



City Council Meeting July 19, 2021

**Executive Session - 5:00 p.m.
Work Session – 5:25 p.m.
Council Meeting - 7:00 p.m.
Urban Renewal Agency – Following Council Meeting
(Held in Council Chambers)**

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

To Provide Public Comment:

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

You can watch the City Council Meeting here:

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

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

City of Wilsonville

City Council Meeting

July 19, 2021



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
JULY 19, 2021
7:00 P.M.**

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

Mayor Julie Fitzgerald

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

**Executive Session, Work Session, City Council, and URA meetings
will be held in the Council Chambers, City Hall, 1st Floor**

- 5:00 P.M. EXECUTIVE SESSION [25 min.]**
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:25 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 5:30 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
- A. IGA with Sherwood to Share Costs of the Willamette River Water Treatment Plant Expansion Project (Nacrelli) [10 min.]
 - B. Bus on the Shoulder (Brashear/Loomis) [15 min.]
 - C. Middle Housing in Wilsonville Project (Pauly) [30 min.]
 - D. February 2021 Ice Storm After Action Report (Montalvo) [30 min.]
- 7:00 P.M. ADJOURN**

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, July 19, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on July 6, 2021. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda.

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:10 P.M. COMMUNICATIONS

- A. PGE Storm Recap (Ealy)
- B. National Parks & Recreation Month (Staff)

7:50 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

8:00P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

8:20P.M. CONSENT AGENDA

A. **Resolution No. 2907**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into An Intergovernmental Agreement With The City Of Sherwood To Share Costs Of The Willamette River Water Treatment Plant Expansion Project (Capital Improvement Project # 1144). (Nacrelli)

B. **Resolution No. 2908**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With PFM Financial Advisors, LLC For Financial Advisor Services. (Katko)

C. **Resolution No. 2913**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Procurement Renewal Of A Three-Year Service Agreement With Metereaders LLC. (Katko)

D. **Resolution No. 2915**

A Resolution And Order Amending Resolution No. 2899 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803. (Jacobson)

E. Minutes of the June 21, 2021 City Council Meeting. (Veliz)

8:25 P.M. NEW BUSINESS

A. Resolution No. 2909

A Resolution Authorizing An Intergovernmental Agreement With The Urban Renewal Agency Of The City Of Wilsonville Pertaining To Short Term Subordinate Urban Renewal Debt For The Year 2000 Plan District. (Katko)

B. Resolution No. 2910

A Resolution Authorizing An Intergovernmental Agreement With The Urban Renewal Agency Of The City Of Wilsonville Pertaining To Short Term Subordinate Urban Renewal Debt For The West Side Plan District. (Katko)

C. Resolution No. 2911

A Resolution Of The City Of Wilsonville Supporting A 2021-23 Planning Assistance Direct Grant Application To The Oregon Department Of Land Conservation And Development For The 2023 Wilsonville Housing Needs Analysis. (Pauly)

D. Resolution No. 2912

A Resolution Of The City Of Wilsonville Supporting A 2021-23 Planning Assistance Direct Grant Application To The Oregon Department Of Land Conservation And Development For Additional Funding Of Housing Affordability Components Of The Frog Pond East And South Master Plan. (Pauly)

9:00 P.M. CONTINUING BUSINESS

A. None.

9:00 P.M. PUBLIC HEARING

A. None.

9:00 P.M. CITY MANAGER'S BUSINESS

9:05 P.M. LEGAL BUSINESS

9:10 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

**AN URBAN RENEWAL AGENCY MEETING
WILL IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

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



Resolution 2907: Wilsonville-Sherwood Partnership in Willamette River Water Treatment Plant (WRWTP) Expansion

- 2017 WRWTP Master Plan update identified 5 MGD capacity expansion needed to accommodate growth in Wilsonville and Sherwood.
- Increased 5 MGD capacity and project cost will be shared, 2/3 by Wilsonville and 1/3 by Sherwood.
- Sherwood City Council approved the Intergovernmental Agreement (IGA) on June 21, 2021.
- Wilsonville City Council approved CM/GC alternative contractive method on March 16, 2020.
- Wilsonville City Council approved design contract with Stantec on July 7, 2020.
- CM/GC selection process is underway.
- Project completion is anticipated in 2023.



**CITY COUNCIL WORK SESSION
STAFF REPORT**

Meeting Date: July 19, 2021		Subject: Middle Housing in Wilsonville Project	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide additional project guidance.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Thoughtful, Inclusive Built Environment; Equitable housing study and develop affordable housing strategies	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Review materials for the Middle Housing in Wilsonville project relating to design standards and infrastructure impacts. Provide direction to the project team to further refine the draft of proposed policy amendments.

EXECUTIVE SUMMARY:

The City is undertaking a project to update rules related to the allowance of middle housing. Middle housing includes housing types where a few homes are on one lot (duplex, triplex) and where homes are on separate lots that share a common wall (townhouses). The project is driven by updates to state law as well as local equitable housing policy. This will be the Council's fourth work session on the topic. Planning Commission has had eight work sessions. Since the last work session with the Council, the project team has focused on continuing to develop design standards applicable to middle housing which are now reflected in the draft code (Attachment 1).

As a reminder, to assist in the review of the updates and help focus attention on the updates in need of the most attention, the project team categorized the updates. The draft amendments under review are color-coded by category as depicted below.

Category 1: Direct requirement for state compliance, no significant local flexibility.

Category 2: Indirect requirement for state compliance, no significant local flexibility. These updates make middle housing development feasible or acknowledge allowance of middle housing.

Category 3: Requirement of state compliance with local flexibility.

Category 4: Not necessary for compliance or feasibility and not directly related to middle housing. Includes technical code fixes and updates to the broader residential parking policy not required by the state. These updates are included out of convenience since much of the residential code is already being amended.

The July work session will focus primarily on Category 3 updates related to design standards. This work session also presents the entirety of the proposed updates to the Residential Neighborhood (RN) Zone and Frog Pond West Master Plan. The RN zone amendments include updates designated Category 1-3. The July work session will also share results of a variety of analyses completed to determine potential impact of middle housing on the City's infrastructure systems.

Design Standards: House Bill 2001 allows cities to regulate design of middle housing as long as design standards do not discourage middle housing through "unreasonable costs or delay." What is "unreasonable cost or delay" was among the major focuses of the subsequent administrative rulemaking. The adopted administrative rules offer four choices to cities for middle housing design standards as follows:

1. Have the same design standards as applicable to detached single-family homes.
2. Adopt middle housing type-specific design standards from the State Model Code with or without changes to single-family design standards.
3. Adopt middle housing type-specific design standards less restrictive than the State Model Code with or without changes to single-family design standards.
4. Adopt "alternative" middle housing type-specific design standards more restrictive than the State Model Code, accompanied by complex analysis, as outlined in the rules, to compare with options 1 through 3 above and determine there is not unreasonable cost or delay.

The same choice does not need to be made for each area of the City. The project team recommends the following choices.

Choice 1 (same as single-family) is the recommendation for Villebois, Frog Pond, and Old Town. Throughout the outreach process and Planning Commission and Council discussions, the project team heard a strong desire to respect the previous work on these standards. The project team has examined the existing design standards and for the most part they also work well for middle housing. Minor changes for Frog Pond and Old Town, such as garage width standards in Old Town and entry height standards in Frog Pond, are recommended to adapt design standards for middle housing.

Choice 2 (model code plus) is the recommendation for the rest of the City. Based on community input thus far, the State Model Code is a good fit, with some additional design standards for shared roof-form for multi-plexes and rules of adjacency, including for detached single-family. These standards provide additional certainty of quality design, while not unreasonably increasing cost of development. Many of the design standards from the State Model Code are similar to the design standards in the City's Residential Neighborhood (RN) Zone. These include standards around primary entry orientation, building articulation to break up long facades, amount of windows, garage width, and driveway size. In addition, the Model Code design standards address unique considerations for the various middle housing types, which are not adequately addressed in the City's current Code. This includes things like setbacks between residential structures on the same site, how different units in the same structure relate to each other, how cottage clusters orient to required courtyards, and unique parking and access considerations.

The project team encourages the Council to review the draft design standards Code text (Attachment 1) and provide any questions or feedback. This will be the last time a work session will focus discussion on the specific code updates in this packet.

Infrastructure Analysis: The new State law and resulting proposed amendments to City code, allows middle housing on each single-family lot, exempting these new units from existing density limits. If additional housing units are developed as a result, the number of residential units in a given area could exceed previous assumptions used for infrastructure planning. It was important for this project to determine the range of potential middle housing infill impacts to the City's existing infrastructure plans and systems.

The City worked with the consultants that previously worked on the various City wide infrastructure Master Plans to run analyses to identify potential infrastructure issues resulting from the addition of residential units. The City has a strong history of proactive infrastructure planning, so major potential impacts and unknown concerns were not anticipated, but the assessment would confirm what, if any, capacity issues could arise. The "stress test" analyses analyzes a higher than anticipated number of units to seek to understand any infrastructure concerns even with more than expected middle housing development. The analyses, along with a cover memorandum from City staff, can be found in Attachment 2. An analysis is not included for stormwater infrastructure. An updated Stormwater Master Plan is currently underway and assumptions related to potential middle housing production are included as part of the update.

In summary, the infrastructure as currently planned for the City can handle a higher rate than anticipated of added homes enabled by the new middle housing allowance. Additional analysis is needed to fully understand the potential increase in units over the previous forecast for new urban areas, including Frog Pond East and South and the urban reserve north of Frog Pond West, and the associated infrastructure impacts of that change. This assessment is planned as part of Frog Pond East and South Master Planning.

Discussion Items:

In summary, the project team requests the Council’s discussion and feedback focus on the following items:

1. Comments and questions about the draft Development Code updates related to design standards. Provide direction to the project team as they finalize amendments for adoption.
2. Provide comments and questions on the completed infrastructure analyses.

EXPECTED RESULTS:

Gather additional feedback and direction from the Council to continue to guide the Middle Housing in Wilsonville Project.

TIMELINE:

The Planning Commission is scheduled for one additional work session in August prior to a public hearing in September. The City Council is scheduled for additional work sessions in August and September prior to a public hearing in October.

CURRENT YEAR BUDGET IMPACTS:

The main consultant contract is for \$125,000. \$95,000 is covered by a grant from the Oregon Department of Land Conservation and Development (DLCD). The remaining amount is covered by funds budgeted in the City’s FY 2020-2021 Budget Specific outreach to the Latinx community and other historically marginalized communities is funded by an \$81,200 Metro grant. The budget from FY 2020-2021 will be rolled over into FY 2021-2022 for completion of the project over the next few months.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/14/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/15/2021

Although we expect to prevail, based on the outcome of an appeal to the Oregon Supreme Court that occurred week this, the plan may need to be changed should the Supreme Court reverse to the Court of Appeals.

COMMUNITY INVOLVEMENT PROCESS:

Opportunities to engage have included community meetings, stakeholder meetings, focus groups, online surveys, and other online materials. Outreach included Latinx community focus groups supported by a Metro Community Engagement Grant. Comments have been solicited from the development community and other stakeholders. Staff recently held a second meeting with the Old Town neighborhood. A public forum is planned on July 20 to update the public prior to moving forward with public hearings.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A greater amount of middle housing in neighborhoods meeting standards with broad community support. A greater amount of middle housing will create more housing opportunities for a variety of incomes, needs, and preferences.

ALTERNATIVES:

The Council may recommend additional or modified approaches that help the City achieve compliance with House Bill 2001 and implement a key strategy from the Equitable Housing Strategic Plan. If the City does not adopt compliant standards by June 30, 2022, a state model code will come into effect for Wilsonville.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Middle Housing Plan and Code updates package 2, dated June 2, 2021 updated July 6, 2021 to reflect changes related to adjacency and architectural variety based Planning Commission feedback (Category 3 updates and Residential Neighborhood Zone)
2. Middle Housing Infrastructure Memorandum, dated June 2, 2021

4.113 Residential Developments in Any Zone Wilsonville Middle Housing Code Update
Draft Amendments 06.02.21 Updated 07.06.21 as follows: Subsections (.14) C. (revised) and E. 5. (deleted)

Section 4.113. Standards Applying To Residential Developments In Any Zone.

*** Subsections (.1) - (.13) are not included in this review draft ***

Commentary
Draft subsection (.14) below is entirely new text. For ease of review, this proposed text is not shown with underline formatting.

- (.14) Design Standards for Detached Single-family and Middle Housing.**
- A. The design standards in this subsection apply generally throughout the city, except where conflicting design standards specific to certain zones are provided in the Code.
 - B. For the purpose of this subsection the term “residential structure” is inclusive of a series of structures that are attached to one another such as a grouping of townhouses.

Commentary
The draft provisions in subsection C below would apply to both single-family homes and middle housing. These are intended to establish basic standards related to design variation for adjacent structures, consistency of design within a single structure, and articulation. These standards borrow from the approaches used in Villebois, Frog Pond, and Old Town and apply them to development throughout the city. These proposed standards respond to the results of the middle housing visual preference survey and focus groups.

UPDATE: Several of these standards have been revised following the June 9 Planning Commission work session.

The House Plan Variety standard has been revised to be more clear and objective, but also to add flexibility. In particular, residential structures are given the option of varying only by color. This is intended, in part, to reduce additional costs associated with customized designs for each unit in a development—particularly for middle housing. NOTE: This has generally been a non-issue for single-family development and Villebois and Frog Pond already have more restrictive standards. However, with

4.113 Residential Developments in Any Zone Wilsonville Middle Housing Code
Update Draft Amendments 06.02.21 Updated 07.06.21 as follows: Subsections (.14) C. (revised) and E. 5. (deleted)

middle housing more broadly allowed, it will be more important to ensure varied design, create interesting streetscapes, and prevent monotony.

See below for commentary about other revisions to the draft code.

C. Standards applicable to all residential structures except as noted in I. below.

1. House Plan Variety. Within the same proposed development, no two directly adjacent or opposite residential structures may possess the same front or public-facing elevation. This standard is met when elevations of front or public-facing facades (as defined in WC 4.001) differ from one another in at least one of the following ways:
 - a. Variation in type, placement, or width of architectural projections (such as porches, dormers, or gables) or other features that are used to meet the Articulation standards in Subsection (.14)C.2.b or Subsection (.14)E.4. If adjacent or opposite facades feature the same projection type, the projections on adjacent/opposite facades must differ in at least one of the following ways:
 - i. At least 20% difference in width; or
 - ii. Horizontally offset by at least 5 feet. For the purposes of this standard, “offset” means a measurable difference of at least 5 feet from the left edge of the projection to the left edge of the front façade or at least 5 feet from the right edge of the projection to the right edge of the front façade.
 - b. At least 20% of the façade (excluding glazing) is covered by different exterior finish materials. The use of the same material in different types of siding (e.g., cedar shingles vs. cedar lap siding) shall be considered different materials for the purpose of this standard.
 - c. Variation in primary paint color as determined by a LRVR (Light Reflectance Value) difference of at least 15%.

Commentary
The Architectural Consistency Standard has been revised to remove item iv., which required “Consistent use of façade articulation features such as bay windows, balconies, awnings over entrances, and porches.” This is challenging to assess in a clear and objective manner, and seemed less important to regulate than things like roof pitch and façade materials. It also caused potential conflict with the “Articulation Element Variety” standard.

4.113 Residential Developments in Any Zone

Wilsonville Middle Housing Code Update

Draft Amendments 06.02.21 Updated 07.06.21 as follows: Subsections (.14) C. (revised) and E. 5. (deleted)

2. Architectural Consistency and Interest.

a. Architectural styles shall not be mixed within the same residential structure (a series of attached structures are one structure for the purpose of this these standards). Architectural style consistency is defined by adherence to all of the following:

- i. Use of the same primary and supporting façade materials throughout the structure.
- ii. Use of no more than two roof pitch angles.
- iii. Use of the same door size for each primary entrance in the structure.

+b. Articulation. All public-facing facades of residential structures other than townhouses shall incorporate a selection of the following design elements. Except as noted in 2.c below, such elements shall occur at a minimum interval of 30 feet. For townhouse articulation standards, see subsection (.14) E.4.

- i. varying rooflines
- ii. offsets of at least 12 inches
- iii. balconies
- iv. projections of at least 12 inches and width of at least 3 feet
- v. porches
- vi. entrances that are recessed at least 24 inches or covered
- vii. dormers at least 3 feet wide

Commentary

The previous “Unified Roof Structure” standard was removed because it was not supported by the Planning Commission. In its place, the project team has suggested two additional standards to get at the idea of “single-family appearance.”

- One is an option to allow fewer or wider spaced articulation features if they unify different units in a multi-unit structure. This option (in subsection c. below) would allow a single articulation feature from the list in subsection b.—such as a roofline variation or a porch—to count as two features if it spans at least 50% of the façade. A similar option is included for townhouses in subsection (.14) E.4.
- The second a requirement to provide “Articulation Element Variety”. The intent is to prevent repetition of the same architectural features across the same façade, as this repetition tends to make middle housing stand out from single-family homes. The proposed language should work for both single-family and middle housing.

4.113 Residential Developments in Any Zone

Wilsonville Middle Housing Code Update

Draft Amendments 06.02.21 Updated 07.06.21 as follows: Subsections (.14) C. (revised) and E. 5. (deleted)

- c. For structures with two or more dwelling units, a single design element that spans at least 50% of the façade can count as two articulation elements to meet the standard in subsection b. and can meet the standard for 60 feet of façade width. Such elements may overlap horizontally with other required design elements on the façade.
- d. Articulation element variety: Different articulation elements shall be used as provided below. For the purpose of this standard, a “different element” is defined as one of the following: a completely different element from the list in subsection 2.b above; the same type of element but at least 50% larger; or for varying rooflines, vertically offset by at least 3 feet.
 - i. Where two to four elements are required on a façade, at least two different elements shall be used.
 - ii. Where more than four elements are required on a façade, at least three different elements shall be used. .

DRAFT

Commentary

The proposed standards in subsections D. through G. for triplexes, quadplexes, townhouses, cottage clusters, and cluster housing are largely adapted from the Model Code for Large Cities, with some modifications to customize the standards for Wilsonville.

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

1. Entry Orientation.

- a. At least one main entrance for each triplex or quadplex must meet the standards in subsections b. and c. below.
- b. The entrance must be within 8 feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit facing a common drive or open space as designated by the applicant; and
- c. The entrance must either:
 - i. Face the street (see Figure 2. Main Entrance Facing the Street);
 - ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45° Angle from the Street); or
 - iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
 - Be at least 25 square feet in area; and
 - Have at least one entrance facing the street or have a roof.

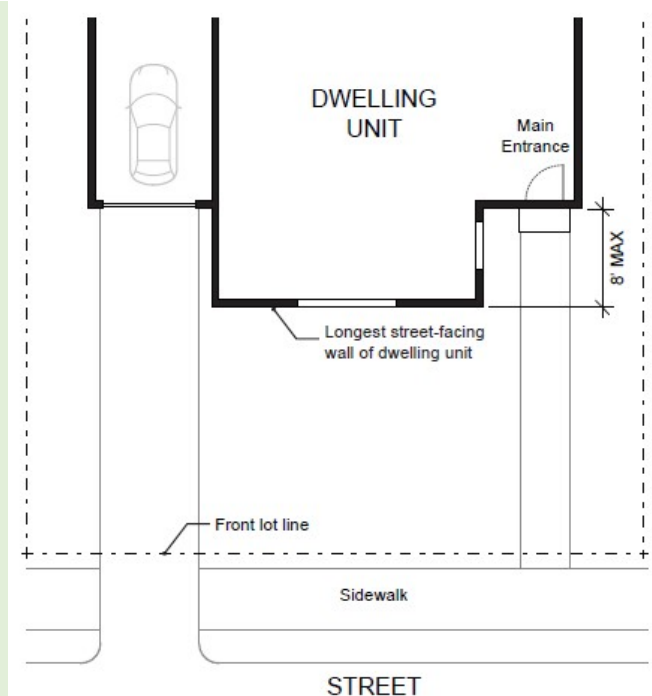


Figure 2. Main Entrance Facing the Street

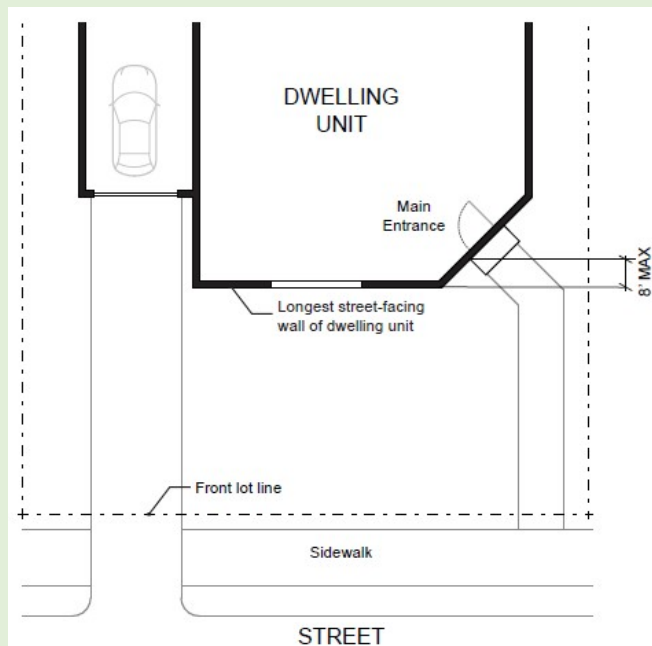


Figure 3. Main Entrance at 45° Angle from the Street

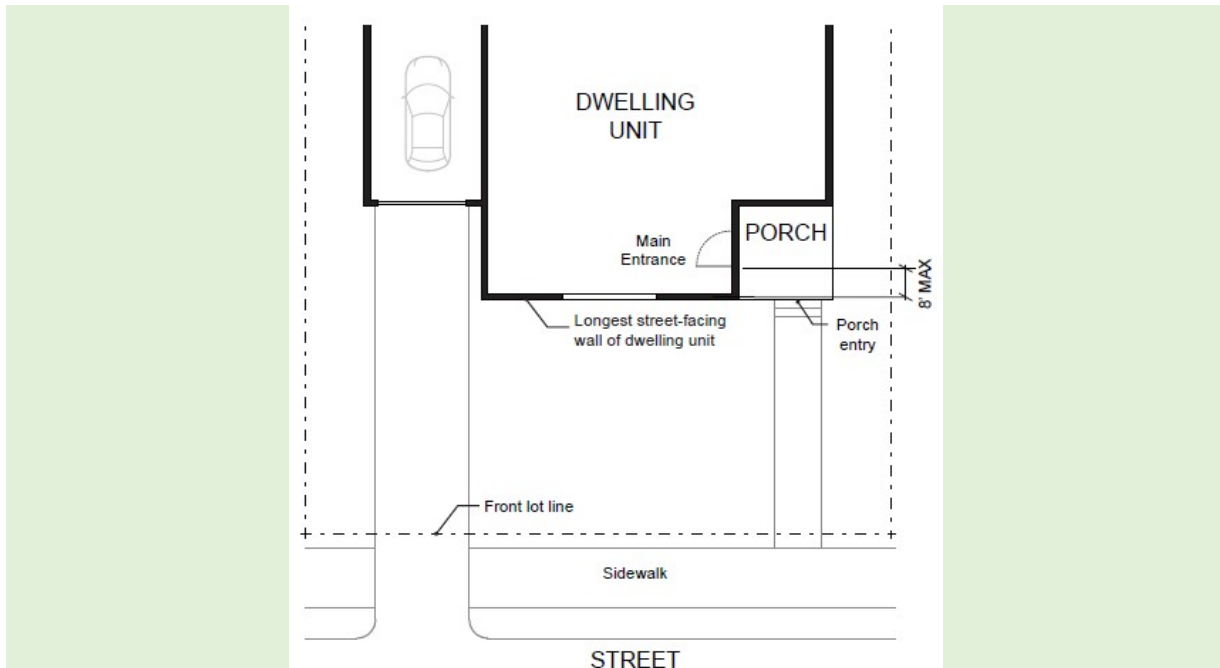
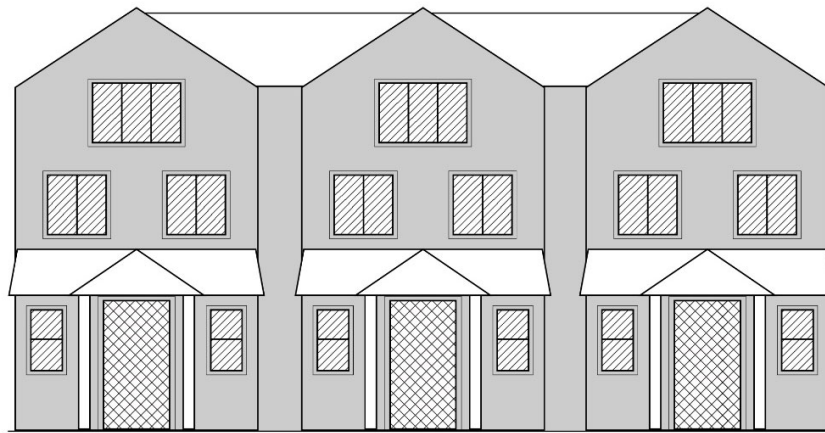


Figure 4. Main Entrance Opening onto a Porch

2. Windows. A minimum of 15 percent of the area of all street-facing facades must include windows or entrance doors. Facades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.



STREET-FACING FACADE

- Area subject to 15% window & entrance door coverage requirement
- ▨ Qualifying window coverage
- ▩ Qualifying entrance door coverage

Figure 5. Window Coverage

Commentary

We've included these draft driveway and parking provisions in the July packet for your reference, but we will focus more on parking provisions at the August work session.

3. Garages and Off-Street Parking Areas. Garages and off-street parking areas shall not be located between a building and a public street (other than an alley), except in compliance with the standards in subsections a and b below.
 - a. The garage or off-street parking area is separated from the street property line by a dwelling; or
 - b. The combined width of all garages and outdoor on-site parking and maneuvering areas does not exceed a total of 50 percent of the street frontage (see Figure 6. Width of Garages and Parking Areas).

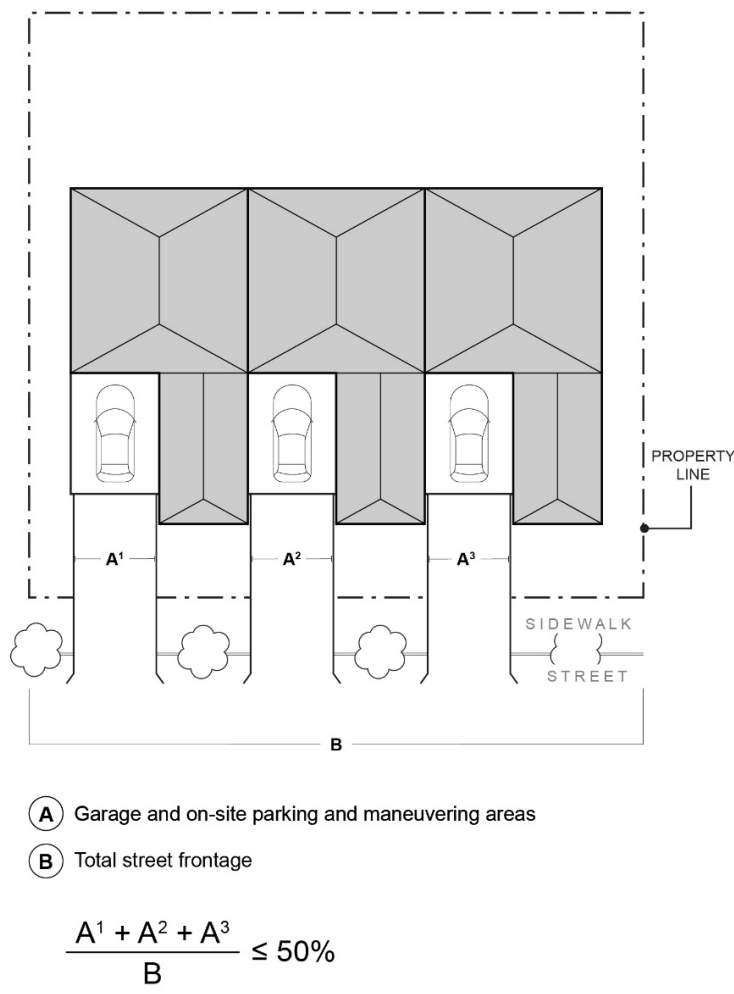


Figure 6. Width of Garages and Parking Areas

4. Driveway Approach. Driveway approaches must comply with all of the following:
 - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
 - b. Driveway approaches may be separated when located on a local street.
 - c. In addition, lots or parcels with more than one frontage must comply with the following:
 - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with a paved surface, access must be taken from the alley (see Figure 8. Alley Access).

- ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
- iii. Lots or parcels with frontages only on local streets may have either:
 - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
 - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).

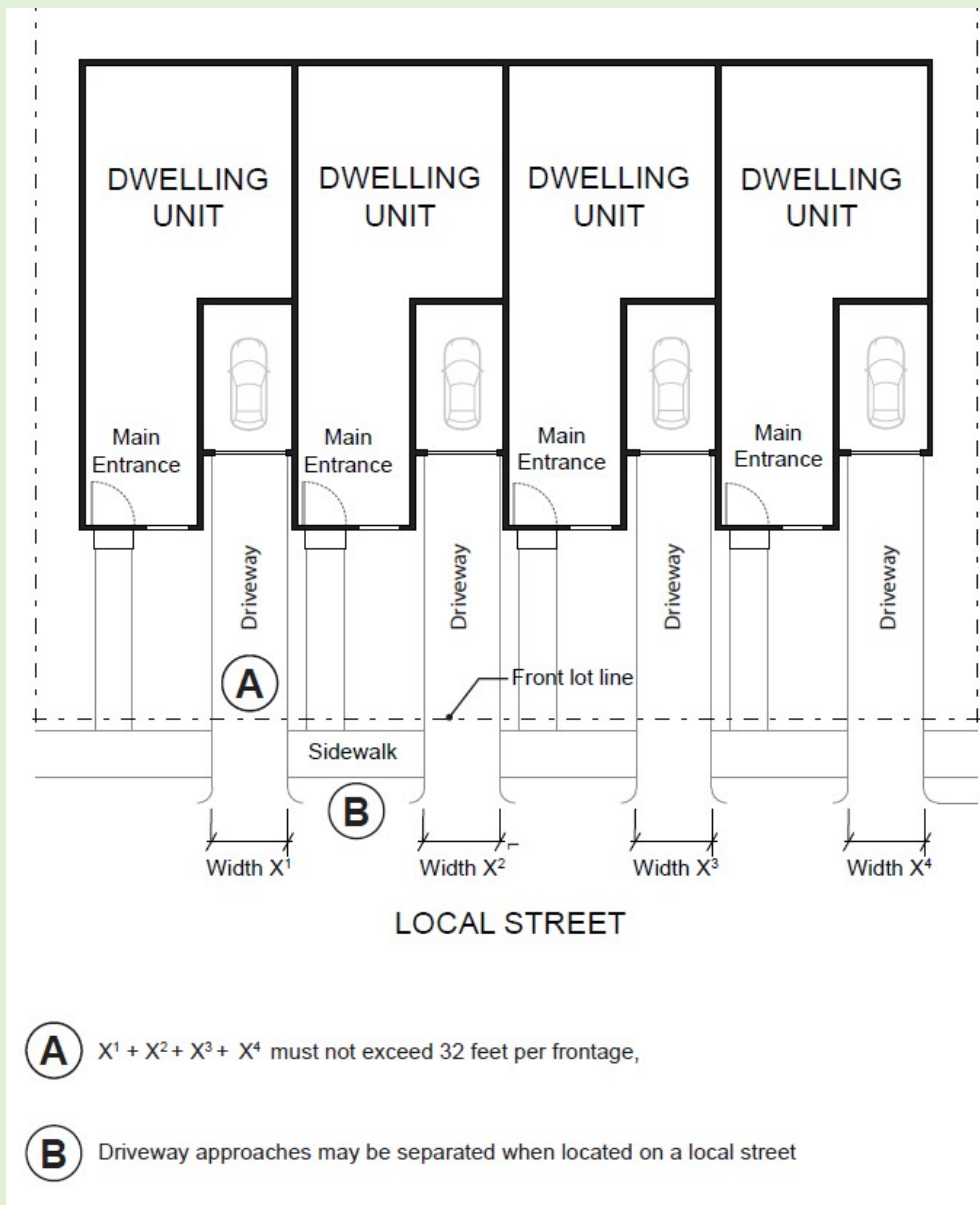


Figure 7. Driveway Approach Width and Separation on Local Street

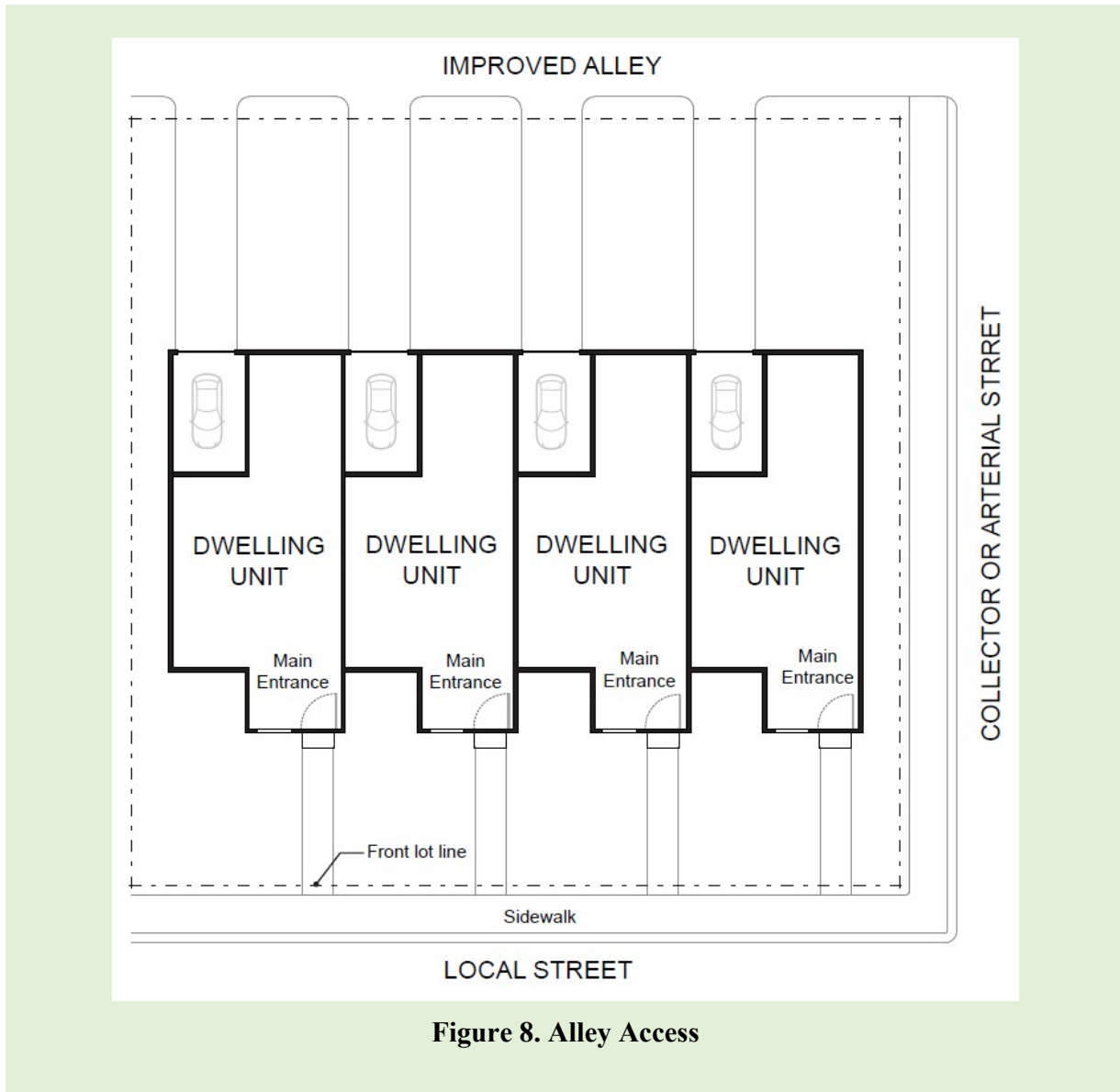
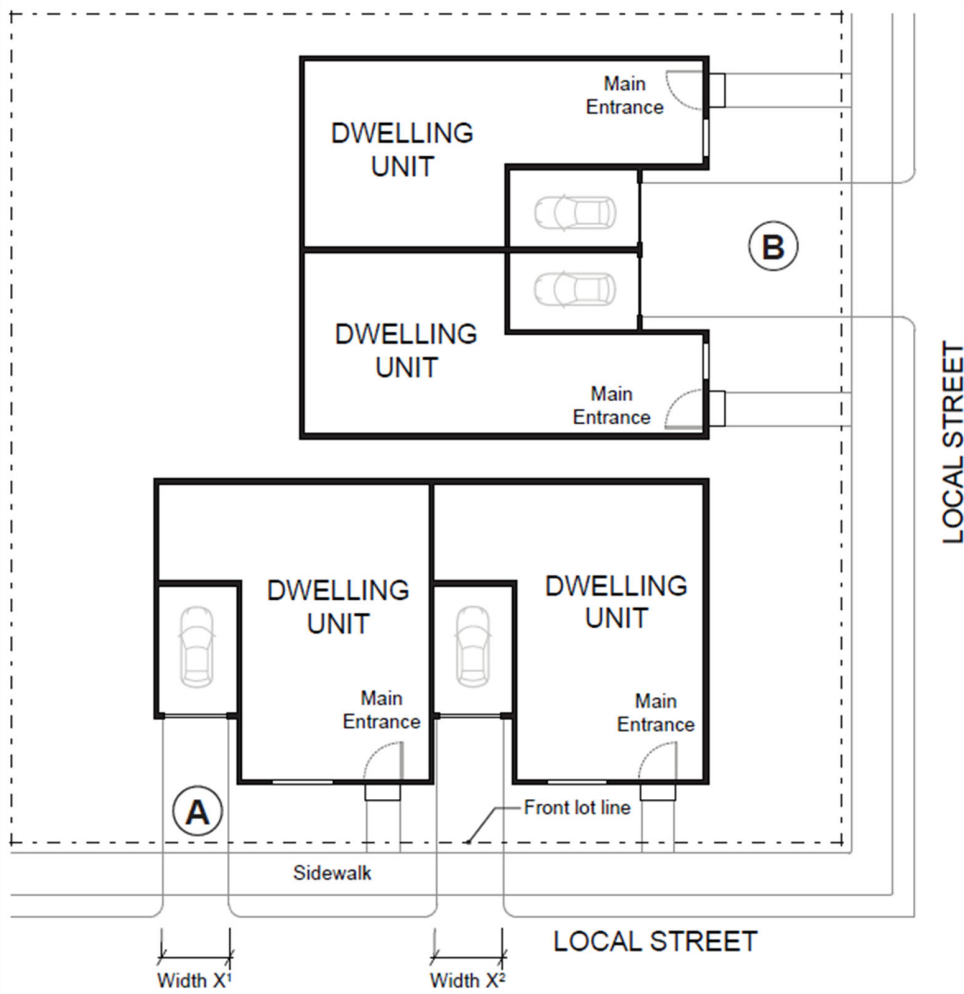


Figure 8. Alley Access



Options for site with more than one frontage on local streets:

- (A)** Two driveway approaches not exceeding 32 feet in total width on one frontage (as measured $X1 + X2$); or
- (B)** One maximum 16-foot-wide driveway approach per frontage.

(Note: Both options are depicted here for illustrative purposes only. The standards do not allow both Options A and B on the same site.)

Figure 9. Driveway Approach Options for Multiple Local Street Frontages

E. Standards applicable to Townhouses.

1. Number of Attached Dwelling Units.

- a. Minimum. A townhouse project must contain at least two attached units.
- b. Maximum. The maximum number of townhouse units that may be attached together to form a group is specified below.

- R, OTR, PDR-1 – PDR-3 Zones: maximum 4 attached units per group
- RN, V, PDR-4 – PDR-7 Zones: maximum 8 attached units per group

2. Entry Orientation. The main entrance of each townhouse unit must:

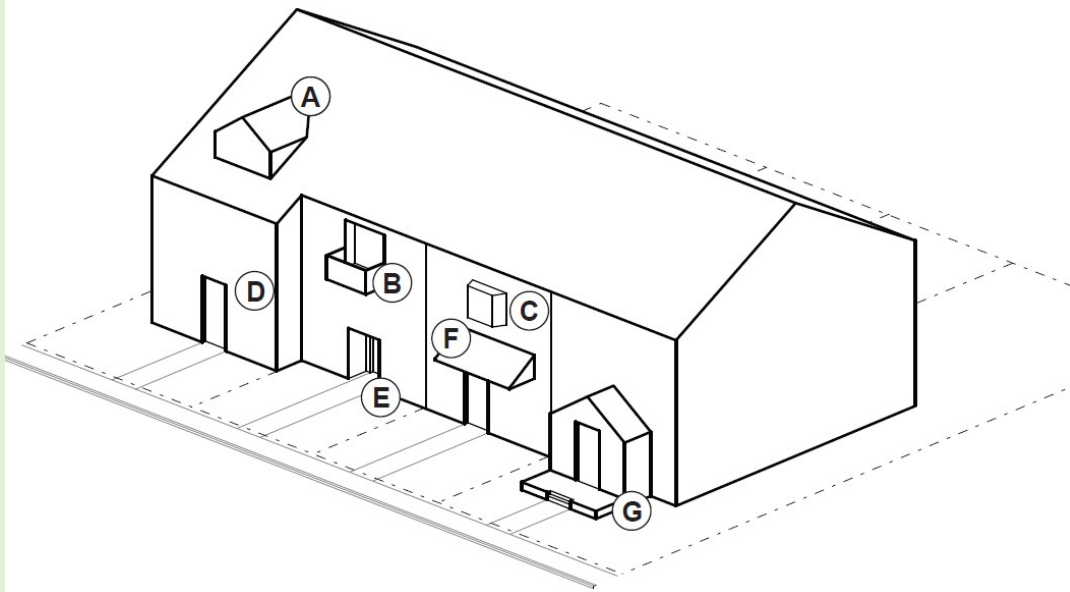
- a. Be within 8 feet of the longest wall of the dwelling unit facing a street or private drive; and
- b. Either:
 - i. Face the street or private drive (see Figure 2. Main Entrance Facing the Street);
 - ii. Be at an angle of up to 45 degrees from the street or private drive (see Figure 3. Main Entrance at 45° Angle from the Street);
 - iii. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides; or
 - iv. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
 - A. Be at least 25 square feet in area; and
 - B. Have at least one entrance facing the street or private drive or have a roof.

3. Windows. A minimum of 15 percent of the area of all public-facing facades on each individual unit must include windows or entrance doors. Half of the window area in the door of an attached garage may count toward meeting this standard. See Figure 5. Window Coverage.

4. Unit definition. Except as noted in 5. below, each townhouse unit must include at least one of the items listed in a. through g. below on at least one public-facing façade (see Figure 10. Townhouse Unit Definition):

- a. A roof dormer a minimum of 4 feet in width, or
- b. A balcony a minimum of 2 feet in depth and 4 feet in width and accessible from an interior room, or
- c. A bay window that extends from the facade a minimum of 2 feet, or
- d. An offset of the facade of a minimum of 2 feet in depth, either from the neighboring townhouse or within the façade of a single townhouse, or
- e. An entryway that is recessed a minimum of 3 feet, or
- f. A covered entryway with a minimum depth of 4 feet, or
- g. A porch meeting the standards of subsection (.14) E.2.b.iv.

Balconies and bay windows may encroach into a required setback area, pursuant to Section 4.180.

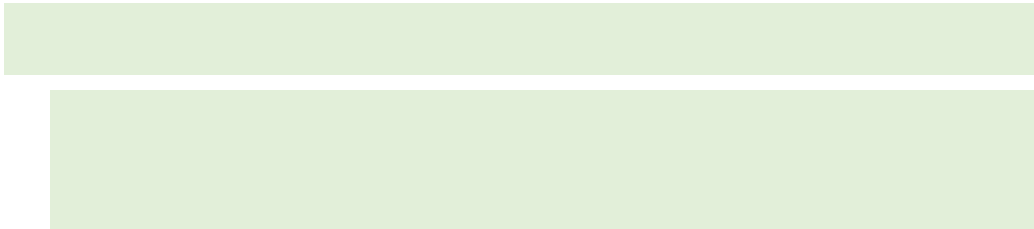


- (A) Roof dormer, minimum of 4 feet wide
- (B) Balcony, minimum 2 feet deep and 4 feet wide. Accessible from interior room.
- (C) Bay window extending minimum of 2 feet from facade
- (D) Facade offset, minimum of 2 feet deep
- (E) Recessed entryway, minimum 3 feet deep
- (F) Covered entryway, minimum of 4 feet deep
- (G) Porch, meets standards of subsection (1)(b)(iv) of section (C)

Figure 10. Townhouse Unit Definition

Commentary (updated)

The previous draft included a “Unified Roof Structure” option as an alternative to the Unit Definition standard for townhouses. As noted above, the PC did not support this option, so it has been removed. Similar to the updated standards for single-family and other middle housing types above, the project team proposes allowing fewer articulation features for townhouses if they unify different dwelling units in a structure. As applied to townhouses, this would allow a single “unit definition” feature from the list in subsection E.4. to count as two features if it spans across two units.



Commentary
As noted above, we've included draft driveway and parking provisions in the July packet for your reference, but we will focus more on parking provisions at the August work session.

4. Driveway Access and Parking. Townhouses with frontage on a street or private drive shall meet the following standards:
 - a. Alley Access. Townhouse project sites abutting an alley that is improved with pavement shall take access to the rear of townhouse units from the alley rather than the public street.
 - b. Front Access. Garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveways in front of a townhouse are allowed if they meet the following standards (see Figure 11. Townhouses with Parking in Front Yard).
 - i. Each townhouse lot has a street frontage of at least 20 feet on a local street.
 - ii. A maximum of one (1) driveway approach is allowed for every townhouse. Driveway approaches and/or driveways may be shared.
 - iii. Outdoor on-site parking and maneuvering areas do not exceed 12 feet wide on any lot.
 - iv. The garage width does not exceed 12 feet, as measured from the inside of the garage door frame.

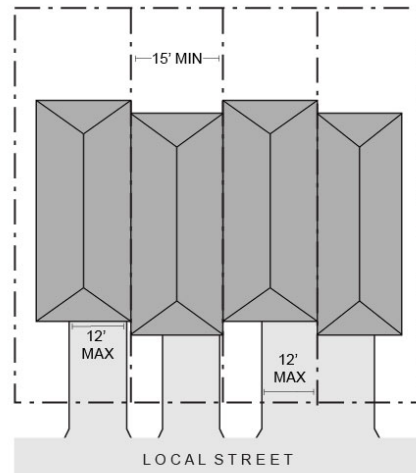


Figure 11. Townhouses with Parking in Front Yard

- c. Shared Access. The following standards apply to driveways and parking areas for townhouse projects that do not meet all of the standards in subsections a. or b.
 - i. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard of a townhouse.
 - ii. A townhouse project that includes a corner lot shall take access from a single driveway approach on the side of the corner lot. See Figure 12. Townhouses on Corner Lot with Shared Access.

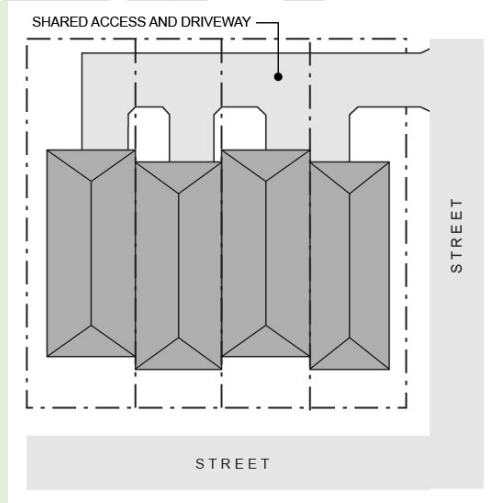


Figure 12. Townhouses on Corner Lot with Shared Access

iii. Townhouse projects that do not include a corner lot shall consolidate access for all lots into a single driveway. The driveway and approach are not allowed in the area directly between the front façade and front lot line of any of the townhouses. See Figure 13. Townhouses with Consolidated Access.

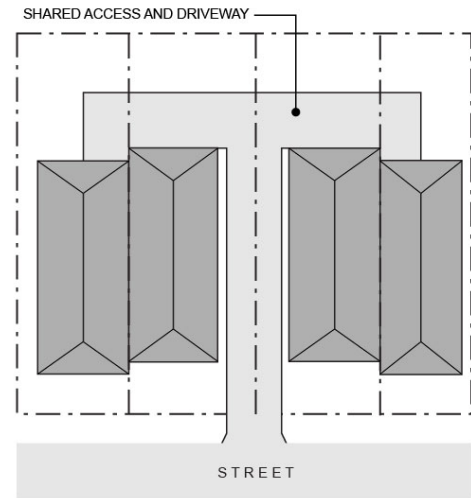


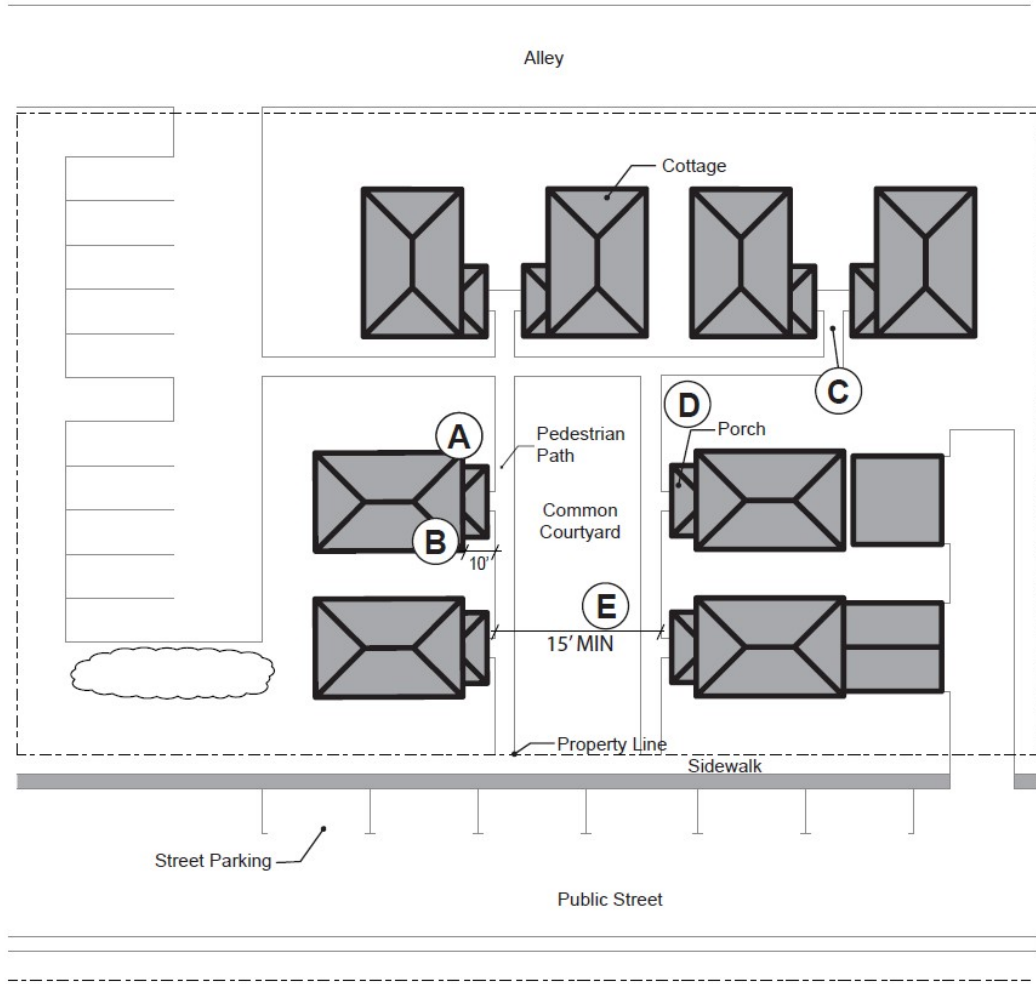
Figure 13. Townhouses with Consolidated Access

iv. A townhouse project that includes consolidated access or shared driveways shall grant access easements to allow normal vehicular access and emergency access.

F. Standards applicable to Cottage Clusters.

1. **Courtyard Required.** All cottages within a single cottage cluster must share a common courtyard. A cottage cluster project may include more than one cluster and more than one common courtyard.
2. **Number of Dwellings.**
 - a. A single cottage cluster shall contain a minimum of four (4) and a maximum of eight (8) cottages.
3. **Setbacks.**
 - a. **Building Separation.** Cottages shall be separated by a minimum distance of 6 feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
 - b. All other setbacks are provided in section (.02) or in the applicable base zone.
4. **Building Height.** The maximum building height for all structures is 25 feet.

5. Footprint. The maximum building footprint for each cottage is 900 square feet. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint.
6. Maximum Habitable Floor Area. The maximum habitable floor area of each cottage is 1,400 square feet.
7. Cottage Orientation. Cottages must be clustered around a common courtyard and must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
 - a. Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
 - b. A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
 - i. Have a main entrance facing the common courtyard;
 - ii. Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - iii. Be connected to the common courtyard by a pedestrian path.
 - c. Cottages within 20 feet of a street property line may have their entrances facing the street.
 - d. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.
8. Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
 - a. The common courtyard must be a single, contiguous piece.
 - b. Cottages must abut the common courtyard on at least two sides of the courtyard.
 - c. The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
 - d. The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
 - e. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
 - f. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.



- (A)** A minimum of 50% of cottages must be oriented to the common courtyard.
- (B)** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- (C)** Cottages must be connected to the common courtyard by a pedestrian path.
- (D)** Cottages must abut the courtyard on at least two sides of the courtyard.
- (E)** The common courtyard must be at least 15 feet wide at its narrowest width.

Figure 14. Cottage Cluster Orientation and Common Courtyard Standards

9. Community Buildings. Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care,

or community eating areas. Community buildings must meet the following standards:

- a. Each cottage cluster is permitted one community building
- b. The community building shall have a maximum floor area of 1,400 sf.
- c. A community building that meets the definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages (pursuant to subsection (.14) F.5.), unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.

10. Pedestrian Access.

- a. An accessible pedestrian path must be provided that connects the main entrance of each cottage to the following:
 - i. The common courtyard;
 - ii. Shared parking areas;
 - iii. Community buildings; and
 - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- b. The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.

11. Windows. Cottages within 20 feet of a street property line must meet any window coverage requirements of the applicable base zone.

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

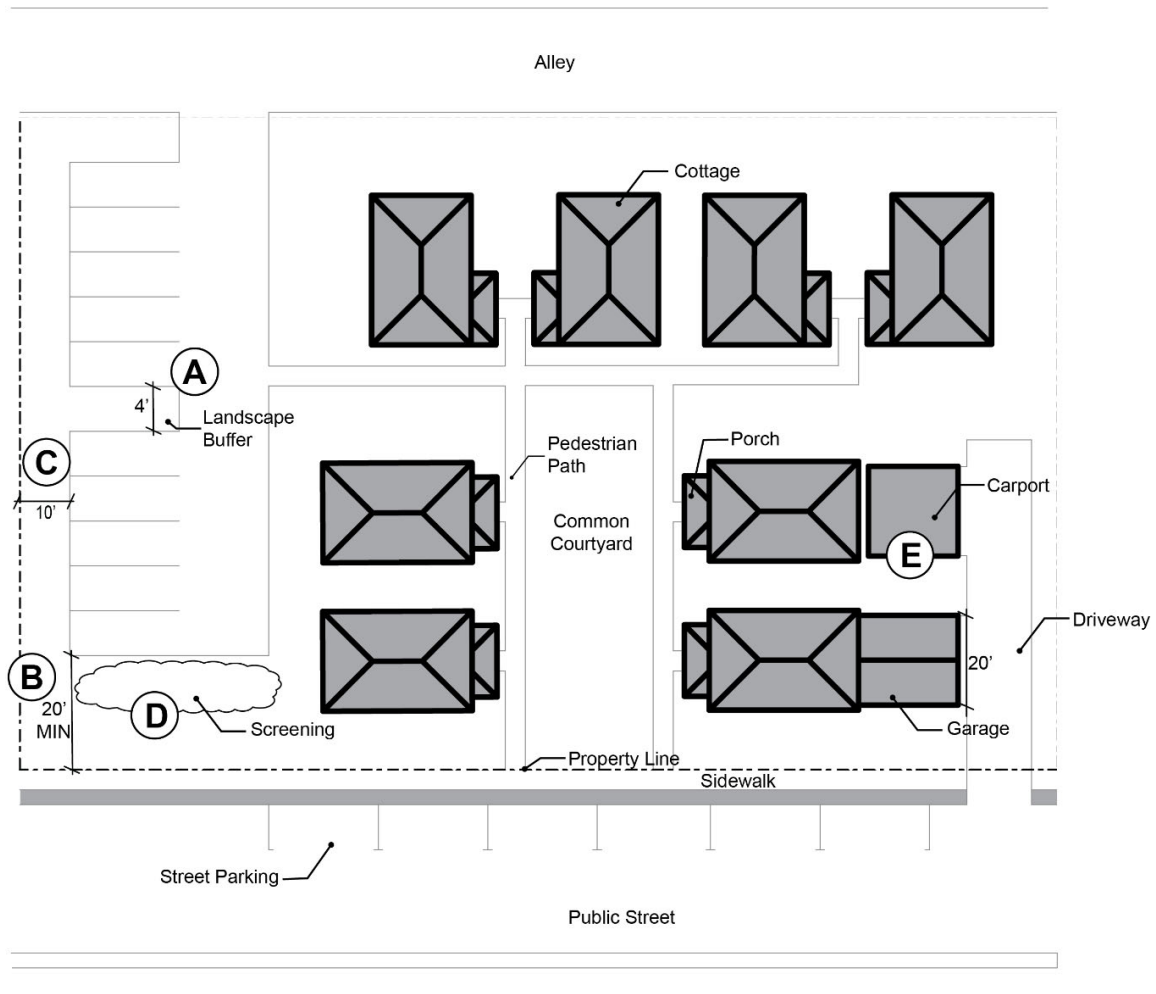
- a. Clustered parking. Off-street parking may be arranged in clusters, subject to the following standards:
 - i. A parking cluster must not exceed five (5) contiguous spaces.
 - ii. Parking clusters must be separated from other spaces by at least four (4) feet of landscaping.
 - iii. Clustered parking areas may be covered.
 - iv. Parking areas must also meet the standards in Subsections 4.155(.02)-(.03), except where they conflict with these standards.
- b. Parking location and access.
 - i. Off-street parking spaces and vehicle maneuvering areas shall not be located between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
 - ii. Off-street parking spaces shall not be located within 10 feet of any property line, except alley property lines.
 - iii. Driveways and drive aisles are permitted within 10 feet of property lines.

- c. Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
- d. Garages and carports.
 - i. Garages and carports (whether shared or individual) must not abut common courtyards.
 - ii. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
 - iii. Individual detached garages must not exceed 400 square feet in floor area.
 - iv. Garage doors for attached and detached individual garages must not exceed 20 feet in width.

13. Accessory Buildings. Accessory buildings must not exceed 400 square feet in floor area.

14. Existing Structures. On a lot or parcel to be used for a cottage cluster project, an existing detached single-family detached dwelling on the same lot at the time of proposed development of the cottage cluster may remain within the cottage cluster project area under the following conditions:

- a. The existing dwelling may be nonconforming with respect to the requirements of this subsection (.14) F.
- b. The existing dwelling may be expanded up to a maximum height of 25 feet or a maximum building footprint of 900 square feet; however, existing dwellings that exceed these maximum height and/or footprint standards may not be expanded.
- c. The existing dwelling shall be excluded from the calculation of orientation toward the common courtyard, per subsection (.14) F.7.b.



- (A)** Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- (B)** No parking or vehicle area within 20 feet from street property line (except alley).
- (C)** No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- (D)** Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- (E)** Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

Figure 15. Cottage Cluster Parking Design Standards

G. Standards applicable to Cluster Housing besides Cottage Clusters

1. Architectural Consistency. Architecture shall be consistent within the same 2-unit, 3-unit, or 4-unit cluster. However, house plan variety standards in Subsection (.14) C.1. shall continue to apply. Architectural consistency is defined by adherence to all of the following:

- a. Use of the same primary and supporting façade materials throughout the cluster.
- b. Use of no more than two roof pitch angles.
- c. Use of the same door size for each primary entrance in the structures.
- d. Consistent use of façade articulation features such as bay windows, balconies, awnings over entrances, and porches.

2. Entry Orientation.

a. The entry orientation standards apply as follows:

i. At least one main entrance for each cluster home must meet the standards in subsections b and c below.

b. The entrance must be within 8 feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit, facing a common drive or open space as designated by the applicant; and

c. The entrance must either:

- i. Face the street (see Figure 2. Main Entrance Facing the Street);
- ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45° Angle from the Street); or
- iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:

- Be at least 25 square feet in area; and
- Have at least one entrance facing the street or have a roof.

3. Windows. A minimum of 15 percent of the area of all street-facing facades must include windows or entrance doors. Facades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.

4. Garages and Off-Street Parking Areas. Garages and off-street parking areas shall not be located between a building and a public street (other than an alley), except in compliance with the standards in subsections a and b below.

a. The garage or off-street parking area is separated from the street property line by a dwelling; or

- b. The combined width of all garages and outdoor on-site parking and maneuvering areas does not exceed a total of 50 percent of the street frontage (see Figure 6. Width of Garages and Parking Areas).

5. Driveway Approach. Driveway approaches must comply with all of the following:

- a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
- b. Driveway approaches may be separated when located on a local street.
- c. In addition, lots or parcels with more than one frontage must comply with the following:
 - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with pavement access must be taken from the alley (see Figure 8. Alley Access).
 - ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
 - iii. Lots or parcels with frontages only on local streets may have either:
 - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
 - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).

6. Setbacks.

- a. **Building Separation.** Cluster housing structures shall be separated by a minimum distance of 6 feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
- b. All other setbacks are provided in the applicable base zone.

7. Pedestrian Access.

- a. An accessible pedestrian path must be provided that connects the main entrance of each unit to the following:
 - i. Shared open space;
 - ii. Shared parking areas; and
 - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- b. The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.

H. Combining Unit Types in One Development.

1. If a project proposes a mix of middle housing types which creates a conflict with various standards, the more restrictive standards shall apply.

I. Existing and Structures and Conversions:

1. Where a residential structure is converted from one type of dwelling unit to another without any additions, the design standards in C.-H. do not apply.
2. Where a residential structure is added on to, the design standards in C.-H. only apply if the footprint is expanded by 25% or more.

