



CITY COUNCIL AGENDA

July 20, 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]

- A. Councilor's Input on Board and Commission Appointments/Reappointments

PRE-COUNCIL WORK SESSION [5:10 PM]

- B. [Housing Statutory Compliance \(Rybold\) \[30 min\]](#)
- C. [Town Center Development District Ballot Title and Polling Results \(Lorenzen\) \[70 min\]](#)

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, July 20, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on July 7, 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>)
5. [City Attorney Employment Agreement](#)

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]

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

CONSENT AGENDA [7:45 PM]

10. [Resolution No. 3275](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Sign A Professional Services Agreement With Carollo Engineers, Inc. For Owners' Representative Services For The Water Treatment Plant Operations And Maintenance Contract. \(Kerber\)](#)

11. [Resolution No. 3276](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With WSP USA Inc. To Provide Engineering Consulting Services For The Boeckman Creek Sewer Interceptor And Trail Project \(Capital Improvement Project No. 2107, 7054, And 9150\). \(Weigel\)](#)

12. [Minutes of the June 15, 2026 City Council Meeting. \(City Recorder\)](#)

NEW BUSINESS [7:50 PM]

CONTINUING BUSINESS [7:50 PM]

PUBLIC HEARING [7:50 PM]

13. [Ordinance No. 904 1st Reading \(Quasi-Judicial Land Use Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From Future Development Agricultural-Holding \(FDA-H\) Zone To Planned Development Industrial \(PDI\) Regionally Significant Industrial Area \(RSIA\) Zone On Approximately 33 Acres Located At 26120 SW Parkway Avenue For A Sysco Facility Expansion And Master Plan. \(Myers\)](#)

CITY MANAGER’S BUSINESS [8:05 PM]

LEGAL BUSINESS [8:10 PM]

ADJOURN [8:15 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

[Quarterly Update - Council Work Plan 2025-2027](#)

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   int  rpretes 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: July 20, 2026		Subject: Housing Statutory Compliance	
		Staff Members: Kimberly Rybold, AICP	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
☐ Council Goals/Priorities:	☐ Adopted Master Plan(s):	☒ Not Applicable	

ISSUE BEFORE COUNCIL:

The project team will introduce Part 2 of the Housing Statutory Compliance project and seek City Council input on information needed to draft Development Code amendments.

EXECUTIVE SUMMARY:

In an effort to promote the development of a variety of housing types throughout the state, the Oregon Legislature passed several bills in recent legislative sessions affecting Wilsonville's Development Code standards and review process for residential development. Development Code amendments to come into conformance with bills related to the review process for residential development, Senate Bill (SB) 974 (2025) and House Bill (HB) 4037, were addressed during Part 1 of the Housing Statutory Compliance project, which was adopted by City Council in June and is in effect as of July 1.

In 2025 the Oregon Legislature passed House Bill (HB) 2138, requiring cities to update land use regulations related to middle housing allowances and related standards. Part 2 of the Housing Statutory Compliance project will focus on modifications to the City's middle housing definitions, middle housing land division process, and other related Development Code amendments consistent with HB 2138. Some requirements of this bill are already in effect, with others becoming operative on January 1, 2027. Additional bill requirements related to middle housing siting and design parameters and discretionary criteria allowed for certain types of housing are subject to Oregon Administrative Rulemaking that will not be complete until late 2027.

At this work session, the project team will present the results of a Development Code Assessment Memo (Attachment 1) prepared by 3J Consulting that includes information on amendments that will be required for statutory compliance with HB 2138, along with other various statutory requirements that have been adopted in recent years but have not yet been addressed in the City's Development Code. The amendments cover a variety of housing-related statutory requirements, including:

- Prohibitions on requiring a traffic impact analysis or exactions for most middle housing development
- Allowances for bonus units in middle housing projects where affordable or accessible units are provided
- Refinements to the middle housing land division process
- Allowances for single room occupancies, manufactured dwellings, prefabricated dwellings, residential treatment facilities
- Requirements for clear and objective tree removal standards when associated with housing development
- Prohibitions on maximum occupancy limits in residential dwellings based on familial or nonfamilial relationships among occupants
- Residential allowances in nonresidential zones
- Allowances for childcare homes and centers
- Updates to the condominium platting process
- Provisions for replacement of dwellings damaged or destroyed by natural or involuntary events

While most of the required Development Code amendments are prescriptive in nature, the requirement to apply clear and objective tree removal standards to residential development is a substantial shift in the City's approach to tree preservation with new development and will warrant further policy consideration. Adopted in 1996, Wilsonville's Tree Preservation and Protection Code (Wilsonville Code Sections 4.600 through 4.640.20) aims to protect trees and wooded areas while recognizing that tree removal is often necessary to allow for development meeting minimum density requirements to occur. These regulations balance tree preservation and conservation as a design principle that is equal in concern and importance to other design principles and promote the consideration of development alternatives that would preserve trees when reasonable and feasible. Application of these regulations has resulted in the integration of high value trees and tree groves into plans for new residential development, as seen throughout the Villebois and Frog Pond West neighborhoods and in multifamily developments such as the Jory Trail Apartments and Vuela.

As new clear and objective standards are drafted for tree preservation in residential development, consideration should be given to the following:

- Specific species of trees that may be a higher priority for preservation
- Characteristics of trees (both individually and within groves), such as size, location, or health, that should be prioritized for preservation
- Retention of the City's current tree preservation and protection standards as an alternative discretionary path for residential development

Discussion Questions

- What questions do you have about the required statutory updates to the Development Code?
- Do you have any input on the above considerations for tree preservation? Are there any examples of tree preservation in recent residential development that you want to see the clear and objective removal standards support?
- What type of community input and/or additional information will best assist you in making final recommendations on the draft Development Code amendments, particularly those related to creation of clear and objective tree removal standards?

EXPECTED RESULTS:

City Council input on implementation options for the Development Code amendments.

TIMELINE:

The project team presented the Development Code assessment memo to Planning Commission at a work session on July 8. Feedback received from these work sessions will inform outreach efforts and the draft Development Code amendments, which will be presented to Planning Commission and City Council at work sessions in fall 2026. Outreach to inform the Development Code amendments will occur in late summer to early fall 2026.

CURRENT YEAR BUDGET IMPACTS:

Remaining project costs will be covered by a \$120,000 Department of Land Conservation and Development (DLCD) grant throughout fiscal year (FY_ 2026-27. Staff estimates spending approximately \$90,000 of the remaining grant amount during this fiscal year.

COMMUNITY INVOLVEMENT PROCESS:

Public work sessions will be held by the Planning Commission and City Council in addition to public hearings. Public outreach is planned for late summer/early fall 2026 to inform the community and gather feedback on options for clear and objective tree removal requirements for residential development.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adoption of Development Code amendments will enable the City to implement clear development standards and processes for residential development while avoiding the confusion of City Code that is superseded by conflicting State statute.

ALTERNATIVES:

Failure to complete the mandated updates will expose the City to legal risk if State statute is applied incorrectly.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Development Code Assessment Memo – June 30, 2026

TO: City of Wilsonville

FROM: Heather Austin, AICP, 3J Consulting, Inc.

RE: Development Code Assessment Memo
Part 2 of the Housing Statutory Compliance Project

DATE: June 30, 2026



Background and Context

In June 2026, the Wilsonville City Council adopted Ordinance 903, updating Chapters 2 and 4 of the Wilsonville Code (the Code). These amendments respond to the city's adoption of a Housing Production Strategy (HPS) in 2025, calling for the evaluation of the use of administrative review processes for residential development (Action C). In addition, the code amendments bring the city into compliance with recent Oregon state legislative actions Senate Bill 974 (SB 974) and the majority of the provisions of House Bill 4037 (HB 4037), both of which become effective on July 1, 2026. The adopted amendments are considered Part 1 of a two-part statutory compliance code update project.

This Development Code Assessment Memo outlines the amendments needed to complete Part 2 of the Housing Statutory Compliance project. The primary aim of Part 2 is to bring the City's regulations into compliance with Oregon House Bill 2138 (HB 2138), portions of which are already in effect and others that become effective on January 1, 2027. The main elements of HB 2138 are outlined below.

House Bill 2138 (2025)

- Requires the city to allow middle housing to be attached or detached (Wilsonville allows this with the "Cluster Housing" provisions)
- Prohibits the city from requiring a traffic impact analysis or exactions for middle housing (except townhouses or cottage clusters over 12 units)
- Allows one additional dwelling unit for a duplex or triplex, or two additional dwelling units for quadplex or townhouses, for projects that include at least one affordable or accessible unit
- Streamlines middle housing land division processes
- Provides more flexibility for the siting of single room occupancies (SROs)
- Requires clear and objective tree removal standards when associated with housing development

House Bill 2138 included the provision that the Oregon Land Conservation and Development Commission (LCDC) is required to adopt rules by January 1, 2028 to implement some parts of this legislation. Any required amendments resulting from the state rulemaking will be addressed once the rules are established in 2027.

In addition, the assessment included with this memo addresses several other state legislative actions that the city has been tracking for inclusion in a Development Code update. The majority of these legislative actions are from recent state statutory changes and affect the development of housing. The assessment table at the end of this memo identifies each section of the Wilsonville Code the team recommends amending and includes a reference to the corresponding legislative action it is intended to comply with,

or notes “Clarity and Consistency”, as outlined in further detail and listed in chronological order below.

Senate Bill 8 (2021) and House Bill 4051 (2022)

- Cities must allow affordable housing without a zone change or conditional use if the housing is owned by a public body or religious organization OR the property is zoned for commercial use, to allow religious assembly or as public lands.

House Bill 4064 (2022)

- Manufactured dwellings and prefabricated structures are permitted in all zones where single-unit residential is permitted and subject to the same standards as single-unit residential (Wilsonville already does this for manufactured dwellings but is silent on prefabricated structures).

House Bill 2583 (2022)

- Prohibits a local government from establishing or enforcing maximum occupancy limits in residential dwellings based on familial or nonfamilial relationships among occupants. This will affect Wilsonville’s definition of “household”.

House Bill 3109 (2022) and House Bill 2005 (2025)

- Family childcare homes are permitted in all dwellings in residential or commercial zones and are considered residential uses.
- Childcare centers are permitted in all commercial and light industrial zones.
- Childcare centers are permitted in all multi-unit residential zones.

House Bill 3395 (2023)

- The creation of condominiums must be reviewed and approved at the state level rather than by local jurisdictions. The city is still the review authority for proposed multi-family dwellings—the city may not distinguish between condominiums and apartments for land use review and cannot require review of the condominium plat.
- Affordable- and moderate-income housing is permitted in commercial zones subject to certain requirements.
- Jurisdictions shall allow single room occupancies (SROs) with up to six units on parcels zoned for detached single-unit dwellings

House Bill 2984 (2023)

- The conversion of buildings from commercial to residential shall be permitted without a change of use or zone change required.

House Bill 2005 (2025)

- “Residential treatment facilities” and “residential treatment homes” are permitted in all residential zones and are considered residential land uses.
- Crisis stabilization centers permitted adjacent to a mental or psychiatric hospital and vice versa (Wilsonville does not currently have either of these uses present).

House Bill 2658 (2025)

- Prohibits cities from requiring frontage improvements for renovations or alterations of existing buildings if the change does not increase the building’s square footage or footprint, the occupancy classification group of the building does not change, and the cost of the alteration does not exceed an identified amount (\$150,000 in 2025 and may be increased per the Consumer Price Index).

Senate Bill 1561 (2026)

- Allows restoration or replacement of dwellings damaged or destroyed by natural or involuntary events. Property owner must file for a permit within 3 years of damage or destruction and must begin construction within 4 years. Wilsonville's code currently requires this within 18 months.

Recommendations Summary

To ensure compliance with the requirements of HB 2138 and all other legislative actions listed above, the City of Wilsonville should consider updating the sections of Wilsonville Code Chapter 4, identified in the Part 2- Annotated Code Assessment Matrix, included with this memo. Areas where the city has specific policy choices are identified in this section.

Childcare:

A definition is needed for "childcare center" and "family childcare home". The city may draft their own definitions or adopt the definitions in ORS 197.671:

Childcare center: A childcare facility, other than a family childcare home, that is certified under ORS 329A.280; a preschool recorded program or school-age recorded program recorded under 329A.255; or a parent cooperative, as defined in ORS 329A.250.

Family childcare home: A childcare facility in a dwelling that is caring for not more than 16 children and is certified under ORS 329A.280 (2) or is registered under ORS 329A.330.

Family childcare homes are required to be permitted in any residential or commercial zone and childcare centers are required to be permitted in any zone designated for multi-family residential as well as any commercial and light industrial zone. The city may add these uses to every zone where they would be permitted or may add provisions to Section 4.113- Standards Applying to Residential Developments in any Zone, to address these provisions.

Manufactured and Prefabricated Housing:

Manufactured and Prefabricated Housing are required to be permitted anywhere a single-family dwelling unit is permitted. The city may add these uses to every zone in which single-family is listed, or the city may revise the definition of "single-family dwelling unit" to include manufactured housing and prefabricated housing".

Residential Treatment Facilities, Residential Treatment Homes and Single-Room Occupancy Dwellings

Residential Treatment Facilities, Residential Treatment Homes and Single-Room Occupancy Dwellings (SROs) are permitted in any residential zone. The city may add these uses to every zone where they would be permitted or may add provisions to Section 4.113- Standards Applying to Residential Developments in any Zone, to address these provisions.

Tree Removal Standards Applicable to Residential Developments

The city must apply clear and objective tree removal standards to residential developments. The city may maintain the current tree removal standards for non-residential developments. Feedback is needed regarding the community's priorities surrounding tree removal. Consideration should be given to:

- Specific species of trees that may be a higher priority for preservation
- Characteristics of trees (both individually and within groves), such as size, location, or health, that should be prioritized for preservation
- Retention of the City's current tree preservation and protection standards as an alternative discretionary path for residential development

Code Citation	Code Provision	Analysis	Legislative Context
CHAPTER 4 PLANNING AND LAND DEVELOPMENT			
ADMINISTRATION			
Section 4.001 Definitions			
17. Apartment.	Defines "Apartment" as a "type of multi-family dwelling unit in a building that contains five or more dwelling units.	The city should <u>consider</u> whether the definition of "apartment" is even needed- it is a multiple-family dwelling unit. The code does have a definition for condominium, which is also a multiple-family dwelling unit.	HB 3395 (2023)
Childcare Center.	Definition does not exist.	The city <u>should consider</u> adding a definition for "Childcare Center", <u>or</u> reference the definition in ORS 197.671. The definition in ORS 197.671 is "A childcare facility, other than a family childcare home, that is certified under ORS 329A.280; a preschool recorded program or school-age recorded program recorded under 329A.255; or a parent cooperative, as defined in ORS 329A.250."	HB 3560 (2025) and HB 3109 (2022)
91. Duplex.	Defines "Duplex" as attached units on a single lot.	The city's code is in compliance with HB 2138's requirement that middle housing be permitted in "any configuration". For clarity, the city <u>may consider</u> adding a reference to the "cluster housing" definition for two detached units on a single lot.	HB 2138 (2025), Clarity
93. Dwelling Unit.	A building or portion thereof providing living and sleeping space as well as sanitary, bathing, and food preparation facilities for one household, but not a trailer house or other recreational vehicle.	The definition of "dwelling unit" may need to be altered in conjunction with changes to the definition of "household".	
96. Dwelling Unit, Multiple-Family.	Definition does not reference "family".	Section 8b. of HB 2347 recommends as a best practice replacing terms that include the term family. Wilsonville's housing terms include the word "family" but the definition does not reference "family". Wilsonville <u>may consider</u> adding "manufactured housing" and "prefabricated housing" to the definition of "dwelling unit, single-family", <u>or</u> the city may define these terms separately and list both uses as permitted uses where single-family dwelling units are permitted.	HB 2347 (2025)
97. Dwelling Unit, Single-Family.			
Family Childcare Home.	Definition does not exist.	The city <u>may consider</u> adding a definition for Family Childcare Home, <u>or</u> refer to the definition in ORS 197.671. The definition in ORS 197.671 is "A childcare facility in a dwelling that is caring for not more than 16 children and is certified under ORS 329A.280 (2) or is registered under ORS 329A.330."	HB 3109 (2022)
137. Household.	Defines "Household" as up to five unrelated individuals.	Local government may not establish or enforce maximum occupancy limits in residential dwellings based on familial or nonfamilial relationships among occupants. The city <u>must update</u> the definition of "household" to remove reference to relation of occupants.	HB 2583 (2022)
183. Middle Housing Land Division.	Middle Housing Land Division definition.	The definition is in compliance with the standards of HB 2138.	HB 2138 (2025)

Code Citation	Code Provision	Analysis	Legislative Context
184. Middle Housing Land Division Unit.	<i>Middle Housing Land Division Unit:</i> A unit of land resulting from a Middle Housing Land Division. Not considered a lot except for platting and property transfer purposes. Each Middle Housing Land Division Unit is considered part of a parent lot and are not further divisible. Each Middle Housing Land Division Unit has one dwelling unit.	The city <u>must remove or revise</u> the statement "each middle housing land division unit has one dwelling unit", as the existing single-unit and an ADU or existing duplex may remain together on one middle housing land division unit, per HB 2138 Section 14.	HB 2138 (2025)
229. Permit (tree cutting).	Definition complies with HB 2138.		HB 2138 (2025)
236. Plat.	Identifies "condominium division" as having a plat.	The definition of "plat" does not constitute a regulation regarding condominium plats and is technically accurate. The city <u>should consider for clarity</u> removing "condominium division" from the definition of "plat" to clarify that the city does not regulate the condominium plat.	HB 3395 (2023), Clarity
251. Quadplex.	Defines "Quadplex" as four attached units on a single lot.	The city's code is in compliance with HB 2138's requirement that middle housing be permitted in "any configuration". For clarity, the city <u>may consider</u> adding a reference to the "cluster housing" definition for four detached units on a single lot.	HB 2138 (2025), Clarity
262. Residential Facility.	Definition consistent with ORS 197.660.		HB 2005 (2025)
Residential Treatment Facility and Residential Treatment Home.	No definition. ORS 443.400 defines: (11) “Residential treatment facility” means a facility that provides, for six or more individuals with mental, emotional or behavioral disturbances or alcohol or drug dependence, residential care and treatment in one or more buildings on contiguous properties. (12) “Residential treatment home” means a facility that provides for five or fewer individuals with mental, emotional or behavioral disturbances or alcohol or drug dependence, residential care and treatment in one or more buildings on contiguous properties.	The city <u>should add</u> these definitions, or similar.	
263. Residential Home.	Definition consistent with ORS 197.660		

Code Citation	Code Provision	Analysis	Legislative Context
Single Room Occupancy (SRO).	Not currently in code. ORS 197A.430(1) defines SRO as: "a residential development with no fewer than four attached or detached units that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy." The city <u>should add</u> this or an alternate definition.	The city <u>should add</u> this definition, or similar.	Section 6 of HB 2138 (2025)
335.Townhouse.	Definitions appear consistent with state law.		HB 2138 (2025)
336.Townhouse project.			
341. Tree.	Definitions appear consistent with state law and do not need revision based on need to update tree removal code for residential development.		HB 2138 (2025)
342. Tree Cutting.			
343. Tree Preservation and Protection Plan.			
344. Tree Pruning.			
345. Tree Survey.			
346. Tree Topping.			
347. Triplex.	Defines "Triplex" as three attached units on a single lot.	The city's code is in compliance with HB 2138's requirement that middle housing be permitted in "any configuration". For clarity, the city <u>may consider</u> adding a reference to the "cluster housing" definition for three detached units on a single lot.	HB 2138 (2025), Clarity
Section 4.008 Application Procedures- In General			
(.01) The general...	I. Subdivisions, condominium divisions, and land partitions, pursuant to Section 4.200;	The city <u>should remove</u> "condominium divisions" from list.	HB 3395 (2023)
Section 4.030- Jurisdiction and Powers of Planning Director and Community Development Director			
(.01) Authority of Planning Director.	Specifies types of applications and how they are reviewed. A.9 specifies final plats for condos.	The city <u>should remove</u> "final plats for condominiums" from subsection 9.	HB 3395 (2023)
Section 4.031- Authority of the Development Review Board			
(.01) As specified...	C. identifies review of condominium plats (previously updated in Phase 1 of project for tentative subdivision).	The city <u>should remove</u> "condominium plats" from subsection C.	HB 3395 (2023)
Section 4.034- Application Requirements			
(.05) Applications for subdivisions, condominium divisions...	Identifies "condominium divisions"	The city <u>should remove</u> "condominium divisions" from subsection (.05).	HB 3395 (2023)

Code Citation	Code Provision	Analysis	Legislative Context
ZONING			
Section 4.113- Standards Applying to Residential Developments in any Zone			
(.04) Residential uses for treatment or training:	Allows residential homes where single-unit residential is allowed and residential facilities where multi-unit residential is allowed	The city <u>could consider</u> changing the subheading to "Residential Uses" and adding Residential Treatment Facility and Residential Treatment Home as permitted in any zone where any residential is permitted and conversion of commercial use to a residential use is permitted without a zone change or conditional use permit (not in industrial zoning). <u>Or</u> the city <u>could add</u> these uses to each applicable zoning district.	HB 2005 (2025)
		The city <u>must allow</u> SROs as permitted in any zone where any residential is permitted. Specifically, permit SRO with up to six units on each lot or parcel zoned to allow for the development of a detached single-unit dwelling; and with up to three times the number of units allowed by the maximum density standards of a lot or parcel on which is allowed multiunit housing with five or more dwelling units. In order to comply with state law, the city <u>should either update</u> this section to address SROs <u>or add</u> them to each residential zoning district.	HB 2138 (2025) [Section 6]
		The city <u>must allow</u> conversion of a building or a portion of a building from a commercial use to a residential use without a zone change or conditional use permit (this is not required in industrial zoning).	HB 2984 (2023)
		Affordable Housing provisions might fit well in this location, if this heading is expanded to simply "Residential Uses". Direct reference to state statute is recommended for affordable housing provisions.	SB 8 (2021), HB 4051 (2022), HB 4037 (2026), and HB 3395 (2023)
(.14) Design Standards for Detached Single-family and Middle Housing.		Section 3 of SB 2138 requires the city to allow a unit bonus for affordable/accessible middle housing (+1 for duplex or two-unit cluster, +2 for triplex, quadplex or three- or four-unit cluster). The city <u>must allow</u> this unit bonus for affordable/accessible middle housing and should consider if this is the appropriate location, or if there is another more appropriate location in the code.	HB 2138 (2025) [Section 3]
		The city <u>must update</u> the code to state that middle housing land divisions do not require a traffic study or exactions (except SDCs). This does not apply to townhouses or cottage clusters with more than 12 units or lots or parcels created by division of land, other than MHL, that occurred within the past 5 years.	HB 2138

Code Citation	Code Provision	Analysis	Legislative Context
Section 4.122- Residential Zone			
(.04) Principal Uses Permitted.	Lists Single-family dwelling, middle housing, multiple-family dwelling, public parks and manufactured homes.	The city <u>could consider</u> adding manufactured and prefabricated dwellings, residential treatment facility/residential treatment home/SRO (<u>or address</u> these in Section 4.113.04), and family childcare home.	HB 4064, SB 2005, HB 2138 and HB 3560
(.06) Other Standards:	Identifies dimensional standards, such as minimum lot width, size and street frontage.	The city <u>should consider for clarity</u> adding language to clarify that MHLD lots ("child lots") are subject to dimensional standards of 4.232.04.	Clarity and Consistency
Section 4.123- Old Town Residential (OTR) Zone			
(.03) Principal Uses Permitted.	Lists single-family dwelling units and middle housing.	The city <u>could consider</u> adding manufactured and prefabricated dwellings, residential treatment facility/residential treatment home/SRO (<u>or address</u> these in Section 4.113.04), and family childcare home.	HB 4064, SB 2005, HB 2138 and HB 3560
(.05) Lot Standards.	Identifies dimensional standards, such as minimum lot width, size and street frontage.	The city <u>should consider for clarity</u> adding language to clarify that MHLD lots ("child lots") are subject to dimensional standards of 4.232.04.	Clarity and Consistency
Section 4.124- Standards Applying to all Planned Development Residential Zones			
(.01) Permitted Uses:	Lists permitted uses.	The city <u>could consider</u> adding manufactured and prefabricated dwellings, residential treatment facility/residential treatment home/SRO (<u>or address</u> these in Section 4.113.04), childcare centers (because multi-family is permitted) and family childcare home. The city has the <u>option</u> to limit childcare centers to areas zoned to permit 17 du/ac.	HB 4064, SB 2005, HB 2138 and HB 3560
(.07) Lot Standards.	Identifies dimensional standards, such as minimum lot width, size and street frontage.	The city <u>should consider for clarity</u> adding language to clarify that MHLD lots ("child lots") are subject to dimensional standards of 4.232.04.	Clarity and Consistency
Section 4.125- V-Village Zone			
(.02) Permitted Uses.	Lists permitted uses. "Group living facility" listed (undefined term).	The city <u>could consider</u> adding manufactured and prefabricated dwellings, residential treatment facility/residential treatment home/SRO (<u>or address</u> these in Section 4.113.04), childcare centers (because multi-family and commercial are permitted) and family childcare home. The city has the <u>option</u> to limit childcare centers to areas zoned to permit 17 du/ac.	HB 4064, SB 2005, HB 2138 and HB 3560
(.05) Development Standards...	Identifies dimensional standards, such as minimum lot width, size and street frontage.	The city <u>may consider</u> adding language to clarify that MHLD lots ("child lots") are subject to dimensional standards of 4.232.04.	Clarity and Consistency
Section 4.127- Residential Neighborhood (RN) Zone			
(.08) Development Standards.	Identifies dimensional standards, such as minimum lot width, size and street frontage.	The city <u>may consider</u> adding language to clarify that MHLD lots ("child lots") are subject to dimensional standards of 4.232.04.	Clarity and Consistency
Section 4.132- Town Center Zone			
(.02) Uses permitted anywhere in the TC Zone:	Identifies Child and/or day care.	The city <u>could consider for clarity</u> revising to "Childcare Center".	Clarity and Consistency
Section 4.136- PF- Public Facility Zone			
(.02) Uses permitted outright:	Identifies day care centers	The city <u>could consider for clarity</u> revising to "Childcare Center".	Clarity and Consistency

Code Citation	Code Provision	Analysis	Legislative Context
Section 4.141- Special Regulations- Changes of Use			
(.02) The conversion...	Specifies standards for the conversion of apartments to condominiums are in Section 4.200.	The city <u>must remove</u> this section as condominiums are regulated by state.	HB 3395 (2023)
GENERAL DEVELOPMENT REGULATIONS			
Section 4.177- Street Improvement Standards.			
(.01) Development...	Requires street improvements with development.	The city <u>is no longer able to require</u> frontage improvements for a construction permit to alter or renovate an existing building, so long as: - there is no increase to the square footage, -the alteration cost does not exceed the allowable rate (\$150,000 in 2025*), and -the changes do not result in a change of occupancy classification. The city <u>is still able to require</u>: -dedication of right-of-way, -ADA-required improvements, -SDCs, -a waiver of remonstrance to the formation of a local improvement district, and/or -assessment or collection of fees for a local improvement district If a frontage improvement along a state highway is conditioned, Wilsonville and ODOT staff <u>shall coordinate</u> with the applicant to determine if design, engineering or construction plans already exist for the improvement. The city <u>should consider</u> an exemption to alterations and renovations that meet the provisions of HB 2658, potentially through a new subsection (.11) Alterations and Renovations. *rate may be increased annually based on Consumer Price Index*	HB 2658 (2025)
Section 4.189- Non-Conforming Uses			
(.04) Damage and Destruction.	Requires replacement permits to be received within 18 months for non-conforming use.	HB 1561 allows 3 years for the filing of an application for restoration or replacement of a dwelling "damaged or destroyed by a natural or involuntary event" and construction must commence no more than 4 years after approval of the application. The city <u>must update</u> this section to allow the filing of a permit to occur within 3 years (rather than 18 months) for restoration or replacement of a dwelling damaged or destroyed by a natural or involuntary event (and up to 4 years to commence construction). The city <u>may retain</u> the 18 month requirement for structures that are not dwellings.	SB 1561 (2026)

Code Citation	Code Provision	Analysis	Legislative Context
Section 4.190- Non-Conforming Structures			
(.03) When...	Requires replacement permits to be received within 18 months for non-conforming structure.	HB 1561 allows 3 years for the filing of an application for restoration or replacement of a dwelling "damaged or destroyed by a natural or involuntary event" and construction must commence no more than 4 years after approval of the application. The city <u>must update</u> this section to allow the filing of a permit to occur within 3 years (rather than 18 months) for restoration or replacement of a dwelling damaged or destroyed by a natural or involuntary event (and up to 4 years to commence construction). The city <u>may retain</u> the 18 month requirement for structures that are not dwellings.	SB 1561 (2026)
LAND DIVISIONS			
Section 4.200- General-Purpose			
Purpose Statement	Identifies condominium divisions	The city <u>should remove</u> condominium divisions as condominiums are regulated by state.	HB 3395 (2023)
Section 4.202- General-Authorization			
(.04) No person...	Includes condominiums	The city <u>should remove</u> condominiums as condominiums are regulated by state.	HB 3395 (2023)
(.06) New condominium...	Standards for new condominium developments	The city <u>shoud remove</u> this section as Condominiums are regulated by state.	HB 3395 (2023)
(.07) Condominium conversions...	Standards for condo conversions		
Section 4.210- Application Procedure			
(.01) Pre-application conference.	Includes condominiums	The city <u>should remove</u> condominiums as condominiums are regulated by state.	HB 3395 (2023)
	B.26. requires a traffic study to be submitted as part of the tentative plat application process.	The city <u>should update</u> the code to state that middle housing land divisions do not require a traffic study or exactions (except SDCs). This does not apply to townhouses or cottage clusters with more than 12 units or lots or parcels created by division of land, other than MHL, that occurred within the past 5 years.	HB 2138
Section 4.232- Expedited Land Divisions and Middle Housing Land Divisions			
(.03) An applicant...	A. The proposed land division is occupied by Middle Housing or an Accessory Dwelling Unit and the associated primary dwelling;	The city <u>should update</u> this section to also allow the land to be "planned for the development of middle housing".	HB 2138 [Section 14(2)(b)]
	B. Separate Utilities	There is conflicting information in SB 2138 re: separate utilities. The city may maintain the requirement to provide separate utilities, which is likely the preference of building and engineering. The city <u>could</u> update requirement if that is preference.	HB 2138
(.03) An applicant...	E. Notes are added...1. Further division...prohibited.	The city <u>should update</u> this section to remove the prohibition of further division <u>or</u> refer to (.04)3. allowance for further division.	HB 2138 [Section 14(6)]
(.04) Provisions of Middle Housing Land Divisions:	3.Middle Housing Land Division Units, the units of land resulting from a Middle Housing Division, shall: A. Have exactly one dwelling unit (except for tracts for common space)	The city <u>should update</u> the code to allow an existing single-unit dwelling with ADU OR an existing duplex (or two-unit cluster) to remain on a parcel that is a result of the MHL for compliance with HB 2138.	HB 2138 [Section 14(2)(d)(B)]

Code Citation	Code Provision	Analysis	Legislative Context
(.04) Provisions of Middle Housing Land Divisions:	3.Middle Housing Land Division Units, the units of land resulting from a Middle Housing Division, shall: B. Not be further divisible.	The city <u>should update</u> the code to allow future division of a MHL D unit "when State law allows more than one dwelling on that unit by virtue of the future allowance of additional bonus units on an established MHL D unit or to separate the ADU that was kept with an existing dwelling during the original MHL D". Staff notes this is a very unlikely scenario to occur.	HB 2138 [Section 14(6)]
(.05) Procedures and Requirements...	B. requires partition review of MHL D that has existing structures	The city should remove subsection B. because HB 2138 allows the MHL D process to be used for sites with existing structures. This would not allow a serial middle housing land division to avoid subdivision rules and improvements.	HB 2138 [Section 14(2)(d)(B)]
TREE PRESERVATION AND PROTECTION			
Section 4.610.10- Standards for Tree Removal, Relocation or Replacement			
(.01) Except where...	Review standards for tree removal.	The city <u>should update</u> to differentiate process for tree removal with residential development.	HB 2138 [Section 13]: A local government may adopt and apply only clear and objective standards, conditions and proceedings regulating tree removal codes related to the development of housing.
Consider addition of (.02)	"The following standards shall govern the review of an application for a Type A, B, C or D Tree Removal Permit associated with residential development:"	As new clear and objective standards are drafted for tree preservation in residential development, consideration should be given to the following: •Specific species of trees that may be a higher priority for preservation •Characteristics of trees (both individually and within groves), such as size, location, or health, that should be prioritized for preservation •Retention of the City’s current tree preservation and protection standards as an alternative discretionary path for residential development Tree removal associated with non-residential development would maintain the existing process and standards. This would also be an alternative, discretionary path available to tree removal with residential development that does not meet clear and objective standards.	
Section 4.610.20- Type A Permit			
(.02) Where...	Where the City determines that an application to remove a tree or trees does not meet the...	Consider updating to "An application to remove a tree or trees that does not meet the..."	HB 2138, Clarity
Note: Application materials for Types A-C not all clear and objective but not review standards...we will need to update for tree permits with residential development and then apply current tree code to non-residential (and also allow an applicant to use current process via a waiver).			



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 20, 2026		Subject: Town Center Development District Ballot Title	
		Staff Member: Amanda Guile-Hinman, City Attorney; Matt Lorenzen, Economic Development Manager	
		Department: Legal, Community Development	
Action Required		Advisory Board/Commission Recommendation	
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☐ Resolution ☐ Information or Direction ☐ Information Only ☒ Council Direction ☐ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
☒ Council Goals/Priorities: Goal 4: Community understands Town Center Plan, Urban Renewal, and other funding sources for infrastructure through engagement to inform Council direction	☒ Adopted Master Plan(s): Town Center Plan (2019)	☐ Not Applicable	

ISSUE BEFORE COUNCIL:

Does the Council support the Ballot Title language as presented? Provide specific direction for any sections or phrases the Council may wish staff to revise.

EXECUTIVE SUMMARY:

Background

The City has undertaken a multi-year effort to establish a long-term vision for Wilsonville's Town Center and identify implementation strategies that support reinvestment, economic development, housing, and public infrastructure improvements.

In 2019, following an extensive community planning process, the City Council adopted the Town Center Plan (the "Plan"). The Plan establishes a long-range vision for transforming Town Center into a vibrant, walkable mixed-use district that supports new housing, employment, shopping, dining, entertainment, civic gathering spaces, and transportation improvements. The Plan also recognizes that achieving this vision will require significant public investment over many years and identifies, in its listed economic development strategies, tax increment financing (TIF) as one potential funding mechanism to help implement public improvements that support private redevelopment.

