



**Development Review Board
Panel A Meeting
January 10, 2022
6:30 pm**

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

- Board members are participating virtually, via Zoom videoconferencing
- Anyone experiencing fever or flu-like symptoms should not attend
- Council Chambers capacity is limited to 25 people and social distancing guidelines will be enforced

To Provide Public Comment

- 1) E-mail Shelley White at swhite@ci.wilsonville.or.us for Zoom login information
- 2) E-mail testimony regarding Resolution No. 398 (Holiday Inn Fence Appeal) to Philip Bradford, Associate Planner at pbradford@ci.wilsonville.or.us by 2 pm on January 10, 2022.
- 3) In-person testimony is discouraged, but can be accommodated. Please contact Dan Pauly at pauly@ci.wilsonville.or.us by phone at 503-682-4960 for information on current safety protocols.



**Wilsonville City Hall
Development Review Board Panel A**

Monday, January 10, 2022 - 6:30 P.M.

- I. Call to order:
- II. Chairman's Remarks:
- III. Roll Call:

Daniel McKay	Jean Svadlenka
Kathryn Neil	Ben Yacob
Rachelle Barrett	
- IV. Citizens' Input:
- V. Election of 2021 Chair and Vice-Chair:
 - A. Chair
 - B. Vice-Chair
- V. Consent Agenda:
 - A. Approval of minutes of the November 8, 2021 DRB Panel A meeting
- VI. Public Hearings:
 - A. **Resolution No. 398. Holiday Inn Fence Appeal: D. Michael Mills Lawyer PC – Representative for Garry LaPoint, LaPoint Business Group – Appellant.** The appellant has filed an appeal of an administrative decision rendered in Case File AR21-0048 which approves construction of a fence at 25425 SW 95th Avenue. The site is located on Tax Lot 800, Section 2CA, T3S-R1W; Washington County; Wilsonville, Oregon. Staff: Philip Bradford

Case Files: DB21-0081
- VII. Board Member Communications:
 - A. Results of the November 22, 2021 DRB Panel B meeting
 - B. Recent City Council Action Minutes

VIII. Staff Communications:

IX. Adjournment

Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting. The City will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting.

- Qualified sign language interpreters for persons with speech or hearing impairments.
- Qualified bilingual interpreters.
- To obtain such services, please call the Planning Assistant at 503 682-4960

DEVELOPMENT REVIEW BOARD MEETING
JANUARY 10, 2022
6:30 PM

- V. Consent Agenda:
 - A. Approval of minutes of November 8, 2021 DRB
Panel A meeting

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

**Development Review Board – Panel A
Minutes– November 8, 2021 6:30 PM**

I. Call to Order

Chair Daniel McKay called the meeting to order at 6:30 p.m.

II. Chair’s Remarks

The Conduct of Hearing and Statement of Public Notice were read into the record.

III. Roll Call

Present for roll call were: Daniel McKay, Jean Svadlenka, Kathryn Neil, Ben Yacob, Rachelle Barrett

Staff present: Kimberly Rybold, Barbara Jacobson, Miranda Bateschell Cindy Luxhoj, and Shelley White

IV. Citizens’ Input This is an opportunity for visitors to address the Development Review Board on items not on the agenda. There were no comments.

V. Consent Agenda:

A. Approval of minutes of October 11, 2021 DRB Panel A meeting

Shelley White clarified that the October 11 2021 minutes were not part of the packet, but were emailed to the Board members and were available on the City’s website.

Jean Svadlenka moved to approve the October 11, 2021 DRB Panel A minutes as presented. Kathryn Neil seconded the motion, which passed unanimously.

VI. Public Hearing

A. **Resolution No. 396. Meridian United Church of Christ (Frog Pond Church): Ben Altman, Pacific Community Design Inc. – Representative for Meridian United Church of Christ – Owner/Applicant.** The applicant is requesting approval of a Zone Map Amendment from Residential Agricultural-Holding (RA-H) to Planned Development Residential – 4 (PDR-4), and adopting findings and conditions approving a Stage I Master Plan, Stage II Final Plan, Tentative Partition Plat, and Setback Waiver for Meridian United Church of Christ (Frog Pond Church). The subject site is located at 6750 SW Boeckman Road on Tax Lot 5500, Section 13AA, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Staff: Cindy Luxhoj

Case Files: DB21-0029 Zone Map Amendment
DB21-0030 Stage I Master Plan

DB21-0031	Stage II Final Plan
DB21-0032	Tentative Partition Plat
DB21-0033	Waiver – Setback/Zero Lot Line

The DRB action on the Zone Map Amendment is a recommendation to the City Council.

Chair McKay called the public hearing to order at 6:36 p.m. and read the conduct of hearing format into the record. Chair McKay, Rachele Barrett, Jean Svadlenka and Ben Yacob declared for the record that they had visited the site. No board member, however, declared a conflict of interest, bias, or conclusion from a site visit. No board member participation was challenged by any member of the audience.

Ben Yacob declared that he knew Rich Truitt, adding they both served on a HOA Board, but had not discussed the application. He did not realize Mr. Truitt was involved with the project until he read the correspondences. He confirmed he could remain neutral and impartial.

Cindy Luxhoj, Associate Planner, announced that the criteria applicable to the application were stated starting on page 2 of the Staff report, which was entered into the record. Copies of the report were made available to the side of the room and on the City's website.

The following exhibits were entered into the record:

- Exhibit B4 Applicant e-mail regarding communication with Landover Homeowners Association
- Exhibit B5 Applicant response to Condition of Approval PFA 6 regarding sizing of the stormwater facility in Tract A
- Exhibit B6 Applicant response to Condition of Approval PFA 2 regarding sewer design and construction
- Exhibit D4 Retraction of public comments by Marcia Hubel included in the record as Exhibit D2

Ms. Luxhoj presented the Staff report via PowerPoint, briefly reviewing the site's location, which was surrounded by residential land uses, with these key comments:

- The subject property was owned by Meridian United Church of Christ (UCC). The church was anchored by the historic chapel, commonly known as Frog Pond Church, the northernmost building on the site. Over the years additions to the historic structure included, Samaritan House, Koinonia Addition, and the new Sanctuary. The Meridian UCC proposed to partition the property in order to sell the unused southern part of the site for residential development and to potentially sell the new sanctuary in the future.
- Proper noticing was followed for the subject application. Three comments were received during the public comment period and were included as Exhibits D1 through D3 to the Staff report. Comments expressed concern about premature/changing boundaries of the proposed parcels and configuration of Parcel 2; maintenance of the drive aisle shared among the three parcels and the overall site; possible change in ownership of the existing

building, sufficient parking for the church; changing State guidelines related to middle housing and their effect on possible residential development on the site; characteristics of homes that might be developed on Parcel 2; and whether proposed Tract A would remain a stormwater facility and landscaped parking area under church ownership, and as such, be undevelopable for home sites, thus providing a buffer to surrounding properties.

- As noted earlier, Marcia Hubbel, whose comments were included in Exhibit D2, expressed desire to withdraw her testimony. Ms. Hubbell's request was included in and entered into the record as Exhibit D4.
- Four of the five requests before the DRB were objective in nature, as they involved verifying compliance with Code standards. The last request, the Setback Waiver, involved discretionary review.
- The proposed Zone Map Amendment was to rezone the subject 2.39-acre property from Residential Agricultural Holding (RA-H) to Planned Development Residential 4 (PDR-4). Staff noted that the RA-H Zone was renamed to Future Development Agricultural Holding (FDA-H) by Ordinance No. 851 effective November 18, 2021. The rezone to PDR-4 was required to allow partition of the church property as proposed by the Applicant and was consistent with the Comprehensive Plan Map Designation of Residential 6-7 dwelling units per acre (du/ac), as well as the surrounding zoning of PDR-3 to the south and east and PDR-4 to the west.
- The Stage I Master Plan generally established the location of the proposed parcels and tracts on the site consistent with the standards. With the partition, the Applicant proposed to maintain the existing church for community uses at the front, or northside, of the site while enabling future residential use at the back, or southside, of the site which would provide additional residential development options within Wilsonville.
- The Stage II Final Plan addressed the general development pattern within the subject property and demonstrated consistency with development standards of the proposed PDR-4 Zone, such as the setbacks of the existing building, lot dimensions, street frontage, pedestrian access and circulation, parking, and landscaping.
 - The addition of 13 parking spaces and the minor replacement and upgrade to landscaping was proposed consistent with prior land use approval, 98DB35.
- Tentative Partition Plat. The Applicant proposed to partition the subject property into three parcels and one tract in two phases. Phase 1 would include both Parcels 1 and 3 in one 1.4-acre parcel, Parcel 2, with .66 acre, and Tract A, .29 acre. Phase II would divide Parcels 1 and 3, with Parcel 1 containing .44 acre and Parcel 3 containing 1 acre. No change to the configuration of Parcel 2 or Tract A would occur in Phase 2. (Slide 8)
 - The Tentative Partition Plat demonstrated consistency with the Stage II Final Plan for dividing the property in a manner that would allow continued operation of the existing church use and future development of Parcel 2 for residential use.
 - No timeline was indicated in the application material for Phase 2 of the partition to divide the existing building in two on Parcels 1 and 3. Therefore, Staff recommended Condition of Approval PDD 7, included in the Staff report, to impose a two-year timeline for recordation of the final plat for both phases, which was the typical valid timeline for land division and other land use approvals. If the final plat for both phases

was not recorded within two years, the tentative plat approval, as it applied to unrecorded phases, would expire.

- The Applicant had responded to two conditions of approval with additional information in Exhibit B5 to Condition PFA 6 regarding the sizing of the stormwater facility in Tract A, and in Exhibit B6 to Condition PFA 2 regarding sewer design and construction.
 - After discussion with the Applicant, the City's Engineering Staff modified Conditions PFA 2 and PFA 7, both related to sewer. No modifications were proposed to Condition PFA 6.
 - Condition PFA 2 was proposed to be modified to state, "Prior to Phase 1 Final Plat Approval, applicant shall construct public sanitary sewer manholes and mainline within SW Morgan Street, Tract G, *and* Parcel 1 ~~and Parcel 2~~ as necessary to serve both Parcel 1 and 2. Record minimum 15-foot wide sanitary sewer pipeline easement as part of Final Plat recordation."
 - Condition PFA 7 was proposed to be modified to state, "Prior to Phase 2 Final Plat Approval, applicant shall extend ~~the~~ public sanitary sewer mainline, *including manholes*, to the ~~west and~~ north within the parking lot drive aisle to serve ~~the~~ newly partitioned Parcels 1 *and* 3. Record minimum 15-foot wide sanitary sewer pipeline easement as part of Final Plat recordation. *This work will include abandonment of the existing lateral which had served the main church building, and new lateral connections to the public sanitary sewer mainline for each Parcel.*" [I wasn't sure if I should type out the whole quote or just leave it at "she read the modified condition into the record" so I basically put both and that way you can just delete the actual quoted part if it's too much/not necessary.]
- She noted that Gordon Munro from Tetra Tech, the consulting engineer for the City, was available to answer questions, adding she would pause the presentation to answer questions related to the Zone Map Amendment and verifying Code compliance related to the Stage I Master Plan, Stage II Final Plan, and Tentative Partition Plat.

Jean Svadlenka confirmed that access to Parcel 2 would only be from the existing driveway to Boeckman Rd and that the gravel road leading to SW Morgan St would not be developed.

- She noted that Exhibit B3, which discussed some revisions based on a discussion on October 18th about the flag access for Parcels 2 and 3 that were relocated and widened to 35 ft each. She asked if the flag accesses referred to the roads.

Ms. Luxhoj explained that in the Applicant's initial submission, what was referred to as a flag access was actually the extensions of Parcel 2 and Tract A going to Boeckman Rd. For Parcel 2, it was not centered on the drive aisle, but across the landscaping and parking spaces. Following discussions with Staff, the Applicant modified their proposal to place that extension of Parcel 2 across the drive aisle to give two-way access from Boeckman Rd to the parcel at the south end.

- The Tentative Partition Plat showed what was currently proposed and she indicated the drive aisle people would use to access Parcel 2. (Slide 8) She confirmed Tract A was currently a stormwater facility and would remain that way.

Ms. Svadlenka noted that she had read about the sewer lines being extended and asked if the existing buildings were already connected to City water and sewer.

Ms. Luxhoj responded yes, however some modifications would be required to the existing service between the lateral and main line sewer to serve the parcels, which was partly why Engineering worked with the Applicant to make those modifications to the two Public Facilities conditions of approval.

Ms. Svadlenka asked if those modifications would be done by the current Applicant and not the developer of Parcel 2.

Gordon Munro, Tetra Tech, responded that currently, the existing property was on City water and sewer, but improvements were required to extend those utilities to the other two parcels being created from the division. The existing sanitary sewer line came from Morgan St through Tract G and across Parcels 1 and 2. Part of that line would be converted to a public sewer with services branching off that sewer line to the three parcels. Public sewer would be available to Parcel 2 as part of the project. Whether or not Parcel 2 was subdivided in the future was a separate issue, but the development would have public water and sewer.

Ms. Svadlenka noted Parcel 2 was a smaller tract only accessible from the small road off Boeckman Rd that would be shared with the existing church on Parcel 1 and anything that might be developed on Parcel 3. She asked why it had been zoned PDR-4 instead of PDR-3, as PDR-3 was for 4-5 du/ac, which equaled 1.6 to 2 dwelling units on the .4 acre of Parcel 2, as opposed to the up to the 3 dwelling units allowed by PDR-4.

Ms. Luxhoj stated the rezone request was for PDR-4 because that was consistent with the Comprehensive Plan designation, which was 6-7 residential du/ac. The Applicant did not want to change the Comprehensive Plan designation.

Ms. Luxhoj confirmed there were PDR-3-zoned areas to the east and south, which were zoned Residential 4-5 du/ac in the Comprehensive Plan. The Residential 4-5 dwelling units translated to PDR-3 in zoning, and in the Comprehensive Plan, the appropriate zone for 6-7 dwelling units was PDR-4.

Ms. Svadlenka asked if the Comprehensive Plan designation that set dwellings at 6-7 per acre could be lowered to 4-5 du/ac.

Kim Rybold, Senior Planner explained that one thing Staff looked for when looking at map amendments was how consistency with the Comprehensive Plan Map recommendation was met. To propose a zoning classification that was inconsistent with the Comprehensive Plan map amendment, such as PDR-3 for the subject project, a proposal first had to be made to amend the Comprehensive Plan Map to enable that zoning to be applied here, but that was not the proposal before DRB this evening.

Ms. Svadlenka asked if Phase 2 were approved today, were there any limits or regulations governing what type of business could purchase and use Parcel 3. She understood the

Applicant had claimed it would likely be another church or nonprofit, but could it be anything, like a gym, for instance.

Ms. Luxhoj replied that it could be any allowed use within the PDR-4 Zone. The church currently operated under a Conditional Use Permit. For Parcel 3, a different allowable use within the PDR zone would likely require modification to the Conditional Use Permit. She confirmed the Conditional Use Permit was for the entire site and the existing church use on the site.

Ms. Svadlenka asked if the Conditional Use Permit would still be valid for a Parcel 3 if a Parcel 3 were created during Phase 2.

Ms. Luxhoj replied the church was used for church operations and rented out for other community uses. If the property were to be used for something else, the Applicant would need to modify the Conditional Use Permit.

Kathryn Neil asked where parking would be located and would selling part of parking be an issue for a business buying that parcel.
in the event Parcel 3 was developed into a different type of business.

Ms. Luxhoj replied that the Applicant had proposed several reciprocal easements for the drive aisle and parking area to serve both the existing church building and a new building if the parcel was split in Phase 2. Those easements would remain for the existing parking, the landscaping, the drive aisle access, and the storm facility.

Chair McKay understood the Applicant was adding parking spaces because the site did not have the number of parking spaces required for a church. He understood if it was parceled out and a new business developed, the church could not have less than the required minimum for parking spaces without a waiver.

Ms. Luxhoj responded that at present, the gravel area that would become part of Parcel 2 was currently used for overflow parking for the church, but that would end once Parcel 2 was sold, so the Applicant was adding 13 spaces to bring the existing church use into compliance with its previous approval. If the future use of Parcel 3 was something that required more parking, the parking requirement would be re-evaluated as part of that modification of the Conditional Use Permit. Any residential use built on Parcel 2 would need to provide its own parking for all if of the units.

Chair McKay understood the owners of Parcels 1 and 3 would be able to restrict their designated parking spaces for their own use.

Ms. Luxhoj replied yes, adding there would be easements that would go with Parcels 1 and 3.

Ms. Neil asked if Parcel 2 was large enough to require some open space.

Ms. Luxhoj replied it would require open space if it was developed under the typical PDR-4 zoning requirement. Staff had recent modifications to the Code related to middle housing that may effect that.

Ms. Rybold stated that the open space requirements depended on the nature and type of what was proposed there, and there were a couple of different ways the site could be developed in the future. Whether it was developed as a subdivision or as one parcel impacted how those requirements worked, and the new open space standards would be assessed when the future development of Parcel 2 was considered.

Rachelle Barrett asked who would own Tract A and if it went with any of the parcels.

Ms. Luxhoj replied the church would continue to own Tract A, as well as Parcels 1 and 3, initially, and only wanted to sell Parcel 2. At some point, the storm facility would need to be upgraded to serve the entire site as it was quite old and not to current standards.

Ms. Barrett asked what the purpose was of Phase 2 and subdividing into Parcel 1 and Parcel 3. She also asked if there would be protection for the historic building.

Ms. Luxhoj responded the main purpose of Phase 2 was for the Applicant to partition off the newer sanctuary portion of the church and sell it for financial purposes for the church. To her knowledge, the Applicant had not indicated any intention to do anything to the historic chapel and she invited the Applicant to elaborate on her response.

Chair McKay noted Exhibit B6 was submitted Friday, November 5th and received by the Board via email. He asked if the City or Applicant had reviewed that communication by Rich Truitt regarding recommendations to the sewer line.

Ms. Luxhoj replied that Mr. Truitt's comments about the Public Facilities condition of approval related to sewer design and construction was what generated the conversation between City engineers and the Applicant. The result was the modification of those two conditions of approval.

Ben Yacob asked what would happen to the size of Tract A after it was upgraded and what the upgrade would entail. Would the existing building remain the same or be reduced in size?

Ms. Luxhoj replied that level of detail was unknown at this time. Originally, it was designed to serve the entire site. The Applicant had provided additional information regarding Tract A's ability to accommodate stormwater from the additional 13 parking spaces, but the ability of the stormwater facility to handle any increase of development on the site would be re-evaluated in the future when development for Parcel 2 was proposed.

Mr. Jacob asked if that would occur before the partition of Parcel 3, or if there would be three different entities involved in the upgrading of Tract A.

Ms. Luxhoj replied that per the initial proposal, the church would retain ownership of Tract A. She deferred what would happen during Phase 2 of the partition to the Applicant, as she had no further information about it.

Mr. Munro stated that one condition of approval was that the Applicant re-evaluate the capacity of that facility to serve the proposed development. That evaluation would come as part of future work. The Applicant had submitted information regarding that, but City Staff had not reviewed it yet; therefore, the condition of approval to re-evaluate remained. Once the re-evaluation was done, Staff would review it but that would not include any future development on Parcel 2, which would be separate.

Mr. Jacob asked if Parcel 2 would have its own stormwater mitigation process.

Mr. Munro responded it would be difficult to address the facility now for that improvement since they did not know what would be built there. It would be addressed when developed.

Mr. Jacob asked if the Development Review Board could use this as an opportunity to make the partitioning of Parcel 2 contingent on them also developing their own storm drain mitigation.

Mr. Munro replied he believed it was standard procedure to look at the storm drain when any parcel was developed.

Ms. Svadlenka stated that for the subject application, a traffic study was deemed unnecessary. She asked if a traffic study would be triggered when a developer submitted plans for Parcel 2. She was concerned about traffic, especially if all 92 parking spaces for the church were full, and that the one road would not be sufficient for the number of people that could potentially be on the property at the same time.

Ms. Rybold replied it was hard to say what the exact process would look like without knowing what was proposed on Parcel 2. That said, even administrative reviews required either some form of traffic study or an acknowledgement or waiver request that a traffic study was unnecessary before considering an application complete. Once Staff had more specificity as to what was proposed on Parcel 2, they would work with Engineering to determine what level of detail was needed in a review. Once Staff knew what was proposed for Parcel 2, they would be able to look more specifically at any potential impacts to the existing drive aisle.

Ms. Svadlenka asked if the condition of approval requiring the Applicant to complete the plats in two years applied to all the phases or just Phase 2.

Ms. Luxhoj replied the Applicant had two years total for all phases. If final plats were not submitted for both phases within two years, whichever phase was not submitted for would expire.

Ms. Svadlenka understood if the Applicant submitted the plat for Phase 1 within the two years, Phase 1 would still go through even if a plat for Phase 2 was not submitted. She asked if the phases were being considered separately.

Ms. Rybold responded the final plat process was a follow-on to the phases of the plat and was intended to give Staff a general understanding of where the Applicant wanted the land division to occur. That said, the final plat was the action that separated the land ownership and created different parcels. The Code requirement standard was two years; however, the Applicant had chosen a phased approach here in terms of the expiration of this tentative partition plat.

- Based on information given to Staff by the Applicant, they would pursue splitting off Parcels 1 and 3, as one parcel, from Parcel 2 with Tract A. The Applicant could do that as one final plat process or return in the future and go through a second final plat process to create Parcel 3. The phasing that the Applicant had chosen allowed them to do it separately. Either way, it had to be completed within the two-year timeframe consistent with the Land Division section of City Code. The proposed condition reinforced existing Code.

Ms. Svadlenka stated that per Exhibit A1, the Applicant was unsure if they would move forward with Phase 2, which would depend on the financial stability of the church. The Applicant had only submitted Phase 2 now because it cost less to do it that way. She asked what the cost would be to the Applicant if another application was submitted in the future only for Phase 2.

Ms. Rybold replied there were application fees that City Staff controlled in their portion of the final plat review process, but she did not know the amount of the intake fee offhand. Other components to the fee, however, were not necessarily captured in City fees, and for that reason she could not provide an accurate estimate, but perhaps the Applicant might. She suspected the City application fee piece was smaller in comparison to other parts of the process they might duplicate.

Mr. Yacob asked if a developer would be responsible for their own storm drain mitigation if Parcel 3 was split off, and, if Tract A was upgraded and required less space for its storm drain mitigation for Parcel 1, could any resulting excess space become parking.

Ms. Rybold replied any changes involving a surplus of land would have to go through the City's review process. Others might be better equipped to speak to the sizing of that facility, but the Applicant could seek to adjust the boundaries through another review process. Any changes to what was approved would be subject to an administrative land use process. Any proposed changes to parking would need to be considered under a different application.

Mr. Yacob asked if that process would need to be completed within the two-year conditional timeframe provided.

