



CITY COUNCIL AGENDA

December 15, 2025 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@wilsonvilleoregon.gov

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

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

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Housing Statutory Compliance \(Rybold\) \[30 min\]](#)
- B. [Public Safety Project Update – Community Outreach on Alternative RV Policies \(Guile-Hinman/Young\) \[30 min\]](#)

ADJOURN [6:10 PM]

Break to switch Zoom accounts [10 min.]

EXECUTIVE SESSION [6:20 PM]

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

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

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, December 15, 2025 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on December 2, 2025. 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. Boards/Commission Appointments/Reappointments

COMMUNICATIONS [7:15 PM]

6. American Public Works Association (APWA) Oregon Project of the Year (Weigel/Krashaur) [15 min]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:30 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 [7:45 PM]

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

CONSENT AGENDA [8:05 PM]

11. [Resolution No. 3220](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute Task Order No. 1 To The Goods And Services Contract With Andersen Pacific Inc. For Replacement Of The Town Center Water Feature. \(Rymer\)](#)

12. [Resolution No. 3228](#)

[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 Miley Road Stormwater Improvements Project \(Capital Improvement Project No. 7071\). \(Rogers\)](#)

13. [Minutes of the December 1, 2025 City Council Meeting. \(City Recorder\)](#)

NEW BUSINESS [8:10 PM]

14. [Employment Agreement, City Manager Pro Tem \(Villaqrana\)](#)

15. [Employment Agreement Amendment, City Attorney \(Villaqrana\)](#)

16. [Employment Agreement Renewal, Municipal Court Judge \(Katko\)](#)

17. [Resolution No. 3219](#)

[A Resolution Of The City Of Wilsonville Adopting The 2026 Republic Services Rate Schedule For Collection And Disposal Of Solid Waste, Recyclables, Organics, And Other Materials. \(Guile-Hinman\)](#)

18. [Resolution No. 3231](#)

[A Resolution Of The City Of Wilsonville Authorizing Sole-Source Equipment Procurement For The Wastewater Treatment Plant Backup Ultraviolet System Replacement Project \(Capital Improvement Project #2109\). \(Nacrelli\)](#)

CONTINUING BUSINESS [8:55 PM]

PUBLIC HEARING [8:55 PM]

19. [Resolution No. 3229](#)

[A Resolution Establishing And Imposing Just And Equitable Sewer User Fees And Repealing Resolution No. 2325 And Resolution No. 1987. \(Weigel\)](#)

20. [Resolution No. 3230](#)

[A Resolution Establishing And Imposing Just And Equitable Stormwater User Fees And Repealing Resolution No. 2507 And Resolution No. 2353. \(Weigel\)](#)

CITY MANAGER’S BUSINESS [9:25 PM]

LEGAL BUSINESS [9:30 PM]

ADJOURN [9:35 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

**AN EXECUTIVE SESSION WILL
IMMEDIATELY FOLLOW THE WORK SESSION**

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting Kimberly Veliz, City Recorder at 503-570-1506 or cityrecorder@wilsonvilleoregon.gov: assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025		Subject: Housing Statutory Compliance	
		Staff Members: Kimberly Rybold, AICP, Senior Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Housing Production Strategy	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff will provide an update on the Housing Statutory Compliance project and seek City Council direction on implementation options for Development Code amendments.

EXECUTIVE SUMMARY:

In June 2025, City Council adopted the Housing Production Strategy (HPS), a document required for the City's continued compliance with Statewide Planning Goal 10 (Housing). The HPS includes seven actions the city will pursue over the next six years to help address Wilsonville's unmet housing needs. Among these is Action C, Evaluate Use of Administrative Review Processes for Residential Development, which would update the City's land use review process for residential development to process most land use applications administratively via the Class II review process. In the 2025 Session, the Oregon Legislature passed Senate Bill (SB) 974 requiring cities and counties to issue decisions without a public hearing on certain residential development applications, including Wilsonville's most common residential land use applications. This statutory requirement overlaps with HPS Action C. The City will undertake these Development Code amendments under a two-part effort, the Housing Statutory Compliance Project. Development Code amendments related to Part 1 of the project must be effective by July 1, 2026.

At the October 20 work session, staff provided City Council with background information on the City's current land use review process for new residential development and highlighted work that will guide the City's decisions about land use review process updates. At this work session, the project team will share the results of the Development Code Audit Memo (Attachment 1) prepared by 3J Consulting that is intended to help the City determine how to best implement HPS Action C while meeting the requirements of SB 974. This memo identifies statutorily required changes to the Development Code resulting from SB 974, and where additional updates would best implement HPS Action C while maintaining a clear, consistent, and transparent land use review process for related application types. While the required changes will result in residential land use applications for Planned Development, site-specific Zone Map amendments, and variances being reviewed and approved administratively, the memo also identifies areas where additional direction is desired from Planning Commission and City Council to determine the City's preferred process updates consistent with HPS Action C. These areas include the following:

- **Annexation** – SB 974 does not require updates to the current annexation process for residential development. To best implement HPS Action C, the City could pursue two options:
 - Adoption of an expedited hearing process for residential development similar to what is used in Coffee Creek, where a public hearing on the annexation request is scheduled at City Council once a land use application is deemed complete. This reduces the number of required public hearings from two to one, allowing for all related land use applications to be approved and effective approximately one month sooner.
 - Adoption of Metro's Expedited Decision process for residential annexation requests. For qualifying applications where 100 percent of property owners and at least 50 percent of the electors, if any, consent to the request, the annexation request can be reviewed and approved administratively without a public hearing. While there are minor differences in the required noticing period, this could be processed concurrently with other related land use applications.

For consistency with established City processes, *staff recommends adoption of Development Code updates establishing an expedited hearing process for residential development applications consistent with annexations in the Coffee Creek Industrial Design Overlay District.*

- **Comprehensive Plan Map Amendments** – SB 974 does not require updates to the current process for residential Comprehensive Plan Map Amendments. To implement HPS Action C, the City could pursue adoption of an expedited hearing process similar to what was adopted in Coffee Creek, where a public hearing on the Comprehensive Plan Map amendment request is scheduled at City Council once a land use application is deemed complete. This would reduce the number of required public hearings from two to one, allowing for all related land use applications to be effective approximately 2-4 weeks sooner. Since the vast majority of the City’s residential land use applications do not require Comprehensive Plan Map amendments, including applications in the City’s new urban growth areas, this would only apply in limited circumstances within the City where an applicant seeks additional density beyond what is currently planned, or where an applicant requests a change from a non-residential to a residential Comprehensive Plan Map designation. As decisions on these Comprehensive Plan Map amendments require a review of detailed findings in support of the Comprehensive Plan Map amendment and involve a high level of discretion, *staff recommends retention of the existing review process for quasi-judicial Comprehensive Plan Map amendments associated with residential development.*
- **Other Residential Land Use Applications** – Site Design Review, Tentative Subdivision Plats, and Type C Tree Removal and Protection Plans are not directly affected by SB 974. To best implement HPS Action C, these application types could continue to be reviewed concurrently with other related Planned Development applications, also shifting to a Class II administrative review process, similar to the approach taken in Coffee Creek. *Staff recommends adoption of Development Code amendments implementing this approach.*
- **Mailed Notifications** – To comply with statutory requirements in SB 974 and ORS 197.195, the City will need to modify the public notice period for Class II administrative land use reviews from 10 days to 14 days. SB 974 also requires a minimum notification radius of 100 feet, consistent with statutory requirements for administrative land use reviews and quasi-judicial public hearings. For reduced legal risk and consistency with state statute, the City could modify the notification radius for quasi-judicial hearings from 250 feet to 100 feet. *Staff recommends adoption of Development Code amendments implementing this approach.*
- **City Board Roles** – By modifying the review process for residential development applications to a Class II administrative review, the overall volume of applications subject to DRB review and approval could drop by approximately 20-30 percent. As DRB meetings are typically cancelled when there are no agenda items, there likely will not be enough

application volume to support having two DRBs going forward. To ensure effective use of community volunteers' time, the City could consider the following approaches:

- Keep one DRB to review land use applications that remain subject to a quasi-judicial land use review process, including appeals of Class II administrative decisions; or
- Eliminate the DRB and place all quasi-judicial public hearings and decisions with the Planning Commission. This may require adding a second meeting per month if application volume warrants it.

Staff recommends adoption of Development Code amendments implementing one of these two approaches.

Discussion Questions

- Does City Council agree with staff's recommendations? What additional information should be considered in preparing draft Development Code amendments?
- Based on these recommendations, are there updates to the administrative review thresholds for other uses that should be considered with this Development Code amendment process?

EXPECTED RESULTS:

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

TIMELINE:

The project team presented the Code Audit Memo to Planning Commission at a work session on December 10. Feedback received from these work sessions will inform the draft Development Code amendments, which will be presented to Planning Commission and City Council at work sessions in March 2026. Completion of Part 1 of the Housing Statutory Compliance Project must occur by July 1, 2026, with a Planning Commission public hearing on the Development Code amendments scheduled in April 2026.

CURRENT YEAR BUDGET IMPACTS:

Planning's Professional Services budget will cover project expenditures occurring prior to execution of a grant agreement with Department of Land Conservation and Development (DLCD). The majority of the project costs will be covered by a \$120,000 DLCD grant throughout fiscal year (FY) 2025-26 and FY 2026-27.

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 early 2026 to inform the community and gather feedback on the Development Code amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Implementation of HPS Action C will enable the City to develop a clear and predictable

development review process for residential development that continues to allow for and respond to public input while avoiding the confusion of City Code that is superseded by conflicting state statute.

ALTERNATIVES:

Failure to complete the mandated updates by the statutorily required deadlines will expose the City to legal risk if affected residential land use applications are not processed consistent with state law. If the City does not implement HPS Action C, it will have to select an alternative action meeting similar housing production goals at the time of the HPS Midpoint Report in 2028.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Development Code Audit Memo – December 3, 2025

TO: City of Wilsonville

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

RE: Development Code Audit Memo
Housing Statutory Compliance Report

DATE: December 3, 2025



Background and Context

In June 2025, City Council adopted the Housing Production Strategy (HPS), a document required for the City's continued compliance with Statewide Planning Goal 10 (Housing). The HPS includes seven actions the City will pursue over the next six years to help address Wilsonville's unmet housing needs. Among these is Action C, Evaluate Use of Administrative Review Processes for Residential Development, which would update the City's land use review process for residential development to process most land use applications administratively via the Class II review process.

In an effort to promote the development of a variety of housing types throughout the state, the Oregon Legislature passed Senate Bill (SB) 974 in the 2025 Session. Sections 2-5 of this bill require cities and counties to issue decisions without a public hearing on certain residential development applications, including Wilsonville's most common residential land use applications. This statutory requirement overlaps with HPS Action C.

This Code Assessment Memo has been prepared as a guide to help the City determine how to best implement HPS Action C while meeting the requirements of SB 974. This memo identifies statutorily required amendments to the Development Code resulting from SB 974, and where additional amendments would best implement HPS Action C while maintaining a clear and transparent land use review process.

A detailed inventory of City Code sections subject to SB 974 and/or Wilsonville HPS Action C is included with this memo. This inventory is meant to support discussion of preferred code updates and provide a framework for an update to the Development Code.

Typical Residential Application Types and Review Processes

Development permit applications in Wilsonville generally fall under one of three review processes:

- **Class I Administrative Review** – Applications are processed as ministerial decisions made by the Planning Director without public hearing or public notice and are not subject to appeal or call-up. These decisions do not involve discretion on the part of the Planning Director and include applications that verify compliance with prior development approvals.
- **Class II Administrative Review** – Applications are processed as administrative decisions by the Planning Director, with public notice, subject to appeal or call-up by the Development Review Board (DRB). These decisions may involve limited discretion on the part of the Planning Director

but generally involve application of clear and objective development standards. This process is used for minor modifications to previously approved development plans, as well as for applications for new development in the City's Coffee Creek Design Overlay District.

- **Class III Quasi-Judicial Review** – Applications are processed as quasi-judicial decisions by the DRB, with public notice and a public hearing, subject to appeal or call-up by City Council. This is the City's current land use review process for applications associated with new development, including residential land use applications. State law requires the use of clear and objective standards for residential development; however, applicants may choose to request discretionary waivers to certain development standards subject to DRB review and approval. Final decisions on applications for annexation, Comprehensive Plan Map amendments, or Zone Map amendments are made by City Council.

The provisions of SB 974 are applicable to the development of housing. The goal of SB 974 is to increase housing production in cities throughout the state by making it quicker and easier to obtain local approval of residential development applications. SB 974 aims to meet this goal by amending the regulatory framework applicable to residential development applications and prioritizing efficiency in areas planned for or zoned for residential development. To do this, SB 974 requires cities to review residential land use applications in a manner similar to limited land use decisions (ORS 197.195). A limited land use decision is one that is made administratively (without a public hearing) and is based on specific criteria and standards. Per ORS 197.195, a limited land use decision process requires public notice to be mailed to all owners of property within 100 feet of the subject property to allow for a 14-day comment period. A public hearing may be conducted for an appeal of a limited land use decision.

In Wilsonville, there are several application types and review processes that are affected by the provisions of SB 974 or recommendations of HPS Action C:

- Planned Development Process

Section 3 of SB 974 requires the City to make an initial decision on a Planned Development application without a hearing through an administrative review process. The City may hold a public hearing on appeal of the initial decision. Wilsonville's Planned Development process requires four distinct phases, which are typically reviewed concurrently, but may be applied for separately at the applicant's discretion:

- 1) Zone Map Amendment (and concurrent Comprehensive Plan Map Amendment if needed)
- 2) Stage I Preliminary Plan (review of land uses)
- 3) Stage II Final Plan (review site function and layout), and
- 4) Site Design Review (review of design and materials).

To comply with SB 974, the City should update the procedures such that the Stage I Preliminary Plan and Stage II Final Plan for residential development are each a Class II administrative review. This would also include review of any requested waivers to development standards that are included in the Planned Development Review criteria, as these are evaluated with Stage II Final Plan applications.

Converting the two stages of Planned Development (PD) review for residential development to administrative reviews will have some impact on review process and timelines. While the process of reviewing applications against the relevant Development Code criteria and making findings will remain the same, decisions will be issued upon completion of this review, shortening the overall review timeline. Any appeals of an administrative decision on a Stage I Preliminary Plan or Stage II Final Plan would be reviewed through a public hearing before the DRB.

- Comprehensive Plan Map and Zoning Map Amendments

Comprehensive Plan Map and Zone Map Amendments are decisions of the City Council. In the case of a quasi-judicial map amendment, the DRB conducts a public hearing and makes a recommendation to the City Council. For legislative amendments, Planning Commission conducts a public hearing and makes a recommendation to the City Council.

SB 974 requires residential Zone Map Amendments that result in an increase in density to be administrative decisions issued without a public hearing. The bill is not clear in how to determine an “increase in density”, but this has been interpreted by the state’s Housing Accountability and Production Office (HAPO) to mean:

- An increase in the total number of permitted housing units
- A change to the types of housing units permitted
- A decrease in the overall minimum lot size
- A reduction in development standards that limit density, such as maximum building height or FAR or minimum setbacks or off-street parking

To comply with SB 974, the City should update the Zone Map Amendment process to allow an administrative review, without a public hearing, for residential Zone Map Amendments that increase density. Even without a public hearing, SB 974 specifies that the City continues to send a Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD).

A Comprehensive Plan Map Amendment is occasionally needed with a Zone Map Amendment. Comprehensive Plan Map Amendment is not included in the provisions of SB 974. The instances in Wilsonville where a Comprhensive Plan Map Amendment would be needed prior to (or concurrent with) a Zone Map Amendment for a residential property that increases density are limited primarily to infill development. The City is not required to update its process for review of a Comprehensive Plan Map Amendment. However, the City has precedent of using an expedited hearing process whereby all Comprehensive Plan Map Amendments in the Coffee Creek Industrial Design Overlay District are reviewed only by City Council without a prior hearing and recommendation from the DRB.

The City should consider applying its expedited hearing process to residential Comprehensive Plan Map Amendments that increase density. This would support implementation of Wilsonville’s HPS Action C.

- Tentative Subdivision Plat

The subdivision of land in Wilsonville, which results in the creation of more than three lots, is currently processed through a Class III quasi-judicial land use review with a public hearing at the DRB. Partitions, which create three or fewer parcels, are processed as Class II administrative decisions. ORS 197.195(12) identifies “a tentative subdivision or partition plan” as a limited land use decision that does not require, but can allow for, a public hearing process.

Though not a specific requirement of SB 974, Wilsonville HPS Action C would support the recommendation to make subdivisions of residential land a Class II administrative decision without a public hearing. Subdivisions are most often associated with residential uses that involve land use applications subject to the requirements of SB 974. In addition, subdivisions are subject to clear,

numerical design standards that do not require decision-maker discretion. This process change to an administrative decision would allow for continued concurrent review of tentative subdivision plat applications with other residential land use applications requiring a Class II administrative review process.

- Site Design Review

All Planned Development applications require Site Design Review as the fourth review phase, which for residential development focuses on elements such as street trees and open space. Residential structures in residential zones are exempt from Site Design Review, unless requesting a waiver to one of the applicable clear and objective design standards (mixed-use residential structures are not exempted) for residential structures in residential zones found in Section 4.113 of the Code. Like subdivisions, “site [design] review” is listed as a limited land use decision in ORS 197.015(12). Because SB 974 requires updates to the Planned Development review process, updating the process for residential Site Design Review to a Class II administrative decision without a public hearing would allow for continued concurrent processing of all application components, consistent with the intent of HPS Action C.

- Variance

Variances are identified in Section 4.196 of the Code as granted by the DRB. SB 974 specifically requires variances to residential development standards to be processed as administrative decisions without a public hearing.

To comply with SB 974, the City should update the code to make variances to residential development standards a Class II administrative decision without a public hearing.

- Annexation

Annexations are not addressed by SB 974. However, reducing review process and timelines for annexation of residential land would support implementation of Wilsonville Housing Production Strategy Action C. Because Wilsonville is in Metro’s jurisdiction, annexations to the City are subject to Metro Code Chapter 3.09 Local Government Boundary Changes. The provisions of Chapter 3.09 permit an expedited decision without a public hearing, assuming the petition includes written consent of one hundred percent of property owners and at least fifty percent of the electors, if any, within the affected territory.

The City currently uses two public hearings to process an annexation. The preliminary hearing (with the DRB for quasi-judicial requests or the Planning Commission for legislative requests) is used to make a recommendation to City Council, the City’s annexation decision-making body. For annexation into the Coffee Creek area, annexation requests are sent directly to City Council.

The City should consider updating its annexation standards to send residential annexation requests directly to City Council, consistent with the current process for Coffee Creek Industrial Design Overlay District. Additionally, the City could decide to codify the expedited decision procedure by Metro, allowing an application for annexation of residential land to be processed without a public hearing (assuming consent thresholds are met). Both would reduce timelines for annexation of residential land, supporting the implementation of HPS Action C.

- Type C Tree Removal and Protection Plan

A Type C Tree Removal and Protection Plan is currently required for any tree removal associated with a site plan or plat that is reviewed by the DRB, as well for site development applications subject to a Class II administrative review process in the Coffee Creek Industrial Design Overlay District. Similar to other residential development standards, tree removal standards associated with residential development must be clear and objective. While not required by SB 974, in alignment with the goal of increasing housing production of Wilsonville HPS Action C, the City should consider changing the review process for Type C Tree Removal and Protection Plans associated with residential development to a Class II administrative review process, similar to site development applications in Coffee Creek.

Appeals Process

SB 974 specifies that a public hearing may be conducted for an appeal of an administrative decision affecting a residential development process. The City currently processes appeal of an administrative Class II decision through an appeal hearing before the DRB. The provisions of SB 974 do not require a change to the City's appeal process for development decisions processed as a Class II administrative review.

Noticing Process and Options for Public Awareness of Residential Development Applications

SB 974 and ORS 197.195 are very specific about public notice for limited land use and similar actions. The noticing buffer from the subject site is 100 feet and the timeframe for comment is 14 days. Wilsonville's current notice processing standards call for a 250-foot buffer and a 10-day period for submittal of comments for a Class II review. The City's public notice period is longer for applications requiring public hearings (20-40 days), using the same 250-foot radius.

The current noticing procedures are intended to notify neighboring landowners of the opportunity to participate in the review and decision-making process for an application. The public notice procedures in ORS 197.195 are geared more toward notifying neighboring landowners of an action that is taking place, and less toward an opportunity to participate. This difference is based on the premise that the proposed limited land use actions will be reviewed and approved based on only clear and objective standards, without the use of discretion.

The City currently uses other notification methods not specified in the Development Code to build awareness of land use applications and public hearings, including site postings, newspaper notices, and detailed application information on the City's Projects Around the City webpage. While unrelated to any required Development Code edits, the City should consider how these tools can be used during Class II administrative reviews of new development.

Consistent public notice procedures reduce confusion for land use applicants, staff and the public. For consistency, the city should consider amending the public notice buffer radius to 100 feet for all land use submittals. SB 974 requires a 14-day comment period for all residential land use submittals. The city's current notice processing standard of 10 days should be changed to 14 days for compliance with state law.

Development Review Board Role

The City currently utilizes two DRBs, with each board meeting monthly, to review all Class III and IV quasi-judicial applications. The DRB makes decisions on Class III applications (such as variances, site design reviews and planned developments) whereas the DRB makes recommendations to City Council on Class IV applications (such as zone changes and annexations). Whereas, the Planning Commission reviews all Class IV legislative applications (such as Comprehensive Plan and Development Code text amendments) and makes recommendations to the City Council. The Planning Commission meets monthly to discuss the City's legislative land use matters.

Many cities use a single Planning Commission as both the legislative and quasi-judicial review authority. There is some benefit to having the same body that is implementing the City's legislative land use policy also applying that implemented policy directly to submitted applications. In addition, the changes to review procedures required by SB 974 and supported by Wilsonville HPS Action C will reduce the number of applications coming to a public hearing before the DRB for review.

Based on the information above, the City should consider whether they will:

1. Keep the DRB structure as-is with two review bodies;
2. Keep one DRB for all eligible quasi-judicial reviews; or
3. Eliminate the DRB and place all quasi-judicial decision-making and legislative recommendations with the Planning Commission (possibly requiring two meetings per month).

Land Use Application Fee Structure

Wilsonville's Planning Division Fees should be evaluated in light of any changes made to review procedures to ensure they are reflective of the staff time required to process applications. Presently, applications in the Coffee Creek Industrial Design Overlay District, which are generally Class II reviews, are charged the standard application-based review fees because the staff review time and resources are generally about the same as a DRB review as opposed to a Class II review of a minor modification to an approved land use plan. There are costs associated with a public hearing, with administration and project review staff needed for each public meeting. In light of this, the City could consider separating out plan review fees from hearing fees or charging a new standalone fee if a public hearing is involved.

Recommendations Summary

When considering the recommendations of HPS Action C, the City has an opportunity to refine the land use review process for residential development while ensuring consistency with statutory review and noticing requirements. The following recommendations are broken into three categories as follows:

To ensure compliance with the requirements of SB 974, the City of Wilsonville should:

- Change the residential land use review process from Class III to Class II for:
 - Stage I Preliminary Plan Planned Development Review
 - Stage II Final Plan Planned Development Review
 - Zone Map amendments that increase residential density
 - Variances and waivers to residential development standards

- Change the mailed public notice requirements for a Class II review to a 14-day period consistent with the requirements of ORS 197.195 and SB 974

Based on the recommendations of HPS Action C, the City of Wilsonville could consider:

- Applying the same expedited review process (one public hearing before City Council) that applies to the Coffee Creek Industrial Design Overlay District for:
 - Residential Comprehensive Plan Map Amendments that increase density
 - Residential annexation requests
 - Additionally, the City could also codify Metro's expedited decision procedure, allowing an application for annexation of residential land to be processed without a public hearing (assuming consent thresholds are met)
- Changing the review process from Class III to Class II for:
 - Residential tentative subdivision plats
 - Site design review process associated with a residential development application
 - Tree removal and protection plans associated with a residential development application

Accounting for the potential of the above changes to the City's development review process, for consistency and efficiency, the City of Wilsonville could also consider:

- Changing the mailed public notice requirements for Class II review and quasi-judicial public hearings to a 100-foot-buffer consistent with the requirements of ORS 197.195 and 197.797.
- Modifying the City's board structure to better align with anticipated workload by either:
 - Using a single DRB to review quasi-judicial land use applications, or
 - Eliminating the DRB and using the Planning Commission to review quasi-judicial land use applications in addition to legislative land use matters
- Evaluating the fee structure for land use applications to differentiate between minor Class II administrative review applications and applications for new residential development reviewed in a Class II process

Inventory of City Code sections subject to SB 974 and/or Wilsonville HPS Action C

Code Citation	Code Provision	Analysis
CHAPTER 2 ADMINISTRATION		
BOARDS AND COMMISSIONS (PUBLIC CONTRACTS?)		
Section 2.332.-Development Review Board Powers and Duties		
(2) Applications to be reviewed by the Development Review Board...	Specifically lists subdivisions and major partitions, planned developments, site review, design review, variances and zoning map amendments.	Action: Remove limited land uses for residential development from the powers and duties of the DRB.
CHAPTER 4 PLANNING AND LAND DEVELOPMENT		
ADMINISTRATION		
Section 4.008 Application Procedures- In General		
(.02) Unique features of Wilsonville's development review process	F., G., and H. require a 4-stage review for Planned Developments: 1. Rezoning; 2. Stage 1- Preliminary Plan; 3. Stage 2- Final Plan; and 4. Site Design Review.	Action: Identify Stage 1- Preliminary Plan and Stage II- Final Plan as Class II Review. Subsection G. Update language referring to "zoning changed by action of City Council".
Section 4.012 Public Hearing Notices		
(.01) Published Notice	Notice shall be published between 10- and 21-days prior to the initial public hearing.	Consider: Newspaper notice is not required by the state. This is becoming a less effective (but still costly) way for cities to provide public notice. Many cities are removing this requirement from their codes to reduce timelines and expense and are using other means of providing this type of notice, such as the city's website and social media. Newspaper notice (and posting on the subject site) is still required by Metro Code 3.09.030 for annexations.
(.02) Mailed Notice for Quasi-Judicial Hearings.	Noice shall be mailed to property owners within 250 feet of the site between 20 and 40 days prior to the initial public hearing.	Consider: Update notice buffer to 100 feet and notice timeframe to 14 days for quasi-judicial review for consistency with limited land use buffer and timelines.
Section 4.017 Withdrawal of Application		
(.02) Application withdrawn within one week of submittal...	Application fee refunded less 15% administrative cost.	Consider: This is not identified in the fee schedule. It may not come up very often so it may not need to be addressed.
Section 4.022- Appeal and Call-up Procedures.		
(.01) Administrative Action Appeals.	Appeals of decisions by Planning Director on Site Development Permits are heard by Development Review Board. References two panels of the DRB.	Action: Remove ability of DRB to "call-up" Class II applications. Consider: Reference to two DRB panels.
Section 4.030- Jurisdiction and Powers of Planning Director and Community Development Director.		
(.01) Authority of Planning Director.	B. identifies Class II review process. B.10 identifies Class II review for Stage I and Stage II Planned Development within Coffee Creek Industrial Design Overlay District (CCIDOD). B.12 identifies Type C Tree permits within CCIDOD.	Action: Remove "call-up" from Class II (at least for residential projects) in subsection B. Update B.10 and B.12 to include "residential development projects" (or add new subsections with similar language to CCIDOD provisions).
Section 4.031- Authority of the Development Review Board.		
	The following are subject to review by the DRB: A. Planning Director may refer all Class II development applications to DRB. B. Call-ups of staff decisions. E. Variances. F. Zone Changes. H. Site design review. I. Stage I and Stage II PD applications. Annexations.	Action: Update Subsections A, B, E, F, H, and I to remove residential projects from DRB (or any public hearing board) review. Consider: Update K. to either exempt annexations from DRB (send straight to Council- may need to include this information for CCIDOD) or codify the Metro Code 3.09 provision to allow annexation of residential land without public hearing if consent thresholds are met.

Section 4.035- Site Development Permits.		
(.03) Class II- Administrative Review.	A. 250-foot notice buffer and 10-day notice period.	Action: Update to 100-foot buffer and 14-day notice period.
	B. Allows Planning Director to initiate public hearing.	Action: Remove ability to refer Class II applications for residential development.
	D. Says a decision of the Planning Director may be "called up" to DRB.	Action: Remove ability to call up Class II applications for residential development.
(.04) Site Development Permit Application.	A.j. requires a list of property owners within 250 feet.	Action: Update to 100 feet consistent with limited land use regulations.
ZONING		
Section 4.118- Standards Applying to all Planned Development Zones.		
(.03) through (.08)	References Development Review Board as approval authority.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.125- V- Village Zone		
(.05), (.06), (.07), and (.08)	References DRB as review authority. Requires compliance with Old Town Residential Design Standards Book.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
(.18) Village Zone Development Permit Process.	Requires Specific Area Plan (SAP) approval first by DRB, then a Preliminary Development Plan (PDP), also approved by the DRB, then a Final Development Plan (FDP) with DRB or Planning Director as decision maker.	Action: Allow SAP, PDP and FDP as Class II review for residential development.
Section 4.127- Residential Neighborhood (RN) Zone.		
(.09) Open Space:	References DRB as decision body.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.132- Town Center Zone.		
	Mixed-use zone. Design standards and DRB as review authority.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.140.-Planned Development Regulations.		
(.05) Planned Development Permit Process:	References the DRB for Stage I and Stage II approvals. (.07)D and (.09)A allow CCIDOD reviews to be Class II.	Action: Update to allow Class II for residential development, similar to allowances for CCIDOD.
GENERAL DEVELOPMENT REGULATIONS		
Section 4.155- General Regulations- Parking, Loading and Bicycle Parking		
(.02) General Provisions:	Lists DRB as review authority and variance-granting authority.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.176- Landscaping, Screening, and Buffering.		
(.06) Plant Materials:	D. allows DRB to require mix of street trees.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
(.11) Street Trees Not Typically Part of Site Landscaping.	DRB may grant waiver or variance.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
(.12) Mitigation and Restoration Plantings.	DRB approves mitigation plan.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.177- Street Improvement Standards.		
(.02)G. Interim improvement standard	DRB has authority to specify alternative interim standards.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).

(.03)B. Sidewalks	Within a PD, the DRB may...	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.179- Mixed Solid Waste and Recyclables Storage in New Multi-Family Residential and Non-Residential Buildings.		
(.01) All site plans...	References DRB as review for multi-family site plans.	Action: Update to "review authority" or "Planning Director or Development Review Board" (which occurs many other times in the code).
Section 4.189- Non-Conforming Uses.		
(.05) Enlargement and Moving.	Requires Conditional Use Permit by DRB for enlargement up to 20%.	Action: Update to allow Class II review for residential.
Section 4.196- Variances		
(.01) Where difficulties exist...	DRB may grant variances.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances to residential development standards.
Section 4.197- Zone Changes and Amendments to This Code- Procedures.		
(.01) The following procedure shall...	A. and B. Planning Commission shall conduct a public hearing...	Action: Allow Class II review of residential zone change that increases density (this is different than provisions for CCIDOD which sends zone changes straight to City Council for decision- no hearing for residential zone change that increases density).
(.02) through (.05)	Identify all Zoning Map Amendments as "quasi-judicial" with PC (or DRB) making recommendation for Council to make final decision.	
Section 4.198- Comprehensive Plan Changes- Adoption by the City Council.		
(.03) through (.07) All other quasi-judicial Comprehensive Plan Map Amendments...	Review by DRB, recommendation to City Council (legislative review by PC, recommendation to CC).	Consider: Allow Comprehensive Plan Map Amendments for residential land that increase density to go straight to City Council similar to CCIDOD process already in place.
Section 4.199.30.-Lighting Overlay Zones.		
(.03) Modification of Lighting Zones.	B. identifies DRB as review board to modify designated Lighting Zones as part of the Stage II, Site Design Review Process.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards. Note: 4.001 Definitions will need to be updated to support this amendment.
LAND DIVISIONS		
Section 4.202.-General-Authorization		
(.04) No person shall sell any lot...	B. requires lot size reductions by DRB or CC.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards.
(.06) New condominium developments...	Requires PD review for condominiums.	Consider: Update to not require public hearing for conversion of apartments to condominiums. Updates to PD provisions will also apply to condo conversions.
(.07) Condominium conversions...	Requires public hearing for conversion of apartments to condominiums.	
Section 4.210.- Application Procedure.		
(.01) Pre-application conference.	B. requires preparation of tentative subdivision plat for presentation to "the Planning Department and Development Review Board." C. Requires the DRB to be decision maker for subdivision (Planning Director for plat) and lists procedures for DRB review and approval.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards.
Section 4.237.-General Requirements-Other.		
(.06) Access	Allow DRB to waive lot frontage requirements.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards.

(.07) Through lots.	Allows DRB to require assurance.	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards.
(.09) Large lot land divisions.	DRB may make restriction of buildings in future street locations a matter of record.	
Section 4.270.-Variance from Land Division Standards.	DRB may authorize a variance from land division standards.	
SITE DESIGN REVIEW		
Section 4.420- Review Authority for Site Design Review.	DRB is identified as the review authority. However, (.01)1. Residential structures in residential zones are exempt from Site Design Review as long as they meet established clear and objective design and siting standards or any allowed adjustments. This exemption does not apply to mixed-use residential structures. However, an applicant may elect to have residential structures approved by the Board through Site Design Review in association with waivers from specific standards. Also, areas covered by Stage II PD (or PDP in Village Zone) require landscaping plans reviewed through DRB if landscaping on residential lots was part of overall site landscaping (25%).	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances or waivers to residential development standards. Consider: SB 974 Section 3. applies to residential development on land “zoned primarily for residential use or mixed residential use or planned for residential use.” May need to expand staff-level review authority for Site Design Review to include mixed-use structures if determined by City Attorney that SB 974 is applicable in the City’s mixed use zones.
Section 4.421- Criteria and Application of Design Standards.		
(.01) The following standards...	Standards applicable to SDR (references DRB as review authority).	Action: Revise standards applicable to SDR so that they are clear and objective as applicable to residential development. Update to "review authority" or "Planning Director or Development Review Board".
(.03) The Board shall...	Applies the purpose section as additional criteria and standards.	Consider: The purpose section is not a review standard typically and should not apply directly to site development. Consider revising to apply just to nonresidential uses.
(.05) The Board may attach...	References attaching conditions but requires the DRB to consider "the effects of this action on the availability and cost of needed housing."	Action: Update to "review authority" or "Planning Director or Development Review Board" for variances to residential development standards. Consider: Is "the effects of this action on the availability and cost of needed housing" clear and objective?
TREE PRESERVATION AND PROTECTION		
Section 4.610.00- Application Review Procedure.		
(.03) Reviewing Authority.	B. Type C. requires review by DRB if development includes a site plan review or plat (subdivision).	Action: Update to "review authority" or "Planning Director or Development Review Board" or specify where Class II review applies.
ANNEXATION AND URBAN GROWTH BOUNDARY AMENDMENTS		
Section 4.700-Procedures Relating to the Processing of Requests for Annexation and Urban Growth Boundary Amendments.		
(.01) through (.05)	Quasi-judicial requests are reviewed by DRB and legislative requests by PC with recommendation to CC (except in CCIDOD, which is straight to CC).	Consider: Allow residential annexations to go straight to Council like CCIDOD. -OR- Consider adopting Metro Expediated Decisions (Metro Code 3.09.045) to exempt residential annexations from public hearing.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 15, 2025		Subject: Public Safety Project Update – Community Outreach on Alternative RV Policies Staff Member: Amanda Guile-Hinman, City Attorney and Hannah Young, Law Clerk Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.1	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Council discussion and input on (1) results from completed Community Outreach regarding the Public Safety Goal strategy investigating enforcement solutions for RVs; and (2) proposed next steps following this outreach.

EXECUTIVE SUMMARY:

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “investigate enforcement solutions for RVs (and examine abandoned vehicle definition in code).” Previously, staff met with Council during the [July 21, 2025 work session](#) to provide research on the issue, and present possible policy alternatives. Following this meeting, Council approved staff to conduct community outreach to garner crucial feedback from Wilsonville residents on which alternatives best meet their understanding of community needs. The outreach was concluded in November 2025, and by addressing each of these topics, this staff report provides an overview of the outreach conducted and provides further insight into potential alternatives. From the information provided herein, during the December 15, 2025 work session, staff seeks the following feedback from Council:

1. Direction whether any additional information is needed prior to consideration of policy update(s).
2. Direction whether a particular policy update should be drafted for Council to consider at a future work session.

I. BACKGROUND

Based on the implementation timeline identified in the approved Council Goals, staff began working on the first outcome of Goal 2 in May 2025. An interdepartmental team consisting of employees from Legal, Code Compliance, Planning, Building, Administration, Police and Community Development met to discuss the strategies identified for the outcome of streamlining response to code enforcement challenges. A chart of each subgroup for the five (5) strategies is provided below:

Strategy	Subgroup Members
2.1 – Investigate enforcement solutions for RVs (and examine abandoned vehicle definition in code)	Legal, Code Compliance, Police, Administration
2.2 – Update Chapter 1 code enforcement process and penalties (incl. admin process instead of police citation)	Legal, Code Compliance, Planning, Building, Administration, Police (optional)
2.3 – Update Nuisance code provisions, with particular review of noxious vegetation, property appearance, noise, and other chronic nuisances	Legal, Code Compliance, Planning (optional), Building (optional), Natural Resources (stormwater), TVF&R (fire season)
2.4 – Investigate developing a graffiti enforcement/reward program	Legal, Code Compliance, Police, Administration, Public Works (optional)
2.5 – Review Clack Co administrative warrant process and consider whether City should adopt a similar local process	Legal, Code Compliance, Police, Administration, Building, Planning

This report provides an update on the community outreach conducted by staff regarding potential updates to Wilsonville Code provisions concerning recreational vehicles and abandoned vehicles (“RV” and “ABV”). The overall goal of updated RV/ABV programs serve Council’s public safety initiatives outlined in its 2025-27 Council Goals. The purpose of this outreach was to garner community feedback regarding current issues Wilsonville residents face with parking regulations and any proposed programs or updates.

Potential abatement programs were presented to Council at the July 21 work session, where Council directed staff to move forward with conducting community outreach via *Let’s Talk Wilsonville!* and other stakeholder outreach. This memo discusses the various findings from responses received and proposed next steps as Council advances its public safety initiatives.

II. OUTREACH METHODS

Staff conducted three outreach efforts to accumulate a variety of feedback from the Wilsonville community. Staff drafted a questionnaire for the general public, which was posted on *Let’sTalkWilsonville!* From September 2, 2025 through October 12, 2025. Prior to completing the community questionnaire, participants were asked to review a FAQ page, in which staff provided an overview of the project and various existing data points regarding ABVs and RVs in Wilsonville.

