



CITY COUNCIL AGENDA

March 02, 2026 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

YouTube: <https://youtube.com/c/cityofwilsonvilleor>

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@wilsonvilleoregon.gov

Individuals may submit comments online at: <https://www.wilsonvilleoregon.gov/SpeakerCard>

via email to the address above, or may mail written comments to:

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:00 PM]

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. SILL Forgivable Loan - Coffee Creek Day Road Sewer (*Lorenzen/Maag*) [10 min]
- B. [Public Safety Council Goal Update – RVs and Abandoned Vehicles \(*Guile-Hinman/Young*\) \[30 min\]](#)
- C. [Public Safety Council Goal Update – Draft Graffiti Programs \(*Guile-Hinman/Young*\) \[20 min\]](#)

ADJOURN [6:10 PM]

Break to switch Zoom accounts [10 min]

EXECUTIVE SESSION [6:20 PM]

- 1. ORS 192.660(2)(h) Legal Counsel/Litigation

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, March 2, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on February 17, 2026. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.

MAYOR'S BUSINESS [7:05 PM]

4. Upcoming Meetings (Link to City Calendar: <https://www.wilsonvilleoregon.gov/calendar>)

COMMUNICATIONS [7:10 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 PM]

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

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:25 PM]

5. Council President Berry
6. Councilor Cunningham
7. Councilor Shevlin
8. Councilor Scull

CONSENT AGENDA [7:45 PM]

9. [Resolution No. 3242](#)

[A Resolution Of The City Of Wilsonville To Authorizing The City Manager To Execute A Construction Contract With S-2 Contractors, Inc. For The 2026 Crack Sealing Project \(Capital Improvement Project No. 4014\). \(Rauthause\)](#)

10. **[Resolution No. 3243](#)**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Interlaken, Inc. For The Boeckman Creek Flow Mitigation Project \(Capital Improvement Project 7068\). \(Rogers\)](#)

11. **[Resolution No. 3258](#)**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Financing Contract With Oregon Business Development Department For The Design Of The Coffee Creek Day Road Sewer Extension Project \(Capital Improvement Project No. 2115\). \(Lorenzen/Maaq\)](#)

12. [Minutes of the February 19, 2026 City Council Meeting. \(City Recorder\)](#)

NEW BUSINESS [7:50 PM]

13. **[Resolution No. 3244](#)**

[A Resolution Of The City Of Wilsonville Authorizing A Review Of Building Height Waiver Provisions In The Wilsonville Code Applicable To Town Center. \(Guile-Hinman/Troha\)](#)

14. [Town Center Communications Plan Project \(Guile-Hinman/Troha\)](#)

CONTINUING BUSINESS [8:20 PM]

PUBLIC HEARING [8:20 PM]

15. **[Ordinance No. 901 - 1st Reading \(Legislative Hearing\)](#)**

[An Ordinance Of The City Of Wilsonville Adopting The 2026 Economic Opportunities Analysis \(EOA\) And The Accompanying Economic Development Strategy \(EDS\) As A Sub-Element Of The Wilsonville Comprehensive Plan. \(Myers\)](#)

CITY MANAGER'S BUSINESS [8:35 PM]

LEGAL BUSINESS [8:40 PM]

ADJOURN [8:45 PM]

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting Kimberly Veliz, City Recorder at 503-570-1506 or cityrecorder@wilsonvilleoregon.gov: assistive listening devices (ALD), sign language interpreter, and/or

bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

*Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo.
Comun quese al 503-570-1506*



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Public Safety Council Goal Update – RVs and Abandoned Vehicles	
		Staff Member: Amanda Guile-Hinman, City Attorney, Hannah Young, Law Clerk	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.4		<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider the following policies/programs: (1) 48-hour parking limitation; (2) RV parking permit program; and (3) abandoned vehicle definition update.

EXECUTIVE SUMMARY:

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “investigate enforcement solutions for RVs and examine abandoned vehicle definition in code.” Previously, staff met with Council during the [July 21, 2025 work session](#) to provide research on the issue, and present possible policy alternatives. Following this meeting, Council approved staff to conduct community outreach to garner crucial feedback from Wilsonville residents on which alternatives best meet their understanding of community needs. The outreach was concluded in November 2025, which were then brought to Council and addressed in the [December 15, 2025 work session](#). Following that work session, Council directed staff to move forward with providing a draft RV Permit Program and draft language to reduce the 72-hour street parking allowance to 48 hours and to update the definition of abandoned vehicles. From the information provided herein, during the March 2, 2026 work session, staff seeks the following feedback from Council:

1. Does Council want to proceed with updates to the Wilsonville Code regarding: (1) reducing allowed street parking from 72 hours to 48 hours; and (2) updating the definition of abandoned vehicle?
2. Does Council want to further consider a pilot RV parking permit program?
 - 2.1. How does Council wish to define RVs subject to the program?

OVERVIEW OF POLICIES/PROGRAMS:

A. Code Update: 48-Hour Parking and Updated Abandoned Vehicle Definition

Currently, Wilsonville Code requires vehicles to be left unattended in a single space for 72 hours before subject to citation or possible removal. As it stands, this can create an enforcement gap between when community members report a vehicle parked longer than 72 hours, and when code or law enforcement can observe for 72 hours and initiate enforcement strategies. By updating the code language to reduce the number of hours a vehicle is allowed to remain to 48, the overall timeline of enforcement and abatement is shortened, and response is thereby more efficient and effective for community members. Updating the abandoned vehicle definition will similarly create efficiency in towing vehicles parked for an extended period of time. **Attachment 1** outlines the proposed code language updates.

B. RV Permit Program

The draft RV permit program was developed based on Council input to address the presence of RVs left on public property in Wilsonville. The program is modeled after the four jurisdictions in Oregon that currently implement similar programs, with variables changed to suit feedback received from the Council discussion.

If Council elects to pursue an RV Permit Program, staff’s primary recommendation is to pursue a pilot program, and direct staff to report on outcomes from the program before adopting it into Wilsonville Code. As discussed in the July work session, only four jurisdictions in Oregon currently have this program and only one of the four found it particularly successful. That jurisdiction,

Gresham, provided resources to undertake proactive enforcement, rather than solely complaint-based enforcement. Since the City currently engages code enforcement generally based on complaints received, testing the program for a period of time to determine its efficacy may be an appropriate first step. Furthermore, from the responses from the community outreach, the RV permit program received the most opposition (65 opposed compared to 47 and 33 opposed to the other options) and the least support (120 supportive or extremely supportive compared to 129 and 139 for the other options) of the three options presented. “Maintain current regulations” received the most support and the least opposition of the three options.

If Council is interested in the revisions proposed in Attachment 1, staff anticipates that the updates may address some of the public health, safety, welfare, and livability issues identified by Council and community members. Therefore, staff recommends that, if Council desires to move forward with an RV permit program, the program begins as a pilot program to determine its efficacy in further promoting public health, safety, welfare, and livability, as well as determining true costs to run the program. **Attachment 2** attached hereto, provides a draft pilot program for a RV Parking Permit Program.

Staff will also need guidance from the Council regarding the types of vehicles to consider including (motorhomes, travel trailers, camper vans, truck campers, etc.). **Attachment 3** provides examples of definitions from other jurisdictions.

TIMELINE:

Following Council discussion of the draft program and code language, staff can prepare an ordinance for updates to the Wilsonville Code and a resolution for the RV permit program for further Council consideration. Prior to consideration of an ordinance and resolution, staff anticipates another work session may be necessary to specifically discuss funding for code enforcement more generally to encompass new programs and policies Council is considering under Council Goal No. 2. Currently, Council Goal No. 2 is planned to be completed in fall 2026 for all strategies.

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate current year budget impacts outside of public outreach costs discussed below – this project is currently being managed in-house by City staff. However, new programs will have administrative overhead costs to deploy them. Moreover, towing RVs generally costs between \$7,000 and \$10,000 per tow. The City does not have a dedicated funding source for these costs. Furthermore, since the City’s approach to code violations is to pursue compliance and, generally, to only seek reimbursement of City costs incurred, the City does not derive discernible income from code enforcement currently.

Staff anticipates that, as Council continues to discuss the strategies under the outcome to streamline responses to code enforcement issues, a larger discussion regarding funding of code enforcement will need to occur. While any one proposed change regarding code enforcement may not indicate a need for a dedicated funding source, the potential combination of multiple new programs will be cost-prohibitive without a revenue source. While staff is not proposing a

funding source at this time, Council should be aware that multiple new public safety programs may require discussions about how to fund the programs.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Council's Public Safety Goal aims to ensure that City staff and community members have the tools necessary to address different public safety and livability concerns.

Updates to the City's parking regulations may address some of the public health, safety, welfare, and livability issues that community members express either to Council or through calls to law enforcement. Mechanisms to adjust the time allowed to park in one given area from a total 144 hours to 96 before law enforcement may take action could produce a visible benefit in response time and overall abatement of nuisance.

STAFF RECOMMENDATION:

Ensuring that the City has the tools necessary to proactively prevent the proliferation of long-term RV parking on city streets can address livability concerns. This strategy may aid the City in crafting regulations that address specific concerns without being overbroad, vague, or inflexible in the City's longstanding approach to code compliance. The goal is to balance livability concerns with providing reasonable regulations to achieve compliance.

At this time, staff recommends moving forward with the updated code language (**Attachment 1**), and allowing time for enforcement changes before introducing the pilot program—as its efficacy is inconsistent within the jurisdictions actively utilizing similar programs. By lowering allowed parking time limits and adding to the definition of abandoned vehicle, the permit program may not become necessary.

ALTERNATIVES:

Council could elect to pursue one or more of the possible policy updates discussed in this staff report. Council could determine not to pursue an update to parking regulations, but rather instruct staff and law enforcement to place particular emphasis on enforcing current parking regulations.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Code Language Update – Parking Time Limitation and Abandoned Vehicle Definition
2. Draft RV Parking Permit Program
3. Examples of RV Definitions

5.035. Definitions.

- (1) In addition to those definitions contained in the Oregon Vehicle Code, the following words or phrases, except where the context clearly indicates a different meaning, in Chapter 5, shall mean:

Abandoned vehicle.: a vehicle that remains parked or kept on a public right-of-way for more than 24 hours, and one or more of the following conditions exist:

1. The vehicle does not have a lawfully affixed, unexpired registration plate or fails to display current registration
2. The vehicle fails to have vehicle insurance as required by the state of Oregon
3. The vehicle appears to be inoperative or disabled or
4. The vehicle appears to be wrecked, partially dismantled or junked.

~~A vehicle left unoccupied or unclaimed or in a damaged or dismantled condition such that the vehicle is inoperable, AND meets one of the following conditions:~~

Store, Stored, or Storage of a Vehicle shall mean the failure to move a motor vehicle, boat, trailer, camper, mobile home, travel trailer, or other personal property, including portable storage containers for a period of ~~72-48~~ hours without moving at least three vehicle lengths away.

5.200. Storage of Motor Vehicles and Other Property on the Street.

Except as further limited by WC 10.700 through 10.780, no person shall store or permit to be stored on a street or other public property, without permission of the Council, a motor vehicle, boat, trailer, camper, mobile home, travel trailer, or other personal property, including portable storage containers, for a period in excess of ~~72-48~~ hours, without moving at least three vehicle lengths away.

(Ord. No. 879, § 3(Exh. A), 5-15-2023, eff. 7-1-2023)

5.210. Prohibited Parking or Standing.

In addition to the state motor vehicle laws, the following regulations regarding parking or standing of the below-described vehicles apply: [Subsections (1)-(8) and (10) have been removed for relevance]

- (9) Except as further limited by WC 10.700 through 10.780, no vehicle shall be parked on any street for more than ~~72-48~~ hours without moving at least three vehicle lengths away.
- (11) No vehicle shall be parked or operated on a highway when the vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a street, and the vehicle is parked or being operated on a City street.

(Ord. No. 722, 9-5-2013; Ord. No. 750, 12-1-2014; Ord. No. 804, 2-7-2017; Ord. No. 879, § 3(Exh. A), 5-15-2023, eff. 7-1-2023)

5.405. Towing with Prior Notice.

- (1) After providing notice required under section 5.410, and, if requested, a hearing under section 5.435 and 5.440 in which the tow is validated, an authorized officer may tow and impound a vehicle if:
 - (a) The Authorized Officer has probable cause to believe the vehicle is stored or abandoned which is parked or left standing upon the right-of-way of any street or alley or upon any City property for a period in excess of ~~72~~48 hours.
 - (b) The vehicle is parked on property owned, operated, or occupied by the City, other than streets or clearly designated public parking spaces, without express City permission;
 - (c) is parked in violation of a provision of the City's Code or State law, and
 - (d) Three or more parking citations have been issued for violations of sections 5.100—5.245, which have not been paid or contested within the time allowed by law.

5.415. Towing Without Prior Notice.

- (1) An Authorized officer may, without prior notice, order a vehicle towed, when:
 - (a) The vehicle is parked, disabled, abandoned, or standing unattended on a highway, street, or right-of-way that in such a location constitutes a hazard, obstruction, or impediment to motor vehicles and to persons using the streets, or pedestrian ways, within the City.
 - (p) The vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a highway, and the vehicle is parked or being operated on a City street.

ATTACHMENT 2



City of Wilsonville
RV Parking Permit Program

I. Program Background

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “investigate enforcement solutions for RVs. Previously, staff met with Council during the [July 21, 2025 work session](#) to provide research on the issue, and present possible policy alternatives. Following this meeting, Council approved staff to conduct community outreach to garner crucial feedback from Wilsonville residents on which alternatives best meet their understanding of community needs. The outreach was concluded in November 2025, which were then brought to Council and addressed in the [December 15, 2025 work session](#). Following that work session, Council approved an RV Parking Permit Program via Resolution No. XXXX at its [insert date] Council meeting.

The RV Parking Permit Program was developed in recognition of Council feedback and community input to address the presence of RVs left on City streets in Wilsonville. The program is modeled after the four jurisdictions in Oregon that currently implement similar programs, with variables changed to suit feedback received from the community outreach and Council discussion.

II. Program Overview

This RV Parking Permit Program offers free 48-hour parking permits for recreational vehicles to park on City streets. The permits may be obtained via Wilsonville’s website, where community members fill out an application and then print the permit. Permits must be displayed visibly on dashboards, or wherever law/code enforcement will be able to easily view it. After 48 hours, the RV must be moved off of the street. If a person wishes to extend their time an additional 48 hours, they may file for another permit via the Wilsonville website. A total of 10 permits per RV may be issued per year, with an option to purchase additional permits as needed.

III. Duration of Pilot Program

As designed, this Program is approved by Council to pilot for [insert] years, with an initial update on efficacy, enforcement and overall compliance within the first 6 months, and then annually, until the end of the [insert]-year period. At that point, staff will reconvene with Council and the collected findings to determine the Program’s overall success and next steps.

IV. Definitions

1. “City Manager” means the City Manager of the City of Wilsonville or designee.
2. “Park” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property

or passengers.

3. "Permit" is described in Section V(3) herein.
4. "Right-of-Way" has the same meaning as "Right-of-Way" in [WC 3.310](#).
5. "Recreational Vehicle" means [insert].

V. Recreational Vehicle Permit Requirements

1. A person may Park a Recreational Vehicle for a period of up to forty-eight (48) hours on Right-of-Way if a Permit is obtained. In no cases shall Permits be granted to Park a Recreational Vehicle on Right-of-Way in excess of ten (10) days in any 90-day period. A total of ten (10) permits per Recreational Vehicle is the maximum granted in any twelve-month period.

2. Applications for a Permit will be made on forms or in a manner prescribed by the City Manager. The application will include acknowledgement that the applicant will comply with the provisions of this RV Parking Permit Program.

3. Upon submission of an application, the City Manager will issue a Permit allowing for a Recreational Vehicle to be parked on Right-of-way within the City of Wilsonville for a period of forty-eight (48) hours if the following conditions are met:

3.1. The Permit will be valid for not more than forty-eight (48) consecutive hours;

3.2. The Permit must be displayed on a Recreational Vehicle dashboard or in another location on the Recreational Vehicle that is clearly visible for the City to confirm the validity of the Permit;

3.3. The Recreational Vehicle has not exceeded the 10-day limit for Parking specified in Section V(1) above;

3.4. The Recreational Vehicle has not exceeded the 10 Permits per twelve-month period specified in Section V(1) above; and

3.5. The Recreational Vehicle is not an Abandoned Vehicle, as defined in [WC 5.035\(1\)](#).

4. A Permit is not required for the loading/unloading of a Recreational Vehicle if it is Parked adjacent to a residence that is owned or leased by the registered owner of the

Recreational Vehicle. The time period allowed for loading/unloading on the Right-of-Way cannot exceed twelve (12) hours without obtaining a Permit.

5. The City Manager may establish additional written criteria for issuing Permits.

VI. Annual Permit

1. Residents have the opportunity to purchase an annual Permit for their Recreational Vehicle, optioned to renew annually. The City Manager will establish the fee for annual Permits and the application process for obtaining annual Permits. The application for annual Permits will be available on the City website.

2. If applicants wish to obtain an annual Permit, they must provide proof of vehicle registration, vehicle insurance, license plate number, and City of Wilsonville residency adjacent to the Right-of-Way where the Recreational Vehicle may be Parked.

3. Residents may only obtain one annual Permit per residence. Annual Permits may not be shared among different Recreational Vehicles.

4. If an annual Permit is obtained, the Recreational Vehicle is still subject to the 48-hour parking limit for all vehicles under WC 5.200.

5. After 48 hours, the RV must be moved at least three car lengths away for a minimum of 24 hours.

VII. Monitored Compliance & Enforcement

1. Permits will be tracked and managed through the City's current case management system.

2. Violation of any regulations set forth in this Program constitutes a violation of the Wilsonville Code and the owner and/or occupant of the Recreational Vehicle is subject to fine(s) as contemplated in [WC Chapter 1](#).

3. If a Recreational Vehicle is not removed from the Right-of-Way within twenty-four (24) hours of violation, the City may tow the Recreational Vehicle subject to the regulations provided in [WC 5.400 et seq.](#) The City may charge the owner or occupant of the Recreational Vehicle for all costs incurred by the City for towing the Recreational Vehicle.