Ms. Rybold responded that condition was specific to the final plat process. The Applicant could potentially make minor modifications to the subject proposed plan within that timeframe. Anything beyond that would have to go through a separate land division process. Similar to boundary changes, there were different ways to accomplish that under the Land Division Code, but that would be assessed if the Applicant wanted to use some of that space for a different purpose.

Ms. Luxhoj continued the PowerPoint presentation regarding the requested setback waiver, which involved discretionary review. Her key comments were as follows:

- Phase 2 of the partition proposed to divide Parcel 1, which contained the church building and grounds, into two parcels, Parcels 1 and 3. This partition would separate the newer sanctuary from the remainder of the building, as outlined in red on Slide 15.
- The minimum required setbacks in the PDR-4 Zone for lots exceeding 10,000 sq ft in size were 15-ft front, 5-ft side for one-story and 7-ft side for two or more stories, and 15-ft in the rear for a one-story building and 20-ft in the rear for two or more stories. The Applicant had requested a setback waiver to allow a zero lot line between the buildings on Parcels 1 and 3 that would result from the proposed partition.
- Per Section 4.118 (.03), "The DRB may grant a waiver to the setback standards in order to implement, or better implement, the purpose and objective of the plan development regulations." Per subsection 4.140 (.01) B, "The objectives include, but are not limited to, the following. Take advantage of functional land use design, produce development equal to or better than that resulting from traditional lot land use development and permit flexibility of design."
- The Applicant would explain their rationale for the setback waiver request and how it met the criteria in their presentation.

Ms. Barrett understood if approved, the setback waiver would be for the existing buildings. She asked if any new development would be subject to the waiver if the existing buildings were torn down.

Ms. Rybold replied she did not know, noting Staff had not attached any conditions to the setback waiver request. She believed it would apply in a manner such that the DRB was approving the waiver as a part of the Stage II development approval, which essentially approved the site plan as presented. From that point of view, the setback would be tied to the Site Plan. If there was an interest in clarifying the waiver as a condition in terms of how it applied to the subject application, she would defer to the city attorney for more information.

Chair McKay called for the Applicant's presentation.

Ben Altman, Pioneer Design Group, 9020 SW Washington Square Rd, Portland, OR, 97223 stated for the record that the company name as it appeared in the agenda was incorrect. He

clarified that the primary access was the common drive aisle through the parking lot out to Boeckman Rd. However, Tract G, which connected to Morgan St, would remain as a connection and available to all site users, including Parcel 2, as a secondary access.

The stormwater facility on Tract A was designed to support the existing building and the paved parking lot, which was why it had been initially assigned to Parcel 1. If Parcel 3 was created in the future, it would also serve Parcel 3. However, given the odd, u-shape of Parcel 2, the Applicant would provide an opportunity for reconfiguration of Tract A in conjunction with development of Parcel 2. He anticipated that that would result in a more rectangular shape that extended across the southwest side of the site, rather than having a small section on the very south side, and square off the site for better site development. That would be provided as an option to the entity that purchased Parcel 2. Were that to occur, Tract A would be shared by all three parcels in terms of its sizing and meeting current standards, and so on.

- If a Parcel 3 was created and there were no other modifications, the existing building would be covered by the existing stormwater facility in Tract A, as well as the Parcel 1 area of the building. He did not anticipate any change just because the use changed. The storm drainage was based on the impervious surface, not the use of the building. If Tract A was modified in shape to accommodate the Parcel 2 storm drainage, that would trigger a change.
- The Applicant had included Parcel 3 as an option in the subject application to avoid repeating this process and because they wanted to ensure they had a plan that worked with three parcels on such a complicated site. If the Applicant had not done it this way, it was possible it could not be done at all in the future if they returned with a separate application to partition the building. The church hoped they would not have to create a Parcel 3.

Rich Truitt, Project Manager, Meridian UCC, stated he was present as both a member and Project Manager for the church. He wanted to provide some context for the application to partition the property, and to hopefully dispel some misinformation that may have been circulating as to the future of the church and to address questions raised earlier, including the permanent [inaudible]

- The Frog Pond Church was established in 1878. The historic chapel was one of the oldest buildings in continuous use in Wilsonville. Familiar landmarks in town, including Boeckman Rd, Engelman Park, and Lowrie Elementary School honor both the founding members and current members of the church.
- Over the 143 years since its founding, the church had played an active role in the community, both as a place of worship and as a giving congregation and supporter of many other groups, caring for others and promoting justice and inclusion in the community. Many homes, including past and present developments in the Frog Pond area, as well as the City of Wilsonville itself, had literally grown up around the Frog Pond Church.
- A few years ago, the church began to face challenges attributed to declining membership. The situation grew worse during the pandemic. At that point, a small group within Frog Pond advocated selling the property and dissolving the church. The congregation of Frog Pond soundly rejected that proposal and decided instead to chart a new path forward. With strong new leadership in place, the [inaudible] remaining foreseeable future, a vibrant

portion, and a [inaudible] in our community. The church is well on its way to this successful future.

- Frog Pond emerged from the pandemic stronger than it was before. With its hybrid worship [inaudible] Hawaii, Arizona, and Mississippi, they participate in our services. New members had joined the church. Its current [inaudible] from the Pacific that worshipped in their sanctuary every Sunday. Recently another growing [inaudible] also worshipped in their language in the sanctuary for several months. The many support groups the church had hosted for years continued to meet at the church and expressed gratitude for the continuing support from Frog Pond during difficult times, particularly during the pandemic. Several other church and community groups have approached the church about utilizing space in the facility.
- The deliverance of backpacks of essential personal supplies to adults [inaudible] custody upon their release from Coffee Creek had resumed after the pandemic suspension was eased. The church was sponsoring a Teen Build for community members this month and a home under construction by Habitat for Humanity in Woodburn. The church was currently hosting a sculpture exhibit, the Biggest Pumpkin Project, sponsored by the Wilsonville Arts and Culture Council. Through generous gifts from members of the church and the larger community, the church had initiated a remodeling project to update and improve its kitchen and meeting spaces for all current users. All of that reflected the fact that Frog Pond intends to remain an important place of worship and a home for community service to Wilsonville indefinitely.
- Through the application to partition the property into three parcels in a phased approach, Frog Pond hoped to have available several options for the optimal utilization of the property. Among the options, one would allow the church to sell a little-used portion of the property for residential development compatible with surrounding homes. Another would allow the church to lease or sell its large sanctuary to another church or to an organization for use as a community gathering place or perhaps, as a center for visual and performing arts. With each option, the church was committed to retaining permanently, [inaudible] its historic chapel, the adjacent gathering space known as Samaritan House, the library, classrooms, and the social hall, known as Koinonia House.
- Once the partitioning of the property was approved, the congregation would decide on the best option to enable the church to move forward to a vibrant future. Proceeds from the sale of a portion or portions of the property would allow the church to recast their mortgage, build capital reserves for the remaining facilities, and invest more to support community service programs that are important to the congregation.
- The Applicant acknowledged the efforts of City Staff and the DRB through the partitioning process. They recognized that the Frog Pond property was a unique [inaudible] and had presented many [inaudible] working with the church and tried to [inaudible] that were unique configurations that could still address and meet all of the City's requirements.
- The Applicant supported the recommendations and accepted the conditions of approval with two minor notations as presented by Ms. Luxhoj earlier. The church believed they had met the requirement regarding the stormwater drainage issue, but would work with the City to demonstrate that the condition had been met.

- He extended a special thanks to Matt Palmer, Associate Engineer for the City, and to Cindy Luxhoj for working with the Applicant as late as this afternoon to find a solution to the stormwater issue. The Applicant was very grateful to them both for helping accomplish that.
- He thanked the DRB on behalf of Frog Pond Church for the Board's consideration and asked permission to include this opening statement in the official record of the meeting.

Chair McKay stated he lived very close to walked by Frog Pond Church frequently, but he did not realize how significant the church was and the good work they did. He thanked the Applicant for their contributions to the community, adding he appreciated having such a good neighbor.

Mr. Yacob understood the driveway to the east could be used by Parcel 2 rather than the driveway to Boeckman Rd and asked if that made the driveway a functional road.

Mr. Altman replied it was actually an easement owned by the City, but the easement granted access for vehicles, pedestrians, and utilities. The subject proposal did not change that. As part of the conditions of approval, the existing sewer line would be modified to a public line to bring it from Morgan St into the site, as opposed to the private service lateral that currently existed. The access potential that exists would remain. The easement for access and circulation through the property would be for all three parcels. The existing circulation either to Boeckman Rd or Morgan St would remain, with the driveway being a secondary access point. During the pre-application discussions and reviews, the Fire District voiced support for that secondary access and preferred to have it.

Ms. Rybold stated she wanted to clarify the question regarding the waiver and its applicability. She had consulted with the city attorney, and they believed it was in the interest of the Board to clarify the applicability of the waiver if there was a way for it to be applied to the existing building in its current configuration. She read the draft language for a new condition, PDE-1, that could be added under the setback waiver request to specify, that the waiver applies only to the existing building in its current configuration. Any exterior building modification would be subject to setback requirements of the PDR-4 Zone.

Chair McKay suggested posting the language in the Zoom chat for the group to read. He understood the Applicant wanted to change the wall of the existing building so that it technically fit onto a separate parcel. Did that mean that a major building renovation would be needed to create a setback? It seemed like the condition required the building to remain as the same use or nothing at all.

Ms. Rybold replied that the language could be adjusted if it was unclear. The intent of the condition was to cover exterior modifications which did not involve the construction of the fire wall, which was an interior modification. If in the future, the building was partially or entirely reconstructed, the setback issue would be revisited. She understood the question was focused on the existing building, its configuration, and existing users. As far as potential additions or

other interior footprint modifications, the intent of what was currently drafted was to restrict the waiver to the existing building and existing footprint. If there were supporting modifications, Staff could work through those.

Chair McKay asked if the Applicant would be able to apply for a waiver, if an addition was needed to the exterior in the future.

Ms. Rybold replied the DRB would have to consider that if it wanted to limit the condition to the existing building with its existing footprint as the new proposed condition was drafted to do. For example, if an addition were put on the building on Parcel 3, the question was whether it could be built up to the parcel line or if the addition would default to the PDR-4 setback standard. The DRB could determine whether to make a modification to allow for that kind of building addition.

Barbara Jacobson, City Attorney, stated that the condition used that language because there were a lot of unknowns and an assumption that the building would remain as is. The condition, therefore, was made for that particular facility, and if it turned out to be completely different, then the DRB ought to be able to revisit it.

Chair McKay agreed the intent was good and asked the Applicant if that language was satisfactory with regard to their future intentions for that parcel.

Mr. Truitt replied that he understood the setback waiver applied to the common wall, which he understood would be enhanced as a fire wall. There was currently an opening that would be closed to prevent any through traffic. He hoped that the wording would not preclude an addition to either parcels' buildings as long as any other setback requirements were met. For example, if an addition were built, the church did not expect to be able to build right up to the fence line but would honor any other setback requirements with this restriction applying only to the common wall between the two buildings. He asked if he understood that correctly.

Ms. Rybold confirmed that was correct.

Chair McKay stated he was confused by the language because the Applicant could still do additions or modifications to the exterior. They were currently exceeding any requirement for setbacks on the other sides of the parcel, so he did not know if there was a point in adding that condition.

Ms. Barrett stated that she understood the condition would be to prevent future owners of Parcel 3 from deconstructing the building and reconstructing a new one right up against the church with the waiver still in place.

Mr. Altman added that any modification to the building exterior was subject to design review approval, which would entail the review of that specific design request. He understood the question but did not feel it was that important because if Parcel 3 was sold to a separate entity

and they wanted to do something completely different, they would need to submit an application and might or might not even request a waiver.

Ms. Rybold understood the intent was simply to clarify the applicability of the waiver, so the intent of the condition was to clarify and limit the setback waiver to the existing building configuration proposal as it was and to reduce any future ambiguity as to whether the setback waiver applied to a different building proposal or configuration. The second sentence was just a statement that the setback applied as is, which was consistent with what Mr. Truitt had said, but Staff was happy to modify the language if needed or not apply it at all, which was left to the discretion of the Board.

Mr. Altman stated that if the condition was clarified that the waiver applied to the existing common wall between Parcel 1 and 3, and not beyond that, that would be reasonable.

Chair McKay suggested the language be less ambiguous regarding what it applied to, such as stating that the waiver only applied to the current configuration of the common wall. That would provide the clear flexibility the Applicant needed while also clarifying the intent of the DRB.

Ms. Svadlenka agreed it made sense to clarify exactly the specific condition the setback waiver was being approved for.

Ms. Rybold suggested that rather than discussing the building and its configuration, the new condition could state, "This waiver applies only to the proposed common fire wall between the two buildings on Parcels 1 and 3."

Chair McKay stated that language worked for him.

Ms. Svadlenka noted Exhibit B3 discussed that Tract A could be modified. She asked if there were any limitations to the modifications that could be done on Tract A, depending on future use of Parcel 2 or 3.

Mr. Altman responded his expectation was that in order to improve the overall lot configuration for Parcel 2, it would be advantageous to reconfigure the shape of Tract A in that area, not including the extension that covered landscaping or parking areas. If the actual stormwater facility was reconfigured in size and designed to meet current stormwater standards for all three parcels, he anticipated that would be done as part of the development of Parcel 2, because any developer would have to meet the stormwater standards. It might be advantageous to work with the church to modify the shape of the existing facility and bring all of it up to standard.

Ms. Svadlenka stated it made sense to make modifications to the shape of Tract A and asked if the actual square footage could be expanded if needed.

Mr. Altman replied that the size of the tract would be determined by what would be necessary to serve Parcel 2. He reminded that the current stormwater facility did not meet the current Code standards and would be a different facility if it was built today. The Applicant had not done any calculations to anticipate what that might look like, but he anticipated the shape would be more rectangular than square. The size would be dependent on the calculations for the impervious surface that would be added by Parcel 2.

Chair McKay called for public testimony in favor of, opposed, and neutral to the application.

Charles Brown, 28128 SW Willow Creek Dr, Wilsonville, OR stated his property butted up against Tract A. He had initially been pleased to hear of the proposed reconfiguration but was now unclear on what that might be. He asked how many alterations could be made while still remaining compatible with what was presented.

Ms. Rybold asked if Mr. Brown was referring to any slight modification to what had been drawn on the tentative plat and submitted as part of this review for Tract A in light of the conversation around the stormwater facility.

Mr. Brown replied it was unclear what the square footage of the future tract should be to meet the requirements, which made it unclear what the size of Tract A should be and how wide it might be east to west.

Ms. Rybold replied that a proposed condition required the initial analysis to assess that tract. The City would not sign off on the final plat unless it was substantially the same as it was in the application. Because the tentative plat was not as formally and thoroughly surveyed as the final plat, there were sometimes differences to the actual square footage for that tract or the appearance of that line. Upon review, the Planning Director could determine whether what was shown was substantially similar, and then Staff would sign off on it and allow the final plat to go through the process and be recorded.

- Staff would not necessarily know whether the final plat was substantially different from the tentative plat until they saw the results of the additional work, which could trigger an additional administrative review of the tentative partition plat and go through a process wherein there would be public notification again. If the shape of a plat changed significantly, or there was a substantial increase or decrease in the size of the tract, Staff had the ability, under the Development Code, to go through another review process on it.

Chair McKay said he understood that if the tract changed shape to rectangle-off, Staff would not just consider whether the size was substantially the same, but also whether it maintained the same general features, and any substantial changes to those features would trigger a review. He also understood if Parcel 2 were reconfigured to make it more developable, that would appear before the DRB anyway alongside the developer's application.

Ms. Rybold confirmed that was all correct. Depending on the type of development, it was possible to have a proposal that qualified for administrative review as opposed to a full DRB public hearing. Regardless, it would go through a process wherein the Board would be notified.

Mr. Altman stated there would be no changes to the final plat during Phase I. Any changes would occur during the development of Parcel 2, which would be a separate application subject to DRB review, and at that time, the shape and size of Tract A would be addressed.

Pat Wolfram, 8950 SW Capitol Highway, Portland, OR, 97219 stated he had lived in Wilsonville for the last 32 of 33 years before moving to Portland. He had moved to Wilsonville in 1988 for the schools and its commitment to community, as seen in the parks, community events, and services. The city was different back then, but promoting community always seemed core to Wilsonville. He had chosen Frog Pond Church for similar reasons, including its community activism, rich history, and commitment to promotion of diversity, equity, and inclusion. Those were a big deal for the church and always had been. He wanted to see that continue and be an active part of that. The church had maintained hosting community events such as the Strawberry Festival and being involved in other community events. There were many years when the church was the only way the annual Relay for Life fundraiser by the American Cancer Society was able to take place. The church had gotten knocked sideways by the pandemic. After much anguish among church members regarding how the church could stay healthy, they had determined partitioning the property was the only way. He hoped the City of Wilsonville and the DRB could help them on that path. He understood sometimes waivers were involved in such issues. He believed Wilsonville had always shown a commitment to community and organizations that fostered and built the bonds of a good community. He hoped that happened here. After 32 years living in Wilsonville, this was his first time being a part of a DRB meeting. He was impressed with how thorough and knowledgeable the DRB was. He was sure there was a lot more discussion that had to happen, but the process took longer than he had anticipated. He supported this path the church was on.

Ms. White confirmed she had several testimony cards, but no one indicating on the Zoom call that they wanted to testify.

Chair McKay confirmed there was no rebuttal from the Applicant and that no Board members had any additional questions of Staff or the audience members. He called for discussion from the Board.

Ms. Barrett stated she was unclear as to how rental properties worked and asked if Parcel 3 had to be separate from Parcel 1 in order to rent out or sell the building.

Mr. Altman replied that it did not. They were currently rented out now. The only reason to separate it physically as a partition was to create an ownership property wall in the event it was sold, which was the purpose of the zero setback waiver. Otherwise, it would remain as one building as it was now.

Ms. Barrett understood the parking would not get sold along with the parcel.

Mr. Altman clarified that there would be 92 parking spaces with the addition of the 13 proposed new ones. Based on the Conditional Use Permit, that was the requirement for the existing building and its occupancy. The intent was that the easements and parking would be accessed and common to both Parcels 1 and 3.

Ms. Barrett asked if owners of Parcel 1 and Parcel 3 would share the costs of any improvements made to Tract A.

Mr. Altman responded that he assumed if Tract A were modified to accommodate Parcel 2, then the ownership and maintenance would be shared by all three parcels.

Chair McKay confirmed the Board had no changes to the new proposed Condition PDE 1 stating, "This waiver applies only to the proposed common fire wall between the buildings on Parcels 1 and 3." He also confirmed there was no further discussion and closed the public hearing at 8:21 pm.

Ms. Luxhoj read the amended and new conditions of approval into the record as follows:

- Amended Condition PFA 2. "Prior to Phase 1 Final Plat Approval, applicant shall construct public sanitary sewer manholes and mainline within SW Morgan Street, Tract G, *and* Parcel 1 ~~and Parcel 2~~ as necessary to serve both Parcel 1 and 2. Record minimum 15-foot wide sanitary sewer pipeline easement as part of Final Plat recordation."
- Amended Condition PFA 7. "Prior to Phase 2 Final Plat Approval, applicant shall extend ~~the~~ public sanitary sewer mainline, *including manholes*, to the ~~west and~~ north within the parking lot drive aisle to serve ~~the~~ newly partitioned Parcels 1 *and* 3. Record minimum 15-foot wide sanitary sewer pipeline easement as part of Final Plat recordation. *This work will include abandonment of the existing lateral which had served the main church building, and new lateral connections to the public sanitary sewer mainline for each Parcel.*"
- New Condition PDE 1. "This waiver applies only to the proposed common fire wall between the buildings on Parcels 1 and 3."

Daniel McKay moved to adopt the Staff report with new Exhibits B4, B5, B6 and D4, two (2) modified conditions of approval (PFA 2 and PFA 7) and one (1) new added condition of approval (PDE 1) as read into the record by Staff. **Ben Yacob** seconded the motion, which passed unanimously.

Ben Yacob moved to adopt Resolution No. 396. **Daniel McKay** seconded the motion, which passed unanimously.

Chair McKay read the rules of appeal into the record.

VII. Board Member Communications

- A. Results of the October 25, 2021 DRB Panel B meeting
- B. Recent City Council Action Minutes

Kim Rybold, Senior Planner, noted that at the October 25, 2021, DRB Panel B approved development of the Villebois Village Center. At a previous meeting, the DRB had split some of the applications in terms of recommendations they made, had continued a piece of the application, which had been appealed by an interested party in the area. Based on the testimony in the record, that appeal would be heard at City Council on November 15th.

- At the October meeting, DRB Panel B also approved a proposal for site and architectural changes to the old Microsoft building on 95th Ave to accommodate the Oregon Department of Administrative Services. A new entryway was proposed as well as slight changes to onsite parking to accommodate fleet vehicles.

Cindy Luxhoj, Associate Planner, added the interior modifications to the building would accommodate several State laboratories, as well as evidence storage and other State-owned materials. As part of the entry and architectural changes on the south side, the front of the building, solar arrays would be installed as well as 11 electric vehicle parking stations.

Ms. Rybold highlighted the October City Council meetings of. The Zone Map Amendment for the Villebois Village Center Project had been approved, as well as the Middle Housing Project that Dan Pauly had been working on for about a year and a half to implement House Bill 2001. That project would prove to be of interest to the Board, particularly on future residential projects. Staff was discussing doing some training or creating some informational guides, as there would be new ways of looking at what was allowed, particularly on properties for residential uses.

Jean Svadlenka understood that when WPI proposed their fence redesign at the corner of Canyon Creek Rd and Burns Way with the setback from the sidewalk, a condition of approval had required them to return before DRB; however, the fence was already up. It looked fine and appeared to have a setback, but she had heard nothing about it.

Mr. Yacob asked if there was vegetation in front of the fence.

Ms. Rybold confirmed the fence had been installed. She did not recall it having to come back before the DRB but would check with the Staff who had reviewed the application, ~~get an update,~~ and provide an update to the Board. She believed the setback was a couple of feet but did not know if any vegetation had been planted yet.

Chair McKay asked that the update be emailed to all Board members. He remembered a condition of approval regarding the setback as well and that the fence was to be consistent with the fence on the lot to the north of the subject property, which had a larger setback than what was originally proposed by WPI.

Shelley White, Planning Administrative Assistant, displayed the amended Staff report with conditions.

Mr. Yacob noted if it was a matter of planting the vegetation in the spring as opposed to winter, that made sense, but otherwise, the Board had requested that vegetation be planted there. He recalled a boulder was present, too.

Ms. Svadlenka noted some trees were in the way, adding she vaguely remembered a 2-ft setback had been requested, though originally, the Applicant had the fence right up to the sidewalk.

Chair McKay added the Applicant's landscaper was concerned about where the fence could be placed. He also remembered the 2-ft setback and discussion about it being dangerous for children on bicycles.