To evaluate the feasibility of using TIF, the City completed the Town Center Urban Renewal Feasibility Study in 2023. That study analyzed redevelopment potential, financing capacity, and possible public investments that could be supported through a Town Center urban renewal area. The study ultimately informed preparation of a proposed urban renewal district that was referred to Wilsonville voters in May 2024. Although the measure was not approved, the planning, financial analysis, and community engagement completed during that process provided a foundation for future consideration of a revised proposal.

In March 2025, the City Council identified revisiting a Town Center urban renewal district through community education and outreach among its Council goals. Consistent with that direction, staff conducted community outreach and updated the financial analysis and redevelopment assumptions through preparation of the 2026 Town Center Urban Renewal Feasibility Study. The updated study reflects current market conditions, revised project costs, and a more conservative redevelopment scenario than previously evaluated.

The revised proposal also incorporates previous Council direction intended to better align the proposed district with community priorities. Key refinements include:

- Reduced redevelopment assumptions and associated tax increment revenue projections.
- Lower proposed maximum indebtedness.
- A shorter anticipated district duration.
- Removal of the proposed I-5 bicycle and pedestrian bridge project.
- Addition of economic development incentive programs supporting a food cart pod and the recruitment and retention of small and locally owned businesses.

These refinements are reflected in the proposed Town Center Development District Plan and draft Ordinance No. 905, which will come before the Council imminently. Unlike previous Town

Center urban renewal proposals and studies, the current effort consistently refers to the proposed district as the **Town Center Development District**, reflecting its emphasis on economic development, revitalization, and implementation of the Town Center Plan through tax increment financing authorized under Oregon’s urban renewal statutes (ORS 457).

Because Ordinance No. 905 must be referred to Wilsonville voters for consideration at the November 2026 General Election pursuant to Charter Section 29A (adopted by the voters in May 2026), the Council must also approve a ballot title consisting of a Caption, Question, and Summary that accurately describe the measure in accordance with Oregon election law.

Discussion

The purpose of this agenda item is to present draft ballot title language for Council review and discussion before a final ballot title is prepared for formal consideration and adoption in August.

The proposed ballot title has been drafted to accurately describe the measure voters would consider if the Council ultimately refers Ordinance No. 905 to the November 2026 General Election in August. The language is intended to be factual, concise, and consistent with Oregon ballot title requirements while clearly communicating the purpose of the proposed Town Center Development District. Additionally, the ballot title specifically references Ordinance No. 905 and the details of the proposed Town Center Development District that would be considered for adoption by the City Council if the ballot measure is successful – for compliance with Wilsonville Charter Section 29A.

The draft Caption identifies the measure as a proposal to create the Wilsonville Town Center Development District. The Question asks whether the City should adopt Ordinance No. 905 establishing the district to address blight, consistent with Oregon's urban renewal statutes. The Summary explains that the district would utilize tax increment financing (TIF), clarifies that TIF does not impose a new tax or increase tax rates, and describes the principal categories of projects and programs proposed for funding. It also summarizes key financial characteristics of the proposed district, including maximum indebtedness, phased borrowing, anticipated district duration, and the role of future growth in property tax revenues generated within the district.

Staff is seeking Council feedback regarding the clarity, completeness, and accuracy of the proposed ballot title language. Council discussion at this meeting will help identify any revisions before staff returns with a final ballot title for consideration in conjunction with the proposed referral of Ordinance No. 905 to Wilsonville voters.

EXPECTED RESULTS:

Staff will revise and refine Ballot Title language to reflect the core tenets of the proposed Town Center Development District Plan and City Council direction.

TIMELINE:

Staff expects to present, in late July-early August, the draft Town Center Development District Plan (TCDDP), the accompanying technical report, and the draft Ordinance (No. 905), that would effectuate the TCDDP if approved by voters at the November 2026 election.

If approved by voters, the City will need to complete the remaining statutory processes for adoption, including conferring with overlapping taxing districts, a public hearing before Planning Commission, required noticing, and a public hearing and second reading before City Council.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

The Ballot Title language presented here is informed in part by recent polling, surveys, focus groups, public comment, Council input, and the requirements of the recent Charter amendment approved by voters through the passage of Measure 3-632 at the May 2026 election.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

If voters approve the proposed Ordinance, No. 905, Town Center Development District Plan, through a ballot measure in November 2026, to be referred by the City Council in August, the City and its Urban Renewal Agency will have a dedicated funding source to implement the Town Center Plan facilitating the revitalization of the Town Center area.

ALTERNATIVES:

Council may affirm support for the draft Ballot Title language included herein (Attachment 1), or direct staff to revise the language in whole or in part.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. DRAFT Ballot Title

EXHIBIT A – BALLOT TITLE
CITY OF WILSONVILLE
CLACKAMAS COUNTY, OREGON

CAPTION

Vote to create the Wilsonville Town Center Development District

QUESTION

Should the City adopt proposed Ordinance No. 905 establishing the Wilsonville Town Center Development District to address blight?

SUMMARY

This measure uses tax increment financing (TIF). TIF is not a new tax or tax rate increase.

The City proposes to create the Wilsonville Town Center Development District via Ordinance No. 905 to address blight and revitalize Town Center. TIF is a funding tool authorized under Oregon law. Future growth in property tax revenues within the district helps fund projects inside the district boundary while taxing districts continue receiving property tax revenues based on current assessed values. The Town Center Development District proposes to help fund the following:

Gathering Spaces and Parking:

- Streetscapes, plazas for open air dining and events
- Parking facilities, traffic mitigation improvements

Small Business & Economic Development:

- Incentives for new restaurants, food carts, and small local businesses

Public Infrastructure:

- Landscaped streets, sidewalks, and other improvements supporting new business, housing in Town Center

Plan Details:

- Maximum indebtedness (spending cap) of \$ 152 million (\$ 85.5M in today's dollars)
- Structured as smaller borrowings over time
- Plan duration of 28 years
- New development in Town Center generates the tax increment revenues that pay for these projects

CITY OF WILSONVILLE EMPLOYMENT AGREEMENT CITY ATTORNEY

This Employment Agreement (“Agreement”) is made and entered into effective April 30, 2026 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Amanda R. Guile-Hinman** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of Employee as City Attorney of the City of Wilsonville; and

WHEREAS, it is the desire of the City to establish certain conditions of employment, establish certain benefits, and set working conditions for Employee; and

WHEREAS, Employee desires to continue employment as City Attorney of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties and Work Hours

The City hereby agrees to employ Employee as City Attorney of the City of Wilsonville. Employee agrees to devote her full-time efforts to performing the functions and duties of City Attorney, as set forth in the job description on file with the Human Resources Department, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to her.

Section 2. Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City and, to that end, Employee will be allowed to make reasonable adjustments as she shall deem appropriate during said normal office hours. Any extended reasonable adjustments shall be subject to consultation with the City Manager and the Mayor.

Section 3. Employment Date and Status; Contract Term

3.1 Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause, subject to the severance benefits described in **Section 9**. Employee has been employed by the City since May 2, 2022, which date is hereinafter referred to as the Employment Date. If Employee is not otherwise terminated earlier, as provided in **Section 9** below, the term of this Employment Agreement will be for a two-year period, from the Effective Date through and including April 30, 2028.

Section 4. Compensation and Allowance

4.1 First Contract Year. Employee will receive an annual base compensation of \$210,000.00 (“Salary”), effective May 1, 2026, through April 30, 2027.

4.2. Second Contract Year. Subject to **Subsection 4.3** herein, Employee will receive an increase to the Salary of five and one-half percent (5.5%), effective May 1, 2027, through April 30, 2028.

4.3. A majority of the City Council members may elect to reevaluate the annual base compensation amount prior to the start of the subsequent year.

4.4. In addition to Salary, Employee will receive a \$100.00 per month allowance to put towards Employee’s cost of maintaining a cellular phone or technology that is used in connection with her work for the City. In addition to the foregoing, Employee will receive the standard benefits offered to City employees, as outlined in **Section 5**.

Section 5. Other Benefits; Administrative Time

5.1 The City will provide Employee with a standard benefits package, as is offered all other executive-level, full-time City employees, including health, dental, and life insurance, PERS benefits, vacation time and sick leave. Details on all benefits are available through the Human Resources Department. Employee has the option to cash out up to ten days (80 hours) of vacation time per contract year. In addition to the standard City benefits, the City will contribute a percentage of Employee’s base Salary to Employee’s 401(a) retirement plan. This plan vests over a six (6) year period. The City’s contribution to Employee’s 401(a) retirement plan will be as follows:

5.1.1. First Contract Year. The City will contribute three and three-quarter percent (3.75%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.1.2. Second Contract Year. The City will contribute four percent (4%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.2 Due to the nature of the City Attorney’s position, Employee will be required to attend numerous evening and some occasional weekend meetings. As a result, the City allows for reasonable flexibility in the normal work hours and will provide Employee ten (10) paid “administrative days” off, to be used in Employee’s reasonable discretion, at times when her workload and meeting schedule allow. Employee shall not receive monetary compensation/salary for work in excess of normal office hours. The ten paid “administrative days” will be made available to Employee on her Employment Date, and she will receive ten paid “administrative days” on the anniversary of her Employment Date. Employee must use the “administrative days” each year or they will be forfeited; they will not “carry over” into subsequent years. Any unused “administrative days” will not be paid at the time of Employee’s resignation or retirement, or if this Agreement is terminated pursuant to **Section 9**.

Section 6. Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in the Oregon State Bar, governmental law section of the Oregon State Bar, land use section of the Oregon State Bar, other relevant county bar associations, the Oregon City Attorney's Association, and the National Institute of Municipal Legal Officers, which are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City. The City further agrees to pay for Employee's professional dues to the Washington State Bar for any calendar year in which Employee is representing the City under her Washington State Bar license.

Section 7. Professional Development

7.1. The City hereby agrees to, in accordance with City travel and expense guidelines and policies, budget and pay for the travel expenses of Employee for: (a) professional and official travel; (b) meetings, and occasions adequate to continue the professional development of Employee; and (c) meetings and occasions adequate to pursue necessary official and other functions for the City. These shall include the Oregon State Bar and sections of government law and land use, the City Attorney's Association, the International Municipal Law Officer's Association, and other national, regional, state, and local governmental groups and committees thereof on which Employee may serve as a member and/or have been approved by the City.

7.2. The City also agrees to budget and pay for the necessary continued legal educational expenses of Employee for short courses, institutes, and seminars that are necessary for her continued licensing as a member of the Oregon State Bar.

7.3. The City agrees to maintain the necessary legal library as agreed upon by Employee and the City.

Section 8. Performance Evaluations

Council shall review and evaluate the performance of Employee approximately annually, or more frequently than annually if performance issues exist. Said review and evaluation shall be in accordance with criteria developed by the Council and may include feedback or review from categories of other City employees or relevant third parties. Said criteria may be added to or deleted from as Council may from time to time determine. Input regarding Employee's performance will be requested from all Council members. Council and Employee shall periodically define goals and performance objectives which they determine necessary for the proper operation of the City and attainment of Council's policy objectives. Council and Employee shall work together to establish priorities among those various goals and objectives. The goals will be set to generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided for.

Section 9. Termination and Severance Pay

9.1. Subject to the terms and conditions stated herein, in the event this Employment Agreement is terminated by Council not “For Cause”, and at such time of termination Employee remains willing and able to perform her duties under this Agreement, the City agrees to pay Employee a severance payment equal to either greater of: (a) six months’ Salary; or (b) one (1) months’ Salary per year of service, with a maximum of twelve (12) months; plus reimbursement for health benefits in place at the time of termination equal to the severance payment period (“Severance”). Payment of the Severance is conditioned upon Employee signing a Settlement and Release of Claims Agreement in consideration of such payment. Council may elect to pay the dollars portion of the Severance payment in a lump sum or in equal monthly installments. To the extent allowed by law, the medical coverage premiums will be reimbursed after payment by Employee for up to twelve (12) months of coverage, dependent on years of service. Severance will not be paid if Employee either does not sign the Settlement and Release of Claims Agreement or if Employee is terminated “For Cause.” As used herein, “For Cause” shall mean that Employee is terminated because of malfeasance, gross negligence, insubordination, theft, deception (by material untrue statement or material intentional omission), fraud, a violation of the Oregon Rules of Professional Conduct, or a criminal felony conviction.

9.2. No Severance will be paid if Employee voluntarily leaves her position.

9.3. In the event Employee is unable to work because of disability, the Severance amount set forth in **Section 10** shall apply in lieu of the above Severance.

9.4. In the event Employee voluntarily resigns her position with the City, Employee agrees to use good faith efforts to give the City three (3) months’ notice in advance, unless the parties otherwise agree. Employee shall not be entitled to Severance if Employee voluntarily resigns, regardless of how and when notice is given.

Section 10. Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period that exceeds exhaustion of allowed state and federal family medical leaves or other state or federal leave programs, the City shall have the option to terminate this Agreement and, in that case, Severance will be equal to three (3) months’ of wages and health benefits, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the three (3) month Severance period.

Section 11. Suspension in Lieu of Termination or Immediate Termination, Discipline

11.1 The City may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of Council vote to suspend Employee pending an investigation into allegations of malfeasance, gross negligence, insubordination, theft, deception, fraud, violation of City policy or the Oregon Rules of Professional Conduct, or a criminal felony charge. Suspension discussion shall occur in executive session, to the extent permitted under Oregon public meetings laws. The action to suspend will be taken in a public meeting, to the extent required

by Oregon law. Employee shall be given written notice setting forth any allegations that could lead to suspension at least five (5) days prior to such executive session and shall be given the opportunity to present defenses or provide a statement during executive session, but Employee shall not be allowed to be present during Council deliberations that follow. During that five (5) day or more interim period before the matter can be heard by Council, the City may temporarily suspend Employee with pay. Nothing contained herein shall be construed to require a suspension before termination; however, the procedures and timelines described in this paragraph for a suspension will also apply in the event the City contemplates terminating this Employment Agreement.

11.2 Employee is subject to all employment policies applicable to City employees as described in the City's Employee Handbook. That means that Employee will be subject to the City's policies regarding discipline, located in the City's Employee Handbook.

Section 12. Indemnification

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

Section 13. Other Terms and Conditions of Employment

Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

Section 14. General Provisions

14.1. This Agreement shall constitute the entire agreement between the parties.

14.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

14.3. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14.4. This Agreement may only be amended in writing, signed by both the City and Employee.

14.5. Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

14.6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

14.7. This Agreement, along with the City's employment policies (as described in the City's Employee Handbook or in resolutions or rules implemented by the City Council, and as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

DATED: _____

CITY OF WILSONVILLE

EMPLOYEE

By: _____
Shawn O'Neil
Mayor

Amanda Guile-Hinman

ATTESTED TO:

Kimberly Veliz, City Recorder



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 20, 2026	Subject: Resolution No. 3275 Authorizing The City Manager To Execute A Personal Services Agreement With Carollo Engineers, Inc. For Owners' Representative Services For The Water Treatment Plant Operations And Maintenance Contract. Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required ☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	Advisory Board/Commission Recommendation ☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
☐ Council Goals/Priorities:	☐ Adopted Master Plan(s):	☒ Not Applicable

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution to approve the selection process, and award a personal services agreement to Carollo Engineers, Inc. in the amount of \$650,000 for services as an Owners' Representative for the Water Treatment Plant Operations and Maintenance contract.

EXECUTIVE SUMMARY:

The Willamette River Water Treatment Plant provides drinking water to the Cities of Wilsonville and Sherwood. The plant began operations in 2002 and is co-owned by the City of Wilsonville and Tualatin Valley Water District. Veolia Water North America – West, LLC currently provides operations and maintenance (O&M) of the plant on behalf of the owners', and their O&M contract expires on June 30, 2028.

The City will be rebidding the O&M contract for the treatment plant and based on the complexity, technical expertise and critical attention to detail needed to deliver this multi-layered project, staff are pursuing the use of Owners' Representative (OREp) services.

Acting as a technical and strategic advisor, the ORep will assess the owners' needs, develop procurement documents and guide a fair, transparent and regulatory-compliant competitive selection process. The ORep will facilitate the evaluation of vendor proposals, support interviews and contract negotiations and oversee the transition to the selected operator.

Solicitation for sealed competitive proposals for Owner's Representative Services occurred in the Daily Journal of Commerce and the City's website on April 1, 2026. On April 29, 2026, the City received three proposals in response to the City's solicitation.

The Selection Review Committee reviewed and evaluated the proposals and Carollo Engineers was selected to provide Owner's Representative Services for this project. A detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided

EXPECTED RESULTS:

This contract will provide for the needed day-to-day project management, coordination and technical expertise needed for a project of this complexity.

TIMELINE:

This project will conclude June 30, 2028.

CURRENT YEAR BUDGET IMPACTS:

Funding for Owner's Representative Services for the Operations and Maintenance Contract solicitation is included in fiscal year 2026-27budget.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Using an Owners' Representative for the rebidding of the Operations and Maintenance contract will help ensure the best value is obtained for the O&M services for the water plant.

ALTERNATIVES:

Council could direct staff to proceed with solicitation of Operations and Maintenance services for the water treatment plant without an Owner's Representative which would delay the delivery of this project.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3275
 - A. Personal Services Agreement for services for Owners' Representative - Water Treatment Plant O&M Contract.

RESOLUTION NO. 3275**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR OWNERS' REPRESENTATIVE SERVICES FOR THE WATER TREATMENT PLANT OPERATIONS AND MAINTENANCE CONTRACT.**

WHEREAS, the Willamette River Water Treatment Plant provides drinking water to the cities of Wilsonville and Sherwood; and

WHEREAS, the City will be rebidding the operations and maintenance contract for the treatment plant; and

WHEREAS, based on the complexity, technical expertise and attention to detail needed to deliver this multi-layered project, staff are pursuing the use of Owners' Representative (ORep) services; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, on April 29, 2026, the City received three proposals which were scored by the Selection Review Committee consisting of project team representatives from both the cities of Wilsonville and Sherwood; and

WHEREAS, based on the outcome of the proposal review and scoring process, the Selection Review Committee determined Carollo Engineers, Inc. to be the most qualified consultant to perform the work; and

WHEREAS, following the competitive proposal-based selection process a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Carollo Engineers, Inc., for a not-to-exceed amount of \$650,000.00, which is substantially the form as attached hereto as Exhibit A.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of July 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. Professional Services Agreement for services for Owners' Representative - Water Treatment Plant O&M Contract.

Contract No. 26428-0
CIP No. 1162

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Owner’s Representative – Water Treatment Plant O&M 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 and the **City of Sherwood**, a municipal corporation of the State of Oregon (collectively referred to as the “City”), and **Carollo Engineers, Inc.**, a Delaware corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently act as a technical and strategic advisor to the City in the City’s selection of and negotiation with a vendor to operate and maintain the Willamette River Water Treatment Plant according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than July 1, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Six Hundred Fifty Thousand Dollars (\$650,000.00)**, for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional Services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 2**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed

claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

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

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

Section 5. City's Rights and Responsibilities

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

5.2. 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 14**.

Section 6. City's Project Manager

The City of Wilsonville's Project Manager is Delora Kerber.

The City of Sherwood's Project Manager is Craig Sheldon.

The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

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

Section 8. Project Information

8.1. Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with

the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

8.2. Due to the nature of Consultant's role as technical and strategic advisor to the City in the City's selection of and negotiation with a vendor to operate and maintain the Willamette River Water Treatment Plant, the City shall furnish the Consultant available studies, reports, and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder; and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

Section 9. Subcontractors and Assignments

9.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Agreement without the written consent of the City will be void. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. 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.

9.2. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 9.1**, or a valid amendment pursuant to **Section 17**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

9.3. Consultant shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of **Section 11**, below, and meet the same insurance requirements of Consultant under this Agreement.

9.4. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant 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. Consultant must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 10. Consultant Is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

Section 11. Consultant Responsibilities

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

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

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or

reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

Section 13. Insurance

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

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **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 Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

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

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 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 with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. 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. Consultant must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Services contemplated under this Agreement.

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

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

Section 15. Survival

Termination under **Section 14** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 9.3, 11.2, 12, 14.2, 18, 19, 20**, will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 14**.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase

or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

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

Section 19. Property of the City

All documents, reports, and research gathered or prepared by Consultant under this Agreement, 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 Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class or certified mail, return receipt requested, 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 of Wilsonville:	City of Wilsonville Attn: Delora Kerber, Public Works Director 29799 SW Town Center Loop East Wilsonville, OR 97070
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To City of Sherwood:	City of Sherwood Attn: Craig Sheldon, City Manager 22560 SW Pine St Sherwood, OR 97140
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To Consultant:	Carollo Engineers, Inc. Attn: Jennifer Belknap Williamson 760 SW 9 th Avenue, Suite 2000 Portland, OR 97205
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Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions,

representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

21.4. No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the City and Consultant and has no third-party beneficiaries.

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

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

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

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

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

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

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

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

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

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

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

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

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

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

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

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

CONSULTANT:

CAROLLO ENGINEERS, INC.

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

CITY:

CITY OF SHERWOOD

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

#26428-0
dir/water treatment plant/op-maint/owners rep/doc/psa owner's representative - wtp - carollo engineers inc (n9)).docx

CITY OF WILSONVILLE
OWNER'S REPRESENTATIVE FOR WILLAMETTE RIVER WATER TREATMENT PLANT
OPERATIONS AND MAINTENANCE
SCOPE OF WORK

PROJECT BACKGROUND

The City of Wilsonville (the City), in coordination with the City of Sherwood, is initiating a procurement to select an operations and maintenance (O&M) provider for the Willamette River Water Treatment Plant (WTP) in advance of the current contract expiration in June 2028.

The City requires Owner's Representative support to plan and execute a structured, defensible procurement process and to support a seamless transition to the selected operator. Carollo Engineers (Consultant) will provide project management, procurement advisory services, technical evaluation, and transition support to assist the City in selecting and implementing a long-term O&M service agreement.

CONSULTANT STATEMENT OF WORK**TASK 1 - Project Management**

This task includes work related to the management, administration, and coordination of Consultant activities under the Contract. The Consultant shall provide overall project management to plan, coordinate, and control execution of the Owner's Representative services. This task establishes the framework for managing scope, schedule, cost, and communication, and supports alignment among the City, stakeholders, and project team throughout the procurement and transition process.

Project management services will include development of project controls, ongoing coordination with City staff, tracking of progress against schedule and budget, and proactive identification and resolution of issues that may impact project outcomes. The Consultant will maintain consistent communication and reporting to support informed decision-making and maintain schedule discipline.

These services will include the following activities:

- Establish project management systems, procedures, and communication protocols.
- Develop and maintain a detailed project schedule.
- Facilitate regular project meetings and coordination with City staff.
- Provide monthly progress reporting and invoicing.
- Implement quality control and quality assurance processes for all deliverables.
- Support preparation for and participation in meetings with City leadership and governing bodies.
- Participation in up to four (4) Council meetings (2 for each City), may be remote or in person.

Task 1 Deliverables

- Project Share Point site.
- Project Management Plan.
- Project schedule (baseline and monthly updates).

- Monthly progress reports.
- Meeting agendas and summaries.
- Action and decision logs.

Task 1 Assumptions

- The City will provide timely review of deliverables. Deliverable reviews will be completed within 10 business days unless otherwise agreed.
- Kickoff meeting will be attended in person at the City's office and will include a site visit on the same day.
- Monthly progress reporting assumes a monthly invoicing cycle.
- The scope includes bi-weekly project coordination meetings, each assumed to be 1 hour in duration, with at least two Consultant staff in attendance (either in person or remotely).
- Unless included in the tasks described below, additional coordination beyond defined meetings (including additional recurring meetings, extended meeting durations, or participation by additional staff) may require adjustment to scope, schedule, or budget.

TASK 2 - Procurement Strategy Development

The Consultant will lead development of the procurement strategy that will guide selection of an O&M provider. This task will establish the overall procurement framework, including evaluation approach, risk allocation, stakeholder alignment, and market engagement strategy to support a competitive and defensible procurement process.

The Consultant will develop a preliminary procurement strategy to frame key decisions prior to engagement with City stakeholders. The Consultant will facilitate a structured procurement strategy workshop to confirm the approach, including procurement structure, evaluation methodology, and risk allocation. The Consultant will support alignment among City staff, leadership, and decision-makers by identifying and addressing key concerns and priorities that may influence procurement decisions.

The Consultant will also develop internal and external stakeholder engagement strategies to support communication and coordination throughout the procurement process, including alignment with City leadership and governing bodies. All key decisions, assumptions, and rationale will be documented to establish a clear and defensible procurement record.

Task 2 Deliverables

- Procurement Strategy Memorandum.
- Procurement workshop materials and summaries.
- Procurement schedule.

Task 2 Assumptions

- Two procurement strategy workshops, two-hour duration each.
- Procurement strategy development is performed at a planning level and will not include detailed financial or legal analysis beyond supporting the recommended approach.

- The City will provide input on priorities, risk preferences, and procurement objectives.
- Engagement with City leadership (including Council-level coordination) will be limited to advisory support and preparation of materials; formal presentations or hearings beyond defined scope may require additional effort.

TASK 3 - Data Collection, Technical Evaluation, Asset Management

The Consultant will review existing documentation and perform technical evaluation of the Water Treatment Plant and current O&M practices to inform procurement requirements and asset management needs over the life of the future contract period. This task will establish a clear understanding of system performance and risks, as well as maintenance, asset renewal, and operational needs to support development of procurement documents and contract requirements.

The Consultant will evaluate historical operational data, existing contract terms, and available documentation to identify key performance trends, operational constraints, and risks. The Consultant will perform inspections and evaluate data to develop asset renewal and asset management requirements for the future contract period. Based on this evaluation, the Consultant will define technical requirements and develop a bridging document that clearly establishes performance expectations, roles, and responsibilities for the future O&M contract.

These services will include the following activities:

- Review existing O&M contract, operational data, and system documentation.
- Evaluate system performance, risks, and operational considerations.
- Define technical requirements and performance expectations. Define any additional duties required for the scope of the new O&M contract including regulatory or industry best practices that the City will adopt.
- Asset assessment of water plant to inform contract development and bridging documents, and identification of scope of future asset assessments to be performed during the contract period.
- Develop bridging documents to reduce ambiguity in procurement documents.

Task 3 Deliverables

- System assessment technical memorandum.
- Bridging document outlining performance requirements and operational expectations.

Task 3 Assumptions

- Consultant will rely on existing data provided by the City and focused field investigations.
- Data is assumed to be reasonably accurate and complete for planning-level analysis.
- Technical evaluation is conducted at a planning/bridging level, not detailed design.

TASK 4 - Request For Qualifications Development

The Consultant will develop and support the issuance of the Request for Qualifications (RFQ) to identify qualified O&M service providers. This task will establish qualification requirements and procurement expectations that align with market conditions and support strong participation from qualified firms.

The Consultant will define minimum qualification requirements based on procurement objectives, technical needs, and the current O&M market. The Consultant will also support early development of contract concepts, including key commercial terms and risk allocation considerations in coordination with the City's legal counsel, to provide clarity to prospective proposers and align expectations for subsequent procurement phases.

The RFQ will be structured to streamline submittal requirements and reduce proposer burden while maintaining sufficient information to evaluate qualifications effectively. The Consultant will coordinate with City staff and legal counsel to ensure alignment of procurement and contract objectives.

Task 4 Deliverables

- Draft RFQ.
- Final RFQ.
- Pre-Statement of Qualifications (SOQ) meeting (2 hours).
- RFQ addenda (as needed).

Task 4 Assumptions

- One draft and one final RFQ are included.
- Legal review will be provided by the City.
- Standard RFQ language for City will be included as the front end of the SOQ and RFQ documents.
- Number of addenda is assumed to be limited to two. Multiple questions and responses may be addressed in each addendum.

TASK 5 - Statements Of Qualifications Evaluation

The Consultant will support the evaluation of SOQ submittals and development of a shortlist of qualified proposers. This task will establish a consistent and defensible evaluation process aligned with procurement objectives.

The Consultant will develop evaluation criteria and tools, conduct reference checks, evaluate submissions for responsiveness and qualifications, and prepare a recommendation for shortlist selection.

These services will include the following activities:

- Support (e.g., communication with O&M firms, responses to questions, etc.) during the SOQ development process.
- Develop SOQ evaluation criteria, scoring tools, and matrix.
- Develop questions and standardized response form for reference checks.
- Conduct reference checks for proposers.
- Evaluate SOQs for completeness and qualifications.
- Evaluate proposer's financial viability and operational readiness as part of qualifications.
- Facilitate evaluation workshops with the City.
- Prepare evaluation summary and shortlist recommendation.

Task 5 Deliverables

- SOQ evaluation criteria and scoring materials.
- Reference check summaries.
- SOQ evaluation meeting materials.
- SOQ evaluation memorandum with shortlist recommendation.

Task 5 Assumptions

- Number of proposers is assumed to be up to five SOQs.
- Reference checks are limited to three per proposer.
- Evaluation workshops are limited to two 4 hour sessions.

TASK 6 - Request For Proposals Development

The Consultant will develop and support the issuance of the Request for Proposals (RFP) to solicit detailed technical, operational, and cost proposals from shortlisted firms. This task will define contract requirements and the evaluation structure to support selection of the preferred O&M provider.

The Consultant will prepare the RFP package, including draft contract documents, and support communication with proposers during the solicitation period.

These services will include the following activities:

- Prepare draft RFP package, including scope and draft O&M contract.
- Incorporation of the technical bridging documents developed under Task 3.
- Define evaluation criteria and submission requirements.
- Coordinate with legal counsel on contract terms.
- Facilitate proposer communications, including one-on-one meetings as appropriate.
- Finalize RFP and support issuance and addenda.

Task 6 Deliverables

- Draft RFP package based on City RFP template.
- Final RFP package.
- RFP addenda.

Task 6 Assumptions

- One draft and one final RFP package are included.
- City legal to provide legal services for the preparation of the Draft O&M Agreement. Consultant will provide technical support and coordination with the RFP package.
- Number of one-on-one proposer meetings is limited to one 60- or 90-minute meeting per proposer based on City input for schedule.
- Addenda are assumed to be limited to two. Multiple questions and responses may be addressed in each addendum.

TASK 7 - Proposal Evaluation

The Consultant will support the evaluation of proposals submitted in response to the RFP and provide recommendations for selection of the preferred O&M provider. This task will include technical, operational, and financial evaluation to support a transparent, consistent, and defensible selection process.

The Consultant will support the City in assembling and facilitating a multidisciplinary evaluation process that incorporates technical, operational, and financial perspectives. The Consultant will confirm and refine evaluation criteria, including validation of qualifications established during the RFQ phase, and will apply a structured, auditable evaluation methodology.

The Consultant will develop and apply a lifecycle cost evaluation approach, incorporating long-term operational, maintenance, and capital considerations to support decision-making. The evaluation framework will integrate technical capability, operational approach, and cost using a weighted scoring system designed to ensure consistency and transparency across all proposals.

The Consultant will facilitate evaluation workshops, support interview processes, and document the evaluation results to provide a clear and supportable selection recommendation.

Task 7 Deliverables

- Proposal evaluation criteria and scoring.
- Additional reference check/due diligence documentation as needed to supplement SOQ evaluation.
- Additional financial viability and operational readiness as needed to supplement SOQ evaluation.
- Proposal evaluation workshop and proposer interview materials.
- Proposal evaluation summary report.
- Selection recommendation memorandum.

Task 7 Assumptions

- Number of proposers assumed to be three.
- Interviews are limited to one round of 2 hour interviews.
- The City will participate in evaluation activities and provide input on scoring and final selection decisions. Consultant will support City evaluation with technical input but will not participate in independent scoring of the proposals.
- Lifecycle cost analysis will be performed at a planning level and based on proposer-submitted information; detailed financial auditing is not included.

TASK 8 - Contract Negotiation Support

The Consultant will support City legal counsel in the negotiation and finalization of the O&M contract. This task will ensure that technical, financial, and risk considerations are aligned with procurement objectives and reflected in the final agreement.

The Consultant will assist the City in evaluating proposed contract modifications, supporting negotiations, and preparing materials for decision-making.

These services will include the following activities:

- Identify key negotiation topics and strategy.
- Coordinate with City legal counsel during negotiations.
- Evaluate technical and financial impacts of proposed changes.
- Support refinement of contract documents.
- Assist with preparation of materials for City leadership and Council approval.

Task 8 Deliverables

- Updated technical attachments to contract documents.

Task 8 Assumptions

- Negotiations assume one preferred proposer.
- Includes negotiation meetings limited to five meetings, 2 hours in duration, with two Consultant staff in attendance (in-person or remotely).
- Legal negotiation is led by the City, with Consultant support.
- Negotiations with next preferred proposer(s) are excluded as a separate allocation of hours, however, if budget remains available Consultant will reallocate hours to support further negotiation within approved budget and scope.

TASK 9 - Transition Support

The Consultant will support transition from the existing operator to the selected O&M provider. This task will focus on maintaining continuity of operations and minimizing risk during transition.

The Consultant will develop a transition plan, facilitate coordination among stakeholders, and support implementation of transition activities.

These services will include the following activities:

- Develop transition plan and schedule aligned with contract requirements.
- Facilitate transition planning workshops.
- Define roles, responsibilities, and handoff requirements.
- Support coordination of data transfer, and operations and maintenance services.
- Monitor transition progress and support issue resolution.

Task 9 Deliverables

- Updated O&M documentation including Standard Operating Procedures (SOPs).
- Draft transition plan.
- Final transition plan.
- Transition schedule.
- Transition workshop materials and summaries.
- Transition tracking documentation.

Task 9 Assumptions

- Transition duration and level of effort depend on selected provider and contract structure, level of effort is assumed for a provider with a moderate transition effort.
- Consultant supports planning and coordination, not operational management.
- Implementation of transition actions is the responsibility of the City and operator.
- Number of transition workshops is limited to three.

TASK 10 - Time Sensitive Support

The Consultant will provide on-call advisory support to address time-sensitive or emerging issues throughout the procurement and transition process. Services under this task may include responding to City leadership requests, addressing procurement or negotiation issues, and supporting resolution of emerging risks.

Task 10 Deliverables

- Memoranda or technical documentation (as requested).
- Briefing materials.

Task 10 Assumptions

- Work under this task is performed on an as-requested basis.
- Total level of effort will be controlled through task authorization and budget tracking.

GENERAL ASSUMPTIONS

The following assumptions apply to this Statement of Work unless otherwise noted:

1. The Consultant will coordinate closely with City of Wilsonville and City of Sherwood staff to support timely decision-making and review cycles.
2. Deliverables will typically include one draft and one final version unless otherwise specified.
3. The City will provide timely access to available data, documentation, and stakeholders necessary to perform the work.
4. Meetings may be conducted in person or virtually, as agreed with the City.
5. The Consultant will document key decisions and maintain records sufficient to support a defensible procurement process.
6. The services to be performed by Consultant are intended solely for the benefit of the City of Wilsonville and City of Sherwood.

PROJECT SCHEDULE

The project schedule included in the original proposal has been updated to reflect revised dates and is provided as an Attachment to this Scope of Work. The schedule will be further refined and updated upon commencement of the work. It is assumed that work under this Scope will commence on July 24, 2026.