4. Two or more violations of this Program in any twelve-month period, or towing of a Recreational Vehicle in violation of this Program, prohibits an applicant from seeking additional Permits for twelve (12) months following the date of the last violation or the date of the tow (whichever is later).

State Statute:

ORS 174.101(3): “Recreational vehicle” means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation.

Keizer: Adopts ORS definition as above.

McMinnville:

MCC 10.04.030: “Recreational vehicle” means a vehicular-type unit that:

1. Contains sleeping facilities;
2. Is designed or used:
 - a. For human occupancy; and
 - b. As temporary living quarters for recreational, seasonal, or emergency use; and
3. Has its own motive power or is mounted on or towed by another vehicle

Gresham & Sandy:

GRC 8.05.20: Recreational vehicle: A motor home, camper, travel trailer, motor coach, or portable vehicular structure capable of being towed on the highways by a motor vehicle, designed and intended for casual or short-term human occupancy for travel, recreational or vacation uses. If identified in some manner as a recreational vehicle by the manufacturer or registered as such with the state, it is prima facie a recreational vehicle.

SMC 10.08.170: see above

Portland:

PCC 16.90.290: A vehicle that is designed for sport or recreational use or that is designed for human occupancy on an intermittent basis. Recreational vehicle is divided into two categories as follows:

- A. Motor home. A motor vehicle designed for human occupancy on an intermittent basis. A camper is considered a motor home when it is on the back of a pick-up or truck.
- B. Accessory recreational vehicle. A nonmotor vehicle designed for human occupancy on an intermittent basis such as vacation trailers and fifth-wheel trailers. A camper is considered an accessory recreational vehicle when it is not on the back of a pick-up or truck. Accessory recreational vehicle also includes vehicles designed for off-road use such as off-road vehicles, dune buggies, and recreational boats.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Public Safety Council Goal Update – Draft Graffiti Programs	
		Staff Member: Amanda Guile-Hinman, City Attorney, Hannah Young, Law Clerk	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.4		<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider proposed pilot program for both graffiti tip reward system and graffiti response programs (subsidies for private property owners, loaner kits, volunteer opportunities).

EXECUTIVE SUMMARY:

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategy 2.4 calls for the City to “investigate developing a graffiti enforcement/reward program.” **Attachments 1-4** attached hereto introduce: (1) a pilot program for a graffiti tips rewards system; (2) subsidies for private property owners; (3) graffiti removal kit; and (4) volunteer opportunities.

A graffiti rewards pilot program would grant City employees to offer a cash reward for individuals who provide information leading to apprehension and abatement of vandalism within the community. A process for offering subsidization of removal supplies or services for private property owners who experience vandalism would help bridge any gaps in removal times where graffiti occurs outside of public property. Finally, offering a graffiti removal loaner kit and creating volunteer opportunities assist in overall abatement response.

Wilsonville’s Public Works and Parks and Recreation Departments already have a system and standard operating procedure for vandalism of public property with an average turnaround time of 24-48 hours for clean up after the initial report.

The current gap exists in available abatement opportunities for private property. The subsidization and loaner kit programs seek to provide City assistance to private property owners, and to allow for prioritized volunteer efforts for qualified locations and content of graffiti.

The highlighted abatement strategies and rewards program would have the following benefits:

- Offer subsidized assistance to property owners whose private property is vandalized.
- Provide volunteer opportunities to address qualified locations or graffiti.
- Offer community members use of supplies for graffiti projects.
- Reward community members who report graffiti and vandalism and incentivize consistent enforcement of abatement strategies.

Below are highlights of the proposed programs (Attachments 1-4):

- Individuals who provide useful information in identifying and apprehending vandalizers will be eligible for a \$250 reward from the City to incentivize consistent reporting and ensure that response times from either Public Works, or relevant owners is prompt.
- Qualified locations where volunteer efforts will be prioritized or abatement will be handled by the City include: small businesses, non-profits, or any location that has been vandalized with hate speech.
- In-house supplies would be available for loan and pick up at the Parks Department building.

PROGRAM CONSIDERATIONS:

Staff has met with staff within Public Works, Code Compliance, and Parks and Recreation to discuss the proposed programs and have determined the following considerations for Council

when reviewing the attached programs.

Graffiti Subsidization Program:

This program (Attachment 2) is modeled most similarly after the City’s existing sidewalk repair reimbursement program. Currently, that program is managed by Code Compliance. Similarly, staff proposes Code Compliance manage the Graffiti Subsidization Program.

Currently, the Sidewalk Repair Program is allocated \$10,000 per fiscal year. Last year, \$4,565 was utilized and so far, this year \$2,700 has been utilized. For graffiti subsidization, staff anticipates the overall funding need will be smaller, however if Council chooses to implement more than one program—such as the graffiti tip rewards system—a larger fund may need to be considered.

Graffiti Loaner Kits:

This program (Attachment 3) would require minimal management and funding, beyond the initial purchase and provision of supplies, as well as maintaining the check-out system and tracking projects. For example, Full graffiti removal kits (depending on surface) range from \$160 - \$175, the cost of which could be spread out over long term use, being repurchased as need arises.

Staffing considerations would require selecting the designated pick-up and return location for community members, and usage could be tracked via the City’s existing Cartegraph system.

Volunteer Opportunities & Qualified Removal:

The proposed utilization of volunteers in this program (Attachment 4) would allow the City to partner with Wilsonville community to remove graffiti at qualified locations. The program’s goal would be to supplement private property removal at small businesses, non-profits, and any location where graffiti involves hate or obscene speech. This program is modeled after Portland’s approach for City removal of graffiti. Apartment complexes and larger commercial buildings will not be considered qualified locations for the purpose of this program.

In evaluating this program, staff has noted several operational and risk-management factors, which cause staff to not recommend a volunteer program at this time. First, staffing coordination between Public Works, Parks and Recreation and Code Enforcement would be necessary to administer and supervise volunteer efforts. Second, improper removal techniques can cause damage or increase long-term maintenance costs, putting the City at risk for potential liability from property damage. Third, this program depends on a consistent pipeline of qualifying graffiti, if incidents decline or occur only on occasion, the efforts required to organize volunteers may be ineffective. Although this can be addressed by offering City removal of qualified vandalism, this may create staffing constraints as Public Works and Parks and Recreation workers are already addressing all public locations within a 24–48-hour turnaround. Effective administration, management and supervision of volunteers and outcome tracking will require dedicated staff time to ensure the program remains structured and successful.

EXPECTED RESULTS:

A graffiti tip rewards program will target the identification and disincentivizing of responsible parties who vandalize public and private property, along with providing a reward for citizens who come forward and assist the City and law enforcement in abatement.

The subsidization and other alternative programs provide a proactive and community-based approach to the removal of graffiti and seek to achieve abatement outcomes consistent with public property abatement and align with existing programs offered by the City. Staff identified these alternatives to implement further proactive efforts to successfully maintain quick response times and incentivize volunteer and community groups to assist in protecting the City of Wilsonville.

TIMELINE:

Following Council discussion of the draft programs, staff can prepare a resolution for the program(s) Council desires to consider further. Currently, Council Goal No. 2 is planned to be completed in Fall 2026 for all strategies.

CURRENT YEAR BUDGET IMPACTS:

Staff anticipates upfront costs to be absorbed by general budget to provide graffiti removal loaner supplies, along with administrative costs associated with administering each program and providing the reward fund for the graffiti tips program.

Within the larger public safety goal and associated projects governing code enforcement, staff encourages further discussion on creating a general code enforcement fund.

Additionally, staffing capacity in the three impacted departments—Parks & Recreation, Public Works and Code Enforcement—are unable to dedicate full time equivalent (FTE) staff efforts to maintaining some of these programs, i.e. the Volunteer or City Removal of Qualified Locations. Additionally, Code Compliance does not have capacity to manage the subsidy program and any additional enforcement of Vehicle Code provisions and a possible RV Permit Program when considering current workload.

COMMUNITY INVOLVEMENT PROCESS:

Staff has presented at multiple Council work sessions regarding graffiti abatement to present information and draft proposals for Council and public review.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Council's Public Safety Goal aims to ensure that City staff and community members have the tools necessary to address different public safety and livability concerns. Mechanisms to assist private property owners is graffiti removal similarly do not currently exist. These additional tools can help protect the safety and livability of the community.

ALTERNATIVES:

Council may, after consideration of the proposed programs, elect not to adopt any, and maintain

current response strategies to graffiti and vandalism. Alternatively, Council may also choose to adopt certain programs, or delegate to staff to provide more research on any other potential strategy.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Graffiti Tip Rewards Program – DRAFT
2. Graffiti Subsidization Program - DRAFT
3. Graffiti Removal Loaner Kit Program - DRAFT
4. Graffiti Removal Volunteer Opportunities for Qualified Locations – DRAFT



City of Wilsonville

Graffiti Vandalization Tip Reward Program

Program Background

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategies 2.4 calls for the City to “investigate developing a graffiti enforcement/reward program.”

For graffiti on City property, Wilsonville’s Public Works Department has a timely standard operating procedure operated by both Public Works and Parks Departments. The City is responsible for removing graffiti from City-owned assets in the public right-of-way and notifying utility operators of vandalism to their assets.

The Graffiti Tip Reward Program was created to incentivize citizens to take an active role in mitigating graffiti vandalism in Wilsonville.

Authorization

ORS 131.892 authorizes an organization, association, or person to offer a reward for information leading to the apprehension and conviction of any person who has committed a criminal offense. Wilsonville’s reward program will provide payment to any person who provides information on the identity of a graffiti vandal that leads to their apprehension and conviction.

Procedures

Each step must occur for an applicant to be eligible for reward.

Step 1. Applicant reports to Wilsonville police an act of graffiti vandalization.

Reports must be of a graffiti act in progress, about to occur, or having occurred recently. Reports may be made online here: [insert] or by calling [insert]. The graffiti act must have occurred within city limits. The applicant must be able to provide sufficient useful information (identified below) for law enforcement to arrest the suspected perpetrator.

Qualifying useful information includes:

- names and descriptions of vandals,
- specific tags, or markings,
- when and where the graffiti was done
- anything that assists police in making the arrest.

Step 2. Suspected violator is arrested.

Step 3. Violator is charged with graffiti vandalism or possession of vandalism tools.

Step 4. Following a criminal charge, the witness may submit a claim to the City for a reward.

A claim for reward must be filed by a witness within 90 days of the report and confirmation from law enforcement. To be eligible for the reward, disclosure of the applicant’s name and

cooperation with law enforcement are required.

Payment

The reward offered for accurate and useful information is \$250. In the City's sole discretion, larger rewards may be offered depending on severity of damage and usefulness of the information applicant provides. Only one reward is provided per incident. If two or more people provide tips, the first to do so will be eligible for the reward.

City employees, city appointed or elected officials, and city contractors are not eligible for the reward.



City of Wilsonville Graffiti Subsidization Program

Program Background

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategies 2.4 calls for the City to “investigate developing a graffiti enforcement/reward program”

For graffiti on City property, Wilsonville’s Public Works Department has a timely standard operating procedure operated by both Public Works and Parks Departments. The City is responsible for removing graffiti from City-owned assets in the public right-of-way and notifying utility operators of vandalism to their assets.

The Graffiti Subsidization Program was developed in recognition of the gap in procedures to address vandalized private property, and the opportunity for the City to assist community members in removing graffiti.

Reimbursement Eligibility

1. Applications will be accepted for vandalized private property that would not otherwise fall under the maintenance responsibility of the Public Works Department or Parks and Recreation Department.
2. Property-owners may only apply for one reimbursement for one property in a calendar year.
3. First-time applicants will be given priority over previous applicants.
4. Priority will be given to residential applications.
5. For removals that require more service, or for property-owners who are unable to complete the removal themselves, a separate application PRIOR to work commencing can be filed with the City with 3 competitive bids for removal services. The City will cover 50% of the lowest bid or 50% of the service completed, whichever is lowest, subject to a \$500 cap.
6. Work must be completed within 30 days of application approval. If this deadline is not able to be met, applicant may apply for a one-time extension as determined by the City. Applicant must contact the City at least 5 days prior to the work deadline if an extension is necessary.

Use of Funds

1. Reimbursable funds may only be used for the repair or repair products to remove graffiti from private property.
2. To access reimbursement funds, property owners must obtain competitive bids for jobs that require a permit. The maximum reimbursement will be 50% of the lowest bid or 50% of the actual invoiced amount, whichever is less, regardless of who the property-owner chooses for the work, subject to a cap of \$500 per application.
3. All reimbursement awards will be made on a first-come, first-served basis, subject to the availability of funds in the approved City Budget. Once the budgeted amount has been expended, no further applications will be approved for the current fiscal year.

4. The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the property owner from the responsibility of removing the graffiti from their property within the allotted time frame described in [WC 6230-6.250](#).
5. The annual program budget will be allocated an equal amount each quarter of the fiscal year. Any remaining funds from the previous quarter will roll over to the next quarter.

Procedures

Step 1. Property owner submits application form with receipt/invoice attached.

Applications may be emailed to [\[..\]](#) or mailed to City Hall Attn: Graffiti Reimbursement Program 29799 SW Town Center Loop E Wilsonville, OR 97070. Applications must be signed by the owner of the subject property with copies of any product receipts and any copies of bids attached.*

* For removals that require more service, or for property owners who are unable to complete the removal themselves, a separate application PRIOR to work commencing can be filed with the City with 3 competitive bids for removal services. Applications must be signed by the owner of the subject property and have copies of bids attached. Bids must be itemized.

Step 2. City confirms reimbursement eligibility and approves application. Work begins.

For removal product reimbursement, receipt attached will be verified and reimbursement will be issued for 50% of total cost, subject to available funds.

For removal services, PRIOR to work, the property owner may submit application with bids attached. Application may be approved, subject to available funds and will be notified that work may proceed.

Work must be completed within 30 days of either receipt approval or service application approval unless property-owner requests an extension within 5 days of deadline. Applicant must contact the City at least 5 days prior to the work deadline if an extension is necessary.

Step 3. Work complete. Property-owner pays contractor & submits Reimbursement Request with final invoice.

After the work has been completed, the homeowner must submit the actual itemized invoice from the contractor along with a signed Graffiti Removal Reimbursement Request form. Upon approval by the City, the Reimbursement funds will be disbursed in the amount of 50% of the invoice or 50% of the lowest bid for jobs requiring a permit subject to a cap of \$500.



GRAFFITI REMOVAL SERVICE REIMBURSEMENT PROGRAM APPLICATION FORM

Owner Applicant Name: _____
 Mailing Address: _____
 Phone Numbers: _____
 Email address: _____
 Project location address: _____
 Size of Project (square feet): _____ Estimated Cost: _____
 Project description: _____

Attach Copies of Bids:

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

Certification:

By signing this application, I certify that, 1) I am the legal owner of the property where the proposed graffiti removal project will take place, 2) that all the information on this application and accompanying material is true and accurate to the best of my knowledge. If awarded a Reimbursement, I agree to comply with all the rules and conditions set forth in the application packet and on the permit forms.

Signature: _____ Date: _____

Applications may be scanned and emailed to: mailed to City Hall Attn: Graffiti Removal Reimbursement Program 29799 SW Town Center Loop E Wilsonville, OR 97070.

Questions?

Contact David Valenzuela, Code Compliance Coordinator at dvalenzuela@wilsonvilleoregon.gov or (503)570-1603.



City of Wilsonville
Graffiti Removal Loaner Kit Program

Program Background

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategies 2.4 calls for the City to “investigate developing a graffiti enforcement/reward program”

For graffiti on City property, Wilsonville’s Public Works Department has a timely standard operating procedure operated by both Public Works and Parks Departments. The City is responsible for removing graffiti from City-owned assets in the public right-of-way and notifying utility operators of vandalism to their assets.

The Graffiti Removal Loaner Kit Program was developed to provide city resources for citizens and volunteer groups to address graffiti vandalization on private property.

Request a Kit

Kits are available for Wilsonville residents and organizations free of charge. If removing graffiti on private property, permission from the property owner is required.

Email [insert] to request a graffiti removal kit and coordinate a pick up time at Graffiti kits cannot be mailed, in-person pickup is required. Availability of kits is limited. If needed for a specific date, requests should be submitted at least a week in advance to ensure availability.

Graffiti removal kits must be returned to ...

Kit Materials

The graffiti removal kit includes:

- Graffiti cleaning spray
- Towel
- Plastic scraper (to remove stickers)
- Safety gloves
- Safety goggled
- Small Bucket

How to Use the Removal Kit

Use on glass and metal: Graffiti removal kits include a paint removal spray that works best on nonporous surfaces like glass and metal.

This includes metal bike racks, public trash cans, utility boxes and newspaper boxes, fire hydrants, and the backs of metal street signs.

Do NOT use on: Wood, concrete, brick, painted surfaces, the front of street signs, or public art. The best option for removing graffiti from wood, brick, or concrete is to use a power washer or to paint over it.



City of Wilsonville

Graffiti Removal Volunteer Opportunities

Program Background

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategies 2.4 calls for the City to “investigate developing a graffiti enforcement/reward program”

For graffiti on City property, Wilsonville’s Public Works Department has a timely standard operating procedure operated by both Public Works and Parks Departments. The City is responsible for removing graffiti from City-owned assets in the public right-of-way and notifying utility operators of vandalism to their assets.

The implementation of graffiti removal volunteer opportunities is meant to utilize Wilsonville’s volunteer base and system in order to provide abatement services to private property owners.

Volunteer Operations

Graffiti removal volunteer programs can be done alone or as a group. Wilsonville [insert department] manages the City’s graffiti removal volunteer program and will provide the necessary tools.

In practice, volunteer efforts will be prioritized to respond to qualified locations or qualified graffiti content including:

- Small businesses
- Non-profit organizations
- Any location that has been vandalized with hate or obscene speech

How to Volunteer

Volunteer resources can be accessed through the Wilsonville main website.

1. Locate the “Residents” section.
2. Under “Get Involved”, click on “Volunteer”.
3. Select either the “individual Volunteer or “Graffiti Removal Group Volunteer” option.
4. Fill out the provided form.

For additional information, contact [...]