Ms. Barrett clarified that the condition of approval read that the Applicant had to go back to the Planning Division, not DRB.

Ms. Rybold reiterated she would check with Staff and follow-up with an email to the Board about what was installed and to confirm the conditions of approval had been met.

Chair McKay asked if the Planning Division was responsible or had the authority to determine whether the fence was compatible with surrounding areas and how any disagreements were resolved.

Ms. Rybold responded she had not been involved in the process and would have to confirm that WPI had submitted a site plan and if there had been any conversation around that. She offered to follow-up with the Board.

Chair McKay stated it was simply procedural, adding he was not assuming the fence was not in compliance. He was just curious.

VIII. Staff Communications

Kim Rybold, Senior Planner, announced that she did not believe a December meeting would be held, but advised Board members to stay tuned for an update.

IX. Adjournment

The meeting adjourned at 8:36 p.m.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, LLC. for
Shelley White, Planning Administrative Assistant

**DEVELOPMENT REVIEW BOARD MEETING
JANUARY 10, 2022
6:30 PM**

VI. Public Hearing:

- A. Resolution No. 398. Holiday Inn Fence Appeal: D. Michael Mills Lawyer PC – Representative for Garry LaPoint, LaPoint Business Group – Appellant.** The appellant has filed an appeal of an administrative decision rendered in Case File AR21-0048 which approves construction of a fence at 25425 SW 95th Avenue. The site is located on Tax Lot 800, Section 2CA, T3S-R1W; Washington County; Wilsonville, Oregon.
Staff: Philip Bradford

Case Files: DB21-0081



Planning Division Memorandum

From: Philip Bradford, Associate Planner
To: Development Review Board Panel 'A'
Date: January 3, 2022
RE: Appeal of Administrative Decision AR21-0048

On December 14, 2021, Planning Staff received an appeal submitted by D. Michael Mills Lawyer PC on behalf of LaPoint Business Group, LLC. The grounds for the appeal, as stated by the appellant, state that the decision of AR21-0048 modifies a 2012 Development Agreement between the City of Wilsonville, LaPoint Business Group, LLC, and WHI Hotel, LLC.

Section 6.15 Dispute Resolution of the 2012 Development Agreement states that "All disputes arising out of this Development Agreement shall first be submitted to mediation. Any Party desiring mediation shall provide the other Parties with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute".

Staff recommends that the DRB affirm the decision as the appeal does not pertain to the applicable review criteria as stated in the staff report for AR21-0048 dated November 30, 2021 (Attachment 4). Any changes to the 2012 Development Agreement are outside the scope of the land use approval process. Should the applicant continue to dispute the decision, the correct process would be as outlined in Section 6.15 of the 2012 Development Agreement.

Attachments:

1. Administrative Decision AR21-0048
2. Appeal Letter and Application – D. Michael Mills, Lawyer PC (December 14, 2021)
3. Public Comment from Sungmin Park for Case File DB21-0081 (December 30, 2021)
4. Development Agreement – August 2012



November 30, 2021

Sungmin Park
WHI Hotel, LLC
25425 SW 95th Ave
Wilsonville, OR 97070

Re: Case File AR21-0048

Dear Mr. Park:

Enclosed you will find the Administrative Review and Decision on your request for Site Design Review for the proposed fence located at 25425 SW 95th Ave. Please be advised that the decision is not final and effective until the appeal period, as spelled out on the attached Notice of Decision page, has passed. Enclosed is a sign-off sheet accepting Conditions of Approval for you to sign and return. Please call us if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Shelley White". The signature is fluid and cursive, with a long horizontal stroke at the end.

Shelley White
Administrative Assistant



City of Wilsonville
Attachment 1 DB21-0081



November 30, 2021

Notice of Administrative Decision

Project Name: 5-foot metal fence for Holiday Inn Portland South at 25425 SW 95th Ave.

Case File No.: AR21-0048

Owner / Applicant: WHI Hotel, LLC (Contact: Sungmin Park)

Location: 25425 SW 95th Ave. The property is specifically known as Tax Lot 800, Section 2CA, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon.

Request: Class II Administrative Review of a proposed 5-foot metal fence

On November 30, 2021 an administrative decision was rendered, granting approval with conditions on the above-referenced partition request:

The written decision is on file in the planning division. A copy of the applications, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at \$.25 per page at the Wilsonville Planning Division, 29799 SW Town Center Loop E., Wilsonville OR, 97070.

Section 4.022(.01) of the Wilsonville Code provides that this decision may be appealed by any person who is entitled to written notice or who is adversely aggrieved. Appeal is processed under Wilsonville Code 4.022.

Note: Any appeal must be filed with the City Recorder within fourteen (14) calendar days of the notice of the decision. The notice of appeal shall be in writing and indicate the specific issue(s) being appealed and the reason(s) therefore. Should you require further information, please contact Philip Bradford, Associate Planner, with the City Planning Division at 503-682-4960. Last day to appeal: 4:00 P.M. on December 14, 2021.

For more information, contact the Wilsonville Planning Division at 503-682-4960



Planning Division Staff Report
Administrative Decision

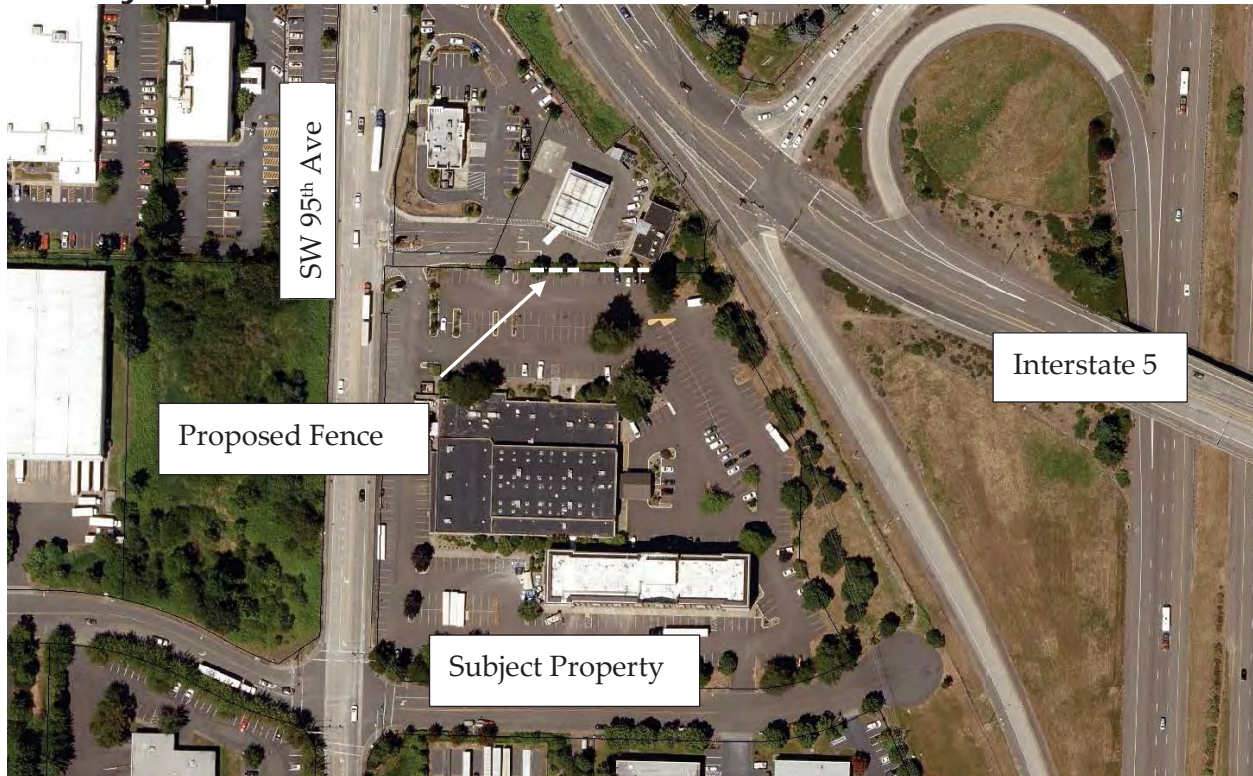
5-foot Security Fence for Holiday Inn Portland South at 25425 SW 95th Ave

Date of Report/Decision:	November 30, 2021
Application No.:	AR21-0048 Class II Administrative Review of 5-foot black metal fence
Request Summary:	The City of Wilsonville’s Planning Director, pursuant to Sections 4.030, 4.035, and 4.140 of the Wilsonville Code, is approving a proposal for a 5-foot black metal fence for Holiday Inn at 25425 SW 95 th Ave.
Location:	25425 SW 95 th Ave. The property is specifically known as Tax Lot 501, Section 2DB, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon.
Owner/Applicant:	WHI Hotel, LLC (Contact: Sungmin Park)
Comprehensive Plan Map Designation:	Commercial
Zone Map Classification:	Planned Development Commercial (PDC)
Staff Reviewer:	Philip Bradford, Associate Planner
Action Taken:	<u>Approval with conditions</u> of the requested minor modification to the previous Site Design Review approval for the proposed 5-foot fence. The conditions can be found beginning on page 10 of this report.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.008	Application Procedures-In General
Section 4.009	Who May Initiate Application
Section 4.010	How to Apply
Section 4.011	How Applications are Processed
Section 4.014	Burden of Proof
Section 4.030	Jurisdiction and Powers of Planning Director and Community Development Director
Section 4.031	Authority of the Development Review Board
Subsection 4.035 (.04)	Site Development Permit Application
Subsection 4.035 (.05)	Complete Submittal Requirement
Section 4.110	Zones
Section 4.116	Standards Applying to Commercial Development in All Zones
Section 4.118	Standards Applying to All Planned Development Zones
Section 4.131	Planned Development Commercial (PDC) Zone
Section 4.140	Planned Development Regulations
Section 4.154	On-Site Pedestrian Access and Circulation
Section 4.155	Parking, Loading, and Bicycle Parking
Section 4.167	Access, Ingress, and Egress
Section 4.171	Protection of Natural Features and Other Resources
Section 4.175	Public Safety and Crime Prevention
Section 4.176	Landscaping, Screening, and Buffering
Section 4.177	Street Improvement Standards
Section 4.179	Mixed Solid Waste and Recyclables Storage
Sections 4.199.20 through 4.199.60	Outdoor Lighting
Sections 4.300 through 4.320	Underground Utilities
Sections 4.400 through 4.440, as applicable	Site Design Review

Vicinity Map:



Background/Summary:

The development of the subject property began in the late 1970's with the construction of a new Holiday Inn Hotel and conference center. The applicant is requesting approval of a five-foot metal fence along the northern property line in two sections, one 8 feet in length and the other 49 feet in length in order to provide separation from the property to the north.

Exhibit List:

The following exhibits are hereby entered into the public record as confirmation of consideration of the application as submitted. The exhibit list includes exhibits for Planning Case File AR21-0048.

Planning Staff Materials

A1. Staff Report and Findings (this document)

Materials from Applicant

B1. Application Form Signed by Applicant

B2. Applicant's Plans and Fence Details

Development Review Team Correspondence

None received

Public Comments

D1. E-mail from Jason LaPoint dated November 7, 2021

Procedural Statements and Background Information:

1. The statutory 120-day time limit applies to this application. The City received the application on October 12, 2021 and deemed it complete on October 18, 2021. The City must render a final decision for the request, including any appeals, by February 15, 2022.
2. Surrounding land uses are as follows:

Compass Direction	Zone:	Existing Use:
North:	PDC	Commercial
East:	--	Interstate 5
South:	PDI	Industrial
West:	PDI	Industrial

3. Prior relevant land use actions include:

77DR11 Design Modification
78DF07 Storage Structure
78DR10 Sign Variance
86DR04 New Satellite Dish
86PC06 Conditional Use Permit
88AR31 Installation of New Sign
89SR23 New Pole Sign for Restaurant
97AR28 Landscape Revisions
97AR30 Tree Removal and Landscape Revisions
97DB08 Exterior Remodel
98AR84 15 Day Temporary Use Permit
99AR01 60 Day Temporary Use Permit
99DB13 1 Year Temporary Signs
00AR24 60 Day Temporary Use Permit
00AR41 Modify DRB Driveway Design
00DB26 1 Year Temporary Use Permit for Sign
01SR02 Monument Sign
01SR05 Copy Change
02AR04 Architectural Awnings
02DB23 Driveway, Landscaping, and Signage Changes
AR09-0042 Class II Admin Review porte-cochère

AR11-0014 Replace Signs
AR11-0022 Lighting Changes
AR11-0023 Revised Signs
AR11-0039 Administrative Variance Lighting Height
AR13-0019 Class II Minor Revisions
AR13-0022 Minor Revisions to Parking Lot
SR13-0017 BooneTown Bistro Signs
TR19-0027 Removal of two (2) Oak trees

4. The Applicant has complied with Sections 4.008 through 4.035 pertaining to review procedures and submittal requirements.
5. Public notice has been provided giving invitation to interested parties to submit information within ten (10) days of the date of the Notice of Administrative Action, relevant to the standards pertinent to the proposal and soliciting reason why the application should or should not be approved, or proposing conditions which they believe are necessary for approval to City standards. Property owners within 250 feet of the project boundary have received notice and Staff has not received objections, either in writing or orally, against the proposed modifications. In addition to those receiving the Notice of Administrative Action of this application, this notice of decision will be sent to the Development Review Board.

Findings:

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

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

General Information

Application Procedures-In General Section 4.008

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

Initiating Application Section 4.009

2. The application has been submitted on behalf of the property owner, WHI Hotel LLC. The application form is signed by Sungmin Park on behalf of WHI Hotel LLC.

Pre-Application Conference
Subsection 4.010 (.02)

3. The Planning Division determined a pre-application conference was not required for this request.

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

4. No applicable liens exist for the subject property. The application can thus move forward.

General Submission Requirements
Subsection 4.035 (.04) A.

5. The submittal meets all of the applicable general submission requirements contained in this subsection.

Zoning-Generally
Section 4.110

6. This proposed development is in conformity with the applicable zoning district and general development regulations listed in Sections 4.154 through 4.199, as appropriate, have been applied in accordance with this Section.

Request: AR21-0048 5-foot Fence Addition

Planned Development Regulations

Conformance with Comprehensive Plan and other Applicable Plans and Ordinances
Subsection 4.140 (.09) J. 1.

7. The proposal does not change the site's consistency with the Comprehensive Plan or other applicable plans.

Traffic Concurrency
Subsection 4.140 (.09) J. 2.

8. The application is for a metal fence. No expansion of the structures or uses on site are proposed, therefore there is no impact to the trip generation of the site.

Facilities and Services Concurrency
Subsection 4.140 (.09) J. 2.

9. The City does not anticipate the proposed improvements having any impact on facilities and services, including utilities.

Adherence to Approved Plan and Modification Thereof
Subsections 4.140 (.09) L. and 4.030 (.01) B. 1.

10. The proposal involves less than 1,250 square feet of building area and impacts less than 10 parking spaces, thus qualifying as a minor modification eligible for Class II Administrative Review.

Standards Applying to Commercial Developments in Any Zone

Commercial Developments Generally
Section 4.116 (.10)

11. The subject property is a hotel and conference center in the PDC zone. The minimum front, rear, and side setbacks along with maximum building height, lot size, lot coverage, and minimum street frontage were met at the time of initial land use approval; the proposed fence would not impact these standards.

Hotels or Motels
Section 4.116 (.11) A.-E.

12. The proposed fence will not affect the minimum lot size, street frontage, front, rear, or side yard setbacks for hotels and motels. No changes to off-street parking or signage are proposed as part of this request.

Standards Applying in All Planned Development Zones

Additional Height Guidelines
Subsection 4.118 (.01)

13. No changes to the height of the existing building are proposed. The request is for the addition of a 5-foot metal fence and will not impact the 35 foot height limit.

Other Requirements or Restrictions
Subsection 4.118 (.03) E.

14. This decision places no additional requirements or restrictions pursuant to this subsection.

Effect of Determination of Compliance and Conditions of Approval on Development Cost
Subsection 4.118 (.04)

15. In staff's professional opinion, the determination of compliance or attached conditions do not unnecessarily increase the cost of development, and no evidence has been submitted to the contrary.

Planned Development Commercial (PDC) Zone

Allowed Uses in PDC Zone

Subsection 4.131 (.01) A.

16. The site is occupied by a hotel and conference center, an allowed use in the PDC zone.

Prohibited Uses in PDC Zone

Subsections 4.131 (.02)

17. The site is occupied by a hotel and conference center, a typically permitted use under the PDC zone under service establishments and is not a prohibited use.

Block and Access Standards

Subsection 4.131(.03)

18. The proposed fence does not impact the block and access standards of the PDC zone.

Other Development Standards

On-site Pedestrian Access and Circulation

Section 4.154

19. An existing concrete sidewalk and ADA ramp allows for pedestrian access between the Holiday Inn property and the gas station and convenience store to the north. Previous land use decisions for both properties do not include a requirement to keep this connection. There are requirements to ensure access to the public sidewalk along SW 95th which continue to be met on the northern property. The Holiday Inn pre-dates the pedestrian access and circulation requirements contained in Section 4.154 and the addition of a fence would not require these standards to be met.

Parking, Loading and Bicycle Parking

Section 4.155

20. The parking, loading, and bicycle parking of the subject property will not be impacted by the proposed fence addition.

Design to Deter Crime and Ensure Public Safety

Subsection 4.175 (.01)

21. Staff finds no evidence the proposed fence would lead to crime or negatively affect public safety.

Addressing and Directional Signage to Assure Identification

Subsection 4.175 (.02)

22. No changes are proposed to addressing or directional signage with the proposed improvements, and the standard continues to be met.

Lighting to Discourage Crime
Subsection 4.175 (.04)

23. Existing building and parking lot lighting is designed and oriented to discourage crime, and will not be modified by the current proposal.

Landscaping, Screening, and Buffering
Subsection 4.176 (.04)

24. No modifications are proposed to landscaping, screening, and buffering on the site as a result of the current application. Condition of approval PD 2 has been added to require the applicant to restore any landscaping damaged or removed during the construction of the fence in accordance with the existing landscaping plan approved for the subject property.

Outdoor Lighting
Sections 4.199.20

25. The applicant does not propose any changes to outdoor lighting.

Underground Utilities
Section 4.300

26. All utility lines are underground and no changes are proposed with the current application.

Site Design Review

Excessive Uniformity, Inappropriateness of Design, Etc.
Sections 4.400 (.01)

27. It is staff's professional opinion that the proposed fence will not result in excessive uniformity, inappropriateness or poor design, and the proper attention has been paid to site development and landscaping.

Purposes and Objectives of Site Design Review
Subsection 4.400 (.02) and Subsection 4.421 (.03)

28. By maintaining architectural design, materials, and site layout consistent with the previous DRB approvals, the proposed changes maintain compliance with these criteria and standards.

Site Design Review-Jurisdiction and Power of the Board
Section 4.420

29. A condition of approval has been included to ensure the applicant carries out construction of the revisions in substantial accord with the approved plans, drawings, sketches, and other documents. The applicant requests no variances from site development requirements.

Site Design Review-Design Standards

Subsection 4.421 (.01) A., C. and D.

30. No changes to on-site landscaping are proposed with the current application. No trees or soils will be removed, no grade changes are anticipated, and no effects on surface drainage are anticipated. The applicant has provided sufficient information demonstrating compliance with the standards of this subsection.

Applicability of Design Standards to Various Site Features

Subsection 4.421 (.02)

31. The review applies design standards to all buildings, structures, and other site features.

Site Design Review-Conditions of Approval

Subsection 4.421 (.05)

32. This decision adds no additional conditions of approval to ensure the proper and efficient functioning of the development.

Color or Materials Requirements

Subsection 4.421 (.06)

33. No changes are proposed to the colors and materials of the existing building with the current application. No specific colors or materials are being required for the proposed fence.

Site Design Review-Procedures

Section 4.440

34. The applicant has submitted the required additional materials, as applicable.

Action Taken and Conditions of Approval:

THEREFORE, based on staff analysis and Findings 1-34 above, the Planning Director hereby **approves** the application as requested, subject to the following Conditions of Approval:

Planning Division Conditions:

PD 1. This approval is for 5-foot metal fence in one 8-foot and one 49-foot segment at the northern property line, and is on file with the City of Wilsonville's Planning Division as Case File AR21-0048. Construction and site development shall be carried out in substantial accord with the plans, drawings, sketches, and other documents approved by this action (as described in the Exhibit B2). Minor revisions to the approval may be approved by the Planning Division through the Class I Administrative Review Process.

PD 2. The applicant shall restore any landscaping damaged or removed during the construction of the fence to match previous landscaping plans approved for the subject property. See Finding 24.

Case File #: AR21-0048

Approved:



Digitally signed by Daniel Pauly
Date: 2021.11.30 08:56:34 -08'00'

11/30/21

Daniel Pauly, Planning Manager for
Miranda Bateschell, Planning Director

Date

Section 4.022(.01) of the Wilsonville Code provides that this decision may be appealed by the Applicant and party entitled to notice or adversely affected or aggrieved or called up for review by the Development Review Board. The notice of appeal shall indicate the nature of the action or interpretation that is being appealed or called up. The appeal shall regard a determination of the appropriateness of the action or interpretation of the Code requirements involved in the decision.

*Note: The decision of the Planning Director may be appealed by an affected party or by three (3) Board members in accordance with Section 4.017 except that the review shall be of the record supplemented by oral commentary relevant to the record presented on behalf of the Applicant and the Planning Director. Any appeal must be filed with the City Recorder within fourteen (14) calendar days of the notice of the decision. The notice of appeal shall be in writing and indicate the specific issue(s) being appealed and the reason(s) therefore. Should you require further information, please contact Philip Bradford, Associate Planner, with the City Planning Division at 503-682-4960. Last day to appeal: **4:00 P.M. on December 14, 2021.***

For more information, contact the Wilsonville Planning Division at 503-682-4960.

Sign-off accepting Conditions of Approval

Case File # AR21-0048

Project Name: 25425 SW 95th Ave – 5-foot metal fence
for Holiday Inn Portland South

The Conditions of Approval have been received and accepted by:



Signature

Owner 12/16/21

Title Date

Signature

Title Date

This decision is not effective unless this form is signed and returned to the planning office as required by WC Section 4.140(.09)(L).

Adherence to Approved Plan and Modification Thereof: The Applicant shall agree in writing to be bound, for her/himself and her/his successors in interest, by the conditions prescribed for approval of a development.

