

# REQUEST FOR PROPOSALS ENGINEERING AND RELATED SERVICES

# I-5 Pedestrian Bridge Barber St. to Wilsonville Town Center Project #4202

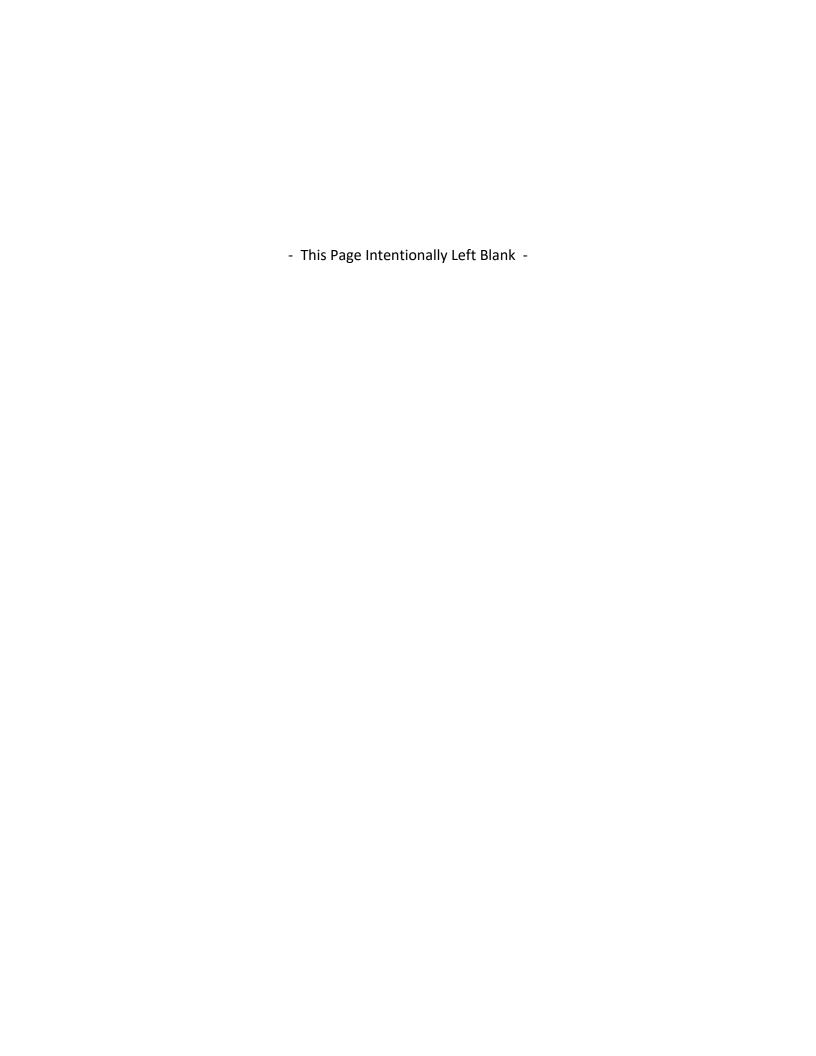
JULY 29, 2019

#### **Address Proposals to:**

City of Wilsonville Attn: Zachary J. Weigel, P.E. 29799 SW Town Center Loop East Wilsonville, OR 97070

#### Proposals due: Tuesday August 27, 2019, at 2:00 PM, local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – I-5 Pedestrian Bridge," and sent to the attention of Zachary J. Weigel, P.E., Capital Projects Engineering Manager. Include the name and address of the Proposer. Proposers must submit five (5) sets of the Proposal. Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.



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### Request for Proposals

The City of Wilsonville, Oregon is requesting Proposals in order to select a qualified consultant to provide professional services for the I-5 Pedestrian Bridge ("Project"). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications-based selection procedures of OAR 137-048-0220. This Project  $\square$  does  $\square$  does not involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Professional Services Agreement and must be carefully reviewed and complied with.

#### I. Project Description

The City of Wilsonville is bisected by Interstate 5, splitting the City into east and west halves with crossings provide by only three existing roadways and one multi-use trail beneath the I-5 Boone Bridge. In order to provide a more centralized, safe pedestrian and bike crossing of I-5, separated from vehicular traffic, the I-5 Pedestrian Bridge project was first identified in 2006 as part of Wilsonville's Bicycle & Pedestrian Master Plan.

The new bridge crossing will cross over Boones Ferry Road, Interstate 5, and Town Center Loop West, connecting Barber Street to the Wilsonville Town Center. The Project will directly link communities west of I-5 to Wilsonville's Metro designated 2040 Town Center and high tech employment centers, as well as link communities east of I-5 to the SMART Central Station, the hub of Wilsonville's transit system and south terminus of TriMet's WES commuter rail.

In June 2013, Wilsonville formally adopted the I-5 Pedestrian Bridge as a high-priority standalone pedestrian and bicycle Improvement project as part of the Transportation System Plan. The project quickly became a priority for the Wilsonville community, with City Council authorizing conceptual design and cost estimate work, a funding analysis, grant proposals with award of a Metro Regional Flexible Fund Allocation in 2017 for project design, and purchase of a property in the Wilsonville Town Center for the eastern bridge landing. Continued effort on the project was temporarily placed on hold during the Wilsonville Town Center planning work to ensure the bridge project reflected the vision and goals of the Town Center area where the eastern landing of the bridge will be located.

In April 2019, Wilsonville adopted a new long range plan for the Town Center area that established a community vision for a vibrant, walkable community hub that inspires people to come together and socialize, shop, live, and work. The Town Center is the heart of Wilsonville. It is home to active parks, civic spaces, and amenities that provide year-round, compelling experiences. Wilsonville residents and visitors come to Town Center for shopping, dining, culture, and entertainment.

A key feature of the Town Center Plan is an emerald chain of green spaces that connects people to one another and nature. The emerald chain links Town Center Park and Memorial Park with

a connected network of trails, cycle tracks, small plazas and green spaces through the Town Center connecting with the I-5 Pedestrian Bridge and an envisioned gateway plaza welcoming visitors to the Town Center.

As the first implementation project of the Town Center Plan, it is essential that the I-5 Pedestrian Bridge and Gateway Plaza design reflect the community's vision and set the tone for what the Town Center is to become.

The work associated with this Project includes engineering and construction specifications and design plans for a multi-use pathway, bridge, and gateway plaza incorporating art, architectural design, and placemaking with associated roadway and utility improvements, public outreach, natural resource review, permitting, and acquisition support.

#### II. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

- 1. Proposer's project team shall include a State of Oregon Registered Professional Engineer and a licensed Professional Landscape Architect and/or licensed Professional Architect.
- 2. Proposer shall demonstrate a minimum of ten (10) years' experience providing the types of services described within this Request for Proposals for public agencies with specific emphasis on bridge design, plaza design, and transformative placemaking.
- 3. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.

#### III. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. Upon request, RFP documents may be obtained by standard mail for a fee of \$35.00. The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Candi Garrett at (503) 683-4960 to obtain RFP documents by mail.

RFP documents can also be downloaded at <a href="www.questcdn.com">www.questcdn.com</a>, Project #6459654, for a \$10.00 download fee. For any assistance with free registration or downloading, contact QuestCDN customer service at (925) 233-1632.

#### IV. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Zachary J. Weigel, P.E.
Capital Projects Engineering Manager
Wilsonville Engineering Division

Contact at: (503) 570-1565 weigel@ci.wilsonville.or.us

#### V. Pre-Proposal Meeting

There will be no pre-submittal meeting or site visit scheduled for this RFP.

#### VI. RFP Questions

Interested consultants shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville Attn: Zachary J. Weigel, P.E. 29799 SW Town Center Loop East Wilsonville, OR 97070

OR

weigel@ci.wilsonville.or.us

All questions shall include "I-5 Pedestrian Bridge – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m.** local time on **Tuesday**, **August 20, 2019.** Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails or other communication will be unrestricted during the RFP preparation period until **5:00 p.m.** local time on **Tuesday**, **August 20, 2019**. During this time Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m.** local time on **Tuesday**, **August 20, 2019** will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

#### VII. Proposal Submission

Interested consultants shall submit five (5) copies of their written Proposals, sealed in an opaque envelope, plainly marked "Request for Proposals – I-5 Pedestrian Bridge," and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m.** local time on **Tuesday, August 27, 2019**.

City of Wilsonville Attn: Zachary J. Weigel, P.E. 29799 SW Town Center Loop East Wilsonville, OR 97070 Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

#### VIII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals July 29, 2019

RFP Change Request Deadline August 20, 2019, 5:00 p.m.
RFP Question Submission Deadline August 20, 2019, 5:00 p.m.

Addenda Issuance Deadline August 23, 2019

Proposals Due August 27, 2019, 2:00 p.m.

Evaluation of Proposals Complete September 3, 2019
Interviews Scheduled (*if required*) September 3, 2019
Notice of Intent to Award September 3, 2019

Award Protest Deadline September 10, 2019, 5:00 p.m.

City Council Award Hearing October 7, 2019, 7:00 p.m.

Notice of Award October 8, 2019

#### IX. General RFP Information

#### Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up, standard mail, or download at <a href="https://www.questcdn.com">www.questcdn.com</a>.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Friday, August 23, 2019**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

#### Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon

Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

#### Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

#### Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

#### **Disputes**

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

#### **Proposer Certifications**

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

- Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
- 2. Proposer is familiar with the local conditions under which the work will be performed.
- 3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
- 4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
- 5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
- 6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
- 7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- 8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

#### Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

#### **Competition**

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

#### **RFP Protests and Change Requests**

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville Attn: Zachary J. Weigel, P.E. 29799 SW Town Center Loop East Wilsonville, OR 97070

OR

weigel@ci.wilsonville.or.us

All change requests shall include "I-5 Pedestrian Bridge – RFP Protest" in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m.** local time on **Tuesday, September 10, 2019**. Each protest and request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

#### **Proposal Liability**

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

#### City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

#### Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- 1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- 2. Failure of the Proposer to submit a Proposal in the format specified herein.
- 3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
- 4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

#### Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

#### Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

#### Wilsonville, Oregon and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

#### X. Scope of Work

The following is a proposed scope of work for the design of a pedestrian and bikeway bridge crossing Boones Ferry Road, Interstate 5, and Town Center Loop West, connecting Barber Street with the Wilsonville Town Center. The west bridge landing will incorporate a multi-use pathway connection to Barber Street with associated roadway improvements and include an alternatives analysis of different bridge approach configurations. The east bridge approach will be designed to land on a City-owned property within the Wilsonville Town Center and include a gateway plaza designed to connect to the future planned emerald chain greenway, but configured to connect to existing public facilities in the interim.

The Consultant is expected to become familiar with the Wilsonville Town Center Plan and provide a bridge and gateway plaza design that reflects the goals and community vision for Wilsonville's Town Center. High-quality, architectural design elements, incorporating public art stormwater treatment, and lighting that honor the area's natural resources and agricultural legacy, while attracting businesses and visitors to the area are essential.

The Consultant will assist City staff in a public outreach program aimed at empowering community members to "leave their mark" on the Project, building on the momentum and results of the engagement with the Town Center Plan, and informing the final designs, features, and public art components of the Project. Consultant will lead planning events and preparing materials in support of public engagement, with emphasis on engaging historically underrepresented populations.

The Consultant team will coordinate, prepare, and obtain all federal and state permits associated with the bridge crossing. Based on permit requirements, the Consultant will prepare bridge designs of differing types, incorporating varied design elements reflective of the Town Center vision for the City's consideration.

Upon selection of the bridge design, the Consultant will be responsible for preparing engineering drawings with construction documents and specifications utilizing the most current active transportation design guidelines, readying the I-5 Pedestrian Bridge project for construction.

A follow on phase of work included as part of this RFP, but scoped separately, are construction engineering services, including construction management and inspection of the project. The second phase of work is dependent on the availability of construction funding for the project and if advanced, the construction engineering services will be scoped and fee negotiated at a later date.

#### Term of Service

The contract resulting from this RFP shall have an anticipated date of final completion on June 30, 2021.

#### **Pre-Contract Activity**

The successful proposer shall work with the City's Project Manager to clarify and prepare a detailed scope of services prior to preparing its cost proposal. The final scope of services and cost proposal may include additional scope items recommended by the Consultant. Precontract meetings shall not be billable to the City.

#### Task 1 – Project Management

Consultant shall provide overall management of the project work and oversight and coordination of the consultant team, including staff and sub-consultants. Coordinate project work with the City Project Manager and communicate work status on a regular basis and as project issues or concerns arise. Maintain an electronic project file for all project documents. Provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.

Consultant shall prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval.

Consultant shall prepare a detailed Project schedule that includes each task and subtask and key project milestones. Update the Project schedule as changes to task timeframes occur.

Consultant shall attend and prepare materials for project meetings that will include at a minimum, kickoff, Oregon Department of Transportation (ODOT) pre-design, regular project team, technical partners at key project input milestones, Planning Commission, and City Council for design input and key decision points.

#### Task 2 – Survey

Consultant shall provide topographic survey and base mapping within the identified project limits. Survey work includes setting horizontal and vertical control, conducting topographic survey and preparation of survey base map. Obtain title reports, perform monument recovery, and establish right-of-way and property boundaries. Prepare legal descriptions and exhibits for property and easement acquisition and staking of acquisition areas.

#### <u>Task 3 – Public Engagement</u>

Consultant shall prepare a Public Engagement Plan that includes strategies and desired outcomes for broad-based, early, and continuing engagement of key stakeholders and the public. The Public Engagement Plan will need to address unique outreach needs and opportunities of environmental justice/underserved communities in the area. Consultant shall prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and include them in the engagement opportunities.

The Public Engagement Plan shall outline the process for timely and accessible forums of public input, including open houses, workshops, public surveys, public events, etc. It shall also outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached.

The Public Engagement Plan shall incorporate the City's existing public engagement tools, including Let's Talk Wilsonville, Boone Ferry Messenger, and social media platform, utilizing these communication tools rather than paying for third party platforms. Let's Talk Wilsonville offers the following tools: newsletters, surveys, stories, ideas, forums, news feeds, GuestBook, Q&A, Quick Poll, and Places (information that can be tagged to a pin on a map).

Wilsonville staff will develop and maintain the project website, community engagement webpage, and stakeholder list and serve as the point of contact for media and public inquiries. Consultant shall prepare content for distribution through those platforms (e.g. if the Consultant proposes a survey at a certain point in the project, the survey content will be created by the Consultant and delivered to the City staff, while City staff will publish the content online and collect the data).

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, summaries and other documents as needed to support the activities outlined in the Public Engagement Plan. The ability to provide high-quality visual communication materials is an essential attribute of the Consultant team.

A key deliverable of the public engagement will be a vision and goals document for the Project. Consultant shall prepare a document outlining the Project's vision and goals reflective of the community's vision of the Town Center Plan and reaffirming with project stakeholders. The vision and goals document will be used to help guide design and decision making on the Project to ensure consistent implementation with the Town Center Plan.

#### <u>Task 4 – Environmental Documentation and Permitting</u>

Natural Resource Inventory – Consultant shall perform an analysis and inventory of natural resources within the project limits, include wetland and aquatic resource assessment. Perform a tree survey by a certified arborist documenting the species, size, and health of trees within the project limits. Identify any regulatory permitting requirements for the project. ODOT has indicated that the Migratory Bird Treaty Act will apply to the project due to the crossing on Interstate 5.

Cultural Resources Documentation – Consultant shall provide an analysis and inventory of any historic or archaeological resources within the project limits in accordance with State of Oregon requirements. Coordinate with ODOT cultural resources staff in preparation and review of cultural resource report for compliance with State of Oregon requirements.

Hazardous Materials Report – Consultant shall conduct a Phase 1 and Phase 2 Environmental Site Assessment identifying the presence and limits of hazardous materials within the project limits. Determine the extent of additional investigation and regulatory permitting necessary for the project. A Phase 1 and Phase 2 Environmental Site Assessment has been completed for the City owned Town Center property, location of the east bridge landing and gateway plaza as part of the property acquisition and will be made available to Consultant.

Environmental Documentation and Permitting Contingencies – Consultant shall provide contingency tasks for additional natural resource, hazardous material, and cultural resources assessment or approvals as needed.

Oregon Department of Transportation (ODOT) Permit Requirements – Consultant shall consult and coordinate with ODOT and other agency's regulating a bridge crossing of Interstate 5, and document permit and design requirements for bridge crossing of Interstate 5. Consultant shall coordinate, prepare, submit, and revise as needed any required permits and supporting materials to obtain necessary ODOT and regulatory agency approval.

#### Task 5 – Geotechnical Investigation

Consultant shall perform a geotechnical investigation of the project site in determination of the structural design of bridge, foundations, and retaining walls. Perform geotechnical field explorations, laboratory testing and engineering analysis and provide geotechnical report documenting recommendations for bridge structure, foundations, retaining walls, and other pertinent structural elements.

#### Task 6 - Bridge Type, Size, and Location Report

Consultant shall prepare a bridge type, size, and location report documenting bridge design criteria, permitting requirements/constraints, and considerations and decisions for selection of bridge design elements.

Consultant shall provide a bridge design alternatives analysis, incorporating a range of innovative, diverse structural designs and aesthetic appearances that meet the design criteria,

permitting requirements, and can be built at the project location. Each bridge design alternative shall incorporate high-quality, architectural features, be coordinated and compatible with the gateway plaza conceptual designs, and reflect the vision and goals established for the project. The analysis shall include approximate construction costs, high-quality color schematics, and a brief description of the structural design, aesthetic appearance, and compatibility with the community's vision for the Town Center for each of the design alternatives.

Consultant shall provide a bridge landing alternatives analysis for the west bridge approach, incorporating varied bridge landing configurations meeting current urban, active transportation design guidance and ADA design standards. The analysis shall include approximate construction costs, identification of property impacts, high-quality color schematics, and a brief description of the layout and opportunities and constraints for each design alternative.

Information gathered through the bridge design and bridge landing alternatives analysis shall be used to engage and obtain feedback from the public and receive design direction from the Wilsonville Planning Commission and City Council.

#### <u>Task 7 – Gateway Plaza Conceptual Design</u>

The bridge and the eastside bridgehead in Town Center are considered Framework Projects<sup>1</sup> for the Town Center Plan. During the Planning process, the community identified the eastside bridgehead as an opportunity to establish a highly visible gateway to Town Center. A well-designed bridge and bridge landing should include architectural elements that reflect Town Center as well as seating, landscaping and wayfinding/directional signage, providing direct connections for people to destinations in Town Center, such as Town Center Park, via the planned two-way cycle track, and to the local and regional bicycle and pedestrian network. Conceptual Designs for the Gateway Plaza should also integrate, to the extent applicable, the Placemaking Strategies and Guidelines outlined in the Town Center Plan, including creative use of natural elements, landscaping, lighting, methods to activate the space, and public art.

Consultant shall provide a gateway plaza alternatives analysis on the City-owned parcel of land within the Wilsonville Town Center The analysis shall incorporate a variety of gateway plaza conceptual layouts, including the east bridge landing, with a range of aesthetic appearances, meeting current urban, active transportation design guidance and ADA design standards.

Each gateway plaza design alternative shall:

- Incorporate high-quality, architectural features
- Integrate the Town Center Placemaking Strategies and Guidelines (including creative use of natural elements, landscaping, lighting, methods to active the space, public art and storm water treatment and conveyance)
- Be coordinated and compatible with the bridge conceptual designs

<sup>&</sup>lt;sup>1</sup> "Framework projects" are projects that establish a foundational element of the Plan. Framework projects are projects that were identified by the project Task Force, Planning Commission and City Council as being the most important projects to complete (pending funding) to implement the Plan's vision. These are high priority projects that will receive public funding to cover a portion of the costs.

Reflect the vision and goals established for the project.

The analysis shall include approximate construction costs, high-quality color schematics, and a brief description conceptual layout, opportunities and constraints, and compatibility with the community's vision for the Town Center for each of the design alternatives.

The east bridge landing and gateway plaza shall be designed to seamlessly connect with the planned emerald chain of green spaces and multi-modal pathway and, in the interim, to the existing pedestrian and bicycle infrastructure, while preserving the function of the gateway plaza as a highly-visible, community space.

#### Task 8 - Public Art

Public art is something Wilsonville residents have discussed extensively with the City developing a Community Investment Strategy for Arts, Culture and Heritage. There is also a history of engaging the community in public art components to larger infrastructure investments by the City. As Wilsonville Road interchange area converted from six lanes to eight lanes for vehicular safety and capacity improvements, bicyclists and pedestrians also benefited with better east / west crossings under I-5. Wilsonville's young student artists created tile art that was incorporated into the design to beautify the environment to make it inviting, comfortable, and aesthetically pleasing, with the goals of improving mobility and encouraging bicycling and walking. This also created a connection to the community for involved citizens lasting well beyond the timeline of the project.

The Project area includes some public art, such as "Apache" in Town Center Park and the Community Landmark Clock Tower at the transit center. Artwork, ranging from sculptures to murals to structural elements, can have dramatic effects on the public realm. Art can serve as landmarks that create a sense of place and interactive features enhance the experience of public spaces. An investment in arts and humanities builds and strengthens communities.

Consultant should build community through the integration of public art into the Project. The Consultant team's experience with Community Placemaking and involving community members to make changes they want to see in their cities/neighborhoods is an essential attribute of the Consultant team.

Consultant to develop a process for empowering and engaging community members in the public art component of the project and identify opportunities for integrating public art into the Bridge and Gateway Plaza. Consultant shall develop process for incorporating art into final design and construction of the project for when construction funding is secured.

#### Task 9 – Stormwater Analysis

Consultant shall prepare a Stormwater Drainage Report in conformance with the City of Wilsonville Public Works Standards. Stormwater quality and conveyance shall be in conformance with the Town Center Plan, 2012 Stormwater Master Plan, and the Public Works Standards.

Consultant shall integrate creative and innovative stormwater treatment and conveyance into design of the bridge and gateway plaza, incorporating use of natural elements, landscaping, lighting, architectural features, public art providing both functional and aesthetic value and reflecting the vision and goals established for the project.

#### <u>Task 10 – Design Documents</u>

Consultant shall prepare a complete set of preliminary (30%), advance (60%), and final (90%) design documents, including engineered plans, updated schedule, and cost estimates for the project for review and comment by the City, Metro, and regulatory agencies. Each review set of design documents shall incorporate and refine the design based on results of the natural resource inventory, permitting requirements/constraints and geotechnical findings, as well as any public feedback, Planning Commission, and City Council direction regarding bridge, bridge landing, and plaza design considerations. Final design documents shall include construction specifications for review and comment and identify opportunities and locations for potential public art as determined in Task 8. Submitted comments and responses will be tracked in a comment log for the duration of the project.

#### **Contingency Tasks**

Should construction funding for the Project be secured prior to submission of Final Design Documents and the City decides to proceed with construction of the Project, the Consultant may be authorized to proceed with the following Contingency Tasks.

#### <u>Contingency Task 11 – Public Art Implementation</u>

Consultant shall implement the process for incorporating art into final Project design and construction.

#### Contingency Task 12 – Final Construction Documents

Consultant shall prepare a complete set of final construction documents, including construction drawings, specifications, cost estimates, bid schedule and bid item descriptions. Final construction documents shall incorporate public art implementation and any final City, Metro, and regulatory agency comments and direction from Wilsonville Planning Commission and City Council.