J. Alternative Discretionary Review: As an alternative to meeting one or more design standards of this subsection an applicant may request Site Design Review by the Development Review Board of a proposed design. In addition to the Site Design Review Standards, affirmative findings shall be made that the following standards are met:

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

Section 4.127 Residential Neighborhood (RN) Zone.

(.01) Purpose.

The Residential Neighborhood (RN) zone applies to lands within Residential Neighborhood Comprehensive Plan Map designation. The RN zone is a Planned Development zone, subject to applicable Planned Development regulations, except as superseded by this section or in legislative master plans. The purposes of the RN Zone are to:

- A. Implement the Residential Neighborhood policies and implementation measures of the Comprehensive Plan.
- B. Implement legislative master plans for areas within the Residential Neighborhood Comprehensive Plan Map designation.
- C. Create attractive and connected neighborhoods in Wilsonville.
- D. Regulate and coordinate development to result in cohesive neighborhoods that include: walkable and active streets; a variety of housing appropriate to each neighborhood; connected paths and open spaces; parks and other non-residential uses that are focal points for the community; and, connections to and integration with the larger Wilsonville community.
- E. Encourage and require quality architectural and community design as defined by the Comprehensive Plan and applicable legislative master plans.
- F. Provide transportation choices, including active transportation options.
- G. Preserve and enhance natural resources so that they are an asset to the neighborhoods, and there is visual and physical access to nature.
- H. Create housing opportunities for a variety of households, including housing types that implement the Wilsonville Equitable Housing Strategic Plan and housing affordability provisions of legislative master plans.

(.02) Permitted uses:

- A. Open Space.
- B. Single-Family Dwelling Unit.
- C. Attached Single-Family Dwelling Unit Townhouses. During initial development in the Frog Pond West Neighborhood, a maximum of 2 dwelling unit townhouses, not including ADU's, may be attached, except on corners, a maximum of 3 townhouses may be attached.
- D. Duplex.
- E. Triplex and quadplex. During initial development in the Frog Pond West Neighborhood, triplexes are permitted only on corner lots and quadplexes are not permitted.

F. Cluster housing. During initial development in the Frog Pond West Neighborhood, only 2-unit cluster housing is permitted except on corner lots where 3-unit cluster housing is permitted.

~~D.G.~~ Multiple-Family Dwelling Units, except when not permitted in a legislative master plan, subject to the density standards of the zone. Multi-family dwelling units are not permitted within the Frog Pond West Master Plan area.

~~E.H.~~ Cohousing.

F.I. Cluster Housing (Frog Pond West Master Plan).

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

~~H.K.~~ Manufactured homes.

(.03) Permitted accessory uses ~~to single family dwellings~~:

- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
- B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
- C. Accessory Dwelling Units, subject to the standards of Section 4.113 (.10).
- D. Home occupations.
- E. A private garage or parking area.
- F. Keeping of not more than two (2) roomers or boarders by a resident family household.
- G. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
- H. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
- I. Livestock and farm animals, subject to the provisions of Section 4.162.

(.04) Uses permitted subject to Conditional Use Permit requirements:

- A. Public and semi-public buildings and/or structures essential to the physical

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and economic welfare of an area, such as fire stations, sub-stations and pump stations.

- B. Commercial Recreation, including public or private clubs, lodges or meeting halls, golf courses, driving ranges, tennis clubs, community centers and similar commercial recreational uses. Commercial Recreation will be permitted upon a finding that it is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of Section 4.124(.04)(D) (Neighborhood Commercial Centers).
- C. Churches; public, private and parochial schools; public libraries and public museums.
- D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents. Neighborhood Commercial Centers are only permitted where designated on an approved legislative master plan.

(.05) Residential Neighborhood Zone Sub-districts:

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

(.06) Minimum and Maximum Residential Units:

- A. The minimum and maximum number of residential units approved shall be consistent with this code and applicable provisions of an approved legislative master plan.
 - 1. For initial development of the Frog Pond West Neighborhood, Table 1 in this code and Frog Pond West Master Plan Table 1 establish the minimum and maximum number of residential lots units for the sub-districts.
 - 2. For parcels or areas that are a portion of a sub-district, the minimum and maximum number of residential lots units are established by determining the proportional gross acreage and applying that proportion to the minimums and maximums listed in Table 1. The maximum density on a parcel of the area may be increased, up to a maximum of 10% of what would otherwise be permitted, based on an

adjustment to an SROZ boundary that is consistent with 4.139.06.

- B. The City may allow a reduction in the minimum density for a sub-district when it is demonstrated that the reduction is necessary due to topography, protection of trees, wetlands and other natural resources, constraints posed by existing development, infrastructure needs, provision of non-residential uses and similar physical conditions.

DRAFT

Table 1. Minimum and Maximum Residential Lots/Dwelling Units by Sub-District in the Frog Pond West Neighborhood

Area Plan Designation	Frog Pond West Sub-district	Minimum Dwelling Units Lots in Sub-district ^{a,b,c}	Maximum Dwelling Units Lots in Sub-district ^{a,b,c}
R-10 Large Lot Single Family	3	26	32
	7	24	30
	8	43	53
R-7 Medium Lot Single Family	2	20	25
	4	86	107
	5	27	33
	9	10	13
R-5 Small Lot Single Family	11	46	58
	1	66	82
	6	74	93
Civic	10	30	38
	12	0	7 ^{ad}
Public Facilities (PF)	13	0	0

a. Each lot must contain at least 1 dwelling unit but may contain additional units consistent with the allowance for ADUs and middle housing.

b. For townhouses, the combined lots of the townhouse project shall be considered a single lot for the purposes of the minimum and maximum of this table. In no case shall the density of a townhouse project exceed 25 dwelling units per net acre.

c. For development proposals for initial development in Frog Pond West submitted on or after November 18, 2021, the development of middle housing units equivalent to 10% of the maximum lots, rounded up to the next whole number, is required. For example, if a development is permitted a maximum of 43 lots, at least 5 middle housing units must be provided. Middle housing types under this requirement are limited to those allowed during the initial development of Frog Pond West.

ad. These metrics apply to infill housing within the Community of Hope Church property, should they choose to develop housing on the site. Housing in the Civic sub-district is subject to the R-7 Medium Lot Single Family regulations.

C. Redevelopment to Add Middle Housing. After lots in the RN zone have been developed with at least one residential unit, redevelopment to add middle housing units other than townhouses shall be exempt from maximum density requirements. The maximum density for townhouses shall be the less of: (1) four times the density permitted for single-family detached dwellings, or (2) 25 dwelling units per net acre.

(.07) Development Standards Generally

- A. Unless otherwise specified by this the regulations in this Residential Development Zone chapter, all development must comply with Section 4.113,

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Standards Applying to Residential Development in Any Zone.

(.08) Lot Development Standards:

- A. Lot development shall be consistent with this code and applicable provisions of an approved legislative master plan.
- B. Lot Standards Generally. For the Frog Pond West Neighborhood, Table 2 establishes the lot development standards unless superseded or supplemented by other provisions of the Development Code.
- C. Lot Standards for Small Lot Sub-districts. The purpose of these standards is to ensure that development in the Small Lot Sub-districts includes varied design that avoids homogenous street frontages, creates active pedestrian street frontages and has open space that is integrated into the development pattern.

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

1. Alleys.
2. Residential main entries grouped around a common green or entry courtyard (e.g. cluster housing (Frog Pond West Master Plan)).
3. Four or more residential main entries facing a pedestrian connection allowed by an applicable legislative master plan.
4. Garages recessed at least 4 feet from the front façade or 6 feet from the front of a front porch.

Table 2: Neighborhood Zone Lot Development Standards

Neighborhood Zone Sub- District	Min. Lot Size (sq.ft.) ^{A,B}	Min. Lot Depth (ft.)	Max. Lot Coverage (%)	Min. Lot Width ^{L,G,I, H,N} (ft.)	Max. Bldg. Height ^{F,H} (ft.)	Setbacks ^{H,K,L,M}				
						Front Min. (ft.)	Rear Min. (ft.)	Side Min. (note)	Garage Min Setback from Alley (ft.)	Garage Min Setback from Street ^K Street ^{O,P} (ft.)
R-10 Large Lot Single Family	8,000 ^A	60'	40% ^B _E	40	35	20 ^E _F	20	I	18 ^B ₁₈ ^G	20
R-7 Medium Lot Single Family	6,000 ^{AC}	60'	45% ^B _E	35	35	15 ^{EE}	15	I	18 ^B ₁₈ ^G	20
R-5 Small Lot Single Family	4,000 ^{AC} _D	60'	60% ^B _E	35	35	12 ^{CE}	15	I	18 ^B ₁₈ ^G	20

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- Notes: A Minimum lot size ~~May~~ 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 (Frog Pond West Master Plan) may be reduced to 80% of minimum lot size. ~~Duplexes in the R-5 Sub-District have a 6,000 SF minimum lot size.~~
- B For townhouses the minimum lot size in all sub-districts is 1,500 square feet
- C In R-5 and R-7 sub-districts the minimum lot size for quadplexes and cottage clusters is 7,000 square feet
- D In R-5 sub-districts the minimum lot size for triplexes is 5,000 square feet
- BE On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%. Cottage clusters are exempt from maximum lot coverage standards.
- CF Front porches may extend 5 feet into the front setback.
- DG 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.
- FH Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
- I For townhouses in all sub-districts minimum lot width is 20 feet.
- GJ May be reduced to 24' when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive or a public pedestrian access in a cluster housing (Frog Pond West Master Plan) development.
- HK 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.
- L For cottage clusters all setbacks otherwise greater than 10 feet for other housing types is reduced to 10 feet
- IM 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.
- JN For cluster housing (Frog Pond West Master Plan) with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right of way or a public pedestrian access easement linking the courtyard with the Public Way.
- KO All lots ~~Duplexes~~ with front-loaded garages are limited to one shared standard-sized driveway/apron per street regardless of the number of units on the lot.
- P The garage shall be setback a minimum of 18 feet from any sidewalk easements that parallels the street.

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D. Lot Standards Specific to the Frog Pond West Neighborhood.

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

(.09) Open Space:

A. Purpose. The purposes of these standards for the Residential Neighborhood Zone are to:

1. Provide light, air, open space, and useable recreation facilities to occupants of each residential development.
2. Retain and incorporate natural resources and trees as part of developments.
3. Provide access and connections to trails and adjacent open space areas.

For Neighborhood Zones which are subject to adopted legislative master plans, the standards work in combination with, and as a supplement to, the park and open space recommendations of those legislative master plans. These standards supersede the ~~Outdoor Recreational Area~~ Open Space requirements in WC Section 4.113 (.01).

B. Within the Frog Pond West Neighborhood, the following standards apply:

1. Properties within the R-10 Large Lot ~~Single Family~~ sub-districts and R-7 Medium Lot ~~Single Family~~ sub-districts are exempt from the requirements of this section. If the Development Review Board finds, based upon substantial evidence in the record, that there is a need for open space, they may waive this exemption and require open space proportional to the need.
2. For properties within the R-5 Small Lot ~~Single Family~~ sub-districts, Open Space Area shall be provided in the following manner:
 - a. Ten percent (10%) of the net developable area shall be in open space. Net developable area does not include land for non-residential uses, SROZ-regulated lands, streets and private drives, alleys and pedestrian connections. Open space must include at least 50% usable open space as defined by this Code and other like space that the Development Review Board finds will meet the purpose of this section.
 - b. Natural resource areas such as tree groves and/or wetlands, and

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unfenced low impact development storm water management facilities, may be counted toward the 10% requirement at the discretion of the Development Review Board. Fenced storm water detention facilities do not count toward the open space requirement. Pedestrian connections may also be counted toward the 10% requirement.

- c. The minimum land area for an individual open space is 2,000 square feet, unless the Development Review Board finds, based on substantial evidence in the record, that a smaller minimum area adequately fulfills the purpose of this Open Space standard.
- d. The Development Review Board may reduce or waive the usable open space requirement in accordance with Section 4.118(.03). The Board shall consider substantial evidence regarding the following factors: the walking distance to usable open space adjacent to the subject property or within 500 feet of it; the amount and type of open space available adjacent or within 500 feet of the subject property, including facilities which support creative play.
- e. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants or agreements prior to recordation.

(.10) Block, access and connectivity standards:

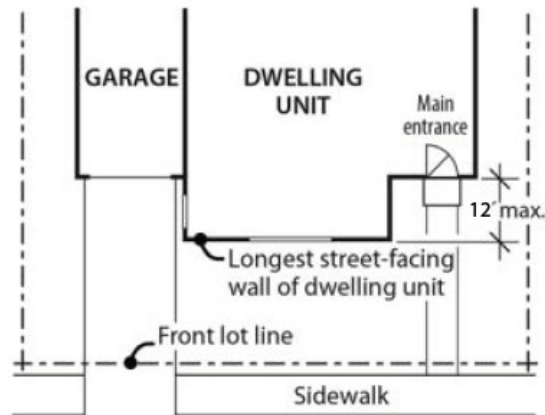
- A. Purpose. These standards are intended to regulate and guide development to create: a cohesive and connected pattern of streets, pedestrian connections and bicycle routes; safe, direct and convenient routes to schools and other community destinations; and, neighborhoods that support active transportation and Safe Routes to Schools.
- B. Blocks, access and connectivity shall comply with adopted legislative master plans.
 - 1. Within the Frog Pond West Neighborhood, streets shall be consistent with Figure 18, Street Demonstration Plan, in the Frog Pond West Master Plan. The Street Demonstration Plan is intended to be guiding, not binding. Variations from the Street Demonstration Plan may be approved by the Development Review Board, upon finding that one or more of the following justify the variation: barriers such as existing buildings and topography; designated Significant Resource Overlay Zone areas; tree groves, wetlands or other natural resources; existing or planned parks and other active open space that will serve as pedestrian connections for the public; alignment with property lines and ownerships that result in

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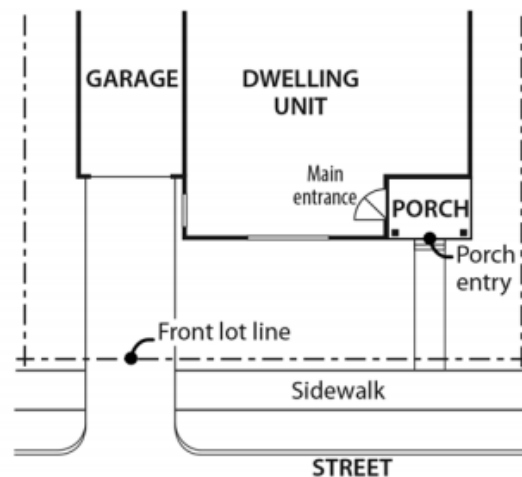
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efficient use of land while providing substantially equivalent connectivity for the public; and/or site design that provides substantially equivalent connectivity for the public.

2. If a legislative master plan does not provide sufficient guidance for a specific development or situation, the Development Review Board shall use the block and access standards in Section 4.124 (.06) as the applicable standards.
- (.11) Signs. Per the requirements of Sections 4.156.01 through 4.156.11 and applicable provisions from adopted legislative master plans.
 - (.12) Parking. Per the requirements of Section 4.155 and applicable provisions from adopted legislative master plans.
 - (.13) Corner Vision Clearance. Per the requirements of Section 4.177.
 - (.14) Main Entrance Standards
 - A. Purpose. These standards:
 1. Support a physical and visual connection between the living area of the residence and the street;
 2. Enhance public safety for residents and visitors and provide opportunities for community interaction;
 3. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
 4. 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.
 - B. Location. At least one main entrance for each structure must:
 1. Be within 12 feet of the longest street-facing front wall of the dwelling unit; and
 2. Either:
 - a. Face the street
 - b. Be at an angle of up to 45 degrees from the street; or
 - c. Open onto a porch. The porch must:
 - (i) Be at least 6 feet deep
 - (ii) Have at least one entrance facing the street; and
 - (iii) Be covered with a roof or trellis



Main Entrance Opening onto a Porch



C. Distance from grade. Main entrances meeting the standards in subsection B., above, must be within 4 feet of grade. For the purposes of this Subsection, grade is the average grade measured along the foundation of the longest street-facing wall of the dwelling unit.

(.15) Garage Standards

A. Purpose. These standards:

1. Ensure that there is a physical and visual connection between the living area of the residences and the street;
2. Ensure that the location and amount of the living area of the residences, as seen from the street, is more prominent than the garages;
3. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;

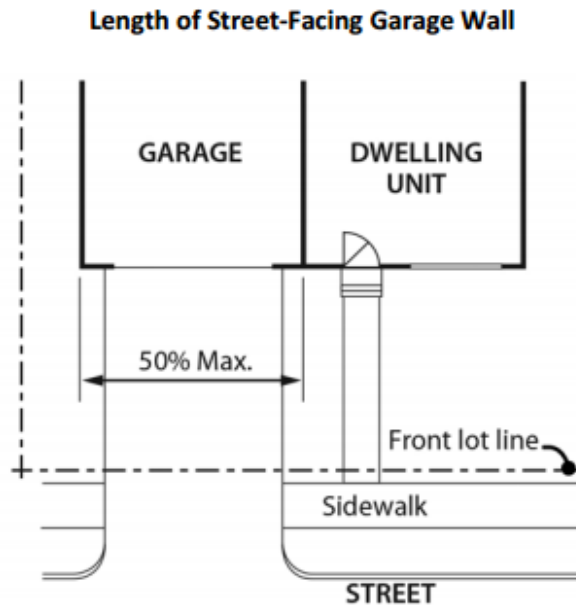
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4. Provide for a pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
5. Enhance public safety by preventing garages from blocking views of the street from inside the residence.

B. Street-Facing Garage Walls

1. Where these regulations apply. Unless exempted, the regulations of this subsection apply to garages accessory to residential units.
2. Exemptions:
 - a. Garages on flag lots.
 - b. Development on lots which slope up or down from the street with an average slope of 20 percent or more.
3. Standards.
 - a. The length of the garage wall facing the street may be up to 50 percent of the length of the street-facing building façade. For duplexes, middle housing, this standard applies to the total length of the street-facing façades. For all other lots, detached single-family and accessory structures, the standards apply to the street-facing façade of each unit. For corner lots, this standard applies to only one street side of the lot. For lots less than 50 feet wide at the front lot line, the standard in (b) below applies.
 - b. For lots less than 50 wide at the front lot line, the following standards apply:
 - (i) The width of the garage door may be up to 50 percent of the length of the street-facing façade.
 - (ii) The garage door must be recessed at least 4 feet from the front façade or 6 feet from the front of a front porch.
 - (iii) The maximum driveway width is 18 feet.
 - c. Where a dwelling abuts a rear or side alley or a shared driveway, the garage shall orient to the alley or shared drive.
 - d. 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.

- e. 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.



(.16) Residential Design Standards

A. Purpose. These standards:

1. Support consistent quality standards so that each home contributes to the quality and cohesion of the larger neighborhood and community.
2. Support the creation of architecturally varied homesstructures, blocks and neighborhoods, whether a neighborhood develops all at once or one lot at a time, avoiding homogeneous street frontages that detract from the community's appearance.

B. Applicability. These standards apply to all façades facing streets, pedestrian connections, parks, open space tracts, the Boeckman Trail, or elsewhere as required by this Code or the Development Review Board. Exemptions from these standards include: (1) Additions or alterations adding less than 50% to the existing floor area of the structure; and, (2) Additions or alterations not facing a street, pedestrian connection, park, or open space tract.

C. Windows. The standards for minimum percentage of façade surface area in windows are below. These standards apply only to facades facing streets, and pedestrian connections, parks, and open space tracts.

1. For two-story homesstructures:

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- a. 15% - front facades
 - b. 12.5% – front facades if a minimum of six (6) design elements are provided per Section 4.127 (0.15) E, Design Menu.
 - c. 10% - front facades facing streets if a minimum of seven (7) design elements are provided per Section 4.127 (0.15) E, Design Menu.
2. For one-story homesstructures:
 - a. 12.5% - front facades
 - b. 10 % – front facades if a minimum of six (6) design elements are provided per Section 4.127 (0.15) E, Design Menu.
 3. For all homesstructures: 5% for street-side facades.
 4. Windows used to meet this standard must provide views from the building to the street. Glass block does not meet this standard. Windows in garage doors and other doors count toward this standard.
 5. Street-facing facades along Boeckman Road and Stafford Road must meet the standards for front facades.
- D. 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 feet on façades facing streets, pedestrian connections, parks, open space tracts, or elsewhere as required by this Code or the Development Review Board. Where a façade governed by this standard is less than 30 feet in length, at least one of the above-cited features shall be provided.
- E. Residential Design Menu. Residential structures shall provide a minimum of five (5) of the design elements listed below for front facades and facades facing Boeckman Road, unless otherwise specified by the code. For side facades facing streets, ~~or~~ pedestrian connections, parks, open space tracts, a minimum of three (3) of the design elements must be provided. Where a design features includes more than one element, it is counted as only one of the five required elements.
1. Dormers at least three (3) feet wide.
 2. Covered porch entry – minimum 48 square foot covered front porch, minimum six (6) feet deep and minimum of a six (6) foot deep cover. A covered front stoop with minimum 24 square foot area, 4 foot depth and hand rails meets this standard.
 3. Front porch railing around at least two (2) sides of the porch.
 4. Front facing second story balcony – projecting from the wall of the

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building a minimum of four (4) feet and enclosed by a railing or parapet wall.

5. Roof overhang of 16 inches or greater.
 6. Columns, pillars or posts at least four (4) inches wide and containing larger base materials.
 7. Decorative gables – cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends or brackets (does not include a garage gable if garage projects beyond dwelling unit portion of street façade).
 8. Decorative molding above windows and doors.
 9. Decorative pilaster or chimneys.
 10. Shakes, shingles, brick, stone or other similar decorative materials occupying at least 60 square feet of the street façade.
 11. Bay or bow windows – extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
 12. Sidelight and/or transom windows associated with the front door or windows in the front door.
 13. Window grids on all façade windows (excluding any windows in the garage door or front door).
 14. Maximum nine (9) foot wide garage doors or a garage door designed to resemble two (2) smaller garage doors and/or windows in the garage door (only applicable to street facing garages).
 15. Decorative base materials such as natural stone, cultured stone or brick extending at least 36 inches above adjacent finished grade occupying a minimum of 10 % of the overall primary street facing façade.
 16. Entry courtyards which are visible from, and connected directly to, the street. Courtyards shall have a minimum depth of 10 feet and minimum width of 80% of the non-garage/driveway building width to be counted as a design element.
- F. House Plan Variety. No two directly adjacent or opposite dwelling units residential structures may possess the same front or street-facing elevation. A structure containing multiple middle housing units shall be considered a single residential structure for the purpose of house plan variety. 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 façades repeat on the same block face, they must have at least three intervening lots-residential structures 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.~~

G. Prohibited Building Materials. The following construction materials may not be used as an exterior finish:

1. Vinyl siding.
2. Wood fiber hardboard siding.
3. Oriented strand board siding.
4. Corrugated or ribbed metal.
5. Fiberglass panels.

(.17) Fences

A. Within Frog Pond West, fences shall comply with standards in 4.113 (.07) except as follows:

1. Columns for the brick wall along Boeckman Road and Stafford Road shall be placed at lot corners where possible.
2. A solid fence taller than 4 feet in height is not permitted within 8 feet of the brick wall along Boeckman Road and Stafford Road, except for fences placed on the side lot line that are perpendicular to the brick wall and end at a column of the brick wall.
3. Height transitions for fences shall occur at fence posts.

(.18) Homes Residential Structures Adjacent to Schools, Parks and Public Open Spaces

- A. Purpose. The purpose of these standards is to ensure that development adjacent to schools and parks is designed to enhance those public spaces with quality design that emphasizes active and safe use by people and is not dominated by driveways, fences, garages, and parking.
- B. Applicability. These standards apply to development that is adjacent to or faces schools and parks. As used here, the term adjacent includes development that is across a street or pedestrian connection from a school or park.
- C. Development must utilize one or more of the following design elements:
 1. Alley loaded garage access.
 2. On corner lots, placement of the garage and driveway on the side street that does not face the school, park, or public open space.
 3. Recess of the garage a minimum of four feet from the front façade of the home. A second story above the garage, with windows, is encouraged for this option.
- D. Development must be oriented so that the fronts or sides of homes residential structures face adjacent schools or parks. Rear yards and rear fences may

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generally not face the schools or parks, unless approved through the waiver process of 4.118 upon a finding that there is no practicable alternative due to the size, shape or other physical constraint of the subject property.

[4.127 Residential Neighborhood Zone Section updated by Ord. No. 806, July 2017]

DRAFT

Middle Housing Work Session Attachment 1



FROG POND WEST

Master Plan



*A Vision and Implementation Strategy for
Wilsonville's Next Great Neighborhood*

Adopted by Wilsonville City Council

JULY 17, 2017



Middle Housing Work Session Attachment 1

A VISION FOR FROG POND IN 2035

The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community's hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville.

*Frog Pond Area Plan Vision Statement,
adopted by Wilsonville City Council November 16, 2015.*

Funding for the Frog Pond Area Plan was provided by a Metro Community Planning and Development Grant and the City of Wilsonville.



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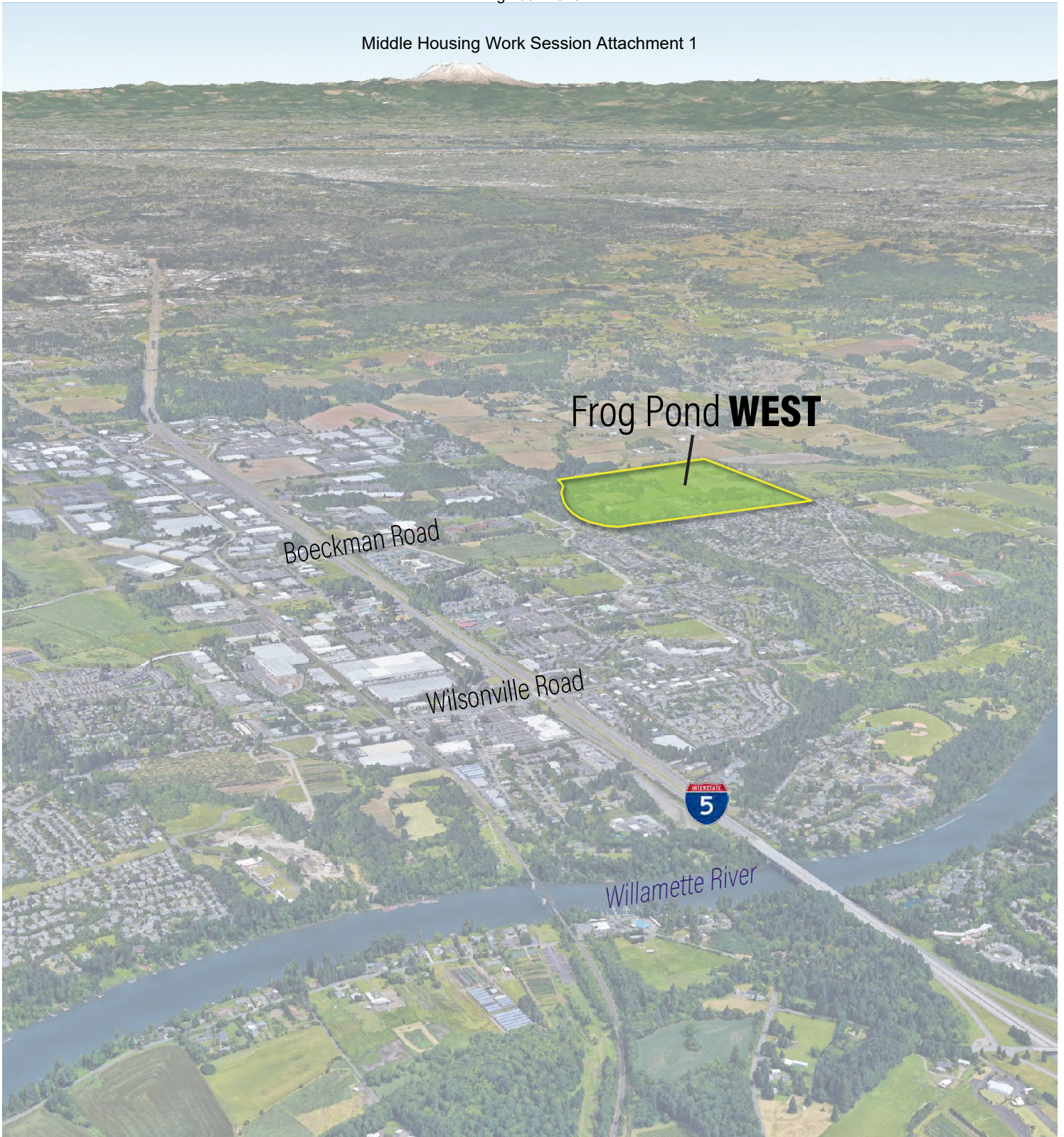


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Middle Housing Work Session Attachment 1



Purpose and scope



Frog Pond **WEST**
Master Plan

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PURPOSE

The purposes of the Frog Pond West Master Plan (Master Plan) are to:

1. Establish the overall vision for the Frog Pond West Neighborhood.
2. Illustrate and define neighborhood-specific plans and requirements for land use, streets, pedestrian connections, bike routes, parks and open spaces, and natural resource areas.
3. Describe and illustrate the City's expectations for high-quality architectural and community design.
4. Serve as the guide for coordinating individual developments and public realm improvements into a cohesive whole.
5. Provide implementation strategies for land use regulations and infrastructure funding.

SCOPE AND REGULATORY ROLE

The Master Plan applies to the 181-acre area added to the Urban Growth Boundary (UGB) in 2002, located west of Stafford Road and north of Boeckman Road in East Wilsonville. Frog Pond West is approximately one-third of the area that was concept planned as part of the Frog Pond Area Plan (Area Plan), which was adopted by the Wilsonville City Council on November 16, 2015. The chapters of the Master Plan address Frog Pond West's intended vision; land use; residential and community design; transportation; parks and open spaces; and public lighting, street trees, gateways, and signage. Regulatory and infrastructure funding implementation are also included. Infrastructure plans were completed as part of the Area Plan, and are included in the Appendix for reference.



Frog Pond **WEST**

Master Plan

The Frog Pond West Master Plan is an adopted “supporting document” of the Wilsonville Comprehensive Plan (Plan), with the regulatory force and effect of the Plan. The Master Plan fits within a three-part regulatory structure for development review in Frog Pond West. The Comprehensive Plan provides the policies and high level intent for Frog Pond West. The Master Plan establishes the overall vision, descriptive and illustrative guidance, and geographically-specific requirements for development, with a focus on integrating private development with planned public realm improvements. The Development Code (Code) establishes the zoning, standards, and procedures for development. The Code references parts of the Master Plan as regulatory elements, which are applied as standards and review criteria. Those parts of the Master Plan not specifically referenced by the Code are descriptive and illustrative of the City’s general expectations for development—they will be used as guidance to the City’s discretionary review of development.

THE PLANNING PROCESS

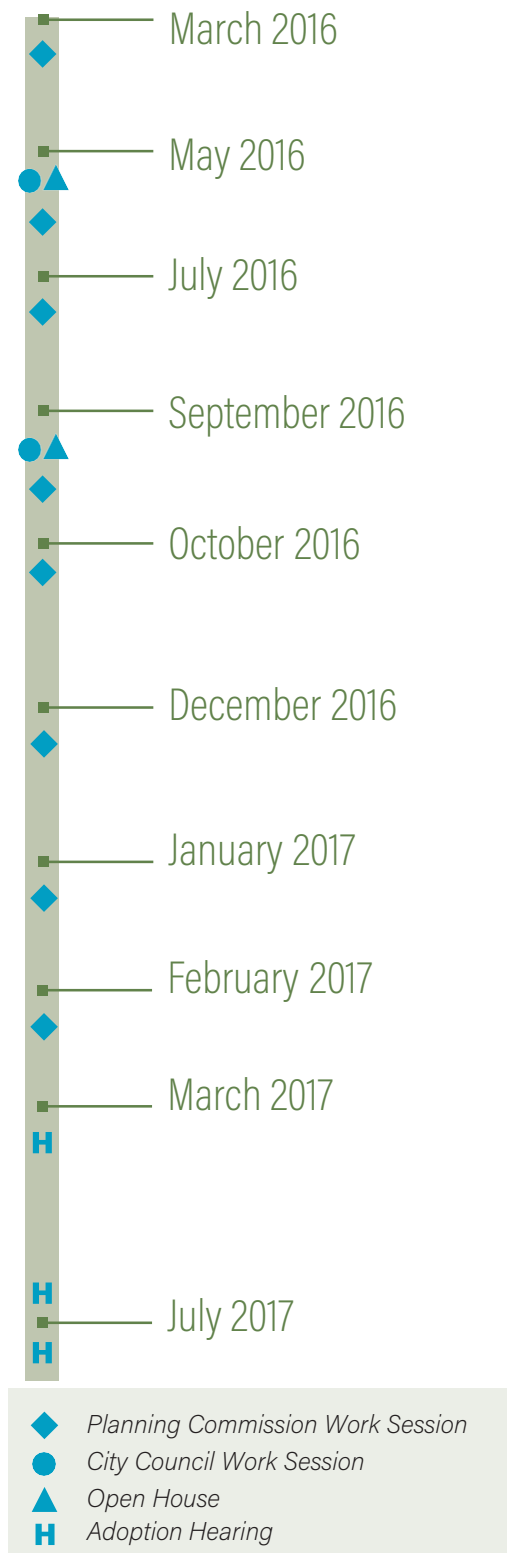
Planning for the Frog Pond Area as part of Wilsonville began with the City’s first City Plan in 1972, where it was shown as a residential area. The context for that vision evolved over time through the introduction of statewide planning, Wilsonville’s first Comprehensive Plan, the inclusion of the area in the UGB, and the designation of urban reserves. Figure 1 depicts key milestones during the four decades that led up to concept planning for the Frog Pond Area and master planning for Frog Pond West.

The Frog Pond Area Plan was a two-year planning process that provided extensive opportunities for community involvement, including:

Figure 1. Wilsonville Planning Milestones



Figure 2. Frog Pond Master Plan Timeline



- May 2014: Frog Pond Area Plan Kick Off
- October 2014: Open House and Online Survey
- January 2015: Joint City Council / Planning Commission Work Session
- April 2015: Open House and Online Survey
- June - August 2015: City Council / Planning Commission Work Sessions
- September - November 2015: Area Plan Adoption

Building from the community involvement process used for the Area Plan, the Master Plan was created through an open and inclusive process that began in March 2016 and continued through mid 2017. The process included:

- Eight work sessions with the Planning Commission.
- Two briefings with the City Council.
- Two community Open Houses.
- Ongoing maintenance of the project website.
- Ongoing distribution of information through email updates to the Interested Parties email list, articles in the Wilsonville Spokesman, updates in the Boones Ferry Messenger, and mailed notices of events.
- Stakeholder meetings with developers and property owners regarding the draft infrastructure funding plan.
- Many individual meetings and communications with property owners and interested parties.
- Public hearings in March (Planning Commission) and June-July (City Council), 2017.



MASTER PLAN UPDATE

Since adoption of the Frog Pond West Master Plan in 2017, additional plans and policies have been adopted at the State and City level addressing housing variety and affordability.

In 2019, the Oregon State Legislature passed House Bill 2001 (HB 2001) to help provide Oregonians with more housing choices. HB 2001 requires Oregon cities with populations over 25,000 and those within the Portland metro area (referred to as "Large Cities") to adopt zoning regulations and comprehensive plan amendments to allow middle housing in areas zoned for residential use that allow for the development of detached single-family dwellings. Specifically, Large Cities must allow:

- A duplex on each lot or parcel zoned for residential use that allows for the development of detached single-family dwellings; and
- Triplexes, quadplexes, cottage clusters, and townhouses in areas zoned for residential use that allow for the development of detached single-family dwellings.

Because the Frog Pond West Master Plan is considered a supporting document of the Wilsonville Comprehensive Plan, updates to the Master Plan are needed to comply with the requirements of HB 2001 and associated statutes and administrative rules (Oregon Revised Statutes [ORS] 197.758 and Oregon Administrative Rules [OAR] Chapter 660, Division 46).

OAR 660-046 provides alternative options for compliance with middle housing requirements in "existing Master Planned Communities." This provision allows Large Cities to limit development of middle housing types other than duplexes in undeveloped portions of master planned areas as long as a net residential density of 8 units per acre is permitted overall and duplexes are permitted on every lot that allows a detached single-family dwelling. After a master planned area is built out, cities cannot limit development of middle housing (i.e., as infill or redevelopment) and must comply with the minimum OAR standards.

As originally adopted, the Frog Pond West Master Plan did not allow for adequate density to qualify for this alternative compliance option. Therefore, amendments to the Master Plan were necessary to increase allowed density in Frog Pond West.

Updating the Master Plan to allow additional middle housing also implements recommendations from the Wilsonville Equitable Housing Strategic Plan (EHSP). The EHSP, adopted in June 2020, identifies a set of actions meant to move the city toward more equitable housing outcomes. Implementation Action 1B of the EHSP calls for the City to "Incorporate Equitable Housing Needs into Middle Housing



Planning” by expanding housing diversity in neighborhoods throughout the city. In recognition of the equitable housing goals in the EHSP, the City chose to exceed the State’s minimum requirements for middle housing in Frog Pond West—both by allowing additional housing types besides duplexes during initial buildout, and by requiring that a portion of each development include middle housing units. This expands the previous limited requirement for large developments over 10 acres in the R-5 small lot subdistricts, which required 10% of units to be duplexes or 2-unit townhouses. This 10% requirement has been expanded to include all subdistricts and to allow more types of middle housing to fulfill the requirement. This requirement recognizes that the remaining land in Frog Pond West is an opportunity to implement Wilsonville’s Equitable Housing Strategy, and does so in a way that balances the intent of the original Master Plan with ensuring a modest amount of middle housing is built.

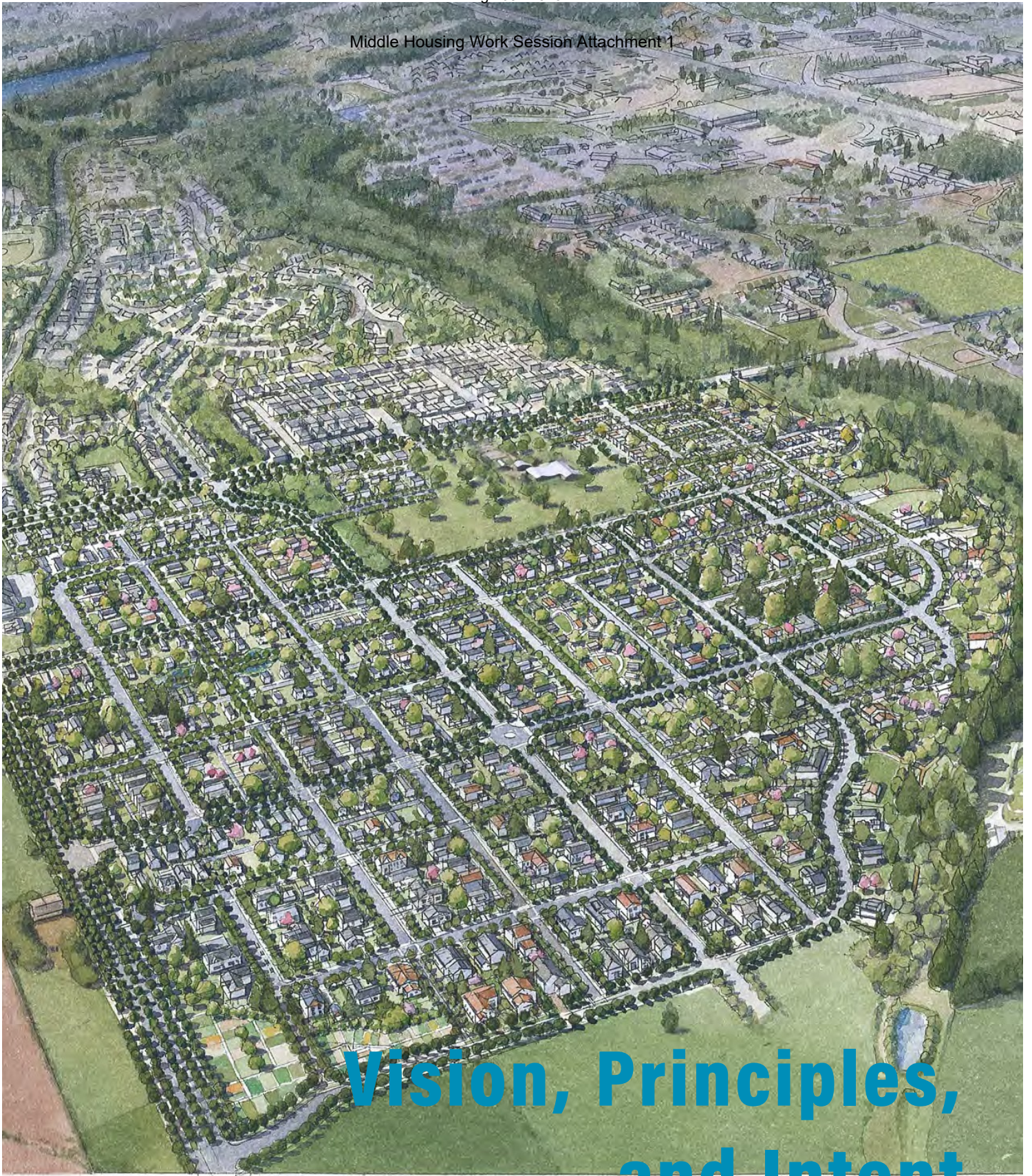
The 2021 update to the Frog Pond West Master Plan and to the Residential Neighborhood Zone (Wilsonville Code Section 4.127) is intended to comply with state laws regulating middle housing, to guide what remains of the initial Frog Pond West build-out, as well as to guide future infill and redevelopment of additional housing in the Master Plan area.



Frog Pond **WEST**
Master Plan

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Vision, Principles, and Intent



*** This chapter is not included in this review



Land Use



Frog Pond **WEST**
Master Plan

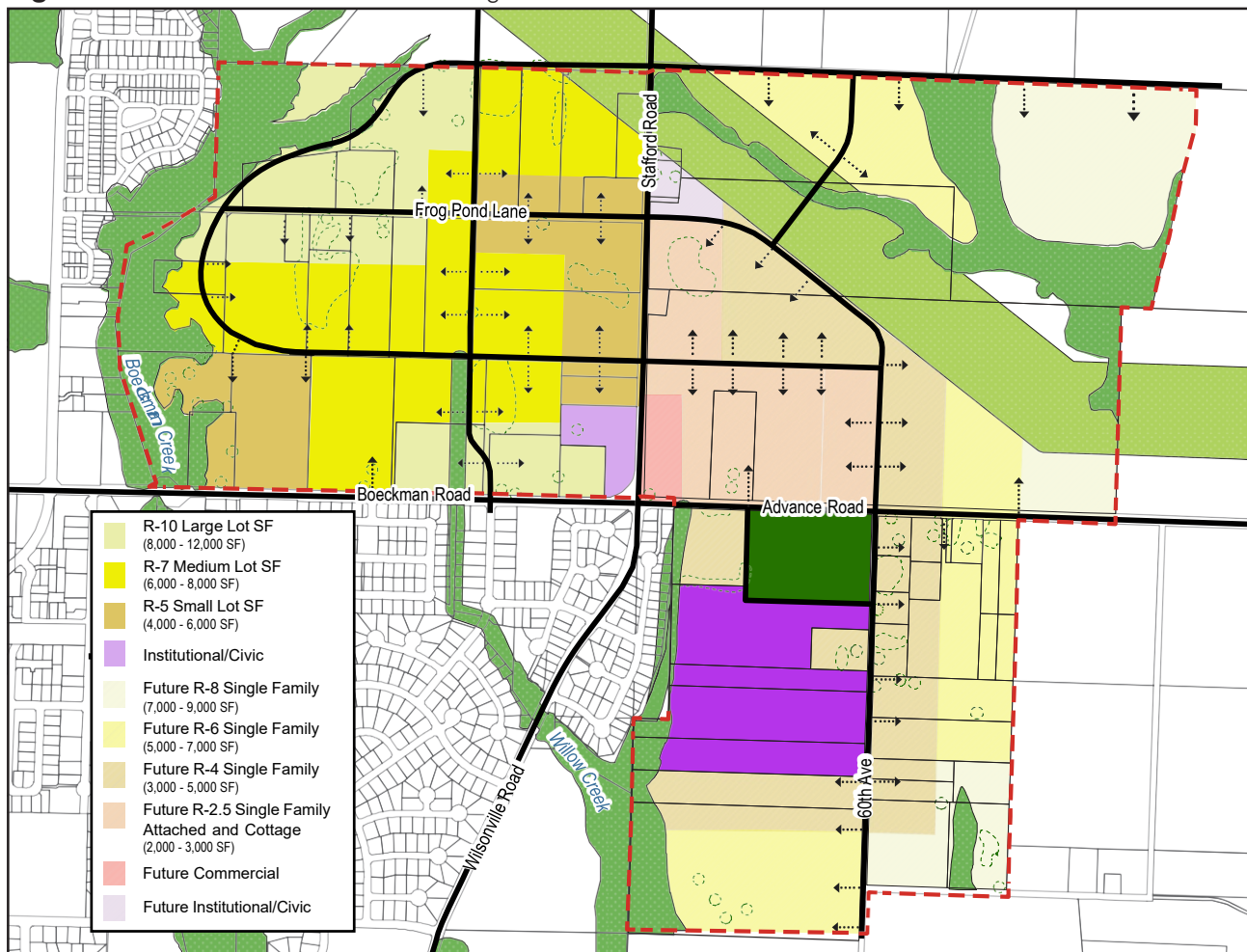
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FROG POND AREA PLAN CONTEXT

The 181-acre Frog Pond West Neighborhood is part of the larger 500-acre Frog Pond Area, which has been planned by the City in the adopted Frog Pond Area Plan.¹ The entire Frog Pond Area is a logical and intuitive extension of the City of Wilsonville. Historically, it was part of the City's early settlement pattern, with important gathering places for the rural farming community, such as the Grange Hall (originally the Frog Pond School) and the Frog Pond Church. Physically, it is adjacent to key connector streets (e.g. Wilsonville and Boeckman Roads), existing neighborhoods, and natural areas such as Boeckman Creek. Even the shape of the study area wraps around the edge of the community.

Figure 4. Land Use Framework from Frog Pond Area Plan



¹ The Frog Pond Area Plan, A Concept Plan for Three New Neighborhoods in East Wilsonville, was adopted by the Wilsonville City Council on November 16, 2015. The adopted Area Plan is shown above. The land use designations are subject to change as the Area Plan is implemented through adopted Master Plans, code updates, and development reviews.



Frog Pond **WEST**
Master Plan

The Frog Pond Area is naturally comprised of three parts: the area west of Stafford Road, which is inside the Urban Growth Boundary and is the subject of the Master Plan; the area east of Stafford Road and north of Advance Road; and the area south of Advance Road. The Area Plan utilizes this framework to establish a vision for three new walkable neighborhoods: Frog Pond West, Frog Pond East, and Frog Pond South.

The Area Plan provides an area-wide concept plan that includes a land use framework, transportation framework, bicycle/pedestrian framework, and parks framework (see Appendix B). The Area Plan also includes the following elements that set the planning context for the Frog Pond West Master Plan:

- A vision statement and guiding principles for the Frog Pond Area.
- A framework for three walkable and connected neighborhoods.
- A phased residential land use strategy that emphasizes lower density and detached homes in the West Neighborhood, and a greater mix of housing types in the East and South Neighborhoods.
- Demonstration plans that illustrate community design principles.
- A future 3.2-acre neighborhood commercial center in the East Neighborhood.
- Five civic land uses: the Frog Pond Grange, the Community of Hope Church, the 10-acre Community Park, the 30-acre middle school and future school site south of Advance Road, and the 10-acre future school site in Frog Pond West—all connected by pedestrian routes, bike paths, and trails.²
- A network of streets, traffic controls, intersection treatments, and potential local street connections.
- A network of bicycle routes, pedestrian routes, and trails. The trails wrap around the area and include the Boeckman Trail, BPA Easement Trail, School Connection Trail, and 60th Avenue Trail.
- Two parks and a future school site in the West Neighborhood, a neighborhood park in the East Neighborhood, and schools in the South Neighborhood
- Infrastructure plans to support full buildout of the area.

² *The future school site in the West Neighborhood was added as part of the Frog Pond West Master Plan process.*



PLANNING AND ZONING DESIGNATION – RESIDENTIAL NEIGHBORHOOD

A new “Residential Neighborhood” Comprehensive Plan Map and Zoning Map designation will be applied to Frog Pond West. The purpose of the new designation is to explicitly implement the vision for Frog Pond West as a great neighborhood, as described in the following Comprehensive Plan policy:

Policy 4.1.7a *New neighborhoods in residential urban growth expansion areas may be designated “Residential Neighborhood” on the Comprehensive Plan Map.*

The purpose of the Residential Neighborhood designation is to:

1. Implement legislative area plans and master plans for new neighborhoods in Wilsonville.
2. Create attractive and connected residential neighborhoods.
3. Regulate and coordinate development to result in cohesive neighborhoods that include: walkable and active streets; a variety of housing appropriate to each neighborhood; connected paths and open spaces; parks and other non-residential uses that are focal points for the community; and connections to and integration with the larger Wilsonville community.
4. Encourage and require high-quality architectural and community design.
5. Provide transportation choices, including active transportation options.
6. Preserve and enhance natural resources so that they are an asset to the neighborhoods, and there is adequate visual and physical access to nature.

The Residential Neighborhood designation has been crafted so that it may be applied to the other neighborhoods within the Frog Pond Area Plan, as well as any other areas the City deems appropriate. Figure 5 shows the Residential Neighborhood designation in the context of surrounding Comprehensive Plan designations.

The Residential Neighborhood Zone district (RN) implements the Comprehensive Plan. It is a hybrid of the zoning approaches used within the City’s Planned Development Residential Zones and the Villebois Village Zone. It includes the elements summarized below and is described in more detail in the Master Plan and in the Code.

- **Purpose.** The purpose statement mirrors the Comprehensive Plan policy cited above.
- **Planned Development Residential procedures.** The RN Zone will be administered through the same process as PDR Zones are in other areas of the City.



- **Uses similar to PDR but updated for Frog Pond.** The use lists from PDR have been used as a starting point for the RN Zone.
- **Subdistricts.** The Master Plan and the RN Zone establish “subdistricts” to geographically specify the minimum and maximum number of residential dwellings in each subdistrict area of the neighborhood.
- **Development standards tailored to Frog Pond.** Using the PDR and Villebois development standards as a base, development standards have been updated, as needed, to implement planning for Frog Pond.
- **Residential design standards.** The RN Zone includes residential design standards addressing main entrances, garages, architectural detailing and quality, and house plan variety.

FROG POND WEST RESIDENTIAL SUBDISTRICTS

The Master Plan establishes “subdistricts” to specify the minimum and maximum number of residential dwellings within twelve subareas of the neighborhood. The number of dwellings and density distribution are consistent with those adopted in the Frog Pond Area Plan. They are grouped into three “zones”: R-10 Large Lot, R-7 Medium Lot, and R-5 Small Lot districts. The key elements of this subdistrict approach include:

- **Net acreage calculations.** The density metrics are based on estimates of “net” buildable land, consistent with the Area Plan. Net buildable land is the remaining acreage after removing land for streets, Significant Resource Overlay Zones, storm water facilities, existing homes, wetlands, and the two planned parks.
- **Maximum densities.** For initial buildout, the maximum number of dwellings in a subdistrict is the net buildable acres divided by the average lot sizes assumed in the Area Plan: 10,000 net sq. ft. for R-10 Large Lot Single Family; 7,000 net sq. ft. for R-7 Medium Lot Single Family; and 5,000 net sq. ft. for Small Lot Single Family. Accessory Dwelling Units and Duplexes are exempt from maximum density requirements.
- **Middle Housing Requirement.** For initial buildout, proposals submitted on or after November 18, 2021 must include middle housing as a portion of every proposed development. Details are provided in WC 4.127(.06), Table 1.
- **Density exemptions for Middle Housing redevelopment - After**



lots in the Master Plan area have been developed with at least one residential unit, redevelopment to add middle housing units other than townhouses shall be exempt from maximum density requirements. The maximum density for townhouses is established by the Residential Neighborhood Zone provisions (Wilsonville Code Section 4.127).

- **Minimum densities.** The minimum number of dwellings in a subdistrict is 80% of the maximum, as required by the Wilsonville Comprehensive Plan and Development Code.
- **Proportional basis for density calculations.** Where a subject property spans more than one subdistrict, or comprises only a portion of a subdistrict, the minimum and maximum densities are established on a proportional



basis, using gross acreage. See Appendix C for further information on the subdistrict metrics and method for calculating proportional density.

- Flexibility.** The City may allow a reduction in the minimum density for a subdistrict when it is demonstrated that the reduction is necessary due to topography; protection of trees, wetlands, and other natural resources; constraints posed by existing development; infrastructure needs; provision of non-residential uses; or similar physical conditions.

The subdistrict approach provides a straightforward and clear method of establishing lot types, densities, and standards that implement the Area Plan. It eliminates the uncertainty that the City, property owners, and developers often face when using the old formulas for density calculation in the Code. The draft Frog Pond West subdistrict method is simpler and more predictable for all parties, while still providing flexibility. Table 1 lists the minimum and maximum dwelling units in each subdistrict.

Table 1. Minimum and Maximum Dwelling Units Permitted in Each Subdistrict

(NOTE: This table does not reflect updated density provisions for middle housing. See WC 4.127 (.06), Table 1.)

Area Plan Designation	Frog Pond West Subdistrict	Minimum Dwelling Units in Subdistrict	Maximum Dwelling Units in Subdistrict
R-10 Large Lot Single Family (8,000 – 12,000 SF)	3	26	32
	7	24	30
	8	43	53
R-7 Medium Lot Single Family (6,000 – 8,000 SF)	2	20	25
	4	86	107
	5	27	33
	9	10	13
	11	46	58
R-5 Small Lot Single Family (4,000 – 6,000 SF)	1	66	82
	6	74	93
	10	30	38
Civic	12	0	7 ^a
Public Facilities (PF)	13	0	0
TOTAL		452	571



Frog Pond **WEST**

Master Plan

- a *These metrics apply to infill housing within the Community of Hope Church property, should the property owner choose to develop housing on the site. Housing in the Civic subdistrict is subject to the R-7 Medium Lot ~~Single-Family~~ regulations.*



OTHER LAND USES

Land use in Frog Pond will be predominately, but not exclusively, residential. The streets, parks, future school, natural areas, and Community of Hope Church are important parts of the overall land use pattern. The following is an estimate of the acres of broad category land uses in Frog Pond West:

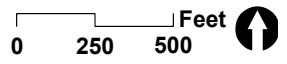
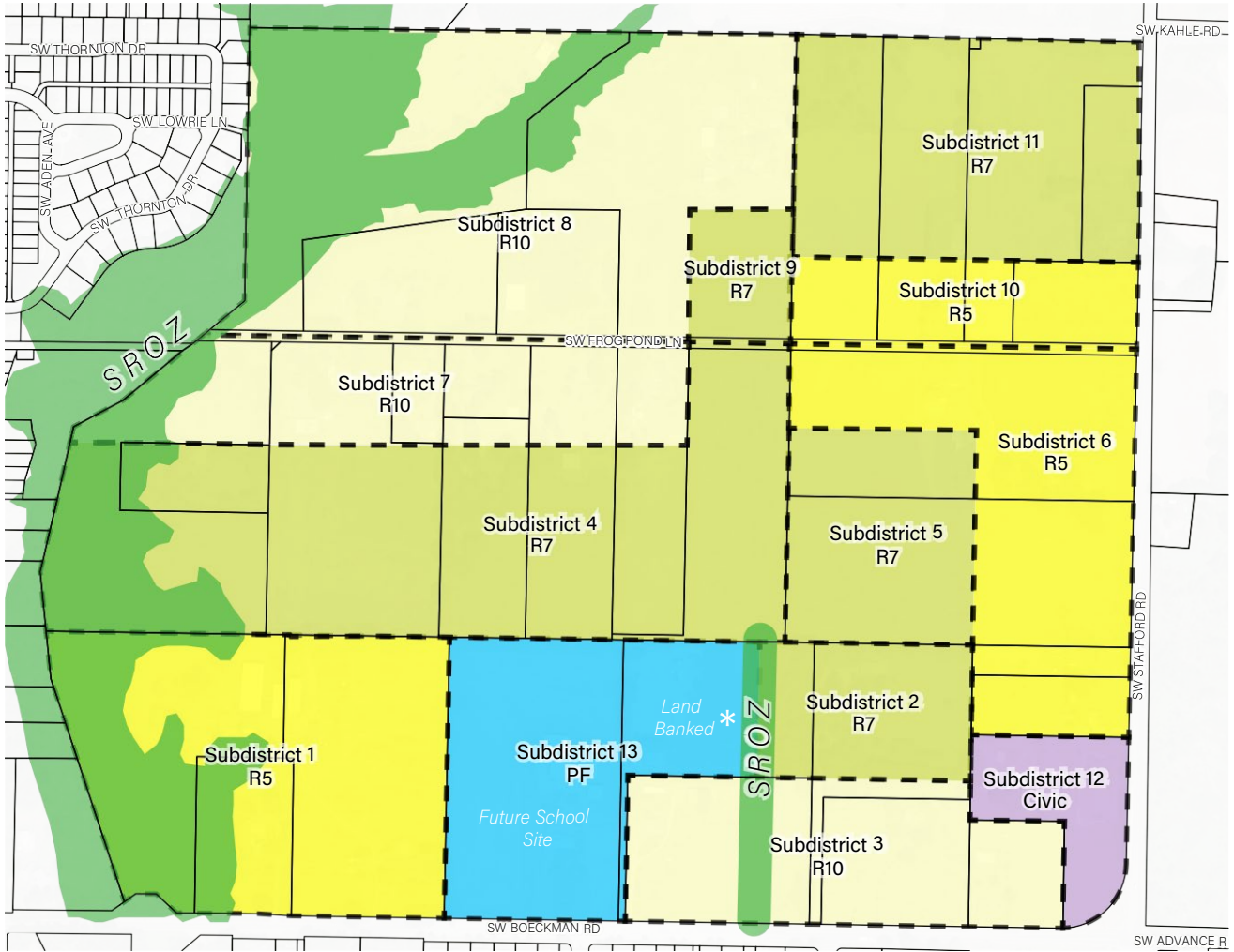
- **Net Residential Area:** 86.5 Acres
- **Significant Resource Overlay Zone (SROZ):** 27 Acres
- **BPA Corridor:** 2.8 Acres
- **Streets and Pedestrian Connections:** 46 Acres
- **Future School:** 10.9 Acres
- **Neighborhood Park:** 2.5 Acres
- **Trailhead Park:** 1.5 Acres
- **Community of Hope Church:** 3.8 Acres
- **Total Area:** 181 Acres







The West Linn-Wilsonville School District owns three tax lots comprising 25 acres within Frog Pond West. The 10-acre property that fronts on Boeckman Road is planned for a future school, which will provide a key civic land use serving the neighborhood and surrounding area. The adjacent 5-acre parcel is labeled "land banked". The intent for this parcel is for the School District to have options for its use including school facilities, a neighborhood park, and/or residential use. The district's remaining acreage fronts on Stafford Road and is land banked for future residential uses.



Frog Pond **WEST**
 Master Plan

Figure 6. Frog Pond West Land Use and Subdistricts



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

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





Community Design



Frog Pond **WEST**
Master Plan

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OBJECTIVES

Wilsonville places a high priority on quality design, as expressed in the following existing Comprehensive Plan implementation strategy:

Implementation Measure 4.1.5.ii *The design of developments within the community can be regarded from two viewpoints: the design of structures as they relate to site and function (architectural design) and, their relationship to the surrounding area (community design). Both aspects shall be considered to be of equal importance. Good architectural design is necessary to provide visual variety and allow for individual identity. At the same time, good community design provides a sense of unity with other development while eliminating conflicting appearances.*

The Master Plan further regulates and guides development in order to achieve quality and livability. In addition to the expectation cited above, it is the premise of the Master Plan that quality design will achieve the following benefits:

- **Economic value.** Property and structure values will be enhanced by quality development.
- **Compatibility with adjacent areas.** New development will be more acceptable to existing residents of Wilsonville if the City's high standards for quality design are implemented and enhanced.
- **Coordinated and cohesive development.** As described above, one of the key challenges for Frog Pond West is to knit individual developments together into a coordinated and cohesive whole. The design standards in the Master Plan are intended to help achieve that outcome.
- **Safety.** The Master Plan emphasizes walkability on multiple levels (e.g. street plan, orientation of residential main entrances toward streets). The intent is to create a neighborhood where walking is safe, inviting, and comfortable.
- **Precedence for future neighborhoods.** Frog Pond West is the first of the new residential expansion areas that will be developed in Wilsonville, principally in East Wilsonville. It is important that a successful precedent is set, and quality design is a key tool to achieve that outcome.



MAIN ENTRANCES

Principles

- Each home is part of the larger neighborhood and community.
- Front doors and walkways should face streets.
- The front yard and porch or stoop are “semi-public” spaces.

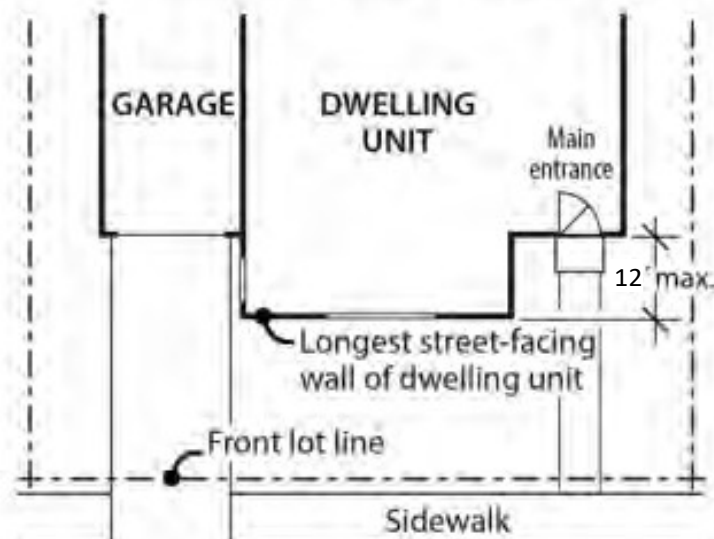
Master Plan Intent

The location of front doors, and their direct connections to the street, should:

1. Support a physical and visual connection between the living area of the residence and the street;
2. Enhance public safety for residents and visitors and provide opportunities for community interaction;
3. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
4. 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.