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: March 2, 2026</p>	<p>Subject: Resolution No. 3242 Authorizing the City Manager to Execute a Construction Contract with S-2 Contractors, Inc. for the 2026 Crack Sealing Project (Capital Improvement Project No. 4014)</p> <p>Staff Member: Marissa Rauthause, PE, Civil Engineer</p> <p>Department: Community Development</p>	
<p>Action Required</p> <p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</p> <p><input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to adopt the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract with S-2 Contractors, Inc. in the amount of \$411,550.00 for the construction of the 2026 Crack Sealing Project (Capital Improvement Project 4014).

EXECUTIVE SUMMARY:

The 2026 Crack Sealing Project, a sub-project of the annual Street Maintenance Program, will seal the cracks in the asphalt driving surface of several Wilsonville neighborhoods from June - August 2026 (see **Attachment 1**). The project will seal approximately 115,000 linear feet of cracks on city roadways. In addition, approximately 16,100 square feet of pavement spot repairs will be performed on roads to receive crack sealing, which consists of removing and replacing localized sections of damaged asphalt.

The City received six (6) bids by the February 11, 2026, 2:00 pm deadline (**Attachment 2**). During review of the submitted bids, it was identified that the apparent low bidder did not meet the required pre-qualifications prior to the date bids were due, and their bid was rejected as non-responsive. The bid ranks were updated, and S-2 Contractors, Inc. submitted the lowest responsive and responsible bid of \$411,550.00.

EXPECTED RESULTS:

The expected project results include removing localized damaged pavement and resealing 115,000 linear feet of cracks in the asphalt driving surface on city roadways. This project is expected to extend the life of the roadway surface of including local streets in the Hazelwood, Foxchase, Rivergreen, Morey’s Landing, and Old Town neighborhoods. Refer to **Attachment 1** for a detailed map of all streets scheduled to be crack sealed.

TIMELINE:

Construction is expected to begin on or around June 8, 2026, with a substantial completion date scheduled for August 25, 2026.

CURRENT YEAR BUDGET IMPACTS:

The amended budget for Fiscal Year 2025-26 (FY 25-26) includes funding for street maintenance as summarized below:

CIP No.	Project Name	Funding Source	Adopted FY 25/26 Budget	Contract Amount
4014	Annual Street Maintenance	Road Maintenance Fee	\$3,081,080	\$411,550.00

The 2026 Crack Sealing Project construction contract of \$411,550.00 is within the total Street Maintenance budget amount. The Project is included in the City’s five-year capital improvement plan (CIP) and will carry into subsequent fiscal years.

COMMUNITY INVOLVEMENT PROCESS:

This project is contained within the City’s 5-Year Capital Improvement Plan (CIP), the FY 25-26 Adopted Budget as such, has been through both Budget Committee and Council Actions; processes that provide an opportunity for public conversation.

A project website has been formed to communicate project related impacts and updates. Mailers will be prepared to communicate project impacts to residents and businesses within and near the project areas. Notice of construction impacts to the Wilsonville community at large will be through regular website updates, social media posts, and articles in the Boones Ferry Messenger.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Completion of the project will positively impact roadway surfaces by providing an extension of serviceable life by sealing the cracks of the existing roadways.

Impacts to residential neighborhoods may include single day (7AM – 5PM) restrictions to roadway parking and property access. Barricades and no parking signs will be placed no less than 36 hours but no more than 72 hours prior to commencement of work. Advance door hanger notices and day prior door-to-door verbal contact may be utilized by the Contractor to notify residents and coordinate temporary relocation and parking of vehicles outside of the work area.

ALTERNATIVES:

City staff considered a number of alternatives to rehabilitate the pavement surfaces. Localized pavement repairs and crack sealing of the roadways were selected due to the condition of the current pavement, resulting in the longest extension of serviceable life at the most economical cost.

Council could direct staff to modify the construction scope of work and renegotiate the fee with S-2 Contractors, Inc. or elect to reject all bids and cancel the project outright. Neither alternative is recommended as it will delay needed improvements to city roads.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 3242
 - A. 2026 Crack Sealing Construction Contract

Res. No. 3242 Attachment 2

Item 9.



Project Name: 2026 Crack Sealing

CIP #: 4014

File #:

Bid Opening Date & Time: Wednesday, February 11, 2026 @ 2:00 PM

Engineer's Estimate: \$300,000 - \$350,000

BID SUMMARY

Order Opened	Bidder Name	Envelope Marked (Y/N)	Bid Complete (Y/N)	ODOT ACP (Y/N)	Status Form (Y/N)	NCA (Y/N)	Addendum 1 (Y/N)	Proposal Signed	Bid Security		First Tier Disclosure (Y/N)	Bid Amount	Apparent Bid Rank
									Amount	Type			
1	A.C. Moate Industries, Inc.	Y	Y	N	Y	Y	Y	Y	10%	Bid	Y	\$ 358,947.28	DQ
2	CR Contracting, LLC	Y	Y	Y	Y	Y	Y	Y	10%	Bid	Y	\$ 476,476.00	2
3	Eagle-Elsner, Inc.	Y	Y	Y	Y	Y	Y	Y	10%	Bid	Y	\$ 565,900.00	5
4	KNL Industries, Inc.	Y	Y	Y	Y	Y	Y	Y	10%	Bid	Y	\$ 547,250.00	4
5	Lee Contractors, LLC	Y	Y	Y	Y	Y	Y	Y	10%	Bid	Y	\$ 483,500.00	3
6	S-2 Contractors, Inc.	Y	Y	Y	Y	Y	Y	Y	10%	Bid	Y	\$ 411,550.00	1

RESOLUTION NO. 3242**A RESOLUTION OF THE CITY OF WILSONVILLE TO AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH S-2 CONTRACTORS, INC. FOR THE 2026 CRACK SEALING PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014).**

WHEREAS, the City of Wilsonville has planned, designed, and budgeted for the completion of Capital Improvement Project #4014, known as the 2026 Crack Sealing Project (the Project); and

WHEREAS, the City solicited sealed bids from qualified contractors for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, six (6) bids were received and opened on February 11, 2026, and S-2 Contractors, Inc. submitted a bid of \$411,550 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and S-2 Contractors, Inc. has submitted the lowest responsive and responsible bid.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with S-2 Contractors, Inc. for a stated value of \$411,550, which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of May 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. 2026 Crack Sealing Project Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2026 Crack Sealing Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **S-2 Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Project, dated January 21, 2026, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert, and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the base repairing work and placement of crack seal services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than September 25, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than August 25, 2026, and at Final Completion by September 25, 2026. See **Section 25** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed **Four Hundred Eleven Thousand Five Hundred Fifty Dollars (\$411,550.00)** based on the time and materials pricing described in the Contract Documents, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 26**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 25**.

5.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

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

5.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Contract Documents and in ORS 279C.570.

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

Section 7. Filing of Certified Statement

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

Section 8. Reports to Department of Revenue

When a public contract is awarded to a nonresident bidder and the contract sum exceeds **Ten Thousand Dollars (\$10,000)**, Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 9. City's Rights and Responsibilities

9.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

9.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one/tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

9.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

The City's Project Manager is Marissa Rauthause. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 11. Contractor's Project Manager

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

Section 12. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

14.2. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services

will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

14.3. Contractor shall defend, indemnify, and hold the City harmless against any liability, cost, or damage arising out of Contractor’s use of such subcontractor(s) and subcontractor’s negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor’s subcontractors also comply with and be subject to the provisions of **Section 15**, below, and meet the same insurance requirements of Contractor under this Contract.

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

Section 15. Contractor’s Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

15.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor’s sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor’s sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor’s sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers’ compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor’s Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor’s Work so such Work meets the requirements of the Project.

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

materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

15.4. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

15.6. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

15.7. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require any subcontractor providing labor for the Project to also comply with this drug testing program requirement.

15.8. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including, but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing

or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third-party beneficiary rights against the City.

15.9. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

15.10. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

15.11. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

15.12. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

15.13. Contractor agrees that if Contractor or a subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

15.15. Contractor and any subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

15.15.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

15.16. Contractor and any subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

15.17. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.15.1, 15.15.2, and 15.15.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

15.18. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

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

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

15.21. Contractor, any subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

15.22. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including, but not limited to, those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

15.24. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

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

15.26. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 16. Subcontractor Requirements

16.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

16.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

16.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

16.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

16.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

Section 17. Environmental Laws

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

17.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service
Defense, Department of
Environmental Protection Agency
Bureau of Sport Fisheries and Wildlife
Bureau of Land Management
Bureau of Reclamation
Occupational Safety and Health Administration
Coast Guard

Agriculture, Department of
Soil Conservation Service
Army Corps of Engineers
Interior, Department of
Bureau of Outdoor Recreation
Bureau of Indian Affairs
Labor, Department of
Transportation, Department of
Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board

Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
National Marine Fisheries Service (NMFS)
State Engineer
Water Resources Board

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

City Council
County Commissioners, Board of
Metropolitan Service Districts
Sanitary Districts
Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

17.3. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

17.4. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

17.5. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

Section 18. Indemnity

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

19.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

19.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form

Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

19.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000)**.

19.1.3. Pollution Liability Coverage. Contractor and any applicable subcontractors shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor and any applicable subcontractors will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Two Million Dollars (\$2,000,000)** general aggregate.

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

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

19.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor’s liabilities hereunder in Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via

ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

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

19.2. Primary Coverage. The coverage provided by the policies in **Sections 19.1.1** and **19.1.2** shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 20. Bonding Requirements

20.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

20.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

20.3. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **Thirty Thousand Dollars (\$30,000)**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety’s liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

20.4. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

21.2. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

21.3. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial completion, as defined in ORS 12.135(4)(b), for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

22.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

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

22.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not

limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 29**, for which Contractor has received payment or the City has made payment.

Section 23. Survival

Termination under **Section 22** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 4.3, 14.3, 15.1, 15.4, 15.8, 15.9, 15.23, 17.5, 18, 20, 21, 22.2, 25, 27, 28, 29, 30, and 31** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 22**.

Section 24. Suspension of Work

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

Section 25. Substantial Completion, Final Completion, and Liquidated Damages

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roads are fully functional with only minor Punch List items remaining that do not significantly impact public road use. Unless otherwise agreed to, in writing, by both parties, the Punch List items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all Punch List items have been completed. Final payment will occur upon completion of all Punch List items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before August 25, 2026, or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City

agree that the sums set forth below in **Subsections 25.3 and 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

25.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of **One Hundred Ninety-Three Dollars and Three Cents (\$193.03)** *[amount calculated per Special Provision 00180.85(b)(1)]* for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of September 25, 2026, or any written extension thereof granted by the City, Contractor shall pay the City **Three Hundred Eighty-Six Dollars and Six Cents (\$386.06)** *[amount calculated per Special Provision 00180.85(b)(1)]* for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

25.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to Punch List items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

25.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including, but not limited to, strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 26. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any

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

Section 27. Dispute Resolution

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

Section 28. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 29. Property of the City

All documents, reports, and research gathered or prepared by Contractor under this Contract, including, but not limited to, spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 30. Notices

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

To City: City of Wilsonville
Attn: Marissa Rauthause, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: S-2 Contractors Inc.
Attn: Kerry Robitsch
6860 S. Anderson Rd
Aurora, OR 97002

Section 31. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

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

31.17. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

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

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

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

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

CONTRACTOR:

CITY:

S-2 CONTRACTORS INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Resolution No. 3243 Authorizing the City Manager to Execute a Construction Contract with Interlaken, Inc. for the Boeckman Creek Flow Mitigation Project (Capital Improvement Project #7068) Staff Member: Ethan Rogers, PE, Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2024 Stormwater Master Plan Project BC-2	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Interlaken, Inc. in the amount of \$4,435,537.00 for the construction of the Boeckman Creek Flow Mitigation Project (Capital Improvement Project (CIP) #7068).

Resolution No. 3243 Staff Report

EXECUTIVE SUMMARY:

The Boeckman Creek Flow Mitigation Project (Project) represents work on the final two elements of the Boeckman Road Corridor Project (BRCP).

1. Boeckman Creek stream restoration work to provide fish passage which includes removing the existing culvert, flow control structure, and roadway embankment fill.
2. Mitigation for the resulting Boeckman Creek flow differential after removing the flow control structure via modifications to existing stormwater facilities and site grading to increase stormwater storage capacity.

Due to the complexity and uncertain preparation and approval time needed to obtain the regulatory agency environmental permits for these two interconnected elements, they were removed from the BRCP contract work in order to timely proceed with construction of the other BRCP elements, including the Boeckman Creek Bridge.

Resolution No. 3243 authorizes the construction contract for the Project, including the removal of the existing Boeckman Creek embankment, culvert and flow control structure at Boeckman Road and restoration of the Boeckman Creek stream channel for fish passage (Figure 1). Due to the removal of the Boeckman Creek flow control structure as required by the regulatory agencies to re-establish fish passage, mitigation of the resulting increase in stormwater flow is necessary to avoid downstream channel impacts in Boeckman Creek. As a result, the Project includes flow mitigation through modifications to the existing stormwater facilities in the Ash Meadows area to re-establish the historic, natural flow pattern of the drainage basin between the Siemens property and I-5 (Figure 2).



Figure 1

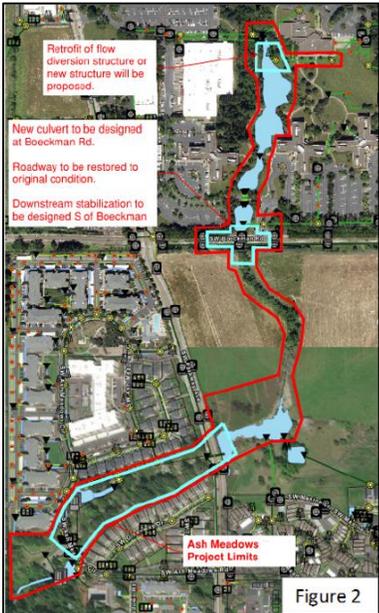


Figure 2

The City received three (3) bids by the January 29, 2026, 2:00 pm deadline (**Attachment 2**), of which Interlaken, Inc. submitted the lowest responsive and responsible bid of \$4,435,537.00.

EXPECTED RESULTS:

Construction of the Project results in the restoration of Boeckman Creek at Boeckman Road, re-establishing fish passage within Boeckman Creek, and a return of natural flow patterns to both the Boeckman Creek and Coffee Creek drainage basins, mitigating potential downstream impacts.

TIMELINE:

Construction of the Project is expected to begin in March 2026 with a substantial completion date scheduled for November 30, 2026.

CURRENT YEAR BUDGET IMPACTS:

The amended budget for Fiscal Year 2025-26 (FY25-26) includes funding from Stormwater Operating and System Development Charges (SDC) for construction, contract administration, and overhead for the Project as follows:

CIP No.	Project Name	Funding Source	Adopted FY26 Budget	Contract Amount
7068	Boeckman Creek Flow Mitigation	Stormwater Operating & SDC	\$ 2,213,892	\$ 4,435,537

This Project is included in the City’s five-year capital improvement plan, including additional funding in the amount of \$2,341,700 for Project construction in the next fiscal year. The construction contract is within the anticipated budget amount, which will span multiple budget years.

COMMUNITY INVOLVEMENT PROCESS:

During the engineering design phase of the Project, multiple public meetings and open house events were held to allow for community involvement and education on the project and provided a forum for questions from the community on the project to be answered. A project website has been formed and updated regularly to communicate project related impacts and updates. Frequent communication with nearby stakeholders, such as the Brendon Estates Homeowners Association and Siemens, occurred throughout the design phase of the project and will continue during construction. Notice of upcoming construction impacts will be provided through website updates, door hangers, social media, and articles in the Boones Ferry Messenger.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will contribute to restoring the natural drainage patterns in the Coffee Lake and Boeckman Creek drainage basins in Wilsonville. Restoring these patterns will allow stream restoration and responsible removal of the culvert and flow control structure in Boeckman Creek that currently obstruct fish passage. The Coffee Lake Basin restoration will alleviate increased flows within Boeckman Creek, helping to mitigate potential downstream erosion impacts to

private property. Achieving fish passage will allow the City to meet regulatory requirements associated with replacing the Boeckman Dip with a bridge, which was a much-needed connection for the Wilsonville community's transportation systems.

ALTERNATIVES:

The project team assessed several Boeckman Creek flow mitigation options associated with establishment of fish passage, and removal of the culvert and flow control structure as part of the BRCP. This assessment is documented in the May 2023 "Boeckman Creek Flow Mitigation Alternatives Evaluation, Technical Memorandum." Restoration of the Coffee Lake drainage basin through enhancement of the Ash Meadows drainage is identified as the preferred option as it provides the greatest flow mitigation benefit with the least impact to private property at the most economical cost.

Council could direct staff to reject all bids and re-solicit the Invitation to Bid, or to reject all bids and cancel the project outright. These two alternatives are not recommended as it will cause construction to miss the regulatory "in-water work window" between July and October and delay the necessary improvements, as well as cause the City to be in violation of regulatory requirements established during the Boeckman Road Corridor Project.