#### <u>Contingency Task 13 – Bidding Assistance</u>

Consultant shall coordinate with City in the preparation of construction bid documents. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review all addenda necessary to clarify the construction bid documents.

#### Phase II – Construction Engineering Services

Should construction funding for the Project be secured prior to submission of Final Design Documents and the City decides to proceed with construction of the Project, the City may negotiate a scope and fee with the Consultant to provide construction engineering services as a

second phase to Professional Services contract. Construction engineering services include, but are not limited to administration, management, staking, and inspection during construction of the Project.

Consultant shall include qualifications in the Proposal for services that may be included in this second phase of work and will be considered as part of the evaluation.

#### XI. Proposal Requirements

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

#### **Proposal Format**

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposals shall be organized in accordance with the listed proposal contents and shall not exceed 12 total sheets (24 total pages). Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

#### Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included.

The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."

"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."

#### **Project Understanding**

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

#### Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

- 1. Describe overall approach to project management.
- 2. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFP, as well as the cost of permits, acquisitions, and construction.
- 3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
- 4. Identify Proposer's specific team members, including key sub-consultants, and resources assigned to each task and activity of the RFP.
- 5. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
- 6. Describe Proposer's approach to unanticipated issues that may arise during the Project.
- 7. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
- 8. Describe Proposer's approach and abilities to interact and engage stakeholders.

- 9. Identify and describe the deliverables that will result from each task and activity.
- 10. Identify key points of input and review with City staff.

#### Proposer's Experience

Proposals shall provide a brief work history of consultant's and any key sub-consultant's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

- 1. Describe the consultant's and key sub-consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
- 2. Describe consultant and key sub-consultants' work experience that correspond with the Project needs, as identified in this RFP.
- 3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last ten (10) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.
  - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
  - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
  - Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

#### **Project Team Experience**

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

- 1. Identify by name and title the project principal, project manager, key staff, and any subconsultants or subcontractors to be assigned to this Project.
- 2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, to be assigned to this Project.
- 3. Identify the Project roles and responsibilities of all key personnel.
- 4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
- 5. Describe the extent of principal and project manager involvement.
- 6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.

7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

#### **Project Schedule**

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

#### **Supporting Information**

Proposals should include examples of high-quality visual communication materials, including photographs, graphic illustrations, exhibits, visualizations, and alike implemented on similar projects as supporting information.

Proposals should include supporting information in the form of photographs, graphic illustrations, project documentation demonstrating the Consultant team's experience with placemaking through the integration and creative use of natural elements, landscaping, lighting methods of activating space, public art, and storm water treatment and conveyance for pedestrian bridge and plaza projects in an urban town center environment.

Other supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: "There is no additional information we wish to present."

#### XII. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and consultant presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process. At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

#### Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

#### **EVALUATION CRITERIA**

| Criteria                | Maximum<br>Score |  |  |  |
|-------------------------|------------------|--|--|--|
| Introductory Letter     | Required         |  |  |  |
| Project Understanding   | 10               |  |  |  |
| Project Approach        | 30               |  |  |  |
| Proposer's Experience   | 20               |  |  |  |
| Project Team Experience | 40               |  |  |  |
| Project Schedule        | Required         |  |  |  |
| Supporting Information  | N/A              |  |  |  |
| Total                   | 100 Points       |  |  |  |

#### **Interview Evaluation**

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and rescore each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

#### <u>Successful Proposer Determination</u>

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post- interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

#### **Award Protest**

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Wilsonville Attn: Zachary J. Weigel, P.E. 29799 SW Town Center Loop East Wilsonville, OR 97070

OR

weigel@ci.wilsonville.or.us

Award protests shall include "I-5 Pedestrian Bridge – Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

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# Attachment A

Sample Professional Services Agreement

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#### CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for the I-5 Bicycle and Pedestrian Bridge

| Project ("Project") is made and entered into on this day of _  | 2019  |
|--|---|
| ("Effective Date") by and between the City of Wilsonville, a municipal co  | orporation of the State of  |
| Oregon (hereinafter referred to as the "City"), and [state] [corporation/limited liability company, etc.] (h "Consultant").  | ereinafter referred to as   |
| RECITALS   |   |
| WHEREAS, the City requires services which Consultant is capable of proconditions hereinafter described; and  | viding, under terms and   |
| WHEREAS, Consultant represents that Consultant is qualified to perform<br>herein on the basis of specialized experience and technical expertise; and   | n the services described  |
| WHEREAS, Consultant is prepared to provide such services as the City do  | es hereinafter require.   |
| NOW, THEREFORE, in consideration of these mutual promises and the t forth herein, the parties agree as follows:  | erms and conditions set   |
| AGREEMENT  |   |
| Section 1. Term  |   |
| The term of this Agreement shall be from the Effective Date until all performed hereunder ("Services") are completed and accepted,, 20, whichever occurs first, unless earlier term herewith or an extension of time is agreed to, in writing, by the City.  | or no later than  |
| Section 2. Consultant's Services   |   |
| 2.1. Consultant shall diligently perform the Professional Ser requirements and deliverable dates identified in the Scope of Services, attac and incorporated by reference herein, for the Project.   |   |
| 2.2. All written documents, drawings, and plans submitted by Cowith the Services shall bear the signature, stamp, or initials of Consultate Manager. Any documents submitted by Consultant that do not bear the sign of Consultant's authorized Project Manager, will not be relied upon by the plans and answers to questions regarding the Services or Scope of Service Project Manager may be verbal or in writing, and may be relied upon by | ant's authorized Project<br>nature, stamp, or initials<br>e City. Interpretation of<br>es given by Consultant's |

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

- 2.3. Consultant will not be deemed to be in default by reason of delays in performance due to 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.
- 2.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.
- 2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 3. Compensation**

|  | 3.1. | Except as | otherwise set fo | orth in this S | ection 3, the City a | agrees to | o pay Coi | nsultant on |
|--|------|-----------|------------------|----------------|----------------------|-----------|-----------|-------------|
| a  | time | and       | materials        | basis,         | guaranteed           | not       | to        | exceed      |
|  |      |           |                  |                | _ DOLLARS (\$_       |           | ) for pe  | rformance   |
| 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.   |      |           |                  |                |                      |           |           |             |
|  |      |           |                  |                |                      |           |           |             |

- 3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Services or any compensation above the amount shown in **Subsection 3.1** requires a written Addendum executed in compliance with the provisions of **Section 16**.
- 3.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

- 3.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.
- 3.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

#### Section 4. City's Rights and Responsibilities

- 4.1. 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.
- 4.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 14.

#### Section 5. City's Project Manager

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

#### Section 6. Consultant's Project Manager

Consultant's Project Manager is \_\_\_\_\_\_\_. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such redesignation. 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 7. 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 8. Duty to Inform**

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

#### **Section 9. Subcontractors and Assignments**

- 9.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, 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. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.
- 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. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.
- 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 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will

have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

- 10.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (Exhibit B). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per Section 16 of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.
- 10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

#### **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 subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.
- 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 or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.
  - 11.4. References to "subcontractor" mean a subcontractor at any tier.

#### **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, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.
- 12.2. <u>Standard of Care</u>. In the performance of the Services, Consultant agrees to use 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. <u>Insurance Requirements</u>. 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. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must

require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies 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 and all subcontractors shall obtain, at each of their own 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. <u>Professional Errors and Omissions Coverage</u>. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.
- 13.1.3. <u>Business Automobile Liability Insurance</u>. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have 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, its subcontractors, 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. <u>Insurance Carrier Rating</u>. Coverages provided by Consultant and its subcontractors 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.
- as an additional Insured with respect to Consultant's liabilities hereunder in insurance coverages. 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. 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. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.
- 13.1.7. <u>Certificates of Insurance</u>. 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. <u>Primary Coverage</u>. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

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

- 14.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:
  - 14.1.1. By mutual written consent of the parties;
- 14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

- 14.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.
- 14.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.
- 14.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.
- 14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

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

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

### Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or

effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

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

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts 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. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.
- 18.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

#### **Section 19. Notices**

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

| To City:       | City of Wilsonville               |  |  |  |
|----------------|-----------------------------------|--|--|--|
|                | Attn: Zach Weigel, Civil Engineer |  |  |  |
|                | 29799 SW Town Center Loop East    |  |  |  |
|                | Wilsonville, OR 97070             |  |  |  |
| To Consultant: |                                   |  |  |  |
|                | Attn:                             |  |  |  |
|                |                                   |  |  |  |
|                |                                   |  |  |  |

### **Section 20. Miscellaneous Provisions**

- 20.1. <u>Integration</u>. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.
- 20.2. <u>Legal Effect and Assignment</u>. 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. <u>No Assignment</u>. 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. <u>Governing Law</u>. 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. <u>Jurisdiction</u>. Venue for any dispute will be in Clackamas County Circuit Court.
- 20.7. <u>Legal Action/Attorney Fees</u>. 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. <u>Nonwaiver</u>. 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. <u>Severability</u>. 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. <u>Modification</u>. This Agreement may not be modified except by written instrument executed by Consultant and the City.
- 20.11. <u>Time of the Essence</u>. Time is expressly made of the essence in the performance of this Agreement.
- 20.12. <u>Calculation of Time</u>. 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. <u>Headings</u>. 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. <u>Interpretation</u>. 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. <u>Entire Agreement</u>. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.
- 20.19. <u>Counterparts</u>. 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. <u>Authority</u>. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

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

| CONSULTANT:      | CITY:  |
|------------------|--|
|                  | CITY OF WILSONVILLE  |
| By:              | By:  |
| Print Name:      | Print Name:  |
| As Its:          | _ As Its:  |
| Employer I.D. No |  |
|                  | APPROVED AS TO FORM:   |
|                  | A 1 C 1 III A 4 C'4 A4   |
|                  | Amanda Guile-Hinman, Asst. City Attorney City of Wilsonville, Oregon |

l:\prop acq\i-5 bike-ped bridge\engineering\doc\gsk bike and pedestrian bridge (7-15-19).docx

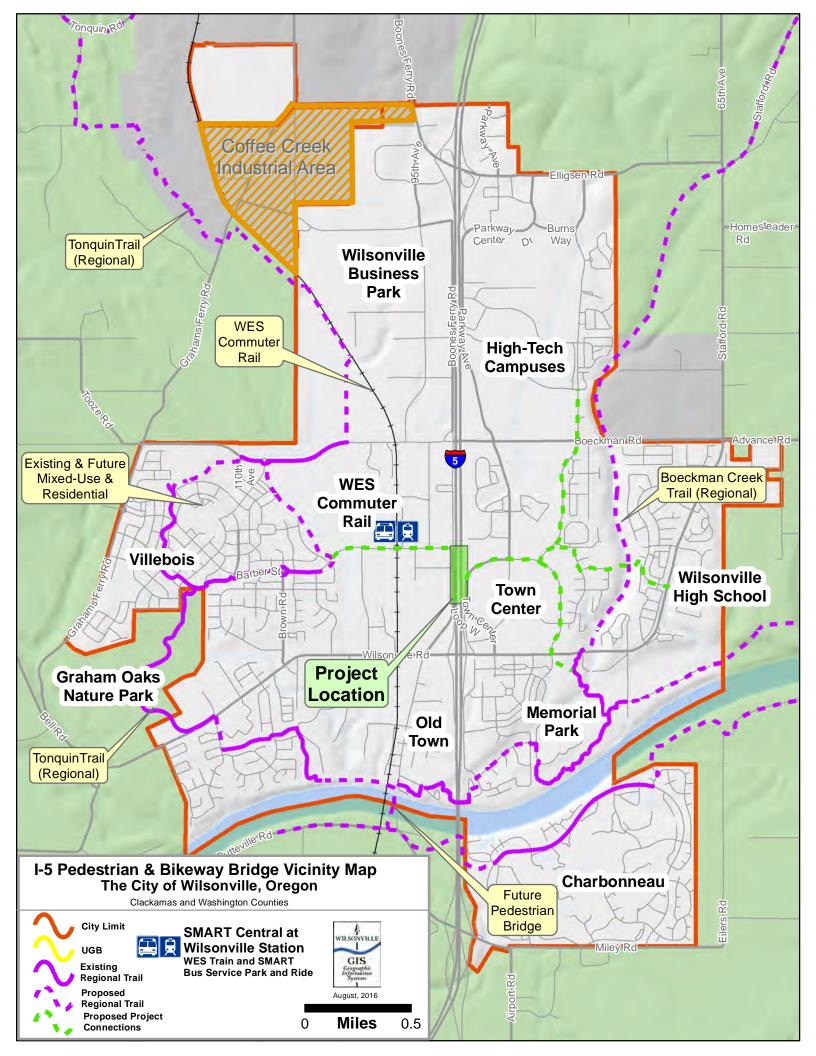
# Attachment B

**Supplemental Information** 

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# Vicinity Maps

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# Town Center Property Location East Bridge Landing & Gateway Plaza



# Wilsonville Town Center Plan

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Adopted May 6, 2019 Ordinance No. 835

# acknowledgments

A special "thank you" to community members and all who participated in this planning process. We appreciate your time and ideas.

#### **CITY COUNCIL**

**Mayor Tim Knapp** 

Kristin Akervall, Council President

Susie Stevens, Councilor

Charlotte Lehan, Councilor

Ben West, Councilor

Scott Starr, Former Councilor

#### PLANNING COMMISSION

Jerry Greenfield, Chairman

Eric Postma, Vice Chairman

Ron Heberlein

**Peter Hurley** 

Kamran Mesbah

Phyllis Millan

Simon Springall

#### CITY OF WILSONVILLE PROJECT TEAM

Miranda Bateschell

Tami Bergeron

**Jordan Vance** 

**Daniel Pauly** 

Jennifer Scola

Zach Weigel

Kimberly Rybold

**Charles Tso** 

Chris Neamtzu

#### **CONSULTANT TEAM**



**Leland Consulting Group** 

DKS, Inc.

**Angelo Planning Group** 

Gibbs Planning Group

# acknowledgments

#### **TOWN CENTER TASK FORCE**

**Kristin Akervall,** Chair, Wilsonville City Councilor as an ex-officio/non-voting member

Marie Alaniz, Northwest Housing Alternatives

**Hilly Alexander,** Wilsonville Public Library Foundation Board, resident

**Ben Altman,** Former Planning Commission chair, resident

**Kyle Bunch,** American Family Insurance, resident

Terrence Clark, Wilsonville Dental Group

Paul Diller, resident

Bruce Eicher, Wilsonville Diamond, resident

**Kevin Ferrasci O'Malley,** CEO, Wilsonville Area Chamber of Commerce

**Darren Harmon,** Wilsonville Family Fun Center, Tourism Promotion Committee

**Ron Heberlein,** Planning Commissioner, resident

Eric Hoem, resident

Rosiland Hursh, Eye to Eye Clinic

Hank Jarboe, Boston's Pub

**Kate Johnson,** Park and Recreation Advisory Board, resident

**Sophia Lochner,** Wilsonville High School student, resident

Lori Loen, Elite Realty Group, resident

Kamran Mesbah, Planning Commissioner, resident

Susan Myers, Capital Realty

**Richard (Dick) Spence,** Wilsonville Community Sharing, resident

**Shelly Tracy,** Clackamas Community College-Wilsonville campus

Scott Vosburg, Wilsonville Lock and Security

**Doris Wehler,** Past President, Wilsonville Area Chamber of Commerce, resident

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**Appendix G.** Infrastructure Assumptions **Appendix H.** Public Comment Summary **Appendix I.** Public Engagement Plan



# **01** INTRODUCTION

# Town Center is the heart of Wilsonville, a growing community with great jobs, housing and schools.

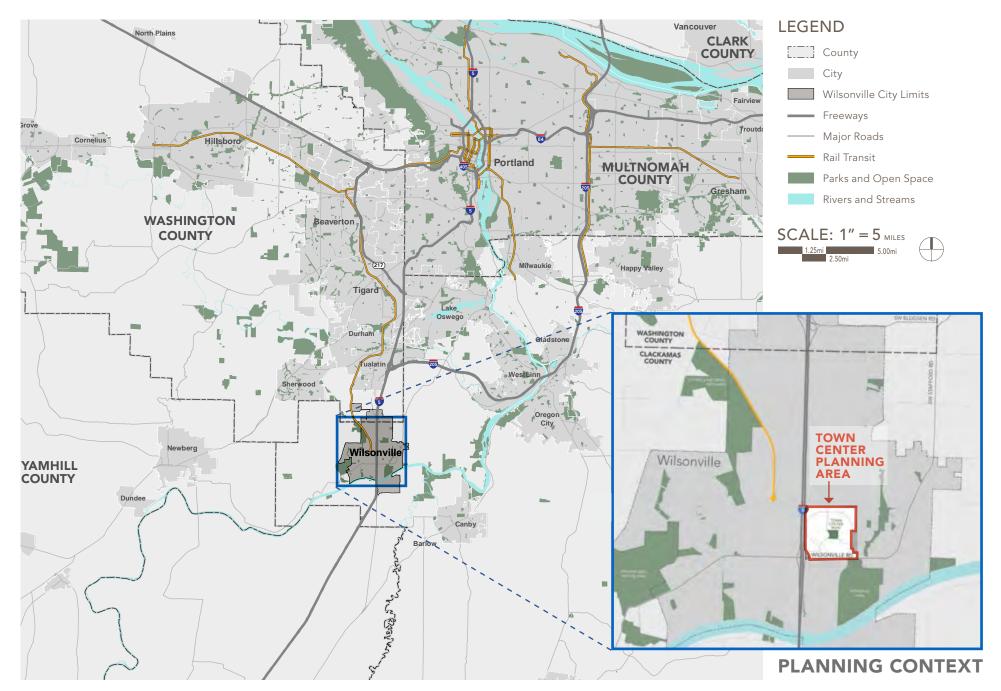
Through the Wilsonville Town Center Plan (the Plan) engagement process, community members created a strong vision for the Town Center. They expressed their desire for a dynamic, thriving community hub with walkable and engaging public spaces, great parks and destinations, places and spaces that connect people to one another and the environment, and year-around activities. Realizing the community's vision for Town Center is a long-term process, but improvements can start today.

#### **AREA CONTEXT**

For many people, Town Center is a regular stop for groceries, grabbing a quick bite to eat, or visiting the doctor. Centrally located between the Portland metropolitan area and the central Willamette Valley, it is close to natural and agricultural open spaces and a network of regional trails. Town Center is

poised to build on its foundation of a diverse mix of local and national retail, restaurants, educational institutions, community services, local government, residences, and offices to become a vibrant and walkable mixed-use district- a true Town Center for Wilsonville. City parks and open spaces preserve and honor the area's natural resources and agricultural legacy, attracting visitors from across Wilsonville and beyond. Town Center's proximity to I-5, commuter rail and local transit connections are all assets that attract many businesses and visitors to the area. Town Center is important to Wilsonville and the Portland Metro region at large. The Metro's 2040 Growth Concept specifies that Wilsonville Town Center should be a mixed-use, walkable, and transit-accessible district.

The most recent master plan for Town Center was developed in 1973. Much of Town Center's current road infrastructure, urban form, parks, and land uses



**REGIONAL CONTEXT** 

FIGURE 1.1



**IMAGE ABOVE:** 

1973 vision for Wilsonville Town Center originated in that plan. The original plan made way for many of the valuable community assets in Town Center, such as Town Center Park. However, the plan also allowed for an auto-oriented urban form and land uses. Large parking lots and disconnected streets, sidewalks, and bicycle facilities are barriers to Town Center becoming the vibrant community desired by residents and businesses. Transforming Town Center into to a more walkable, diverse, and active district will require investing in infrastructure and supporting the area's strong businesses and entrepreneurial spirit.

Wilsonville and the region have changed dramatically since the original vision was developed in 1973. How we work, live, get around, and shop are all rapidly evolving with changes in technology, demographics, and the economy. This updated plan provides design guidelines and Development Code revisions to ensure that as new buildings, businesses, streets, open spaces and architecture are developed over time, they support the community's vision for Town Center.

How can the City retain the Town Center qualities that are valued by community members while meeting the needs of a growing and evolving community? This Plan responds to the changing context with prioritized and achievable actions.

# **TOWN CENTER PLAN TIMELINE**

## **PLAN PURPOSE**

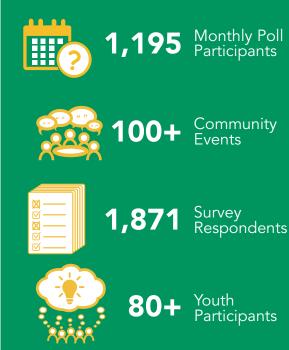
The Portland Metro region and Wilsonville are flourishing. Town Center's desirable location and foundation of existing businesses provide a strategic advantage for achieving the community's vision of creating a true hub for Wilsonville. The Plan positions Town Center for sustained success that is durable and resilient. The Plan focuses on attracting and retaining local businesses, employment opportunities, housing choices, and cultural and educational institutions. The Plan puts people first with walkable streetscapes and places to gather, shop, work, eat and recreate.

New development in Town Center will not happen immediately or all at once. Instead, when a land owner wants to redevelop, the Town Center Plan will guide how the City, developers, land owners, and businesses can support the community's vision for Town Center. The Plan provides regulatory recommendations, prioritized projects, and potential funding sources that will support the implementation of the community's vision.





# **OUTREACH EVENTS**





### **PLAN PROCESS**

The Town Center planning process began in late 2016 and concluded in early 2019. It was communitydriven with active involvement from the Project Task Force, Town Center property and business owners, employees and residents, seniors, youth, service providers, regional and state agency partners, City officials and staff.

Wilsonville community members have led this process through their in-person and online input. Staff had lunch on a monthly basis with seniors, facilitated classroom projects with youth of all ages, and participated in school events with spanish-speaking families. Other events included community meetings, special events, open houses, workshops, and industry leader presentations, online and paper surveys, stakeholder meetings and focus groups. This resulted in thousands of touchpoints with the community.

Community members are passionate about the future of Town Center and clearly voiced a vision for Town Center's evolution.

#### PHOTOS:

- 1. Community Design Workshop
- Town Center Kickoff



# **02** A COMMUNITY VISION FOR TOWN CENTER

The Wilsonville community is the heart of the Town Center Plan. Thousands of community members contributed their ideas and feedback about the future of Town Center. The Plan reflects the community's priorities, preferences and values.

This chapter describes the community members' central role in the creation of this plan and the Vision and Goals that articulate their desired future for Town Center.

The process was guided by a Task Force that included representation from Wilsonville's residents, youth, community advocates, small and large businesses, land owners, and neighborhood groups. The Planning Commission and City Council were also involved at key points throughout the planning process.

The Project Team conducted a variety of outreach activities at large and also met with land owners, business owners and managers, and residents in and adjacent to Town Center. Postcards, posters,

articles, ads, and social media informed community members about opportunities to participate in the planning process. Community event promotions and project materials were translated into Spanish. Opportunities to participate included online surveys and polls, workshops and meetings, community events, idea centers, and focus groups. Community events ranged from summer block parties to workshops in school classrooms. A multitude of input from a diverse group of community members shaped a plan that reflects the community's shared hopes and desires for Town Center. The comprehensive public engagement process was organized into three distinct phases highlighted on the following page.