Please sign and return to:

Shelley White
Planning Administrative Assistant
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville OR 97070



Planning Division
Development Permit Application

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

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

Pre-Application Meeting Date:

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

29799 SW Town Center Loop E, Wilsonville, OR 97070
Phone: 503.682.4960 Fax: 503.682.7025
Web: www.ci.wilsonville.or.us

Applicant:

Name: Sungmin Park
Company: Holiday Inn Portland South (WHI)
Mailing Address: 25425 SW 95th Ave.
City, State, Zip: Wilsonville OR 97070
Phone: 916-826-3007 Fax:
E-mail: sungmin.park.mba@gmail.com

Authorized Representative:

Name: Sungmin Park
Company: WHI Hotel LLC
Mailing Address: 25425 SW 95th Ave
City, State, Zip: Wilsonville OR 97070
Phone: 916-826-3007 Fax:
E-mail: sungmin.park.mba@gmail.com

Property Owner:

Name: Sungmin Park
Company: WHI Hotel LLC
Mailing Address: 25425 SW 95th Ave.
City, State, Zip: Wilsonville OR 97070
Phone: 503-682-2211 Fax: 503-682-5596
E-mail: LPowell@hiportlandsouth.com

Property Owner's Signature:

[Signature]
Printed Name: Sungmin Park Date: 10/2/21

Applicant's Signature: (If different from Property Owner)

[Signature]
Printed Name: Date:

Site Location and Description:

Project Address if Available: 25425 SW 95th Ave, Wilsonville Suite/Unit
Project Location: Holiday Inn 25425 SW 95th Ave.
Tax Map #(s): Tax Lot #(s): County: Washington Clackamas

Request:

Build iron fence along northern border adjacent to the Chevron gas station. 2 sections of fence, one is 49 ft. long and the other 8 ft. long.

Project Type: Class I Class II Class III

Residential Commercial Industrial Other

Application Type(s):

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



TruView® Coating

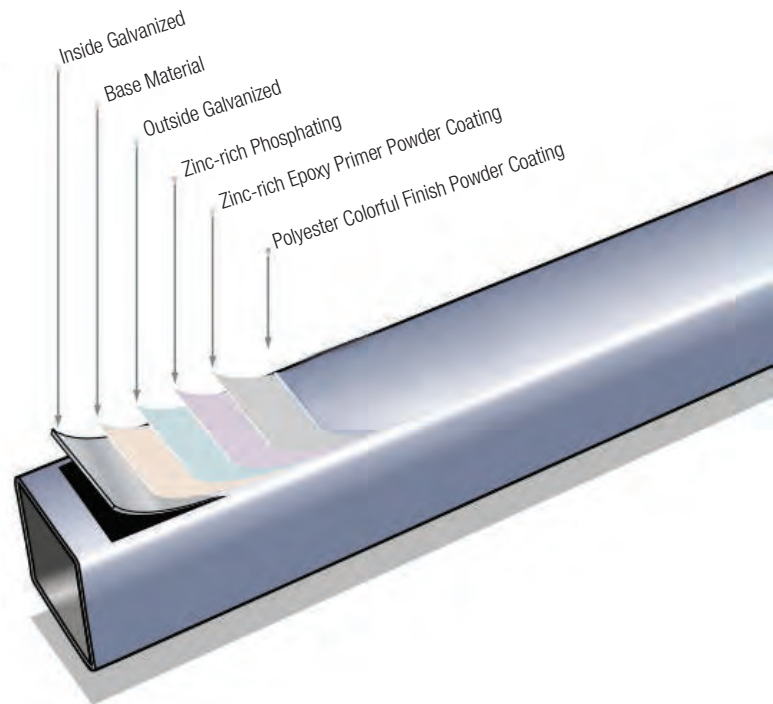
MORE LAYERS, MORE PROTECTION

Coating detail



- Pre-galvanized or hot-dip galvanized from inside to outside prevent rusting from base material
- Multi-stage pre-treatment with zinc-rich phosphate ensure superior adhesion
- Zinc-rich Epoxy Primer Powder Coating cover all welds and cut edges
- Polyester Finish Powder Coating realize exceptional corrosion resistance and UV resistant reliability

Our TruView product undergoes a multi-step application process to produce a superior polyester powder coat finish. This provides greater anti-corrosion and UV resistant protection to keep your fence looking great for years to come.



USA
3309 SW Interstate 45
Ennis, TX 75119
Tel: +1 972 878 7000
+1 888 650 4766

Europe
Blokkestraat 34b
B-8550 Zwevegem
Tel: B: +32 56 73 46 46
Tel: NL: 0800 022 76 98

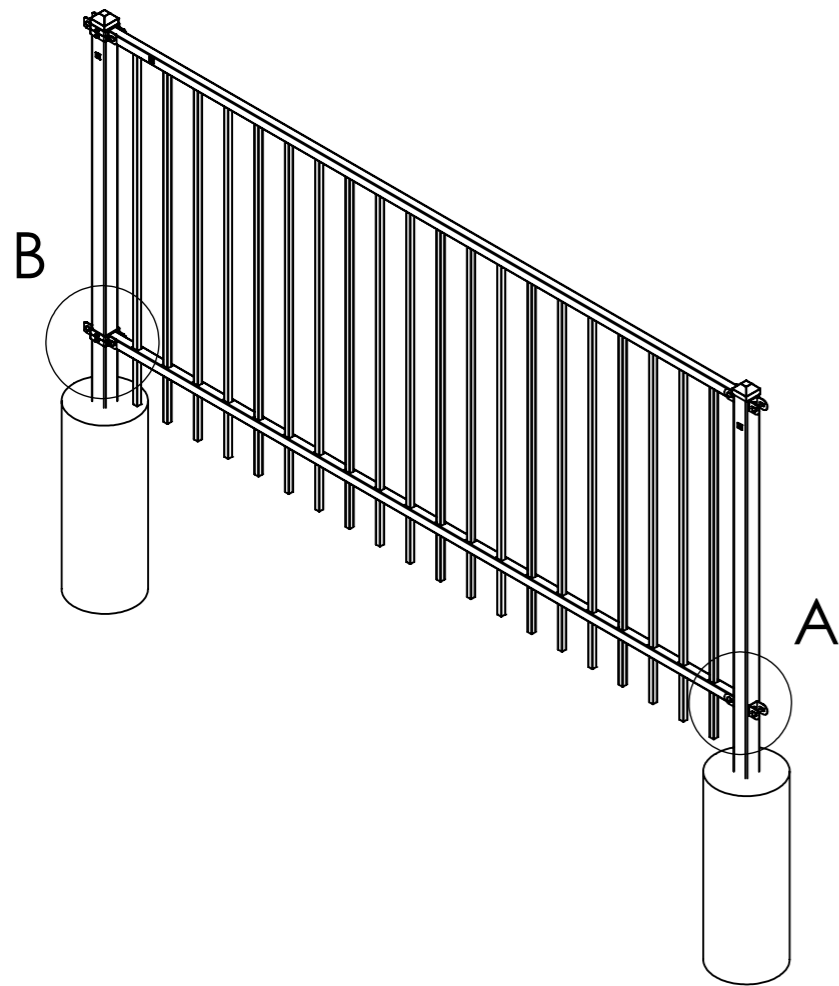
Middle East
P.O. Box 293517 DAFZA,
Building E 5, Block A
8th Floor, Office 802
Tel: +971 04 6091122

Africa
B10, Bergriver Business Park
Paarl,
7646
Tel: +27 021 868 7300

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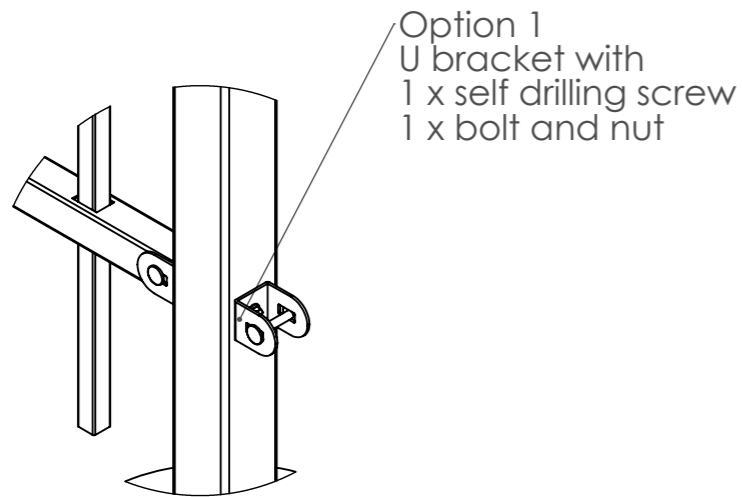
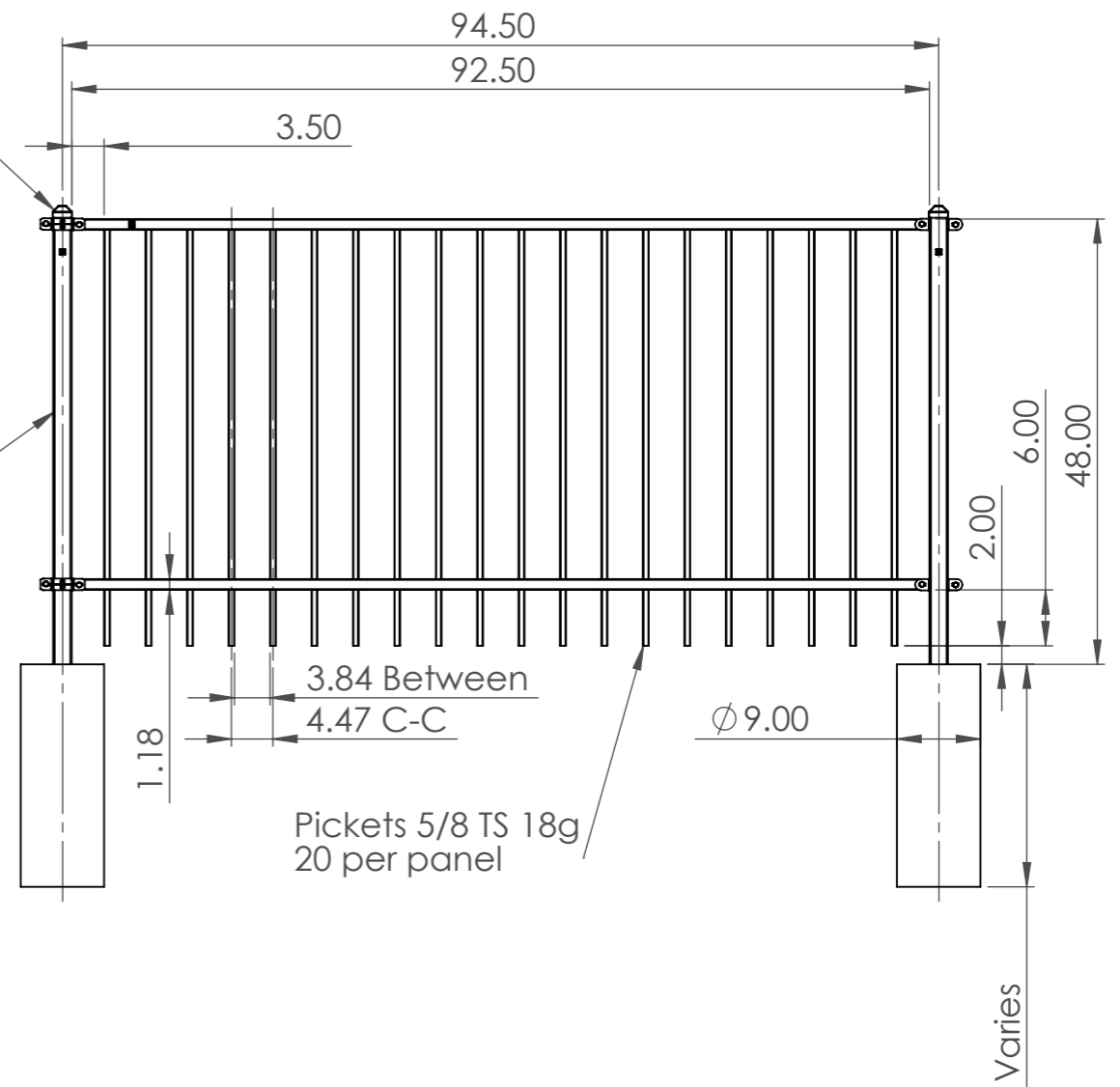
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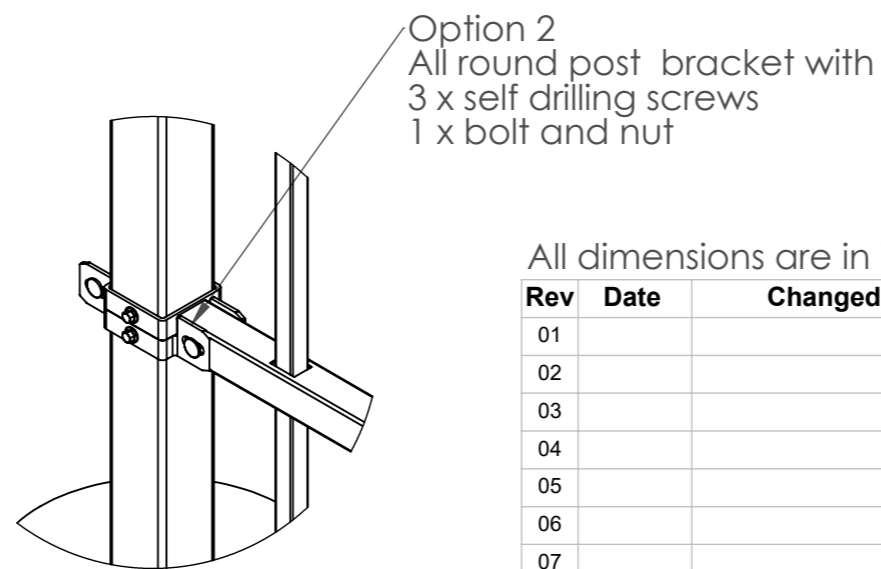


Press on cap

2" TS post 14g



Option 1
U bracket with
1 x self drilling screw
1 x bolt and nut



Option 2
All round post bracket with
3 x self drilling screws
1 x bolt and nut

DETAIL A
SCALE 1 : 5

DETAIL B
SCALE 1 : 5

All dimensions are in inches

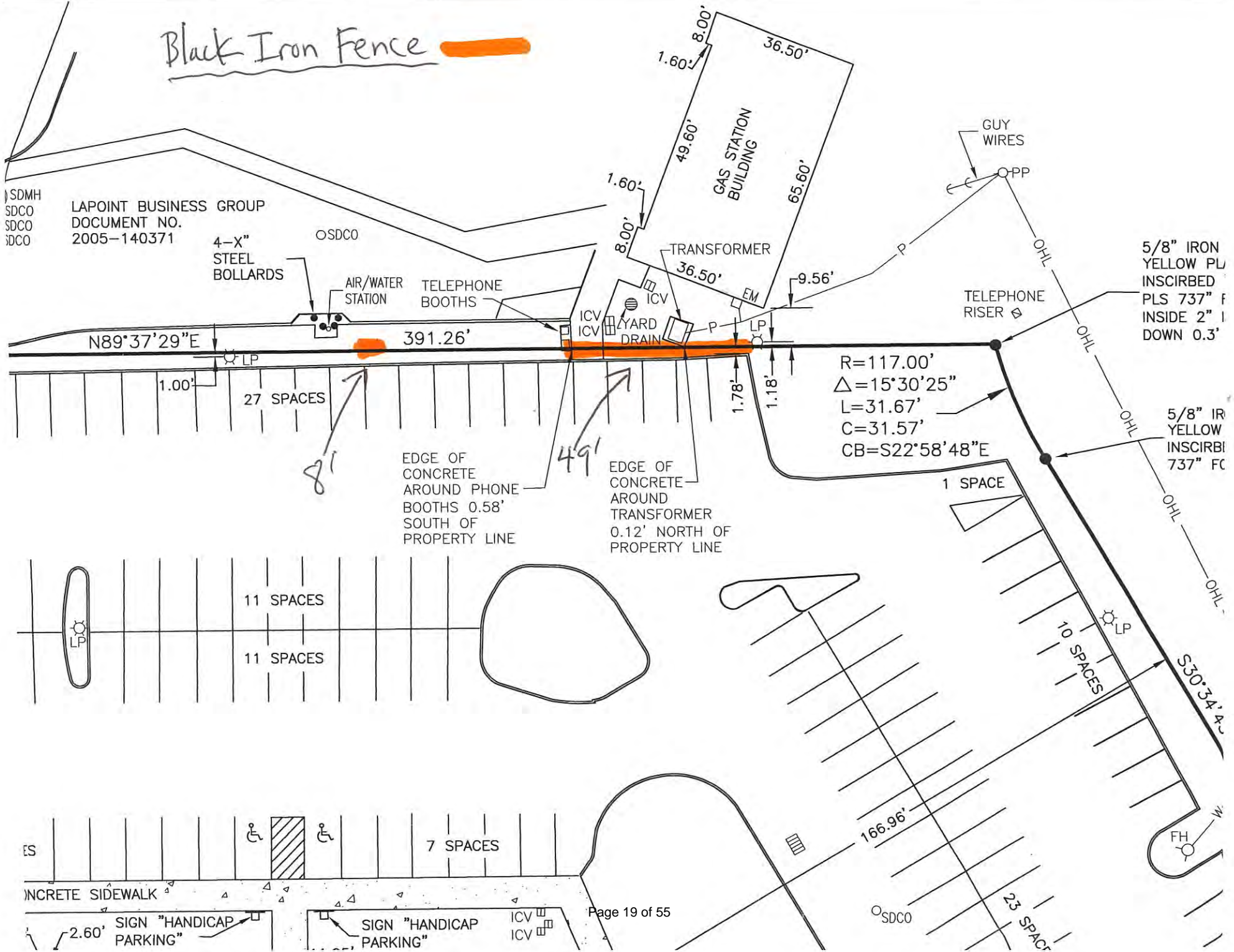
Rev	Date	Changed	By	Material	Spec
01				Mass	147.76 Kg
02				TRV-P-RL-204	
03					
04					
05					
06				Status	Designer
07				Status by	Date
				DIN A3	A000000205
				Scale 1:20	



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Black Iron Fence

SDMH
SDCO
SDCO
SDCO
LAPOINT BUSINESS GROUP
DOCUMENT NO.
2005-140371



To whom it may concern:

This document provides information from LaPoint Business Group LLC (Chevron of Wilsonville) in regards to Holiday Inn of Wilsonville proposed fence between our two properties.

CASE File Number: AR21-0048

Location: 25425 SW 95th Ave Wilsonville Or.

LaPoint Business Group LLC has 3 main concerns regarding the proposed fence by SW 95 LLC & Pointe West Apartments LLC.

1. This proposed fence will block the ADA approved ramp that leads to the City approved and required pedestrian marked pathway between our businesses and 95th Ave public sidewalk. The proposed fence does not provide an alternate safe, ADA compliant, or reasonable direct access to neighboring business or city sidewalk.
2. The proposed fence does not follow agreements between the Carls Jr, Human Bean, Chevron and Holiday Inn, from the 2013 Development Agreement between the City of Wilsonville on the revision of the shared entrance off of 95th Ave.
3. Full details of the length, construction plans, land scaping changes, exact placement, required irrigation changes, maintenance, etc, is not detailed in the proposal. Nor is the new direct pedestrian access point to the city approved pedestrian pathway to 95th Ave.

See all attached files on this email for illustrations and blueprints for the above concerns

Sincerely,

Jason LaPoint

CEO LaPoint Business Group LLC, LB Group LLC, SevenPS LLC.

Cell 971 338 3358

Next Page shows Wilsonville Section 4.154 On-site Pedestrian Access and Circulation.



Section 4.154. On-site Pedestrian Access and Circulation.

(.01) On-site Pedestrian Access and Circulation

- A. The purpose of this section is to implement the pedestrian access and connectivity policies of the Transportation System Plan. It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.
- B. Standards. Development shall conform to all of the following standards:
 - 1. Continuous Pathway System. A pedestrian pathway system shall extend throughout the development site and connect to adjacent sidewalks, and to all future phases of the development, as applicable.
 - 2. Safe, Direct, and Convenient. Pathways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas/playgrounds, and public rights-of-way and crosswalks based on all of the following criteria:
 - a. Pedestrian pathways are designed primarily for pedestrian safety and convenience, meaning they are free from hazards and provide a reasonably smooth and consistent surface.
 - b. The pathway is reasonably direct. A pathway is reasonably direct when it follows a route between destinations that does not involve a significant amount of unnecessary out-of-direction travel.
 - c. The pathway connects to all primary building entrances and is consistent with the Americans with Disabilities Act (ADA) requirements.
 - d. All parking lots larger than three acres in size shall provide an internal bicycle and pedestrian pathway pursuant to Section 4.155(.03)(B.)(3.)(d.).
 - 3. Vehicle/Pathway Separation. Except as required for crosswalks, per subsection 4, below, where a pathway abuts a driveway or street it shall be vertically or horizontally separated from the vehicular lane. For example, a pathway may be vertically raised six inches above the abutting travel lane, or horizontally separated by a row of bollards.
 - 4. Crosswalks. Where a pathway crosses a parking area or driveway, it shall be clearly marked with contrasting paint or paving materials (e.g., pavers, light-color concrete inlay between asphalt, or similar contrast).
 - 5. Pathway Width and Surface. Primary pathways shall be constructed of concrete, asphalt, brick/masonry pavers, or other durable surface, and not less than five (5) feet wide. Secondary pathways and pedestrian trails may have an alternative surface except as otherwise required by the ADA.
 - 6. All pathways shall be clearly marked with appropriate standard signs.

[Added by Ord. #719, 6/17/13]

From: [jlapoint9](#)
To: [Luxhoj, Cindy](#)
Subject: Chevron Wilsonville concerns of CASE file AR21-0048 Holiday Inn proposed fence.
Date: Sunday, November 7, 2021 1:59:53 PM
Attachments: [Concerns on Holiday Inn proposed fence from Chevron of Wilsonville.docx](#)
[ped access between properties 1b.PNG](#)
[carls holiday in chevron agreement entry. 2014.PNG](#)
[carls holiday in chevron site plan agreement 2.PNG](#)
[ped access between properties 1a.PNG](#)

[This email originated outside of the City of Wilsonville]

Attached is a letter describing our 3 main concerns regarding Case File AR21-0048. included is illustrations, site plans, and more.