The questions in the community questionnaire were included in the Community Outreach Framework shared with Council at the July work session. Noting the importance of stakeholder input and seeking feedback from particularly impacted groups, staff created additional questions for homeowners association (HOA) members, business owners¹, and RV owners/possessors, also based on the Outreach Framework previously reviewed by Council. Staff made several efforts to reach these particular stakeholder groups, and ultimately received responses from HOA members and some RV owners/possessors.

III. RESPONSES

In total, 221 respondents answered the community questionnaire, 181 residents from HOA’s responded to the HOA survey², and staff connected with nine (9) RV owners for responses. Out of the 405 total results, the primary findings are detailed below.

A. Community Questionnaire Results

The community questionnaire provided up to 15 questions to participants. The report of the community questionnaire results is attached hereto as **Attachment 1**. Question 15 is omitted from Attachment 1 as it includes personal contact information of respondents who answered the question.

¹ Project staff engaged in several communications with a business organization to distribute a business owner survey and present on this project at one of its meetings, but were unable to have the business owner survey distributed or to present on this project prior to the December 15, 2025 work session.

² Project staff sought contact information for the HOAs within Wilsonville, and attempted to reach out to the HOAs for which staff obtained contact information (a total of 15). Two contacts were willing to distribute the HOA-specific survey, resulting in 181 total responses. 177 of those responses came from the Charbonneau HOA.

The vast majority of respondents (95.5%) identified as residents of Wilsonville. Additionally, 86% identified as living in a single-family residence. The questionnaire also asked how concerned respondents were about finding adequate and accessible parking on a regular basis. The majority, 56.1%, were not concerned.

Drilling down to discussing RVs specifically, almost half, 47.1%, identified that their neighbors owned RVs, while the respondent did not. Of the 221 responses, 136 identified that either the respondent, their neighbors, or both owned RVs, while 85 respondents stated neither they nor their neighbors owned an RV.

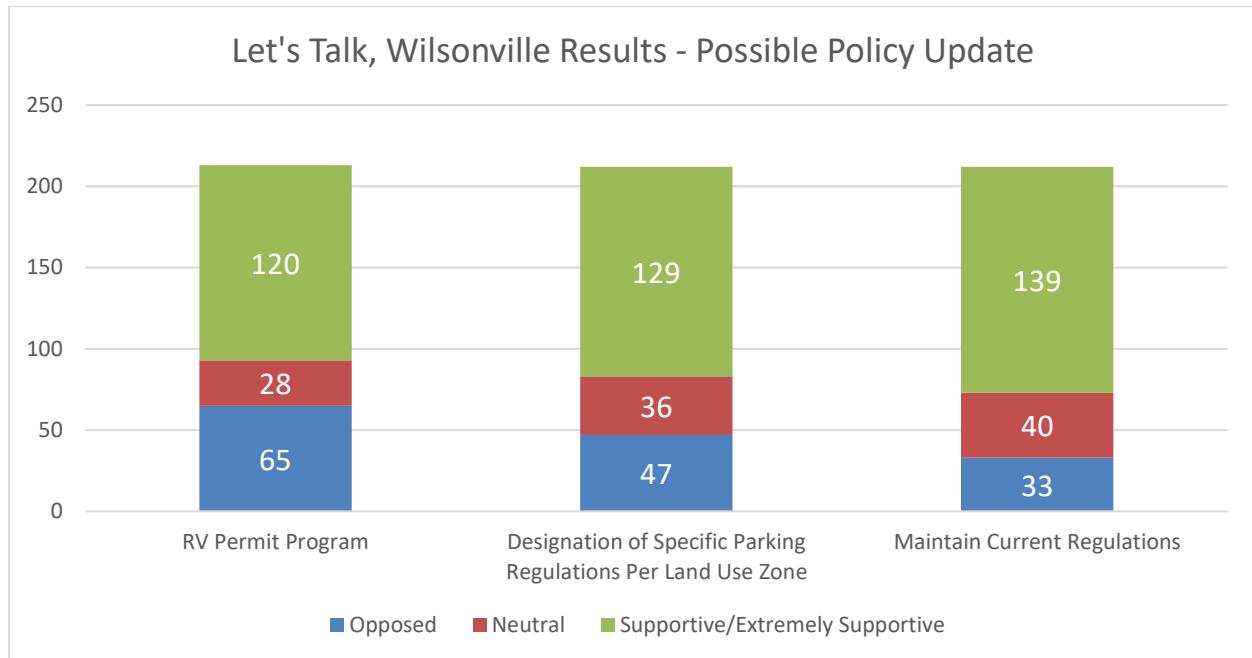
When asked what factors should the City consider when drafting revisions to parking regulations, respondents were given a list of choices and asked to prioritize the options by identifying whether the factor: should not be taken into consideration, given slight consideration, given moderate consideration, or given the majority/primary consideration. The top priorities, the ones identified as majority/primary, included livability improvements, safety improvements, and enforcement capabilities. The lowest priority factors included administrative workload, over-regulation concerns, and cost.

The questionnaire also asked about the alternatives that Council directed staff to investigate further at the July 21 work session – designating specific parking regulations per land use zone, an RV permit program, or maintaining the current 72-hour parking time limit. Respondents were asked to identify whether they oppose, are neutral, are supportive, or extremely supportive of each policy.

The policy that received the most “extremely supportive” responses and the most of the combined “supportive” and “extremely supportive” responses was the option to maintain the current 72-hour regulations. The option that received the most opposition was the RV permit program. Below is the chart from the questionnaire representing the responses:

Q12 | Which of the following directions would you support the City pursuing?


This next chart combined the “supportive” and “extremely supportive” responses for each of the policy choices:



The questionnaire also allowed respondents to provide additional comments regarding the project. Many of the comments discussed individuals experiencing homelessness. For clarity, the City cannot adopt regulations that selectively target RVs owned or used by individuals experiencing homelessness. Such actions would be discriminatory and illegal. The City currently prohibits any individual from “camping” on any City property or right-of-way outside of the designated area and designated time set forth in the City’s administrative rules regulating camping. The City also currently prohibits any vehicle from being parked for more than 72-hours in one location. The City can adopt policies that regulate all people equally, such as the 72-hour parking limitation or enforcing the Oregon vehicle code statutes concerning vehicle registration. However, the City cannot regulate only RVs owned or used by individuals experiencing homelessness.

To coordinate on issues regarding camping and parking, City staff and law enforcement meet regularly (often monthly) on parking and traffic concerns, as well as camping enforcement. Information on complaints received are also tracked³. Staff and law enforcement also engage directly with individuals both when calls are received on a particular parking issue and when out in the community. This project, both in recognition of the stated Council Goal and applicable state

³ A comprehensive review of the monthly parking and traffic reports was provided to the Council as part of the July 21 work session.

and federal laws, is not intended to, and cannot, exclusively regulate individuals experiencing homelessness.

B. HOA Results

Of the 15 HOA groups that staff had contacts, two provided the HOA questions to their HOAs, which resulted in a total of 181 responses. See **Attachments 2 and 3**. The Charbonneau HOA responses make up almost all of the responses received at 177. Most of the respondents had not taken the community questionnaire. These questionnaires, rather than focusing on specific policies, sought to learn whether parking, and RV parking specifically, are issues in the applicable residential neighborhood. Based on the feedback, and particularly because most HOA regulations have additional street parking limitations, RV parking in the neighborhood was not a significant concern.

C. RV Owner Results

In addition to specific questions in the community survey for individuals who identified as owning an RV, City staff connected with 9 RV owners throughout Wilsonville to garner specific feedback on proposed RV/ABV policy alternatives and any potential new programs regulating RV parking. See **Attachment 4**.

The tailored questions for RV owners had them rank their concern level on identified alternatives (hours changes, finding adequate space for parking, designated limits for loading/unloading) from “Not Concerned at All” to “Extremely Concerned.” Of those, the alternatives that received the most “Extremely Concerned” ranking were the potential requirement to obtain a free parking permit for their RV; and potential limits on the number of permits one may obtain per year. Of the nine respondents, seven (7) were extremely concerned about the potential permit and all nine (9) were extremely concerned about potential limits on number of permits per year.

When asked to rank their support for various alternatives, five (5) respondents indicated that they would not be supportive of an RV permit program.

IV. COUNCIL DIRECTION

With this information from the public outreach, staff now seek Council direction for next steps.

1. Does Council need any additional information prior to consideration of any policy update(s)?
 - a. If so, what specific information would be helpful to Council?
2. Is Council interested in directing staff to draft a particular policy update to consider at a future work session?

Based on feedback from the interdepartmental project team and the results of the public outreach, staff offer the following recommendations, should Council consider one or more policy updates:

Hourly limits for different zones:

Should Council desire to consider different parking time limits for different zones, staff recommend that Council consider, as an alternative, lowering the parking time limit city-wide to 48 hours. Staff recommends this alternative for several reasons: (1) it provides a clear standard across the city and decreases the possibility of confusion of community members and enforcement staff; (2) eliminates the need for signages throughout the city to demarcate the various time limit requirements; and (3) addresses concerns of the length of time individuals are parked without moving their vehicles by reducing the length of time allowed by 24 hours.

RV permit program:

If Council wants to pursue an RV permit program, staff recommends that Council start the program as a pilot program for a period of time and then have staff report on the outcomes from the program before adopting it into the Wilsonville Code. As previously reported in the July work session, only four (4) jurisdictions in Oregon currently have this program and only one (1) of the four (4) found it particularly successful. That jurisdiction, Gresham, provided resources to undertake proactive enforcement, rather than solely complaint-based enforcement. Since the City currently engages code enforcement generally based on complaints received, testing the program for a period of time to determine its efficacy may be an appropriate first step.

Staff will also need guidance from the Council regarding the types of vehicles would it consider to include (motorhomes, travel trailers, camper vans, truck campers, etc).

EXPECTED RESULTS:

Staff anticipate that updates to the City's parking regulations may address some of the public health, safety, welfare, and livability issues that community members express either to Council or through calls to law enforcement.

TIMELINE:

Assuming Council desires to update the City's parking regulations, work sessions and proposed Council adoption are planned for spring-summer 2026. Council Goal No. 2 has a planned completion in fall 2026 for all strategies.

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate current year budget impacts outside of public outreach costs discussed below – this project is currently being managed in-house by City staff. However, new programs will have administrative overhead costs to deploy them. Moreover, towing RVs generally costs between \$7,000 and \$10,000 per tow. The City currently does not have a dedicated fund for this cost.

Staff anticipates that, as Council continues to discuss the strategies under the outcome to

streamline responses to code enforcement issues, a larger discussion regarding funding of code enforcement will need to occur. While any one proposed change regarding code enforcement may not indicate a need for a dedicated funding source, the potential combination of multiple new programs (administrative warrants, graffiti mitigation, RV towing) will be cost-prohibitive without a revenue source. While staff is not proposing a funding source at this time, Council should be aware that multiple new public safety programs may require discussions about how to fund the programs.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Council's Public Safety Goal aims to ensure that City staff and community members have the tools necessary to address different public safety and livability concerns. Updates to the City's parking regulations may address some of the public health, safety, welfare, and livability issues that community members express either to Council or through calls to law enforcement.

ALTERNATIVES:

Council could elect to pursue one (1) or more of the possible policy updates discussed in this staff report. Council could determine not to pursue an update to parking regulations, but rather instruct staff and law enforcement to place particular emphasis on enforcing current parking regulations.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Let's Talk, Wilsonville! Questionnaire Results Report
2. Charbonneau HOA Questionnaire Results
3. Other HOA Questionnaire Results
4. RV Owner/Possessor Questionnaire Results

Survey

SURVEY RESPONSE REPORT

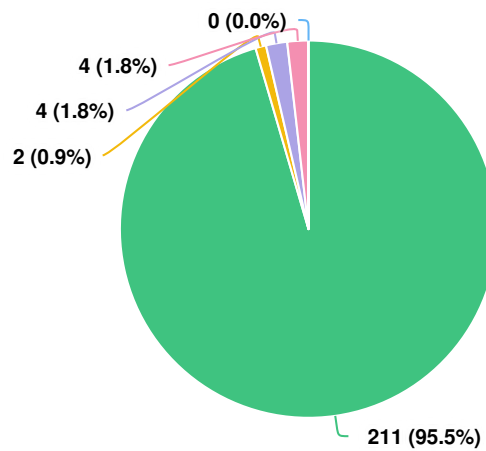
19 July 2019 - 12 October 2025

PROJECT NAME:

RV and Abandoned Vehicle Policy Review



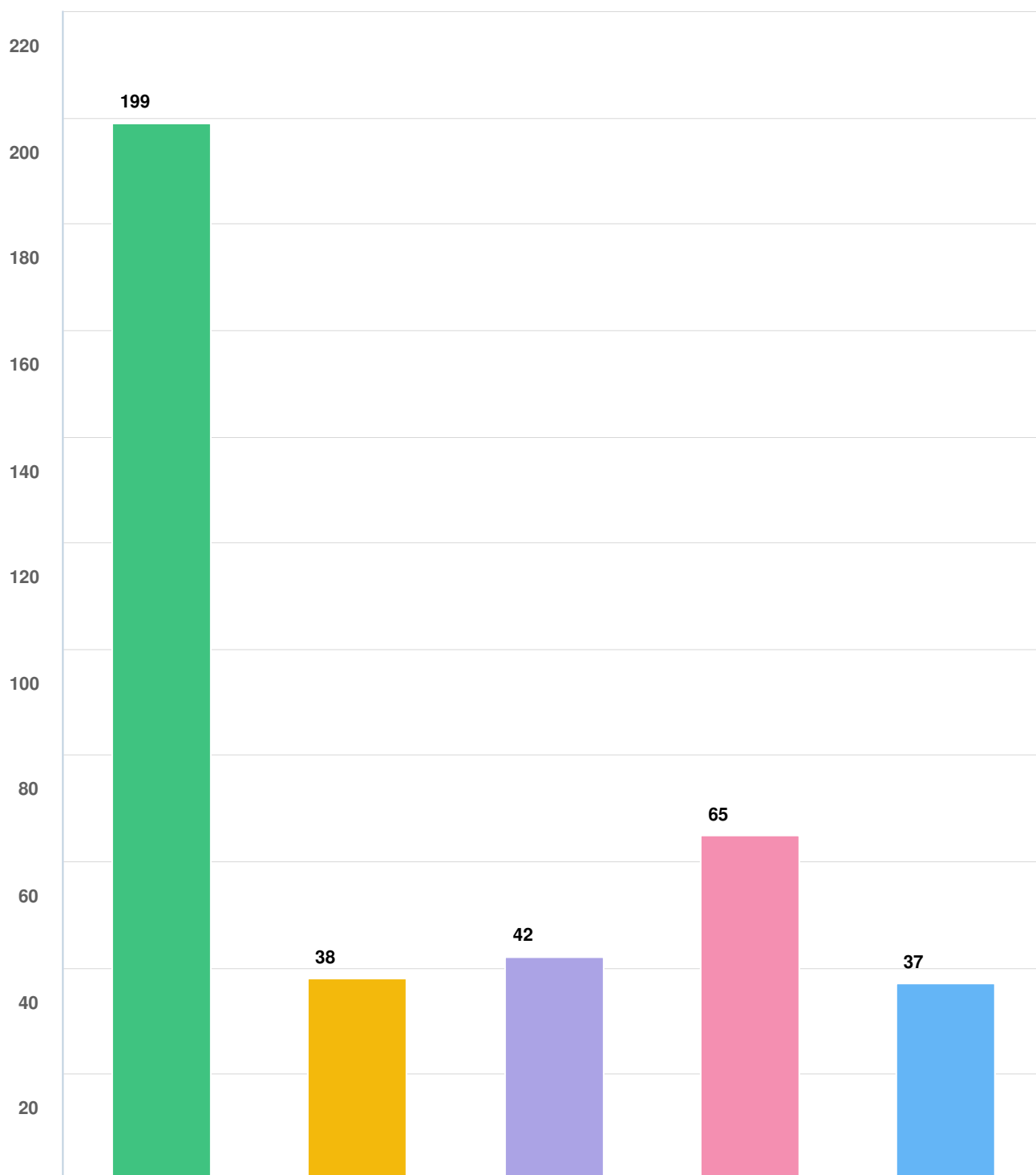
SURVEY QUESTIONS

Q1 What is your primary relationship to the City of Wilsonville?**Question options**

☒ I live here ☐ I work here ☐ I operate a business here ☐ I'm a frequent visitor ☐ I'm a student

Optional question (221 response(s), 0 skipped)

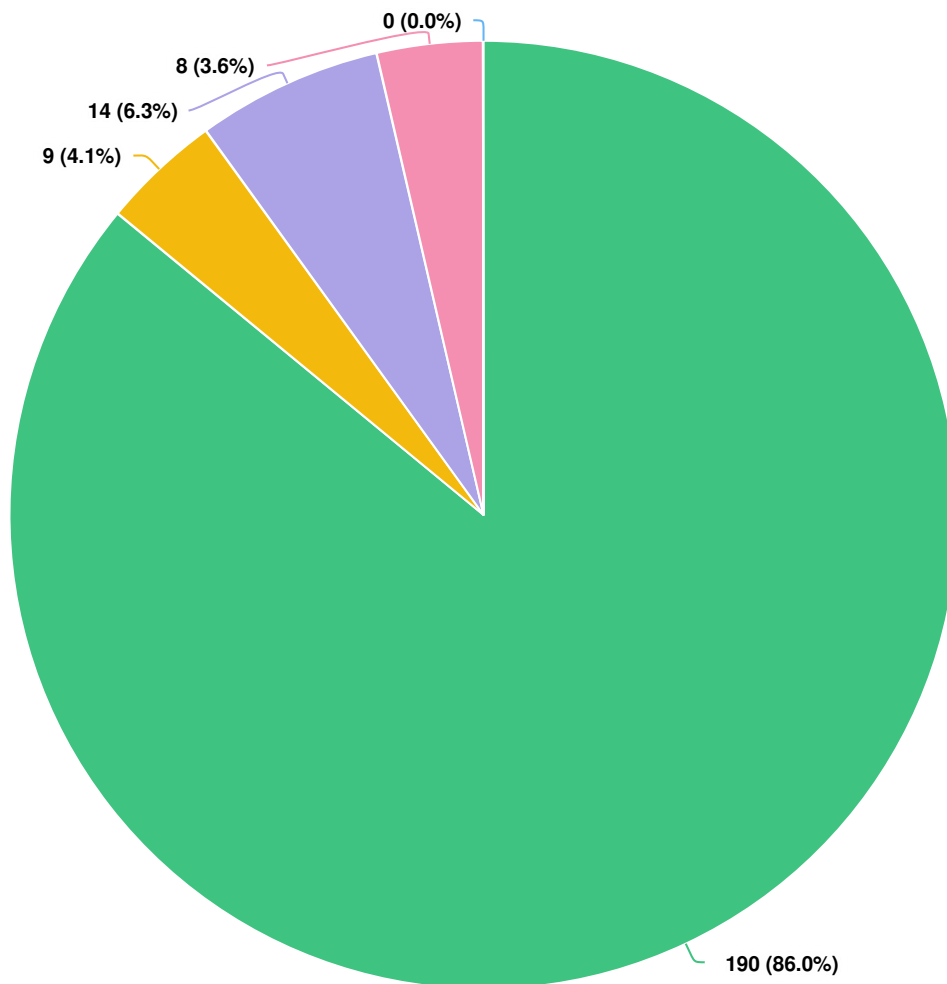
Question type: Radio Button Question

Q2 How do you prefer to receive project updates? (Check all that apply?)**Question options**

E-mail Mail Newspaper/Media City website/newsletter Social media (NextDoor, Facebook)

Optional question (219 response(s), 2 skipped)

Question type: Checkbox Question

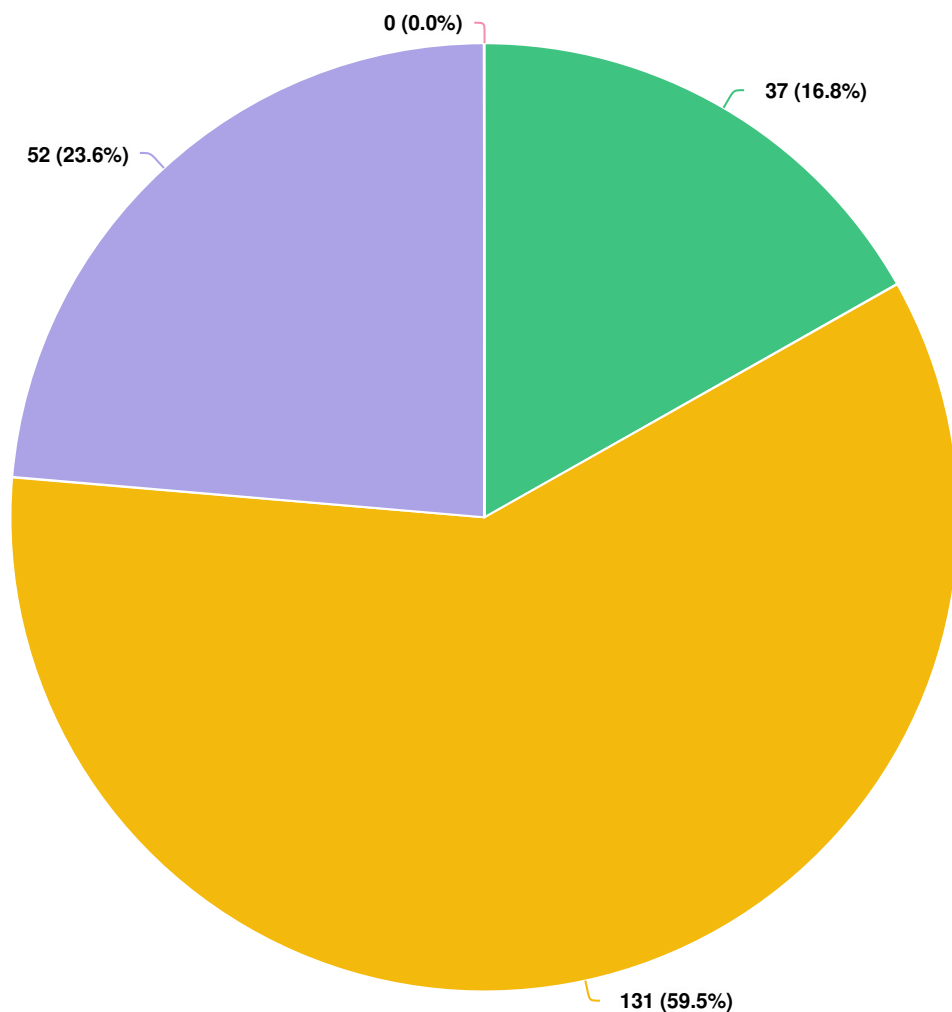
Q3 How would you define your primary living area?**Question options**

- Single-family home
- Apartment
- Condominium
- Other (please specify)
- No permanent housing (vehicles, campsites, friends, etc.)

Optional question (221 response(s), 0 skipped)

Question type: Radio Button Question

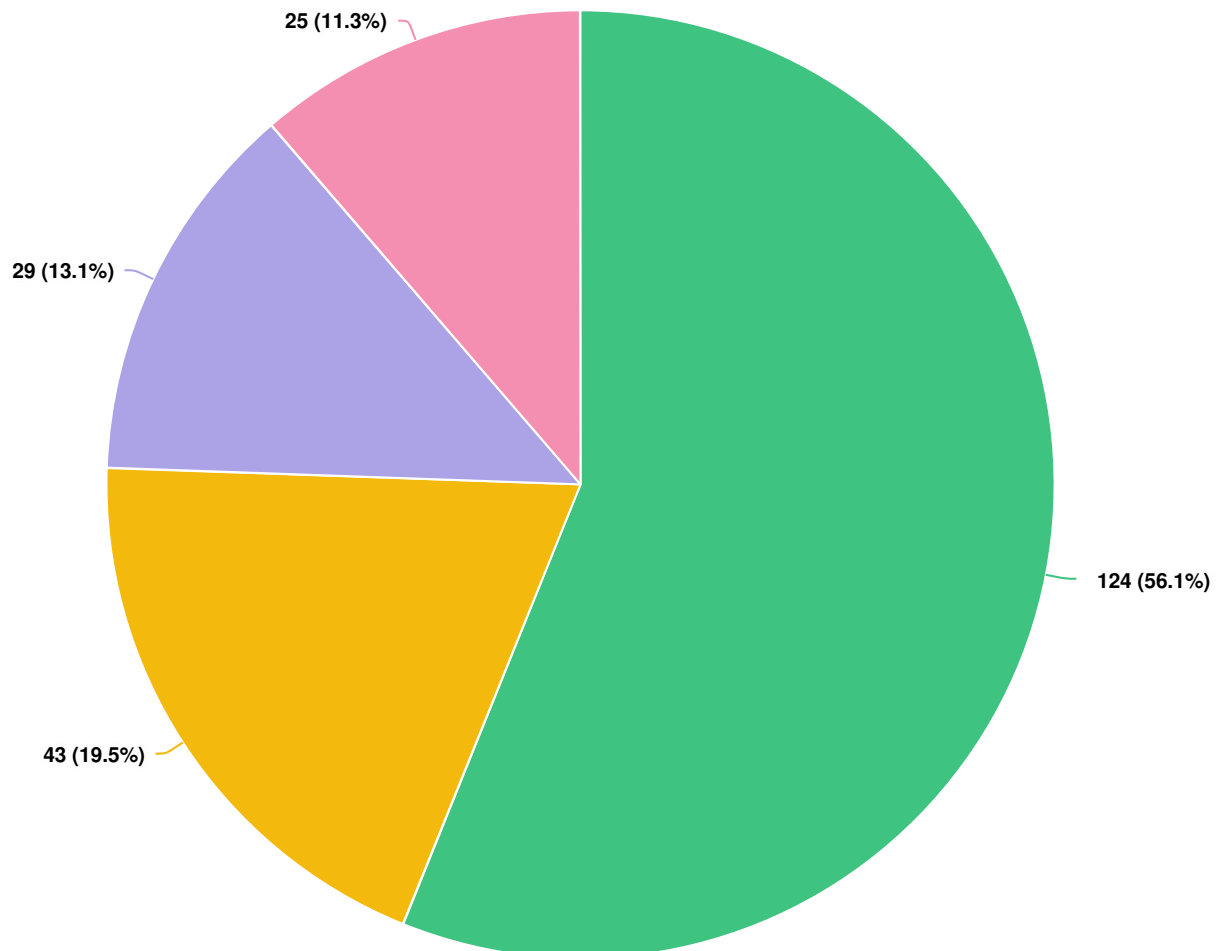
Q4 | How many vehicles are owned or operated by members of your household?



Question options

One Two Three or more None

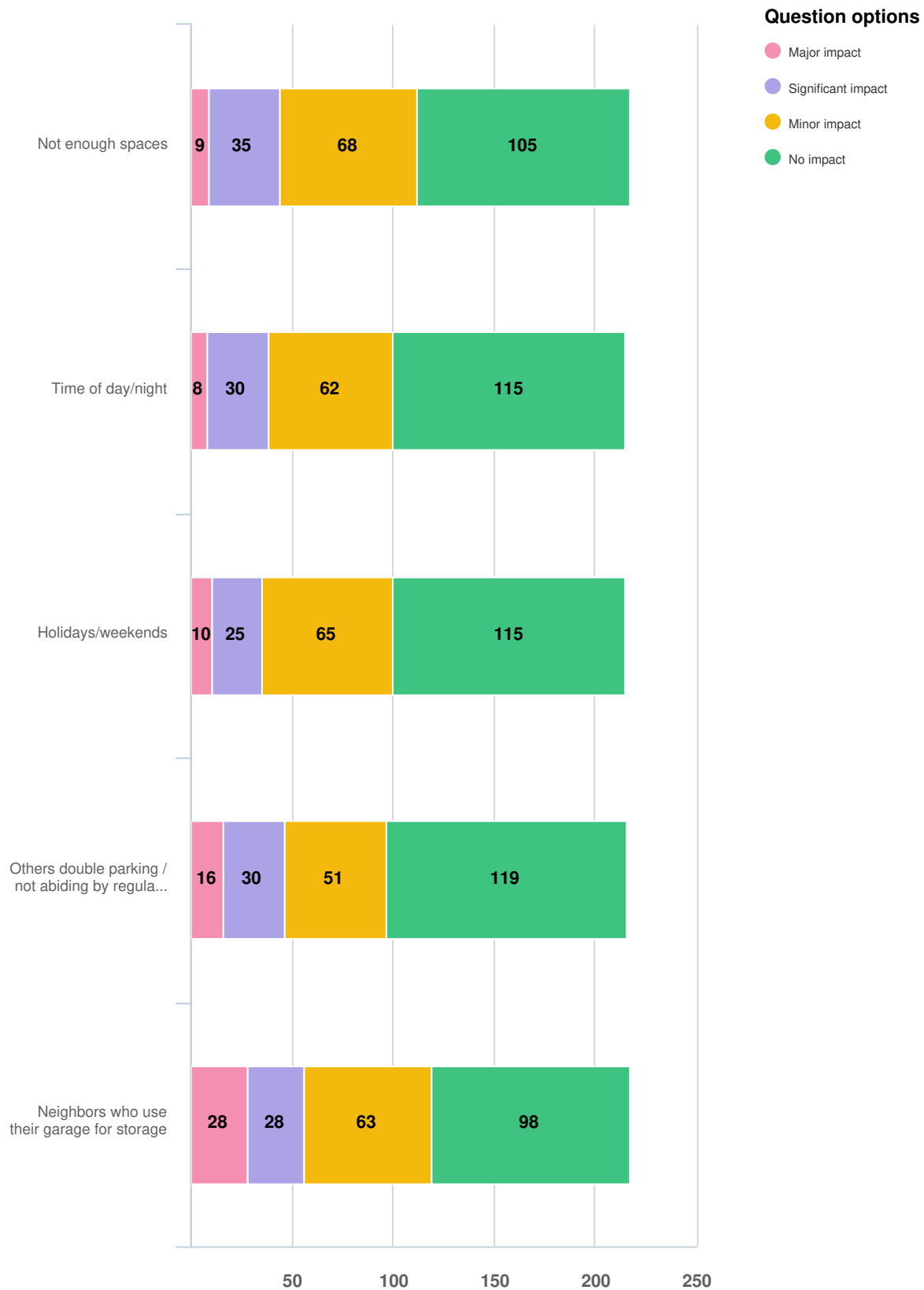
Optional question (220 response(s), 1 skipped)
Question type: Radio Button Question

Q5 | How concerned are you about finding adequate and accessible parking near your primary residence on a regular basis?**Question options**

● Not concerned ● Slightly concerned ● Somewhat concerned ● Very concerned

Optional question (221 response(s), 0 skipped)

Question type: Radio Button Question

Q6 What factor(s) contribute to inadequate parking near your primary residence?

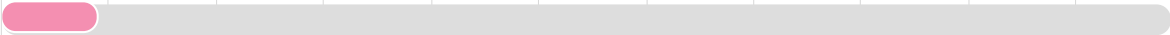
Optional question (219 response(s), 2 skipped)

Question type: Likert Question

Q6 | What factor(s) contribute to inadequate parking near your primary residence?