CITY MANAGER COMMENT:

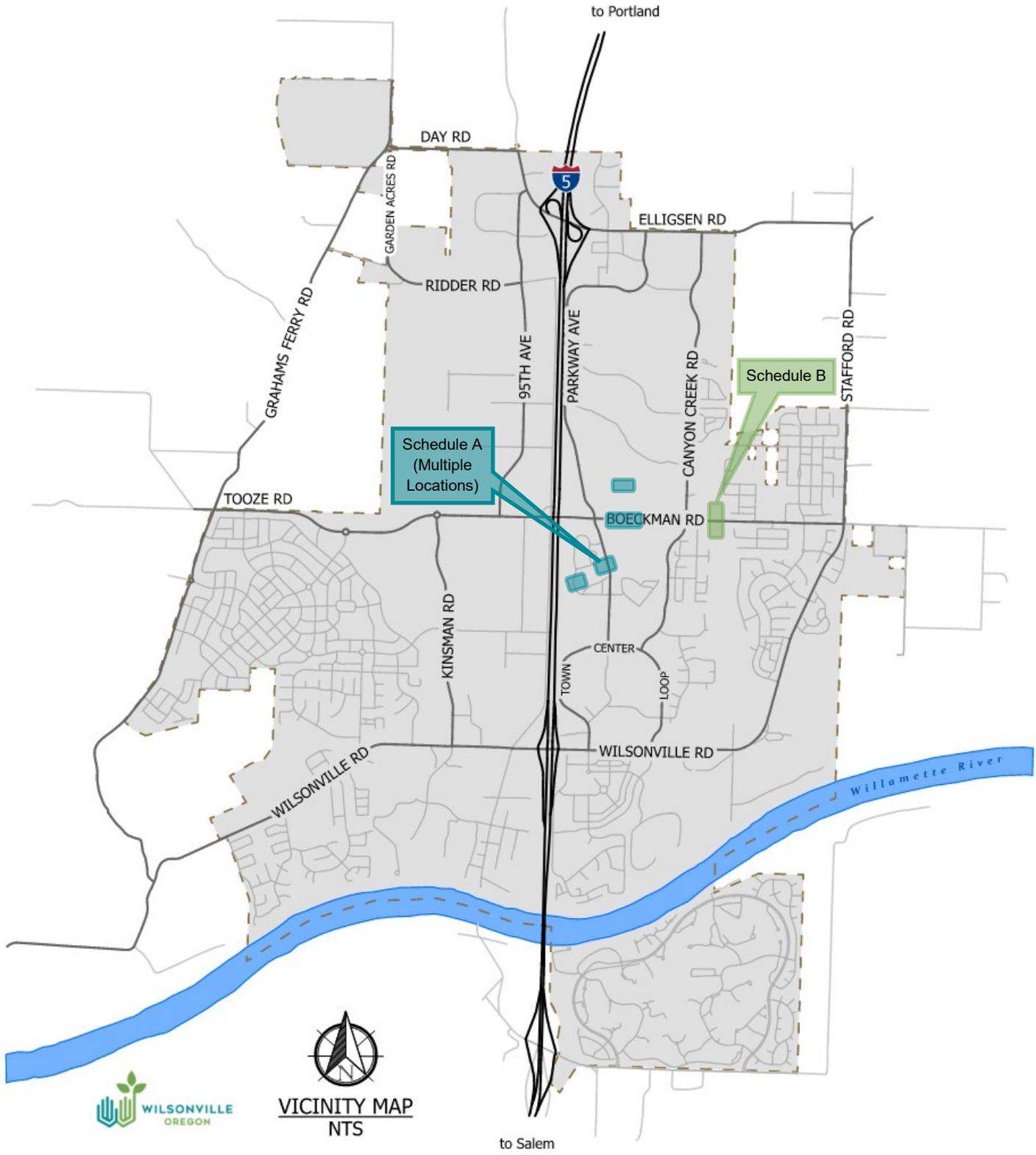
N/A

ATTACHMENTS:

1. Vicinity Map
2. Bid Summary
3. Resolution No. 3243
 - A. Boeckman Creek Flow Mitigation Construction Contract

RESOLUTION NO. 3243 ATTACHMENT 1

Item 10.



RESOLUTION NO. 3243 EXHIBIT A

Item 10.



BID SUMMARY

Project Name: Ash Meadows/Boeckman Creek Flow Mitigation Project

CIP #: 7068

Bid Opening Date & Time: Thursday, January 29, 2026 @ 2:00 PM

File #:

Engineer's Estimate: \$5,845,000

Order Opened	Bidder Name	Envelope Marked	Proposal Complete	ODOT EART (Y/N)	Status Form (Y/N)	NCA (Y/N)	Addendum 1 (Y/N)	Addendum 2 (Y/N)	Proposal Signed (Y/N)	Bid Security		First Tier Disclosure (Y/N)	Bid Amount	Final Bid Rank
										Amount	Type			
1	Lee Contractors, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	10% of Bid	Bid Bond	Yes	\$ 5,068,433.00	3
2	Interlaken, Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	10% of Bid	Bid Bond	Yes	\$ 4,435,537.00	1
3	K&E Excavating, Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	10% of Bid	Bid Bond	Yes	\$ 4,899,160.00	2

RESOLUTION NO. 3243**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH INTERLAKEN, INC. FOR THE BOECKMAN CREEK FLOW MITIGATION PROJECT (CAPITAL IMPROVEMENT PROJECT 7068).**

WHEREAS, the City of Wilsonville has planned, designed, and budgeted for the completion of Capital Improvement Project #7068, known as the Boeckman Creek Flow Mitigation Project (the Project); and

WHEREAS, the City solicited sealed bids from qualified contractors for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, three (3) bids were received and opened on January 29, 2026, and Interlaken, Inc. submitted a bid of \$4,435,537.00 for the Project, which was subsequently evaluated and determined to be the lowest responsive bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Interlaken, Inc. has provided the lowest responsive and responsible bid.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Interlaken, Inc. for a not-to-exceed amount of \$4,435,537.00 which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of May, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. Boeckman Creek Flow Mitigation Project Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the Boeckman Creek Flow Mitigation (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Interlaken, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Boeckman Creek Flow Mitigation Project, dated January 6, 2026, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; 2010 ADA Standards for Accessible Design, as amended; 2004 Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the construction work for the Boeckman Creek Flow Mitigation; Ash Meadows and Boeckman Creek Restoration as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than December 31, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than November 30, 2026, and at Final Completion by December 31, 2026. See **Section 25** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed **Four Million Four Hundred Thirty-Five Thousand Five Hundred Thirty-Seven Dollars (\$4,435,537.00)**, based on the unit pricing described in the Contract Documents, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is more particularly described in the Contract Documents.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work described in

the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 26**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 25**.

5.4. Contractor will be responsible for the direct payment of required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

5.5. Contractor's unit prices and Contract Sum are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

5.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Contract Documents and in ORS 279C.570.

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision

in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

Section 7. Filing of Certified Statement

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

Section 8. Reports to Department of Revenue

When a public contract is awarded to a nonresident bidder and the contract sum exceeds **Ten Thousand Dollars (\$10,000)**, Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 9. City's Rights and Responsibilities

9.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

9.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

9.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from

any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

The City's Project Manager is Ethan Rogers. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 11. Contractor's Project Manager

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

Section 12. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any

attempted assignment of this Contract without the written consent of the City will be void. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Work performed under subcontract to Contractor, as approved by the City, Contractor shall only charge the compensation rates shown on the approved unit pricing in the Contract Documents. Rate schedules or unit pricing for named or unnamed subcontractors, and Contractor markups of subcontractor billings, will only be recognized by the City as set forth in the approved unit pricing in the Contract Documents, unless documented and pre-approved, in writing, by the City pursuant to a modification to Contractor's Rate Schedule, per **Section 26** of this Contract. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

14.2. Contractor shall defend, indemnify, and hold the City harmless against any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of **Section 15**, below, and meet the same insurance requirements of Contractor under this Contract.

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

Section 15. Contractor's Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

15.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of

Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

15.3. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

15.4. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

15.6. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

15.7. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall

demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require any subcontractor providing labor for the Project to also comply with this drug testing program requirement.

15.8. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including, but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third-party beneficiary rights against the City.

15.9. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

15.10. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

15.11. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

15.12. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

15.13. Contractor agrees that if Contractor or a subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

15.15. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

15.15.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

15.16. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

15.17. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.15.1, 15.15.2, and 15.15.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

15.18. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

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

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

15.21. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

15.22. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including, but not limited to,

those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

15.23. Contractor shall be liable for any fine imposed against Contractor, the City, or the ‘Project’ as a result of a violation of any laws or permitting requirements by Contractor, or any of its subcontractors or their subcontractors, or any suppliers.

15.24. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

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

15.26. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 16. Subcontractor Requirements

16.1. If subcontractors are permitted, Contractor’s relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

16.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

16.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

16.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

16.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

Section 17. Environmental Laws

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

17.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service
Defense, Department of
Environmental Protection Agency
Bureau of Sport Fisheries and Wildlife
Bureau of Land Management
Bureau of Reclamation
Occupational Safety and Health Administration
Coast Guard

Agriculture, Department of
Soil Conservation Service
Army Corps of Engineers
Interior, Department of
Bureau of Outdoor Recreation
Bureau of Indian Affairs
Labor, Department of
Transportation, Department of
Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board

Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
National Marine Fisheries Service (NMFS)
State Engineer
Water Resources Board

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

City Council
 County Commissioners, Board of
 Metropolitan Service Districts
 Sanitary Districts
 Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

17.3. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

17.4. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

17.5. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

Section 18. Indemnity

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

19.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

19.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **Two Million Dollars (\$2,000,000)**.

19.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Two Million Dollars (\$2,000,000)** general aggregate.

19.1.4. Workers' Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more

than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

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

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

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

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

Section 20. Bonding Requirements

20.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

20.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

20.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with **Public Works Standards Section 201.10.03**. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have thirty (30) days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

20.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **Thirty Thousand Dollars (\$30,000)**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

20.5. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

21.2. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the

City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

21.3. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, as defined in ORS 12.135(4)(b), for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

22.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

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

22.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 29**, for which Contractor has received payment or the City has made payment.

Section 23. Survival

Termination under **Section 22** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 4.3, 14.2, 15.1, 15.4, 15.8, 15.9, 15.23, 17.5, 18, 20, 21, 22.2, 25, 27, 28, 29, 30, and 31** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 22**. Contractor shall surrender to the City items of Work, or portions thereof, for which Consultant has received payment or the City has made payment.

Section 24. Suspension of Work

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

Section 25. Substantial Completion, Final Completion, and Liquidated Damages

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and Boeckman Creek stream has been fully restored and functional, with only minor Punch List items remaining that do not significantly impact the flow differential. Unless otherwise agreed to, in writing, by both parties, the Punch List items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all Punch List items have been completed. Final payment will occur upon completion of all Punch List items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before November 30, 2026, or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 25.3 and 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

25.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of **Six Hundred Eighty-Five Dollars and Fifty-Seven Cents (\$685.57)** [amount calculated per *Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of December 31, 2026, or any written extension thereof granted by the City, Contractor shall pay the City **One Thousand Three Hundred Sixty-Nine Dollars and Thirteen Cents (\$1,369.13)** [amount calculated per Special Provision 00180.85(b)(1)] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

25.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to Punch List items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

25.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including, but not limited to, strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

25.7. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Final Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to Punch List items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

25.8. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including, but not limited to, strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 26. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document,

contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 27. Dispute Resolution

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

Section 28. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 29. As-Builts/Property of the City

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Contractor under this Contract, including, but not limited to, spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 30. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as

certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Ethan Rogers, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Interlaken, Inc.
Attn: Andy Coate
2026 NW Birdsdale Ave
Gresham, OR 97030

Mailing: PO Box 2010
Fairview, OR 97024

Section 31. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

31.16. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise,

to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

31.17. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

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

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

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

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

CONTRACTOR:

CITY:

INTERLAKEN, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Resolution No. 3258 - Authorizing the City Manager to Execute a Financing Contract with Oregon Business Development Department for Design of the Coffee Creek Day Road Sewer Extension Project (Capital Improvement Project No. 2115)	
		Staff Member: Amy Maag, Development Engineering Manager and Matt Lorenzen, Economic Development Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Coffee Creek Master Plan Coffee Creek Urban Renewal Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Does the Council wish to adopt Resolution No. 3258, authorizing the City Manager to execute a Financing Contract with Oregon Business Development Department (OBDD) for design of the Coffee Creek Day Road Sewer Extension Project (Capital Improvement Project No. 2115).

EXECUTIVE SUMMARY:

The Oregon Legislature adopted Senate Bill 4 in 2023 and committed \$10 million dollars to the Industrial Lands Loan Fund, administered by the Oregon Business Development Department (OBDD) doing business as (dba) Business Oregon, to support private and public investments in industrial lands projects associated with new or expanded semiconductor manufacturing industry uses. The Semiconductor Industrial Lands Loan (SILL) Program's purpose is to accelerate investment in planning and improving industrial lands to support investment in semiconductor manufacturing uses and increase the state's inventory of project-ready industrial sites for semiconductor manufacturing industry investments. The SILL Program is a forgivable loan program designed to reimburse government entities, property owners and businesses, up to \$2.5 million for development projects, and planning activities of at least \$100,000 for sites of 10 acres or more. Development projects can include a range of eligible activities such as land acquisition, infrastructure and utility improvements, and environmental remediation or mitigation of industrial properties for semiconductor manufacturing uses.

Proposed projects must consist of at least 10 acres of site area, be zoned for industrial use, have site access to transportation and freight infrastructure and be located within 50 miles from present semiconductor industry clusters in Oregon located in and around Corvallis, Eugene, Gresham, Hillsboro, Medford, and Redmond. Any public entity such as county, city, port or airport district, and local tribe is eligible, as well as businesses and/or private property owners.

Projects must fall into one of two categories: Planning projects, or development projects. Planning project activities must be completed within 24 months from the date of entering into a loan agreement (financing contract).

Economic Development staff for the City prepared an application for a Planning Project in early 2025, as described below:

“Day Road Sewer Design. All utilities are available along Day Road to enable development, EXCEPT sewer. This necessary installation will promote industrial development AND provide the potential for siting semiconductor (likely supply chain) companies. Design must come before construction, so we are seeking a forgivable SILL loan to fund design/engineering. Construction will be funded by Urban Renewal.”

The City requested and was awarded \$250,000. The total project cost for design of sewer infrastructure (design only; no construction) in Day Road is estimated at \$780,000. The City's match is \$530,000.

Eligible Costs of a Planning Project:

- Planning, engineering, legal and other professional services associated with:
 - Preparation of local, state, and federal permits and related administrative costs
- Direct project expenses to carry out the project and related administrative costs
- Other costs that Business Oregon determines to be necessary or useful for the project

Forgivable Loan Agreement Terms and Conditions

- Planning projects are required to be completed within 24 months of contract execution
- Loan funds are disbursed on an expense reimbursement or cost-incurred basis. Advance payments may be made, although only when justified and approved.
- Loan repayment obligations will be forgiven if approved projects and activities are completed within the performance timelines noted above and completion of any continued use clause which may be a period of up to 10 years.

EXPECTED RESULTS:

To formalize the forgivable loan between OBDD and the City of Wilsonville, the City needs to sign the Financing Contract, an Exhibit to Resolution No. 3258.

Staff expects to expend funds on design work through June 30, 2027. Engineering staff will manage the Day Road Sewer Design Project. Upon project completion and/or at landmark points throughout the project, the City will request reimbursement from OBDD for expenses incurred, up to \$250,000. Such reimbursement payments are considered loan proceeds under the Financing Contract and are fully forgivable if the City completes the project by the Completion Deadline, July 1, 2027, or an alternate date, as agreed upon in writing between OBDD and the City of Wilsonville.

Staff expects to complete the Project on or before June 30, 2027 and does *not* expect to be responsible for repayment of any portion of the \$250,000 forgivable loan.

TIMELINE:

Project work will commence soon after the Financing Contract with OBDD is signed by both parties. The Project must be complete on or before July 1, 2027.

CURRENT YEAR BUDGET IMPACTS:

The City/Urban Renewal Agency had planned to fund this \$780,000 project fully, from the Coffee Creek Urban Renewal Plan. This \$250,000 forgivable loan will decrease costs to the Urban Renewal Agency in the same amount: \$250,000.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Extending sewer infrastructure along Day Road will spur industrial development in both Coffee Creek and Basalt Creek industrial areas, strengthening the tax base and the City's general fund.

ALTERNATIVES:

Fund the project fully using tax increment funds from the Coffee Creek Urban Renewal Plan, with no financial assistance from OBDD.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3258
 - A. Financing Contract

RESOLUTION NO. 3258

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCING CONTRACT WITH OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE DESIGN OF THE COFFEE CREEK DAY ROAD SEWER EXTENSION PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 2115).

WHEREAS, the City has planned and budgeted for Capitol Improvement Project (CIP) #2155, known as the Coffee Creek Day Road Sewer Extension project (the “Project”); and

WHEREAS, the Project includes preliminary engineering and design work necessary to ready the Project for construction; and

WHEREAS, the Project was awarded state funds pursuant to Oregon Laws 2023, chapter 25, sections 14 to 23 (commonly known as Senate Bill 4 (2023), the “Act”) in the amount of \$250,000; and

WHEREAS, the City provided sufficient local match for the Project utilizing Coffee Creek Urban Renewal Funds; and

WHEREAS, the City of Wilsonville is required to enter into a Financing Contract (“Contract”) with the State of Oregon, acting by and through its Oregon Business Development Department to ensure the funds are expended on the Project and

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

Section 1. The City Council does hereby approve and authorize the City Manager to sign financing contract No. C2025755 between the City of Wilsonville and State of Oregon, acting by and through its Oregon Business Development Department to ensure the project known as the Coffee Creek Day Road Sewer Extension (CIP #2115), proceeds as set forth in the City’s Industrial Lands Loan Fund application. A copy of Financing Contract No. C2025755 marked **Exhibit A** is attached hereto and incorporated herein.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of March, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. Financing Contract – Oregon Business Development Department Project No. C2025755

OREGON BUSINESS DEVELOPMENT DEPARTMENT
SEMICONDUCTOR INDUSTRIAL LANDS LOAN
FINANCING CONTRACT

Project Name: Day Road Sewer Design Project

Project Number: C2025755

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and City of Wilsonville (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

Pursuant to Oregon Laws 2023, chapter 25, sections 14 to 23 (commonly known as Senate Bill 4 (2023), the “Act”), OBDD is authorized to provide financial assistance including forgivable loans from moneys in the Industrial Lands Loan Fund (“Fund”) to “Project Sponsors” as defined by section 14(9) of the Act. Pursuant to the Act, program administrative rules provided by OAR Chapter 123, Division 099 (the “Rules”), and [the Semiconductor Industrial Lands Loan Program Guidelines](#) (OBDD is authorized to award a loan to Recipient, a Project Sponsor.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Contract (without exhibits)
- Exhibit A General Definitions
- Exhibit B Project Description; Project Special Conditions
- Exhibit C Project Budget
- Exhibit D Security
- Exhibit E Project Map

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Collateral” means any property, real or personal, whether now owned or existing or hereafter acquired or arising, which is subject to a lien, security interest, pledge or assignment in favor of OBDD pursuant to any of security documents and any other agreement or loan document between Recipient and OBDD.