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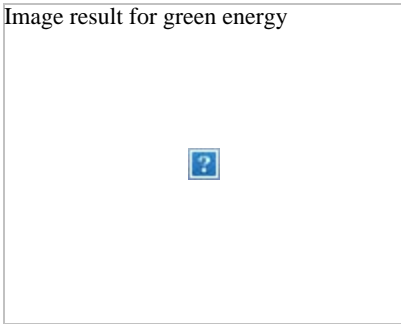
Jason LaPoint
CEO

LaPoint Business Group LLC

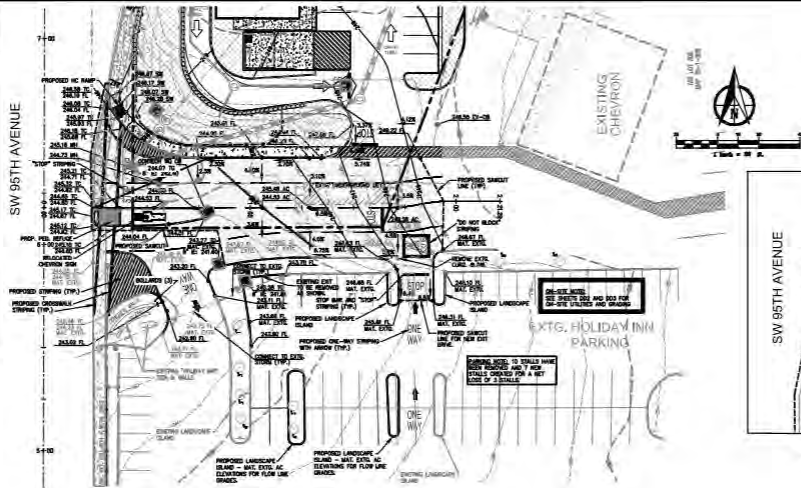
Commercial Sustainable Properties and Retail Investment Group.

"A Leader in GREEN transportation centers"

Image result for green energy

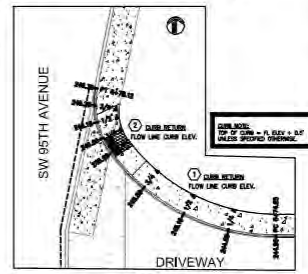


Mobile: 971 338 3358
jlapoint9@gmail.com



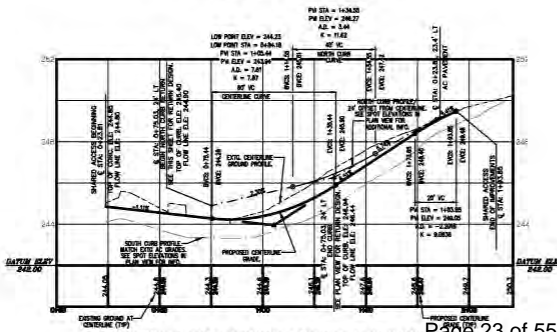
CURB RETURN NO. 1 DATA	
TYPE	SEWER
SIZE	18" DIA
DEPTH	2'-0"
LOCATION	SW 95TH AVENUE
DATE	NOV 2010
BY	XXX
CHKD	XXX

CURB RETURN NO. 2 DATA	
TYPE	SEWER
SIZE	18" DIA
DEPTH	2'-0"
LOCATION	SW 95TH AVENUE
DATE	NOV 2010
BY	XXX
CHKD	XXX



CURB RETURN DATA
SCALE: 1" = 10'

SHARED ACCESS DRIVE - PLAN VIEW
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 2'



SHARED ACCESS DRIVE - CENTER LINE PROFILE
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 2'

LEGEND

1-PIPE UNDER	24	3-SEWER SEWER CLEAN OUT	●
2-SEWER SEWER	⊗	3-CURB SEWER CATCH BASIN	●
3-SEWER CONTROL BOX	⊗	3-STORM SEWER MANHOLE	●
4-MONITORING WELL	⊗	3-24" IN DIA	●
5-SEWER SEWER CLEAN IN	⊗	3-SEWER MANHOLE	●
6-SEWER SEWER MANHOLE	⊗	3-SEWER JUNCTION BOX	●
7-CURB	⊗	3-3" DIA SIGNAL POLE	●
8-CURB LIGHT	⊗	3-3" DIA SIGNAL POLE	●
9-SEWERAGE TRIE WITH SIZE INFO	⊗		
PROPERTY LINE	---		
1-CENTURLINE	---		
2-CURB	---		
3-CASEMENT	---		
4-SEWER LINE	---		
5-SEWER LINE	---		
6-SEWER LINE	---		
7-CURB SEWER LINE	---		
8-SEWERY SEWER LINE	---		
9-MIXED LINE	---		

	PROPOSED CURB		PROPOSED CURB
	PROPOSED CURB		PROPOSED CURB
	PROPOSED CURB		PROPOSED CURB
	PROPOSED CURB		PROPOSED CURB
	PROPOSED CURB		PROPOSED CURB

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 14500 SW 20TH AVENUE
 SUITE 100, BOONVILLE, MO 64616
 TEL: 660-588-9444

MITCHELL ENGINEERS, INC.
 1001 N. GARDNER
 SUITE 100, BOONVILLE, MO 64616
 TEL: 660-588-9444

Wiconville Daves LLC
 1711 EAST MAIN STREET
 BOONVILLE, MO 64616
 TEL: 660-588-9444

Boones Ferry Pointe
 500 NORTH AVENUE
 BOONVILLE, MISSOURI

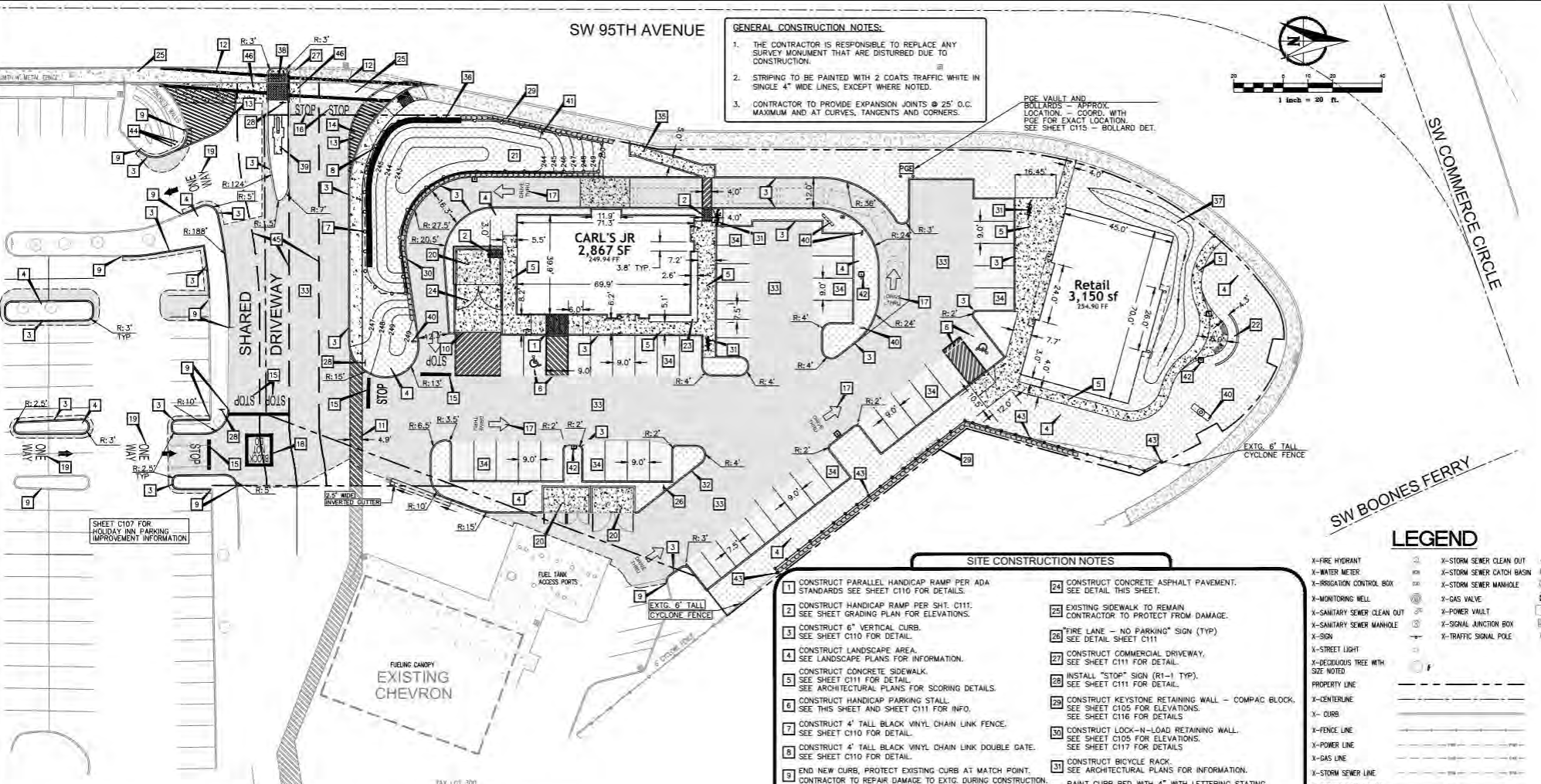
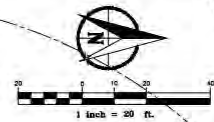
SHARED DRIVEWAY AND PARKING HOLIDAY INN IMPROVEMENTS
 DATE: 11-20-2014
 SHEET NO.: 150

DD4

SW 95TH AVENUE

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE TO REPLACE ANY SURVEY MONUMENT THAT ARE DISTURBED DUE TO CONSTRUCTION.
2. STRIPING TO BE PAINTED WITH 2 COATS TRAFFIC WHITE IN SINGLE 4" WIDE LINES, EXCEPT WHERE NOTED.
3. CONTRACTOR TO PROVIDE EXPANSION JOINTS @ 25' O.C. MAXIMUM AND AT CURVES, TANGENTS AND CORNERS.

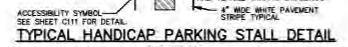
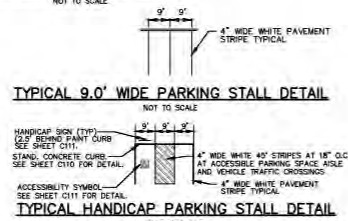
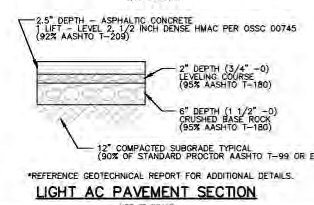
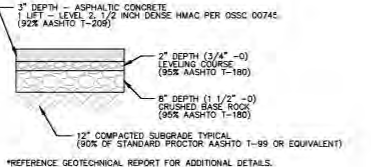
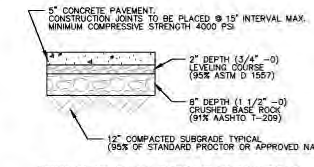


LEGEND

- X-FIRE HYDRANT
- X-WATER METER
- X-IRRIGATION CONTROL BOX
- X-MONITORING WELL
- X-SANITARY SEWER CLEAN OUT
- X-SANITARY SEWER MANHOLE
- X-SIGN
- X-STREET LIGHT
- X-BEDDING TREE WITH SOIL
- PROPERTY LINE
- X-CENTERLINE
- X-CURB
- X-FENCE LINE
- X-POWER LINE
- X-GAS LINE
- X-STORM SEWER LINE
- X-SANITARY SEWER LINE
- X-WATER LINE
- X-STORM SEWER CLEAN OUT
- X-STORM SEWER CATCH BASIN
- X-STORM SEWER MANHOLE
- X-GAS VALVE
- X-POWER VAULT
- X-SIGNAL JUNCTION BOX
- X-TRAFFIC SIGNAL POLE

SITE CONSTRUCTION NOTES

1. CONSTRUCT PARALLEL HANDICAP RAMP PER ADA STANDARDS SEE SHEET C110 FOR DETAILS.
2. CONSTRUCT HANDICAP RAMP PER SHT. C111. SEE SHEET GRADING PLAN FOR ELEVATIONS.
3. CONSTRUCT 6" VERTICAL CURB. SEE SHEET C110 FOR DETAIL.
4. CONSTRUCT LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR INFORMATION. CONSTRUCT CONCRETE SIDEWALK. SEE SHEET C111 FOR DETAIL. SEE ARCHITECTURAL PLANS FOR SCORING DETAILS.
5. CONSTRUCT HANDICAP PARKING STALL. SEE THIS SHEET AND SHEET C111 FOR INFO.
6. CONSTRUCT 4" TALL BLACK VINYL CHAIN LINK FENCE. SEE SHEET C110 FOR DETAIL.
7. CONSTRUCT 4" TALL BLACK VINYL CHAIN LINK DOUBLE GATE. SEE SHEET C110 FOR DETAIL.
8. END NEW CURB, PROTECT EXISTING CURB AT MATCH POINT. CONTRACTOR TO REPAIR DAMAGE TO EXTG. DURING CONSTRUCTION.
10. CONSTRUCT CONCRETE/ASPHALT JOINT.
11. CONSTRUCT CROSSWALK STRIPING - CONNECT TO AND MATCH EXTG. STRIPING.
12. CONSTRUCT CROSSWALK STRIPING - 12" WIDE WHITE THERMOPLASTIC - 6.5" WIDTH BETWEEN STRIPES.
13. TRAFFIC WHITE PAINTED CURB RADIUS STRIPING. (4" WIDE WHITE 48" STRIPING AT 18" O.C.)
14. TRAFFIC WHITE CURB RADIUS STRIPING WITH TRAFFIC BUTTONS. AROUND OUTSIDE RADIUS EDGE ONLY. BUTTONS TO BE 4" ROUND YELLOW REFLECTIVE MARKERS.
15. CONSTRUCT WHITE PAINTED "STOP" AND STOP BAR. SEE SHEET C111 FOR DETAIL.
16. CONSTRUCT WHITE PAINTED "STOP" (NO STOP BAR). SEE SHEET C111 FOR DETAIL.
17. CONSTRUCT WHITE PAINTED "DRIVE THRU" AND ARROW. SEE SHEET C111 FOR DETAIL.
18. CONSTRUCT WHITE PAINTED "DO NOT BLOCK" AND BOX. SEE SHEET C110 FOR DETAIL.
19. CONSTRUCT WHITE PAINTED "ONE WAY" AND ARROW. SEE SHEET C110 FOR DETAIL.
20. TRASH/RECYCLE ENCLOSURE. SEE GRADING AND ARCH. PLANS FOR INFO.
21. CONSTRUCT DETENTION POND PLANTINGS. SEE LANDSCAPE PLANS FOR INFO.
22. RECESSED PLANTER WITH TRENCH DRAINS FOR DRAINAGE. SEE SHEET C108 FOR INFORMATION.
24. CONSTRUCT CONCRETE ASPHALT PAVEMENT. SEE DETAIL THIS SHEET.
25. EXISTING SIDEWALK TO REMAIN. CONTRACTOR TO PROTECT FROM DAMAGE.
26. FIRE LANE - NO PARKING" SIGN (TYP) SEE DETAIL SHEET C111
28. INSTALL "STOP" SIGN (R-11 TYP). SEE SHEET C111 FOR DETAIL.
29. CONSTRUCT KEYSTONE RETAINING WALL - COMPAC BLOCK. SEE SHEET C105 FOR ELEVATIONS. SEE SHEET C116 FOR DETAILS.
30. CONSTRUCT LOCK-N-LOAD RETAINING WALL. SEE SHEET C105 FOR ELEVATIONS. SEE SHEET C117 FOR DETAILS.
31. CONSTRUCT BICYCLE RACK. SEE ARCHITECTURAL PLANS FOR INFORMATION.
32. PAINT CURB RED WITH 4" WITH LETTERING STATING "FIRE LANE - NO PARKING" PER THE UFC. SEE SHEET C111 FOR DETAIL.
33. HEAVY AC PAVEMENT SECTION. SEE DETAIL THIS SHEET.
34. LIGHT AC PAVEMENT SECTION. SEE DETAIL THIS SHEET.
35. CONCRETE ADA SIDEWALK WITH 6" CURBS ON BOTH SIDES. 4" WIDE WALK - CURB TO CURB
36. CLASS 50 RIP RAP. SEE GRADING PLAN FOR INFO.
37. CONSTRUCT SHALLOW DRAINAGE SWALE. SEE GRADING AND LANDSCAPE PLAN FOR INFO.
38. PEDESTRIAN CROSSING REFUGE W/(3) FLEXIBLE 28" TALL TUBULAR MARKERS PER 2009 MUTCD PART 6 - FIG. 6F-7
39. RELOCATE EXTG. CHEVRON DRIVEWAY SIGN TO THIS LOCATION.
40. SITE SIGNAGE. SEE ARCHITECTURAL PLANS FOR INFORMATION.
41. EXTG. STREET SIGN TO REMAIN. REMOVE AND REPLACE AS NECESSARY.
42. SITE LIGHTING (TYP) SEE ARCH. PLAN FOR INFO & EXACT LOCATION.
43. REMOVE AND RELOCATE EXTG. 6" TALL CYCLONE FENCE IN LOCATION SHOW - RECONNECT TO EXTG.
44. INSTALL 3 STANDARD BOLLARDS IN FRONT OF EXISTING WALL - SEE SHT. C110.
45. DRIVEWAY LANE STRIPING - 2 COATS, 4" WIDE TRAFFIC WHITE - 12" WIDE LANE WIDTH TYPICAL.
46. CONSTRUCT DRIVEWAY SIDEWALK - CONSTRUCT PER COMMERCIAL DRIVEWAY DETAIL - SHEET C111



Page 24 of 55

This document and the information disclosed herein (words, ideas, drawings, equipment, color profiles) are the exclusive copyright property of CKE Restaurants, Inc. They are instruments of service for the project only. No part of this document may be made, copied, reproduced or distributed to others without written consent of CKE Restaurants, Inc. 2012

KITTRIDGE ENGINEERS, LLC
 4533 SW 207th Avenue
 Aloha, OR 97070
 TEL: (503) 708-3942

Wilsonville Devco LLC
 c/o Integrated Investment Partners
 Portland, OR 97207
 (503) 465-9000

Boones Ferry Pointe
 SW 95th Ave & Commerce Circle
 Map 35-1-208

SITE PLAN

REVISIONS
 1
 2
 3

STAMP
REGISTERED PROFESSIONAL ENGINEER
 53,750
 OREGON
CKE R. KITTRIDGE
 09/05/03

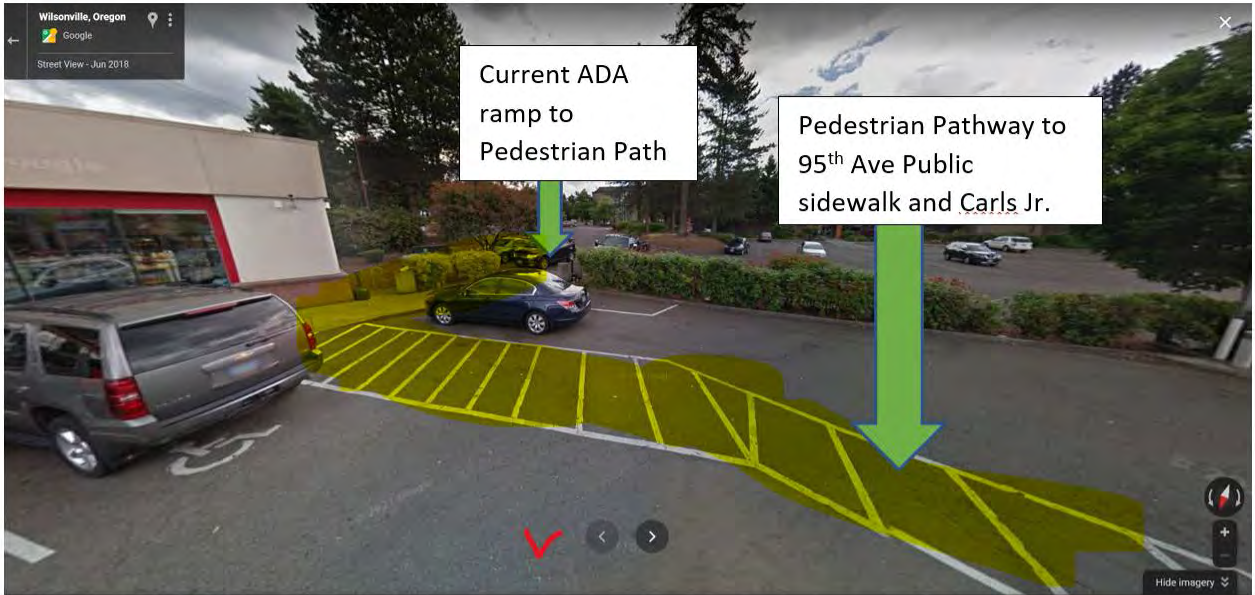
THESE DRAWINGS ARE NOT TO BE CONSTRUCTION SALES PER 1 THE PROVISIONS OF THE REQUIRED BUILDING ACTS

DATE: 03-21-20
 BLDG. SUBMITTAL ①
 DATE: ②
 DATE: ③

BID DATE:
 CKE NO.:
 ARCH. NO.: 1189
 SCALE:
 SHEET

0104

KWKG CONVERSION BASED ON CKE PROTOTYPE VERSION 22-14



Wilsonville, SW 95th...
Takeout • Delivery

Carl's Jr
Delivery

Chevron

Meet me at the
soda fountain
Convenience store

BooneTown
Tap and Grill
Takeout

Holiday Inn Portland - I-5
S (Wilsonville), an IHG
4.1 ★ (937)
3-star hotel

SW Commerce Cir

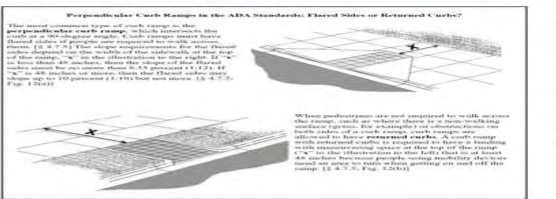
SW Commerce Cir

SW 95th Ave

SW 95th Ave

SW Elligsen Rd

SW Elligsen



Current access to approved ADA Ramp and Pedestrian Pathway required by City.

Pedestrian Pathway

Proposed Barrier Fence

D. Michael Mills, *Lawyer PC*

MICHAEL MILLS
mmlawpc@aol.com

OSB #721698

PO Box 1307
Silverton, Oregon 97381
Phone: (503) 873.7691
Fax: (503) 873.7691

APPEAL OF CLASS II ADMINISTRATIVE DECISION

12-13-21

Hand Delivered and email
Ms. Kimberly Veliz City Recorder
City of Wilsonville
City Hall 2nd Floor
29799 SW Town Center Loop E
Wilsonville Or 97070

RE: CASE FILE AR21-0048

I represent Lapoint Business Group LLC (LBG). Please consider this an appeal from the Class II Administrative Decision dated November 30, 2021. LBG is an “adversely aggrieved” Party because they are signatory to the Development Agreement cited herein.

The reason for the appeal is as follows:

1. The Administrative Decision was made outside of the scope of the Planning Directors authority to both give notice of an administrative action and the approval of application. The final decision purported to change provisions of a Development Agreement (DA) that is signed by the City, LBG and others.

In the Notice of Proposed Administrative Action it states that the purpose of the Notice is “considering approval of the proposed revisions to a previously approved site development plan.”

However at §6.2 of the DA it provides that “no amendment, change or modification of the Development Agreement shall be valid unless in writing and signed by the Parties hereto.”

“The Parties hereto” include my client, and they objected to and do not approve of the application or decision.