Not enough spaces

Major impact : 9



Significant impact : 35



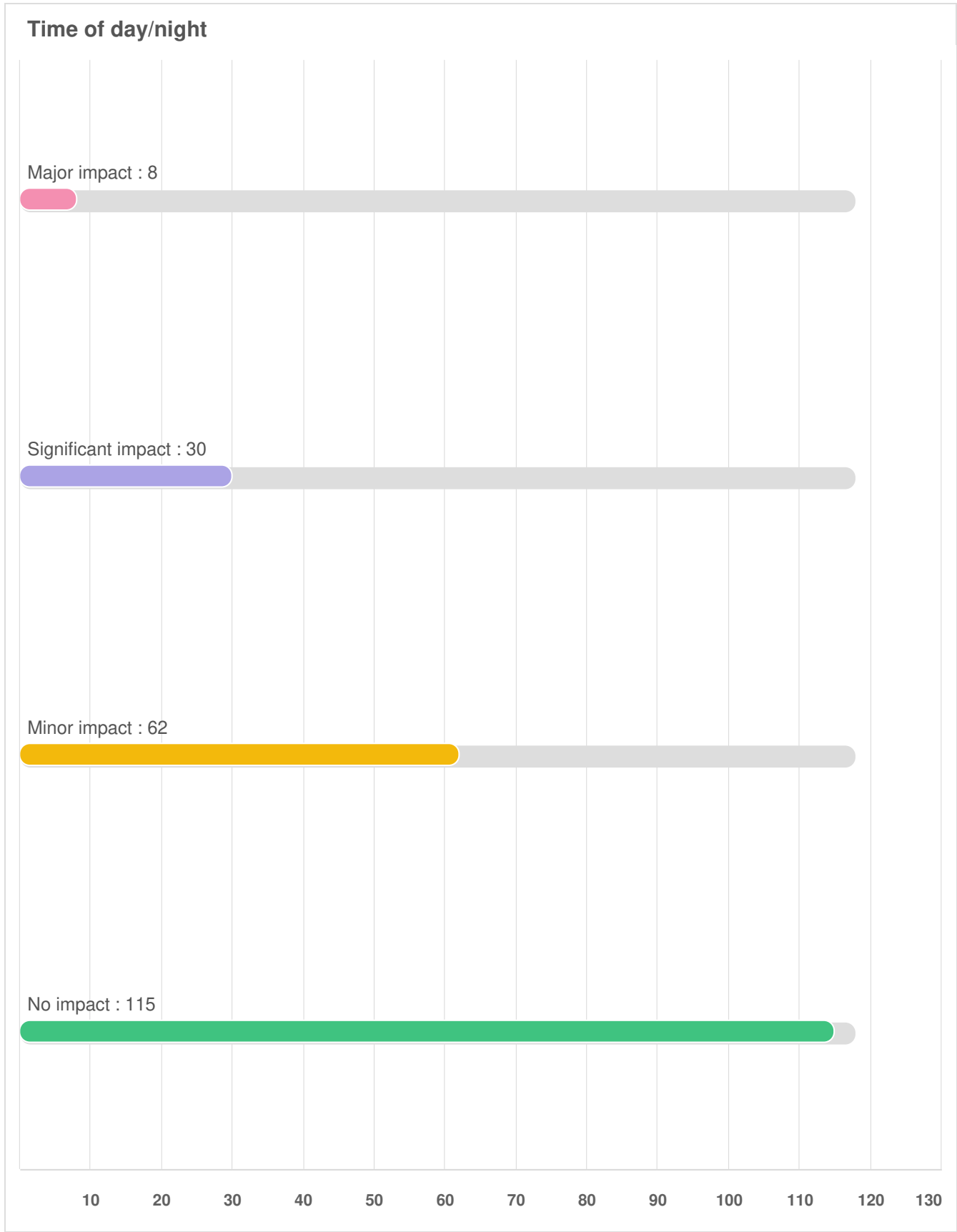
Minor impact : 68

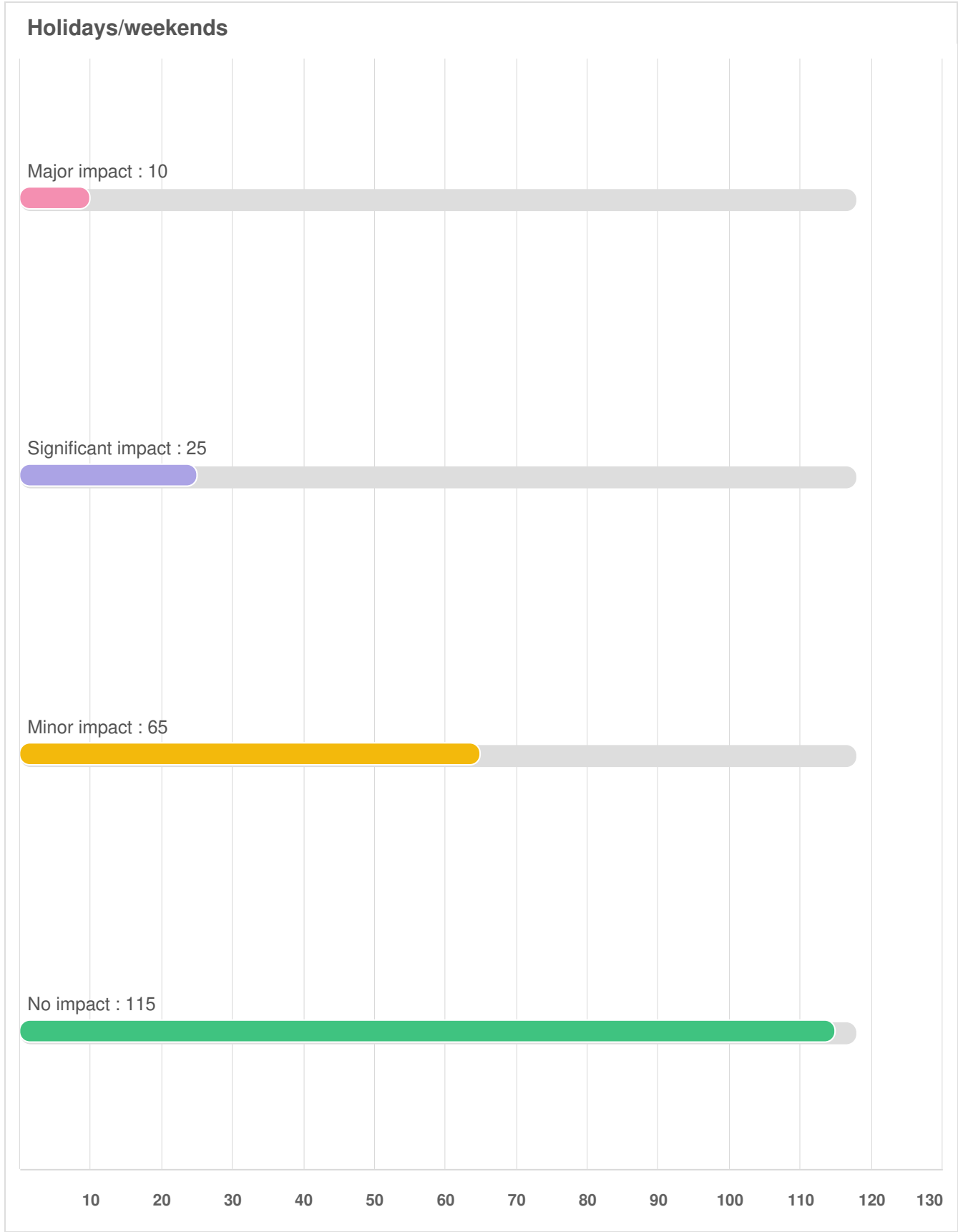


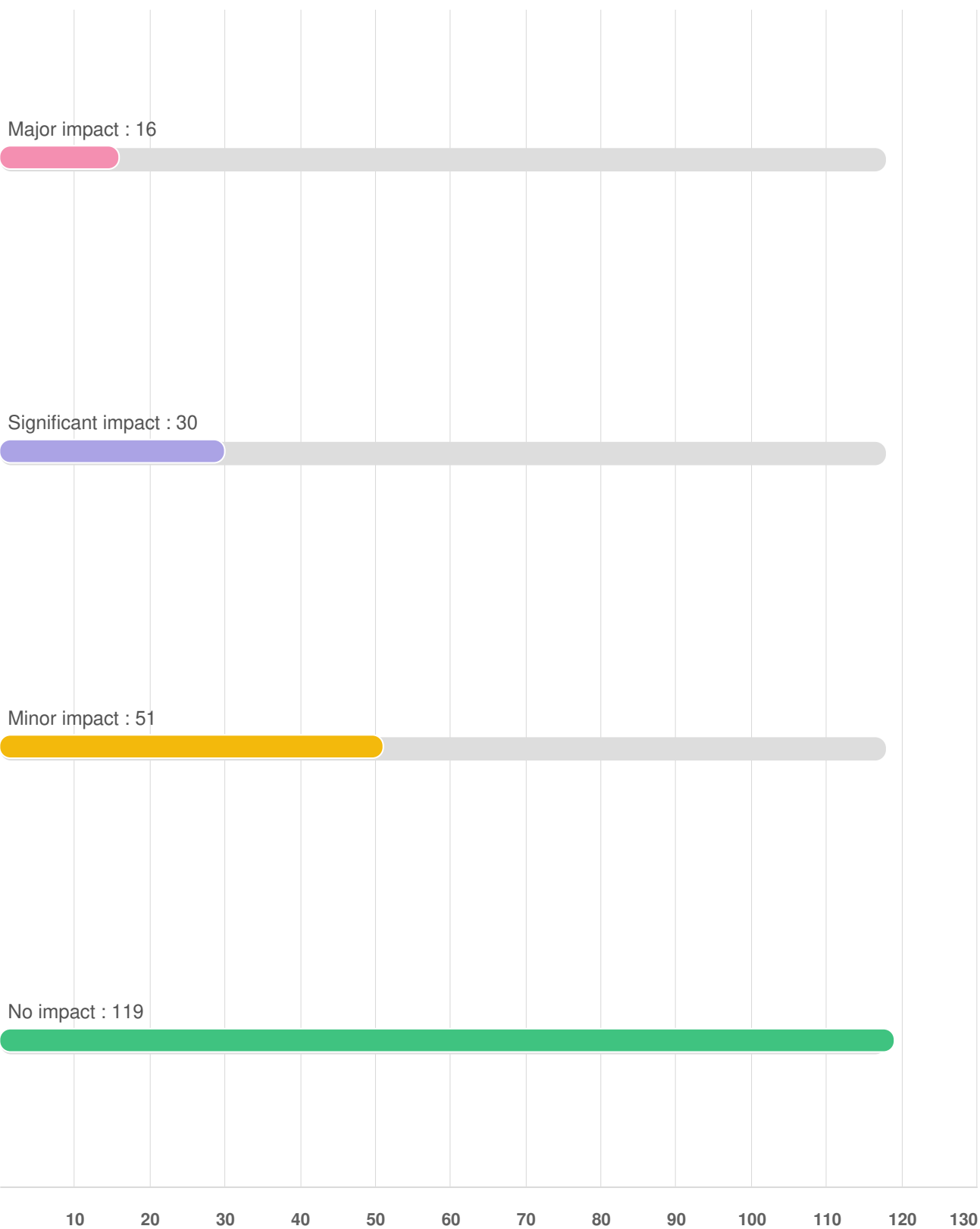
No impact : 105

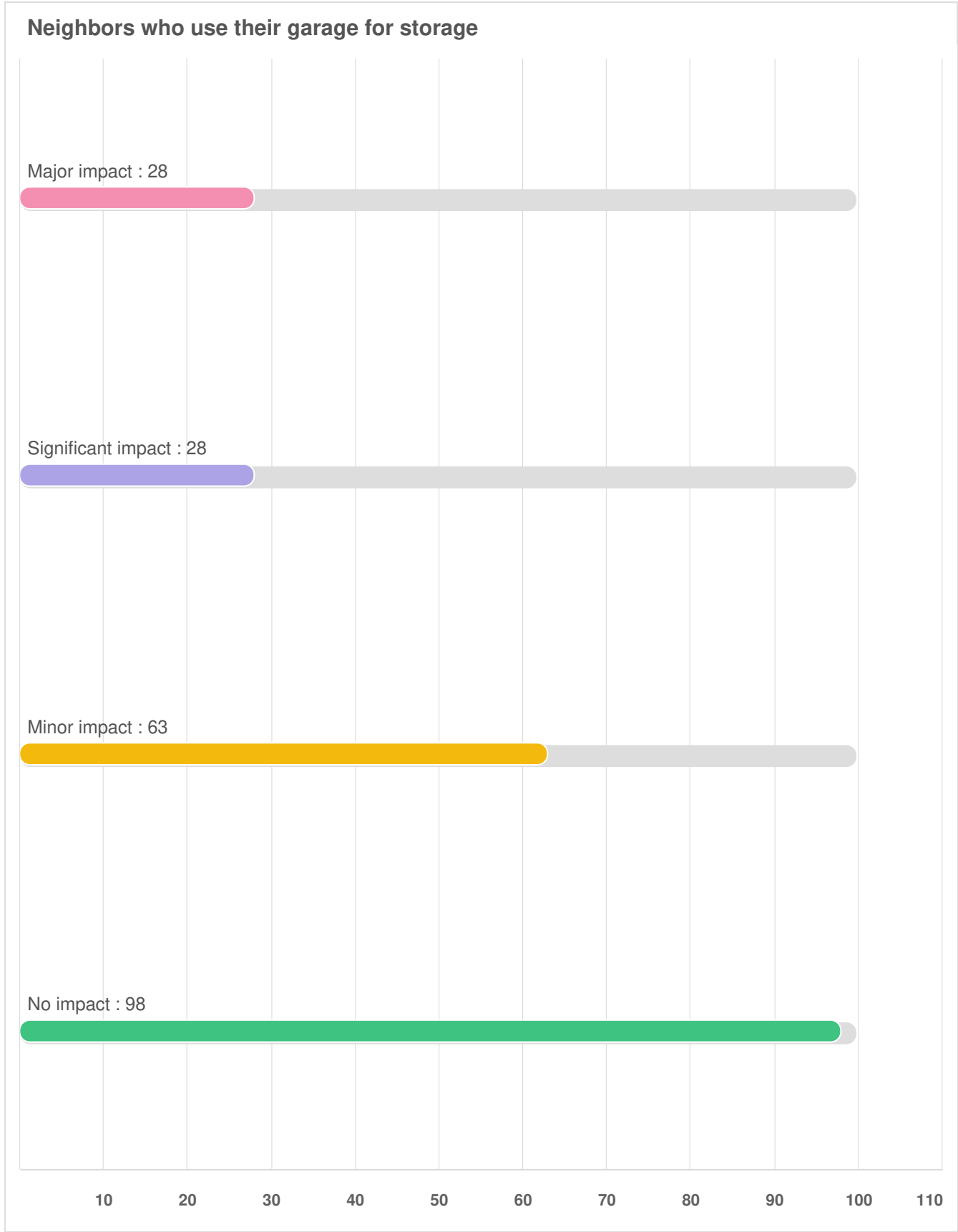


10 20 30 40 50 60 70 80 90 100 110 120

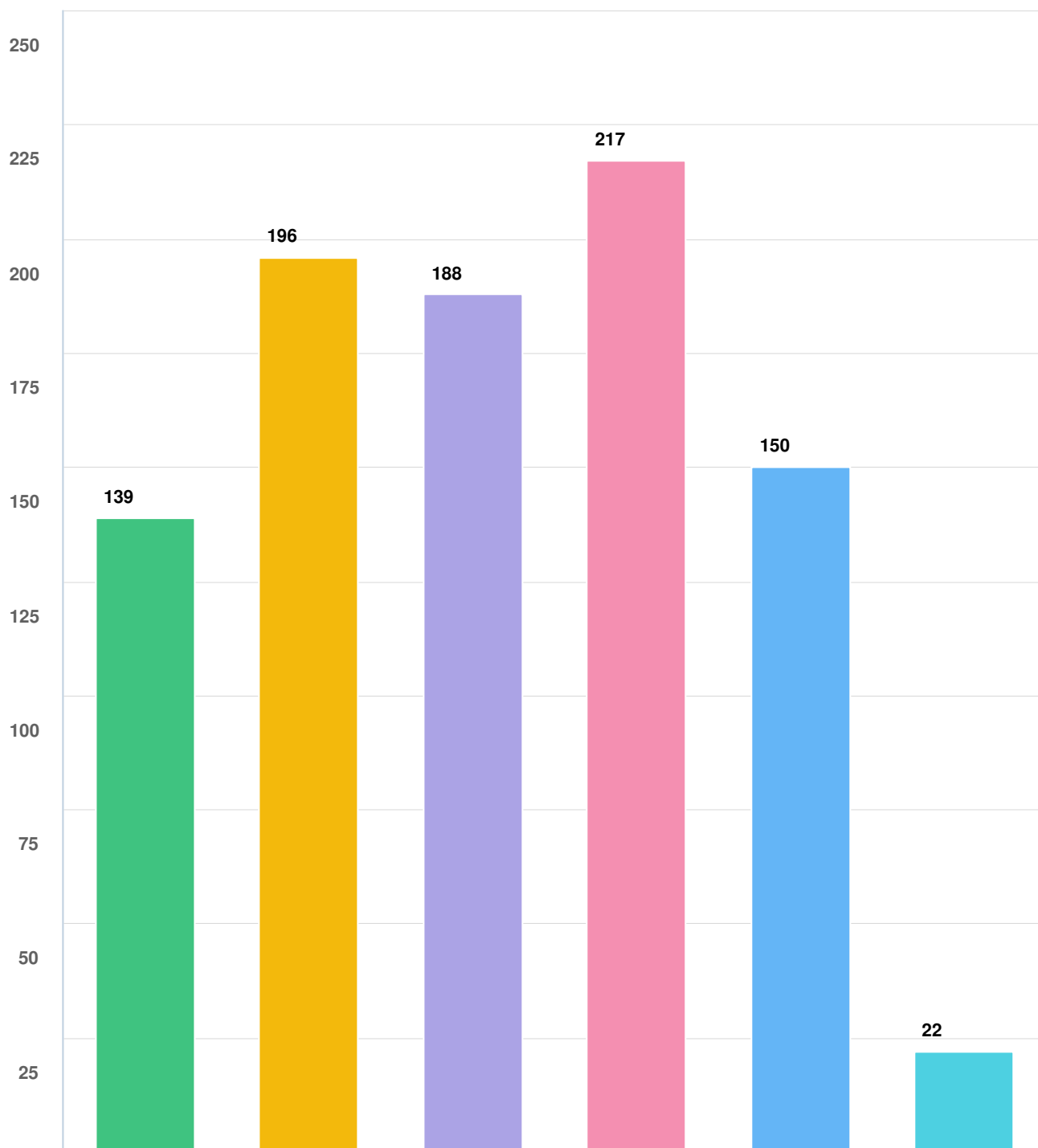




Others double parking / not abiding by regulations



Q7 ORS 174.101: a “Recreational vehicle” means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation. Based on the definition above, which of the b...

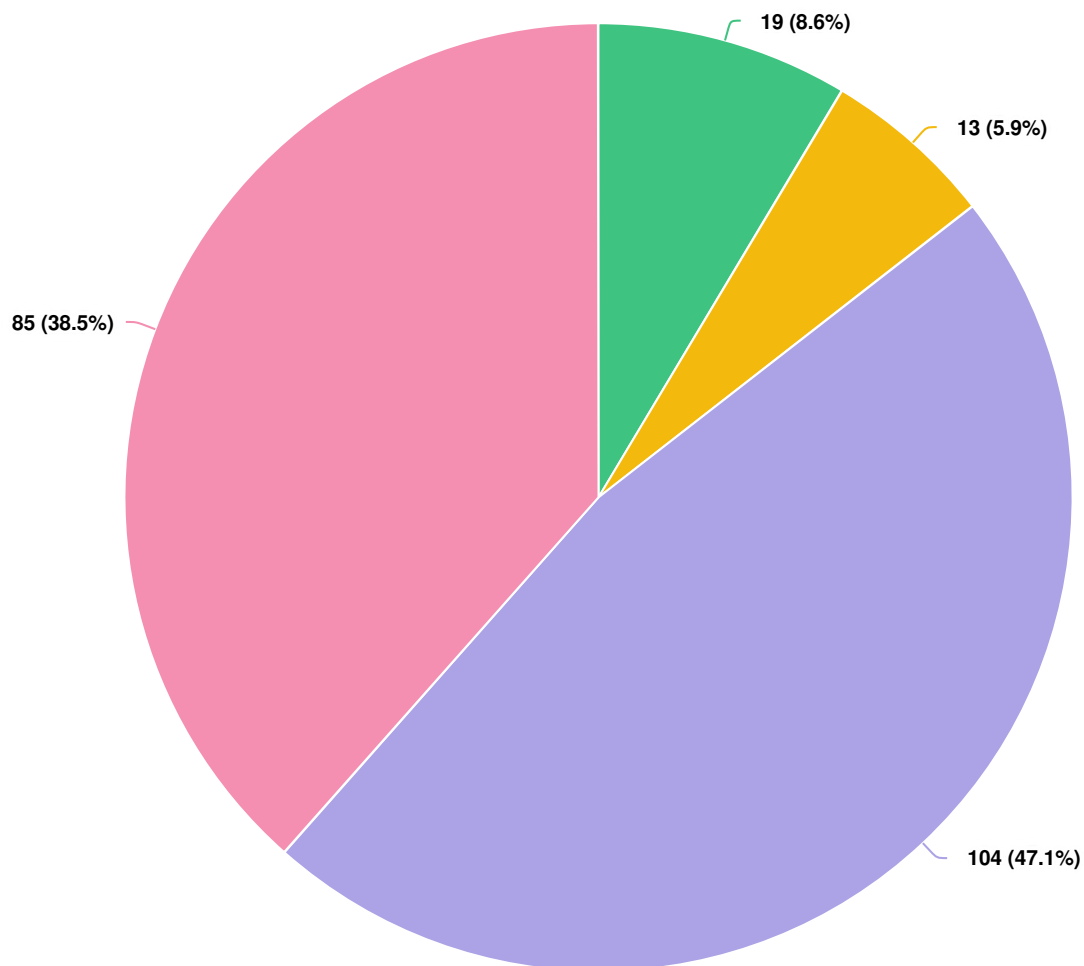
**Question options**

Other (please specify) Passenger truck with camper in bed Motorhome Unhitched trailer Trailer Sprinter van

Optional question (221 response(s), 0 skipped)

Question type: Checkbox Question

Q8 Do you and/or any of your neighbors own an RV?



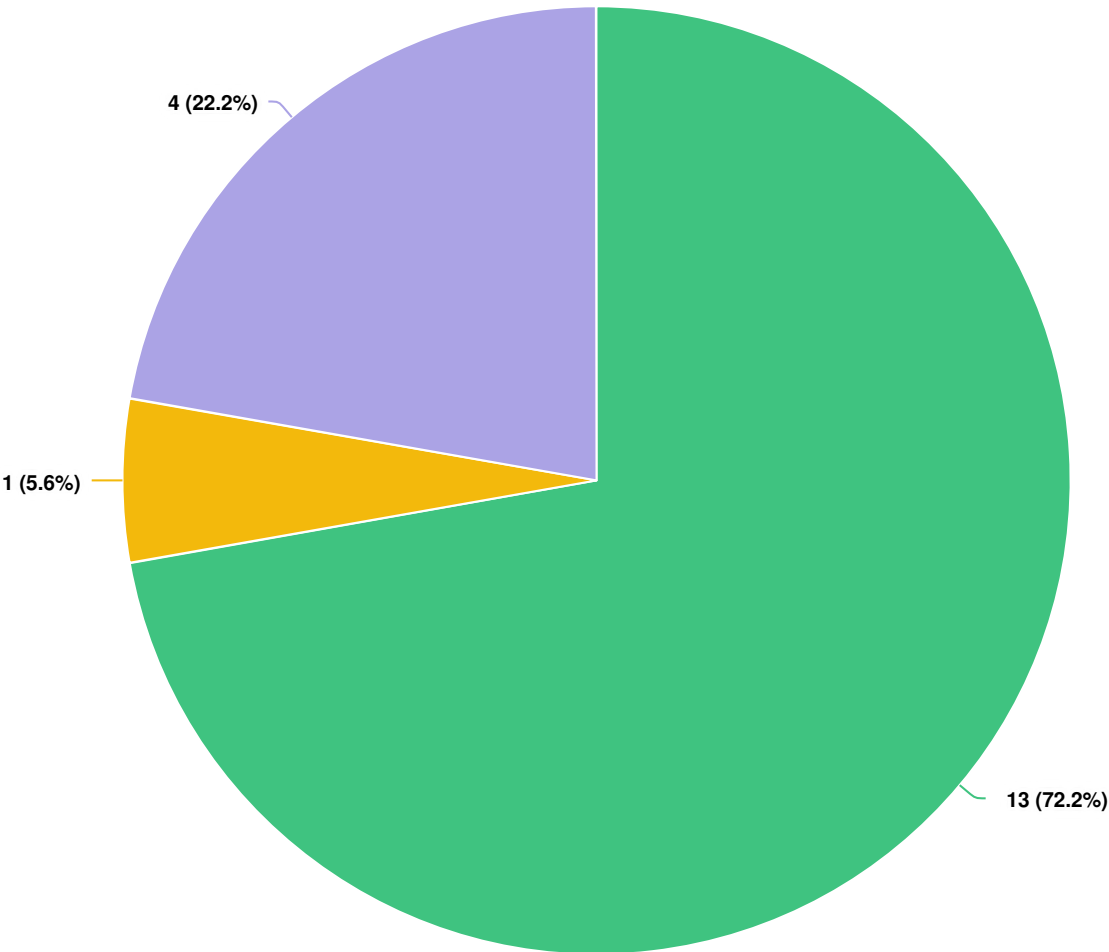
Question options

☐ Neither do
 ☐ They do; we don't
 ☐ We do; they don't
 ☐ Both do

Optional question (221 response(s), 0 skipped)

Question type: Radio Button Question

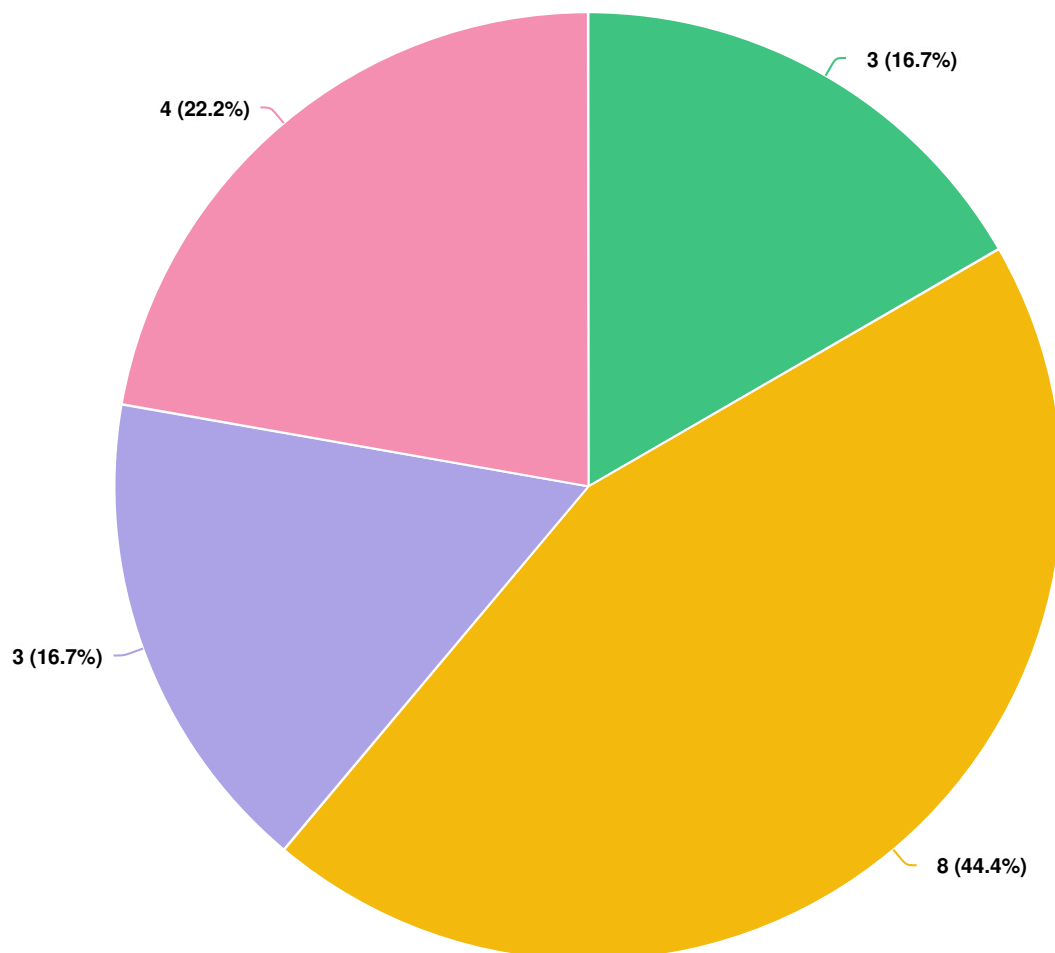
Q9 | Is there adequate space for you and/or neighbors to park an RV near your primary residence?



Question options

☐ Rarely or never ☐ Sometimes ☒ Almost always

Optional question (18 response(s), 203 skipped)
Question type: Radio Button Question

Q10 How long do parked RV's typically remain parked at/near your residence or business?**Question options**

More than 72 hours 48-72 hours 24-48 hours Less than 24 hours

Optional question (18 response(s), 203 skipped)

Question type: Radio Button Question

Q11 What factors should the City consider when drafting any revisions to parking regulations?



Optional question (214 response(s), 7 skipped)

Question type: Likert Question

Q11 | What factors should the City consider when drafting any revisions to parking regulations?**Cost**

Should not be taken into consideration : 24



Slight consideration : 50



Moderate consideration : 99



Major/primary consideration : 40



10 20 30 40 50 60 70 80 90 100 110

--

Administrative workload

Should not be taken into consideration : 32



Slight consideration : 79



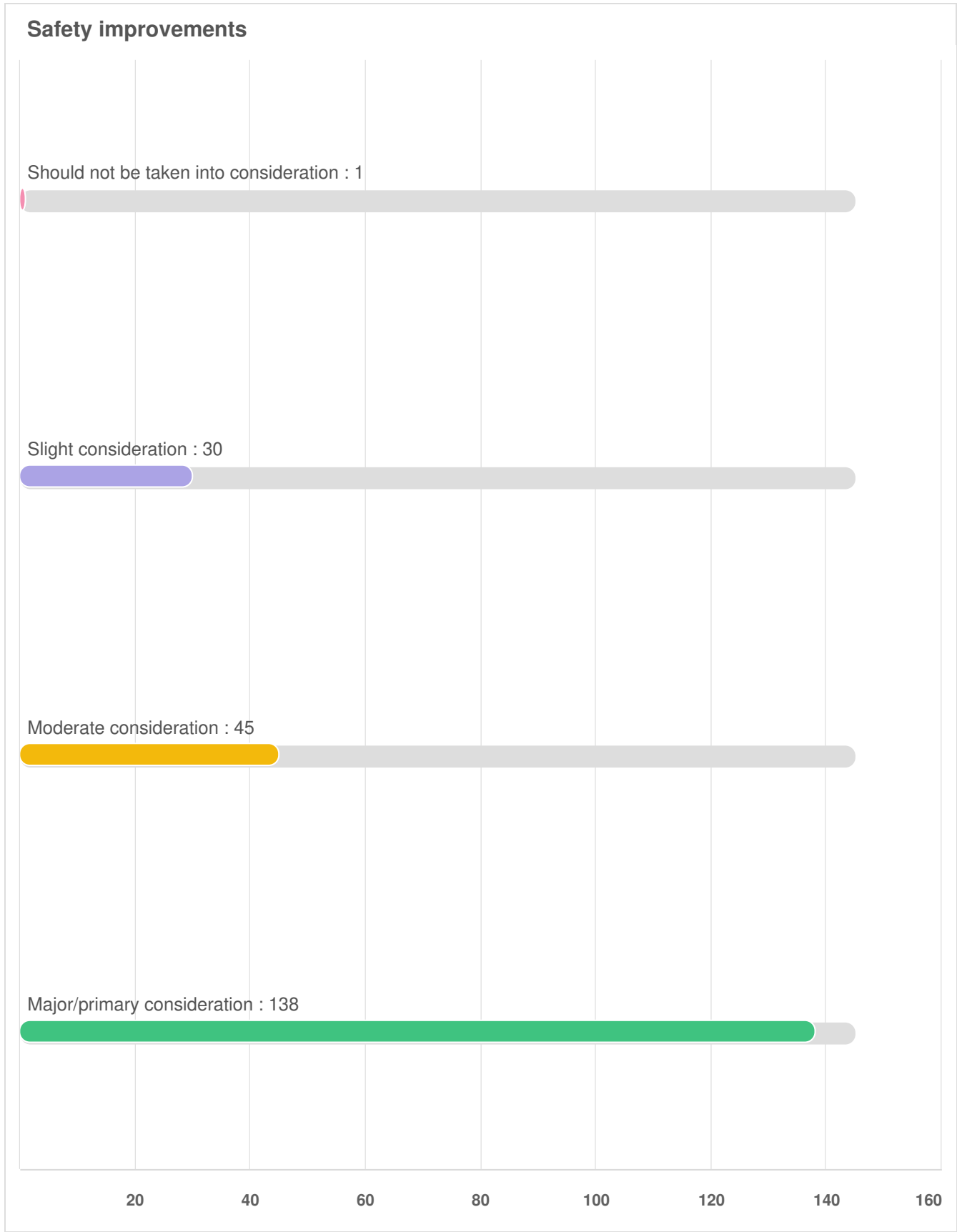
Moderate consideration : 76



Major/primary consideration : 24



10 20 30 40 50 60 70 80 90



Livability improvements

Should not be taken into consideration : 7



Slight consideration : 23



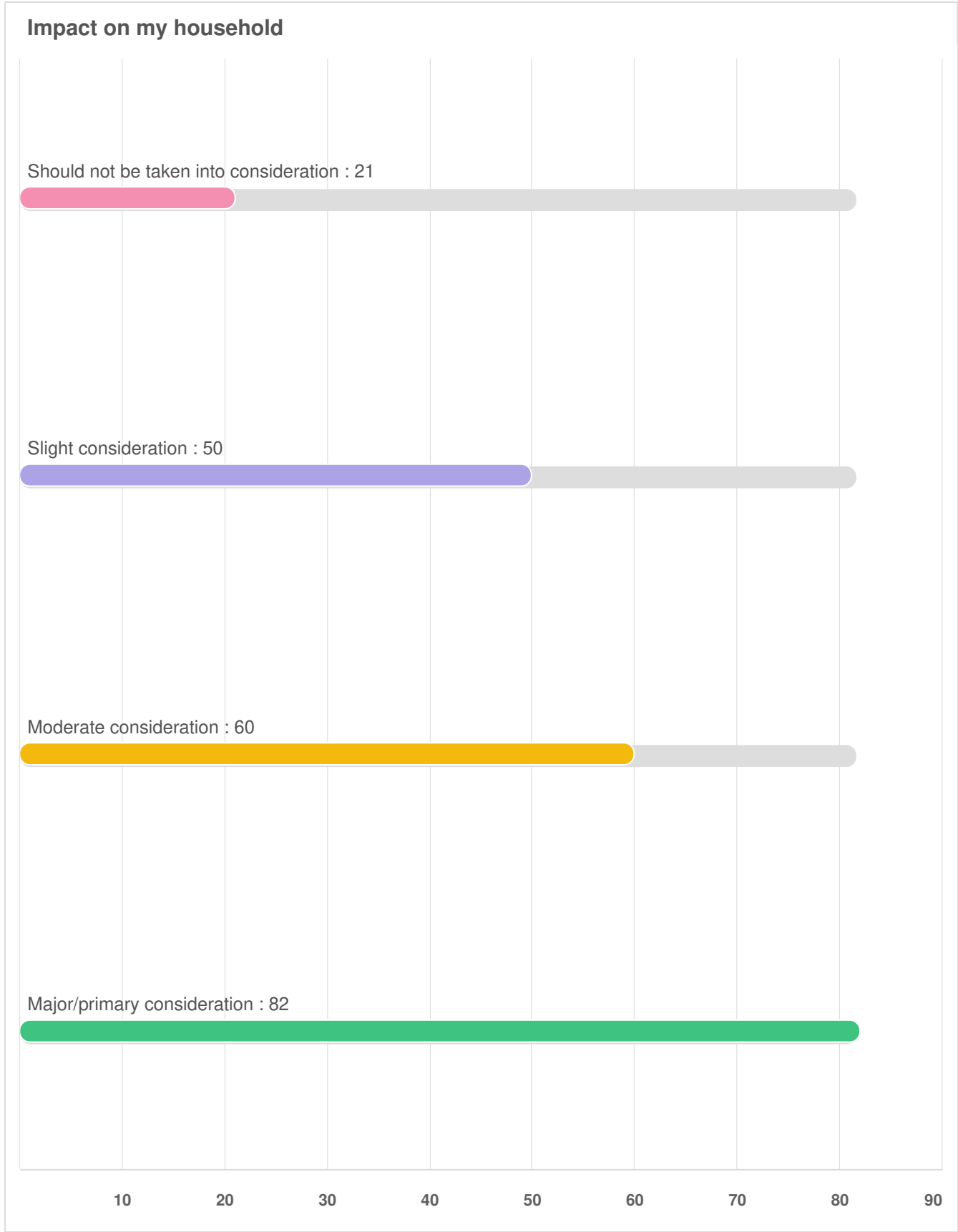
Moderate consideration : 43



Major/primary consideration : 139



20 40 60 80 100 120 140 160



Impact on neighbors

Should not be taken into consideration : 10



Slight consideration : 48



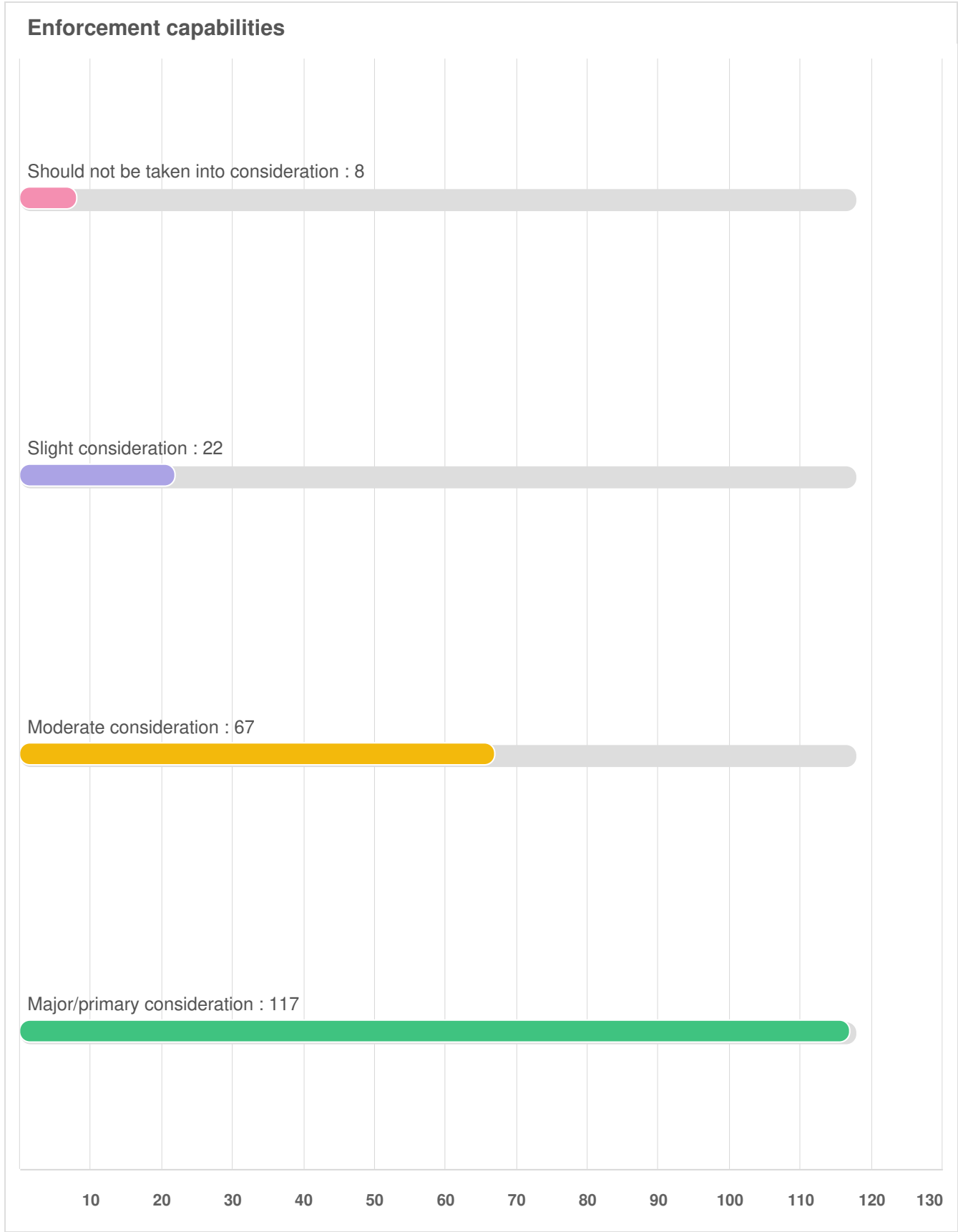
Moderate consideration : 62



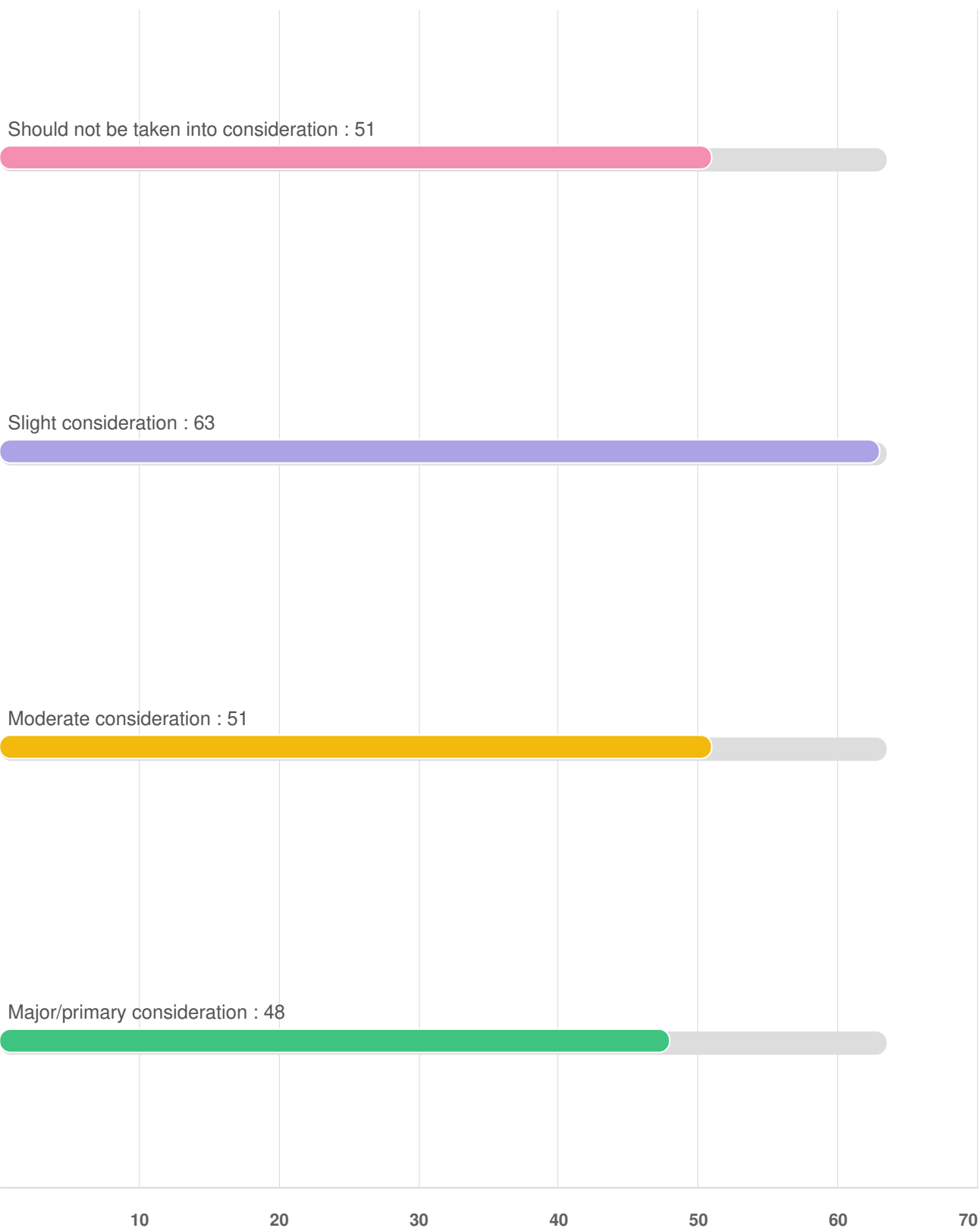
Major/primary consideration : 93

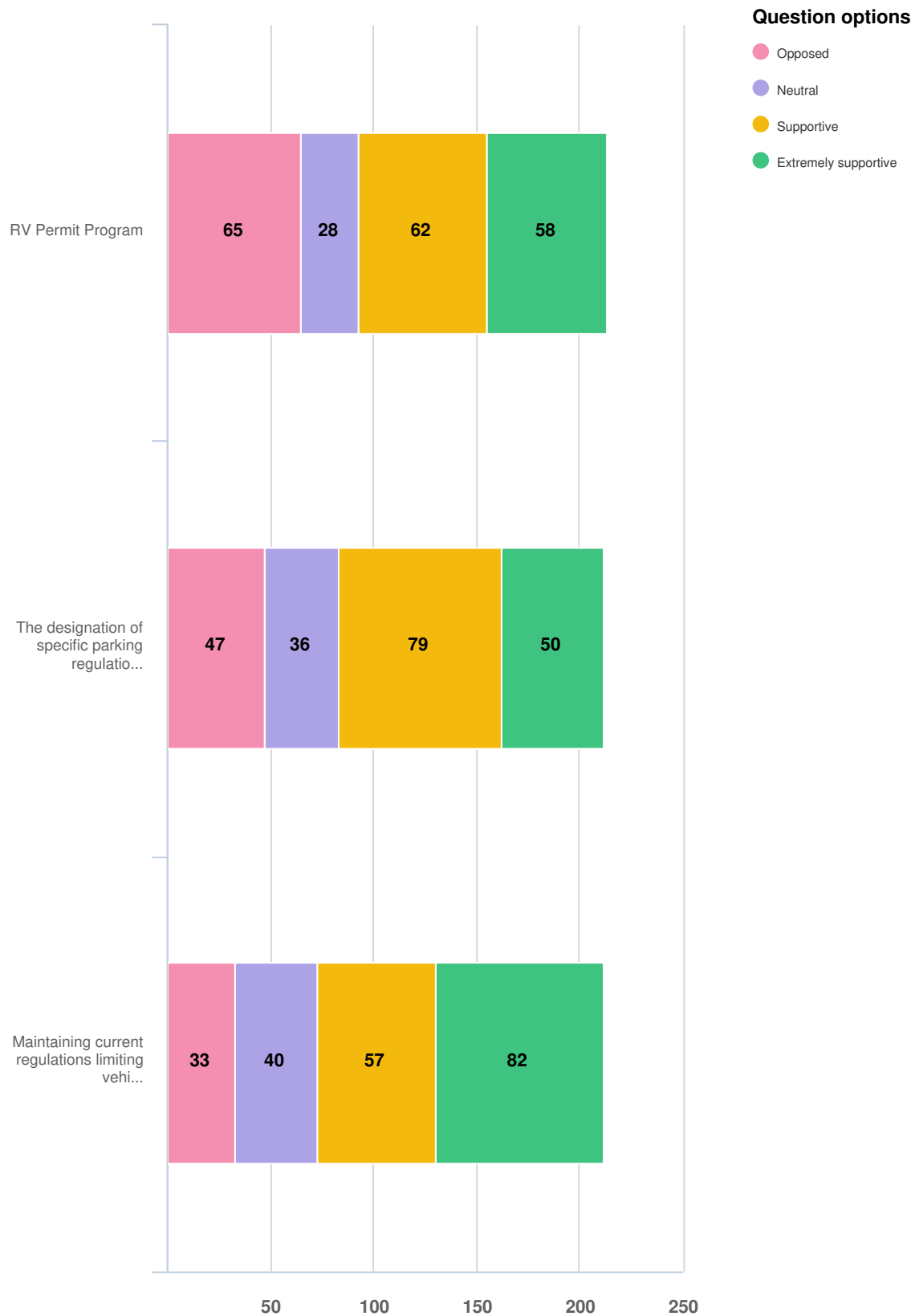


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Over-regulation concerns



Q12 Which of the following directions would you support the City pursuing?