# PHASES OF COMMUNITY ENGAGEMENT

# PHASE 1: VISION

- Established the community's vision and goals for the future of Town Center
- Identified existing issues and priority needs and opportunities

# PHASE 2: DESIGN CONCEPTS

- Used visual preference surveys to inform urban design and development concepts
- Defined community preferences for:
  - Land use
  - Open spaces and parks
  - Multimodal network
- Created a Draft Community Design Concept

# PHASE 3: THE COMMUNITY'S PLAN

- Identified community recommendations and priorities for implementation strategies
- Adoption of Plan by Planning Commission and City Council

### **COMMUNITY PRIORITIES**

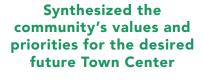
The public engagement process encouraged community members to identify their priorities for Town Center. Several prominent themes emerged from the community kickoff, stakeholder meetings, and online outreach, including:

Town Center should...

- Be a focal point of the community
- Offer year-round community gathering spaces
- Support local businesses
- Offer vibrant entertainment and dining opportunities
- Include consolidated and accessible parking
- Include a mix of uses
- Provide safe pedestrian and bicycle connectivity

Using these priorities as foundational elements, the Wilsonville community, Town Center Task Force, Planning Commission and City Council developed the Town Center Vision, Goals and Measures of Success to guide future development concepts for Town Center and the implementation strategies in the Plan.

Established the foundation for creating a unified vision



Established specific direction for major elements



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

- 1 Environmental Stewardship
- 2 Harmonious Design
- 3 Mixed-Uses
- 4 Safe Access and Connectivity
- 5 Community Gathering Places
- 6 Economic Prosperity

**MEASURES OF SUCCESS** 

Provide guidance for implementation

GOALS reflect the community's priorities and will guide future decisions to ensure consistent implementation of the Plan. The Measures of Success for each goal drive many of the strategies included in Chapter 5 and several measures of success have already been achieved with adoption of the Plan.

# **GOAL 1**



# **Environmental Stewardship.**

Integrate nature into the design and function of infrastructure and development in Town Center to protect Wilsonville's natural resources.

#### Measures of Success:

- Identify appropriate landscaping that provides visual interest, minimizes City maintenance requirements, and is appropriate for walkable, mixed-use areas.
- Design and implement stormwater management and treatment facilities to provide both functional and aesthetic value.
- Incorporate natural features such as rain gardens, eco-roofs, and community gardening areas into Town Center.

# GOAL 2



Harmonious Design. Ensure buildings and streets are pedestrian-oriented and there are a variety of quality building types and land uses.

### Measures of Success:

- A cohesive design palette of aesthetic qualities, derived from communityidentified features, both new and existing for the Town Center.
- Provide for a variety of building types and uses within Town Center.
- Development standards that bring buildings together, frame the street, and increase pedestrian comfort and visibility.

# GOAL 3



Mixed-Uses. Encourage development that provides interconnected land uses that incorporate play and recreation, with a range of retail, services, dining and entertainment

options, and increased opportunities for residential and employment uses.

## Measures of Success

- Create an urban design plan that removes physical barriers and promotes walking and biking as easy and safe ways to travel between different buildings and areas of recreation, residential and commercial/ retail uses.
- Identify locations where increased building heights, mixed-use buildings, and new housing opportunities are appropriate and complementary with surrounding residential neighborhoods.
- Organize and manage parking to minimize visual impacts, support surrounding land uses, and improve pedestrian safety.

# GOAL 4



## Safe Access and Connectivity.

Provide transportation infrastructure designed to create a safe, accessible environment for all modes of travel in Town Center,

foster multimodal access between buildings and land uses in Town Center, connect to surrounding neighborhoods, and provide local and regional accessibility.

### Measures of Success

- Create multimodal connections in and through Town Center that provide multiple, safe routes for residents, businesses and visitors.
- Identify priority locations to connect to adjacent neighborhoods and land uses.
- Integrate the multimodal transportation system with urban design and development standards developed for Town Center.
- Incorporate wayfinding elements into Town Center's multimodal transportation system.

# **GOAL 5**



# Community Gathering Places.

Provide vibrant, diverse and inclusive spaces that bring people together with activities and events for year-round fun, culture and socializing.

#### Measures of Success

- Identify locations, and necessary improvements, where year-round activities and events can be held in Town Center.
- Increase programming at public facilities and park spaces to provide year-round interest and gathering opportunities.
- Provide flexible public gathering spaces that provide opportunities for unprogrammed seasonal activities and pop-up events.

# GOAL 6



**Economic Prosperity.** Create opportunities to support and grow existing businesses and attract new businesses that provide a diverse range of local and regional retail,

entertainment, and commercial activities.

#### Measures of Success

- Programs and policies that support the development of a variety of small, medium, and large businesses that provide local and regional needs and increase tourism.
- Identify ways to organize and support businesses in Town Center to retain existing businesses, attract additional business and retail diversity, and increase economic development opportunities.
- Attract development that supports the use of existing transit and non-motorized travel options.
- Identify strategies to fund public improvements through a combination of public and private sources.

#### **TOWN CENTER BUILDING BLOCKS**

The community's priorities helped shape the "building blocks" of Town Center. The building blocks are the vital elements of a place and consist of green spaces, connectivity, and land use. Three different approaches for each building block were created to prompt community discussion about potential approaches to parks and open spaces, transportation and circulation, and land use and development in Town Center. Community input provided direction for a preferred approach to each building block. These preferred approaches were compiled to create a comprehensive community design concept for Town Center.

# **Open Spaces**

### **COMMUNITY DISCUSSION**

The community prioritized parks, green spaces, and public gathering spaces as important elements of the future Town Center. The existing Town Center Park is valued by many community members and is a regional destination during the summer. Additionally, Memorial Park is an important open space and recreational destination directly adjacent to Town Center. These two parks are cornerstones of the existing Town Center's open space network. However, there is a lack of connectivity between these spaces. The community is also interested in additional green spaces and integrating more nature into the design of Town Center.

#### **RESULT**

Create an "Emerald Chain" of parks, small plazas, green streets, and trails that connect the future I-5 bike/pedestrian bridge to the Town Center Park, Memorial Park and Murase Plaza (see page 15 for Conceptual Open Space Layout).









#### PHOTOS:

- 1. Plazas and multi-use paths are important additions to Town Center.
- 2. Pop-up summer event: Fun in the
- 3. Outdoor seating provides additional spaces to gather.
- 4. Dedicated spaces and textures within a multi-use path helps delineate spaces.

## **Transportation and Circulation** COMMUNITY DISCUSSION

The community had extensive discussions about Town Center's existing auto-oriented transportation system defined by the Town Center Loop and extensive surface parking which provides much of the internal circulation. While Town Center includes segments of bicycle, pedestrian infrastructure and transit service, there is limited connectivity for these travel modes. Vehicle travel is relatively smooth, but there is peak-hour congestion on Wilsonville Road that is a concern for many community members.

#### **RESULT**

Create a more walkable street grid that better manages parking, helps address congestion, and incorporates transit service, on-street improvements for bicycles and pedestrians, and connections to off-street trails. Develop a future network that maintains business access, increases connections to and within Town Center for all travel modes. and reduces pass-by traffic through Town Center, particularly at the Town Center Loop W/Wilsonville Road intersection, making it safer for all users (see page 15 for Conceptual Street Hierarchy).

## Land Uses and Activity Centers **COMMUNITY DISCUSSION**

Today, Town Center includes primarily one and two-story buildings with an abundance of surface parking. There is a mix of uses that include health services, civic, educational, entertainment,

residential, retail and other commercial uses. Throughout the planning process, community members expressed a strong interest in Town Center becoming a compelling destination with a distinct identity and sense of place. People are interested in mixed-use buildings that include a variety of retail options, especially dining, and comfortable and inviting pedestrian spaces with wide sidewalks, and seating areas. Community members also want year-round opportunities for recreation, activities, and social gatherings.

#### **RESULT**

Encourage a diversity of land uses throughout Town Center that make it a lively, fun place to visit year-round. Extend Parkway Avenue to Wilsonville Road to create a walkable, vibrant mixed-use main street. Activate streetscapes with pedestrian amenities, covered spaces, outdoor dining, places to gather, and ground-level retail where possible (see page 15 for Conceptual Land Uses).

# THE COMMUNITY'S DESIGN **CONCEPT FOR TOWN CENTER**

Being a community-driven project, in-person and online events and surveys provided the community an opportunity to review the design concept (Figure 2.1, page 15) and provide further input. The strong support of the community design concept provided the foundation for the Town Center Plan.











#### PHOTOS:

- People of all ages took part in the visioning and design process.
- 2. The meetings identified land uses and building design preferences.

  3. Meeting participants talked about the
- results.
- 4. There were many options discussed about parks and trails.
- 5. Followup meetings encouraged participants to reflect on what was developed.

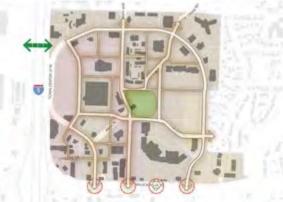
Opposite page: The outcomes of the public design process resulted in conceptual open space locations, land uses and street layouts.

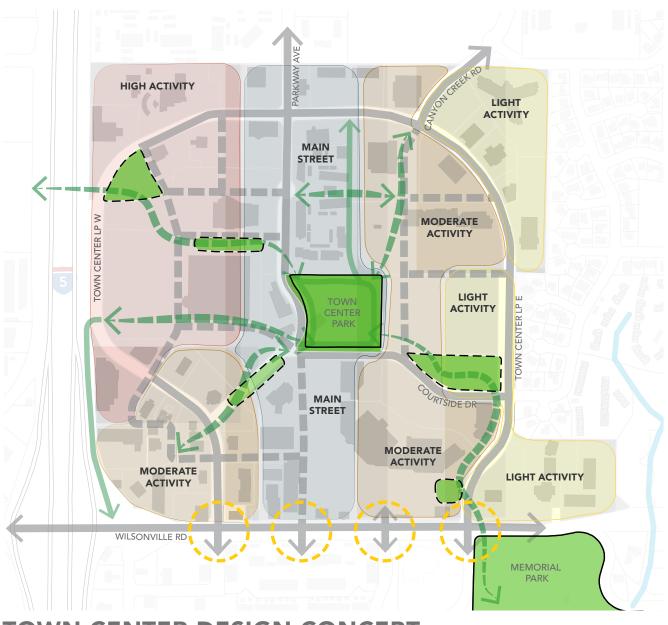


**CONCEPTUAL LAND USE** 



**CONCEPTUAL STREET HIERARCHY** 





**TOWN CENTER DESIGN CONCEPT** 

FIGURE 2.1



# **03** DEFINING TOWN CENTER

A vibrant main street, plazas, covered sidewalks, active storefronts, sidewalk seating, and bicycle and pedestrian paths will be defining features of the future Town Center. This bold vision will be realized through new approaches to land use, streetscape design, and open spaces to create a place that is accessible, connected, and thriving.

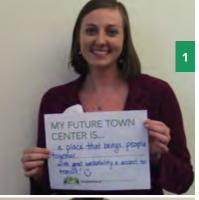
The Wilsonville community developed a vision for Town Center as a walkable and vibrant hub of activity that serves as the heart of Wilsonville. The approaches described in this chapter build upon Town Center's existing foundation of community services, diverse businesses, and streets to transform Town Center into a more walkable and engaging place. Chapter 5 describes the policies and projects that will implement these approaches.

#### **NEW LAND USES AND DISTRICTS**

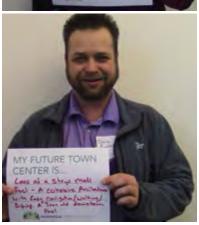
The Town Center Plan creates new land use districts, (see Figure 3.1, page 20), which establish the urban form and desired land uses to implement the Town Center Vision. Public discussions about building scale, land use, adjacency to existing

development, and the desire to create a main street environment are the foundation for the district approach. Community members expressed that Town Center should be a place where many types of land uses are permitted, albeit not necessarily in every location. Within each district, a different combination of land uses and building scales are allowed. Parcels along district boundaries (identified as hatched areas on Figure 3.1) are locations where both underlying zones are permitted to provide flexibility in building design in those transitional areas. All districts are designed to be walkable and accessible for all modes of travel and encourage development that adds vibrancy through a mix of uses, density, and harmonious design. Attractive buildings that provide protection from the











weather, places to gather, and engaging facades will help create a more walkable Town Center.

Amendments to Wilsonville's Comprehensive
Plan and Development Code will guide the implementation of this new approach to land use and design in Town Center (see Appendix A for the Comprehensive Plan and Development Code elements).

#### Main Street

Town Center's future main street is a place people come to meet friends for lunch and end up spending the afternoon, strolling, shopping, drinking coffee and running into neighbors. A new Main Street District is a central element of the future Town Center. The Plan identifies Parkway/Park Place as the Town Center's future main street. Extending Park Place to Wilsonville Road, redesigning the streetscape, and applying new land use and design standards will create a highly walkable mixed-use spine through Town Center. Mixed-use buildings, apartments and local retail and restaurants in three-to four-story buildings will transform Park Place into a walkable destination. The Park Place/ Courtside Drive intersection, in particular, becomes a hub of activity, building on the energy of the adjacent Town Center Park.

## Commercial Mixed-Use

The west side of Town Center is poised to become a diverse, commercial mixed-use district with

## PHOTOS (LEFT):

- 1. "My future Town Center is..." exercise at the Town Center Plan Public Kickoff.
- 2. Community Design Workshop (June 2017).

## PHOTOS (RIGHT):

- 3. A pedestrian oriented main street district was favored by many community members.
- Mixed-use development with open and inviting street frontage provides a more interesting pedestrian environment.
- 5. Highly visible pedestrian crossings demarcate pedestrian spaces and provide placemaking opportunities.
- Wide sidewalks, lighting, and on-street parking are important elements of a main street.
- 7. Corner businesses do not have to be large, but need to be interesting to pedestrians.
- Stormwater should be treated onsite to minimize the need for off-site detention and treatment.

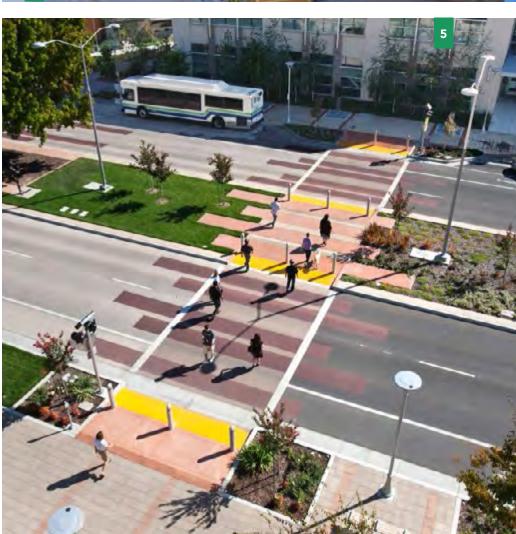


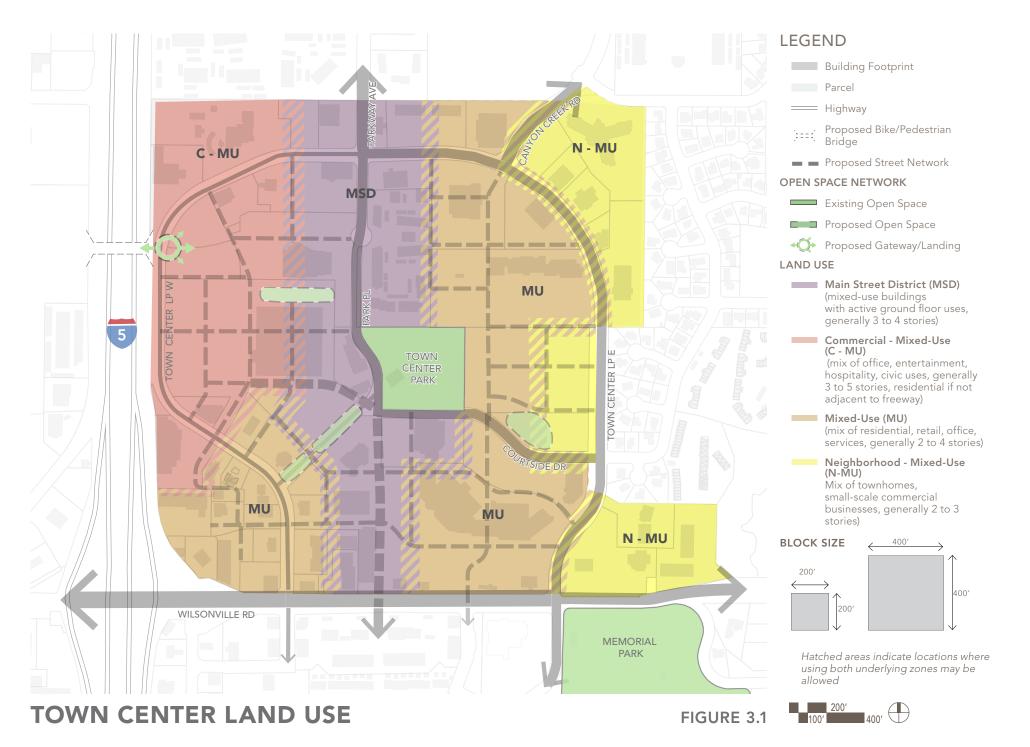












high visibility because of its adjacency to I-5, the region's major highway corridor. Zoning in the Commercial Mixed-Use District will encourage the tallest buildings in Town Center to be located here, ranging from three to five stories. The area is envisioned as an active area for entertainment. employment, and commercial land uses. While not permitted immediately adjacent to I-5, residential land uses located in the interior of this district add residents to the area who would support new and existing Town Center businesses, including a strong retail and entertainment presence imagined for the district. This district is also a unique location in Town Center because the future I-5 bike/pedestrian bridge landing will be located here, positioning this area as a gateway to Town Center. The community's input was clear that the bridge landing should be designed as a gateway and include a plaza or focused community gathering space. The future design should define the gateway and lead visitors into the heart of Town Center. Buildings should be oriented to the plaza as much as possible, depending on the final touchdown location and existing surrounding development. This district is envisioned as a place where someone comes to work, drops their child at daycare, runs errands at lunch and meets friends for dinner. They may walk or ride over the bike/pedestrian bridge to get to where they need to be.

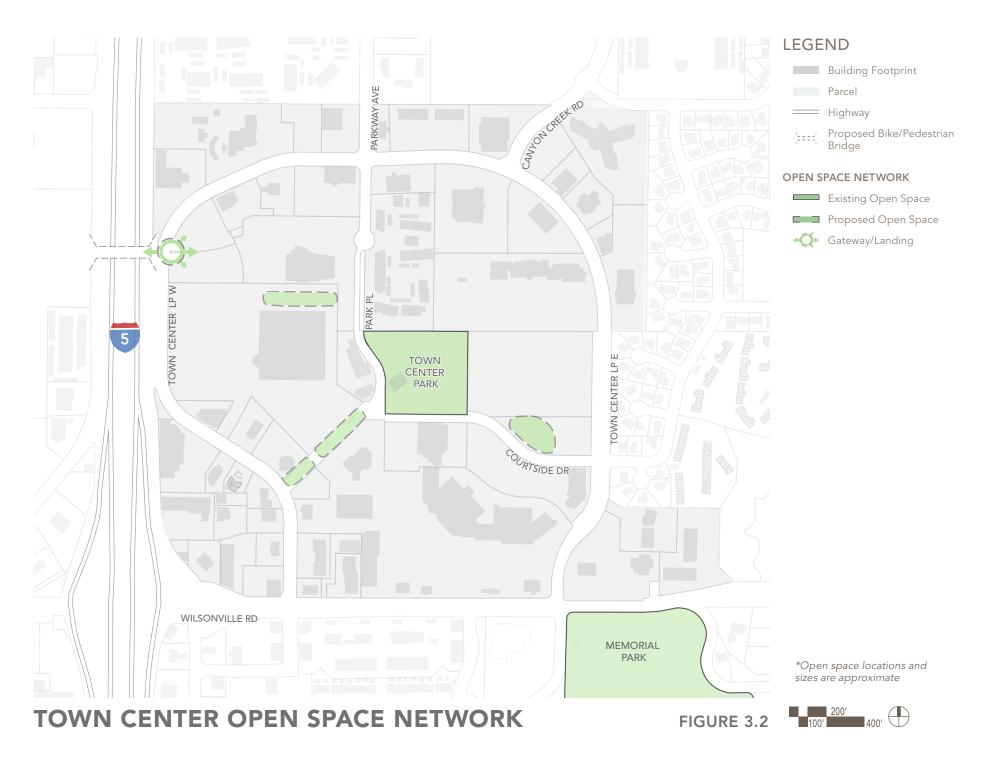
Within this district, there is a potential opportunity to reconfigure or vacate Town Center Loop W to increase developable land immediately adjacent to I-5 after the complete street network is constructed, including the Park Place extension and Wilsonville Road intersection modifications (see Chapter 5 for a summary of those projects). If this option remains viable (requiring a future traffic analysis), this district and implementing zoning and site design standards would also apply to the vacated right-of-way.

#### Mixed-Use

The Mixed-Use District is the largest area of any district in Town Center. Focused on providing two- to four-story mixed-use development, the Mixed-Use District provides for a variety of land uses. Many parcels in this district are smaller parcels. Flexibility in building scale, land use, and site design increases redevelopment options. This district designation is also strategically located between other land use districts, as it offers the flexibility needed for complementary transitions between them. The Mixed-Use district designation is applied to the eastern boundary of Town Center Park where residential and smaller development could activate the park year-round.

# Neighborhood Mixed-Use

Town Center is next to existing single-family residential neighborhoods. The Neighborhood Mixed-Use district provides a transition between



quieter residential neighborhoods and the lively Main Street District. A mix of housing types, such as townhomes, apartments, and small-scale office and retail will cater to residents as well as Clackamas Community College students. East of Town Center Park, a mix of light activity uses such as townhomes and small-scale retail or cafes, will bring people to the park and provide a transition from the activity on main street to the residential neighborhoods adjacent to Town Center. Many of these types of uses already exist in nearby areas and would not result in a major shift from what is permitted today.

#### PLACES TO GATHER

The Wilsonville community prioritized parks, green spaces, and public gathering spaces as important elements of the future Town Center (Figure 3.2). The green spaces proposed for Town Center include a series of linear parks, trails, green streets, urban community gardens, small plazas and parklets that support year-round outdoor gathering, socializing and recreation.