“Estimated Project Cost” means \$780,000.

“Forgivable Loan Amount” means \$250,000.

“Maturity Date” means the 10th anniversary of the Effective Date.

“Interest Rate” means 4.24% per annum, computed by counting actual days occurring in a 360-day year.

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 1 July 2027.

“Project Property” means SW Day Road right-of-way located in Washington County where undeveloped Industrial Land is located.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount (“Loan”), which is made pursuant to 2023 Oregon Laws Chapter 025, sections 14-23.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Unless forgiven under Section 4.B, Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Such payments are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit D (Security). The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Forgiveness.
 - (1) If Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and satisfies the Project Continued Use Obligation as determined by OBDD, and provided that no Event of Default has occurred, OBDD shall, within 90 days after the Project Continued Use Obligation is met, forgive repayment of the Loan and any interest accrued thereon and cancel the Loan. Forgiveness shall also be conditioned on Recipient’s submission of documentation required by OBDD, OBDD’s review of Recipient’s documentation, and OBDD’s determination that Recipient has complied with the conditions set forth in this Contract.

- (2) Noncompliance with the forgiveness requirements in Section 4.B(1) above shall trigger a forgivable condition default requiring the Forgivable Loan Amount to be repaid as provided in Section 4.C below.
- (3) Notwithstanding Section 4.B(2) above, OBDD may, in its discretion, allow Recipient to cure noncompliance with performance or other conditions. In addition, OBDD may in its discretion provide for partial forgiveness for Recipient's noncompliance with performance or other conditions.

C. Interest and Loan Payments.

- (1) Except as provided in Section 4.C(4) below, if Recipient fails to meet the conditions for forgiveness as outlined in Section 4.B, interest shall accrue at the Interest Rate on the disbursed Financing Proceeds (principal) for the Loan starting on the Project Completion Deadline until it is fully paid. All unpaid interest accrued prior to the Repayment Commencement Date is payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.
- (2) Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay so much of the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- (3) Recipient authorizes OBDD to calculate accrued interest and principal payment amounts as necessary under this Contract for purposes including for purposes of determining a loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.
- (4) If Recipient fails to meet the requirements of Section 8.D, "Ownership of Project- Term of Years", for the completed Project to be directly owned or operated by Recipient or the subject of a management contract or an operating agreement to which Recipient is a party, the Forgivable Loan Amount disbursed shall be due and payable in full by Recipient within 30 days of the applicable change in ownership, operation, management contract or operating agreement by Recipient.

D. Loan Prepayments.

- (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. Recipient may prepay, without any premium or penalty, all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

- F. Security. Recipient's obligations under this Contract shall be secured by the Collateral described in Exhibit D.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Any documentation reasonably requested by OBDD that secures the Collateral described in Exhibit D.
 - (3) Documentation acceptable to OBDD providing that the Project Property is "Industrial Land" as that term is defined in Exhibit A.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Industrial Lands Loan Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Recipient has delivered documentation satisfactory to OBDD that all requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds in accordance with the Act and only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD.

- B. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- C. Ineligible Uses. Recipient may not use any of the Financing Proceeds for the following purposes:
- (1) The payment of a penalty or fine.
 - (2) The payment of environmental remediation activities conducted at an industrial land site that is listed or proposed to be listed as a national priority pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC 9605), for which Recipient is liable under 42 USC 9607.
 - (3) Retirement of debt.
 - (4) Projects that primarily focus on relocating business or economic activity from one part of the state to another, except in cases where the business or economic activity would otherwise be located outside Oregon.
 - (5) Ongoing operations or maintenance expenses of any person.

SECTION 7 – REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient is a Public Entity that is investing in the preparation of the Project Property for a Development Project.
 - (3) Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (4) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (5) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not:
- (1) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound;
 - (2) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient;
 - (3) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or
 - (4) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 – COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) Prevailing Wage Requirements.

- (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.
- (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 USC 3141 *et seq.*).
- (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.
- (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI’s current List of Contractors Ineligible to Receive Public Works Contracts.
- (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI’s rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
- (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (2) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

D. Ownership of Project- Term of Years. During the term of the Loan and for a term of 10 years after the Project Completion Date, the Project is and will continue to be owned or operated by Recipient or the subject of a management contract or an operating agreement to which Recipient is a party (“Project Continued Use Obligation”).

E. Reporting Requirements.

- (1) Following the date on which Recipient enters into this Contract with OBDD, pursuant to OAR 123-099-0080, Recipient shall submit, on a form provided by OBDD: (a) a project activity report no later than May 15 each year covering the prior period from July 1 – December 31; and (b) a project activity report no later than November 15 each year covering the prior period from January 1 – June 30. The project activity reports shall

include descriptions of the Project activities, Project expenditures, Project milestones completed, overall outcomes, and any other information required by OBDD.

- (2) The reporting obligations provided in this Section cease on the earlier of the date this Contract expires, the date this Contract is terminated, the date OBDD forgives the Loan or the date Recipient repaid the Loan in full.

F. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD:

- (1) to inspect, at any reasonable time, the property, if any, constituting the Project; and
- (2) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

H. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

I. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

J. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.

K. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled

to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8.K(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by any federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a

waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

- L. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 – DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Recipient fails to make any Loan payment when due.
- B. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- C. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) Recipient takes any action for the purpose of effecting any of the above.
- D. Recipient defaults under any other Financing Document and fails to cure such default within any applicable grace period.
- E. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through D of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 – REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD’s commitment and obligation to make the Loan or disbursements of Financing Proceeds under the Contract.

- (2) Barring Recipient from receiving future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of all or a portion of the Loan and interest on all or any portion of the Loan earned by Recipient on those Loan funds.
 - (5) Terminating the Contract.
 - (6) Enforcing any liens as described in Exhibit D.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9.E of this Contract.
- D. Default by OBDD. If OBDD is in default, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Forgivable Loan Amount, less any claims OBDD has against Recipient.

SECTION 11 – MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Confidentiality of Submissions.

- (1) Reports, documentation and other information Recipient submits to OBDD pursuant to the Act (“Submissions”) are subject to the Oregon Public Records Law, ORS Chapter 192.
- (2) OBDD acknowledges that Submissions or portions of Submissions Recipient has previously made pursuant to the Act or will provide in performance of this Contract may be exempt from disclosure under Oregon Public Records Law or other law. OBDD will disclose Submissions or portions of Submissions to the extent required by Oregon Public Records Law and to the extent disclosure is required by other law, court order or government order, including orders from the Attorney General.
- (3) It is Recipient’s responsibility to mark data and information that legitimately and specifically qualify for an exemption from disclosure. To designate an item or portion of one as exempt from disclosure, Recipient shall:
 - (a) Clearly identify in the body of the Submission only the limited data or information exempt;
 - (b) Stipulate the Oregon Public Records Law exemption(s) believed to apply; and
 - (c) Provide justification for how each identified portion meets that exemption’s criteria.
- (4) Notwithstanding the foregoing, Recipient’s failure to mark a Submission or portion of a Submission, shall not be conclusive evidence as to whether a Submission was submitted in confidence or is subject to disclosure.
- (5) OBDD shall determine whether data or any information is actually exempt from disclosure and shall redact from disclosure only that data or information.
- (6) If OBDD is subject to a disclosure order or receives from a third party any public records request for the disclosure of Submissions or portions of a Submission, OBDD shall notify Recipient of the request or disclosure order.

D. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

E. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: Economic Development Manager
City of Wilsonville
29799 SW Town Center Loop E,
Wilsonville, OR 97070

- F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- H. Amendments, Waivers.
- (1) This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
 - (2) Upon request by Recipient, OBDD may approve an amendment for a reasonable extension of the Maturity Date provided in this Contract for making any repayment in emergency or hardship circumstances.
- I. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- J. Choice of Law; Designation of Forum; Federal Forum.
- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
 - (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
 - (3) Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to

sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department

CITY OF WILSONVILLE

By: _____
Melisa Drugge, Business Services
Director

By: _____
Bryan Cosgrove, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.193 through 285A.198, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 05 December 2025.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Development Project” means a project for the acquisition, improvement, construction, demolition or redevelopment of publicly or privately owned utilities, buildings, land, transportation facilities or other facilities that assist the economic and community development of a municipality. Development Projects include project activities that are necessary or useful to a Development Project as determined by OBDD.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Industrial Land” means land planned and zoned for industrial use that:

- (a) suitable for new Semiconductor Industry Uses, or the expansion of existing Semiconductor Industry Uses, that can provide significant additional employment in Oregon;
- (b) Has land characteristics that provide significant competitive advantages that are difficult or impossible to replicate; and
- (c) Has access to transportation and freight infrastructure, including, but not limited to, rail, port, airport, multimodal freight or transshipment facilities and other major transportation facilities or routes.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Public Entity” means (a) A city or county in Oregon; (b) A port formed under ORS 777.005 to 777.725; (c) The Port of Portland created by ORS 778.010; (d) The tribal council of a federally recognized Indian tribe in this state; or (e) An airport district established under ORS chapter 838.

“Semiconductor Industry Use” means the use of property to:

- (a) Construct, expand, or modernize a facility for the fabrication, assembly, testing, advanced packaging or production of semiconductors, materials used to manufacture semiconductors or semiconductor manufacturing equipment; or
- (b) Conduct research and development with respect to semiconductors, materials used to manufacture semiconductors or semiconductor manufacturing equipment.

EXHIBIT B - PROJECT DESCRIPTION; PROJECT SPECIAL CONDITIONS

I. PROJECT DESCRIPTION

Recipient shall, with the assistance of licensed professional consultants and licensed contractors, complete design of the Day Road Sewer located in the SW Day Road right-of-way in Washington County

II. PROJECT SPECIAL CONDITIONS

Recipient shall provide OBDD with proof of Project completion, and copies of all studies, drawings and recommendations for the Project prior to reimbursement of costs incurred.

EXHIBIT C - PROJECT BUDGET

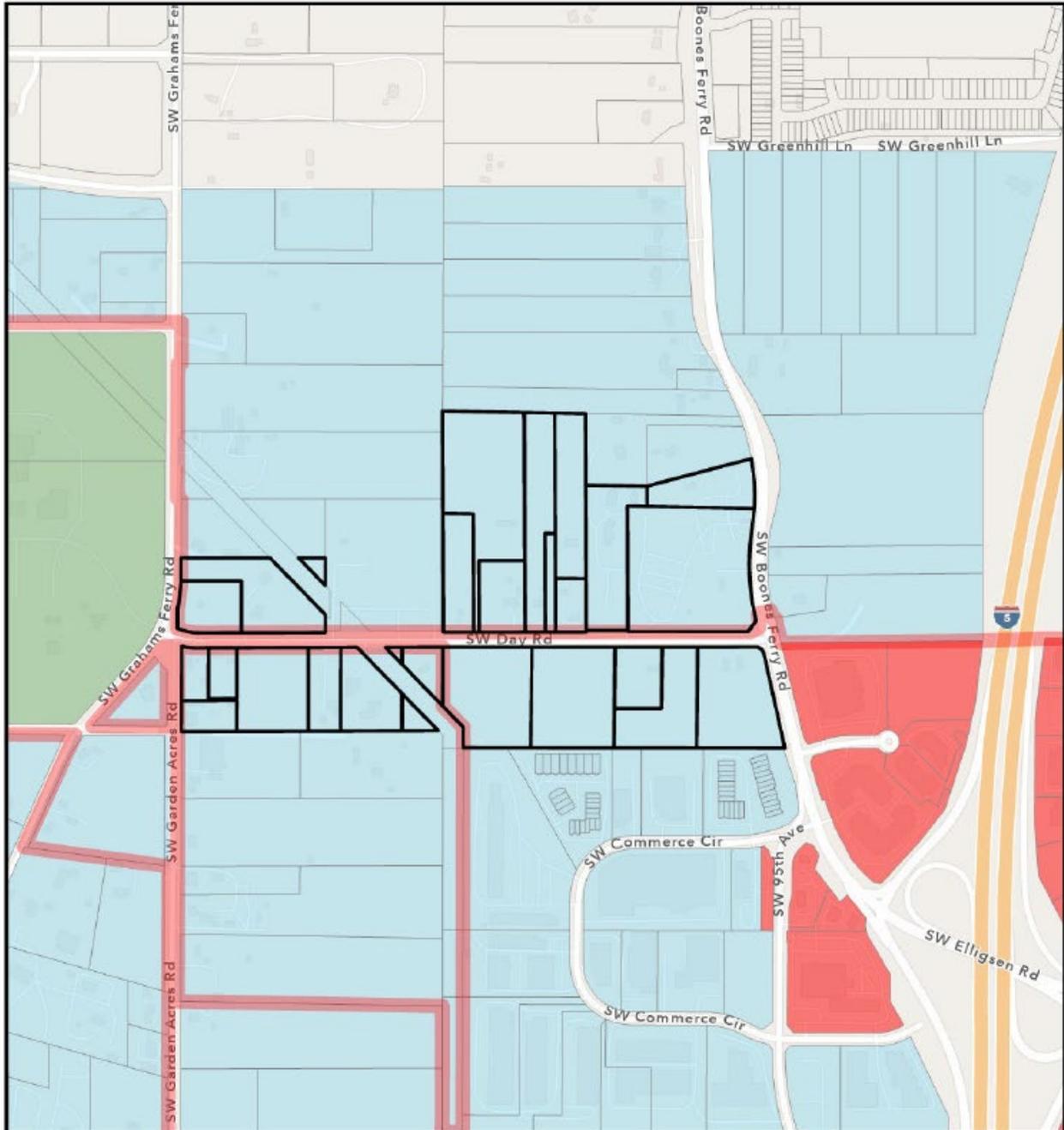
Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Day Road Sewer Design	\$250,000	\$530,000
Total	\$250,000	\$530,000

EXHIBIT D - SECURITY

The Loan is secured by the following:

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.

EXHIBIT E – PROJECT MAP



The City of Wilsonville, Oregon
Washington Counties



Subject Taxlots: Day Road

-  Wilsonville City Limits
-  Commercial
-  Industrial
-  Public



2/5/2025





CITY COUNCIL MINUTES

February 19, 2026, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, February 19, 2026. The Mayor called the meeting to order at 7:00 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT:

Mayor O'Neil
 Councilor President Berry
 Councilor Cunningham
 Councilor Shevlin
 Councilor Scull

STAFF PRESENT:

Amanda Guile-Hinman, City Attorney
 Andrea Villagrana, Human Resource Manager
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Dwight Brashear, Transit Director
 Everett Wild, Government Affairs Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Zach Weigel, City Engineer
 Zoe Mombert, Assistant to the City Manager

3. Motion to approve the following order of the agenda.

Motion: Moved to approve the following order of the agenda.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings (*Link to City Calendar: <https://www.wilsonvilleoregon.gov/calendar>*)

The Mayor welcomed the audience and hoped all enjoyed the President's Day holiday on Monday, February 19, 2026. The Mayor also recalled that Ash Wednesday and the beginning of Lent occurred on February 18, 2026.

The Mayor then announced he had learned that Jiro Sato, a longtime leader of international exchange and a central figure in the Wilsonville-Kitakata Sister City Relationship, passed away recently at the age of eighty-six in Kitakata, Fukushima Prefecture, Japan. The Mayor shared that Jiro Sato had been a driving force behind the student exchanges between Wilsonville and Kitakata and touched many lives with his kindness, warmth, and commitment to inclusion and service. The Mayor then asked the audience to join him in a moment of silence to recognize Jiro Sato.

Legislative Testimony

- Over the past several weeks, the Mayor had gone to Salem to testify on multiple bills, beginning with advocating to keep the \$1 million secured last year for the Boone Bridge whole. The Mayor thanked the 27 Wilsonville residents, including three of his colleagues on the dais, who submitted testimony in support.
- In addition, the Mayor testified on an economic development bill that would add a valuable tool to Wilsonville's economic development toolbox, and in support of creating a State Commission on Artificial Intelligence named in honor of the late Senator Aaron Woods.

Senator Merkley Town Hall

- Senator Merkley held a town hall at Clackamas High School on Friday, February 6, 2026. The Mayor attended a gathering of local elected officials beforehand and reminded the Senator of the City's plans to submit a federal earmark request for the next step in the Boone Bridge project.

Lunar New Year Celebration

- The Mayor joined over two hundred community members at the second annual Lunar New Year Celebration on Saturday, February 7, 2026. Lunar New Year was one of the most cherished celebrations across many Asian cultures, and a holiday of personal importance to Mayor and his family.
- The Mayor thanked the City's Diversity, Equity, and Inclusion Committee for presenting the event and to the Oregon Chinese Coalition for their wonderful music and performances to welcome all into the Year of the Horse—a symbol of strength, resilience, and a spirited determination to forge ahead—a perfect emphasis for this year.

Washington County Coordinating Committee

- On February 9, 2026, the Mayor attended the Washington County Coordinating Committee meeting. The group approved \$1.45 million from Washington County transportation funds to be used as a local match for a federal BUILD grant application to construct the Basalt Creek Parkway extension. The project would continue Basalt Creek Parkway past Grahams Ferry Road to Boones Ferry Road as a five-lane facility with sidewalks and bike lanes. It was part of a joint concept plan with Tualatin for the Basalt Creek area and design was complete.

PGE Integrated Operations Center Tour

- The Mayor would attend a tour of PGE's Integrated Operations Center (IOC) on February 26, 2026. The IOC served as PGE's main hub to manage their electrical grid system including power load balancing, identifying issues with power distribution like a blown transformer, tracking weather and other hazards to prepare for and respond to widespread outages, and other essential functions.