The Code standards require a direct visual connection between the front door of the home and the front yard and street. Porches are an excellent way to emphasize this relationship and create a transition between the private realm of the home, the “semi-public” realm of the front yard, and the public realm of the sidewalk and street.

Figure 7. Main Entrances



Precedents:
Main Entrances



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



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



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.



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



GARAGES

Principles

- *Parking and driveways should not dominate.*
- *Garages should not dominate.*

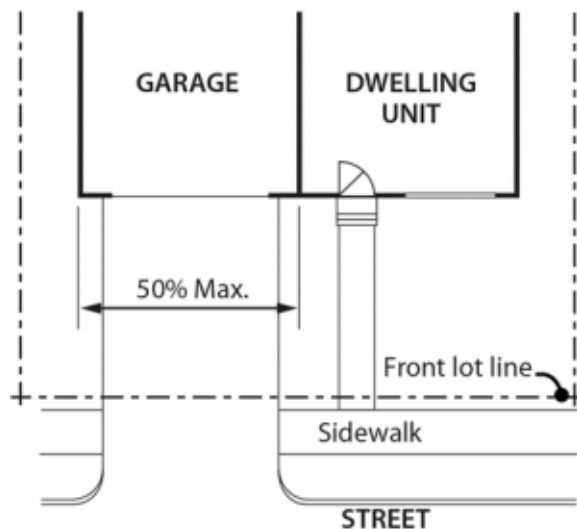
Master Plan Intent

The size and location of garages should be designed to:

1. Ensure that there is a physical and visual connection between the living area of the residence and the street;
2. Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than the garage;
3. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;
4. Provide for a more pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
5. Enhance public safety by preventing garages from blocking views of the street from inside the residence.

The Code standards require limitations on the length and setback of the front garage wall so that they do not dominate the façade. Alleys and shared driveways are encouraged as a solution to be used where applicable; alleys are a specified solution for Small Lot Residential blocks along some collector streets. There is flexibility to have larger 3-bay garages, but with a 2-foot offset so the additional garage space is diminished in appearance. A minimum setback of 20-feet is required so that off-street parking in the driveway can be accommodated without parked cars overhanging the sidewalk.

Figure 8. Length of front garage wall



Precedents:
Garages



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



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



Recessed garages help to create a more attractive neighborhood street.



RESIDENTIAL DESIGN STANDARDS

Principles

- *Each home is part of the larger neighborhood and community.*
- *Details are important.*
- *Variety is the spice of good design.*
- *Create great neighborhoods.*

Master Plan Intent

Detailed and varied home designs are intended to:

1. Support consistent quality standards so that each home contributes to the quality and cohesion of the larger neighborhood and community.
2. Support the creation of architecturally varied homes, blocks, and neighborhoods—whether a neighborhood develops all at once or one lot at a time—avoiding homogeneous street frontages that detract from the community's appearance.

There are three groups of standards to achieve quality residential design:

- **Windows and Articulation.** A percentage of the façade must be made up of windows, including glazed portions of doors. Varied rooflines, offsets, balconies, and other forms of articulation are required to add interest, shadow lines, and variety to the façade.
- **Design Menu.** Architectural detailing and variety is required through a flexible “menu” of standards. Builders may choose from a list of standards and meet a subset of them specified by the code. This system is in use in many cities and has proven to be effective and easily administered. Examples of the standards include: dormers, covered porch entries, second story balconies, roof overhangs (minimum 16”), decorative gables, stone or other decorative materials, transom windows, and decorative base materials (minimum 36” in height).
- **House Plan Variety.** The basic requirement is that no two adjacent or opposite dwellings residential structures may have the same elevation. Small lot developments over 10 acres are required to incorporate duplexes or attached 2-unit homes. These standards are intended to promote variety, create interesting streetscapes, and prevent monotony.





Precedents:

Residential Design Standards



Details are important.



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



Use of alleys and orientation to pedestrian connections provides pedestrian-friendly frontages.



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



LOT AND SITE DESIGN IN SMALL LOT SUBDISTRICTS

Principles

- *Each home is part of the larger neighborhood and community.*
- *Variety is the spice of good design.*
- *Design guidelines should be tailored to each zone.*

Master Plan Intent

Small Lot Subdistricts have unique lot and site design requirements in order to:

1. Ensure that development in the Small Lot Subdistricts is compatible with other developments in the Frog Pond West Neighborhood;
2. Ensure varied design that avoids homogenous street frontages;
3. Orient site design to support active pedestrian street frontages; and
4. Integrate open space into the development pattern.

Small lots present unique opportunities and challenges. On the positive side, they provide affordable housing choices, options for residents who do not want to maintain large homes and lots, and a solution for maintaining density while providing open space. They are an important part of Frog Pond's variety of housing. On the challenging side, they require careful site design to ensure an attractive street edge and compatibility with nearby larger lots. To address these issues, the Master Plan and the implementing code utilize a flexible system where one or more of the following site design elements are employed on each block:

- **Alleys**, so that streetscapes are "people places" and not dominated by closely-spaced driveways.
- **Residential main entries grouped around a common green or entry courtyard** (e.g. cluster housing) provide open space integrated with the small homes.
- **Four or more residential main entries facing a pedestrian connection** allowed by an applicable master plan to activate pedestrian connections with front doors and activity.
- **Garages recessed** at least 4 feet from the front façade or 6 feet from the front of a front porch.

***** The remainder of this chapter and all subsequent chapters are not included in this review**





Memorandum

From: Daniel Pauly AICP, Planning Manager
To: Planning Commission and City Council
Date: June 2, 2021
RE: Middle Housing Infrastructure Analyses

Attached you will find a series of sensitivity analyses exploring how potential middle housing could impact the City's infrastructure. Adopted by the Oregon Legislature in 2019, House Bill 2001 directs cities throughout Oregon to take a number of actions allowing more middle housing development; the most noteworthy being the requirements to allow duplexes on each lot that allows for development of detached single-family dwellings and allow triplexes, quadplexes, cottage clusters, and townhouses "in areas zoned for residential use." Requirements from House Bill 2001 increase the potential number of residential units on residentially-zoned land in Wilsonville, because middle housing must be allowed on all land that also allows for detached single-family homes. To do this, new middle housing construction is exempt from established density maximums. Whenever policy changes increase the allowed number of dwelling units in an area, it is important to understand potential impacts to infrastructure, particularly traffic increases. The City has a long-standing policy of infrastructure concurrency, meaning sufficient infrastructure is provided for all development in a timely manner. In order to understand the impacts of the new law and its intersection with City infrastructure plans and policies, the scope of the City's Middle Housing Project included analysis of the range of potential infrastructure impacts of the new middle housing policy.

To look at the infrastructure impacts, the City turned to the various Engineering consultants that had previously helped the City prepare the infrastructure Master Plans that are sub-components of the City's Comprehensive Plan. This approach brought a high level of familiarity with each specific piece of infrastructure to each analysis. An exception to this approach is that a stormwater analysis is not included at this time. A Stormwater Master Plan update is currently underway and is already incorporating new assumptions related to potential middle housing, and therefore, potential impacts will be addressed by the Plan.

General Approach

Wilsonville has a strong history of proactive infrastructure planning, including planning for future growth, so major issues were not anticipated. As such, the attached infrastructure system analyses do not perform an exhaustive analysis of all City infrastructure at a level done for a citywide infrastructure Master Plan. Rather, they perform a limited sensitivity or "stress test" analysis to look for potential failures or inadequacies of existing or planned infrastructure in

handling additional residential units than originally planned. The sensitivity analyses identify what, if any, areas will need more in-depth analysis as part of future updates to the respective infrastructure Master Plan or as a separate process as determined by the City.

The purpose of the analyses is to look at different growth scenarios to test what infrastructure has less excess capacity and that the City may need to further analyze. It is not forecasting actual number of additional units in these neighborhoods. The number of additional units reflected in the analyses are high, but potentially feasible numbers, for sensitivity analyses purposes. The numbers used do not reflect vetted forecasts of how many middle housing units each neighborhood will see. That level of forecasting is not part of the scope of the current project. Of note, other studies of suburban infill under House Bill 2001, such as one recently completed for Washington County by ECONorthwest, found the actual feasible infill rate of middle housing units in suburban areas to be 3%-4% at buildout.

Areas of Focus

The analyses focused on areas of the City where middle housing could potentially add units above previously assumed unit maximums for infrastructure planning purposes. This includes infill in existing, developed areas and increasing assumptions for the number of units in future growth areas, including Frog Pond.

Existing Developed Areas

For existing developed areas, the City focused on areas without existing, active homeowners' associations, which may have private restrictions on middle housing development. House Bill 2001 prohibits new private deed restrictions/agreement (such as CC&R's) from restricting Middle Housing, but does not apply retroactively. Existing neighborhoods with active HOA's generally have CC&R's that could restrict Middle Housing development; thus for this analysis, the City assumed no new or very few middle housing units would be built in these neighborhoods.

Neighborhoods/areas the City assumed, for this exercise, as not having restrictive covenants and having more potential to produce middle housing, include:

- Montgomery Way/Schroeder Way
- Courtyard Estates/Vlahos
- Canyon Creek Rd./Boeckman Rd. area properties not in subdivisions
- Daydream Ranch (plus nearby Village at Main Street single-family and Kalyca Terrace)
- Old Town
- Riverside lots adjacent to Morey's Landing
- Fox Chase
- Serene Acre/Jaci Park (Montebello area)
- Wilsonville Road/Brown Road area properties not in subdivisions
- Cyrus Estates (Queens Court)

The City provided the consultants assumed middle housing growth rates for the studied neighborhoods. The rates provided where 1.5% increase in units over 10 years, 5% over 25 years,

and 6% over 30 years. These rates started with a combination of numbers. This included growth forecasts for all housing from Metro and information from other jurisdiction about assumed middle housing infill rates. In addition, staff considered the rate of ADU development in Wilsonville as a representation of rate of development of additional housing when allowed. Knowing the purpose was to test the infrastructure system for potential issues, staff then added generous buffer amounts. The buffer amount is 0.5% for the 10-year growth rate and 2% for the 25 to 30-year growth rates. After calculating the increase based on the growth rates, staff reviewed and modified as appropriate the final forecasted numbers considering unique contexts of each neighborhood.

Frog Pond West

For Frog Pond West, the analyses used a specific number based on City staff's best "highest level of development" assumption. Frog Pond West must increase overall allowed number of units so the entire Master Plan area averages out to 8 dwelling units per net acre from about 6.5 units per net acre. This results in approximately 138 additional units being allowed. To test the infrastructure the entire new additional allowed capacity of 138 was considered. In addition, per State rules, duplexes do not count towards meeting the 8 dwelling unit per net acre. Staff, therefore, added in an assumption for some duplex units during initial build beyond the 138 addition allowed units, resulting in an analysis number of 200 additional units. Again, staff does not anticipate 200 additional units in Frog Pond West; rather, this is a high but potential number to test the infrastructure.

Other Future Urban Reserves

The State's Administrative Rules adopted to implement House Bill 2001 specifically require future growth areas to plan for 20 dwelling units per net acre to ensure capacity for middle housing. Based on these rules, the analyses for Frog Pond East and South and the three urban reserves included in Wilsonville's infrastructure forecasting reflect this specific requirement. The difference between any previous assumptions and the new 20-units per net acre assumption was incorporated into the analyses.

Summary of Findings

For most the City, the analyses did not find any areas of additional infrastructure needs or failure needing further study or action at this time. Existing and planned infrastructure can accommodate any infill middle housing in developed areas of the City. Infrastructure impacts warranting further study do exist for the Frog Pond area. This further study is already scoped as part of the Frog Pond East and South Master Plan.

Attachments:

Transportation Analysis (DKS)
Water Analysis (Keller and Associates)
Sanitary Sewer Analysis (MurraySmith)

Middle Housing Work Session Attachment 2



117 COMMERCIAL STREET NE, SUITE 310, SALEM, OR 97301 • 503.391.8773 • DKSASSOCIATES.COM

MEMORANDUM

DATE: April 29, 2021
TO: Matt Palmer | City of Wilsonville
Daniel Pauly | City of Wilsonville
FROM: Scott Mansur, P.E., PTOE | DKS Associates
Jenna Bogert, E.I. | DKS Associates
SUBJECT: Wilsonville HB 2001 Transportation Evaluation



Project #18197-009

INTRODUCTION

This memorandum documents the evaluation of transportation impacts for increased residential density (duplexes, triplexes, quadplexes, cottage clusters, and townhomes) that is allowed under the recent House Bill (HB) 2001, which was passed by the Oregon Legislature in 2019. The allowance of the denser housing type, called middle housing, could cause an increase in the trip generation in Wilsonville during the PM peak hour as it allows a higher number of housing units per acre than what is currently allowable. Therefore, this memorandum will compare trip generation estimates based on previous land use assumptions to trip generation estimates based on denser middle housing allowed under HB 2001 to determine the impacts, if any, to Wilsonville streets and intersections. The trip generation representing the allowance of middle housing reported in this memorandum is conceptual as it is being used to estimate the extent of potential impacts to City streets.

The purpose of this evaluation is to identify any areas or intersections that may experience increases in vehicle trips due to the change in housing density. Particularly increased density for the future Frog Pond East & South development, which will have greater impacts than previously forecasted. However, the City already plans on doing this analysis as part of the Frog Pond East & South Master Plan project.

TRIP GENERATION

Trip generation is the method used to estimate the number of vehicles that are added to the roadway network by the proposed project during a specified period (i.e., the PM peak hour). The PM peak hour refers to the hour with the highest volume of vehicles between 4 and 6 p.m. consistent with City of Wilsonville Code requirements. The trip generation rates used for single-family and middle housing trips are from the ITE Trip Generation Manual.¹ Typically, trip generation for middle housing (duplexes, triplexes, townhomes, etc.) is about half the rate of the trip generation for a single-family home.

The following two tables report the reasonable maximum potential increase in middle housing units and subsequent decrease in single-family housing units for future years 2025 and 2045 as well as the estimated net increase in trip generation. The estimated amount of increased middle housing units and decreased single-family units were provided by the City of Wilsonville for each transportation analysis zone (TAZ). For the majority of the TAZs, the number of single-family homes that were assumed to be replaced by middle housing was approximately 1.5% and 5% of the total housing in that TAZ in 2025 and 2045, respectively. Some variations to these percentages were needed to account for Homeowners Association restrictions, amount of existing multifamily housing, and TAZs that have very few housing units currently but could be fully built out by 2045 (i.e., Frog Pond). For the TAZs that contain future residential development areas, like Frog Pond, a conservative middle housing density (up to 15 dwelling units/acre) was assumed so as to estimate the higher end of potential trip generation.

Table 1 shows the higher end of potential trip generation for the PM peak hour for future year 2025 for each quadrant (NW, NE, SW, and SE). The NE quadrant is divided into TAZs. See the appendix for a map of where each quadrant is located.

As shown, there is an estimated increase of 681 housing units in Wilsonville based on conservative estimates for conversion of single-family housing to middle housing. If all those units are built, an additional 89 PM peak hour trips would be generated in Wilsonville. The NE quadrant, which includes future developments such as Frog Pond, would generate the majority of that trip increase with 77 PM peak hour trips. The remaining other quadrants (with primarily infill and redevelopment opportunities for middle housing) would generate less than 10 additional PM peak hour trips each.

¹ Trip Generation Manual, 10th Edition, Institute of Transportation Engineers (ITE), 2017. Average rates for Land Use 210 (single-family) and Land Use 220 (low-rise multifamily).

TABLE 1: HIGH POTENTIAL PM PEAK HOUR TRIP GENERATION INCREASE (2025)

QUADRANT (TAZ)	HOUSING UNITS			PM PEAK HOUR TRIPS		
	SINGLE-FAMILY HOUSING (DECREASE)	MIDDLE HOUSING (INCREASE)	NET UNIT DIFFERENCE	SINGLE-FAMILY HOUSING (DECREASE)	MIDDLE HOUSING (INCREASE)	NET TRIP DIFFERENCE
SW	-32	+65	+33	-32	+37	+5
SE	-66	+129	+63	-66	+73	+7
NW	-1	+2	+1	-1	+1	0
NE	-583	+1,167	+584	-577	+654	+77
<i>(FRONG POND EAST & SOUTH)</i>	-474	+948	+474	-469	+531	+62
<i>(FRONG POND WEST)</i>	-100	+200	+100	-99	+112	+13
<i>(ELDIGSEN URBAN RESERVE)</i>	0	0	0	0	0	0
<i>(CANYON CREEK)</i>	-9	+19	+10	-9	+11	+2
TOTAL	-682	1,363	+681	-676	+765	+89

Table 2 shows the higher end of potential trip generation for the PM peak hour for future year 2045 for each quadrant. The NE quadrant is further divided into TAZs. See the appendix for a map of where each quadrant is located. As shown, by 2045, there would be a potential increase of 2,430 housing units in Wilsonville. If all those units are built, an additional 315 PM peak hour trips would be generated in Wilsonville. Again, the majority of those trips would occur in the NE quadrant, specifically in Frog Pond East & South.

TABLE 2: HIGH POTENTIAL PM PEAK HOUR TRIP GENERATION INCREASE (2045)

QUADRANT (TAZ)	HOUSING UNITS			PM PEAK HOUR TRIPS		
	SINGLE-FAMILY HOUSING (DECREASE)	MIDDLE HOUSING (INCREASE)	NET UNIT DIFFERENCE	SINGLE-FAMILY HOUSING (DECREASE)	MIDDLE HOUSING (INCREASE)	NET TRIP DIFFERENCE
SW	-124	+249	+125	-123	+140	+17
SE	-240	+479	+239	-238	+268	+30
NW	-339	+678	+339	-336	+380	+44
NE	-1,729	+3,456	+1,727	-1,711	+1,935	+224
(FROG POND EAST & SOUTH)	-985	+1,970	+985	-975	+1,103	+128
(FROG POND WEST)	-267	+533	+266	-264	+298	+34
(ELLIGSEN URBAN RESERVE)	-462	+923	+461	-457	+517	+60
(CANYON CREEK)	-15	+30	+15	-15	+17	+2
TOTAL	-2,432	+4,862	+2,430	-2,408	+2,723	+315

IMPACTED STREETS AND INTERSECTIONS

This section contains a list of intersections that would see an increase in residential trips under the potential 2025 trip generation show in Table 1. As stated earlier, the addition of middle housing is estimated to generate an addition 89 PM Peak hour trips in Wilsonville, with 77 of those trips originating/destined for the NE quadrant of the City (i.e., Frog Pond, the City’s new urban growth area). Based on trip distribution data from the Frog Pond Master Plan², the following intersections in the NE quadrant are expected to see the highest trip generation increase in 2025.

Primary Intersections

100% of potential additional trips (77 trips) in NE quadrant will travel through this intersection:

- Stafford Road/Wilsonville Road/Advance Road/Boeckman Road (Signalized)

55% of potential additional trips (42 trips) in NE quadrant will travel through this intersection:

- Stafford Road/Elligsen Road/65th Avenue (Two-Way Stop)

Secondary Intersection

30% of additional trips (23 trips) in NE quadrant will travel through this intersection:

- Canyon Creek Road/Boeckman Road intersection (All-Way Stop)

² Frog Pond Area Master Plan, Adopted on July 17, 2017.

No other intersections in the NE quadrant or the other quadrants of the City are expected to be significantly impacted by the change in number of housing units in 2025. The impact on these study intersections will be analyzed as part of the upcoming Frog Pond East & South Master Planning project. The Frog Pond Master Plan will not be limited to these study intersections but will also include other intersections that may also see a trip generation increase due to middle housing.

SUMMARY

The following are a list of the key findings from the potential trip generation analysis for the allowable middle housing under HB 2001.

- In both 2025 and 2045, most of additional potential household trips in Wilsonville would occur in the NE quadrant, specifically in the Frog Pond East & South development area.
- The potential PM peak hour trip increase at the intersections of Stafford Road/Wilsonville Road/Advance Road/Boeckman Road and Stafford Road/Elligsen Road/65th Avenue will be analyzed as part the upcoming Frog Pond East & South Master Plan project.
- No other intersections in the NE quadrant or other quadrants of the City are expected to be significantly impacted by the change in number of housing units. Therefore, no additional analysis is needed for other areas beside the Frog Pond East & South development.



DRAFT Technical Memorandum

TO: City of Wilsonville – Matt Palmer, P.E.

FROM: James Bledsoe P.E.

DATE: May 4, 2021

SUBJECT: Middle Housing Water Infrastructure Sensitivity Analysis

BACKGROUND

The City of Wilsonville (City) is investigating the impacts of additional housing in several areas associated with increased development densities that may be triggered by HB 2001. Figure 1 shows the areas where higher densities from HB 2001 could be anticipated. The potential additional homes for each of these areas assumed for purposes of this sensitivity analysis by the year 2050 is presented in Table 1.

FIGURE 1: MIDDLE HOUSING WATER INFRASTRUCTURE SENSITIVITY ANALYSIS AREAS

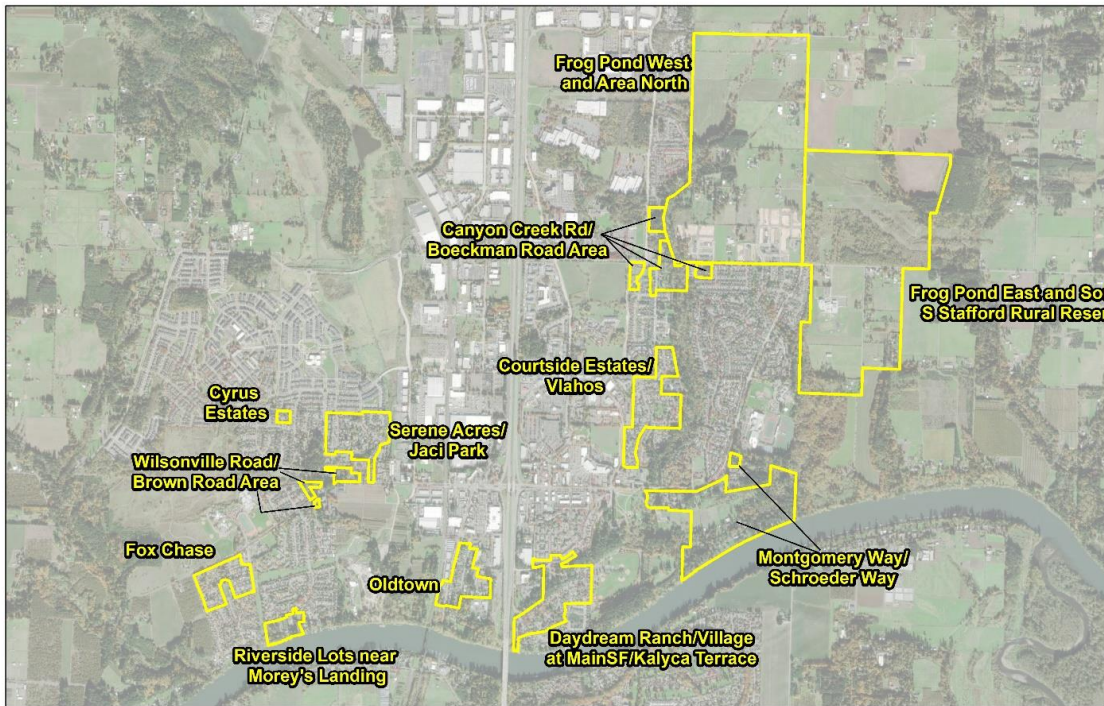




TABLE 1: MIDDLE HOUSING WATER INFRASTRUCTURE SENSITIVITY ANALYSIS 2050
 POTENTIAL ADDITIONAL HOUSEHOLDS

Area	2050 Additional Homes
Daydream Ranch/Village at MainSF/Kalyca Terrace	10
Montgomery Way/Schroeder Way	4
Courtside Estates/Vlahos	9
Canyon Creek Rd/Boeckman Road Area	3
Riverside Lots near Morey's Landing	1
Oldtown	6
Serene Acres/Jaci Park	8
Wilsonville Road/Brown Road Area	2
Cyrus Estates	1
Fox Chase	6
Frog Pond West and Area North	275
Frog Pond East and South	985
Total	1,310

The City has requested the assistance of Keller Associates to exercise the City's potable water model to evaluate the impacts of the potential additional housing units with respect to peak hour demand (PHD) pressures and maximum day demand (MDD) available fire flow. This technical memorandum documents the results of Keller Associates' analysis.

DEMANDS

Planning criteria for MDD and PHD flows per household were taken from the City's 2013 Water Master Plan and coupled with the additional households expected in each area to estimate the additional demand. Table 2 provides the estimated additional demand for each individual area. Note that the 2013 Water Master Plan accounted for 1,000 additional homes associated with the Frog Pond development (see Section 2.2.2 of the Water Master Plan); therefore, it was assumed that only 260 additional homes would be expected in both of the Frog Pond areas ($275 + 985 - 1,000 = 260$). For the purpose of this analysis, it was assumed that these 260 homes would be split evenly between the two Frog Pond areas. Additional analysis will be done with the Frog Pond East and South Master Plan.

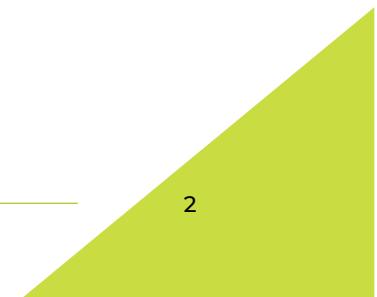




TABLE 2: HB 2001 ADDITIONAL DEMAND

Area	2050 Potential Additional Homes	Area	Area Size (ac)	2050 Additional Homes per Area ¹	Additional MDD ² (gpd)	Additional MDD ³ (gpm)	Additional PHD ⁴ (gpm)
Daydream Ranch / Village at MainSF / Kalyca Terrace	10	1	41.54	10.0	6,060	4.2	7.2
Montgomery Way / Schroeder Way	4	1	1.58	0.1	41	0.03	0.0
Montgomery Way / Schroeder Way		2	91.27	3.9	2,383	1.7	2.8
Courtside Estates / Vlahos	9	1	39.2	9.0	5,454	3.8	6.4
Canyon Creek Rd / Boeckman Road Area		1	4.47	0.5	315	0.2	0.4
Canyon Creek Rd / Boeckman Road Area		2	15.11	1.8	1,066	0.7	1.3
Canyon Creek Rd / Boeckman Road Area	3	3	2.66	0.3	188	0.1	0.2
Canyon Creek Rd / Boeckman Road Area		4	3.54	0.4	250	0.2	0.3
Riverside Lots Near Morey's Landing	1	1	10.16	1.0	606	0.4	0.7
Old Town	6	1	22.57	6.0	3,636	2.5	4.3
Serene Acres / Jaci Park	8	1	33.63	8.0	4,848	3.4	5.7
Wilsonville Road / Brown Road Area		1	4.16	1.2	733	0.5	0.9
Wilsonville Road / Brown Road Area	2	2	0.44	0.1	78	0.1	0.1
Wilsonville Road / Brown Road Area		3	2.28	0.7	402	0.3	0.5
Cyrus Estates	1	1	1.89	1.0	606	0.4	0.7
Fox Chase	6	1	21.95	6.0	3,636	2.5	4.3
Frog Pond West and Area North	130	1	340.27	130.0	78,780	54.7	93.0
Frog Pond East and South, S Stafford Rural Reserve	130	1	325.67	130.0	78,780	54.7	93.0
Total	310	-	962.39	310	187,860	130.5	221.8

1. The additional homes per area of the Montgomery Way / Schroeder Way, Canyon Creek Road / Boeckman Road, and Wilsonville Road / Brown Road Areas were split proportionally between their sub areas based on the size of the sub area.
 2. Additional MDD is based on the planning criteria of 606 gallons per day (gpd) from the 2013 Water Master Plan (see Table 2.8 of the Water Master Plan).
 3. The additional MDD in gpd converted to gallons per minute (gpm).
 4. The additional PHD, in gpm, was calculated based off the MDD to PHD peaking factor of 1.7 from the 2013 WMP (see Section 2.2.5 and Chart 2.1 of the Water Master Plan).

MODEL ANALYSIS

The City's potable water model from the 2013 Water Master Plan was used to evaluate the impact to PHD pressures and MDD available fire flows from the potential additional homes from HB 2001. The Buildout model scenario with and without the increased demands were used to evaluate the impacts. The build-out scenario was used rather than the existing model as it included transmission pipelines that have been constructed since 2013 as well as future pipeline networks intended to service the Frog Pond area.

For the build-out fire flow analysis, the City confirmed with the local fire authority that the same minimum fire flow requirements identified in the master plan would apply to the areas where increased development densities were expected even with the Middle Housing added. Available fire flows reported in the model reflect how much water could be pulled from a location in the mainline without dropping system pressures below 20 psi. Actual available fire flows will be a function of hydrant locations and may be subject to peak velocity constraints. Additionally, while reported values from the model may exceed 3,000 gpm, the local fire authority requirements (as well as pumping and fire storage requirements in the master plan) were based on an upper limit of 3,000 gpm target fire flow.

The Buildout MDD model scenario (~36.1 MGD of demand) was exercised to evaluate available fire flows. A peaking factor of 1.7 was applied to the MDD demands (~46.7 MGD of demand) to simulate peak hour demand pressures (the 1.7 peaking factor was taken from the Water Master Plan, Section 2.2.5). These two model runs were again performed with the potential additional demands from HB 2001 added to their respective areas. The differences between the two model runs, with and without the HB 2001 demands, are compared in the following figures.

The addition of the potential demands related to increased development of Middle Housing have minimal effects on pressures and available fire flows; the effects are de minimis.



FIGURE 2: DAY DREAM RANCH / VILLAGE AT MAINSF / KALYCA TERRACE
 PHD PRESSURES

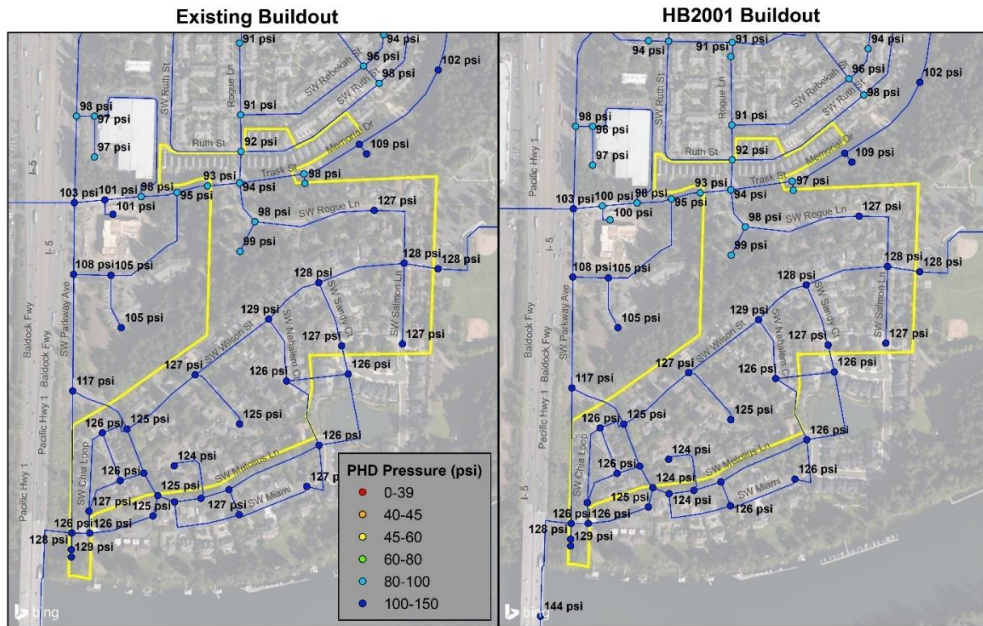
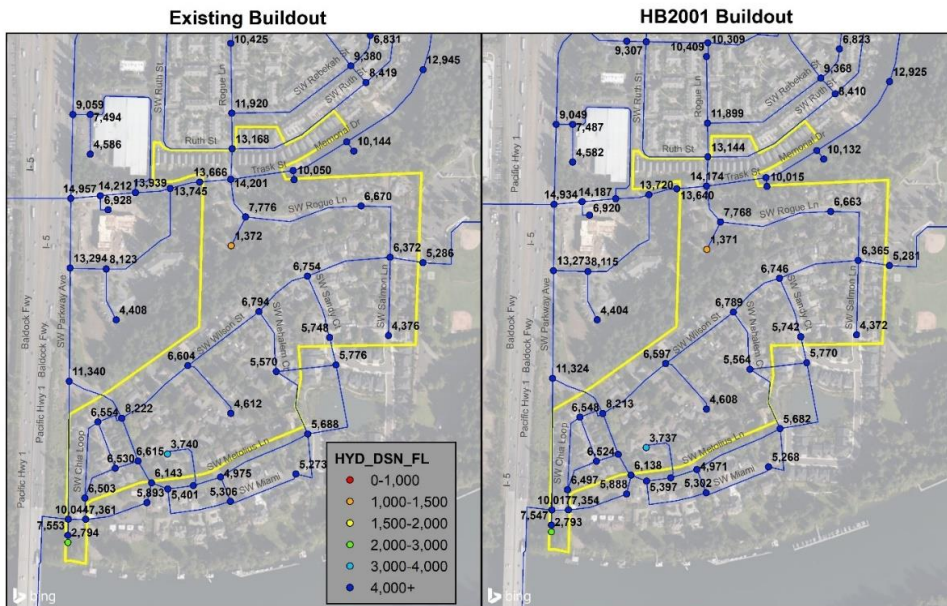


FIGURE 3: DAY DREAM RANCH / VILLAGE AT MAINSF / KALYCA TERRACE
 MDD AVAILABLE FIRE FLOWS



For the Day Dream Ranch / Village at Main SF / Kalyca Terrace the PHD pressures are essentially unchanged. Available fire flows decrease by less than 50 gpm and were still above minimum targets.



FIGURE 4: MONTGOMERY WAY / SCHROEDER WAY
 PHD PRESSURES

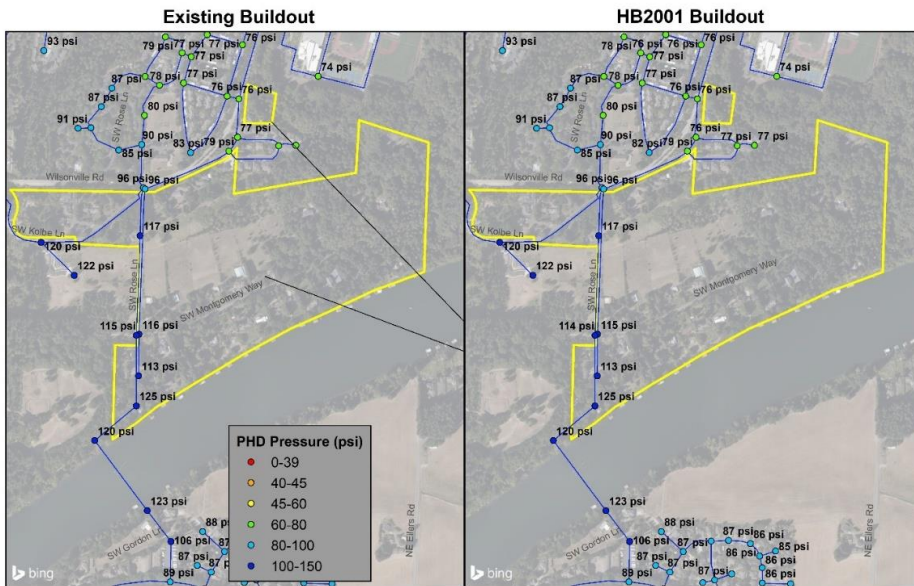
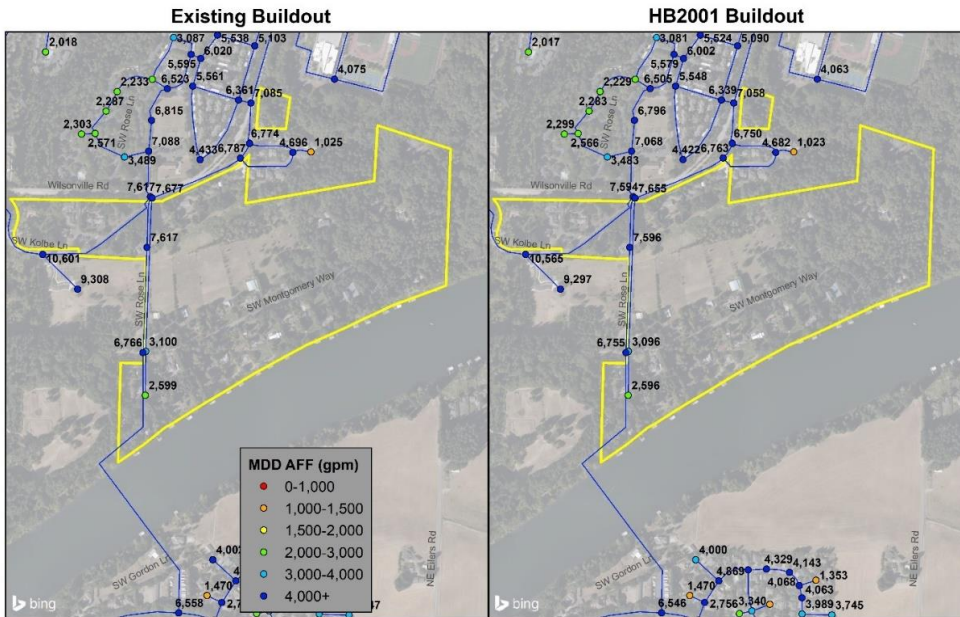


FIGURE 5: MONTGOMERY WAY / SCHROEDER WAY
 MDD AVAILABLE FIRE FLOWS



For the Montgomery Way / Schroeder Way area the PHD pressures are essentially unchanged. Available fire flows decrease by approximately 20 gpm in one location but are essentially unchanged in the majority of this area.



FIGURE 6: COURTSIDE ESTATES / VLAHOS
 PHD PRESSURES

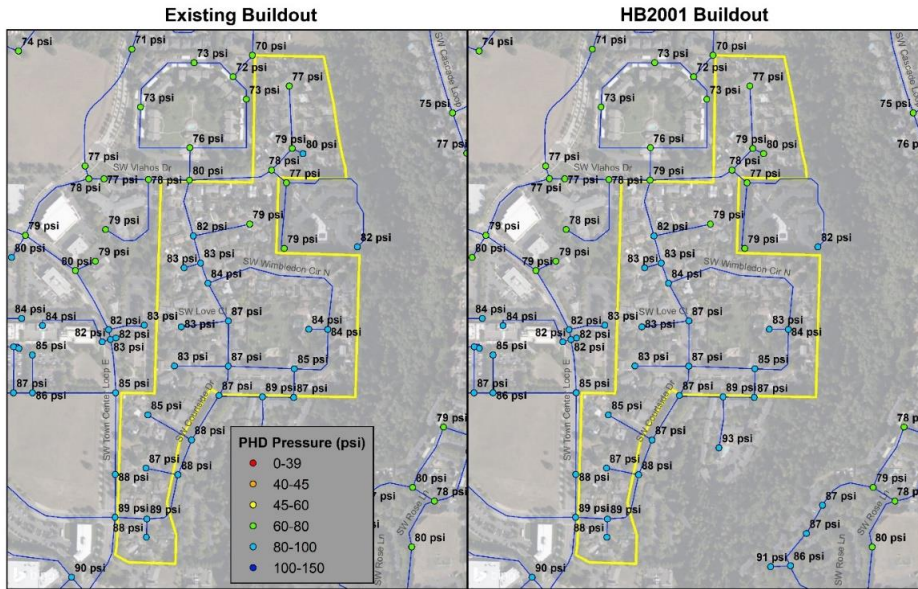
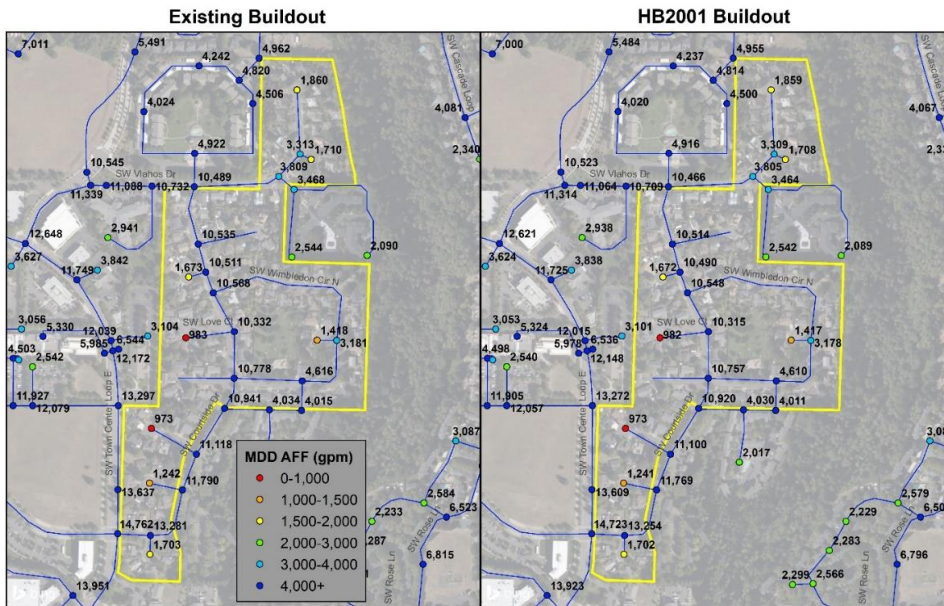


FIGURE 7: COURTSIDE ESTATES / VLAHOS
 MDD AVAILABLE FIRE FLOWS



For the Courtside Estates / Vlahos area the PHD pressures are essentially unchanged. Available fire flows decrease by approximately 20 gpm in some locations, but this small decrease is a relatively insignificant based on the amount of available fire flow.



FIGURE 8: RIVERSIDE LOTS NEAR MOREY'S LANDING & FOX CHASE PHD PRESSURES

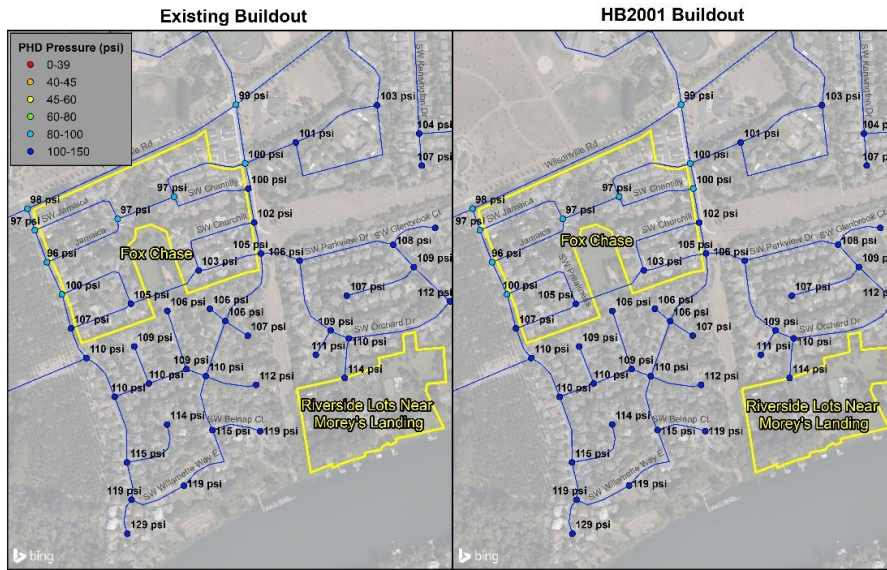
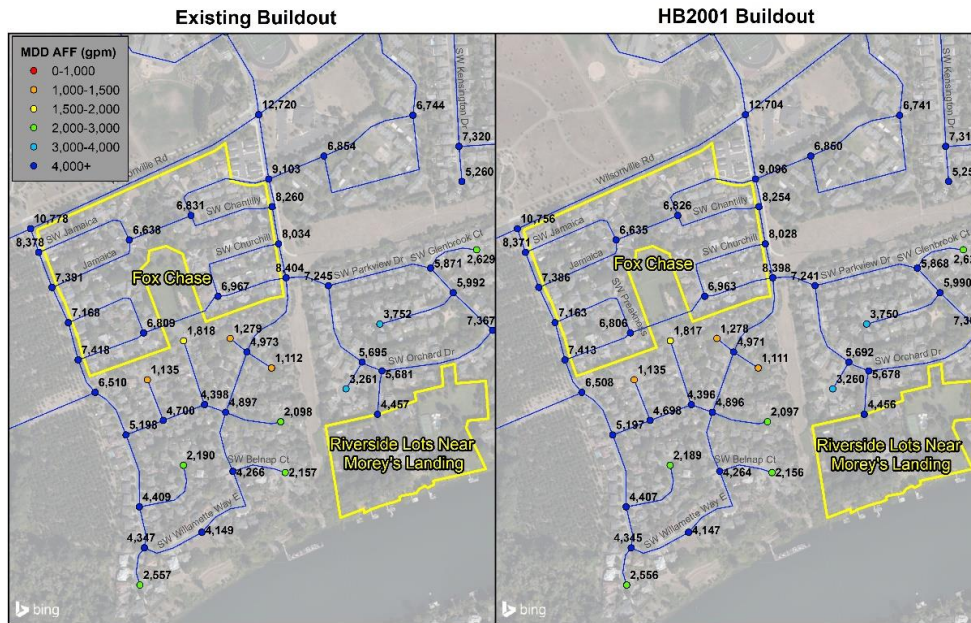


FIGURE 9: RIVERSIDE LOTS NEAR MOREY'S LANDING & FOX CHASE MDD AVAILABLE FIRE FLOWS



For the Fox Chase and Riverside Lots Near Morey's Landing areas the PHD pressures are essentially unchanged. Available fire flows decrease by approximately 3-5 gpm in some locations, but this small decrease is insignificant based on the amount of available fire flow.



FIGURE 10: CANYON CREEK ROAD / BOECKMAN ROAD AREAS
 PHD PRESSURES

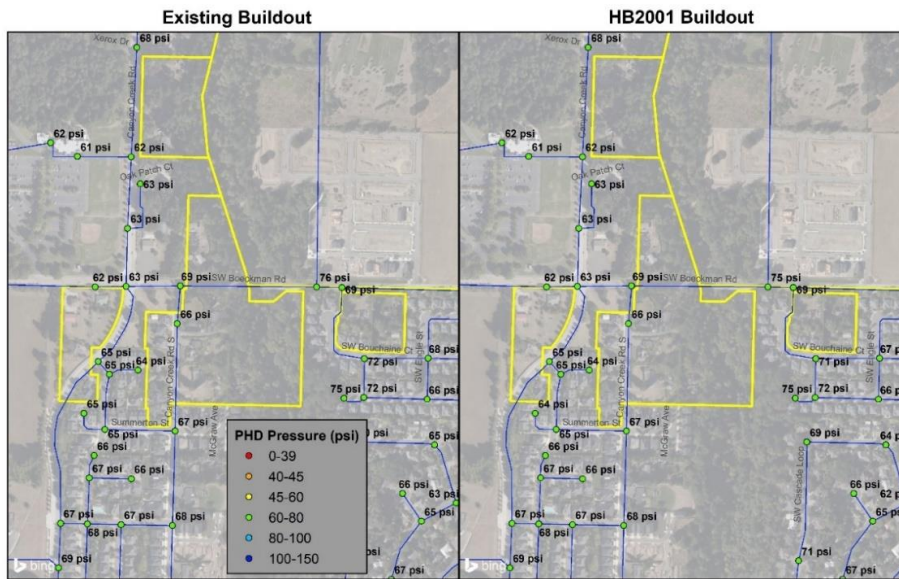
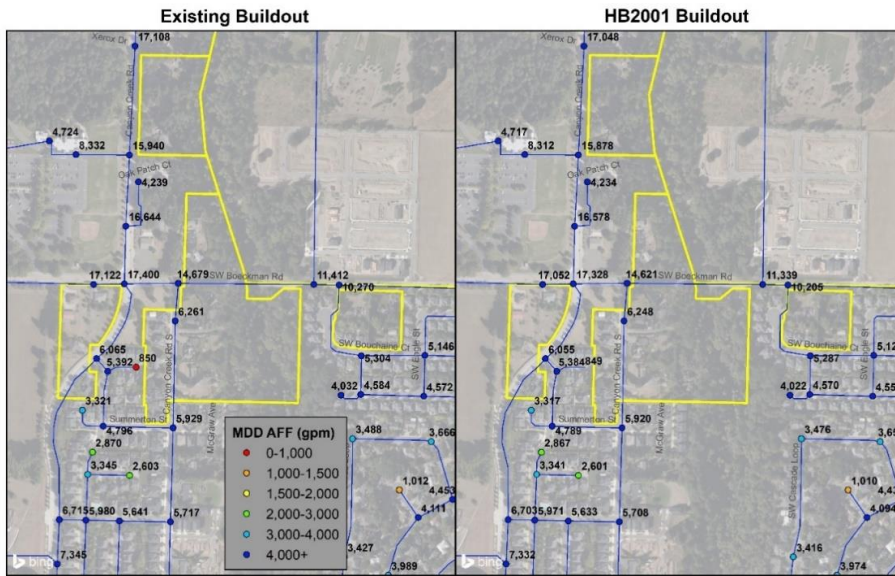


FIGURE 11: CANYON CREEK ROAD / BOECKMAN ROAD AREAS
 MDD AVAILABLE FIRE FLOWS



For the Canyon Creek Road / Boeckman Road areas we understand that there are planned system improvements that will account for the larger planned demands in this area. However, even with these additional demands the PHD pressures are essentially unchanged. Available fire flows decrease by up to approximately 70 gpm. The larger fire flow decrease is associated with this area being located adjacent to the Frog Pond areas where the majority of additional homes and existing master planned demands are located. This decrease in available fire flow is relatively insignificant based on the amount of available fire flow.



FIGURE 12: OLD TOWN
 PHD PRESSURES

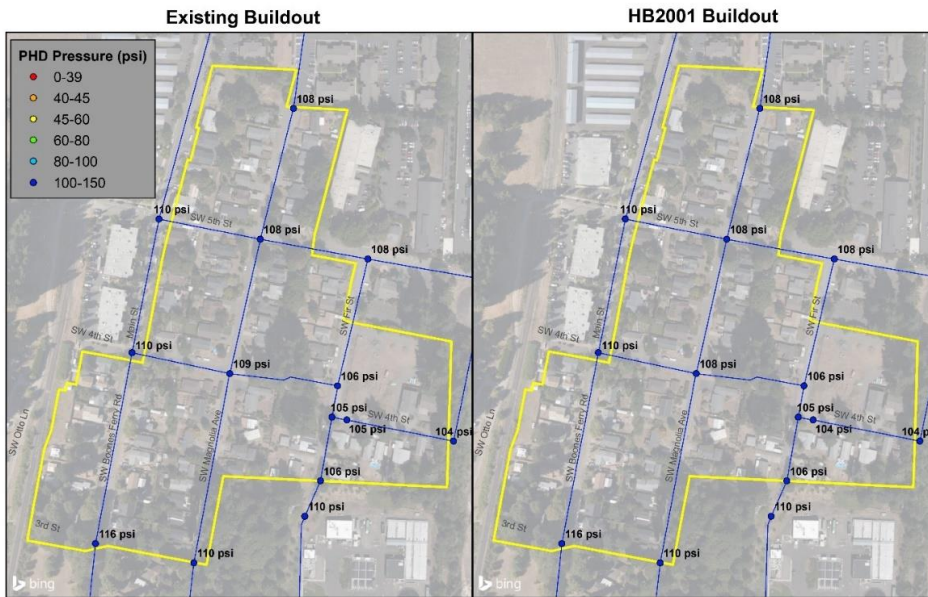
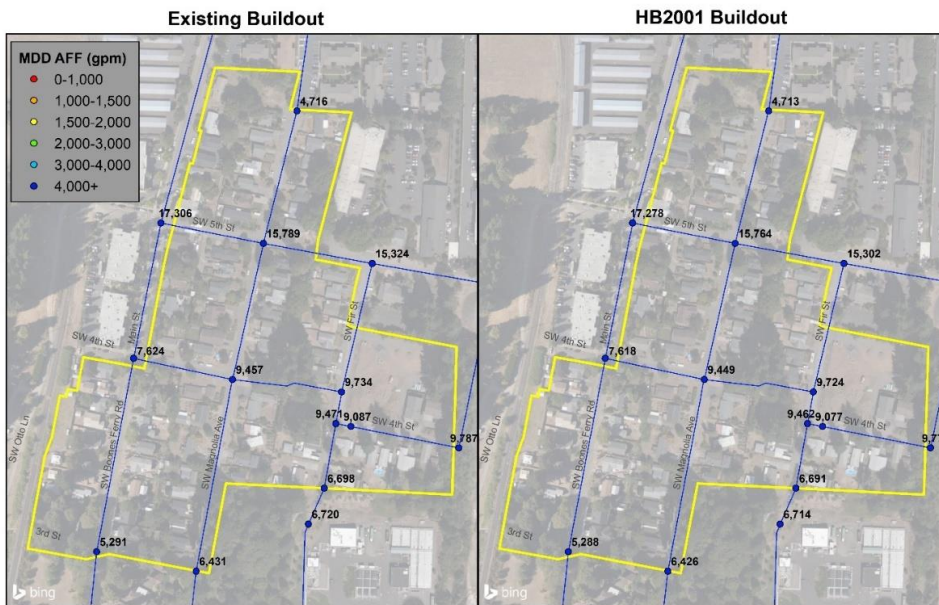


FIGURE 13: OLD TOWN
 MDD AVAILABLE FIRE FLOWS



For the Old Town area, the PHD pressures are essentially unchanged. Available fire flows decrease by up to approximately 30 gpm. This decrease in available fire flow is relatively insignificant based on the amount of available fire flow.



FIGURE 14: SERENE ACRES / JACI PARK, CYRUS ESTATES, AND WILSONVILLE ROAD / BROWN ROAD AREAS PHD PRESSURES

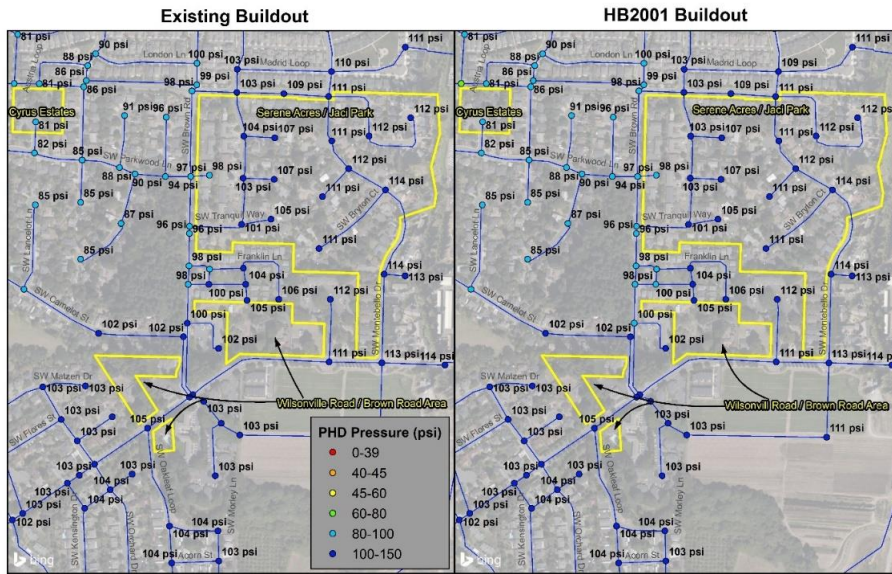
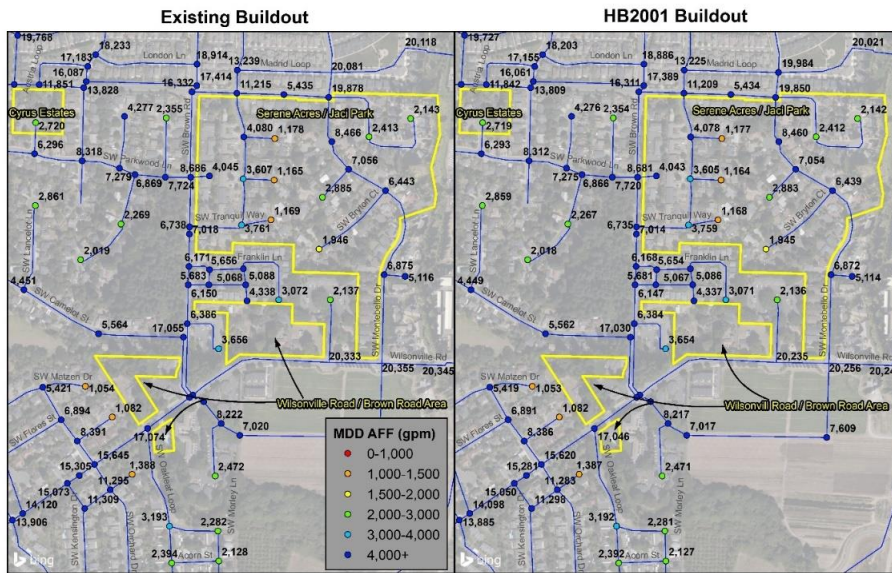


FIGURE 15: SERENE ACRES / JACI PARK, CYRUS ESTATES, AND WILSONVILLE ROAD / BROWN ROAD AREAS MDD AVAILABLE FIRE FLOWS



For the Serene Acres / Jaci Park, Cyrus Estates, and Wilsonville Road / Brown Road Areas the PHD pressures are essentially unchanged. Available fire flows decrease by 1-5 gpm in the Cyrus Estates and Serene Acres / Jaci Park areas. Fire flow in the 18-inch main line along Wilsonville Road near the Wilsonville Road / Brown Road Areas decreased by approximately 30 gpm. These decreases in available fire flow is relatively insignificant based on the amount of available fire flow.



FIGURE 16: FROG POND AREAS
 PHD PRESSURES

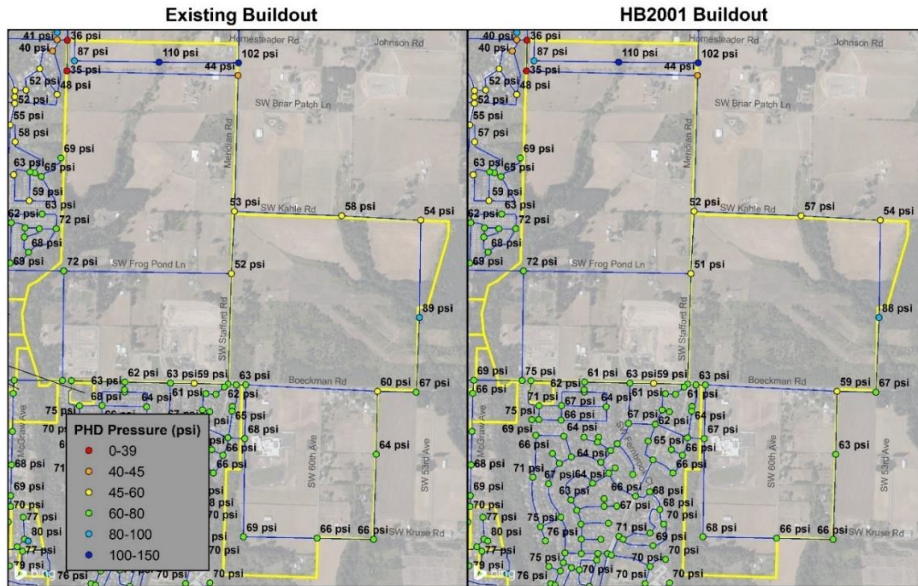
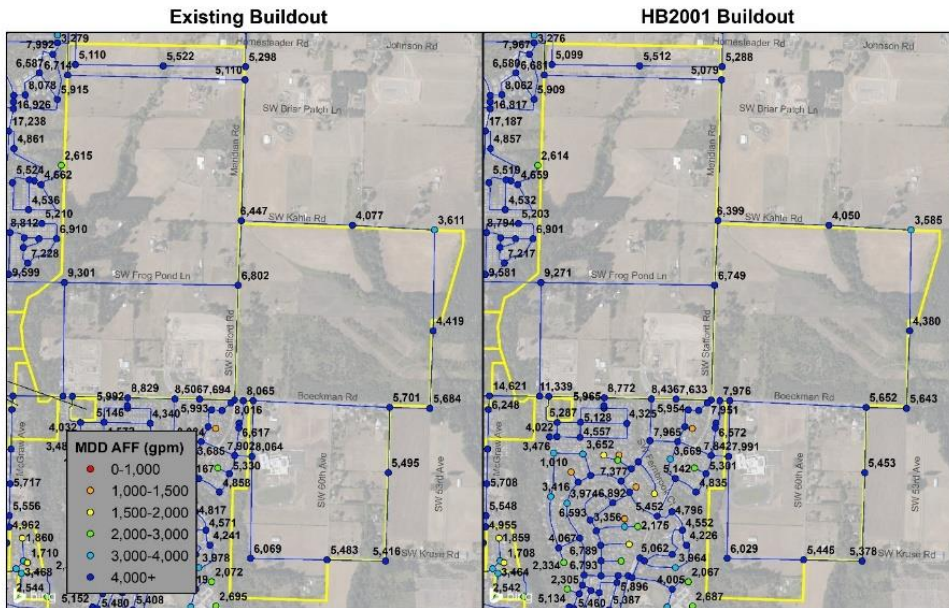


FIGURE 17: FROG POND AREAS
 MDD AVAILABLE FIRE FLOWS



For the Frog Pond areas, the PHD pressures decreased slightly by 1 psi. The available fire flow in these areas has decreased by 30-90 gpm. This decrease in available fire flow is relatively insignificant compared to the amount of available fire flow.



OTHER IMPACTS

The potential additional homes will also have an impact on the water system’s treatment and storage facilities. The water treatment system will need to be able to accommodate an additional 130.5 gpm (the MDD). Storage facilities have several storage components including operational, equalization, fire, and emergency storage. These storage component requirements are outlined in the Water Master Plan (Table 3.1). The additional storage needed for the potential additional homes is as shown in Table 3.

TABLE 3: STORAGE REQUIREMENTS FOR THE POTENTIAL ADDITIONAL HOMES

Component	Requirement	ADD ²	MDD	Storage Requirement Rounded (gal)
Operational	10% MDD	-	130.5	18,800
Equalization	14.6% MDD	-	130.5	27,400
Fire ¹	0%	-	-	0
Emergency	2x ADD	41.3	-	119,000
Total	-	-	-	165,200

1. Assumes fire storage is already provided.
 2. ADD calculated by deviding the ADD to MDD peaking factor of 3.16 (calculated from projected Master Plan demands).