Optional question (214 response(s), 7 skipped)

Question type: Likert Question

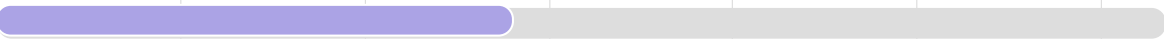
Q12 Which of the following directions would you support the City pursuing?

RV Permit Program

Opposed : 65



Neutral : 28



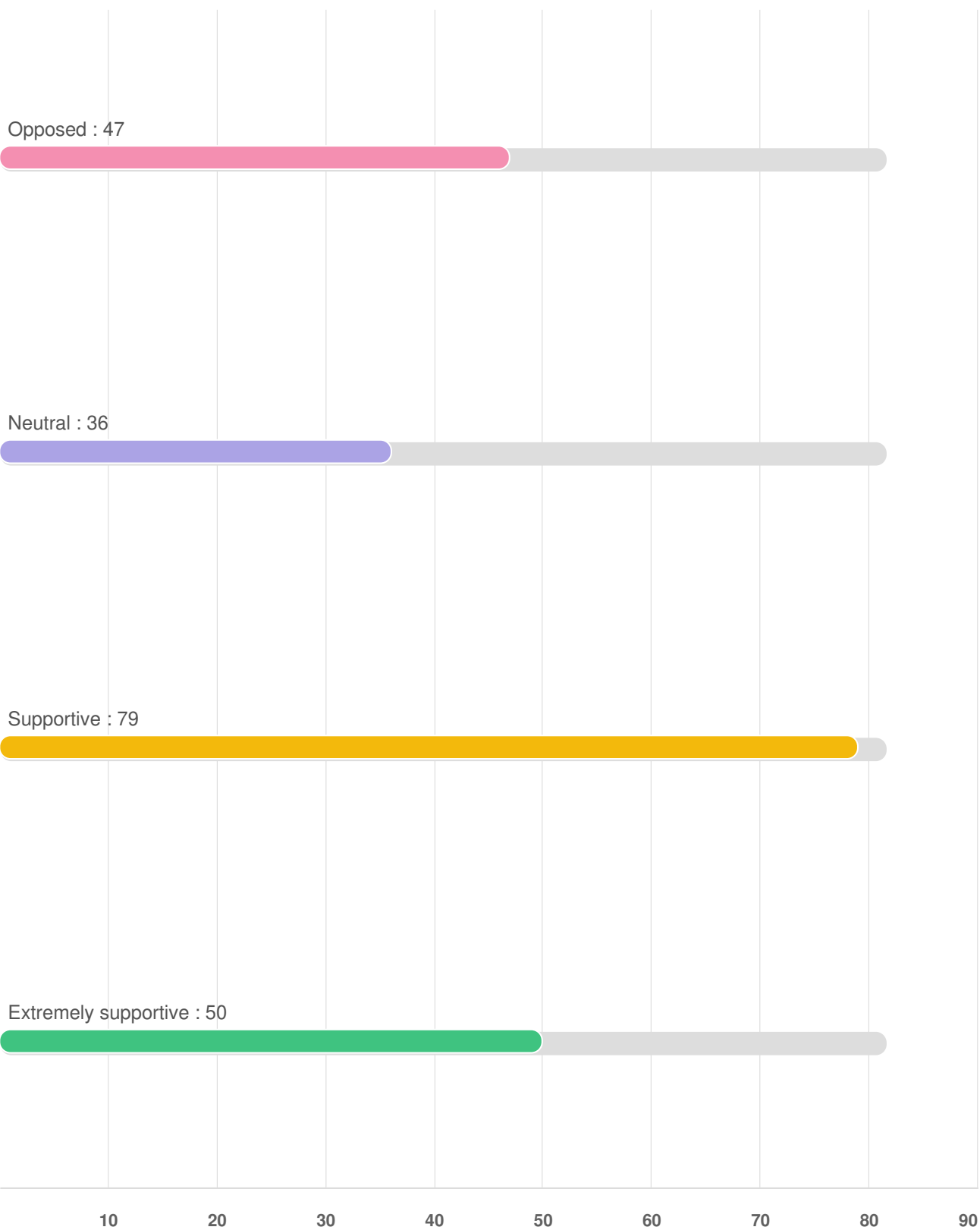
Supportive : 62

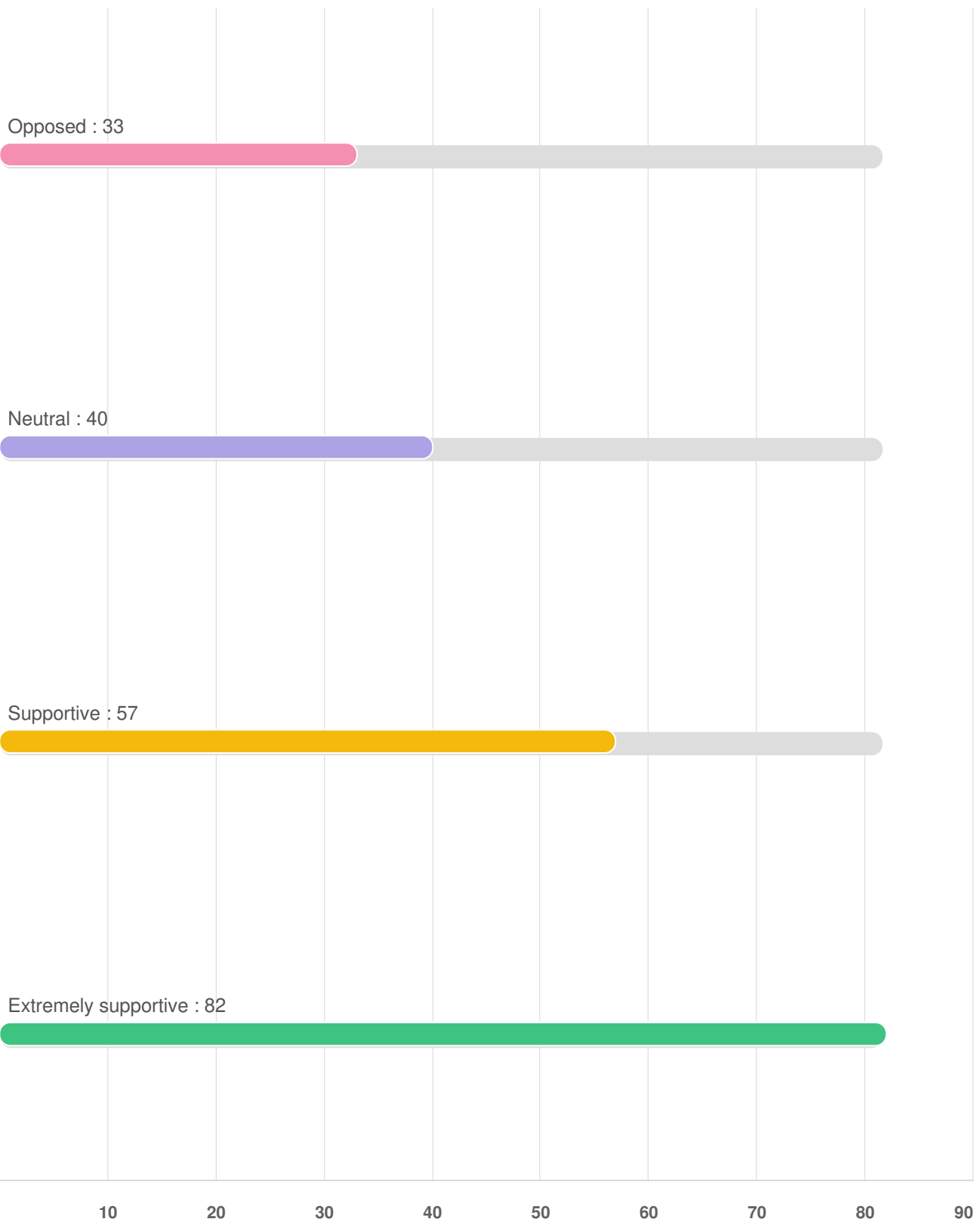


Extremely supportive : 58



The designation of specific parking regulations per land use zone



Maintaining current regulations limiting vehicles to 72 hours in one location

Q13 If you have additional thoughts or concerns to inform this project, please share them here:

Smbmth

9/02/2025 01:02 PM

I think that three days is too long, we already have a hard enough time getting the 72 hours enforced. I wonder if the permit requirements could include where the vehicle plans to park, etc. so that the police will know where in the city these types of vehicles are located.

willie

9/02/2025 01:27 PM

the problem with rules/laws, especially regarding people, is that there are always some situations that need special attention, exemption, etc. if that could be taken into consideration, that would be helpful, especially in the case of a houseless person with kids.

B Evans, City of Wilsonville

9/02/2025 02:07 PM

d

Sam

9/02/2025 03:21 PM

Possibly think outside the box and create an affordable long-term RV park for those in temporary or transitional need.

WVRez

9/02/2025 03:25 PM

If city residents were better informed of the 72 hour policy AND had clear instructions on how to and easy access to report RV's, it seems the public could assist the city in reporting RV's, and administering the policy. In addition, if the city had a designated page that is updated in real time with a city map, license plate numbers of reported vehicles and status stickers of how many hours the RV has left on their stay, there would be less redundancy for staff/police and real time updates for citizens to see when an RV is expected to be moved. The web page hourly status could also correspond with identifying stickers on the physical RV with big bold print of the initial notice date and the parking expiration date. Citizens could update the web page if the RV remains on the street past the deadline, which could trigger the next steps per policy (towed?).

Jeffrey

9/02/2025 04:03 PM

I would prefer a 24 hour limit to one location for parking of ANY vehicle in one spot. Do not let people live out of their cars or RV's in Wilsonville. Just look at Portland, San Jose, Ca, San Francisco, etc. where it is a complete mess with people living out of their vehicles. Wilsonville is a nice city. I hope we can keep it that way. Let's make a 24 hour limit city code for parking.

Swillsh

9/02/2025 06:17 PM

I live in a neighborhood where transients frequently park their vehicles. When the 72-hour parking rule is enforced, they simply relocate their vehicles to another part of the neighborhood, which doesn't solve the problem. I've also noticed RVs parked around town for days at a time, and I often feel uneasy walking near them. We need to take meaningful action to address this issue and prevent our city from following the same path as Salem.

Chi Chi

9/02/2025 06:43 PM

The issue is the current regulations aren't being upheld. If current regulations were upheld this wouldn't have become an issue.

Miranda.Tate

9/02/2025 07:03 PM

The proposed policy changes are actions which will persecute the poor in our community. The city's time and resources would be better spent finding ways to increase the affordability of living in Wilsonville rather than persecuting our unhoused residents simply for being poor in public.

GeoMan

9/02/2025 07:13 PM

I fear the proposed RV regulations disproportionately target low-income residents and those living in poverty. The policy doesn't serve public safety so much as it serves the comfort of well-off property owners. If safety is truly the concern address that but don't disguise displacement as policy. While we're living in a housing crisis punishing people for how they survive is just a failure of compassion.

Buttermilk

9/02/2025 07:20 PM

Heart of the City help should only go to residents; same with the Food Bank.

RickWallace76

9/02/2025 07:34 PM

I think as long as we have vast, underused parking lots, we will have all kinds of vehicles parking in them. If someone is living in an RV then they probably can't afford to pay for a permit. As long as they move it from time to time and aren't committing crime then I would support leaving them be.

MarkP

9/02/2025 08:51 PM

Would prefer to see a 24 hour limit in one location. In most instances it's obvious whose squatting along a street or roadway. The longer an "rx" remains parked in one spot is like an open invitation for other squatters to settle in along the same street.

krobins7

9/02/2025 09:33 PM

We should NOT be allowing people to who live in an RV to legally park on the streets or parking lots in Wilsonville. We pay taxes to live here and those taxes are not for others to use an RV as alternate

housing. Wilsonville should be preserved as the hidden gem that it is and not allow RVs to park here otherwise it will turn into a Portland situation. When the RVs were parked by the splash pad it made me feel very uncomfortable and made it so I could no longer take my kids there. As someone who moved out of Portland my family and I strongly disagree with the use of people living and parking RVs in our city. It will deter families from wanting to live here.

Property owner

9/02/2025 11:06 PM

I own an RV- I also own a home and pay taxes. I take family trips all summer long and occasionally need to park my Airstream in front of our house in Villebois. This could happen more than six times a year. I am a tax payer and a good citizen. I should be able to have a year round pass or something to the effect to allow me to use the streets I pay for and the land I own. I store my RV in storage when not in use. I am ok with a permit as long as it doesn't cost more money and I am not limited to 6 times a year. Most occurrences are overnight and sporadic. I don't have time to plan for permits or want to limit when I can use the streets I pay for. I understand there is a need to restrict this but I should be able to park my RV I own in front of the house I pay property tax on. It usually brief and never over 72 hours. I would love to be interviewed about this- very concerned citizen.

CRoth

9/03/2025 05:30 AM

The housing crisis is real. Don't attack people who are already hurting by enacting laws to appease those who are well off.

Anders

9/03/2025 07:02 AM

72 hours is too long for a RV vehicle to be parked in the same spot. Local PD needs to be allowed to tow a RV after 24 hours parked in public. If they don't want to use the safe rest parking lot then they should not be allowed to park for days anywhere else

Ariel

9/03/2025 08:50 AM

RV's shouldn't be allowed to park throughout the city for camping purposes. A homeowner should be able to park in their neighborhood near their home without time limits, however the vehicle should be in running order and should have current license plates. Keep in mind that people do go on vacations and can't always move their car within a 72 hr period.

Michele Dempsey

9/03/2025 09:28 AM

Concerned about RVs parked on neighborhood streets, in parks, and in public parking lots overnight.

Rwebster

The RVs are an eyesore, cause congestion and are a traffic safety

9/03/2025 09:37 AM

concern. I get pulled over if my DEQ is expired, yet people are allowed to drive oversized, unsafe vehicles all over the place which poses a public safety risk.

SSALA

9/03/2025 11:17 AM

Cat and mouse games should be shut down after 2 moves. Or say they can't come back for 2 weeks or at least a long period not 1 day.

Jeff Richmond

9/03/2025 02:13 PM

Revisions to the RV parking code, if anything, should make it more restrictive. I understand the benefit of allowing our current residents the ability to park RV's near their homes for loading and unloading purposes only, but that benefit should not extend to other activities (storage, use as housing, etc.) or to non-Wilsonville residents.

Michelynn

9/03/2025 04:10 PM

If you live in Wilsonville and you own an RV you shouldn't need a permit to park it in front of your house to load it and unload it. In addition, if you're parents come to visit and have an RV they should be allowed to park in front of your house for a limited amount of time, a week or less, and stay in it overnight. I get that the city doesn't want homeless people living on the street but it's ridiculous that relatives can't come and visit and stay in their RV park in front of your house. Figure out some kind of a permit system for that forget about homeowners needing a permit to park their RV in front of their house to load and unload.

Bicycler

9/03/2025 09:38 PM

If the City is so reluctant to enforce their current 72 hour rule due to stated \$7-10k per vehicle cost to tow, why would they even consider making more strict and complicated rules that are unlikely to be enforced? I see no issue with the current 72 hour rule and no reason to make a change. There are no regular issues with parking or RV's in our neighborhood. Maybe other more dense neighborhoods have issues, but that is something that should have been considered and addressed during the City's construction permitting process for dense housing, not via bandaids overzealous parking regulations years after dense housing is built.

RWortman

9/03/2025 10:00 PM

Your approach is mistaking a problem with "apples" and providing a solution for "oranges". Only in extremely rare cases is RV parking a *safety* concern, and I would be interested in how you have determined that your specific solutions (i.e. adding a 72 hour permit) address your concerns for public safety. Issue: RVs are NOT the problem. Short term parking of RVs are not the problem! People using RVs as temporary (?) housing, i.e. "camping", may be the problem. Do not conflate one with the other!!! Please do not promote a solution

whereby I need to park my RV in front of my own residence for 72 hours, then move it to be parked somewhere else, then move it back. THAT does NOT address your problem with "camping". FYI - It is very typical for beginning of season and end-of-season maintenance activities to require more than 72 hours (I can get into the details if you wish - including many *SAFETY* issues that you are apparently NOT CONCERNED ABOUT!!) Occasionally, 4 or 5 days of maintenance is required to address all of the SAFETY concerns, along with routine maintenance concerns. My recommendation (without insights into public concerns and staff input that has not yet been publicly shared) - 1) Treat ALL vehicles the same; Do not discriminate against owners of certain vehicles! The "safety concern" that you are attempting to address does not apply strictly to RVs!! 2) Maintain the current 72 hour limit on *any* vehicle parking (and return to parking within 100 feet), except allow a twice-a-year free online permit for up to 120 hours, with consideration of a (modest) fee permit for durations in excess of 120 hours.

K8joo78

9/03/2025 10:59 PM

Consider adding additional safety/security/police surveillance where warranted.

PWilsonville

9/04/2025 07:31 AM

City needs to highly regulate and limit RV Parking in Wilsonville or it's going to start looking like Portland here and homeless camps will start springing up.

KK

9/04/2025 08:20 AM

This is less about creating a framework to add processes, programs, and NEW prcedures and much more about enforcing the law. Citizens live in the suburvs to avoid PDX lack of law enforcement and refusal to clean it up. Do not allow RVs to be parked around the city. Full stop. Not in parking lots or on curbs in residential areas that are not privately owned by homeowners following their HOA CC & R's. Just follow exhistng 72 hr laws in place.

R

9/04/2025 09:28 AM

There really should be no public parking for RVs for longer than 24 hours.

WilsRes

9/04/2025 09:54 AM

Rv permit program: so you are saying that 72 hrs x 6 times a year? essentially 18 days a year? Ok as long as days after the initial 72 hours cannot run together. And is the permit per vehicle? or per person? Is the permit per vehicle no matter the location? or can they get multiple 72 hr permits for moving to a different spot? It should not be allowed to just have to move a few feet. We CANNOT become Portland and have vehicles parked everywhere 'camping'. It is just

going to get worse with other states/cities sending their folks to the area. And ENFORCEMENT is key. If people have an RV as recreation, and it cannot fit in their garage (or yard where allowed), then they need to store it.

Kroche

9/04/2025 12:44 PM

This survey is disappointing; in particular why not ask how folks feel about long term campers/rv's parking in public spaces like parks, the library for extended periods of time? How about educating the public on current resources that are being used/spent? What is the cost for garbage pickup at City Hall as a result of campers, as well as other city expenses (cost of towing vehicles/campers). Have meals/costs at community center been impacted as a result? Chart to show visits and expenses over the past decade. Include a chart on other local communities enforcement policies (West Linn, Tualatin, Lake Oswego) who are not magnets for campers staying months/years. Data on how many are camping on average at our city hall nightly versus other communities. We seem overly worried about "lawsuits" while other municipalities do a much better job moving campers/rvs out of their towns (providing help but not enabling). Tualatin very rarely has a single car camping overnight at its designated area (police station). Why is this? We seem to be lacking very critical data that would help inform and educate. The Town Center is noticeably better since late July but it took a grassroots effort of local citizens to start speaking up the past few months to get the 3-5 campers out of the private parking lot there. These are campers that have been here for over a year. Consideration should be given for overnight camping to be moved to transit center/Vuela as resources will be there (charging stations, Heart of the City, easy access to transit). Concept of "hand-ups" versus "hand-outs." Empathy and care extended to those wanting help with full resources available but for those that want to maintain this nomadic lifestyle Wilsonville needs to follow other communities leads in addressing these groups of people so we are not a permanent pit stop. My 84 year old mom (Charbonneau) is no longer shopping in Wilsonville bc of her experience with a homeless man masturbating in the morning at the Korean War Memorial Park. She's talked with several residents in Charbonneau that no longer shop in Wilsonville but go to Canby. This hurts our local businesses. The survey fails to capture a full lense view. Safety concerns and livability for existing residents should be a major factor unless our leaders wish to see us further align with Gresham (a comparison the EcoNW made in response to a question by Councilor Dunwell.) When I talk about this to other concerned citizens they are disappointed to hear this comparison. As the president of Wilsonville Meadows HOA when an "outside" camper attempts to park in our neighborhood I receive 6-8 text messages within an hour of it parking. Residents here do not want outside campers overnight parking in front of their homes. This has the potential to cause a volatile/unsafe

situation when you have residents interacting with unknown, out-of-the-community campers. This has happened three times this year and we call LE to chalk and inform the outside campers overnight camping is not allowed. I hope more care/time is taken to compile relevant data points and provide these transparently to the public and to our city council.

Peepsy

9/04/2025 12:49 PM

I don't think anyone should have an RV or inoperative vehicle parked in front of their house at all if it isn't theirs and if it is, it shouldn't be for more than the current time limit. But somehow people need somewhere to go if that is what they live in and they need to be able to stay longer, which means they should be on the road to being housed or employed or having treatment. Corvallis has an effective homeless program and the name escapes me. Besides the city lot, there are empty lots like the Regal movie theater, etc. That brings up new problems - and opposition - people will come from other cities, people we don't want, the cost, etc. So it's a thorny problem that will grow if our economy flat lines which is quite likely. But Wilsonville is usually ahead of the game, and this simple little question of parking limits is anything but simple when you dig into it.

Island1

9/04/2025 01:17 PM

I'm one of several who call about RVs overstaying the 72 hours. It seems to be about 3-4 "regulars" who are called about continually. The 72 hours is fine, but then they just come back and park again. It is like a revolving door, and it does not appear to deter them from continuing to return. We've lived here for 30 years, and I do NOT want our lovely, clean town to become a smaller version of Portland and their mess. If we don't deter these people, more will come. I like the permit process, if I understood correctly, that they will only get six permits annually and each time they can only park for 72 hours for a total of 432 hours per year they can park on our streets, then they need to move elsewhere from Wville. Thank you, Carol

MRooney

9/04/2025 01:26 PM

Two issues that stand out to me are the cost to tow an RV and the potential for leaving a person or family unhoused. I don't know what the best solution is for this, as I'm sure there are unintended consequences for any option. I'm wondering if the city has looked at what other cities do with regard to RVs and if there are successful policies in place that are embraced by residents, are cost effective, and maintain the dignity of the RV inhabitants.

ElizabethPeters

9/04/2025 01:33 PM

Initial survey questions focus on parking around the individual's home and finding adequate parking there. While this is important, a major issue with RV parking/camping in Wilsonville is safety/livability around

businesses and public areas. I've heard from several people--especially our elderly--that they no longer feel safe in public areas due to campers and inappropriate activity downtown.

TNorth13

9/04/2025 02:16 PM

We need to stop homeless parking in Wilsonville. Or make sure they are parking at city hall like they are suppose to.

Jamey

9/04/2025 02:26 PM

I am adamantly opposed to Wilsonville lightening their stance on nuisance RV's parked in our public and private property. This is not Portland! I moved here to live in a safe community and I am beyond upset at the city council in the last 5 years. They are NOT listening to the residents of this city. We are more opposed to free buses traveling to Clackamas Towncenter. We certainly had no say in this 5 story affordable housing project that is being built. I am a social worker in Salem. This place will raise crime in this city... you've made me and my neighbors want to move from Villabois. We need to think like a small community which we are. Leave these big ideas to cities like Portland.

Myhome

9/04/2025 06:26 PM

RV's parked in commercial parking lots (Safeway) are as much an issue as on streets. We do not want to become a mini Portland. Keep our city clean, NO HOMELESS on our streets or in are parks!!

AmandaS

9/04/2025 08:39 PM

I'm not concerned with residents more so the homeless RVs and vehicles moving around town every 3 days. This is the rv issue that needs to be addressed.

CB

9/05/2025 12:28 PM

When semi tractor trailer vehicles park in my neighborhood. I would like for that to stop, the streets in my subdivision are too small for two vehicles to drive by each other and allow for street parking. Semi trucks parking here make it worse.

G

9/05/2025 03:01 PM

Sprinter vans should be explicitly exempt from being considered for enforcement of any RV restrictions. The vans themselves do not constitute an RV and checking their contents constitutes a violation of privacy. Vans in general are used as family vehicles, discriminating against this vehicle is against the core principles of family values that many moved to and live in Wilsonville for.

Oregonclimber

9/05/2025 04:04 PM

I firmly believe that a sprinter van should be excluded from this list because it is not a recreational vehicle. We own one and so do our

friends and neighbors, but we use this as a daily vehicle to transport our family (kids). We cannot park our family vehicle in the garage. We used to own a pickup truck, which also was too large to park in our garage. So, street parking was our only option. We maintain our vehicles and homes, respect our neighbors, and never impede traffic. Please consider removing sprinter vans from this project. It would put us and many families in financial binds to go to great lengths selling our primary mode of transportation, as well as consider moving elsewhere.

Angiek

9/05/2025 04:17 PM

Sprinter vans shouldn't be considered RVs. Any vehicle should be moved every 72 hours

K Webster

9/05/2025 04:27 PM

These questions are tailored in such a way that makes me assume that you believe that residents' concerns is over parking. That is not the case. All Wilsonville residents that I have spoken to about this are concerned that people that are not Wilsonville residents are coming here to park their RVs on Wilsonville streets and shopping plaza parking lots and to live in them in our city. This is a safety concern, not to mention an eyesore. We have seen how this plays out in Portland and the problem will only grow if not promptly addressed. Non-residents living in their RVs are not welcome in Wilsonville. If they are homeless, they have options that should absolutely not include living in their RVs in our streets. Trying to paint this as a parking problem is sorely missing the point. We do not want vagabonds living in the streets and parking lots of Wilsonville. I think that RV parking permits for Wilsonville residents that show proof of residency is an appropriate solution.

Kendramcq

9/05/2025 04:58 PM

Maybe direct parking to City Hall lot between certain hours, like with tents.

Steve S

9/05/2025 05:24 PM

We have an excess of "no parking" areas in our area. Typically if an RV (truck with attached trailer) is visiting a neighbor they can take at least 3 normal spaces is an area that already has limited parking. If a permit was required how would that be implemented and enforced.

rosiems7

9/05/2025 05:43 PM

I support maintaining the safety and appeal of our neighborhoods. Thank you for considering this topic to keep our families safe and our streets clear for the busy day to day commutes. It's ideal to arrive home from long days at work to available parking near our homes.

Steve I

9/05/2025 06:00 PM

Please don't include sprinter vans in this.

SarahD

9/05/2025 06:15 PM

Sprinter vans are not RV's

cheryl

9/05/2025 06:41 PM

I think you should consider safety as well. WE have a RV that parks on our street consistently and it blocks sight of view for vehicles coming in/out parking lots. I also think you need more enforcement

F1riv54

9/05/2025 07:00 PM

I am concerned that rvs are allowed to be parked in all public areas, specifically the parks and playground my kids frequent.

ablackham

9/05/2025 07:29 PM

I intentionally live in Wilsonville and not Portland because there's less RV/homeless campers and the city takes pride in safe/clean streets and parking enforcement. Allowing RV parking more would open the potential for Wilsonville to deteriorate in some of the same ways Portland has.

Moore

9/05/2025 08:16 PM

Sometimes residents have family members visiting who arrive by RV. I would favor a permit process that would allow them to park by the residence for a few days or a public lot where they could store their RV while visiting. The number of permits allowed per resident would need to be limited to prevent abuse.

Enchanted Forest

9/06/2025 07:54 AM

Keep up the good work. It's working in Wilsonville.

MikeM

9/06/2025 09:17 AM

I assume that with the permit system, it would help prevent RV owners from moving their RV from location to location every 72 hours, which is not an effective or impactful regulation. The permit should regulate the number of times an RV owner can have the vehicle parked on public street based on the permit rules (i.e., a total of 6 times per year to park an RV on a public street). There should also be strict regulations against RV owners parking an RV in front of residence unless its the owner of the residence.

Aaird80

9/06/2025 11:25 AM

I would propose and support a policy that extends the limit during Summer months to 5 days giving people the flexibility to load, unload and prepare for their next trip. I live on a wide street where my camper does not impede the safety of drivers or pedestrians. However it bothers an "anonymous" neighbor that regularly calls

police or city code enforcement. It is obvious that it is not being lived in or abandoned. I do not support a policy change that will empower my "neighbor" to complain more frequently or that will create any more work for city or law enforcement officials.

bryan

9/06/2025 12:25 PM

The 72 hours should be parked on the street, not just in one location since people will just move it a few inches, down the block or around to another street so it is in front of someone else's home.

Ville 1996

9/06/2025 01:40 PM

Transient Motorhomes/Trailers should not be allowed to camp in Wilsonville.

Bjankovich

9/06/2025 03:32 PM

It seems you are trying to make it more lenient for homeless to park RVs

ZN

9/06/2025 04:07 PM

I think the biggest concern is enforceability. The currently regulation is broken all the time on my street, but without any consequences to encourage following the law. I don't know how to strike an enforcement balance, but I think that will be the hardest part of seeing any behavior change.

SeniorBoomer

9/06/2025 04:28 PM

In addition to "RV's", it would be very prejudicial of you if you did not include the preponderance of work and private business vehicles that occupy just as much and, in some cases, considerably more parking space than any van-like "RV's" in town. Times have changed, and Sprinter-like adventure vans have taken the place of the family vans of the past. They offer more seating than passenger cars/SUV's/pickup trucks and have features that support families with small children as well as elder citizens that require these features in order to travel comfortably and safely around this increasingly congested area. As long as they do not occupy more parking space than a passenger vehicle, pickup truck or SUV, or create problems for traffic flow, I honestly don't see a problem and banning them would be harmful to the residents that rely on them. I am not advocating for any longer-term parking allowed than is acceptable for all OTHER vehicles in the neighborhood, and no vehicle should be used for any habitation on the streets or alleys. I do believe that any sort of trailer (RV or utility) should be strictly limited to the 72 hours' limit as these are not appropriate for passengers or as a mode of transportation. I also believe that you should keep the parking rules as simple as possible, as confusion around them will in the long run only cost the city much more to enforce them. Please also be aware that everyone is different and how some folks craft their lifestyle might not match how their

neighbor might choose to live theirs. With that said, you will always hear from a cranky resident who is never happy and perhaps seeks company in their misery by spying on and picking on their neighbors, without even attempting to build a friendship or line of communication with them.

Imagine259

9/06/2025 08:17 PM

Our neighborhood streets should be for visitors and home owners/occupants parking, short term only not large recreational vehicles that can cause visibility problems when pulling out of or traveling our neighborhood streets. Thank you.

HMC

9/07/2025 10:27 AM

In Villebois we have had problems with the HOA and the police not wanting to orange tag and remove zombie semi truck and broken down cars that never move from our streets. We have heard lots of different reasons why the 72 hour street parking won't be enforced.

Hickcup

9/07/2025 02:39 PM

Discouraging vehicles (of any type) to be used for as residential habitats while parked on the street for more than 3 days should be prohibited. Restricting the use of passenger cars as residential habitats for any period of time should be prohibited. Permits for recreational vehicle parking beyond 3 days should be available up to (6) times in a 12 month period. Temporary water or electrical hookups that cross public right of ways (sidewalks, streets, etc.) should be prohibited.

Gma

9/07/2025 07:13 PM

RVs parked on residential streets near intersections represent a potential safety hazard. We have seen them parked this way for weeks at a time in our neighborhood.

Chainsaw

9/08/2025 07:55 AM

Our neighbors, who rent, are good neighbors except they often park their tent trailer and or boat directly across from our driveway. These will at times remain in this spots for weeks. When confronted, they move the Rv down the street into the Dulce sac.

REG

9/08/2025 09:27 AM

RV parking should be banned in the city.

LauraD

9/08/2025 10:44 AM

I would rather see solutions that also include additional services or provisions to help people who are living in their RVs or other vehicles. The overnight camping in the City Hall parking lot is a great example of this, as is directing people to the various agencies in town that can help them. Rather than towing such vehicles, encouraging them to

move them to an appropriate spot would be better. Are vehicles allowed to remain in the lot other than between the posted hours? It could use a lot of gas moving them into and out of the lot every day, which does not seem ideal when dealing with people who apparently lack funds for housing. What programs can we support that would help these people and reduce the need for them to use neighborhood parking?

barbara

9/08/2025 11:54 AM

In our area in Villabois we use to park our travel trailer, usually less than 24 hours while loading/unloading, directly in front of our home. We were going camping just about every weekend during the summer. We paid for storage when we were not using it.. If a permit is required maybe there should be exceptions for the amount of times you can obtain a permit, especially during the summer. Also, it would be nice if the permit was available online. I would like to see that If someone applies for a permit that the person would need to show proof of more permanent storage other than the street or parking lot you want to park on.

Epiphany

9/08/2025 12:51 PM

A distinction should be made between RVs that are temporarily parked for loading, unloading, or cleaning by a "residence" of Wilsonville (someone who lives a permanent dwelling - in a house, apartment, condominium, or townhouse) versus RVs being used as a residence.

Honey

9/08/2025 02:43 PM

I am opposed to including sprinter vans as an RV. Sprinter vans can be used as the primary family vehicle and should be allowed to be parked in the neighborhood without requiring a permit to park outside of the home.

Sprinter

9/08/2025 02:56 PM

Sprinter vans should not be considered an RV as they may be used as the primary family vehicle. They should not be required to obtain a permit to park in front of the home.

REBarrett

9/09/2025 10:26 AM

I have no problem with permanent residents parking their RV on the road in front of their home for a couple days to prepare it for travel or clean it up afterward. My issue is the derelict RVs and non residents who show up and park on city streets or parking lots and leave debris in the area. Those derelict RVs are usually, not always, inhabited by drug users and problem makers. They should be told to move on asap. If nothing is done about these run down RVs by the side of the road Wilsonville will become another mini Seattle with it's lack of enforcement.

wvillepaul

9/09/2025 05:19 PM

I live in Wilsonville Meadows. There is no parking problem at all here in the vast majority of the neighborhood, despite what people may tell you, except when there is a MAJOR high school event like, say, a once-a-year huge cross-country meet or robotics tournament. Having said that, we don't want to let Wilsonville become like Portland, where people take over streets for months or years with their RVs and do not move on. That can be an eyesore and a safety hazard.

Jazzy

9/09/2025 07:49 PM

HOA's are causing a lot of these problems. You should be addressing them since they harass property owners about RVs. We have an HOA that does not allow us to park in our driveway. When packing, unpacking, repairing, cleaning and have guests w RV's visiting there is no other option but to park on the neighborhood street. 72 hours is a reasonable amount of time to get it back to storage. Garages do not accommodate RVs and boats. If we pay property taxes and city taxes we should not be made to pay for permits for our private property use. . Homeless and abandoned vehicles should be a police matter. Do not punish the people who are following the rules. Have the police issue tickets or tow.

JM2

9/11/2025 01:58 PM

I have a great concern about RVs (and large corporate work trucks) parked along Meadows Loop, especially as it curves around the apartments just off of Wilsonville Road across from the high school. This is already a very narrow road due to parking on both side, and there is a lot of foot traffic (along the sidewalk, crossing the road to get to the park, getting in and out of cars parked during school hours) from kids from school, the park, etc. I have had to stop when another car is passing on the other side because of RVs and trucks (large corporate trucks) who park on the road along the curve. In trying to avoid people opening their car doors while getting out, I have had to swerve into the middle of the road, many times, on the curve which then puts me in the path of other cars. Someone is going to get seriously hurt or killed here.

Arie

9/11/2025 03:13 PM

I don't see this as a priority for the city to address with cumbersome and expensive new regulations and enforcement. I fear that this could be used to pester unhoused folks. Public streets belong to all of us and are part of a welcoming city.