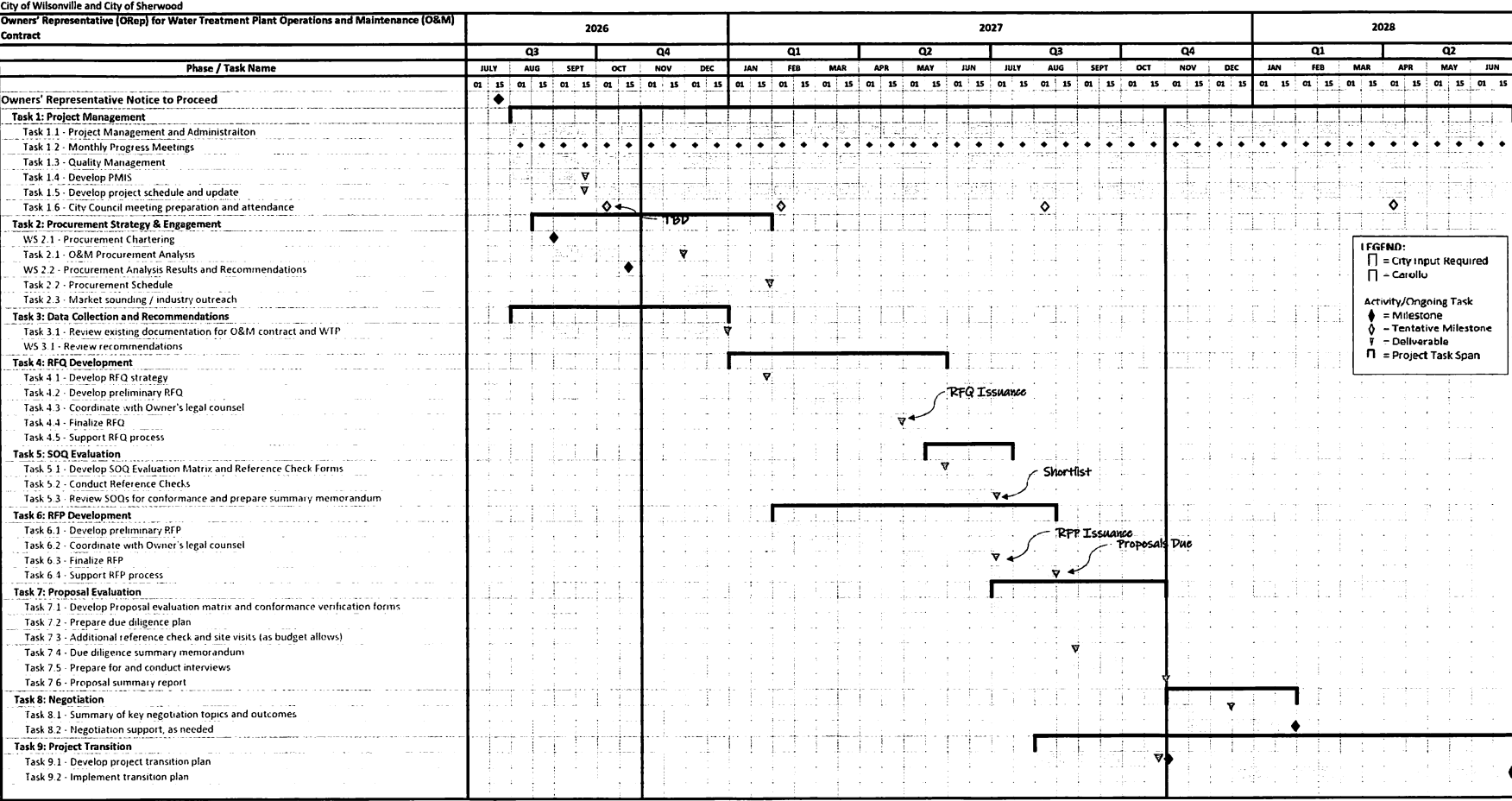


EXHIBIT B

Item 10.

 WILSONVILLE O-Rep WTP Contract Ops LEVEL OF EFFORT																			
TASK / DESCRIPTION	Carollo Engineers, Inc.																		
	Service Delivery Lead	Sr. Service Delivery Lead	Sr. Service Delivery Lead	Sr. Service Delivery Lead	Sr. Project Manager	Principal Operations Specialist	Design Manager I	Service Delivery Lead	Program Manager	Sr. Program Manager	Sr. Professional	Operations Lead	Project Manager	Project Services Administrator	Sr. Project Services Administrator	Project Professional	Document Processor II	Total Hours	Total Consultant Labor Cost
	Jennifer Bellnap	Kyle Rhoner	Ann Casey	Felicia James	Jude Grounds	Seth Goertz	Corey Kipp	Hannah Fodor	All Leeds	Erica Corbett	Alla Skaskovych	Ben Arnel	Erica Murphy	Cole Benak	Kris Maddox	Brian Crossley	Michelle Mattox		
	\$ 351.52	\$ 432.85	\$ 354.12	\$ 341.75	\$ 367.52	\$ 247.02	\$ 249.28	\$ 291.63	\$ 313.51	\$ 346.16	\$ 235.12	\$ 328.72	\$ 243.38	\$ 182.68	\$ 245.59	\$ 247.91	\$ 131.10		
Task 1 - Project Management	116	36	0	0	8	0	0	0	0	0	32	0	0	24	8	20	20	285	\$ 90,426.86
Task 2 - Procurement Strategy	32	56	0	0	0	8	0	30	0	4	24	0	12	0	0	0	8	174	\$ 57,305.94
Task 3 - Data Collection, Technical Evaluation, Asset Management	18	40	20	30	6	44	120	16	24	0	16	32	0	0	0	0	8	374	\$ 113,541.14
Task 4 - RFQ Development	12	104	0	0	0	0	0	52	0	0	30	0	0	0	0	0	8	206	\$ 72,621.80
Task 5 - SOQ Evaluation	52	56	0	0	0	0	0	0	0	0	108	0	0	0	0	0	0	216	\$ 68,343.60
Task 6 - RFP Development	32	96	0	12	0	8	8	0	0	0	48	0	0	0	0	0	12	216	\$ 73,929.48
Task 7 - Proposal Evaluation	26	60	8	0	0	16	24	0	0	0	76	8	0	0	0	0	8	226	\$ 70,224.84
Task 8 - Negotiation, Contracting	16	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	\$ 31,595.32
Task 9 - Transition Support	4	4	0	0	4	8	0	32	0	0	8	8	40	0	0	0	0	108	\$ 30,673.00
Task 10 - Strategic, Time-Sensitive Support	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	\$ 24,344.40
Total	328	574	28	42	18	84	152	130	24	4	342	48	52	24	8	20	64	1,942	\$ 633,006.38

Notes:
*Escalation is based on 3% per year and hours allocated for work planned in 2027 and 2028.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 20, 2026		Subject: Resolution No. 3276 Authorizing the City Manager to Execute a Professional Services Agreement with WSP USA Inc. to Provide Engineering Consulting Services for the Boeckman Creek Sewer Interceptor and Trail Project (Capital Improvement Project No. 2107, 7054, and 9150) Staff Member: Zach Weigel, PE, City Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable Comments: N/A	
Staff Recommendation: Staff recommend Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
☐ Council Goals/Priorities:	☒ Adopted Master Plan(s): 2015 Wastewater Collection System Plan Project CIP-05 & 06, 2013 Transportation System Plan RT-01, 2018 Parks and Recreation Master Plan Project 1.2.f, 2024 Stormwater Master Plan Project BC-6	☐ Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) for engineering consulting services with WSP USA Inc (WSP) in the amount of \$1,913,497.00 for the Boeckman Creek Sewer Interceptor and Trail project (Capital Improvement Project No. 2107, 7054, and 9150).

EXECUTIVE SUMMARY:

The Boeckman Creek Sewer Interceptor and Trail project (Project) consists of three high priority capital improvement projects (CIP) along the corridor of Boeckman Creek, between Memorial Park and Boeckman Road. These projects are planned improvements, which are necessary to support the Frog Pond development areas.

The Boeckman Creek Sanitary Sewer Interceptor Project is identified in the 2014 Wastewater Collection System Master Plan (Project ID Nos. CIP-05 and CIP-06) and is a critical sanitary sewer system improvement that will upsize the existing gravity sanitary sewer interceptor pipeline, primarily located within the forested Boeckman Creek corridor. The project extends from the Memorial Park Pump Station located near the ballfields in lower Memorial Park to Boeckman Road approximately 7,500 feet upstream. The primary purpose of the Project is to upsize the existing interceptor line to serve development within Frog Pond neighborhoods.

The Gesellschaft Water Well Channel Restoration Project is identified in the 2024 Stormwater Master Plan (Project ID No. BC-6) and is a critical stormwater pipeline improvement necessary to address erosion and slope instability within the Boeckman Creek corridor. The Project will extend approximately 480 feet of 12-inch storm pipe to the bottom of the slope of Boeckman Creek to address continued slope erosion due to water discharge associated with regular maintenance of the Gesellschaft Well as the City's backup source of potable drinking water.

The Boeckman Creek Trail Project is identified in the 2006 Bicycle and Pedestrian Master Plan (Project ID R3) as a regional trail linking Memorial Park in the south to the planned Stafford Spur Trail to the north (east of the existing Canyon Creek Park). This portion of the Project is a 10- to 12-foot-wide paved shared-use path, following the alignment of the sewer interceptor pipeline between Memorial Park and Boeckman Road, connecting to the existing trail segments through the Frog Pond West neighborhood. The trail will serve as access to the sewer interceptor pipeline, allowing Wilsonville Public Works Department to perform regular maintenance on the wastewater infrastructure. Trail amenities including benches, signage, and trail overlooks, and other improvements typical of a forested shared use pathway are planned as part of the Project.

Phase I of the Project, advance (60%) design has been completed, including determination of design assumptions, mapping of existing conditions, selection of sewer and trail alignments, and creation of draft construction bid documents. The PSA with WSP USA Inc. is for Phase II of the Project, which includes finalizing design and construction bid documents, preparation of easement acquisition documents, and procurement of environmental permits. A contract amendment with WSP USA Inc. for Phase III – Construction Support Services will follow satisfactory completion of the Phase II work.

In response to the City's advertisement for professional engineering services, three proposals were received by the May 6, 2026, due date. Staff evaluated the submitted proposals and determined WSP USA Inc. as qualified to perform engineering consulting services for the Project.

EXPECTED RESULTS:

The Project will upgrade 7,500 feet of the existing Boeckman Creek sewer interceptor pipeline to provide additional capacity needed to support development within the Frog Pond neighborhoods. In addition, the Project will build a 6,500-foot-long segment of the Boeckman Creek regional trail, a shared use path between Memorial Park and the Frog Pond West neighborhood.

TIMELINE:

Phase II, final engineering design work, is anticipated to be completed by December 31, 2027. Construction is anticipated to begin in the first quarter of 2028 and be completed by the end of 2029.

CURRENT YEAR BUDGET IMPACTS:

The approved Fiscal Year 2026-27 (FY27) budget includes funding for engineering design, easement acquisition, construction, and overhead for the Project, including utility operating fees and System Development Charges (SDC) funding sources, as summarized below.

CIP No.	Project Name	Funding Source	Approved FY27 Budget	Contract Amount
2107	Boeckman Creek Sanitary Sewer Interceptor	Sewer Ops and SDC	\$6,200,000	\$1,863,497
7054	Gesellschaft Water Well Channel Restoration	Storm Ops	\$207,000	\$25,000
9150	Boeckman Creek Regional Trail South	Parks SDC	\$110,000	\$25,000
Total			\$6,517,000	\$1,913,497

The contract amount for Phase II, final engineering design work, is within the FY27 budgeted amount. This project is included in the City's five-year capital improvement plan and will carry into subsequent fiscal years.

COMMUNITY INVOLVEMENT PROCESS:

The Boeckman Creek Regional Trail is identified as a high priority project in the 2006 Bicycle and Pedestrian Master Plan, the last major update to the Wilsonville Transportation System Plan in 2023, and the 2018 Parks and Recreation Master Plan. These plans included an extensive community involvement process. Likewise, the Boeckman Interceptor project is identified as a high priority project in the 2015 Wastewater Collection System Master Plan and included engagement with the community.

Opportunities to participate in the planning and design of the project have occurred through various stages of design, as follows:

- May 25, 2023 – Neighborhood open house for residents and property owners adjacent to the project limits. Gather neighborhood concerns and design considerations to inform project development. Share upcoming fieldwork expectations as design work gets underway.
- July 11, 2023 – Let’s Talk, Wilsonville! pre-design survey (May 26-July 11). Gather community-wide input on trail design preferences and considerations through an online survey.
- August 17, 2023 – Citywide open house to gather trail design preferences, considerations, and concerns to help inform project development.
- September 11, 2024 – Citywide open house to provide feedback and input on preliminary sewer and trail alignments.
- October 7, 2024 – City Council briefing on project status and public outreach efforts.
- Throughout the project - Meetings and other communications with various stakeholders along the project

Additional public engagement activities will occur as the project advances in design and construction, which will include surveys, stakeholders, and neighborhood engagement, as well as engagement through Let’s Talk, Wilsonville!, Boones Ferry Messenger, a City project webpage, social media, mailers, and door hangers.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will provide reliable wastewater service, capacity, and support for the Frog Pond neighborhoods, and extend a regional bike and pedestrian trail in Frog Pond West, between Boeckman Road and Memorial Park. This trail will provide alternative means for the community to travel from the residential areas of the City to essential services and recreational areas, such as Wilsonville Town Center civic, medical, shopping, and employment areas, Wilsonville High School, Boeckman Creek Primary, and Frog Pond Primary, and Memorial Park, while providing maintenance access to the new sewer interceptor pipeline.

ALTERNATIVES:

The project work includes engineering design of the selected design alternatives assessed as part of the preliminary engineering work. The sewer interceptor and trail alignment and design are based on a number of considerations, including capital and operations/maintenance costs, environmental permitting risk, impacts to natural resources, Americans with Disabilities Act compliance, impacts and benefits to the community and others as identified through the public engagement process.

Council could direct staff to modify the PSA scope of work and renegotiate the fee with WSP USA Inc. or elect to reject the PSA and cancel the project outright. Either alternative is not recommended as it will delay needed sewer improvements to support continued development within the Frog Pond neighborhoods and provide safe access for sewer maintenance staff.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

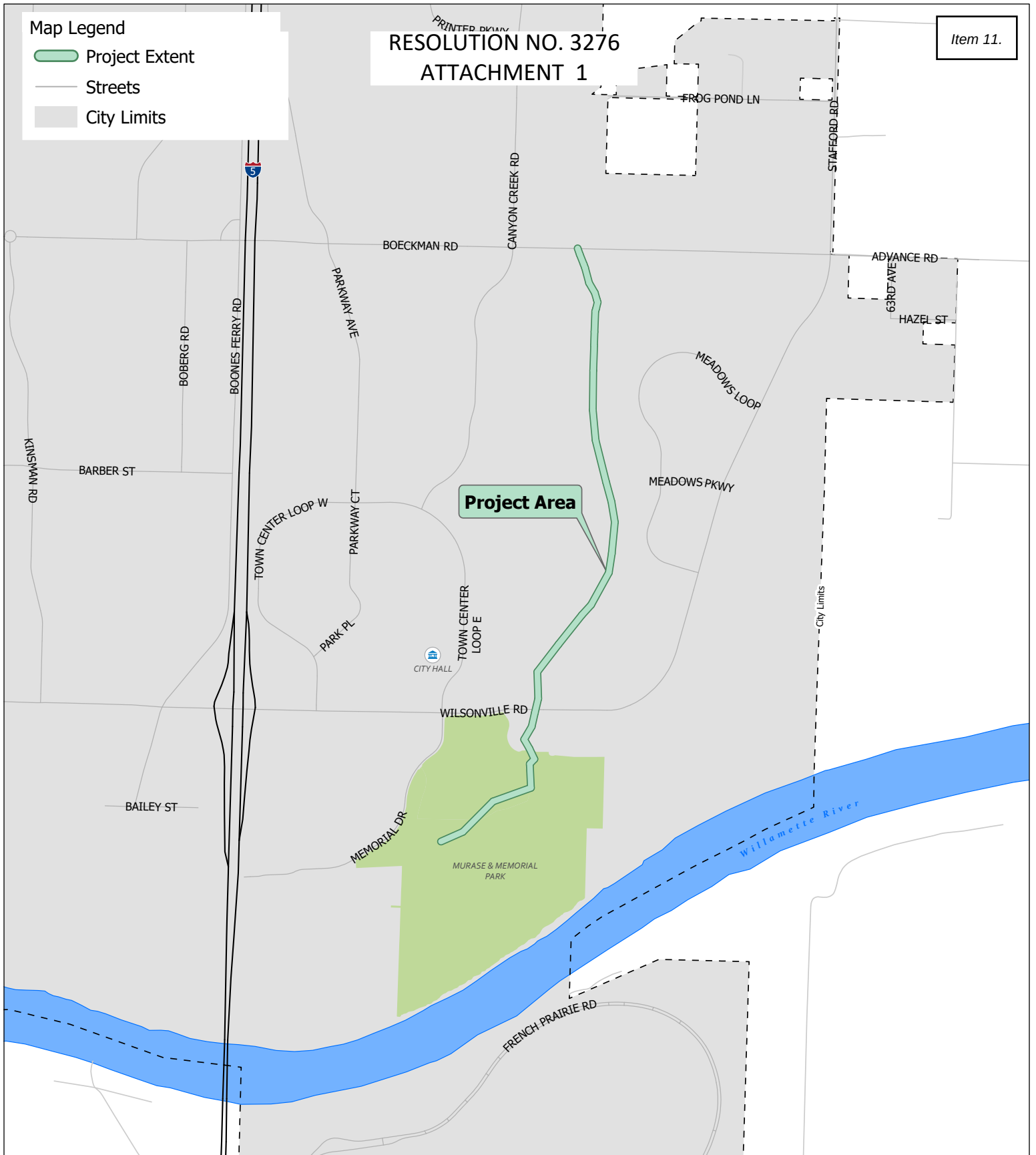
1. Vicinity Map
2. Resolution No. 3276
 - A. Boeckman Creek Sewer Interceptor and Trail Professional Services Agreement

Map Legend

-  Project Extent
-  Streets
-  City Limits

**RESOLUTION NO. 3276
ATTACHMENT 1**

Item 11.



Boeckman Creek Interceptor and Trail Project Location Map

Disclaimer

This project is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



RESOLUTION NO. 3276

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE BOECKMAN CREEK SEWER INTERCEPTOR AND TRAIL PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 2107, 7054, AND 9150).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 2107, 7054, and 9150, known as the Boeckman Creek Sewer Interceptor and Trail Project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, WSP USA Inc. submitted a proposal on May 6, 2026, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications-based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and WSP USA Inc. has provided a responsive and responsible proposal for engineering consulting services.

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 Professional Services Agreement with WSP USA Inc. for a not-to-exceed amount of \$1,913,497.00, 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 20th day of July, 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 Sewer Interceptor and Trail Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Boeckman Creek Sewer Interceptor and Trail 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 **WSP USA Inc.**, a New York corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform engineering consultant services for design of the Boeckman Creek Sewer Interceptor along the Boeckman Creek corridor between Boeckman Road, the Memorial Park Sewer Lift Station, and the Boeckman Creek Regional Trail South, according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans

and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **One Million Nine Hundred Thirteen Thousand Four Hundred Ninety-Seven Dollars (\$1,913,497.00)**, for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 19**.

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

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

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

Section 5. City's Rights and Responsibilities

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

5.2. 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 16**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to

representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

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

10.2. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 19** of this Agreement. 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.

10.3. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 10.1**, or a valid amendment pursuant to **Section 19**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

10.4. Consultant shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of **Section 12**, below, and meet the same insurance requirements of Consultant under this Agreement.

10.5. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant 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. Consultant must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 11. Consultant Is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

Section 12. Consultant Responsibilities

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

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

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

12.4. Because this contract is funded, in part, by federal funds, Consultant must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 13**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 13. Required Federal Provisions

This Agreement is funded, in whole or in part, with federal funds. Consultant must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Clean Air and Clean Water.** Consultant agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Consultant agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Consultant understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance provided by the FTA.

13.2. **Energy Conservation.** Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.3. **Recovered Materials.** Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

13.4. **Lobbying Restrictions.** Consultant certifies, to the best of its knowledge and belief, that:

13.4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative

agreement, Consultant will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

13.4.3. Consultant will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13.5. Access to Records and Reports. The following federal access to records requirements apply to this Agreement:

13.5.1. Record Retention. Consultant agrees to retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.5.2. Retention Period. Consultant agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Consultant will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records will be maintained until the City, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.5.3. Access to Records. Consultant agrees to provide the City, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Consultant which are related to performance of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.5.4. Access to the Sites of Performance. Consultant agrees to permit the FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

13.6. Contract Work Hours and Safety Standards. Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction

employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

13.6.1. Records Retention. Consultant will maintain payrolls and basic payroll records during the course of performance of the Services under this Agreement and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

13.6.2. Access to Records. The records maintained pursuant to **Subsection 13.6.1** will be made available by Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

13.6.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 13.6** within subcontracts of all tiers.

13.7. **Civil Rights Requirements.**

Under this Agreement, Consultant will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

13.7.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.7.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital

status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.7.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Consultant agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.7.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.8. Program Fraud and False or Fraudulent Statements and Related Acts.

13.8.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

13.8.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

13.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed

that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.9. Suspension and Debarment.

13.9.1. Consultant must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Consultant is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

13.9.2. Consultant is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Consultant has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10. Trafficking in Persons.

13.10.1. Consultant agrees that it and its employees that participate in the Project covered under this Agreement may not:

13.10.1.1. Withhold monthly progress payments;

13.10.1.2. Engage in forms of trafficking in persons during the period of time that this Agreement is in effect;

13.10.1.3. Procure a commercial sex act during the period of time that this Agreement is in effect; or

13.10.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

13.10.2. Consultant agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

13.10.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

13.10.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

13.10.3. Consultant agrees to, and assures that each subrecipient will:

13.10.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

13.10.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

13.11. Safe Operation of Motor Vehicles. Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

13.12. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

13.13. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Agreement and termination of this Agreement can be found in **Section 16**, below.

13.14. No Obligation by the Federal Government.

13.14.1. The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

13.14.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.15. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2.** For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

Section 15. Insurance

15.1. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all

risks arising directly or indirectly out of Consultant's activities or Services hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **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 Agreement.

15.1.2. Professional Errors and Omissions Coverage. Consultant and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Consultant and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Consultant or subcontractors on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 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, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. 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. Consultant must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Services contemplated under this Agreement.

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

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

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

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

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

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

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

Section 17. Survival

Termination under **Section 16** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3.4, 10.4, 12.2, 14, 16.2, 20, 21, 22, and 23** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 16**.

Section 18. Suspension of Services

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

is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 19. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 20. Access to Records

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

Section 21. As-Built/Property of the City

Consultant 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 Consultant under this Agreement, 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 Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 22. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

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

To Consultant: WSP USA Inc.
Attn: Amy Jones
1300 SW 5th Ave, Suite 3100
Portland, OR 97201

Section 23. Miscellaneous Provisions

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

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

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

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

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

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

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

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

23.9. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

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

23.11. 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 Agreement, the first day from which the designated period of time begins to run shall not be included.

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

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

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

23.15. 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 Agreement in order to

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

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

23.17. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

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

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

CONSULTANT:

WSP USA INC.

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

SCOPE OF WORK

I. Project Description

The Boeckman Creek Sewer Interceptor & Trail Project (“Project”) is a combination of three planned City Capital Improvement Projects (CIP): (1) the Boeckman Creek Interceptor (CIP #2107), (2) Gesellschaft Water Well Channel Restoration (CIP #7054), and (3) Boeckman Creek Regional Trail South (CIP #9150).

The Boeckman Creek Interceptor project is identified in the 2014 Wastewater Collection System Master Plan (Project Nos. CIP-05 and CIP-06) and is a critical sewer system improvement that will upsize the existing gravity sewer interceptor line primarily located within the heavily forested Boeckman Creek corridor. The project extends from the Memorial Park Lift Station to Boeckman Road, approximately 1.4 miles in length. The primary purpose of this sewer project is to provide sewer capacity to serve planned development within the Frog Pond East and South neighborhoods, identified as the Advance Road Urban Reserve Area (URA) in the wastewater master plan.

The Gesellschaft Water Well Channel Restoration project is identified in the 2024 Stormwater Master Plan (Project No. BC-6) as a high priority erosion and sediment control project. The Gesellschaft drinking water well bypass and contributing stormwater runoff discharge via an outfall structure at 29001 SW Meadows Parkway. The outfall is currently located at the top of slope of the Boeckman Creek natural area, where it discharges into an existing steep drainage channel and then into a culvert pipe underneath the existing bench/trail where the sanitary sewer is located and then discharges near the top of bank of Boeckman Creek causing significant slope erosion down to the Creek. The project extends a 24-inch pipeline, ~480 feet in length from the existing discharge point, down to the bottom of the slope at Boeckman Creek and restores the eroded discharge channel through the installation of coir log check dams, coir matting, woody debris, and re-vegetation with native trees and shrubs.

The Boeckman Creek Regional Trail South is identified in the 2023 Transportation System Plan (Project No RT-01B) as a section of regional trail linking bike and pedestrian connections to neighborhoods, parks, and intersecting trail and roadway facilities between Boeckman Road and Memorial Park. The project consists of a 10-foot to 12-foot wide paved shared-use path starting at Boeckman Road and stopping approximately 700 feet north of Wilsonville Road and includes trail amenities, such as benches, signage, overlooks, railing, and other facilities typical of a regional trail. The shared-use path will generally follow the interceptor pipeline route and will function as the sewer maintenance equipment access.

II. Scope of Work

The following is a proposed Scope of Work for advancing the Boeckman Creek Sewer Interceptor and Trail project, currently at approximately 60% design, to final design, preparation of construction bid documents, and assistance with construction administration and inspection.

Project Phasing

The City of Wilsonville has overall authority in scope, schedule, and budget for this project. The professional engineering services for this project are divided into two phases with anticipated phase completion date(s) as follows:

Phase 1: Design, Permitting, and Easement Acquisition	December 2027
Phase 2: Construction Engineering Services	December 2029

Once Phase 1 is nearing completion, the scope of work for Phase 2 – Construction Engineering Services will be negotiated and finalized as a professional services agreement amendment at that time.

Draft Scope of Work Tasks

The following is a draft, proposed Scope of Work (SOW) for the Project:

Phase 1 – Design, Permitting, and Easement Acquisition

Task 1 – Project Management

Task 1.1 Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct regular scheduled Project meetings during design.
4. Coordinate various members of the Consultant team.
5. Provide exhibits, maps, figures, as needed and required.
6. Document key discussions and decisions
7. Assist City with Oregon DEQ Clean Water SRF loan documentation and authorization.
8. Communicate clearly and regularly with the City's project manager.
9. Submit monthly invoices/payment requests; separate costs by tasks.

Assumptions:

- Project duration for Phase 1 (Design) is 18 months

Task 1.1 Deliverables:

- Monthly invoice with progress report
- Documentation of key discussions and decisions in an action item/decision log to be maintained by the consultant project manager

Task 1.2 Meetings

The Consultant shall schedule the meetings, prepare agendas, and attend meetings as described below. Prepare and distribute the agenda for meetings at least 2 business days prior to meeting date (or as approved by the City Project Manager), record, prepare and distribute meeting minutes including action items and record of any decisions of the meeting within 5 business days of the meeting.

Meetings will include:

- Project kickoff meeting including the following Consultant Project Team members: PM, lead trail engineer, lead sanitary sewer engineer, urban/ADA transportation engineer, landscape architect, geotechnical engineer, structural engineer, environmental lead, arborist, and stormwater engineer. This meeting will be in person and include a project site walk through immediately following the in person meeting at City Hall and be 4 hours in duration and scheduled within 14 calendar days of NTP.
- Design review/constructability workshops to review re-design alternatives with City staff prior to the 60 percent design submittal. Up to 3 two hour workshops will be scheduled with up to 5 Consultant project team members. These meetings will be in person with a hybrid option.
- Design review meetings to go over City comments and Consultant responses from the 60 and 90 percent design reviews. Meetings may include up to 5 Consultant project team members and will be scheduled for two hours. These meetings will be virtual.
- Project management check-in meetings: Bi-weekly meetings will be scheduled with the City project manager and Consultant project manager and up to one other key consultant staff for one hour duration through the design phase. These meetings will be virtual.
- Design team check-in meetings: monthly meetings will be scheduled with key consultant staff for one hour duration through the design phase. These meetings will be virtual.

Task 1.2 Deliverables:

- Meeting Agendas
- Meeting Minutes, including action items and record of decisions.

Task 1.3 Quality Control

Perform quality control (QC) reviews of all deliverables prior to submittal and ensure conformance with applicable design standards, and that prior review comments have been

incorporated into the design. Consultant will prepare a Quality Assurance/Quality Control ("QA/QC") Plan for city review and approval within 15 business days of issuance of Notice to Proceed. Consultant shall include documentation of completed QC reviews in the QA/QC section of the Project files. QA/QC effort will be incorporated in each task. This task is for project manager development of QA/QC plan and implementation oversight.

Task 1.3 Deliverables:

- Provide QC checklists and QC certification/sign-off page with each deliverable.

Task 2 – Data Collection & Review and Utility Coordination

Task 2.1- Data Collection

The Consultant shall request, collect, and review all available information from the City necessary for the project design, such as record drawings, topographic survey information, CCTV inspections, GIS information, utility maps, and reports/studies completed within and adjacent to the project corridor. All project documents through 60% design have been made available to the Consultant during the Request for Proposal period. Additional information will be requested including the as-builts for the adjacent Boeckman Road Bridge project at the north end of this project.

Task 2.2 – Utility Coordination

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations if necessary for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. Consultant shall schedule, attend, and document up to eight (8) virtual utility coordination meetings during design of the project.

Task 3 – Topographic Survey

Topographic survey for the entire project area has been completed and files have been made available to the Consultant during the Request for Proposal period. Consultant shall identify and perform select, supplemental topographic survey work necessary to complete design of the proposed improvements.

Task 3.1 – Supplemental Survey

Consultant shall perform limited supplemental topographical survey for the project as described in this scope of work in areas not previously surveyed, as necessary to support design of additional project work elements. Consultant will perform confidence shots on alignment, structures, control verification and enhancement to confirm accuracy of previous survey

Assumptions:

- Includes verification ("confidence points") of existing survey in critical areas: wall locations, outfall, steep slopes
- Any additional full corridor resurvey excluded

At a minimum, the supplemental topographic surveying data will include the following:

1. A horizontal and vertical survey control network
2. Network and all mapping referenced to City of Wilsonville approved vertical datum, NAVD 88 Datum.
3. Survey and mapping showing the following:
 - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles and overhead wires, including heights
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Edge of pavement and top face of curb
 - f. Ground shots recorded every 25 feet along the existing sewer alignment.
 - g. Fences, mailboxes, street lights, trees, and other street side structures
 - h. Trees with tag id referenced
 - i. Wetland flags and features
 - j. Retaining walls
 - k. Striping and signage
 - l. Sidewalk, curb ramps, and driveways
 - m. Other important topographic features

Survey data compiled in digital format and a digital terrain model to use for design purposes.

Task 3.2 – Preconstruction Record of Survey

- Consultant will prepare a pre-construction record of survey to meet the requirement of ORS 209.155.
- The pre-construction survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, and or survey control network points.
- Submit survey to the county for review / recording.

Task 3 Assumptions:

- Landowner notifications will be the responsibility of the survey consultant.
- All Survey Services completed under the direct supervision of a licensed Professional Land Surveyor in state of Oregon.

- Existing control, by others, will be located / verified and enhanced as needed for topographic and construction surveying.
- City is to supply Title Reports, or the fee will be billed as a reimbursable expense to the City.
- City is to pay the county review / recording fee, or the fee will be billed as a reimbursable expense to the City.

Task 3 Deliverables:

- Survey Control Adjustment Report.
- ASCII File of the survey control station values in P,N,E,Z,D format.
- Updated and revised DTM file and topographic map
- Preconstruction Record of Survey recorded at the county.

Task C3.3 – Supplemental Survey - CONTINGENCY

Consultant shall perform additional topographical survey as directed.

Assumptions:

Additional field work averaged over 7 sites are included for the following as required:

- East part under Boeckman Rd. bridge to tie trail. 0.75 acres +/-
- Well upper area. 0.25 acres +/-
- Well downstream area / outfall. 0.20 acres +/-
- Bridge crossing the creek and the outfall just downstream (east side). 0.25 acres +/-
- Kolbe Lane including the wooden bridge crossing the creek. 1.0 acres +/-
- Sanitary Interceptor Stream Crossing – Part 1. 0.25 acres +/-
- Sanitary Interceptor Stream Crossing – Part 2. 0.36 acres +/-

Task 4 – Geotechnical Engineering

Some geotechnical engineering effort has already been performed for this project including some geotechnical subsurface investigation. The work to date has been published in *Boeckman Creek Sanitary Sewer Interceptor and Trail Design, Geotechnical Engineering Report* by Delve Underground dated July 2025. The scope for this subsequent phase of work will utilize the work previously performed, to the extent possible. Initial support of the design team will proceed with limited field tasks. Once an updated layout of retaining wall structures is completed by the design team, the existing subsurface information will be compared to the subsurface exploration needs of the structures and additional field explorations will be performed as necessary. That field work cannot be defined at the time of scoping so a general level of effort is described in a contingency task.

Task 4.1 – Initial Site Work

Review of Existing Geotechnical Information

A geotechnical hazard evaluation, field exploration, laboratory testing, and draft geotechnical data and engineering reports have been completed and files have been made available to the Consultant during the Request for Proposal period. Consultant will review readily available geotechnical information for the site.

Site Reconnaissance

Consultant shall conduct a reconnaissance of the site to confirm the findings previously presented. Consultant shall identify the geologic conditions at the project site, any geologic hazards present, and their impacts to the proposed project elements. Consultant shall locate the existing instrumentation in the field during the reconnaissance.

Existing Instrumentation Monitoring

During the site visit, Consultant will perform a new baseline reading of all three existing inclinometers. The Consultant will perform three additional inclinometer readings. The schedule of these readings will be approximately December 2026, April 2027, and April 2028.

Task 4.2 – Preliminary Geotechnical Report

Consultant will work with the design team through the production of a redelivered 60% plan set. This coordination will include recommendations on site grading in order to reduce retaining walls, and recommendations on wall type alternatives.

Consultant will work with the design team to assist in determining appropriate factors of safety and design criteria.

Consultant will provide the following in a Preliminary Geotechnical Report based off of the existing reporting and data collected by others:

- Code-based seismic ground motion parameters based on existing geotechnical data.
- Bearing pressure, lateral sliding resistance, static and seismic settlement; lateral earth pressures for static and seismic cases, and slope stability analysis for MSE wall at the turnaround.
- Lateral earth pressures and slope stability analysis for up to two soldier pile fill retaining walls.
- Generic lateral earth pressures and slope stability for gravity walls.
- Evaluation of slope stability for standard cut and fill sections.
- Construction considerations.