Diversity, Equity and Inclusion (DEI) Cultural Calendar

- Ramadan began on February 17, 2026. It is observed by Muslims worldwide as a month of fasting, communal prayer, reflection, and community.
 - The Wilsonville Muslim Community Center would hold their annual Ramadan Potluck Gathering Saturday, February 21, 2026.
 - The City would partner with the Wilsonville Muslim Community Center to collect hygiene items to donate to Heart of the City (HOC) and Wilsonville Community Sharing during the month of March 2026. This aligns with acts of service encouraged during Ramadan.
- February 2026 was Black History Month
 - Every Friday in February 2026 the community was invited to the Library to watch a film that highlighted a Black leader or historical event.
 - Friday, February 20, 2026, film was Loving and Friday, February 27, 2026, would be Fences.

heARTs of Wilsonville Silent Auction

- In collaboration with the Arts, Culture, and Heritage Commission (ACHC), the City of Wilsonville launched "heARTs of Wilsonville," the largest public art project in the City's history with ten unique and inspired designs painted on large fiberglass hearts and displayed in public places throughout the city. The project was funded by a grant from the Wilsonville-Metro Community Enhancement Program (CEP).
- Five of the hearts would remain in the City's public art collection. The other five were being auctioned to generate funding for future public art projects. The auction would open on Thursday, February 12, 2026, and bids would be accepted until 4:00 p.m. on Friday, March 6, 2026.

5. Board/Commission Appointments

Arts, Culture, and Heritage Commission – Appointment

Appointment of Vivian Resendiz to the Arts, Culture, and Heritage Commission for a term beginning 2/19/2026 to 6/30/2028.

Motion: Moved to ratify the appointment of Vivian Resendiz to the Arts, Culture, and Heritage Commission for a term beginning 2/19/2026 to 6/30/2028.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Shevlin, Councilor Scull

Abstaining:

Councilor Cunningham

Vote: Motion carried 4-0-1.

Tourism Promotion Committee – Appointment

Appointment of Justin Timm to the Tourism Promotion Committee for a term beginning 2/19/2026 to 6/30/2028.

Motion: Moved to ratify the appointment of Justin Timm to the Tourism Promotion Committee for a term beginning 2/19/2026 to 6/30/2028.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Shevlin, Councilor Scull

Abstaining:

Councilor Cunningham

Vote: Motion carried 4-0-1.

6. City Manager Appointment

The Mayor explained that with the retirement of longtime City Manager Bryan Cosgrove, City Council underwent the process of recruiting a new executive leader for the City of Wilsonville. Council enlisted the assistance of an external recruiting firm, launched a national search, and conducted an extensive application review and interview process to ensure we got the best possible applicants, and the best final candidate.

As allowed under Oregon law, City Council reviewed applications, conducted interviews, and deliberated on selecting a candidate in Executive Session.

The Mayor then requested a motion from Council.

Motion: Moved that Jeanna Troha be appointed to the City Manager subject to the final employment agreement approval.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

The Council appreciated GMP Consultants, the City's Human Resources Manager, for their expertise, guidance, and assistance in conducting the recruitment. Moreover, Council noted their support for the new City Manager.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

The Mayor announced with this vote, GMP Consultants would begin negotiations with Jeanna Troha to draft an employment agreement subject to approval by City Council.

The Mayor commented on the new City Manager hire and then welcomed Jeanna Troha to say few words.

The newly chosen City Manager Jeanna Troha said a few words in response to the announcement of her new role.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

The following individuals provided public comments:

Stephen Fitton

Kate Greenfield

David Schafer

Bill Bagnall

Chris Hydemann

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Berry

The Council President provided a detail report on the following:

- Lunar New Year event on February 7, 2026
- City Manager recruitment on February 12-13, 2026
- Clackamas County Coordinating Committee Metro Subcommittee meeting on February 18, 2026
- Portland General Electric (PGE) operations tour

8. Councilor Cunningham

The Councilor Cunningham informed he attended the Regional Water Providers Consortium meeting on February 4, 2026. He also offered a Lenten greeting to members of the community who observe the season. In addition, the Councilor responded to comments made by community members during the Citizen's Input portion of the agenda.

9. Councilor Shevlin

The Councilor Shevlin provided a detailed report on the following:

- Meetings with community members
- Representative Sue Rieke Smith Town Hall on January 31, 2026
- Clackamas County Coordinating Committee (C4) meeting on February 5, 2026
- City Manager recruitment on February 12-13, 2026
- French Prairie Forum meeting on February 18, 2026

10. Councilor Scull

The Councilor Scull reported on and submitted a written report which has been added to the record for the following:

- French Prairie Forum meeting on January 21, 2026
- Arts, Culture, and Heritage Commission (ACHC) meeting on January 21, 2026
- Willamette Intake Facilities(WIF) meeting on January 26, 2026
- Lunar New Year event on February 7, 2026
- Diversity, Equity and Inclusion (DEI) Committee meeting on February 10, 2026
- City Manager recruitment on February 12-13, 2026
- Various meetings with community members

CONSENT AGENDA

The City Attorney read the titles of the Consent Agenda items into the record.

11. Resolution No. 3234

A Resolution to Allocate Community Cultural Events and Programs Grant Funds for Fiscal Year 2025/2026.

12. Resolution No. 3235

A Resolution Of The City Of Wilsonville Adopting The Arts, Culture, And Heritage Commission (ACHC) FY 2025/26 Five-Year Action Plan And Annual One-Year Implementation Plan.

13. Resolution No. 3238

A Resolution Of The City Of Wilsonville To Authorizing The City Manager To Execute A Construction Contract With KNL Industries, Inc. For The 2026 Street Maintenance Project (Capital Improvement Project No. 4014).

14. Resolution No. 3241

A Resolution Of The City Of Wilsonville Approving A Professional Services Agreement With CFM Strategic Communications, Inc. For Contracted Government Relations And Lobbying Services.

15. Minutes of February 2, 2026, City Council Meeting.

Motion: Moved to adopt the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

City Manager Cosgrove expressed enthusiastic support for the Council's appointment of Jeanna Troha as the next city manager.

LEGAL BUSINESS

There was none.

ADJOURN

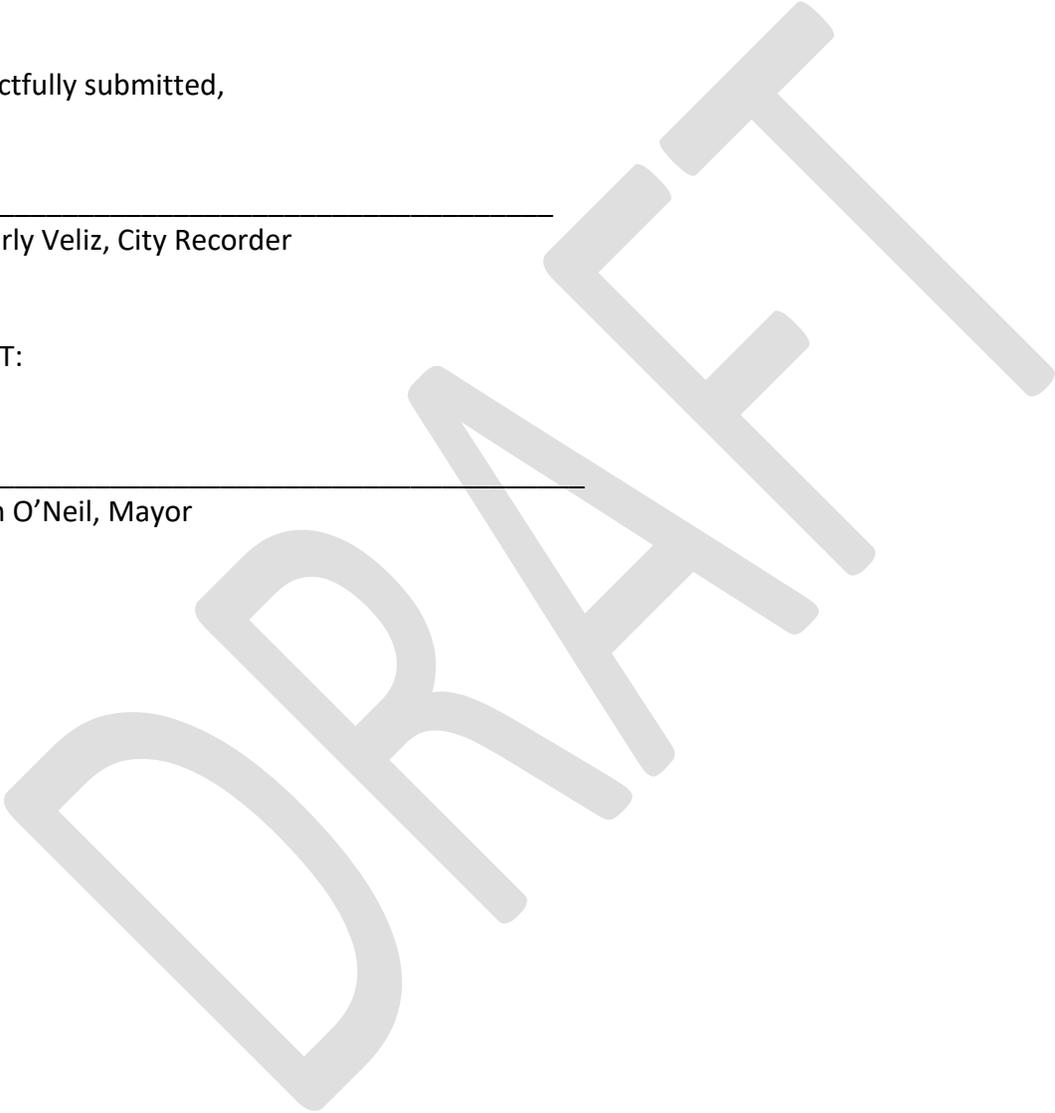
The Mayor adjourned the meeting at 7:58 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O’Neil, Mayor





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Resolution No. 3244 A Resolution of the City of Wilsonville Authorizing a Review of Building Height Waiver Provisions in the Wilsonville Code Applicable to Town Center.	
		Staff Member: Jeanna Troha, Assistant City Manager Amanda Guile-Hinman, City Attorney	
		Department: Community Development, Legal	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Council adopt Resolution No. 3244			
Recommended Language for Motion: I move to adopt Resolution No. 3244.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 4: Communications & Engagement		<input checked="" type="checkbox"/> Adopted Master Plan(s): Town Center Plan	
		<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Consider a process to review Wilsonville Code provisions concerning waivers to building height currently provided in the Town Center Zone (Wilsonville Code 4.132 (.06)D and 4.118(.03)A.8).

EXECUTIVE SUMMARY:

This staff report discusses an option for Council to consider amendments to the Wilsonville Code that affect potential building heights for redevelopment in the Wilsonville Town Center. In particular, Resolution No. 3244 provides a process for Council to consider modification to building height waiver language within the Wilsonville Code that allow increased building height in the Wilsonville Town Center.

At its [February 19, 2026 work session](#), Council received background factual and legal information regarding the Wilsonville Town Center and related Town Center Plan and then deliberated on four (4) questions:

1. Is Council interested in exploring updates to the building height waiver language applicable to the Wilsonville Town Center?
2. If yes to Question 1, is Council seeking to consider such updates within this year (i.e., a process timeline that is completed by October 2026)?
3. If yes to Question 1, is Council interested in a limited duration task force being formed to help evaluate updates to the building height waiver language?
4. If yes to Question 3, are there certain categories of stakeholder groups that Council wants represented on such a task force?

Council answered in the affirmative to questions 1-3, and, for question 4, Councilmembers indicated a desire to include some of the original Town Center Task Force and broad and diverse representation. Staff proposes that the following categories of groups be considered by staff for inclusion in the limited-duration task force: (1) some original Town Center Task Force members; (2) business owners within Town Center; (3) at least one member of the Development Review Board (as the body that must review waiver applications); (4) at least one member of the Planning Commission (as the body that must recommend to City Council revisions to the Development Code); (5) a Parks and Recreation Advisory Board member (as the body that recommends policies concerning park land within Town Center); and (6) additional community members not previously engaged in the Town Center public outreach.

Staff proposes the following timeline to complete the work, though the Resolution provides more general timelines in the event that special-set meetings become necessary:

- March 2, 2026: Council consider a resolution outlining: (1) Council's desire to consider modification to the waiver language in WC 4.132(.06)D; (2) the proposed timeline for the process; and (3) the input process, particularly, considerations regarding a task force.
- Task Force commences week of March 30 through mid-April
- May 13, 2026: Planning Commission Work Session
- May 18, 2026: City Council Work Session
- June 10, 2026: Second Planning Commission Work Session
- June 15, 2026: Second City Council Work Session
- July 2026: Statutory notices to DLCD, Metro, and Property Owners

- August 12, 2026: Planning Commission Public Hearing
- September 10, 2026: City Council Public Hearing and First Reading
- September 21, 2026: City Council Second Reading
- October 21, 2026: Ordinance Effective

Recent questions have been raised about the process that led to the waiver language relating to floorplate and building height in WC 4.132(.06)D. Staff reviewed prior Planning Commission and City Council work sessions and meetings where discussions regarding floorplate and building height occurred. At the direction from Planning Commission, both Planning Commission and City Council considered drafts of the waiver provision. The Planning Commission's intent with the waiver provision was to provide flexibility for future development in Town Center. For City Council's information, these work sessions and meetings discussions can be found in **Attachment A** to this staff report.

EXPECTED RESULTS:

Updates to the waiver language for development in Town Center could limit building height in Town Center, addressing community members' concerns about size of buildings in Town Center.

TIMELINE:

Staff proposes a timeline that will complete the work by the end of this calendar year (2026).

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

At Council's direction, staff intends to form a task force to help inform updates to the waiver language in WC 4.132(.06)D.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Updates to the waiver language regarding building height in Town Center may reduce concerns expressed by some community members about building height and size in Town Center.

ALTERNATIVES:

Retain Wilsonville Code provisions as currently adopted.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Review of Planning Commission and City Council discussions on waiver language
- B. Resolution No. 3244

ATTACHMENT A

1. August 8, 2018 Planning Commission Work Session
 - a. Staff Report with outreach summaries, draft Plan Maps and cross-sections, and draft Code and design guidelines (draft Code on pp: 65-80):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/packets/12621/iii.a.town_center_plan_bateschell_45_m_inutes.pdf
 - b. Minutes:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/12621/wpc_aug_8_2018_final.pdf
 - c. Video: https://www.youtube.com/watch?v=455CF_bKG7M
 - i. 2:16:03-2:27:28

2. October 10, 2018 Planning Commission Work Session
 - a. Staff Report with draft Comp Plan, Development Code, Feasibility Analysis, and Traffic Analysis (draft Code on pp. 115-155):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/packets/12641/iii.a.town_center_plan.pdf
 - b. Minutes:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/12641/oct_10_2018_final.pdf
 - c. Video
<https://www.youtube.com/watch?v=OUfR0b1Itcl&list=PLtMnfUI4sX9PJ9Xa3XOTJ4aZSC1waZa9c&index=85>:
 - i. 1:29:07-1:33:15

3. November 14, 2018 Planning Commission Work Session
 - a. Staff Report with draft Implementation Strategies and draft Development Code (draft Code on pp: 24-49):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/packets/12651/iii.a.town_center_plan.pdf
 - b. Minutes:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/12651/nov_14_2018_final.pdf
 - c. Video <https://www.youtube.com/watch?v=Nt0UDsiD4TU>:
 - i. 1:47:17-2:41:50

4. January 9, 2019 Planning Commission Work Session (**this is the key work session where a waiver option was discussed**)
 - a. Draft Comp Plan and Code language (draft Code on pp. 109-152):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning/page/5101/appendix_a.tc_comprehensive_plan_and_development_code_amendments.pdf

- b. Minutes:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/12671/wpc_jan_9_2019_final.pdf
 - c. Video <https://www.youtube.com/watch?v=uPLEhCdV3mE>:
 - i. 1:36:08-2:23:04
5. February 4, 2019 City Council Work Session
- a. Packet with draft Code language (draft Code on pp. 118-145; waiver language on page 130):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/packets/27681/2.4.19_council_packet.pdf
 - b. Video <https://www.youtube.com/watch?v=o9SFFARk5hQ&feature=youtu.be>:
 - i. 54:43-55:43;
 - ii. 1:01:28-1:04:42 (discussion about public art in waiver language);
 - iii. 1:36:45-1:43:18 (floorplate discussion)
6. March 19, 2019 Planning Commission Public Hearing
- a. Staff Report:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/packets/88931/ii.a._town_center_plan_90_minutes.pdf
 - i. Appendix A to Staff Report with draft Comprehensive Plan update and draft Code (draft waiver language on pp. 123-124):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/130200/appendix_a._comprehensive_plan_and_development_code_amendments_v4.pdf
 - b. Minutes:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/planning_commission/meeting/88931/wpc_march_13_2019_final.pdf
 - c. Video <https://www.youtube.com/watch?v=osW7bhkI0oY>:
 - i. 25:28-26:56;
 - ii. 29:42-37:00;
 - iii. 55:38-2:01:11
7. April 15, 2019 City Council Public Hearing
- a. Council packet (errata sheet with minor revisions to waiver language on p. 42 of packet):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/packets/27741/4.15.19_council_packet.pdf
 - b. Comp Plan and Development Code (Code on pp. 109-181, waiver language on pp. 123-124):
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/27741/wilsonville_town_center_plan_-_appendix_a._comprehensive_plan_and_development_code_amendments_v4.2.pdf

RESOLUTION NO. 3244

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A REVIEW OF BUILDING HEIGHT WAIVER PROVISIONS IN THE WILSONVILLE CODE APPLICABLE TO TOWN CENTER.

WHEREAS, in May 2019, after a multi-year planning process, the City Council adopted Ordinance No. 835, establishing a new Town Center Plan for the redevelopment of the Wilsonville Town Center (the “Town Center Plan”), as well as amendments to the City Comprehensive Plan Text and Map, the Development Code, and the City Zoning Map relating to Town Center; and

WHEREAS, in Spring 2025, the City Council adopted its 2025-2027 Council Goals, which included Goal No. 4 focusing on communications and engagement; and

WHEREAS, the first outcome of Goal No. 4 seeks to provide information to the community to understand the Town Center Plan, Urban Renewal, and other funding sources for infrastructure to help inform future Council direction; and

WHEREAS, to achieve the first outcome, Strategy 4.2 states that, if there are specific areas of interest concerning the Town Center/Urban Renewal to review, to develop a strategy for the review with specific policy recommendations; and

WHEREAS, on December 1, 2025, consultants for the City provided information the City Council of community feedback concerning Town Center; and

WHEREAS, while community members generally were excited about local amenities, some of the concerns that were raised included concerns about losing a “small-town feel” and the building height of future development in the Town Center; and

WHEREAS, in response to this feedback, at its February 19, 2026 work session, the City Council deliberated whether to explore updates to the building height waiver provision applicable to the Town Center.