The City of Wilsonville Code §4.023 does not give the authority to the Planning Director to make changes, modifications or revisions to the signed DA.

The DA is a document that affects the rights of its signators. It is recorded with the County and runs with the land. It cannot be changed by a unilateral Class II Administrative Decision without the written approval of all Parties.



2. The decision made was outside of the scope of authority of the Owner/Applicant to request, and the City of Wilsonville's authority to subsequently approve the application.

3. The approval of the fence is a material change to the terms of the DA, and Lapoint Business Group LLC has not consented to that change. Moreover, the Owner/Applicant Holiday Inn is in violation of that Agreement by pursuing it

4. The location of the proposed fence will materially change access and travel points within the area covered by the DA, and will not allow compliance for pedestrian access as required by City of Wilsonville Code. §4.154.

4.1 This proposed fence will block the ADA approved ramp that leads to the City approved and required pedestrian marked pathway between signatory businesses and 95th Ave public sidewalk. The proposed fence does not provide an alternate safe, ADA compliant, or reasonable direct access to neighboring business or city sidewalk

4.2. Full details of the length, construction plans, land scaping changes, exact placement, required irrigation changes, maintenance, etc, is not detailed in the proposal. Nor is the new direct pedestrian access point to the city approved pedestrian pathway to 95th Ave.

4.3 The proposed fence does not follow agreements between the Carls Jr, Human Bean, Chevron and Holiday Inn, from the 2013 Development Agreement between the City of Wilsonville on the revision of the shared entrance off of 95th Ave.

LBG designates on appeal all information supplied to the City during the consideration of the Decision.

REQUEST TO MEDIATE

As per §6.15.1 of the DA, if this appeal is denied, Lapoint Business Group LLC gives notice of their Request to Mediate the dispute to The City of Wilsonville and WHI Hotel LLC

Please feel free to contact me with any questions or concerns.

Thank you.

Sincerely,

 S/ *Michael Mills*

Michael Mills

OSB #721698

π



29799 SW Town Center Loop E, Wilsonville, OR 97070
 Phone: 503.682.4960 Fax: 503.682.7025
 Web: www.ci.wilsonville.or.us

**Planning Division
 Development Permit Application**

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

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

Pre-Application Meeting Date: _____

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

Applicant:

Name: LAPOINT BUSINESS GROUP LLC
 Company: _____
 Mailing Address: 25410 SW 95TH AVE
 City, State, Zip: WILSONVILLE OR 97070
 Phone: 503-720-0341 Fax: N/A
 E-mail: garrylapoint@outlook.com

Authorized Representative:

Name: MICHAEL MILLS
 Company: D. MICHAEL MILLS LAWYER PC
 Mailing Address: PO BOX 1307
 City, State, Zip: SILVERTON OR 97381
 Phone: 503-510-0748 Fax: N/A
 E-mail: mmlawpc@aol.com

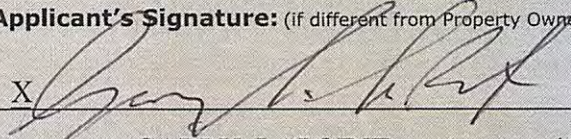
Property Owner:

Name: SW 95 LLC & Pointe West Apartments LLC
 Company: _____
 Mailing Address: 25425 SW 95TH AVE
 City, State, Zip: WILSONVILLE OR 97070
 Phone: UNKNOWN TO APPLICANT Fax: UNKNOWN
 E-mail: UNKNOWN TO APPLICANT

Property Owner's Signature:

Printed Name: _____ Date: _____

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

X 
 Printed Name: GARRY LAPOINT Date: 12-14-21

Site Location and Description:

Project Address if Available: 25425 SW 95" Ave Suite/Unit _____
 Project Location: WILSONVILLE OREGON 97070
 Tax Map #(s): _____ Tax Lot #(s): TAX LOT 501 County: Washington Clackamas

Request:

APPLICATION FOR APPEAL OF CASE FILE AR21-0048

PLEASE ATTACH THIS FORM TO APPEAL AND PROCESS FOR APPEAL

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

Residential Commercial Industrial Other: _____

Application Type(s):

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

From: Sungmin Park <sungmin.park.mba@gmail.com>
Sent: Thursday, December 30, 2021 9:28 AM
To: Bradford, Philip
Subject: Comments - Case File AR21-0048
Attachments: HI Entrance1 20211223_092721.jpg; HI trucks parked1.jpeg; HI trucks parked2.jpeg

[This email originated outside of the City of Wilsonville]

To: Development Review Board Members

From: Sungmin Park

I want to personally express my support for the proposed fence between the Chevron and Holiday Inn properties for the following reasons:

1. There is no development agreement or any other agreement that does not specifically permit a fence or barrier between the two properties.
2. There are no handicap access issues in the location where the fence is proposed.
3. The owners and staff of the Chevron station do nothing to alleviate the issues caused by their patrons. In fact, until recently, the Chevron employees were parking in the hotel parking lot every time they came to work.

Reasons why the fence is necessary to lesson Issues caused by the Chevron station patrons:

1. Illegal parking - Chevron customers and staff are parking on the hotel property more than they are parking on the Chevron side. Moreover, Chevron customers with trucks and trailers are parking on the hotel side without any regard to parking lot lines causing constant danger to hotel guests traversing through the parking lot to exit and enter.
2. Garbage from Chevron customers - Hotel staff have to clean up gum, wrappers, beer cans and bottles more than twice a day to keep the hotel parking lot relatively clean. It is a constant eye-sore and hurts the hotel's reputation for cleanliness.
3. Heavy trucks and trailers damage hotel property - Every morning, lunch time and end of work day, large numbers of heavy trucks and trailers rush into the hotel parking lot because of easily parking and easy access to Chevron's convenience store. In the process, they are damaging curbs and landscaped areas by running over curbed islands. They have hit signage, knocked off post lamps, busted out curbs, and made potholes in the asphalt, just to name a few. Moreover, their disregard for speed and other pedestrians make it dangerous to be out in the hotel parking lot. Hotel guests complain of almost getting hit by big trucks and having trucks block their cars. Guests also complain of feeling unsafe walking thru the parking lot with big trucks speeding so often.
4. The alcohol sold at the Chevron convenience store also attracts the homeless and unsightly vagabonds into the hotel property. The hotel has experienced numerous car break-ins and drunkards roaming into the hotel or camping out on the hotel property. As a result, guests have

complained about the unsafe conditions at the hotel parking lot. There are "homeless" people occupying the "smoking area" shelter and building parameters getting all their food and alcohol supplies from the Chevron. Due to the convenient access to the Chevron station, it makes it easy for such people to buy their goods there and then roam into the hotel area to take their meals or drink.

With a fence, the easy access to the Chevron station from the hotel can be eliminated and much of these issues can be reduced significantly. Attached are pictures that can testify to how uncontrollable this situation has become. Despite the hotel staff reaching out to the Chevron station multiple times for a solution and despite the fact the hotel has warned the Chevron station ownership about putting up a fence unless they can work with the hotel for a solution, the Chevron station ownership has done nothing to resolve the hotel's pleas.

Thank you for your attention to this horrible situation which is constantly affecting the hotel business and damaging the hotel property.

Note: Unfortunately, I could not attach all my pictures to this email due to the limited capacity of the email. I will bring more photos to the hearing for your review.

Sungmin Park
916-826-3007

This communication (including any attachments) contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the communication. If you have received the communication in error, please advise the sender by reply e-mail and delete the communication. Nothing in this communication should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document.









01738562201200681010210219

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



Ejw

After recording, return to:
City Recorder
City of Wilsonville
29799 SW Town Center Loop E.
Wilsonville OR 97070

DEVELOPMENT AGREEMENT

This Development Agreement is entered into by and between the City of Wilsonville ("City"), Wilsonville Devco LLC, an Oregon limited liability company ("Developer"), and two neighboring impacted businesses, LaPoint Business Group, LLC, an Oregon limited liability company, operating a Chevron gasoline station and a convenience store ("LaPoint"), and WHI Hotel, LLC, an Oregon limited liability company operating as a Holiday Inn hotel ("Holiday Inn"). The effective date of this Development Agreement is July ^{19th} 3, 2012 ("Effective Date"). All of the foregoing parties are referred to collectively as the "Parties" and in the singular as a "Party." "Shared Driveway Parties" are all of the Parties listed above, excluding the City.

RECITALS

- A. Developer proposes to construct a Carl's Jr. fast food restaurant and other yet to be determined retail ("Development") on its property located adjacent to the Holiday Inn and LaPoint businesses ("Developer Property"). The locations of the LaPoint property, Holiday Inn property, and Developer Property are legally described and depicted on the map attached hereto as **Exhibit A**, and are collectively referred to as the "Neighboring Properties."
- B. The proposed Development is located adjacent to 95th Avenue in Wilsonville, Oregon and would be accessed via 95th Avenue. The Neighboring Properties, including the Developer Property, share a common driveway ("Shared Driveway") that allows for access to 95th Avenue.
- C. The City intends to make certain improvements to 95th Avenue this summer ("Roadway Improvements"), whether or not this Development Agreement is entered into. Based on a traffic study recently conducted for the City by DKS Associates in conjunction with the proposed Development, dated May 2012, DKS, Developer, and the City have discussed a driveway configuration requiring certain enhancements and modifications be made to the proposed Roadway Improvements in order to better serve the proposed Development ("Enhanced Roadway Improvements"). The proposed Enhanced Roadway Improvements will cost the City approximately Forty Thousand Dollars to Sixty Thousand Dollars (\$40,000-\$60,000) more than the current scope of work for the Roadway Improvements.

- D. The City is willing to make the Enhanced Roadway Improvements in consideration for Developer making certain on-site improvements to the Neighboring Properties in order to help relieve congestion on the Shared Driveway and to make the traffic flow more smoothly to and from 95th Avenue (“Developer Improvements”). In consideration of the City making the Enhanced Roadway Improvements, Developer has agreed to make the Developer Improvements, more particularly described in **Section III** below.
- E. Holiday Inn and LaPoint support the Enhanced Roadway Improvements and Developer Improvements and agree to fully cooperate with the City and Developer in the construction of the Enhanced Roadway Improvements and Developer Improvements.
- F. Developer will be solely responsible for all costs associated with the Developer Improvements.

AGREEMENT

In consideration of the foregoing Recitals, and incorporating all of the above Recitals by reference in this Development Agreement as if fully set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the above-named Parties agree as follows:

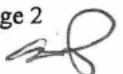
I. NEW DEVELOPMENT

Developer intends to construct a retail development on Developer’s Property, which may contain a Carl’s Jr. fast food restaurant and other retail stores. Nothing in this Development Agreement ensures that Developer’s proposed development will be approved by the City. Developer will be required to go through all application and permitting processes required by the City for commercial development and to pay all fees required by the City to be paid for such commercial development in order to obtain approval to move forward with Developer’s proposed Development (“Development Approval”). Nothing contained herein is a guarantee that Development Approval will be granted by the City.

II. CITY’S ENHANCED ROADWAY IMPROVEMENTS (City Obligations)

In consideration for Developer making the Developer Improvements, described in **Section III**, the City agrees to make the Enhanced Roadway Improvements generally depicted on **Exhibit B** and generally described as follows:

- Install a concrete sidewalk along the length of the Shared Driveway adjacent to 95th Avenue in the right-of-way.
- Bring storm manhole in right-of-way to grade.
- Install curb along northeast return of the Shared Driveway and 95th Avenue.
- Install concrete commercial Shared Driveway for access to 95th Avenue that lies within right-of-way north of the existing driveway back of curb;



- Transition existing sidewalk north of and adjacent to access drive to meet grades of new concrete driveway.
- Paint and maintain an approximately 50 foot “DO NOT BLOCK DRIVEWAY” signage on 95th Avenue at the inbound and outbound lanes, using eight inch or larger lettering.
- Allow one (1) inbound and two (2) outbound lanes of traffic into the Shared Driveway area at 95th Avenue within the right-of-way. (First 20 feet is one-way inbound and then converts to two lanes within the Shared Driveway.)
- Provide required legal notice to the Parties with respect to any changes being made to their access to 95th Avenue and an opportunity for the Parties to provide comments, understanding the Oregon Department of Transportation has the final authority with respect to any roadway modifications.
- City to stripe egress within the right-of-way.

III. DEVELOPER IMPROVEMENTS (Developer Obligations)

In consideration of the City’s installation of the above-described Enhanced Roadway Improvements, Developer agrees to make the Developer Improvements generally depicted on **Exhibit B** and generally described as follows:

- Remove and install curb, gutter, and storm facilities, as necessary, to close the existing Holiday Inn egress to the Shared Driveway and create a new egress. The new egress shall include a driveway that is 16.6 feet wide and Developer shall place “Do Not Block” signage across twelve feet of space in front of the driveway so that cars in the stacking lane do not block Holiday Inn’s egress driveway, as depicted on **Exhibit B**.
- Widen the existing Holiday Inn ingress from the Shared Driveway by approximately 5 feet by removing and installing the curb surrounding the Holiday Inn sign and replacing with crushed rock base and asphalt drive.
- Remove a parking stall island and existing tree on Holiday Inn property and replace with asphalt parking with section matching existing parking lot section.
- Add a parking stall island on Holiday Inn property.
- Narrow parking stall island on Holiday Inn property by removing and installing curb and asphalt.
- Remove the median island in the Shared Driveway and install asphalt.
- Install an entry landscape island and a pedestrian refuge island in the middle of the relocated portion of the Shared Driveway.
- Widen the Shared Driveway to four (4) lanes.
- Stripe the Shared Driveway to four (4) lanes, excepting the Shared Driveway entrance (right-of-way), which will be striped to three (3) lanes to discourage travel.
- Remove curb along LaPoint’s western property line and install asphalt, as depicted on **Exhibit B**.
- Install stop bars and signs at Developer Property egress to the Shared Driveway and at Holiday Inn egress to the Shared Driveway, as depicted on **Exhibit B**.
- Provide construction easement to the City in order to allow the City to install NE curb return of Shared Driveway, to 95th, and for sidewalk transition and driveway construction.

- Adjust manholes and area inlets in the Shared Driveway to grade.
- All construction within the Shared Driveway or on Holiday Inn property shall be of the same standard as existing construction.
- Relocate Chevron sign and security cameras to either the Landscape Entry Island, centered North/South but as close to the right-of-way as LaPoint wishes to place the signage, as long as it does not overhang the right-of-way, including the sidewalk or, in the alternative, to be located on the southwest corner of Developer's Property next to or within the detention pond location to be agreed upon between Developer and LaPoint and as close to the right-of-way as LaPoint wishes to place the signage, as long as it does not overhang the right-of-way, including the sidewalk. If sign is relocated to Developer's Property, Developer shall provide LaPoint with a sign, access and maintenance easement. LaPoint will seek approval from Chevron to enter into a shared signage agreement with Developer for Developer's proposed fast food sign.
- If a shared signage agreement is entered into between Developer and LaPoint/Chevron, each party will be responsible for the maintenance of their own signage and will share in the maintenance cost or replacement of the pole equally, if any.
- Agreements between LaPoint and Developer, to be agreed upon in terms of markings and placement in order to dedicate the right-hand ingress lane for use as a stacking area for LaPoint gasoline station customers. LaPoint reserves the right to install reflective buttons or flexisticks to further identify the stacking area if gasoline station traffic later warrants, at LaPoint's sole cost and expense.
- Provide Holiday Inn a non-exclusive easement for egress over Developer's property located within the Shared Driveway.
- Preparation of **Exhibit B**, to this Development Agreement, as approved by all Parties and as attached hereto.
- Share one third of the cost of annual maintenance of all striping and signage painted within the boundary of the Shared Driveway.
- Provide an easement for and allow LaPoint to construct a trash enclosure and recycling area on Developer's property, adjacent to the proposed trash enclosure on Developer's eastern property line. LaPoint's trash enclosure must be constructed with like kind materials, craftsmanship and resemble the same aesthetic look as Developer's trash enclosure.
- Developer and LaPoint have agreed to amend the existing easement agreement by vacating a portion of Developer's easement over LaPoint's property in exchange for LaPoint granting Developer a reciprocal cross-easement on Developer's eastern property line and LaPoint's western property line for curb cuts between the properties and LaPoint's access to trash enclosure on Developer's Property, as illustrated on **Exhibit C** attached hereto. The amended easement agreement will be part of a separate agreement between Developer and LaPoint.
- Developer will include LaPoint's trash enclosure as part of Developer's plans for the purpose of DRB review and permit approval. The cost of the trash enclosure permit and construction will be at LaPoint's sole cost and expense.

The foregoing Developer Improvements shall be made at Developer's sole expense and are agreed to be a reasonable and agreed upon exchange for the Enhanced Roadway Improvements that the City has agreed to make in order to improve traffic flow to and from the Neighboring

Properties onto 95th Avenue. The foregoing Developer Improvements must be completed, inspected by the City, and deemed complete by the City before the City will issue any temporary occupancy permits to Developer, assuming Development Approval. In addition, regardless of whether Development Approval by the City is granted or denied, Developer will be legally obligated to make the Developer Improvements set forth herein, unless the City agrees otherwise, in its sole discretion to release Developer from any or all of the foregoing obligations, because the City will be constructing the Enhanced Roadway Improvements in consideration of and in reliance upon this Development Agreement, including Developer's agreement to make the Developer Improvements in exchange for the Enhanced Roadway Improvements. Developer's obligations hereunder will therefore run with the land and this Agreement will be recorded against all of the Neighboring Properties.

IV. LAPOINT AGREEMENT (LaPoint Obligations)

In consideration for the City's installation of the above-described Enhanced Roadway Improvements and Developer's construction of the Developer Improvements, both as generally described herein and generally depicted on **Exhibit B**, LaPoint agrees to allow the following with respect to its property, as also generally depicted on **Exhibit B**:

- Allow the current Chevron sign and light pole with security cameras to be relocated as described in Section III above.
- Cooperate with Developer in making all of the required improvements to the Shared Driveway, at Developer's cost, as provided for in Section III and as depicted on **Exhibit B**.
- Allow the Holiday Inn egress driveway portion of its easement to be relocated to the location on LaPoint property, as described above and as depicted on **Exhibit B**.
- Allow pavement signage to be installed by Developer across a twelve-foot area directly in front of the new egress driveway reading DO NOT BLOCK.
- Provide construction easement to allow construction of private ingress and egress improvements, as depicted on **Exhibit B**.
- Share one third of the cost of annual maintenance of all striping and signage painted within the boundary of the Shared Driveway.
- Pay all of the costs associated with the installation and maintenance of any reflective buttons or flexisticks to identify the stacking area.

Except for installation and maintenance of reflective buttons or flexisticks, which shall be LaPoint's responsibility, all of the foregoing work described in this Section IV will be done by Developer, at Developer's cost. LaPoint and Developer will work cooperatively with respect to timing of the foregoing removals and installations.

V. HOLIDAY INN AGREEMENT (Holiday Inn Obligations)

In consideration for the City's installation of the above-described Enhanced Roadway Improvements and Developer's construction of the Developer Improvements, both as generally described herein and generally depicted on **Exhibit B**, Holiday Inn agrees to allow the following with respect to its property, as also generally depicted on **Exhibit B**:

- Allow its current egress driveway to the Shared Driveway to be vacated and permanently closed and replaced by Developer, at Developer's cost and expense, with a new egress. The new egress shall include a driveway that is 16.6 feet wide, as depicted on **Exhibit B**.
- Relinquish three (3) parking spaces to accommodate the Developer Improvements, including relocation of Holiday Inn's easement to egress.
- Allow its existing ingress to be widened by approximately 5 feet in order to better accommodate trucks access.
- Restripe its parking stalls, as needed, at Holiday Inn's expense.
- Provide construction easement to allow construction of private ingress and egress improvements, as depicted on **Exhibit B**.
- Share one third of the cost of annual maintenance of all striping and signage painted within the boundary of the Shared Driveway.

Except for stall restriping (which shall be Holiday Inn's responsibility), all of the foregoing work described in this Section V will be done by Developer, at Developer's cost and expense. Holiday Inn and Developer will work cooperatively with respect to timing of the foregoing improvements.

VI. Obligations of All Shared Driveway Parties

All Shared Driveway Parties will use good faith reasonable efforts not to unreasonably interfere with or impede Shared Driveway usage. Developer and Holiday Inn agree that the right ingress lane will be used primarily by LaPoint as a stacking lane for gasoline station customers. The left ingress lane shall be used primarily by customers of Developer's Property and LaPoint's C-Store customers, vendors, diesel pumps and fuel deliveries. Holiday Inn recognizes and agrees that the egress driveway across the LaPoint property may occasionally be temporarily blocked by fuel trucks, RV's, delivery trucks, or large trucks with trailers from time-to-time entering the site, however, such blockage will be short term as the vehicles maneuver into place as the egress driveway crosses over the stacking lane. An area twelve feet (12 ft) in width will be clearly marked with DO NOT BLOCK letters painted on the pavement. LaPoint will use reasonable good faith efforts to monitor public compliance with this signage and require customers to move out of the DO NOT BLOCK area but Holiday Inn recognizes and agrees that at times a customer may fail to abide by the signage and LaPoint shall not have liability for such blockage. Holiday Inn customers will not be allowed to cut into the stacking lane and if such customers wish to get gasoline, they will be required to circle around to the end of the stacking lane. Developer and LaPoint may make minor revisions to striping, signage and traffic flow within the Shared Driveway area as they agree as long as such minor revisions do not impact traffic coming to or from 95th Avenue, do not impede the Holiday Inn ingress or egress, are not in violation of Development Review Board conditions of approval, and are in compliance with City permit



requirements. Redirection of traffic that could create a negative impact on traffic flow to and from 95th Avenue must be approved, in writing by the City, in accordance with City permitting requirements. The Parties agree that except as modified hereby, all ingress, egress and common area easements and other agreements between some or all of the Parties with respect to or relating to use of the Shared Driveway and Neighboring Properties shall remain in place (collectively "Shared Driveway/Neighboring Property Agreements"). Wherever those Shared Driveway/Neighboring Property Agreements directly conflict with the provisions of this Development Agreement, this Development Agreement will control.

VI. MISCELLANEOUS PROVISIONS

Section 6.1 – Further Assurances

Each Party shall execute and deliver any and all additional drawings, specifications, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith to carry out the intent of the Parties hereto. Developer understands and agrees that no occupancy permit will be granted for the Development until the Developer Improvements have been completed and approved by the City as meeting the requirements set forth herein.

Section 6.2 – Modification or Amendment

No amendment, change, or modification of this Development Agreement shall be valid unless in writing and signed by the Parties hereto.

Section 6.3 – Relationship

Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between the Parties.

Section 6.4 – Maintenance

Nothing contained herein is intended to address anything concerning maintenance of the Shared Driveway. Maintenance is an issue to be negotiated between the owners of the Neighboring Properties who use the Shared Driveway.