Task C4.3 – Additional Subsurface Explorations (CONTINGENCY)

Contractor will perform up to six (6) geotechnical borings to supplement existing geotechnical data where subsurface information is needed for structures.

Contractor will perform an additional site reconnaissance. The site reconnaissance shall include the following work:

- Identify site constraints and staging concerns (for exploration and construction).
- Identify exploration locations.

The site reconnaissance shall facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground during this site visit and locates will be requested through the one-call utility notification center. Consultant will use a private utility locator to clear all boring locations prior to drilling.

Consultant assumes that a ROW permit will not be necessary to complete the drilling of geotechnical borings located along the existing graded pathway that follows the existing sanitary sewer alignment. The City will obtain all Rights-of-Entry needed to access the boring locations with a track-mounted drill rig.

Subsurface Explorations

The Consultant shall complete six (6) borings to a depth of up to 50 feet each to support retaining wall design. The boring locations will be along the existing graded pathway. The borings will be drilled using a track-mounted drill rig and will be advanced using mud rotary and hollow stem drilling techniques. The borings will be supervised and logged by a geologist or engineer during drilling. Consultant shall perform exploration work in accordance with Federal, State, and Local regulations.

Specific boring locations will be based on the revised 60% plan set.

Disturbed soil samples will be taken with a split-spoon sampler as part of the Standard Penetration Test (SPT). Relatively undisturbed specimens will be obtained with thin-walled Shelby tubes, if fine-grained soils are encountered. The contractor will collect samples at 2.5-foot intervals to a depth of 20 feet and at 5-foot intervals below 20 feet. No rock coring is anticipated.

Assumptions:

- No work plan is required prior to commencing field work.
- The subsurface soil is not contaminated. No testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- The drill cuttings and drilling mud will be collected in sealable steel drums and removed from the site.
- The boreholes will be backfilled in conformance with Oregon Water Resources Department regulations.
- No wells or instrumentation of any kind will be installed in the boreholes.

Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed samples obtained from the explorations to characterize the subsurface materials, develop engineering soil parameters, to assist with determining engineering geologic unit boundaries, and to check field soil identification and description of the materials encountered. The laboratory testing program shall consist of some or all of the following tests:

- Up to 24 natural moisture content determinations (ASTM D2216);
- Up to 3 particle size analyses (ASTM D422);
- Up to 3 plasticity index determinations (ASTM D4318), and
- Up to 2 suites of direct shear tests (D3080) – 3 tests in each suite.

Task 4.4 – Final Geotechnical Report

Geotechnical evaluation is anticipated to include subsurface soil and groundwater conditions, subgrade preparation, sewer interceptor design and construction recommendations for both open trench and trenchless installations, slope stability, retaining walls, drainage structures, fill materials, and trail surfacing.

Consultant assumes that there will be up to one (1) MSE wall, 250 feet long and up to 15 feet tall (exposed height); up to two (2) soldier piles walls, 150 feet long each and up to 10 feet tall (exposed height); and up to ten (10) gravity walls, 150 feet long each and up to 6 feet tall (exposed height).

Consultant shall evaluate slope stabilization alternatives and revise geotechnical engineering recommendations, if determined feasible by geotechnical professional, to reduce impacts of potential slope instability while considering project construction costs, height of retaining walls, impact on trees and natural features, and constructability factors.

Consultant shall provide design recommendations and construction considerations for the proposed project elements. The engineering evaluation and analyses must be performed in general accordance with the most recent version of the AASHTO LRFD Bridge Design Specifications and the ODOT Geotechnical Design Manual.

Consultant shall perform evaluations for site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction recommendations as needed

Consultant shall perform slope stability analyses along the proposed path and sewer alignment to assess the need for improvement and mitigation alternatives in relation to the path and sewer improvements.

Consultant shall evaluate lateral earth pressures, bearing capacity, sliding resistance, and settlement for the MSE wall and for gravity walls.

Consultant shall perform evaluations and analyses to support proposed stormwater outfall foundation system. Work to be performed under this task includes:

- Evaluating wall types for the proposed path and sanitary sewer improvements
- Providing recommendations for the foundation design, estimate the foundation settlement and bearing capacities for the MSE and gravity retaining walls
- Providing lateral earth pressure and lateral load resistance recommendations for the soldier pile retaining walls
- Providing recommendations for site preparation, grading, drainage, and wet-weather earthwork procedures
- Providing recommendations for use and reuse of on-site soil and imported material for structural fill, and compaction criteria
- Providing excavation recommendations for the construction of the structure foundations

Consultant shall provide engineering recommendations for subgrade stabilization and bank stabilization for the improvements of the main path and sewer alignment.

Consultant shall provide geotechnical related construction considerations.

Consultant shall provide conceptual evaluation and discussion of trench shoring and trench dewatering required for the installation of the stormwater pipeline alignment including trench excavation, backfill, and compaction recommendations.

Consultant shall prepare a Draft and Final Geotechnical Report in general accordance with the ODOT Geotechnical Design Manual. The Report must include:

- Summarize the results of the geotechnical engineering evaluation and design.
- Summarize laboratory testing and test results.
- Summarize design and construction recommendations.

Consultant assumes that a Geotechnical Data Sheet will not be required.

Task 4 Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report

Task C4.5 – Additional Geotechnical Explorations (CONTINGENCY)

Consultant shall perform additional geotechnical explorations to supplement the initial exploration, filling in gaps in the initial exploration or to respond to additional geotechnical recommendations required once other design phases have been advanced.

Consultant shall complete up to 2 geotechnical borings, each up to 50 feet deep. This includes a second mobilization and private utility locator. Assumptions are the same as listed in the above subtask for geotechnical site explorations.

Laboratory testing will be performed on samples collected from the explorations.

This task includes additional analysis associated with the additional borings as well as issuing an updated report.

Task 4.6 – Review of Plans and Specifications

Consultant shall provide review of plans and specifications for items related to geotechnical work including retaining walls, pavement, and constructability at each milestone deliverable.

Task 5 – Natural Resources Assessment and Environmental Permitting

A wetland delineation report for the Project has been completed and approved by the Oregon Department of State Lands (WD #2024-0292). The final report and approval documents has been made available to the Consultant during the Request for Proposal period.

Assumptions:

- Permits will generally follow the existing alignment and impact footprint
- Significant design changes affecting wetlands, waterways, or tree removal may require: Permit modifications, additional mitigation
- No additional Permits required beyond current assumptions
- No mitigation banking design included unless specified

Task 5.1 – Tree Evaluation

A tree survey and inventory with tree tag identification has been completed for the Project and has been made available to the Consultant during the Request for Proposal period. Consultant review and update of the tree inventory is anticipated as part of the Project work.

Arborist shall review and update the existing draft tree inventory and coordinate with the design team to update the existing draft tree protection and removal plan with the goal of maintaining the character of the Boeckman Creek greenway corridor as much as practicable during and after construction of the sewer and trail improvements. Arborist will assess and recommend measures to protect existing trees and identify trees for removal if sufficient protection is not possible and survivability is unlikely.

Design team will coordinate with Arborist to identify the proposed limits of work to reassess trees, update and supplement the existing tree data to include crown radius and condition, where applicable, in addition to verifying the existing species and diameter data. Healthy, high-quality trees previously planned for removal will be identified early in the process to inform where design alternatives for protection should be considered. Arborist will review the tree protection and removal plan as design advances, provide recommendations for tree protection and removal, and develop tree protection specifications.

In addition to the kickoff meeting and team meetings, the Project Arborist will attend one on-site meeting with the City and Consultant project manager to identify high quality significant trees that should be top priorities for preservation to help inform where site plan alternatives for protection should be considered during redesign.

Tree Assessment Fieldwork

Limited to approximately 500 trees potentially impacted by the proposed construction, or otherwise requiring tree protection measures, to collect complete tree inventory data to inform design, more thoroughly evaluate potential tree impacts, and develop tree protection specifications.

Assumptions:

- The existing tree data prepared by others will serve as the basis for our work.
- Survey shall be updated to eliminate trees that were previously removed with the BRCP and Boeckman Creek Design projects.
- Survey shall verify that trees requiring reassessment are tagged with numbers corresponding to the exhibits provided to the arborist and consistent with the existing tree data.
- Exhibits will be provided to the arborist prior to fieldwork clearly depicting tree point number labels and showing the preliminary limits of proposed work based on redesign

including areas for access, staging, stockpiling, and construction (grading, walls, paving, pipe alignment and width, etc.). Trees that are located within the limits of proposed grading and new construction and clearly impacted by the proposed work shall be marked with an X for removal and will not be reassessed. Trees located well beyond the proposed limits of work shall be classified as unaffected and will also not be included in the reassessment. Consultant will coordinate with Arborist in preparing these exhibits to clearly identify which trees are within the scope of the reassessment fieldwork.

- The assessment will generally include trees located within 30' of the proposed limits of work that are not planned for removal due to direct construction impacts or are otherwise clearly unaffected by the proposed work; only trees that are questionable for removal or that require tree protection during construction will be part of the assessment..
- Arborist will use the existing tree data to verify species and visually confirm tree diameter; diameter data will only be updated if there is a drastic difference between the existing data and what is observed during the fieldwork and shall therefore be approximate rather than precise.
- For trees within the limits of this reassessment, crown radius data will be collected, a general condition rating will be assigned, and notable defects will be recorded.
- This additional data will be used by the design team to plot driplines to scale around the existing trees for coordination with MHA to determine treatments for tree removal and protection. The design team will utilize the data to inform design alternatives and make updates to the site plan as feasible to preserve healthy existing trees. Dead or dying trees or trees with severe defects may be recommended for removal or snag creation depending on proximity to proposed work or new infrastructure. Invasive species trees will be the lowest priority for preservation. Healthy existing trees with moderate to good structure will be the highest priority for preservation. Tree plan drawings will be prepared by WSP or Greenworks.
- Trees shall be reasonably accessible for visual assessment (free of blackberries and poison oak) and site access shall be authorized for complete visual inspection. Right of Entry (ROE) will be needed beyond the easement boundary for complete visual assessment. If ROE is not provided, the easement boundary must be clearly marked on the ground throughout the entire length of the project corridor and visual tree assessment will be limited to the easement; crown radius may be visually approximated, and not all tree defects will be visible.

Tree Plan Coordination

Following the tree assessment fieldwork, and as design advances, the design team will update the tree plan drawings. Arborist will review up to three tree plan iterations and provide comments to the design team to update and finalize the plans. Arborist will update and finalize the tree data as design advances and prepare tree protection specifications. Tree plan coordination includes up to two on-site meetings and two design team conference calls as described under the Summary of Anticipated General Meetings.

Task 5.1 Deliverables:

- List of healthy, high-quality trees by tree tag number identified during the tree reconnaissance site meeting as being high priorities for preservation to inform design.
- Draft tree inventory data including tree number, species and diameter from the existing inventory, crown radius and condition where applicable, and treatments (unaffected, retain, remove, create snag, etc.) based on updated 60% design and then 90% design.
- Tree protection specifications.
- Final tree data with treatments updated based on 100% final design.

Task 5.2 – Environmental Permitting

A draft Joint Permit Application (JPA) for a United States Army Corps of Engineers Clean Water Act Section 404 Nationwide #58 Permit and an Oregon Department of State Lands Individual Permit have been prepared. Consultant shall revise and update the JPA and submit to the regulatory agencies. Consultant shall revise and update the stormwater management plan and submit for a Clean Water Act Section 401 certification from the Oregon Department of Environmental Quality. All draft files and permit applications have been made available to the Consultant during the Request for Proposal period.

A draft Biological Assessment for Endangered Species Act compliance has been prepared for the project. Pending a redesign to determine if the project can comply with SLOPES, Consultant shall revise and update the biological assessment documents and initiate individual consultation with the National Marine Fisheries Service. All draft files and reports will be made available to the Consultant during the Request for Proposal period.

Boeckman Creek is known to support Native Migratory Fish (NMF) per Oregon's Fish Passage Law. Consultant shall design trail, pipeline, and culvert crossings of Boeckman Creek to meet Oregon Department of Fish and Wildlife (ODFW) hydraulic and streambed simulation fish passage design criteria and prepare fish passage plans in ODFW format that document post-project fish conditions and compliance with applicable fish passage criteria. All draft fish passage documents created to date have been made available to the Consultant.

Consultant will conduct a Stream Function Assessment (SFAM) within the creek corridor. Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Data collected in the field will be transferred from data forms into the SFAM Excel spreadsheet. The Excel spreadsheet will result in an assessment of four grouped functions and eleven specific functions of the creek. Consultant will prepare a memorandum summarizing the results for inclusion in the application. An electronic copy of the SFAM Excel spreadsheet that can be given to DSL and the Corps.

Consultant shall prepare an Erosion and Sediment Control Plan for the Project meeting City of Wilsonville 1200-CA permit requirements and submit to Oregon Department of Environmental Quality (DEQ) for approval.

Task 5.2 Deliverables:

- Draft and Final Joint Permit Application

- Draft and Final Biological Assessment
- Draft and Final Stream Function Assessment and memorandum,
- Draft and Final Erosion and Sediment Control Plan

Task 5.3 – Archaeological survey

An archaeological survey under Archaeological Permit #3687 has been completed for the Project and incorporated into a cultural resources survey received by the Oregon State Historic Preservation Office (Case No. 24-1053) and is awaiting consultation with United States Army Corps of Engineers as part of the Joint Permit Application. All associated files and permits have been made available to the Consultant during the Request for Proposal period.

A hazardous material corridor study has been completed for the Project. No environmental issues were found that could potentially impact the proposed Project construction. No additional analysis is anticipated.

Task 5.3.1 – Cultural Resource Coordination Meetings

Under the base contract, the cultural resource consultant will participate in up to 2 2-hour team meetings as well as informal coordination with the project team to advise on cultural resource considerations for the project design.

As the project design is refined, areas may be added to the APE that was surveyed for cultural resources. Additional cultural resource survey and reporting would be needed for added areas to comply with Section 106 of the National Historic Preservation Act. One update to the project APE is assumed, with no more than 2 acres of added area in total.

Task C5.3.2 – SHPO Permit Application (CONTINGENCY)

A SHPO Permit may be needed for additional archaeological survey. The cultural resource consultant would prepare and submit a SHPO permit application. Artifacts collected under SHPO Permit will need to be curated at a museum. A curation fee will apply to curated artifacts. Up to 10 artifacts may be curated.

Task C5.3.3 – Additional Cultural Resource Investigation (CONTINGENCY):

The cultural resource consultant would survey the added APE for archaeological and historic resources. Up to 4 shovel tests may be excavated to a depth of 50 cm (20 in) below the surface. Excavated sediments will be screened through nested ¼" and 1/8" hardware cloth to identify artifacts. Under SHPO permit, up to 10 artifacts will be collected. Shovel tests will be backfilled. Up to one archaeological resource is assumed to be found. No historic resources are assumed to be in the added area. A combined cultural resource survey addendum report will be prepared with up to one appended SHPO site form. The project team should submit the addendum report to the United States Army Corps of Engineers.



Task 6 – Public Involvement

Task 6.1- Public Involvement Strategy

The Consultant will develop and execute a public involvement plan (PIP), building off of previous engagement done in 2022-2024. One additional update to the PIP may be made during Phase 1 as needed.

Assumptions

- The Consultant will review materials from previous engagement conducted between 2022-2024, including open houses, fact sheets, and digital communications.
- The Consultant will lead the development of the updated PIP with City input. The updated PIP will be structured to incorporate existing feedback and engagement strategies as the foundation for outreach.
- The PIP will also include key audiences, schedule, engagement tactics, key messages, success measures, and roles and responsibilities between City, Subconsultant and Consultant. The engagement schedule and tactics will be sequenced in accordance with design, development, and construction start.
- The PIP will include a list of interested parties, and the Consultant will update it no less than once per quarter throughout Phase 1.
- The City will review one draft and one final copy of each deliverable.

Task 6.1 Deliverables

- Updated PIP

Task 6.2- Public Events

The Consultant will prepare and execute up to two events. The Advanced Design Open House will be public facing. The Consultant will also support up to one presentation to update Wilsonville City Council.

Assumptions

- For public facing events, Consultant will develop an event plan for City review, including outreach and notification which will be executed as part of Task 6.3.
- Consultant will develop presentation slides for each event, inclusive of graphics developed in task 6.4.
- Additional materials may be used, including fact sheets, exhibits, photographs, graphic illustrations and visualizations, which will be developed as part of task 6.4.
- Up to 4 Consultant staff will staff events in person.
- Up to 2 Consultant staff will attend City of Wilsonville committee presentations in person.
- City will provide translation or interpretation services at events as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.2 Deliverables

- Up to 2 draft and final event plans per event
- Up to 2 draft and final event summaries per event

- Up to 4 draft and final presentations with associated talking points per event

Task 6.3- Digital Outreach

Digital outreach will be used to inform community members of upcoming events and share information about project status.

Assumptions

- The Consultant will develop content for the City's existing public engagement tools, including Mailchimp, SlickText, Let's Talk, Wilsonville!. Frequency of updates via these platforms will be sequenced with other project milestones.
- The Consultant will use the list of interested parties and key audiences identified in the PIP, as developed in Task 6.1, to inform digital outreach messaging and materials.
- The City will be responsible for distributing content and finalized materials through the desired platforms.
- The Consultant will develop one survey with up to 10 questions in support of public engagement events. Surveys will be run through Let's Talk, Wilsonville! or through a WSP survey tool available at no additional cost to the client.
- The Consultant will review and analyze survey results and compile a comprehensive summary of feedback and key takeaways.
- City will provide translation services for digital outreach materials and surveys as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.3 Deliverables

- Up to 2 updates, at key milestones, updates for Let's Talk, Wilsonville!
- Up to 5 email updates, approximately every quarter, through Mailchimp
- Up to 10 text campaigns updates, approximately every other month, through SlickText
- Up to 1 draft and final surveys and survey summaries

Task 6.4- Material Development

The Consultant will develop a suite of materials for the project, building off of previous outreach materials from 2022-2024. Consultant shall prepare public information materials, including fact sheets, postcards, photographs, communications, and exhibits. Subconsultant shall prepare graphic illustrations and visualizations needed to support the planned activities.

Assumptions

- Up to 2 fact sheets will be developed. Up to 2 revisions to each fact sheet will be made.
- Consultant will develop draft and final FAQs and standard talking points.
- Consultant will make up to 2 revisions to FAQs.
- Consultant will develop up to 12 exhibits for public events, 6 for each event, and up to 4 updates.
- City will provide translation services for materials as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.4 Deliverables

- Up to 2 draft and final fact sheets
- Up to 4 revised fact sheets.
- Up to 2 draft and final FAQ sheets
- Up to 2 draft and final sets of standard talking points
- Up to 12 draft and final exhibits
- Up to 4 revised exhibits

Task 6.4.1- Graphics and Renderings

The Consultant will work with Subconsultant for graphic design and video support.

Assumptions

- Subconsultant will develop graphics, which may include but are not limited to maps, timelines and illustrations and ensure 508 accessibility compliance of all public facing materials.
- Subconsultant will provide graphic design production for factsheets, postcards, and exhibits and ensure 508 accessibility compliance of all public facing materials
- The Subconsultant will propose a cost-effective strategy to produce a rendered animation and flythrough of corridor improvements and impacts. The Subconsultant, Consultant and City will develop a voiceover script for the rendered animation of project improvements and impacts.

Task 6.4.1 Deliverables

- Up to 6 draft and final graphic illustrations
- Graphic design production for deliverables as outlined in Task 6.4
- 1 draft and final voiceover script
- Up to 1 draft and final fly-thru rendered animation
- Up to 1 draft and final rendered animation

Task 7 – Advance (60%) PS&E

Task 7.0 – Advance (60%) Design Validation and Re-Baseline

Consultant shall perform a structured review of all existing 60% design documents, (including design criteria and recommendation reports).

Consultant shall:

- Identify opportunities to improve the design through refinement, simplification, and resolution of inconsistencies or incomplete elements.
- Evaluate constructability and key cost drivers, including retaining walls, site access, and construction sequencing.
- Confirm and document design criteria and assumptions, including geotechnical conditions, hydraulic requirements, and trail design standards.

Consultant is expected to utilize as much of the existing design documents as possible to advance design work to completion and prepare construction bid documents. However, review

and update of slope stabilization design based on the results of Task 4 Geotechnical Investigation, as well as trail/maintenance access and sewer interceptor design is expected to minimize retaining wall heights and wall type complexity/costs, as well as temporary and permanent construction impacts to the Boeckman Creek greenway corridor.

Assumptions

- One (1) formal City workshop to confirm design direction and approvals (covered under task 1.2)

Task 7.0 Deliverables

- Technical Memorandum documenting findings, recommended design approach, and approved basis of design (including design criteria) moving forward

Task 7.1 – Advance (60%) Design Plans

Consultant shall prepare a complete set of advance design plans, special provisions, and cost estimate, including a stormwater drainage report, construction access plan, sewer bypass plan, and trail amenities plan. A draft landscape restoration approach shall be included with the advance design package, addressing tree and shrub restoration of the Boeckman Creek greenway and response to neighborhood trespassing concerns through landscape design.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions. City will add advance plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final design documents.

Assumptions

- Consultant will evaluate alternatives to reduce retaining wall length and height, including: Alignment shifts, grading modifications, trail section adjustments.
- The following retaining wall assumptions have been utilized, to estimate the level of effort required to complete final retaining wall(s) design and construction bid documents. These assumptions reflect the intent of the remaining design progression to minimize total number of retaining walls, their total length, wall heights, and wall complexity:
 - There will be a total of 3 wall types and 13 different retaining walls with a combined length of 2,050 feet comprised of the following:
 - One Mechanically Stabilized Earth (MSE) Wall approximately 250 foot-long with maximum height (H) less than 20 feet.
 - Two Soldier Pile Walls (SPW) with average length each approximately 150 feet and maximum H less than 15 feet.
 - Ten Gravity Walls (GW) with average length each approximately 150 feet and maximum H less than 10 feet.
 - Total number of wall locations are assumed to be 13, which is a reduction from the 22 total walls in the previous design. The combined total wall length is 2,050

feet for an approximate 50% decrease in the total wall length from the previous design.

- Significant deviations (greater than $\pm 10\%$ of wall quantity or height) may require a scope amendment
- Primary pipe installation methods assumed to be open cut and pipe bursting, and are assumed to have the same limits as shown in the existing 60% design.
- The horizontal alignment of the sanitary sewer will not require substantial revisions, with no more than 15% by length requiring realignment from the existing 60% design.
- Contractor access assumed via [trail corridor / defined points]
- Limited work windows or environmental restrictions not yet defined
- CADD files for plan sheets and sheet cut layouts will be provided from previous work

Task 7.1 Deliverables

- Electronic Deliverable Package Including:
 - 60 percent plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format (Design effort only)
 - Draft Stormwater Report in PDF format
- 60 Percent Design Drawings to include:
 - Cover Sheet, Notes and Legend (5 sheets)
 - Erosion and Sediment Control Plans and Details (17 Sheets)
 - Dewatering Plans and Details (4 Sheets)
 - Traffic Control Plans and Details (8 Sheets)
 - Existing Conditions Plan (18 Sheets)
 - Tree Protection & Removal Plans (18 Sheets)
 - Tree Inventory Tables (7 Sheets)
 - Sanitary Sewer Plan & Profile (18 Sheets)
 - Sewer Detail Sheets (6 Sheets)
 - Shared Use Path Typical Sections (2 Sheets)
 - Shared Use Path Plans (18 Sheets)
 - Shared Use Path Profiles (18 Sheets)
 - Shared Use Path Overlook Platform Details (4 Sheets)
 - Culvert Profiles (2 Sheets)
 - Stormwater Details (4 Sheets)
 - Construction Access Plan (4 Sheets)
 - Misc Detail Sheets (10 Sheets)
 - Landscape & Restoration Plans and Details (19 Sheets)
 - Retaining Wall Plans & Details (19 Sheets)
 - Gesellschaft Channel Plans, Profiles and Details (10 Sheets)
 - Sewer by-pass Plans (10 Sheets)

Task 8 – Final (90%) Design Documents

Consultant shall prepare a complete set of final design plans (See Task 7 for Sheet List), special provisions, bid schedule, bid item descriptions, and construction cost estimate. Final design documents shall incorporate all permitting conditions of approval and mitigation resulting from property acquisition negotiation. Consultant shall include the advance design comment log with responses to each comment.

City will add final plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final construction documents.

Task 8 Deliverables

- Electronic Deliverable Package Including:
 - 60 percent comment response in MS Excel Format
 - Electronic copy of the 90 percent plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format
 - Final Stormwater Report in PDF format

Task 9 – Final Construction Bid Documents

Consultant shall prepare a final set of construction bid documents, including final design plans and special provisions stamped and signed by a Professional Engineer registered in the State of Oregon, as well as a final bid schedule, bid item descriptions, and construction cost estimate.

Task 9 Deliverables

- Electronic Deliverable Package Including:
 - 90 percent comment response log in MS Excel Format
 - Electronic copy of the Final stamped and signed plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Final Bid Schedule
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format
 - Final Stormwater Report in PDF format

Task 10 – Property Acquisition

Consultant shall identify location of necessary permanent and temporary easements needed for the project. Consultant shall provide legal descriptions for all acquisitions and provide survey and field staking in support of property assessor and right-of-way agent activities.

All Project related property acquisition documents to date, including title reports, existing easements, and ownership information for all properties within the project area and draft easement files, will be made available to the Consultant.

Consultant shall review existing property acquisition documents and determine if additional work is necessary. The City anticipates new legal descriptions will be necessary for all acquisitions as advance design documents are revised and approach completion of Task 7.

City to provide services of qualified real estate professionals, including property assessors and right-of-way agents, under a separate contract. Consultant shall support City and real estate professionals in property acquisition activities as needed, including answering design related questions and construction document modification based on acquisition settlement agreements.

City will obtain right-of-entry agreements from property owners necessary for Consultant to perform any additional field work on private property.

Task 10.1 – Legal description and Exhibit edits

Consultant will provide edits for up to fourteen (14) properties

Task 10.2 – Easement staking

Consultant will stake proposed easements for up to fourteen (14) properties

Task 11 – Bidding Assistance

Consultant shall assist the City during Project construction bidding. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review addenda and assist with preparation of up to 2 addenda necessary to clarify the construction bid documents upon request.

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update project plans and project special provisions.

Phase 2 – Construction Engineering Services (RESERVED)

EXHIBIT B- RATES

Item 11.

Wilsonville Boeckman Creek Interceptor and Trail

		WSP USA Inc.		AINW		Morgan Holen & Associates		PHS		Greenworks		S&F Land Services		Shannon & Wilson		VacX		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
1	Project Management	891	\$204,986	0	\$0	0	\$0	0	\$0	60	\$11,608	0	\$0	0	\$0	0	\$0	951	\$216,594
1.1	Project Management	575	\$127,466	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	575	\$127,466
1.2	Meetings	256	\$64,509	0	\$0	0	\$0	0	\$0	60	\$11,608	0	\$0	0	\$0	0	\$0	316	\$76,117
1.3	QAQC	60	\$12,750	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$12,750
1.DE	Direct Expenses		\$261		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$261
2	Data Collection & Review & Utility Coordination	96	\$17,630	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	96	\$17,630
2.1	Data Collection & Review	36	\$8,748	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$8,748
2.2	Utility Coordination	60	\$8,882	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$8,882
2.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
3	Planning & Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	225	\$34,929	0	\$0	0	\$0	225	\$34,929
3.1	Site/Topo/Design Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	98	\$15,107	0	\$0	0	\$0	98	\$15,107
3.2	Pre-Con Record of Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	127	\$19,822	0	\$0	0	\$0	127	\$19,822
3.3	Additional Site/Topo/Design Survey (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	181	\$27,846	0	\$0	0	\$0	181	\$27,846
3.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
4	Geotechnical Investigation	16	\$4,410	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	399	\$84,942	0	\$0	415	\$89,352
4.1	Initial Site Work	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	43	\$8,965	0	\$0	43	\$8,965
4.2	Preliminary Geotechnical Report	16	\$4,410	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	165	\$34,155	0	\$0	181	\$38,565
4.3	Additional Subsurface Explorations (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	130	\$21,655	0	\$0	130	\$21,655
4.4	Final Geotechnical Report	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	151	\$31,285	0	\$0	151	\$31,285
4.5	Additional Geotechnical Explorations (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	136	\$25,755	0	\$0	136	\$25,755
4.6	Review of Plans and Specifications	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$10,010	0	\$0	40	\$10,010
4.3.DE	Direct Expenses (CONTINGENCY)		\$0		\$0		\$0		\$0		\$0		\$0		\$63,463		\$0		\$63,463
4.5.DE	Direct Expenses (CONTINGENCY)		\$0		\$0		\$0		\$0		\$0		\$0		\$22,461		\$0		\$22,461
4.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$527		\$0		\$527
5	Natural Resources Assessment and Environmental Permitting	20	\$5,512	7	\$1,513	175	\$34,169	454	\$72,549	0	\$0	0	\$0	0	\$0	0	\$0	656	\$114,683
5.1	Tree Evaluation	0	\$0	0	\$0	175	\$34,125	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	175	\$34,125
5.2	Environmental Permitting	20	\$5,512	0	\$0	0	\$0	454	\$72,505	0	\$0	0	\$0	0	\$0	0	\$0	474	\$78,017
5.3	Cultural Resources	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5.3.1	Meetings	0	\$0	7	\$1,513	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	7	\$1,513
5.3.2	SHPO Permit Application (Contingency)	0	\$0	61	\$10,809	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	61	\$10,809
5.3.3	Additional Cultural Resource Investigation (Contingency)	0	\$0	80	\$12,217	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	80	\$12,217
5.3.2.DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$901	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$901
5.3.3.DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$39	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$39
5.DE	Direct Expenses		\$0		\$0		\$44		\$44		\$0		\$0		\$0		\$0		\$88
6	Public Involvement	431	\$56,688	0	\$0	0	\$0	0	\$0	100	\$14,720	0	\$0	0	\$0	0	\$0	531	\$71,408
6.1	Public Involvement Strategy	40	\$5,292	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$5,292
6.2	Public Events	92	\$12,303	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	92	\$12,303
6.3	Digital Outreach	72	\$9,055	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$9,055
6.4	Material Development	227	\$30,038	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	227	\$30,038
6.4.1	Graphic Illustrations	0	\$0	0	\$0	0	\$0	0	\$0	100	\$14,720	0	\$0	0	\$0	0	\$0	100	\$14,720
6.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
7	Advance (60%) Design Documents	3227	\$479,539	0	\$0	0	\$0	0	\$0	331	\$55,516	0	\$0	0	\$0	0	\$0	3558	\$535,055
7.0	Advance 60% Design Verification	351	\$56,177	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	351	\$56,177
7.1	Advance 60% PSE	2876	\$423,362	0	\$0	0	\$0	0	\$0	331	\$55,516	0	\$0	0	\$0	0	\$0	3207	\$478,878
7.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
8	Final (90%) Design Documents	2329	\$338,423	0	\$0	0	\$0	0	\$0	196	\$31,860	0	\$0	0	\$0	0	\$0	2525	\$370,283
8.0	Final 90% PSE	2329	\$338,423	0	\$0	0	\$0	0	\$0	196	\$31,860	0	\$0	0	\$0	0	\$0	2525	\$370,283
8.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9	Final Construction Bid Documents	1413	\$208,414	0	\$0	0	\$0	0	\$0	145	\$23,316	0	\$0	0	\$0	0	\$0	1558	\$231,730
9.1	Final PSE	1413	\$208,414	0	\$0	0	\$0	0	\$0	145	\$23,316	0	\$0	0	\$0	0	\$0	1558	\$231,730
9.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
10	Property Acquisition	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	166	\$24,136	0	\$0	0	\$0	166	\$24,136
10.1	14 Legals Review / Edits	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	71	\$10,238	0	\$0	0	\$0	71	\$10,238
10.2	Easement Staking 14	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	95	\$13,898	0	\$0	0	\$0	95	\$13,898
10.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
11	Bidding Assistance	104	\$21,891	0	\$0	0	\$0	0	\$0	8	\$1,600	0	\$0	0	\$0	0	\$0	112	\$23,491
11.1	Bid Assistance	104	\$21,891	0	\$0	0	\$0	0	\$0	8	\$1,600	0	\$0	0	\$0	0	\$0	112	\$23,491
11.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
12	Construction Engineering (RESERVED)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task Totals		8527	\$1,337,493	7	\$1,513	175	\$34,169	454	\$72,549	840	\$138,620	391	\$59,065	399	\$84,942	0	\$0	10793	\$1,728,351
Contingency Task Totals		0	\$0	141	\$23,966	0	\$0	0	\$0	0	\$0	181	\$27,846	266	\$133,334	0	\$0	588	\$185,146