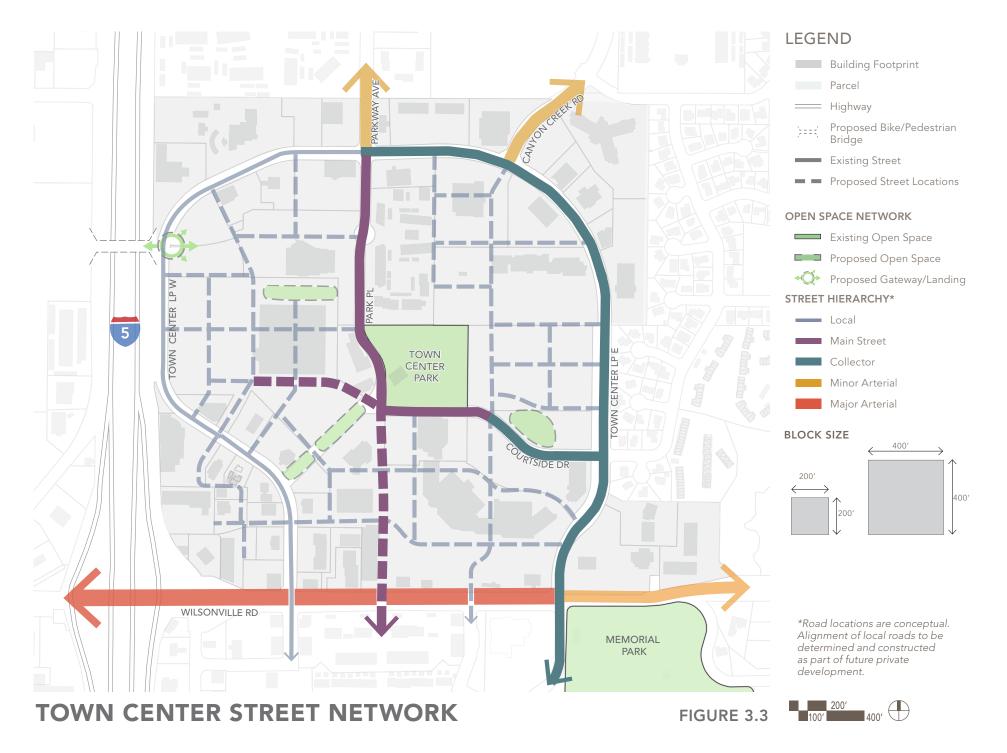
Trees are an essential element of Town Center. While much of the existing tree canopy that is outside of Town Center Park is within parking lots, future development and streets will include a tree canopy that provides both shade and habitat.

- 1. Temporary, covered seating can activate underutilized parking lots or other areas.
- 2. Bocce ball is a social outdoor activity that can help activate public spaces.
- 3. Interactive art elements provide opportunities for play and gathering.









Town Center Park and Memorial Park are the cornerstones of Town Center's existing green space network. Linking Town Center Park, Memorial Park, future parks, and the future bike/pedestrian bridge over I-5, with trails, cycle tracks, small plazas and green spaces will create an emerald chain that connects people to one another and to nature. The emerald chain connects to the City's parks, trails, and natural features, including the Willamette River, south of Memorial Park and the Boeckman Creek corridor to the east of Town Center. Each major element of the chain should be linked together with wayfinding signage to identify it as a connected system.

Natural elements will also be integrated into the streetscape through vegetated stormwater management facilities, landscaping with native plants, and street trees. Separated paths, covered sidewalks designed for seating, parklets and small plazas will provide places to socialize and rest.

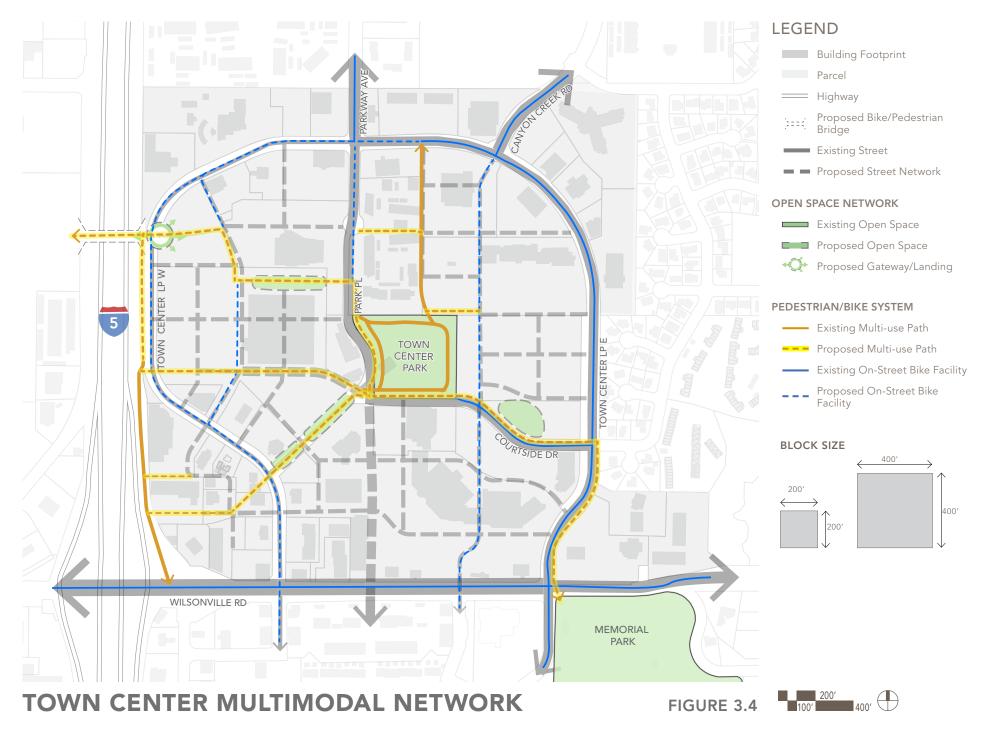
Future development will include small-scale plazas in front of buildings with active ground floor uses that encourage people to gather. Park Place, the existing diagonal roadway connection between Town Center Loop W and Courtside Drive, will transform to a gathering space, tying development in the southwest corner of Town Center to Town Center Park. It should be a programmable space

- 1. Temporary placement of *buffered bike lanes allows the* City and community to test design options.
- 2. Prominent intersections and short crosswalks create a safe and comfortable place for pedestrians.
- 3. SMART buses provide efficient and environmentally sound travel options.









that can support temporary events such as farmers markets and festivals. It is also a prime location for adjacent development to orient, providing open space for residents and businesses. Other spaces for gathering include a future linear park located north of the existing Fry's building that would be a businesses adjacent to the park and those traveling along the cycle track to and from the proposed I-5 bike/pedestrian bridge. This public space could include a plaza and open space with integrated stormwater features, wide sidewalks and seating areas.

The community also expressed an interest in recognizing and celebrating diversity in the future public spaces in Town Center, particularly, highlighting multicultural businesses and diversity in the broader Wilsonville community. Future gathering spaces such as the Park Place Promenade or the I-5 Bicycle / Pedestrian Bridge Gateway Plaza have the opportunity to integrate an international square or multi-cultural public art or education project that underscores the inclusivity of the space and the City.

## A NETWORK OF TRANSPORTATION OPTIONS

The foundation of the Town Center Plan is the community's desire for a walkable and engaging

more intimate space used primarily by residents and



- 1. Signage can provide placemaking as well as directions.
- 2. A two-way cycle track provides physical separation between bicycles and cars.
- 3. Tree-lined streets and interesting signage provide visual interest for pedestrians.







pedestrian experience. Wilsonville residents want options to move around safely, whether they are parking and walking to a store, riding a bike, or walking to the bus. The Plan outlines a multimodal network designed for all ages and abilities and where cars are only one of the many transportation choices (Figure 3.3). The proposed street network and connections for non-motorized modes (Figure 3.4) will meet Town Center's current and projected transportation needs (see Appendix B for traffic analysis results). The Plan's multimodal network applies a variety of streetscape designs for new and proposed streets in Town Center, ranging from festival streets with curbless sidewalks near Town Center Park, local streets with wide sidewalks, and a main street with on-street parking and active storefronts.

The expanded transportation network addresses several existing issues as well as managing future traffic needs, as it:

- Increases the number of route options that also distribute traffic more effectively than today's system; and
- Provides safer pedestrian crossings and connections throughout Town Center with the new street grid, bicycle and pedestrian path system, and improvements for pedestrians and cyclists at busy intersections on Wilsonville Road.

Safe, inviting pedestrian-oriented streetscapes for all ages and abilities, multi-use paths and on-street bikeways are essential to get to, through, and around Town Center without needing a car. This





#### PHOTOS:

- 1. Festival streets allow *slow-moving traffic or can* be closed to create space for outdoor activities, pedestrians and cyclists.
- 2. Buffered one-way bike lanes provide space for larger bicycles and families
- 3. A parklet repurposes parking spaces for outdoor seating and dining.
- Townhomes with stoops, balconies and large windows put eyes on the street to increase awareness and pedestrian safety.

plan envisions new and reconfigured streets and pathways that will create new connections within Town Center and between Town Center and the wider city and region. This enhanced transportation system will support pedestrian-oriented development that activates streets, elevates business visibility and brings community members together. Incorporating already planned projects, such as the future I-5 bike/pedestrian bridge, will further bolster Town Center's connectivity and visibility by creating a direct connection to the west side of Wilsonville and SMART Central at Wilsonville. Station.

The transformation to the community's vision for a walkable Town Center will take time. Some of these multimodal projects will be accomplished



through City investments while others will likely be constructed through private development or in partnership between the City, landowners and developers. Many of these mobility-related projects are long-term investments requiring new funding. Chapter 5 provides estimated timing and cost of the major projects that will help catalyze and shape development in Town Center.

## A New Main Street

The central spine of Town Center and most important catalytic project identified by the Wilsonville community is the creation of a modern main street. This will require extending Park Place south from Courtside Drive to Wilsonville Road, including a new intersection at Wilsonville Road. With wide sidewalks, outdoor seating and active storefronts, this street will be the foundation of a new walkable street grid in Town Center.

# Improving Wilsonville Road

Wilsonville Road is the east/west connection for Town Center and is often congested at Town Center Loop W and the I-5 ramps during peak hours of the day. Town Center Loop W is the primary route for traffic accessing I-5 from Town Center and areas directly north. Changes to Wilsonville Road include adding a new intersection (Park Place extension) and modifying existing intersections to function better together. This helps distribute traffic while still meeting level of service standards



(see Appendix B for the traffic analysis) and implementing the community vision for a more accessible Town Center.

## A Series of Local Streets and Multimodal Connections

The local road network is a central feature of the Plan's circulation system. Compared to today's large areas of parking that make it difficult to navigate by foot or bike, the Plan envisions shorter blocks accessible through a local street network that create a framework for Town Center's future urban form. Local roads will provide improved access and connection points and safe options to get around by car, by bike, on foot and on the bus. This local street network is pedestrian-oriented, framed by buildings and open space, with slow traffic and on-street parking, and is designed to be accessible for all community members regardless of physical ability. The local street network frames Town Center Park with a direct and distinct street grid that is easier to navigate than today's current network of driveway and parking lot connections and reliance on Town Center Loop to make most connections.

## Pedestrian and Bicycle-Focused Connections

The Wilsonville community wants a walkable Town Center designed for all ages and abilities with pedestrian routes that connect Town Center attractions to local and regional trails. The proposed pedestrian and bicycle network features sidewalks with landscaping that are at least 12 feet wide, plazas, and seating areas. Proposed pedestrian amenities will make Town Center an inviting and engaging place to walk and spend time.

Bicyclists, whether young or old, also want to feel safe when riding a bike in Town Center. Throughout the public engagement process, the Wilsonville community was clear that Town Center needs to be accessible by bike from surrounding areas, and when riding in Town Center, the bike connections need to be plentiful and connect the major attractions in the area. The proposed multimodal network addresses these desires and includes a number of cycle track facilities (bikes are protected from vehicle traffic with bollards or other means) throughout Town Center that connect to the existing and proposed system of bicycle lanes. These improvements integrate with the City's plans to increase non-motorized access options to and from Town Center by constructing a bike/pedestrian bridge across I-5. As identified by community members, this new entry point into Town Center is an excellent opportunity to create a gateway for bicylists and pedestrians—a unique building or plaza space—that signifies the arrival into Town Center.

TABLE 3.1 POTENTIAL FUTURE DEVELOPMENT BY LAND USE TYPE IN TOWN CENTER

|                                  | COMMERCIAL (SQ. FT.) | RETAIL (SQ. FT.) | OFFICE (SQ. FT.) | RESIDENTIAL (UNITS) |
|----------------------------------|----------------------|------------------|------------------|---------------------|
| EXISTING                         | 299,240              | 321,340          | 178,950          | 80                  |
| NET NEW DEVELOPMENT<br>(20 YEAR) | 130,230              | 31,860           | 297,440          | 880                 |
| NET NEW DEVELOPMENT<br>(40 YEAR) | 204,595              | 50,000           | 541,050          | 1,600               |
| NET TOTAL                        | 503,835              | 371,340          | 720,000          | 1,680               |
| PROJECTED EMPLOYEES              | 1,000                | 740              | 2,880            | n/a                 |

Note: Commercial land uses includes a broad category of real estate. For this analysis, commercial land uses are typically larger types of development, such as grocery stores, restaurants, larger retail (non-main street type uses) and entertainment uses. Retail, as defined for Town Center, are typically smaller scale uses typical of a main street development pattern. Residential unit calculations assume units of approximately 750 square feet, although the expectation is that a variety of housing unit sizes (studio, one, two and three bedroom) would be constructed over time. Square footage and housing units were determined using GIS analysis, market feasibility, and proposed zoning district density allowances. Approximately 40 percent of the square footage of developable parcels was removed to accommodate for landscaping, new streets, off-street parking (including loading and circulation), public spaces, stormwater retention and treatment.

### THE FUTURE TOWN CENTER

Town Center's evolution will take time and there are many steps to reach the ultimate vision the Wilsonville community has developed. Land uses, transportation connections, and parks described in this chapter are all pieces in creating a walkable hub and heart of the community. The focus should always be on achieving the vision and goals of the Plan, while acknowledging that many of these transformational steps are incremental, both publicly and privately funded, and complex in nature.

## **FUTURE DEVELOPMENT OPPORTUNITIES**

Town Center is poised to grow in different ways than what was envisioned in the original 1973 Town Center Plan. This Town Center Plan updates that original vision with the types of development that respond to the current and projected community needs and economic context. Town Center should be the heart of the community—one that is pedestrian-oriented, accessible for all ages and abilities (e.g. universal design), and exciting to live in and visit regularly.

Market conditions and development feasibility analyses were conducted. These analyses identified the types of development that have market demand for locating in Town Center and that might be financially feasible. The development feasibility analysis further tested building types, sizes and potential land uses identified as part of the community design process. For some desired development types that are not currently feasible, the analysis identified the types of incentives that could be used to generate a return on investment that might interest a landowner or developer in considering developing property in Town Center. The complete development feasibility analysis, including development assumptions, is included as Appendix C.

Future buildout assumptions based on the market analyses and zoning districts were also used to conduct a traffic analysis, which showed that with the proposed Town Center road network in place, including modifications to Wilsonville Road traffic signals, traffic generated from land use changes in Town Center can be accommodated (Chapter 5, Implementing the Town Center Plan, describes these network improvements ). With the proposed network changes, Town Center Loop W actually operates better than what is projected in the City's Transportation System Plan with the current network and removing the need for a second right hand turn lane from Town Center Loop W to Wilsonville Road. The traffic analysis also identified that the significant bicycle and pedestrian improvements in Town Center will enhance bicycle and pedestrian comfort. The full traffic analysis completed for this project is included as Appendix B.

Although much of Town Center changes through the buildout of the Plan, many things Wilsonville residents find very important remain in place. Small-scale, local businesses are still located in Town Center in both existing and new buildings, public amenities such as Town Center Park are centerpieces for the fully formed mixed-use community, and bicycle, pedestrian and transit access is safe, reliable, and easy to use.



TOWN CENTER VISION PLAN EXISTING CONDITIONS

FIGURE 3.5









The results of the analyses inform what is more likely to develop first due to an existing market demand and what development types are more likely to develop later, after initial investments have increased demand and potential financial returns. This transformation is captured in three Town Center development illustrations, tied to the anticipated development assumptions described in Table 3.1. Given the scale of potential development and redevelopment possible, the full redevelopment vision shown in Phase 3 (Figure 3.8) is well beyond 20 years. Phase 2 (Figure 3.7) provides what is a reasonable 20-year vision, which is a significant change from what Town Center is today. Phase 1 (Figure 3.6) identifies near term opportunities, which are mostly infill development on vacant and underutilized land.

# Phase 1: Infill Development (Now-10 years)

Town Center has a significant supply of underutilized land (e.g. unused parking lots), as well as commercial buildings in the 20- to 40-year age range. From a development feasibility standpoint, areas most likely to redevelop in the near-term are those where landowners can develop new buildings on vacant land or underused parking, without affecting existing businesses (Figure 3.6). The Development Feasibility Analysis (Appendix C) concluded that the most likely type of development occurring during Phase 1 is rehabilitation of

- 1. Town Center has existing rightof-way that could be redesigned to better incorporate bicycle and pedestrian amenities.
- Many surface parking lots in Town Center serve as road connections.
- 3. An aerial view of Town Center shows vacant lots and parking areas that could be redeveloped.



TOWN CENTER FUTURE SCENARIO PHASE 1 (INFILL)

FIGURE 3.6









existing retail and commercial buildings, multifamily residential and some mixed-use development. Office development is not likely as feasible until later in this development phase. The results also concluded that in the early stages, most parking will most likely be accommodated on surface parking lots. This phase of development assumes that the Park Place extension (see Chapter 5, project IN.4) would be in place or under development.

## Phase 2: Main Street (10-20 Years)

Figure 3.7 illustrates how the true transition of Town Center begins to take shape. Infill development from Phase 1 has matured to become established subdistricts within the larger Town Center. The Korean War Memorial is sheltered by mature trees and nestled within the park to maintain its peaceful environment. This phase of development reflects the development feasibility analysis results, which stress that as more amenities like increased transit, the I-5 bike/pedestrian bridge, and new services located in Town Center are in place, higher rents make more diverse development types possible. Office and mixed-use development that includes structured parking will be more feasible to construct. Some older retail and commercial uses redevelop into multistory mixed-use buildings, although several of the existing buildings with long-term or owner-occupied tenants remain. There is still surface parking, but as the existing parking lots develop with new buildings,

- Larger buildings can utilize stepbacks to create the feeling of a smaller building at the street level.
- 2. Buildings with unique texture and facade treatments create interesting views.
- 3. Mixed-use building with ground floor retail and restaurant space. Upper floors are professional offices.



TOWN CENTER FUTURE SCENARIO PHASE 2 (MAIN STREET)

FIGURE 3.7









they generally develop with structured parking integrated into the building. Much of the street grid is in place as a result of development. On-street parking becomes an important streetscape element adjacent to development and is likely managed by the City or a business association implementing a Town Center parking management plan (see Chapter 5, project PA.1).

## Phase 3: Full Buildout (Beyond 20 Years)

Phase 3, illustrated in Figure 3.8, shows what Town Center might look like when redevelopment is completed. This vision for redevelopment shows how major elements envisioned for Town Center come together. Town Center Park and main street are activated by surrounding uses and community members gathering together. By Phase 3, all development types are likely feasible, with the highest density buildings being constructed. The feasibility analysis showed that five-story mixed-use and office products could be feasible, especially now that amenities, expanded retail and restaurants, and services are in place for residents and employees. During this phase, the remainder of older, large format retail is redeveloped into mixed-use buildings, some with larger floorplates to accommodate uses such as grocery stores and other goods and services necessary for a complete Town Center. The road, bicycle and pedestrian network is complete, and parking is generally structured, on-street, or behind buildings.

- Mixed-use building with internal courtyard provides space for outdoor gathering and dining.
- 2. Office buildings with ground floor gathering spaces, wayfinding and bicycle parking.
- Mixed-use buildings with an active ground floor space.



TOWN CENTER FUTURE SCENARIO PHASE 3 (FULL BUILDOUT)

FIGURE 3.8





# 04 INFRASTRUCTURE SYSTEMS TO SUPPORT DEVELOPMENT

Adequate sewer, water and stormwater infrastructure are essential services for supporting existing residents and businesses and for providing capacity for the future development envisioned in the Town Center Plan.

This chapter describes infrastructure systems in Town Center and system enhancements for serving future development, including approaches to minimize impacts to the environment from urban development. Much of the infrastructure in Town Center is functioning well and has adequate capacity to meet existing and projected future development in Town Center. Infrastructure, particularly stormwater treatment, provides opportunities to incorporate low impact development practices and street designs that treat stormwater onsite and minimize pollutants entering local waterways. As Town Center develops, reducing impervious surface area, providing opportunities for water reuse, and high efficiency plumbing fixtures in new buildings are also ways to reduce environmental impacts and increase the capacity of infrastructure.

While the existing system is adequate to meet demand, some of the underground infrastructure is not in ideal locations to support future development. The proposed changes to the infrastructure systems primarily include relocating major trunk lines into new public rights-of-way, particularly in areas where the infrastructure system runs across parking lots where future development is expected. Figures 4.1, 4.2 and 4.3 identify the future infrastructure systems. Infrastructure upgrades or relocation will likely occur concurrently with roadway projects to minimize disruption to new transportation facilities. Locations of future right-of-way may be adjusted as needed to limit the amount of utility relocations. Some projects will be part of private development while others may be publicly funded and constructed. The costs associated with infrastructure (roadway, sewer, water and stormwater) projects are included in Chapter 5.







### STORMWATER INFRASTRUCTURE

The existing stormwater system in Town Center drains to three watersheds, including Coffee Lake Creek Basin in the northwest; the Willamette River in the southwest (via a piped outfall); and the Boeckman Creek Basin. The Boeckman Creek sub-basin flows through a regional flow control facility in Memorial Park south of Wilsonville Road. This system is adequate to meet the needs of Town Center today, although the City has identified drainage issues along portions of the western Town Center boundary near I-5 during heavy rainfall events.

The City of Wilsonville's 2015 Storm Water and Surface Water Design and Construction Standards require on-site Low Impact Development (LID) to the Maximum Extent Practicable (MEP). In new and/or improved right-of-way, flow control and water quality will be managed in the right-of-way with roadside planters/bioretention facilities located in the planter strip, at intersection bulb-outs, and through the use of porous pavements. Measures to manage flow control and water quality on private development sites will be required to be installed on site and may consist of the same best management practices (BMPs) used to mitigate the right-of-way. These on-site measures for redeveloped parcels include porous pavement and stormwater planters that mimic the pre-development stormwater runoff conditions.

- Parking lots in Town Center create large impervious areas that require an extensive stormwater treatment system.
- 2. Bioswales gather and treat stormwater onsite.
- 3. Bioswales can be integrated into a larger landscape design and used as a placemaking element.

Environmental Stewardship through specific design interventions that include:

- Minimizing the amount of impervious surfaces, including large surface parking lots, many of which are underutilized.
- Designing and constructing all new streets (or streets that will be significantly modified) as green streets with stormwater planters or other on-site detention and treatment components.
- Encouraging innovative on-site stormwater detention and treatment for buildings to meet on-site stormwater detention/treatment requirements. This includes encouraging green roofs or water reuse (e.g. graywater systems) as part of initial building design.
- Using pervious paving wherever possible.
- When constructing new streets, locating stormwater pipes in new right-of-way. Stormwater pipes have been included in planning level cost estimates for major capital projects described in Chapter 5.
- Utilizing the stormwater features in the proposed Promenade to help meet the City's stormwater management requirements for treatment of road facilities.









- 4. Green roof systems treat water onsite and help cool the building.
- 5. Permeable pavers can be used for walkways and plazas to allow rainwater infiltration.
- 6. Permeable pavers can provide design elements in most locations.