J D

9/11/2025 03:19 PM

Many of these RVs that park around town are an eyesore, safety hazard and blight on the community. They shouldn't get a free pass to just move around town and park where they would like. They should be regulated and any laws should be strictly enforced. I feel like 24

hours is more reasonable.

Senior Edmundo

9/11/2025 03:25 PM

Vehicles and RV's without up-to-date licensing, or those illegally parked should be ticketed with written notification posted that subject vehicle/RV will be towed away if not moved within 48 hours

Bradley

9/11/2025 03:54 PM

I have not seen Wilsonville residents abuse the 72 hour RV parking limit, typically most are loaded/ unloaded and stored away from the residences. My recommendation is that individuals found to be abusing the current city ordinance be ticketed

AYeznach

9/11/2025 04:09 PM

Any "permit system" would necessarily need to be workable 100% of the time (24/7) and additionally would require real-time enforcement. I don't see that as being realistic in this town at this time.

aviatorbdm

9/11/2025 04:17 PM

Along with the concern of homeless motorhomes and vehicles parked indefinitely, also VERY concerned about neighbor's derelict vehicles parked in driveway. Then the neighbors who own businesses that park multiple work vehicles and trailers in front of their home and partially in front of neighbors' home. A residential neighborhood is NOT the place to park commercial vehicles, trailers, and equipment.

CJR

9/11/2025 04:30 PM

Please consider moving overnight parking to Vuela, where more services are available, and away from City Hall and its nearby residential areas. I appreciate you seeking feedback. I don't love this survey or how it was setup, but the idea of seeking feedback should happen and it's great to see you asking Wilsonville residents for their thoughts. Hopefully, that feedback will be interpreted fairly and accurately. My feeling is this: I'd like for our children, families, elderly, and tax-paying citizens to live in healthy, safe, clean, law-abiding spaces. Folks from all walks of life and all residence situations should be welcome in our shared spaces to enjoy them together -- provided they do not detract from the health, safety, cleanliness or criminality of the area. Nobody has the right to bring down our community's overall quality of life. Any individuals or activities that detract from our quality of life in any of the aforementioned ways should, in my view, be removed and restricted from doing so. Nobody, in my view, has the right to plant themselves in any of the community's shared spaces, potentially pollute there, possibly do drugs there, perhaps be involved in other criminal activity there -- to the detriment of the rest of the community. So, we have some rules for the betterment of society, while at the same time compassionately working to the degree we can with those that need help in ways that don't detract from the

greater group's quality of life. Easy breezy. Good luck!

klondike98

9/11/2025 05:42 PM

Our main issue with RVs is parking near our driveway and making it impossible for us to see oncoming traffic when backing out of the driveway. Its a big safety concern. Almost anywhere on our street that an RV parks will restrict the view of one of our neighbors driveways or us seeing traffic in the direction of the RV. Some of the RVs are very large, over 9000 lbs. RVs should not be parked on residential streets at all. Load and unload for 12 hours or even a day...OK but not longer.

Ejk

9/11/2025 07:07 PM

72 hours doesn't seem excessive. Enforcement is critical and penalties for repeat offenders including impounding the vehicles should be part of the policy. Making people get a permit every time the use their RV seems excessive.

Glenadine

9/11/2025 07:09 PM

We have a dense population that continues to grow without adequate garage space for today's vehicles. Most neighborhoods have on street parking that is filled because many townhomes were built with inadequate room. RV parking should not be allowed in my opinion for any longer than 24hours.

Jeff H

9/11/2025 08:38 PM

I think the 72 hours should be reduced at least to 48 hours

Jonagee

9/11/2025 09:42 PM

48 hours is all anyone needs for an RV on a city street. They are large and obstruct views from passing car and foot traffic. Some of our neighborhood streets are wide, others are quite narrow. Some neighborhoods have cutouts and some people abuse the use of these cutouts. We have got to button-up this policy bc the increase in RVs arriving here for extended stays from surrounding areas is increasing, esp near Wilsonville's blight, vacant retail spaces/lots.

John C

9/11/2025 09:54 PM

Many keep RVs in storage yards. When you are going camping, you bring home to prepare to leave, usually the following day. When you come home, you park the RV to unload it and clean it. Usually it can go back to storage the next day. Limiting to 6 permits is ridiculous. That would allow a family to camp three times a year. That is TOO much big brother and impacting a great family time together. My neighbor pack their garages with so much, they cant park a car there. My Garage fits both my vehicles. Yet I must deal with them parking in the street taking up spaces. I dont complain. It is just how they choose to live. So, if I occasionally bring my RV home to go on a

camping trip, I dont think I should have to go through the city for a permit. Seriously. Maybe I should just start parking both my cars on the street so there is even less parking for my neighbors (i would never do that by the way, I love my neighbors). Leave things alone. We dont need more regulations because a small minority have nothing else to do but complain. Don't discourage good, clean family events.

Kaysha2

9/11/2025 10:22 PM

Rvs and other vehicles that people are living in can be found all over the city. It makes many feel unsafe. It brings the appearance that those who live in those conditions may not be stable mentally and that they may not be safe to be around. I am unaware if there are resources offered to these individuals to help improve their living situations such as, job search, food bank, medical assistance. Things to help better their lives. To many who live or visit Wilsonville, the appearance of these vehicles brings down the overall perceived value or social status of the town. It makes our city appear dirty and rundown. Thank you for working on finding solutions to help all involved.

JRBD

9/11/2025 11:17 PM

These two options seem limited and not exclusive. More thought and study needs to be put into these issues. Thank you for doing this!

Port0204

9/12/2025 05:37 AM

I have no problem with the unhoused camping at City Hall, if we know who they are and have made contact for safety and outreach for services reasons. A permit might be helpful here. There is no support of allowing long-term parking in Neighborhoods.

MelW

9/12/2025 06:59 AM

Residents should be able to report vehicle once they notice it. The 72 hours starts when the officers tags a notice of warning.

TamiNW

9/12/2025 07:51 AM

Current enforcement is inconsistent.

Sherry

9/12/2025 09:05 AM

People who own RVs should be required to store/park/keep them out of sight. Fortunately, my community (Charbonneau) has a designated parking lot for RVs, boat trailers, etc. and the HOAs enforce the parking regulations fairly well.

Lynn Molter

9/12/2025 09:06 AM

Apartment buildings should provide AT LEAST one parking space per unit, plus visitor spaces.

Kerfax22

9/12/2025 09:57 AM

We have a recurring issue on a bigger street leading to ours where RVs park near/close to where a turn onto the larger street (Courtside Dr). This obstructs the view immensely for cars turning out and has led to me personally almost getting into a couple of near accidents with my kids in the car with me. I understand it's hard to find a spot to park a large RV when your house is close to the corner, but that should be a burden taken on by the homeowner or a visitor to the home (finding an RV park, building RV parking) rather than a safety hazard for everyone else in the community.

LKrecklow

9/12/2025 10:07 AM

I'd like to prevent squatters from being able to move to a new spot just to comply with the 72 hour rule

KSD

9/12/2025 10:15 AM

I love that the city provides a safe place for the un housed. However, during the day when they are not permitted to stay, they should not be moving into the neighborhoods and my main concern would be safety.

Airwolf

9/12/2025 11:18 AM

I am not sure if this is a citywide problem, or a few vocal residents. I have not seen this as an issue in my neighborhood.

Brian Wilcox

9/12/2025 11:26 AM

The proposed. 6 times permit would create a hardship as we camp more than 6 times per season. This means we have the RV trailer in front of the house overnight over 12 different time periods. We would not follow the proposed regulation and would consider moving out of Wilsonville if enforced. Current enforcement by the city and our HOA does not appear to be consistent. Is enforcement only by complaint?

AJ

9/12/2025 01:48 PM

I live in an area of wilsonville where there is high density housing. There is a group home with 20+ residents and only 8 street parking spots. Unfortunately if you don't report abandon vehicles cars will sit in the same spot for weeks without moving. Please consider this when crafting new parking regulations. JS

Bmaurer

9/12/2025 07:41 PM

Current regulations are reasonable. HOAs should be required to follow city regulations and not impose stricter regulations.

JoeyCole

9/13/2025 08:30 AM

What I generally witness is people who consistently park their RV/trailers on a public street indefinitely. However, they will generally move it from one parking spot to another on the same street. I

assume in an attempt to meet the 72 hour requirement of parking in "one spot". I observe this most often on SW Meadows Loop between Wilsonville Road and SW Meadows Parkway. Individuals will simply move their trailer/RV up and down this area. This segment of road in particular is especially hazardous as the clearance is tight because parking is allowed on both sides of a narrow curved street. When the trailer/RVs are parked there, it is even more hazardous. While I appreciate that those individuals cannot park trailer/RVs in the adjacent apartment parking lots, I do feel they are using the public streets as storage for their recreational vehicles in lieu of paying to store them in commercial storage lots. I would support policies that maintain tight restrictions on use of public streets for storage/parking of such recreational vehicles and do not support any concept of long term use or "living" areas for trailers/RV.

Rob B FPV-C

9/13/2025 02:05 PM

Extend enforcement to "private" streets (we are on SW Curry Dr and the HOA can be conflict-averse when notified of violations and asked to enforce the Association's rules_

Joni G

9/14/2025 06:35 PM

Allowing vehicles to park for 72 hours is too long. Also, the current rule of moving a vehicle just 3 car lengths away does not solves parking concerns. Also, I called and called with issues on a Semi-Truck that was parked in Villebois, with tags that expired in March 2024. LEA stated to me that the current tags needed to be purchased, but they didn't need to be adhered to the license, which is false. The owner of the Semi, with expired tags, had multiple vehicles and he was usually working on one or the other of his vehicles, in the street. Wilsonville public streets are not a "private drive way" for any one person with multiple vehicles.

Coopers_Mom

9/15/2025 08:35 PM

I don't have issues with parking at my house but I am concerned about RVs parked on the street and blocking sidewalks. The blocked sidewalks cause an issue with safely walking in a neighborhood. When the sidewalk is blocked the walkers end up going around the RV area n the street, which isn't always safe because of the worry of vehicles coming down the road.

Otter

9/15/2025 11:15 PM

For the most part, RV vehicles parked for long periods of time are either living in these vehicles or the owner is not taking responsibility of paying for a RV storage facility. If it is a living in RV situation they can use the "right to rest" Location designated for this. Otherwise RV's should be towed at owners expense. As a community, we pay taxes to keep streets clean and safe. It should send a message that Wilsonville respects the law and offers help and direction for those

who need it with our wonderful police force and the resources offered by their staff including our trained mental health coordinator. We definitely need to follow the laws of our city and follow up appropriately.

Bruce

9/16/2025 10:02 AM

I strongly feel the parking regulations need to also apply to utility trailers, hitched to the tow vehicle or not. I have tried both with the police and city works to enforce the current 72 hour rule in front of my home with no luck.

jyzundel

9/16/2025 11:41 AM

The city has done fantastic work leading the region in meaningful action in this space. Keep up the great work!

Garet Prior

9/16/2025 12:42 PM

I'm concerned that this will be used as an effort to criminalize or harass people experiencing homelessness who are abiding by the current rules and keeping their vehicles clean. We have enough parking in this city, and people need to be okay with walking a small distance to get to their home or business. We have too many people who have their entire garage space filled with stuff. I'm one of them and can only park one car in my garage, which could hold two. But I'm okay parking one of the vehicles on the street and walking. I live in a single-family home near townhomes and apartments, and don't have a problem with parking. Actually, in Villebois, we have too many on-street parking spaces that are not filled, and it makes the road seem wider, and people drive faster because of it.

Jen Constantine

9/16/2025 02:58 PM

I'm not sure of the right path forward and I am not confident I understood all of the questions. I want us to remain friendly to folks down on their luck and anticipate more and more people will be resorting to alternate living situations with the downturn in the economy. I hope that opening Vuela will help alleviate some of the RV living going on here. Ultimately, my concern is for the most marginalized people, but I recognize that I also do not want people living in front of my house, either. I hope we can resolve this in a way that everyone gets what they need.

Cindylk

9/17/2025 05:06 PM

I live in Villebois. The Legal parking is out of control - parking on corners, parking in alleyways, and RV's, Semi's, Commercial Trucks. Some RV owners just move them around - but with the narrow streets, they still pose a safety issue due to visibility. I don't feel safe walking in my neighborhood. We've had issues with cars parking in the no parking zones - simply put, people don't care and they don't get cited for illegal parking. I worry about fire and how emergency

equipment can access the house/hydrant. I walk 5 miles - different times of the day - I see it all! turning off main streets onto side streets - its treacherous.

GuyWettstein

9/24/2025 02:41 PM

It's not clear if we're talking about streets, driveways or other areas here. I don't think the city has any business telling homeowners that they can't park their RV on their property as long as it's not blocking the sidewalk or infringing on their neighbor's or the public right of way. So I hope that's not where this is going. I can assure you, many if not most of us will refuse to comply there. As for parking on city streets, certainly the city has a responsibility there and I think most residents would agree that some sort of regulation needs to be in place and enforced. I've lived in the Hazelwood neighborhood for 23 years. I've been president of the HOA. The RV thing has come up here in the past and it was for parking on the street and in driveways. Our CC&Rs limit driveway parking but it applies to cars too so it's never been consistently enforced. It's only been raised when someone decided to complain. Now, it's rarely brought up because so many of us have something like a trailer, van or camper. Times have changed. People bought a lot of RVs over the past 30 years. The problem now for the city and for our HOA is parking on the street. We allow for some limited amount of time for RV parking on the street so people can load and unload for vacations. That's reasonable. But if someone wants to leave their trailer on the street over the winter, that's a problem. Furthermore, if we ended up with someone from outside the neighborhood camping here, there would be howling objections. You can tell I have opinions on the subject. ;-) Anyway, keep up the good work, city! We sometimes complain but most of us know you guys do a great job running things here.

Seri C.

9/29/2025 05:31 PM

RV's, while parked in neighboring driveways, block the ability to see oncoming traffic while exiting driveway. Cars and trucks are in the driveway as well as on the street in front of their home, and across the street. Only one car is in a garage space, the rest being used as storage.

OwensJ

10/01/2025 06:15 PM

We are neutral on the "specific parking zones" option because we don't have enough information to fully understand the impact.

Ryansc

10/02/2025 06:35 PM

Visibility is a major concern if the RV is parked on the street, Making it difficult to view opposing traffic, kids, playing pedestrians, etc.

BrianC

I usually walk, bicycle, or ride my motorcycle for errands. (The

10/03/2025 04:34 PM

motorcycle and bicycles live in my garage.) My truck, at 22 ft in length, is about 9 inches too long to fit in my garage. I often put less than 7000 miles a year on my vehicle. (Two trips to Tucson AZ each year is the majority of miles.) Given that I don't drive much, I also DO NOT MOVE my vehicle every 72 hours...

molson

10/03/2025 05:42 PM

I think an optional 14 day permit should be considered for guests of residents, with resident co-signature on the permit, when using adjacent public parking. When I lived in Washington, we would have family (retired) come and stay for 1-2 weeks in the summer. It's a livability benefit to be able to welcome visiting family. Villebois may be more challenging with less parking available. In Hazelwood, this hasn't been a problem. Residents parking in front of their own homes, for up to 7 days, preparing for a trip also is appropriate.

craftygirl

10/03/2025 06:35 PM

Outside of improperly using the right-of-way as a storage space for RV's, I would like to see the city implement rules to prevent the types of significant problems Portland is having with occupied RV's parked on right-of-way. The issues associated with this behavior runs counter to the livability goals of the City of Wilsonville. Reasonable overnight camping options are provided by the City which can be readily utilized.

Ian

10/04/2025 12:35 PM

Some ideas: 1) Enforce no overnight camping/sleeping in vehicle on public streets. 2) Post signage at the popular illegal RV parking locations stating that there is no overnight camping on public streets and there is overnight camping allowed at City Hall 9pm - 7am. 3) Police should knock on RV doors in the evening, if they are not already, letting the occupant know that camping is not allowed.

westonfamily

10/05/2025 03:04 PM

I personally believe 72 hours is too long. 48 hours should be the maximum duration.

V Elisa

10/07/2025 02:47 PM

Several RVs (counted at least a dozen different ones) spent the Spring and Summer of 2025 in Villebois. They have parked in front of fire hydrants, used neighborhood water, one started a late-night pit fire in a park, and they just keep relocating to another street after 72 hours. The City of Wilsonville should require permits/registration for RV owners who do not reside within city limits for either day or overnight use. Perhaps create an agreement with Pheasant Ridge or any other RV park, or by designating a location near City Hall and the Homeless Access area in Town Center Loop that can be monitored.

AL66

10/09/2025 06:03 PM

In Rivergreen, many ppl have RVs. They can park them for 1 day to load up before a trip and 1 day to unpack after a trip. Then remove the RV to an offsite storage facility. This 1 day policy seems to work well here and keeps large RVs off of narrow streets (esp Willamette Way W which, when lined w vehicles on both sides, is really difficult to use safely.) Thank you!

Michelle

10/09/2025 07:32 PM



I think there are bigger problems than RV's parked on the street. Unless they start other concerns (noise, extension cords across sidewalks, unsafe or unhealthy living conditions) I'd lean toward enforcing other laws and rules.

Optional question (125 response(s), 96 skipped)

Question type: Essay Question

- Chart view
- Table view
- Individual view

[Print all responses and charts](#)

Question 1 has 173 answers (Radio buttons)  

Method	Count	Percentage
Email	153	88.4%
Mail	11	6.4%
City Website	3	1.7%
Newspaper	3	1.7%
Online sites like NextDoor	3	1.7%

Question 2 has 4 answers (Open text)

Donna Bane said:

"The Boones Ferry Messenger is a good resource for project updates and is free to recipients. I prefer that as a source.



The Wilsonville Spokesman could be, but isn't, because it's subscription is too expensive for what it offers beyond the high school sports. "

Patricia Lee said:
"and newspaper"

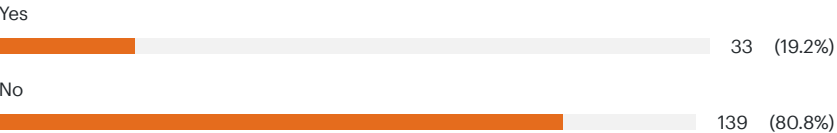
Item B.



Roger Fontes said:
"Thank you for asking"

Krikor Naccachian said:
"Direct email is much, much better than online sites like NextDoor that are filled with nonsense"

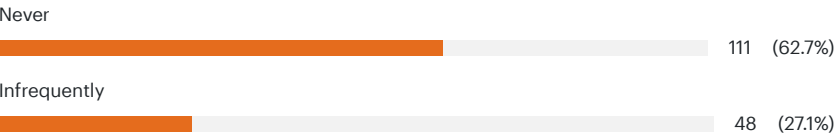
Question 3 has 172 answers (Radio buttons)  

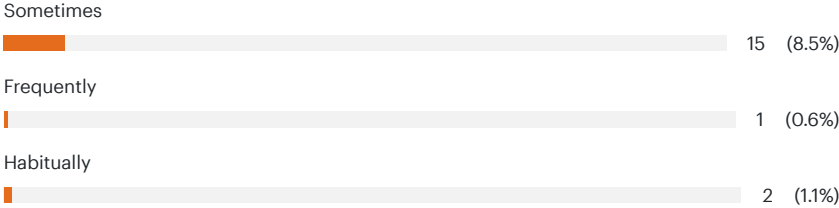
"Have you already completed the general community outreach questionnaire?"



Question 4 has 177 answers (Radio buttons)  

"Have you experienced individuals leaving their RV's or vehicles on your HOA-owned property for extended periods of time?"





Item B.

Question 5 has 16 answers (Open text)

"Additional Comments: "

Kathi Lewis said:

"Only when they are coming home to clean out "

Daniel & Lu Anne Reineke said:

"But there are cars parked for extended periods of time in front of other houses."

nancy Robertson said:

"People on Sacajawea Way use these guest parking spaces as their personal extension of their driveway"

Roger Fontes said:

"At Charbonneau very rare"

Carole Burnside said:

"Vehicles only."

Unknown contact said:

"a neighbor has had her daughter's car parked in Guest Parking for the last 3-4 months while her daughter looks for housing."

Joe Kincaid said:
"HOA rules don't allow it."

Item B.



Tom Higgins said:
"Charbonneau has HOA rules on this. "

Unknown contact said:
"A couple was living in their car in our cul-de-sac. Apparently, they had a relative who lived in the neighborhood. That relative provided them with the access code to our pool so they could use the restroom. They would move the vehicle throughout Charbonneau as to try and not look obvious that they were living in their car."

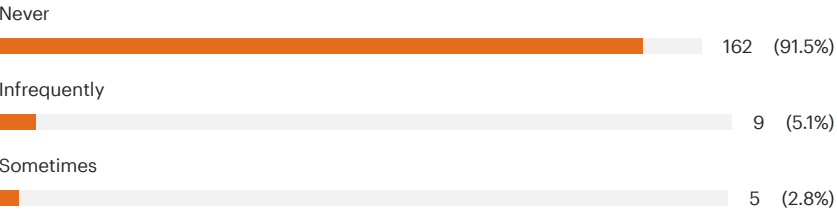
Bill Wallace said:
"Our HOA has designated guest parking spaces for guest vehicles. If vehicles are left in those spaces for extended periods of time, we call our local security service and place a notice on the vehicle that it needs to be moved or it will be towed."

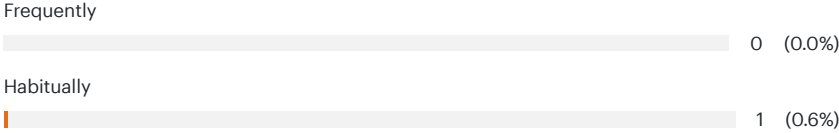
Joe and Cathy Dennis said:
"We live in Charbonneau do I think they keep a close eye on that ever occurring."

Feedback

Question 6 has 177 answers (Radio buttons)  

"Have you had to contact law enforcement to address RV's or vehicles within your HOA property?"



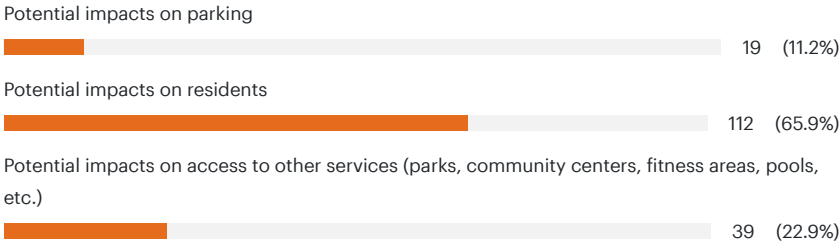


Item B.

Question 7 has 170 answers (Radio buttons)

Download icon | Calendar icon

"What factors should the City consider when reviewing potential programs or regulation updates to implement?"



Question 8 has 24 answers (Open text)

"Additional Comments: "

Kathi Lewis said:
"A neighbor had given out our pool code so we had 3 homeless adults coming to our CHOA pools to use internet, use bathrooms. Made all feel unsafe"

Donna Bane said:
"Safety issues for schools and residential neighborhoods."

csallen15@comcast.net said:
"Also residents"

Feedback

[jmratto@gmail.com](#) said:

"all 3"

Item B.

[Lesley Roehr](#) said:

"You should consider ALL of the above concerns: parking, residents, community services & also local businesses, why is that not an option?? All of the above!! Our tax dollars PAY for all this & the city is doing nothing!!"

[Patrick Donaldson](#) said:

"Quality of Life for residents as well as houseless/transients."

[Roger Fontes](#) said:

"Each Factor should be evaluated; Residents should have priority due to land ownership."

[Diann Harland](#) said:

"Actually, all three."

[Roberta Donaldson](#) said:

"All 3 areas are of concern "

[John Burrell](#) said:

"let's please not start allowing the homeless to park their old motorhomes around our city. If current law requires we allow this practice please find a remote area to site them"

[Richard Renken](#) said:

"The visual blight of such vehicles is definitely a deterrent in accessing some public sites. I would see the surrounding area as being unsafe and potentially unclean. "

Gale Castillo said:
"All of the above"

Item B.

Marlene Apland said:
"all 3 of the above"

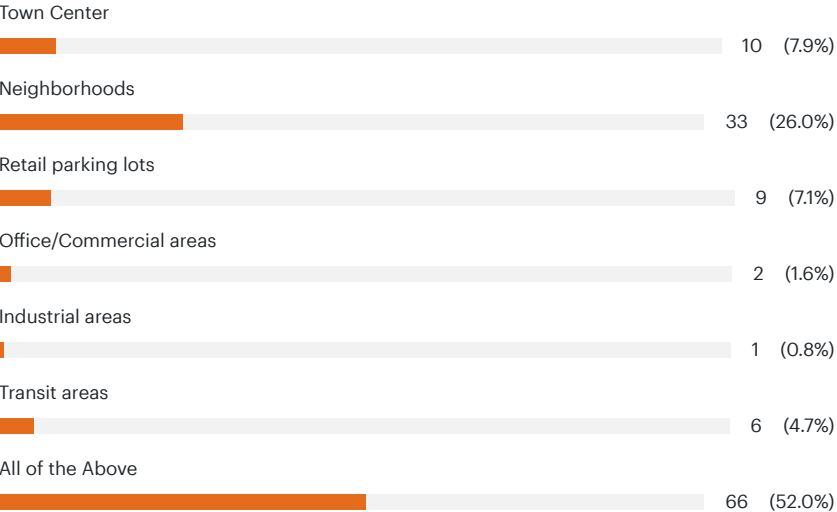
Cathie Burns said:
"All 3 need to be considered "

Unknown contact said:
"All of the above"

carell keath said:
"These vehicles take up our limited parking and also potentially contain unauthorized people living within them."

Question 9 has 127 answers (Radio buttons) Download Calendar

"Do you have concerns about parking in certain areas? "



"Additional Comments: "

Kathi Lewis said:

"Always concerned about our surroundings. I do not like the change in the town loop lanes, confusing to a lot of those using the right lane and cutting you off as they didn't know if ended"

Donna Bane said:

"How about making the under-used parking lot adjacent to the old Albertsons available for temporary overnight parking."

Lesley Roehr said:

"Again, this survey is FLAWED... WHY can't we choose more than ONE option?? ALL of the above are problems!!"

Roger Fontes said:

"None whatsoever!"

lkiss001@msn.com said:

"Eyesore in areas e.g. empty lot corner of I-5 south exit onto Miley Rd. "

Tim Bonino said:

"No Concerns
"

Kirsten Plumeau said:

"street parking is unsafe in neighborhoods with children"

Unknown contact said:

"no concerns, I feel very safe!"

Joe Kincaid said:

"vacant lots-especially on Miley Rd/I-5South exit."

Item B.

paltotlady@yahoo.com said:

"n/an/a"

John Burrell said:

"I do not"

Richard Renken said:

"Not so much as to availability of a place to park but the environment surrounding where to park. "

Gale Castillo said:

"No current concerns"

Bill Wallace said:

"I have concerns that leaving my vehicle for an extended period of time, especially over night. It might be broken into or vandalized."

Joe and Cathy Dennis said:

"I sometimes feel a bit nervous in the parking lots over by the Dollar Tree, Goodwill area. For some time this past summer there was an RV camped out there by Goodwill... not cool."

Linda Wanless said:

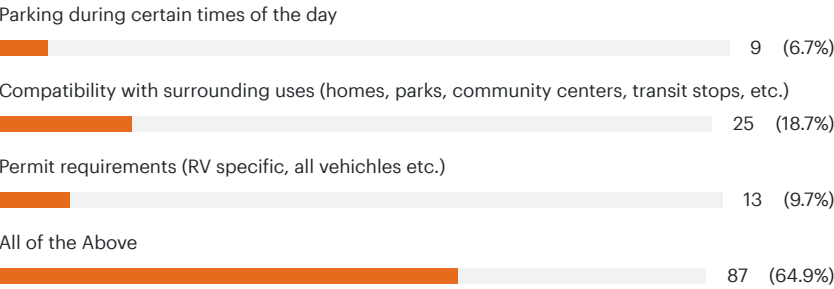
"I think there is plenty of parking for legitimate use. I don't want to see broken down RVs parking for indefinite periods in the city."

Krikor Naccachian said:

"I have not experienced parking difficulties"

Feedback

"Do you have concerns about specific parking regulations?"



Question 12 has 17 answers (Open text)

"Additional Comments: "

Donna Bane said:

"I would like to understand what kind of parking is envisioned. Is it for homeless? overnight rest stops for travelers? It's not clear to me what problem is being addressed with this solution. There is a rest-stop south off I-5 south of Wilsonville. As a single female, I would not consider parking there, but there might be some ways to make it safe for most."

Lesley Roehr said:

"This is all the fault of Democrats in the legislature forcing cities to provide "shelter space" no matter the size of the city. Instead of pursuing silly woke "diversity" issues or complaining about ICE, do your jobs, quit wasting our hard-earned tax dollars & just KEEP US SAFE!"

John Burrell said:

"I have no idea what our "permit requirements" are. I assume that I can't get a permit to park my motorhome in front of city hall for more than a few hours."

Simon and Jan Holmes said:

"RVS Should not be allowed to park on public roads beyond 72 hours. RVs should be parked in designated RV parking lots where they pay the facility. Private drive parking could be allowed but some rules would be needed. If they live in the RV they need to rent a designated space at a camp ground. If wild camping there needs to be time limits on how long it can be parked and then leave no trace. All RVs need to be roadworthy."

Item B.

Richard Renken said:

"Not sure how to answer. Uniformly enforced parking regulations are generally a good thing. "

Gale Castillo said:

"No current concerns"

Unknown contact said:

"MANY times there are RV's at the end of the Charbonneau exit ramp with other vehicles parked along side. I call the non-emergency police number every time I see them. "

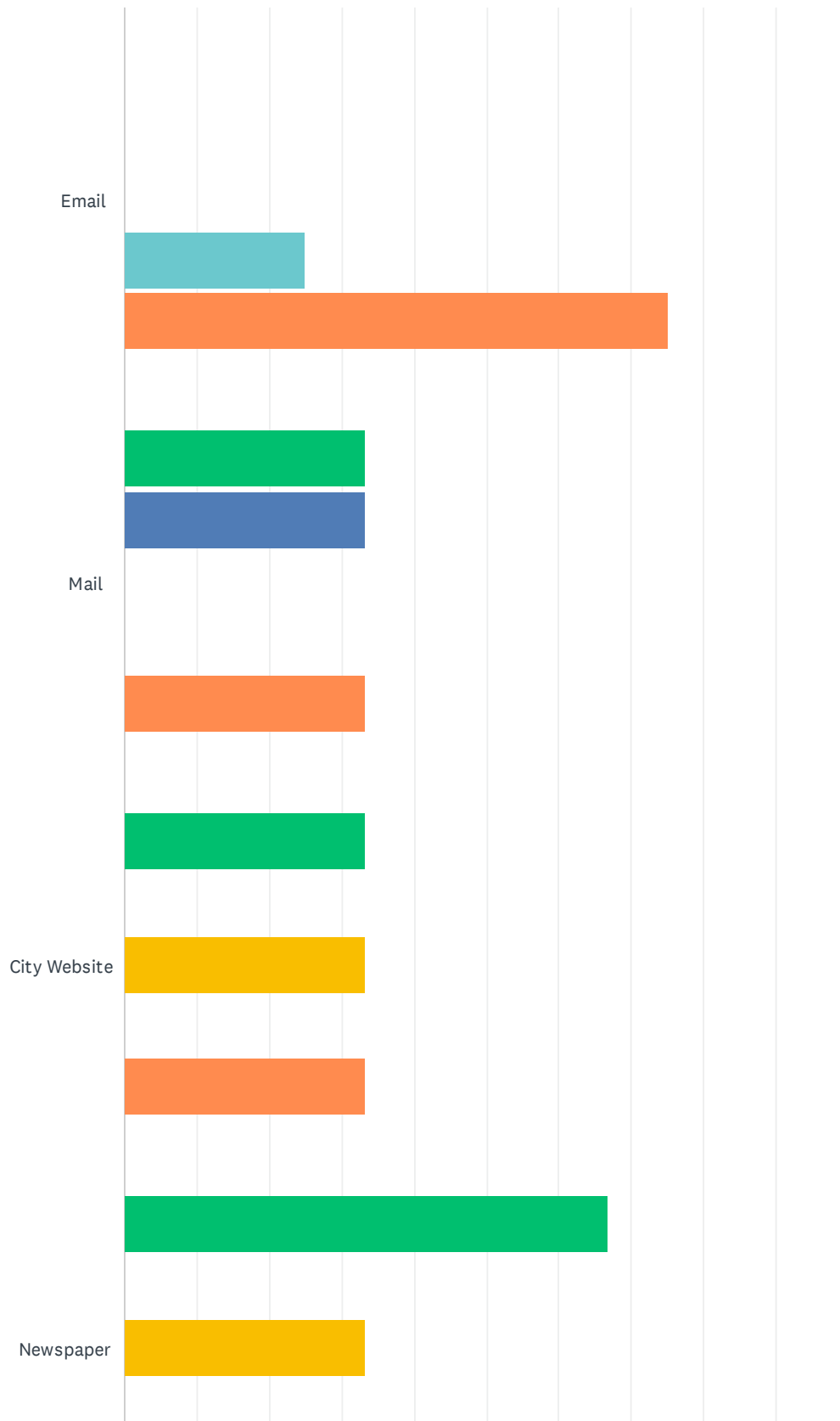
Linda Wanless said:

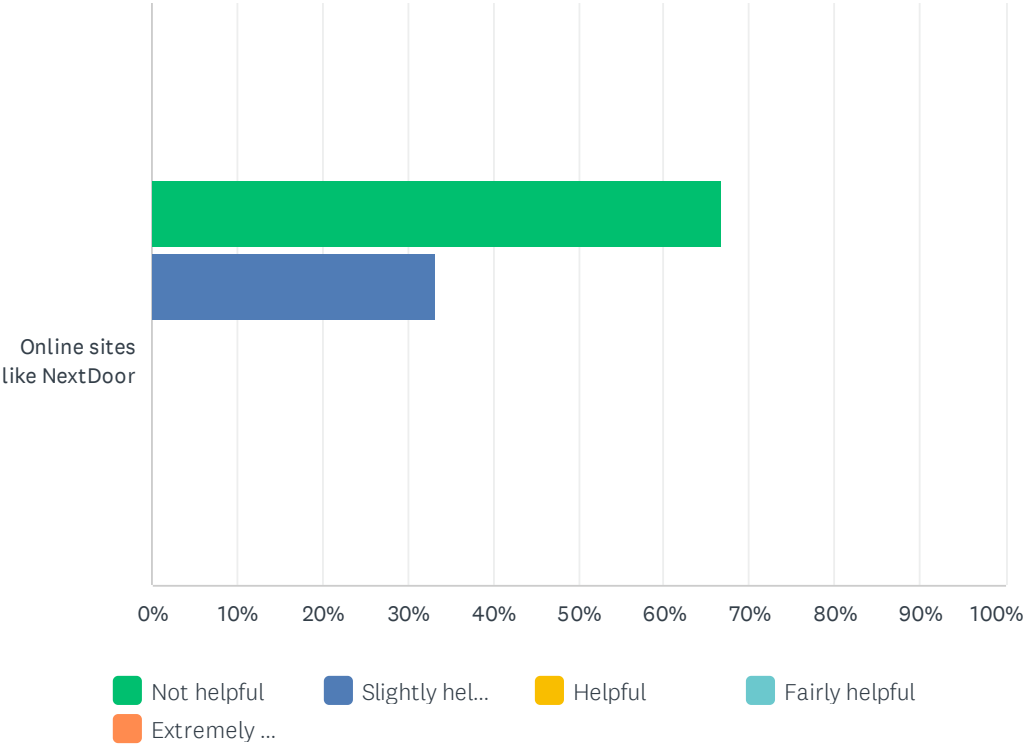
"Don't know anything about parking regulations."

Feedback

Q1 Best way to receive updates on project:

Answered: 4 Skipped: 0

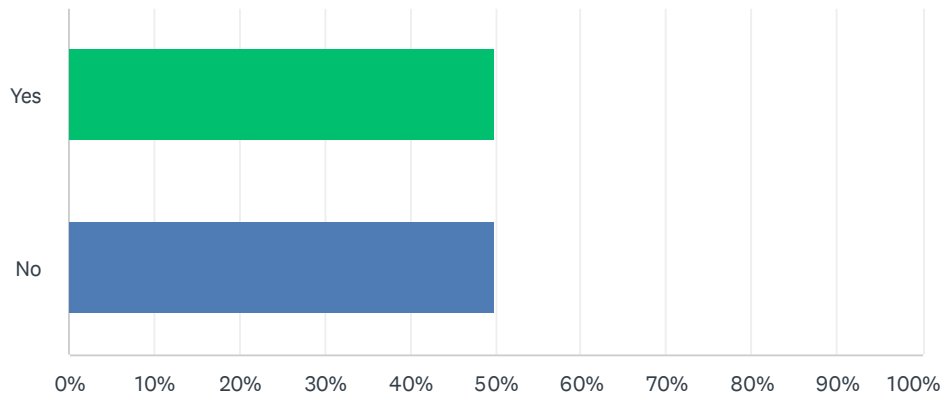




	NOT HELPFUL	SLIGHTLY HELPFUL	HELPFUL	FAIRLY HELPFUL	EXTREMELY HELPFUL	TOTAL	WEIGHTED AVERAGE
Email	0.00% 0	0.00% 0	0.00% 0	25.00% 1	75.00% 3	4	4.75
Mail	33.33% 1	33.33% 1	0.00% 0	0.00% 0	33.33% 1	3	2.67
City Website	33.33% 1	0.00% 0	33.33% 1	0.00% 0	33.33% 1	3	3.00
Newspaper	66.67% 2	0.00% 0	33.33% 1	0.00% 0	0.00% 0	3	1.67
Online sites like NextDoor	66.67% 2	33.33% 1	0.00% 0	0.00% 0	0.00% 0	3	1.33

Q2 Have you already completed the general community outreach questionnaire?