Wilsonville Boeckman Creek Interceptor and Trail

		WSP USA Inc.																																										
Employee Name		Jones, Amy	Korsness, Jacob	Schall, Daniel	Jelen, Seth	Habtemichael, Yonas	Ahmadi, Behzad	Deshmukh, Pranoti	Gautham Giri, FNU	Merrill, Sarah	Junge, Alex	Jayachandran, Navinkumar	Chow, Jarvis	Lopez Victoria, Edith	Hendy, Allen	Hammond, Jeffrey	Kennedy, Isabelle	Mount, Alicia	Lietz, Clara	O'Neill, Evan	Marley, Tyler	Brown, Matthew	Jenses, Charles	McCarthy, Patrick	Descombes, Stephane	Vatsa, Sanatan	Carney, Sarah	Kling, Elijah	Parker, Jeffrey	Crawford, Oliver	Bhanje, Atharva	Rose, Sunny	Tsuji, Masato	Pschigoda, Melissa	Owen, Natalie	Garich, Evan (Evan)								
	Title	Sr. Project Manager	Project Manager	Project Manager	Water Resources Engineer V	Water Resources Engineer III	Water Resources Engineer III	Water Resources Engineer II	Water Resources Engineer I	Water Resources Engineer V	Civil Engineer IV	Civil Engineer II	Civil Engineer IV	Traffic Engineer IV	Project Manager	CADD III	Planner IV	Planner III	Planner II	Project Accountant II	Civil Engineer V	Civil Engineer IV	Civil Engineer III	Planner V	Planner III	Structural Engineer IV	CADD I	Structural Engineer I	Sr. Project Manager	Civil Engineer III	Civil Engineer II	Construction Management V	Civil Engineer I	Civil Engineer I	Director	Project Manager	Hours	Labor	Direct Expenses	Total Budget				
Task #	Billing Rate	\$310.96	\$275.60	\$275.60	\$251.68	\$192.40	\$192.40	\$148.72	\$117.00	\$251.68	\$163.28	\$109.20	\$163.28	\$192.40	\$275.60	\$177.84	\$169.52	\$146.64	\$108.00	\$115.44	\$193.44	\$163.28	\$140.40	\$194.48	\$146.64	\$209.04	\$78.00	\$98.00	\$310.96	\$140.40	\$109.20	\$230.00	\$88.40	\$88.40	\$359.84	\$275.60								
1	Project Management	341	38	38	20	0	0	0	0	0	231	0	38	0	0	0	0	0	0	147	0	0	0	0	0	0	0	0	38	0	0	0	0	0	0	0	0	891	\$ 204,725	\$ 261	\$ 204,986			
1.1	Project Management	275									153									147																		575	\$ 127,466		\$ 127,466			
1.2	Meetings	46	38	38	20						38		38															38											256	\$ 64,509		\$ 64,509		
1.3	QAQC	20									40																												60	\$ 12,750		\$ 12,750		
1.DE	Direct Expenses																																							\$ 261	\$ 261			
2	Utility Coordination	4	8	8	0	0	0	0	0	0	10	0	10	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	96	\$ 17,630	\$ -	\$ 17,630			
2.1	Data Collection & Review	4	8	8																16																		36	\$ 8,748		\$ 8,748			
2.2	Utility Coordination										10		10																40									60	\$ 8,882		\$ 8,882			
2.DE	Direct Expenses																																							\$ -	\$ -			
3	Planning & Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -			
4	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	16	\$ 4,410	\$ -	\$ 4,410			
4.1	Initial Site Work																																						0	\$ -		\$ -		
4.2	Report																																					16	16	\$ 4,410		\$ 4,410		
4.3	Explorations																																						0	\$ -		\$ -		
4.4	Final Geotechnical Report																																						0	\$ -		\$ -		
4.DE	Direct Expenses																																								\$ -	\$ -		
5	Assessment and	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$ 5,512	\$ -	\$ 5,512				
5.1	Tree Evaluation																																					0	\$ -		\$ -			
5.2	Environmental Permitting			20																																		20	\$ 5,512		\$ 5,512			
5.DE	Direct Expenses																																								\$ -	\$ -		
6	Public Involvement	0	0	0	0	0	0	0	0	0	51	0	0	0	0	0	119	0	261	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	431	\$ 56,688	\$ -	\$ 56,688				
6.1	Public Involvement Strategy										2						14		24																			40	\$ 5,292		\$ 5,292			
6.2	Public Events										15						25		52																			92	\$ 12,303		\$ 12,303			
6.3	Digital Outreach										2						19		51																				72	\$ 9,055		\$ 9,055		
6.4	Material Development										32						61		134																			227	\$ 30,038		\$ 30,038			
6.DE	Direct Expenses																																								\$ -	\$ -		
7	Advance (60%) Design Documents	0	150	60	68	0	0	210	250	0	107	150	350	0	12	121	0	0	0	0	208	0	0	0	0	136	186	136	50	186	150	24	157	484	32	0	3227	\$ 479,539	\$ -	\$ 479,539				
7.0	Advance 60% Design Verification		20	8	8			30	50		10	25	60			20				30					30				20					40			351	\$ 56,177		\$ 56,177				
7.1	Advance 60% PSE		130	52	60			180	200		97	125	290		12	101				178					106	186	136	50	166	150	24	157	444	32		2876	\$ 423,362		\$ 423,362					
7.DE	Direct Expenses																																								\$ -	\$ -		
8	Final (90%) Design Documents	0	100	40	28	0	0	170	200	0	77	100	250	0	0	76	0	0	0	0	140	0	0	0	0	136	186	136	50	147	100	0	87	302	4	0	2329	\$ 338,423	\$ -	\$ 338,423				
8.0	Final 90% PSE		100	40	28			170	200		77	100	250			76				140					136	186	136	50	147	100		87	302	4		2329	\$ 338,423		\$ 338,423					
8.DE	Direct Expenses																																								\$ -	\$ -		
9	Final Construction Bid Documents	0	70	32	16	0	0	125	150	0	60	100	100	0	0	49	0	0	0	0	124	0	0	0	0	62	84	62	20	78	82	0	0	195	4	0	1413	\$ 208,414	\$ -	\$ 208,414				
9.1	Final PSE		70	32	16			125	150		60	100	100			49				124					62	84	62	20	78	82			195	4		1413	\$ 208,414		\$ 208,414					
9.DE	Direct Expenses																																								\$ -	\$ -		
10	Property Acquisition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -			
10.1	14 Legals Review / Edits																																					0	\$ -		\$ -			
10.DE	Direct Expenses																																								\$ -	\$ -		
11	Bidding Assistance	8	20	8	20	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	8	8	4	4	0	0	0	0	16	0	0	104	\$ 21,891	\$ -	\$ 21,891				
11.1	Bid Assistance	8	20	8	20								8												8	8	4	4							16		104	\$ 21,891		\$ 21,891				
11.DE	Direct Expenses																												</															

Wilsonville Boeckman Creek Interceptor and Trail

		AINW														
Employee Name		Jo Reese	Eva Hulse	Andrea Blaser	Sam Gordon	Mike Lorain	Jason Cowan	Lea Loiselle	TBD	Eric Inman	Bailey Simpson	Carmen Sarjeant				
Title		Title	Title	Title	Title	Title	Title	Title	Staff Arch	Title	Title	Title	Hours	Labor	Direct Expenses	Total Budget
Task #	Billing Rate	\$277.00	\$225.00	\$225.00	\$126.00	\$136.00	\$214.00	\$123.90	\$108.84	\$130.50	\$163.12	\$225.00				
5	Natural Resources Assessment and Environmental Permitting	1	26	6	10	50	6	15	10	6	1	17	148	\$ 24,539	\$ 940	\$ 25,479
5.3	Cultural Resources												0	\$ -		\$ -
5.3.1	Meetings		6								1		7	\$ 1,513		\$ 1,513
5.3.2	SHPO Permit Application (Contingency)	1	10			15	2	15		1		17	61	\$ 10,809		\$ 10,809
5.3.3	Additional Cultural Resource Investigation (Contingency)		10	6	10	35	4		10	5			80	\$ 12,217		\$ 12,217
5.3.2.DE	Direct Expenses (CONTINGENCY)														\$ 901	\$ 901
5.3.3.DE	Direct Expenses (CONTINGENCY)														\$ 39	\$ 39
5.DE	Direct Expenses														\$ -	\$ -
Task Totals		1	26	6	10	50	6	15	10	6	1	17	7	\$ 1,513	\$ -	\$ 1,513

Wilsonville Boeckman Creek Interceptor and Trail						
		Morgan Holen & Associates				
Employee Name		Morgan Holen				
Title		Consulting Arborist	Hours	Labor	Direct Expenses	Total Budget
Task #	Billing Rate	\$195.00				
5	Natural Resources Assessment and Environmental Permitting	175	175	\$ 34,125	\$ 44	\$ 34,169
5.1	Tree Evaluation	175	175	\$ 34,125		\$ 34,125
5.DE	Direct Expenses				\$ 44	\$ 44
Task Totals		175	175	\$ 34,125	\$ 44	\$ 34,169

Wilsonville Boeckman Cre

		PHS								
Employee Name		John van Staveren	Wetland Scientist 2	Wetland Scientist 1	Graphics Specialist	Technical Editor				
Title		Environmental Project Manager	Wetland Scientist 2	Wetland Scientist 1	Graphics Specialist	Technical Editor	Hours	Labor	Direct Expenses	Total Budget
Task #	Billing Rate	\$215.00	\$145.00	\$138.00	\$110.00	\$100.00				
5	Natural Resources Assessment and Environmental Permitting	145	170	60	50	29	454	\$ 72,505	\$ 44	\$ 72,549
5.1	Tree Evaluation						0	\$ -		\$ -
5.2	Environmental Permitting	145	170	60	50	29	454	\$ 72,505		\$ 72,505
5.DE	Direct Expenses								\$ 44	\$ 44
Task Totals		145	170	60	50	29	454	\$ 72,505	\$ 44	\$ 72,549

Wilsonville Boeckman Creek Interceptor and Trail

		Greenworks											
Employee Name		Mike Faha	Andrew Holder	Wes Shoger	Grayson Morris	Yaoyu Chen	Celia Hensley	Mikayla McKone	Patricia Sandefer				
	Title	Principal	Project Manager IV	Landscape Architect IV	Landscape Architect III	Landscape Designer III	Landscape Designer II	Landscape Designer I	Project Administrator	Hours	Labor	Direct Expenses	Total Budget
Task #	Billing Rate	\$220.00	\$200.00	\$188.00	\$170.00	\$134.00	\$121.00	\$105.00	\$154.00				
1	Project Management	8	40	0	0	0	0	0	12	60	\$ 11,608	\$ -	\$ 11,608
1.1	Project Management									0	\$ -		\$ -
1.2	Meetings	8	40						12	60	\$ 11,608		\$ 11,608
1.3	QAQC									0	\$ -		\$ -
1.DE	Direct Expenses											\$ -	\$ -
6	Public Involvement	0	20	0	0	80	0	0	0	100	\$ 14,720	\$ -	\$ 14,720
6.1	Public Involvement Strategy									0	\$ -		\$ -
6.2	Public Events									0	\$ -		\$ -
6.3	Digital Outreach									0	\$ -		\$ -
6.4	Material Development									0	\$ -		\$ -
6.4.1	Graphic Illustrations		20			80				100	\$ 14,720		\$ 14,720
6.DE	Direct Expenses											\$ -	\$ -
7	Advance (60%) Design Documents	15	160	20	0	0	136	0	0	331	\$ 55,516	\$ -	\$ 55,516
7.0	Verification									0	\$ -		\$ -
7.1	Advance 60% PSE	15	160	20			136			331	\$ 55,516		\$ 55,516
7.DE	Direct Expenses											\$ -	\$ -
8	Final (90%) Design Documents	6	82	16	0	0	92	0	0	196	\$ 31,860	\$ -	\$ 31,860
8.0	Final 90% PSE	6	82	16			92			196	\$ 31,860		\$ 31,860
8.DE	Direct Expenses											\$ -	\$ -
9	Final Construction Bid Documents	5	60	8	0	0	72	0	0	145	\$ 23,316	\$ -	\$ 23,316
9.1	Final PSE	5	60	8			72			145	\$ 23,316		\$ 23,316
9.DE	Direct Expenses											\$ -	\$ -
11	Bidding Assistance	0	8	0	0	0	0	0	0	8	\$ 1,600	\$ -	\$ 1,600
11.1	Bid Assistance		8							8	\$ 1,600		\$ 1,600
Task Totals		34	362	44	0	80	300	0	12	840	\$ 138,620	\$ -	\$ 138,620

Wilsonville Boeckman Creek Interceptor and Trail

		S&F Land Services											
Title		NW Survey Manager	Sr Project Surveyor	Sr CAD Tech	Data Specialist	Accounting	Party Chief	Chainman	QA/QC Manager	Hours	Labor	Direct Expenses	Total Budget
Task #		Billing Rate	\$270.00	\$208.00	\$138.00	\$138.00	\$93.00	\$170.00	\$130.00	\$180.00			
3	Planning & Survey	4	36	76	17	1	128	128	16	406	\$ 62,775	\$ -	\$ 62,775
3.1	Site/Topo/Design Survey	1	8	16	4	1	32	32	4	98	\$ 15,107		\$ 15,107
3.2	Additional Site/Topo/Design Survey (Contingency)									0	\$ -		\$ -
3.2	Pre-Con Record of Survey	1	16	24	4		40	40	2	127	\$ 19,822		\$ 19,822
3.3	Additional Site/Topo/Design Survey (Contingency)	2	12	36	9		56	56	10	181	\$ 27,846	\$ -	\$ 27,846
10	Property Acquisition	2	22	50	0	0	32	32	14	166	\$ 24,136	\$ -	\$ 24,136
10.1	14 Legals Review / Edits	1	14	42					7	71	\$ 10,238		\$ 10,238
10.2	Easement Staking 14	1	8	8			32	32	7	95	\$ 13,898		\$ 13,898
Task Totals		4	46	90	8	1	104	104	30	391	\$ 59,065	\$ -	\$ 59,065

Wilsonville Boeckman Creek Interceptor and Trail

		Shannon & Wilson															
Employee Name		Park Piao	Stephen McLandrich	Rex Whistler	Aimee Holmes	Alia Hubbard	David Jacobson	Elliot Draxler	Connor McCord	Ben Bos		Miranda Bass	Bianca Giron				
Title		Vice President	Sr. Associate	Associate	Senior Professional III	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Sr. Office Services	Office Services IV	Office Services III	Hours	Labor	Direct Expenses	Total Budget
Task #		Billing Rate	\$295.00	\$255.00	\$240.00	\$210.00	\$190.00	\$175.00	\$155.00	\$145.00	\$130.00	\$155.00	\$135.00	\$125.00			
4	Geotechnical Investigation	15	206	0	66	0	221	0	129	0	0	13	15	665	\$ 131,825	\$ 86,451	\$ 218,276
4.1	Initial Site Work	1	16		4		20						2	43	\$ 8,965		\$ 8,965
4.2	Preliminary Geotechnical Report	5	56		16		80					4	4	165	\$ 34,155		\$ 34,155
4.3	Additional Geotechnical Explorations (CONTINGENCY)	1	16		11		6		96					130	\$ 21,655		\$ 21,655
4.4	Final Geotechnical Report	3	56		16		64					6	6	151	\$ 31,285		\$ 31,285
4.5	Additional Geotechnical Explorations (CONTINGENCY)	3	30		13		51		33			3	3	136	\$ 25,755		\$ 25,755
4.6	Review of Plans and Specifications	2	32		6									40	\$ 10,010		\$ 10,010
4.3.DE	Direct Expenses (CONTINGENCY)															\$ 63,463	\$ 63,463
4.5.DE	Direct Expenses (CONTINGENCY)															\$ 22,461	\$ 22,461
4.DE	Direct Expenses															\$ 527	\$ 527
Task Totals		15	206	0	66	0	221	0	129	0	0	13	15	399	\$ 84,415	\$ 527	\$ 84,942



CITY COUNCIL MINUTES

June 15, 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 Monday, June 15, 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:

Aliese Cloo, Assistant City Attorney
 Amanda Guile-Hinman, City Attorney
 Delora Kerber, Public Works Director, and Community Development Interim Director
 Everett Wild, Government Relations Manager
 Jeanna Troha, City Manager
 Jim Cartan, Environmental Specialist
 Kimberly Rybold, Senior Planner
 Kimberly Veliz, City Recorder
 Miranda Bateschell, Planning Director

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

Motion: I moved to approve the following order of the agenda.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O'Neil, Councilor 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 recognized that the following proclamations were included in the City Council packet:

- Parks & Recreation Month Proclamation
- Pollinator Week Proclamation

Next the Mayor reported on the following:

- Clackamas County Coordinating Committee(C4) Retreat
- Wilsonville Pride Celebration
- Flag Day Ceremony at the Oregon Korean War Memorial
- Portland General Electric's work in Wilsonville to restore power.
- Juneteenth
- Korean War Memorial Ceremony
- T Fourth of July Concert and Laser Light Show
- Many Cultures, One Community

Lastly the Mayor reported that City offices, including the Library, would be closed on June 19, 2026, in observance of Juneteenth. SMART service would continue as scheduled. In addition, City offices and SMART service will be closed on July 3, 2026, in observance of Independence Day. The Library would remain open on July 3, 2026, but would be closed on July 4, 2026. Furthermore, the July 6, 2026, City Council meeting was cancelled, and the next scheduled meeting was to occur on July 20, 2026.

The Mayor shared the remainder of his business report would be submitted to the City Recorder to be added to the record.

5. Boards/Commission Appointments/Reappointments

Arts, Culture, and Heritage Commission – Reappointments

Reappointment of David Altman and Aaron Harris to the Arts, Culture, and Heritage Commission for a term beginning 7/1/2026 to 6/30/2029.

Motion: I move to ratify the reappointment of David Altman and Aaron Harris to the Arts, Culture, and Heritage Commission for a term beginning 7/1/2026 to 6/30/2029.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Arts, Culture, and Heritage Commission – Appointment

Appointment of Susan Hanson to the Arts, Culture, and Heritage Commission for a term beginning 7/1/2026 to 6/30/2029.

Motion: Moved to ratify the appointment of Susan Hanson to the Arts, Culture, and Heritage Commission for a term beginning 7/1/2026 to 6/30/2029.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Library Board – Reappointment

Reappointment of Sarah Ebersole to the Library Board for a term beginning 7/1/2026 to 6/30/2030.

Motion: Moved to ratify the reappointment of Sarah Ebersole to the Library Board for a term beginning 7/1/2026 to 6/30/2030.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Library Board – Appointment

Appointment of Leann Scotch to the Library Board for a term beginning 7/1/2026 to 6/30/2030.

Motion: Moved to ratify the appointment of Leann Scotch to the Library Board for a term beginning 7/1/2026 to 6/30/2030.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Tourism Promotion Committee – Reappointments

Reappointment of Elaine Owen, Gus Castaneda, and Sungim Park to the Tourism Promotion Committee for a term beginning 7/1/2026 to 6/30/2029.

Motion: Moved to ratify the reappointment of Elaine Owen, Gus Castaneda, and Sungim Park to the Tourism Promotion Committee for a term beginning 7/1/2026 to 6/30/2029.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O’Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

Wilsonville-Metro Community Enhancement Committee – Appointments

Appointment of James (Jim) Warram to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2026 to 6/30/2029.

Motion: Moved to ratify the appointment of James (Jim) Warram to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2026 to 6/30/2029.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O’Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

6. City Attorney Contract Extension

Motion: Moved to adopt the City Attorney Contract Extension.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O’Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

COMMUNICATIONS

7. Stormwater Stewards Recognition Program

Jim Cartan, Environmental Specialist with the Natural Resources program, presented the 2026 Stormwater Stewards Recognition Program awards which were presented under the following categories:

- Residential: Mike and Patty Lima were recognized for their well-maintained backyard rain garden, which incorporates artistic elements, supports mature vegetation for both water quality and aesthetics, and assists a neighboring property's rain garden.
- Commercial: Pastor Schwinn of Grace Chapel was recognized for exemplary stewardship of the church's stormwater facilities, providing a visible model of responsible management to all who visit the property.
- Industrial: Sal Navarro and Cindy Rogers of Republic Services were recognized for their commitment to stormwater best management practices at the local transfer station, their cooperative relationship with state and local regulators, and their consistent participation in the city's community education and outreach events.

The presentation concluded with photos taken of the award recipients and City Councilors.

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:

Doris Wehler Kate Greenfield Gudrum Hoobler Colin Hoobler

CONSENT AGENDA

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

8. **Resolution No. 3263**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Century West Engineering For Engineering Consulting Services For The Coffee Creek – Day Road Sewer Extension Project (Capital Improvement Project No. 2115).

9. **Resolution No. 3270**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Amendment To The Professional Services Agreement With Dowl, LLC To Provide Engineering Consulting Services For The Stafford Road Improvements Project (Capital Improvement Project No. 4219, 2111, And 1158).

10. **Resolution No. 3272**

A Resolution Adopting The Canvass Of Votes Of The May 19, 2026, Primary Election.

11. Resolution No. 3273

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into Amendment #2 To The Intergovernmental Agreement Between Clackamas County And City Of Wilsonville For Housing Services.

12. Minutes of June 1, 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, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**13. Council President Berry**

Council President Berry reflected on attending the Pride celebration and encouraged residents to review the monthly City Manager department reports included in the City Council packet. The Council President highlighted the Library's outreach program, in which youth services staff performed eighteen skits at Boeckman Creek, Boones Ferry, and Lowry Primary Schools to promote the summer reading program and its associated activities.

14. Councilor Cunningham

Councilor Cunningham congratulated Wilsonville Little League's 10-year-old honors team on their first postseason win in several years, and noted that the 10U, 11U, and 12U All-Star teams would be competing in late June 2026.

15. Councilor Shevlin

Councilor Shevlin, a retired registered nurse, encouraged residents to stay hydrated during the ongoing heat. The Councilor noted ODOT's upcoming Boone Bridge work, which would limit southbound access for up to 15 weeks, however, would still allow emergency vehicle to access a concern raised by residents in the Charbonneau community, particularly given the presence of senior assisted living and memory care facilities in the Charbonneau District. Councilor Shevlin also described her review of submissions from Wood Middle School 8th graders, who were asked what they would like to see in Wilsonville. The City Councilor noted recurring themes including a teen center, sports complex, outdoor concert venue, teen volunteer program, and support for mental health and social connection, and emphasized the importance of listening to and building a City that reflects the priorities of its young residents.

16. Councilor Scull

Councilor submitted a written report for the record. In addition, Councilor Scull echoed Councilor Shevlin's comments about the Wood Middle School youth engagement exercise, emphasizing that since the youth are the future of the City of Wilsonville, their input should actively inform planning decisions. The Councilor then thanked Pride celebration organizers, staff, volunteers, sponsors, and performers. He also expressed personal support for the memory care development proposal brought forward by Colin Hoobler, noting that his own family's experience with a parent facing memory challenges reinforced the need for innovative resources in the community.

NEW BUSINESS

The City Attorney read the title of Resolution No. 3271 into the record.

17. **Resolution No. 3271**

A Resolution Of The City Of Wilsonville Approving An Amendment To The City's Fee Schedule Clarifying Fees For Class 2 Administrative Review Applications And Applying Fees For Public Hearings.

Kimberly Rybold, Senior Planner summarized the staff report.

Motion: Moved to adopt Resolution No. 3271.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

CONTINUING BUSINESS

The City Attorney read into the record the title of Ordinance No. 903 on Second Reading.

18. **Ordinance No. 903** - *2nd Reading (Legislative Land Use Hearing)*

An Ordinance Of The City Of Wilsonville Adopting Amendments To Chapter 2 And Chapter 4 Of The Wilsonville City Code Related To The Housing Statutory Compliance Project – Part 1; And Declaring An Emergency.

The Mayor read into the record the second reading script.

There was no additional staff input.

Motion: Moved to adopt Ordinance No. 903 on Second Reading.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager Jeanna Troha informed the City Council that, pursuant to prior direction, staff had contracted with a consultant to conduct statistically valid community polling regarding the potential Town Center Urban Renewal District. Phone polling would begin that week, and results would be presented to the City Council at a future meeting to serve as an additional data point before any final decision on placing a measure on the ballot. The City Manager noted that community communications on the Town Center vision would center on three themes: a vibrant vision for Town Center including housing, shopping, and dining; the city's commitment to transparency and community engagement; and the principle that the community ultimately decides whether urban renewal moves forward.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 7:56 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: July 20, 2026	Subject: Ordinance No. 904 Zone Map Amendment for Sysco Facility Expansion and Master Plan Staff Member: Chris Myers, Senior Planner Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
☒ Motion ☒ Public Hearing Date: July 20, 2026 ☒ Ordinance 1 st Reading Date: July 20, 2026 ☒ Ordinance 2 nd Reading Date: August 3, 2026 ☐ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☒ Approval ☐ Denial ☐ None Forwarded ☐ Not Applicable Comments: During a public hearing on June 22, 2026, Development Review Board Panel B reviewed and recommended adoption of the Sysco Facility Expansion and Master Plan Zone Map Amendment to City Council and approved the associated site improvements.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 904 on 1 st Reading.		
Recommended Language for Motion: I move to adopt Ordinance No. 904 on 1 st Reading.		
Project / Issue Relates To:		
☐ Council Goals/Priorities:	☐ Adopted Master Plan(s):	☒ Not Applicable

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance No. 904 approving a Zone Map Amendment to rezone approximately 32.66 acres of the western portion of the Sysco property from Future Development Agricultural-Holding (FDA-H) to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), enabling the proposed expansion of the existing Sysco distribution facility and implementation of the approved Master Plan.

EXECUTIVE SUMMARY:

The Sysco property, owned by Sysco Portland, Inc. and located at 26120 SW Parkway Avenue, is comprised of one tax lots totaling approximately 33 acres. Sysco has operated a regional food distribution facility at the site since the early 1990s. The current application will allow the expansion of the existing distribution center through a phased master plan that includes approximately 372,000 square feet of additional warehouse and distribution space, expanded employee parking, loading facilities, utility improvements, stormwater infrastructure, landscaping, and associated frontage improvements. The project is intended to support the continued growth of Sysco's regional operations while maintaining ongoing facility operations throughout construction.

The application was reviewed by the Development Review Board at its June 22, 2026 meeting. The proposal includes a Zone Map Amendment, Stage 1 Preliminary Plan (Master Plan), Stage 2 Final Plan, Site Design Review, Class 3 Sign Permit, Significant Resource Overlay Zone Map Verification, Significant Resource Impact Report Review, Type C Tree Removal Plan, and Lot Line Adjustment. Following its public hearing, the Development Review Board recommended that the City Council approve the following legislative action:

- **Zone Map Amendment** to rezone the western expansion area from Future Development Agricultural-Holding (FDA-H) to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), consistent with the Comprehensive Plan designation.

EXPECTED RESULTS:

Adoption of Ordinance No. 904.

TIMELINE:

The Zone Map Amendment will take effect 30 days after ordinance adoption on second reading.

CURRENT YEAR BUDGET IMPACTS:

None.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and held the required public hearings. Staff made materials regarding the application readily available to the public.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The proposed Sysco expansion represents a significant investment in Wilsonville's industrial economy by supporting the continued operation and growth of one of the region's major food distribution facilities. The project will create additional employment opportunities, strengthen the local tax base, improve public infrastructure through frontage and transportation improvements, and enhance multimodal connectivity with new sidewalks, bicycle facilities, and transit amenities. By expanding an existing industrial campus within a planned employment area, the proposal advances the City's long-term economic development objectives while accommodating future business growth in a manner consistent with the Comprehensive Plan and

Development Code.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the Zone Map Amendment request.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 904
 - A. Zoning Order ZONE25-0002 Including Legal Description and Sketch Depicting Zone Map Amendment Area
 - B. Zone Map Amendment Findings
 - C. Development Review Board Panel B Resolution No. 446 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 904**AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CITY OF WILSONVILLE FUTURE DEVELOPMENT AGRICULTURAL-HOLDING (FDA-H) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL-REGIONALLY SIGNIFICANT INDUSTRIAL AREA (PDI-RSIA) ZONE ON APPROXIMATELY 32.66 ACRES AT 26120 SW PARKWAY AVENUE.**

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Bill Brannan of Standridge, Inc. for Sysco Portland Inc. – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the property subject to the Zone Map Amendment is located at 26120 SW Parkway Avenue Tax Lot 01100, Section 12, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon; and

WHEREAS, Tax Lot 01100 is currently zoned Future Development Agricultural-Holding (FDA-H), which is inconsistent with the Comprehensive Plan designation of Industrial and the Planned Development Industrial (PDI) zoning; and

WHEREAS, the City of Wilsonville desires to have the property zoned consistent with the Wilsonville Comprehensive Plan Map designation of Industrial and the Metro Title 4 Map Designation of Regionally Significant Industrial Area rather than maintain the current FDA-H zoning designation; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on June 22, 2026; and

WHEREAS, the Development Review Board Panel B held a duly advertised public hearing on the application for a Zone Map Amendment on June 22, 2026, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 446 which recommends City Council approval of the Zone Map Amendment request (Case File No. ZONE25-

0002; see DB25-0010), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on July 20, 2026, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

- Section 1. Findings. The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.
- Section 2. Determination. The official City of Wilsonville Zone Map is hereby amended by Zoning Order ZONE25-0002, attached hereto as Exhibit A, from the City of Wilsonville Future Development Agricultural-Holding (FDA-H) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone.
- Section 3. 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 and read for the first time at a regular meeting thereof this 20th day of June, 2026, and scheduled the second reading on the 3rd day of August, 2026, commencing at the hour of 7:30 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 3rd day of August, 2026, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 3rd day of August, 2026.

SHAWN O'NEIL MAYOR

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Shevlin

Councilor Cunningham

Councilor Scull

EXHIBITS:

- A. Zoning Order ZONE25-0002 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel B Resolution No. 446 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 904 EXHIBIT A

**BEFORE THE CITY COUNCIL OF THE CITY
OF WILSONVILLE, OREGON**

In the Matter of the Application of	)	
Peter Richter for Sysco Portland Inc.,	)	
for a Rezoning of Land and	)	ZONING ORDER ZONE25-0002
Amendment of the City of Wilsonville	)	
Zoning Incorporated in Section 4.102	)	
of the Wilsonville Code.	)	

The above-entitled matter is before the Council to consider the application of ZONE25-0002, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property ("Property"), legally described and shown on the attached legal description and sketch, has heretofore appeared on the City of Wilsonville zoning map as Future Development Agricultural-Holding (FDA-H).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 32.66 acres located at 26120 SW Parkway Avenue and comprising Tax Lot 01100, Section 12, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), subject to conditions detailed in this Order's adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 20th Day of July, 2026.

SHAWN O'NEIL, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

STANDRIDGE INC

PLANNING | ENGINEERING | SURVEYING

Item 13.

EXHIBIT "A"

Legal Description

Zone Map Amendment Subject Area

July 8, 2026

Parcel 1, Document No. 2018-029594, Clackamas County Deed Records, situated in the NE 1/4 of Section 11, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, being more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel 1;

thence along the northerly Right-of-Way line of SW Wiedemann Road, North 88°45' 26" West, a distance of 1122.42 feet to the Southwest corner of said Parcel 1;

thence along the easterly Right-of-Way line of SW Parkway Avenue, North 01°55' 20" East, a distance of 921.99 feet to a point of curvature;

thence continuing along said easterly Right-of-Way, along a 371.00 foot radius curve, concave southeasterly, with a radius point bearing South 88°26' 27" East, arc length of 585.51 feet, central angle of 90°25' 24", chord distance of 526.61 feet, and chord bearing of North 46°46' 16" East to a point on the southerly Right-of-Way line of SW Parkway Center Drive;

thence along said southerly Right-of-Way line, South 88°42' 21" East, a distance of 621.90 feet to a point of curvature;

thence continuing along said southerly Right-of-Way line, along a 369.00 foot radius curve, concave southerly, with a radius point bearing South 01°59' 04" West, arc length of 119.57 feet, central angle of 18°33' 55", chord distance of 119.04 feet, and chord bearing of South 78°43' 58" East to a point on the westerly section line of Section 12;

thence along said westerly section line, South 01°23' 50" West, a distance of 1269.57 feet to the POINT OF BEGINNING.

Containing 32.402 acres, more or less.

Property Vested in:

Sysco Portland, Inc.

Tax Map 3W1S12 Tax Lot 1100

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

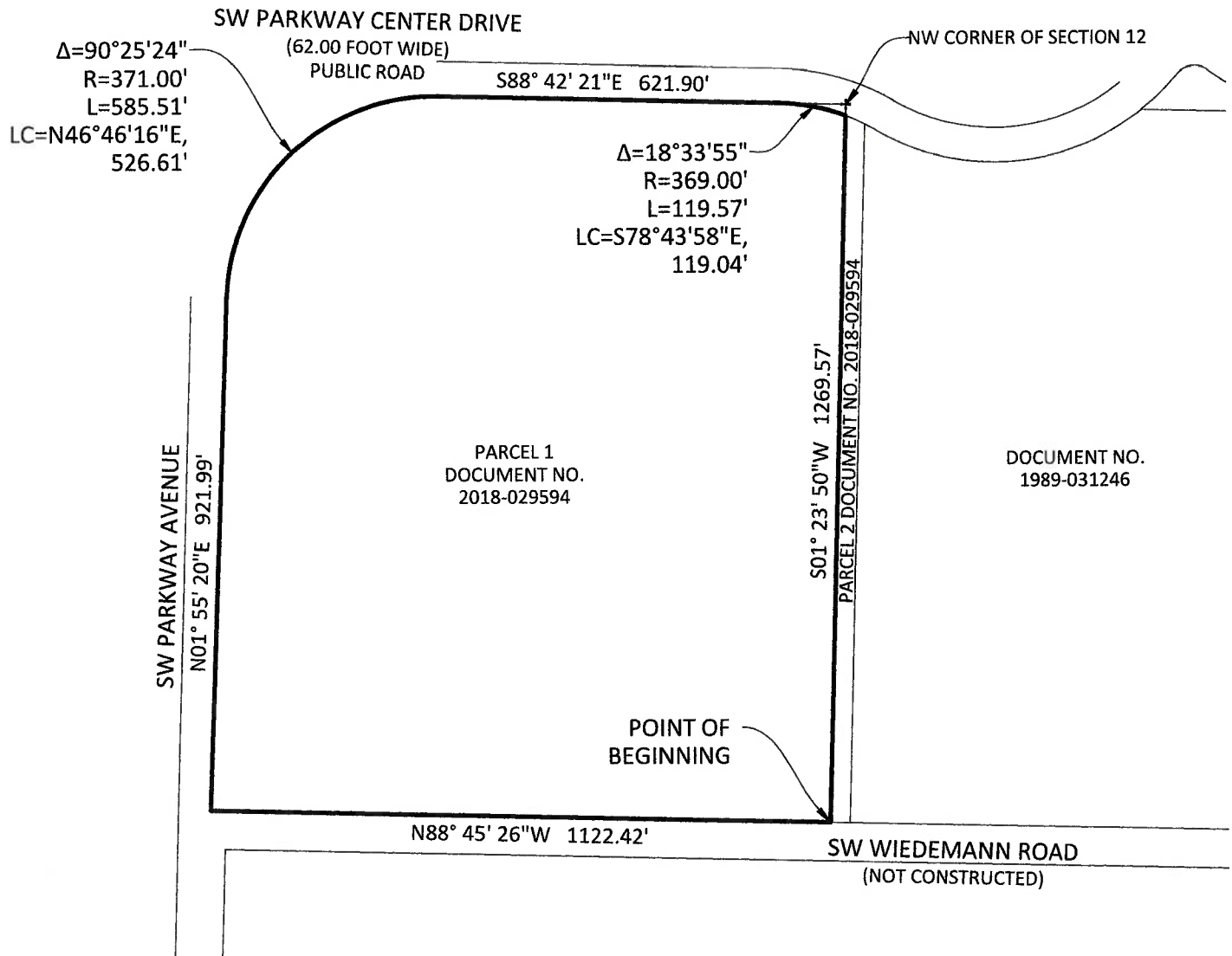
RENEWS: 6/30/2027

EXHIBIT "A"

PAGE 2 OF

Item 13.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION ZONE MAP AMENDMENT SUBJECT AREA CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON



SCALE: 1" = 300'
SHEET SIZE: 8-1/2x11



Property Vested in:
SYSCO PORTLAND, INC.
TAX MAP 3W1512 TAX LOT 1100

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2027



Ordinance No. 904 Exhibit B
Zone Map Amendment Findings

Sysco Facility Expansion and Master Plan

City Council Quasi-Judicial
Public Hearing

Hearing Date:	July 20, 2026
Date of Report:	July 6, 2026
Application Nos.:	DB25-0010 Sysco Facility Expansion and Master Plan (ZONE25-0002 Zone Map Amendment)
Request/Summary:	City Council approval of a quasi-judicial Zone Map Amendment of approximately 32.66 acres.
Location:	Property subject to the Zone Map Amendment is located at 26120 SW Parkway Avenue, Tax Lot 01100, Section 12, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon.
Owner/Applicant:	Sysco Portland Inc. (Contact: Peter Richter)
Applicant's Representative:	Standridge (Contacts: Bill Brannan and Laura Standridge)
Comprehensive Plan Designation:	Industrial
Zone Map Classification (Current/Proposed):	FDA-H (Future Development Agricultural – Holding)/PDI (Planned Development Industrial)
Staff Reviewer:	Chris Myers, Senior Planner
Staff Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.008	Application Procedures-In General
Section 4.009	Who May Initiate Application
Section 4.010	How to Apply
Section 4.011	How Applications are Processed
Section 4.014	Burden of Proof
Section 4.031 (.01) F.	Authority of the Development Review Board: Zone Changes
Subsection 4.033 (.01) A.	Authority of City Council: Zone Changes
Section 4.110	Zones
Section 4.135.5	Planned Development Industrial-Regionally Significant Industrial Area (PDI-RSIA) Zone
Section 4.140	Planned Development Regulations
Section 4.197	Zone Changes
<u>Other Planning Documents:</u>	
Wilsonville Comprehensive Plan	

Vicinity Map:**Summary:****Zone Map Amendment (ZONE25-0002)**

A Zone Map Amendment is requested to change the zoning of the western expansion area of the Sysco site from Future Development Agricultural-Holding (FDA-H) to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), consistent with the Comprehensive Plan designation of Industrial and the existing industrial zoning on the developed eastern portion of the subject site. The proposed rezoning will facilitate the planned

expansion of the existing Sysco distribution facility and implement the approved Master Plan for the property.