Section 6.5 – Burden and Benefit

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

Section 6.6 – No Continuing Waiver

The waiver of any Party of any breach of this Development Agreement shall not operate or be construed to be a waiver of any subsequent breach.



Section 6.7 – Applicable Law

This Development Agreement shall be governed by and construed under the laws of the State of Oregon. Jurisdiction is in Clackamas County, Oregon.

Section 6.8 – Legal Fees

If any Party commences legal proceedings, including arbitration, mediation, or bankruptcy, for any relief against any other Party arising out of or related to this Development Agreement, or the breach thereof, the losing Party shall pay the prevailing Party's legal costs and expenses, including, but not limited to, arbitration costs, reasonable attorneys' fees, and expert witness fees, as determined by the court or the arbitrator at the trial level or on any appeal.

Section 6.9 – Time of Essence

Time is expressly declared to be of the essence of this Development Agreement.

Section 6.10 – Notices

All notices, demands, consents, approvals, and other communications which are required or desired to be given by any Party to each other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such Party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three (3) days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: City of Wilsonville
Attn: City Engineer
29799 SW Town Center Loop East
Wilsonville OR 97070

To Developer: Wilsonville Devco, LLC
Attn: Josh Veentjer, Managing Member
4188 SW Greenleaf Drive
Portland OR 97221

To LaPoint: LaPoint Business Group, LLC
Attn: Garry L. LaPoint, Registered Agent
850 Lawson Ave
Woodburn OR 97071

To Holiday Inn: Holiday Inn, Portland South Hotel & Convention Ctr.
 Attn: General Manager
 25425 SW 95th Ave
 Wilsonville OR 97070

Section 6.11 – Rights Cumulative

All rights, remedies, powers, and privileges conferred under this Development Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

Section 6.12 – Counterparts

This Development Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Section 6.13 – No Third-Party Beneficiaries and No Assignment

None of the duties and obligations of any Party under this Development Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the Parties hereto or their respective heirs, successors and assigns.

Section 6.14 – Obligations Run with Land

This Development Agreement shall run with the land and be binding upon any successors and assigns of any of the Parties hereto.

Section 6.15 – Dispute Resolution

6.15.1 Mediation. All disputes arising out of this Development Agreement shall first be submitted to mediation. Any Party desiring mediation shall provide the other Parties with a written notice (the “Request to Mediate”), which shall set forth the nature of the dispute. The Parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the Parties, in the Parties’ sole discretion, within twenty (20) days from the date of the Request to Mediate, or such longer time frame as may be agreed upon in writing by the Parties, any Party may make demand for arbitration pursuant to the following paragraph.

6.15.2 Arbitration or Litigation. Any dispute arising under this Development Agreement which is not resolved through mediation, may be submitted by any Party to arbitration, to be conducted in Wilsonville, Oregon before a single arbitrator selected by mutual agreement of the Parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the

Parties are unable to mutually select an arbitrator within twenty (20) days, then any Party may file an action in Clackamas County Circuit Court in lieu of arbitration and there will be no obligation to arbitrate. If arbitrated, judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

Section 6.16 – Representations and Warranties

Each of the Parties hereto represents and warrants that he/she is the authorized representative of the owners of each respective Neighboring Property and hereby warrants full authority to enter into this Agreement and bind all persons with ownership interest in the respective properties. The Parties signing below also hereby warrant that entry into this Development Agreement and the enforcement of its terms will not violate any loan covenants or other agreements pertaining to any of the land or improvements impacted hereby.

Section 6.17 – Legal Review

All of the Parties to this Development Agreement hereby affirm that they have been represented in the negotiation hereof by their own independent legal counsel who have reviewed this Development Agreement and advised their respective client concerning the same. Therefore it shall be interpreted accordingly and shall not be construed against the drafter. Any revisions that the Shared Driveway Parties wish to make to their respective easements not otherwise covered by this Development Agreement will be negotiated between them and the City will not be a party thereto.

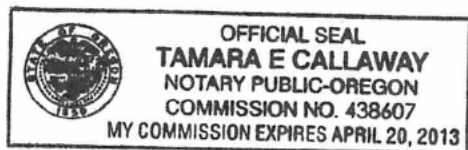
IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the day and year first written above.

WILSONVILLE DEVCO, LLC
an Oregon limited liability company

By: [Signature]
Josh Veentjer
As Its: Managing Member

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on August 3, 2012,
by Josh Veentjer, as Managing Member of
Wilsonville Devco, LLC.



Tamara E. Callaway
Notary Public – State of Oregon

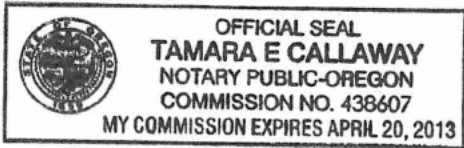
[Handwritten initials]

LAPOINT BUSINESS GROUP, LLC,
an Oregon limited liability company

By: [Signature]
Garry L. LaPoint
As Its: Active Member

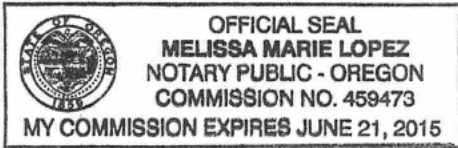
STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on August 3, 2012,
by Garry L. LaPoint, as Active Member of
LaPoint Business Group, LLC.



[Signature]
Notary Public - State of Oregon

WHI HOTEL, LLC,
an Oregon limited liability company



By: [Signature]
Sungmin Park
As Its: Owner

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on 07/27/12, 2012,
by Sung-min Park, as OWNER of
WHI Hotel, LLC.

[Signature]
Notary Public - State of Oregon
[Signature]

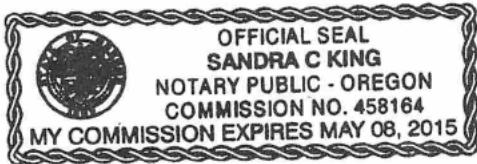
CITY OF WILSONVILLE,
an Oregon municipal corporation

By: *Bryan A Cosgrove*
Bryan Cosgrove
As Its: City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on August 6, 2012,
by Bryan Cosgrove, as the City Manager of the City of Wilsonville.

Sandra C. King
Notary Public – State of Oregon



carl's jr/development agr

BOONES FERRY ROAD (OR141)

95th AVENUE

WILSONVILLE
DEVCO,
L.L.C.

LAPOINT
BUSINESS
GROUP L.L.C.

WILSONVILLE HOLIDAY
PARTNERS, LLC

EXHIBIT A

EXHIBIT "A"

A tract of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, in the Southeast one-quarter of Section 2, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Washington and State of Oregon, being further described as follows:

Commencing at the Southeast corner of Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, recorded in Book 31 at Page 14 in the Plat Records of Washington County, Oregon; thence South 89°38'33" West, along the South line of said Lot 7, a distance of 379.33 feet to a point 12.00 feet East of the East line of Parcel I as described in Deed from John Q. Hammons to the State of Oregon, by and through its Department of Transportation, Document No. 95-027726, recorded April 21, 1995 (hereinafter referred to as "ODOT"); thence North 00°09'24" East parallel to said East line, 18.00 feet to the true point of beginning; thence continuing North 00°09'24" East along said Easterly line, 341.16 feet; thence along the arc of a 116.16 foot radius curve to the right, through a central angle of 48°43'29", an arc length of 98.78 feet, the chord of which bears North 24°31'08" East, 95.83 feet; thence along the arc of a 45.00 foot radius curve to the right, through a central angle of 67°23'57", an arc length of 52.94 feet, the chord of which bears North 82°35'16" East 49.94 feet; thence along the arc of a 100.00 foot radius curve to the right, through a central angle of 37°13'18", an arc length of 64.96 feet, the chord of which bears South 45°05'58" East, 63.83 feet to a point on the Westerly line of Boones Ferry Road as described in said "ODOT" Deed; thence along the said Westerly line along the arc of a tangent 595.65 foot radius reverse curve to the left, the radius bears North 63°30'41" East, through a central angle of 02°45'38", an arc length of 28.70 feet, the chord of which bears South 27°52'08" East 28.70 feet; thence non-tangent South 15°09'35" West 83.41 feet; thence South 38°02'13" East, 122.78 feet; thence leaving said Westerly line, South 51°57'47" West, 20.00 feet; thence South 20°40'49" West, 186.07 feet to a point that is 18.00 feet measured at right angles from the South line of said Lot 7; thence parallel to said South line of Lot 7, South 89°38'33" West 121.22 feet to the true point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the City of Wilsonville for right-of-way purposes in Warranty Deed recorded November 23, 2009 as Fee No. 2009-102082, Washington County Deed Records.

EXHIBIT "A"

PARCEL I:

A parcel of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, in the South one-half Section 2, Township 3 South, Range 1 West, of the Willamette Meridian, in the City of Wilsonville, County of Washington and State of Oregon, being further described as follows:

Commencing at the Southeast corner of said Lot 7; thence South 89°38'33" West, along the South line of said lot, a distance of 391.33 feet to the East line of Parcel I in Deed from John Q. Hammons, to the State of Oregon, by and through its Department of Transportation (herein after referred to as "ODOT"); thence North 00°09'24" East, along said "ODOT" Deed, a distance of 359.27 feet; thence continuing along said "ODOT" Deed, along the arc of a curve to the right, said curve having a radius of 128.16 feet, arc length of 140.62 feet, central angle of 062°51'50", a chord bearing of North 31°35'19" East, a chord length of 133.67 feet to the intersection with the South line of SW Commerce Circle as dedicated in the plat of EDWARDS BUSINESS INDUSTRIAL PARK; thence non-tangent North 70°34'24" East, along said street, a distance of 20.97 feet, and along the arc of a curve to the right, said curve having a radius 25.00 feet, arc length of 32.72 feet, central angle of 074°59'06", a chord bearing of South 71°56'03" East, and a chord length of 30.43 feet to the intersection with the West line of Boones Ferry as described in said "ODOT" Deed; thence along said "ODOT" Deed, along the arc of a non-tangent curve to the left, said curve having a radius of 1,001.93 feet, arc length of 12.00 feet, central angle of 000°41'10", a chord bearing of South 24°13'24" East, and a chord length of 12.00 feet to the intersection with the East line of said Lot 7; thence along the East line of said Lot 7, along the arc of a non-tangent curve to the left, said curve having a radius of 595.65 feet, arc length of 85.44 feet, central angle of 008°13'06", a chord bearing of South 25°08'24" East, and a chord length of 85.36 feet to the Westerly line of Boones Ferry Road as described in said "ODOT" Deed; thence non-tangent, along said Westerly line South 15°09'35" West, a distance of 83.41 feet, South 38°02'13" East, a distance of 200.44 feet, North 46°33'47" East, a distance of 48.10 feet, South 40°56'40" East, a distance of 81.06 feet, and along the arc of a non-tangent curve to the right, said curve having a radius of 2,837.79 feet, arc length of 17.49 feet, central angle of 00°21'11", a chord bearing of South 38°36'45" East, and a chord length of 17.49 feet to a point 100.00 feet North of, when measured at right angle to, the South line of said Lot 7; thence continuing along said "ODOT" Deed, along the arc of a non-tangent curve to the right, said curve having a radius of 2,837.79 feet, arc length of 48.51 feet, central angle of 00°58'46", a chord bearing of South 37°56'47" East, and a chord length of 48.51 feet, to the East line of said Lot 7; thence along the arc of a curve to the left, said curve having a radius of 116.96 feet, arc length of 62.30 feet, central angle of 030°31'07", a chord bearing South 00°03'01" West, and a chord length of 61.56 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, in the South one-half Section 2, Township 3 South, Range 1 West, of the Willamette Meridian, in the City of Wilsonville, County of Washington and State of Oregon, being further described as follows:

Commencing at the Southeast corner of said Lot 7; thence South 89°38'33" West, along the South line of said lot, a distance of 379.33 feet to a point 12 feet Easterly of the East line of Parcel 1 in Deed from John Q. Hammons to the State of Oregon, by and through its Department of Transportation, Fee No. 95027726, April 21, 1995 (herein after referred to as "ODOT"); thence North 00°09'24" East a distance of 12.00 feet parallel to and 12.00 feet Easterly of said "ODOT" line to the true point of beginning; thence North 00°9'24" East, parallel to and 12.00 feet Easterly of said "ODOT" line, a distance of 347.16 feet; thence along the arc of a curve to the right, said curve having a radius of 116.16 feet, arc length of 101.04 feet, central angle of 49°50'12", a chord bearing of North 25°04'30" East, and a chord length of 97.88 feet to a point of compound curvature; thence along the arc of a curve to the right, said curve having a radius of 45.00 feet, arc length of 53.94 feet, central angle of 33°01'29", a chord bearing South 71°56'03" East, and a chord length of 30.43 feet to a point of compound curvature; thence along the arc of a curve to the right, said curve having a radius of 100.00 feet, arc length of

EXHIBIT "A"
(Continued)

61.13 feet, central angle of 35°01'29", a chord bearing of South 43°49'18" East, and a chord length of 60.18 feet to the intersection with the West line of Boones Ferry Road as described in said "ODOT" Deed and a point on a non-tangent curve to the left, said point having a radial bearing of North 63°41'28" East; thence along said "ODOT" Deed, along the arc of said non-tangent curve to the left, said curve having a radius of 595.65, arc length of 30.57 feet, central angle of 02°56'25", a chord bearing of South 27°46'44" East, and a chord length of 30.56 feet to along the Westerly line of Boones Ferry Road as described in said "ODOT" Deed; thence along said Westerly line South 15°09'35" West, a distance of 83.41 feet; thence South 38°02'13" East, a distance of 120.44 feet; thence South 57°57'47" West, a distance of 55.00 feet; thence South 20°29'49" West, a distance of 171.35 feet to a point that is 12 feet from, when measured at right angles, to the South line of said Lot 7; thence South 89°38'33" West, a distance of 97.95 feet, more or less, to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Prairie Corp., an Oregon corporation, by instrument recorded July 19, 2000 as Fee No. 2000-48398, more particularly described as follows:

A tract of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, in the Southeast one-quarter of Section 2, Township 3 South, Range 1 West, of the Willamette Meridian, in the City of Wilsonville, County of Washington and State of Oregon, being further described as follows:

Commencing at the Southeast corner of said Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, recorded in Book 31, Page 14 in the Plat Records of Washington County, Oregon; thence South 89°38'33" West, along the South line of said Lot 7, a distance of 379.33 feet to a point 12.00 feet East of the East line of Parcel I as described in the Deed from John Q. Hammons to the State of Oregon, by and through its Department of Transportation, Document Number 95027726, recorded April 21, 1995 (herein after referred to as "ODOT"); thence North 00°09'24" East parallel to said East line, 18.00 feet; thence North 89°38'33" East parallel to said South line of Lot 7, 95.10 feet to the true point of beginning; thence North 20°29'49" East, 170.00 feet; thence North 57°57'47" East, 55.00 feet to the Westerly line of Boones Ferry Road as described in said "ODOT" Deed; thence along said Westerly line South 38°02'13" East, 2.34 feet; thence leaving said Westerly line South 51°57'47" West, 20.00 feet; thence South 20°40'49" West, 186.07 feet to a point 18.00 feet Northerly when measured at right to the said South line of Lot 7; thence South 89°38'33" West parallel to said South line of Lot 7, 26.13 feet, more or less, to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to State of Oregon, by and through its Department of Transportation, in Deed recorded April 21, 1995, as Fee No. 95027726.

FURTHER EXCEPTING THEREFROM that portion dedicated to the City of Wilsonville for street purposes by instrument recorded March 7, 2003 as Fee No. 2003-034138.

PARCEL II:

A tract of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK, recorded in Book 31, Page 14 in the Plat Records of Washington County, Oregon; thence South 89°38'33" West, along the South line of said Lot 7, a distance of 379.33 feet to a point 12.00 feet East of the East line of Parcel I as described in the Deed from John Q. Hammons to the State of Oregon, by and through its Department of Transportation, Document Number 95027726, recorded April 21, 1995; thence North 00°09'24" East parallel to said East line, 18.00 feet to the true point of beginning; thence North 89°38'33" East parallel to said South line of Lot 7, 95.10 feet; thence South 20°29'49" West, 6.42 feet to a point 12.00 feet Northerly when measured at right angles to the said South line of Lot 7; thence South 89°38'33" West parallel to said South line of Lot 7, 92.87 feet, more or less, to a point 12.00 feet East of the said East line of Parcel I; thence North 00°09'24" East parallel to said East line, 6.00 feet to the true point of beginning.

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EXHIBIT "A"
(Continued)

EXCEPTING THEREFROM that portion dedicated to the City of Wilsonville for street purposes by instrument recorded March 7, 2003 as Fee No. 2003-034138.

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EXHIBIT "A"

PARCEL I:

A portion of Lot 8, EDWARDS BUSINESS INDUSTRIAL PARK NO. 2, a duly recorded subdivision in Washington County, Oregon located in the Southeast one quarter of Section 2, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Washington and State of Oregon, said portion of Lot 8 being more particularly described as follows:

Beginning at a 2 inch iron pipe at the initial point of said Edwards Business Industrial Park No. 2, said initial point being on the Westerly line of S.W. Frontage Road, also known as Lower Boones Ferry Road; thence following the boundary of said Lot 8, along the arc of a 117.00 foot radius non-tangent curve left through a central angle of 15°30'25", an arc distance of 31.67 feet (the chord of which bears South 22°58'48" East, a distance of 31.57 feet) to a 5/8 inch iron rod (Plat record: central angle, 15°30'50"; radius 117 feet; arc length 31.68 feet; chord, South 22°56'17" East, a distance of 31.58 feet); thence South 30°34'43" East a distance of 213.04 feet to a 5/8 inch iron rod (Plat record: South 30°34'28" East a distance of 212.92 feet); thence South 00°05'07" East a distance of 130.27 feet to a 5/8 inch iron rod (Plat record: South 00°07'50" East a distance of 130.27 feet); thence South 30°06'16" east a distance of 136.08 feet to a 5/8 inch iron rod (Plat record: South 30°03'30" East a distance of 136.04 feet); thence South 59°37'27" West a distance of 13.17 feet to a 5/8 inch iron rod (Plat record: South 59°56'30" West a distance of 13.10 feet); thence Southwesterly along the arc of a 243.00 foot radius curve right through a central angle of 29°42'03" an arc distance of 125.97 feet to a 5/8 inch iron rod (the chord of which bears South 74°47'32" West a distance of 124.56 feet) (Plat record: central angle 29°42'03"; radius 243.00 feet; arc length 125.97 feet; chord, South 74°47'32" West, 124.56 feet); thence South 89°38'33" West (Plat record: South 89°38'33" West) a distance of 410.16 feet (Survey Number 26,398 Record: 410.17 feet) to a 5/8 inch iron rod at the intersection of the Southerly boundary of said Lot 8 and the Easterly right of way line of 95th Avenue; thence North 44°12'00" West a distance of 50.04 feet to a 5/8 inch iron rod 36.00 feet opposite and Easterly of Engineers Centerline Station 66+45.00, when measured at right angles to the centerline of 95th Avenue; thence North 00°08'50" East a distance of 405.00 feet to a 5/8 inch iron rod 36.00 feet opposite and Easterly of Engineer's Centerline Station 70+50.00 when measured at right angle to the centerline of 95th Avenue; thence North 89°51'10" West a distance of 5.00 feet to a 5/8 inch iron rod 31.00 feet opposite and Easterly of said Engineer's Centerline Station 70+50.00; thence North 00°08'50" East a distance of 58.91 feet to a 5/8 inch iron rod marking the intersection of the Easterly right of way line of 95th Avenue and the Northerly boundary of said Lot 8; thence leaving the Easterly right of way line of 95th Avenue and following the Northerly line of said Lot 8 North 89°37'29" East (Plat record: bearing North 89°38'33" East) a distance of 391.26 feet to the 2 inch iron pipe marking the initial point of said Edwards Business Industrial Park No. 2 and the point of beginning of this described tract of land.

PARCEL II:

Easement rights as set forth in Reciprocal Easement Agreement dated December 27, 1996 and recorded January 6, 1997 as Records's Fee No. 97-005009, described as follows:

A tract of land located in Lot 7, EDWARDS BUSINESS INDUSTRIAL PARK as recorded in Book 38, Page 14, Washington County, Oregon Plat Records, being situated in the Southeast one quarter of Section 2, Township 3 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said tract of land being more particularly described as follows:

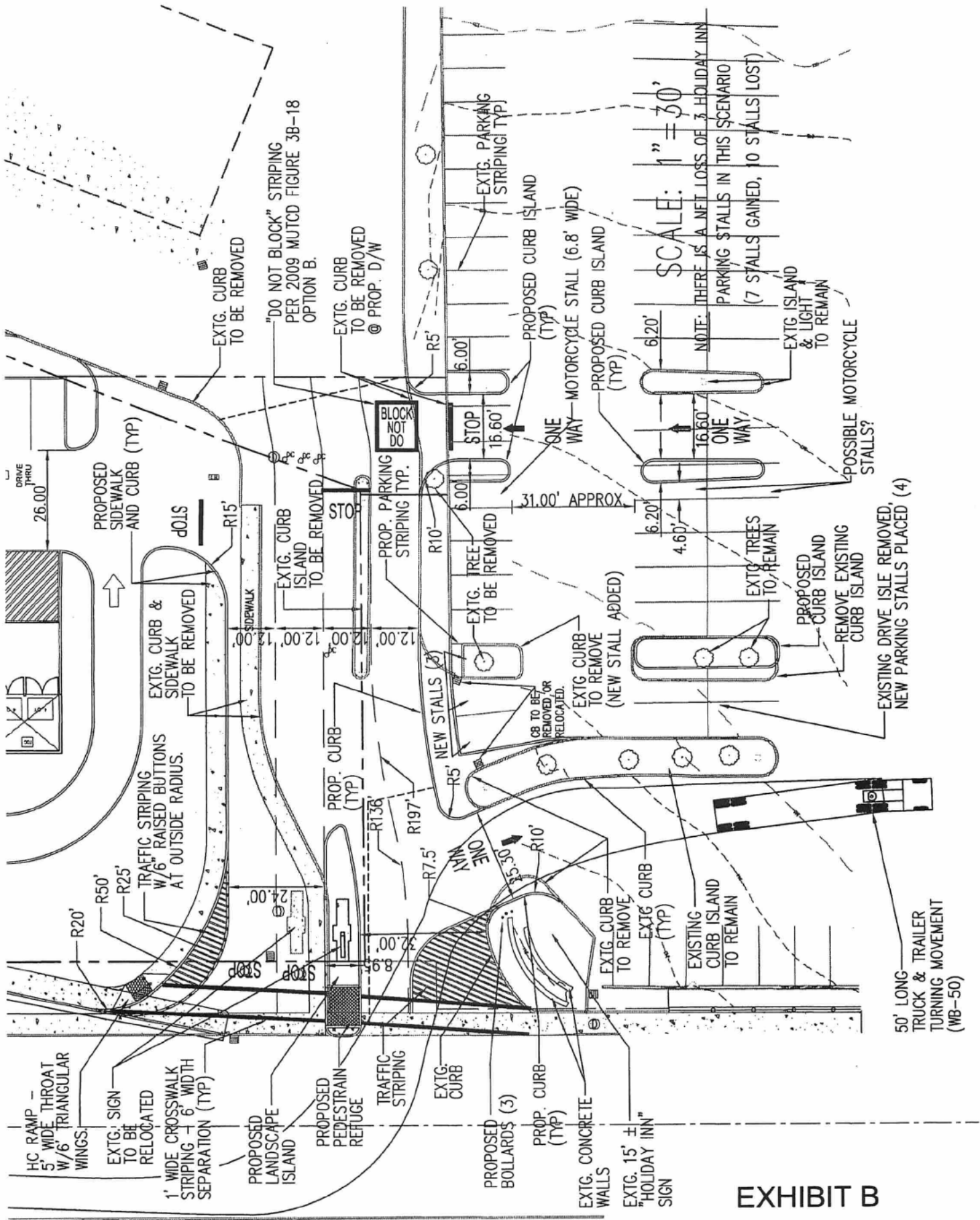
Beginning at a 2 inch iron pipe marking the initial point of said Edwards Business Industrial Park; thence South 89°37'29" West (Plat record: Bearing South 89°38'33" West) along the Southerly boundary of said Lot 7, a distance of 391.26 feet to a point marking the intersection of the Southerly line of said Lot 7 and the Easterly line

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EXHIBIT "A"
(Continued)

of 95th Avenue as acquired by the State of Oregon and the true point of beginning of this described tract of land; thence North $00^{\circ}08'50''$ East along said Easterly line, 20.00 feet; thence South $89^{\circ}51'10''$ East leaving said Easterly right of way, 51.00 feet; thence South $53^{\circ}16'00''$ East, 32.38 feet to a point on the Southerly line of said Lot 7; thence South $89^{\circ}37'29''$ West along the Southerly line of said Lot 7, a distance of 77.00 feet to the true point of beginning.