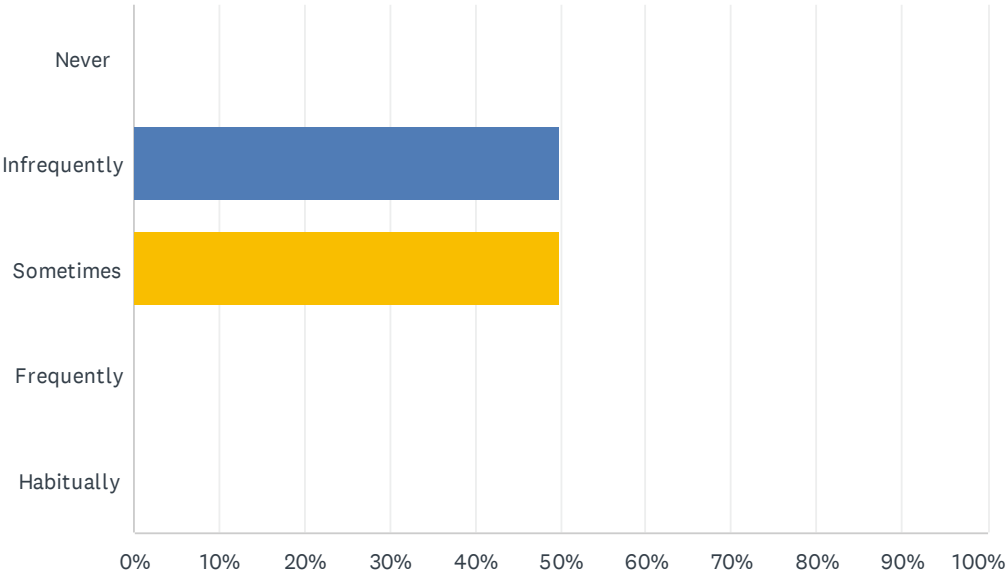
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	50.00%	2
No	50.00%	2
TOTAL		4

Q3 Have you experienced individuals leaving their RV’s or vehicles on your HOA-owned property for extended periods of time?

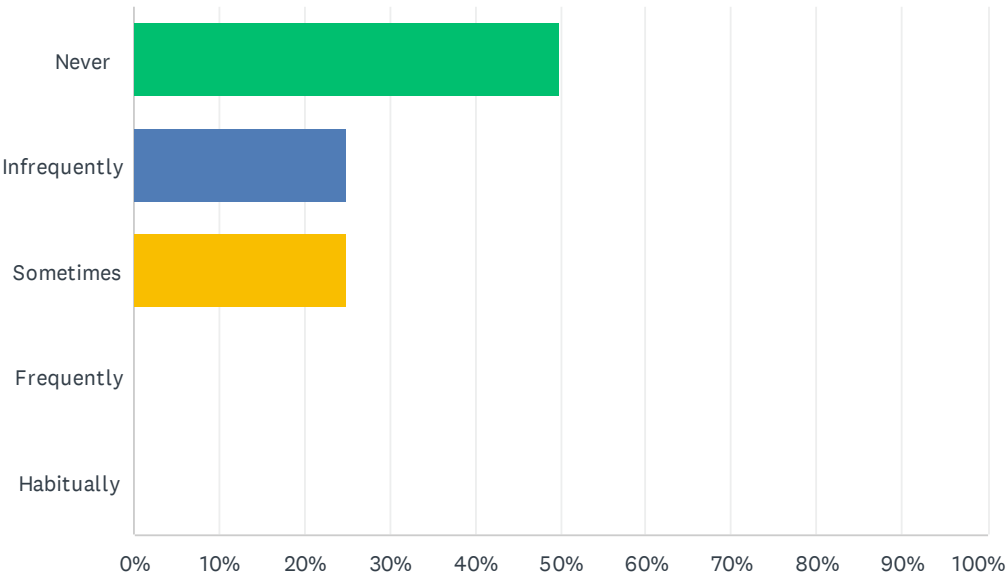
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Never	0.00%	0
Infrequently	50.00%	2
Sometimes	50.00%	2
Frequently	0.00%	0
Habitually	0.00%	0
TOTAL		4

Q4 Have you had to contact law enforcement to address RV’s or vehicles within your HOA property?

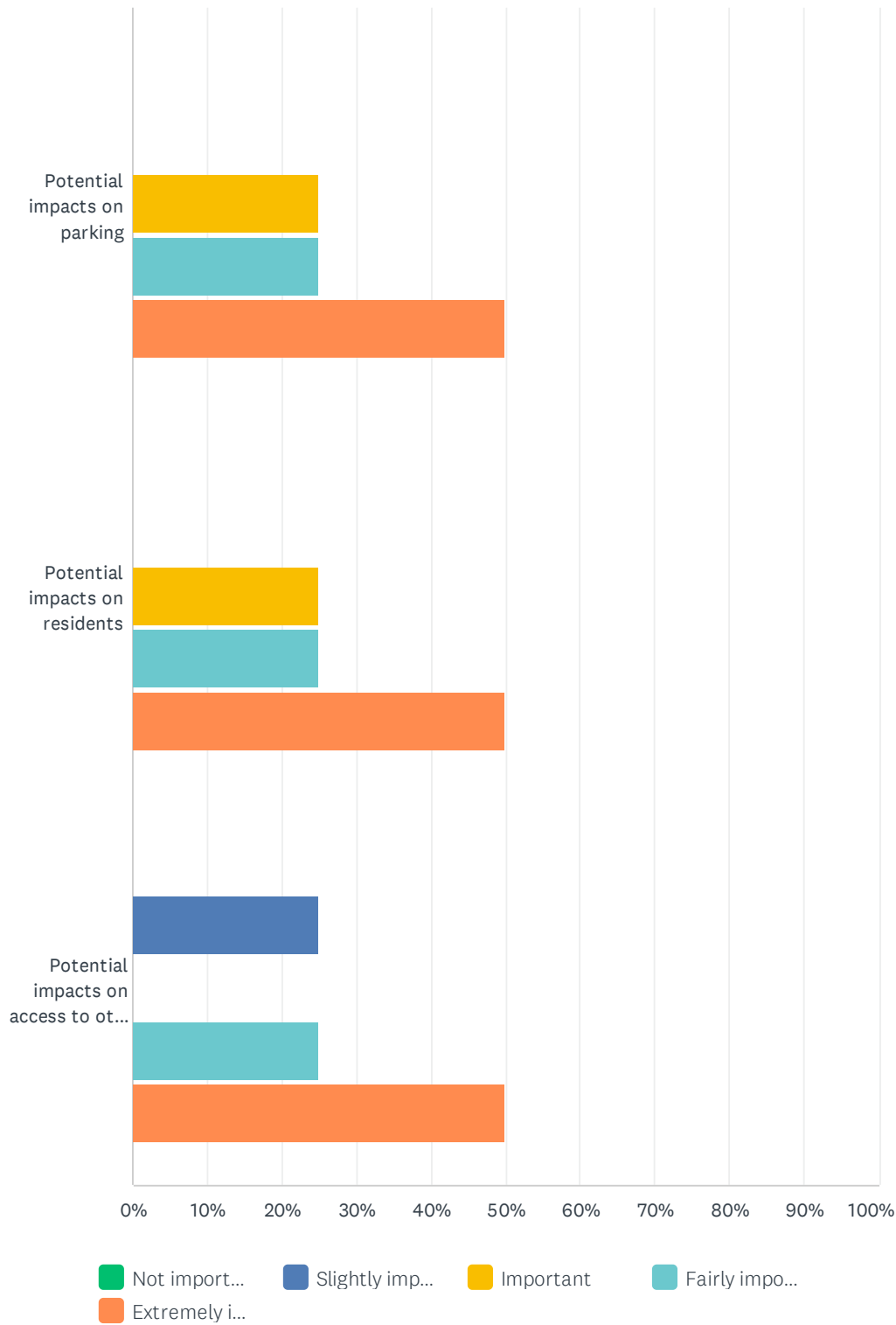
Answered: 4 Skipped: 0



ANSWER CHOICES		RESPONSES	
Never		50.00%	2
Infrequently		25.00%	1
Sometimes		25.00%	1
Frequently		0.00%	0
Habitually		0.00%	0
TOTAL			4

Q5 What factors should the City consider when reviewing potential programs or regulation updates to implement?

Answered: 4 Skipped: 0



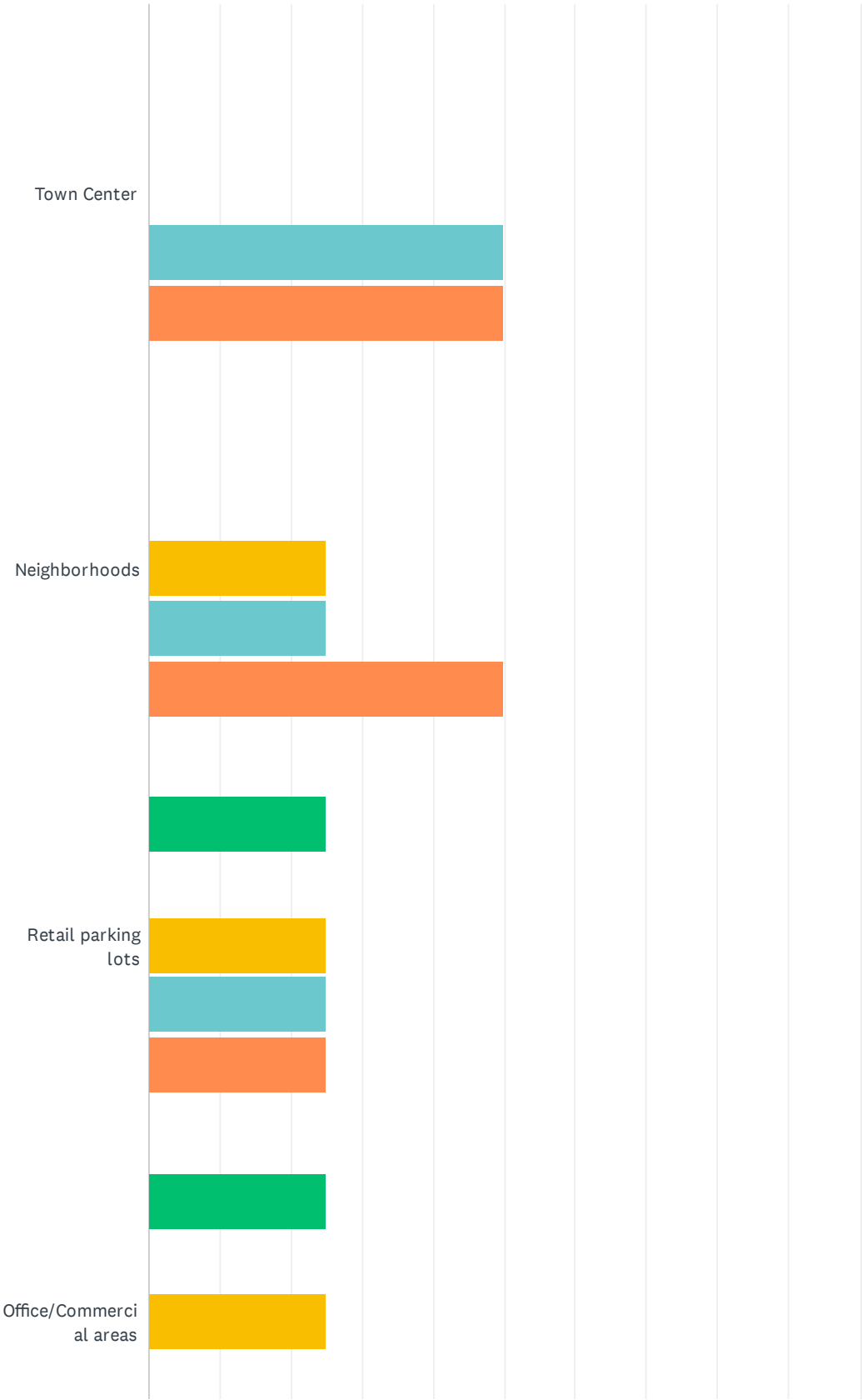
RV/ABV Public Safety Update Survey – HOA Members

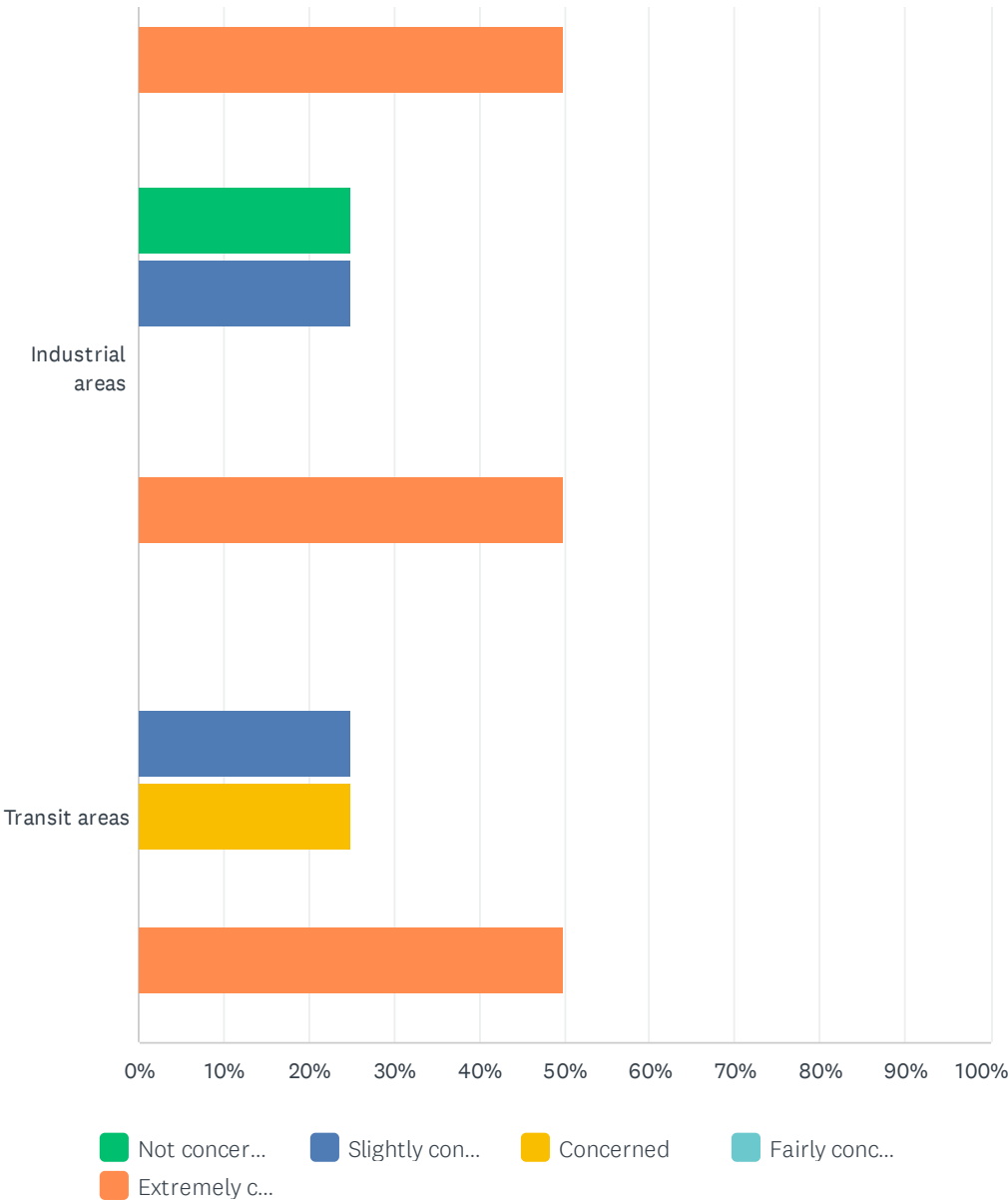
Item B.

	NOT IMPORTANT	SLIGHTLY IMPORTANT	IMPORTANT	FAIRLY IMPORTANT	EXTREMELY IMPORTANAT	TOTAL	WEIGHTED AVERAGE
Potential impacts on parking	0.00% 0	0.00% 0	25.00% 1	25.00% 1	50.00% 2	4	4.25
Potential impacts on residents	0.00% 0	0.00% 0	25.00% 1	25.00% 1	50.00% 2	4	4.25
Potential impacts on access to other services (parks, community centers, fitness areas, pools etc.)	0.00% 0	25.00% 1	0.00% 0	25.00% 1	50.00% 2	4	4.00

Q6 Do you have concerns about parking in certain areas?

Answered: 4 Skipped: 0

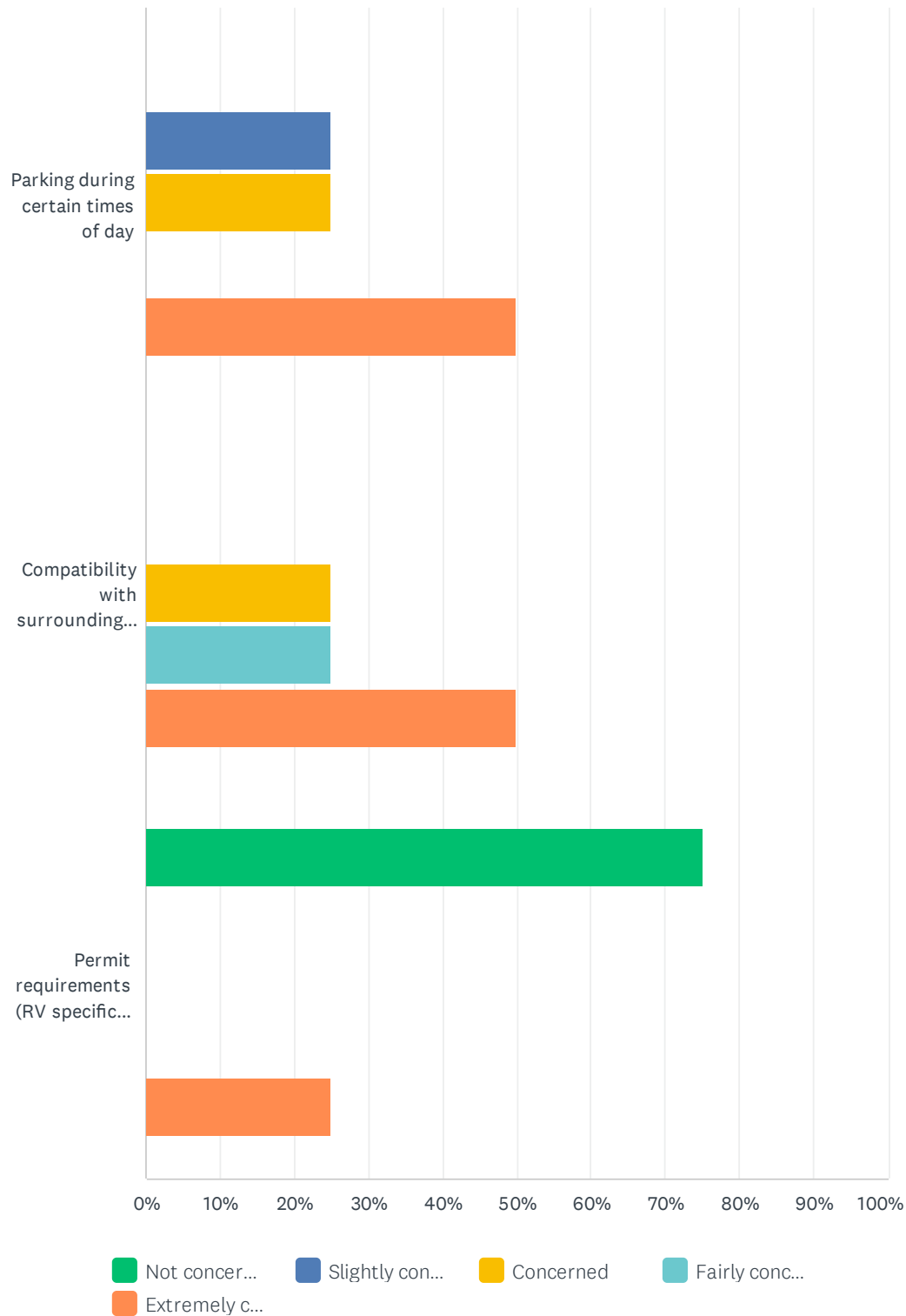




	NOT CONCERNED	SLIGHTLY CONCERNED	CONCERNED	FAIRLY CONCERNED	EXTREMELY CONCERNED	TOTAL	WEIGHTED AVERAGE
Town Center	0.00% 0	0.00% 0	0.00% 0	50.00% 2	50.00% 2	4	4.50
Neighborhoods	0.00% 0	0.00% 0	25.00% 1	25.00% 1	50.00% 2	4	4.25
Retail parking lots	25.00% 1	0.00% 0	25.00% 1	25.00% 1	25.00% 1	4	3.25
Office/Commercial areas	25.00% 1	0.00% 0	25.00% 1	0.00% 0	50.00% 2	4	3.50
Industrial areas	25.00% 1	25.00% 1	0.00% 0	0.00% 0	50.00% 2	4	3.25
Transit areas	0.00% 0	25.00% 1	25.00% 1	0.00% 0	50.00% 2	4	3.75

Q7 Do you have concerns about specific parking regulations?

Answered: 4 Skipped: 0



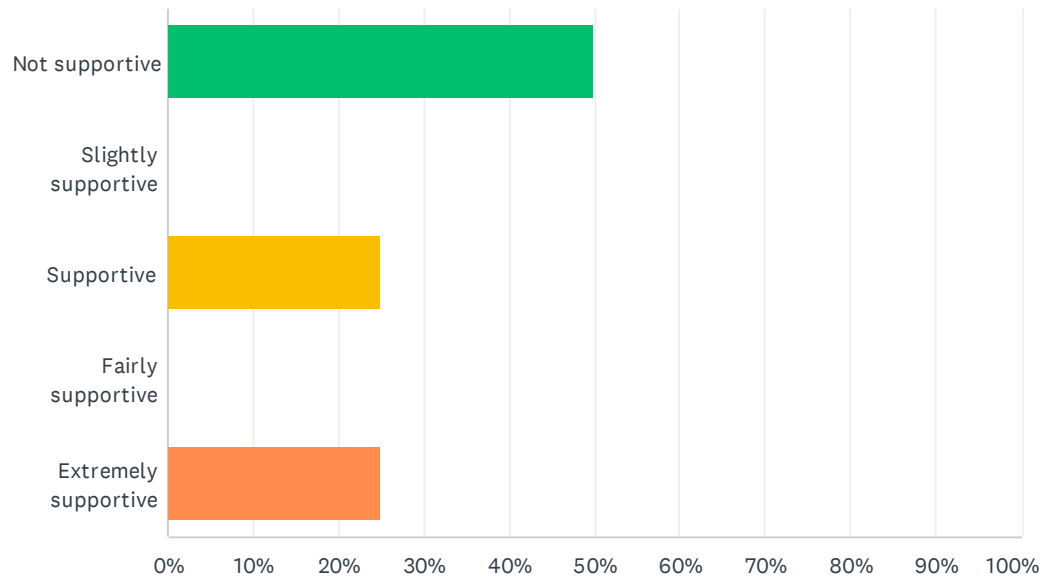
RV/ABV Public Safety Update Survey – HOA Members

Item B.

	NOT CONCERNED	SLIGHTLY CONCERNED	CONCERNED	FAIRLY CONCERNED	EXTREMELY CONCERNED	TOTAL	WEIGHTED AVERAGE
Parking during certain times of day	0.00% 0	25.00% 1	25.00% 1	0.00% 0	50.00% 2	4	3.75
Compatibility with surrounding uses (homes, parks, community centers, transit stops etc.)	0.00% 0	0.00% 0	25.00% 1	25.00% 1	50.00% 2	4	4.25
Permit requirements (RV specific, all vehicles etc.)	75.00% 3	0.00% 0	0.00% 0	0.00% 0	25.00% 1	4	2.00

Q8 Would you be supportive of an RV Permit Program?

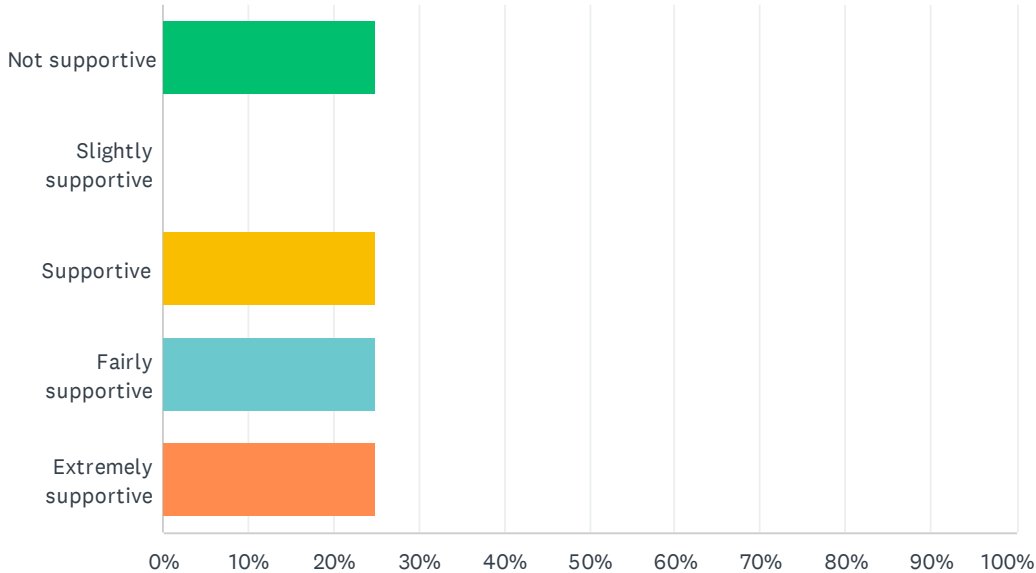
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not supportive	50.00%	2
Slightly supportive	0.00%	0
Supportive	25.00%	1
Fairly supportive	0.00%	0
Extremely supportive	25.00%	1
TOTAL		4

Q9 Would you be supportive of designating regulations for different zones (residential, industrial, commercial etc.)?

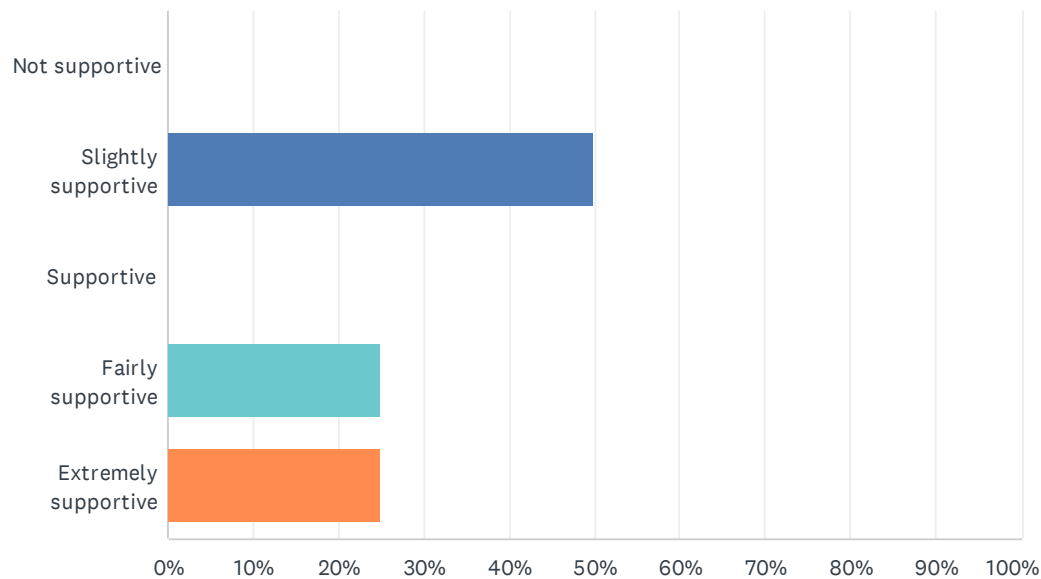
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not supportive	25.00%	1
Slightly supportive	0.00%	0
Supportive	25.00%	1
Fairly supportive	25.00%	1
Extremely supportive	25.00%	1
TOTAL		4

Q10 Would you be supportive of maintaining Wilsonville’s current parking regulations?

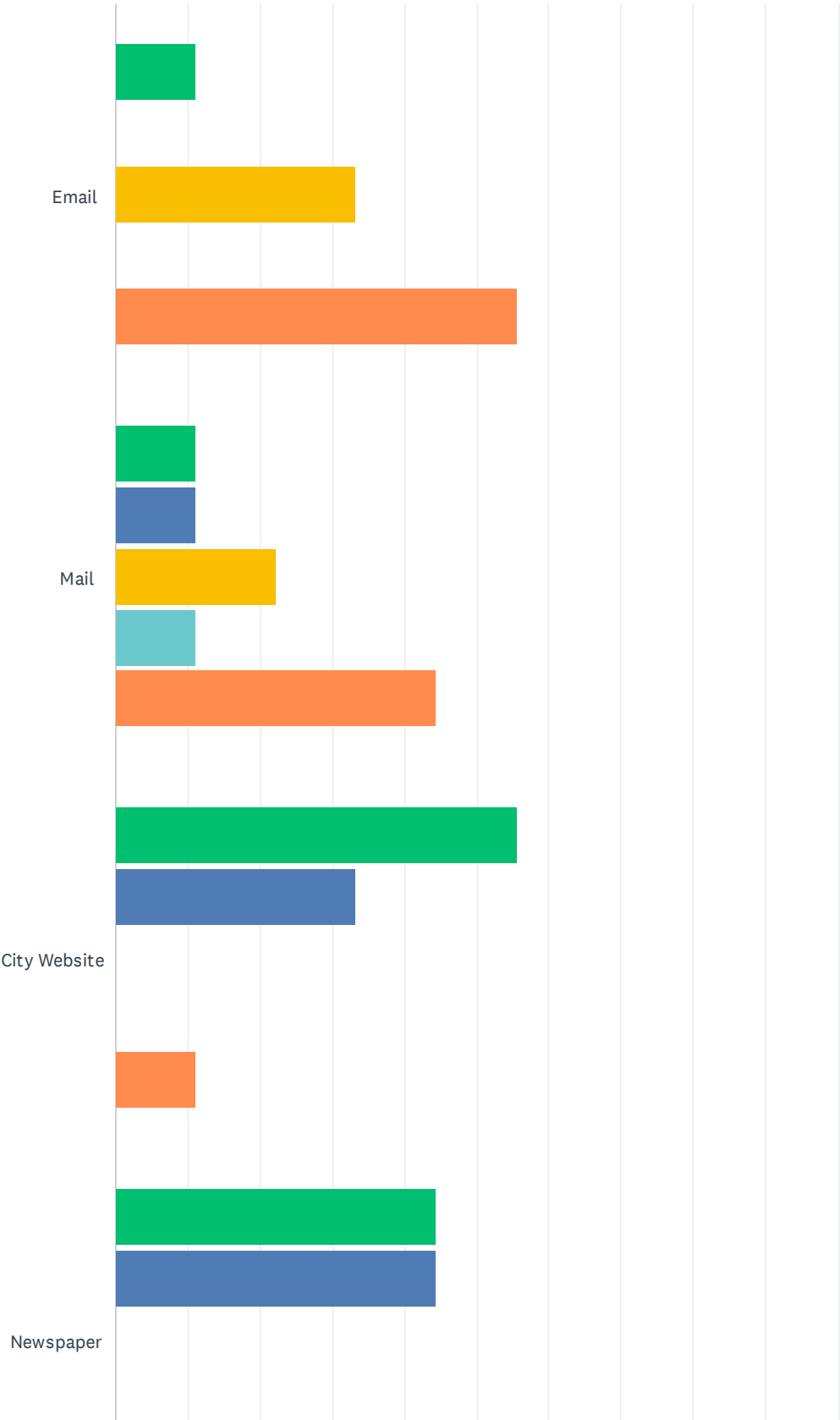
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not supportive	0.00%	0
Slightly supportive	50.00%	2
Supportive	0.00%	0
Fairly supportive	25.00%	1
Extremely supportive	25.00%	1
TOTAL		4

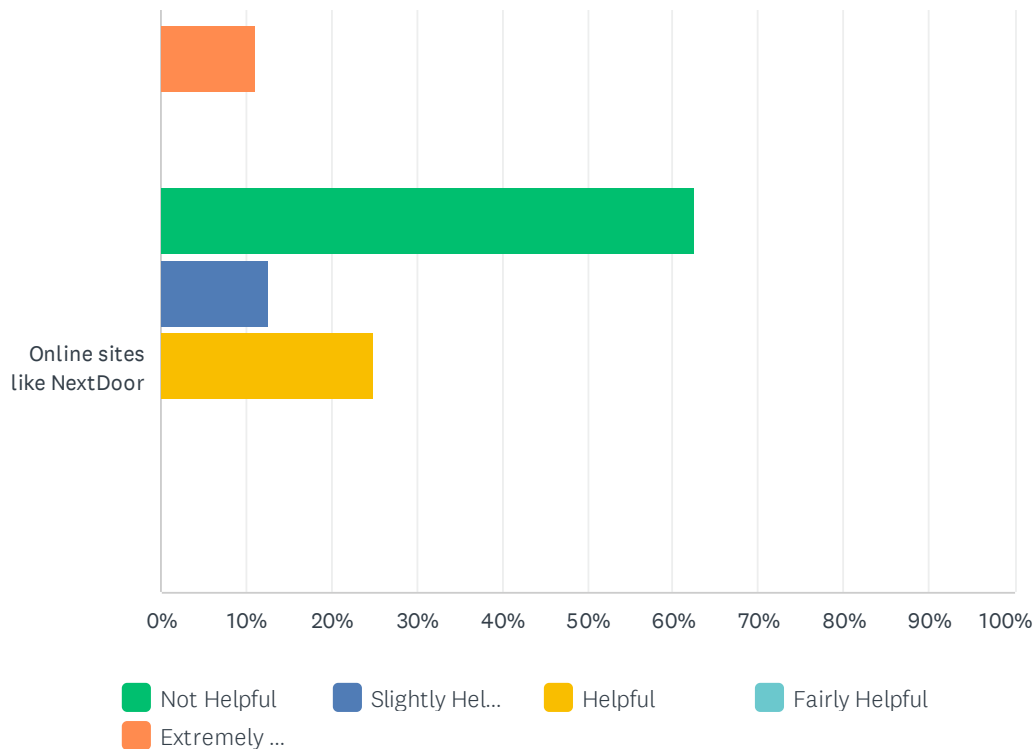
Q1 Question: Best way to receive updates on project:

Answered: 9 Skipped: 0



RV Owner/Possessor Questionnaire

Item B.



	NOT HELPFUL	SLIGHTLY HELPFUL	HELPFUL	FAIRLY HELPFUL	EXTREMELY HELPFUL	TOTAL	WEIGHTED AVERAGE
Email	11.11% 1	0.00% 0	33.33% 3	0.00% 0	55.56% 5	9	3.89
Mail	11.11% 1	11.11% 1	22.22% 2	11.11% 1	44.44% 4	9	3.67
City Website	55.56% 5	33.33% 3	0.00% 0	0.00% 0	11.11% 1	9	1.78
Newspaper	44.44% 4	44.44% 4	0.00% 0	0.00% 0	11.11% 1	9	1.89
Online sites like NextDoor	62.50% 5	12.50% 1	25.00% 2	0.00% 0	0.00% 0	8	1.63

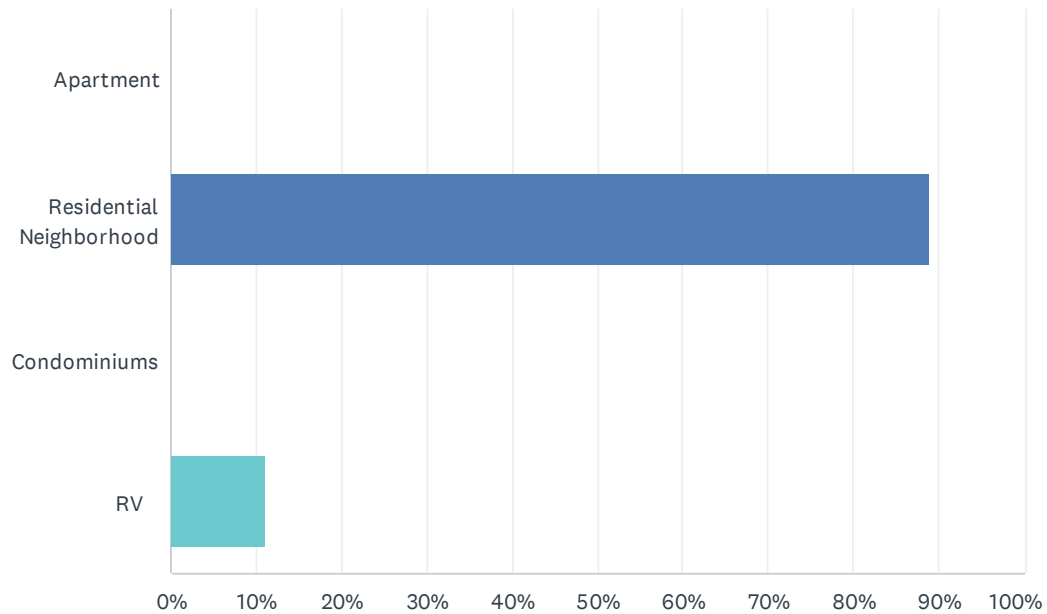
Q2 How many RV's do you own/possess?

Answered: 9 Skipped: 0

#	RESPONSES	DATE
1	1	9/21/2025 9:14 PM
2	1	9/18/2025 3:26 PM
3	1	9/9/2025 5:14 PM
4	1	9/9/2025 4:24 PM
5	1	9/9/2025 3:38 PM
6	1	9/8/2025 10:18 PM
7	1	9/6/2025 6:59 AM
8	1	9/5/2025 3:11 PM
9	1	9/5/2025 1:13 PM

Q3 How would you describe your living area?

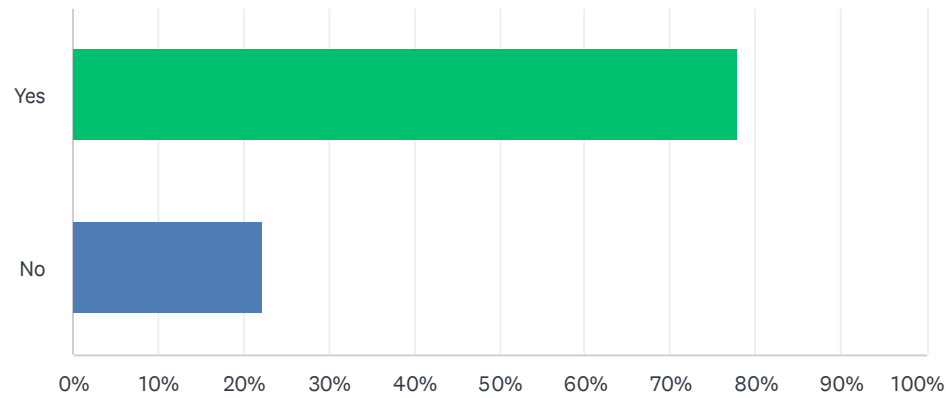
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Apartment	0.00%	0
Residential Neighborhood	88.89%	8
Condominiums	0.00%	0
RV	11.11%	1
TOTAL		9

Q4 Do your neighbors also have RV's?