Conclusion and Conditions of Approval:

Staff recommends approval with the following conditions:

Request: Zone Map Amendment (ZONE25-0002)

No conditions for this request.

Findings of Fact:

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

General Information

Application Procedures-In General Section 4.008

The processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. Standridge Inc. initiated the application with their approval.

Pre-Application Conference Subsection 4.010 (.02)

The City held a Pre-application conference on May 26, 2022 (PRE22-0009) in accordance with this subsection.

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

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

General Submission Requirements

Subsection 4.035 (.04) A.

The applicant has provided all of the applicable general submission requirements.

Zoning-Generally

Section 4.110

This proposed development is in conformity with the applicable zoning district and City review uses the general development regulations listed in Sections 4.150 through 4.199.

Request: Zone Map Amendment

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

Development Code

Zoning Consistent with Comprehensive Plan

Section 4.029

1. The property is designated “Industrial” by the Wilsonville Comprehensive Plan. The applicant requests a Zone Map Amendment concurrently with a Stage 1 Preliminary Plan, Stage 2 Final Plan, Site Design Review, Significant Resource Overlay Zone Review, Type C Tree Plan, Class III Sign Permit, Lot Line Adjustment, and associated development approvals. The proposed zoning designation of Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) is consistent with the Comprehensive Plan.

Base Zones

Subsection 4.110 (.01)

2. The applicant requests a Zone Map Amendment changing the zoning designation of the subject property from Future Development Agricultural Holding (FDA-H) to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA). The PDI-RSIA zone is among the base zones established by Section 4.110(.01) of the Wilsonville Development Code.

Overlay Zones

Subsection 4.110 (.02)

3. The subject property is located within the Future Development Agricultural-Holding (FDA-H) Zone and contains areas subject to the Significant Resource Overlay Zone (SROZ). Areas subject to the SROZ have been evaluated through the applicant’s Significant Resource Impact

Report and associated mitigation plans. As conditioned, the proposed development complies with the applicable overlay zone requirements of Section 4.110.

Standards for Planned Development Industrial-Regionally Significant Industrial Area Zone

Purpose of PDI-RSIA Subsection 4.135.5 (.01)

4. The purpose of the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) zone is to provide for industrial and employment-generating uses within designated Regionally Significant Industrial Areas while supporting efficient use of land, infrastructure, and transportation facilities. The proposed zoning designation is consistent with the purpose of the PDI-RSIA zone and will allow industrial development and employment uses compatible with the City's Comprehensive Plan and Metro's Regionally Significant Industrial Area policies.

Uses Typically Permitted Subsection 4.135.5 (.03)

5. The proposed PDI-RSIA zoning designation will allow only those uses identified as permitted or conditionally permitted within the PDI-RSIA zone. The proposed Sysco warehouse and distribution facility expansion is an industrial use consistent with the uses contemplated by this subsection and the intended function of the PDI-RSIA zone.

Zone Map Amendment Criteria

Zone Change Procedures Subsection 4.197 (.02) A. 1.-3.

6. The applicant requests approval of a Zone Map Amendment changing the zoning designation of the subject property from Future Development Agricultural Holding (FDA-H) to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA). The application has been submitted in accordance with the applicable provisions of the Wilsonville Development Code. Pursuant to Section 4.197, the Development Review Board shall conduct a public hearing and forward a recommendation to the City Council, which shall make the final decision on the proposed Zone Map Amendment.

Conformance with Comprehensive Plan Map, etc. Subsection 4.197 (.02) B.

7. The subject property is designated “Industrial” on the Wilsonville Comprehensive Plan Map. The proposed PDI-RSIA zoning designation is consistent with and implements the Comprehensive Plan designation applicable to the property. The proposed Zone Map

Amendment will bring the zoning of the property into conformance with the City's adopted Comprehensive Plan and intended long-term land use pattern for the area.

Public Facility Concurrency

Subsection 4.197 (.02) C. 4. and 8.

8. The proposed development is subject to concurrent review under the City's Stage 2 Final Plan, Site Design Review, Engineering, and public facility requirements. Existing and planned transportation, utility, stormwater, and public service facilities are available or can be made available to serve the proposed development. Conditions of approval ensure that all required public improvements and infrastructure upgrades are provided prior to development.

Impact on SROZ Areas

Subsection 4.197 (.02) C. 5.

9. Significant Resource Overlay Zone (SROZ) resources are present on portions of the site and are being reviewed concurrently through the applicant's SROZ Map Verification and Significant Resource Impact Report. Applicable resource protection, mitigation, landscaping, transportation, site design, and development standards have been reviewed as part of the accompanying applications and will be met either as proposed or through conditions of approval.

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 446

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF ZONE MAP AMENDMENT FROM FUTURE DEVELOPMENT AGRICULTURALHOLDING (FDA-H) TO PLANNED DEVELOPMENT INDUSTRIAL - REGIONALLY SIGNIFICANT INDUSTRIAL AREA (PDI-RSIA) OF APPROXIMATELY 33 ACRES, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE 1 PRELIMINARY PLAN, STAGE 2 FINAL PLAN, SITE DESIGN REVIEW, CLASS 3 SIGN PERMIT, TYPE C TREE REMOVAL PLAN, STANDARD SRIR REVIEW, LOT LINE ADJUSTMENT AND STANDARD SROZ MAP VERIFICATION FOR APPROXIMATELY 372,000 SQUARE FEET OF WAREHOUSE EXPANSION FOR SYSCO PORTLAND INC.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Peter Richter for Sysco Portland Inc., in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the subject site is located at 26120 SW Parkway Avenue on Tax Lot 01100, Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated June 15, 2026, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel B at a scheduled meeting conducted on June 22, 2026, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby incorporate as part of this resolution, as if fully set forth herein, the staff report, as adopted with any amendments and attached hereto, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB25-0010 Sysco Zone Map Amendment and Facility Expansion and Master Plan: Zone Map Amendment (ZONE25-0002), Stage 1 Preliminary Plan (STG125-0004), Stage 2 Final Plan (STG2250007), Site Design Review (SDR25-0009), Class 3 Sign Permit (SIGN25-0012), Type C Tree Plan (TPLN25-0006), SRIR Review (SRIR25-0002), Lot Line Adjustment (ARC226-0002), Significant Resource Overlay Zone Map Verification (SROZ26-0001).

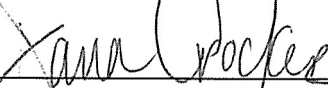
ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 22nd day of June, 2026, and filed with the Planning Administrative Assistant on

June 23, 2026. This resolution is final on the 15th calendar day after the postmarked date of the

RESOLUTION NO. 446

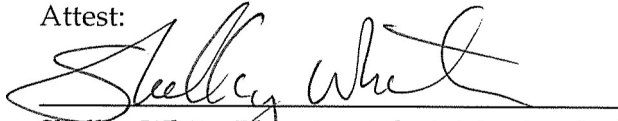
PAGE 1

written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up
per WC Sec 4.022(.03).

for review by the Council in accordance with  WC Sec 4.0

Dana Crocker, Chair - Panel B in onville
Development Review Board

Attest:


Shelley White, Planning Administrative Assistant

RESOLUTION NO. 446

PAGE 2

Monthly Report

Building Division

Residential Building Permits

In Wilsonville, the Building Division ensures that all construction projects meet safety and code standards. While many residents are aware that large-scale residential projects like new home constructions or major renovations require permits, there are several smaller projects that also necessitate permits, often surprising homeowners.

For instance, installing or changing any part of a heating or cooling system that must be vented into a chimney requires a permit. This includes

unvented decorative appliances, woodstoves, fireplace inserts, and pellet stoves. Additionally, any alterations or repairs to gas piping between the meter and an appliance, whether indoors or outdoors, also need a permit. Even installing bath fans, dryer exhausts, kitchen range exhausts, and water heaters that require venting falls under this category.

Another common project that requires a permit is the construction of accessory structures or sheds. Before adding a detached accessory structure to your property, it's essential to consult with the Planning Division to ensure the project meets the city's Development Code. Once approved, you must provide the Building Division with the dimensions, height, and proposed location of the structure to determine if a building permit is necessary. It's also important to note that even seemingly minor projects like building a deck or patio cover might need a permit. For example, enclosed or unenclosed patio covers that exceed 200 square feet or are more than 30 inches above adjacent grade require a permit. Similarly, any deck or porch that comes closer than three feet to property lines must be reviewed and approved by the Building Division.

By obtaining the necessary permits, homeowners can ensure their projects are safe, codecompliant, and legally sound. The Wilsonville Building Division is committed to helping residents navigate the permitting process, providing guidance and support every step of the way. For more information or to start your permit application, visit the city's online permitting portal or contact the Building Division directly.

City of Wilsonville Building Division FAQs.

<https://www.ci.wilsonville.or.us/building/page/faqs-building>



Economic Development Division

DCI International Announces Relocation to Wilsonville

Wilsonville received significant economic development news this month as DCI International announced plans to relocate its Oregon operations from Newberg to a newly acquired 24-acre campus in Wilsonville. Beginning in early 2028, the company will consolidate its manufacturing, warehousing, administrative offices, cabinetry production, parts operations, and DCI Edge showroom into a single campus designed to support continued growth and operational efficiency.



DCI International is a leading manufacturer of dental equipment and an industry leader with customers worldwide. The relocation represents a major investment in Wilsonville and reinforces the community's reputation as a premiere location for advanced manufacturing. The project is expected to retain hundreds of high-quality jobs in the region while positioning the company for future expansion. Economic Development staff will coordinate with DCI as it advances toward occupancy. The announcement represents another significant business recruitment success for Wilsonville and further strengthens the city's advanced manufacturing cluster.

Town Center Updates

A major theme of staff work in the month of June: Town Center.

During the work session held on June 1, Economic Development staff walked the Council through the 2026 Wilsonville Town Center Urban Renewal Feasibility Study, which is to serve as the basis for a potential Town Center urban renewal district should one be established by a future vote. The study, which supersedes a 2023 study, includes updated project costs, shortens the plan's duration by two years, and is based on a more conservative development scenario with a reduced maximum indebtedness. Following the presentation, the Council expressed its desire to pursue a vote on the establishment of a Town Center urban renewal district in November's general election and directed staff to begin drafting ballot measure language.

On June 29, staff returned to the Council to ask if and how they would like to continue right-sizing a potential Town Center Urban Renewal District, which voters may consider in November of 2026, if the Council refers the question to the ballot. The Council unanimously indicated their support to remove the I-5 Bike-Ped Bridge from the proposed urban renewal project list, and to add an economic development incentive program to attract a food cart pod project to Town Center. These revisions will be incorporated into the draft Town Center Urban Renewal Plan and Report, which voters may consider in November.

Staff noted that removing the bridge project from the proposed urban renewal project list does not mean the City is abandoning the project. Rather, the project remains in several adopted City and Regional planning documents and will continue as a priority for the City. Staff will continue to seek external funds such as grants to supplement City transportation SDC funds in order to complete the project in time. The Council direction only means the project would not be eligible to receive urban renewal funds if a Town Center Urban Renewal District is created, which further reduces the contemplated urban renewal financial commitment in Town Center.

Economic Development Division

Town Center Updates (cont'd)

On June 26, staff launched a website at www.wilsonvilletowncenter.com. The site, a collaborative project between many City departments, provides essential information about the Town Center Plan, Urban Renewal, the charter amendment required by Measure 3-632, and related topics. It answers questions related to housing, density, and recent Council Actions taken to right-size a potential Town Center urban renewal investment in infrastructure and economic development incentives. The website also allows users to sign up for updates and ask questions of City staff, which will be used to update and refresh the FAQ (Frequently Asked Questions) section, another key component of the website. The site is one component of a communications plan the Council authorized earlier this year.

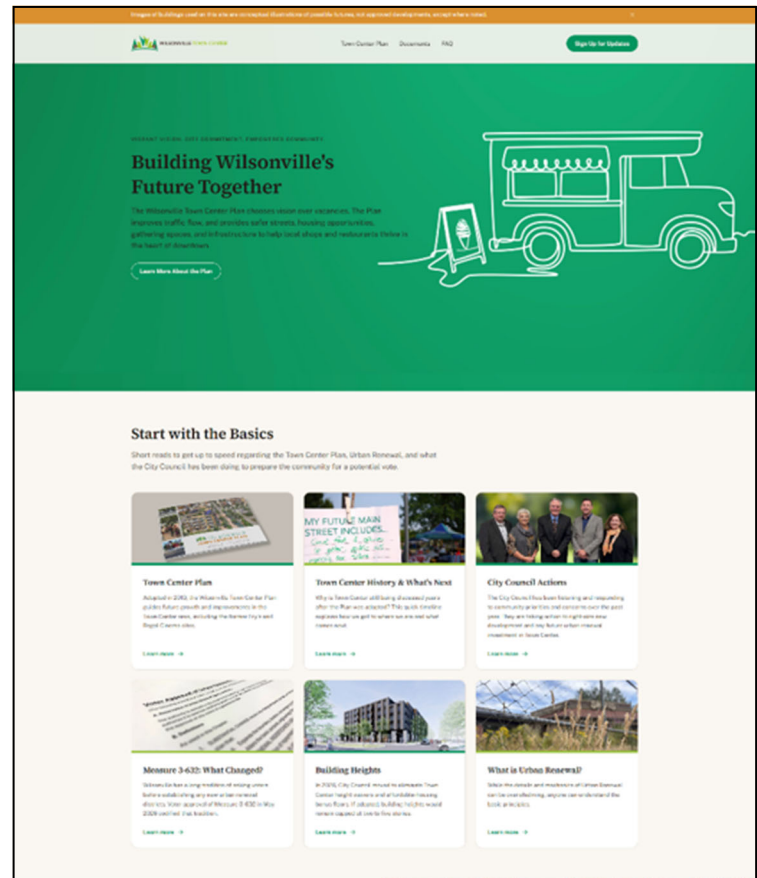
Twist Bioscience Update

Twist Bioscience, headquartered in South San Francisco, expanded into Wilsonville several years ago when it established a manufacturing facility to support its DNA synthesis work and related protein and sequencing services. The Wilsonville location became part of the company's broader effort to scale up production capacity, adding advanced manufacturing space to meet growing demand for synthetic genes and DNA/RNA sequencing technologies.

The company also participated in the City's Wilsonville Investment Now (WIN) incentive program, which offers performance-based tax incentives tied to new capital investment and job creation. This program helped support the decision to locate and expand in Wilsonville.

The City has continued to track the company's performance over time. After a post-IPO decline in share value, Twist's stock saw a strong rebound in 2026, with significant gains driven by steady revenue growth, improving financial performance, and investor confidence in its long-term outlook and drive toward profitability. At its peak, the stock had more than tripled over the prior year and was up over 200% year-to-date.

The company's hiring has followed this growth pattern. Current employee counts and capital investments far exceed those the Company committed to when they signed the WIN agreement with the City. There are 4 years remaining on the incentive program. After the incentive expires the full value of Twist's Wilsonville investments will be fully reflected in local taxing district revenues—a true "WIN."



Economic Development Division

Prosperity Council Recommendations Released

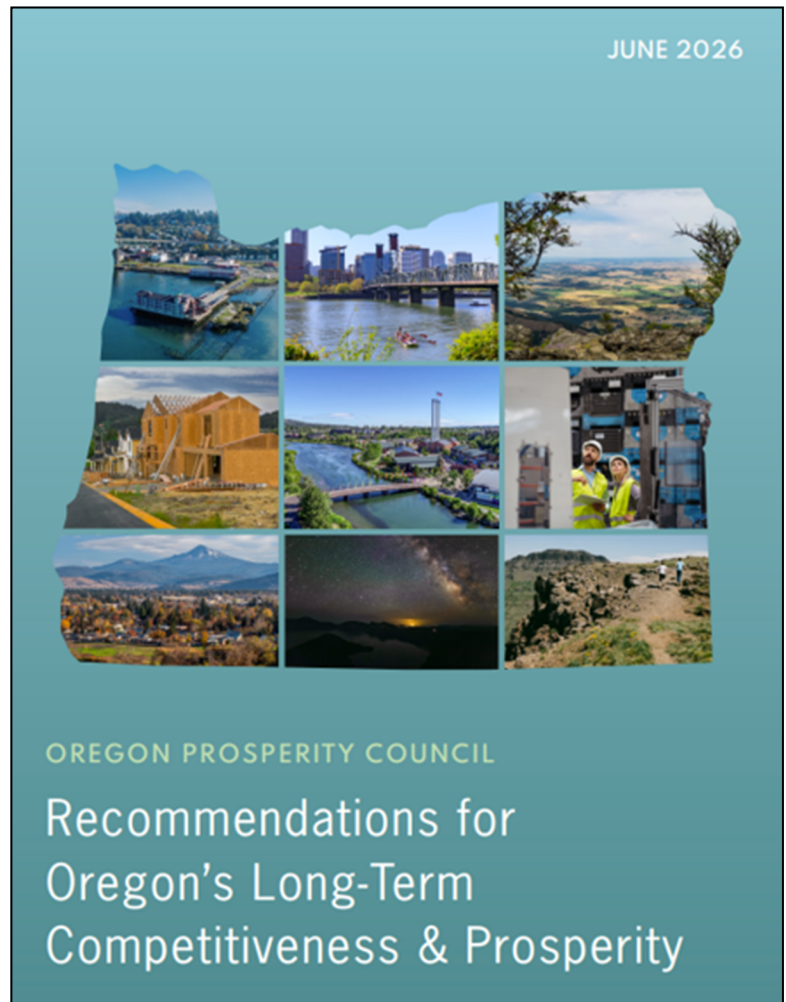
The Oregon Governor's Prosperity Council released its final recommendations in June 2026 as a broad roadmap for improving the state's long-term economic competitiveness. Convened by Governor Tina Kotek in early 2026, the 15-member council—made up of business, labor, and regional leaders—was asked to identify actionable steps to strengthen business climate, workforce systems, and economic development tools across the state.

The report centers on five major policy areas: economic development, taxes, permitting and regulatory reform, site readiness for industrial and commercial growth, and workforce/talent development. It argues Oregon's relatively weak job growth and investment trends require structural changes rather than incremental adjustments, and it emphasizes improving productivity, innovation, and investment to raise wages and living standards.

Key recommendations include streamlining permitting and regulations, modernizing workforce training programs, and revising tax and incentive structures to better attract and retain businesses. The council also called for targeted tax changes and updates to tools like incentives and land-use policy, with some proposals—such as climate policy adjustments and tax reforms—expected to face significant political debate.

Staff participated on several focus groups and input sessions that informed the Prosperity Council recommendations. We anticipate the recommendations will be the foundation for an ambitious 2027 legislative agenda for organizations such as OBI (Oregon Business & Industry), OEDA (Oregon Economic Development Association), and the League of Oregon Cities (LOC).

Staff finds merit in many of the document's recommendations, specifically and especially those recommendations focused on industrial land readiness and the investment of state resources in those efforts. As past City Manager reports and other adopted and pending documents have outlined, such as the forthcoming Basalt Creek Master Plan, Wilsonville's undeveloped industrial lands present a huge opportunity for both the City and the region, but that potential may continue to go unrealized without a strong state partnership. Indeed, cities and counties cannot be responsible alone for the job creation that drives revenues for the State of Oregon.



Engineering Division, Capital Projects

2025-2028 Street Maintenance (4014)

The Wilsonville Annual Street Maintenance Program funds the planning, design, and construction of street surface rehabilitation projects necessary to maintain a safe and reliable street network. This project represents the next three years of planned street maintenance across Wilsonville.

Summer 2026 Completed Construction

This summer, the City will be completing crack sealing and localized pavement spot repairs in the Foxchase, Morey's Landing, Hazelwood, and Old Town neighborhoods, as well as on Boeckman Road and Boones Ferry Road. Crack sealing is a maintenance technique used to extend the life of roads by filling in cracks to reduce the infiltration of water. Localized pavement spot repairs consist of construction crews removing and replacing small sections of damaged asphalt. These repairs focus only on the areas that are cracked, crumbling, or uneven. The City released an Invitation to Bid (ITB) on January 21, 2026 for the summer 2026 crack sealing and localized pavement spot repairs. Bids were due on February 11, 2026, and the City received six (6) bids. The contract was awarded to S-2 Contractors, and construction began in mid-May, with completion expected by August 2026. Impacts to the surrounding community are minimal and short-term, primarily consisting of brief traffic delays with localized flagging or coned-off areas typically lasting less than one day. The contractor is proactively coordinating with homeowners and providing advance notice of upcoming work areas to help ensure smooth communication and minimize disruption. The City is currently evaluating slurry sealing to follow and additional areas of crack sealing and localized pavement spot repairs to occur in summer 2027.

The City released an Invitation to Bid (ITB) on January 5, 2026 for rehabilitation of the following road segments:

1. Parkway Center Avenue to Town Center Loop East, Parkway Center Court to Town Center Park
2. Grahams Ferry Road from Cahalin Road to Day Road

The contract was awarded to KNL Industries, and construction began in mid-May, with completion planned for August 2026. To reduce impacts to daytime traffic, work on SW Grahams Ferry Road is occurring at night. Temporary lane closures and traffic delays are expected throughout the project, with updates about traffic control changes posted to City accounts.

The City's engineering design consultant, Century West Engineering, is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

FY 2026-27

1. Boones Ferry Road from Boeckman Road to Ridder Road
2. Nike Drive from 95th Avenue to Boones Ferry Road
3. Ridder Road from 95th Avenue to Boones Ferry Road

FY 2027-28

1. Parkway Center Drive from Elligsen Road to Burns Way
2. Sun Place from Best Western to Parkway Avenue

Century West delivered the 90% design for FY 2026-2027 road rehabilitation to the City in June of 2026, and the City is reviewing and preparing comments.

Engineering Division, Capital Projects

Annual Pedestrian Enhancements (4717)

This project provides various high visibility pedestrian crossing enhancements throughout the City, with three currently in construction targeted for this summer. These locations include: a mid-block crossing and bus shelter relocation north of Freeman Drive 95th Avenue, a mid-block crossing on Wimbledon Circle S between Courtside Drive and Volley Street, and a mid-block crossing on Parkway Center Drive north of Burns Way. The project was awarded to Turney Excavating at the April 6rd Council meeting, and construction is in progress.

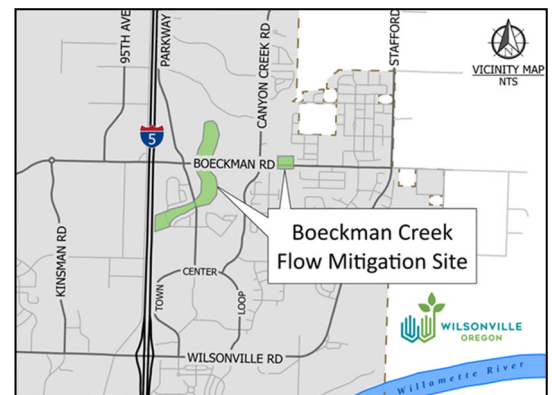
Additional crossing improvements are underway for three locations along Parkway Avenue, including Ash Meadows Lane, Ash Meadows Road, and Thunderbird Drive. In addition, this set of upgrades includes accessibility improvements at the eastbound SMART bus stop on Wilsonville Road and Wildcat Way, and for a bike ramp to connect the southbound bicycle lane on Town Center Loop W to a nearby shared use path. Plans are progressing to final design after a 90% design review in April, as easements with adjacent property owners get negotiated for the project.

Boeckman Creek Flow Mitigation (7068)

This project will look at stormwater flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the early 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge.

Interlaken Inc. has been awarded the construction contract, and construction is in progress after beginning in early June. Project work will occur at several different locations including:

- The dam removal and dig out under the new Boeckman Bridge
- Replacement of overflow grating and weir modifications internal to the Siemens Campus
- Replacement of an undersized culvert on Boeckman Road at the entrance to the Siemens Campus
- Modifications to City piping under Parkway and Ash Meadows



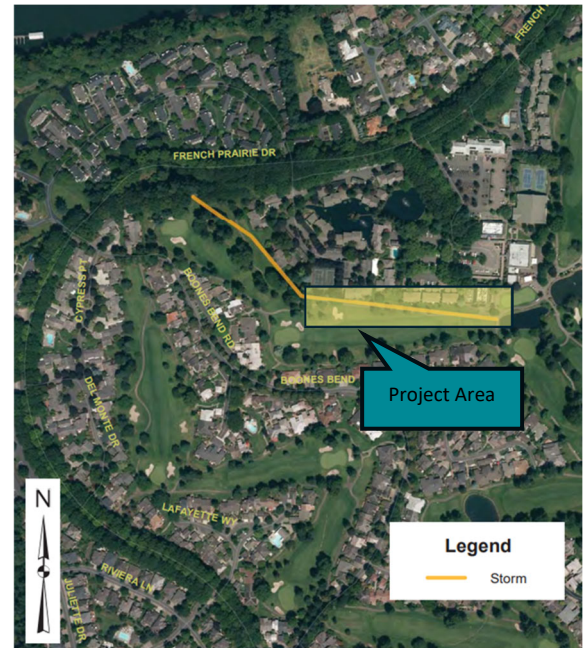
Brown Road Improvements Project (4216)

The Brown Road Improvement Project provides upgrades that bring Brown Road in closer alignment with current City standards for urban roads. The section of roadway to be upgraded extends from Wilsonville Road to Evergreen Drive. Anticipated upgrades improve connectivity by adding bike lanes, sidewalks, and provide better and safer access to adjacent neighborhoods. The consultant delivered the 100% design to the City in February 2026 and the Invitation to Bid (ITB) for Construction was released in March 2026. The contract was awarded to Knife River, and a final Community Meeting was held on May 13th, 2026, at Tranquil Park to provide an opportunity for neighbors to meet the project team, learn more about construction activities, and ask questions. The contractor has mobilized to the site and is coordinating with homeowners and utility providers to support efficient scheduling and communication. Construction is expected to be completed by the end of 2026. Temporary lane closures and traffic delays are expected throughout the project, with updates about traffic control communicated by the contractor.

Engineering Division, Capital Projects

Charbonneau Storm Improvements Phase II A (7072)

This project provides design and construction for replacement of a portion of the stormwater pipeline as part of the Charbonneau Consolidated Improvement Plan, Project #37 Charbonneau Storm Improvements Phase II. Replacement of the 815-foot long section of 12-inch storm pipe has become a priority project as a result of recent inspection by the Public Works Department that identified significant deterioration and vulnerability to collapse. The pipeline is adjacent to residential and commercial buildings that could be susceptible to damage should the pipeline or a portion of the pipeline collapse or become plugged. 3J Consulting has completed their 90% Design milestone as of the end of June, and is in City review.



Miley Road – Storm Sewer Improvements (7071)

This project will remove and replace the existing storm sewer and pipe outfall within Miley Road, which is in very poor condition and is a concern for erosion and pipe collapse during a large rain event. Construction is anticipated to be split into two phases: the first phase being the replacement of the sewer outfall and upstream pipe/inlets to the east up to the intersection of Airport Road, and the second phase being removal and replacement of the remainder of the upstream pipe and structures that run parallel to Miley Road up to Armitage Road. WSP USA is the engineering design consultant selected for the project.

Engineering design has begun, after a review of an alternatives analysis prepared by the design team based on the initial survey and data collection of the existing site conditions. Construction of Phase 1 is anticipated for Spring 2027 after permitting is complete. Construction of phase 2 is anticipated to begin in Spring 2028.



Engineering Division, Capital Projects

Stafford Road Improvements Project (4219, 2111, and 1158)

The Stafford Road Improvements Project includes improving a section of Stafford Road between Boeckman Road and Kahle Road to meet current City standards for a major arterial roadway and as detailed in the Frog Pond East and South Master Plan. The roadway improvements consist of urban upgrades to enhance multi-modal connectivity by adding bike lanes, sidewalks, transit stops, and turn lanes that accommodate access to existing and planned adjacent neighborhoods. The project will include two roundabouts with the intersections of SW Brisband Street and SW Kahle Road, as well as an enhanced pedestrian crosswalk with a flashing beacon at Frog Pond Lane. In addition to roadway improvements, this project includes an extension of a 12-inch sanitary sewer pipeline and 12-inch drinking water pipeline, as well as undergrounding of overhead utilities and relocation of Portland General Electric high voltage transmission lines on Stafford Road between Boeckman Road and Kahle Road. Surveying, geotechnical explorations, wetland delineation, archeological survey, transportation studies, and a tree inventory began in August 2025 at the project site. DOWL delivered the 30% design to the City in May of 2026, and the City has returned comments.. The City has negotiated and signed a contract amendment with DOWL to support continuation of design services through completion of the design phase. The City anticipates the 60% design will be delivered to the City in Fall 2026

Water System Master Plan (1154)

The purpose of the Plan is to evaluate necessary capital improvements to accommodate anticipated population growth, meet regulatory requirements, provide seismic resilience, and ensure system reliability. Various elements of the Plan include estimating population growth over the next 20 years, anticipating changes to state and federal regulations, identifying and correcting water storage and transmission capacity limitations, reducing vulnerability to seismic events, and developing emergency response strategies to protect and preserve proper functionality of the City's water supply, storage, and distribution systems. Upon completion, the Plan will be utilized to determine the needed adjustments to water utility rates and system development charges to implement the recommended capital improvements. When the draft Capital Improvement Plan (CIP) is developed, open house meetings will be held to present the recommended CIP and solicit public feedback. These meetings are tentatively scheduled to occur around October 2026.

WWTP Aeration Basin Expansion (2113)

This project constructs a fourth aeration basin and a seventh blower to expand secondary treatment capacity at the Wastewater Treatment Plant. The project includes earthwork, landscaping, and site drainage improvements. A design consultant has been selected, with a contract award by City Council in May. Design is tentatively scheduled to be completed in early 2028, with construction starting in spring of 2028.

WWTP Backup UV System Replacement (2109)

This project will replace the outdated backup UV disinfection system at the Wastewater Treatment Plant (WWTP). The new system will enhance disinfection reliability, ensure compliance with regulatory standards, and provide critical redundancy during peak flows or primary system maintenance. Design is underway, with completion expected in August 2026. Construction is anticipated to occur from September 2026 to September 2027.

Engineering Division, Capital Projects

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in Fall 2022, with completion planned for 2026. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on Kinsman Road from Wilsonville Road to Barber Street has been completed and restoration at the intersection of Wilsonville Road and Kinsman Road is ongoing. Pipe install on 95th Avenue from Boeckman Road to Ridder Road has been completed and restoration of the road is ongoing. Permanent concrete road panel restoration of 95th Avenue began in April 2025 and was completed in November 2025. Pipe install on Ridder Road west of 95th Avenue began in June 2025, has been completed, and restoration of the road is ongoing. Temporary traffic control on Kinsman Road, 95th Avenue, and Ridder Road during final restoration efforts will be required to accommodate remaining construction activities. Additional upgrades to the intersections at Boeckman Road and 95th Avenue and Ridder and 95th Avenue are expected to be completed by late 2026.



Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The revised open space improvements are scheduled to go before the Development Review Board for review on July 12, 2026.

Frog Pond West

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, Frog Pond Ridgecrest, and Frog Pond Vista subdivisions is ongoing.

- The contractor is working to complete the frontage improvements along Brisband at the Frog Pond Neighborhood Park project. The contractor is working on punchlist items. The play structures are anticipated to be installed in August.
- Construction is nearly complete at Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road. The contractor is waiting for street lighting to be energized.
- Construction is nearly complete at Frog Pond Primary, the new West Linn-Wilsonville School District (District) primary school on Boeckman Road. The contractor is continuing to work on punchlist items. The street lights along Brisband are anticipated to be energized in mid-July.
- Frog Pond Ridgecrest, a 54-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Terrace subdivision, subdivision construction is substantially complete and home construction is underway.



Frog Pond Neighborhood Park



Frog Pond Petras

Natural Resources Division

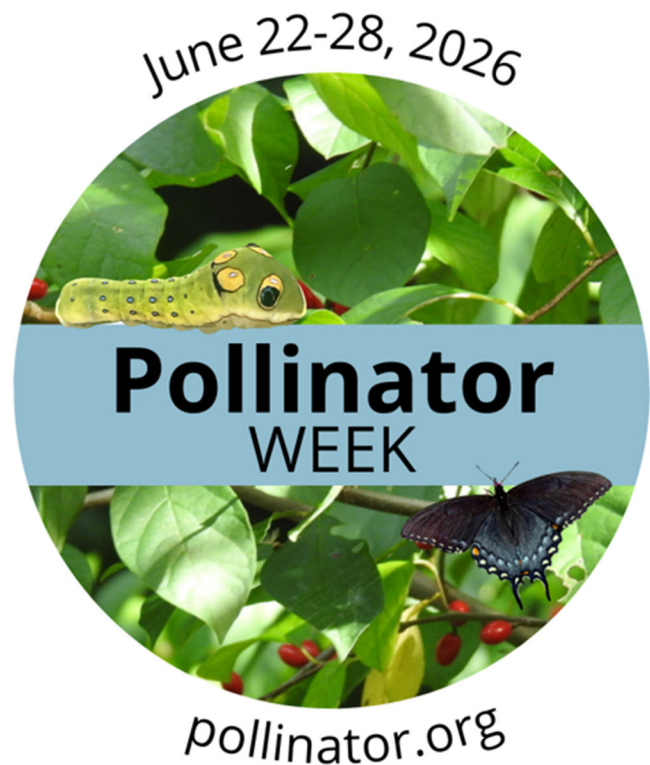
Celebrating Pollinators!