The Water Master Plan identifies a future storage deficit of 8.97 million gallons (MG). This value is very conservative and does not factor in any of the City’s backup wells. The Master Plan lists a preferred storage analysis scenario where all but the Nike and Canyon Creek backup wells are factored into the storage analysis. In this preferred scenario, the Master Plan identifies a future storage deficit of 2.05 MG. It is Keller Associates’ understanding that the City had identified a site near Tooze Road and Baker Road where a new 3.0 MG storage reservoir would be constructed. The planned storage appears to have adequate capacity to meet the 2.05 MG deficit and the potential additional 165,200-gallon storage requirement from HB 2001.

CONCLUSION

Modeling results indicate that the potential increase in demands due to HB 2001 will have minimal effects on the system’s ability to provide sufficient pressures and available fire flows provided that the City continues to implement improvements as outlined in the existing master plan.

The buildout model assumes that several system improvements have been implemented. To refine the more immediate impacts of the potential density increases on the existing system, the City should move forward with an existing system model update that would include updated system demands and infrastructure improvements completed since 2013.





Technical Memorandum

Date: May 20, 2021

Project: HB 2001 Sanitary Sewer Sensitivity Analysis

To: Dan Pauly
City of Wilsonville

From: Andrew Henson, PE (Murraysmith)

Reviewed By: Mike Carr, PE (Murraysmith)

Re: Findings of HB 2001 Sensitivity Analysis

Introduction

The City of Wilsonville (City) has requested Murraysmith perform a high-level sensitivity analysis on the sanitary sewer system regarding potential change in housing density in portions of their service area related to the passing of House Bill 2001 (HB 2001) by the Oregon Legislature in 2019. The City has prepared an estimate of the potential number of dwelling units (DUs) per Metro transportation Analysis Zone (TAZ) that could result from HB 2001 as discussed in a memorandum “Middle Housing Infrastructure Analysis” by the City of Wilsonville dated May 5, 2021. The City has identified 6 TAZ areas that would allow higher number of DUs than were anticipated when the City’s Wastewater Collection System Master Plan (WCSMP) was adopted in 2014.

This technical memorandum (TM) summarizes the analysis and findings of the sensitivity analysis. This document references many figures and tables found in the WCSMP and should be considered alongside that document.

Sensitivity Analysis

The City provided summary information regarding their projected DUs per TAZ that may result through implementation of HB 2001. Each TAZ consists of multiple sub-TAZ areas. Based on review of the available sewer system maps and the City’s existing infrastructure as described in the WCSMP, a given TAZ can potentially contribute flow to multiple sewer basins.

The estimated number of DUs per TAZ was apportioned to a sub-TAZ based on City-provided locations that would allow additional housing units (referred to as “Analyzed Neighborhoods”). Identified sub-TAZ areas were correlated to the WCSMP sewer basins they drain to as represented

in the WCSMP (particularly Figure 6-6 of the WCSMP, “Sanitary Sewer Collection System Build-Out System Loading”). **Table 1** summarizes this information.

Table 1 Estimated Additional DU by Sub-TAZ

TAZ	Sub-TAZ	Sewer Basin	Potential Additional HB 2001 Units in TAZ	Analyzed Neighborhood Proportion of Sub-TAZ	Potential Additional HB 2001 Units in Sub-TAZ
965	8090	Charbonneau	89	100%	89
966	907	Canyon Creek	142	50%	71
966	4051	Boeckman	142	50%	71
967	4001	Old Town	132	10%	13
967	4002	Old Town	132	20%	26
967	4006	Wood School	132	40%	53
967	4007	Wood School	132	20%	26
967	4009	Wood School	132	10%	13
972	900	Villebois	344	30%	103
972	4015	Villebois	344	5%	17
972	4022	Villebois	344	30%	103
972	4023	Villebois	344	10%	34
972	4024	Villebois	344	15%	52
972	4025	Villebois	344	10%	34
976	905	Boeckman	275	50%	138
976	4040	Boeckman	275	50%	138
977	1016	Canyon Creek	501	60%	301
977	4141	Boeckman	501	40%	200
1128	908	Boeckman	985	80%	788
1128	4052	Boeckman	985	10%	99
1128	4053	Boeckman	985	10%	99

The additional DUs estimated for each sub-TAZ area were used, in conjunction with the unit flow rate and recommended peaking factors from the WCSMP, to estimate peak dry weather flow (DWF) rates from each area that could result from HB 2001. (Note, the WCSMP uses a unit rate of 166 gallons per day (gpd) per unit, and DWF peaking factors can be estimated from WCSMP Table 5-6, “Existing Dry Weather Flow Summary by Basin”) The estimated dry weather peak flows potentially resulting from HB 2001 in each sub-TAZ were then summed and compared to the estimated total future flows (peak DWF plus peak wet weather flow) for each sewer basin as shown in WCSMP Table 5-15, “Future Total Peak Flow Estimates”. This comparison provides context for the magnitude of the estimated additional DWF that could result with the additional DUs due to HB 2001 as compared to the future flows expected in the WCSMP. The information is summarized in **Table 2** below. Based on this information, the most impacted basins are likely to

be Boeckman and Canyon Creek. However, the increase is less than 10 percent of what was planned for in the 2014 WCSMP.

Table 2 Estimated Peak DWF from HB 2001 DU Compared to WCSMP Estimated Future Flow

Basin	Est. Additional HB 2001 DUs	Est. Peak DWF HB 2001 (mgd)	WCSMP Future Total Flow (mgd) ¹	Percent Increase (%)
Charbonneau	89	0.023	0.78	3%
Boeckman	1531	0.445	5.31	8%
Canyon Creek	372	0.123	3.14	4%
Coffee Creek	0	0.000	0.00	0%
Old Town	40	0.009	0.94	1%
Villebois	344	0.098	3.15	3%
Wood School	92	0.031	1.43	2%

¹Values taken from WCSMP Table 5-15, "Future Total Peak Flow Estimates"

The existing sanitary sewer system analysis presented in the WCSMP, along with planned capital improvement projects (CIPs), were also reviewed for potential areas of concern due to estimated increases in DWF due to HB 2001. Figures ES-4 ("Existing System Capacity Upgrades"), 6-6 ("Build-out System Loading"), 6-7 ("Build-out Wet Weather Flow Scenario, Deficiencies (High Density)"), and 6-8 ("Build-out Wet Weather Flow Scenario, Improved (High Density)") of the WCSMP were used to inform this qualitative analysis. The TAZ for each sub-TAZ discussed below is indicated in parenthesis.

- Sub-TAZs 4051 (966), 905, 4040 (976), 4141 (977), 4053, 908 and 4052 (1128) in the Frog Pond Area all drain to the Boeckman Interceptor. This pipeline was already identified to have capacity limitations under build-out conditions (build-out includes Urban Growth Boundary (UGB) and Urban Reserve Area (URA)). Additional middle-housing DUs could impact the sizing of the CIPs and should be further analyzed once the upcoming Frog Pond East and South Master Plan project has better established future housing needs in the area. This basin was estimated to have the highest potential increase in flows due to HB 2001. CIPs for this basin for existing system capacity upgrades for future development included (WCSMP Table 7-1):
 - CIP-05 Boeckman Interceptor Phase 1
 - CIP-06 Boeckman Interceptor Phase 2
 - The Boeckman Interceptor drains to the Memorial Park PS. The Memorial Park PS is currently being replaced to provide a future build-out capacity of 3,200 gpm (identified as CIP-03 in the WCSMP). This build-out capacity was developed using assumptions for growth in the Frog Pond East, South, and West Neighborhoods as well as the Elligsen URA. Additional DUs resulting from HB 2001 could use up capacity estimated for other portions of the pump station service area (e.g. additional DUs in the Frog pond area could leave little excess capacity for the Elligsen URA). It is recommended this be analyzed in more detail following the

completion of the upcoming Frog Pond East and South Master Plan project. Based on this preliminary analysis, HB 2001 could potentially increase peak DWF by 0.445 mgd or 310 gallons per minute (gpm), as shown in **Table 2** above. This is nearly 10 percent of the build out capacity of the Memorial Park PS.

- Portions of sub-TAZs 907 (966) and 1016 (977) would likely drain to the Canyon Creek Interceptor. This pipeline was shown in the WCSMP to have moderate capacity constraints, but not enough to trigger an improvement project. A project to upsize the Canyon Creek PS was identified in the WCSMP (CIP-08), driven by URA development and was sized at 1100 gpm. Increases from HB 2001 are a minor concern for this CIP but should be considered when the project advances in the future. There is one section of the interceptor that was estimated to have a depth over diameter ratio (d/D) of 0.9 in the build-out condition along SW Canyon Creek Rd and SW Daybreak St that could become surcharged with more DUs that included in the build-out condition; however, this section of pipe is of little concern as no capacity issues are apparent under existing conditions.
- Sub-TAZ 8090 (965) drains to the Charbonneau PS. The WCSMP did not identify any deficiencies in the local collection system in the Charbonneau sewer basin nor at the Charbonneau PS. WCSMP Table 6-6 (“Future Pump Station Capacity”) indicates the PS has 530 gpm of excess capacity in the future development scenario that was used. Using the assumptions for per capita flows in the WCSMP, this excess capacity could support more than 1,000 additional DUs. Further study of this area is needed to develop a more precise number of additional units that the Charbonneau sewer system could handle. However, the 89 potential DUs estimated by the City falls well under the excess capacity of the PS.
- The WCSMP assumed that all of TAZ 972 would flow to the Coffee Creek Interceptor via the Villebois sewer basin. The WCSMP does indicate deficiencies in the existing conditions in the upper portions of this pipeline and identified CIP projects to address existing capacity concerns (CIP-01, CIP-02, CIP-04, and CIP-10). Additional middle-housing DUs could impact the sizing of CIPs depending on how flows are routed. However, the CIP most likely to be impacted would be CIP-10 Coffee Creek Interceptor Phase 3 which was driven by URA development (flows from the Villebois basin connect to the portion of the interceptor included in this CIP). Therefore, HB 2001 is likely a minor concern at this time but future wastewater system planning efforts should take into account potential density impacts.
- The City indicated that any additional middle-housing DUs in TAZ 967 would be in sub-TAZs 4001 (Old Town), 4002 (Old Town), 4006 (Wood School), 4007 (Wood School), and 4009 (Wood School). These areas would all drain to areas along the Wood School Interceptor upstream of the connection to the Coffee Creek Interceptor. Sub-TAZs 4001 and 4002 would likely drain to the interceptor closer to the Wastewater Treatment Plant (WWTP). No existing capacity deficiencies were noted in these areas; however, the portions of the interceptor near the WWTP were predicted to have a 0.9 d/D in the WCSMP build-out scenario. Sub-TAZs in the Wood School basin could rely on a future PS to convey flow to the interceptors (WCSMP Figure 7-3 New Infrastructure) and any future PS sizing should consider increased density from HB 2001. Potential increase in flows were estimated to be more modest in these areas, therefore impacts from HB 2001 are of minor concern.
- Wastewater from the Wood School sub-TAZs flows through the Seely Ditch crossing which was identified as a condition-based CIP (CIP-13). This CIP had a more immediate timeframe

as of the completion of the WCSMP, and the assumptions used to determine the size should be reviewed prior to design.

Summary of Findings

The estimated increase in flows resulting from additional DUs due to HB 2001 represents less than a 10 percent overall increase over projected future flows in the WCSMP.

The largest anticipated impact would be to the Boeckman Sewer Basin, with an estimated 8% increase in flow due to HB 2001. The Boeckman Interceptor was already determined by the WCSMP to have the most significant capacity deficiencies in future build-out scenarios prior to HB 2001.

The Memorial Park PS, located in the Boeckman Sewer Basin, is currently being replaced with a new larger-capacity station. The station will have sufficient capacity for middle-housing in Frog Pond as that area builds out. However, if the PS service area grows further to the north and east, its ability to serve full build-out of the intended service area could be impacted by HB 2001.

Many of the other TAZ locations where the City expects additional DUs to be located already have capacity-related CIP projects identified in the WCSMP. Sizing and timing of all planned CIP projects should consider the potential of increased DUs due to HB 2001, and the CIP should be adjusted accordingly. This is recommended to be done through a comprehensive update of the sewer collection system master plan, once the City has better defined and understood the specifics of implementing HB 2001.

cc: Matt Palmer, City of Wilsonville



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021		Subject: February 2021 Ice Storm After Action Report	
		Staff Member: Martin Montalvo, Public Works Ops. Manager	
		Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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 type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council accept the report and action items outlined within the report.			
Recommended Language for Motion: N/A			
Project / Issue Relates To: Emergency Management			
<input checked="" type="checkbox"/> Council Goals/Priorities: Safe, Livable and Engaged Community	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

To discuss and review the February 2021 Ice Storm After Action Report and subsequent recommendations.

EXECUTIVE SUMMARY:

On February 12, 2021, the Portland Metro area was impacted by a severe weather event resulting in several inches of ice and snow accumulation. National Weather Service records indicate the event tied the record for the single day snowfall in February and that the City of Wilsonville was near the epicenter of the event with approximately 1 to 1.5 inches of ice accumulation. Over the course of two weeks City staff was engaged in preparing for, responding to and recovering from the ice storm. The City's efforts included deicing roads, road closures, falling or limbing trees, assisting with emergency fuel needs, addressing impacts to City owned critical infrastructure and organizing the collection and disposal of over 24,000 cubic yards of material.

At the completion of the response to the event, City staff conducted "hot-wash" meetings to glean insight from all the responders as what the City had done well in their response and what they could improve upon. The After Action report examines improvements in both the operational aspect, from the boots on the ground perspective as well as the administrative from the EOC Administrative staff's perspective.

In summary, the key successes and points of improvement identified by respondents are below:

- Successes
 - A high degree of team work and inter-departmental cooperation
 - Establishing the debris collection site early in the event cycle
 - An organized plan for removing debris within the right of way and debris collection.
 - Effective emergency fuel monitoring and distribution
 - Overall cost tracking was detailed and streamlined due to the use of the existing asset management system.
- Points of Improvement
 - Time-keeping, was disorganized and clumsy at the onset of the event. Later changes in the process assisted but it did not completely alleviate the issue.
 - Conflicting internal and external communication regarding public/private responsibilities for debris management.
 - In the haste to address the issues, many staff felt safety and maintenance was sacrificed at times.

EXPECTED RESULTS:

To gain a better understanding of the City's overall response to the February 2021 Ice Storm and to identify points of improvement.

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

None.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/14/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

By completing the after action review it will assist in improving the City's emergency management program and resiliency.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. February 2021 Ice Storm After Action Report



FEBRUARY 2021 ICE STORM

After Action Report

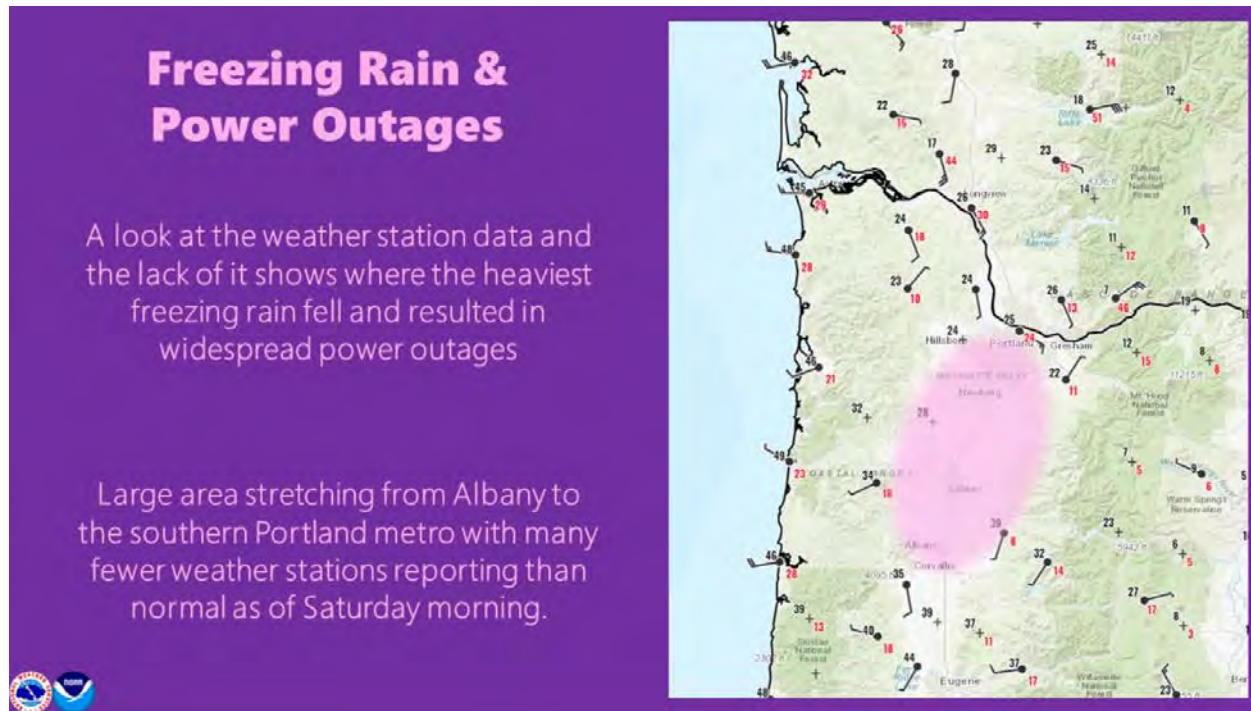
CITY OF WILSONVILLE • PUBLIC WORKS

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Response Phase

In preparation for the incoming storm, on February 10, 2021, the Public Works Department (PWD) activated its *Winter Weather Response Plan* (City of Wilsonville, 2019). The plan calls for designated PWD response teams to provide 24 hour staffing in order to respond to emerging weather events. This is accomplished by having three designated teams of three staff members each, serving three distinct shifts (day, swing and night). The plan also dictates the City's approach and priority for the use of snow plows and the use of chemical deicing agents. The response teams attempted to address issues as they arose prior to and during the peak of the storm. These actions consisted of limbing and felling trees, closing roads and removing debris from the right of way (ROW). By the evening of Friday, February, 12 conditions worsened to the point where staff were instructed to take a defensive posture only. This consisted of closing roads and coning hazardous areas off to the maximum extent possible.

Saturday, February 13 called for Public Works and Parks staff, which could safely report to work, to do so. The City then activated its *Debris Management Plan (2016)* (City of Wilsonville, 2016). The Plan specifically calls for the following initial actions on the part of the PWD:

- Coordinate initial damage assessment (IDA) and debris estimation activities, gather and track debris information.
- Assist in prioritization of debris clearance activities based on pre-identified Emergency Transportation Routes.
- Conduct drive-by assessments of pre-identified critical infrastructure and key resources.
- If Emergency Transportation Routes are impeded, attempt to sufficiently clear the roadway to allow access for emergency vehicles. If debris is beyond capabilities, communicate the need to the Emergency Operations Center (EOC).
- Coordinate debris removal in accordance with incident objectives.
- Report debris information to the EOC Incident Commander and request assistance, as needed.
- Ensure compliance with all federal, state, and local environmental, historical preservation, and other applicable laws, regulations, and policies.
- Participate in after-action review of debris management operations.
- Maintain documentation of costs.

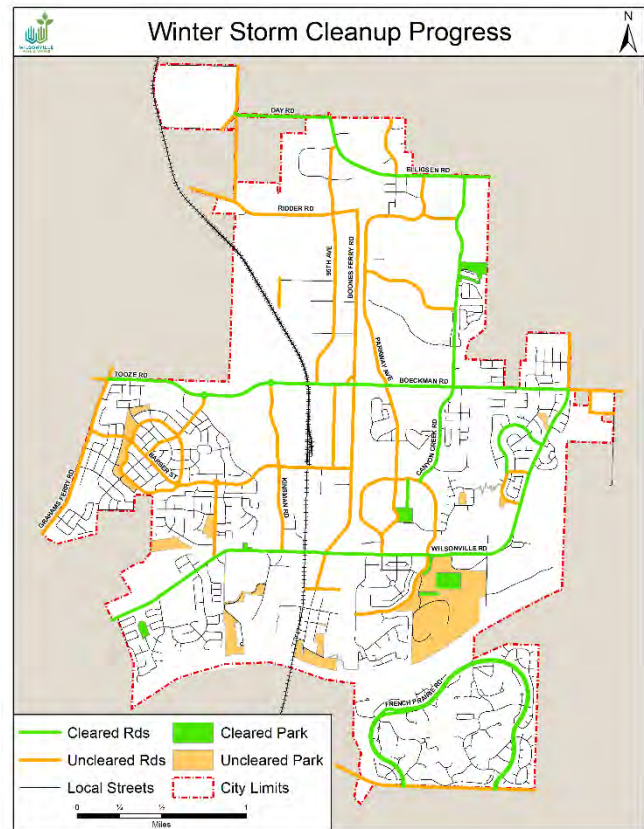


Figure 1: Debris Clean Up Routes

The north to south bound interstate lanes were relatively unaffected by the ice storm and still viable routes for traffic. Based on this, the City employed a strategy of designating teams to clear the east to west bound major arterial roads and collectors to create access to the interstate. Additionally, any access routes to critical infrastructure were cleared immediately. Based on equipment limitations, the City was only able to field three viable teams each working on designated arterial routes. Efforts to clear the major arterials accounted for the first four to five days of the initial response. The plan then called for neighborhood arterials and minor collectors to be addressed next with the residential roads being the last priority. Any request for assistance arrived to the central dispatcher in the PWD, were quickly triaged by field staff. Identified issues were addressed as crews were working within the vicinity or placed on a schedule to return to as staffing allowed.

Additionally, the Charbonneau community posed a unique issue to the response effort based on the degree of tree impact and the old growth nature of the community. Due to this, it was determined that the City would assign its contracted tree crews to address the issues within Charbonneau. The City was able to assign no less than three full time tree crews to this area for the course of the response effort.

Charbonneau also benefitted from a concerted citizen driven response on the part of Greg and Rachel Leo, with the North Marion County CERT organization. The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. The CERT volunteers were able to provide wellness

checks and assist with basic needs and outreach for the community. Appendix A, *2021 Presidents Day Weekend Ice Storm Report, Recovery in Charbonneau*, is an after action report prepared by the North Marion County CERT members outlining their unique response efforts as a result of the storm.

Power and Fuel

As mentioned earlier, the Portland Metro Region as a whole was heavily impacted by a loss of electrical power. Within the City of Wilsonville, the most heavily impacted areas were the Charbonneau community and portions of the Old Town area. The Charbonneau area was without power for three days beginning Friday the 12th until late Monday the 15th. The Spring Ridge Assisted Living Facility, located in Charbonneau, also contacted the City for assistance during the course of the outage. The facility was running low on fuel for their diesel generator and was having difficulties sourcing fuel from their existing vendor. The City was able to provide 200 gallons of diesel fuel for their facility generator as their fuel vendor was unavailable to assist.

The outages within the Old Town area took slightly longer to restore due to need to replace poles and overhead power lines. The Old Town outage also affected the City's Waste Water Treatment Plant which had to rely upon emergency generator power for several days.

The power losses also affected the city's B-Level Water Reservoir Pump Station. The pump station provides potable water to almost a third of the overall city within the higher elevation areas. The automatic transfer switch suffered a catastrophic failure as a result of a power surge during the storm. The final repair of the power issues at the facility took several weeks to resolve on the interim, with a final solution being constructed this summer. The City also had its Copper Creek and Charbonneau sanitary lift stations running on emergency power for a period of time after the storm.

In all, the SMART / Fleet Services staff delivering 1,230 gallons of emergency fuel to five unique locations within the community. This required careful coordination and monitoring of our emergency fuel reserves.

Debris

While City staff focused on the clearing of debris within the rights of way, the larger majority of the debris was generated from private property. Additionally, under City code residents are also responsible for any street trees adjacent to their property. It became apparent early that a centralized debris site would be needed.

At the onset of the response, the City designated its Murase Park parking area as the initial debris accumulation site. After the Initial Damage Assessments (IDA) were completed it was apparent that both the location and size of the site would be insufficient to address the community's needs. On Tuesday February 16th, the EOC staff determined that the debris site would be relocated to the WES Transit Station located at 9699 SW Barber Street. The site was centrally located, provided a larger overall footprint, a defined ingress and egress locations and minimal residential community impacts. The debris site opened Wednesday, February 17th and closed March 4, 2021. At the end of the debris collection period, the debris site had accumulated approximately 23,000 cubic yards of material.

Overall, the debris collection site was very well received, but staff were quick to identify an unmet need with community from those members that were either physically or logistically unable to bring their debris to the collection site. To address the need, staff organized a community volunteer event to assist

residents that registered for assistance, with collecting and transporting their debris to the site. This volunteer event had over 70 residents heed the call and later became a model practice for other communities within the region.

After all the debris was collected, the City then contracted with a local vendor to provide tub grinding services in order to consolidate the material into transportable mulch material. The processed material was reduced to approximately half its original volume. For reference the final product amounted to enough material to cover a football field with six feet of mulch. The processed mulch has subsequently been diverted to an alternative waste stream to minimize cost to the community and the overall environmental impacts.



Figure 3: Debris site before processing



Figure 3: Debris site after processing

Financial Impacts

At the onset of the event, the City utilized its Cartegraph Asset Management System to track all operational activities and financial impacts. The system allows for tracking of force account labor, equipment, materials and contracted services. The system also allows us to provide cost utilizing pre-approved FEMA cost reimbursements rates. On March 26, 2021, Wilsonville Staff met with Oregon Office of Emergency Management (OEM) and Federal Emergency Management Agency staff members to discuss the impacts to the community and present our expenses to date. The accounted total impacts to the City as of March 25, 2021 are presented in Table 1: Financial Impacts.

Table 1: Financial Impacts

Cartegraph Work Order # 7270			
Force Account Work as of 03/25/21			
Labor Cost (Regular)	\$	132,498.61	
Overtime	\$	19,769.04	
Equipment	\$	72,408.81	FEMA code rates
Total Force Account Cost To Date	\$	224,676.46	WO# 7270
Labor Cost (Regular)	\$	17,345.51	
Overtime	\$	4,632.22	
Staff Volunteer Cost	\$	21,977.72	
Invoiced Expenses as of 03/25/21			
Tree Care Unlimited (Invoiced to date)	\$	48,835.00	Contractor; WO# 7270
City Wide Tree Services (Invoiced to date)	\$	98,677.50	Contractor; WO# 7270
Rental Equipment (Invoiced to date)	\$	19,161.62	
Republic Services Debris Disposal (Invoiced to date)	\$	34,134.30	Murase- 990 yd ³ ; Charbonneau- 810 yd ³ ; Debris from public right of way
Other Invoiced Expenses to Date	\$	45,826.68	
Invoices Total	\$	246,635.10	
Subtotal Expenses to Date (as of 3/25/21)	\$	493,289.28	
Estimated City Debris Disposal Cost for WES	\$	166,823.53	WES- 12,217.2 yd ³ (chipped)
Estimated Compensation for material	\$	54,000.00	Estimated amt to be paid to City for debris
Estimated Debris Pile Disposal Cost	\$	112,823.53	
Estimated Planned Expenses			
Estimated Chip Seal Repair for WES Lot	\$	50,000.00	Repair damage to WES debris site parking lot
Estimated Curb Repairs for WES	\$	4,500.00	Repair damage to curbs at WES parking lot
Quote for replacement traffic cones	\$	2,950.00	Replace approximately 200 traffic cones lost during storm event
Street Tree Replacement	\$	50,000.00	Tree plantings in Fall '21 & Spring '22; 200 trees @ \$250.00 per tree
Estimated Total Repair Costs	\$	107,450.00	
Total Estimated Expenses	\$	713,562.81	

On May 4, 2021, Clackamas County Disaster Management advised the City that President Biden's office had approved the Federal Disaster Declaration Public Assistance. Staff will continue to coordinate with Clackamas County Disaster Management, OEM and FEMA to recoup the maximum extent possible for the community.

Questionnaire Analysis

This report will attempt to outline the City of Wilsonville's initial response and recovery efforts to the ice storm event. It is intended as a learning tool for staff to determine actions that were effective towards the overall response and to determine where possible points of improvement can be made for future events. In order to facilitate meaningful discussion from both its operations staff and its EOC administrative team, the City conducted two separate "hot washes". Both groups completed the same discussion exercise and questionnaire.

Staff were asked to complete a standard questionnaire in an attempt to garner staff perception of the overall activities that occurred within the initial course of the response and recovery of the event. The staff questionnaire broke the line of questioning into two primary directions; "Successes" and "Points of Improvement". Each of the unique written responses were placed into general categories. The general categories consisted of:

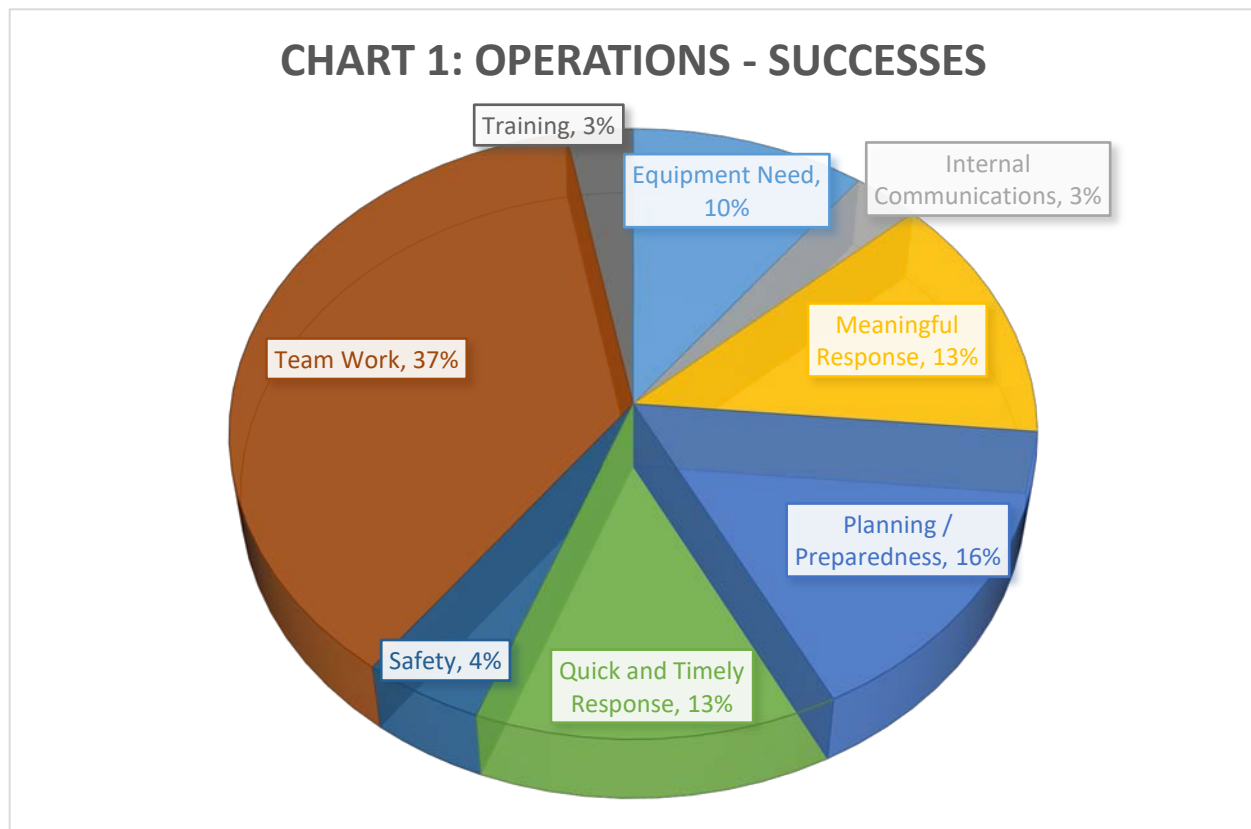
Internal Communications	Team Work
External Communications	Meaningful Response
Planning / Preparedness	Equipment Need
Training	Contract Need
Quick and Timely Response	Safety

In summary, the key successes and points of improvement identified by respondents are below:

- Successes
 - A high degree of team work and inter-departmental cooperation
 - Establishing the debris collection site early in the event cycle
 - An organized plan of attack for removing debris within the right of way and debris collection.
 - Emergency fuel monitoring and distribution were effective.
 - Overall cost tracking was effective and streamlined due to the use of the existing asset management system.
- Points of Improvement
 - Timekeeping, was disorganized and clumsy at the onset of the event. Later changes in the process assisted but it did not completely alleviate the issue.
 - Conflicting internal and external communication regarding public / private responsibilities for debris management.
 - In the haste to address the issues, many staff felt safety and maintenance was sacrificed at times.

Operations Staff Successes

Chart 1: *Operations Successes* summarizes the categories or themes that were identified from the responses that were received. The top three categories overall were; “Teamwork” at 37%, “Planning and Preparedness” at 15% and “Meaningful Response” at 15%. A complete listing of the various responses and categories is included on Appendix B: *Operations Questionnaire Comments*. A sampling of specific comments within this category included:

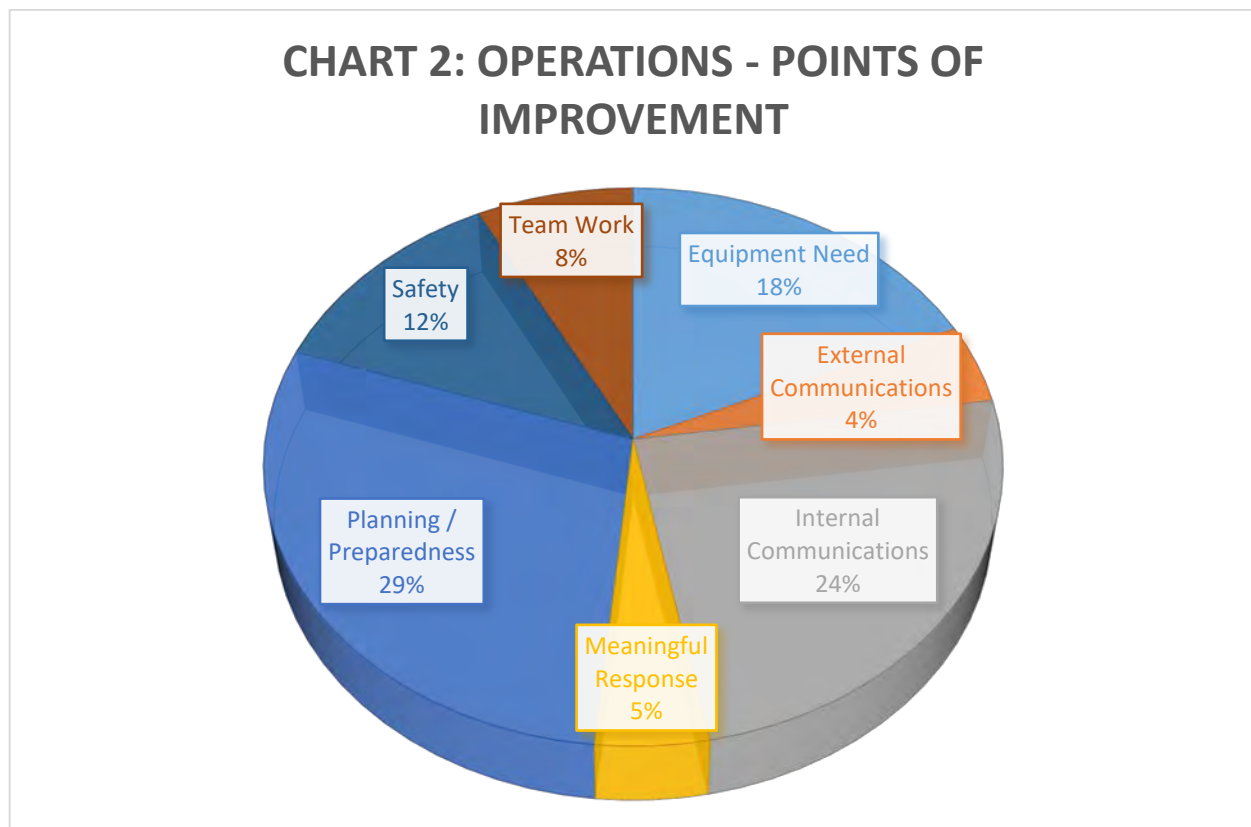


- Teamwork (37%)
 - Teammates. Can't say enough about the boots on the ground. What they accomplished, how they came together and how they represented the City is beyond words. This response simply would not have happened with the success it did if it was not for the diligent and dedicated work of the boots on the ground.
 - Dedication of staff to work longer hours and different schedules to accomplish the huge task.
 - Supervisors and staff jumped in to help. Parks helped Public Works (PW) clear right of ways and streets. Then PW went into parks and helped cleanup there. I enjoyed this team building exercise disguised as storm response. I was glad to see everyone working well together.
- Planning and Preparedness (16%)
 - Three rolling chipper teams for the road clearing portion was needed and a great call. Streamlined the cleanup and contributed greatly to eliminate the multiple handing of debris issue.

- Having a plan of attack and the way each team responded to their specific assignments.
- Our emergency management team did a great job organizing and prioritizing the needs of the City. At all times, I knew what I was doing and where I was doing it.
- Prioritization of the road cleanups, were arterials first.
- Meaningful Response (13%)
 - Giving homeowners/community members the opportunity to drop off their debris at WES for free was really helpful. I'm not totally sure where all the chips are ending up and if there will be some sort of payback into the budget as a result, but regardless, it was really great how people were given the means to dispose of their debris.
 - I feel that we mobilized resources well. The team and the equipment came together in a meaningful time frame that really allowed our customer facing response to shine.
 - We organize and set plans to approach how to clean the city and how they prioritize safety for the community.

Operations Points of Improvement

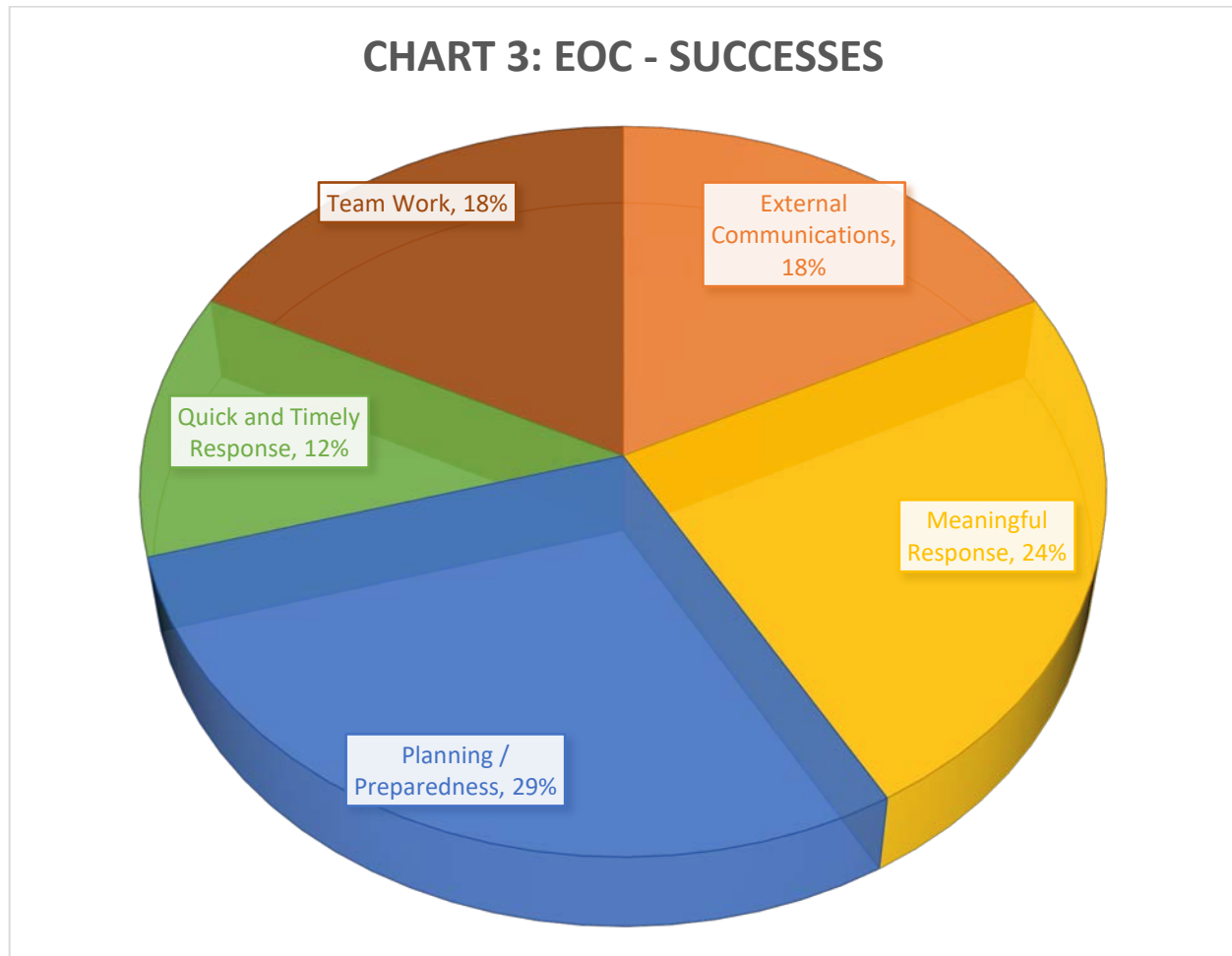
Chart 2: *Operations Points of Improvement* summarizes the categories or themes that were identified from the responses that were received. The top three categories overall were; “Planning and Preparedness” at 29%, “Internal Communications” at 24% and “Equipment Need” at 18%. A complete listing of the various responses and categories is included on Appendix B: *Operations Master Questionnaire Comments*. A sampling of specific comments within this category included:



- Planning and Preparedness (29%)
 - One of the most confusing aspects of the storm response was how time was recorded on time sheets. A solution was put in place but had this been implemented earlier on in the response, it may have cut down on some administrative time.
 - The start time shift led to timesheet tracking issues and was a bit confusing. Aside from the first couple days, I think it would have made more sense to keep most people at the normal 7-3:30 shift. Equipment assignment was also very poor the first Sunday and Monday and certain teams got quite unlucky with being left without a swap loader or having the bad chipper that was rented without more supplemental equipment to go with it. I understand this point may seem vague and to a degree hard to plan for but in general, I mean a balance of the equipment needs between groups could have been better at first.
 - Too rushed. Every day for 3 weeks, there was a mad scramble to grab working saws and figure out who had what equipment and trucks they needed to do work. At the end of the day, there was no concerted effort to clean or put away equipment (saws, fuel cans, etc.) There was definitely a safety element that was lost in all the chaos.
 - You did not give time to prepare for the next day. For example, change chainsaw blades and gas up chippers. More time for maintenance.
- Internal Communications (24%)
 - The team in the field needed to be trusted to make work process calls in the way they best see fit. Over management of talented team members lead to frustration. Large idea logistics are needed for sure but instructing teammates on how to best pick up debris lead to team members being undervalued and over managed. We either trust the team in the field to do the right thing or we don't. And if we don't why are they in the field in an emergency response/recovery?
 - Towards the end we started using timecards, which greatly increased accuracy of time tracked. Maybe just clean up and proof that method and use for all events.
 - Chain of command - too many people redirecting what need to be taken care of, i.e. Was told by one supervisor to do this then another would tell team to do it differently.
 - Directions from the top were often contradictory regarding the removal of debris within residential subdivisions. There were times where we were instructed to remove debris piles (from community members personal trees) even if they were neatly piled on the side of the road and traffic could freely flow by them, then we were instructed not to as individuals were said to have to deal with it themselves, then we were supposed to - and so on. Personally, I think once all the residential roadways were cleared of fallen trees blocking them and debris was piled to a reasonable degree, we should have shifted our focus to some other roads that did not see a lot of attention until much later throughout the week. Like down Memorial Past the Library, west-side Wilsonville Road, etc. To be clear, I wouldn't have had a problem with having to pick up personal debris at all as long as the mixed messages and equipment balance issues weren't prevalent.
- Equipment Need (18%.)
 - I think that the City really needs to have a forestry bucket truck and a second chipper.
 - I think we need to have more equipment available for storm events. Bucket truck, large chipper.
 - Organize small equipment for the teams. There were times we didn't know where the small equipment for the team went

EOC Administration Staff Successes

Chart 3: *EOC Administrative Successes* summarizes the categories or themes that were identified from the responses that were received from the command staff serving at the City's Emergency Operations Center. The top three categories overall were; "Planning and Preparedness" at 29%, "Meaningful Response" at 24%, and "Teamwork / External Communications" tied at 18%. A complete listing of the various responses and categories is included on Appendix C: *EOC Administration Questionnaire Comments*. A sampling of specific comments within this category included:



- Planning and Preparedness (29%)
 - As resident, super impressed with how quickly roads opened. Had plan, knew where they were starting with prioritization, was impressed with how fast it worked. Dedication of staff to work longer hours and different schedules to accomplish the huge task.
 - Getting debris site up running so quickly. Volunteers to help with drop off but also getting volunteers out to help manage site.
 - Debris drop off/clean up arrangement using drop off - amazing, quick and efficient.
- Meaningful Response (24%)
 - Harnessed volunteer power on short notice: 75+ volunteers to help community, impressive community response.

- Working with Bryan getting direct contact, figuring out needs and confidence in resources needed.
- City response - cell phone chargers, well appreciated.
- Teamwork and External Communications (18% each)
 - Organization our size, this crisis hit - we all came together, worked as one team, one department towards one goal, all supported each other.
 - Appreciate staff and how supportive they were regardless of whether part of storm response. Dedication to community and returning community to pre storm status.
 - Constant communication using different methods. Neighborhood communication methods. Positive comments from community - getting info in various different methods
 - Appreciated all support access to the Leo's getting out and knocking on doors. Could have done with staff but not as well, efficiently and safely. Made ability to respond better and efficient.

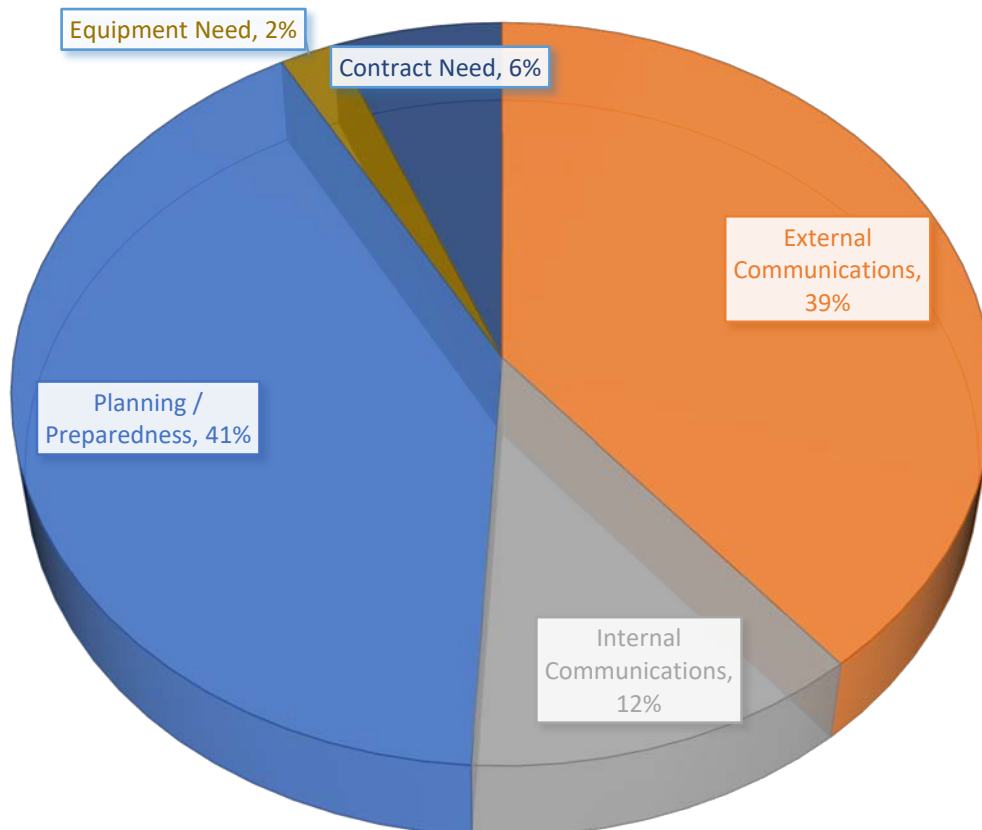
EOC Administration Staff Points of Improvement

Chart 4: *EOC Administrative Points of Improvement* summarizes the categories or themes that were identified from the responses that were received from the command staff serving at the City's Emergency Operations Center. The top three categories overall were; "Planning and Preparedness" at 41%, "External Communications" at 39% and "Internal Communications" at 12%. A complete listing of the various responses and categories is included on Appendix C: *EOC Administration Questionnaire Comments*. A sampling of specific comments within this category included:

- Planning and Preparedness (41%)
 - Have to go outside area of incident to get resources.
 - 20% goal of Everyone at least 2 weeks ready, What would I need, how do I make sure I have resources available; Beneficial effect on other 80%
 - How City can communicate with public regarding emergency preparedness i.e. "Have A Plan".
- External Communications (39%)
 - Manage expectations of community.
 - Contacts - HOA database needs improvement, in addition to HOAs having updated info
 - Many neighborhoods without HOA. How to communicate with those neighborhoods in effective manner?
 - How to communicate with community when no power/service.
 - Reacting/responding, forget constituencies that need info to provide to community.
- Internal Communications (12%)
 - When does city stand up EOC and NIMS process? How do we start the process functioning. Think through protocol re: this is the point we need the more org. communication structure.
 - If PW sees things going on in field, getting communication back to Public Information Officer so we can release message.
 - Within the IC structure identified liaison role. Have resources but don't know needs, structure can move information up/down ladder

- *Note: The EOC Administration responses included seven unique comments requesting greater coordination and planning with the local Long Term Care (LTC) and/or Assisted Living Facilities (ALF). It is important to note that facilities of this nature are required by both Federal and State regulations to prepare and maintain Emergency Operations Plans to address various manmade and natural hazards. These plans require the facilities to prepare plans to address these emergency needs independent of relying upon local governments and / or fire districts for assistance. Specifically, 42 CFR 483-73 Emergency Preparedness and Oregon Rule 411-054-0093. Emergency and Disaster Planning, outline specific emergency planning requirements that all LTCs and ALFs must comply with in order to operate within the state of Oregon.*

CHART 4: EOC - POINTS OF IMPROVEMENT



Action Items

Anecdotally, most staff that responded to the event, both to the initial and long term response, felt that City responded in a positive manner. With that said, there are always points of improvement from any event of this nature.

In almost all incidents, regardless of magnitude, the chief point of improvement that is identified is improved communications. As part of this event, 19.1% of the respondents indicated that we need to improve our internal communications and another 19.1% indicated that we need to improve our external communications. A few take-aways or action items that have been outlined to address the comments are below:

Communications (internal and external)

- Establish clear plan of attack as to what the public / private responsibilities for debris related events.
 - Formalize, document and publish the information prior to commencing operations. This can be done in a simple action card format that can be provided to staff and shared with community.
- Educate the community on how the City communicates in emergency situations (Twitter, Facebook, social media, etc...). Encourage community members to follow the City on social media outlets to remain current on emergency actions.
- Initiate a public education / preparedness campaign to coincide with National Preparedness Month (September). The campaign should leverage the lessons learned over the last year while the memory of recent events are still fresh.
- Compile and routinely update a list of HOA presidents within the community. Conduct an organized event to educate them on the responsibilities of the respective HOA's versus the City. Use the lessons learned from the recent event as talking points for the discussion.

Planning and Preparedness

- Utilize the standard ICS 211 Check-In form in order to stream line and formalize the time keeping process.
- Designate a Safety Officer for each operations team at the commencement of operations.
 - Clearly define the role responsibilities of the safety officer versus that of the crew leader.
 - Empower the safety officers to make safety related decisions within the field.
- Consider acquiring specialty equipment that can be used for day to day operations but quickly pivot to emergency response.

Appendix A: 2021 Presidents Day Weekend Ice Storm Report, Recovery in Charbonneau

Greg & Rachel Leo, North Marion CERT

2/15/2021

Charbonneau Assessment and Social Welfare Checks

2021 Presidents Day Weekend Ice Storm Report *Recovery in Charbonneau*

Summary: Coordinating with City Manager Bryan Cosgrove at the City of Wilsonville, Executive Director Jim Meierotto at Charbonneau, and Sandy Batte of Charbonneau's Emergency Preparedness/Public Safety Committee, and Wilsonville City Councilor Dr. Joann Linville, we made site visits to the Charbonneau community on 2/14 and 2/15 2021.

Charbonneau Residents were without power for three days from Friday, 2/12 through Monday 2/15, approximately 70 hours total. We conducted an initial field assessment on Sunday 2/14, reported to the City Manager the need for cell phone chargers and warm meals, which we distributed to Charbonneau Residents on the afternoon of 2/15.

In frequent contact during and after the event with Sandy Batte (EPPS Committee Board), Jim Meierotto (Charbonneau ED), and City Councilor Dr. Joanne Linville to identify residents who were alone, and without power, had special needs or could not be reached, we assessed the situation and coordinated the resources of the City of Wilsonville, North Marion CERT, and the American Red Cross. In all we made approximately 42 welfare checks on Charbonneau residents on 2/14 and 2/15.

With the uncertainty of when power would be restored, it is estimated that close to half of Charbonneau's nearly 3,000 residents left their homes sometime between the evening of 2/12 and 2/15. Many reportedly went to stay with relatives outside the impacted area, and many reserved hotel rooms around the region. The remaining people hung in there, enduring the dark and cold, mostly complaining of boredom and limited or no access to heat, refrigeration, cell batteries, and the difficulty of communicating with friends and family because of limited cell phone charging capacity or lack of internet connections.

On 2/14, our primary objective was to assess the situation of the residents, and understand who needed assistance and what type of assistance would be most helpful. We had contact with community leaders and neighborhood preparedness captains who helped us identify residents who needed to be checked on and assess

what they needed to help them shelter in place. We also met with Garth Hallman, the Manager of the SpringRidge Assisted Living facility to assess the needs of the residents, coordinating procurement of diesel fuel through Wilsonville Public Works. At his request, we contacted Darrell Fuller, Disaster Services Coordinator with the American Red Cross through our Marion County Emergency Preparedness contacts to procure 20 cots for SpringRidge. The turn-around time the same day was impressive, but their arrival coincided with the restoration of PGE power on Monday evening, 2/15. The Red Cross picked up the cots the following day. Good to know this can be accessed if needed in the future.

We visited 18 homes by referral of Charbonneau leaders and connected with 24 people on the street. We distributed 15 cell phone chargers and gave out food to 22 people, some of whom took food home to family members and neighbors. While some residents were charging their cell phones in their cars or a neighbor's generator, the 15 cell phone chargers we distributed were much appreciated for those who had difficulty charging another way. The sub sandwiches and Yumm Bowls were well-received, although quesadillas were less appetizing once cold.

When talking with residents we identified ourselves as members of North Marion CERT coordinating with the City of Wilsonville and Charbonneau Country Club who sent us to ask 'how are neighbors doing' and to identify any needs.

We focused on elderly, single household residents, mostly women, but also some elderly couples. We also stopped people on their walks and asked them if they could point out houses where alone and elderly people lived. In a couple of cases, they did not answer our knocks. In most cases those we spoke with seemed healthy, but lonely, and happy to talk to us. They very much appreciated people from the City of Wilsonville and Charbonneau checking on them.

One location we visited on 2/15 gave us concern and we provided the address to the City Manager to do a more formal social welfare check.

Greg & Rachel Leo
North Marion CERT
The Leo Company, LLC
greg@theleocompany.com
(503) 804-6391

Appendix B: Operations Questionnaire Comments.