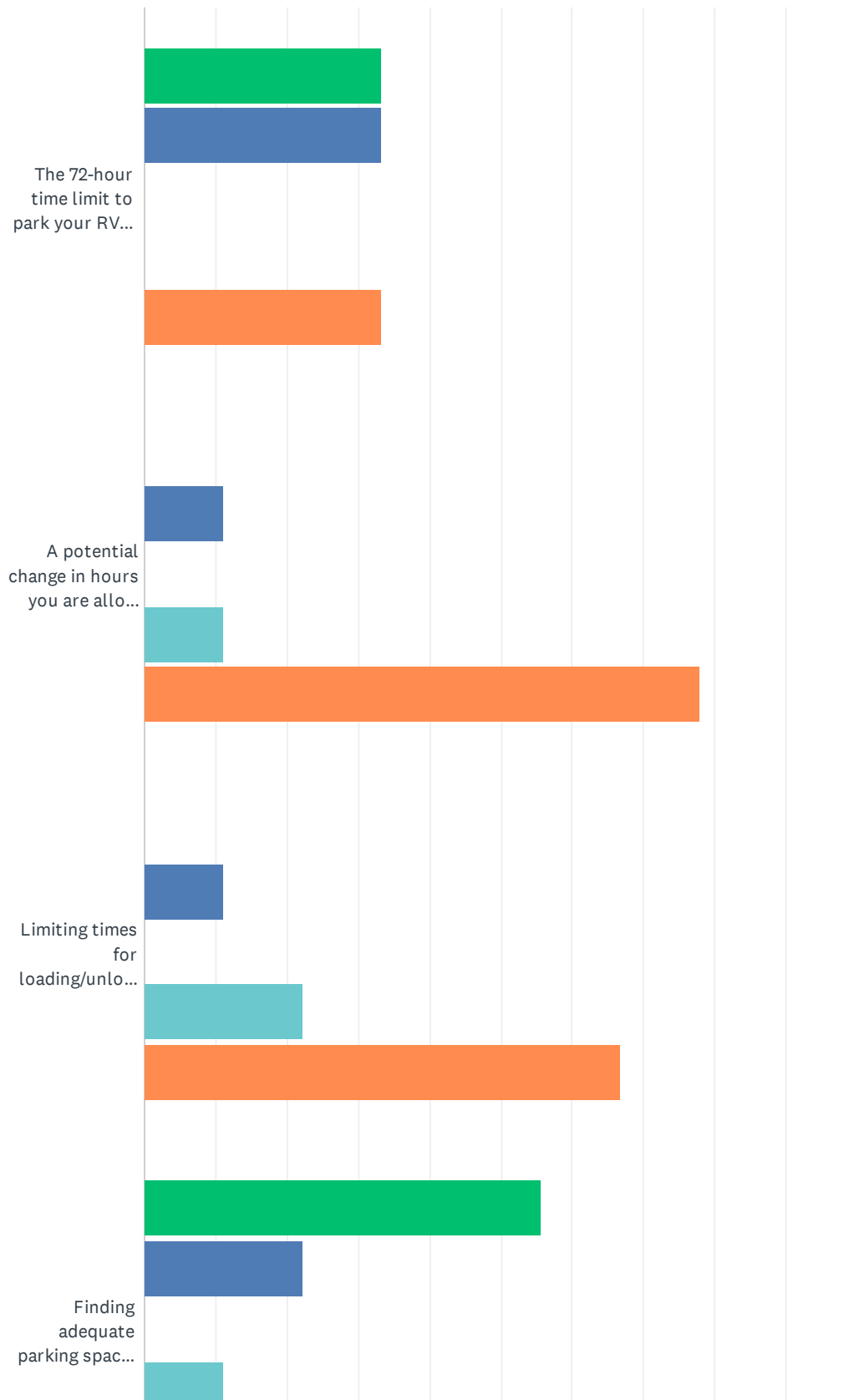
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	77.78%	7
No	22.22%	2
TOTAL		9

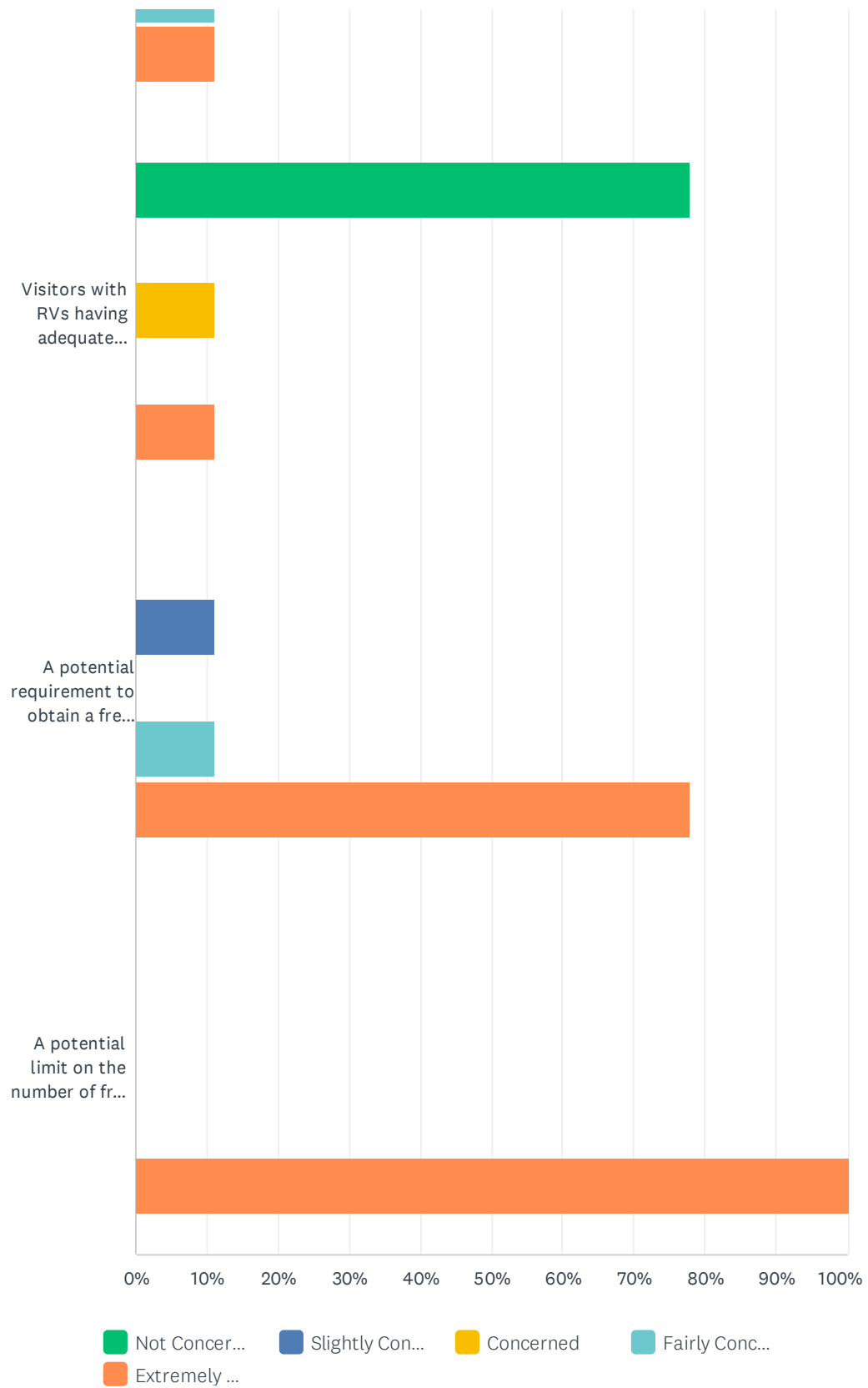
Q5 Do you have concerns about parking regulations regarding your RV?

Answered: 9 Skipped: 0



RV Owner/Possessor Questionnaire

Item B.



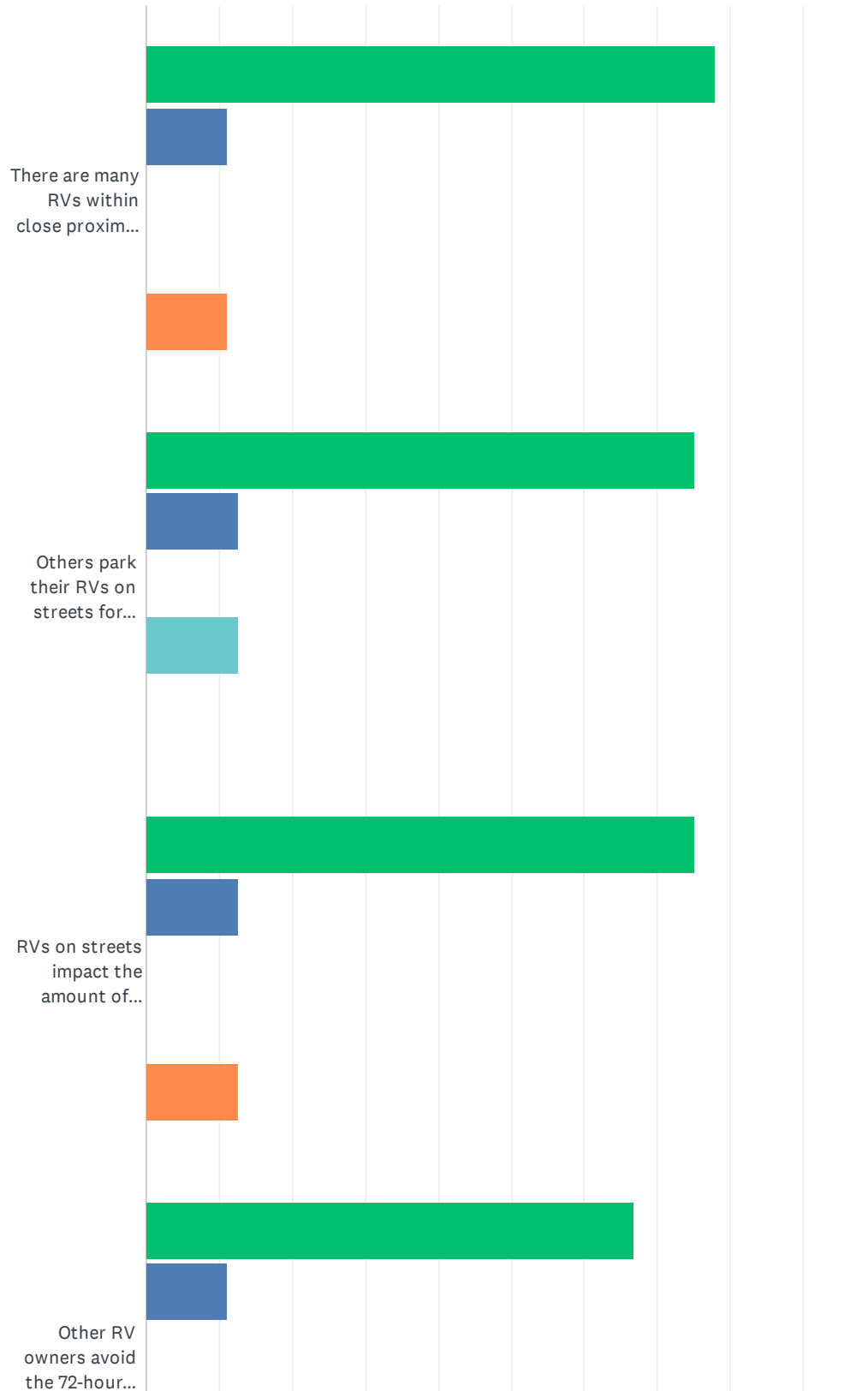
RV Owner/Possessor Questionnaire

Item B.

	NOT CONCERNED	SLIGHTLY CONCERNED	CONCERNED	FAIRLY CONCERNED	EXTREMELY CONCERNED	TOTAL	WEIGHTED AVERAGE
The 72-hour time limit to park your RV on the street	33.33% 3	33.33% 3	0.00% 0	0.00% 0	33.33% 3	9	2.67
A potential change in hours you are allowed to have RV parked on the street (such as reducing the hours allowed from 72 hour to 48 or 24 hours)	0.00% 0	11.11% 1	0.00% 0	11.11% 1	77.78% 7	9	4.56
Limiting times for loading/unloading on the street (such as a 12-hour time limit)	0.00% 0	11.11% 1	0.00% 0	22.22% 2	66.67% 6	9	4.44
Finding adequate parking space on the street for your RV	55.56% 5	22.22% 2	0.00% 0	11.11% 1	11.11% 1	9	2.00
Visitors with RVs having adequate parking space on the street	77.78% 7	0.00% 0	11.11% 1	0.00% 0	11.11% 1	9	1.67
A potential requirement to obtain a free parking permit each time you park your RV on the street	0.00% 0	11.11% 1	0.00% 0	11.11% 1	77.78% 7	9	4.56
A potential limit on the number of free parking permits you can obtain each year to park your RV on the street	0.00% 0	0.00% 0	0.00% 0	0.00% 0	100.00% 9	9	5.00

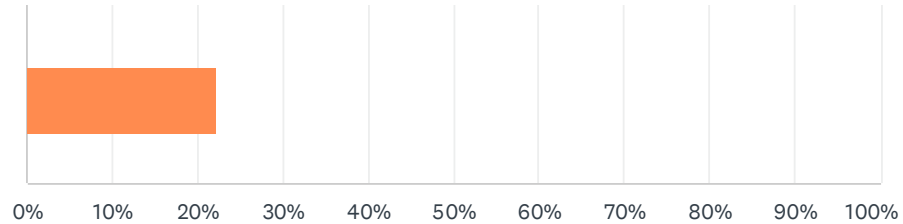
Q6 Do you have any of the following concerns about parking regulations regarding the RVs owned by others?

Answered: 9 Skipped: 0



RV Owner/Possessor Questionnaire

Item B.

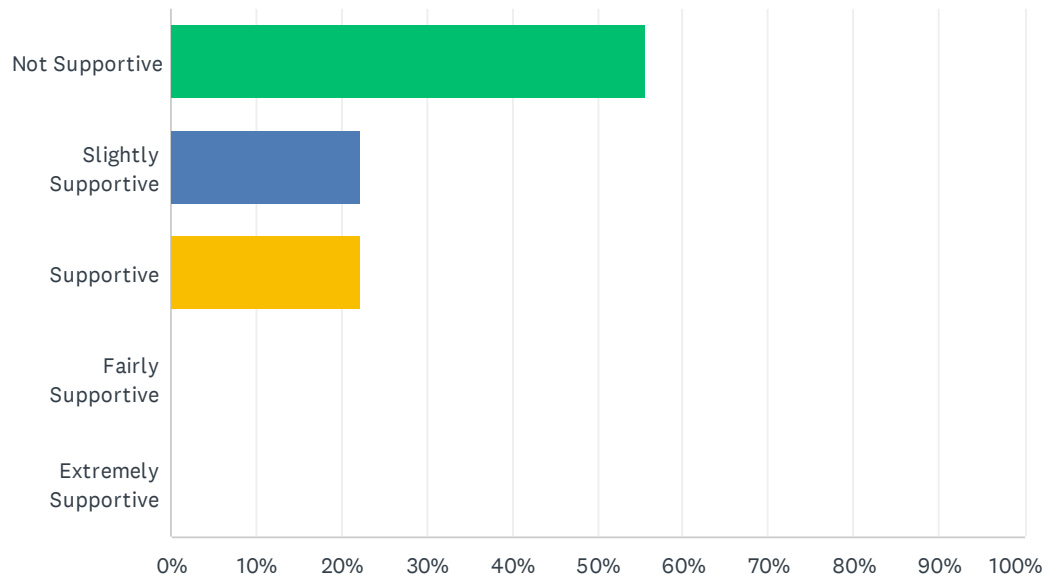


■ Not Concer...
 ■ Slightly Con...
 ■ Concerned
 ■ Fairly Conc...
 ■ Extremely ...

	NOT CONCERNED	SLIGHTLY CONCERNED	CONCERNED	FAIRLY CONCERNED	EXTREMELY CONCERNED	TOTAL	WEIGHTED AVERAGE
There are many RVs within close proximity to my residence	77.78% 7	11.11% 1	0.00% 0	0.00% 0	11.11% 1	9	1.56
Others park their RVs on streets for prolonged periods of time	75.00% 6	12.50% 1	0.00% 0	12.50% 1	0.00% 0	8	1.50
RVs on streets impact the amount of parking available for other vehicles	75.00% 6	12.50% 1	0.00% 0	0.00% 0	12.50% 1	8	1.63
Other RV owners avoid the 72-hour parking time limit by moving their RVs enough to avoid the violation	66.67% 6	11.11% 1	0.00% 0	0.00% 0	22.22% 2	9	2.00

Q7 Would you be supportive of an RV Permit Program?

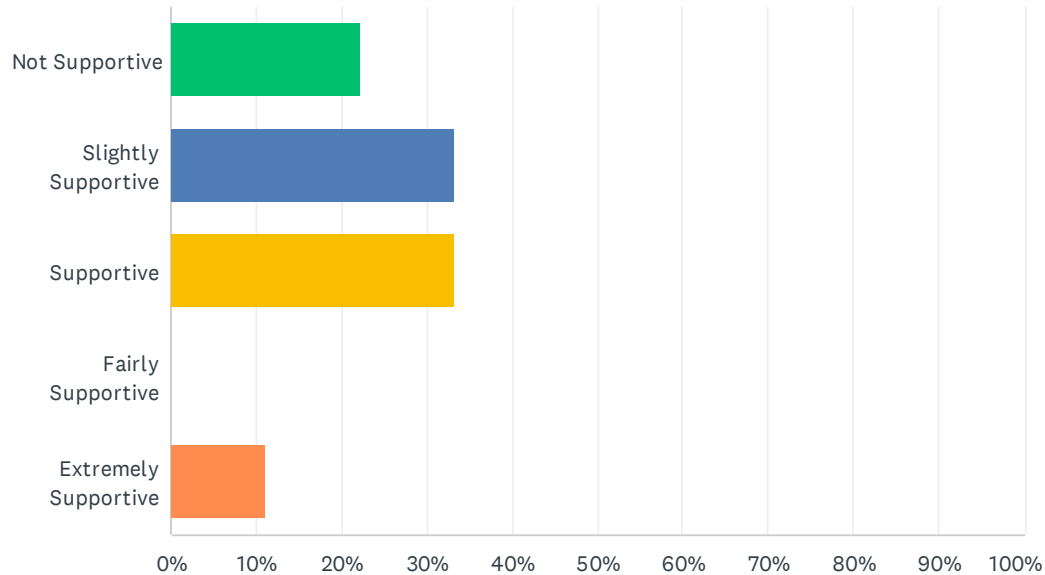
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not Supportive	55.56%	5
Slightly Supportive	22.22%	2
Supportive	22.22%	2
Fairly Supportive	0.00%	0
Extremely Supportive	0.00%	0
TOTAL		9

Q8 Would you be supportive of designating regulations for different zones (residential, industrial, commercial etc.)?

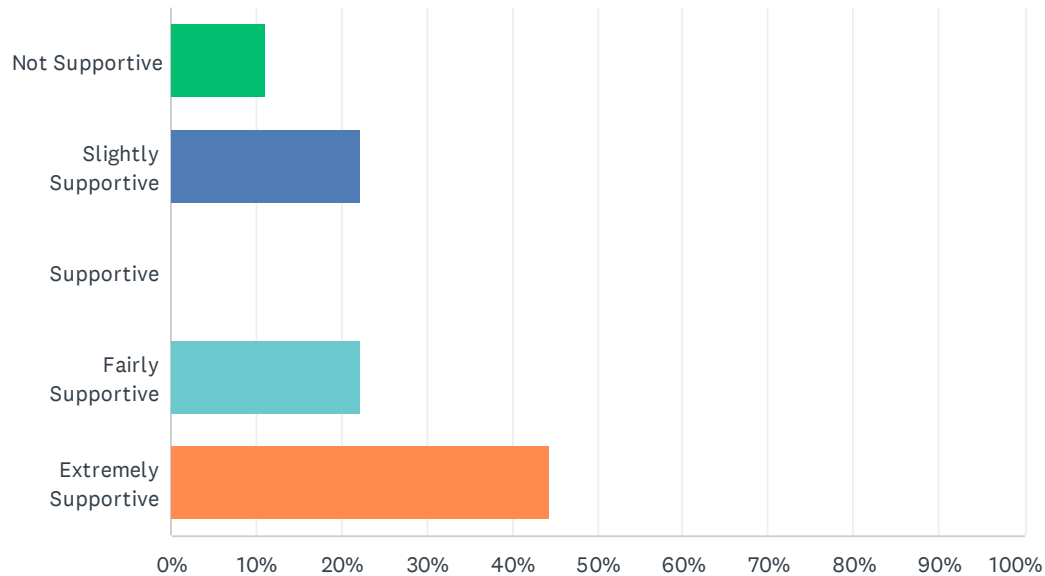
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not Supportive	22.22%	2
Slightly Supportive	33.33%	3
Supportive	33.33%	3
Fairly Supportive	0.00%	0
Extremely Supportive	11.11%	1
TOTAL		9

Q9 Would you be supportive of maintaining Wilsonville's current street parking regulations limiting all vehicles to 72 hours parked in one location on the street?

Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not Supportive	11.11%	1
Slightly Supportive	22.22%	2
Supportive	0.00%	0
Fairly Supportive	22.22%	2
Extremely Supportive	44.44%	4
TOTAL		9

Q11 Do you have any other thoughts or concerns you want to share regarding this project?

Answered: 6 Skipped: 3

#	RESPONSES	DATE
1	I'm ok with a permit system only for a means to keep homeless and derelict RV's out of wilsonville however what's being proposed seems to penalize residents who just want to own an rv and make it difficult to use it.	9/21/2025 9:14 PM
2	I live in my RV. We are a family of four. We just want to make sure we are not homeless anymore. This is all we can afford at the moment. I'm scared my home will be taken and my 4yr old son and my disabled daughter will be out on the street. We don't do drugs or have severe mental illness. We are just trying to live and we keep getting harassed. Please help us.	9/18/2025 3:26 PM
3	Limiting the number of passes an RV owner can get is problematic because, for example-my family, needs time for our RV to be on the street before and after our trips for loading and unloading our food, clothes, and 4-wheelers. Which we have at least 4 of in a year. So we would require 8 passes. At the very least. 6 maximum doesn't leave room for every step of the process.	9/9/2025 4:24 PM
4	Special permitting for emergency personnel like myself. As a federal wildland fire staff member on and Incident Management Team, I need access to my RV during on call weeks. Being in storage or reducing hours severely limits my response time	9/9/2025 3:38 PM
5	People are not concerned about tax paying property owners. They are concerned about transients living out of run down, ramshackle, old piles of junk. This is the kind of ordinance that would only be enforced on the former category, not the latter.	9/8/2025 10:18 PM
6	Yes, we keep our Rv parked at our rental next door off street. We also have a flat driveway to park our Rv off street. I am concerned with our neighbors who cant put their trailers into the driveway to load and unload. Don't want a permit process.	9/5/2025 1:13 PM

Q12 How long have you been residing in Wilsonville?

Answered: 1 Skipped: 8

#	RESPONSES	DATE
1	Around 9 months	9/18/2025 3:30 PM

Q13 How long have you lived in your RV?

Answered: 1 Skipped: 8

#	RESPONSES	DATE
1	Around 9 months	9/18/2025 3:30 PM

Q14 What types of areas do you most often park your RV?

Answered: 1 Skipped: 8

#	RESPONSES	DATE
1	Parking lots	9/18/2025 3:30 PM

Q15 Do you feel safe in your RV?

Answered: 1 Skipped: 8

#	RESPONSES	DATE
1	No. This city likes to kick you when you are already down.	9/18/2025 3:30 PM

Q16 What are some barriers you face in finding permanent housing?

Answered: 1 Skipped: 8

#	RESPONSES	DATE
1	Our disabled checks are not enough to live on. We get around \$3000 a month. A studio apartment runs around \$1300 a month. And they expect you to make 3 times the rent. We can not afford a real home and still have enough to get food or prescriptions or any other bills we need to pay.	9/18/2025 3:30 PM



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025	Subject: Resolution No. 3220 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute Task Order No. 1 to the Goods and Services Contract with Andersen Pacific Inc., for Replacement of the Town Center Water Feature Staff Member: Steve Rymer, Interim Parks and Recreation Director Department: Parks and Recreation	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To: Water Feature On-Call and Maintenance Project		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to execute Task Order No. 1 to the Goods and Services Contract with Andersen Pacific Inc. to design, build, and install an updated water feature operating system at Town Center Park.

EXECUTIVE SUMMARY:

The water features in Murase Plaza and Town Center Park are an important amenity in the community. The original intent of the water features was aesthetic only; they were not meant to be interactive play features. However, once established, the reality became clear that they attracted play, which meant the water system would need retrofitted to meet the higher standard that comes with water features as a play area. This designation means that the water must be filtered and chlorinated the same way a public pool is. This has led to extensive retrofitting over the years, and these changes and upgrades are ongoing and costly.

In August 2024, the City published a formal Request for Proposals that included three (3) distinct tasks:

1. Task One: The replacement and improvement of aging and failing components at the Murase Plaza water feature. This was a priority project as much of the mechanical infrastructure needed to operate the water feature at Murase Plaza was no longer supported by the manufacture(s) or parts were no longer available.
2. Task Two: Town Center Park's water feature is also in need of critical infrastructure replacements and improvements. Like the water feature at Murase Plaza, the Town Center Water Feature components are no longer supported by the manufacture(s) or are no longer viable. This phase is the focus of this resolution and staff report.
3. Task Three: On-Call support from technicians with expertise in operating water features is vital in the long-term success and protection of these great community assets. The City intends to carry out an on-call task order with Andersen Pacific, Inc. to ensure all water feature infrastructure is correctly diagnosed and repaired when needed. Utilizing on-call technicians will ensure that any downtime required in the future is greatly limited.

In October 2024, Council adopted Resolution No. 3166 authorizing the City Manager to execute a Goods and Services Contract with Andersen Pacific, Inc. for the first task, which contract became effective on October 15, 2024 (**Attachment 1**), and included the option for Andersen Pacific, Inc. to perform either of the next two tasks through the execution of task order(s). The first task was completed in winter 2024, and now the City seeks to execute Task Order No. 1 to complete the second task – updating the Town Center Park water feature.

TIMELINE:

Work is expected to begin in the Winter of 2025.

CURRENT YEAR BUDGET IMPACTS:

Total project scope is approximately \$350,000. This funding is included in fiscal year (FY) 2025-26 budget as CIP #9177 – Water Feature Controllers.

COMMUNITY INVOLVEMENT PROCESS:

The water features are a key park amenity in Wilsonville each summer. The City undertook a

formal, public procurement process to select the vendor for the project. Furthermore, this project was part of the public process adopting the FY 2025-26 budget.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The benefit to the community is a fully functional water feature that does not require repairs during the season resulting in downtime.

ALTERNATIVES:

The alternative to this contract would be to continue to maintain the Town Center water feature without improvements resulting in continued closures. Furthermore, this results in staff having to dedicate significant time to trying to repair an ageing system with no long-term solution.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Executed Goods and Services Contract
2. Resolution No. 3220
 - A. Task Order No. 1

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Water Features Replacement and Maintenance Project (“Project”) is made and entered into on this 15th day of October 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Andersen Pacific Inc**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

WHEREAS, Contractor 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

Contractor will perform the replacement and maintenance services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 2. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2029, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. The City, in its sole discretion, may exercise its option to extend the contract for two (2) two-year periods for continued maintenance and repair services.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor, on a time and materials basis, guaranteed not to exceed SIX HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS (\$649,148) for performance of the Work described in Task 1 in **Exhibit A** (“Contract Sum”). Any compensation in excess of the Contract Sum will require

an express written Change Order between the City and Contractor. All other Work identified in **Exhibit A** (Tasks 2 and 3) will be documented utilizing the Task Order Form attached hereto and incorporated by reference herein as **Exhibit B**, and such Work will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit C**.

3.2. Contractor's Contract Sum and the rates stated in **Exhibit C** are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, 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).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 4. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2024, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Rights and Responsibilities

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

5.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2024-25. 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 Dustin Schull. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 7. Contractor's Project Manager

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

Section 8. Subcontractors and Assignments

8.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 10.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

Section 9. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the

performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 10. Contractor's Responsibilities

10.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. 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.

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

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

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

administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

10.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

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

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

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

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

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

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

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

10.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor

encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

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

Section 11. Indemnity

11.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor 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 Contractor.

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

Section 12. Insurance

12.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance

that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

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

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

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

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

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

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

Section 13. Bonding Requirements

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

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

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

Section 14. Warranty

14.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

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

Section 15. Suspension

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

Section 16. Early Termination; Default

16.1. This Contract 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 Contractor by mail or in person; or

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

16.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

16.4. Termination under any provision of this **Section 16** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 17. Contract Modification; Change Orders

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

Section 18. Notices

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

To City: City of Wilsonville
Attn: Dustin Schull, Parks Maintenance Supervisor
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Andersen Pacific Inc
Attn: Greg Andersen
15485 SE Bartell Road
Boring, OR 97009

Section 19. Miscellaneous Provisions

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

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

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

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

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

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

19.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

19.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to

enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

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

19.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by

each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONTRACTOR:

ANDERSEN PACIFIC INC

By: Jack R. Andersen
 Jack Andersen
 As Its: President

EIN/Tax I.D. No. 93-0914007

CITY:

CITY OF WILSONVILLE

By: Bryan Cosgrove
 Bryan Cosgrove
 As Its: City Manager

APPROVED AS TO FORM:

Amanda Guile-Hinman
 Amanda Guile-Hinman, City Attorney
 City of Wilsonville, Oregon

Exhibit A

Scope of Work

Project Scopes

This Scope of Work consists of three identified tasks: (1) Replacement of the two Murase Plaza Water Feature systems; (2) Replacement of the one Town Center Park Water Feature system; and (3) on-call maintenance and repair of the three water feature systems. Each task may include sub-tasks. Work anticipated beyond Fiscal Year 2024-25 is subject to future budget appropriations and may require a Task Order (Exhibit B).

Task 1: Murase Plaza Water Feature Replacement (FY 2024-25)

Design, build and install a modern and updated water feature operating system for both systems in the Murase Plaza water feature vault.

Existing Conditions.

The work is to take place in a 10' x 20' underground equipment vault that is approximately 11' feet in depth. The vault is a permit-required confined space that may be deemed an alternate entry if all hazards can be mitigated. Forced air, lighting and continuous gas monitoring will still be required when working in the space.

The existing vault equipment will be removed by City staff, leaving in place a mostly stripped-down vault apart from some electrical conduit, electrical gear, five elevated concrete pump bases, and two wall mounted manifolds.

The existing vault is configured to have two separate water feature systems within the same vault. The first is the spray deck feature, consisting of one 20 hp jet pump that feeds the spray deck manifold, and one 3 hp variable speed filter pump. The second is the runnel feature consisting of two 30 hp weir pumps that feed the runnel manifold and one 3 hp variable speed filter pump. The contractor will have the existing schedule 80 pipe stubs that penetrate the vault wall to plumb from in order to recreate the two water feature systems.

Each water feature has a separate underground surge tank located in close proximity of the equipment vault. The spray surge tank is approximately 8 feet by 8 feet, and the runnel is approximately 8 feet by 16 feet.

Sub-Task 1.1. Design.

Each water feature system in Murase Plaza should be designed to have a workstation with the pool controller, probes, test pit cocks, and worktable adequate to perform required testing. The design and placement of the new equipment should be constructed in a manner to allow pool operators as much unimpeded access to the equipment and allow for as much operating room as possible.

All penetrations will need to have a flanged fitting just inside the surface of the vault wall followed by an isolation valve. The jet and weir penetrations will need to be metal butterfly valves whereas the other penetrations need to be schedule 80 PVC IPEX true union ball valves.

Each surge tank will need to be designed with a screen wall constructed across the entire run, in front of the intake pipes. The walls need to be of fiberglass grating with 1 inch by 1 inch spacing. It must connect to the walls and run from the floor of the vault to 3" above the overflow level. There is to be no spaces greater than the 1 inch by 1 inch over the entire wall assembly. Connection points will need to be of corrosive resistant material and allow for easy removal for periodic maintenance.

Contractor will meet with City staff on-site to review existing conditions prior to beginning its design for new installation. Contractor will provide at least two (2) rounds of draft designs of the new water feature systems installation in Murase Plaza for City staff review and comment prior to beginning installation. Design must note any demolition/removal of current components and procurement of needed components, both of which Contractor will undertake upon City approval of the design.

****Concrete pump blocks may need to be removed and repoured in order to accommodate the new pump design. If warranted, Contractor should explicitly note such need in its design.**

Sub-task 1.2. Installation

Each of the replacement water feature systems in Murase Plaza must be installed according to Contractor's design. Any changes from the approved design must be approved in writing by the City prior to performing the changed work. Contractor is responsible for coordinating work with all needed subcontractors. Contractor must account for confined space entries and alternate entries into confined spaces for all contractors and subcontractors involved in the Project. Contractor must perform dry fit installation of all components and must install all components following City written approval on dry fit installation. In addition, the following equipment and items must be replaced in the water features:

- Six butterfly valves
- Weir pump #1- 30 hp Badu Block Multi Series with 10" coated cast iron strainer (replace with same or equivalent)
- Weir pump #2 - 30 hp Badu Block Multi Series with 10" coated cast iron strainer (replace with same or equivalent)
- Jet pump - 20 hp Normblock Multi with 6" x 8" FRP basket strainer (replace with same or equivalent)
- Runnel filter pump - Intelliflo 3 variable speed pump with i/o board and keypad (replace with same or equivalent)
- Spray deck filter pump - Intelliflo 3 variable speed pump with i/o board and keypad (replace with same or equivalent)
- Spray deck sand filter – Triton II
- Runnel sand filter baffles and median
- All gaskets, gauges and ball valves
- Blower Fan
- All check valves
- UV systems

- Accu-Tab chlorination systems with booster pumps
- BECSys 5 controllers
- Flow cells with ORP, PH, and PPM probes compatible with BECSys 5 controllers
- All tubing

Existing items to be reinstalled:

- Co2 Tank
- Co2 Feeders
- Runnel Sand Filter
- Bilge pumps (2)
- Aqua Star valves (2)

Contractor will also need to reconnect all electrical and controls.

The City, or its authorized representative(s), will inspect the installation for conformance with the design prior to performance of any system testing.

Sub-task 1.3. Testing and Acceptance.

Contractor will perform all testing necessary to ensure that the newly installed water feature systems are functioning properly. Contractor will provide the City with at least five (5) days' prior written notice of its intention to test the systems. City staff must be present for any and all testing of the systems. Any issues identified during testing must be resolved by Contractor at no additional cost to the City. Once the City is satisfied that the water feature systems are operating properly, it will provide Contractor with written acceptance of Contractor's installation work, which will trigger the commencement of the warranty period stated in the contract.

Sub-task 1.4. Operations and Maintenance Manual

Contractor will document, in writing, all equipment installed and will draft an Operations and Maintenance Manual for use by the City. City staff will be provided at least two (2) rounds of reviewing a draft Operations and Maintenance Manual for feedback to Contractor. The Operations and Maintenance Manual must provide details of equipment used, products needed for maintenance, and procedures to continually maintain the water features. Contractor must also provide relevant personnel contact information for any installation, maintenance, or repair issues.

Phase 2: Town Center Park Water Feature (FY 2025-26)

Design, build and install a modern and updated water feature operating system for a single system in the Town Center Park water feature vault similar to Task 1. The specifications for Task 2 will be documented in a Task Order utilizing the Task Order Form attached hereto as Exhibit B.

General work associated with Task 2 may include but is not limited to:

- Demolition and removal of all current components
- Design new modern system components
- Procurement of needed components following review by city team
- Coordination of all needed subcontractors

- Confined space entries and alternate entries into confined spaces for all contractors involved in the project
- Dry fit installation of all components
- Installation of all components following city sign off on dry fit
- Test run and confirmation of all components in the system
- Additional or updated Operations and Maintenance Manual

Task 3: Ongoing on Call Service and Maintenance (FY 2024-25 through FY 2028-29)

- Trouble shoot and diagnose technical issues over the phone or in person
- Respond onsite within 24 hours during peak season (May-September)
- Respond onsite within 72 hours during non-peak season (October- April)
- Procure needed components and install
- Make suggestions for areas of improvement as applicable.

For work conducted under this task, the parties will enter into task orders utilizing the form attached hereto as Exhibit B.

Exhibit B

TASK ORDER # _____

Water Feature Replacement and Maintenance

DATE: _____

City Reference #: _____

This Task Order is executed pursuant to a Goods and Services Contract for **Water Features Replacement and Maintenance** (the "Contract"), by and between Andersen Pacific Inc ("Contractor") and the City of Wilsonville (the "City"), dated October 9, 2024. All Terms and Conditions of the Contract shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified below:

(Describe any exception, if any, or indicate Not Applicable)

Scope of Services

Contractor shall perform all of the Tasks as attached hereto as Exhibit 1 on a time and materials not-to-exceed basis, according to Contractor's Rate Schedule attached to the Contract and the Task-Specific cost proposal, attached hereto. The total Task Order not-to-exceed price is \$_____.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20____. All Services shall be completed by said date, unless extended by the parties, in writing.

Contractor

City of Wilsonville

 Signature

 Signature

 Printed Name and Title

 Printed Name and Title

EXHIBIT C RATE SCHEDULE

Item 11.

	<u>24 hr. Response</u> <u>Hourly Rate 2025*</u>	<u>72 hr. Response</u> <u>Hourly Rate 2025*</u>
<u>Labor - Andersen Pacific Inc.</u>		
-Greg Andersen	\$ 225.00	\$ 175.00
<u>Labor - Crown Pool</u>		
-Phil Helland	\$ 275.00	\$ 225.00
*Hourly rates for subsequent years will need to be negotiated annually.		
Materials Markup 40%		

RESOLUTION NO. 3220

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 1 TO THE GOODS AND SERVICES CONTRACT WITH ANDERSEN PACIFIC INC. FOR REPLACEMENT OF THE TOWN CENTER WATER FEATURE.

WHEREAS, the City of Wilsonville has identified the need for replacement of the water feature at Town Center Park; and

WHEREAS, the City of Wilsonville Parks and Recreation Department have identified these projects as key improvements; and

WHEREAS, the City wishes to assure the usability of its assets; and

WHEREAS, the City issued a formal bid for this project in accordance with the City's and State's procurement rules; and

WHEREAS, upon Council's adoption of Resolution No. 3166, in October 2024, the City executed a goods and services contract with Andersen Pacific Inc. to perform services related to replacement and maintenance of the City's water features (the "Contract"); and

WHEREAS, the Contract contemplates execution of a task order for Andersen Pacific Inc. to perform design, building, and installation services for the Town Center Park water feature.