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SCALE: 1" = 30'

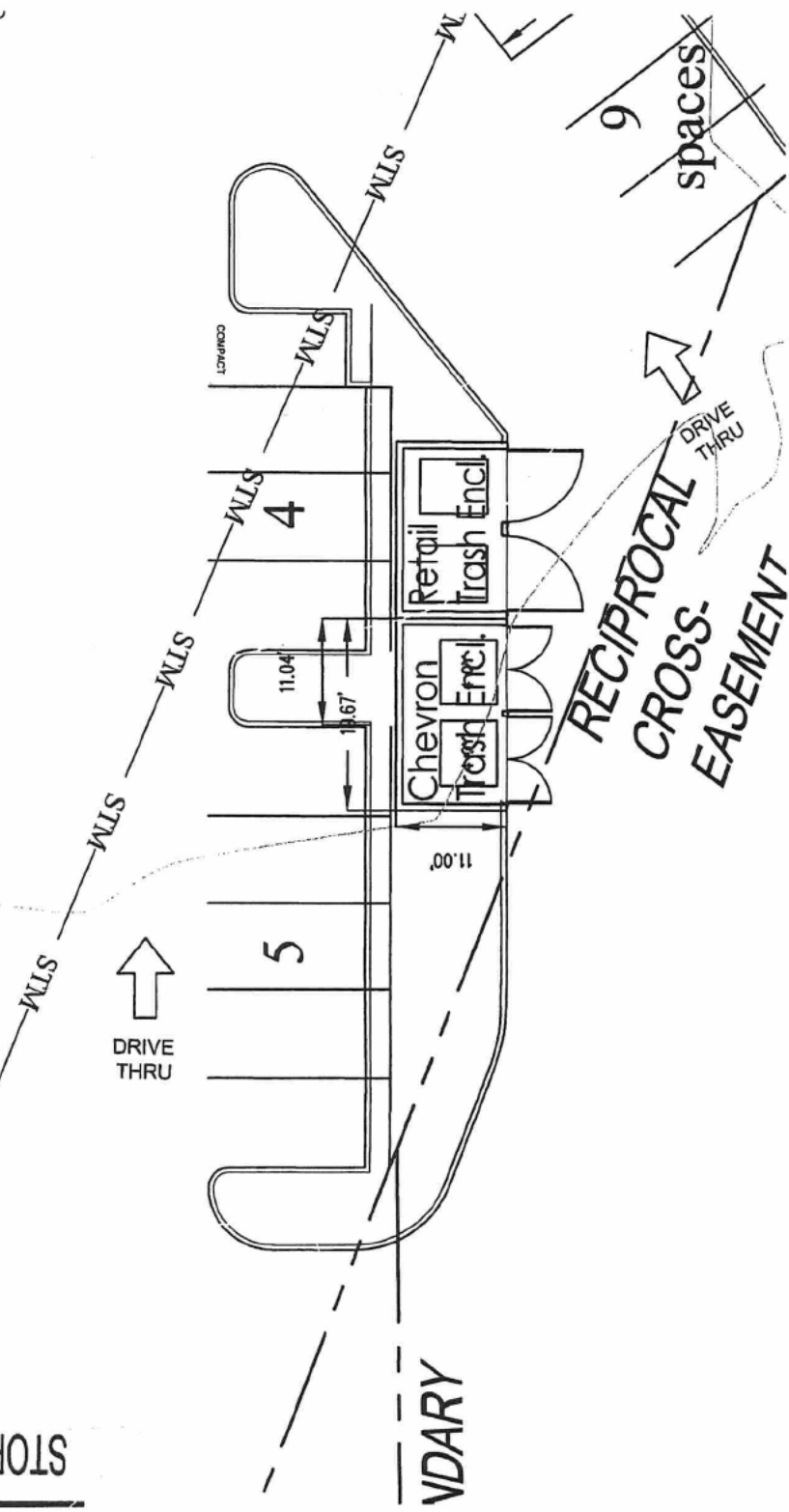
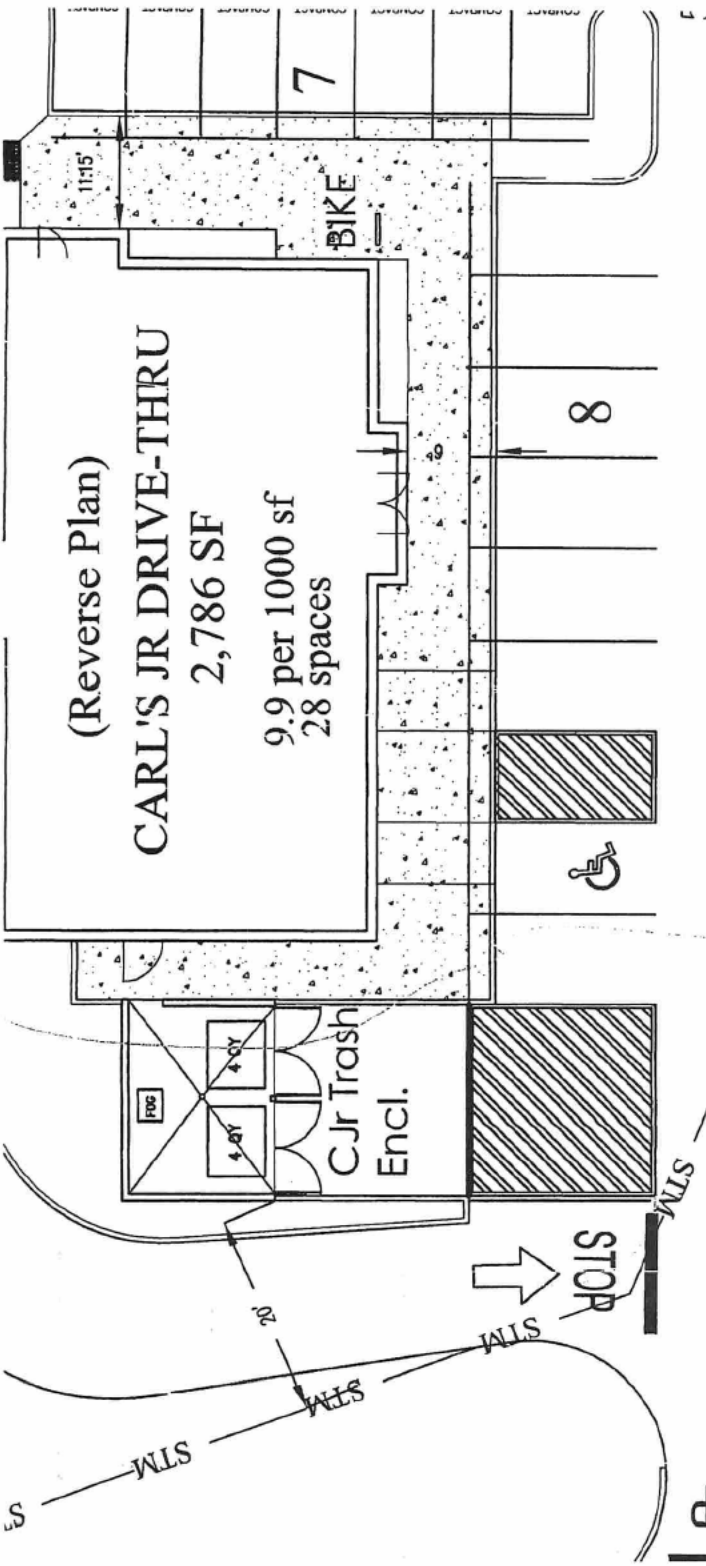
NOTE: THERE IS A NET LOSS OF 3 HOLIDAY INN PARKING STALLS IN THIS SCENARIO (7 STALLS GAINED, 10 STALLS LOST)

EXISTING DRIVE ISLE REMOVED, NEW PARKING STALLS PLACED (4)

50' LONG TRUCK & TRAILER TURNING MOVEMENT (WB-50)

EXHIBIT B





DEVELOPMENT REVIEW BOARD MEETING
JANUARY 10, 2022
6:30 PM

- VII. Board Member Communications:
 - A. Results of the November 22, 2021 DRB Panel B meeting

City of Wilsonville

Development Review Board Panel B Meeting Meeting Results

DATE:	NOVEMBER 22, 2021	
LOCATION:	29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR	
TIME START:	6:30 P.M.	TIME END: 7:12 P.M.

ATTENDANCE LOG

BOARD MEMBERS	STAFF
Samy Nada	Daniel Pauly
Nicole Hendrix	Ryan Adams
Katie Dunwell	Georgia McAlister
	Kimberly Rybold
	Shelley White

AGENDA RESULTS

AGENDA	ACTIONS
CITIZENS' INPUT	None.
CONSENT AGENDA	
A. Approval of minutes of the October 25, 2021 DRB Panel B meeting	A. Approved as presented.
PUBLIC HEARING	
<p>A. Resolution No. 397. Clermont Five (5) Year Temporary Use Permit: Pacific Community Design – Representative for Taylor Morrison Northwest LLC – Owner and Polygon WLH, LLC – Applicant. The applicant is requesting approval of a Five-Year Temporary Use Permit for a sales office and model homes in the Clermont Subdivision, along with associated parking, landscaping and other improvements. The properties are located at 11490 SW Tooze Road on Tax Lots 7200, 7290, 7300, 7400, 7500 and 7600, Section 15AB, T3S-R1W, Clackamas County, Oregon. Staff: Georgia McAlister</p> <p>Case File: DB21-0055 Five (5) Year Temporary Use Permit</p>	A. Resolution No. 397 was unanimously approved with one correction to the Resolution.
BOARD MEMBER COMMUNICATIONS	
<p>A. Results of the November 8, 2021 DRB Panel A meeting</p> <p>B. Recent City Council Action Minutes</p>	<p>A. Staff highlighted the results.</p> <p>B. Staff noted Council upheld the DRB B decision on the appeal from the October 25th meeting.</p>
STAFF COMMUNICATIONS	
	Staff and Board members offered compliments and well wishes to Samy Nada as this was his last meeting as a Board member.

DEVELOPMENT REVIEW BOARD MEETING
JANUARY 10, 2022
6:30 PM

- VII. Board Member Communications:
 - B. Recent City Council Action Minutes

City Council Meeting Action Minutes
November 1, 2021

City Council members present included:

Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Beth Wolf, Senior Systems Analyst
Andy Stone, IT Director
Zoe Mombert, Assistant to the City Manager
Kimberly Rybold, Senior Planner
Dan Carlson, Building Official
Kerry Rappold, Natural Resources Manager
Ryan Adams, Assistant City Attorney
Zach Weigel, City Engineer
Miranda Bateschell, Planning Director
Chris Neamtzu, Community Development Director

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jeanna Troha, Assistant City Manager

AGENDA ITEM	ACTIONS
WORK SESSION	START: 5:01 p.m.
A. Vertical Housing Development Zones	Staff shared recommendations for local criteria to promote active ground floor uses and a proposed Vertical Housing Development Zone (VHDZ) boundary in Town Center.
B. Urban Forest Management Plan	Council was provided an overview of the draft Urban Forest Management Plan (UFMP).
C. Residential Building Code Adoption	Due to time constraints, this item was moved to the City Council meeting.
REGULAR MEETING	
<u>Mayor's Business</u>	
A. Upcoming Meetings	Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.
<u>Communications</u>	
A. Residential Building Code Adoption	Staff briefed City Council on Resolution No. 2926, which adopts the Oregon residential specialty code.
<u>Consent Agenda</u>	
A. <u>Resolution No. 2926</u> Resolution Of The City Of Wilsonville Adopting The Oregon Residential Specialty Code.	The Consent Agenda was approved 5-0.

<p>B. <u>Resolution No. 2933</u> A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract With Murraysmith, Inc. For Owner’s Representative Services For The Boeckman Road Corridor Project (Capital Improvement Project # 2102, 4205, 4206, 4212).</p> <p>C. Minutes of the October 18, 2021 Council Meeting.</p>	
<p><u>New Business</u> A. None.</p>	
<p><u>Continuing Business</u> A. None.</p>	
<p><u>Public Hearing</u> A. None.</p>	
<p><u>City Manager’s Business</u></p>	<p>The City Manager updated Council on the following:</p> <ul style="list-style-type: none"> • Civics Academy application deadline extended to November 5, 2021 at 5:00 p.m. • Paper Shredding event scheduled at the City Hall parking lot on November 6, 2021. • Arts and Culture Plan would be brought to the November 15, 2021 Work Session. • Leaf Drop-Off event scheduled at the City Hall parking lot on November 20, 2021. <p>Wished Wilsonville Wildcats sport teams success.</p>
<p><u>Legal Business</u></p>	<p>No report.</p>
<p>URBAN RENEWAL AGENCY</p>	
<p><u>URA Consent Agenda</u> A. <u>URA Resolution No. 322</u> A Resolution Of The City Of Wilsonville Urban Renewal Agency Board Authorizing The City Manager To Execute A Professional Services Agreement Contract With Murraysmith, Inc. For Owner’s Representative Services For The Boeckman Road Corridor Project (Capital Improvement Project # 2102, 4205, 4206, 4212).</p>	<p>The URA Consent Agenda was approved 5-0.</p>

B. Minutes of the October 18, 2021 URA Meeting.	
<u>New Business</u> A. None.	
<u>URA Public Hearing</u> A. None.	
ADJOURN	7:57 p.m.

City Council Meeting Action Minutes
November 15, 2021

City Council members present included:

Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West – Arrived 5:05 p.m.
Councilor Linville

Kimberly Rybold, Senior Planner
Zach Weigel, City Engineer
Beth Wolf, Senior Systems Analyst
Zoe Mombert, Assistant to the City Manager
Dwight Brashear, Transit Director
Mark Ottenad, Public/Government Affairs Director
Cindy Luxhoj, Associate Planner
Miranda Bateschell, Planning Director
Dan Pauly, Planning Manager
Chris Neamtzu, Community Development Director

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jeanna Troha, Assistant City Manager

AGENDA ITEM	ACTIONS
WORK SESSION	START: 5:02 p.m.
A. Vertical Housing Development Zones (VHDZ)	Staff sought guidance from Council regarding draft guidelines and design criteria to establish and support implementation of Vertical Housing Development Zones at Town Center and in Villebois.
B. Wilsonville Transit Center Transit-Oriented Development	Staff shared design options and a financial feasibility analysis in support of a concept to build transit-oriented development on a City owned property adjacent to the Transit Center.
C. I-5 Pedestrian Bridge and Gateway Plaza Project Update	Staff sought feedback to inform design of the I-5 Pedestrian Bridge and Gateway Plaza.
D. Arts and Culture Commission	Council directed staff to proceed with the establishment of a local Arts, Culture, and Heritage Commission.
REGULAR MEETING	
<u>Mayor's Business</u>	
A. Upcoming Meetings	Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.
B. Small Business Proclamation	The Mayor read a proclamation declaring the 27 th day of November 2021 as Small Business Saturday.

<p>C. City Attorney Employment Agreement</p>	<p>Council moved to approve the extension of Barbara Jacobson’s employment agreement as City Attorney from November 30, 2021 to March 31, 2022, as outlined in the employment agreement. Passed 5-0.</p>
<p><u>Communications</u></p> <p>A. Metro Update</p> <p>B. Climate Rulemaking Presentation</p>	<p>Metro Councilor Gerritt Rosenthal detailed Metro’s current priorities to support Portland-area residents.</p> <p>Representative from the Oregon Department of Land Conservation and Development (DLCD) outlined guidelines to established and support Climate-Friendly and Equitable Communities throughout Oregon.</p>
<p><u>Consent Agenda</u></p> <p>A. <u>Resolution No. 2931</u> A Resolution Of The City Of Wilsonville Adopting The Findings And Recommendations Of The “Solid Waste Collection Rate Report, October 2021” And The Republic Services Rate Schedule, Effective January 1, 2022.</p> <p>B. <u>Resolution No. 2935</u> A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into A Development Agreement With Taylor Morrison Northwest, LLC Regarding The Clermont Subdivision In Villebois.</p> <p>C. Minutes of the November 1, 2021 City Council Meeting.</p>	<p>The Consent Agenda was approved 5-0.</p>
<p><u>New Business</u></p> <p>A. None.</p>	
<p><u>Continuing Business</u></p> <p>A. None.</p>	
<p><u>Public Hearing</u></p> <p>A. None.</p>	
<p><u>City Manager’s Business</u></p>	<p>No report.</p>
<p><u>Legal Business</u></p> <p>A. <u>Appeal Of Development Review Board Resolution No. 393-B</u></p>	<p>Council moved that the Wilsonville City Council order the decision of the DRB including all findings contained in the staff report adopted by the Development Review</p>

Order Affirming The Decision Of The Development Review Board Based On The Findings And Conditions Approving A SAP Central Amendment, Preliminary Development Plan (1) And Plan Modifications (2), Final Development Plans (3), And Type C Tree Plans (3) For A Mixed Use Development Located In The Villebois Village Center. The Subject Sites Are Located On Tax Lots 2100 And 2800 Of Section 15AC And Tax Lot 8600 Of Section 15DB, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Pacific Community Design, Inc. – Representative For Costa Pacific Communities – Applicant And RCS Development LLC – Owner.

Board. Affirmed and further directed the City Attorney to prepare additional findings based on this Council’s determination for review, approval, and signature by the Mayor. Passed 5-0.

ADJOURN

10:13 p.m.

City Council Meeting Action Minutes
December 6, 2021

City Council members present included:

Mayor Fitzgerald
Council President Akervall – Excused from Council Meeting
Councilor Lehan
Councilor West
Councilor Linville

Dan Pauly, Planning Manager
Andrea Villagrana, Human Resource Manager
Jeanna Troha, Assistant City Manager
Chris Delk, Parks Maintenance Specialist
Dustin Schull, Parks Supervisor
Keith Katko, Assistant Finance Director
Kerry Rappold, Natural Resources Manager
Cindy Luxhoj, Associate Planner
Kimberly Rybold, Senior Planner
Andy Stone, IT Director
Zoe Mombert, Assistant to the City Manager
Chris Neamtzu, Community Development Director

Staff present included:

Bryan Cosgrove, City Manager
Ryan Adams, Assistant City Attorney
Kimberly Veliz, City Recorder
Miranda Bateschell, Planning Director

AGENDA ITEM	ACTIONS
WORK SESSION	
START: 5:03 p.m.	
A. Aurora Airport Comprehensive Plan Policies	Council reviewed and provided feedback on questions related to potential Comprehensive Plan Policies pertaining to the Aurora Airport.
B. Climate-Friendly and Equitable Communities Rulemaking	Council provided direction to staff regarding involvement in the rulemaking process related to Climate Smart and Equitable Communities Rulemaking.
C. American Rescue Plan Act (ARPA) Funding	This item was removed from the Work Session agenda.
D. City Attorney Recruitment	Council discussed the options for moving forward with the recruitment of a new City Attorney.
EXECUTIVE SESSION	
A. ORS 192.660(2)(e) Real Property Transactions B. ORS 192.660(2)(h) Legal Counsel/Litigation	An Executive Session was held after the Work Session.
REGULAR MEETING	
<u>Mayor's Business</u> A. Upcoming Meetings	Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.

<p><u>Communications</u></p> <p>A. Pollinator Demonstration Garden</p>	<p>Staff presented on the Community Enhancement Program funded Pollinator Demonstration Garden housed at Memorial Park in Murase Plaza.</p>
<p><u>Consent Agenda</u></p> <p>A. Minutes of the November 15, 2021 City Council Meeting.</p>	<p>The Consent Agenda was approved 4-0.</p>
<p><u>New Business</u></p> <p>A. <u>Resolution No. 2939</u> A Resolution Of The City Of Wilsonville, Oregon Authorizing A Full Faith And Credit Borrowing Related To The Expansion Of The City’s Water Treatment Plant.</p>	<p>Resolution No. 2939 was adopted 4-0.</p>
<p><u>Continuing Business</u></p> <p>A. None.</p>	
<p><u>Public Hearing</u></p> <p>A. <u>Resolution No. 2938</u> A Wilsonville City Council Resolution Approving The Urban Forest Management Plan.</p> <p>B. <u>Ordinance No. 853</u> An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agricultural-Holding (RA-H) Zone (Renamed By Ordinance No. 851 To Future Development Agricultural-Holding (FDA-H) Effective November 18, 2021) To The Planned Development Residential-4 (PDR-4) Zone On Approximately 2.39 Acres Comprising Tax Lot 5500, Section 13AA, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Meridian United Church Of Christ, Applicant/Owner.</p>	<p>After a public hearing was conducted, Resolution No. 2938 was approved 4-0.</p> <p>After a public hearing was conducted, Ordinance No. 853 was approved on first reading by a vote of 4-0.</p>
<p><u>City Manager’s Business</u></p>	<p>The City Manager updated Council on American Rescue Plan Act funding projects.</p>
<p><u>Legal Business</u></p>	<p>No report.</p>
<p>ADJOURN</p>	<p>9:16 p.m.</p>