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

Section 1. Wilsonville Code Review. The City Council hereby authorizes a review of building height waiver provisions in the Wilsonville Code applicable to the Town Center.

Section 2. Limited Duration Task Force. For this review, staff will establish a limited duration task force comprised of Wilsonville residents and business community members, including, but not limited to: (1) some original Town Center Task Force members; (2) business

owners within Town Center; (3) at least one member of the Development Review Board (as the body that must review waiver applications); (4) at least one member of the Planning Commission (as the body that must recommend to City Council revisions to the Development Code); (5) a Parks and Recreation Advisory Board member (as the body that recommends policies concerning park land within Town Center); and (6) additional community members not previously engaged in the Town Center public outreach.

Section 3. Timeline. This review process should generally follow the following timeline: (1) Task Force meetings in Spring 2026; (2) Planning Commission and City Council work session in Spring/Summer 2026; and (3) required public hearings in Summer/Fall 2026.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of March, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O’Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

- Mayor O’Neil
- Council President Berry
- Councilor Cunningham
- Councilor Scull
- Councilor Shevlin



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Town Center Communication Plan Project	
		Staff Member: Jeanna Troha, Assistant City Manager, Amanda Guile – Hinman, City Attorney	
		Department: Administration/ Legal	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Adopt the Town Center Communications Plan.			
Recommended Language for Motion: I move to adopt the Town Center Communications Plan.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 4.1 Hire consultant to develop and conduct education and outreach campaign on Town Center Plan, Urban Renewal, and other infrastructure funding sources.	<input checked="" type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Whether to adopt the Town Center Communications Plan and advance City Council Goal 4.1.

EXECUTIVE SUMMARY:

The City Council established Council Goal 4.1 “Hire consultant to develop and conduct education and outreach campaign on Town Center Plan, Urban Renewal, and other infrastructure funding sources” in the spring of 2026 to address concerns related to the 2019 Town Center Plan and failed May 2024 Urban Renewal Advisory ballot measure. In July 2025, staff engaged CFM Advocates to assist the city in outreach and education.

CFM Advocates met with City Councilors to understand their concerns and expectations during the summer of 2025 before enlisting DHM Research to conduct professional focus groups. The focus groups, held in October 2025, provide valuable information regarding community sentiment regarding the adopted Town Center Plan and urban renewal financing. The city also requested community input during a community outreach effort in November 2025 and received 555 responses. DHM Research and CFM Advocates shared their findings with City Council in December 2025.

The outreach efforts in late 2025 provide CFM Advocates and City staff with a better understanding of community desires, concerns, and questions regarding both the adopted Town Center Plan and urban renewal financing. CFM has prepared a high-level communication strategy for the City Council’s consideration. This communication strategy will provide education to the community from April – July 2026. The strategy is intended to provide clear information to help community members understand the Town Center Plan (what it is and what it is not) and related development code language that guides the implementation of the Town Center Plan. The communication strategy will also clarify urban renewal and how it could be used to support development in the Town Center area.

City staff and CFM Advocates discussed the proposed communications strategy at the February 19, 2026, City Council work session. The City Council directed staff to advance the communications strategy and present a final plan will be presented to the City Council for consideration at the March 2, 2026, City Council meeting.

EXPECTED RESULTS:

Provide directions to staff regarding the communications strategy to advance Council Goal 4.1.

TIMELINE:

The communication strategy would be implemented immediately upon approval and conclude in July 2026.

CURRENT YEAR BUDGET IMPACTS:

The communication plan project is expected to be accommodated within the existing administration budget.

COMMUNITY INVOLVEMENT PROCESS:

There was over two years of public outreach to develop the adopted 2019 Town Center Plan. The

purpose of this work will be to actively educate the community about the Town Center Plan and urban renewal financing. This project will not reexamine the Town Center Plan.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Increase understanding of the Town Center Plan and urban renewal.

ALTERNATIVES:

The City Council could decide to modify or choose not to advance the communication strategy further. If the City Council chooses not to proceed with a Town Center communications strategy, then Council Goal 4.1 will not move forward.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Strategic Communications Plan for the Wilsonville Town Center



Strategic Communications Plan for Wilsonville Town Center

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Overview

The goal of the strategic communications plan is to give community members a reliable, accessible and informative place to go for information about the Wilsonville Town Center Plan and urban renewal. Information will rely on multimedia storytelling that appeals to a wide range of community members and address concerns expressed by Wilsonville residents.

Framing

We recommend framing that humanizes communications about the Town Center Plan. The frame we suggest is referring to the town center as the “heart of Wilsonville,” which is consistent with sentiments expressed in recent focus groups and community outreach as well as community engagement during the Town Center Master Planning process.

Storytelling

We urge storytelling with relevant imagery to make the Town Center Plan and urban renewal (UR) as a potential financing mechanism more accessible. Story narratives with images show as well as tell and are more relatable and memorable. They should address questions and concerns about the plan in a straightforward and clear way.

Imagery

We suggest imagery of town center with restaurants, food trucks, entertainment venues, walkable streets, parks, parking, the new bridge and with housing in the background, from the adopted Town Center Plan.

Communication Vehicles

We propose using a combination of communication vehicles that build on the content Wilsonville used in 2024 to convey stories, including;

- Let’s Talk Wilsonville webpage
- Videos and short reels
- Brief handouts
- Articles and postcard mailers, and
- Infographics.

The Town Center Let’s Talk Wilsonville webpage (website) will provide clear information about the plan. The content will be versatile to work in a mixture of print, website and social media outreach. Specifically for digital and social media (Facebook, Twitter, Instagram) content could include 60–90 second clips which could also be posted on the website.

Some content will be translated into Spanish.

Informational Town Halls

The purpose of informational town halls is to deepen understanding and address concerns expressed during the focus groups and community outreach in the fall of 2025. Depending on the length of the presentation, a recording of the information could be published on the website and City of Wilsonville YouTube page.

Community & Summer Events

Summer provides the opportunity to reach a large swath of community members. Include a one-page explainer with website details for more information, posters with infographics, and QR codes to the website to access more information and video content.

Parent Outreach

Send one-page explainer outlining clear information to families with QR codes to the website to access more information and video content.

Feedback from Focus Groups and Community Outreach

A crosswalk analysis was done between what was heard from focus group participants and those who submitted feedback per the community outreach on Let's Talk Wilsonville! in November 2025.

High interest / strong support themes:

- Local restaurants, food trucks, and small local businesses;
- Parks, plazas, and community gathering places;
- Walkability, safe crossings, and better multimodal connectivity (while still accommodating cars);
- Safety and Wilsonville's character and values
- Keep spending local rather than traveling to surrounding cities.

Primary concerns / barriers:

- Traffic and congestion; parking and car access;
- Possible long-term debt and sustainability concerns;(Urban Renewal)
- Housing density and fear of changing community character;
- Vacant storefronts/empty commercial buildings and skepticism about filling new space before existing vacancies;

Primary Framework

"The Town Center is the Heart of Wilsonville" — a safe, welcoming, local place where daily life happens dining, gathering, recreation, and community connection.

Strategic Communications Plan Topics

To ensure clear communication, we identified these topics, which include feedback from the focus groups and community outreach:

- Why the Town Center Plan was developed;
- How the Town Center Plan was developed;
- The flexibility built into the Town Center Plan, with examples;
- How urban renewal works;
- What infrastructure improvements could urban renewal fund;
- Wilsonville projects made possible by earlier use of urban renewal;
- Examples of urban renewal investments in Wilsonville;
- Topics to consider based on community feedback, such as will the Town Center include local restaurants (including food trucks), and entertainment venues;
- Will the Town Center Plan add more park and open spaces;
- How will the Town Center Plan impact transportation and create additional transportation options in Wilsonville;
- What housing types could be part of the Town Center Plan;
- What is the likely timetable for Town Center progress;

Why the Town Center Plan was developed

Story: Use comments by community leaders to describe the inspiration and reasons for pursuing a Heart of Wilsonville (the community). Types of opportunities for underutilized and vacant space in Wilsonville.

How the Town Center Plan was developed

Story: Interview community members, Town Center Task Force Members including Planning Commissioners and Councilors, who participated in Town Center plan development to understand aspirations and identify trade-offs included in the plan. Share the amount of outreach/ community engagement and time the task force members (list all task force members) committed to the project.

How urban renewal works

Story: Describe in understandable terms how urban renewal works within Oregon's property tax system that includes a limit on annual 'assessed value' growth.

Wilsonville projects funded through an earlier urban renewal district

Story: Identify the critical examples infrastructure improvements urban renewal financing is intended to fund and how they will benefit the community. Describe the local projects and how they were funded through urban renewal.

Will the Town Center include restaurants, food trucks and entertainment venues

Story: Feature imagery of an active district with local restaurants, food trucks, entertainment venues, shopping, walkable streets and nearby parking that has been developed using UR in other communities.

Will the Town Center Plan add more parks and open spaces

Story: Share pictures of the benefits of parks that were funded by urban renewal in Wilsonville.

How will the Town Center Plan improve transportation in Wilsonville

Story: Create sketches of new transportation opportunities and connectivity within town center paired with photographs of existing roads. Congestion, especially near the interchange, will continue to get worse related to regional growth, and one mechanism to pay for roadway improvements is through urban renewal.

What housing types and housing density does the Town Center Plan provide

Story: Create sketches of anticipated housing types paired with opportunity for a live/ work lifestyle that is not currently available in Wilsonville, which provides a more attractive location for young or single households.

What is the likely timetable for Town Center progress

Story: Create a potential timeline starting with voter approval of urban renewal funding that lays out how infrastructure improvements and new developments might occur, making it clear that it is market driven but the City welcomes development in the area.

Where to Start

Identify existing visual assets and content sources. Then identify visual assets and other content that must be developed and by whom.

Next, assign tasks to staff and strategic communication firm(s) to locate or develop visual assets and content or to identify the need to create additional assets. For example, the person/team assigned to create infographics may need access to licensable images or graphics. Depending on staff capabilities, there may be the need to retain a professional videographer.

Content Production

There should be a clearinghouse to ensure quality of assets and content and conformance to the overall strategic communications plan. There also needs to be a secure location to store video and other content.

SAMPLE Annotated Outreach Calendar

Phase 1 — Identify the plan and update website (March 2026)

Phase 2 — Education (April – July 2026)

Phase 3 — Final Neutral Outreach (Aug–Nov 2026)

Outreach if Council directs staff to pursue an Urban Renewal ballot title in November 2026

Summation

This strategic communications plan establishes a clear, structured, and legally compliant framework for educating the Wilsonville community about the Town Center Plan and the use of urban renewal as a financing tool. Grounded in documented previously received public input,

the plan prioritizes transparency, accessibility, and responsiveness to community concerns while highlighting shared aspirations for local amenities, economic vitality, and quality public spaces. The is intended to improve public understanding and support informed decision-making as the Town Center planning and implementation process moves forward.

DRAFT



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 2, 2026		Subject: Ordinance No. 901 – 1st Reading An Ordinance Of The City Of Wilsonville Adopting The 2026 Economic Opportunities Analysis (EOA) And The Accompanying Economic Development Strategy (EDS) As A Sub-Element Of The Wilsonville Comprehensive Plan. Staff Member: Chris Myers, Senior Planner; and Matt Lorenzen, Economic Development Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 2, 2026 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: March 2, 2026 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: March 16, 2026 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Following a public hearing on February 11, 2026, Planning Commission unanimously recommended adoption of the 2026-2046 Economic Opportunities Analysis and accompanying Economic Development Strategy as presented.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 901 on first reading.			
Recommended Language for Motion: I move to adopt Ordinance No. 901 on first reading.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Attract high-quality industry and support economic opportunity for all in Wilsonville (2023-2025 Council Goal)		<input checked="" type="checkbox"/> Adopted Master Plan(s): Wilsonville Economic Development Strategy; Wilsonville Comprehensive Plan; Basalt Creek Concept Plan; Coffee Creek Master Plan; Town Center Plan <input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff seeks City Council approval of the 2026 Economic Opportunities Analysis (EOA) and accompanying Economic Development Strategy (EDS) for adoption as a sub-element to the Wilsonville Comprehensive Plan.

EXECUTIVE SUMMARY:

The Wilsonville Industrial Land Readiness (WILR) project includes two coordinated efforts: (1) a Basalt Creek focused analysis and (2) a Citywide update to the City's Economic Opportunities Analysis (EOA) and accompanying Economic Development Strategy (EDS). The updated EOA replaces the prior 2012 analysis and satisfies Statewide Planning Goal 9 requirements related to employment land supply and economic development planning.

The EOA provides the technical foundation for understanding Wilsonville's employment base, land supply, and projected growth over a 20-year planning horizon. The EDS builds upon these findings by identifying desired economic outcomes and a set of actionable strategies to guide City investment, policy, and partnerships over the next decade and is provided as Appendix C to the EOA.

Together, the EOA and EDS position the City to remain competitive for high-quality employment while balancing land use, infrastructure, and community livability objectives.

EXPECTED RESULTS:

The expected result is adoption of Ordinance No. 901 following the public hearing on March 2, 2026 and the second reading on March 16, 2026, thereby formally adopting the Citywide 2026 Economic Opportunities Analysis (EOA) and Economic Development Strategy (EDS) as a sub element in the Comprehensive Plan, confirming the City's continued compliance with Statewide Planning Goal 9 (Economic Development), and establishing an updated long-range framework to guide employment land planning, economic growth, and implementation of targeted economic development strategies.

TIMELINE:

Adoption of Ordinance No. 901 will be in effect 30 days after ordinance adoption on second the second reading which is scheduled for March 16, 2026.

CURRENT YEAR BUDGET IMPACTS:

Preparation of the EOA and EDS was funded through the fiscal year 2025-26 Planning Division budget and a \$290,000 Metro grant, which is also funding phase one of the WILR project. Implementation actions identified in the EDS may have future fiscal implications, which will be evaluated through future Council actions.

COMMUNITY INVOLVEMENT PROCESS:

Public and stakeholder engagement included advisory committee meetings, stakeholder interviews, and coordination with City boards and commissions. Input informed both the technical analysis and strategic direction of the EDS.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Through the identification and implementation of targeted economic development strategies, the City will address key barriers to economic growth and advance its adopted economic vision. These actions are intended to support the creation of new employment opportunities, strengthen the City's income and property tax base, and expand access to family-wage jobs, thereby promoting economic mobility. Implementation of these strategies will further enhance community livability and help ensure the City remains a stable, sustainable, and full-service community for all residents.

ALTERNATIVES:

As priority strategic projects and implementation actions are identified, and as the City's economic development strategies continue to evolve, the City Council may consider a range of policy and implementation options to help achieve the City's economic goals.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 901
 - A. 2026-2046 Economic Opportunities Analysis
 - B. EOA Findings Report
 - C. Planning Commission Resolution No. LP26-001 and Record

ORDINANCE NO. 901**AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING THE 2026 ECONOMIC OPPORTUNITIES ANALYSIS (EOA) AND THE ACCOMPANYING ECONOMIC DEVELOPMENT STRATEGY (EDS) AS A SUB-ELEMENT OF THE WILSONVILLE COMPREHENSIVE PLAN.**

WHEREAS, The City of Wilsonville is required under Oregon Statewide Planning Goal 9 (Economic Development) and applicable Oregon Administrative Rules to maintain an adequate supply of land to accommodate projected employment needs; and

WHEREAS, The City of Wilsonville last adopted an Economic Opportunities Analysis in 2007 through Ordinance No. 638; and

WHEREAS, The City prepared a 2026 Economic Opportunities Analysis (EOA) to update its employment land inventory, assess future employment demand, and evaluate the adequacy of employment land within the Wilsonville Urban Growth Boundary to meet long-term economic needs, replacing the 2012 EOA; and

WHEREAS, The EOA includes a Buildable Lands Inventory and concludes that the City's supply of vacant industrial land and vacant and redevelopable commercial land is adequate to meet both short-term (1-5 year) and long-term (20-year) employment land needs; and

WHEREAS, The Economic Development Strategy (EDS) was prepared as a companion document to the EOA to provide policy guidance and implementation strategies supporting economic development and industrial land readiness and is provided as Appendix C to the EOA; and

WHEREAS, The EOA and EDS were prepared as part of the Wilsonville Industrial Land Readiness (WILR) project to support coordinated land use, infrastructure, and economic development planning; and

WHEREAS, The City conducted stakeholder engagement, including Technical Advisory Committee meetings and interviews with businesses and economic development partners, to inform employment land needs, redevelopment opportunities, and implementation strategies; and

WHEREAS, the Planning Commission and City Council conducted public review of the EOA and EDS through work sessions evaluating employment land needs, economic trends, and policy direction over the 2026-2046 planning horizon; and

WHEREAS, Proper notice of a public hearing was provided in accordance with Wilsonville Code Sections 4.012 and 4.198, including publication, mailed notice, and posting; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 11, 2026, reviewed the Staff Report, received testimony, and thereafter deliberated and voted to approve Resolution No. LP26-0001 recommending adoption to the City Council; and

WHEREAS, a copy of the record of the aforementioned Planning Commission action and recommendation is marked Exhibit C, attached hereto and incorporated by reference herein; and

WHEREAS, following the Planning Commission public hearing, the Planning Director forwarded the recommended amendments onto the City Council, along with a Staff Report and attachments, in accordance with the public hearing and notice procedures that are set forth in Sections 4.008, 4.012 and 4.198 of the Wilsonville Code; and,

WHEREAS, the City Council, after public hearing notices advertised in printed media, emailed, and posted in several locations throughout the City and on the City website, held a public hearing on March 2, 2026, to gather additional evidence and testimony regarding the proposed actions; and

WHEREAS, the City Council has reviewed the record and duly considered the Planning Commission recommendation, Staff Report, exhibits, and testimony introduced and offered by all interested parties; and

WHEREAS, the City Council afforded all interested parties an opportunity to be heard on the subject and has entered all available evidence and testimony into the public record of its proceeding; and

WHEREAS, the City Council finds the EOA is consistent with Statewide Planning Goals, Oregon Administrative Rules, and the Wilsonville Comprehensive Plan; and

WHEREAS, adoption of the EOA will support the City's long-term economic vitality and provide a framework for future land use and infrastructure planning.