Success / Point of Improvement	Activity General Description	Comment Theme
Point of Improvement	We need more equipment to deal with possible emergencies	Equipment Need
Point of Improvement	I think that the City really needs to have a forestry bucket truck and a second chipper	Equipment Need
Point of Improvement	More city owned chippers	Equipment Need
Point of Improvement	Organize small equipment for the teams. There were times we didn't know where the small equipment for the team went	Equipment Need
Point of Improvement	Possibly have an emergency contract with a rental company so they have to provide the equipment	Equipment Need
Point of Improvement	Having the right equipment to start with (at least a working bucket truck)	Equipment Need
Point of Improvement	I think we need to have more equipment available for storm events. Bucket truck, large chipper	Equipment Need
Point of Improvement	I think we could purchase the equipment we had to rent during the event. An articulating loader and a large chipper could be used by field personnel even during non-emergency occasions.	Equipment Need
Point of Improvement	Different forms of communication, such as walkie-talkies, may have proved beneficial	Equipment Need
Point of Improvement	Possibly purchasing another chipper or large piece of equipment	Equipment Need
Point of Improvement	Equipment parts/accessories inventory could have been better prioritized	Equipment Need
Point of Improvement	Equipment maintenance	Equipment Need
Point of Improvement	I don't know if we did this or not: post maps of cleanup efforts (present and future within the event) along with specific of what we will and won't do in these areas, so steering citizens to our website is more effective	External Communications
Point of Improvement	Inform citizens of their own responsibilities	External Communications
Point of Improvement	A better understanding of responsibility between City and citizens and homeowner association when it comes to cleanup after a storm	External Communications
Point of Improvement	Towards the end we started using timecards, which greatly increased accuracy of time tracked. Maybe just clean up and proof that method and use for all events	Internal Communications
Point of Improvement	Evening debriefs should be just with team leaders to gather timecards and collect status of the crew and let others work until the end of the day	Internal Communications
Point of Improvement	The team in the field need to be trusted to make work process calls in the way they best see fit. Over management of talented team members lead to frustration. Large idea logistics are needed for sure but instructing teammates on how to best pick up debris lead to team members being undervalued and over managed. We either trust the team in the field to do the right thing or we don't. And if we don't why are they in the field in an emergency response/recovery?	Internal Communications
Point of Improvement	Teams could have been better organized	Internal Communications
Point of Improvement	Correct amounts of rest, redundant debriefing	Internal Communications
Point of Improvement	We can improve upon our communication between supervisors and boots on the ground. There were multiple occasions where I was being told to do two different tasks from two different supervisors	Internal Communications
Point of Improvement	Communication	Internal Communications
Point of Improvement	Less meetings	Internal Communications
Point of Improvement	Chain of command - too many people redirecting what need to be taken care of, ie. Was told by one supervisor to do this then another would tell team to do it differently	Internal Communications
Point of Improvement	I feel morning meetings could have been discussed by supervisors first, then disseminated to rest of teams so everyone was on the same page	Internal Communications
Point of Improvement	Hold more consistent standards as to what each crew's storm cleanup entails so as not to have to double back any more than necessary	Internal Communications
Point of Improvement	Timesheet system was confusing. Not sure what was OT and regular pay	Internal Communications
Point of Improvement	When an emergency is declared, Saturday and Sunday paid as OT	Internal Communications
Point of Improvement	Understanding job priority	Internal Communications
Point of Improvement	Directions from the top were often contradictory regarding the removal of debris within residential subdivisions. There were times where we were instructed to remove debris piles (from community members personal trees) even if they were neatly piled on the side of the road and traffic could freely flow by them, then we were instructed not to as individuals were said to have to deal with it themselves, then we were suppose to - and so on. Personally, I think once all the residential roadways were cleared of fallen trees blocking them and debris was piled to a reasonable degree, we should have shifted our focus to some other roads that did not see a lot of attention until much later throughout the week. Like down Memorial Past the Library, west-side Wilsonville Road, etc. To be clear, I wouldn't have had a problem with having to pick up personal debris at all as long as the mixed messages and equipment balance issues weren't prevalent.	Internal Communications

Success / Point of Improvement	Activity General Description	Comment Theme
Point of Improvement	The morning and afternoon meetings were a bit of a joke at times and sometimes seemed unnecessary. As mentioned in the previous point, contradictory statements were made and often times it was also due to points being made in one meeting while being portrayed differently in the next. Sometimes less being said leads to more concise views and serves the team better. By end of Day 2, I was very over the meetings and would have appreciated a quick "Here are the assignments, go out there and get it" sort of message. Team assignments should have been departmental from the get go with a few exceptions. I thought it was weird that the person with the most experience and knowledge regarding remediation of an incident like this (Matt Baker) was not given a chance to call more shots or assign tasks.	Internal Communications
Point of Improvement	Less focus on parks and more on roads	Meaningful Response
Point of Improvement	We need to more fluidly move from response to recovery. The timeline for the response to the storm and the recover from the storm were blurred. We could have made better team and community focused decisions if we transitioned to full team recovery model sooner in the process	Meaningful Response
Point of Improvement	Understanding the switch between Emergency Response and storm cleanup. Once roadways and other hazards are taken care of, we needed to change plans and move to a more efficient way of storm cleanup.	Meaningful Response
Point of Improvement	More time for maintenance	Planning / Preparedness
Point of Improvement	You were not prepared to remove the fallen tree branches. Chippers should have been rented before the ice storm	Planning / Preparedness
Point of Improvement	You did not give time to prepare for the next day. For example, change chainsaw blades and gas up chippers	Planning / Preparedness
Point of Improvement	Group leaders could have done better with giving breaks to reduce burn out	Planning / Preparedness
Point of Improvement	Changing of the schedule for team without finding out what worked best for all involved	Planning / Preparedness
Point of Improvement	Splitting daily tasks so one individual wasn't stuck chipping entire time, dispersing duties so each person would get a break doing all the manual labor	Planning / Preparedness
Point of Improvement	Designate larger area for vehicles so as not to be so cluttered at Three Bay in the morning/afternoons	Planning / Preparedness
Point of Improvement	I enjoy the planning in what part of the city to prioritize but as a team, there were some occasions that there was not planning in how to work on site	Planning / Preparedness
Point of Improvement	Too rushed. Every day for 3 weeks, there was a mad scramble to grab working saws and figure out who had what equipment and trucks they needed to do work. At the end of the day, there was no concerted effort to clean or put away equipment (saws, fuel cans, etc.) There was definitely a safety element that was lost in all the chaos.	Planning / Preparedness
Point of Improvement	Once things are cleaned up regroup and asses how you could save money or do something differently	Planning / Preparedness
Point of Improvement	Written out traffic control plan before we go out	Planning / Preparedness
Point of Improvement	During the initial schedule shift everyone was required to work from 8AM-5PM. Most field staff only take a half hour lunch break so this shift could have been adjusted to 8AM-4:30PM to reduce the amount of overtime. This shift change did occur later in the response.	Planning / Preparedness
Point of Improvement	One of the most confusing aspects of the storm response was how time was recorded on time sheets. A solution was put in place but had this been implemented earlier on in the response, it may have cut down on some administrative time	Planning / Preparedness
Point of Improvement	To make sure teams continued to get breaks and had food.	Planning / Preparedness
Point of Improvement	Allow on-call staff to take a City truck home	Planning / Preparedness
Point of Improvement	Once the initial emergency response is dealt with, limit the amount of changes to the teams and equipment. It seemed more efficient and safe to know your team and who is doing what as well as what they were doing the day before.	Planning / Preparedness
Point of Improvement	When assigning teams, it would be helpful to assign equipment as well. Leading to less confusion and bickering	Planning / Preparedness
Point of Improvement	Though understandable, the timesheet tracking system was a bit confusing at first. One time I was feeling out three different sheets. Not a big deal, but maybe we can put some thought into how to track time during emergencies.	Planning / Preparedness
Point of Improvement	The start time shift led to timesheet tracking issues and was a bit confusing. Aside from the first couple days, I think it would have made more sense to keep most people at the normal 7-3:30 shift. Equipment assignment was also very poor the first Sunday and Monday and certain teams got quite unlucky with being left without a swap loader or having the bad chipper that was rented without more supplemental equipment to go with it. I understand this point may seem vague and to a degree hard to plan for but in general, I mean a balance of the equipment needs between groups could have been better at first.	Planning / Preparedness
Point of Improvement	The first few days while the ice was still present, felt like an unnecessary hazard and also caused more fatigue from the weight of branches	Safety
Point of Improvement	Although it was meant to be fun, turning it into a race made safety take a backseat. Work hard and efficient but don't race.	Safety
Point of Improvement	Having everyone work 100 MPH instead of setting a good pace = burnout	Safety
Point of Improvement	Overworked	Safety
Point of Improvement	Employee safety wasn't main concern. We shouldn't have waited for ice to melt off trees before putting ourselves at risk being under trees that were falling	Safety
Point of Improvement	Prioritize safety. Take moments to remind each other all safe points on the site. Because some team members don't work as often on streets or parks	Safety

Success / Point of Improvement	Activity General Description	Comment Theme
Point of Improvement	I question how safe it was to have 'all hands on deck' the Sunday during the storm. There was so much ice on the debris and roads as well as debris continuing to fall that it seemed unsafe. There were also people who were clearly not happy to be there.	Safety
Point of Improvement	We could have improved upon including more safety discussions at the beginning fo the work shifts, specifically reminding people to stretch and to use good posture when performing their work in order to avoid injuries	Safety
Point of Improvement	Lunch portions for the group	Team Work
Point of Improvement	Keep teams together. There is safety in familiarity of who you are working with, that way the same team would be responsible and held accountable for the equipment	Team Work
Point of Improvement	We could work better by not switching up teams every day	Team Work
Point of Improvement	For more PW employees to volunteer their time for storm events	Team Work
Point of Improvement	Keeping teams the same after initial assignments. To keep good work flow.	Team Work
Success	You provided the required PPE to complete the job in a safe manner	Equipment Need
Success	when the other two chippers were rented, that was a smart move	Equipment Need
Success	We were able to rent equipment that made our jobs much more different. (2 chippers, excavators, etc.)	Equipment Need
Success	Creatively obtained the equipment early enough to have what we needed	Equipment Need
Success	Found equipment quickly	Equipment Need
Success	Being on top of getting equipment that was needed	Equipment Need
Success	The necessary equipment was obtained quickly in order to get the job done	Equipment Need
Success	Management showed great support towards Public Works employees during the confusing payroll adjustments	Internal Communications
Success	I thought we did a great job of having organized and constructive meetings at the beginning and ending of each day	Internal Communications
Success	Creating the debris dropoff was a great idea	Meaningful Response
Success	Simple and effective plan of attack to clear roads	Meaningful Response
Success	I feel that we mobilized resources well. The team and the equipment came together in a meaningful timeframe that really allowed our customer facing response to shine	Meaningful Response
Success	Three rolling chipper teams for the road clearing portion was needed and a great call. Streamlined the cleanup and contributed greatly to eliminate the multiple handing of debris issue	Planning / Preparedness
Success	Setup a bulk site for debris	Meaningful Response
Success	Hit the problem head on and worked together to make the City safer than what it was before we started	Meaningful Response
Success	We organize and set plans to approach how to clean the city and how they prioritize safety for the community	Meaningful Response
Success	Opened up and managed debris site quickly	Meaningful Response
Success	Utilizing WES for the community site	Meaningful Response
Success	Giving homeowners/community members the opportunity to drop off their debris at WES for free was really helpful. I'm not totally sure where all the chips are ending up and if there will be some sort of payback into the budget as a result, but regardless, it was really great how people were given the means to dispose of their debris.	Meaningful Response
Success	Utilized contractors and correction department work crews to cleanup	Planning / Preparedness
Success	Prioritization of the road cleanups, arterials first	Planning / Preparedness
Success	Had a plan for everyone to clear main roads first	Planning / Preparedness
Success	Emergency preparedness	Planning / Preparedness
Success	Prioritizing roadways that needed to be cleared	Planning / Preparedness
Success	Organization was good with snow and ice	Planning / Preparedness

Success / Point of Improvement	Activity General Description	Comment Theme
Success	Made sure crews were fed and taking rest breaks	Planning / Preparedness
Success	Our emergency management team did a great job organizing and prioritizing the needs of the City. At all times, I knew what I was doing and where I was doing it.	Planning / Preparedness
Success	the supplied lunches were greatly appreciated and enjoyed	Planning / Preparedness
Success	Having a plan of attack and the way each team responded to their specific assignments	Planning / Preparedness
Success	Very fast response to all of the problems	Quick and Timely Response
Success	The quickness of the response and the amount of cleanup	Quick and Timely Response
Success	Swift response	Quick and Timely Response
Success	We were able to clear roads/trails/parks in a timely manner. For the amount of damage, I feel we were able to get a lot done in a few weeks	Quick and Timely Response
Success	Response time	Quick and Timely Response
Success	Quick response. We had teams out and visible, cleaning up during and immediately after the storm	Quick and Timely Response
Success	Fast response in securing resources for the emergency	Quick and Timely Response
Success	Fast response in securing resources	Quick and Timely Response
Success	The initial response was pretty good considering how hard it was for some people to make it in that Saturday. Many people had to battle with icy conditions as well as trees/electrical lines blocking roadways, and a couple people had to even cut their way past fallen trees with their own personal chain saws to make it in. Being that the work performed on Saturday was the most critically important in response to the storm, I feel we had a goof representation given the short notice.	Quick and Timely Response
Success	Making sure safety was important and having safety officers with crews	Safety
Success	Safety was made a priority	Safety
Success	Keeping safety front and center during the emergency response and assigning a safety officer per team	Safety
Success	Great teamwork between all groups	Team Work
Success	I think that City staff stepped up and came together as a team extremely well	Team Work
Success	Showing appreciation to the crews working in the field by providing lunch builds morale and team comraderie	Team Work
Success	Teammates. Can't say enough about the boots on the ground. What they accomplished, how they came together and how they represented the City is beyond words. This response simply would not have happened with the success it did if it was not for the diligent and dedicated work of the boots on the ground.	Team Work
Success	We came together as a city to overcome the ice storm emergency	Team Work
Success	You provided free lunches	Team Work
Success	Teamwork from all departments that participated - "We're all one team"	Team Work
Success	Dedication of staff to work longer hours and different schedules to accomplish the huge task	Team Work
Success	Came together as a group and got a ton of work done	Team Work
Success	Worked well as a whole. It was nice to switch work crews up and be able to work with others in different departments. We're all on the same team and it felt good working together.	Team Work
Success	Work together	Team Work
Success	Working as a unit - parks, roads, facilities, water, to solve the problem	Team Work
Success	Getting us back to our department to work with our teammates the second week since we know each others strengths and weaknesses to better put us in a position we work more efficiently	Team Work
Success	Rallied as a whole to attach a problem	Team Work
Success	Tempered the strenuous work with community lunches	Team Work

Success / Point of Improvement	Activity General Description	Comment Theme
Success	How we join departments and work as a team to clean the streets then the parks	Team Work
Success	How some team members adapt to the changes, provide appreciation to the employees by providing lunch	Team Work
Success	Supervisors and staff jumped in to help. Parks helped PW clear right of ways and streets. Then PW went into parks and helped cleanup there. I enjoyed this team building exercise disguised as storm response. I was glad to see everyone working well together.	Team Work
Success	Everyone pulled together and worked well with mixed departmentns during tree chipping	Team Work
Success	We did a great job of having all the divisions work together for a common cause	Team Work
Success	We all worked together. I count myself lucky to be working with so many people that have dedicated their time to make Wilsonville a better place to live and a safer place to work.	Team Work
Success	Came together to help the community	Team Work
Success	Everyone had positive attitudes	Team Work
Success	Everyone stepped up with no complaints	Team Work
Success	Those who gave their time from departments other than Public Works and Parks were appreciated and kudos to them.	Team Work
Success	We have qualified staff! More than one person knew how to run the loader, fell trees or run equipment. That left other qualified people available to be able to help where they were needed	Training
Success	Because of prior training, I knew what to do when I wasn't able to contact anyone at the City. As soon as I had things taken care of at home, I came into work to find out how I could help.	Training

Appendix C: EOC Administration Questionnaire Comments

Operations Staff

February 2021 Ice Storm

After Action Response

Success / Point of Improvement	Activity General Description	Comment Theme
Point of Improvement	We need more equipment to deal with possible emergencies	Equipment Need
Point of Improvement	I think that the City really needs to have a forestry bucket truck and a second chipper	Equipment Need
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Operations Staff

February 2021 Ice Storm

After Action Response

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Point of Improvement	Less focus on parks and more on roads	Meaningful Response
Point of Improvement	We need to more fluidly move from response to recovery. The timeline for the response to the storm and the recover from the storm were blurred. We could have made better team and community focused decisions if we transitioned to full team recovery model sooner in the process	Meaningful Response
Point of Improvement	Understanding the switch between Emergency Response and storm cleanup. Once roadways and other hazards are taken care of, we needed to change plans and move to a more efficient way of storm cleanup.	Meaningful Response
Point of Improvement	More time for maintenance	Planning / Preparedness
Point of Improvement	You were not prepared to remove the fallen tree branches. Chippers should have been rented before the ice storm	Planning / Preparedness
Point of Improvement	You did not give time to prepare for the next day. For example, change chainsaw blades and gas up chippers	Planning / Preparedness
Point of Improvement	Group leaders could have done better with giving breaks to reduce burn out	Planning / Preparedness
Point of Improvement	Changing of the schedule for team without finding out what worked best for all involved	Planning / Preparedness
Point of Improvement	Splitting daily tasks so one individual wasn't stuck chipping entire time, dispersing duties so each person would get a break doing all the manual labor	Planning / Preparedness
Point of Improvement	Designate larger area for vehicles so as not to be so cluttered at Three Bay in the morning/afternoons	Planning / Preparedness
Point of Improvement	I enjoy the planning in what part of the city to prioritize but as a team, there were some occasions that there was not planning in how to work on site	Planning / Preparedness
Point of Improvement	Too rushed. Every day for 3 weeks, there was a mad scramble to grab working saws and figure out who had what equipment and trucks they needed to do work. At the end of the day, there was no concerted effort to clean or put away equipment (saws, fuel cans, etc.) There was definitely a safety element that was lost in all the chaos.	Planning / Preparedness
Point of Improvement	Once things are cleaned up regroup and asses how you could save money or do something differently	Planning / Preparedness
Point of Improvement	Written out traffic control plan before we go out	Planning / Preparedness
Point of Improvement	During the initial schedule shift everyone was required to work from 8AM-5PM. Most field staff only take a half hour lunch break so this shift could have been adjusted to 8AM-4:30PM to reduce the amount of overtime. This shift change did occur later in the response.	Planning / Preparedness
Point of Improvement	One of the most confusing aspects of the storm response was how time was recorded on time sheets. A solution was put in place but had this been implemented earlier on in the response, it may have cut down on some administrative time	Planning / Preparedness
Point of Improvement	To make sure teams continued to get breaks and had food.	Planning / Preparedness
Point of Improvement	Allow on-call staff to take a City truck home	Planning / Preparedness
Point of Improvement	Once the initial emergency response is dealt with, limit the amount of changes to the teams and equipment. It seemed more efficient and safe to know your team and who is doing what as well as what they were doing the day before.	Planning / Preparedness
Point of Improvement	When assigning teams, it would be helpful to assign equipment as well. Leading to less confusion and bickering	Planning / Preparedness
Point of Improvement	Though understandable, the timesheet tracking system was a bit confusing at first. One time I was feeling out three different sheets. Not a big deal, but maybe we can put some thought into how to track time during emergencies.	Planning / Preparedness
Point of Improvement	The start time shift led to timesheet tracking issues and was a bit confusing. Aside from the first couple days, I think it would have made more sense to keep most people at the normal 7-3:30 shift. Equipment assignment was also very poor the first Sunday and Monday and certain teams got quite unlucky with being left without a swap loader or having the bad chipper that was rented without more supplemental equipment to go with it. I understand this point may seem vague and to a degree hard to plan for but in general, I mean a balance of the equipment needs between groups could have been better at first.	Planning / Preparedness
Point of Improvement	The first few days while the ice was still present, felt like an unnecessary hazard and also caused more fatigue from the weight of branches	Safety
Point of Improvement	Although it was meant to be fun, turning it into a race made safety take a backseat. Work hard and efficient but don't race.	Safety
Point of Improvement	Having everyone work 100 MPH instead of setting a good pace = burnout	Safety
Point of Improvement	Overworked	Safety
Point of Improvement	Employee safety wasn't main concern. We shouldn't have waited for ice to melt off trees before putting ourselves at risk being under trees that were falling	Safety
Point of Improvement	Prioritize safety. Take moments to remind each other all safe points on the site. Because some team members don't work as often on streets or parks	Safety

Operations Staff

February 2021 Ice Storm

After Action Response

Success / Point of Improvement	Activity General Description	Comment Theme
Point of Improvement	I question how safe it was to have 'all hands on deck' the Sunday during the storm. There was so much ice on the debris and roads as well as debris continuing to fall that it seemed unsafe. There were also people who were clearly not happy to be there.	Safety
Point of Improvement	We could have improved upon including more safety discussions at the beginning fo the work shifts, specifically reminding people to stretch and to use good posture when performing their work in order to avoid injuries	Safety
Point of Improvement	Lunch portions for the group	Team Work
Point of Improvement	Keep teams together. There is safety in familiarity of who you are working with, that way the same team would be responsible and held accountable for the equipment	Team Work
Point of Improvement	We could work better by not switching up teams every day	Team Work
Point of Improvement	For more PW employees to volunteer their time for storm events	Team Work
Point of Improvement	Keeping teams the same after initial assignments. To keep good work flow.	Team Work
Success	You provided the required PPE to complete the job in a safe manner	Equipment Need
Success	when the other two chippers were rented, that was a smart move	Equipment Need
Success	We were able to rent equipment that made our jobs much more different. (2 chippers, excavators, etc.)	Equipment Need
Success	Creatively obtained the equipment early enough to have what we needed	Equipment Need
Success	Found equipment quickly	Equipment Need
Success	Being on top of getting equipment that was needed	Equipment Need
Success	The necessary equipment was obtained quickly in order to get the job done	Equipment Need
Success	Management showed great support towards Public Works employees during the confusing payroll adjustments	Internal Communications
Success	I thought we did a great job of having organized and constructive meetings at the beginning and ending of each day	Internal Communications
Success	Creating the debris dropoff was a great idea	Meaningful Response
Success	Simple and effective plan of attack to clear roads	Meaningful Response
Success	I feel that we mobilized resources well. The team and the equipment came together in a meaningful timeframe that really allowed our customer facing response to shine	Meaningful Response
Success	Three rolling chipper teams for the road clearing portion was needed and a great call. Streamlined the cleanup and contributed greatly to eliminate the multiple handing of debris issue	Planning / Preparedness
Success	Setup a bulk site for debris	Meaningful Response
Success	Hit the problem head on and worked together to make the City safer than what it was before we started	Meaningful Response
Success	We organize and set plans to approach how to clean the city and how they prioritize safety for the community	Meaningful Response
Success	Opened up and managed debris site quickly	Meaningful Response
Success	Utilizing WES for the community site	Meaningful Response
Success	Giving homeowners/community members the opportunity to drop off their debris at WES for free was really helpful. I'm not totally sure where all the chips are ending up and if there will be some sort of payback into the budget as a result, but regardless, it was really great how people were given the means to dispose of their debris.	Meaningful Response
Success	Utilized contractors and correction department work crews to cleanup	Planning / Preparedness
Success	Prioritization of the road cleanups, arterials first	Planning / Preparedness
Success	Had a plan for everyone to clear main roads first	Planning / Preparedness
Success	Emergency preparedness	Planning / Preparedness
Success	Prioritizing roadways that needed to be cleared	Planning / Preparedness
Success	Organization was good with snow and ice	Planning / Preparedness

Operations Staff

February 2021 Ice Storm

After Action Response

Success / Point of Improvement	Activity General Description	Comment Theme
Success	Made sure crews were fed and taking rest breaks	Planning / Preparedness
Success	Our emergency management team did a great job organizing and prioritizing the needs of the City. At all times, I knew what I was doing and where I was doing it.	Planning / Preparedness
Success	the supplied lunches were greatly appreciated and enjoyed	Planning / Preparedness
Success	Having a plan of attack and the way each team responded to their specific assignments	Planning / Preparedness
Success	Very fast response to all of the problems	Quick and Timely Response
Success	The quickness of the response and the amount of cleanup	Quick and Timely Response
Success	Swift response	Quick and Timely Response
Success	We were able to clear roads/trails/parks in a timely manner. For the amount of damage, I feel we were able to get a lot done in a few weeks	Quick and Timely Response
Success	Response time	Quick and Timely Response
Success	Quick response. We had teams out and visible, cleaning up during and immediately after the storm	Quick and Timely Response
Success	Fast response in securing resources for the emergency	Quick and Timely Response
Success	Fast response in securing resources	Quick and Timely Response
Success	The initial response was pretty good considering how hard it was for some people to make it in that Saturday. Many people had to battle with icy conditions as well as trees/electrical lines blocking roadways, and a couple people had to even cut their way past fallen trees with their own personal chain saws to make it in. Being that the work performed on Saturday was the most critically important in response to the storm, I feel we had a goof representation given the short notice.	Quick and Timely Response
Success	Making sure safety was important and having safety officers with crews	Safety
Success	Safety was made a priority	Safety
Success	Keeping safety front and center during the emergency response and assigning a safety officer per team	Safety
Success	Great teamwork between all groups	Team Work
Success	I think that City staff stepped up and came together as a team extremely well	Team Work
Success	Showing appreciation to the crews working in the field by providing lunch builds morale and team comraderie	Team Work
Success	Teammates. Can't say enough about the boots on the ground. What they accomplished, how they came together and how they represented the City is beyond words. This response simply would not have happened with the success it did if it was not for the diligent and dedicated work of the boots on the ground.	Team Work
Success	We came together as a city to overcome the ice storm emergency	Team Work
Success	You provided free lunches	Team Work
Success	Teamwork from all departments that participated - "We're all one team"	Team Work
Success	Dedication of staff to work longer hours and different schedules to accomplish the huge task	Team Work
Success	Came together as a group and got a ton of work done	Team Work
Success	Worked well as a whole. It was nice to switch work crews up and be able to work with others in different departments. We're all on the same team and it felt good working together.	Team Work
Success	Work together	Team Work
Success	Working as a unit - parks, roads, facilities, water, to solve the problem	Team Work
Success	Getting us back to our department to work with our teammates the second week since we know each others strengths and weaknesses to better put us in a position we work more efficiently	Team Work
Success	Rallied as a whole to attack a problem	Team Work
Success	Tempered the strenuous work with community lunches	Team Work

Success / Point of Improvement	Activity General Description	Comment Theme
Success	How we join departments and work as a team to clean the streets then the parks	Team Work
Success	How some team members adapt to the changes, provide appreciation to the employees by providing lunch	Team Work
Success	Supervisors and staff jumped in to help. Parks helped PW clear right of ways and streets. Then PW went into parks and helped cleanup there. I enjoyed this team building exercise disguised as storm response. I was glad to see everyone working well together.	Team Work
Success	Everyone pulled together and worked well with mixed departmentns during tree chipping	Team Work
Success	We did a great job of having all the divisions work together for a common cause	Team Work
Success	We all worked together. I count myself lucky to be working with so many people that have dedicated their time to make Wilsonville a better place to live and a safer place to work.	Team Work
Success	Came together to help the community	Team Work
Success	Everyone had positive attitudes	Team Work
Success	Everyone stepped up with no complaints	Team Work
Success	Those who gave their time from departments other than Public Works and Parks were appreciated and kudos to them.	Team Work
Success	We have qualified staff! More than one person knew how to run the loader, fell trees or run equipment. That left other qualified people available to be able to help where they were needed	Training
Success	Because of prior training, I knew what to do when I wasn't able to contact anyone at the City. As soon as I had things taken care of at home, I came into work to find out how I could help.	Training

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings 2021

Items known as of 07/15/21

July

DATE	DAY	TIME	EVENT	LOCATION
7/26	Monday	6:30 p.m.	DRB Panel B – CANCELLED	Council Chambers
7/28	Wednesday	6:30 p.m.	Library Board	Library

August

Date	Day	Time	Event	Location
8/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
8/10	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Community Center
8/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
8/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
8/25	Wednesday	6:30 p.m.	Library Board	Library

September

Date	Day	Time	Event	Location
9/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
9/9	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
9/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
9/14	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Community Center
9/20	Monday	7:00 p.m.	City Council Meeting	Council Chambers
9/22	Wednesday	6:30 p.m.	Library Board	Library
9/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

- 7/21** Walk at Lunch Walk meet at 11:45 a.m. at Goosehead Insurance
7/22 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
7/28 Walk at Lunch Walk meet at 11:45 a.m. at Nichols Family Agency, Allstate
7/29 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
8/5 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
8/12 Stein-Boozer Walnut Grove Dedication at 2:00 p.m. near Murase Plaza
8/12 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
8/19 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
8/26 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
8/31 Last day of Summer Reading Program
9/6 City Offices closed in observance of Labor Day.

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2907 A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into an Intergovernmental Agreement with the City of Sherwood to Share Costs of the Willamette River Water Treatment Plant Expansion project (Capital Improvement Project 1144) Staff Member: Mike Nacrelli, PE, Senior Civil Engineer Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Willamette River Water Treatment Plant Master Plan Update 2017	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution authorizing an Intergovernmental Agreement (IGA) with the City of Sherwood to share costs of the Willamette River Water Treatment Plant (WRWTP) Expansion (CIP #1144) project (Project).

Resolution No. 2907 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

The WRWTP was commissioned in 2002 to serve the City of Wilsonville (City) and the future water needs of Tualatin Valley Water District (TVWD). The WRWTP capacity is 15 million gallons per day (MGD), with Wilsonville owning 10 MGD and TVWD initially retaining 5 MGD. In December 2006 the City of Sherwood acquired TVWD’s 5 MGD capacity rights in the WRWTP, but TVWD still retains an ownership interest in the treatment plant.

The WRWTP is scheduled for expansion from 15 MGD to 20 MGD design capacity necessary to meet projected demand as both Wilsonville and the City of Sherwood continue to grow. The 2017 WRWTP Master Plan Update identifies the treatment plant improvements necessary to expand the capacity to 20 MGD.

Project design work began with Council adoption of Resolution 2801 on March 16, 2020 authorizing the use of a Construction Manager/General Contractor (CMGC) contracting method for construction of the Project. On July 6, 2020, Council approved Resolution 2823, authorizing a professional services agreement with Stantec Consulting Services to begin design of the WRWTP expansion. Now that preliminary (30%) design is complete, the City is ready to hire the CMGC to join the project team, finish design, and construct the WRWTP expansion improvements.

Prior to hiring the CMGC, an Intergovernmental Agreement (IGA) between the Cities of Sherwood and Wilsonville is needed to outline Project construction and funding responsibilities. Under the terms of the proposed IGA, Sherwood will reimburse Wilsonville for 1/3 of the Project cost and will acquire 1/3 of the 5 MGD capacity increase, with a resulting total ownership interest of 6.66 MGD. The proposed IGA was approved by the Sherwood City Council on June 21, 2021.

EXPECTED RESULTS:

The expanded WRWTP will provide sufficient capacity to accommodate growth in the City of Wilsonville and Sherwood for the next 10 years, facilities will be more seismically resilient, and outdated equipment will be replaced.

TIMELINE:

A CMGC selection process is currently underway, with a contract award tentatively scheduled for the August 16, 2021 Council meeting. Design will likely be completed by the end of 2021, with construction completed in 2022-2023.

CURRENT YEAR BUDGET IMPACTS:

The FY2021-22 budget includes \$25,311,900 for design and construction of the Water Treatment Plant 20 MGD Expansion project (CIP #1144) funded through a combination of water utility fees, water system development charges and contributions from the City of Sherwood. This project is anticipated in the City’s five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/14/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/2/2021

COMMUNITY INVOLVEMENT PROCESS:

The scope and schedule of WRWTP expansion projects were identified and adopted as part of the 2017 WRWTP Master Plan Update. Adoption of the updated master plan included significant coordination and cooperation between the partner jurisdictions, including City of Wilsonville, City of Sherwood, City of Hillsboro, Tualatin Valley Water District, and the Willamette Water Supply Program. A webpage and virtual open house were provided where the entire master plan document could be viewed, and public comment and questions submitted. Public hearings before the Wilsonville Planning Commission and City Council were held as part of approval of the 2017 WRWTP Master Plan Update adopting ordinance (Ordinance No. 815).

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will provide needed capacity expansion at the WRWTP to accommodate planned development in the cities of Wilsonville and Sherwood for the next 10 years. The Project includes opportunistic improvements to seismically improve the WRWTP and replace aging and outdated equipment while the expansion work is underway, reducing future maintenance needs, costs, and impacts to the plant.

ALTERNATIVES:

The Council has the authority to authorize, modify, or reject the resolution and the agreement.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2907
 - A. Water Treatment Plant Expansion Intergovernmental Agreement

RESOLUTION NO. 2907

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SHERWOOD TO SHARE COSTS OF THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT # 1144).

WHEREAS, in December of 2006, Tualatin Valley Water District, who retains an ownership interest in the Willamette River Water Treatment Plant (WRWTP) with Wilsonville, sold the City of Sherwood (Sherwood) 5 Million Gallons Per Day (MGD) of its water capacity at the WRWTP; and

WHEREAS, as a result of that sale, Sherwood agreed to be responsible to pay for its proportionate share of any expansion of the WRWTP needed to increase capacity for both Wilsonville and Sherwood; and

WHEREAS, the upcoming Willamette River Water Treatment Plant Expansion Project will serve to increase Plant capacity from 15 MGD to 20 MGD design capacity, anticipated to be necessary to meet projected water demands of Wilsonville and Sherwood as both cities continue to grow; and

WHEREAS, because Sherwood will acquire 1/3 of the additional 5 MGD, with a resulting new total of 6.66 MGD, Sherwood has agreed to enter into an Intergovernmental Agreement with Wilsonville to pay 1/3 of the total cost of the **Willamette River Water Treatment Plant Expansion Project** being undertaken to accommodate the increased capacity.

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

1. The City Manager is hereby authorized to enter into an Intergovernmental Agreement with Sherwood to share in the cost for the design and construction of the **Willamette River Water Treatment Plant Expansion Project**, (1/3 Sherwood and 2/3 Wilsonville), in the form attached hereto as **Exhibit A**.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July, 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Water Treatment Plant Expansion Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF
SHERWOOD AND WILSONVILLE REGARDING CONSTRUCTION AND
FUNDING FOR A WATER TREATMENT PLANT
EXPANSION/IMPROVEMENT PROJECT**

The above entitled Agreement (“Agreement”) is made and entered into this ___ day of _____ 2021 (“Effective Date”), by and between the **City of Sherwood**, an Oregon municipal corporation (“Sherwood”), and the **City of Wilsonville**, an Oregon municipal corporation (“Wilsonville”), referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, Tualatin Valley Water District (“TVWD”) and Wilsonville partnered to construct and own undivided ownership shares in the Willamette River Water Treatment Plant (“WRWTP”) and appurtenances thereto from the raw water intake in the Willamette River through Segment 1 of the finished 63-inch water transmission line (“Supply Facilities”). The treatment plant portion of the WRWTP has a current designed capacity of 15 million gallons per day (“mgd”). Subsequently, based on certain conditions, Wilsonville consented to Sherwood’s purchasing certain interests in the WRWTP Supply Facilities from TVWD’s interests, which included a capacity purchase from TVWD of TVWD’s 1/3 or 5 mgd of the 15 mgd capacity, while Wilsonville owns 2/3 or 10 mgd of the WRWTP capacity. In addition, Wilsonville and TVWD own larger capacity interests in other appurtenant facilities; and

B. WHEREAS, TVWD does not currently use the WRWTP. Wilsonville and Sherwood, as the only current users, wish to expand the WRWTP capacity from 15 mgd to 20 mgd, as well as make additional WRWTP upgrades that will optimize performance and extend the useful life of the WRWTP facilities; and

C. WHEREAS, the WRWTP 2017 Water Master Plan (“WMP”) established a road map to expand the WRWTP capacity to 20 mgd in order to meet increasing water demand from Sherwood and Wilsonville, with the added 5 mgd to be owned and allocated 66.70% to Wilsonville and 33.30% to Sherwood; and

D. WHEREAS, the WMP also identified other related improvements to life-safety, seismic, electrical, and operations and maintenance for the WRWTP; and

E. WHEREAS, the project cost estimate for the foregoing WRWTP expansion and improvement project – Wilsonville CIP #1144 (“Project”), including Stantec Consulting Services Inc.’s design and engineering Professional Services Agreement, Wilsonville project management costs, and the Construction Manager/General Contractor (“CM/GC”) Contract still being developed and not yet awarded, is \$29,101,675. Both contracts are collectively referred to herein as the “Contract”; and

F. WHEREAS, whatever the final cost of the Project, Wilsonville will pay 66.70% and Sherwood will pay 33.30% of the total final Project costs (“Project Costs”); and

G. WHEREAS, it is recognized by the Parties that it is necessary to enter into this Intergovernmental Agreement pursuant to ORS Chapter 190 to accomplish the objectives of the Recitals set forth above; and

H. WHEREAS, the Parties have the authority to enter into this Agreement pursuant to their applicable charters and ordinances and ORS 190.003 – 190.030;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals.** The Recitals set forth above are incorporated by reference and made a part of this Agreement.

2. **Consideration.** In consideration of the terms and conditions set forth below, the Parties enter into this Agreement.

3. **Term.** This Agreement will be effective upon the Effective Date and will continue until all obligations set forth herein have been completed.

4. **Purpose and Framework.** As described in the Recitals of this Agreement, the primary purpose of this Agreement is to set out the agreement between the Parties as to the following matters:

4.1. Reimbursement to Wilsonville by Sherwood of 33.30% of the total Project Costs.

4.2. Responsibilities for management and oversight of the Project.

5. **Responsibilities of Wilsonville.** Wilsonville will be responsible for all contracting of obligations and services required by this IGA, subject to active involvement and coordination with Sherwood on all key aspects of the Project. Specifically:

5.1. Wilsonville will perform or cause to be performed all tasks needed to design and construct the Project, including all permitting, management of the Stantec Contract, solicitation for and selection of a CM/GC Contractor (with input from Sherwood), and development of all construction documents, including the CM/GC Contract.

5.2. Wilsonville will make all Project design and construction plans and information available to Sherwood for review and comment. Such information will include: Project milestones; permitting; specifications; opinions of probable construction costs; plans, applications, and permit documents; and any other information as required for successful coordination and collaboration. The documentation will be available electronically and hosted by Wilsonville.

5.3. Wilsonville will prepare design plans and technical specifications for the Project. Wilsonville will provide Sherwood the opportunity to review and comment on the design prior to final design documents (minimum five (5) business days). Design documents include plans/drawings, specifications, standard details, engineer's opinion of probable construction costs, and other documents that are required for each milestone.

5.4. Wilsonville will prepare the Project construction package(s), including Request for Proposals, Proposal Rating Forms, Contract Forms, Standard General

Conditions, Special Provisions, Technical Specifications, design plans, and others as required for successful bidding and construction of the Project (collectively, “Contract Documents”) and will provide Sherwood the opportunity to review and comment on these documents prior to their finalization (minimum five (5) business days).

5.5. Wilsonville will administer the Project in compliance with all public contracting laws.

5.6. Wilsonville will be responsible for the overall management and administration of the Project.

5.7. Wilsonville will invite Sherwood to all regular design and construction coordination meetings, public information and outreach meetings, and other meetings as required for successful coordination and completion of the Project.

5.8. Wilsonville will be solely responsible for managing the Project schedule, including establishing milestones. Wilsonville will provide the construction contractor’s baseline schedule and monthly schedule updates for Sherwood’s review and comment (minimum five (5) business days).

5.9. In all instances where Wilsonville is required by the above provisions to provide Sherwood an opportunity to review and comment on documents, Wilsonville will incorporate reasonable Sherwood review comments that do not significantly impact Project Costs or Project schedule, and will also give consideration to reasonable Sherwood comments that may or will impact costs or schedule.

5.10. Wilsonville will provide Sherwood with a minimum of ten (10) calendar days to evaluate the CM/GC proposals prior to selecting the CM/GC and issuing notice of intent to award the Contract for the Project. Wilsonville will invite Sherwood to participate in CM/GC interviews. Prior to issuing notice of intent to award the Contract, Wilsonville will evaluate all bids and determine the best qualified contractor to be selected, based on a tabulation of scoring criteria. The contract will be awarded to the Contractor with the highest point score (not necessarily lowest initial bid), as long as the bid is under \$22,000,000 (the anticipated GC share of the estimated \$29,101,675 total Project amount).

5.11. Because this is a CM/GC contract, the maximum price for design and construction is not finally determined when the Contract is awarded. Wilsonville will keep Sherwood advised of any changes in the proposed price from the time of initial contract award as the design moves forward. Prior to or at the time of receipt of the final guaranteed maximum price, Wilsonville and Sherwood will confer to approve or disapprove the guaranteed maximum price for the total Project if it exceeds the estimated \$29,101,675 by more than 10%. If it does exceed this amount by more than 10%, the Parties will confer how to move forward and make a mutually acceptable determination.

5.12. Wilsonville will cause the CM/GC to name and endorse Wilsonville and Sherwood, their elected or appointed officials, officers, employees, consultants, and agents as additional insureds on all policies provided by the construction contractor under the Contract. The endorsements to policies shall provide for not less than thirty (30) days’ written notice of cancellation. Wilsonville will provide Sherwood with a copy of the

certificates for its records. Wilsonville will cause the construction contractor to extend indemnity and hold harmless provisions given to Wilsonville to Sherwood, its elected or appointed officials, officers, employees, consultants, and agents.

5.13. Wilsonville will have overall responsibility for Project administration and inspection of the work performed and will be responsible to monitor and manage the construction contractor's work as provided in the construction Contract Documents. Wilsonville's assigned Project Manager is Mike Nacrelli, who will be Sherwood's primary point of contact for the Project.

5.14. Wilsonville will provide a final cost accounting for the Project and Sherwood's share, including all internal and external costs, within forty-five (45) days of Final Completion of the Project and payment to all contractors and suppliers.

5.15. Wilsonville will require the CM/GC to submit a Quarterly Spending Report by the fifteenth (15th) day of the last month for each calendar quarter for the entire duration of the Contract. Wilsonville will provide a copy of the Quarterly Spending Report to Sherwood when it receives it from the construction contractor. This report shall include, at a minimum, the following information:

5.15.1. Total amount spent by the CM/GC and each subcontractor, vendor, and supplier for the quarter;

5.15.2. Subcontractor/subconsultant name, address, and type of service(s) provided; and

5.15.3. Other business information that may be required by Wilsonville or requested by Sherwood.

5.16. Wilsonville will submit to Sherwood all Project Change Orders, Construction Change Directives, or other proposed revisions to the Project for review if they have impacts on Project Costs or schedule. Wilsonville will endeavor to provide notice of potential Project Change Orders, claims, or disputes as early as reasonably possible.

5.17. Wilsonville will notify Sherwood of any significant disputes, delays, or claims relating to the Project.

5.18. Wilsonville will promptly notify Sherwood of any Contract claim or request for Change Order, along with Wilsonville's proposed response. If a claim or request for Change Order would increase Sherwood's share of the Project Costs, Sherwood will have five (5) business days to respond whether it approves or disapproves of the claim or request for Change Order. Wilsonville may resolve or settle any single claim or cumulative claims for Change Orders of up to \$50,000 without Sherwood's written approval. Thereafter, Sherwood must give written approval for all Change Orders.

6. **Responsibilities of Sherwood.** Sherwood designates Craig Sheldon as its Project Manager, who will be the designated point of contact for Wilsonville's Project Manager. The Wilsonville Project Manager shall have authority to accept and act upon the written directions and decisions of the Sherwood Project Manager. Sherwood agrees to diligently and timely respond to

all notices and requests from Wilsonville pertaining to the Project. It is Sherwood's responsibility to review and understand all Contract Documents and promptly raise any noted concerns with Wilsonville. If Sherwood disputes a Change Order, Sherwood will follow the processes outlined in **Section 8.3** below.

7. Invoicing and Payment Responsibilities of Parties. Wilsonville and Sherwood will establish an account and an Irrevocable Limited Power of Attorney Agreement with the Local Government Investment Pool ("Account"), which will authorize Wilsonville's Director of Finance to make monthly withdrawals from an account established by Sherwood for Sherwood's monthly share of each invoice submitted for the Project. The Power of Attorney Agreement will be signed and an account will be opened. The account will be fully funded by Sherwood, including a contingency in the amount of 20% of Sherwood's estimated share of the Project Costs. Sherwood's initial deposit for the cost of design work, consultation, and Wilsonville project management will be agreed upon by the Parties and deposited by Sherwood when the CM/GC is selected. Thereafter, Sherwood will make an additional deposit when the CM/GC maximum price is agreed upon, in the amount of Sherwood's 33.3% share of said price plus a 20% contingency. Wilsonville project management costs are estimated at 5.0% (and will not exceed 6.0% without the written approval of Sherwood) of the total design, CM/GC, and construction contracted amounts. The Account funding amount will be modified to reflect actual bid amounts prior to the Notice to Proceed. If subsequent Change Orders cause there to be insufficient funds remaining in the Account to pay for all of Sherwood's share of the Project Costs, Sherwood will deposit additional funds, as required, within thirty (30) days of written notice and supporting documentation thereof from Wilsonville. Before Sherwood's initial deposit, as described above, Sherwood will also reimburse Wilsonville for Sherwood's percentage share of all Project Costs already incurred, including payments already made by Wilsonville to Stantec and Wilsonville's own actual administrative costs already incurred.

7.1. Wilsonville will submit monthly invoices to Sherwood generally as described below:

7.1.1. Each invoice shall be accompanied with documentation supporting all requested costs for compensation or reimbursement.

7.1.2. Account withdrawals shall follow issuance of invoices. Each invoice shall show the actual cost and the percentage allocation between Sherwood and Wilsonville.

7.2. Wilsonville will submit a final invoice to Sherwood within forty-five (45) days of final completion of the Project.

7.3. If insufficient funds remain in Sherwood's account to pay the final invoice, Sherwood will pay the difference within thirty (30) days of receipt of the final invoice and supporting documentation.

8. Construction Change Directives and Change Orders.

8.1. Construction Change Directives will be as defined in the Contract between Wilsonville and the CM/GC. Wilsonville may unilaterally issue a Construction Change Directive that does not increase the Project Costs to Sherwood or materially affect the

Project schedule. Wilsonville will have sole responsibility to prepare Construction Change Directives, and all Construction Change Directives shall be issued through Wilsonville.

8.2. All modifications to either Contract that will change shared costs or impact the schedule will not be effective until approved by a written Change Order approved, in writing, by Wilsonville and the contractor requesting the Change Order. Change Orders that raise the Project Cost by more than \$50,000, as described in **Section 5.18**, must be approved, in writing, by both Wilsonville and Sherwood. Sherwood must respond with approval or disapproval for Change Orders to Wilsonville within five (5) days following receipt of the proposed Change Order. Wilsonville may direct the applicable contractor to perform the Change Order without Sherwood's prior consent if it reasonably deems emergency conditions exist or action is necessary to prevent adverse health or safety issues or prevent the plant operations from being stopped or delayed. In emergency circumstances, Wilsonville will provide notice reasonable under the circumstances, and Sherwood will respond in a timely manner reasonable under the circumstances. If Sherwood fails to respond to a Change Order request within five (5) days, Wilsonville will be entitled to assume Sherwood approves the Change Order and Wilsonville can sign and approve it.

8.3. If Sherwood disputes a Change Order, Sherwood will provide Wilsonville with the reason for the objection. Wilsonville may still elect to proceed with the Change Order, but with the understanding that Sherwood reserves all rights to contest payment and determine responsibility for payment under the Dispute Resolution provisions set forth below.

9. **Dispute Resolution.** If a dispute arises between the Parties regarding breach of this Agreement, interpretation of any term of this Agreement, or the validity of any Change Order, Construction Change Directive, or invoice, the Parties shall first attempt to resolve the dispute by negotiation, followed by mediation and, if unsuccessful, litigation.

9.1. Step One – Negotiation: The respective Public Works Directors of the Parties, or their designees, will negotiate on behalf of the Party each represents. If the dispute is resolved at this Step One, there shall be a written determination of such resolution, signed by each Party's City Manager and ratified by each governing body, if required by the governing body, which shall be binding upon the Parties. Step One will be deemed concluded and unsuccessful when a Party delivers notice, in writing, to the other Party that the Party desires to proceed to Step Two.

9.2. Step Two – Mediation: If the dispute cannot be resolved within ten (10) calendar days of Step One, or earlier after written notice given by either Party, the Parties shall submit the matter to non-binding mediation by a professional engineer with demonstrated substantial experience in the design, construction, and operation of complex municipal water treatment, transmission, distribution, and storage systems. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of five mediators from an entity or firm experienced in providing engineering mediation services who does not have an existing professional relationship with either Party. The Parties will mutually agree upon a mediator from the list provided. If the Parties cannot agree, one of the five names will be randomly selected by blind drawing. Any common

costs of mediation shall be borne equally by the Parties, who shall each bear their own costs and attorney fees. If the issue(s) is resolved at this Step Two, a written determination of such resolution shall be signed by each Party's City Manager and approved by their respective governing bodies, if required by the governing body, which shall be binding upon the Parties.

9.3. Step Three – Litigation: If mediation does not resolve the issue within thirty (30) calendar days of submission of the issue to mediation, either Party may initiate litigation in Clackamas County Circuit Court to resolve the dispute.

9.4. Equitable Remedies: The Parties understand and agree that water service is critical to each Party's customers and that monetary damages may be an insufficient remedy, considering the infrastructure involved. Therefore, the Parties expressly agree that equitable remedies, such as injunction or specific performance, must be contemplated and allowed by this Agreement at any time, and without the need of first going through Steps One or Two, if doing so would cause significant or irreparable harm.

10. **Default.** Either Party will be deemed to be in default if it fails to comply with any term, condition, or covenant in this Agreement. The Parties agree time is of the essence in the performance of this Agreement. The non-defaulting Party will provide the defaulting Party with written notice of default and allow thirty (30) calendar days within which to cure or diligently commence to cure the defect within a reasonable time. If a defaulting Party fails to cure or fails to diligently commence to cure the default within that time, the non-defaulting Party may elect to terminate this Agreement and sue for the amount owed by the defaulting Party to complete the Project. In the event there is any dispute over the amount due to be paid under this Agreement by either Party, the undisputed amount shall be paid immediately and the Agreement shall not be in default while the solution to the disputed payment portion is resolved under **Section 9**. As noted above, the Parties understand and agree that water service is critical to each Party's customers and that monetary damages may be an insufficient remedy, considering the infrastructure involved. Therefore, the Parties expressly agree that equitable remedies such as injunction or specific performance are specifically contemplated and allowed by this Agreement.

11. **Notices.** Notices regarding performance, breach, default, dispute resolution, or termination shall be deemed sufficient at the time of personal delivery or four business days (Monday-Friday, excluding holidays when city offices are closed) after deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Parties as follows:

City Manager
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140
Email: gallj@sherwoodoregon.gov
Telephone: (503) 625-4200

City Manager
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070
Email: cosgrove@ci.wilsonville.or.us
Telephone: (503) 570-1504

Notice may also be sent by email for faster delivery, as long as it is still delivered by one of the two methods provided above. Either Party may change its notice contact information above at any time by written notice to the other Party.

12. **Insurance and Indemnity.** To the full extent permitted by law, each Party agrees to indemnify and hold harmless the other, its elected officials, counsel, officers, employees, and agents from any and all claims, demands, damages, actions, or other harm caused by the sole negligence or intentional acts of that Party, including any attorney fees or other costs of defense. Further, independent of the indemnity obligation, and as may be allowed under law, each Party agrees to maintain general liability insurance in an amount not less than the current Oregon Tort Claim limits applicable to public agencies, as set forth in ORS 30.260 – 30.300.

13. **Succession.** This Agreement shall be binding upon any successors to the respective Parties, whether through merger, consolidation, or any other means. No transfer to a private, non-public entity is permissible without the consent of both Parties.

14. **Amendment.** The terms of this Agreement may be amended or supplemented by mutual written agreement, signed by Wilsonville and Sherwood and approved by their respective governing bodies.

15. **Good Faith and Cooperation.** The Parties agree and represent to each other good faith, complete cooperation, and due diligence in the performance of all obligations of the Parties pursuant to this Agreement.

16. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Oregon. Venue will be in Clackamas County, Oregon.

17. **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. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

19. **Instruments of Further Assurance.** From time to time, at the request of either Party, each Party shall, without further consideration, execute and deliver such further instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement.

20. **Severability.** In case any one or more of the provisions contained in this Agreement shall be judicially deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

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

22. **Interpretation.** Wilsonville and Sherwood 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.

23. **Authority.** Each Party signing on behalf of its City hereby warrants actual authority to bind their respective City.

IN WITNESS WHEREOF, the Parties, pursuant to official action of their respective governing bodies duly authorizing the same, have caused their respective authorized official to execute this Agreement on their City’s behalf.

CITY OF SHERWOOD,
an Oregon municipal corporation

CITY OF WILSONVILLE,
an Oregon municipal corporation

Kristen Switzer, City Manager Pro Tem

Bryan Cosgrove, City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

Josh Soper, City Attorney

Barbara Jacobson, City Attorney



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2908 Financial Services Advisor, Personal Services Agreement Staff Member: Keith Katko, Assistant Finance Director Department: Finance Department	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Request to approve the Professional Services Agreement for Financial Advisory Services.

EXECUTIVE SUMMARY:

On June 2, 2021, the City received two proposals in response to a Request for Proposal (RFP) for financial advisory services. Upon review, staff determined that PFM Financial Advisors LLC submitted a proposal that best serves the existing service need. Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with PFM Financial Advisors, LLC for financial advisory services. The contract will begin upon approval and expire on June 30, 2024 and includes a compensation amount not to exceed \$49,999 per year.

EXPECTED RESULTS:

The City uses financial advisory services to assist on a wide variety of services related to capital financial planning, providing cost benefit analysis for financial opportunities and keeping up to date with the latest developments in the financial markets. The City's last financial advisor contract has expired.

The financial advisor will be utilized on an as-needed basis, as required and will invoice the City based on the hourly rate contained in the contract rate sheet (attached). The financial services requested are primarily related to debt management. The first planned project for the Financial Advisor that is included in the current budget is for a \$7 million debt issuance for the Water Treatment Plant expansion project.

TIMELINE:

With the approval of the contract, the City will be able to move forward on projects requiring the services of a financial advisor.

CURRENT YEAR BUDGET IMPACTS:

The current budget includes Financial Advisor Services.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/16/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The contract will provide professional services for current and long-term financial obligations and financing needs.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2908
 - A. Professional Services Agreement, PFM Financial Advisors, LLC

RESOLUTION NO. 2908

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC FOR FINANCIAL ADVISOR SERVICES.

WHEREAS, the City has planned and budgeted for services of a financial advisor to develop and assist in implementing the City's strategies to meet its current and long-term financial obligations and capital financing needs and to render assistance in respect to debt transactions; and

WHEREAS, the Professional Services Agreement documents the consultant will be paid on a time and material basis not to exceed Forty Nine Thousand Nine Hundred and Ninety Nine Dollars (\$49,999) on an annual basis beginning July 1, 2021 through the period ending June 30, 2024; and

WHEREAS, the City desires to award a Professional Services Agreement contract to PFM Financial Advisors LLC with no substantive changes to the Attachment, Exhibit A-PSA Financial Advisor.

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

1. The City of Wilsonville authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract with PFM Financial Advisors LLC, for a not-to-exceed annual amount of \$49,999.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Professional Services Agreement, PFM Financial Advisors, LLC

**CITY OF WILSONVILLE
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This On-Call Professional Services Agreement (“Agreement”) for the Financial Advisor Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **PFM Financial Advisors, LLC**, a Delaware limited liability company (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, The City desires to obtain the services of a financial advisor to develop and assist in implementing the City’s strategies to meet its current and long-term financial obligations and capital financing needs, and to render assistance in respect to debt transactions; and

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. Scope of Services

Consultant shall diligently perform the on-call financial advisor services according to the requirements identified in the Scope of Services for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant's Services

3.1. Consultant shall diligently perform the periodic on-call debt planning, debt policy development, and debt issuance Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Project.

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

3.3. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances 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.

3.4. 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.

3.5. 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 the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. Notwithstanding the foregoing, Consultant may disclose confidential information when required by law or judicial or regulatory process. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant the fixed price of FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$49,999) per year for performance of the Services ("Compensation Amount"). Consultant's unit pricing and rates are set forth on **Exhibit B**, attached hereto and incorporated by reference herein. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. 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**. Any Additional work beyond the Scope of Services or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

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

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

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

5.1. 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 Keith Katko. 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 Duncan Brown. 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. Subcontractors and Assignments

9.1. Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not 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.

9.2. 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.

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 10. Consultant Is Independent Contractor

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** 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.

10.2. Other than set forth above, no subcontracting or assignment of this Agreement is allowed.

Section 11. Consultant Responsibilities

11.1. Consultant must 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 person 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.

11.2. 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.

11.3. No person shall be discriminated against by Consultant 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.

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

11.5. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subcontractors, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a Consultant COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 12. Indemnity

12.1. 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 12.2**. 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. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers.

12.2. Standard of Care. In the performance of the 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.

Section 13. Insurance

13.1. 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:

13.1.1. 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.

13.1.2. 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 after termination of this Agreement.

13.1.3. 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**.

13.1.4. 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.

13.1.5. 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.

13.1.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Except with regard to professional liability, 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." Except with regard to Professional Liability, 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.

13.1.7. 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.

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** 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, upon reasonable advance notice, 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 during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless 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 spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, 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. Notwithstanding the foregoing, the Consultant may retain a copy to the extent required by law or regulation or automatically saved electronically as part of a computer disaster recovery or similar back-up system or internal document retention and business continuity policies and procedures.

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: Keith Katko, Assistant Finance Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: PFM Financial Advisors, LLC
Attn: Duncan Brown
8130 SW Beaverton-Hillsdale Highway
Portland, OR 97225

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 or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

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

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

20.6. Jurisdiction. Jurisdiction and 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.

20.21. Registered Municipal Advisor; Required Disclosures. Consultant is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the City has designated Consultant as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in **Exhibit A** hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. Consultant shall have the right to review and approve in advance any representation of Consultant’s role as IRMA to the City.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events, and certain regulatory

requirements. Such disclosures are provided in Consultant’s Disclosure Statement delivered to the City prior to or together with this Agreement.

20.22. Information To Be Furnished to Consultant. All information, data, reports, and records in the possession of the City or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to Consultant, and the City shall, and shall cause its agent(s) to, cooperate with Consultant in its conduct of reasonable due diligence in performing the Services, including with respect to the facts that are necessary in its recommendation(s) to the City in connection with a municipal securities transaction or municipal financial product and/or relevant to the City’s determination whether to proceed with a course of action. To the extent the City requests that Consultant provide advice with regard to any recommendation made by a third party, the City will provide to Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The City acknowledges and agrees that while Consultant is relying on the Data in connection with its provision of the Services under this Agreement, Consultant makes no representation with respect to, and shall not be responsible for, the accuracy, adequacy, or completeness of such Data.

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

CONSULTANT:

PFM FINANCIAL ADVISORS, LLC

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon



SCOPE OF SERVICES

1. General, ongoing services relative to the periodic updates, financial planning, credit ratings, and policy development:
 - Provide general advice, input, and planning as may be requested from time to time by the City.
 - Evaluate the City's capital financing plans and needs, and the City's financial resources, relative to any proposed financing.
 - Provide analysis of financing options, identify risks, and advise on the feasibility of financing plans.
 - Periodically review outstanding obligations for the City for potential consolidation or refinancing opportunities that may benefit the City.
 - Advise the City of changes in the state or federal law that may be relevant to the City's future financing plans.
 - If requested, serve as the City's IRMA in connection with the "Municipal Advisor Rule," and review proposals/analysis provided by underwriters, banks, and other third parties.
 - Attend meetings with City's staff, consultants and other professionals and the City.
2. Services related to debt transactions (including short term financings, notes, loans, letter of credit, line of credit and bonds). Upon the request of the City or as required to complete the financing transaction:
 - Develop, or review, a financing plan in concert with City's staff which would include recommendations as to the timing and number of series of bonds to be issued.
 - Assist the City by recommending the best method of sale, either as a negotiated sale, direct (bank) placement or a competitive sale. In a competitive sale or direct placement, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such policy selection.

- Advise as to the various financing alternatives available to the City.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- If appropriate, develop credit rating presentation(s) and coordinate with the City the presentations(s) to credit rating agencies.
- For a negotiated sale, review underwriter's proposals and provide analysis of the City.
- Assist the City in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.
- Review the terms conditions and structure of any proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy or fiscal capability.
- Coordinate with the City's staff and other advisors as respects to the furnishing of data for offering documents, it being specifically understood that financial advisor is not responsible for the inclusion or omission of any material in offering documents.
- Review Preliminary Official Statements and final Official Statements prepared on behalf of the City for use in marketing any bonds and meeting regulatory requirements.
- As applicable, advise the City on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic consideration.
- Assist and advise the City in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing marketing conditions.
- For any competitive sale of bonds or notes, prepare (or assist in the preparation of) the official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services

and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.

- Arrange for the closing of the transaction including final delivery of the bonds.

In addition to the services identified above, may also perform special projects as requested by the City. The scope of such project will be identified prior to undertaking the project.



HOURLY RATES

This on-call professional services agreement will require an hourly rate for each personnel positions that will be serving the City.

Our team aims to provide a high level of service at fees that represent a fair value to the City. PFM is willing to provide different fee arrangements for the City, based upon its needs and preferences. Services not directly related to debt transactions (e.g., modeling, debt capacity analysis, policy development, or other strategic planning assistance) are generally provided on an hourly basis, a fixed fee agreeable to both parties, or on the basis of an annual retainer. A fixed fee or retainer approach would be developed based on the hourly rates shown below and anticipated time required over the course of the project or retainer period. Additionally, in the event a financing is started, but cancelled at the City's request, accrued time will be billed based on our hourly fees. For hourly work, the following rates would apply:

Title	Managing Director	Director	Sr. Managing Consultant	Sr. Analyst	Analyst	Associate
Hourly Rate	\$320	\$305	\$305	\$255	\$215	\$195

Most typically we charge fees for financing services based on a rate per \$1,000 of financing, which fees are paid from proceeds of bond sales, thereby minimizing the impact on the operational cash flow. While not specifically requested in this solicitation, fixed transaction fees are consistent with our current agreement with the City. If the City preferred to switch to an hourly rate approach for transactional work, we would be happy to discuss such an alternative.

For services related to debt transactions, we propose a fee based on a sliding scale, as follows:

Bond Size	Issuance Fee per \$1,000
For financing up to \$20 million	\$1.50 per \$1,000, with a \$25,000 minimum
From \$20 million to \$75 million	\$30,000 plus \$0.75 per \$1,000 over \$20 million
Over \$75 million	\$75,000 plus \$0.25 per \$1,000 over \$75 million

For multiple bond issues completed under a common financing plan, or for interim financings, we may negotiate a reduced fee, depending on the amount of time between financings. For unusually complex transactions, we may request consideration of a specific fixed fee for advisory services.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: July 19, 2021</p>	<p>Subject: Resolution 2913 Contract Approval for Meter Reading Services</p> <p>Staff Member: Keith Katko, Assistant Finance Director</p> <p>Department: Finance Department</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Review and approval of Meter Reading contract on the Consent Agenda.

EXECUTIVE SUMMARY:

The City contracts with a private firm to read water meters the last working week of each month. The readings are then supplied to the Finance Department in electronic form and used to generate the utility bills for Wilsonville residential and commercial customers.

Metereaders has provided water meter reading services to the City since 1984, with a succession of contract renewals. In the last competitive RFP bid process in 2016, Metereaders was the only proposal bid. The competitive market for meter-reading services continues to decline as cities in the region pursue automated reading technology. For example, the cities of Sherwood, Lake Oswego, Hillsboro, Newberg, and Dallas are in process or completion of implementation of automated meter reading; making manual reading obsolete. Upon market research, including contacting other cities to inquire how they read their meters, the Finance Department has found Metereader to be the only capable service provider for the City's need.

EXPECTED RESULTS:

Maintain the monthly utility billing calendar with the meter read input supplied by Metereaders LLC.

TIMELINE:

The current contract with Metereaders LLC has expired. The term of the new contract is three years from July 1, 2021 through June 30, 2024 and the City has the option to renew the contract for up to two additional one-year periods.

CURRENT YEAR BUDGET IMPACTS:

The current budget includes meter-reading services.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/1/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

The City should consider following suit with the other jurisdictions, as it appears this service is difficult to find and becoming obsolete.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

As a result of this agreement, the monthly utility billing process will continue to be processed in a timely and effective manner.

ALTERNATIVES:

Pursue investment upgrade strategy to automated meter reader technology allowing for remote type reads.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2913
 - A. Professional Services Agreement, PFM Financial Advisors, LLC

RESOLUTION NO. 2913

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE SOLE SOURCE PROCUREMENT RENEWAL OF A THREE-YEAR SERVICE AGREEMENT WITH METEREADERS LLC.

WHEREAS, the City of Wilsonville purchasing policy states that contract amounts exceeding \$100,000 must be approved by the City Council; and

WHEREAS, the City has contracted with Metereaders LLC for utility water meter reading services for the purposes of utility billing since 1984 and that they have performed that service; with particular ability, knowledge and expertise, to the satisfaction of the City; and

WHEREAS, after market research the City has determined that there is only one known local area water meter reading service capable source in the current market conditions; and

WHEREAS, in the public interest, the City Council, acting as the local Contract Review Board, has determined that Metereaders LLC. is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, the City's FY 2021/22 budget includes \$59,000 appropriated for meter reading services, and the City's FY 2022/23 and FY 2023/24 budgets will have comparable appropriations for meter reading services, which appropriations will be sufficient to pay for meter reading services.

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

1. The City Manager is authorized to sign the contract with Metereaders LLC. for meter reading services, any subsequent amendments for fiscal years ending 2022, 2023, 2024 as provided in the contract, and any options exercised under the contract.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

EXHIBIT:

A. Meter Reading Services Contract

**CITY OF WILSONVILLE
METER READING SERVICES CONTRACT**

This Meter Reading Services Contract (“Contract”) is made and entered into on this ____ day of _____, 2021 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Metereaders, LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City has need for the services by Contractor, with the particular training, ability, knowledge, and experience possessed by Contractor, for water meter reading services; and

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

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below and 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. Services To Be Provided

1.1. Contractor shall diligently perform the meter reading services (“Services”), as more particularly described in the Scope of Work, including the General Requirements, set forth in **Exhibit A**, attached hereto and incorporated by reference herein, for the Water Utilities Meter Reading Services Project (“Project”). Contractor shall provide and bear the expense of all equipment, work, and labor, of any sort whatsoever, that may be required to complete the Services provided for in this Contract, unless otherwise specified. Contractor shall perform all Services in accordance with all applicable federal, state, and local laws, rules, and regulations.

1.2. The existence of this Contract between the City and Contractor shall not be construed as the City’s promise or assurance that Contractor will be retained for future services beyond the Services described herein.

1.3. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor’s employees assigned to perform any of the Services provided for in this Contract shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

Section 2. Term

2.1. The term of this Contract shall be from July 1, 2021 through and including June 30, 2024, unless earlier terminated in accordance herewith. All Services under this Contract shall be completed prior to the expiration of this Contract.

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods.

Section 3. Compensation Amount and Payment

3.1. The City agrees to retain Contractor to provide the services, materials, and equipment to do and cause to be done the Services described in the Scope of Work, including the General Requirements, set forth in **Exhibit A**, and to complete and finish the same according to the terms and conditions contained in this Contract.

3.2. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor for the actual Services completed, as identified in this Contract (“Services To Be Provided”) at a rate of SEVENTY-THREE HUNDREDTHS OF ONE DOLLAR (\$0.73) for each water meter read (“Compensation Amount”) for the first three (3) years of the Contract.

3.3. Contractor’s Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

3.4. Contractor will be paid for completed Services for which an itemized invoice has been 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 Contractor as promptly as is reasonably possible.

3.5. Contractor shall complete and return to the City **Exhibit B** – Taxpayer Identification Number, prior to or along with the first invoice submittal.

3.6. If the City exercises its option(s) under **Section 2.2**, the Compensation Amount will be escalated using the Annual Portland-Salem, OR-WA, Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the twelve (12) month period ending in May.

Section 4. City’s Project Manager

The City’s Project Manager is Keith Katko. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 5. Contractor's Project Manager

Contractor's Project Manager(s) are Greg Reynolds and Michael Hamberg. In the event that Contractor's Project Manager(s) is/are changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 6. Subcontractors and Assignments

Contractor shall not subcontract with others for any of the Services prescribed herein nor assign this Contract or delegate any duties hereunder without the prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion, for any cause whatsoever or for no cause. Any attempted assignment of this Contract without the written consent of the City shall be void. If the City agrees to assignment of tasks to a subcontractor, Contractor shall be fully responsible for the acts or omissions of any subcontractor and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained herein shall be deemed to create any contractual relationship between the City and the subcontractor. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

Section 7. Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Contract is at Contractor's sole risk. All damages or loss to work, equipment, or materials incurred during the performance of the Services shall be at Contractor's sole risk. Contractor 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 Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor'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 Contractor's Services so such Services meet the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Contractor's

responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

8.3. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, national origin, or political affiliation. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor.

8.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Services on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

8.12. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 9. Indemnity

9.1. In the performance of the Services, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession, practicing in the Portland metropolitan area. Contractor will re-perform any Services not meeting this standard without additional compensation. Contractor'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 Contractor's failure to perform in

accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

9.2. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.1**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

Section 10. Insurance

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

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$5,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Professional Errors and Omissions Coverage. Contractor 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 **\$1,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services

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

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

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

10.2. Insurance Carrier Rating. Coverages provided by Contractor 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.

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

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

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

Section 11. Warranties/Guaranty

11.1. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by the Contract Documents, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

11.2. Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from, any damage or expense by reason of failure of performance, as specified in this Contract. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall cooperate with the City and other firms 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.