National Pollinator Week was June 22 - 28. However, it's never too late to celebrate pollinators and recognize the critical role they play in sustaining life on Earth. Birds, bats, bees, butterflies, beetles, and small mammals that pollinate plants are responsible for bringing us one out of every three bites of food. They also sustain our ecosystems and produce our natural resources by helping plants reproduce.

Some steps to help pollinators include:

- Add local native flowering plants in your landscape.
- Choose plants with a variety of colors.
- Choose flowers with different shapes and sizes.
- Choose plants with different flowering times to provide forage all season.
- Select plants with different heights and growth habits.
- Include plants that are favored food for butterfly caterpillars; the loss of foliage is well worth it!
- Reduce or eliminate the use of pesticides (including herbicides).

In August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate. Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with a healthy habitat. Bee City USA corresponds with many of the existing "Bee Stewards" program initiatives, such as creating pollinator habitat, adopting an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.



Planning Division, Current

Administrative Land Use Decisions Issued

- 7 Class 1 Administrative Reviews
- 4 Type A Tree Permits
- 6 Type B Tree Permits
- 1 Class 1 Sign Permit

Construction Permit Review, Development Inspections, and Project Management

In June, Planning staff collaborated with developers and contractors to ensure construction activities align with approvals from the Development Review Board and City Council. Active projects include:

- Residential subdivisions in Frog Pond West and on Canyon Creek Road S
- Industrial development on SW Day Road
- A new primary school in Frog Pond
- A new neighborhood park in Frog Pond
- A new car dealership on Parkway Avenue
- Villebois Village Center Mixed-use Development

Development Review Board (DRB)

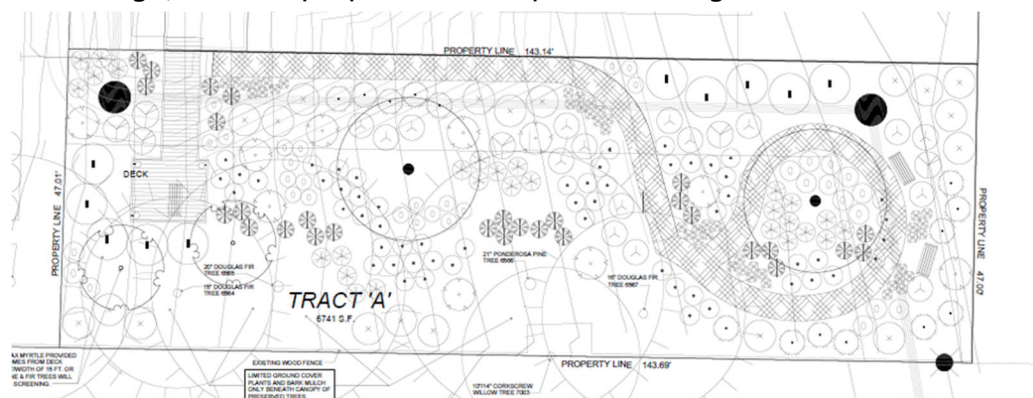
DRB Panel A met on June 8 and approved an application for a Willamette River Greenway Conditional Use Permit for the remodel of an existing single-family residential structure at 10671 SW Edgewood Court.

DRB Panel B met on June 22 and approved an application for approximately 372,000 square feet of warehouse expansion for Sysco Portland Inc. at 26120 SW Parkway Avenue. The Board forwarded to City Council a recommendation on a Zone Map Amendment related to this application. A City Council hearing for the Zone Map Amendment is scheduled for July 20, 2026.

DRB Projects Under Review

In June, Planning staff advanced the following projects in preparation for Development Review Board hearings:

- PGE Transmission Line Upgrade in northwest Wilsonville
- Twist Bioscience storage buildings at ParkWorks
- Open Space revision at Spring Terrace subdivision
- Stafford Ridge, the first proposed development in Frog Pond East



Spring Terrace – Proposed Open Space Revision

Planning Division, Long Range

Housing Statutory Compliance Project

This two-part project will update Wilsonville's Development Code to incorporate new statutory requirements related to residential development from the 2025 Oregon Legislative session. Part 1 of the project focuses on Section 3 of SB 974, which requires cities and counties to issue land use decisions without a public hearing on certain residential development applications, including Wilsonville's most common residential land use applications. The project also incorporates changes required by Section 17 of HB 4037, which passed in the 2026 Oregon Legislative Session, and will integrate Action C of the 2025 Housing Production Strategy, which calls for the City to implement an administrative review process for residential development. In June, City Council held a public hearing on Part 1 of the project, adopting the Development Code amendments to meeting the statutory deadline of July 1, 2026. The project team will hold work sessions with Planning Commission and City Council in July to kick off Part 2 of the project, which will focus on compliance with HB 2138 (2025) and other recent legislation.

Planning Commission

On June 10, the Planning Commission met and held two work sessions. At the first work session the Commission provided feedback on the Draft Basalt Creek Master Plan. At the second work session the Commission reviewed recommendations from the Town Center Building Height Waiver Task Force and provided further feedback for staff to begin preparing final draft documents for any code amendments for Planning Commission and City Council consideration.

Basalt Creek Master Plan

The Basalt Creek Master Plan (BCMP) builds upon the vision and framework established by the 2018 Basalt Creek Concept Plan (BCCP), which identified preferred land uses, transportation and infrastructure systems, and implementation strategies to guide future urbanization of the Basalt Creek Planning Area (BCPA). Since adoption of the BCCP, the City of Wilsonville has completed key implementation actions, including amendments to the Urban Planning Area Agreement, City of Wilsonville Comprehensive Plan, and Transportation System Plan to support coordinated future development in the area. In June, staff continued advancing the Basalt Creek Master Plan and associated Comprehensive Plan and Development Code amendments in preparation for the adoption process. The Planning Commission held a work session on June 10, 2026 to review the draft Master Plan, draft Comprehensive Plan amendments, and supporting technical analyses. Staff is currently preparing for a second Planning Commission work session scheduled for July 8, 2026, which will focus on the proposed Development Code amendments. Staff and project consultants continue to refine draft documents in advance of those meetings. Staff has also spent considerable time reviewing and coordinating technical analyses related to transportation, water, and sanitary sewer infrastructure needs, as well as other public facilities necessary to support future development within the Basalt Creek Planning Area.

PAGE 1 of 2:

- **End of Fiscal Year 2025-2026 (FYE26):** The City successfully crossed the threshold into a new fiscal year shortly after midnight June 30, 2026, proving once again that civilization, accounting systems, and the relentless march of the time can coexist, at least temporary. As always, the new fiscal year arrived in immaculate condition; untouched, unspent, and entirely free of budget supplemental requests, adjustments, and/or budget surprises. It appeared at precisely 12:00 a.m., fresh from the factory, carrying with it the customary hope that we have learned something from the previous year. Cheers to the unfolding Fiscal Year 2026-27 (FYE27) and *here's to a great year ahead!*
- **General Fund:** Developing a long-term financial sustainability strategy for the General Fund is one of the City's most important priorities over the next year. Like most Oregon cities, Wilsonville faces a structural challenge in which the costs of public safety, parks, infrastructure maintenance, and personnel are growing faster than General Fund revenues. In addition, the City's historic ability to fund General Fund capital projects on a **pay-as-we-go** basis is becoming increasingly **constrained-as-we-go**, as available fund balance declines.

At its core, this conversation is about aligning the community's expectations for services with a financial framework that can sustain them over the long term. Future policy decisions will need to balance service levels, infrastructure investments, growth, and available revenues. Just as importantly, those discussions must consider the financial realities facing residents and businesses, and what residents expect to receive in return as part of the overall value proposition of living in Wilsonville.

Wilsonville's General Fund is primarily supported by a permanent property tax rate of \$2.5206 per \$1,000 of assessed value. The City's greatest financial strength is its substantial tax base, with approximately \$5.1 billion in taxable assessed value generating roughly \$12.4 million in annual property tax revenue. In its simplest form, property tax revenue is driven by three factors: the City's taxable assessed value, divided by \$1,000, multiplied by the permanent tax rate. As a result, growth in the City's tax base is the primary driver of long-term General Fund revenue growth. This highlights the importance of continued economic development and strategic employment areas such as Coffee Creek and Basalt Creek, which provide opportunities to expand the tax base and strengthen long-term fiscal sustainability.

As Council considers future financial strategies, it is important to recognize that Oregon cities utilize a variety of funding models to support service delivery and capital investment, including local option levies, voter-approved bonds, maintenance fees, and other dedicated revenue sources. For example, West Linn supplements a similarly sized permanent tax rate with a monthly Parks Maintenance Fee, while cities such as Tigard and Canby rely on local option levies. Tualatin, meanwhile, has utilized a voter-approved capital bond to address parks and other infrastructure needs. Understanding the advantages and tradeoffs of these approaches may help inform future discussions regarding Wilsonville's long-term financial strategy.

PAGE 2 of 2:

- **Understanding Credit Card Merchant Fees:** The City continues to encourage residents and businesses to take advantage of electronic payment options. Electronic payments offer many benefits, including: convenience, enhanced security, faster processing, reduced paper consumption, and the flexibility to make payments at any time without having to visit City Hall. Further, the benefit is that it is more streamlined, we have fewer delinquent accounts, and it provides a more efficient cash flow for Utility Billing.

While these payment methods provide significant advantages, there are costs associated with processing credit card transactions. The merchant fees currently charged to the City are 3.75% for General Billing and Utility Billing transactions, and 3.95% for Licenses and Permits.

The City currently passes along 3.0% of the processing fee to customers paying for Licenses and Permits. The remaining portion of those fees, along with the full merchant fees associated with most other credit card transactions, are absorbed by the City as an operating expense.

As electronic payments have become increasingly popular, these costs have grown substantially—from \$200,000 ten years ago, to \$350,000—\$400,000 today. This represents a significant ongoing expense that must be considered alongside other operating costs as Council reviews revenues, expenditures, service delivery, and the long-term financial sustainability of City services.

Historically, the City has absorbed most merchant processing costs in order to provide residents and businesses with convenient payment options. However, municipalities and organizations across the country are facing similar challenges and are now re-evaluating whether a larger portion of these fees should be passed along to the customer, or continue to be funded through general tax revenues (and utility billing), and borne by all taxpayers.

- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 17,528,500	\$ 16,307,323	\$ 1,221,177	93%
Intergovernmental	3,254,985	2,794,759	460,227	86%
Licenses and permits	171,700	220,566	(48,866)	128%
Charges for services	384,102	481,584	(97,482)	125%
Fines and forfeitures	180,000	191,858	(11,858)	107%
Investment revenue	531,000	955,109	(424,109)	180%
Other revenues	829,450	747,248	82,202	90%
Transfers in	6,507,480	5,311,071	1,196,409	82%
TOTAL REVENUES	\$ 29,387,217	\$ 27,009,518	\$ 2,377,699	92%
Personnel services	\$ 14,095,430	\$ 12,812,215	\$ 1,283,215	91%
Materials and services	15,424,012	12,562,848	2,861,164	81%
Capital outlay	135,000	97,980	37,020	73%
Transfers out	6,148,458	2,416,142	3,732,316	39%
TOTAL EXPENDITURES	\$ 35,802,900	\$ 27,889,184	\$ 7,913,716	78%
610 - Fleet Fund				
Charges for services	\$ 1,933,368	\$ 1,933,368	\$ -	100%
Investment revenue	48,000	49,280	(1,280)	103%
TOTAL REVENUES	\$ 1,981,368	\$ 2,000,813	\$ (19,445)	101%
Personnel services	\$ 1,155,130	\$ 972,431	\$ 182,699	84%
Materials and services	840,440	750,089	90,351	89%
Capital outlay	532,000	521,463	10,537	98%
TOTAL EXPENDITURES	\$ 2,527,570	\$ 2,243,984	\$ 283,586	89%
230 - Building Inspection Fund				
Licenses and permits	\$ 952,000	\$ 1,146,951	\$ (194,951)	120%
Investment revenue	157,000	172,873	(15,873)	110%
TOTAL REVENUES	\$ 1,109,000	\$ 1,319,824	\$ (210,824)	119%
Personnel services	\$ 1,148,520	\$ 947,475	\$ 201,045	82%
Materials and services	243,155	161,677	81,478	66%
Transfers out	422,808	422,808	-	100%
TOTAL EXPENDITURES	\$ 1,814,483	\$ 1,531,960	\$ 282,523	84%
231 - Community Development Fund				
Licenses and permits	\$ 446,718	\$ 608,245	\$ (161,527)	136%
Charges for services	457,002	313,333	143,669	69%
Intergovernmental	598,995	160,000	438,995	27%
Investment revenue	93,000	123,356	(30,356)	133%
Transfers in	4,688,565	3,812,064	876,501	81%
TOTAL REVENUES	\$ 6,284,280	\$ 5,059,858	\$ 1,224,422	81%
Personnel services	\$ 3,995,690	\$ 3,381,314	\$ 614,376	85%
Materials and services	1,031,820	617,423	414,397	60%
Transfers out	1,170,209	834,400	335,809	71%
TOTAL EXPENDITURES	\$ 6,197,719	\$ 4,833,137	\$ 1,364,582	78%
240 - Road Operating Fund				
Intergovernmental	\$ 2,181,000	\$ 1,840,431	\$ 340,569	84%
Investment revenue	26,000	47,894	(21,894)	184%
Transfers in	509,940	509,940	0	100%
TOTAL REVENUES	\$ 2,716,940	\$ 2,398,265	\$ 318,675	88%
Personnel services	\$ 608,120	\$ 422,424	\$ 185,696	69%
Materials and services	789,894	606,599	183,295	77%
Capital outlay	44,850	49,362	(4,512)	110%
Debt service	360,000	356,446	3,554	99%
Transfers out	1,420,588	713,216	707,372	50%
TOTAL EXPENDITURES	\$ 3,223,452	\$ 2,148,048	\$ 1,075,404	67%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,661,000	\$ 2,605,816	\$ 55,184	98%
Investment revenue	172,000	209,482	(37,482)	122%
TOTAL REVENUES	\$ 2,833,000	\$ 2,815,298	\$ 17,702	99%
Transfers out	\$ 3,081,080	\$ 1,391,497	\$ 1,689,583	45%
TOTAL EXPENDITURES	\$ 3,081,080	\$ 1,391,497	\$ 1,689,583	45%
260 - Transit Fund				
Taxes	\$ 6,300,000	\$ 6,447,152	\$ (147,152)	102%
Intergovernmental	2,757,000	2,447,008	309,992	89%
Charges for services	20,000	18,233	1,767	91%
Investment revenue	698,000	670,075	27,925	96%
Other revenues	21,000	42,624	(21,624)	203%
TOTAL REVENUES	\$ 9,796,000	\$ 9,625,093	\$ 170,907	98%
Personnel services	\$ 5,871,460	\$ 4,850,706	\$ 1,020,754	83%
Materials and services	2,914,658	2,736,280	178,378	94%
Capital outlay	1,158,000	145,015	1,012,985	13%
Transfers out	3,062,248	2,251,905	810,343	74%
TOTAL EXPENDITURES	\$ 13,006,366	\$ 9,983,905	\$ 3,022,461	77%
510 - Water Operating Fund				
Charges for services	\$ 10,864,000	\$ 9,016,695	\$ 1,847,305	83%
Investment revenue	412,000	600,934	(188,934)	146%
Other revenues	40,000	86,250	(46,250)	216%
TOTAL REVENUES	\$ 11,316,000	\$ 9,703,880	\$ 1,612,120	86%
Personnel services	\$ 753,650	\$ 508,513	\$ 245,137	67%
Materials and services	5,285,211	4,091,396	1,193,815	77%
Capital outlay	2,204,493	802,214	1,402,279	36%
Debt service	375,000	370,757	4,243	99%
Transfers out	4,133,609	2,494,501	1,639,108	60%
TOTAL EXPENDITURES	\$ 12,751,963	\$ 8,267,380	\$ 4,484,583	65%
520 - Sewer Operating Fund				
Charges for services	\$ 7,833,000	\$ 7,479,980	\$ 353,020	95%
Investment revenue	380,000	449,925	(69,925)	118%
Other revenues	31,500	25,313	6,187	80%
Loan proceeds	10,500,000	-	10,500,000	0%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 19,344,500	\$ 8,555,218	\$ 10,789,282	44%
Personnel services	\$ 505,250	\$ 313,988	\$ 191,262	62%
Materials and services	4,729,522	3,726,472	1,003,050	79%
Capital outlay	114,850	49,362	65,488	43%
Debt service	2,886,000	2,874,666	11,334	100%
Transfers out	13,823,655	1,886,071	11,937,584	14%
TOTAL EXPENDITURES	\$ 22,059,277	\$ 8,850,559	\$ 13,208,718	40%
550 - Street Lighting Fund				
Charges for services	\$ 559,000	\$ 505,952	\$ 53,048	91%
Investment revenue	34,000	40,762	(6,762)	120%
TOTAL REVENUES	\$ 593,000	\$ 546,714	\$ 46,286	92%
Materials and services	\$ 367,290	\$ 222,796	\$ 144,494	61%
Transfers out	1,280,827	865,532	415,295	68%
TOTAL EXPENDITURES	\$ 1,648,117	\$ 1,088,328	\$ 559,789	66%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,581,000	\$ 3,775,940	\$ (194,940)	105%
Investment revenue	242,000	272,539	(30,539)	113%
TOTAL REVENUES	\$ 3,823,000	\$ 4,048,479	\$ (225,479)	106%
Personnel services	\$ 480,980	\$ 353,614	\$ 127,366	74%
Materials and services	848,994	635,980	213,014	75%
Capital outlay	44,850	49,362	(4,512)	110%
Debt service	325,000	321,317	3,683	99%
Transfers out	4,759,006	1,681,563	3,077,443	35%
TOTAL EXPENDITURES	\$ 6,458,830	\$ 3,041,836	\$ 3,416,994	47%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,500,000	\$ 1,744,010	\$ 755,991	70%
Investment revenue	27,000	182,316	(155,316)	675%
TOTAL REVENUES	\$ 2,527,000	\$ 1,926,325	\$ 600,675	76%
Materials and services	\$ 19,540	\$ 2,304	\$ 17,236	12%
Transfers out	3,573,177	1,861,385	1,711,792	52%
TOTAL EXPENDITURES	\$ 3,592,717	\$ 1,863,689	\$ 1,729,028	52%
348 - Washington County TDT				
Washington County TDT	\$ -	\$ -	\$ -	-
Investment revenue	112,000	109,021	2,979	97%
TOTAL REVENUES	\$ 112,000	\$ 109,021	\$ 2,979	97%
346 - Roads SDC				
System Development Charges	\$ 2,100,000	\$ 3,386,472	\$ (1,286,472)	161%
Investment revenue	287,000	417,148	(130,148)	145%
TOTAL REVENUES	\$ 2,387,000	\$ 3,803,620	\$ (1,416,620)	159%
Materials and services	\$ 40,760	\$ 6,937	\$ 33,823	17%
Transfers out	8,213,181	361,099	7,852,082	4%
TOTAL EXPENDITURES	\$ 8,253,941	\$ 368,037	\$ 7,885,904	4%
396 - Parks SDC				
System Development Charges	\$ 1,320,000	\$ 2,270,525	\$ (950,525)	172%
Investment revenue	77,000	126,514	(49,514)	164%
TOTAL REVENUES	\$ 1,397,000	\$ 2,397,038	\$ (1,000,038)	172%
Materials and services	\$ 9,490	\$ 3,450	\$ 6,040	36%
Transfers out	918,557	453,363	465,194	49%
TOTAL EXPENDITURES	\$ 928,047	\$ 456,813	\$ 471,234	49%
516 - Water SDC				
System Development Charges	\$ 1,000,000	\$ 2,173,868	\$ (1,173,868)	217%
Investment revenue	65,000	99,371	(34,371)	153%
TOTAL REVENUES	\$ 1,065,000	\$ 2,273,239	\$ (1,208,239)	213%
Materials and services	\$ 14,570	\$ 3,642	\$ 10,928	25%
Debt service	453,000	450,724	2,276	99%
Transfers out	3,888,490	2,672,754	1,215,736	69%
TOTAL EXPENDITURES	\$ 4,356,060	\$ 3,127,120	\$ 1,228,940	72%
526 - Sewer SDC				
System Development Charges	\$ 1,000,000	\$ 2,341,544	\$ (1,341,544)	234%
Investment revenue	30,000	72,491	(42,491)	242%
TOTAL REVENUES	\$ 1,030,000	\$ 2,414,035	\$ (1,384,035)	234%
Materials and services	\$ 12,380	\$ 2,507	\$ 9,873	20%
Transfers out	1,751,531	686,819	1,064,712	39%
TOTAL EXPENDITURES	\$ 1,763,911	\$ 689,326	\$ 1,074,585	39%
576 - Stormwater SDC				
System Development Charges	\$ 170,000	\$ 340,709	\$ (170,709)	200%
Investment revenue	144,000	141,743	2,257	98%
TOTAL REVENUES	\$ 314,000	\$ 482,451	\$ (168,451)	154%
Materials and services	\$ 5,650	\$ 598	\$ 5,052	11%
Transfers out	647,645	198,778	448,867	31%
TOTAL EXPENDITURES	\$ 653,295	\$ 199,376	\$ 453,919	31%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
815 - Westside Capital Projects				
Investment revenue	\$ 224,000	\$ 224,718	\$ (718)	100%
TOTAL REVENUES	\$ 224,000	\$ 224,718	\$ (718)	100%
Materials and services	\$ 375,000	\$ 142,498	\$ 232,502	38%
Capital outlay	2,851,000	547,812	2,303,188	19%
TOTAL EXPENDITURES	\$ 3,226,000	\$ 690,310	\$ 2,535,690	21%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 14,000	\$ 24,819	\$ (10,819)	177%
Transfers in	500,000	500,000	-	100%
TOTAL REVENUES	\$ 514,000	\$ 524,819	\$ (10,819)	102%
Materials and services	\$ 236,004	\$ 156,038	\$ 79,966	66%
TOTAL EXPENDITURES	\$ 866,004	\$ 156,038	\$ 709,966	18%
827 - Coffee Creek Debt Service				
Taxes	\$ 718,000	\$ 769,325	\$ (51,325)	107%
Investment revenue	29,000	25,821	3,179	89%
TOTAL REVENUES	\$ 747,000	\$ 795,145	\$ (48,145)	106%
Debt service	\$ 780,000	\$ 778,033	\$ 1,967	100%
TOTAL EXPENDITURES	\$ 780,000	\$ 778,033	\$ 1,967	100%
830 - Wilsonville Investment Now Program				
Taxes	\$ 1,174,100	\$ 867,089	\$ 307,011	74%
TOTAL REVENUES	\$ 1,174,100	\$ 867,089	\$ 307,011	74%
Materials and services	\$ 1,174,100	\$ -	\$ 1,174,100	0%
TOTAL EXPENDITURES	\$ 1,174,100	\$ -	\$ 1,174,100	0%

Monthly Report



Librarian Ann and Wilsonville Public Library Foundation volunteer Hilly Alexander at the Summer Reading Program Kick-off Event on June 13.

From the Director

June was a fun month at the library. We kicked off the Summer Reading Program “Plant a Seed, Read” on June 13. Kids and teens received a free book to launch their summer reading, plus seedling plants donated by Al’s Nursery. Families with little ones could also sign up for the Dolly Parton Imagination Library. JuggleMania’s Rhys Thomas brought big laughs and jaw-dropping circus tricks, followed by cupcakes for everyone.

We also rolled out our new STEAM Discovery Evenings for elementary kids and their grown-ups. In June, they built worm bins, tried wood-round painting, and enjoyed a lively kalimba performance from Carl Winters, “The Kalimba King,” complete with chances to try the instrument themselves.

The summer reading program runs through August 31, and it’s open to all ages—so there’s plenty more fun ahead.

-Shasta Sasser, Library Director

Children's Services

Stories & STEAM

Youth librarians shared stories, science demonstrations, and activities to children in Pre-K through 5th grade at these weekly programs on Wednesdays at 10:30am and 12pm. June featured demonstrations of Mentos and coke, and color changing cabbage juice.

Thursday Fun Shows

Hillia Hula started the Thursday Fun Show series on June 18 with a high energy performance at the Grove Shelter in Memorial Park. On June 25, Pegasus Puppet Theatre performed a tale of dragons, trolls, and royalty.

UPCOMING:

- Thursday Fun Shows with music, dance, magic, and the Reptile Man in July.
- STEAM Discovery Evenings on Tuesdays at 6pm, ending July 21.
- Stories & STEAM on Wednesdays at 10:30am and 12pm, ending July 22.
- Free OMSI classes for kids July 28-30.



Hillia Hula performs at Memorial Park for the Thursday Fun Show on June 18.



Teens competed in a variety of children's games at the Teen Wednesday event on June 17.

Teen Services

Library After Dark: Squid Games

Teens took over the library after it closed to the public on June 17 and put on their own version of the acclaimed *Squid Games*, with competitive children's games. Don't worry — no teens were injured.

PJs & Movie Day

Over 30 teens brought their pillows, blankets, and stuffed animals for a viewing of *Super Mario Galaxy*.

UPCOMING:

- Library After Dark: FNAF Tag & Game Night on Wednesday, July 1, at 8:30pm.
- Board Game Day on Wednesday, July 8, at 8:30pm.

Adult Services

Beyond 250: Who Are “We the People”?

As part of the 250th anniversary of the signing of the Declaration of Independence, Oregon Humanities facilitator Eliot Feenstra led a community conversation on June 15 about what the Declaration of Independence means today and what it means to be an American.

Mushroom Hunting for Beginners

Over 20 people attended this program by Oregon Master Naturalist Rebecca Lexa about mushroom hunting. Attendees learned the skills and tools needed for accurate identification of mushrooms.

UPCOMING:

- Tabletop Game Night on Thursday, July 2, at 6pm.
- Celebration Cinema screening of “Hamilton” on Friday, July 17, at 3pm.
- Flash Fiction workshop on Thursday, July 23, at 6pm.
- “Plant Identification for Non-Botanists” on Monday, July 27, at 6pm.



One of the four Wilsonville winners of the LINCC Library Trail passport program. Winners received a library bag with library swag items and a gift card to local businesses.



Greg Martin and Library Director Shasta Sasser at Greg’s retirement party on June 5.

Around the Library

Adult Services Librarian Greg Martin retires

After over 25 years at the Wilsonville Public Library, Adult Services Librarian Greg Martin retired on June 5.

Greg was much beloved by patrons and staff alike for his dedication, compassion, and fun sense of whimsy. He was known for consistently going above and beyond to help those in need.

The popular Geochron on the wall by the Circulation Desk was an idea of Greg’s, which continues to delight visitors. We wish Greg the best in his retirement!

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Computer Basics 11am-12pm Blood Drive 1-6pm Sit and Stitch 1:30-3pm	2 ODHS 10am-12pm 1-3pm Intermediate ESL 10-11:30am	3 Profiles Governing with Pride 11-12:30pm Zoom	4 Tabletop Night Pictionary 6-7:30pm	5 Scavenger Hunt Until July 3 WIC Pop-Up Clinic 10am-12pm 1-4pm	6 Space Talks Artemis: Back To The Moon, This Time To Stay 11am-12:30pm
7 R	8 Gmail 11am-12pm Sit and Stitch 1:30-3pm	9 ODHS 10am-12pm 1-3pm Intermediate ESL 10-11:30am	10	11	12 Celebration Cinema Pieces of Us (NR) 3-5pm	13 Summer Reading Kick-Off Party 10am-1pm JuggleMania's Rhys Thomas 11am 
14 E	15 Microsoft Word 11am-12pm Genealogy Club 1-2:30pm Sit and Stitch 1:30-3pm Beyond 250: Who Are "We the People?" 6-7:30pm	16 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery Worm Bin Magic! 6:30-7:30pm	17 Stories & STEAM 10:30-11:30am 12-1pm TAB 6:30-8:30pm Teen SRP Library After Dark 1: Squid Games 8:30-10:30pm	18 Thursday Fun Show Hilla Hula Grove Shelter 11am-12pm	19 Library Closed Juneteenth Celebration Town Center Park 5-8pm	20
21 A	22 Online Job Seeking 11am-12pm Sit and Stitch 1:30-3pm	23 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery Wood Painting 6-7pm	24 Stories & STEAM 10:30-11:30am 12-1pm Community Center Book Club 1-2pm TAB 2-4pm Teen SRP PJs and Movie Day 4-6pm	25 Thursday Fun Show Pegasus Puppet Theater Grove Shelter 11am-12pm	26 Play Group 10:30-12pm	27
28 D	29 Sit and Stitch 1:30-3pm Mushroom Hunting for Beginners 6pm	30 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery The Kalimba King 6-7pm	JUNE PLANT A SEED, READ			

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 Sunday 1-6



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PUBLIC LIBRARY



Parks and Recreation Report | June 2026

Director's Report

June marks the beginning of summer, and Parks and Recreation is in full swing. Schools are out, summer camps are underway, baseball tournaments are in full swing, and our park shelters are hosting celebrations and gatherings throughout the community.

This season is a reminder of why our work matters. Whether it's families cooling off at water features, couples enjoying live music at a concert, or neighbors harvesting fresh produce from community gardens, our parks and programs create spaces where people connect, recreate, and build community.

As summer continues, I encourage everyone to get outside and enjoy all that our parks have to offer. Take a walk through one of our natural areas, attend a community event, or try a new recreation class. Whatever your interests, Parks and Recreation provides opportunities for residents of all ages to make the most of the summer season.

Have a great summer Wilsonville!

~Megan Big John

Recreation & Arts Updates

STARS Camp

The annual STARS Camp took place June 15-17 at the Memorial Park River Shelter. The camp, which is intended for those on the free or reduced lunch program, is run by Wilsonville High School volunteers. 28 campers attended camp this year and enjoyed field games, science experiments, nature hikes, and more. We are happy to be able to continue to offer this camp to the community.



Summer Camps are in Full Swing!

Summer camps began the week of June 15. Already we have seen several sports camps including tennis, basketball, cheerleading, volleyball, and flag football, along with many multi-sport camps! The month of June saw over 220 kids registered. There are still lots of camps available. Those interested should register at WilsonvilleParksandRec.com/Register

Refresh to Art in Nature Play Park

With the City's formalization of a Public Art Program including a policy, guidelines, and formation of the Arts, Culture, and Heritage Commission (ACHC), comes the not-so exciting part of managing art work which is maintenance! Last month, staff reached out to James Lukinich, the chainsaw artist who created the beloved wooden sculptures for the Nature Play Park when it first opened back in 2021. Since then, the sculptures needed a lot of work from regular wear and weather. James was able to visit the park and complete the work in two days and will now come annually to keep the figures in good condition!



Recreation & Arts Updates cont.

June Book Swap

The Recreation team held their first book swap event in Murase Plaza in June in collaboration with the Wilsonville Library. Roughly 35 folks came out to the event to share books, make bookmarks, have a snack and be in community.



Nature Walks with Drag Me Outside (Cover Image)

In collaboration with the Portland based “Drag Me Outside” organization, Wilsonville Parks and Recreation hosted two educational nature walks in June in conjunction with Wilsonville Pride weekend that served 80 registrants. The hikes were lead by drag performers Efemmera Gendera an ornithologist and Thespis D. Light a naturalist and environmental educator.

Skateboard Lessons

In partnership with the Wilsonville Skate park Association, free skateboard lessons were offered this month. 23 young community members had the opportunity to learn the basics of skateboarding during two sessions taught by volunteer coaches.



Recreation Updates cont.

Korean War Remembrance Ceremony

Around 250 individuals were in attendance on Saturday, June 27 at Town Center Park for a ceremony remembering the 76th Anniversary of the Outbreak of the Korean War. Speeches were made by Mayor O'Neil, The Honorable Mijo Park Deputy Consul General of Korea , Francesca Kim, President, Korean Society of Oregon and Dr. Nakeia Daniels, Director of Oregon Department of Veterans Affairs (ODVA) and was emceed by the Honorable Dr. Edward Kimmi, Honorary Consul of the Republic of Korea - Northern Oregon.

Veterans were recognized throughout the event, memorial wreaths were placed, and taps were played at the culmination to honor those who were lost.

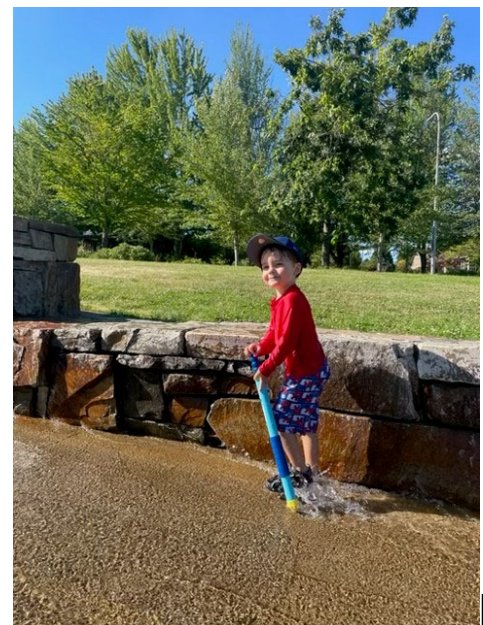
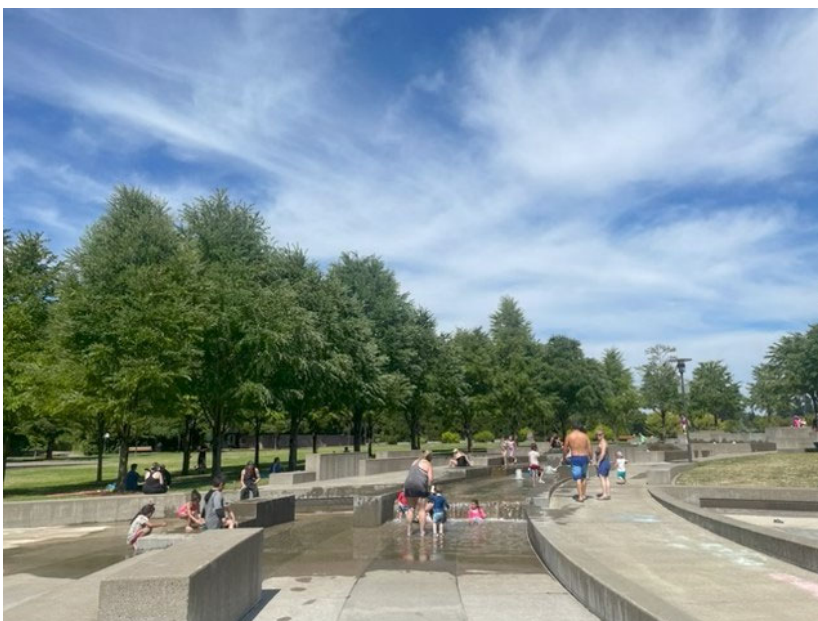


Parks Team

Parks is very excited to announce the opening of Town Center's Water Feature. It went online to coincide with the Concert and Laser Light Show event on Independence Day. The Parks Maintenance Division has water feature operators ensuring regulatory compliance at both Murase Plaza and Town Center Park. It is a lovely sight observing the community taking solace from the summer heat in an urban oasis.