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

- Section 1. Findings. The above-recited findings are adopted and incorporated herein, including the findings attached hereto as Exhibit B, and the findings and conclusions of Resolution No. LP26-0001, its staff report, and public record attached hereto as Exhibit C and incorporated herein. The City Council further finds and concludes that the adoption of the EOA is necessary for the good of the public of the municipality as described in Exhibit C.
- Section 2. The City Council hereby adopts the 2026-2046 Citywide Economic Opportunities Analysis (EOA), attached hereto as Exhibit A, as a sub-element of the Wilsonville Comprehensive Plan.
- Section 3. The City Recorder is hereby directed to prepare final formatting to make sure such style and conforming changes match the format and style of the Wilsonville Comprehensive Plan.
- Section 4. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof on the 2nd day of March, 2026, and scheduled for second reading on the 16th day of March, 2026, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, MMC, City Recorder

ENACTED by the City Council on the 16th day of March, 2026, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, MMC, City Recorder

DATED and signed by the Mayor this 16th day of March, 2026.

Shawn O'Neil, Mayor

SUMMARY OF VOTES

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. 2026 Economic Opportunities Analysis
- B. EOA Findings Report
- C. Planning Commission Resolution No. LP26-0001 and Record

Ordinance No. 901

Exhibit A

2026-2046 Economic Opportunities Analysis

Link:

https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/130200/c_ordinance_901_exhibit_a.pdf

DATE: January 30, 2026
TO: City of Wilsonville
FROM: Nicole Underwood and Beth Goodman, ECONorthwest
SUBJECT: Findings for the adoption of the Wilsonville Economic Opportunity Analysis

Introduction

This Findings Report documents how the City of Wilsonville’s proposed amendment related to the Wilsonville Economic Opportunity Analysis (EOA) comply with applicable City, Metro, and State policies and regulations. The EOA report and the full project record provide the supporting analysis and evidence for these findings. The proposed amendment would adopt the Wilsonville EOA as a sub-element of the Comprehensive Plan, giving it the same legal and policy standing as the Plan’s other elements.

Statewide Planning Goals

Goal 9, Economic Development

Goal 9 requires that local governments have enough land available to realize economic growth and development opportunities. Commercial and industrial development takes a variety of shapes and leads to economic activities that are vital to the health, welfare and prosperity of Oregon’s citizens. To be ready for these opportunities, Goal 9 requires that local governments conduct Economic Opportunity Analyses based on a 20-year forecast of population and job growth.

Response: The proposed amendment adopts an updated EOA as a supporting document to the Wilsonville Comprehensive Plan, providing an updated factual basis for decisions related to employment growth and employment land. The City’s previous EOA was completed in 2012. The updated EOA assesses employment growth and land needs for the 2026–2046 planning period and includes an updated buildable lands inventory, a land sufficiency analysis, and a discussion of Wilsonville’s competitive advantages, challenges, and target industries.

Based on the EOA’s assessment of the City’s buildable employment lands and forecasted employment growth, the EOA includes the following findings and conclusions:

- ◆ Wilsonville’s employment base is projected to grow from 33,165 jobs (2026) to 39,297 jobs (2046), an increase of about 6,132 jobs. This growth is expected to generate demand for 321 gross acres of industrial land and 110 gross acres of commercial land over the planning period.

- ◆ Wilsonville has 2,396 acres of land designated for commercial or industrial use, including 366 acres that are vacant, unconstrained, and buildable. Of that buildable land, 353 acres (96%) are designated for industrial development, and 13 acres (4%) are designated for commercial uses.
- ◆ The EOA finds Wilsonville has a modest industrial surplus (about 32 acres) beyond the forecast of industrial land demand.
- ◆ The EOA finds the City has limited vacant commercial land compared to projected need. Wilsonville has 13 acres of vacant unconstrained buildable commercial land and 50 acres of potentially redevelopable land, primarily in Town Center. The result is a deficit of 47 acres of buildable commercial land. The City anticipates meeting commercial needs primarily through redevelopment and reuse, particularly in Town Center and along established corridors such as Wilsonville Road, including reuse/redevelopment opportunities at large vacant sites.
- ◆ The EOA provides information about Wilsonville’s competitive advantages, including its supply of industrial land, access to I-5, and a diverse workforce, and identifies target industries expected to drive growth, including manufacturing, wholesale trade/logistics, professional services, and local services/retail; these considerations inform the assumptions used to estimate employment land needs.

This goal is met.

Oregon Administrative Rules

OAR 660-009-0015, ECONOMIC OPPORTUNITIES ANALYSIS

Cities and counties must review and, as necessary, amend their comprehensive plans to provide an economic opportunities analysis (EOA) that compares demand for industrial and other employment land to the existing supply. The EOA must include (1) review of national, state, regional, county, and local trends, (2) identification of site types needed, (3) an inventory of industrial and other employment lands and (4) an assessment of the planning area’s economic development potential.

Response: The proposed comprehensive plan amendment adopts the updated EOA as a supporting document to the Comprehensive Plan. The EOA provides an updated employment forecast and land demand analysis and inventories the City’s employment land supply and development potential consistent with OAR 660-009-0015.

OAR 660-009-0015(1): Review of National, State, Regional, County, and Local Trends. The EOA must identify major categories of industrial or other employment uses that could reasonably be expected to locate or expand in the planning area based on information about national, state, regional, county, or local trends.

Response: The EOA includes a trends review in Chapter 2 and Appendix A and uses



those trends to inform expected employment growth and major categories of employment uses (target industries) likely to locate or expand in Wilsonville in Chapter 3. **This standard is met.**

OAR 660-009-0015(2): Identification of Required Site Types. The EOA must identify the number of sites by type reasonably expected to be needed to accommodate expected employment growth based on site characteristics typical of expected uses. The EOA must demonstrate how expected employment growth is expected to be accommodated on the identified sites. **Response:** The EOA addresses site types in Chapter 3, in the section titled “Site Needs for Potential Growth Industries.” The EOA organizes expected employment growth into site categories based on (1) plan designation (industrial versus commercial) and (2) site size. The site size categories reflect typical site needs for the target/potential growth industries identified in the EOA and are then compared to Wilsonville’s buildable land inventory using the lot size distribution shown in Exhibit 38 of the EOA. In Chapter 5, the EOA summarizes the buildable employment land supply and explains how projected growth can be accommodated through a combination of smaller sites, redevelopment and reuse opportunities, and (for industrial uses) assembly of larger sites over time. **This standard is met.**

OAR 660-009-0015(3): Inventory of Industrial and Other Employment Lands. The EOA must include an inventory of vacant and developed employment lands that describes site characteristics and development constraints within each plan or zone designation. For jurisdictions within a Metropolitan Planning Organization (MPO), the EOA must also identify the “short-term supply” of employment land—suitable sites that are ready for construction within one year of a building permit application or a request for extension of urban services. **Response:** Chapter 4 of the EOA includes a buildable employment lands inventory that describes employment sites by plan designation and accounts for key development constraints. The inventory identifies approximately 366 acres of vacant, unconstrained buildable employment land, including 353 acres designated industrial and 13 acres designated commercial. The EOA also identifies Wilsonville’s short-term supply consistent with MPO requirements: 200 industrial acres across 59 sites and 13 commercial acres across 7 sites. Compared to the City’s unconstrained vacant and partially vacant employment land, the EOA indicates that 100% of commercial land is in the short-term supply and 57% of industrial land is in the short-term supply. **This standard is met.**

OAR 660-009-0015(4): Assessment of Community Economic Development Potential. The EOA must estimate the types and amounts of industrial and other employment uses likely to occur in the planning area based on elements (1)–(3) and consider economic advantages and disadvantages. **Response:** The EOA identifies Wilsonville’s economic advantages and disadvantages and reviews relevant trends in Chapter 2, and uses that information to inform the selected employment forecast



and target industries in Chapter 3. The EOA then estimates employment growth and the associated demand for industrial and commercial land over the planning period, and compares that demand to the employment land inventory in Chapter 4 to evaluate land sufficiency in Chapter 5. **This standard is met.**

Based on the findings above, OAR 660-009-0015 is met.

OAR 660-009-0020, INDUSTRIAL AND OTHER EMPLOYMENT DEVELOPMENT POLICIES

Comprehensive plans must include industrial and other employment development policies based on the EOA. The policies must state the jurisdiction's economic development objectives and the types of industrial and other employment uses it plans to accommodate. The plan must also commit the City to provide an adequate supply of suitable employment sites and the public facilities and transportation needed to support planned employment growth. For MPO jurisdictions, the plan must include a commitment to maintain a competitive short-term supply of employment land and identify strategies to prepare the overall supply for development and replenish the short-term supply as it is used.

Response: The proposed amendment adopts the updated EOA as a supporting document to the Comprehensive Plan. The Comprehensive Plan already includes economic development objectives and policies addressing industrial and commercial development, protection of employment lands, and coordination of public facilities and transportation to support employment growth. The EOA provides the updated factual foundation for Goal 9 and OAR 660-009 planning and is intended to inform future Comprehensive Plan policies and implementation updates. As Wilsonville's employment land supply has historically exceeded projected demand, prior policy emphasis has focused on protecting and managing an ample inventory. As supply and demand are becoming more closely aligned, the City may choose to revisit its Comprehensive Plan policies in a future update cycle to ensure they continue to support a competitive short-term supply of employment land, consistent with OAR 660-009-0020. Adoption of the EOA does not require Comprehensive Plan policy amendments at this time. **This rule is met.**

OAR 660-009-0025, DESIGNATION OF LANDS AND IMPLEMENTING MEASURES

Cities and counties must adopt measures adequate to implement policies adopted pursuant to OAR 660-009-0020. Implementing measures may include plan and zoning map designations, land use regulations, public facility plans, and transportation system plans.

Response: The proposed amendment adopts the updated EOA as a supporting document to the Comprehensive Plan and does not amend the Comprehensive Plan map, zoning map, or development code. The City's existing Comprehensive Plan designations and implementing



measures, including its land use regulations and adopted public facility and transportation plans, provide the framework for implementing Wilsonville’s employment land policies. The updated EOA strengthens the factual basis for evaluating whether future refinements to these implementing measures are needed. **This rule is met.**

Metro Urban Growth Management Functional Plan

Title 4: Industrial and Other Employment Areas

Title 4 supports a strong regional economy by protecting a supply of industrial and other employment sites, limiting the type and scale of non-industrial uses in designated industrial and employment areas, supporting industry clustering, and protecting freight mobility. It also directs most non-industrial uses to urban centers, corridors, and areas near transit rather than on industrial lands.

Response: The City’s EOA provides the updated technical basis for employment land planning by evaluating Wilsonville’s employment land supply and the land needed to accommodate projected growth. The EOA concludes Wilsonville has sufficient vacant industrial land to accommodate projected growth. It also finds that commercial needs are expected to be met primarily through redevelopment and reuse in Town Center and along corridors, consistent with Title 4’s direction to focus non-industrial uses in centers and corridors rather than on industrial lands. Metro’s 2024 Compliance Report finds Wilsonville “In compliance” with Title 4. Adoption of the EOA as a supporting document does not amend the Comprehensive Plan map, Development Code, or Metro Title 4 map designations. Rather it provides an updated factual foundation to support continued planning for, and protection of, industrial and other employment land. **This title is met.**

Wilsonville Comprehensive Plan

LAND USE AND DEVELOPMENT

Economic Development

The Economic Development section of the Comprehensive Plan describes Wilsonville’s long-standing economic development context and objectives, including maintaining a high-quality and diversified industrial base, protecting industrial lands from incompatible uses, focusing commercial development in centers rather than strip development, and planning for employment growth in relation to housing and transportation access, consistent with Statewide Planning Goal 9.



Response: The proposed amendment adopts the updated EOA as a supporting document to the Comprehensive Plan and does not amend the Comprehensive Plan land use designations or implementing regulations. The updated EOA is aligned with the Comprehensive Plan’s economic development direction by providing the current factual foundation for Goal 9 planning, including employment trends, an employment forecast, estimates of industrial and commercial land demand, and an inventory of the City’s employment land supply and constraints. Consistency with the Comprehensive Plan’s specific Land Use and Development policies and implementation measures is addressed in the findings that follow for Commercial Development, Town Center Development, and Industrial Development. **This criterion is met.**

Commercial Development

Policy 4.1.2: The City of Wilsonville shall encourage commercial growth primarily to serve local needs as well as adjacent rural and agricultural lands.

Implementation Measures 4.1.2.a–d and f. Commercial growth focus, mix, and location

Response: The EOA updates the City’s factual basis for planning commercial land to meet local needs and for directing commercial growth to appropriate locations. The EOA identifies a limited supply of vacant commercial land and anticipates that commercial needs will be met primarily through redevelopment and reuse—particularly in Town Center and along established corridors—rather than through conversion of industrial land. This supports the Plan’s direction to cluster commercial activity and to allow limited supportive retail in Employment and Industrial areas consistent with Metro Title 4. **These criteria are met.**

Implementation Measures 4.1.2.h, j, and k. Mixed-use opportunities, neighborhood commercial, and limits on large retail in industrial areas

Response: The EOA’s conclusion that commercial needs should be accommodated primarily through redevelopment and reuse supports continued implementation of these measures by reinforcing that non-industrial commercial activity should be concentrated in designated centers/corridors and should not displace industrial development potential. **These criteria are met.**

Town Center Development

Town Center policies direct mixed-use redevelopment and reinvestment in the Town Center area, supported by multimodal access and public facilities, to accommodate a share of the City’s future commercial, employment, and residential activity in a compact, walkable center.

Response: The EOA identifies a limited supply of vacant commercial land and anticipates that commercial needs will be met primarily through redevelopment and reuse, particularly in Town Center. Adoption of the EOA as a supporting document to the Comprehensive Plan



does not amend Town Center policies or the Town Center plan, but it strengthens the factual basis for implementing those policies. **This criterion is met.**

Industrial Development

Policy 4.1.3 City of Wilsonville shall encourage light industry compatible with the residential and urban nature of the City.

Implementation Measures 4.1.3.a–g. Quality industrial development, diversification, environmental performance, and siting

Response: The updated EOA provides the City’s current factual basis for planning and supporting industrial development and maintaining a diversified employment base. The EOA concludes Wilsonville has a sufficient vacant industrial land supply to accommodate forecast demand, while identifying constraints that affect near-term competitiveness, including site readiness, infrastructure gaps, and the need to assemble larger sites. These findings inform future City decisions about where industrial growth is most feasible and what investments may be needed to support high-quality industrial development over time. **These criteria are met.**

Implementation Measures 4.1.3.h–j. Supportive retail limits and protecting industrial development potential

Response: These measures are implemented primarily through the Comprehensive Plan and Development Code, including limits on large retail in industrial areas and standards ensuring non-industrial uses do not limit industrial development potential. Adoption of the EOA does not amend these policies or standards; it strengthens the factual basis for applying them by documenting industrial land sufficiency and commercial land limitations, reinforcing the City’s approach of meeting commercial needs primarily through redevelopment and reuse in Town Center and corridors rather than conversion of industrial lands. **These criteria are met.**

Implementation Measures 4.1.3.k–m. Target industries and job-dense employment districts

Response: The updated EOA supports these measures by identifying the types of industries that are likely to locate or expand in Wilsonville and by evaluating the site types and locations needed to accommodate employment growth. This information provides an updated factual foundation to support strategies to attract and retain high-growth sectors and to encourage employment areas that offer a range of job opportunities and higher job densities over time. Adoption of the EOA does not itself amend zoning or create new incentive programs, but it informs future implementation decisions. **These criteria are met.**



Areas of Special Concern (Areas E, G, M, N, and 12)

The Comprehensive Plan identifies “Areas of Special Concern” with location-specific objectives to address transitions between industrial and other uses, site coordination challenges (e.g., small lots and fragmented ownership), mobility and freight access, and infrastructure coordination, to ensure development occurs in an orderly, compatible, and high-quality manner.

Response: The proposed amendment adopts the updated EOA as a supporting document to the Comprehensive Plan and does not change Comprehensive Plan map designations or the Areas of Special Concern framework. The EOA provides the factual basis for implementing the Comprehensive Plan objectives by providing updated information on employment land supply and site constraints. Areas of Special Concern most likely to be informed by the updated EOA include:

- ◆ **Area E:** Planned for industrial use and characterized by small lots and proximity to the Walnut Park mobile home park; objectives emphasize lot consolidation, buffering, and minimizing truck/residential conflicts. The EOA supports implementation of these objectives by updating the City’s employment land inventory and identifying site size patterns and readiness constraints that can inform future decisions about coordinated development, site assembly, access management, and compatibility measures in this Area.
- ◆ **Area G (Wilsonville Concrete):** Includes an aggregate-related operation and a mix of surrounding uses; guidance emphasizes conflict management and transportation access as urbanization occurs. The EOA provides an updated employment land baseline and highlights constraints relevant to continued industrial operations and freight access in this Area.
- ◆ **Area M (Basalt Creek):** Identified as a long-term industrial area with objectives focused on promoting a high-quality business district, avoiding incompatible uses, and coordinating access and infrastructure. The EOA identifies Basalt Creek as a major location of vacant industrial land and describes infrastructure, access, and ownership constraints affecting development readiness in the Area.
- ◆ **Area N (West Railroad/Basalt Creek):** An industrial area where extension of urban services and coordinated planning are central to development. The EOA’s buildable lands inventory can inform future annexation and infrastructure planning discussions for this Area.
- ◆ **Area 12 (Mentor Graphics):** The Comprehensive Plan outlines specific development objectives and standards, and emphasizes that coordinated utilities and street alignments require cooperation among property owners and City coordination. The EOA documents constraints that can only be addressed through coordinated planning and investment (e.g., infrastructure gaps and site readiness barriers) or future Plan Amendments for this Area to better align with current market conditions.



These criteria are met.



Ordinance No. 901

Exhibit C

Planning Commission Resolution No. LP26-001 and
Record

Link:

https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/130200/e_ordinance_no_901_exhibit_c.pdf