Section 12. 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 Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor’s control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 13. Early Termination; Default

13.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Contractor will be paid to complete any Services in process and, thereafter, this Contract shall be deemed terminated.

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

13.2.1. By mutual written consent of the parties;

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

13.2.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

13.3. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract, without further notice to Contractor, and seek remedies for the default, as provided above.

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

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

Section 14. Property of the City

Meter reading records shall be the exclusive property of the City and shall be delivered to the City prior to final payment.

Section 15. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court.

Section 16. Notices

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

To City: City of Wilsonville
Attn: Keith Katko, Assistant Finance Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Metereaders, LLC
Attn: Greg Reynolds/Michael Hamberg

Mailing Address: PO Box 1902
Lake Oswego, OR 97035

Physical Address: 18167 SW Boones Ferry Road
Portland OR 97224

Section 17. Miscellaneous Provisions

17.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

17.3. No Assignment. Contractor may not assign this Contract, nor the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

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

17.5. Governing Law. This Contract 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 279B to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

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

17.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on

any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

17.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

17.16. 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 Contract in

order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

17.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONTRACTOR:

CITY:

METEREADERS, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

EXHIBIT A
City of Wilsonville

SCOPE OF WORK

Contractor shall provide meter reading services for the City of Wilsonville, as outlined below:

1.0 Contractor's Services

1.1. The City shall provide Contractor a monthly list of meters to be read. This list, in a text file format, may vary each month based on additional meter installations or meter removals. The list shall be submitted to the Contractor on or before the 20th of each month.

1.2. Contractor will read all manually read water meters designated by the City to be read ("Services"). Contractor agrees that it shall commence reading meters no sooner than the 22nd of each month, and no later than the 25th of each month ("Reading Period"). Contractor shall be required to submit meter reading data to the City's Finance Department electronically no later than the first working day of the month following the collection of the data. Meter reading data shall be submitted via e-mail to utility@ci.wilsonville.or.us.

1.3. The City will be migrating to a new software system in the term of this agreement. The Contractor will work with, assist, and/or cooperate with changes required during its migration to the MUNIS software system.

1.4. In addition to monthly meter reading data, separate electronic files of Contractor shall provide the following information for City staff no later than the first working day of the month following the collection of data:

- Meter maintenance items (meter lid replacement, trim, etc.)
- Meter problems (fogged/damaged register, dead meter)
- Misread meters from prior month
- Potential leaks
- Unreadable meters, along with reasoning
- Meter not found in City's file

1.5. Contractor shall read all meters included in the City's file unless Contractor determines that the meter is not reasonably accessible or safe for reading. In such case, Contractor shall immediately notify the City of which meters Contractor cannot read and the reasons why. Contractor shall not be held responsible for, or liable for, any defective or faulty meter unless the meter was intentionally or negligently damaged by Contractor and, in that case, Contractor shall reimburse the City for any such damage, and if Contractor fails to reimburse the City, the City may deduct the reimbursement amount from the next payment due to Contractor by the City.

1.6. Contractor shall not be responsible for readings associated with an opening or closing of customer accounts with the City, nor shall Contractor be responsible for rereads,

checking for vacancies, verifying whether meters are on or off, reading meters inside buildings, pumping flooded vaults, or reading meters inside vaults that are not readable without entering. Further, Contractor shall not be responsible for reading meters the access to which is obstructed in such a manner that more than due diligence is required to read the meter, which is inclusive of extreme weather conditions caused by an act of God that would make it impossible for Contractor to perform said contracted service during the current Reading Period. If reading is delayed beyond the Reading Period, both parties shall decide when the readings shall be completed by Contractor for that certain Reading Period.

1.7. All meter reading records and documents provided to Contractor by the City shall remain the property of the City and will be immediately returned to the City upon completion of each Reading Period. Contractor agrees to keep strictly confidential all information provided by the City or obtained by Contractor through the performance of this Contract.

1.8. Contractor will not be responsible for damages or be deemed to be in default by reason of delays in performance due to reasons beyond Contractor'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 Contractor's direction and control ("Force Majeure"). Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

1.9. Contractor will maintain the confidentiality of any confidential information to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor's employees assigned to perform the Services will be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

2.0 Deliverables

2.1. An electronic comma delimited text file that meets the specifications of the City's utility billing software program shall be submitted by Contractor to the City each month. The text file shall include the following information:

- Meter reading
- Date of meter reading
- Account numbers
- Meter serial number

2.2. All water meters must be accurately read, and estimated reads will not be accepted. If Contractor is unable to read a meter then the reason must be included in the electronic file sent to the City. Acceptable reasons for an unread meter may include, but are not limited to, a buried meter, vehicle parked over meter, or meter under water.

GENERAL REQUIREMENTS

General Requirements are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General Requirements, the more stringent requirements shall apply.

A. Errors. Contractor shall perform such additional services as may be necessary to correct errors in the services required under this Contract, without undue delay and without additional cost to the City.

B. Records. The City shall have access to such books, documents, papers, and records of Contractor as are pertinent to this Contract for the purpose of making audits, examination, excerpts, and transcripts. Contractor shall maintain records to assure conformance with the terms and conditions of this Contract, and to assure adequate performance and accurate expenditures during the term of this Contract. Contractor agrees to permit the City, the State of Oregon, the Federal Government, or their duly authorized representatives to audit all records pertaining to this Contract to assure the accurate expenditure of funds.

C. Contractor's Office. Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to address complaints or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, a telephone answering service shall be in operation to receive messages.

D. Contractor's Contact. Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for Contractor with respect to implementation of the Contract and communication of information necessary for the performance of the Contract.

E. Project Safety. Contractor agrees that, in performing the services contained within this Contract, it will meet all regulations in safety as required by OSHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Contract will be reviewed and an affirmative determination made by Contractor that they meet the requirements of OSHA.

F. Incidental Costs and Additional Compensation. Contractor shall be responsible for all miscellaneous and incidental costs associated with meter reading for the City of Wilsonville. Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the services described in this Contract without additional compensation unless otherwise provided in this Contract.

EXHIBIT B
City of Wilsonville

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Wilsonville, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold twenty percent (20%) on reportable amounts paid to unincorporated persons who have not supplied the City with their correct Tax Identification Number or Social Security Number.

Please complete this information request form, or *IRS Form W-9*, and return it to the City of Wilsonville prior to or along with submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government
_____ Individual/Proprietor _____ other (explain) _____ Consultant

Tax Identification No. _____

-or-

Social Security No. _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)

RESOLUTION NO. 2915

A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2899 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 401.309 and ORS 401.305, as well as Wilsonville's own Wilsonville State of Emergency Resolution No. 1959, the City enacted Resolution 2803 on March 16, 2020 in response to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 6, 2020, the City enacted Resolution No. 2807 to extend the declared state of emergency to May 31, 2020; and

WHEREAS, on June 1, 2020, the City enacted Resolution No. 2818 to extend the declared state of emergency to July 21, 2020; and

WHEREAS, on July 20, 2020, the City enacted Resolution No. 2834 to extend the declared state of emergency to September 11, 2020; and

WHEREAS, on September 10, 2020, the City enacted Resolution No. 2844 to extend the declared state of emergency to November 3, 2020; and

WHEREAS, on October 19, 2020, the City enacted Resolution No. 2858 to extend the declared state of emergency to December 31, 2020; and

WHEREAS, on December 7, 2020, the City enacted Resolution No. 2864 to extend the declared state of emergency to February 2, 2021; and

WHEREAS, on January 4, 2021, the City enacted Resolution No. 2870 to extend the declared state of emergency to March 15, 2021; and

WHEREAS, on March 15, 2021, the City enacted Resolution No. 2882 to extend the declared state of emergency to May 17, 2021; and

WHEREAS, on May 17, 2021, the City enacted Resolution No. 2899 to extend the declared state of emergency to July 19, 2021; and

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2899; and

WHEREAS, pursuant to Executive Order 20-24, the Governor of Oregon extended the State of Emergency Declaration to July 6, 2020; and

WHEREAS, pursuant to Executive Order 20-30, the Governor of Oregon again extended the State of Emergency Declaration, to September 4, 2020; and

WHEREAS, pursuant to Executive Order 20-38, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, to November 3, 2020, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-59, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through January 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-67, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through March 3, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-05, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through May 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-10, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through June 28, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-15, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through December 31, 2021, with the scope of the emergency being narrowed, and the possibility of a further extension;

NOW, THEREFORE, the Wilsonville City Council declares as follows:

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, until December 31, 2021, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, June 21, 2021. Mayor Fitzgerald called the meeting to order at 7:02 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jeanna Troha, Assistant City Manager
Beth Wolf, Senior Systems Analyst
Andrea Villagrana, Human Resource Manager
Chris Neamtzu, Community Development Director
Cindy Luxhoj, Associate Planner
Dan Pauly, Planning Manager
Andy Stone, IT Director
Ryan Adams, Assistant City Attorney

Motion to approve the order of the agenda.

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

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

A. Upcoming Meetings

At the end of Mayor's Business, upcoming meetings were announced and regional meetings the Mayor attended on behalf of the City.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

In addition, the Mayor requested that the City Attorney provide an update regarding the Aurora Airport.

City Attorney Jacobson then provided a brief summary of the recent ruling by the Court of Appeals, which reversed and remanded the Land Use Board of Appeals (LUBA) decision on the 2012 Aurora State Airport Master Plan.

Following the update the Mayor invited City of Aurora Mayor Asher and City of Aurora Planning Commissioner Schafer to provide their public comment. They both appreciated and thanked Wilsonville City Council and staff for their collaboration with the Aurora Airport case.

B. Appointments

Wilsonville-Metro Community Enhancement Committee - Appointment

Appointments of Natasha Hancock and Sageera Oravil Abdulla Koya to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2023.

Motion: Councilor Linville moved to ratify the appointments of Natasha Hancock and Sageera Oravil Abdulla Koya to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2023. Councilor West seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

C. Council Goals

Motion: Councilor Akervall moved to approve the 2021 – 2023 City Council Goals. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

COMMUNICATIONS

A. Patriotic Employer Award

Ryan Adams, Assistant City Attorney introduced Lon Getlin, Employer Outreach Director of Oregon and General Dennis Klein the Oregon State Chair members of the Employer Support of the Guard and Reserve (ESGR). The ESGR members then presented City Manager Cosgrove and City Attorney Jacobson with the Patriot Award. The award is given to supervisors whom have made efforts to support citizen warriors through a wide-range of measures including flexible schedules, time off prior to and after deployment, caring for families, and granting leaves of absence if needed.

The Mayor recessed the meeting at 7:40 p.m. for a short break and reconvened at 7:44 p.m.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

There was no other public comment.

COUNCILOR COMMENTS

A. Council President Akervall

Announced the following events she had attended since the last meeting, which included:

- Juneteenth Celebration at Town Center Park
- Cathy Rodocker, former Finance Director's Retirement Party
- Washington County Coordinating Committee meeting
- Eagle Scouts Award Presentation

Councilor Akervall congratulated all of the recent graduates.

B. Councilor Lehan

Shared unfortunately due to other obligations she was unable to attend Cathy Rodocker's retirement party.

Councilor Lehan announced she too attended the City's Juneteenth Celebration.

Ms. Lehan reminded the audience that upcoming Flag Day and Fourth of July holidays were opportunities to purchase and/or upgrade flags. Furthermore, old tattered or faded flags could be properly dispose of by the Eagle Scouts by dropping them off at the at the Town Center Park flag deposit box.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Invited the Council to the Boone monument dedication at the Butteville Cemetery on Saturday, June 26, 2021 Ms. Lehan publicized the dedication was originally scheduled for 2:00 p.m. but had been moved to 10:00 a.m. due to the anticipated excessive heat on Saturday.

C. Councilor West

Councilor West proclaimed his excitement that the City held a Juneteenth Celebration and that Juneteenth had been made a federal holiday. Mr. West shared he was unable to attend the City’s event as he had been celebrating his fifteenth wedding anniversary.

Mr. West stated the last day of school for Wilsonville students was Tuesday, June 22, 2021. He also congratulated the local graduates.

D. Councilor Linville

Councilor Linville detailed she was fortunate to share in her grandson's high school graduation the past week. However, because of family obligations surrounding the graduation she was not able to attend Cathy Rodocker’s retirement party or the Juneteenth Celebration.

Ms. Linville congratulated all of the Wilsonville graduates as well.

Announced Governor Brown signed House Bill 2564 creating the new Willamette Falls Locks authority and charting a path forward for reopening the Locks. Ms. Linville described there is another potential bill; House Bill 5534 which if passed would provide a portion of the state share of funding for the repairs on the Locks.

CONSENT AGENDA

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

A. Minutes of the May 26, 2021 and June 7, 2021 City Council Meetings.

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

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

NEW BUSINESS

A. Resolution No. 2905

A Resolution Of The City Of Wilsonville Approving An Amendment To The City’s Fee Schedule Adding A Wireless Communication Facilities Section To Include Planning Application Review Fees, Technical Design Review Fees, And An Appeal Of Decision Fee.

Ms. Jacobson read the title of Resolution No. 2905 into the record.

Motion: Councilor Akervall moved to approve Resolution No. 2905. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

B. Resolution No. 2906

A Resolution Adopting Collective Bargaining Agreement Between The City Of Wilsonville And Service Employees International Union Local 503 (SEIU).

Ms. Jacobson read the title of Resolution No. 2906 into the record.

Jeanna Troha, Assistant City Manager along with Andrea Villagrana, Human Resource Manager quickly briefed City Council on the Service Employees International Union (SEIU) Local 503 Collective Bargaining Agreement (CBA).

Motion: Councilor Akervall moved to approve Resolution No. 2906. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

CITY MANAGER'S BUSINESS

The audience was reminded the City Manager Reports, which are a part of the City Council packets, are created monthly. Furthermore, the City Manager Reports include a variety of information on activities that have taken place over the last 30 days in the community.

City Manager Cosgrove announced the Diversity, Equity and Inclusion (DEI) Committee would hold their first meeting on July 13, 2021 at City Hall.

Shared he would be on vacation starting Wednesday, June 23, 2021 through July 2, 2021. Furthermore, Jeanna Troha, Assistant City Manager would oversee the City during that time.

It was reminded that Zoe Monahan, Assistant to the City Manager was also on vacation.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 8:04 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2909 Interagency Agreement – City and Urban Renewal Agency/Year 2000 Plan to Lend and Repay \$9,811,524 Staff Member: Keith Katko, Assistant Finance Director Department: Finance Department	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Action provides resources to fund FY 2021-22 Urban Renewal/Year 2000 Plan projects, including 5 th Street Kinsman (CIP 4196) and Boeckman Dip Bridge (CIP 4212)	
Staff Recommendation: Staff recommends Council adopt Resolution No. 2909.		
Recommended Language for Motion: I move to approve Resolution No. 2909.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council action is needed to approve an intergovernmental overnight loan agreement between the City and the Urban Renewal Agency for \$9,811,524.

Resolution No. 2909 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

Under state law for urban renewal (ORS 457.435 and ORS 457.440), tax increment collections may only be spent to pay principal and interest on indebtedness. A General Fund overnight loan to the Urban Renewal (UR) Agency serves to release the tax collections for urban renewal funded capital projects. This strategic financing arrangement allows the City to save on the expenses associated with outside bonding.

The City's General Fund has the capacity to loan the funds on an overnight basis and the Year 2000 Plan District has sufficient cash balances in its debt service fund to allow for repayment. The UR Agency is able to borrow from the City's General Fund provided both the City and Agency agree to the terms of the borrowing and it serves a public purpose. The terms of the borrowing are as follows:

- The City lends to Agency \$9,811,524 at 0.60 percent (0.60%).
- The Agency repays the amount from tax increment funds on hand the day after receipt of the loan. Total interest earnings to the General Fund will be \$161.29
- Total borrowing is subordinate to outstanding senior lien debt

EXPECTED RESULTS:

Authorizing the Intergovernmental Agreement (IGA) by the respective Resolution of the City and the Agency will provide cash resources of \$9,811,524 to pay for costs associated with the 5th Street Kinsman (CIP 4196) and Boeckman Dip Bridge (CIP 4212) projects.

TIMELINE:

The IGA anticipates the loan and repayment occurring on July 20 and July 21 respectively.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2021-22 City budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/24/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The borrowing will not directly impact local businesses or neighborhoods, however, the construction projects to be funded will have significant positive impact on both.

ALTERNATIVES:

Engage in borrowing from a financial institution. Using this process would take more time and cost the Urban Renewal Agency significantly more money.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2909

A. Intergovernmental Agreement between the City and the Urban Renewal Agency

RESOLUTION NO. 2909

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE PERTAINING TO SHORT TERM SUBORDINATE URBAN RENEWAL DEBT FOR THE YEAR 2000 PLAN DISTRICT.

WHEREAS, the City of Wilsonville finds it desirable to authorize an intergovernmental agreement with the Urban Renewal Agency (the “Agency”) of the City of Wilsonville, Oregon which is to lend money to the Agency on a short term basis in an amount of \$9,811,524 for the Agency’s Year 2000 Plan District; and

WHEREAS, ORS 190.010 provides legal authority for the two entities to enter into a binding intergovernmental agreement (the “Agreement”); and

WHEREAS, the use of an Agreement is efficient and less costly than other means of obtaining financing for the Agency; and

WHEREAS, ORS 294.468 allows a city to loan money from one fund to another fund of the municipal corporation provided the loan is authorized by official resolution and states the terms of the loan; and

WHEREAS, the Year 2000 Plan District debt service fund has sufficient cash balances to allow for repayment of the amounts borrowed without violation of terms of outstanding senior debt liens.

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

1. To enter into the Agreement with the Urban Renewal Agency of the City of Wilsonville to lend from the City’s General Fund to the Agency’s capital project funds and receive repayment from the Agency back into the General Fund of \$9,811,524 together with interest of 0.60 percent per annum on a 365 day year basis in accordance with the terms specified in the Agreement.
2. To authorize the City Manager, or designee, to negotiate all documents to complete the Agreement and transactions related to the borrowing and repayment.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 19th day of July, 2021 and filed with Wilsonville City Recorder this same date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Intergovernmental Agreement between the City and the Urban Renewal Agency

INTERGOVERNMENTAL LOAN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$9,811,524, FROM THE CITY OF WILSONVILLE TO THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF FUNDING APPROVED PROJECTS IN THE YEAR 2000 PLAN

THIS INTERGOVERNMENT AGREEMENT entered into between the City of Wilsonville, an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Wilsonville, Oregon, Oregon quasi-municipal corporation (the Agency),

RECITALS

WHEREAS, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

WHEREAS, the Year 2000 Plan District (the “District”) was duly established on May 4, 1992, and the Year 2000 Plan (the “Plan”) was adopted on August 29, 1990, setting out goals, objectives and projects (the “Projects”) for the Area; and

WHEREAS, the Board of the Urban Renewal Agency has determined that a need exists to borrow funds for the Projects, to be repaid with tax increment financing; and

WHEREAS, Oregon Revised Statutes 457 and Oregon Constitution Article IX, Section 1(c) authorizes the Urban Renewal Agency to incur debt for the purpose of financing projects of an urban renewal plan, and to repay the debt and related costs with tax increment revenue; and

WHEREAS, the City of Wilsonville has approved a maximum indebtedness for the Year 2000 District of \$107,196,524. The Agency has previously issued \$93,385,000 of long and short term indebtedness that is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the District to which the maximum indebtedness limitation applies. As a result the Agency has \$13,811,524 of capacity (before issuance of the referenced borrowing of this Agreement) to incur indebtedness for the District, and

WHEREAS, ORS 294.468 authorizes a municipality to lend unrestricted money from its general fund to other funds of the municipal corporation if authorized by resolution of the governing body, and

WHEREAS, the City and Agency have determined that financing the Projects through an intergovernmental agreement as allowed by ORS 190.010, is more cost efficient than external financing methods, is financially feasible, and is in the best interest of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

Section 2: Delegation. The Designated Representatives, or a person(s) assigned by the Designated

Representatives, may, on behalf of the City or Agency, act without further action by the Council, to establish the final principal amounts.

Section 3: Duties of the City. The City shall authorize all actions and execute all documents necessary or desirable to loan up to \$9,811,524 from the City's General Fund to the Agency's capital project funds as delineated in Section 5, and comply with the laws of the State of Oregon, including the terms and conditions contained within this Agreement. The Agency shall reimburse the City for its expenses incurred in the performance of this Agreement.

Section 4: Duties of the Agency. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loan, authorize repayment of the loan under the terms and conditions stated herein, and comply with the laws of the State of Oregon, applicable Urban Renewal Plans. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

Section 5: Loan Terms. The Loan shall be made from the City's General Fund to the Agency's Year 2000 Plan Capital Improvement Fund in the principal amount of \$9,811,524 on or before July 20, 2021. Interest on the loan, at a rate of 0.60 percent (0.6%) shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by the District not later than July 21, 2021.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$9,811,524 in exchange for the Agency's obligation to repay the loan solely from the tax increment revenues of the corresponding urban renewal districts. The lien of this pledge shall be subordinate to the lien of any currently outstanding senior lien bonds and to any requirement to fund or maintain debt service funds, reserve funds or similar funds or as part of minim balances or similar requirements for those senior lien bonds.

Section 7: Indemnification. Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify and hold each other, its officers, agents and employees harmless from all claims, suits, or actions of whatsoever hind, which arise out of or result from the transfer of funds.

Section 8: Modification. This agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 9: Waiver. No provision of the agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

Section 10: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term and provision held to be invalid.

Section 11: Designated Representative. The City authorizes the City Manager or the City Manager's designee to act on behalf of the City under this agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director's designee to act on behalf of the Agency under this Agreement.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF WILSONVILLE

Bryan Cosgrove
City Manager of the City of Wilsonville, Oregon

Date

URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, OREGON

Bryan Cosgrove
Executive Director of the Urban Renewal
Agency of the City of Wilsonville, Oregon

Date



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2910 Interagency Agreement – City and Urban Renewal Agency/West Side Plan to Lend and Repay \$6,400,000 Staff Member: Keith Katko, Assistant Finance Director Department: Finance Department	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Action provides resources to fund FY 2021-22 Urban Renewal/West Side Plan project; Brown Road (CIP 4216).	
Staff Recommendation: Staff recommends Council adopt Resolution No. 2910.		
Recommended Language for Motion: I move to approve Resolution No. 2910.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council action is needed to approve an intergovernmental overnight loan agreement between the City and the Urban Renewal Agency for \$6,400,000.

Resolution No. 2910 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

Under state law for urban renewal (ORS 457.435 and ORS 457.440), tax increment collections may only be spent to pay principal and interest on indebtedness. A General Fund overnight loan to the Urban Renewal (UR) Agency serves to release the tax collections for urban renewal funded capital projects. This strategic financing arrangement allows the City to save on the expenses associated with outside bonding.

The City's General Fund has the capacity to loan the funds on an overnight basis and the West Side Plan District has sufficient cash balances in its debt service fund to allow for repayment. The UR Agency is able to borrow from the City's General Fund provided both the City and Agency agree to the terms of the borrowing and it serves a public purpose. The terms of the borrowing are as follows:

- The City lends to Agency \$6,400,000 at 0.60 percent (0.60%).
- The Agency repays the amount from tax increment funds on hand the day after receipt of the loan. Total interest earnings to the General Fund will be \$105.21
- Total borrowing is subordinate to outstanding senior lien debt

EXPECTED RESULTS:

Authorizing the Intergovernmental Agreement (IGA) by the respective Resolution of the City and the Agency will provide cash resources of \$6,400,000 to pay for costs associated with the Brown Road (CIP 4216) project.

TIMELINE:

The IGA anticipates the loan and repayment occurring on July 21 and July 22 respectively.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2021-22 City budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/24/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The borrowing will not directly impact local businesses or neighborhoods, however, the construction projects to be funded will have significant positive impact on both.

ALTERNATIVES:

Engage in borrowing from a financial institution. Using this process would take more time and cost the Urban Renewal Agency significantly more money.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2910

A. Intergovernmental Agreement between the City and the Urban Renewal Agency

RESOLUTION NO. 2910

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE PERTAINING TO SHORT TERM SUBORDINATE URBAN RENEWAL DEBT FOR THE WEST SIDE PLAN DISTRICT.

WHEREAS, the City of Wilsonville finds it desirable to authorize an intergovernmental agreement with the Urban Renewal Agency (the “Agency”) of the City of Wilsonville, Oregon which is to lend money to the Agency on a short term basis in an amount of \$6,400,000 for the Agency’s West Side Plan District; and

WHEREAS, ORS 190.010 provides legal authority for the two entities to enter into a binding intergovernmental agreement (the “Agreement”); and

WHEREAS, the use of an Agreement is efficient and less costly than other means of obtaining financing for the Agency; and

WHEREAS, ORS 294.468 allows a city to loan money from one fund to another fund of the municipal corporation provided the loan is authorized by official resolution and states the terms of the loan; and

WHEREAS, the West Side Plan District debt service fund has sufficient cash balances to allow for repayment of the amounts borrowed without violation of terms of outstanding senior debt liens.

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

1. To enter into the Agreement with the Urban Renewal Agency of the City of Wilsonville to lend from the City’s General Fund to the Agency’s capital project funds and receive repayment from the Agency back into the General Fund of \$6,400,000 together with interest of 0.60 percent per annum on a 365 day year basis in accordance with the terms specified in the Agreement.
2. To authorize the City Manager, or designee, to negotiate all documents to complete the Agreement and transactions related to the borrowing and repayment.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 19th day of July, 2021 and filed with Wilsonville City Recorder this same date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Intergovernmental Agreement between the City and the Urban Renewal Agency

INTERGOVERNMENTAL LOAN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$6,400,000, FROM THE CITY OF WILSONVILLE TO THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF FUNDING APPROVED PROJECTS IN THE WEST SIDE PLAN

THIS INTERGOVERNMENT AGREEMENT entered into between the City of Wilsonville, an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Wilsonville, Oregon, Oregon quasi-municipal corporation (the Agency),

RECITALS

WHEREAS, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

WHEREAS, the West Side Plan District (the “District”) was duly established on November 3, 2003, and the West Side Plan (the “Plan”) was adopted on November 3, 2003, setting out goals, objectives and projects (the “Projects”) for the Area; and

WHEREAS, the Board of the Urban Renewal Agency has determined that a need exists to borrow funds for the Projects, to be repaid with tax increment financing; and

WHEREAS, Oregon Revised Statutes 457 and Oregon Constitution Article IX, Section 1(c) authorizes the Urban Renewal Agency to incur debt for the purpose of financing projects of an urban renewal plan, and to repay the debt and related costs with tax increment revenue; and

WHEREAS, the City of Wilsonville has approved a maximum indebtedness for the West Side District of \$49,400,000. The Agency has previously issued \$43,000,000 of long and short term indebtedness that is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the District to which the maximum indebtedness limitation applies. As a result the Agency has \$6,400,000 of capacity (before issuance of the referenced borrowing of this Agreement) to incur indebtedness for the District, and

WHEREAS, ORS 294.468 authorizes a municipality to lend unrestricted money from its general fund to other funds of the municipal corporation if authorized by resolution of the governing body, and

WHEREAS, the City and Agency have determined that financing the Projects through an intergovernmental agreement as allowed by ORS 190.010, is more cost efficient than external financing methods, is financially feasible, and is in the best interest of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

Section 2: Delegation. The Designated Representatives, or a person(s) assigned by the Designated

Representatives, may, on behalf of the City or Agency, act without further action by the Council, to establish the final principal amounts.

Section 3: Duties of the City. The City shall authorize all actions and execute all documents necessary or desirable to loan up to \$6,400,000 from the City's General Fund to the Agency's capital project funds as delineated in Section 5, and comply with the laws of the State of Oregon, including the terms and conditions contained within this Agreement. The Agency shall reimburse the City for its expenses incurred in the performance of this Agreement.

Section 4: Duties of the Agency. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loan, authorize repayment of the loan under the terms and conditions stated herein, and comply with the laws of the State of Oregon, applicable Urban Renewal Plans. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

Section 5: Loan Terms. The Loan shall be made from the City's General Fund to the Agency's West Side Plan Capital Improvement Fund in the principal amount of \$9,811,524 on or before July 20, 2021. Interest on the loan, at a rate of 0.60 percent (0.6%) shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by the District not later than July 21, 2021.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$6,400,000 in exchange for the Agency's obligation to repay the loan solely from the tax increment revenues of the corresponding urban renewal districts. The lien of this pledge shall be subordinate to the lien of any currently outstanding senior lien bonds and to any requirement to fund or maintain debt service funds, reserve funds or similar funds or as part of minim balances or similar requirements for those senior lien bonds.

Section 7: Indemnification. Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify and hold each other, its officers, agents and employees harmless from all claims, suits, or actions of whatsoever hind, which arise out of or result from the transfer of funds.

Section 8: Modification. This agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 9: Waiver. No provision of the agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

Section 10: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term and provision held to be invalid.

Section 11: Designated Representative. The City authorizes the City Manager or the City Manager’s designee to act on behalf of the City under this agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director’s designee to act on behalf of the Agency under this Agreement.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF WILSONVILLE

Bryan Cosgrove
City Manager of the City of Wilsonville, Oregon

Date

URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, OREGON

Bryan Cosgrove
Executive Director of the Urban Renewal
Agency of the City of Wilsonville, Oregon

Date



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2911 Council Support of Oregon Department of Land Conservation and Development (DLCD) Grant Application for 2023 Housing Needs Analysis Staff Member: Daniel Pauly, AICP, Planning Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 2911.		
Recommended Language for Motion: I move to approve Resolution No. 2911		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A Resolution supporting a grant application to the Oregon Department of Land Conservation and Development (DLCD) to fund consultant cost and majority of City staff costs for the portion of the 2023 Wilsonville Housing Needs Analysis that will occur within the 2021-2023 State budget biennium.

Resolution No. 2911 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

A housing needs analyses (HNA) is an important tool to understand the variety of housing needs in a community and then guide policy to help meet those needs. A housing needs analysis gathers and analyzes data such as demographic trends and real estate markets. The analysis then becomes the basis of housing-related policy recommendations. The HNA is a requirement of the State, but it is also a helpful tool for Wilsonville in its ongoing equitable housing efforts. It provides a solid understanding of what the needs are that the City is striving to help meet.

In an effort to increase understanding of housing needs throughout the State, the Oregon Legislature adopted House Bill 2003 in 2019. The bill established new requirements for cities throughout Oregon regarding HNAs and Housing Production Strategies. It also directed the Oregon Land Conservation and Development Commission (LCDC) to establish a schedule for cities to adopt new or updated HNAs. LCDC's established schedule requires Wilsonville to complete its next HNA by December 31, 2023. The following year, 2024, the City will be required to adopt a Housing Production Strategy to help meet the identified housing needs.

The City of Wilsonville last adopted a full HNA in 2014. Since this time, the City has continued forward on important housing efforts. This includes the housing-focused Frog Pond Planning, the Equitable Housing Strategic Plan, and the Middle Housing in Wilsonville Project. The City is just beginning the master planning of Frog Pond East and South to further its housing efforts. The City will be working on Frog Pond East and South through the end of 2022. The City desires to complete the Frog Pond East and South Master Plan prior to commencing a new HNA. Completing Frog Pond East and South prior to the HNA frees up adequate staff to work on the project. In addition, the timing works well in the sequence of housing efforts. The HNA will do a deep dive into housing needs to serve as a foundation as the City considers next steps in its long-term housing efforts beyond Frog Pond. These efforts will start with a Housing Production Strategy in 2024.

City staff are preparing a grant proposal requesting \$66,500. The grant funds will cover consultant costs and related expenses as well as the majority of the cost of City staff working on the 2023 Wilsonville Housing Needs Analysis. However, the grant timeframe, driven by the State budget biennium, only covers five months of Wilsonville's planned twelve-month project. The cost of the work over the remaining seven months, currently estimated to be approximately \$20,000, will need to be funded by the City unless other funding can be secured, such as through a State grant for the 2023-2025 biennium.

The grant application requires City Council to indicate commitment to the grant-funded project by resolution prior to award of funds. Resolution No. 2911 satisfies this requirement for this 2021-2023 grant application.

EXPECTED RESULTS:

Council support of a request for funds to support the 2023 Wilsonville Housing Needs Analysis.

TIMELINE:

City staff submitted the grant at the end of June. The State will announce grant awards in the coming weeks. The grant funds will be available well in advanced of the projects planned start

date of January 2023.

CURRENT YEAR BUDGET IMPACTS:

General Planning overhead covered the cost of preparing the grant application. Project expenditures and grant reimbursement will occur in 2022-2023 budget year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/14/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/15/2021

COMMUNITY INVOLVEMENT PROCESS:

The proposed project includes a community involvement plan using a variety a methods to reach a diverse cross-section of the community. The grant will help fund community involvement.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The grant funds will allow completion of the required Housing Needs Analysis while minimizing the financial impact to the City. The Housing Needs Analysis will be an important step in the City's ongoing effort to provide for a variety of housing needs.

ALTERNATIVES:

The City is required by the State to adopt an updated Housing Needs Analysis by December 31, 2023. Not applying for the grant would require the City cover the cost or seek alternative funding.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2911
2. Grant Application Submitted June 30, 2021

RESOLUTION NO. 2911

A RESOLUTION OF THE CITY OF WILSONVILLE SUPPORTING A 2021-23 PLANNING ASSISTANCE DIRECT GRANT APPLICATION TO THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR THE 2023 WILSONVILLE HOUSING NEEDS ANALYSIS.

WHEREAS, the City of Wilsonville is dedicated to partnerships to support development of housing to meet the variety of housing needs in the community and removing barriers to the development of housing that can meet a variety of needs; and

WHEREAS, in 2019 the Oregon Legislature adopted House Bill 2003 establishing new requirements for cities throughout Oregon regarding Housing Needs Analyses and directing the Oregon Land Conservation and Development Commission to establish a schedule for cities to adopt new or updated Housing Needs Analyses; and

WHEREAS, the Land Conservation and Development Commission established a schedule requiring Wilsonville to complete its next Housing Needs Analysis by December 31, 2023; and

WHEREAS, Wilsonville's last adopted Housing Needs Analysis was in 2014; and

WHEREAS, since 2014 the City has continued with a number of housing related projects including, but not limited to, Frog Pond planning, the Equitable Housing Strategic Plan, affordable housing development on City-owned land, and the Middle Housing in Wilsonville Project; and

WHEREAS, the City will be working on the housing-focused Frog Pond East and South Master Plan through the end of 2022; and

WHEREAS, the City desires to complete the Frog Pond East and South Master Plan prior to commencing its next Housing Needs Analysis; and

WHEREAS, the City's work program has the 2023 Wilsonville Housing Needs Analysis scheduled to occur from January to December 2023; and

WHEREAS, adoption of a new Housing Needs Analysis in 2023 is a logical next step in the sequence of ongoing housing-related work for the City in its ongoing effort to support a variety of housing needs; and

WHEREAS, the adopted State budget for the 2021-2023 biennium includes funds for grants to local governments to complete housing-related work, including Housing Needs Analyses required by House Bill 2003; and

WHEREAS, the first five months of the work on 2023 Wilsonville Housing Needs Analysis will occur within the grant timeline of the 2021-2023 State budget biennium; and

WHEREAS, the City desires to take advantage of the budgeted grant funds to support the Housing Needs Analysis by requesting \$66,500 in grant funds; and

WHEREAS, the City anticipates budgeting adequate local funds in its 2023-2024 budget to complete the portions of Housing Needs Analysis not covered by the grant by the December 2023 deadline, unless other funding is secured; and

WHEREAS, the City will make City staff available and fund a portion of City staff time for the planned work during the 2021-2023 biennium; and

WHEREAS, a requirement of the grant is to have a resolution of support of the grant application and this resolution serves that purpose for the City's grant application.

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

1. Support for the 2021-2023 Planning Assistance Direction Grant Application to the Oregon Department of Land Conservation and Development for the 2023 Wilsonville Housing Needs Analysis and related work.
2. Commitment of adequate City staff and resources to the grant-funded portion of the 2023 Wilsonville Housing Needs Analysis and related work.
3. Commitment to fund, as necessary, completion of the 2023 Wilsonville Housing Needs Analysis outside the 2021-2023 biennium.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



Department of Land Conservation and Development

2021-23 PLANNING ASSISTANCE DIRECT GRANT APPLICATION

Please complete each section in the form below. Type or write requested information in the spaces provided. **Submit completed applications by June 30, 2021.**

Date of Application: June 30, 2021

Applicant: City of Wilsonville

(If council of governments, please also include the recipient jurisdiction name if applicable)

Street Address: 29799 SW Town Center Loop East

City: Wilsonville OR

Zip: 97070

Contact name and title: Daniel Pauly AICP, Planning Manager

Contact e-mail address: pauly@ci.wilsonville.or.us

Contact phone number: 503-570-1536

Requested Service:

		Grant request amount (in whole dollars):
HB 2001 Code Assistance	<input type="checkbox"/>	\$
Housing Needs Analysis (HNA)	<input checked="" type="checkbox"/>	\$66,500
Housing Production Strategy (HPS)	<input type="checkbox"/>	\$
Housing Implementation Plan (Note: not an HNA or HPS)	<input type="checkbox"/>	\$

Total grant request amount (in whole dollars): \$66,500

Local Contribution (recommended but not required): \$8,500 plus willingness to fund completion and adoption of HNA outside biennium.

Project Title:

2023 Wilsonville Housing Needs Analysis

Project summary: (Summarize the project and products in 50 words or fewer)

Help Wilsonville meet the House Bill 2003 HNA mandate by its December 2023 deadline and support key strategies in the Wilsonville Equitable Housing Strategic Plan. The HNA will help reevaluate, refine, and further the City’s efforts to create housing opportunities that meet needs in the community.

Project Description & Work Program

Please describe the proposed project, addressing each of the following in an attachment.

A. Goals and Objectives. The purpose of these projects are to assist affected jurisdictions in the implementation of House Bill 2001 and House Bill 2003 [2019]. For each type of assistance offered, the Project Goal is listed below:

House Bill 2001 – Middle Housing Code Update

The primary objective of this Project is to prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments for cities to comply with the provisions of House Bill 2001 (2019 Legislative Session) regarding middle housing by June 30, 2022.

House Bill 2003 – Housing Needs Analysis

The primary objective of this Project is to prepare hearings-ready draft comprehensive plan amendments to update the Housing Needs Analysis (pursuant to ORS 197.296) for the City. City adoption of the amendments is not required prior to project completion on or before June 30, 2023.

House Bill 2003 – Housing Production Strategy

The primary objective of this Project is to prepare a Housing Production Strategy as described in ORS 197.290 and [OAR 660-008-0050](#) that outlines how a city plans to promote the actual production of needed housing identified in an adopted Housing Needs Analysis (HNA).

House Bill 2003 – Housing Implementation Plan

The primary objective of this project is to prepare a plan identifying or implementing the most promising actions a local government can take to address its' identified housing needs, especially to meet subsidized housing needs. This document is not identified in statute or administrative rule, and it may encompass any housing-related issue that is neither a housing needs analysis nor housing production strategy.

Please state any additional goals or overall purposes of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Clearly describe the product(s) and outcome(s) expected from the proposed project. Briefly describe any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with federal requirements, socioeconomic gains, and other relevant factors.

C. Work Program, Timeline & Payment. A sample work program is provided in a separate attachment for your convenience and to outline the fundamental steps necessary to complete the work products listed above. Local governments should review this sample to develop a comprehensive work program that best fits their community. Per Statewide Planning Goal 1, Public Involvement, public engagement is a necessary component of any planning process, but may be adjusted by the local

government. Please also provide a preliminary schedule for the project, with identified target completion dates for each task. If other changes are necessary, please consult with your Regional Representative.

Please note that applicants are expected to submit detailed proposals that specify the work tasks, products, and timelines unique to their proposal. The attached sample work programs are not complete and will require refinement to suit specific proposals. Priority will be given to proposals that provide well-defined tasks, products, and timelines.

1. Tasks and Products: List and describe the major tasks and subtasks, with:

- The title of the task
- Steps to complete task
- The interim and final products for each task

2. Timeline: List all dates for the project including tentative start date after the contract is signed, task completion dates, and project completion date. Please note that this project must be completed by the end of the biennium – June 30, 2023. If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.

3. Payment Schedule: Develop a requested payment schedule showing amount of interim and final payments. Include the products that will be provided with each payment request – contracts should be “deliverables-based.” The payment schedule should be no more frequent than once every two months.

D. Evaluation Criteria. Include a statement in the narrative that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).

E. Project Partners. List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.).

F. Advisory Committees. List any advisory committee or other committees that will participate in the project to satisfy the local citizen involvement program.

G. Cost-Sharing and Local Contribution. DLCD funds may comprise a portion of overall project costs; if so, please identify sources and amounts of other funds or services that will contribute to the project’s success. Cost-sharing (match) is not required.

Will a consultant be retained to assist in completing grant products? Yes No

Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes No

Local Official Support

The application ***must include a resolution or letter from the governing body*** of the city or county demonstrating support for the project. If the applicant is a council of governments on behalf of a city, a letter or resolution from the city council supporting the application must be included. *The application will not be complete if it does not include this item.* The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.

Product Request Summary

Product	Grant Request	Local Contribution	Total Budget
1	\$ <u>16,000</u>	\$ <u>2,000</u>	\$ <u>18,000</u>
2	\$ <u>6,500</u>	\$ <u>500</u>	\$ <u>7,000</u>
3	\$ <u>10,000</u>	\$ <u>1,000</u>	\$ <u>11,000</u>
4	\$ <u>13,000</u>	\$ <u>1,000</u>	\$ <u>14,000</u>
5	\$ <u>8,500</u>	\$ <u>1,500</u>	\$ <u>10,000</u>
6	\$ <u>12,500</u>	\$ <u>2,500</u>	\$ <u>15,000</u>
TOTAL	\$ <u>66,500</u>	\$ <u>8,500</u>	\$ <u>75,000</u>

Submit your application with all supplemental information to:

Gordon Howard, Community Services Division Manager

E-mail: DLCD.GFGrant@state.or.us

Please note that due to public health concerns, we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible to make arrangements.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

Sean Edging, Housing Policy Analyst
sean.edging@state.or.us or (971) 375-5362

If you have questions about the Grant Program or application process, please contact:

Angela Williamson, Grants and Periodic Review Administrative Specialist
angela.williamson@state.or.us or (971) 345-1987

APPLICATION DEADLINE: June 30, 2021

2021-2023 Technical Assistance Grant Application Narrative City of Wilsonville

A. Project Goals and Objectives

The 2023 Wilsonville Housing Needs Analysis (HNA) will continue to build upon a series of housing policy work to identify updated needs and next steps for Wilsonville's Housing Work. The project helps the City meet the mandate of House Bill 2003 by Wilsonville's deadline of December 2023, but also continues to support key strategies around housing as outlined in the Wilsonville Equitable Housing Strategic Plan. The HNA will provide valuable data to allow the City to reevaluate, refine, and further its efforts to create housing opportunities that meet the spectrum of needs in the community. Wilsonville has a history of innovative housing work that can also serve as a model for other jurisdictions and this will continue with this project. The City is committed to an expansive outreach effort as well as a rigorous collection and analysis of data to identify housing needs.

The Wilsonville HNA will be a key link in a chain of housing policy projects. It will come at the end of an exhaustive master planning of a new urban area and in preparation of a Housing Production Strategy. It will set the stage for the next phase of housing development in Wilsonville. In 2020, the City adopted an Equitable Housing Strategic Plan, which aims to fill the gaps currently present in Wilsonville's housing market to provide housing opportunities for a variety of household compositions, ages, and income ranges. The Equitable Housing plan includes a variety of action items, many of which the City has been diligently working on over the past years and will continue to work on prior to this proposed HNA project. This includes incorporating equitable housing into the City's Middle Housing work, specific affordable housing and housing variety actions as part of the master planning work for a new urban area, development of affordable housing on a City-owned site, exploring variable rate SDC's, and implementing a new vertical housing tax credit for affordable housing. All these projects will be complete or well on their way by the time the HNA project begins, creating momentum that will carry on into the HNA project. The 2023 Wilsonville Housing Needs Analysis will provide the City with well-timed updated information on housing need to continue to build on all the previous housing work. The updated HNA will subsequently inform a Housing Production Strategy and other actions to further Wilsonville's housing work.

An important aspect of Wilsonville's housing work has been engagement of historically-marginalized communities. As part of the City's Middle Housing project specific outreach was done with the Latinx community that included weekend focus groups and Spanish-language survey material. The outreach during the Middle Housing project has built momentum for expansive outreach during the Frog Pond Master Plan the City is currently undertaking. This outreach will subsequently flow into the outreach and engagement planned as part of the 2023 Wilsonville Housing Needs Analysis.

The 2023 Wilsonville HNA is on the City's work program for January through December 2023. Only the first five months of the project will be during the 2021-2023 biennium grant period. This grant requests covers the scope of the project over these first five months (January through May 2023). The City will fully fund the remaining seven months of the project (June through December 2023) unless grant funding is awarded for the 2023-2025 biennium or the City otherwise secures outside funding. The willingness to bear project cost outside the 2021-2023 biennium demonstrates the City's commitment to this project.

B. Products and Outcomes

These products and outcomes represent the first five months of a twelve-month project.

Product 1 Community engagement plan, including outreach needs analysis and strategy recommendations, tailored to, at least, the following audiences:

- a. Latinx community
- b. Other historically marginalized communities of color
- c. High school age youth
- d. Young adults
- e. People with disabilities
- f. Lower income residents
- g. Older adults

With an engagement plan in place, begin initial outreach.

Expected Outcome Develop a deep understanding of the housing stories of a variety of groups and through the stories gather information about their housing needs and desires. Ensure the information gathered from the stories can have a meaningful impact on the HNA, the subsequent Housing Production Strategy, and other housing projects it will inform.

Product 2 Background Research Memorandum. Research the history of Wilsonville's housing development, needs, and policy. Draft a memorandum relaying the most pertinent aspects of the history and background to project participants including the project team and public.

Expected Outcome A succinct representation of the foundation of housing development and policy on which project participants will build the new Housing Needs Analysis. The information will be presented in a way to be accessible to all project participants.

Product 3 Updated Buildable Lands Inventory. Identify land within Wilsonville and adjacent UGB areas covered by Wilsonville's Comprehensive Plan available for residential development.

Expected Outcome Identification of the land supply available to meet identified housing needs.

Product 4 Data gathering and analysis. Interim report. Gather housing and demographic data from professionally accepted sources and provide analysis. Some data analysis and report will occur later in 2023 outside the timeframe allowed for the current grant. An interim report on data findings and analysis progress will be provided prior to the deadline required by the grant.

Expected Outcome Data-driven information to help identify Wilsonville's housing needs.

Product 5 (supporting) Meetings and Hearings as established by Outreach Plan (Product 1)

Expected Outcome Project guidance from the public, stakeholders, City staff, Planning Commission

Product 6 (supporting) Contingency and General Project Management for Products 1-5

Expected Outcome Support of successful completion of Products 1-5

During the final seven months of the project, beyond this grant request, products will include the conclusion of outreach, further data gathering and analysis, drafting policy recommendations, compliance findings and work, and taking the HNA through the City adoption process. The expected outcome of these additional seven months of work will be a complete and adopted HNA that builds on years of housing work and provides the foundation for additional housing work, including a Housing Production Strategy project in 2024.

C. Work Program, Timeline and Payments

The work program, timeline, and payment information below represent the first five months of a twelve-month project.

	RFP, Consultant Selection Etc.		Nov-Dec-2022
Product 1	Outreach Plan and Initial Outreach		Jan-Mar 2023
Task 1	Outreach analysis and strategy recommendations		
Task 2	Outreach groundwork		
Task 3	Specific outreach efforts identified in plan		
		Consultant Costs	\$12,000
		City Staff	\$6,000
		City Match	\$2,000
		Grant Request	\$16,000
		Total Product 1 Budget	\$18,000
Product 2	Background Research Memorandum		Jan-Feb 2023
Task 1	Research background including development, past needs, and policy		
Task 2	Draft Memo 1		
Task 3	Draft Memo 2		
Task 4	Final Memo		
		Consultant Costs	\$5,000
		City Staff	\$2,000
		City Match	\$500
		Grant Request	\$6,500
		Total Product 2 Budget	\$7,000
Product 3	Updated Buildable Lands Inventory		Mar-Apr 2023
Task 1	Review current inventory		
Task 2	Prepare preliminary BLI map of vacant, partially developed, and underbuilt residential land		
Task 3	City staff review of preliminary BLI map		
Task 4	Work with partner agencies (Metro, County, state) to develop and verify reasonable unit capacity for different zoning areas		
Task 5	Draft BLI Map 1		

Task 6	Draft BLI Map 2		
Task 7	Final BLI Map		
		Consultant Cost	\$7,000
		City Staff	\$4,000
		City Match	\$1,000
		Grant Request	\$10,000
		Total Product 3 Budget	\$11,000
Product 4	Data Gathering and Analysis. Interim Report.		Mar-May 2023
Task 1	Collect population and housing data from City, Metro, counties, and Census, etc.		
Task 2	Collect private market data		
Task 3	Analyze housing supply trends		
Task 4	Analyze demographic trends		
Task 5	Analyze population and employment forecasts		
Task 6	Interim Report Draft 1		
Task 7	Interim Report Draft 2		
Task 8	Final Interim Report		
		Consultant Cost	\$10,000
		City Staff	\$4,000
		City Match	\$1,000
		Grant Request	\$13,000
		Total Task 4 Budget	\$14,000
Product 5	Meetings		Jan-May 2023
Task 1	2 Planning Commission Work Sessions		
Task 2	2 City Council Work Sessions		
Task 3	Meetings with City Staff		
Task 4	Stakeholder Meetings		
		Consultant Cost	\$5,000
		City Staff	\$5,000
		City Match Total	\$1,500
		Grant Request	\$8,500
		Total Product 5 Budget	\$10,000
Product 6	Contingency and General Project Management		Throughout Project
		Consultant Cost	\$5,000
		City Staff	\$10,000
		City Match Total	\$2,500
		Grant Request	\$12,500
		Total Product 7 Budget	\$15,000

		Total for Project	
		Consultant Costs	\$56,000
		City Staff	\$31,000
		City Match Total	\$8,500
		Misc. Direct Expenses	\$5,000
		Grant Request	\$66,500
		Total Project Budget	\$75,000

Payment Schedule: March 2023 - \$28,500
 June 2023 - \$38,000

D. Evaluation Criteria

1. *Project Objectives.*

The Project Objectives are clearly stated in Section A. above. The project outcomes, as stated in Section B. above, support the project objectives.

2. *Program Priorities (HB 2003 HNA)*

Upcoming Deadline

The City is required to adopt its updated HNA by December of 2023. This means the City must begin work on the HNA during the first half of 2023. The HNA will be completed during the latter part of 2023 using other funding outside this grant request.

Outdated HNA

The City’s current HNA is considered outdated. The City last adopted a HNA in 2014, which will be 8 years old at the time of the planned HNA update work.

Fast Growing Cities

Wilsonville has for years been one of the fastest growing cities in Oregon. From 2015 to 2020 the City grew by 13.31 percent. The City anticipates the growth to continue both through development of additional housing within the current City limits and residential growth in new urban areas.

Severely Rent-Burdened Cities

With 21.6 percent of renters severely rent burdened per the 2021 DLCD report, the City is not considered severely rent-burdened by the State. However, the City still has a great need to provide housing options for current and future residents to prevent an increasing percent of renters becoming severely rent burdened.

3. *Project Description*

Sections A.-C. above provide an appropriately thorough outline of the City's approach, budget, products, and timing for the 2023 Wilsonville Housing Needs Analysis. The approach is based on past experience with similar projects and seeks to build upon years of housing policy work.

4. *Grantee Capacity*

The project is part of Wilsonville's work program. The presence on the work program ensures adequate staff is scheduled to support as well as ensure time is allotted on the Planning Commission and City Council calendars to provide guidance to the project. The City has a strong history of having adequate capacity for grant-funded projects, and this will continue with this project.

5. *Leverage*

The City of Wilsonville is committed to project success. For this grant request the City is committing 11% of the project cost, in the form of staff time. This is a lower percent than other DLCD grant-funded projects the City has done, but for a specific reason. Only about half of the project will occur within the 2021-23 biennium, with the remainder occurring in the latter half of 2023. The City is committed to fully funding the second half of project that occurs after the biennium unless other funding is secured. This commitment to fund the second half of the project represents a substantial local match that leverages the funds appropriated by the legislature during this biennium.

E. Project Partners

Wilsonville has a history of strong relationships with Clackamas County, Metro, and West Linn-Wilsonville schools. This is particularly true in growth forecasting and data. The City plans on engaging with government partners on the forecasting and data. In addition, the City has developed a partnership with non-profit community organizations around outreach. The City will continue these important engagement partnerships as part of this project.

F. Advisory Committees

Wilsonville's Planning Commission will be the primary advisory committee. Unlike other jurisdictions, the Planning Commission only focuses on legislative policy matters with the Development Review Board doing quasi-judicial land use review. Wilsonville's Planning Commission is uniquely qualified to handle a project such as this. They have served as the advisory committee and committee for citizen involvement on a number of major housing-related projects in recent years including the City's Equitable Housing Strategic Plan, Middle Housing in Wilsonville project, and master planning in Frog Pond. The Planning Commission anticipates at least two work sessions during the grant-funded portion of the HNA project. In addition, the Planning Commissioners regularly attend the public events and assist in public outreach.

G. Cost Sharing and Local Contributions

For this grant request the City is committing 11% of the project cost, in the form of staff time. This is a lower percent than other DLCD grant-funded projects the City has done, but for a specific reason. Only about half of the project will occur within the 2021-23 biennium, with the remainder occurring in the latter half of 2023. The City is committed to fully funding the second half of the project that occurs after

the biennium unless other funding is secured. This commitment to fund the second half of the project represents a substantial cost share and local contribution.

Local Official Support

The Wilsonville City Council has a strong history supporting planning projects around housing, including the 2020 Equitable Housing Strategic Plan and subsequent implementation efforts. On July 19th, the City Council is scheduled to pass a resolution supporting this grant application.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 19, 2021	Subject: Resolution No. 2912 Council Support of Oregon Department of Land Conservation and Development (DLCDC) Grant Application for Additional Funding of Housing Affordability Components of the Frog Pond East and South Master Plan Staff Member: Daniel Pauly, AICP, Planning Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 2912.		
Recommended Language for Motion: I move to approve Resolution No. 2912		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A Resolution supporting a grant application to the Oregon Department of Land Conservation and Development (DLCDC) to fund consultant cost and City staff costs for additional work on housing affordability components of the Frog Pond East and South Master Plan.

EXECUTIVE SUMMARY:

The City is just kicking off the Frog Pond East and South Master Plan. The \$540,000 master-planning effort is funded by a combination of a Metro grant of \$350,000 and a City contribution of \$190,000. The Metro and City-funded scope of this master-planning project includes three specific housing affordability components: an affordable housing needs assessment and production strategy for the area, exploring methods to encourage more Accessory Dwelling Unit's (ADUs) and exploring variable rate System Development Charges (SDCs) to reduce costs for smaller housing units. Approximately \$127,000, or 23.5%, of the total project cost are dedicated to these project components.

City staff sees budget constraints affecting these affordable housing project components, as they need to be balanced with other project requirements. Additional State funding dedicated to these project components would enable the City to enhance the amount of research, analysis, and targeted outreach for the components. The additional research, analysis, and targeted outreach would better refine these project components and make them more implementation ready.

On June 30, City staff submitted a proposal requesting \$81,000 in State grant funds. The grant funds will cover consultant costs and related expenses as well added city staff cost for the enhanced scope of the housing affordability project components.

The grant application requires City Council indicate support for the grant application by resolution prior to grant award. Resolution No. 2912 satisfies this requirement.

EXPECTED RESULTS:

Council support of a request for funds to support additional work on housing affordability components of the Frog Pond East and South Master Plan.

TIMELINE:

City staff submitted the grant at the end of June. The State will announce grant awards in the coming weeks. The City will work with the State to begin work on the grant-funded portions of the project scope in the coming months.

CURRENT YEAR BUDGET IMPACTS:

Overhead for CIP # 3001 covered the cost of preparing the grant application. The 2021-2022 budget for CIP #3001 (Frog Pond) would need to be adjusted to reflect additional State grant funding.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 7/14/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/15/2021

COMMUNITY INVOLVEMENT PROCESS:

The proposed enhancement of certain project components includes an increase in community involvement.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The grant funds will allow improvement of important components of the Frog Pond East and South Master Plan that relate to the City's housing affordability efforts.

ALTERNATIVES:

The main alternative is to not pursue additional funding and keep the scope of the housing affordability components of the Frog Pond East and South Master Plan as they are.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2912
2. Grant Application Submitted June 30, 2021

RESOLUTION NO. 2912

A RESOLUTION OF THE CITY OF WILSONVILLE SUPPORTING A 2021-23 PLANNING ASSISTANCE DIRECT GRANT APPLICATION TO THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR ADDITIONAL FUNDING OF HOUSING AFFORDABILITY COMPONENTS OF THE FROG POND EAST AND SOUTH MASTER PLAN.

WHEREAS, the City of Wilsonville is dedicated to addressing housing affordability; and

WHEREAS, the Frog Pond East and South Master Plan project has components that specifically address housing affordability including: an affordable housing needs assessment and production strategy for the project area, exploring methods to encourage more ADUs, and looking at adoption of variable rate SDCs to lessen costs of smaller units; and

WHEREAS, constrained funding of these project components limits the amount of research, analysis, and targeted outreach to support them; and

WHEREAS, additional funding to increase the amount of research, analysis, and targeted outreach would benefit the outcome of these project components by making them more refined and implementation ready; and

WHEREAS, the adopted State budget for the 2021-2023 biennium includes funds for grants to local governments to complete housing-related work, including specific housing implementation actions such as those in the Frog Pond East and South Master Plan; and

WHEREAS, the housing affordability components of the Frog Pond East and South Master Plan align with the grant program's objective to support promising actions of local governments that address housing needs, particularly affordable housing needs; and

WHEREAS, the City desires to take advantage of the budgeted grant funds to support housing affordability components of the Frog Pond East and South Master Plan by requesting \$81,000 in grant funds; and

WHEREAS, the City will bear the cost of approximately \$57,000 in staff time to support housing affordability project components; and

WHEREAS, approximately \$70,000 of Metro grant funds will go towards consultant costs for housing affordability project components; and

WHEREAS, a requirement of the State grant is to have a resolution of support of the grant application and this resolution serves that purpose for the City's grant application.

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

1. Support for the 2021-2023 Planning Assistance Direction Grant Application to the Oregon Department of Land Conservation and Development for the additional funding of housing affordability components of the Frog Pond East and South Master Planning.
2. Commitment of adequate City staff and resources to support the grant-funded work.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



Department of Land Conservation and Development

2021-23 PLANNING ASSISTANCE DIRECT GRANT APPLICATION

Please complete each section in the form below. Type or write requested information in the spaces provided. **Submit completed applications by June 30, 2021.**

Date of Application: June 30, 2021

Applicant: City of Wilsonville

(If council of governments, please also include the recipient jurisdiction name if applicable)

Street Address: 29799 SW Town Center Loop East

City: Wilsonville OR

Zip: 97070

Contact name and title: Daniel Pauly AICP, Planning Manager

Contact e-mail address: pauly@ci.wilsonville.or.us

Contact phone number: 503-570-1536

Requested Service:

		Grant request amount (in whole dollars):
HB 2001 Code Assistance	<input type="checkbox"/>	\$
Housing Needs Analysis (HNA)	<input type="checkbox"/>	\$
Housing Production Strategy (HPS)	<input type="checkbox"/>	\$
Housing Implementation Plan (Note: not an HNA or HPS)	<input checked="" type="checkbox"/>	\$81,000

Total grant request amount (in whole dollars): \$81,000

Local Contribution (recommended but not required): \$57,000 (City staff), \$70,000 (Metro grant)

Project Title:

Enhancement of Frog Pond East and South Master Plan Affordable Housing and Infrastructure Financing Components

Project summary: (Summarize the project and products in 50 words or fewer)

Additional in-depth research, analysis, and targeted outreach to enhance and make more implementation ready certain components of the Metro and City-funded Frog Pond East and South master-planning project. These components include an affordable housing needs assessment and strategy, encouraging ADUs, and variable rate SDCs.

Project Description & Work Program

Please describe the proposed project, addressing each of the following in an attachment.

A. Goals and Objectives. The purpose of these projects are to assist affected jurisdictions in the implementation of House Bill 2001 and House Bill 2003 [2019]. For each type of assistance offered, the Project Goal is listed below:

House Bill 2001 – Middle Housing Code Update

The primary objective of this Project is to prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments for cities to comply with the provisions of House Bill 2001 (2019 Legislative Session) regarding middle housing by June 30, 2022.

House Bill 2003 – Housing Needs Analysis

The primary objective of this Project is to prepare hearings-ready draft comprehensive plan amendments to update the Housing Needs Analysis (pursuant to ORS 197.296) for the City. City adoption of the amendments is not required prior to project completion on or before June 30, 2023.

House Bill 2003 – Housing Production Strategy

The primary objective of this Project is to prepare a Housing Production Strategy as described in ORS 197.290 and [OAR 660-008-0050](#) that outlines how a city plans to promote the actual production of needed housing identified in an adopted Housing Needs Analysis (HNA).

House Bill 2003 – Housing Implementation Plan

The primary objective of this project is to prepare a plan identifying or implementing the most promising actions a local government can take to address its' identified housing needs, especially to meet subsidized housing needs. This document is not identified in statute or administrative rule, and it may encompass any housing-related issue that is neither a housing needs analysis nor housing production strategy.

Please state any additional goals or overall purposes of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Clearly describe the product(s) and outcome(s) expected from the proposed project. Briefly describe any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with federal requirements, socioeconomic gains, and other relevant factors.

C. Work Program, Timeline & Payment. A sample work program is provided in a separate attachment for your convenience and to outline the fundamental steps necessary to complete the work products listed above. Local governments should review this sample to develop a comprehensive work program that best fits their community. Per Statewide Planning Goal 1, Public Involvement, public engagement is a necessary component of any planning process, but may be adjusted by the local

government. Please also provide a preliminary schedule for the project, with identified target completion dates for each task. If other changes are necessary, please consult with your Regional Representative.

Please note that applicants are expected to submit detailed proposals that specify the work tasks, products, and timelines unique to their proposal. The attached sample work programs are not complete and will require refinement to suit specific proposals. Priority will be given to proposals that provide well-defined tasks, products, and timelines.

1. Tasks and Products: List and describe the major tasks and subtasks, with:

- The title of the task
- Steps to complete task
- The interim and final products for each task

2. Timeline: List all dates for the project including tentative start date after the contract is signed, task completion dates, and project completion date. Please note that this project must be completed by the end of the biennium – June 30, 2023. If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.