With approval of the City Engineer, if the developer is unable to meet the flow control requirements on site, the applicant may be allowed to pay a fee-in-lieu for onsite improvements. The developer would need to prove that flow control on-site is not feasible prior to using the fee-in-lieu approach. The fee would be based on costs associated with upgrades and maintenance for the design and retrofit of the Memorial Park regional flow control facility, as needed.

Per Wilsonville's 2012 Stormwater Master Plan, the existing storm drain system for the majority of Town Center has adequate capacity. The existing development within Town Center is mostly impervious with no on-site water quality or flow control management. Future redevelopment is envisioned to reduce the amount of impervious surface by implementing BMPs such as road diets, porous pavement, green roofs, landscaping, and bioretention facilities. Because of the proposed improvements and reduction in impervious surface, the existing storm drain capacity will be adequate to accommodate future development.

Figure 4.1 illustrates the recommended stormwater infrastructure system for Town Center. The goal of the stormwater system recommendations is to reduce the amount of stormwater detained and treated at the regional treatment facility in Memorial Park and to avoid any additional expansions of that facility. By managing stormwater on-site and reducing the amount of impervious surface in Town Center, more costly expansions to the Memorial Park Pond can be avoided. As development occurs in Town Center, localized flooding at the 18-inch pipe crossing I-5 (identified as problem area P8 per the City's 2012 Stormwater Master Plan) may also be mitigated as a result of additional on-site infiltration facilities being constructed. These facilities could be developed within existing or new right-of-way and adjacent development, which will reduce stormwater flows through the pipe. In the meantime, temporary flooding control measures such as infiltration facilities could be deployed.

## SEWER INFRASTRUCTURE

The majority of Town Center is within the Canyon Creek/Town Center Basin although a portion of Town Center (north and west of Town Center Loop) is within the Coffee Creek Basin. Both basins drain to the Wilsonville Wastewater Treatment Plant. The sanitary and stormwater systems are separate systems. The wastewater pipes within Town Center are generally between 25-50 years old, and while the system functions well, the City's 2014 Waste Water Collection Master Plan identifies several pipes that should be replaced due to age, root intrusion, and/or grade issues. There are no capacity-related projects in Town Center identified



**Building Footprints** 

Lines (Private)

Lateral Lines

# (PROPOSED CHANGES)

--- Demolished Utility

- 1. Location of future right-of-way may be adjusted to limit the amount of utility relocations.
- 2. Existing utilities and proposed utility layout shown are based on GIS data provided by the City of
- 3. Sizes of the proposed stormwater mains shown on the map are based on an assumed 1% minimum slope and a roughness coefficient of 0.0013. A basin wide analysis will be necessary to size the system that carries stormwater flow through the Town Center per the conveyance system hydraulic standards identified in the Wilsonville 2015 Stormwater & Surface Water Design and Construction Standards and the design pipe slopes allowed by the site grades and the invert elevations at the tie-in points of
- \* Proposed pipe sizes over 12"



in the current capital improvement plan through 2025, although the Town Center Pump Station that serves a portion of Town Center has a higher rate of pump failure than other City-owned pump stations and has been identified for replacement.

Peak flow projections for the Canyon Creek/Town Center are expected to increase from a current flow of 1.26 MGD to 1.85 MGD within the UGB by 2045 per the City's 2014 Waste Water Collection Master Plan. The total peak flow projections for the UGB and Urban Reserve Area, if it is added to the UGB and develops, are expected to increase to 3.14 MGD per the City's 2014 Waste Water Collection Master Plan.

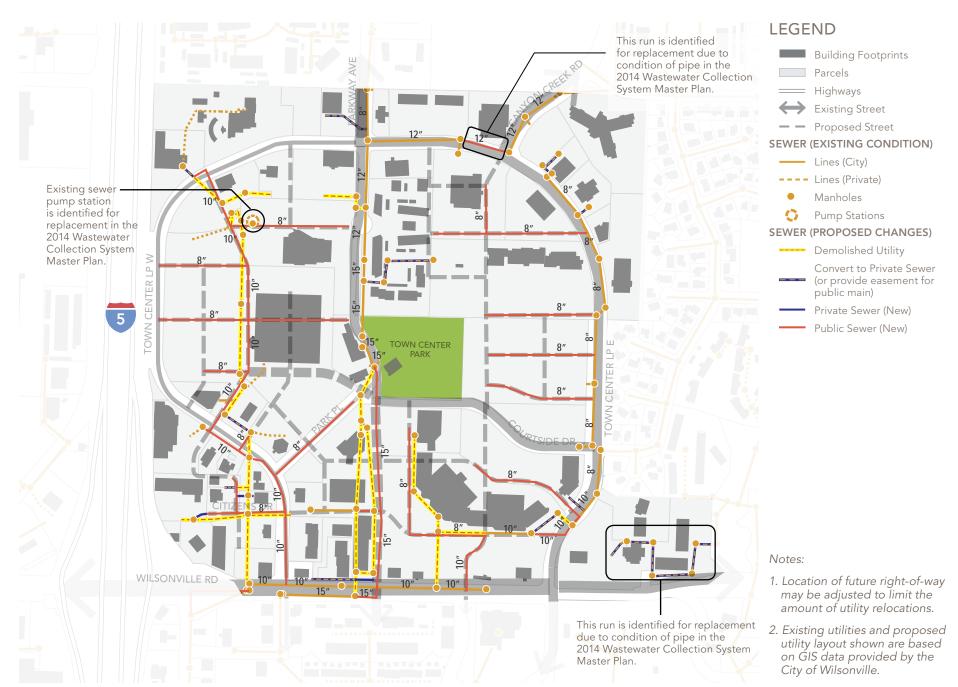
Future development envisioned in the Town Center Plan will have little increase in wastewater compared to what is already projected for Town Center in the future, with sewer flows likely to increase by 0.69 MGD, for a total flow of 3.83 MGD at buildout with the urban reserve area. Additional capacity is not required for Town Center-related growth. System-wide modeling showed that the existing system can accommodate future growth. While there may be a possibility of surcharging down stream at Memorial Drive, crossing I-5 to the wastewater treatment plant, potential surcharge is within acceptable limits and overflow risk is minimal. Town Center is a very small portion of the

basin and the additional projected growth is not a significant increase to the total projected flows of the basin. Additional growth from Town Center would not likely have an impact on the existing 220 gpm capacity of the existing Town Center waste water pump, but as stated, Town Center is only a small portion of the basin and the pump should be evaluated as part of the larger Canyon Creek/Town Center service area.

Figure 4.2 illustrates the recommended sewer infrastructure system for Town Center. Much of the existing system has already been developed, although the anticipated development pattern and street grid will require a portion of the system to be relocated into public right-of-way.

Aside from projects already identified in the City's 2014 Waste Water Collection Master Plan, Town Center Plan implementation should include the following:

Locate sewer trunk lines within existing or future rights-of-way to allow for development on vacant land. While most trunk lines are already in existing right-of-way, there are some pipes located within existing parking lots. If not relocated, existing utilities may conflict with building foundations and make it difficult to maintain underground infrastructure.



# SEWER INFRASTRUCTURE

FIGURE 4.2





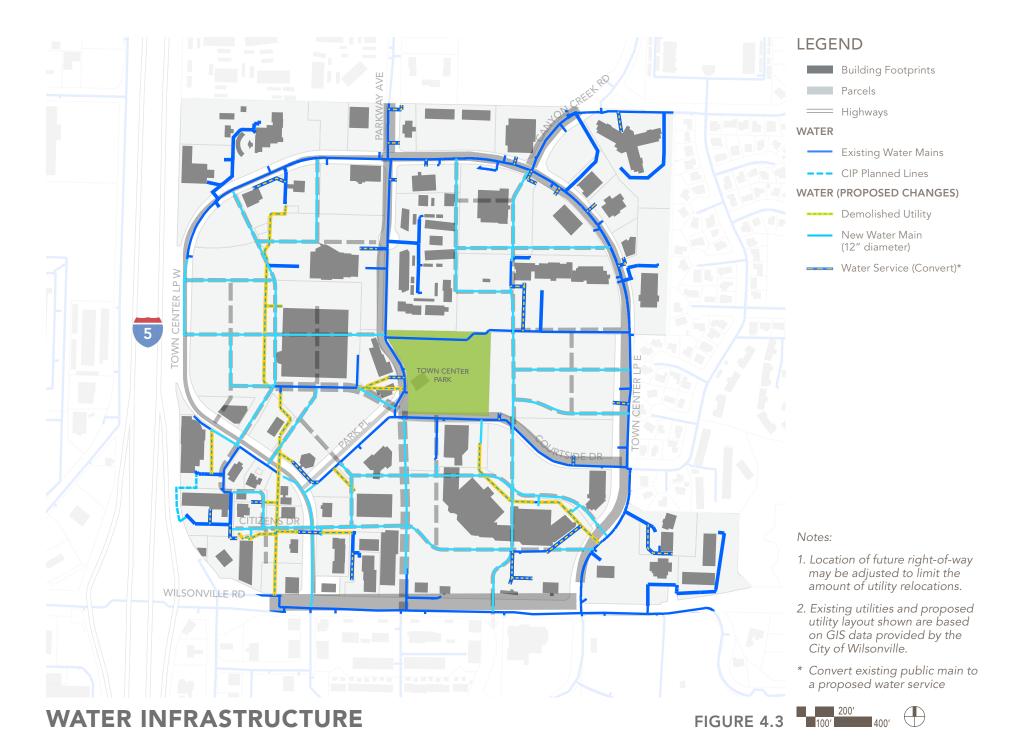
 Upgrade the wastewater system when constructing new roads, or when significant upgrades occur to existing roads, to reduce the need for future capacity upgrades that would require reconstructing the road.

Cost estimates for wastewater improvements are identified in Chapter 5.

#### WATER INFRASTRUCTURE

The Willamette River Water Treatment Plant supplies potable water to the project area. The City has not identified any fire flow deficiencies within the project area. The majority of distribution mains within the project area are constructed of 12-inch ductile iron pipe. The 2012 Water Distribution Master Plan only identifies one capital improvement project within the project area, consisting of an 8-inch line extension along Park Place and SW Citizens Drive. No changes are recommended to this project.

The existing 12-inch water main infrastructure is capable of accommodating future growth within Town Center, although some water mains would need to be relocated into new right-of-way to accommodate future development. The proposed water main system is shown in Figure 4.3. All new or relocated water mains would be 12-inch water lines, reflecting the 12-inch water system that exists today.





# 05 IMPLEMENTING THE TOWN CENTER PLAN

Town Center will not change overnight. The community's vision will not be realized through one new project or program. Instead, a combination of many different strategic public and private investments and community-led initiatives will transform Town Center gradually.

This chapter provides specific and implementable actions to realize the Wilsonville community's vision and goals for Town Center. The strategies reflect the desires of businesses and the community members. Actions range from major infrastructure investments that take time to plan and design to "quick wins" that can be implemented relatively quickly and with little funding for startup.

The following strategies will guide near, mid, and long-term change in a manner that provides clear expectations to businesses, residents and existing property owners. Future development or redevelopment will depend on property owners. The City is not proposing any specific development as part of the Town Center Plan; rather, it is providing a framework and specific actions and investments to achieve Wilsonville's vision for Town Center.

#### PRIORITIZED IMPLEMENTATION

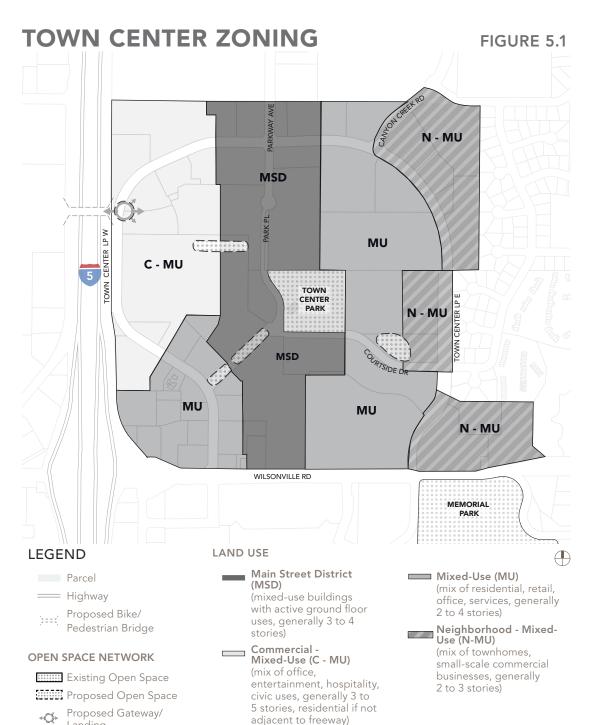
The implementation of the Town Center Plan will require a variety of actions and partners. The City can facilitate change directly through use of public property (existing or acquired) and/or brokering property transactions that further the implementation strategies. The City can also invest in new infrastructure projects, policies, and programs to realize the Town Center Vision. Collaboration between the City, non-city public agencies, residents, businesses and landowners will be crucial for the success of the plan. Table 5.1 summarizes the prioritized Plan recommendations and a list of implementable actions that promote the project goals developed with the Wilsonville community.

Implementation progress should be reviewed and updated every two years by the City of Wilsonville to reflect conditions as they change over time.

Implementation strategies are broken down into six broad categories:

- 1. Regulatory Actions. These include changes to the existing Development Code and supporting documents. Regulatory actions also include new programs, other city plans or regulations necessary to implement the Town Center Plan. Regulatory actions can happen during adoption of the Town Center Plan, or during regular updates to existing plans.
- 2. Infrastructure Investments. These include streetscape and other multimodal improvements (bicycle, pedestrian and transit), open space, and stormwater, sewer, and water infrastructure projects. Several of these projects are long-term investments with significant costs, but many could be constructed concurrently. Some projects are also linked (e.g. Park Place extension and Wilsonville Road modifications) and would require construction at the same time.
- 3. Parking Strategies. These include policies and programs that can be considered as increased activity and density in Town Center necessitates parking management. A new approach

- to parking is critical to both achieve the community's design concept for Town Center and support the parking turnover needed for businesses.
- 4. Placemaking Strategies. These include projects or programs that generate activity and interest in Town Center that attract visitors, local workers, and residents alike and encourage people to spend more time here. They can be implemented by the City, business groups, and/ or community non-profits, often at a low cost and immediately after the Town Center Plan's adoption.
- 5. Economic Development Strategies. These include programs and projects to support existing businesses and bolster economic activity within Town Center. Many of these strategies can be implemented shortly after the Plan's adoption.
- 6. Transit Investments. This includes potential transit opportunities to serve Town Center, considering rapidly changing technologies and transportation needs that will affect transit service in the future. Transit service will depend on funding, timing of development in Town Center, and the overall transit service plans for SMART.



Landing

### **REGULATORY ACTIONS**

The following are recommended regulatory actions (RA) that will support the implementation of the Plan. The majority of these actions are expected to be led or coordinated by City staff and completed during adoption of the Plan and regular plan update cycles.

## **RA.1** Amend the Wilsonville **Comprehensive Plan**

Change the Comprehensive Plan designation for parcels within the Plan boundary currently designated Commercial, Residential, and Public Lands to a new Comprehensive Plan designation of Town Center. There is currently no Town Center designation with the existing Comprehensive Plan. The recommended designation includes a purpose statement and policies and is necessary to implement the vision developed through this planning effort. Proposed Comprehensive Plan text amendments are attached in Appendix A. This update will occur upon adoption of the Plan.

## RA.2 Amend the Wilsonville Development Code to Include a New Town Center (TC) Zoning District and New Site and Building Design Standards

Change the existing Planned Development Commercial Town Center (PDC-TC) and Planned Development Residential (PDR) zoning designations within the Town Center boundary to Town Center (TC), a new zoning district with four subareas -Main Street, Neighborhood-Mixed-Use, Mixed-Use, and Commercial Mixed-Use - consistent with the Community's Design Concept. The new site and building design standards in the new TC zone provide specific design requirements for each of these subareas related to building location, height and design, and parking provisions (surface and structured) in order to set the stage for development consistent with the community's vision for Town Center.

The amendment is required to implement the Plan's recommendations. The proposed zoning district boundaries are shown on Figure 5.1. Development Code, site and building design standards are included as Appendix A. This update will occur upon adoption of the Plan.

#### **Modify Parking Requirements** RA.3

Modify parking requirements in Section 4.155 of the Wilsonville Development Code (Parking Standards), to align parking standards with the Town Center vision. Modifications focus on providing flexibility on how parking is provided in Town Center and providing guidance for addressing mixed-use development (see Appendix A). This update will occur upon adoption of the Plan.

#### RA.4 Amend Covenants, Conditions, and Restrictions (CCRs)

Coordinate with the appropriate designees to amend the covenants, conditions, and restrictions (CCRs) for properties within the Town Center boundary to address inconsistencies with the recommendations in the Plan. Analysis and outreach to the declarants of the CCRs and landowners should occur immediately after the Plan's adoption.

### Update the City of Wilsonville RA.5 Transportation System Plan (TSP), Parks and Recreation Comprehensive Master Plan, and Capital Improvement Plans

There are several transportation projects identified in the Plan that should be included. in the TSP. In addition, the City should

update the Parks and Recreation Master Plan to incorporate parks and trails recommendations. The City's capital improvement plan should be amended to incorporate the Plan's infrastructure investment projects. This update is assumed to occur when those plans are updated, if not sooner, following adoption of the Plan.

#### Estimated Costs (Items RA.1–RA.3):

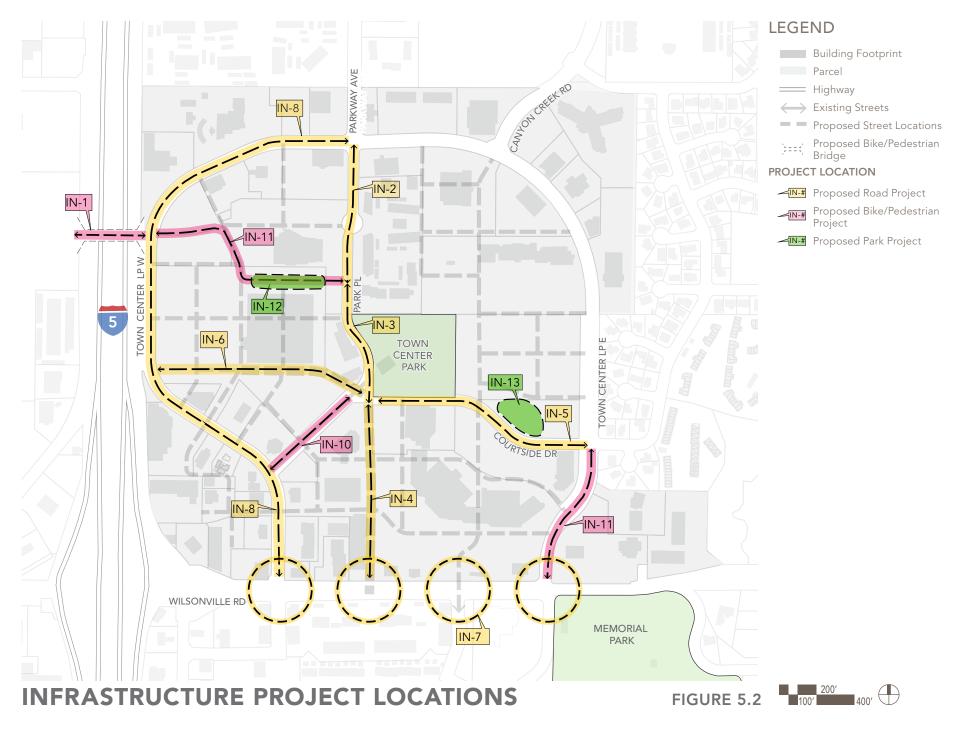
Item RA.1-RA.3 will be completed as part of the Town Center Plan adoption process. Costs associated with RA.4 will require temporary allocations of staff time at a fraction of FTE. Costs associated with implementing RA.5 are expected to be approximately \$15,000 to update the Transportation System Plan. Other plan updates will require temporary allocations of staff time at a fraction of FTE and completed during regular plan amendment processes.

### **INFRASTRUCTURE INVESTMENTS**

Public infrastructure, including roads, sewer, water, stormwater, fiber/conduit infrastructure, and parks, provide the foundation for a complete community. Infrastructure provides essential services and in Town Center provides the transformational

elements for becoming a more walkable and accessible district. While some infrastructure projects will likely be completed as part of private development, there are several projects that could be partially or wholly publicly funded to catalyze development. "Framework projects" are projects that establish a foundational element of the Plan. Framework projects are projects that were identified by the project Task Force, Planning Commission and City Council as being the most important projects to complete (pending funding) to implement the Plan's vision. These are high priority projects that will receive public funding to cover a portion of the costs. Local businesses and landowners will be integral parts of the design and construction process to identify ways to minimize impacts when construction does occur in the future.

"Estimated costs" are total project costs and provided for the infrastructure investments that are likely to have a public funding component. Streetscape projects do not include sewer, water, or stormwater costs, which are broken out separately (see IN.14), but assumed to be built concurrently. Depending on the timing of adjacent development, the City or a private developer may construct the improvements. Table 5.1 on page 99 identifies the proposed phasing for each major infrastructure project, and the Plan recommends the creation of an Infrastructure Finance Study to



outline more specific timing and a funding strategy for these infrastructure investments (see ED.9 on page 91). Phasing for major projects considers the interdependence of specific elements of each project. For example, modifications to Wilsonville Road would not occur until the Park Place extension is constructed. The Park Place extension project would require implementing the signal changes/timing at the other Wilsonville Road intersections, triggering the Wilsonville Road modifications.

Infrastructure projects, unless otherwise stated, assume full construction or reconstruction of a particular segment. Some projects would only modify existing facilities, which may reduce total project costs. Some street projects would also include sewer, water and stormwater infrastructure, which are provided as separate cost estimates (see IN.14) to reflect the relocation of these facilities to the public right-of-way. All road construction projects assume that the facility will include stormwater management and green street amenities, such as stormwater swales and landscaping treatments (as described in Chapter 4) to reduce environmental impacts of construction and use of the facility. Infrastructure projects should also include fiber/conduit facilities to the extent possible. Locations of infrastructure projects are identified on Figure 5.2.

## IN.1 I-5 Bike/Pedestrian BridgeGateway (Framework Project)

The City is in the process of designing a bike/pedestrian bridge over I-5 that will connect the northwest corner of Town Center to the existing transit center and development on the west side of I-5. While the exact location of the bridgehead is still to be determined, the eastside bridgehead in Town Center will provide an opportunity to establish a highly visible gateway to Town Center. A well-designed bridge and bridge landing can include architectural elements that reflect Town Center as well as seating, landscaping and wayfinding/directional signage, providing direct connections for people to destinations in Town Center, such as Town Center Park using a two-way cycle track, and to the local and regional bicycle and pedestrian network.

**Estimated Cost:** \$10.8 million (bridge), \$1.5 million (bridge landing/gateway)

## IN.2 Park Place Redesign (Town Center Loop to Northern Edge of Town Center Park)

This section of existing roadway, currently known as Parkway, is one of the original connections from Town Center Loop adjacent to the theater and apartments. The recommended future design for this section of Park Place includes two travel lanes, buffered bike lanes, and wide sidewalks (see Appendix D for the recommended cross section). Buffered one-way bike lanes are recommended in this section of roadway to provide connections to existing bicycle lanes north of Town Center Loop.