The Maintenance Department will be conducting interviews for the Lead Park Specialist and Park Specialist positions this month. These additions will create a 28% increase for our Park Specialists. Parks Maintenance is excited to welcome new teammates and the additional help we need to increase our capacity.

Our Maintenance Team has been busy beautifying Park's landscapes with regularly occurring service, maintaining facilities and ballfields and supporting dynamic community events, such as Concerts in the Park, community plant sale, and the Laser Light Show. We are proud of the state of the Parks and the livability it brings to the community.



Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

While the ACHC did not meet in June they are working on their assignments of reviewing and evaluating the City's existing Public Art Collection. Each of the Commissioners are assigned to 1 – 4 different pieces around the City and tasked with reporting on they're current condition and maintenance needs. The Commission will discuss their findings at an upcoming meeting.

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board met in June to prepare for the July Many Cultures, One Community event in collaboration with the ACHC. The board also signed a commemorative photo book in honor of passed sister city member, Jiro Sato. The board also began brainstorming goals for the 2026-27 fiscal year.

Upcoming Events

Many Cultures, One Community: Saturday, July 9, 5:30-8:30 pm, Town Center Park

Rotary Summer Concert Series

Thursday, July 16, 5:30 pm, Town Center Park— Hit Machine

Thursday, July 23, 5:30 pm, Town Center Park— Conjunto Alegre

Thursday, July 30, 5:30 pm, Town Center Park— Jennifer Batten and Full Steam

Thursday, August 6, 5:30 pm, Town Center Park— Band After Midnight

City Concert in the Park: Thursday, August 13, 6 pm, Town Center Park—Sabroso

Movies in the Park Series

Friday, August 7, 8:30 pm, Town Center Park— The Super Mario Galaxy Movie

Friday, August 14, 8:15 pm, Town Center Park—Hoppers

Party in the Park: Thursday, August 20, 5:30-8:30 pm, Town Center Park, Live Music— Brandon Jones Band



City of Wilsonville Police

JUNE 2026

Wilsonville Police Rallied Behind the High School's Softball Team

Deputies Justin Leffler and Madison Stefanovich escorted the softball team out of town as it departed for the state championship game. Players and coaches traveled to Eugene to compete in the state finals and returned as the Class 5A state runners-up at the Jane Sanders Stadium in Eugene.



Sunshine Brings Out the Smiles

Sunny days brought children outside to enjoy summer, giving officers a great opportunity to connect with the younger community members. Whether stopping by a neighborhood lemonade or snow cone stand, sharing a conversation, or simply saying hi, these moments help build positive connections and create lasting memories.

Pictured left is Chief Jed Wilson with two of those refreshing stand entrepreneurs.

Police Participate in Pride Month

During Pride Month in June, the Wilsonville Police Department joined community members for local events, including a bike ride. These events provided a great opportunity for officer to connect with residents and celebrate inclusion. Thank you to everyone who helped make the celebrations a success. Pictured center and Center right are Deputies Nate Banfi and Dave McCarthy.





Property Crimes

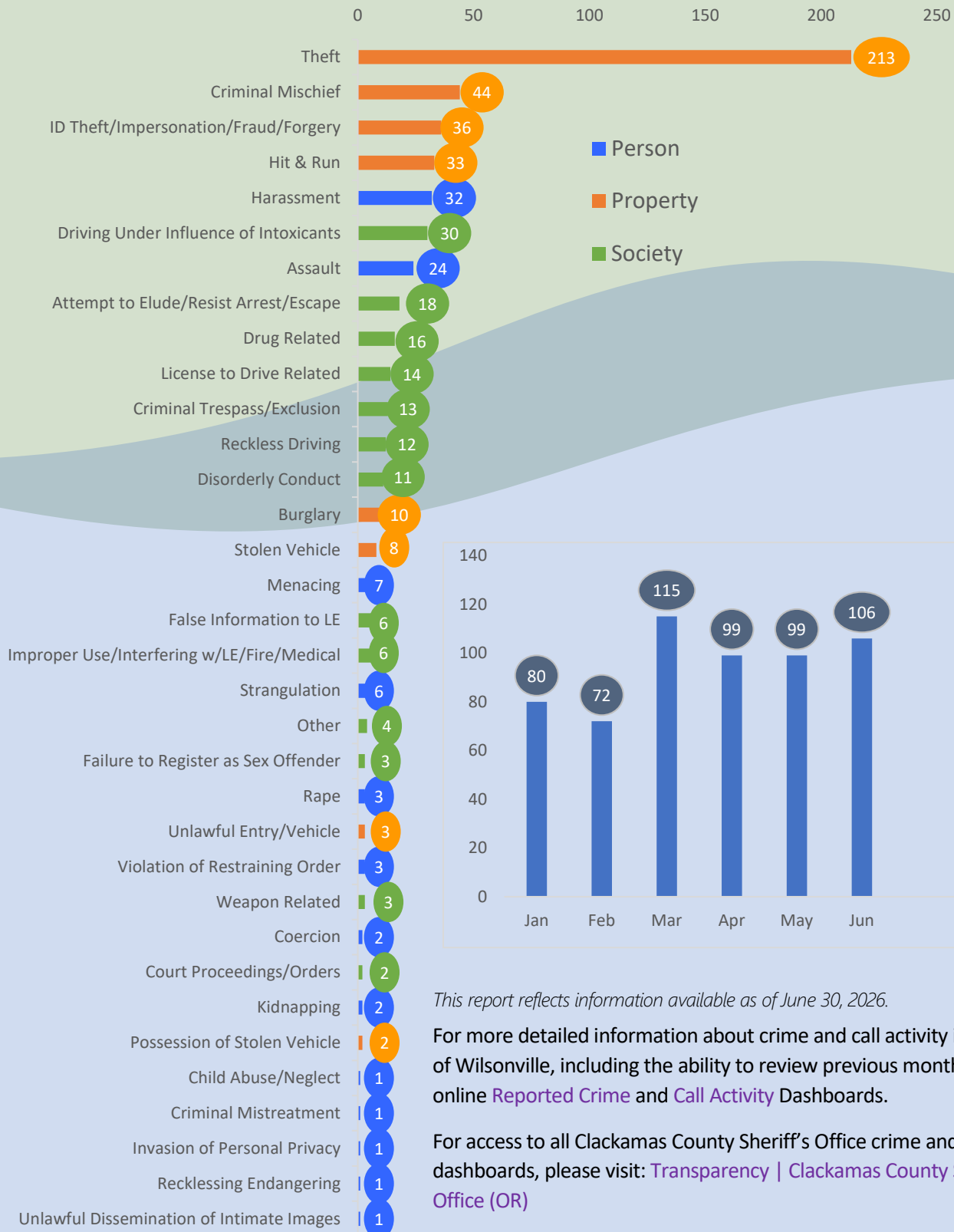
349

Society Crimes

138

Person Crimes

84



This report reflects information available as of June 30, 2026.

For more detailed information about crime and call activity in the City of Wilsonville, including the ability to review previous months, visit our online [Reported Crime](#) and [Call Activity](#) Dashboards.

For access to all Clackamas County Sheriff's Office crime and call activity dashboards, please visit: [Transparency | Clackamas County Sheriff's Office \(OR\)](#)

Summer Safety

Each summer as we enter construction season, Public Works (PW) crew members take the time to refocus on safety and the hazards that the summer weather and activities pose to our staff. We begin with a refresher on our Occupational Safety and Health Administration (OSHA) compliant requirements for working in extreme heat conditions.

As temperatures rise into the 80's, PW Supervisors are required to modify workloads and allow more frequent breaks during the first week of work so that employees become acclimatized to higher temperatures, especially those who are new to working in the heat or have been away from that work for a week or more. Additionally, field crews are provided with access to water and electrolyte replenishing drinks. In addition to their normal breaks, staff are also encouraged to take a preventative "cool-down rest" in the shade when they feel the need to protect themselves from overheating. Where cooling breaks are required, staff are monitored by their coworkers for the onset of heat illness related symptoms.

As temperatures approach the 90's, additional measures are taken to assure staff safety. The crews will conduct a pre-shift meeting to review high heat procedures, encouraging employees to drink plenty of water, and reminding them of their right to take a cooldown rest when necessary. This begins with a review of the symptoms of heat related illnesses and methods to avoid them. During the meeting crews also complete their Worksite Planning and Site Checklist. This checklist ensures that staff are aware of the projected weather conditions, and that steps are taken to mitigate its impact on the day's activities. The checklist also reviews the emergency medical procedures to be taken in the event of a heat related incident.

Supervisors are also encouraged to consider additional measures including alternating work hours to begin the workday earlier or structuring more labor-intensive work for the earlier part of the day. Where possible staff are paired with a partner so that they can monitor each other for heat illness symptoms.

Keeping employees safe is a top priority at all times, and the extra focus during the summer means we can continue to serve the City and keep infrastructure up and running.



Best Regards,

Martin Montalvo, Operations Manager

Roads

Get It While Its Hot

Dry weather and warm temperatures signals pavement marking season for the Roads team. Pavement markings such as turn arrows, stop bars, crosswalks and bike lane indicators are designed to last between five to seven years, depending on use. Every year the Roads team inventories these worn markings to plan their summer replacement schedule. This years' the team is focusing on replacement markings primarily in the Villebois and Charbonneau neighborhoods. After removing the old markings, asphalt is prepped for new markings to ensure the best adhesion for long term durability. New marking are applied using high heat, and are ready for traffic once they have cooled and bonded to the asphalt.



Crews are grinding out the existing striping using a grinder and pry bars where needed.

After the grinding and removal is completed, the area is cleaned and prepped to adhere to the new thermo plastic striping.



Roads

Markings Cont'd.



After the prep is completed, new striping strips are laid onto the surface. The striping is then adhered to the surface using a striping furnace. The striping furnace applies a consistent plain of heat over the material that allows for uniform adhesion of the material to the



Roads

Things Are Lookin' Up

You may have noticed some fresh new banners installed around town, thanks to your friends on the Roads crew. Newly printed banners are designed to highlight the Town Center area and help create some excitement about the revitalization of this central neighborhood in the near future. Keep an eye out for these stylish new addition to the City's seasonal décor.



Roads

Whose Right of Way Is It Anyway

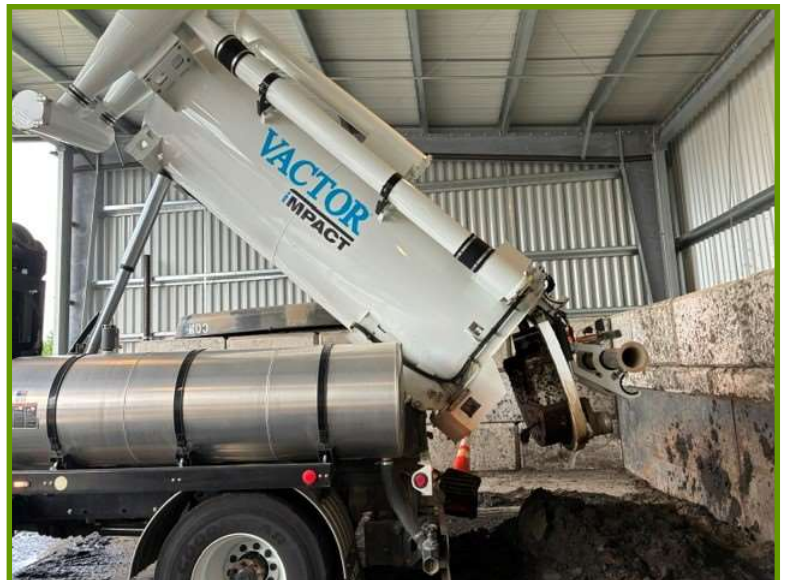
City maintained Right-of-Way structures include landscaped areas that can require year-round attention. Planted with hardy ornamental trees and plants, these medians and bridges require trimming during the rapid growth that accompanies warm weather. Remember, the City does not maintain vegetation for private properties, and City code requires that sidewalks and streets be kept free from vegetation and other debris. Next time you're working in your yard, take a few minutes to ensure that the sidewalks and roadways adjacent to your property are in tip-top shape for pedestrians and cyclists. You can learn more about the City code section 6.208(c) and adjacent owner responsibilities [online](#).



Stormwater

Catch Basin Catch Up

The Stormwater team made a clean sweep of more than 400 catch basins in the month of June. This month's cleanings prevented more than 60 cubic yards of potential pollutants from entering streams and rivers. Once catch basins are vacuumed out using the Vactor truck, the contents are brought back to the Public Works Complex decant facility. The debris is allowed to settle while liquid drains away from the solids. The liquid waste is carried through the wastewater system where it ultimately reaches the Willamette Wastewater Treatment Plant for processing. Once most of the liquid is drained from the solids, they are transported to a disposal facility. As you might imagine, the decant facility can carry a pungent odor, so frequent trips to the disposal facility are a must.



Utilities

The Best Laid Plans

Before construction begins, Utility locates are marked to inform workers of the location of water, wastewater, stormwater and natural gas lines. The Public Works Utilities department provides this marking service for City owned water, wastewater, stormwater and fiber optic lines. Geographic Information System (GIS) data informs these markings and careful attention is paid to accuracy. Despite these markings, accidents do happen and occasionally an asset falls victim to construction work. In instances such as these, Public Works staff work with the construction contractor to address the issue as quickly and safely as possible. Upon arrival at the scene, the Utilities team must notify affected neighboring properties that water service may be temporarily suspended while repairs are made. After shutting down the affected section of the water main, repairs get moving.

As the impacted line is repaired by the contractor, City Utilities staff remain onsite to oversee the work and ensure that all repairs are made according to the City's Public Works Standards. Despite the inconvenience, the repair was made quickly and affected parties experienced only minimal time without water service.



Utilities

Coming In Hot

The Utilities team has also been assisting the City's Engineering department who are performing inspections for several water main taps and the relocation of fire hydrants in the last phase of Villebois construction. Each newly constructed building requires three water taps, also known as hot taps. These connections to the existing water main are called 'hot' taps due to their installations taking place while the water main is active or 'hot'. Each building needs a domestic tap, an irrigation tap, and a fire line tap. Each tap is drilled directly into the city's water main. After the taps are connected, plumbers will run new private water line to a vault where the Utilities department can install the associated meter. The red saddle connection in the image below is where the new fire service connection to the building would be installed. The blue corporation stop (or corp stop) is the primary inline shut-off valve screwed directly into a pressurized municipal water main. The corp stop is where the new building would get its potable or irrigation water from.



Utilities

Do Not Use As Directed

In the past several years, 'flushable' wipes have become a standard in many restrooms. Despite manufacturer's claims, these wipes are not easily broken down and are made of materials that are not suitable for Wastewater Treatment plants.

To be effective for use, the wipes are made with a thick fabric structure, unlike regular toilet paper with a comparatively weak structure. So-called 'flushable' wipes are one of the most common causes for calls to a plumber - even before they reach the city infrastructure. Though convenient, flushing these wipes can cause them to become caught in pipes, sewer lift stations and motor impellers, causing significant damage and increasing the frequency of equipment maintenance. Wipes can also tangle with grease, hair, or other debris, which can lead to large blockages and in extreme cases present the risk of wastewater backup if pipes are badly blocked. If you prefer wipes, please don't flush them, dispose of them with the garbage. The attached [video](#) was produced by the Minnesota Pollution Control Agency and shows just how little breakdown occurs over a few days of wipes being in water.



Remember, trash the wipes and save your pipes!

Facilities

Window of Opportunity

Facility Supervisor Matt Baker and Facility Maintenance Technician Trevor Denfeld took advantage of City Hall being closed for the Juneteenth holiday by replacing three of the 20-year-old roof top HVAC units (RTU's). The units control temperatures in the Council Chamber, Willamette River One, and Willamette River Two meeting rooms.

Mechanical contractors Southland Industries were responsible for supplying the new equipment and scheduling the crane needed to remove the old units and place the new units on curb adapters. Once the units were in place, Southland performed all necessary mechanical work to get the units fastened down and commissioned. Working on a tight deadline with no room for error required detailed planning,

Facilities staff scheduled Eco Electric to disconnect and reconnect the high-voltage power supplied to the units, and Ainsworth to handle controls integration and programming with the City's building automation system. Finally, Matt and Trevor performed safety inspections of the seismic strapping that secure the units to the curbs.

A successful group effort with no disruption to business as usual for City Hall.



Facilities

But Wait, There's More....

Taking advantage of standby time during the HVAC unit install, Matt and Trevor worked alongside Eco Electric to switch out the 20-year-old belt driven exhaust fans adjacent to the RTU's being replaced. The crew utilized the roof top hoist that was installed in previous years to lower the old fans to the ground and lift the new fans to the roof top. Replacing old belt driven fans with new direct drive units eliminates the need to replace worn or broken belts and frequent oiling of bearings on the old units. In addition, the new units are variable frequency drives (VFD) which allows manual fine-tuning of the air flow by adjusting a knob on the units, either speeding up or slowing down the motors. An Ethernet port is also available, which will be used to tie them into the building automation system and possibly be used to alleviate future building pressure issues.



Facilities

Safety Rules!

Robert Todd performs the annual ladder inspections for the Public Works and Parks Maintenance teams. Robert collects over 90 ladders each year, pressure washes them, inspects them for defects, and applies new warning stickers when necessary. Once the inspections are complete, Robert documents the condition of each ladder and notifies the responsible party when he removes one from service. When a ladder is deemed unsafe, Robert saws it in half and disposes of it in the dumpster. This ensures that someone doesn't come along and dig the ladder out of the dumpster thinking that it is safe to use. Shown below is an example of a ladder that will be removed from service and disposed of.





2026

JUNE Report Transit/Fleet

I've heard it said that "character counts." What is character? According to Merriam-Webster, character is defined as "a distinguishing attribute or feature." I would argue that a person's character is their map to life; it tells us where they have been, and more importantly, where they are going. Dr. Martin Luther King, Jr. had a dream that is "four little children would one day live in a nation where they will not be judged by the color of their skin, but by the content of their character."

So, are we born of good character or is good character developed? There are convincing arguments to support both theories. I, however, am in the camp of Greek Philosopher Heraclitus. He believed that "good character is not formed in a week or a month. It is created little by little, day by day. Protracted and patient effort is needed to develop good character."

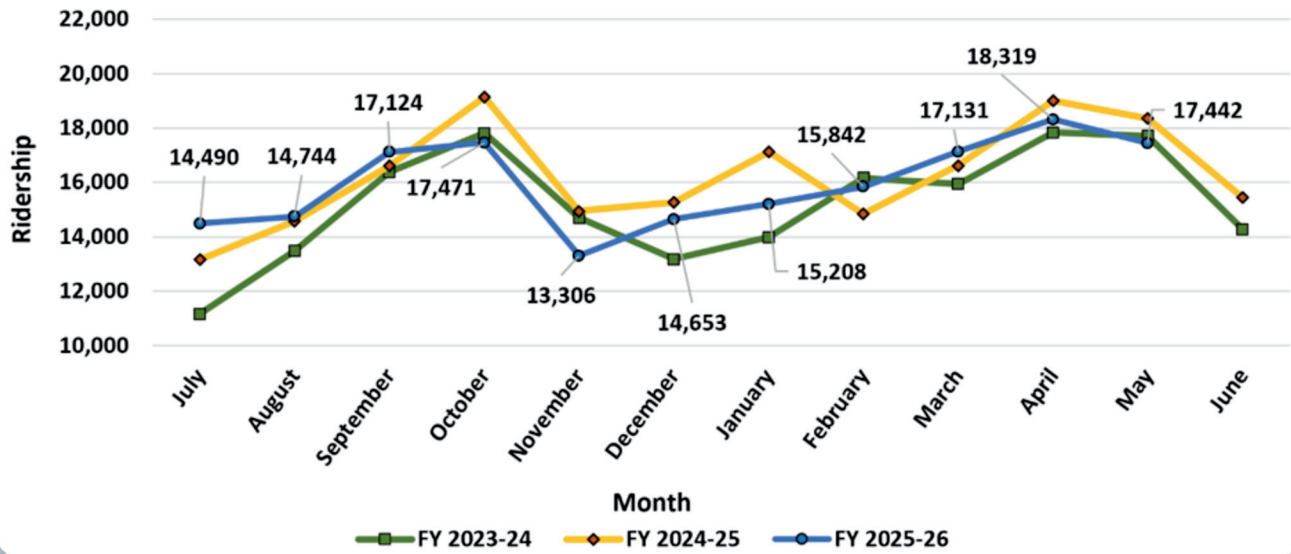
Dwight Brashear
Transit Director



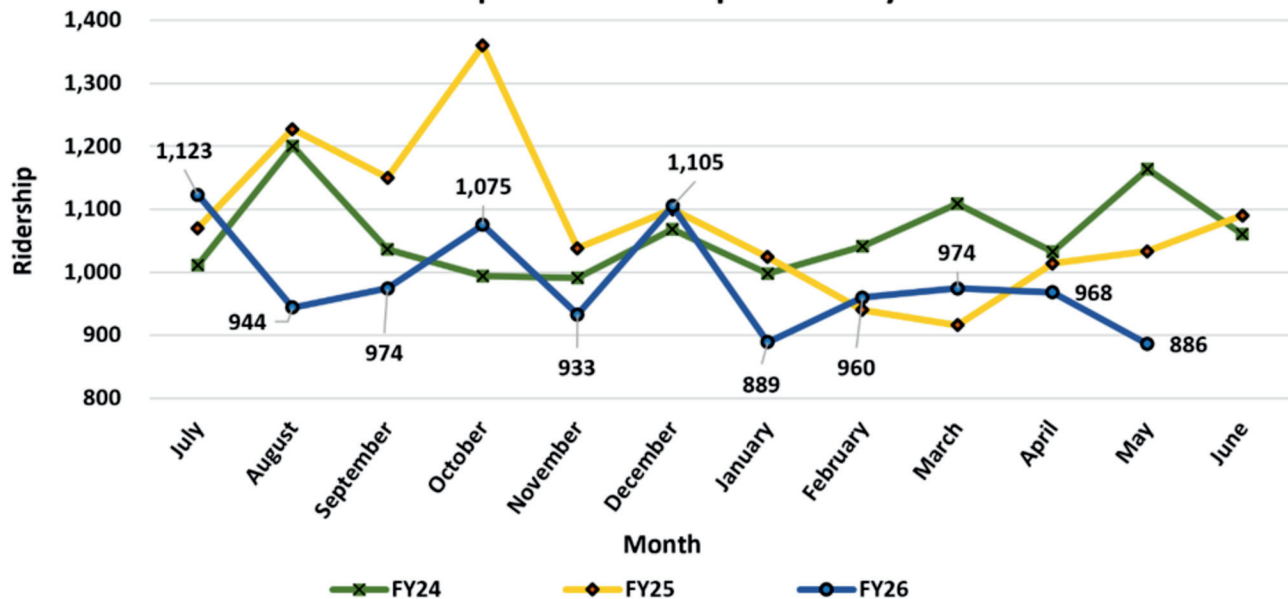
RIDERSHIP TRENDS

Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



OPERATIONS

Diana Kotler

June 2026 is an inaugural month for SMART's new Route 10X service to Clackamas Town Center. Ridership on the route has been strong, with SMART providing 1,036 rides to date. As awareness of the service continues to grow, we anticipate even greater ridership in the months ahead.

On May 21, SMART opened its Welcome Transit Center to the public. Staffed by three Customer Service Representatives, the Welcome Transit Center serves as a one-stop resource for regional transit information and trip planning. Whether a rider is traveling by WES to Beaverton or needs assistance planning a multimodal trip to Portland I Airport (PDX), our Customer Service Representatives are available to help make those journeys possible.

In addition to in-person assistance, customers can access real-time information through four digital monitors located within the transit center. These displays provide updates on City of Wilsonville public meetings, library services, parks and recreation events, SMART transit services, and Ride Clackamas transportation options, helping riders stay informed about the many resources available in our community.

SMART's zero emission electric trolley is a popular addition to our fleet and is in daily service along Wilsonville Road. In celebration of Juneteenth, SMART offered trolley rides to Wilsonville residents along Boeckman Bridge and Town Center Park.



FLEET SERVICES

Scott Simonton

Fleet Services achieved EcoBiz certification. EcoBiz is a program administered through the Dept. of Environmental Quality (DEQ) to help businesses operate in a more environmentally friendly manner. They concentrate mainly on automotive service shops and landscape contractors. Our shop had already implemented most of their recommended best practices, so the process was relatively seamless. After verifying our practices involving handling of waste, types of chemicals used, cleaning practices, etc., a representative from

DEQ inspected the facility. DEQ did not have any requested changes, and we were granted the certification.



COMMUTE OPTIONS

Michelle Marston

June was Transit Month! The June Transit Month Challenge encouraged residents across Clackamas, Multnomah, and Washington counties to try public transit, save money on transportation, and compete for prizes.

Participants logged transit trips through Get There Connect throughout June for chances to win weekly and grand prizes, while exploring regional services including SMART, TriMet bus, MAX, WES, and Portland Streetcar. The challenge successfully promoted transit use and increased awareness of affordable, sustainable travel options. This challenge had over 500 participants.



GRANTS & PROGRAMS

Kelsey Lewis



SUMMER ADVENTURE

Parks & Green Places, & more

walk, bike, relax,
and enjoy the
great outdoors

**Adventure is just a
BUS RIDE away!**

all the places you can go with SMART

Now is a great time to try taking the bus, walking, or biking to a place you or your family members might normally drive to in a private vehicle. Have you tried our new bus routes to Woodburn or Clackamas Town Center yet? What about the bored teenager you know? Did you know SMART is offering extended bus service to several City events this summer, like Music in the Park and Party in the Park? Even a walk or roll to your nearest park instead of a drive allows you to experience your neighborhood more fully, because you can stop and look around, take a breath, and move at your own pace. We invite you (and challenge you!) to try it this summer.

In the transportation realm, summertime brings with it a change in traffic patterns. With the end of the school year, there is a sudden decrease in trips in the morning and afternoon to school, along with an increase in longer-distance trips, usually on major highways, as people visit destinations in good weather. Why does this matter in Wilsonville? It is an opportunity to change transportation choices. While it might seem most relevant to our young people whose schedules are the most changed during these summer months, it is relevant for the whole community as there are so many more events happening in the summer and more hours of light in which to enjoy them.



Clackamas Town Center

It's all about the journey...

10X every 60 minutes from WTC

all the places you can go with SMART

SAFE ROUTES TO SCHOOL

Wyle O'Neill

During June, SMART Safe Routes to School wrapped the final Autumn Park Walking School Bus for the school year, while the Lowrie Bike Bus celebrated its final and largest ride yet in terms of student participation, demonstrating growing enthusiasm for biking to school and the positive impact of consistent encouragement and community support.

Safe Routes also hosted the Ride with Pride, bringing community members together through a community bike ride to the Wilsonville Pride celebration. The event provided an opportunity to promote biking as transportation and safe routes while fostering community connection and inclusivity.

Also in June, we led a week of Learn-to-Ride Bike Clinics, helping youth develop the skills and confidence needed to ride independently and safely. These clinics continue to serve as an important entry point for new riders and families interested in active transportation.

This month also marked the launch of the first-ever Bike Discovery Day Camp. Participants spent the day exploring Wilsonville by bike, building riding skills, learning bicycle safety and maintenance, while connecting with their peers. The camp was a tremendous success, receiving positive feedback from participants and families, and demonstrated strong interest in expanded youth bicycle programming within the community.

Now that we are in peak summer, staff have also begun summer outreach efforts focused on helping community members get where they need to go using SMART transit and/or active modes. Outreach events included the Wilsonville Pride Celebration, Juneteenth Celebration, and the Wilsonville Public Library's Thursday Fun Show series. These events provided opportunities to engage residents, share transportation resources and encourage people to 'Ride SMART'.



Quarterly Update - Council Work Plan 2025-2027			
Goal 1: Financial Health			
Project	Staff Lead	FY 2025-26 Quarter 4 Update (April - June 2026)	Anticipated Next Steps
Outcome: Explore cost savings/efficiencies and alternative revenue options for sustainable fiscal health			
(1) Strategy: Analyze and quantify possible increased revenue generation options, including standardized indexing for all fees, increasing privilege tax percentages, and possible police levy with estimates of revenue generated	Katko	Staff is in the early stages of developing a comprehensive General Fund Fiscal Sustainability Plan focused on achieving long-term financial stability. The plan will evaluate a balanced approach that includes revenue enhancement opportunities, strategic expense management, and service-level adjustments.	As part of a mid-year budget review anticipated in late January or early February, staff expects to reconvene the Budget Committee and present a range of potential revenue measures, expenditure reductions, and service-level adjustments for Council consideration. At its core, this effort is about aligning community expectations for services with a sustainable financial framework
(2) Strategy: Analyze and quantify possible cost-saving options, including reclaimed water for parks irrigation; strategic energy management within city facilities; targeted outsourcing; organizational efficiencies; level of service reductions	Katko	This goal is included in the above strategy (1).	
Quarterly Update - Council Work Plan 2025-2027			
Goal 2: Public Safety			
Project	Staff Lead	FY 2025-26 Update (April - June 2026)	Anticipated Next Steps
Outcome: Streamline response to code enforcement challenges			
(1) Strategy: Investigate enforcement solutions for RVs (and examine abandoned vehicle define in code)	Guile- Hinman	On April 20, 2026, City Council held a public hearing and first reading on Ordinance No. 902 to amend the Wilsonville Code to establish a 48-hour limit for parking on city streets. The second reading was held on May 4, 2026. The Ordinance went into effect July 1, 2026. Staff provided information to the community of the change via the June 2026 Boones Ferry Messenger and social media.	Project Complete

(2) Strategy: Update Chapter 1 code enforcement process and penalties (incl. admin process instead of police citation)	Guile- Hinman	Staff has been compiling updates to various chapters in the Wilsonville Code in anticipation of updates to Chapter 1.	Internal stakeholder meetings are scheduled for the week of July 27, 2026. A Planning Commission work session to introduce the topic and possible updates to Chapter 4 is scheduled for August 12, 2026. The next City Council work session on this item is scheduled for August 17, 2026.
(3) Strategy: Update Nuisance code provisions, with particular review of noxious vegetation, property appearance, noise, and other chronic nuisances	Guile- Hinman	At its June 15, 2026 work session, the City Council reviewed proposed updates to the nuisance provisions within Chapter 6 of the Wilsonville Code.	Staff will present an Ordinance to amend Chapter 6, consistent with the proposed revisions presented at the June 15, 2026 work session, contemporaneous with the proposed updates to Chapter 1 and other Wilsonville Code provisions concerning code enforcement. These ordinances are currently slated for a public hearing and first reading at the November 2, 2026 Council meeting.
(4) Strategy: Investigate developing a graffiti enforcement/reward program	Guile-Hinman	On April 6, 2026 Resolution 3260 Of The City Of Wilsonville Establishing Graffiti Abatement Programs was approved by the City Council.	Project Complete
(5) Strategy: Review Clack Co administrative warrant process and consider whether City should adopt a similar local process	Guile-Hinman	The City Council reviewed Clackamas County's administrative warrant process. The City Council directed staff to provide a similar local process for consideration in November 2025. The City Council adopted Ordinance No. 900, creating a process for City staff to seek, obtain, and execute administrative warrants in Municipal Court on December 1, 2025.	Project Complete
Outcome: Expand on-the-ground mental health resources to support community			

(6) Strategy: Develop pilot program for contracted peer support specialist	Guile-Hinman	On June 16, 2025, the City Council adopted Resolution No. 3202 authorizing this pilot program. Other than future project evaluation, this Strategy and Outcome have been completed.	Project Complete
Evaluate rental inspection program			
(7) Strategy: Undertake comparative analysis of other cities' rental inspection programs	D. Carlson	Building Official provided any analysis of rental inspection programs at the January 22, 2026 City Council work session. Based on the presentation, no further action is needed on this project.	Project Complete
(8) Strategy: Investigate developing a local Rental Inspection Program and related funding for program support	D. Carlson	Building Official provided any analysis of rental inspection programs at the January 22, 2026 City Council work session. Based on the presentation, no further action is needed on this project.	Project Complete
QUARTERLY UPDATE - COUNCIL WORK PLAN 2025-2027			
Goal 3: Parks			
Project	Staff Lead	FY 2025-26 Update (April - June 2026)	Anticipated Next Steps
Outcome: Maintain existing maintenance levels of service with upcoming expansion (approx. 30 acres)			
(1) Strategy: Educate about capital improvement projects from master plans and parks bond task force work and established maintenance standards from P&R MP	Big John/ Rymer	No updates.	Information will be used in capital replacement planning and future budget forecasts.
(2) Strategy: Hire staff for future park/trail maintenance about to become responsibility of City	Big John/ Rymer	No updates.	The Parks Departmentcontinues to work with the maintenance team to enhance teamwork, build capacity, implement new work processes, and revise schedules to maximize existing resources and improve service levels.

(3) Strategy: Evaluate maintenance fee to fund maintaining current parks level of service	Big John/ Rymer	No updates.	The new City Manager has determined that it is prudent to conduct a comprehensive financial analysis before making any recommendations, including a potential park fee. This process will occur over the next fiscal year.
QUARTERLY UPDATE - COUNCIL WORK PLAN 2025-2027			
Goal 4: Communications and Engagement			
Project	Staff Lead	FY 2025-26 Update (April - June 2026)	Anticipated Next Steps
Outcome: Community understands Town Center Plan, Urban Renewal, and other funding sources for infrastructure through engagement to inform Council direction			
(1) Strategy: Hire consultant to develop and conduct education and outreach campaign on Town Center Plan, Urban Renewal, and other infrastructure funding sources	Troha/ Mombert	The city began communications in June with the launch of a new Town Center website. Articles were prepared for the Boones Ferry Messenger and Wilsonville Living and submitted for publication in July.	Continue to provide clear communication regarding the Town Center Plan to community members July - November 2026.
(2) Strategy: From outreach campaign, if specific areas of interest to review/reevaluate, develop strategy for such review to occur with specific policy recommendations as outcome	Troha/ Guile-Hinman	The task force recommended the waiver be paused. The City Council paused the waiver process, limiting heights in Town Center to 2 -5 stories. The Council also removed the I-5 Pedestrian Bridge from the list of possible urban renewal projects due to community concerns.	
Outcome: Evaluate and improve online engagement tools to expand audience and reach			
(3) Strategy: Develop system(s) for tracking information/measures of success for different policies (e.g., tourism, housing)	Evans	Annual Report was developed including the statistics prepared last quarter.	
(4) Strategy: Consider re-establishing/reimagining internal communications group	Evans	No updates.	

(5) Strategy: Review and evaluate outreach best practices for consistency and reach	Evans	No updates.	
(6) Strategy: Provide education on current communication strategies/opportunities (incl. recommended outreach policies reviewed by DEI Committee)	Evans	Opportunities to participate in local government were included in recent issues of Boones Ferry Messnager and included in the Annual Report.	