3. Payment Schedule: Develop a requested payment schedule showing amount of interim and final payments. Include the products that will be provided with each payment request – contracts should be “deliverables-based.” The payment schedule should be no more frequent than once every two months.

D. Evaluation Criteria. Include a statement in the narrative that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).

E. Project Partners. List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.).

F. Advisory Committees. List any advisory committee or other committees that will participate in the project to satisfy the local citizen involvement program.

G. Cost-Sharing and Local Contribution. DLCD funds may comprise a portion of overall project costs; if so, please identify sources and amounts of other funds or services that will contribute to the project’s success. Cost-sharing (match) is not required.

Will a consultant be retained to assist in completing grant products? Yes No

Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes No

Local Official Support

The application **must include a resolution or letter from the governing body** of the city or county demonstrating support for the project. If the applicant is a council of governments on behalf of a city, a letter or resolution from the city council supporting the application must be included. *The application will not be complete if it does not include this item.* The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.

Product Request Summary

Product	Grant Request	Local Contribution	Total Budget
1	\$ <u>10,000</u>	\$ <u>27,000</u>	\$ <u>37,000</u>
2	\$ <u>6,000</u>	\$ <u>13,000</u>	\$ <u>19,000</u>
3	\$ <u>65,000</u>	\$ <u>87,000</u>	\$ <u>152,000</u>
TOTAL	\$ <u>81,000</u>	\$ <u>127,000</u>	\$ <u>208,000</u>

Submit your application with all supplemental information to:

Gordon Howard, Community Services Division Manager

E-mail: DLCD.GFGrant@state.or.us

Please note that due to public health concerns, we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible to make arrangements.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

Sean Edging, Housing Policy Analyst
sean.edging@state.or.us or (971) 375-5362

If you have questions about the Grant Program or application process, please contact:

Angela Williamson, Grants and Periodic Review Administrative Specialist
angela.williamson@state.or.us or (971) 345-1987

APPLICATION DEADLINE: June 30, 2021

2021-2023 Technical Assistance Grant Application Narrative City of Wilsonville

A. Project Goals and Objectives

The City is just kicking off a Metro grant-supported project to master plan an area added to the Urban Growth Boundary in 2018. The Metro and City-funded scope of this master-planning project includes an affordable housing needs assessment and production strategy for the area, exploring methods to encourage more ADU's and variable rate SDCs and potentially other innovative funding mechanisms. Funding is in place and work is scheduled to occur beginning later this summer extending through 2022. City staff sees budget constraints affecting these affordable housing project components, as they need to be balanced with other project requirements. At the same time, the City Council is actively seeking to address affordable housing by partnering in the development of housing and removing regulatory barriers to the production of a variety of smaller units. Additional DLCD grant funding dedicated to these project components would enable the City to enhance the components by providing significantly more resources for research and analysis as well as targeted outreach. Doing so will help ensure the project components will produce "implementation ready" policies both for the City's use and for replication in other jurisdictions. The majority of the requested DLCD grant funding, \$65,000 of \$81,000, will focus on the important SDC and infrastructure funding component.

The additional project resources funded through a DLCD grant would greatly support the project components' goals of providing a variety of housing choices for varying needs and income levels and providing access to housing for historically excluded groups. This will continue to build on years of housing work by the City to support goals and policies shared by the City, Metro, and the State. The State grant funds to support these affordable housing project components would leverage funds from both Metro and the City of Wilsonville to support shared goals related to equity and housing access. The City feels strongly this project has the potential for a strong ripple effect on growing cities throughout Oregon.

The City would amend the current contract for the master-planning project with Angelo Planning Group and subconsultants Centro Cultural of Washington County (outreach), ECONorthwest (housing research and analysis), and Leland Consulting (financing) to cover the expanded DLCD grant-funded work. The City has confirmed with the consultants their availability to do the additional work.

B. Products and Outcomes

Product 1 Affordable housing analysis and strategies. This product will begin with the analysis of affordable housing needs in the project area, including public outreach analysis of housing data. The identified needs will lead to an area-specific affordable housing production strategy. An affordable housing opportunities and constraints memo for the UGB expansion area will be prepared to summarize findings. In addition, specific strategies will be drafted for incorporation into the larger master plan document to set the stage for implementation. For the DLCD grant, an additional memo will be prepared to account for the additional stakeholder outreach, in-depth research, and analysis the grant enabled and the specific impact on the product.

Expected Outcomes Understanding of the affordable housing needs for the subject area and implementation-ready production strategies for affordable housing that can also be replicated elsewhere.

Product 2 Exploration of encouraging more ADU's leading to a package of recommended development code and/or regulatory changes. For the DLCD grant, a memo will be prepared to account

for the additional stakeholder outreach and in-depth analysis the grant enabled and the specific impact on the product.

Expected Outcome Specific actions to better enable and encourage ADU development in a new urban area to help meet housing needs.

Product 3 Package of recommended SDC code updates and other infrastructure funding strategies focused on the equitable distribution of infrastructure costs for a diverse housing stock. The product will begin with identifying research topics and performing necessary research and outreach. The product involve numerous work sessions with a cross-disciplinary City team and the City’s Planning Commission and City Council. The recommended package will be proceeded by a robust memo discussing different SDC and other funding options. For the DLCD grant, an additional memo will be prepared to account for the grant-enabled additional research, stakeholder interviews, data gathering and analysis, and polishing of recommended strategies to make them implementation ready.

Expected Outcome Equitable distribution of infrastructure costs focused on removing barriers to production of needed housing, particularly smaller and less expensive housing. The outcome includes specific strategies for the subject Master Plan areas and evaluation of options that can be replicated elsewhere in the City and in other jurisdictions throughout the State.

C. Work Program, Timeline and Payments

	Amending consulting contract		July-Aug 2021
Product 1	Affordable Housing Analysis		Sept 2021-Aug 2022
Task 1	Expansion-area analysis of affordable housing needs and production strategies affordable housing and affordable housing needs.		
Task 2	Affordable housing opportunities and constraints memo Draft 1		
Task 3	Affordable housing opportunities and constraints memo Draft 2		
Task 4	Affordable housing opportunities and constraints memo Final		
Task 5	Selection of affordable housing strategies to implement		
Task 6	DLCD Grant impact memo		
		Consultant Costs for Grant Request	\$7,000
		City Staff Cost for Grant Request	\$3,000
		Total Grant Request	\$10,000
		Metro Contribution	\$17,000
		City Contribution	\$10,000
		Total Product 1 Budget	\$37,000

Product 2	Exploration of Encouraging More ADU's		October 2021-Aug 2022
Task 1	Analysis of demand and potential rents for ADUs, opportunities and constraints to ADU production		
Task 2	Outreach to ADU stakeholders including developers and potential tenants		
Task 3	ADU Market and Opportunities Memo Draft 1		
Task 4	ADU Market and Opportunities Memo Draft 2		
Task 5	ADU Market and Opportunities Memo Final		
Task 6	Package of recommended development code and/or regulatory changes		
Task 7	DLCD Grant impact memo		
		Consultant Costs for Grant Request	\$5,000
		City Staff Cost for Grant Request	\$1,000
		Total Grant Request	\$6,000
		Metro Contribution	\$8,000
		City Contribution	\$5,000
		Total Product 2 Budget	\$19,000
Product 3	Exploration of Housing SDC and related infrastructure financing options		November 2021-October 2022
Task 1	Identify research topics		
Task 2	Research and data gathering		
Task 3	Outreach and stakeholder interviews		
Task 4	Work sessions with City staff, Planning Commission, and City Council		
Task 5	SDC options and infrastructure funding evaluation memo Draft 1		
Task 6	SDC options and infrastructure funding evaluation memo Draft 2		
Task 7	SDC options and infrastructure funding evaluation memo Final		
Task 8	Package of recommended SDC code updates and other housing-focused infrastructure funding strategies		

Task 9	DLCD Grant impact memo		
		Consultant Costs for Grant Request	\$45,000
		City Staff Cost for Grant Request	\$20,000
		Total Grant Request	\$65,000
		Metro Contribution	\$45,000
		City Contribution	\$42,000
		Total Product 3 Budget	\$152,000
		Total for Project	
		Consultant Costs for Grant Request	\$57,000
		City Staff Cost for Grant Request	\$24,000
		Total Grant Request	\$81,000
		Metro Contribution	\$70,000
		City Contribution	\$57,000
		Total Budget for Products	\$208,000

Payment Schedule: May 2022 - \$26,000
 November 2022 - \$55,000

D. Evaluation Criteria

1. Project Objectives

The Project Objectives are clearly stated in Section A. above. The project outcomes, as stated in Section B. above, support the project objectives.

2. Program Priorities (HB 2003 Housing Implementation Plans)

Achieving More Affordable, Fair, and Equitable Housing Outcomes

The requested grant funds will help continue to build on years of housing work by the City to support equitable housing goals and policies shared by the City, Metro, and the State. Research and outreach will produce specific strategies to achieve housing variety in a new urban area that meet specific needs for affordable housing options. A focus is on producing smaller and less expensive units, including ADU's. Extensive effort is planned to ensure SDC policy and infrastructure funding, and its impact on housing outcomes, is fair and equitable.

1. Project Description

Sections A.-C. above provide an appropriately thorough outline of the City's approach, budget, products, and timing for the project component for which the City is requesting grant support. The approach is based on past experience with similar projects and seeks to build upon years of housing policy work.

2. Grantee Capacity

The grant-supported work will be integrated into the larger project that is a focus of Wilsonville's work program. The prioritization of this project on the work program ensures adequate staff is scheduled to support as well as ensure time is allotted on the Planning Commission and City Council calendars to provide guidance to the project. The City has a strong history of having adequate capacity for grant-funded projects, and this will continue with this project.

3. Leverage

The grant funds will leverage a significant investment the City of Wilsonville and Metro are making. For the project components for which grant funding is requested the City will contribute \$57,000 and Metro will contribute \$70,000 for a total of \$127,000. In addition, the City and Metro are investing a total of \$540,000 in the broader master-planning project.

E. Project Partners

Wilsonville has a history of strong relationships with Clackamas County, Metro, and West Linn-Wilsonville schools. All will be partners on the Frog Pond East and South Master Plan project including the components on which the City requests DLCD grant support. Metro, in particular, is a major partner with a Metro grant funding a large portion of the project.

F. Advisory Committees

Wilsonville’s Planning Commission is the primary advisory committee for the Frog Pond East and South Master Plan project. Unlike other jurisdictions, the Planning Commission only focuses on legislative policy matters with the Development Review Board doing quasi-judicial land use review. Wilsonville’s Planning Commission is uniquely qualified to handle a project such as this. They have served as the advisory committee and committee for citizen involvement on a number of major housing-related projects in recent years including the City’s Equitable Housing Strategic Plan, Middle Housing in Wilsonville project, and previous master planning in Frog Pond.

G. Cost Sharing and Local Contributions

The requested \$81,000 in DLCD grant funds will supplement \$127,000 of City and Metro grant funds already dedicated to the subject products and tasks. In addition, the City and Metro are investing a total of \$540,000 in the broader master-planning project.

Local Official Support

The Wilsonville City Council has a strong history supporting planning projects around housing, including the 2020 Equitable Housing Strategic Plan and subsequent implementation efforts. On July 19th, the City Council is scheduled to pass a resolution supporting this grant application.

June 28, 2021

To the Mayor and City Council
City of Wilsonville

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Wilsonville for the year ended June 30, 2021. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities Under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated June 28, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free from material misstatement. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City of Wilsonville's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City of Wilsonville's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City of Wilsonville's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City of Wilsonville's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City of Wilsonville's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI), which includes the management's discussion and analysis, schedule of funding progress and employer contributions – other postemployment benefit plans, schedule of the city's proportionate share of the net pension liability (asset), and schedule of the city's contributions, to supplement the basic financial statements. Our responsibility with respect to the items listed above, and which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on required supplementary information other than the items listed above, and other supplementary information, such as combining schedules and budgetary comparison schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Tonya Moffitt is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Honorable Mayor, City Council and management of the City of Wilsonville and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully,

Merina+Co

Merina+Co
Tualatin, Oregon
Focused on Your Wants and Understanding Your Needs

June 28, 2021

To the Agency Officials
Urban Renewal Agency of the City of Wilsonville

We are engaged to audit the financial statements of the governmental activities and each major fund of the Urban Renewal Agency of the City of Wilsonville, a component unity of the City of Wilsonville for the year ended June 30, 2021. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated June 28, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free from material misstatement. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI), which includes the management's discussion and analysis, to supplement the basic financial statements. Our responsibility with respect to the items listed above, and which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on supplementary data, such as budgetary comparison schedules which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

As part of our audit, we will consider the internal control of the Urban Renewal Agency of the City of Wilsonville. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Tonya Moffitt is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Agency Officials and management of the Urban Renewal Agency of the City of Wilsonville and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully,



Merina+Co
Tualatin, Oregon
Focused on Your Wants and Understanding Your Needs



JUNE 2021

MONTHLY REPORT

From The Director's Office

Wild in the City

It was a sunny day at the end of May when a resident in Morey's Landing looked out their back window and saw what appeared to be a black bear traversing the edge of the canyon on the west edge of the park at the Water Treatment Plant. He snapped the attached photo, which indeed turned out to be a juvenile black bear curiously looking around. It is not uncommon this time of year for young bears to be driven out of their pack in search for new territory that they can call their own. The Willamette River riparian area is a major wildlife corridor, and animals such as deer, coyotes, cougars, and bobcats have been regularly sighted in the community—but to my knowledge, not bears!!

While Morey's Landing is named in recognition for Walt Morey, whose summer vacation home was historically located at the site and who wrote the famous young adult novel *Gentle Ben*, this bear sighting was a surprise to all of us

who have been in this community for a long time. I have worked in Wilsonville for over 25 years, and in that time have never heard firsthand observations of bears in the community.

Immediately following the observation, the City sent out information on social media to warn and update the community about the importance of minimizing the presence of attractants at home. Later that day, the bear was seen inside the neighborhood, which is a very scary situation as children and pets are present virtually everywhere. The Oregon Department of Fish and Wildlife (ODFW) is the regulatory agency and confirmed sightings should be reported to (971-673-6028).

If you encounter a bear, it is important to stay alert, don't run, keep dogs on leashes, and make noise when traversing natural areas. Other tips include hiking in groups and being sure your home is wildlife proof by storing pet food in animal proof containers and never feeding wildlife. Having the opportunity to interact with wildlife close to home is one of the amazing things that makes life in Wilsonville special.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director



Building Division

ADA in Plumbing

Anthropometrics. “An-throw-poh-metrics” is the scientific study of the measurements and proportions of the human body.

So what does a plumbing inspector know or care about such a topic? Well, quite a lot actually. The Americans with Disability Act, or ADA as it is commonly known, is based on this information. Every ADA plumbing fixture is designed and installed in a manner that will accommodate limitations in reach, leverage, flexibility, or vision. ANSI 117.1 is our basic standard for “all things ADA.” It is full of drawings and photos that give us the dimensions and designs for the installation of ADA compliant plumbing fixtures. How did the ANSI standard arrive at such dimensions? They measured the average human body.

A disabled person who uses a wheelchair needs a dimensional square of 30” x 48”. This allows room for the person to access their environment while using the wheelchair. Doorways, passageways, restrooms and toilet stalls must be large enough to permit a wheelchair to have the minimum room it requires for access and proper use. Measurements that accommodate reach, both forward (high and low) and sideways (high and low) ensure that fixture controls and drains are “within reach.” Minimum heights for the underside of sinks allow for the knee and toe clearances needed by a person using a wheelchair. Showers are manufactured for body transfer style (wheelchair to shower seat) and full roll-in style. The shower water controls are placed so that they can be reached by the user whether on a seat or a wheelchair.

Toilets are a world of their own. The difference between a wall hung toilet and floor mounted toilet can mean a lot to the toes of a person in a wheelchair. It is critical to locate the toilet no more than 18” from a side wall. This is because, similar to a gymnast exercising with the “rings,” a disabled person must leverage themselves to transfer from the chair to the toilet. This takes a lot of upper body strength and if the handrail or toilet is not within the maximum distance allowed it becomes impossible to use the fixture.

We all have seen a dual height drinking fountain. Most would guess that the lower fountain is placed for a wheelchair user to have access. But did you know the upper fountain is also required to be installed at a minimum height? This is to make it easier for a disabled person who cannot easily bend over to use the fixture.

ANSI 117 standardizes these measurements for the beneficial use of the disabled. In addition to these, there are many other plumbing fixtures that have been carefully designed and engineered to follow ADA rules. Next time you see an accessible plumbing fixture say the word “anthropometrics” out loud. And if the person next to you looks at you funny, explain it to them.

—Mike Ditty, Building Inspector/Plans Examiner



Engineering Division, Capital Projects

5th Street/Kinsman Road Extension (1139/2099/4196)

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and the installation of a portion of the Ice Age Tonquin Trail. Sewer, storm, and water utility installation is underway. Construction of the Tonquin Trail boardwalk foundations (pictured right) has begun. Construction will continue through January 2023 .



Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Three bids were received by the June 2 deadline: Pleasant Hill Development Company submitted the lowest responsive bid. The contract was awarded internally by the Engineering Division due to its lower amount. Construction will last approximately two weeks and will begin after July 1 but will not extend past the end of September 2021.

Boeckman Dip Bridge (4212/7065)

The funding plan for the Boeckman Dip Bridge project was approved at the June 7 Council meeting. Staff are preparing to come back to Council to discuss and request approval to move forward with alternative project delivery (similar to what was recently approved for the WTP expansion).

Crosswalk Enhancement Assessment (4717)

This project studies nine existing or proposed crosswalk locations throughout the city and will recommend new safety measures or enhancements for each crossing. Kittelson & Associates will be performing assessment activities that began in June and will continue to the end of September 2021.

Elligsen Well Facility Rehab and Upgrades (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Elligsen well house, including piping, electrical, instrumentation and controls, and mechanical systems. Design work started in January 2021 and will continue through the summer. Construction work is tentatively scheduled to begin late summer and continue through fall 2021.

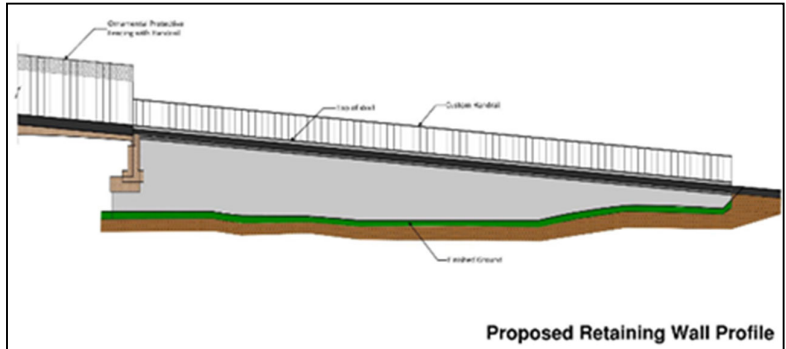
Garden Acres Road (4201)

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. The WWSP 66" raw water pipeline work is complete. Roadway construction on Garden Acres Road is complete. Final corrective work is underway with completion expected by the end of June.

Engineering Division, Capital Projects

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Public engagement on retaining wall designs for the west side bridge approach along Boones Ferry Road wrapped up on June 6. The design team is proceeding with 60% design of the bridge and plaza based on Planning Commission and City Council feedback in March. Preliminary 60% design documents are expected in June 2021.



Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July 2020 and is anticipated to be completed in July 2021.

Old Farm Road Phase I (1500/2500/4500/7500)

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction began in June and is anticipated to be completed by December 2021.

Raw Water Facility Improvements

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe. The picture to the right shows the 8-inch ductile iron water pipe hung on the Arrowhead Creek Bridge.



Rivergreen & Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith. Design will be completed by December 2021, with construction anticipated for completion in 2022.

Street Maintenance Project 2021 (4014/4118/4725)

Construction began in July 2021 on Town Center Loop and Park Place. Staff are currently working with the contractor to review traffic control plans and materials submittals.

Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A CMGC alternative contracting method was approved by City Council. An engineering contract was awarded in July 2020. The 30% design is complete, to be followed by a CMGC solicitation process. Final design will be completed in coordination with the CMGC in 2021, followed by construction through 2022-2023.

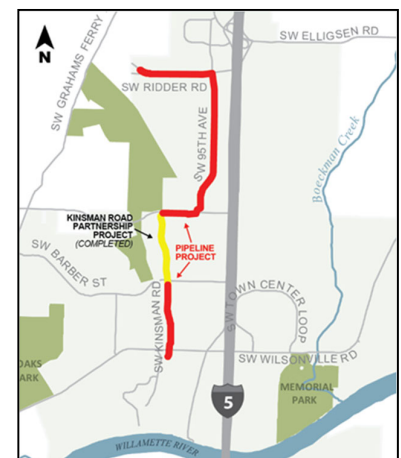
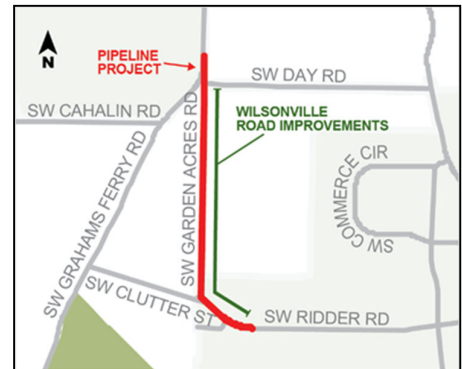
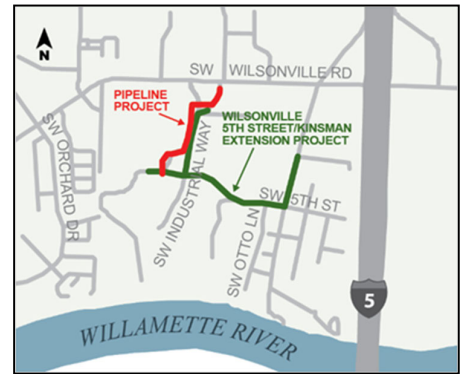
WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM 1.1)** The Willamette Water Supply Program's (WWSP) PLM_1.1 project consists of 1,400 feet of 66-inch diameter pipeline that began construction in the fall of 2019. The pipeline starts near the Willamette River Water Treatment Plant property. It ends at Kinsman Road just south of the Kinsman Road and Wilsonville Road intersection.
 - Construction work is complete.
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)** The WWSP partnered with Wilsonville to construct the PLM_1.2 pipeline with the City's Garden Acres Road Improvements Project.
 - Moore Excavation, Inc. has constructed 3,600 feet of 66-inch pipeline along Garden Acres Road from Ridder Road to just beyond Day Road. Their work included a trenchless undercrossing of Day Road.
 - Pipeline construction is complete. Minor corrective work was completed in June.
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of the Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and it follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
 - 60% design plans have been reviewed by City staff and comments have been returned to WWSP.
 - 90% design plans are expected to be submitted to the City for review in July 2021.

WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by spring of 2022.



Engineering Division, Private Development

Charbonneau Activity Center

This project involves a new building, stormwater facility, and utility connections where a McCormick and Schmicks restaurant had been located in the Village Center area of Charbonneau.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The pre-construction meeting occurred on May 24.

DP Nicoli

DP Nicoli is on its two year maintenance period.

Fir Avenue Commons

This is a ten-unit condominium development in Old Town and it is nearing completion. Several outstanding items need to be addressed on the punchlist.

Frog Pond Ridge

Plans for this 69-lot subdivision north of Frog Pond Meadows are currently under review. West Hills Development and Venture Properties are working on ownership transfer from West Hills to Venture Properties.

Grace Chapel

This project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. The punchlist is complete and the contractor is working on finishing touches and preparing for first services.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punchlist items.

Parkway Woods

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. The project is currently in plan review.

Regional Park 7&8

This is a regional park from Barber Street along Coffee Lake Drive to Villebois Drive. The pedestrian paths, storm level spreader, and open space are nearing completion.

Siena at Villebois Fire Reconstruction

Onsite construction is steady at Siena at Villebois. The contractor has a few items to fix before the final walk-through.

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. The permit has been issued and work began the week of May 24.

Wood Middle School

Additions to Wood Middle School will require a stormwater facility. The contractor will be working on the interior modifications while school is out of session. The storm facility will be constructed in the fall.

Engineering Division, Natural Resources

Celebrating Pollinators!

National Pollinator Week was June 21–27. However, it is never too late to celebrate pollinators and recognize the critical role they play in sustaining life on Earth. Birds, bats, bees, butterflies, beetles, and small mammals that pollinate plants are responsible for bringing us one out of every three bites of food. They also sustain our ecosystems and produce our natural resources by helping plants reproduce.

Some steps to help pollinators include:

- Add local native flowering plants in your landscape.
- Choose plants with a variety of colors.
- Choose flowers with different shapes and sizes.
- Choose plants with different flowering times to provide forage all season.
- Select plants with different heights and growth habits.
- Include plants that are favored food for butterfly caterpillars; the loss of foliage is well worth it!
- Reduce or eliminate the use of pesticides (including herbicides).

In August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate. Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with healthy habitat. Bee City USA corresponds with many of the existing “Bee Stewards” program initiatives, such as creating pollinator habitat, adopting an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.



Planning Division, Current

Administrative Land Use Decisions Issued

- 2 Miscellaneous Administrative Reviews
- 1 New Tenant Sign
- 8 Type A Tree Permits (Non-Emergency)
- 4 Type B Tree Permits
- 1 Type C Tree Permit
- 5 Residential building permit land use reviews
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

In June, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Clermont Subdivision (Villebois Phase 5 North)
- Fir Avenue Commons development in Old Town
- Grace Chapel on Parkway Avenue
- New Charbonneau Activity Center
- Panattoni Development Company warehouse on Clutter Road
- Parkway Woods Business Park remodel/site revisions
- Residential subdivisions in Frog Pond West
- Siena Condo Building in Villebois

Development Review Board (DRB)

Neither DRB Panel A or Panel B met in June.

DRB Projects Under Review

During June, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- Approval of vehicle storage area at Mercedes-Benz of Wilsonville
- Land division and zone change for Frog Pond Church
- Modifications to industrial building at 95th Avenue and Hillman Court for Oregon Department of Administrative Services (pictured right)
- Public Works Complex on Boberg Road
- Villebois Village Center development around Piazza Villebois



Ice Storm Tree Damage and Response

During June, the Planning team continued to be a key part of the City's response to extensive tree damage from the February 2021 ice and snow storm. In particular, Assistant Planner Georgia McAlister continued to intake and review tree removal permits and answer questions, especially for industrial and commercial customers. Associate Planner Cindy Luxhoj continued to coordinate the multi-disciplinary response and replanting plan. Public Works continued their work to inventory tree damage.

Planning Division, Long Range

Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

In June, the project team presented a second portion of the proposed code and plan updates to the Planning Commission. The project team also shared an infrastructure analyses with the Planning Commission. On June 17, the City held an Old Town Neighborhood Meeting to discuss the project elements specific to Old Town policies and guidance documents. In addition, the project team continued to refine parking regulations and design standards.



Planning Commission

At their regularly scheduled meeting on June 9, the Planning Commission heard a presentation on the Wilsonville Annual Housing Report, and held two work sessions, one for the Town Center Streetscape Plan and one for the Middle Housing Project. The Commission was very appreciative of the information presented in the Annual Housing Report and reiterated their ongoing concerns about housing costs and providing options for varying housing needs. For the Streetscape Plan work session, the Commission discussed questions concerning location specific design elements as well as different levels of investment. The Planning Commission has one additional work session on the Streetscape Plan scheduled in August prior to a September public hearing. For the Middle Housing work session, the Commission reviewed infrastructure analyses and a second package of draft code and plan text amendments. The Planning Commission is scheduled to hold additional work sessions on Middle Housing in July and August before a public hearing in September.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During June, staff worked with the project consultant, Leland Consulting Group, to begin an assessment of opportunities and constraints on the project site. The project team also began stakeholder outreach to gather information on funding sources available to support development. This information will be summarized into a report to assist with City Council's development of a vision, goals, and priorities for the site at an upcoming work session in September.

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During June, staff coordinated with the project consultant, ECONorthwest, to respond to the questions and suggestions that City Council raised during a work session in May about potential VHDZ implementation in vertical, mixed-use areas of the City that City Council raised during a work session in May. Staff and the consultant will share this compiled information at an upcoming City Council work session on August 2.

Planning Division, Long Range

Wilsonville Town Center Plan

I-5 Pedestrian Bridge

The Town Center project team continued development of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. During June, the project team worked on the detailed design for the bridge and gateway plaza, incorporating feedback received in March from the Planning Commission and City Council. The project team anticipates 60% design to be submitted to the City for review at the beginning of July. A short survey on *Let's Talk, Wilsonville!* was open through June 6 to gather feedback on possible enhancements to the retaining wall for the bridge approach on the west side of the bridge along Boones Ferry Road, providing an opportunity to create a unique visual element visible from Interstate 5. Feedback from this survey will be shared with Planning Commission and City Council at future work sessions for incorporation into the final project design.

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.

Streetscape Plan

At the June 9 Planning Commission work session, the project team presented initial components of the Streetscape Plan to illustrate the overall structure of the plan. The Commissioners provided feedback on which locations in Town Center streetscape investment should be targeted, and of the targeted locations which locations warranted standard, enhanced, or signature levels of design.

Following the Planning Commission work session, the Technical Advisory Committee, consisting of City staff from various departments, met to resolve any technical issues with design elements prior to presenting the draft plan for further review and refinement. The project team will continue to refine the draft and specify exact materials and fixtures to be installed in the future streets of Town Center.

On June 21 the City Council also held a work session on the project. After hearing a presentation from the project team the City Council asked questions and offered support for the direction of the project.



WILSONVILLE TOWN CENTER PLAN



JUNE MONTHLY REPORT

From the Assistant Finance Director, the *Top Three Things* to know about FINANCE in JUNE....

1. FISCAL YEAR END:

The end of the fiscal year has come and gone (June 30), closing out an eventful fiscal year and kicking off a busy summer as Finance Department staff work to complete the end of year process. The process to close out the books will take a few more months as prior year expense invoices come in throughout July and outstanding revenues are accrued for up to 60 days after the year end. Thereafter, accounts are analyzed, reviewed, and reconciled, and financial statements, including the Comprehensive Annual Financial Report are prepared by department staff.

The City's Independent Auditors (the Certified Public Accounting Firm, Merina & Co. LLC) performed their audit fieldwork the last week of June. This on site interim visit serves as a preliminary audit for assurance testing, data collection, and compliance review in order to compress the period needed to complete their final audit (scheduled for November 2021). As part of their annual testing procedures, audit questionnaires were mailed out to all City Councilors for feedback. Audit engagement letters outlining the scope and timing of their annual audit were included in the Council Packet for July 19.

2. STAFFING:

The City has a new Accounts Payable Specialist! Mari Mendez-Sanchez was promoted to the roll in advance of a department retirement. Mari began with the City in April as an Accounting Technician in our Municipal Court. She has been a great addition to our Finance Team in general and is excited about this new opportunity. The City is currently actively recruiting for Finance Director, with Cathy's departure, and a Payroll Accounting Specialist, with long-time employee and current Payroll Specialist Shelly Marcotte retiring in September.

3. MUNIS ERP (Enterprise-Resource-Planning software) IMPLEMENTATION:

The MUNIS implementation rolls on. Utility Billing implementation continues with extensive set up, design work, and data conversion. Finance team members Cricket Jones and Eleesa Aguilar continue to lead the departments charge with enthusiasm and hard work in this endeavor. HCM (Human Capital Management) implementation which includes payroll processing and HR features is in the final stages of implementation testing and is expected to go live by the end of July.

-Keith Katko

City of Wilsonville - Fund Summaries Reporting Month: JUN FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
110 - General Fund				
Taxes	\$ 11,954,800	\$ 11,342,751	\$ 612,049	5%
Intergovernmental	2,415,495	2,487,835	(72,340)	-3%
Licenses and permits	182,750	273,820	(91,070)	-50%
Charges for services	672,610	404,223	268,387	40%
Fines and forfeitures	320,000	175,167	144,833	45%
Investment revenue	163,900	200,350	(36,450)	-22%
Other revenues	745,250	620,926	124,324	17%
Transfers in	4,161,046	4,059,281	101,766	2%
TOTAL REVENUES	\$ 20,615,851	\$ 19,564,351	\$ 1,051,500	5%
Personnel services	\$ 9,334,432	\$ 8,591,257	\$ 743,175	8%
Materials and services	10,544,247	7,289,268	3,254,979	31%
Capital outlay	29,500	33,182	(3,682)	-12%
Transfers out	6,823,062	4,959,317	1,863,745	27%
TOTAL EXPENDITURES	\$ 26,731,241	\$ 20,873,025	\$ 5,858,216	22%
610 - Fleet Fund				
Charges for services	\$ 1,411,703	\$ 1,412,116	\$ (413)	0%
Investment revenue	9,600	13,956	(4,356)	-45%
Other revenues	18,000	11,094	6,906	38%
TOTAL REVENUES	\$ 1,439,303	\$ 1,437,166	\$ 2,137	0%
Personnel services	\$ 788,700	\$ 690,177	\$ 98,523	12%
Materials and services	676,906	560,571	116,335	17%
Capital outlay	65,000	23,676	41,324	64%
Transfers out	2,400	2,400	-	0%
TOTAL EXPENDITURES	\$ 1,533,006	\$ 1,276,823	\$ 256,183	17%
230 - Building Inspection Fund				
Licenses and permits	\$ 950,565	\$ 1,388,232	\$ (437,667)	-46%
Charges for services	9,600	9,600	-	0%
Investment revenue	22,800	38,633	(15,833)	-69%
Transfers in	40,883	40,883	-	0%
TOTAL REVENUES	\$ 1,023,848	\$ 1,477,348	\$ (453,500)	-44%
Personnel services	\$ 1,081,750	\$ 991,757	\$ 89,993	8%
Materials and services	165,347	151,063	14,284	9%
Transfers out	405,321	402,860	2,461	1%
TOTAL EXPENDITURES	\$ 1,652,418	\$ 1,545,681	\$ 106,737	6%
231 - Community Development Fund				
Intergovernmental	\$ 63,000	\$ 34,109	\$ 28,891	46%
Licenses and permits	709,723	1,133,536	(423,813)	-60%
Charges for services	619,450	622,970	(3,520)	-1%
Investment revenue	12,500	38,060	(25,560)	-204%
Other revenues	250	328	(78)	-31%
Transfers in	3,145,331	3,062,994	82,337	3%
TOTAL REVENUES	\$ 4,550,254	\$ 4,891,997	\$ (341,743)	-8%
Personnel services	\$ 3,215,620	\$ 2,808,621	\$ 406,999	13%
Materials and services	712,625	401,558	311,067	44%
Transfers out	584,243	584,243	-	0%
TOTAL EXPENDITURES	\$ 4,512,488	\$ 3,794,423	\$ 718,065	16%
240 - Road Operating Fund				
Intergovernmental	\$ 1,886,000	\$ 1,566,347	\$ 319,653	17%
Investment revenue	2,000	23,435	(21,435)	-1072%
Other revenues	2,000	2,441	(441)	-22%
TOTAL REVENUES	\$ 1,890,000	\$ 1,592,223	\$ 297,777	16%
Personnel services	\$ 382,270	\$ 332,193	\$ 50,077	13%
Materials and services	514,578	308,786	205,792	40%
Capital outlay	13,000	10,246	2,754	21%
Debt service	82,000	81,446	554	1%
Transfers out	1,675,765	724,198	951,567	57%
TOTAL EXPENDITURES	\$ 2,667,613	\$ 1,456,869	\$ 1,210,744	45%

City of Wilsonville - Fund Summaries Reporting Month: JUN FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
241 - Road Maintenance Fund				
Charges for services	\$ 2,065,000	\$ 2,146,797	\$ (81,797)	-4%
Investment revenue	3,100	41,937	(38,837)	-1253%
TOTAL REVENUES	\$ 2,068,100	\$ 2,188,734	\$ (120,634)	-6%
Transfers out	\$ 4,092,922	\$ 2,556,499	\$ 1,536,423	38%
TOTAL EXPENDITURES	\$ 4,092,922	\$ 2,556,499	\$ 1,536,423	38%
260 - Transit Fund				
Taxes	\$ 5,050,000	\$ 5,335,269	\$ (285,269)	-6%
Intergovernmental	5,296,588	1,722,131	3,574,457	67%
Charges for services	170,000	-	170,000	100%
Fines and forfeitures	5,000	150,845	(145,845)	-2917%
Investment revenue	31,100	58,198	(27,098)	-87%
Other revenues	16,000	16,525	(525)	-3%
TOTAL REVENUES	\$ 10,568,688	\$ 7,282,970	\$ 3,285,718	31%
Personnel services	\$ 4,106,110	\$ 3,574,936	\$ 531,174	13%
Materials and services	2,268,268	1,644,251	624,017	28%
Capital outlay	2,629,941	495,099	2,134,842	81%
Transfers out	808,863	602,349	206,514	26%
TOTAL EXPENDITURES	\$ 9,813,182	\$ 6,316,634	\$ 3,496,548	36%
510 - Water Operating Fund				
Charges for services	\$ 9,006,000	\$ 9,585,068	\$ (579,068)	-6%
Fines and forfeitures	19,000	(32)	19,032	100%
Investment revenue	195,000	249,517	(54,517)	-28%
Other revenues	12,000	35,965	(23,965)	-200%
Transfers in	183,270	183,253	17	0%
TOTAL REVENUES	\$ 9,415,270	\$ 10,053,771	\$ (638,501)	-7%
Personnel services	\$ 615,190	\$ 478,311	\$ 136,879	22%
Materials and services	4,405,491	3,813,352	592,139	13%
Capital outlay	426,000	216,129	209,871	49%
Transfers out	4,053,411	1,831,396	2,222,015	55%
TOTAL EXPENDITURES	\$ 9,500,092	\$ 6,339,188	\$ 3,160,904	33%
520 - Sewer Operating Fund				
Charges for services	\$ 8,147,000	\$ 7,845,343	\$ 301,657	4%
Investment revenue	196,200	254,571	(58,371)	-30%
Other revenues	18,000	36,196	(18,196)	-101%
Loan proceeds	24,280,000	23,501,695	778,305	3%
Transfers in	600,000	600,000	-	0%
TOTAL REVENUES	\$ 33,241,200	\$ 32,237,806	\$ 1,003,394	3%
Personnel services	\$ 365,500	\$ 297,229	\$ 68,271	19%
Materials and services	3,761,624	2,960,618	801,006	21%
Capital outlay	88,177	88,034	143	0%
Debt service	27,240,000	26,773,273	466,727	2%
Transfers out	4,736,147	2,759,159	1,976,988	42%
TOTAL EXPENDITURES	\$ 36,191,448	\$ 32,878,313	\$ 3,313,136	9%
550 - Street Lighting Fund				
Charges for services	\$ 524,150	\$ 540,608	\$ (16,458)	-3%
Investment revenue	12,500	16,208	(3,708)	-30%
TOTAL REVENUES	\$ 536,650	\$ 556,816	\$ (20,166)	-4%
Materials and services	\$ 381,320	\$ 308,623	\$ 72,697	19%
Transfers out	1,305,247	530,609	774,638	59%
TOTAL EXPENDITURES	\$ 1,686,567	\$ 839,233	\$ 847,334	50%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,370,000	\$ 3,379,172	\$ (9,172)	0%
Investment revenue	15,300	39,714	(24,414)	-160%
Transfers in	2,500,000	2,500,000	-	0%
TOTAL REVENUES	\$ 5,885,300	\$ 5,918,885	\$ (33,585)	-1%
Personnel services	\$ 270,080	\$ 216,549	\$ 53,531	20%
Materials and services	763,557	542,047	221,510	29%
Capital outlay	50,791	48,280	2,511	5%
Debt service	679,200	616,907	62,293	9%
Transfers out	3,550,672	1,984,337	1,566,335	44%
TOTAL EXPENDITURES	\$ 5,314,300	\$ 3,408,120	\$ 1,906,180	36%

City of Wilsonville - SDC Fund Summaries Reporting Month: JUN FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 594,839	\$ 1,771,268	\$ (1,176,429)	-198%
Licenses and permits-Pahlisch	714,270	-	714,270	100%
Investment revenue	9,000	10,045	(1,045)	-12%
TOTAL REVENUES	\$ 1,318,109	\$ 1,781,314	\$ (463,205)	-35%
Materials and services	\$ 9,240	\$ 13,409	\$ (4,169)	-45%
TOTAL EXPENDITURES	\$ 9,240	\$ 13,409	\$ (4,169)	-45%
346 - Roads SDC				
System Development Charges	\$ 2,493,198	\$ 2,445,151	\$ 48,047	2%
Investment revenue	85,500	80,693	4,807	6%
TOTAL REVENUES	\$ 2,578,698	\$ 2,525,844	\$ 52,854	2%
Materials and services	\$ 40,260	\$ 27,880	\$ 12,380	31%
Transfers out	8,130,655	1,027,343	7,103,312	87%
TOTAL EXPENDITURES	\$ 8,170,915	\$ 1,055,223	\$ 7,115,693	87%
396 - Parks SDC				
System Development Charges	\$ 683,311	\$ 659,672	\$ 23,639	3%
Investment revenue	46,000	47,985	(1,985)	-4%
TOTAL REVENUES	\$ 729,311	\$ 707,657	\$ 21,654	3%
Materials and services	\$ 16,400	\$ 9,643	\$ 6,757	41%
Transfers out	4,415,206	3,113,691	1,301,515	29%
TOTAL EXPENDITURES	\$ 4,431,606	\$ 3,123,334	\$ 1,308,272	30%
516 - Water SDC				
System Development Charges	\$ 1,040,811	\$ 2,131,960	\$ (1,091,149)	-105%
Investment revenue	64,500	69,839	(5,339)	-8%
TOTAL REVENUES	\$ 1,105,311	\$ 2,201,799	\$ (1,096,488)	-99%
Materials and services	\$ 25,180	\$ 17,744	\$ 7,436	30%
Transfers out	3,747,702	1,108,558	2,639,144	70%
TOTAL EXPENDITURES	\$ 3,772,882	\$ 1,126,302	\$ 2,646,580	70%
526 - Sewer SDC				
System Development Charges	\$ 884,015	\$ 725,355	\$ 158,660	18%
Investment revenue	80,000	75,218	4,782	6%
TOTAL REVENUES	\$ 964,015	\$ 800,572	\$ 163,443	17%
Materials and services	\$ 21,410	\$ 9,548	\$ 11,862	55%
Transfers out	7,380,605	3,041,839	4,338,766	59%
TOTAL EXPENDITURES	\$ 7,402,015	\$ 3,051,387	\$ 4,350,628	59%
576 - Stormwater SDC				
System Development Charges	\$ 591,623	\$ 449,813	\$ 141,810	24%
Investment revenue	27,800	28,637	(837)	-3%
TOTAL REVENUES	\$ 619,423	\$ 478,451	\$ 140,972	23%
Materials and services	\$ 5,580	\$ 4,127	\$ 1,453	26%
Transfers out	361,697	82,170	279,527	77%
TOTAL EXPENDITURES	\$ 367,277	\$ 86,298	\$ 280,979	77%

City of Wilsonville - URA Fund Summaries Reporting Month: JUN FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
800 - Year 2000 Program Income				
Investment revenue	\$ 8,600	\$ 8,428	\$ 172	2%
Other revenues	150,000	144,382	5,618	4%
TOTAL REVENUES	\$ 158,600	\$ 152,810	\$ 5,790	4%
Materials and services	\$ 50,000	\$ 17,994	\$ 32,006	64%
TOTAL EXPENDITURES	\$ 50,000	\$ 17,994	\$ 32,006	64%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 89,600	\$ 113,831	\$ (24,231)	-27%
TOTAL REVENUES	\$ 89,600	\$ 113,831	\$ (24,231)	-27%
Materials and services	\$ 631,260	\$ 596,883	\$ 34,377	5%
Capital outlay	9,435,473	97,597	9,337,876	99%
TOTAL EXPENDITURES	\$ 10,066,733	\$ 694,480	\$ 9,372,253	93%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,952,683	\$ 121,517	3%
Investment revenue	132,200	94,338	37,862	29%
TOTAL REVENUES	\$ 4,206,400	\$ 4,047,021	\$ 159,379	4%
Debt service	\$ 597,500	\$ 593,363	\$ 4,138	1%
TOTAL EXPENDITURES	\$ 597,500	\$ 593,363	\$ 4,138	1%
810 - Westside Program Income				
Investment revenue	\$ 1,800	\$ 1,486	\$ 314	17%
TOTAL REVENUES	\$ 1,800	\$ 1,486	\$ 314	17%
815 - Westside Capital Projects				
Investment revenue	\$ 17,700	\$ 5,860	\$ 11,840	67%
TOTAL REVENUES	\$ 17,700	\$ 5,860	\$ 11,840	67%
Materials and services	\$ 1,000,970	\$ 854,124	\$ 146,846	15%
TOTAL EXPENDITURES	\$ 1,000,970	\$ 854,124	\$ 146,846	15%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,917,521	\$ 166,979	3%
Investment revenue	115,000	160,195	(45,195)	-39%
TOTAL REVENUES	\$ 5,199,500	\$ 5,077,715	\$ 121,785	2%
Debt service	\$ 2,725,000	\$ 2,691,520	\$ 33,480	1%
TOTAL EXPENDITURES	\$ 2,725,000	\$ 2,691,520	\$ 33,480	1%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 17,900	\$ 15,657	\$ 2,243	13%
Transfers in	500,000	500,000	-	0%
TOTAL REVENUES	\$ 517,900	\$ 515,657	\$ 2,243	0%
Materials and services	\$ 102,000	\$ 40,419	\$ 61,581	60%
Capital outlay	2,658,737	187,503	2,471,234	93%
TOTAL EXPENDITURES	\$ 2,760,737	\$ 227,922	\$ 2,532,815	92%
827 - Coffee Creek Debt Service				
Taxes	\$ 318,700	\$ 318,045	\$ 655	0%
Investment revenue	7,400	2,293	5,107	69%
TOTAL REVENUES	\$ 326,100	\$ 320,338	\$ 5,762	2%
Debt service	\$ 778,000	\$ 778,421	\$ (421)	0%
TOTAL EXPENDITURES	\$ 778,000	\$ 778,421	\$ (421)	0%



JUNE 2021 MONTHLY REPORT

From the Director

The Summer Reading Program (SRP) kicked off June 1. This annual program is for all ages, has multiple components: a Reading Log, a Science Exploration Log, and a Summer Activity Challenge (aka Bingo). This summer's theme is "Reading Colors Your World," and summer programs embrace this theme with a focus on equity, diversity and inclusion..

Children's and teen programs resumed June 22. Toddler/Baby Time returned online on Tuesday mornings, and Storytime returned Thursday mornings as "Family Stories and Science," which is Storytime with a science demonstration by our Youth Services staff. Teens have weekly online gaming events with book talks.

Adult programs included our regular monthly Article Club and Book Club. In line with the SRP theme, Dr. Bill Thierfelder started a 3-part presentation/discussion series called "Changing Your Perspective", with the June event built around sharing the books that were perspective-changing for Dr. Bill and participants. The weekly English Conversation Group came back in a revised format as "English Class & Conversation Group"; each session includes a lesson followed by an opportunity to practice English in casual conversation.

The American Red Cross held a blood drive on Friday, June 11. Twenty-one donors provided enough blood to potentially save 57 lives.

In conjunction with the City of Wilsonville's Juneteenth Celebration on June 19, library staff created a display with related books and provided a reading list for the *Boones Ferry Messenger*.

The library underwent major operating changes throughout the month as we prepared to return to normal operations starting July 1. The book stacks were re-opened for browsing at the beginning of June and then the public computers were made available as of June 22. A select group of volunteers returned for training and currently assist with shelving, with more volunteers steadily coming on-board.

The Friends of the Library continue to prepare for reopening the Twice Sold Tales bookstore in the library's lobby. They plan to re-open the bookstore sometime in July.

With the unprecedented heat wave, the library functioned as an air-conditioned space for people to use over the weekend of June 26, opening on our regularly closed days of Sunday and Monday as well as extended hours on Saturday. Over 800 people visited the library during the heat wave, with some enjoying family movies while social distanced in the Oak Room and others relaxing with books at socially distanced tables.

As of June 30, in accordance with City of Wilsonville policy, the library removed its COVID restrictions, including mask requirements, capacity limits, and time limits.

-Pat Duke, Library Director



June 2021 Parks & Rec Report

Upcoming Events— Mark your Calendars!

- July 6 | Self-Guided StoryWalk | Murase Plaza (begin at Playground) | 5am—10 pm
- July 7 | Sister City Education and Tanabata Tanzaku Making | Town Center Park | 2 pm—4 pm
- July 8 | Chalk the Park | Town Center Park | 10 am—12 pm
- July 9 | Dog Leash Handout and Education | Memorial Park Dog Park | 2 pm—4 pm
- July 10 | How Do you Rec? | Virtual Contest
- July 13 | Rubber Duck Day | Town Center Park Water Feature | 3 pm—5 pm
- July 16 | Movies in the Park—Scoob (2020) | Town Center Park | Dusk
- July 20 | Tie Dye Tuesday | Town Center Park | 10 am—2 pm
- July 21 | Dog Leash Handout and Education | Memorial Park Dog Park | 10 am—12:30 pm
- July 22 | Rotary Concert—Johnny Limbo & the Lugnuts | Town Center Park | 5:30 pm *
- July 24 | Show us your Favorite Park | Virtual Contest
- July 28 | Rubber Duck Day | Murase Plaza Water Feature | 3 pm—5 pm
- July 29 | Rotary Concert—Petty Fever | Town Center Park | 5:30 pm *
- July 30 | Movie in the Park—The Secret Garden (2020) | Memorial Park River Shelter | Dusk
- August 5 | Rotary Concert—Soul Vaccination | Town Center Park | 5:30 pm *
- August 12 | Rotary Concert—Ben Rice | Town Center Park | 5:30 pm *
- August 13 | Movies in the Park—A Beautiful Day in the Neighborhood (2019) | Town Center Park | Dusk
- August 26 | Community Block Party & Concert—Samsel Band | Town Center Park | 5:30 pm—8:30 pm
- August 27 | Movie in the Park—Raya and the Last Dragon (2021) | Memorial Park River Shelter | Dusk

Details and Event Descriptions at [WilsonvilleParksandRec.com/ParksandRecMonth](https://www.wilsonvilleparksandrec.com/ParksandRecMonth)

*Event Permitted by P&R, but coordinated/run separately

MOVIES IN THE PARK

Sponsored by:



July 16
Scoob



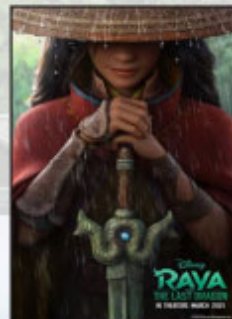
July 30
The Secret Garden



August 13
A Beautiful Day
in the Neighborhood



August 27
Raya & the Last
Dragon



All movies are free and will be shown on an inflatable screen.

Food will not be for sale at the movie, however, please feel free to bring your own snacks or meal from home or local restaurant.

Location of Summer Movies will be announced in mid June.



DOG LEASH HANDOUT & EDUCATION

MEMORIAL PARK DOG PARK

FRIDAY, JULY 9, 2 PM - 4:30 PM

WEDNESDAY, JULY 21, 10 AM - 12:30 PM

DID YOU KNOW YOUR DOG IS REQUIRED TO BE LEASHED AT ALL TIMES WHILE IN CITY PARKS? THE ONLY EXCEPTION TO THIS RULE IS WHILE THEY ARE IN A DESIGNATED OFF-LEASH DOG PARK. IN ORDER TO HELP SPREAD THE WORD, AND HELP EDUCATE DOG OWNERS ON THIS RULE, WILSONVILLE PARKS AND REC STAFF WILL BE HANDING OUT FREE DOG LEASHES AND EDUCATIONAL MATERIAL DURING THESE INFORMAL TABLING EVENTS.



Duck Days

Tuesday, July 13

Town Center Water Feature, 3 pm - 5 pm

Wednesday, July 28

Murase Plaza Water Feature, 3 pm - 5 pm

Don't miss the rubber duck giveaways this month at the water features! Grab a free rubber duck from Parks and Rec staff, and then race it down the water feature or blast it into the air with the water jets! A few rubber ducks may even come with a special prize!

Tie-Dye Tuesday

July 20: 10 am - 2pm

Town Center Park



Come hang out with Parks and Rec Staff and get creative with tie-dye! Please bring your own garment to dye, and limit one garment per person. Staff will have all the other necessary materials on site for you to use at no charge. We'll even show you some of the best techniques for placing rubber bands to get unique designs!

Community Center Updates:

Summer Events Return!

Parks and Rec staff worked hard to help facilitate the return of the Wilsonville Farmers Market and the Rotary Summer Concert series. The Farmers Market started at the beginning of the month, and while challenging, staff was able to help the market navigate the many challenges associated with operating the market during the pandemic. The market will take place every Thursday through the summer at Sofia Park in Villebois. Additionally, staff was enthusiastic in helping the Rotary Club ensure their will be summer concerts in 2021. The concert series begins July 23 and runs four consecutive Thursdays at Town Center Park.

Prepping for Community Center Re-Opening

Community Center staff has begun planning for a partial summer reopening with a full reopening of all classes, programs and services targeted for September. Staff has been working with Clackamas County to gain approval for the congregate, in person lunch, program to be given the green light to also return.

Virtual Reality Headsets Acquired

Through a generous gift from Clackamas County Behavioral Health, the Wilsonville Parks and Recreation Department received 4 Oculus Virtual Reality headsets. Community Center staff is currently working to develop small group fitness programs that will utilize the headsets.

Korean War Armistice Recognition Event Planned

Staff has been working with the Korean War Memorial Foundation of Oregon for the hosting of a Korean War Armistice recognition event on Saturday, July 24, at 10:00 am. The event will take place at the Oregon Korean War Memorial at Town Center Park. Mayor Fitzgerald will provide opening remarks and City representatives will lay a memorial wreath.

StoryWalk Project with the Wilsonville Library

The recreation team paired up with Outreach Librarian, Deborah Gitlitz at the Wilsonville Library to create a StoryWalk in Murase Plaza this month! Enjoy the story book "Follow Me, Flo!" as you walk the paths through the park. Getting outside AND reading!? What could be a better combo! A special thank you to our sponsor, Therapeutic Associated of Wilsonville for help making this project happen!



Board Highlights

Kitakata Sister City Advisory Board— The Kitakata Sister City Advisory board met twice in June to continue their facilitation work with Sara Singer Wilson of SSW Consulting. The board has been undergoing mission, vision, values creation and goal setting to help create a three year work plan. The board is full of great ideas for community engagement and outreach. The board will meet again in July to finalize the work plan which will go to council for review.

Wilsonville Community Seniors Inc.— The WCSI is anxiously awaiting the reopening of the Community Center and has begun preparations for the return of Bingo on the 3rd Wednesday of the month at 12:45. Bingo will resume in August.

June 2021

Parks Maintenance

Irrigation Repair Results In Water Conservation

The Parks Maintenance team took time this month to dig into irrigation repairs and mitigate water waste. This main line leak was within the Korean War Memorial at Town Center. It was identified during an irrigation audit of a valve that resulted in the discovery of three major leaks, two that were on the main line. Identifying and repairing the three leaks will result in long term water savings and gained irrigation efficiencies.



The Area Of Concern

Digging For A Solution

A look Inside The Water Features

Record setting June temperatures kept the team busy ensuring the water features operated continually. The team is proud to have kept the water chemistry balanced and the features open during the entirety of the heat wave. This is no small accomplishment, below you will see Tim Skipper working to balance the water chemistry in the vault. This process usually happens between 2 and 6 times per day depending on the usage patterns, temperature and other external factors.



In The Vault

All Fun In The Sun



City of Wilsonville Police

June 2021



Sergeant Pearson

The 2020 Clackamas County Sheriff's Office Annual Awards Ceremony was held in June. Due to COVID-19 concerns, the event was modified to reduce the number of people attending and amount of time involved. Three officers from the Wilsonville Police Department were honored, receiving Life Saving Awards. They were Deputies Zachary Keirseay and Steve Tucker, and Sergeant Brian Pearson.



Deputy Keirseay

During March 2020, Keirseay and Tucker responded to a 911 call regarding someone at the Boeckman Road I-5 overpass. A woman was threatening to jump. The overpass stood 40' over the busy interstate. She rejected their attempts to talk with her and when it appeared she was going to jump, moving together, they quickly gained control of her and pulled her to safety.



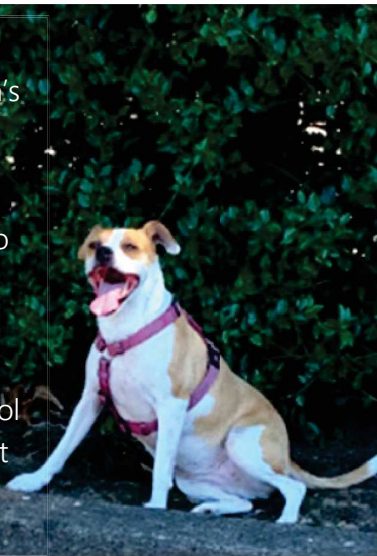
Deputy Tucker

During October 2020, Pearson followed up on a Welfare Check, concerned things weren't what they'd seemed. His instincts proved correct. A man he'd checked on the previous day, who'd spoken through a closed door and hadn't wanted assistance, was in dire need of help and unable to save himself. Pearson was able to break entry at the residence and rescue the man, who hadn't had food or water in several days and been unable to get out of bed. He'd become disoriented, emaciated, and soiled. The man was transported to a hospital where he was treated for a number of conditions, and has now recovered.

We are honored to have these law enforcement officers working with us at the Wilsonville Police Department.

With June came some of the hottest days on record in Oregon's history, reaching more than 113 degrees in some areas.

Deputies kept busy responding to heat-related calls, including persons and pets in distress. One citation for Animal Neglect was issued. This pup was happy to cool down once liberated from the hot vehicle where he had been left.



Heidi McKinney went missing on March 24 of this year and tips were sought by police.

She was located and confirmed safe on June 23, 2021.

The Wilsonville Police Department and Clackamas County Sheriff's Office are no longer investigating the matter.

Thank you to all who helped by calling in tips.