Estimated Cost: \$4.4 million

## IN.3 Park Place Redesign (Town Center Park to Courtside Drive, Framework Project)

This section of Park Place becomes an extension of Town Center Park. Constructed as a curbless street (see Figure 5.3 for the recommended cross section) that can be closed during events in Town Center Park, a farmers market, or other civic use. This section of roadway is a critical transition between the northern and southern portions of the main street and a core component of the Town Center vision. This section of Park Place includes



two travel lanes, on street parking, and a protected two-way cycle track, providing an important multimodal connection between the I-5 bike/pedestrian bridge, Promenade, and the two-way cycle track proposed on the north side of Courtside Drive to Memorial Park (see IN.5 for a project description).

Estimated Cost: \$3.7 million



# IN.4 Park Place Extension (Courtside Drive to Wilsonville Road, Framework Project)

Creating a modern main street in Town Center is a signature element of the Plan. Extending Park Place provides opportunities to create a walking retail

corridor, gathering spaces, and placemaking programs for Town Center. It will offer more opportunities and better visibility for small, independent businesses, keeping local dollars in Wilsonville. This extension of Park Place (see Figure 5.4 for the recommended cross section) is a future roadway located within an existing parking lot. The extension would create a new signalized intersection at Wilsonville Road. The recommended design for this new segment of Park Place includes two travel lanes, on-street parking, and wide sidewalks to create a strong pedestrian-oriented landscape. The street would be marked as a shared facility, where bicycles and automobiles share the same travel lane. Shared lanes, as opposed to

dedicated bicycle lanes, are recommended for this section because of the expected slow vehicle speeds, proposed dedicated bicycle lanes on adjacent roads, and the limited amount of right-of-way available to construct the new connection. With the proposed design, no business displacements are anticipated with the construction of this segment, but during

construction, it will be important to coordinate with existing businesses to minimize impacts to their operations.

Estimated Cost: \$6.3 million

## IN.5 Courtside Drive Improvements (Park Place to Town Center Loop E)

Courtside Drive is the primary east/west connection between Town Center Loop E and Park Place and serves as an important connection between established neighborhoods and central Town Center. This project recommends maintaining the key functions of this roadway and incorporating a two-way cycle track that connects from Town Center Park to Town Center Loop E, which will provide a further connection to Memorial Park (Figure 5.5). Improvements to this section of roadway are primarily for the cycle track and for on street parking on the south side of Courtside Drive.

**Estimated Cost:** \$7.9 million **Estimated Cost for Cycle track only:** \$78,000



## IN.6 Courtside Drive Extension (Park Place East to Town Center Loop W, Framework Project)

This project would extend Courtside Drive to the west to Town Center Loop W, providing increased connectivity to the western portion of Town Center, an area envisioned to redevelop with a more diverse mix of uses.



The recommended roadway design includes two travel lanes, on street parking, bicycle lanes and wide sidewalks (see Appendix D, Local Street, Option 2) to create a strong pedestrian-oriented landscape.

Estimated Cost: \$6.6 million

## IN.7 Wilsonville Road Intersection Modifications

Wilsonville Road is the most important arterial connection to Town Center and also provides access to one of two I-5 interchanges in Wilsonville. Wilsonville Road experiences congestion at peak hours due to existing capacity issues on I-5 at Boone Bridge, affecting the Wilsonville Road/

Town Center Loop W intersection where traffic can back up on both roadways. Recommended improvements along Wilsonville Road are designed to improve traffic distribution through Town Center and better accommodate anticipated traffic growth (Figure 5.6). The Wilsonville Road improvements allow for and implementation of the desired multimodal form as recommended in this plan (see intersection plan views in Appendix B). Specific changes to Wilsonville Road include:

Wilsonville Road/Town Center Loop W
 Modify the existing traffic signal to
 eliminate eastbound and westbound
 left turns, add a landscaped median to

the west leg, and improve pedestrian and bicycle safety by adding a crosswalk to the west side of the intersection and a median refuge to cross Wilsonville Road. Providing protected pedestrian refuges and signalization for bicycle and pedestrian crossings is essential for improving safety and increasing walking in the area.

Construct a new intersection that connects the extension of Parkway Avenue to Wilsonville Road. At this intersection, install a traffic signal that allows all turning movements and moves

eastbound left turn traffic further from

Wilsonville Road/Park Place

the I-5 interchange.

- Wilsonville Road/Rebekah Street Remove the existing traffic signal and restrict the minor street turning movements to be right-in, right-out only by continuing the landscaped median or using space for a pedestrian and bicycle median. Include bicycle and pedestrian activated flashers for crossings.
- Wilsonville Road/Town Center Loop E Modify the existing traffic signal to include dual eastbound lefts and modify the north leg to have dual northbound

receiving lanes. Remove eastbound and southbound dedicated right-turn lanes to accommodate added lanes.

Estimated Cost: \$1.8 million

#### **Town Center Loop W Modifications IN.8**

Town Center Loop W is a wide street with five lanes in many locations and without bicycle lanes or complete sidewalks. The focus of this project is to make Town Center Loop W more pedestrian and bicycle friendly, help redistribute through traffic, and reduce congestion at the Wilsonville Road/Town Center Loop W intersection.

As development occurs adjacent to Town Center Loop W, the roadway could transition to a local road (see Appendix D for potential cross sections) that provides access to businesses as well as multimodal access from the bike/pedestrian bridge and western portions of Town Center. In the event a parallel road is constructed and can accommodate the traffic, Town Center Loop W could also be vacated and the right-of-way used for development. If it remains in place, Town Center Loop W would be reduced from five to three lanes (two travel lanes with left turn pockets) in conjunction with intersection



improvements for Town Center Loop E to accommodate the anticipated shift in traffic patterns. Surplus right-of-way will be used for on-site stormwater treatment, addressing an ongoing stormwater issue in the vicinity of I-5. This is assumed to occur with adjacent development that would pay for the street improvements. In the interim,

improvements could include reducing the number of lanes through temporary placement of traffic controls using concrete planters or bollards to reduce road width, and restriping for bicycle lanes in the outside travel lane.

Estimated Cost: \$207,000 (Interim). Full buildout is expected to be in conjunction with private development.

#### Local Road Network **IN.9**

Creating a more walkable and accessible Town Center will also require constructing new local roads. These connections would be constructed as part of a development in which the private developer assumes the cost of these local roads. Figure 5.7 identifies the proposed local road network in Town Center, which uses the existing

road network as the foundation of the multimodal system. The location of these local connections is approximate and based on the desired block lengths of 400 feet. Precise locations will be determined during site planning and review. These extensions would require new right-of-way and would generally include two travel lanes, parallel parking on both sides of the street, sidewalks, and street trees, although some connections may use a "woonerf" style design, or pedestrian-only connections (Appendix D). Some streets would also include fiber conduit, new sewer and water infrastructure while all streets would have stormwater pipes (see Figures 4.1, 4.2, and 4.3 for general location of facilities) that are assumed to be constructed by private development.

Estimated Cost: Not applicable. Local roads and associated communications. sewer, water and stormwater infrastructure identified as part of the Plan are assumed to be constructed by private development.

## IN.10 Park Place Promenade Redesign

The Park Place Promenade redesigns Park Place between Town Center Loop W and Courtside Drive to eliminate it as a vehicular route and create a linear park feature that provides bicycle and pedestrian access and a location for future temporary events such as festivals or a farmers market. The final design of this area will be determined as part of the design of future adjacent development expected to front the promenade. Essential components should include provisions for temporary events, public gathering spaces with shade and/or weather covering, bicycle

and pedestrian connectivity and transit vehicle access. Design would be similar to the woonerf-style local street cross section (Appendix D) that is designed to be closable to through traffic. Depending on the final design, vehicle charging, car share and bus stops could also be incorporated into the design.

Estimated Cost: \$2.4 million

## **IN.11** Cycle Tracks

There are several sections of two-way cycle tracks identified in the Plan. These provide essential connectivity elements both within Town Center and to the surrounding bicycle and trail network. There are four primary cycle tracks proposed in Town Center that together create a continuous cycle track between the I-5 bike/pedestrian bridge and Memorial Park. The type of bicycle facility to be located within the Park Place Promenade will be determined as part of the Park Place Promenade design process (see Project IN.10). Prior to development of the project, or as portions are constructed, the City could place placards, signage or other information to describe the entire project and how it will function when completed.

 Segment 1: Bike/Pedestrian Bridge to Town Center Park. This segment would



be constructed from the future bike/ pedestrian bridge to approximately the north side of Town Center Park. While the final bridgehead location is still to be determined, the proposed connection would be located generally at the northern end of the Fry's parking lot and connecting to Park Place along/as part of the Promenade (see Project IN.12), where it would cross Park Place and then run on the east side of the roadway adjacent to Town Center Park. This segment would likely require purchasing right-of-way, or could be combined with future redevelopment of the Fry's site.

 Segment 2: Town Center Park to Courtside Drive. This segment would be constructed as part of the Park Place Redesign (Project IN.3) because it will require reconfiguring the corner of Town Center Park and potentially the western parking area for Town Center Park to accommodate the future main street extension south to Wilsonville Road. A quick win project could be to restripe the existing roadway as a two-way buffered bike lane, similar to what was completed during the Town Center Main Street Popup event at the 2018 Wilsonville Community Block Party (see page 25)

## **CYCLE TRACK VERSUS BUFFERED BICYCLE LANES**

A CYCLE TRACK is an exclusive bike facility that is separated from motor vehicle traffic, parking lanes and sidewalks through the use of bollards, medians, or raised curbs. Cycle tracks can be designed in a variety of ways, but all are intended to be primarily used for bicycles, and are separated from motor vehicle travel lanes, parking lanes, and sidewalks. In situations where on-street parking is allowed, cycle tracks are located to the curb-side of the parking (in contrast to bike lanes).

**BUFFERED BIKE LANES are** conventional bicycle lanes paired with a designated buffer space (usually painted) separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. Buffered bike lanes can be used anywhere a traditional bike lane is proposed and provides more space for bikes without making the bike lane appear so wide that it might be mistaken for a travel or parking lane.

during the planning process for the Plan. The two-way buffered bike lane would then be replaced with a permanent two-way cycle track.

- Segment 3: Town Center Park to Town Center Loop E (Courtside Drive Segment). This segment is implemented primarily through restriping the existing roadway on the north side of Courtside Drive between Park Place and Town Center Loop E and could be implemented at the same time as the quick win described for Segment 2. Access to the Town Center Park parking area along Courtside Drive may need to be modified to accommodate this project. No additional rightof-way is assumed to be required because the existing right-of-way is available to accommodate the proposed improvements.
- Segment 4: Town Center Loop E
   to Wilsonville Road. This segment
   would be located on the east side of
   Town Center Loop E This section of
   cycle track would connect the central



portion of Town Center to Memorial Park south of Wilsonville Road. This project would not likely be implemented until the modifications to the Wilsonville Road/Town Center Loop E intersection are completed as there are already buffered bicycle lanes on Town Center Loop E The cycle track improvements would increase safety by crossing to the east side on Town Center Loop E at Courtside Avenue, not at Wilsonville Road, to remove the potential conflicts with the additional left turn movements from Wilsonville Road to Town Center Loop E The two-way cycle track and vehicular lanes, as proposed, will fit within existing right-of-way.

**Estimated Cost:** Segment 1: \$75,000; Segment 2: N/A, expected to be completed as part of the Park Place redesign (project costs are included within that project); Segment 3: \$78,000; Segment 4: \$51,000.

## **IN.12** Promenade (Framework Project)

The Promenade is a linear park located north of the existing Fry's building. This project provides an important multimodal connection between the I-5 bike/pedestrian bridge landing and the two-way cycle track on Park Place (Figure 5.8). The bike/pedestrian landing is expected to connect to the Promenade, either directly or through another connection, depending on the final bridge location. This project would likely be constructed if redevelopment on all or a portion of the Fry's and/or Regal

Theater parcel occurred. The Promenade provides plaza and open space for area residents and employees and helps create a very active area near the I-5 bike/pedestrian bridge landing that draws users from the bridge into Town Center. The promenade also envisions an integrated stormwater feature, wide sidewalks and seating areas in addition to a portion of Segment 1 of the proposed cycle track (see Project IN.11).

#### Estimated Cost: \$1.8 million

The Promenade is assumed to be constructed, in whole or in part, by private development. The City may pursue funding for this project in advance of adjacent development as part of the bike/pedestrian bridge landing or following the bridge project to ensure the cycle track and emerald chain connections are constructed in a timely fashion.

### **IN.13** Town Center Skatepark

The Plan incorporates the proposed skatepark to be located east of Town Center Park, described in Project 1.7.a of the 2018 Wilsonville Parks and Recreation Comprehensive Master Plan. This location is along the cycle-track and within the chain of green spaces between Town Center Park and Memorial Park.

Estimated Cost: \$800,000 per the City's most recent cost estimate included in the 2018 Parks and Recreation Comprehensive Master Plan.

## **IN.14** Water, Sewer and Stormwater **System Upgrades**

As new development occurs, additional infrastructure facilities will be required. As new roads are constructed, water, sewer, and stormwater system upgrades will be constructed as part of the road project to minimize costs (see Figures 4.1, 4.2 and 4.3 for complete system locations). For systems within local roads, those facilities would be paid for and constructed by private development. Depending on the timing of adjacent development, the City or a private developer may construct the improvements. Adjacent development would be responsible for connecting to the system.

Estimated Cost: Water: \$11.2 million, sewer: \$10 million, stormwater: \$26.2 million (NOTE: these costs do not include any infrastructure within local roads, which would be constructed by private development).

#### **PARKING STRATEGIES**

There are many ways to encourage pedestrianoriented development within Town Center while still providing parking options for those accessing Town Center by car. Parking is a part of Town Center and should be placed in convenient, accessible locations but screened from view by either buildings or landscaping. Pedestrians should not have to walk through parking lots to access adjacent businesses or residences.

The parking analysis (see Appendix E) completed for the Plan showed that parking usage varies considerably by location, time of day, weekdays and weekends in Town Center. Future development will require parking, likely a combination of surface and structured facilities. As Town Center develops over time, a variety of parking management techniques and incentives could be implemented to achieve the goals for parking in the Town Center.

#### **Develop a Town Center** PA.1 Parking Management Plan

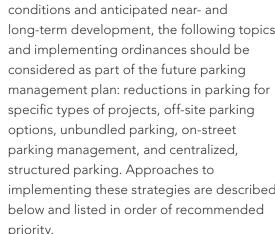
The purpose of the parking management plan is to ensure that off-street parking is not the driving factor in how land is used within Town Center. Prior to developing a parking management plan, the City should conduct a parking inventory and

parking utilization study. Based on existing long-term development, the following topics implementing these strategies are described priority.

Estimated Cost: Development of a parking management plan is likely to be the combined effort of City staff and a consultant. The cost of developing a parking management plan is approximately \$50,000.

#### **Parking Reductions for** PA.2 **Specific Types of Projects**

Parking can be a determining factor in the financial success or failure of a project, particularly in suburban locations. In addition, not all projects fit well within standard parking ratios. Permitting parking reductions or in-lieu parking fees, which allows new development to make a case to pay a fee up to a certain number of



#### PHOTOS:

- 1. Parking management, such as paid on-street parking, are future management tactics that may be appropriate in Town Center.
- 2. Permeable pavers in parking areas can be combined with street design to minimize stormwater runoff.
- 3. Charging stations should be placed in locations that are easily accessible for electric vehicle users.







spaces for projects consistent with the Town Center vision, are ways to encourage catalytic projects that may be borderline financially feasible. There are a number of parking reductions used successfully in other town centers for development within 1/4 mile of transit stops that should be evaluated; including senior housing, affordable housing projects, and group housing; development that provides space(s) for car sharing programs; and projects with a site-specific trip reduction plan (such as employer-provided transit passes, telecommuting, ridesharing, carpooling, car sharing, bicycling, and flexible work schedules). In some instances, a transportation management association (TMA) can also be established to help coordinate district-wide efforts in reducing parking demand.

## PA.3 Encourage Off-site Parking

Permit a certain percentage of required parking for each development to be located off-site (either on-street or another site) within Town Center (such as Fry's or the Kaiser property, or on public property when not in use). Currently, vacant sites are most attractive because they provide short-term income for the property owner. As demand increases, those locations could be converted

to structured parking or a combination of development and structured parking.

### PA.4 Unbundle Parking

Allow a portion of the off-street parking in residential and office developments to be leased through a permit process where a resident or employee can pay for the use of off-street parking spaces. This incentivizes developers and tenants to consider travel options, and encourages reducing vehicle use. For those that have one or more vehicle, this option also provides parking for them, albeit at a higher cost than for tenants with fewer vehicles. This reduces the possibility of oversupplying parking as technology, transit and commuting habits change over time. For this management option, some parking spaces would still be provided on-site with the development, but additional spaces above the minimum number of spaces required by the Development Code could be located on-site or off-site, and those spaces would be leased or sold separately from the rental or purchase fees for dwelling units for the life of the dwelling units. This provides renters or buyers the option of renting or buying a residential unit at a lower price point.

## PA.5 Managing On-Street Parking Supply

Develop a parking enforcement program to manage on-street parking. While the existing Development Code permits counting on-street parking on the same side of the street for retail uses, as the area develops, there may be more competition for on-street parking spaces. For retail areas that require parking turnover, time-limited, paid parking for clients and shoppers may be necessary in the future. In residential or mixed-use areas, parking permits could also be evaluated if parking for residential uses conflicts with other uses in Town Center that require a higher degree of turnover. While cities often manage parking enforcement, some communities also contract with private parking management companies or partner with the local downtown business association. to manage on-street parking.

## PA.6 Centralized, Structured Parking

Structured parking can be provided by public or private organizations, or a combination of both. Although the current market makes it challenging to construct a fully privately funded garage (given that each parking stall can cost between five and ten times as much as one built on a surface lot), in the future, structured parking might be possible. For development over five acres in size, structured parking, even if phased, should be incorporated into the development plan. Rents and lease rates will likely increase over time, making structured parking, either stand-alone or as part of a larger development, possible.

Ideally, structured parking would be developed as part of a larger development project that includes the types of land uses the Wilsonville community desires.



 Vertical gardens can help mask a parking structure and soften the built environment.



Alternatively, a developer could pay a fee-in-lieu of providing a certain percentage of parking spaces. These funds would be used to pay for a portion of a standalone garage, to be constructed at a later time, or for a number of spaces within another building's parking garage. Other communities like Lake Oswego have used urban renewal funds to pay for all or a portion of the cost of to provide structured parking within mixed-use projects.

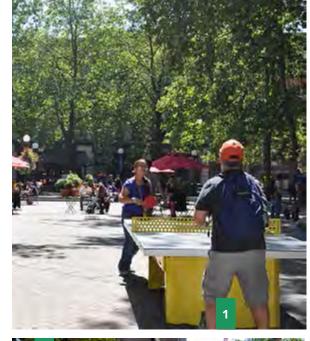
While the City could construct a parking garage as a publicly funded project, it is difficult to identify a location (particularly since the City does not own vacant land in Town Center) and build on speculation. Building a standalone garage will not likely attract developers to Town Center, but partnering with a developer through a public/private partnership to create a larger development that incorporates a parking structure may be a more effective and catalytic opportunity for Town Center. Other communities are using a similar approach. Rather than building speculative parking structures, cities like downtown Milwaukie and Vancouver, WA, are pooling public and private funds to provide parking for a district. Funding and strategies for a

structure will also be evaluated specifically when PA.1 and ED.9 are implemented.

### **PLACEMAKING STRATEGIES AND GUIDELINES**

The desire for Town Center to be the heart of Wilsonville and a hub of activity year-round was one of the most common discussions among community members during Town Center Plan process. While Town Center Park is an active place during the hot summer months when the fountain is flowing and there are concerts in the park, it can be quiet and underutilized at other times. Creating spaces in Town Center that are active year-round, both during the day and into the evening, will require programs that engage people and bring them together as well as adding buildings and design elements like outdoor seating and interactive art.

Placemaking is a way to reimagine public spaces, whether it is a street, plaza, or park, to strengthen the connection between people and place. Effective placemaking requires attention to the form and management of a space, as well as active community participation. Placemaking elements can be permanent, such as well-designed streetscapes, or more tactical elements that appear briefly as temporary installations, such as temporary art. Regardless of scale, placemaking should be a community-focused initiative that





#### PHOTOS:

- 1. Activated plaza featuring heavy duty ping-pong tables.
- 2. Landscaping enhances the urban experience.
- 3. Movable furniture offers flexible seating for groups and individuals.
- 4. Building frontage with high transparency and activated public/ private spaces.



involves residents and businesses in Town Center to determine the extent, timing, and implementation of a placemaking activity. For Town Center, there are several guidelines to consider when designing and activating public spaces.

### Placemaking Guidelines CREATIVE USE OF LANDSCAPING

Landscaping softens the built environment and provides visual interest and environmental benefits.

Well-designed landscapes in highly visible locations like gateways, street corners, entrances, and landmarks, can help attract visitors to an area. The Korean War Memorial in Town Center Park is an example of how landscaping creates a solemn space for reflection. In contrast, the Town Center Park water feature is an active and engaging space for families and children that provides a much different experience than the memorial. Plantings can also demarcate public art to be more noticeable and dramatic, such as the roses near the horse sculpture at the corner of Town Center Park. Along streets and in plazas in Town Center, tree cover can reduce temperatures during the summer months to create a more pleasant pedestrian experience and a place people will want to stop and spend time. Landscaping also provides habitat for birds and other wildlife.

#### FOCUS ON STREET AND BUILDING FRONTAGES

Active street and building frontages are essential for creating a place that fosters social interaction, supports retail, and provides visual interest. The recommended Town Center Development Code requires that on retail streets, like the proposed Park Place extension, the frontages of new buildings clearly display goods and the activities happening inside buildings. Window transparency is important, but storefronts should also include detailed entrances that draw people along the street. Building facade details can include attractive door







handles, paved steps, inlays along walls, as well as built-in ledges and alcoves that provide shade and seating. Also, because Wilsonville is rainy many months of the year, weather protection such as awnings or roof projections is important over busy sidewalks to encourage people to walk all months of the year. In appropriate locations, vendors and food trucks can help further activate the space and create multi-use areas.

#### **ACTIVATE PLAZAS**

Urban plazas should be strategically located to provide an amenity for nearby residents as well as passersby. Plazas need nearby amenities such as retail that attracts people and makes them want to stay. The recommended Development Code for Town Center requires plazas for larger developments, but there are also opportunities to create "storefront plazas" in front of retail and restaurant spaces. Corner plazas could include informational signage, play sculptures, food and drink vendors, and bike racks. Focused programming and entertainment can be provided on smaller footprint spaces, while larger plazas, such as the Park Place Promenade, can accommodate larger temporary events such as farmers' markets and festivals.

#### INCORPORATE PUBLIC ART

Public art is something Wilsonville residents have discussed extensively throughout the public

#### PHOTOS:

- 1. Pedestrian scale lighting.
- 2. Lighting incorporated into landscape features helps continue drawing visitors in colder months.
- 3. Public art can take many forms and create iconic features which build on the identity of a place.

engagement process. Town Center has some public art, such as "Apache" in Town Center Park. Artwork, ranging from sculptures to murals to structural elements, can have dramatic effects on the public realm. Art can serve as landmarks that create a sense of place and interactive features that enhance the experience of public spaces.