WILSONVILLE MONTHLY ACTIVITY REPORT June 2021

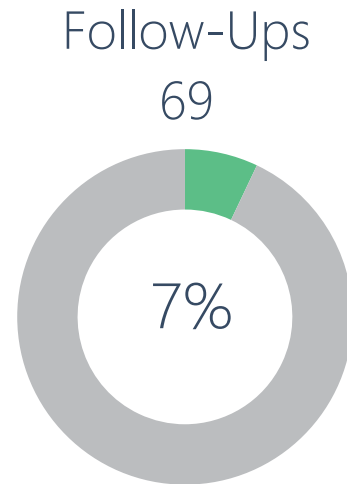
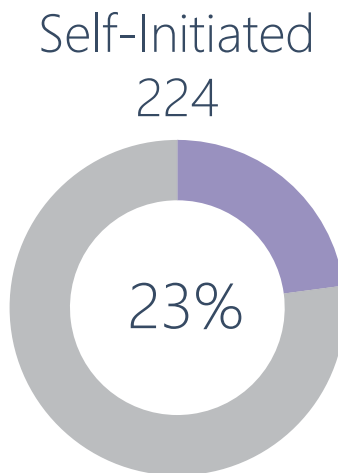
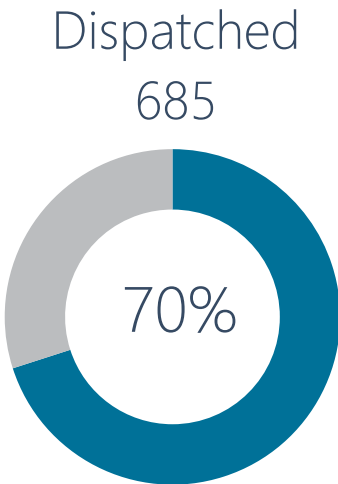
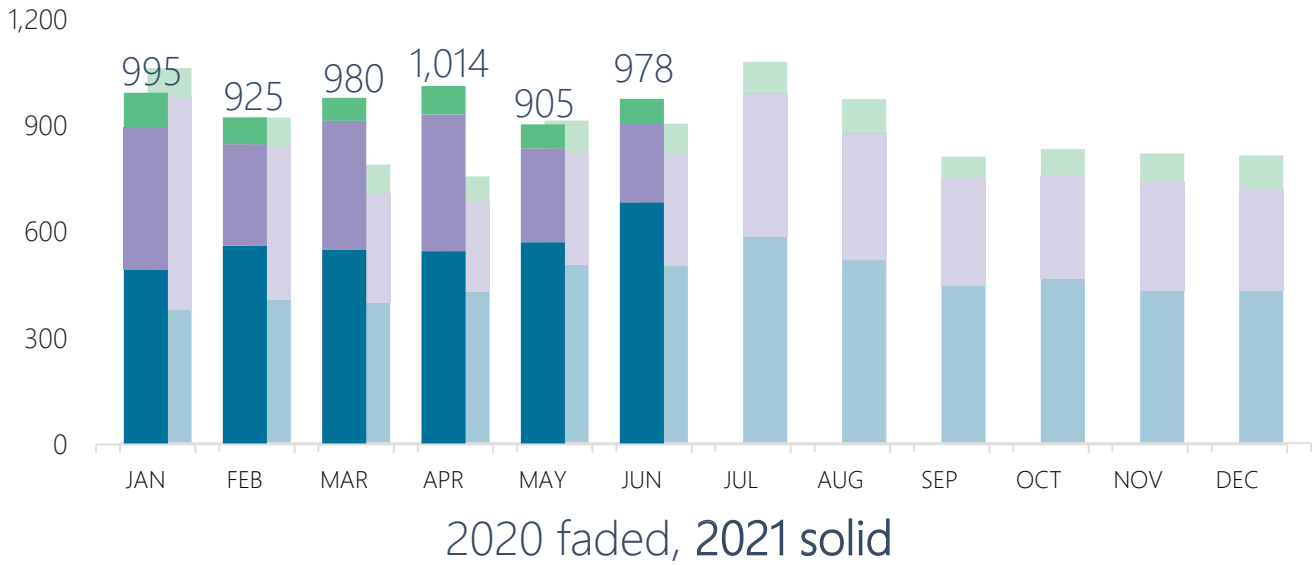


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with



**Clackamas County
Sheriff's Office**



22.8

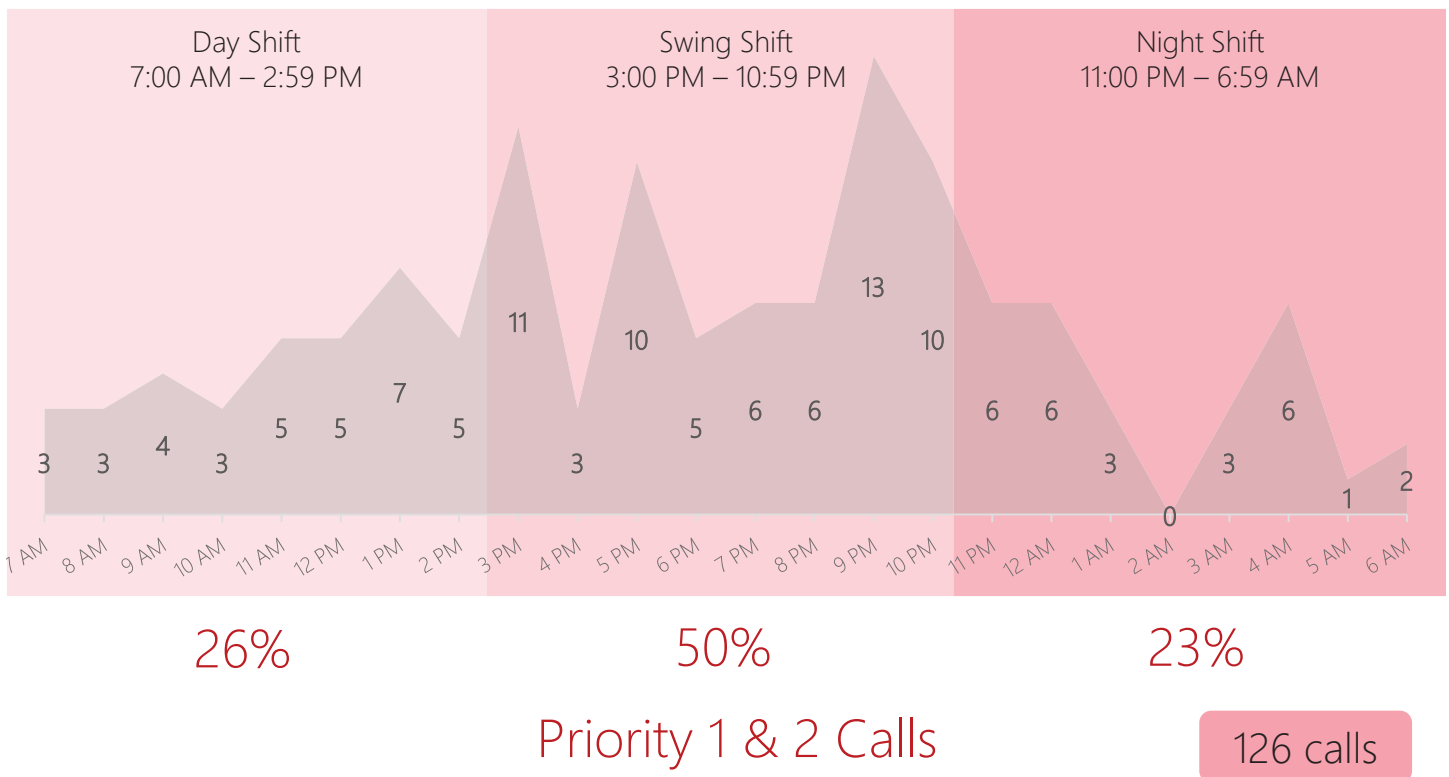
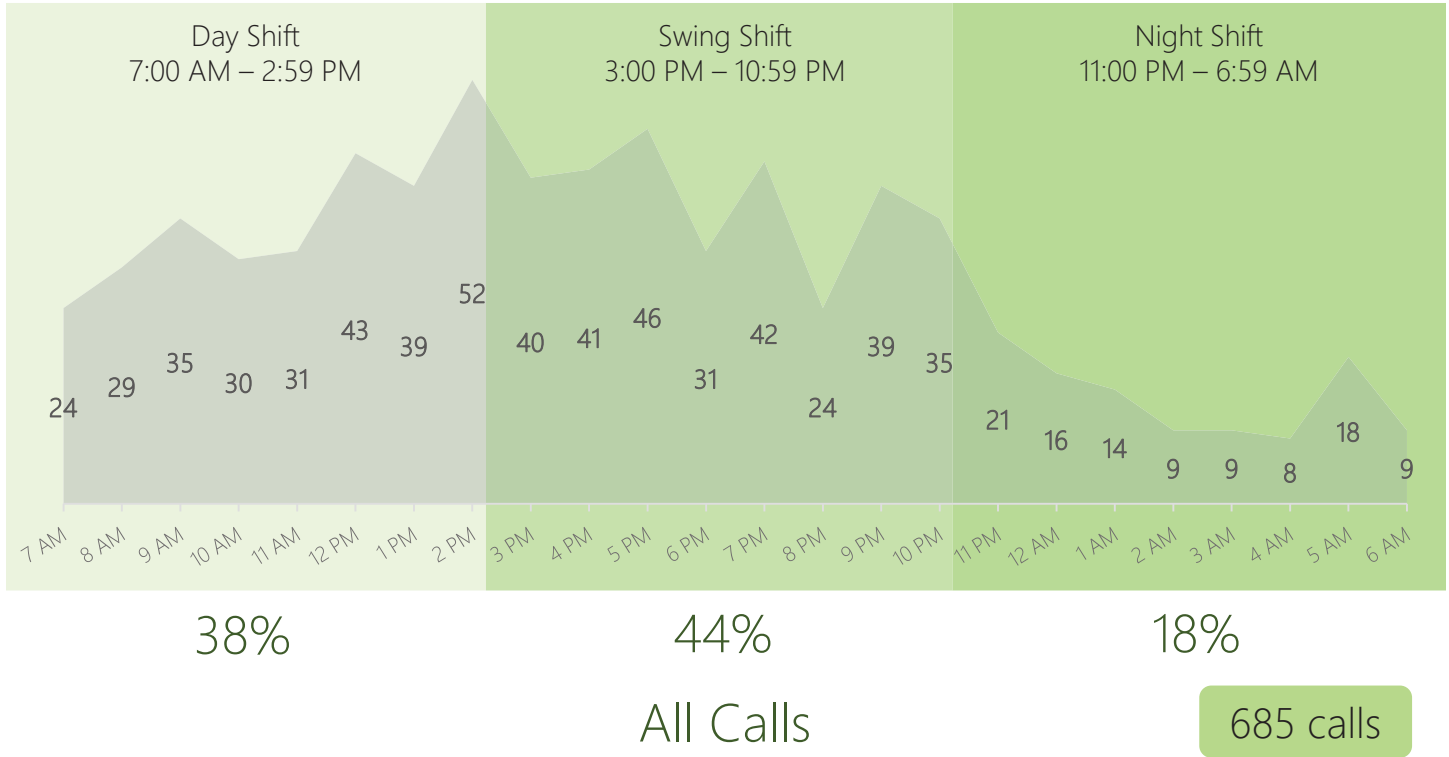
Daily Average Calls
7.5

2.3

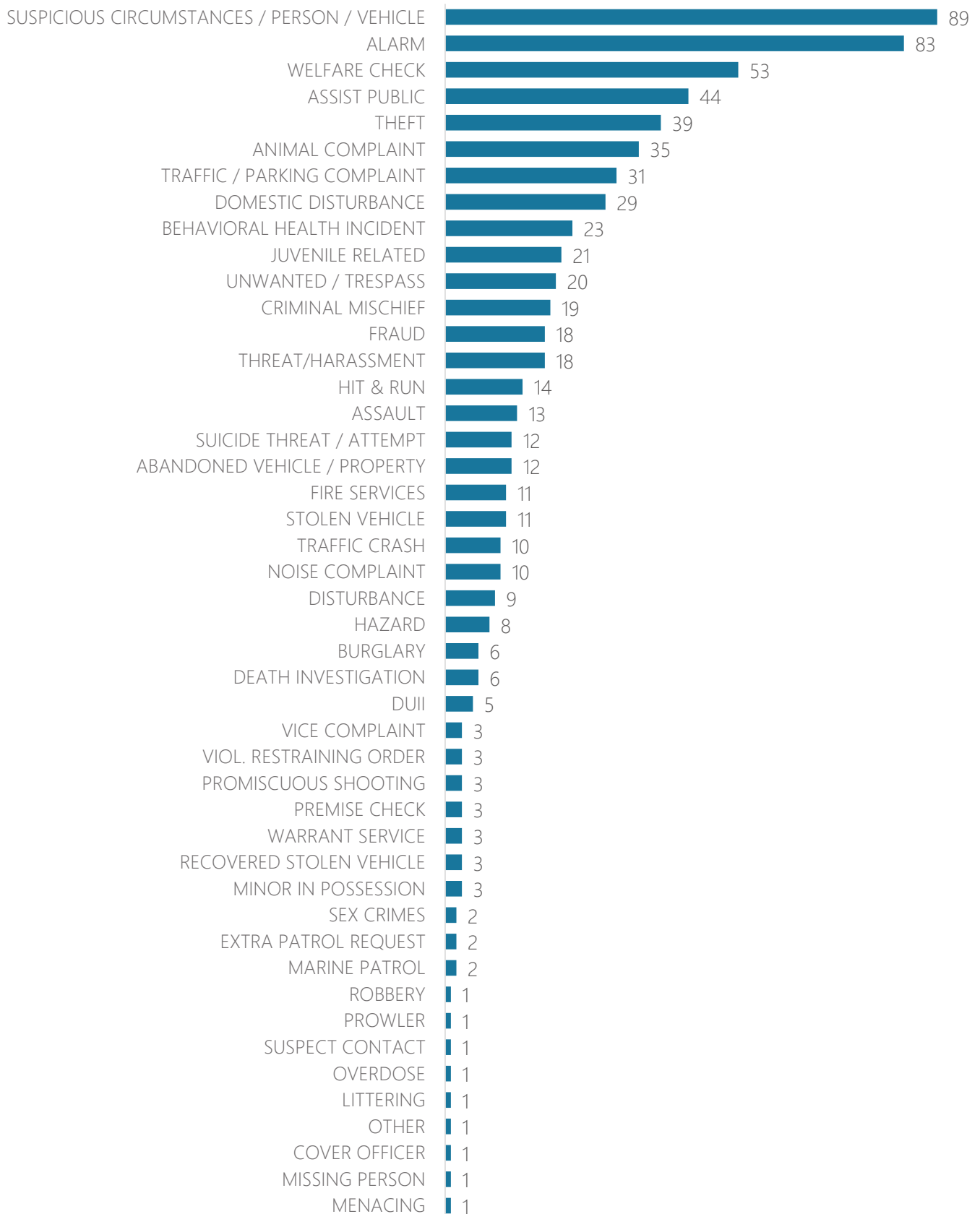
Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:58	2:25
Response Duration (Dispatch to Arrival)	6:11	5:27

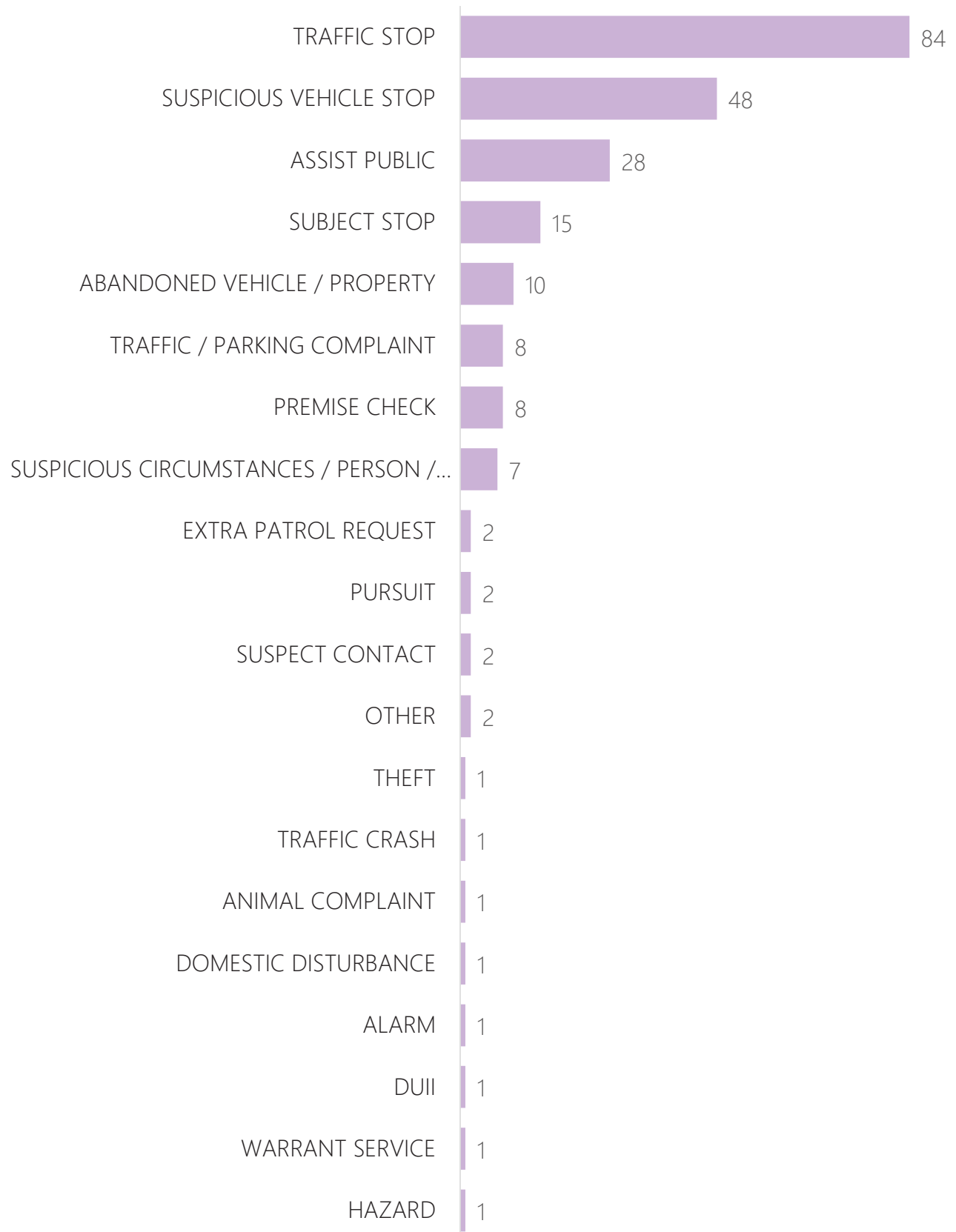
Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings
(not actual breakdown of Wilsonville PD shift schedules)



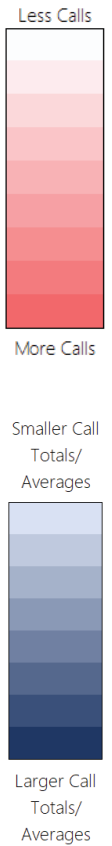
Dispatched Call Types



Self-Initiated Call Types



Dispatched Call Types	2020						2021						Rolling Monthly Average
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
ABANDONED VEHICLE / PROPERTY	14	20	16	10	10	6	7	7	10	18	16	12	12.2
ALARM (2nd)	53	49	48	55	60	38	48	69	49	49	63	83	55.3
ANIMAL COMPLAINT	26	26	11	18	10	18	13	17	21	17	9	35	18.4
ARSON	0	0	1	0	0	0	0	0	0	0	0	0	0.1
ASSAULT	4	7	1	4	2	2	4	7	3	2	3	13	4.3
ASSIST PUBLIC (4th)	62	35	39	44	30	28	31	34	24	31	41	44	36.9
BEHAVIORAL HEALTH INCIDENT	25	11	24	20	27	26	16	35	37	12	16	23	22.7
BURGLARY	3	10	3	10	3	8	3	1	3	0	7	6	4.8
COVER OFFICER	4	4	0	0	1	1	0	1	2	1	1	1	1.3
CRIMINAL MISCHIEF	13	22	18	12	14	16	7	7	6	12	8	19	12.8
DEATH INVESTIGATION	2	4	1	1	4	3	3	2	3	4	2	6	2.9
DISTURBANCE	13	11	8	8	6	7	7	7	4	10	4	9	7.8
DOMESTIC DISTURBANCE	23	27	17	32	22	25	35	32	33	32	39	29	28.8
DUII	4	7	2	5	12	6	4	6	3	6	7	5	5.6
EXTRA PATROL REQUEST	0	5	3	1	3	0	1	0	1	2	3	2	1.8
FIRE SERVICES	5	7	2	10	9	7	3	10	7	5	4	11	6.7
FRAUD	31	29	18	10	18	25	16	22	23	14	19	18	20.3
HAZARD	5	6	5	10	7	9	4	14	5	8	8	8	7.4
HIT & RUN	15	17	9	11	3	12	19	11	9	10	15	14	12.1
JUVENILE RELATED	22	14	12	16	13	18	10	10	10	14	25	21	15.4
LITTERING	3	0	2	0	0	0	1	0	0	0	1	1	0.7
MARINE PATROL	0	1	0	0	0	0	0	0	0	0	1	2	0.3
MENACING	0	1	2	3	0	0	0	1	3	1	2	1	1.2
MINOR IN POSSESSION	1	1	0	1	2	0	0	0	0	1	1	3	0.8
MISSING PERSON	1	4	3	2	3	6	7	1	5	4	4	1	3.4
NOISE COMPLAINT	16	15	13	12	7	3	15	9	6	13	12	10	10.9
OTHER	4	0	0	0	0	2	0	0	1	2	0	1	0.8
OVERDOSE	1	0	1	0	0	1	2	1	4	1	0	1	1.0
PREMISE CHECK	0	0	0	0	0	0	0	1	0	1	0	3	0.4
PROMISCUOUS SHOOTING	0	3	0	1	1	0	1	4	0	0	0	3	1.1
PROWLER	1	0	0	2	0	0	0	0	0	0	1	1	0.4
RECOVERED STOLEN VEHICLE	2	1	1	1	2	1	3	1	0	0	0	3	1.3
ROBBERY	1	0	1	2	0	0	1	0	0	0	0	1	0.5
SEX CRIMES	4	3	1	4	2	4	0	1	1	2	1	2	2.1
SHOOTING	0	1	0	0	0	1	0	0	0	1	0	0	0.3
STOLEN VEHICLE	11	10	11	6	7	7	8	7	7	1	6	11	7.7
SUICIDE THREAT / ATTEMPT	11	14	13	9	13	9	13	6	8	13	18	12	11.6
SUSPECT CONTACT	1	0	1	1	2	0	0	0	0	0	0	1	0.5
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	107	82	106	85	70	77	68	74	78	88	91	89	84.6
THEFT (3rd)	64	48	57	49	39	47	46	46	37	46	23	39	45.1
THREAT/HARASSMENT	23	21	20	18	23	20	16	21	20	17	26	18	20.3
TRAFFIC / PARKING COMPLAINT	26	22	15	21	27	18	19	16	30	35	19	31	23.3
TRAFFIC CRASH	15	14	8	12	15	17	9	10	14	15	22	10	13.4
TRAFFIC STOP	1	0	0	0	0	0	0	0	0	0	0	0	0.1
UNWANTED / TRESPASS	27	24	19	13	25	27	23	26	30	17	20	20	22.6
VICE COMPLAINT	4	0	5	5	3	4	0	3	5	7	4	3	3.6
VIOL. RESTRAINING ORDER	6	7	6	8	4	5	1	0	3	3	1	3	3.9
WARRANT SERVICE	1	0	2	0	1	0	1	0	0	1	1	3	0.8
WELFARE CHECK (5th)	58	50	20	37	27	22	28	42	45	31	28	53	36.8
Grand Total	713	633	545	569	527	526	493	562	550	547	572	685	576.8

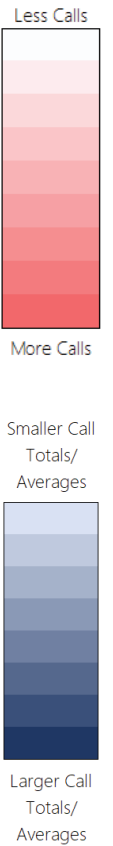


*Top 5 dispatched call types in last 12 months in red

LE Calls for Service in the City of Wilsonville – Self-Initiated Call Type Breakdown

June 2021

Self-Initiated Call Types	2020						2021						Rolling Monthly Average
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
ABANDONED VEHICLE / PROPERTY	4	5	7	5	9	6	2	5	4	4	5	10	5.5
ALARM	0	0	0	1	0	0	2	0	1	1	1	1	0.6
ANIMAL COMPLAINT	4	3	4	2	2	2	1	3	1	0	1	1	2.0
ASSAULT	0	0	0	0	0	0	1	0	0	0	0	0	0.1
ASSIST PUBLIC (4th)	16	33	28	21	24	22	21	16	20	27	26	28	23.5
BEHAVIORAL HEALTH INCIDENT	0	0	0	1	1	0	0	2	0	1	0	0	0.4
BURGLARY	0	0	0	0	0	0	1	0	0	0	0	0	0.1
CRIMINAL MISCHIEF	1	1	4	0	1	0	0	0	0	1	1	0	0.8
DEATH INVESTIGATION	0	0	0	1	0	0	0	0	0	0	0	0	0.1
DISTURBANCE	0	0	0	1	0	1	0	0	0	0	0	0	0.2
DOMESTIC DISTURBANCE	0	0	0	0	0	1	1	1	0	0	0	1	0.3
DUII	0	1	0	0	0	0	0	0	0	0	0	1	0.2
EXTRA PATROL REQUEST	3	3	0	0	7	0	1	1	1	0	3	2	1.8
FIRE SERVICES	0	0	0	0	1	0	1	0	0	0	0	0	0.2
FRAUD	2	3	3	1	0	0	2	2	2	0	3	0	1.5
HAZARD	3	3	4	1	5	2	4	19	4	2	1	1	4.1
HIT & RUN	0	0	1	0	0	0	0	0	0	0	2	0	0.3
JUVENILE RELATED	0	1	4	0	0	0	1	0	1	0	0	0	0.6
K9 REQUEST	1	1	0	0	0	0	2	1	0	0	0	0	0.4
MISSING PERSON	0	0	1	1	0	0	0	0	0	0	0	0	0.2
NOISE COMPLAINT	1	0	0	0	0	0	0	1	0	0	0	0	0.2
OTHER	1	2	8	2	6	2	4	2	12	13	7	2	5.1
PREMISE CHECK (3rd)	98	38	34	26	33	51	47	12	13	13	12	8	32.1
PURSUIT	0	1	0	0	0	0	1	0	1	2	2	2	0.8
RECOVERED STOLEN VEHICLE	1	0	1	0	1	3	1	0	1	3	1	0	1.0
SEX CRIMES	0	1	0	0	0	1	0	0	0	0	0	0	0.2
STOLEN VEHICLE	0	0	1	0	0	1	0	0	0	0	1	0	0.3
SUBJECT STOP (5th)	28	29	22	22	7	14	20	12	13	10	13	15	17.1
SUICIDE THREAT / ATTEMPT	0	0	0	0	1	0	0	0	0	0	0	0	0.1
SUSPECT CONTACT	4	4	1	0	3	0	3	1	1	2	3	2	2.0
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	19	13	8	6	6	4	7	5	1	4	4	7	7.0
SUSPICIOUS VEHICLE STOP (2nd)	103	78	75	94	96	83	84	51	75	39	41	48	72.3
THEFT	2	1	2	1	0	1	1	1	0	0	1	1	0.9
THREAT/HARASSMENT	0	0	0	1	0	1	0	0	0	0	0	0	0.2
TRAFFIC / PARKING COMPLAINT	10	15	16	10	11	6	10	7	18	16	15	8	11.8
TRAFFIC CRASH	2	0	1	1	2	2	0	0	2	1	1	1	1.1
TRAFFIC STOP (1st)	187	199	146	154	155	152	184	143	191	244	120	84	163.3
UNWANTED / TRESPASS	0	0	0	0	1	0	0	0	1	0	1	0	0.3
VICE COMPLAINT	0	1	0	0	0	0	0	0	0	0	0	0	0.1
VIOL. RESTRAINING ORDER	0	0	0	1	0	0	0	0	0	0	0	0	0.1
WARRANT SERVICE	1	1	0	1	1	0	0	0	2	1	0	1	0.7
WELFARE CHECK	1	0	0	1	3	0	1	2	0	2	1	0	0.9
Grand Total	492	437	371	355	376	355	403	287	365	386	266	224	359.8
	4,317												



*Top 5 dispatched call types in last 12 months in red

Dispatched Call Types

Dispatched Call Type	June		% Difference
	2020	2021	
DUII	1	5	400%
ASSAULT	4	13	225%
MINOR IN POSSESSION	1	3	200%
HAZARD	3	8	167%
ANIMAL COMPLAINT	18	35	94%
ALARM	45	83	84%
TRAFFIC / PARKING COMPLAINT	18	31	72%
FIRE SERVICES	7	11	57%
HIT & RUN	9	14	56%
DEATH INVESTIGATION	4	6	50%
DISTURBANCE	6	9	50%
VIOL. RESTRAINING ORDER	2	3	50%
BEHAVIORAL HEALTH INCIDENT	16	23	44%
STOLEN VEHICLE	8	11	38%
WELFARE CHECK	40	53	33%
BURGLARY	5	6	20%
SUICIDE THREAT / ATTEMPT	10	12	20%
ASSIST PUBLIC	42	44	5%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	87	89	2%
COVER OFFICER	1	1	No change
LITTERING	1	1	No change
PROWLER	1	1	No change
RECOVERED STOLEN VEHICLE	3	3	No change
ROBBERY	1	1	No change
FRAUD	19	18	-5%
CRIMINAL MISCHIEF	21	19	-10%
JUVENILE RELATED	24	21	-13%
UNWANTED / TRESPASS	23	20	-13%
DOMESTIC DISTURBANCE	35	29	-17%
TRAFFIC CRASH	13	10	-23%
THEFT	51	39	-24%
ABANDONED VEHICLE / PROPERTY	18	12	-33%
THREAT/HARASSMENT	32	18	-44%
OTHER	2	1	-50%
OVERDOSE	2	1	-50%
NOISE COMPLAINT	21	10	-52%
VICE COMPLAINT	7	3	-57%
SUSPECT CONTACT	3	1	-67%
MISSING PERSON	6	1	-83%
EXTRA PATROL REQUEST	0	2	NC
MARINE PATROL	0	2	NC
MENACING	0	1	NC
PREMISE CHECK	0	3	NC
PROMISCUOUS SHOOTING	0	3	NC
SEX CRIMES	0	2	NC
WARRANT SERVICE	0	3	NC
Grand Total	610	685	12%

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Self-Initiated Call Types

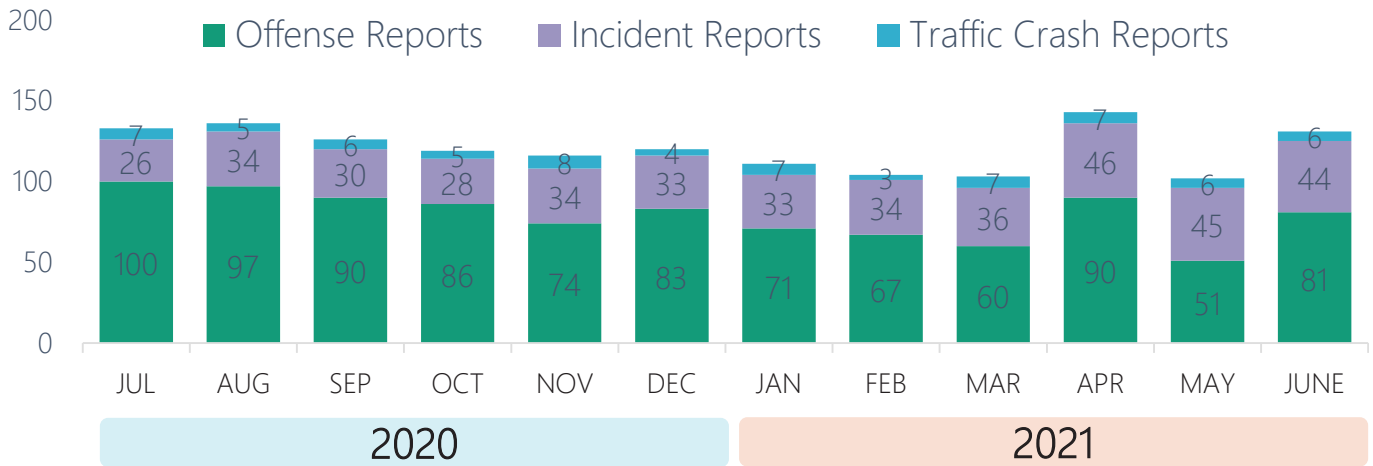
Self-Initiated Call Type	June		% Difference
	2020	2021	
ABANDONED VEHICLE / PROPERTY	1	10	900%
ASSIST PUBLIC	26	28	8%
EXTRA PATROL REQUEST	2	2	No change
HAZARD	1	1	No change
TRAFFIC CRASH	1	1	No change
TRAFFIC / PARKING COMPLAINT	9	8	-11%
SUSPICIOUS VEHICLE STOP	58	48	-17%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	10	7	-30%
TRAFFIC STOP	121	84	-31%
SUSPECT CONTACT	3	2	-33%
SUBJECT STOP	34	15	-56%
OTHER	5	2	-60%
THEFT	3	1	-67%
WARRANT SERVICE	3	1	-67%
ANIMAL COMPLAINT	4	1	-75%
PREMISE CHECK	99	8	-92%
FRAUD	2	0	-100%
SEX CRIMES	1	0	-100%
STOLEN VEHICLE	1	0	-100%
UNWANTED / TRESPASS	1	0	-100%
WELFARE CHECK	3	0	-100%
ALARM	0	1	NC
DOMESTIC DISTURBANCE	0	1	NC
DUII	0	1	NC
PURSUIT	0	2	NC
Grand Total	388	224	-42%

Increase

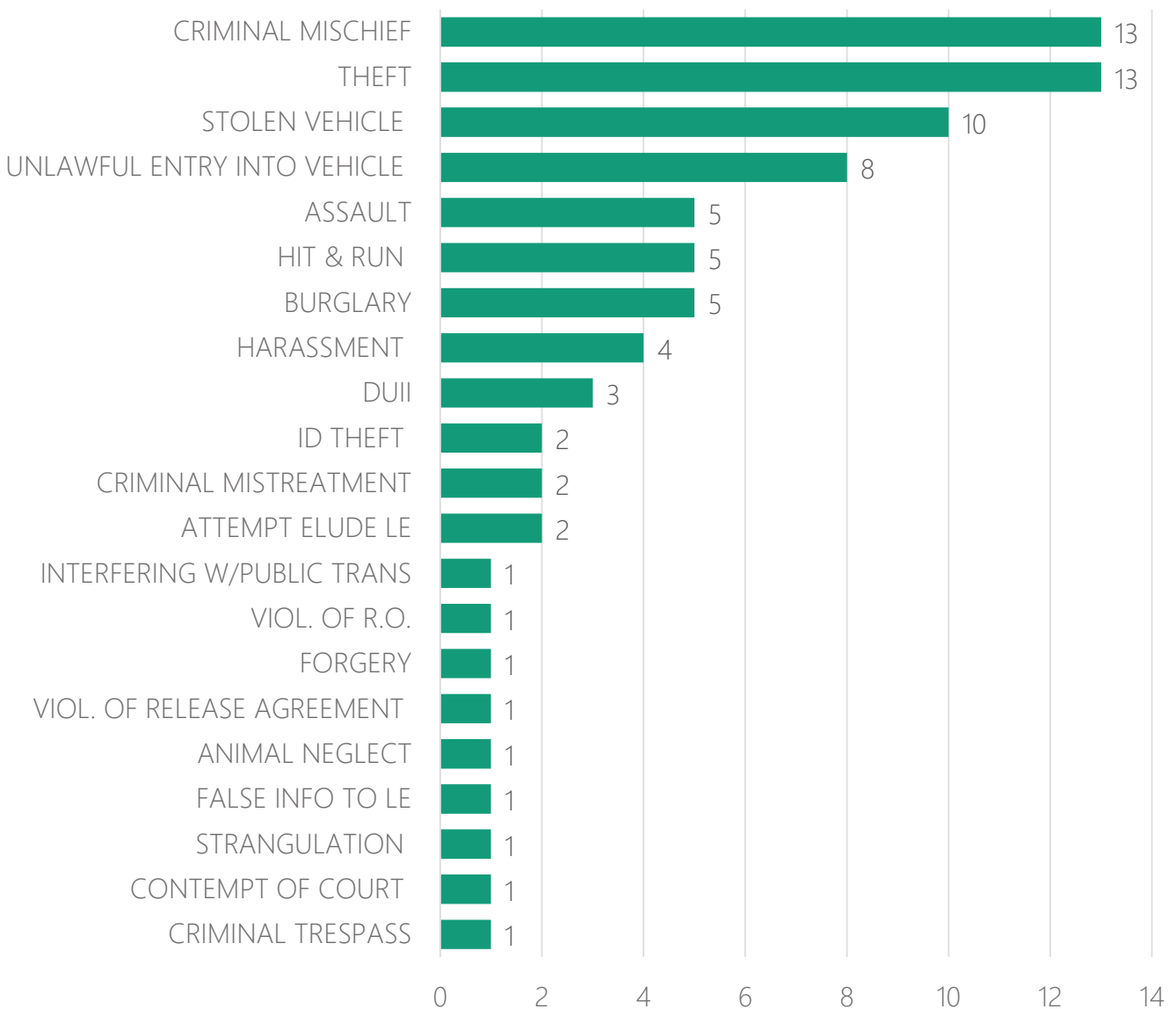
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

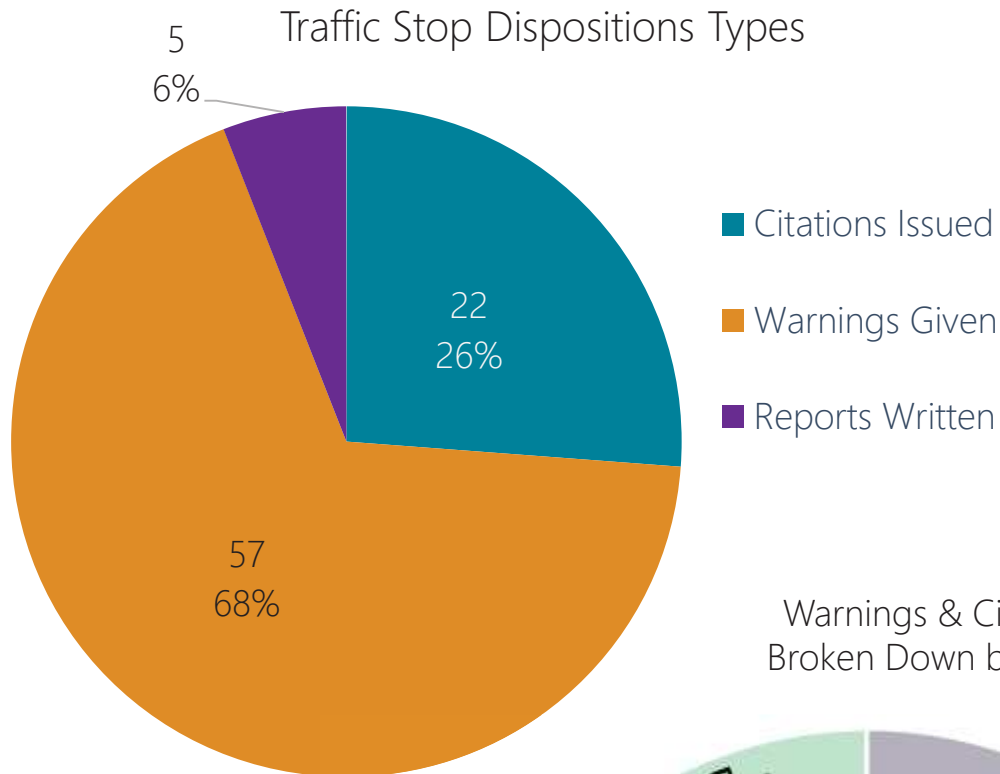
Monthly Reports Written



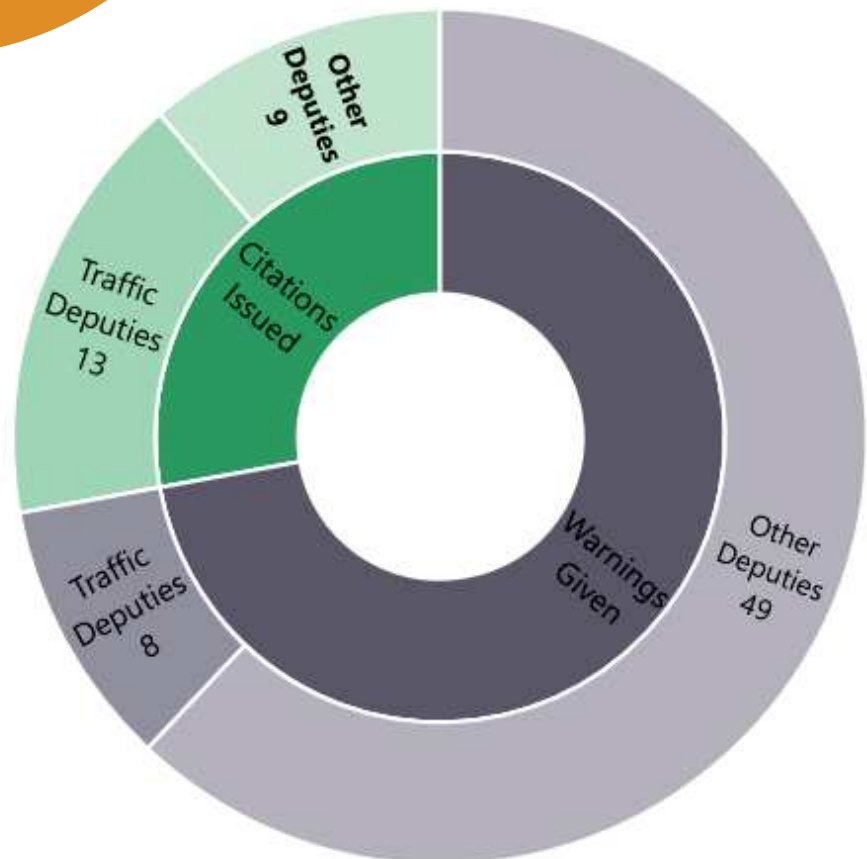
Offense Reports Written Breakdown by Top Charge



In June 2021, **84** traffic stops were made within the city limits, resulting in **22** citations issued, **57** warnings given, and **5** offense/incident reports created. Of the **22** citations issued, **33** violations were included (see next slide).

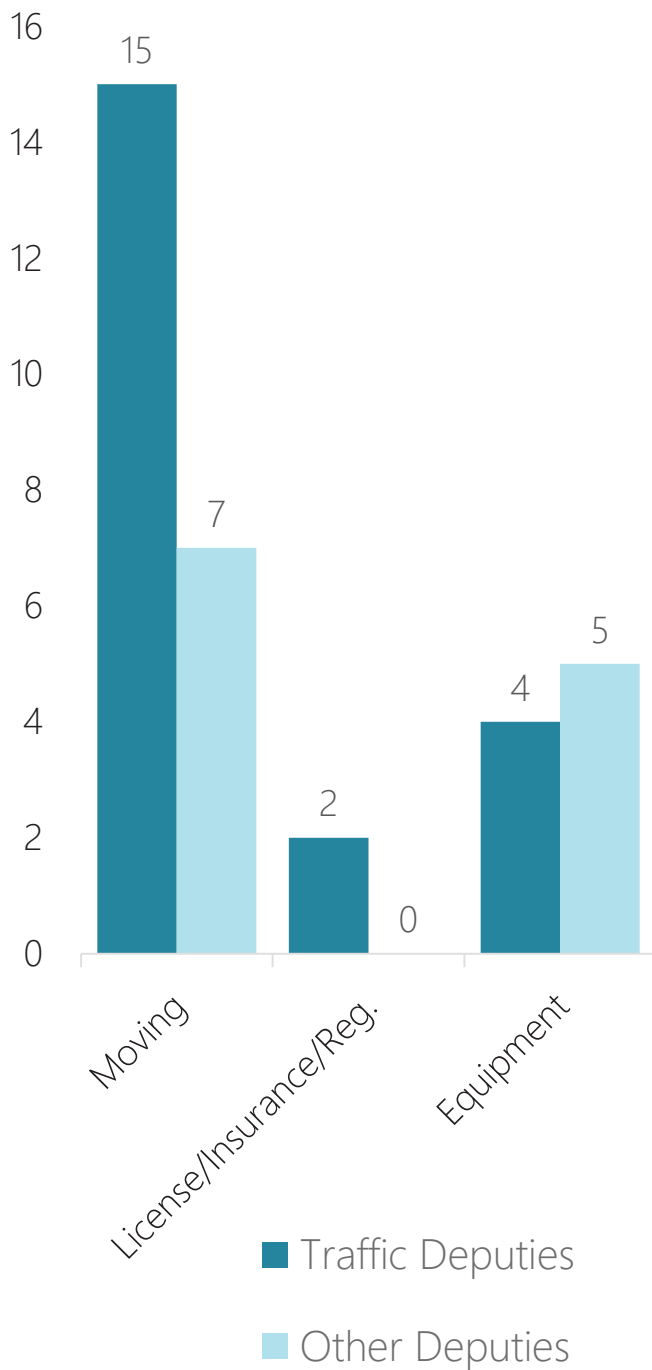


Warnings & Citations Issued Broken Down by Deputy Type

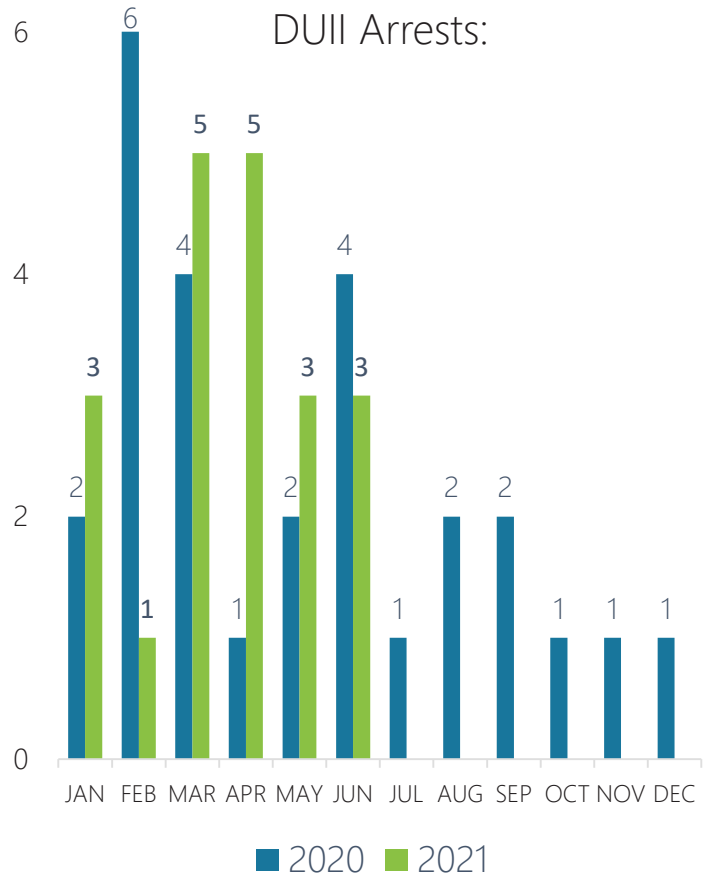


Citation Types Issued:

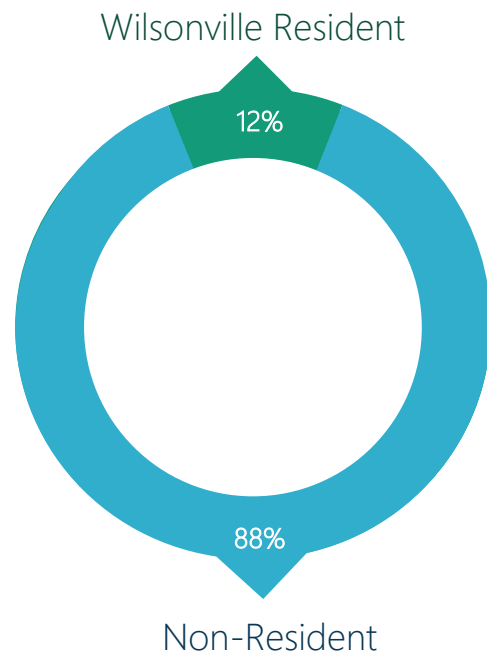
Of the 22 citations issued, 33 violations were included in the following types:



DUII Arrests:

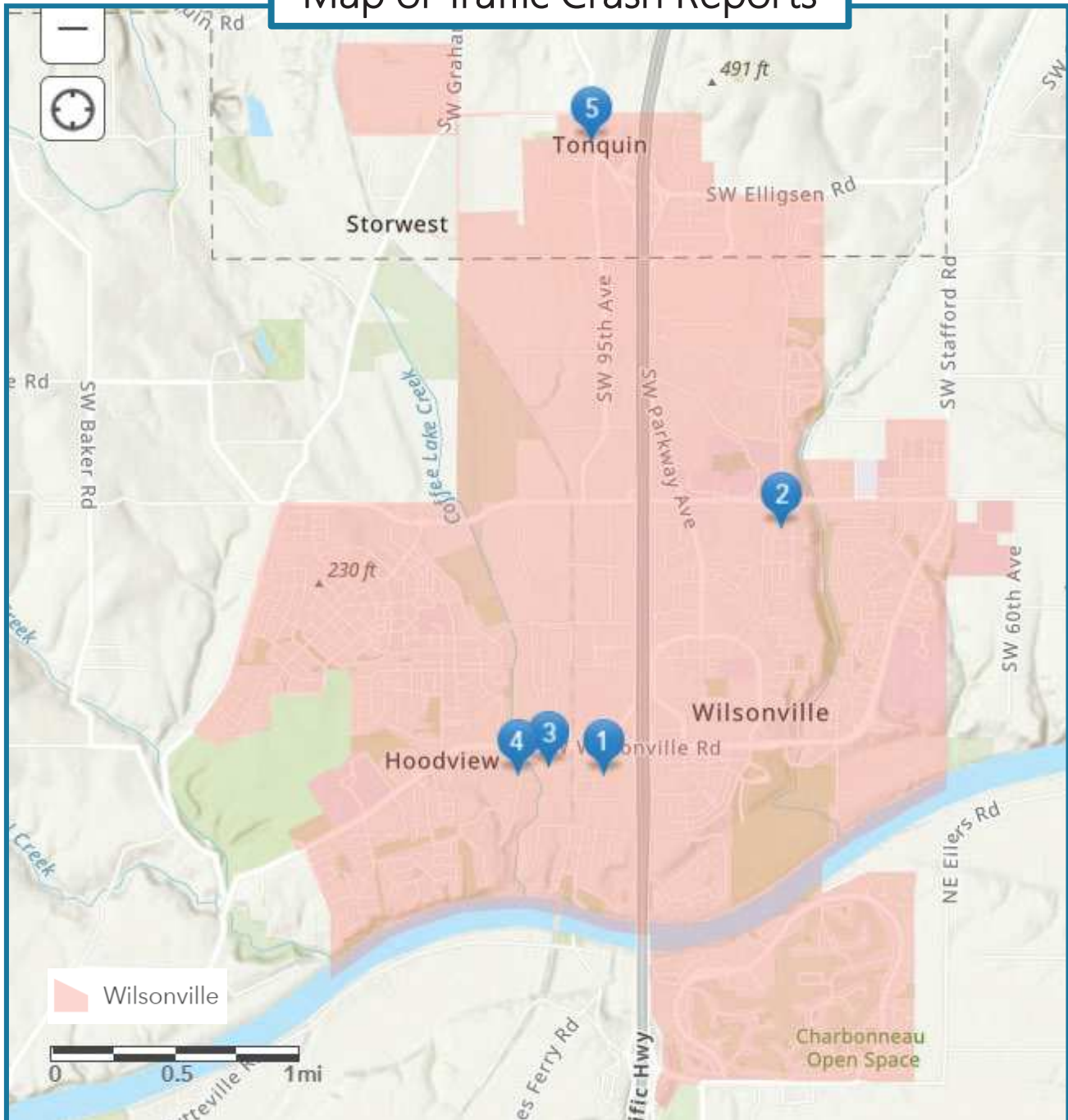


Driver's Residency of Traffic Stop Subject (according to DL):



Map #	Case	Date	Address
1	21-011538	Jun 3	SW WILSONVILLE RD & SW BOONES FERRY RD
2	21-011932	Jun 8	SW BOECKMAN RD & SW CANYON CREEK RD
3	21-012133	Jun 10	9815 SW WILSONVILLE RD
4	21-012607	Jun 16	SW WILSONVILLE RD & SW INDUSTRIAL WAY
5	21-013768	Jun 30	SW BOONES FERRY RD & SW DAY RD

Map of Traffic Crash Reports





JUNE 2021 MONTHLY REPORT

From The Director's Office:

Raw Water Facility Project Update

Two significant construction milestones have been achieved by the Raw Water Facility project at the Willamette River Water Treatment plant (WRWTP).

First was the successful cutting and capping of the 42-inch raw water west header. The header pipe collects raw water from the caisson via pumps and sends it to the beginning of the treatment process at the WRWTP. This modification was needed to separate the WRWTP pumps from the future Willamette Water Supply Program (WWSP) pumps. Careful planning and close coordination between plant operators and contractor was needed as this work required a 10 1/2 hour shutdown of the WRWTP. The WRWTP is the primary source of drinking water for Wilsonville and Sherwood which required the development of multiple contingency plans to address potential construction challenges during the shutdown. Happily the work was completed ahead of schedule and passed all inspections.

Next was the completion of the trenchless crossing of Arrowhead Creek using a technique called pipe ramming. The project involved the contractor pushing a 84 inch diameter, 1 1/4 inch thick steel casing from a launch shaft to a receiving shaft through the ground under Arrowhead Creek bed. This work was complicated as the area is geologically challenging and had the potential of encountering unknown conditions including large boulders. Fortunately the work was successfully completed as planned.



Launch shaft on the left and receiving shaft on the right for the trenchless crossing of Arrowhead Creek



Best Regards,

Delora Kerber, Public Works Director

Facilities

Broken Line—Lots of Water

City Hall staff got a soggy ‘welcome back’ after a weekend of unprecedented high temperatures. The water line to the ice machine in the second floor breakroom ruptured sometime after employees left the building on Friday. Staff aren’t certain exactly when this occurred but it was disconnected long enough to cause significant flooding, forcing City Hall to close for two days, June 28 and 29.

Several departments mobilized upon discovering the leak. It was an “all hands on deck” response on Monday morning. Facilities received help from their Public Works colleagues, Parks Maintenance, Engineering, IT and even Finance in the initial phase.



The culprit!

Second floor—where it all began

Water flowed from the breakroom, saturating the walls, cabinetry and flooring. Staff used shop vacuums to suck up excess moisture before ripping out the carpets in the affected hallways, office spaces and lobby.



Daniel using the shop vac



Cordoned off work site

Facilities cont.



Computer server room— safe but just barely



Drying the hallways outside the restroom



Behind the Finance counter



Drying the lobby —the elevator stayed dry!

Facilities cont.

First floor—where it all came down

When staff arrived on Monday, it was immediately apparent that it would not be “business as usual” at City Hall. The water from the second floor came through the ceiling, saturating the tiles and causing them to collapse. After the air quality issues from the wildfires in Fall 2020, the City had extra fans on hand to help with circulating air to help dry areas.



Employee side entrance



Massive puddle at the front desk



First floor lobby—getting aired out

Facilities cont.

Come in, we're open!

It is hard to believe that something so small could be responsible for so much damage. Our staff responded quickly to the flooding emergency. Public Works, Parks, IT and Finance helped on Monday with drying and removing carpeting, and relocating workstations. IT ensured that the server room was secure and no hardware had been compromised. In spite of the high humidity and lack of air conditioning at City Hall, our staff worked hard until the temperatures stopped work. With Monday's record setting heat of 114 degrees, demolition work was halted during the hottest hours of the day.

On Tuesday, staff worked quickly to complete demolition on all the affected walls and furniture, while fans and dehumidifiers ran nonstop. Other employees spent the morning moving their workstations to a drier location and got back to serving the public



The City is open for business!

Industrial Pretreatment Program

Regulating, Sampling, Evaluating and Reporting

The City's Industrial Pretreatment program aims to eliminate pollutants before they reach the wastewater treatment plant and subsequently the Willamette River. Mia Pan, Industrial Pretreatment Coordinator is responsible for regulating businesses and industries that release wastewater in their process to ensure their discharge meets local requirements and complies with the Clean Water Act. This protects water for its various purposes and eliminating as much pollutants as possible before entering the receiving water body. National Pollutant Discharge Elimination System (NPDES) permits are issued, limiting what can be discharged, and setting monitoring and reporting requirements. The industrial pretreatment program is a provision that ensures discharge does not hurt water quality or people's health.

One part of the pretreatment program involves issuing permits to 'significant' industries—those that produce more than 25,000 gallons per day or are in a categorical industry. These industries have limits, monitoring and reporting requirements, and other provisions, similar to the NPDES permit. Enforcing these permits requires facility inspections, water sampling, reviewing monitoring reports, drafting and revising permits, and the occasional violation procedure. Another part of the program is regulating food service establishments of fats, oils, and greases to prevent "fatbergs" from obstructing the City's sewer collections system.

Currently Mia is managing a project for the technically-based local limits evaluation, which is a requirement for the City's NPDES permit. Local limits are the wastewater pollutant levels that businesses and industries must meet to be in compliance with the City's environmental code. This requires extensive sampling to determine how our current local limits should be revised.



Fatberg prevention



Sampling in the field

Utilities—Water

Congratulations—Paul

The Water crew is happy to add a member to the team! Paul Walker has been promoted to a Water Technician position. Paul has worked for the City of Wilsonville for the last four years as Utilities Maintenance Specialist. He has developed a well-rounded skillset, having performed work in stormwater, sewer, and water. Prior to working for the City, Paul completed a Water Technology Program in Southern California and previously worked as a Wastewater treatment operator.



Paul Walker, Water Technician

Checking for Leaks

This month a leak detection survey was conducted by Utility Services Associates. Every year a survey is conducted to check approximately one fifth of the City in order to identify any active leaks. The leak detection survey is performed by a technician that utilizes specialized listening equipment to pick up the noise of a leak off of valves, meters, and hydrants. This year's survey was conducted in the in the Northeastern portion of the City. Fortunately, only a few small leaks were identified during the survey and have since been fixed by the water crew.

Twelve of the control valves in the distribution system were serviced this month by GC Systems. As a preventative maintenance practice, control valves are rebuilt every 5 years. The rebuild consist of a full disassembly and cleaning of the main valve and pilot controls. All rubber parts are replaced and the assembly is tested and put back into service.



Listening for a leak



Control valve maintenance

Utilities—Wastewater

Assisting the Engineering Division

The Wastewater crew continues to perform routine cleaning in the Old Town basin of the wastewater collection system. In addition to completing maintenance tasks, the crew helped out with some requests from the Engineering division. At the Memorial Park lift station, the crew ensured that an old force main was still functional. This allowed the contractor to utilize it while the active line was drained and tied into the new construction. After confirming the functionality of the old force main and valves, the contractor completed their work without issue.



Excavating the old force main pipe



Turning a valve



Temporary diversion of wastewater

Utilities—Wastewater cont.

Locating a Large Water Line with Small Potholes

The Wastewater crew also assisted with a bit of investigative work out at the Fifth to Kinsman project by performing potholing over the 63" water transmission line. After a line has been officially located, staff dig small holes around the line to confirm the exact location in the ground. They also checked the condition of the transmission line where a future sewer line will be passing underneath.



Potholing to find the water line

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

June 2021 Report

JUNE TEENTH FREEDOM DAY

JUNE 19

I have often heard it said, “*The truth hurts.*” Perhaps, but a lie can destroy all it touches. Scottish historian, Thomas Carlyle said with moral rectitude, “*No lie can live forever.*” Having accepted that both the truth and a lie can be pernicious weapons, where then should we turn? Where indeed?

Singer-songwriter, Billy Joel sung about a place he referred to as “*the desert of truth.*” I can only imagine what a lonely place that must be. An arid landscape, hot, dry, and empty of vegetation and human life. Not a place any of us should aspire to visit, yet some are quick to drop in and out when and if it suits their needs.

As I seek to get my head around the human-created truth/lie conundrum, I have arrived at a reality that fits me like a glove. Without a soupcon of doubt, I would much prefer to be hurt with the truth than to be misled with a lie.

Let truth flow like the Willamette River and honesty like Multnomah Falls.

Dwight Brashear
Transit Director



Fleet Services– Scott Simonton Fleet Services Manager

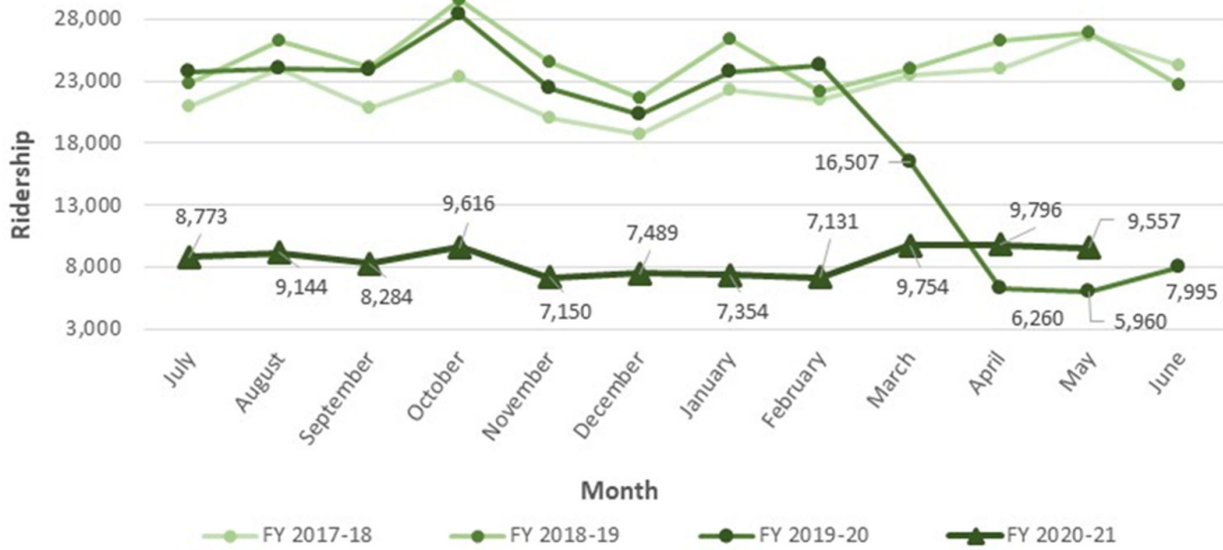


SMART has obtained two solar powered electronic scheduling displays to test at selected bus stops. The first of these has been installed at the stop on Park Place/Town Center Loop (next to Shari's). A second display will be placed in service in July.

The 13" display provides current schedules for all routes serving a particular stop. These units have the capability to provide real-time bus information, which we plan to implement when the new bus technology package goes live later this year.

Operations - Eric Loomis Operations Manager

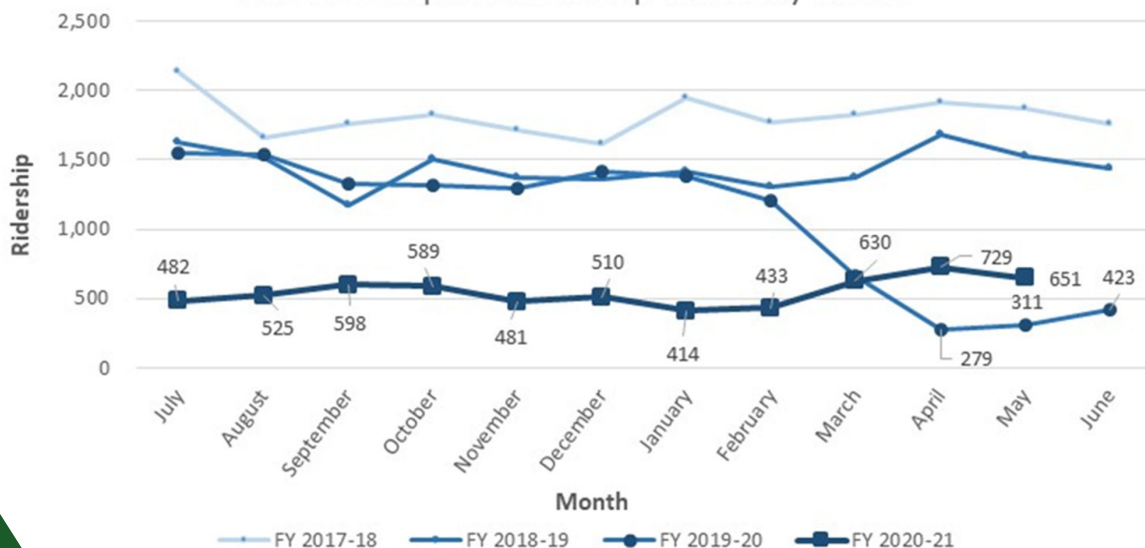
Fixed Route Ridership Trends by Month



SMART’s current ridership shows a direct correlation to COVID-19 pandemic policies put in place by federal and state policy makers. As Oregon went into a traveling “freeze” from November to March, ridership initially decreased then leveled off. Once the traveling “freeze” was over, ridership reverted back to average COVID-19 pandemic levels.

With restrictions on social distancing and other state policies being lifted at the end of June, SMART anticipates to see a very gradual increase in overall ridership over the next several months.

Demand Response Ridership Trends by Month



Transportation Options - Michelle Marston Program Coordinator

During the month of June an electronic survey was sent to HR/Transportation & Facilities Coordinators of the large businesses within Wilsonville. This email was to be forwarded onto their respective workforce. Due to internal restrictions most employers did not forward it on. We did receive a handful of responses, but the number was so low that this survey was scrapped and the

results will not be tabulated. Only two businesses participated and we felt that the information was not supportive of a cross section of Wilsonville employees.

So we will try again from another angle, later this summer. SMART is partnering with Get There—a statewide initiative spearheaded by the Oregon Department of Transportation (ODOT)—to help organizations get ahead in today’s new normal—*plus* keep Oregonians and

our economy moving. We’re looking for ways to better support organizations across the state in creating optimal workplaces and work experience and want to hear from HR professionals who play critical roles.



This August/September, ODOT is conducting a 10-15 minute online survey among HR professionals to gauge their opinions, identify challenges, and determine needs and support strategies. How,

where, and when work gets done is being re-envisioned as organizations rethink standards and norms. Lessons learned from the pandemic have revealed new possibilities and opportunities—especially around hybrid remote work and flexible schedules.

Our local HR professionals will be included in this survey, with the hopes of finding out how we can help with transportation options to the changing workforce in Wilsonville.