Ideally, sculptural works should be used in places where they can be touched, played on, climbed, and easily photographed. Sculptural public art can be located in high-use gathering areas or along streetscapes as tactile elements. These types of art features also pair well with seating areas, accent plantings, shade, water, transit stops, and busy retail spaces. Functional streetscape elements such as bollards can also be designed as sculptural elements, especially at high traffic locations. There is opportunity to do this at the Park Place/Courtside Drive intersection as well as along the promenades.

#### INCORPORATE WATER AND PLAY ELEMENTS

Like art and landscaping, water elements are most successful when clustered with other design elements to create sensorial and rich environments where people want to spend time. The water feature in Town Center Park is an excellent example of a water and play feature. The Town Center Plan bolsters this as an important gathering place by focusing development around the park and its features. The desire to play is universal

and ageless. Play does not need to be limited to designated playgrounds and parks. Natural play elements should be incorporated whenever possible, including climbable trees or rocks and water elements, among other interactive features. Small sculptural elements that are climbable are appropriate along retail streets. Along the promenades and Park Place extension, consider incorporating playful sculptural features and details into storefronts and building fronts within reach of young children.

#### USE MOVABLE FURNITURE WHEREVER POSSIBLE

Furniture in the public realm is a key component to activating spaces and providing comfort for a variety of different user groups. Furniture should be placed in highly desirable areas that offer multiple amenities to attract people. Seating and other furniture should not be isolated nor hidden. Wherever possible, furniture should be movable to provide flexibility and an opportunity for users of the space to make it their own provided the furniture still provides enough space for pedestrians. Movable seating and benches should be included in plazas and in front of businesses. Retail streets like the Park Place extension can offer a variety of seating types, including benches, clusters of movable chairs at key locations, steps and ledges to sit on, and even bollards that double as chairs. Fixed benches should be oriented

towards the most pleasant view of a space and should encourage people-watching and views of community activities. Along retail streets, benches should be oriented towards the sidewalk, either facing inwards from the curb, or with the back of the benches against the buildings.

#### PROVIDE ADEQUATE LIGHTING

Lighting features are critical to creating spaces that feel welcoming and safe, and can also be attractive design elements that create warmth and a depth of experience. Currently, areas of Town Center are not well lit, and visitors feel uncomfortable walking, particularly in the winter months when the days are short. Lighting should be carefully chosen to create an atmosphere that suits the aesthetic and functional needs of the specific location within Town Center. In general, light fixtures should be low to the ground (9 feet to 15 feet) to emphasize the pedestrian experience, and should be closely spaced to provide a continuous stream of light, particularly along paths. As much as possible, light bulbs should emit a warm light that minimizes glare for pedestrians. As a district, a consistent lighting style is important for branding Town Center as a unique location.

Landscaping can also incorporate lighting elements, such as integrated sidewalk lights and small white "bee" lights in trees (even outside the holiday season) bringing a twinkling sensation to a

plaza or streetscape. Buildings should have lighting around entrances, and interior retail displays can be lighted, adding vibrancy to commercial streets in the evening. Outdoor eating areas, such as patios, curbside seating, and food cart pods, can incorporate stringed lights overhead to create a warm and intimate environment.

### **PLACEMAKING PROJECTS** IN TOWN CENTER

There are specific interventions identified within the Town Center Plan that will help create a place people want to congregate, work and live throughout the year. Placemaking is important for making Town Center a compelling destination for visitors and residents. Throughout the Town Center planning process, community members emphasized their desire for placemaking elements and programs. They voiced the experiences they want to have in Town Center and ideas for what they think will bring the area to life. The placemaking strategies summarized below come directly from the community.

Placemaking happens at a variety of scales. Many of the elements of the Town Center Plan will take time to implement. Streetscape, bicycle and pedestrian improvements, small plazas and public spaces are all placemaking elements that are incorporated into the Plan's proposed street designs, particularly

#### PHOTOS:

- 1. Cycle track with separation from traffic using bollards.
- Outdoor seating adds interest to the sidewalk and provides dining space.

for Park Place and Courtside Drive (see Appendix D for cross sections). The Development Code (see Appendix A) also includes requirements for plaza spaces and active building frontages.

In the interim, local businesses and landowners can implement low-cost programs to create temporary installations or activities that generate interest in Town Center. Effective placemaking often uses a "ground up" approach, with the City providing support or just allowing it to happen. Often, a local business association leads these types of placemaking interventions although cities can lead placemaking activities when and where appropriate. They can also be led by any active community member or business. Short-term and long-term interventions could include but are not limited to the following strategies. A couple of these projects will need to be City-led but the majority can be

implemented by community partners. The following placemaking strategies incorporate the best practice guidelines described above.

## PM.1 Restripe Park Place and Courtside Drive

During the summer, test various options for future street layout using temporary road tape (similar to what was completed for the Town Center Main Street Popup in August 2018) to accommodate the two-way cycle track (see also Project IN.11 for the complete project description). This may require temporary removal of on-street parking near Town Center Park, but there is adequate right-of-way to add this project without requiring major street changes.

Estimated cost: Approximately \$5,000





## PM.2 Host a Parklet Competition

Parklets are parking spaces that are temporarily or permanently repurposed to provide small seating areas in front of businesses. A parklet competition would be hosted by local businesses where they commit to constructing a parklet for a set amount of time (summer or fall is best). The City's role would be to assist with coordination of the event and provide parameters for parklet size and scale. The City would also require a temporary right-of-way use permit. This can also be business led, potentially through a local business organization or by the Chamber of Commerce, with City support. The City of Renton, WA, has done this successfully in their downtown and the City of Seattle has produced excellent parklet guidance

for their parklet program (temporary and permanent<sup>1</sup>).

**Estimated Cost:** \$5,000-\$10,000 for advertising and staff time (businesses provide materials for and construct their own parklets).

## PM.3 Provide Lunchtime Food Trucks near Town Center Park

Throughout the planning process, community members stressed the need for more food options in Town Center, particularly to serve Clackamas Community College and area businesses. While a permanent food cart pod is desired, in the short term, food trucks could be parked along Courtside Drive adjacent to Town Center Park or in the southern Town Center Park parking lot on a temporary

1 http://www.seattle.gov/Documents/Departments/ SDOT/PublicSpaceManagement/Parklet\_Handbook\_ DIN\_2017.pdf

#### PHOTOS:

- 1. A single food truck that provides quick food options.
- 2. Temporary food cart pods provide more variety and economic development opportunities.
- 3. Gateway elements provide location identity.
- 4. Wayfinding elements help provide directions and brand a district.
- 5. Directional signs can also serve as art installations which reflect the character and identity of a place.





basis to provide more food options. The City would likely need to coordinate this project initially, but in the future, it could be managed by a business organization.

Estimated Cost: \$5,000 for advertising

## PM.4 Repurpose Parking Spaces Adjacent to Courtside Drive for a Semi-Permanent Food Cart Pod

While food carts are temporary in nature, they can quickly transform areas into much more active spaces. The Wilsonville community has also emphasized the importance of providing opportunities for creating new local businesses. Many successful restaurants have started as food carts, moving into brick and mortar locations over time. There are opportunities for small-scale, semi-permanent food cart pods in the south section of the

City-owned Town Center Park parking lot or the northern row of parking in the privately-owned Goodwill parking lot (some low shrubs would likely need to be removed to access the trucks). This location would require the owner to approve and/or partner to attract food carts and manage the development. The benefit of a semipermanent food cart pod is that visitors know it will be at a specific location as opposed to a temporary space where times/locations may be more intermittent and harder to plan a visit to the businesses.

Food carts are a quick win because they require little public capital or infrastructure to start. A built-out food cart pod may take longer to establish as it would be subject to the City's development review and permitting processes and would require infrastructure connections (primarily water



















and electric). Many jurisdictions in the Portland metropolitan area have developed food cart requirements to permit and manage this use. The City of Beaverton has recently developed food cart pods, and as a result, has established a management and permitting system.

**Estimated Cost:** Dependent on infrastructure needs. Typical food cart pods require water and electric to operate. Costs would be the landowner's responsibility.

## PM.5 Implement Citywide Signage and Wayfinding Plan in Town Center

The Citywide Signage and Wayfinding plan is expected to be adopted in early 2019. As it relates to Town Center, wayfinding has been a topic many people have discussed throughout the planning process and will be particularly important as new multimodal connections are completed. Strong wayfinding can also help create a sense of place in Town Center by orienting people to destinations. As noted in Chapter 3 and the proposed Town Center Development Code (see Appendix A), fronting buildings to streets also improves business visibility and the ability to use signage more effectively.

**Estimated Cost:** TBD. Costs are being developed through the signage and wayfinding project.

### PM.6 Create a Programming Plan

Wilsonville residents want a Town Center that is active with year-round events and activities. Developing a programming plan, potentially created by an Arts and Culture committee now being discussed by the City, is a focused way to expand offerings within Town Center, engaging businesses and residents in identifying specific types of events and activities they would like to see. Outcomes would be a list of existing and future events tied to parties responsible for implementation. The City of Burien business organization is an excellent example of a non-profit that partners with the City to program its town center.<sup>2</sup>

Estimated Cost: \$20,000 (for plan)

# PM.7 Establish a Lunchtime Farmers Market in a Highly Visible Area of Town Center

Some businesses and residents suggested that Town Center is a prime location to host a lunchtime farmers market. Farmers

#### PHOTOS:

- 1. Flexible programmable space for lunch time events.
- Pop-ups can provide fun activities throughout the year and are easily interchangeable.
- 3. Chalk art street festival are fun and easy to program.
- 4. Public art creates a sense of place and identity.
- 5. Farmers markets create connections between residents and farmers.
- Festival street designed to be closed for farmers markets and other events.

2 https://www.discoverburien.org/







markets often have city support but are managed by a non-profit organization that coordinates with farmers, raises money, and provides marketing materials. Farmers markets range in size and complexity. The Milwaukie Sunday Farmers Market is an example of a successful market format for smaller communities.<sup>3</sup>

**Estimated Cost:** Dependent on the size and frequency of the market.

## PM.8 Develop Town Center Transit Shelter Adoption Program

Bus stops and shelters on the existing and future Town Center road network provide opportunities to advertise local businesses as well as incorporate art into the stop/shelter. Many communities provide opportunities to sponsor stops or shelters, which can range from the name of a sponsoring business or organization on a bus shelter to more elaborate transit shelters that are designed and constructed specifically for a single district. Downtown Boise has installed several branded stations along some of its busier transit corridors.

#### PHOTOS:

1-3 Cohesive plant palettes, materials, design features and wayfinding elements create a unified district identity (Bell Street/Park in Seattle).

<sup>3</sup> See http://celebratemilwaukie.org,

<sup>4</sup> See Monterey-Salinas Transit https://mst.org/ about-mst/adopt-a-stop

All of these options provide more business visibility, and in the case of branded stops, provide specific identifiers for the district. The City will need to establish review and approval parameters for this type of program. The City should consider the viability of Town Center district-branded stations as part of the Streetscape Design Plan.

Estimated Cost: Dependent on sponsorship level. Costs can range from \$500 for bench sponsorship up to \$30,000 for specialized shelters, dependent on SMART/City approval.

## PM.9 Develop a Streetscape Design Plan

There are a number of new roadway connections recommended in this Plan. There are four subdistricts in Town Center that will develop with different building scales and land uses. A palette of streetscape design features throughout these districts should tie all Town Center roadways together. This palette should be consistent with the community's preferred design types, which reflect a young city and the surrounding environment, including the Willamette River, with a preference for a more modern design and natural materials

such as stone, wood, brick, and glass. The Streetscape Design Plan should capture these sentiments and be developed prior to any major public infrastructure investment and should identify all major design elements of the streetscape, including benches and planters, paving materials, lighting, transit shelters, communications vaults, and landscaping, including street trees. The Streetscape Design Plan should coordinate with the Urban Forestry Management Plan (see Project PM. 10) to identify appropriate species, existing significant trees to protect, and street tree replacement. Low impact development measures should also be incorporated into the Streetscape Design Plan.

Estimated Cost: \$50,000

## PM.10 Implement the Urban Forestry **Management Plan**

While not a project specific to Town Center, the Urban Forestry Management Plan will identify appropriate species for urban areas and significant trees in the community that should be protected. Within Town Center, the Urban Forestry Management Plan should identify trees that should be

protected, if possible, and incorporated into future development plans.

#### **ECONOMIC DEVELOPMENT STRATEGIES**

The following are specific economic development actions and strategies, including funding and organizational strategies. These strategies specifically address needs identified by community members, businesses, and property owners through the planning process. The recommendations include concepts to support existing business and bolster economic activity within the Town Center. These concepts will need to be assessed further to determine the specific approaches that will best serve the Town Center, and an organizational lead—the City, community-based organizations, and/or a local business organization—should be identified for each strategy as soon as possible.

Strategic economic development in Town Center should focus on the organization, marketing and programming of the Town Center. There are several funding strategies and financial tools that could be employed to reduce financial gaps in private development and to help fund key public infrastructure projects. If successful, development projects will help advance the maximum return on initial investment and achieve the Town Center Vision and Goals. The City will need to work with businesses to ensure that the specific needs of

Town Center are represented while not duplicating existing economic development activities.

The City will work with the Wilsonville Chamber of Commerce and other business and service organizations as merited to address the shared interests and concerns of Town Center existing tenants. The objective is to create a strong, compelling Town Center that elevates the competitive advantage of the entire city.

### **Coordination and Advocacy Structure** for Town Center Businesses

Businesses and stakeholders have identified the need to increase visibility and coordination between themselves to increase economic development opportunities. There are a range of programs and activities that can support economic development in Town Center. This type of programming is generally the responsibility of the private sector or a community organization. A private organization can help organize businesses and property owners (and potentially residents) to coordinate economic activities in Town Center. Such an organization could lead many actions, including but not limited to: marketing (developing materials, hosting a website, recruiting tenants,

business recruitment and retention, etc.), political advocacy (speaking with a unified voice regarding land use and policy issues), funding (grant writing, fundraising, etc.), coordinating events, and implementing the placemaking recommendations described in the previous section.

Due to the range of activities to be coordinated, the business organization should secure funding to hire a full-time staff person (executive director, for example) and to support on-going programs. Potential funding sources for the organization include:

- Fees paid for membership to the organization,
- Parking revenue<sup>5</sup> from within the Town Center,
- Business or Economic Improvement District assessments (BID/EID) (see below), and
- Fundraising events, sponsorships, transient lodging taxes, and corporate donations

For example, the City of Oregon City provided seed funding for the first few years during startup of its Downtown Association, so the organization could generate membership and secure long-term funding to support one staff position, gradually transitioning to having the businesses assuming increasingly greater responsibility.

## **ED.2** Business Improvement District or Economic Improvement District

A business improvement district (BID) is a special district where businesses and/or property owners are assessed a fee in order to generate revenue to support marketing, maintenance, security, beautification, and many other non-capital initiatives in the designated BID boundary, such as business retention or local business incubator programs. A BID can generate the funds to support the staffing of an organization charged with implementing these activities<sup>6</sup> (e.g. a Town Center business organization as described above). BIDs are created by a petition of those who will be assessed, so it forms a strong linkage between

<sup>5</sup> This may incentivize business to right-size and manage parking through pricing. The revenues can also be used to fund enforcement, which can be a function of the business district.

<sup>6</sup> The City of McMinnville contracts the McMinnville Downtown Association to administer the funds collected on behalf of the Economic Improvement District (EID). As a 501c(6) non-profit, the association is able to utilize other funding sources to greatly reduce the cost of services to the district.

the services to be provided and the needs of those who will pay. An economic improvement district (EID) assesses commercial property owners instead of business owners. Both are flexible in the scale and formula for assessing fees (such as on business type, or parcel or building size). Either a BID or an EID could be appropriate in Town Center (but not both), depending on the cooperation and openness to the idea from either business owners or property owners.<sup>7</sup>

If a BID or EID is coupled with a tax-increment financing (TIF) district—or some other revenue generating mechanism, such as a special assessment or fee district—there are often opportunities to capture the value of redevelopment and increases in land value within the Town Center. In these districts, some of the funds generated could also be directed to funding activities within the BID. These funds may also be used for transportation purposes. Often, a transportation-oriented BID is established to serve as a Transportation Management Association

(TMA). TMAs are public/private partnerships formed so that employers, developers, building owners, and government entities can work collectively to establish policies, programs, and services to address local transportation issues and foster economic development.

## **ED.3** Consider the Feasibility of the Oregon Main Street Program

The Oregon Main Street Program works with communities to develop comprehensive, incremental redevelopment strategies based on a community's unique assets, character, and heritage. The Main Street program is known for connecting business and property owners with residents and elected leaders, and creating organizations that take action on issues such as marketing and promotion, district maintenance, events, and other issues, something many community members have expressed interest in for Town Center, Local Main Street organizations can be very effective partners - with cities - to implement Town Center visions. The program offers technical assistance and training, and participants have direct access to grants to fund various

<sup>7</sup> An EID is often an easier structure to put into place because there are usually fewer property owners than business owners and it is often difficult to track down business ownership information.

projects.8 Many of Oregon's downtown or town center associations are also enrolled in the Main Street Program. Examples in the region include the Hillsboro Downtown Partnership, the Newberg Downtown Coalition, the McMinnville Downtown Association, and Main Street Oregon City. The organizations tend to be made up of local business owners and residents and focus on day-to-day, incremental improvements, while city government focuses on larger and longer-term projects, including major capital projects. If an organization emerges to support Town Center businesses, this group should engage the City and the Oregon Main Street Program in the early stages of its creation in order to identify critical eligibility components of the organization and to assess the viability of the Oregon Main

Clackamas County also has a Main Street program that assists local jurisdictions in visualizing future development, which could be used for the Town Center promenade or main street. Street Program designation for the future main street in Town Center.

## ED.4 Business Retention and Location Assistance

Throughout the planning process, community members emphasized the importance of programs focused on business retention and providing location assistance for prospective tenants or relocation support to existing businesses needing to find new spaces due to redevelopment in Town Center. Both the Business Improvement District and Main Street Program have the potential to provide these services. Organizations and programs such as these can also help businesses in the Town Center with programming and marketing. The City may also look to implement a program that focuses on building social capital and furthering equity initiatives, similar to Prosper Portland's Affordable Commercial Tenanting Program, which provides affordable commercial spaces in the Lents Town Center. The program seeks to assist underrepresented businesses, preserve the vitality of small businesses, provide business development opportunities that in turn offer needed goods and services to the

<sup>8</sup> The Oregon Main Street Revitalization Grant Program received \$5 million included in a lottery bond bill (SB 5530) during the 2017 legislative session. These funds will be available to Oregon Main Street Network organizations in the spring of 2019 to fund building projects that encourage economic revitalization.

community, and advance the agency's goal to build an equitable economy. Prosper Portland has implemented the program in buildings they own but has also incentivized developers to provide below-market rents via some financial incentives and development agreements on land Prosper Portland owns

This program has been 20 years in the making and required Prosper Portland to create an urban renewal district, purchase property, fund and build buildings, and invest significant resources. Wilsonville may take similar actions and invest its resources to get a similar product to Lents. Lower cost actions may include implementing a Facade Improvement and Development Opportunity Study (DOS) program as described below.

## ED.5 Development Opportunity Study (DOS) Program

A DOS is typically a municipal program used to assist property owners in evaluating redevelopment potential on their existing properties by providing technical assistance to evaluate development options.

Assistance can include market analyses, design studies, infrastructure analysis,

and financial analysis. This program will generate interest from property owners in the Town Center in evaluating development. The goal of each study is to quickly test the feasibility of redevelopment before property owners have to take more extensive and expensive steps such as hiring an architect and generating architectural renderings, conducting traffic impact and environmental studies, and paying any early project fees, as well as the general time and expense associated with establishing the feasibility of a potential project. The time frame for completing a DOS for a specific property should be a matter of weeks.

Many property owners are not developers themselves and lack the expertise to evaluate possible redevelopment options. Technical assistance can help owners determine whether redevelopment is feasible and under what conditions. These preliminary analyses serve several purposes. First, they give initial confidence to owners that it is worthwhile to pursue further predevelopment activities. Second, they help generate interest in development by illustrating redevelopment concepts, documenting market information, and

introducing potential developers to property owners. Finally, the site studies can inform other Town Center project actions such as streetscape or infrastructure improvements by establishing which areas of the Town Center carry the greatest opportunity for investment from a private perspective. Public improvements can then be more appropriately phased, targeting areas where investment is expected earlier.

### **ED.6** Public-Private Partnerships (PPPs)

Wilsonville may enter into PPPs with property owners open to redevelopment in the Town Center in order to bring about private investment and development that helps to achieve the Town Center Vision (e.g. adding ground floor commercial space with frontages that open onto sidewalks, and mixed-use development).

These property owners might include ROIC or Fry's Electronics. The City's role could include working with property owners to define a vision for the properties, undertaking land acquisition, developing parking, constructing infrastructure and roads, assisting with streetscape improvements, or conducting planning or studies on the site. Such incentives

should only be offered to the extent they are likely to be matched by private efforts and investments. The exact city role will ultimately be dependent on the specific vision or plan for the property. In return, the City may ask or require that property owners and developers build projects that provide community benefits that have been identified in the Town Center Plan, such as Main Street mixed-use buildings, open space, or affordable housing. Investment in Town Center will begin to fulfill the vision of the Plan and generate property tax revenue and impact fee revenue as well as increase property values. If established in this area, this value increase can be captured through TIF or another funding mechanism to be reinvested in the Town Center.

## ED.7 Urban Renewal Feasibility Study and Plan

As the City closes existing Urban Renewal Areas, its Urban Renewal Board should conduct a feasibility study to determine whether and how Urban Renewal can be implemented in the Town Center. Some of the considerations for the feasibility study include working with other jurisdictions and taxing districts to attain approval, estimating future investment in the district



and district debt capacity. The Board should also consider both site-specific TIF Zones and Urban Renewal Areas during the feasibility study. If the Board approves the creation of a district, the Town Center should be established as a priority area where expenditures can be focused in concentrated bursts in order to leverage private investment, create a stronger visual impact, and generate more market momentum. Although urban renewal expenditures can be made anywhere within a district, if they are not focused and deliberate, it is possible to dilute the impact of urban renewal by spreading resources too thinly across a wide area.

## **ED.8** Local Improvement District (LID)

LIDs are special districts where private property owners pay an assessment to finance shared capital infrastructure projects such as utilities or streetscapes which benefit a specifically-identified district. LIDs enable the public and private sectors to share the cost of needed infrastructure and to finance it over long-term bond repayments with low interest rates, rather than paying up front. Thus, they could be used to build out various streets and other capital

#### РНОТО:

1. Programs that offer tax exemptions for mixed-use buildings with vertical housing have been successful in incentivizing development. improvements described in the Plan. LIDs must be supported by local property owners through an official vote since they are partially or wholly supported by an additional tax assessment within the directly affected area.

In the context of Town Center, infrastructure improvements that could be paid for by a LID and that would benefit surrounding property owners could include streetscape improvements, new street construction, lighting, parks and open space improvements, and other capital projects where property owners paying the LID assessment would benefit from increased property values and redevelopment opportunities. LIDs are most frequently used in new development areas where no infrastructure exists, although there are examples where it has been used in a downtown setting (Portland's transit mall and the Portland Streetcar are two examples). The Town Center Loop was initially constructed in part because of a LID.

## **ED.9** Infrastructure Finance Study

This study would help the City determine how public projects—such as infrastructure

investments—would be funded and what tools or incentives could or should be implemented. In-depth studies are important since some tools and incentives can be counterproductive in locations with weaker market conditions. Potential tools to study include TIF, a LID, federal programs such as the Clean Water State Revolving Fund (CWSRF) Program, municipal bonds, and supplemental fees, which are one-time fees payable to the city for new development and would create revenue which could be used for various infrastructure projects specifically within Town Center.

# ED.10 Vertical Housing Development Zone (VHDZ)

This program would offer a financial incentive to stimulate targeted construction of vertical mixed-use buildings in the Wilsonville Town Center by offering property tax exemptions to developers. The tax exemption is typically 20 percent per equalized floor of residential use (up to 80 percent) for up to 10 years for eligible projects. An additional property tax exemption on the land may be given if some or all of the residential housing is for low-income persons (80 percent of area

median income or below). Often, eligibility includes projects that offer one or more "public benefits." Successful programs in Oregon include Salem's Multi Unit Housing Tax Incentive Program (MUHTIP) and Portland's Multiple-Unit Limited Tax Exemption (MULTE) Program. This program was modeled in the Development Feasibility Analysis conducted for the Town Center, which demonstrated its positive impact on project feasibility for mixed-use housing projects (see Appendix C).

## **ED.11** Multiple-Unit Limited Tax **Exemption Program (HB 2377)**

In addition to the Vertical Housing Development Zone, the State passed House Bill 2377 in 2017. This legislation authorizes cities and counties to adopt an ordinance granting a property tax exemption to newly rehabilitated or constructed qualified multi-unit rental housing which is affordable to households at 120 percent of area median income or less. The bill allows a full (100 percent) property tax exemption for up to 10 consecutive years. Therefore, HB 2377 enables cities to offer greater tax abatement incentives to affordable housing projects.

## **ED.12** Opportunity Zones and **Opportunity Funds**

The Town Center is located within a designated Opportunity Zone. The Opportunity Zone Program was established by Congress in the Tax Cuts and Jobs Act of 2017, with designations made in 2018 and offer investors a frictionless way to reinvest capital gains into qualified low-income census tracts in exchange for a graduated series of incentives tied to long-term holdings. It is specifically designed to channel more equity capital into overlooked markets. EIG, a public policy organization, estimates that the program offers long-term investors a 3.0 percent higher rate of return annualized after taxes than a comparable investment outside the program. This is statistically significant and would most likely be the difference between a project being feasible and not feasible in the Wilsonville Town Center.

The City will need investors to invest in an Opportunity Fund. Many cities are taking proactive steps to let investors know about potential investment opportunities. Specifically, the City can:

#### PHOTOS:

- 1. Smart buses and shuttles at the Wilsonville Transit Center.
- 2. Prominent bike parking makes non-auto options more visible.

- Design and market an "Investment Prospectus" to showcase the assets and projects in a city's Opportunity Zones.
- Convene community and business leaders to develop strategic plans that couple public priorities with the private investment.
- Create a City opportunity fund in partnership with existing national or local financial institutions<sup>9</sup>.
- Identify a point person or agency to play a coordinating/support role to connect investors and local needs.

## **ED.13** Other Grant and Tax Credit Programs

There are other grant and loan programs available at the regional (Metro), state, and federal levels. These include Metro's Nature in Neighborhoods, Transit Oriented Development (TOD), Placemaking Grants and Regional Travel Options programs and the federal Community Development Block Grants (CDBG), as well as any future one-time stimulus programs initiated by the federal government. Availability of these grants and programs varies.





<sup>9</sup> see www.thenewlocalism.com/newsletter/how-citiesmaximize-opportunity-zones, which describes how cities can use this funding opportunity.

#### TRANSIT INVESTMENTS

The Wilsonville community voiced their desire for expanded and more frequent transit service in and to Town Center. Public transportation provides access to commerce, employment, and other key destinations and is an important multimodal element to ensure that everyone can move freely while also reducing traffic congestion and air pollution. Transit can also play a large role in economic vitality by providing access to services and businesses in Town Center. Transit also creates an environment that allows for random encounters and active lifestyles that is important for achieving the vision for Town Center as the hub and heart of Wilsonville, which is a compelling, vibrant, and active place for people to gather.

South Metro Area Regional Transit (SMART) provides transit service in Wilsonville. SMART service is free for trips within Wilsonville and also

provides access to important intercity commuter destinations such as Salem and Tualatin. SMART is continuously looking for opportunities to serve transit users and has recently updated its Transit Master Plan (2017), which provides strategic direction for the future of the transit system. This section summarizes the relevant implementation measures contained in the 2017 Transit Master Plan.

The Town Center Vision and Goals call for an array of transportation options to, from, and within Town Center that augment one another to provide a complete transportation system. This is also a critical goal for SMART because every rider is also a pedestrian or cyclist before and after they ride the bus. For SMART, transportation options should encourage residents of Wilsonville to access services in Town Center; residents of Town Center to commute outside of Town Center; employees of





Town Center a commute option; and visitors from outside of Wilsonville to easily access Town Center.

The following transit strategies and investments, in combination with other actions outlined in the City's 2017 Transit Master Plan, should be implemented to achieve these goals and support the viability of the future Town Center.

#### **Implement Regulatory Actions TR.1** and Infrastructure Investments

A key component of successful public transportation systems are the land use development decisions that shape the environment in which transit functions. SMART supports Metro's 2018 Regional Transportation Plan, which identifies land use development that is friendly to multimodal transportation options and contains the following design elements and characteristics: high density, small blocks, grid system, mixed-use, wide sidewalks, slow moving traffic, well-marked intersections, bicycle parking, buildings and entrances fronting the street, and limited and fee-based parking. With the redevelopment of Town Center, opportunities to infuse transportationfriendly land use designs through the regulatory actions and infrastructure

investments outlined in the Plan can help create a space where people, not cars, are prioritized and transit options thrive. All of these guidelines are incorporated into the new Town Center Development Code Amendments (Appendix A).

#### **TR.2 Improve Transit Connections**

Transit service was discussed early on in the public engagement process. Many people said they want to take transit, but headways and limited evening and/or weekend service make it difficult to get where they need to be at the right time. Also, the lack of adequate lighting and direct pedestrian connections to the stations in some places make people feel unsafe walking to the bus. Improvements recommended in the Town Center Plan and the 2017 Transit Master Plan are addressing many of these concerns by improving the multi-modal network and:

- Supporting bike infrastructure such as covered bike-parking, repair stations, and docked bike share near transit stops;
- Positioning bus stops at popular destinations to reduce last mile travel;
- Considering the possibility of allowing bus access (or another viable transit connection) over the future I-5 bike/

## PHOTOS:

- 1. Bicycle hub for repair services, rentals and secure parking.
- 2. Small scale, self-driving shuttles are already being used in some areas.

- pedestrian bridge to connect to the Wilsonville Transit Center: and
- Working with private companies such as Via, Scoop, Lime, Uber, and Lyft to promote carpool, e-scooters, etc. when public transit is not an option.

## **Transit Infrastructure Unique** to Town Center

The 2017 Transit Master Plan will support the Town Center Vision as a place that is compelling, unique to Wilsonville and a hub of activity. SMART is a local transit agency that can be flexible and nimble and will consider the feasibility of and invest in unique transit infrastructure for Town Center, including:

- Visually unique vehicles such as a trolley or small, 8-12 person shuttle for transit service;
- New technologies such as autonomous and/or electric vehicles;
- Branded transit shelters (see project PM-8);
- Differentiating public transit lanes from other traffic with painted color or symbols; and,

 Vehicles with internal layout designs that support families sitting as a group and have an open feel so that Town Center destinations are visible.

#### Increase Transit Service Over Time **TR.4**

Providing a robust level of service to make transit use more convenient is important for achieving the Town Center Vision. As development occurs in Town Center, SMART will evaluate service changes that could include the following service provisions:

- Higher service frequencies so wait times for the bus are minimal:
- Coordinating transit connections for faster transfers;
- Identifying activity centers and have higher levels of service in those locations;
- Ensuring bus access during large community events in Town Center;
- Working with other City staff to identify and construct a centralized bus hub;
- Providing circulators that shuttle people around Town Center; and
- Exploring enhanced transit corridor designs such as transit signal priority.

#### **TR.5 Improve Transit Accessibility**

Wilsonville residents voiced concerns that today's transit service is not easily accessible because of the lack of pedestrian connections. The Town Center Plan addresses this concern through an extensive package of multimodal improvements as well as recommendations for additional lighting and bus shelter adoption programs (see Project PM.8). To improve accessibility and ease of use, SMART will work with other City departments to complete the following:

- Coordinate with the citywide wayfinding program to post wayfinding signage to bus stops and centers;
- Install real-time arrival displays, live bus tracking, and information kiosks to make transit information easily accessible;
- Ensure ADA accessibility with proper curb cuts and ample sidewalk space with transit stops;
- Provide safe transit amenities such as all-weather shelters that are well lit; and
- Maintain a fare free system so money is not a barrier to transit use.

SMART is an integral component of a comprehensive multimodal system in Town

Center. As Town Center develops over time with more residents and employees, efficient and frequent transit service coupled with pedestrian and bicycle amenities that make it safe and easy for people to access the transit system will create an environment where not relying on a car to get around is a viable option.

## ACRONYMS, DEFINITIONS, AND POTENTIAL FUNDING SOURCES

| ACRONYM/SYMBOL/TITLE | DEFINITION/FUNDING SOURCE (IF APPLICABLE) |
|----------------------|---|
| BID                  | Business Improvement District             |
| CDBG                 | Community Development Block Grant         |
| CIP                  | Capital Improvement Program               |
| K                    | Thousands (dollars)                       |
| LID                  | Local Improvement District                |
| М                    | Millions (dollars)                        |
| N/A                  | Not Applicable                            |
| TBD                  | To Be Determined                          |
| TGM                  | Transportation Growth Management          |
| SDCs                 | Systems Development Charges               |
| SMART                | South Metro Area Transit                  |
| SF                   | Supplemental Fees                         |
| PRIVATE              | Private Development/Funding               |
| TIF                  | Tax Increment Financing                   |
| MEMBERSHIP           | Membership Dues to an Organization        |

| ACTION<br>NUMBER | SUMMARY  | ESTIMATED<br>COST                          | SHORT<br>(1-5<br>YRS.) | MED.<br>(6-10<br>YRS.) | LONG<br>(11-20<br>YRS.) | PRIMARY<br>RESPONSIBILITY/<br>PARTNERS       | POTENTIAL FUNDING SOURCES                    |
|------------------|--|--|------------------------|------------------------|-------------------------|--|--|
| REGULAT          | TORY ACTIONS   |  |                        |                        |                         |  |  |
| RA.1             | Amend the Wilsonville Comprehensive Plan within the Town Center Plan boundary to Town Center, a new Comprehensive Plan designation.                          | N/A  | X                      |                        |                         | City   | City   |
| RA.2             | Amend the Wilsonville Development Code to include a new Town Center (TC) Zoning District with new Site and Building Design Standards.                        | N/A  | Х                      |                        |                         | City   | City   |
| RA.3             | Modify parking requirements within Town Center, including parking ratios and location.   | N/A  | Х                      |                        |                         | City   | City   |
| RA.4             | Amend Covenants, Conditions, and Restrictions (CCRs) to address inconsistencies with the recommendations in the Town Center Plan.                            | N/A  | Х                      |                        |                         | Private/City                                 | City   |
| RA.5             | Update the City of Wilsonville Transportation System Plan (TSP), Capital Improvement Plans, and Parks and Recreation Master Plan to incorporate new projects | N/A  | Х                      |                        |                         | City   | City   |
| INFRAST          | RUCTURE INVESTMENTS  |  |                        |                        |                         |  |  |
| IN.1             | I-5 Bike/Pedestrian Bridge and Gateway   | \$10.8m<br>(bridge)<br>\$1.5m<br>(gateway) | X                      | X                      |                         | City/ ODOT<br>(bridge)/ Private<br>(gateway) | LID, SDCs, SF, City,<br>TIF, Private, Grants |
| IN.2             | Park Place Redesign (Town Center Loop to northern edge of Town Center Park)  | \$4.4m                                     |                        | Χ                      |                         | City/Private                                 | LID, SDCs, SF, TIF,<br>Private               |
| IN.3             | Park Place Redesign (Town Center<br>Park to Courtside Drive)   | \$3.7m                                     | X                      | Χ                      |                         | City/Private                                 | LID, SDCs, SF, TIF,<br>Private               |

TABLE 5.1 CONT. IMPLEMENTATION MATRIX

| ACTION<br>NUMBER | SUMMARY  | ESTIMATED<br>COST | SHORT<br>(1-5<br>YRS.) | MED.<br>(6-10<br>YRS.) | LONG<br>(11-20<br>YRS.) | PRIMARY<br>RESPONSIBILITY/<br>PARTNERS | POTENTIAL<br>FUNDING SOURCES   |
|------------------|--|-------------------|------------------------|------------------------|-------------------------|--|--------------------------------|
| INFRAST          | RUCTURE INVESTMENTS CONT.  |                   |                        |                        |                         | '                                      | •                              |
| IN.4             | Park Place Extension (Courtside<br>Drive to Wilsonville Road)                | \$6.3m            | X                      | X                      |                         | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
| IN.5             | Courtside Drive Improvements (Park Place to Town<br>Center Loop E)           | \$7.9m            |                        | X                      | X                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
|                  | Courtside Drive CYCLE TRACK ONLY (Park Place to Town Center Loop E)          | \$78k             | X                      |                        |                         | City                                   | LID, SDCs, SF, TIF             |
| IN.6             | Courtside Drive Extension (Park Place East to Town<br>Center Loop W)         | \$6.6m            |                        | X                      | X                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
| IN.7             | Wilsonville Road Intersection Modifications (occurs after IN.4)              | \$1.8m            |                        | Х                      | X                       | City/ODOT/<br>Private                  | LID, SDCs, SF, TIF,<br>Private |
| IN.8             | Town Center Loop W Modifications   | \$207k            |                        | Х                      | Х                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
| IN.9             | Local Road Network   | N/A               | Х                      | Х                      | Х                       | Private/City                           | Private                        |
| IN.10            | Park Place Promenade Redesign  | \$2.4m            |                        | X                      | X                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
| IN.11            | Two-way cycle tracks– Segment 1: Bike/Pedestrian Bridge to Town Center Park) | \$75k             | X                      | X                      |                         | City                                   | LID, SDCs, SF, TIF             |
|                  | Segment 3: Town Center Park to Town Center Loop E (Courtside Drive Segment). | \$78k             | Х                      | Х                      |                         | City                                   | LID, SDCs, SF, TIF             |
|                  | Segment 4: Town Center Loop E to Wilsonville Rd)                             | \$51k             | Х                      | Х                      |                         | City                                   | LID, SDCs, SF, TIF             |
| IN.12            | Promenade  | \$1.8m            |                        | X                      |                         | Private/City                           | Private, LID, SDCs,<br>SF, TIF |
| IN.13            | Town Center Skatepark  | \$800k            |                        | X                      |                         | City                                   | LID, SDCs, SF, TIF             |

| ACTION<br>NUMBER | SUMMARY  | ESTIMATED<br>COST | SHORT<br>(1-5<br>YRS.) | MED.<br>(6-10<br>YRS.) | LONG<br>(11-20<br>YRS.) | PRIMARY<br>RESPONSIBILITY/<br>PARTNERS | POTENTIAL<br>FUNDING SOURCES   |
|------------------|--|-------------------|------------------------|------------------------|-------------------------|--|--------------------------------|
| INFRAST          | RUCTURE INVESTMENTS CONT.  |                   |                        |                        |                         | <u> </u>                               | <b>'</b>                       |
| IN.14            | Domestic Water Improvement Costs   | \$11.2m           | X                      | X                      | X                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
|                  | Sanitary Sewer Improvement Costs   | \$10m             | X                      | X                      | X                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
|                  | Storm Water Sewer Improvements Costs   | \$26.2m           | X                      | Х                      | Х                       | City/Private                           | LID, SDCs, SF, TIF,<br>Private |
| PARKING          | STRATEGIES   |                   |                        |                        |                         |  |                                |
| PA.1             | Develop a Town Center Parking Management Plan  | \$50k             |                        | X                      |                         | City/Private                           | City, TGM                      |
| PA.2             | Parking Reductions for Specific Types of Projects  | N/A               | X                      | X                      | Х                       | City                                   | City                           |
| PA.3             | Encourage Off-site Parking   | N/A               |                        | Х                      |                         | City/Private                           | City, Private                  |
| PA.4             | Unbundle Parking   | N/A               | X                      | Х                      | Х                       | City/Private                           | City, Private                  |
| PA.5             | Managing On-Street Parking Supply  | TBD               |                        | Х                      | Х                       | City/Private                           | City, Private                  |
| PA.6             | Centralized, Structured Parking  | \$8m-\$10m        |                        | X                      | X                       | Private/City                           | Private, TIF, SDCs,<br>LID, SF |
| PLACE M          | AKING STRATEGIES   |                   |                        |                        |                         |  |                                |
| PM.1             | Restripe Park Place and Courtside Drive (priority)   | \$5k              | X                      |                        |                         | City                                   | City                           |
| PM.2             | Host a Parklet Competition   | \$5k-\$10k        | Х                      |                        |                         | City/Private                           | BID, City, Private             |
| PM.3             | Provide lunchtime food trucks near Town Center Park (priority)                             | \$5k              | X                      |                        |                         | BID/City                               | BID, City                      |
| PM.4             | Repurpose Parking Spaces Adjacent to Courtside<br>Drive for a semi-permanent Food Cart Pod | TBD               | X                      | Х                      |                         | Private/City                           | Private party                  |
| PM.5             | Implement Citywide Signage and Wayfinding Plan in Town Center                              | TBD               | X                      | X                      | X                       | City                                   | City, BID                      |

TABLE 5.1 CONT. IMPLEMENTATION MATRIX

| ACTION<br>NUMBER | SUMMARY  | ESTIMATED<br>COST     | SHORT<br>(1-5<br>YRS.) | MED.<br>(6-10<br>YRS.) | LONG<br>(11-20<br>YRS.) | PRIMARY<br>RESPONSIBILITY/<br>PARTNERS     | POTENTIAL<br>FUNDING SOURCES           |
|------------------|--|-----------------------|------------------------|------------------------|-------------------------|--|--|
| PLACE N          | IAKING STRATEGIES CONT.  |                       |                        |                        |                         |  |  |
| PM.6             | Create a Programming Plan  | \$20k                 |                        | X                      |                         | BID/City                                   | BID, City                              |
| PM.7             | Establish a lunchtime farmers market in highly visible areas of Town Center            | TBD                   |                        | X                      |                         | BID/Farmers<br>market<br>organization/City | BID, City                              |
| PM.8             | Develop Town Center Transit Shelter Adoption Program                                   | TBD                   |                        | X                      | X                       | City/BID                                   | BID, SMART                             |
| PM.9             | Develop a Streetscape Design Plan (priority)   | \$50k                 | Х                      |                        |                         | City                                       | City, TGM                              |
| PM.10            | Implement the Urban Forestry Management Plan   | TBD                   | Х                      |                        |                         | City                                       | City                                   |
| ECONON           | MIC DEVELOPMENT STRATEGIES   |                       |                        |                        |                         |  |  |
| ED.1             | Coordination and Advocacy Structure to Promote Town Center Businesses                  | N/A                   | X                      | X                      | X                       | BID/City/<br>Chamber/ Private              | Membership, BID,<br>Parking fees, City |
| ED.2             | Consider establishing a Business Improvement District or Economic Improvement District | TBD                   | X                      | Х                      |                         | BID/City                                   | Membership, BID,<br>TIF, City          |
| ED.3             | Consider the feasibility of the Oregon Main Street<br>Program                          | TBD                   |                        | Х                      |                         | BID/City/Oregon<br>Main Street             | BID, Grants,<br>Membership, City       |
| ED.4             | Business Retention and Location Assistance   | TBD                   |                        | Х                      |                         | City/Private                               | BID, TIF, Private                      |
| ED.5             | Development Opportunity Study Program  | \$10-20k<br>per study | Х                      | X                      | X                       | City/Private                               | City, Private                          |
| ED.6             | Form Public-Private Partnerships (PPPs) to Catalyze Development                        | TBD                   | Х                      | X                      | X                       | City/Private                               | City, Private                          |
| ED.7             | Conduct an Urban Renewal Feasibility Study and Plan                                    | \$35k                 |                        | Х                      |                         | City                                       | City                                   |

| ACTION<br>NUMBER | SUMMARY   | ESTIMATED<br>COST | SHORT<br>(1-5<br>YRS.) | MED.<br>(6-10<br>YRS.) | LONG<br>(11-20<br>YRS.) | PRIMARY<br>RESPONSIBILITY/<br>PARTNERS | POTENTIAL<br>FUNDING SOURCES               |  |  |
|------------------|---|-------------------|------------------------|------------------------|-------------------------|--|--|--|--|
| ECONOM           | ECONOMIC DEVELOPMENT STRATEGIES CONT.                         |                   |                        |                        |                         |  |  |  |  |
| ED.8             | Facilitate the Creation of a Local Improvement District (LID) | TBD               |                        | Χ                      |                         | City/Private                           | City, Tax<br>assessments                   |  |  |
| ED.9             | Conduct a Development Finance Study                           | \$30k             | Х                      |                        |                         | City                                   | City                                       |  |  |
| ED.10            | Consider adopting a Vertical Housing Development Zone (VHDZ)  | N/A               | X                      | Х                      | X                       | City                                   | City                                       |  |  |
| ED.11            | Multiple Unit Limited Tax Exemption Program                   | N/A               | Х                      | X                      | Х                       | City                                   | City                                       |  |  |
| ED.12            | Opportunity Zones and Opportunity Funds (OZ)                  | TBD               |                        | X                      |                         | City/Private                           | Private                                    |  |  |
| ED.13            | Other Grant and Tax Credit Programs                           | N/A               | Х                      | X                      | X                       | Private/City                           | Non-profits,<br>foundations,<br>government |  |  |
| TRANSIT          | INVESTMENTS   |                   |                        |                        |                         |  |  |  |  |
| TR.1             | Implement Regulatory Actions and Infrastructure Investments   | TBD               | X                      | X                      | X                       | City                                   | SMART                                      |  |  |
| TR.2             | Improve Transit Connections                                   | TBD               | Х                      | X                      | Х                       | City/Private                           | SMART, Private                             |  |  |
| TR.3             | Transit Infrastructure Unique to Town Center                  | TBD               |                        | X                      | X                       | City/Private                           | SMART, Private                             |  |  |
| TR.4             | Increase Transit Service Over Time                            | TBD               | Х                      | X                      | X                       | City                                   | SMART                                      |  |  |
| TR.5             | Improve Transit Accessibility                                 | TBD               | X                      | X                      | X                       | City/Private                           | SMART, Private                             |  |  |

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