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

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Andersen Pacific, Inc. was determined to be the highest scoring responsive proposer.
- 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 task order with Andersen Pacific Inc. for a not-to-exceed amount of \$350,000, which task order is substantially similar to Exhibit A attached hereto and incorporated by reference herein.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15th Day of December 2025 and filed with the Wilsonville City Recorder this date.

SHAWN O'NEIL , MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Shevlin

Councilor Cunningham

Councilor Scull

EXHIBITS:

A. Task Order No. 1

TASK ORDER #001

Water Feature Replacement and Maintenance

DATE: _____

City Reference #: CIP 9177 Contract 252790

This Task Order is executed pursuant to a Goods and Services Contract for **Water Features Replacement and Maintenance** ("Contract"), by and between Andersen Pacific, Inc. (Contractor) and the City of Wilsonville (City), dated October 15, 2024. All Terms and Conditions of the Contract shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified below:

n/a

(Describe any exception, if any, or indicate Not Applicable)

Scope of Services

Contractor shall perform all of the Tasks as attached hereto as **Exhibit A** on a time and materials not-to-exceed basis, according to Contractor's Rate Schedule attached to the Contract and the Task-Specific cost proposal, attached hereto as **Exhibit B**. The total Task Order not-to-exceed price is \$350,000.

Term

This Task Order commences on the date shown above, and must be completed on or before May 15, 2026. All Services shall be completed by said date, unless extended by the parties, in writing.

Contractor

City of Wilsonville

Signature

Signature

Printed Name and Title

Printed Name and Title

Exhibit A to Task Order #001

Design, build and install a modern and updated water feature operating system for a single system in the Town Center Park water feature vault similar to Task 1 of CIP 9177, Contract # 252790. The specifications include:

The work is to take place in an 8' x 14' underground equipment vault that is approximately 10' feet in depth, located at 29600 SW Park Place Wilsonville, OR. 97070. All demolition and removal of the existing equipment will be the responsibility of the city. The city will supply and install safety fencing around the perimeter of the work zone. It will be the responsibility of the contractor to ensure safety fencing is in place and secured at all times. The vault is a permit-required confined space that may be deemed an alternate entry if all hazards can be mitigated. Forced air, lighting and continuous gas monitoring will still be required when working in the space.

The existing vault is configured to utilize the nearby 17,500-gallon surge tank to supply one filter loop system circulated by a 3hp suction pump, one 20 hp jet pump that feeds the spray deck manifold, and one 7.5 hp weir pumps that feed the runnel. The contractor will utilize the existing sch 80 flanged pipe stub outs for the connection of the new plumbing configuration.

Sub-Task 1: Design.

The system should have a workstation consisting of a pool controller, Ph, ORP, and chlorine probes, flow cell, test pit cocks, and worktable adequate to perform required testing. The design and placement of the new equipment is to be constructed in a way to allow pool operators as much unimpeded access to the equipment and allow for as much operating room as possible. All penetration will need to have a flanged fitting just inside the surface of the vault wall followed by an isolation valve. The jet and weir penetrations will need to be metal butterfly valves whereas the other penetrations need to be schedule 80 PVC IPEX true union ball valves.

Contractor will meet with City staff on-site to review existing conditions prior to beginning its design for new installation. Contractor will provide at least two (2) rounds of draft designs of the new water feature systems installation in Town Center Park for City staff review and comment prior to beginning installation. Design must note any demolition/removal of current components and procurement of needed components, both of which Contractor will undertake upon City approval of the design.

Sub-task 1.2. Installation

Replacement of the water feature system in Town Center Park must be installed according to Contractor's design. Any changes from the approved design must be approved in writing by the City prior to performing the changed work. Contractor is responsible for coordinating work with all needed subcontractors. Contractor must

account for confined space entries and alternate entries into confined spaces for all contractors and subcontractors involved in the Project. Contractor must perform dry fit installation of all components and must install all components following City written approval on dry fit installation. In addition, the following equipment and items must be installed in the water feature:

- (1) 7.5 hp horizontal weir pump with no strainer will be replaced with a compatible Speck vertical pump on top of a compatible poly strainer housing.
- (1) 20 Hp horizontal Jet pump with no strainer will be replaced with a city supplied, like for like, pump with no strainer. Motorized valves to be removed.
- (1) 3 hp filter pump will be replaced with an IntelliFlo 3 variable speed pump with I/o board and keypad
- 36" Triton II Sand filter with media
- All gaskets, gauges and ball valves
- Blower fan
- All butterfly valves (city to supply 1- 8" butterfly valve and 1 - 10" butterfly valve)
- All check valves
- UV system
- Accu-Tab chlorination system with booster pumps
- Beck's 5 controller
- Flow cells with ORP, PH, and PPM probes
- All tubing replaced and color coded
- Prairie Electric - MCC panel
- Electrical work by ECO Electric
- Automated controls system
- LED lighting in Equipment Vault

Existing items to be reinstalled and reconfigured into the system.

- Co2 Tank
- Co2 Gas monitor
- Co2 Feeder
- Spray deck manifold
- Aqua Star auto backwash

The City will assist the contractor in lowering any equipment that cannot be safely lowered by hand e.g. Co2 tank, pumps, sand filter, spray deck manifold.

The City, or its authorized representative(s), will inspect the installation for conformance with the design prior to performance of any system testing.

Sub-task 1.3. Testing and Acceptance.

Contractor will perform all testing necessary to ensure that the newly installed water feature system is functioning properly. Contractor will provide the City will at least five

(5) days' prior written notice of its intention to test the system. City staff must be present for any and all testing of the system. Any issues identified during testing must be resolved by Contractor at no additional cost to the City. Once the City is satisfied that the water feature system is operating properly, it will provide Contractor with written acceptance of Contractor's installation work, which will trigger the commencement of the warranty period stated in the contract.

Sub-task 1.4. Operations and Maintenance Manual.

Contractor will document, in writing, all equipment installed and will draft an Operations and Maintenance Manual for use by the City. City staff will be provided at least two (2) rounds of reviewing a draft Operations and Maintenance Manual for feedback to Contractor. The Operations and Maintenance Manual must provide details of equipment used, products needed for maintenance, and procedures to continually maintain the water features. Contractor must also provide relevant personnel contact information for any installation, maintenance, or repair issues.

Additional Contractor responsibilities.

- Electrical & low voltage controls permits. City is responsible for OR Health permit, if required.
- Commissioning of the system in the presence of the city's project manager
- 2 hours of staff training
- Complete set of O&M's & warranties

2026 CITY OF WILSONVILLE TOWN CENTER PARK WATER FEATURE
RATE SHEET

Item 11.

ECO ELECTRIC	ELECTRICAL	\$220/HOUR
AINSWORTH	CONTROLS	\$225/HOUR
CROWN	WATER TREATMENT/UV SPECIALIST	\$220/HOUR
ANDERSEN PACIFIC INC.	EQUIPMENT INSTALLATION/GENERAL CONTRACTOR	\$205/HOUR



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025		Subject: Resolution No. 3228 Authorizing the City Manager to Execute a Professional Services Agreement with WSP USA Inc. to provide Engineering Consulting Services for the Miley Road Stormwater Improvements (Capital Improvement Project No. 7071) Staff Member: Ethan Rogers, PE, Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommend Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2024 Stormwater Master Plan Project WR-2	<input type="checkbox"/> 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 \$1,697,357.00 for the Miley Road Stormwater Improvement project (Capital Improvement Project No. 7071).

EXECUTIVE SUMMARY:

The Miley Road Stormwater Improvements project (Project) is identified as a high priority project in the 2024 Stormwater Master Plan as Project WR-2. Miley Road is a rural collector in Clackamas County outside the City Limits of Wilsonville on the southern edge of Charbonneau District. The existing City owned storm sewer facilities and pipe outfall, which drain a large area of the southern half of the Charbonneau District, are in poor condition. The pipe outfall is significantly undermined, and any additional erosion and scouring may lead to failure of the outfall structure. The storm sewer runs to the east from its outfall along the north edge of Miley Road's right-of-way up to Molalla Bend Rd underneath existing brick wall fencing. The existing pipeline is also in very poor condition and at risk of collapse, which would require costly emergency repairs to both the wall and the pipeline. The Project will remove and replace this existing storm sewer infrastructure over two phases of construction:

Phase 1 (Outfall Pipe Replacement) –

- Removal and replacement of the existing storm sewer outfall;
- Removal and replacement of the existing storm sewer pipe and manhole/inlet structures at the Miley Road and Airport Road intersection;
- Restoration of the incised channel banks downstream of the new sewer outfall.

Phase 2 (Pipeline Replacement) –

- Realignment and upsizing of the remaining storm sewer trunk line between Airport Road and Armitage Road to be within Miley Road and out of conflict with adjacent existing structures and trees;
- Extend and reconnect all existing lateral sewer connections to the new sewer alignment;
- Decommissioning of the existing sewer main in place.

A Request for Proposals (RFP) for engineering consulting services was issued on September 17, 2025. A total of three (3) proposals were submitted by the October 16, 2025, deadline, and were subsequently evaluated by the City's selection review committee. WSP was identified as the successful proposer in accordance with City and State procurement requirements for professional services over \$250,000.

WSP will be responsible for delivering engineering design plans and construction documents for both phases of construction, which will be used to request bids from qualified contractors during the construction phases of the Project. Assistance with the phased construction administration of the Project will be defined and costs negotiated with WSP as part of subsequent contract amendments after completion of engineering design work. The negotiated contract amount includes site investigation services, preliminary design, public engagement, utility coordination, permitting, and final design as detailed in **Exhibit A to Resolution No. 3228**.

EXPECTED RESULTS:

The removal and replacement of the existing storm sewer and outfall will provide a stable connection, correcting the downstream erosion and scour of the drainage way. Replacement of approximately 4,488 feet of storm sewer main on Miley Rd will provide an accessible and maintainable system and alleviate the risk of costly repairs and property damage due to pipe collapse.

TIMELINE:

Upon execution of the professional services agreement, engineering studies and design work is expected to begin immediately and continue through the end of 2026. The project is then anticipated to be constructed in two phases:

- Phase 1 (Outfall Pipe Replacement) Construction: spring – fall 2027
- Phase 2 (Pipeline Replacement) Construction: spring – fall 2028

CURRENT YEAR BUDGET IMPACTS:

The adopted Fiscal Year 2025-26 (FY26) budget includes funding for engineering design and overhead for the Project, as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY25/26 Budget	Contract Amount
7071	Miley Road Stormwater Improvements	Stormwater Operating	\$1,580,500	\$1,697,357

This project is included in the City's five-year capital improvement plan (CIP) and will carry into the next fiscal year. The engineering design work is anticipated to span multiple budget years and is within the total budgeted amount for the project.

COMMUNITY INVOLVEMENT PROCESS:

As part of the Project, the consultant team will engage in coordination with the Charbonneau Country Club Board representatives regarding strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. The public engagement will include accessible forums of public input, including an-person open house and stakeholder meetings at key points in the project. Additional engagement will occur through *Let's Talk, Wilsonville!*, Boones Ferry Messenger, project website, social media, mailers, and door hangers.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project includes removal and replacement of existing storm sewer infrastructure which benefits the community by conveying stormwater flows safely away from developed areas, while mitigating the downstream effects of erosion, enhancing stream and river water quality.

ALTERNATIVES:

Prior to beginning design of the project, the consultant team will perform engineering studies resulting in a preliminary design memo that will include discussion of project direction, initial feedback from community members, results of engineering studies, impacts to trees, and any other important findings. Preliminary design figures will be prepared to evaluate proposed outfall design configurations, vertical and horizontal alignments, and construction methodology (i.e. open trench or trenchless pipe replacement).

Council could direct staff to modify the professional services agreement (PSA) scope of work and renegotiate the fee with WSP or elect to reject all proposals and cancel the project outright. Neither of these two alternatives are recommended as it will delay the improvements needed to avoid potential costly emergency repairs at a key link from the Charbonneau District in the event of a large rainfall that causes further erosion and/or collapse of the sewer main or its outfall.

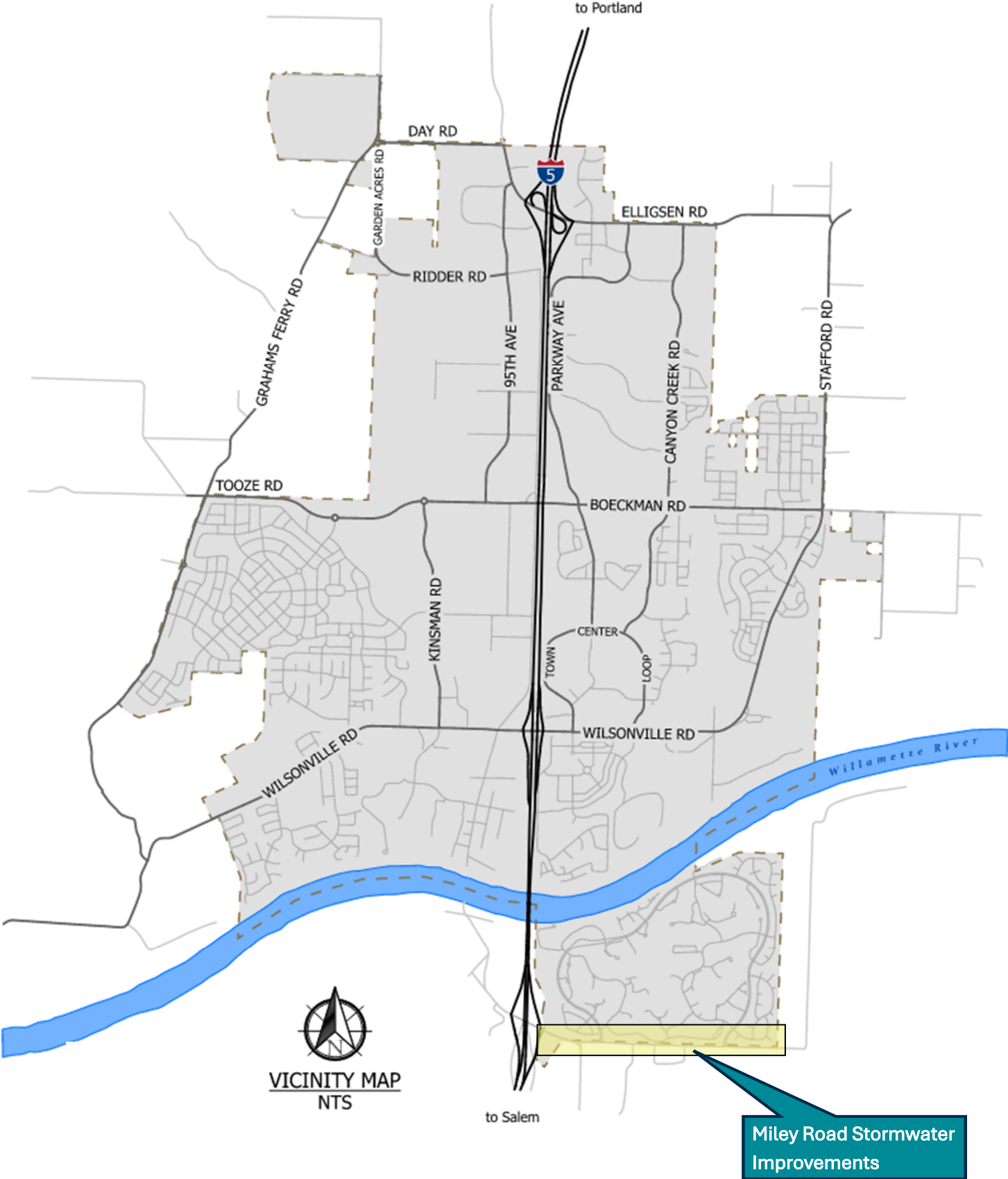
CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 3228
 - A. Miley Road Stormwater Improvements Professional Services Agreement

ATTACHMENT 1



RESOLUTION NO. 3228

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 MILEY ROAD STORMWATER IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 7071).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 7071, known as the Miley Road Stormwater Improvement 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 October 16, 2025, 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. (WSP) 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 for a not-to-exceed amount of \$1,697,357.00, 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 15th day of December, 2025, 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

EXHIBITS:

A. Miley Road Stormwater Improvements Professional Services Agreement

EXHIBIT A

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Miley Road Stormwater Improvements 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 the engineering design and field work services 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 December 31, 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 Six Hundred Ninety-Seven Thousand Three Hundred Fifty-Seven Dollars (\$1,697,357.00)** 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 16**.

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

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, 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).

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's Project Manager is Ethan Rogers. 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 9.2 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 16** of this Agreement.

9.2. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 10.1**, or a valid amendment pursuant to **Section 16**, 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 or subconsultant 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 agrees 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 insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing 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, as provided above.

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender

to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of 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) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

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

Section 18. As-Builts/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 19. Notices

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

To City: City of Wilsonville
Attn: Ethan Rogers, Civil 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 20. Miscellaneous Provisions

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

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

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

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

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

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

20.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

WSP USA INC.

By: _____

Name: _____

As Its: _____

EIN/Tax I.D. No. 11-1531569

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

SCOPE OF WORK

Consultant shall complete all tasks and provide all deliverables included in this statement of work, unless specifically stated otherwise in a task. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW. The project design duration is assumed to be 24 months.

Task 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 and funding sources. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall. The project kick-off meeting will be approximately 2 hours in duration and include up to six (6) consultant staff.

Deliverables

- Meeting agenda and notes
2. Prepare and submit a detailed draft Project schedule compatible with Microsoft Project 2018. Project schedule must be used to track all major tasks, deliverables and milestones.

Deliverables

- Project schedule in .PDF format
3. Organize, lead, and conduct Project meetings twice a month during design for up to 24 meetings. The project meetings will be approximately 1 hour in duration and include up to four (4) consultant staff.

Deliverables

- Meeting agenda and notes
4. Coordinate various members of the Consultant team.
 5. Provide exhibits, maps, figures, as needed and required.
 6. Communicate clearly and regularly with the City's project manager.
 7. Submit monthly invoices/payment requests, separate costs by tasks.
 8. If deemed necessary – prepare materials for, lead, and participate in one public in-person open-house meeting in Wilsonville.

Task 2 – Public Engagement

Consultant shall prepare public notification materials, including postcards, newsletter, and other as-needed notices with project updates at a regular interval for the duration of the project. The City will provide existing contact lists and information for relevant stakeholders to support the postcard mailer, direct outreach, and text message alert contact lists.

Public Engagement shall incorporate the City's existing public engagement tools utilizing these communication tools rather than paying for third party platforms.

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, summaries and other documents needed to support.

The City will develop and maintain the project website. Graphics and fact sheets developed by the consultant may be utilized for the project website. The City will serve as the point of contact for media and public inquiries.

1. Task management
 - a. Track communications and public involvement deliverables and budget.
 - b. Provide file management of communications and public involvement files for use throughout the lifecycle of the full project.
2. Planning and production of public information materials
 - a. 1 Project fact sheet and up to 2 updates
 - b. Up to 2 project PowerPoint presentations for public meeting/open house, and property acquisitions (if necessary)
 - c. Up to 4 project information graphics
 - d. Up to 4 display boards for public engagement
3. Planning and production of public notification materials
 - a. Up to 1 project postcard
 - b. Up to 3 other as-needed notices, including direct outreach emails to neighborhoods and community groups
 - c. Up to 4 construction text message alerts
4. Open House
 - a. Up to 1 in-person project open houses

Task 3 – Project Planning and Surveying

All survey work and elevations on design plans shall be based on NAVD 88 datum. The Consultant team shall provide the following project planning and surveying services.

Task 3.1 – Project Initial Research and Project Planning

The City will provide the Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.

1. Most current City of Wilsonville Public Works Standards and Detail Drawings;
2. As-built record drawing information, as available;
3. Other pertinent information requested by Consultant, as available;

The Consultant will:

1. Compile and Review City provided Public Works Standards, drawing, and record information.
2. S&F will submit utility and record map requests to the 811 Utility Locate Center 10 business days prior to beginning the fieldwork.

3. Review all record drawing utility provided maps and GIS maps relating to utility locations.
4. Conduct survey record research to aid in the resolution of right of ways, property lines, and easements of record.
5. Schedule, facilitate, and prepare agendas, meeting materials and minutes for up to (3) Project Planning Team Meetings to review existing information and project approach. Consultant shall provide Preliminary Project Planning Team Meeting agendas, and meeting materials two (2) business days prior to meeting date and Preliminary Project Planning Team Meeting minutes. Meetings will include up four (4) consultant team members.

Assumptions

1. Utility locates will fall within public rights-of-way only, per 811 standards.

Deliverables

The project deliverables will include:

1. A Memo summarizing Project Planning Team Meetings to document preliminary design approach based on City feedback.

Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions

Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant easements. At a minimum, surveying will include the following:

1. Reviewing records of surveys, plats, and deed documents of adjacent ownerships.
 - i. Review existing records of surveys, plats, and deed documents of adjacent ownerships.
 - ii. Resolve right-of-ways, abutting property lines, and easement lines adjacent to the project limits.
2. Prepare legal descriptions and exhibits for all rights-of-way and easements required for the project. Obtain title reports for the respective parcels.

Assumptions

1. Notifications for access to private properties will be coordinated by the City.
2. Notification letters will be provided for survey staff reference.
3. Individual private property lines will be depicted from record data and / or tax map information and does not constitute a full resolution of the sidelines of each lot abutting the right of ways
3. Legal descriptions and exhibits, plus field staking will be on a per lot cost basis.

Deliverables

The project deliverables will include:

1. Title reports, Stamped and signed Legal descriptions, and Exhibits for areas needed to be acquired for right-of-way or easement acquisition
2. Field staking of easement lines as requested

Task 3.3 – Site/Topographic/Design Surveying, Potholing, & Camera Inspection

Consultant will perform necessary site, topographic, and design surveying services for both Project Areas as determined by the Consultant and the City. Consultant will perform necessary potholing in the Project

Area to verify depth, location, size and material type of the existing utilities as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
 - i. Horizontal Datum: Oregon State Plane North – 3601 (NAD83(2011))
 - ii. Vertical Datum: NAVD88
2. Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
3. Surveying and preparing a map showing the following:
 - i. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area.
 - ii. 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.
 - iii. Utility poles, meters and overhead wires (including heights).
 - iv. Located underground utilities and associated appurtenances and valves, and irrigation systems.
 - v. Crown line of streets.
 - vi. Edge of pavement and top face of curb – if a non-standard curb exists, survey top back of curb.
 - vii. Fences, mailboxes, streetlights, trees, and other street side structures.
 - viii. Striping and signage.
 - ix. Sidewalks, curb ramps, and driveways.
 - x. Retaining walls.
 - xi. Trees Surveyor will tag trees with survey point numbers during their survey field work. Surveyor will provide to arborist:
 - a. PDF exhibits showing the location of existing trees clearly labeled by tree tag number, along with private boundaries clearly showing the ROW and private properties labeled by address numbers.
 - b. Excel spreadsheet listing the tree survey data.
 - xii. Other important topographic features.
 - xiii. Photos of site conditions.
4. All natural and man-made features.
5. The extents of the survey work will be as necessary to adequately design the proposed improvements.
6. Potholing using a Vactor excavation truck shall be conducted to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Potholes will be backfilled per appropriate agency requirements. Up to 15 potholes will be conducted. Traffic control will be provided by the potholing consultant.
7. Video recording of the existing storm sewer trunk line to verify the condition of the existing pipes and the number and type of existing sewer connections that will need to be reconnected. Laterals connected to the storm sewer trunk line will also be inspected via internally launched camera. Up to 5 laterals will be inspected.

Deliverables

The project deliverables will include:

1. Survey data will be compiled in digital format and a digital terrain model will be created which will be used for design purposes. Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.

2. An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.
3. The project deliverable will be a complete summary report of the existing conditions. This document will include:
 - i. An existing conditions survey map
 - ii. Raw field survey data and field notes
 - iii. Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City without additional software or reference data
 - iv. Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office
 - v. Utility locate ticket numbers and maps provided by utility carriers
 - vi. Site photos
 - vii. Pothole Log with locations, elevations, and field notes of all potholing activities for existing utilities.
 - viii. Video file of camera inspection of the existing sewer line.
 - ix. Video inspection reports showing condition of pipe and lateral connections including size and location via PDF.

Assumptions

1. The City will obtain right-of-access for survey work on private property.

Task 3.4 – Pre-Construction Record of Survey

The purpose of a Pre-Construction Survey is to locate all existing monuments of record within the project limits to ensure that if they are destroyed during construction, they can be re-set. Consultant shall 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, survey control network, and proposed centerline.

At a minimum, surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all survey monuments located.

Deliverables

The project deliverables will include:

1. A Pre-Construction Record of Survey to meet the requirement of ORS 209.3155 as described in Task 3.4.

Task 3.5 – WES Downstream Analysis Survey (CONTINGENCY)

Survey two structures that cross the unnamed stream between the Miley Road storm main outfall (surveyed already) to the Willamette River (length approximately 2600 feet) as follows:

- I-5 freeway culvert(s) approximately 1400 feet downstream of the Miley Road storm main outfall. Includes one cross-section of the creek channel at the inlet and outlet. The inlet under I-5 is approximate from LiDAR and will be field-verified and as-builts will be obtained by WSP as part of this scope.

- Culvert(s) under driveway east of the intersection of Boones Ferry Road and Butteville Road approximately 1000 feet downstream of the outlet from I-5. Includes one cross-section of the creek channel at the inlet and outlet plus a cross-section along the driveway crest.

For each structure, survey inlet and outlet of culvert(s) at both I-5 and driveway crossings including top and IE of pipe(s), along top of wingwall if present, and ground at bottom of wingwall(s), channel thalweg (lowest point), edge of water, and representative grade breaks along cross-section. At each cross-section survey water level. Survey a cross-section along the crest of the driveway. No crest survey is needed for I-5. Cross-Section locations will be flagged by WSP before the survey; the figure shows approximate locations from LiDAR. Record culvert dimensions in field notes. If culverts are box culverts survey the inside walls; if pipes survey the centerline.

Deliverables

The project deliverables will include:

1. Additional survey data in this contingency task will be added to the survey base files as described in task 3.3

Task 4 – Tree Evaluation

In accordance with the City of Wilsonville requirements, Consultant's Project Arborist will assess surveyed trees in terms of species, diameter, crown radius, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant will coordinate with the Project Arborist throughout all phases of design to develop tree removal and protection recommendations. Consultant will schedule up to two (2) on-site meetings with the Project Arborist to review the tree assessment and discuss alternatives to inform the Design.

Deliverables

The project deliverables will include:

1. Tree inventory data and tree survey mark-up identifying significant trees.
2. Tree protection specifications.
3. Final tree inventory data including treatments to remove and retain trees.

Task 5 – Geotechnical and Pavement Investigation

Consultant or their sub-consultant shall perform a geotechnical investigation of the project site to assist the consultant in determining any groundwater levels and any retaining structures required as part of the project. Geotechnical investigation shall be developed in coordination with City's Project Manager.

Task 5.1 – Site Exploration

Site Reconnaissance

Consultant shall conduct a reconnaissance of the site. 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 borings in the field during the 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.

Permitting

Consultant shall prepare and obtain all applicable ROW permit applications for the geotechnical explorations within the ROW.

Consultant assumes that all borings will be performed in grassy areas to the north of Miley Road therefore, no traffic control will be required for drilling. Consultant assumes that the locations for drilling will not require rights-of entry.

Subsurface Explorations

The Consultant shall complete one (1) boring to a depth of up to 40 feet for the stormwater outfall and three (3) borings to a depth of up to 15 feet for two and 20 feet for one for the stormwater pipe. The boring locations will be in the grassy areas to the north of Miley Road. 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.

Consultant shall install a vibrating wire piezometer with a datalogger into one of the three borings for the stormwater pipeline to understand the depth to groundwater. Consultant shall perform up to three (3) additional site visits to download the vibrating wire piezometer data.

Consultant shall perform up to two hand auger borings near the base of the proposed outfall in locations that are inaccessible for a drill rig. Hand auger borings will be dug to a depth of 8 feet or refusal.

Specific information regarding the explorations is shown below in Table 1, Boring Summary.

Table 1: Boring Summary

Boring	Purpose	Anticipated Depth (feet)	Day/Night	Drilling Technique
B-1	Outfall	Up to 50	Day	Mud Rotary
B-2	Stormwater Pipe Alignment	Up to 15	Day	Hollow Stem
B-3	Stormwater Pipe Alignment	Up to 15	Day	Hollow Stem
B-4	Stormwater Pipe Alignment	Up to 20	Day	Hollow Stem
HA-1	Base of outfall	Up to 8	Day	Hand Tools
HA-2	Base of outfall	Up to 8	Day	Hand Tools

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 abandoned 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 8 natural moisture content determinations (ASTM D2216);
- Up to 2 particle size analyses (ASTM D422); and
- Up to 1 plasticity index determinations (ASTM D4318).

Task 5.2 – Geotechnical Engineering and Reporting

Consultant shall provide design recommendations and construction considerations for the proposed project elements: one stormwater outfall and creek stabilization at the outfall. 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 stormwater channel near the outfall at one critical location to assess the need for improvement and mitigation alternatives in relation to the channel and outfall improvements.

If a retaining wall is required at the outfall location, consultant shall perform slope stability analysis for retaining wall for static and seismic cases. Consultant shall evaluate lateral earth pressures, bearing capacity, sliding resistance, and settlement.

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

- Evaluating foundation types for the proposed outfall structures

- Providing recommendations for the foundation design, estimate the foundation settlement and bearing capacities
- Providing lateral earth pressure and lateral load resistance recommendations
- 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 storm channel and outfall area.

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.

Deliverables

The project deliverables will include Draft and Final Geotechnical Report

Task 5.3 – 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 four (4) geotechnical borings, each up to 20 feet deep. This includes a second mobilization, private utility locator, and associated traffic control. Assumptions are the same as listed in the above subtask for geotechnical site exploration except these borings will be drilling in Miley Road, a Clackamas County ROW permit will be obtained, and traffic control will be required.

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 5.4 – Pavement Design (CONTINGENCY)

Pavement Site Exploration

Consultant shall obtain ROW permit from Clackamas County to perform pavement cores and pavement borings in County ROW. Proposed pavement 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 shall hire a private utility locator to clear pavement boring locations.

Consultant shall perform visual pavement assessment in general accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to evaluate the existing pavement condition in support of the pavement design effort, as well as locate areas of severely distressed existing pavement to determine the cause of the distresses and to determine potential mitigation strategies. Pavement distress type, severity, and extent will be mapped in order to evaluate the overall pavement condition for the design section. The mapped locations will be referenced to stationing developed by the Consultant.

The pavement exploration program will include FWD testing, pavement coring, shallow borings, and Dynamic Cone Penetrometer (DCP) testing. FWD tests will be performed at 200-foot spacing in the outside wheel path of each travel lane to measure existing pavement and subgrade stiffness. The 200-foot test interval spacing will be offset by 100 feet between adjacent lines therefore a test will be performed for each 100 feet of roadway. Traffic control for the FWD testing will use a rolling single lane closure.

Consultant shall perform pavement exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform six (6) pavement cores with shallow borings up to 10 feet deep for pavement design. The pavement cores and borings shall be located in a manner to support FWD test back calculation and support the identification of "design areas" that exhibit similar conditions and/or require similar rehabilitation effort.

DCP testing will be performed in each pavement boring to supplement the FWD subgrade stiffness measurements.

Pavement Design

Consultant shall develop design parameters and up to two (2) pavement sections including inlay and full-depth reconstruction for an acceptable asphalt concrete pavement rehabilitation design to be used in this application for the existing roadway travel lanes. These designs will be based on the pavement visual survey, FWD testing, pavement cores and borings, and the DCP tests located on the existing roadway.

Pavement section design will be performed in general accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable county requirements. Life cycle cost analysis is not included. Pavement design shall include and/or consider the following items:

- Evaluate subsurface conditions including groundwater level.
- Develop pavement design parameters. FWD and DCP results shall be used to correlate to existing subgrade resilient modulus.
- Provide FWD result summaries in graphical format.
- Identify "design areas" that include areas of similar pavement condition and/or pavement rehabilitation requirements.
- Develop flexible pavement section recommendations for full-depth reconstruction with design life of 30 years.
- Develop flexible pavement recommendations for rehabilitation (inlay) with a design life of 15 years.

- Recommendations for subgrade preparation for pavement reconstruction (both winter and summer construction).

Assumptions:

- Life cycle cost analysis is not included.
- Portland Cement Concrete (PCC) pavement is not included.
- Consultant will use provided traffic counts and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

Pavement Design Report

Consultant shall prepare a draft Pavement Design Report. The report shall summarize the testing, results, recommendations, and conclusions. Consultant shall include the following in the draft Pavement Design Report:

- Description of the field exploration program;
- Laboratory testing results;
- Visual pavement assessment results and discussion;
- Summary of pertinent documents reviewed;
- Narrative of engineering evaluations, including assumptions and design parameters;
- Narrative of evaluation results and conclusions;
- Summary of pavement design recommendations;
- Construction considerations;
- Figures, including vicinity map, site and exploration plan showing bore/core, FWD, and DCP test locations, and plots of normalized FWD deflections;
- Appendices including:
 - Boring logs;
 - Laboratory test results;
 - Pavement core logs and photographs; and
 - FWD and DCP test results.

Consultant shall incorporate City review comments into the Final Pavement Design Report. Consultant shall submit the Final Pavement Design Report.

Task 6 – Wetland Delineation and Stream Function Assessment

The Consultant shall review existing wetland reports and conduct a site visit of the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine onsite wetland determination methodology described in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Wetlands Research Program Technical Report Y-87-1, supplemented by the Western Mountain, Valleys, and Coast Regional Supplement, the Code of Federal Register (CRF) Title 33, Part 329.11, and Oregon Administrative Rules (OAR) Chapter 141, Division 85, Section 0515. In Accordance with the USACE Wetland Delineation Manual, Consultant shall:

1. Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
2. Determine dominant vegetation for each cover class at these sampling locations.
3. Provide flags on site demonstrating wetland and water feature boundaries to assist surveyors in mapping wetlands.

Consultant shall prepare a draft and final wetland delineation report in accordance with Oregon Department of State Lands (DSL) standards. Consultant shall submit the draft wetland delineation report to the City for review. Consultant shall submit the final, City-reviewed report to the DSL electronically for concurrence. Consultant shall address questions from DSL during concurrence review regarding the wetland delineation report to facilitate DSL concurrence of the wetland delineation. Fish capture and/or diversions may also be required if determined during fieldwork and permitting phases.

The consultant will conduct an assessment of the stream using the Stream Function Assessment Method (SFAM). Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Consultant will visit the study area and collect the data that is required for SFAM. This data intensive methodology requires numerous measurements within the creek and its riparian area. The 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 collate the results in a table and describe the methodology and results in the Joint Permit Application. The electronic copy of the SFAM Excel spreadsheet will be given to DSL.

Deliverables

The project deliverables will include:

1. Wetland/water boundary flagging map
2. Stream Function Assessment
3. Draft & Final Wetland Delineation Report
4. Draft & Final Stream Assessment narrative
5. Concurrence Letter from DSL

Task 7.1 – Permitting (Phase 1)

Consultant shall obtain all necessary permits to complete the tasks identified in this scope of Work. Permit applications shall be submitted in a timely manner, and Consultant will be responsible for monitoring the issuance of permits for the proposed project. Consultant will be responsible for coordination with outside agencies and sub-consultants, which may include:

1. Joint permit for Army Corp of Engineers, Oregon DSL, Oregon DEQ.
2. Any environmental permitting, including NPDES #1200-C and 1200CA permits.
3. Local permitting requirements including City and Clackamas County.; Specifically, approval through Section 706 – Habitat Conservation Area District, Section 709 – Water Quality Resource Area District
4. Consultation with state and federal agencies, if required.
5. Archeological research/survey permitting, if required.

Deliverables

The project deliverables will include:

1. Identification of all permits and permit costs related to the project
2. Joint Permit application
3. Natural Resource Assessment (Section 706)
4. WQRA report (Section 709)
5. Application and monitoring of permits with monthly or weekly check-ins as needed
6. Final Permits issued to the City

Task 7.1.5 Cultural Resource Survey (Phase 1 and 2)

Consultant shall perform a cultural resource survey to meet project compliance with Section 106 of the National Historic Preservation Act for review by the U.S. Army Corps of Engineers and the State Historic Preservation Office (SHPO). All cultural resources work will be directed by professional archaeologists who meet the Secretary of the Interior's (SOI) professional standards for archaeology and architectural history and history (36 CFR 61, Appendix A). The survey will be conducted to meet federal review standards and Oregon SHPO guidelines. Consultant will be responsible for:

1. Archaeological survey
2. Historic Resource survey
3. Cultural resource reporting and documentation

Assumptions

1. The U.S. Army Corps of Engineers will take jurisdiction of the Phase 1 and Phase 2 project Area of Potential Effect (APE)
2. Up to 22 shovel tests will be excavated under SHPO permit
3. Up to 1 archaeological resource will be documented
4. Up to 10 artifacts will be collected for curation at the University of Oregon Museum of Natural and Cultural History (**Line Item**)
5. Up to 2 historic resources will be identified and documented in the APE
 - a. No historic resources will be eligible for listing in the National Register of Historic Places (NRHP)

Deliverables

The project deliverables will include:

1. Draft cultural resource survey report, including attachments (Section 106 Documentation forms and site forms, if required)
2. Final cultural resource survey report, including attachments (Section 106 Documentation forms and site forms, if required, SHPO report cover page, and spatial data)

1. Archaeological Survey

The purpose of this task is to establish presence or absence of archaeological sites in, or eligible for, the NRHP that may be in the APE for the Project. Consultant shall perform investigations that include pedestrian survey and shovel testing. Shovel testing in City and Clackamas County public land and right-of-way will require a SHPO permit, which AINW will obtain on behalf of you and the project. If an archaeological resource is identified during shovel testing in private land, the SHPO permit will be amended to include appropriate private parcels so that shovel tests can be excavated to delineate the resource.

Archaeological work done under a SHPO permit must be completed as legally required by the permit, which includes completing and submitting a report to SHPO and collecting and curating artifacts. Completing these requirements and obligations, taken on behalf of you, cannot be terminated even if the project is terminated.

Consultant shall excavate up to 22 shovel tests in the APE where ground visibility is low and in areas of high probability for archaeological resources, unless documented proof of previous fill or other artificial surface is available (e.g. as-builts or geo-morphological work for cut or fill locations).

Consultant shall prepare a SHPO site form for up to one (1) archaeological resource. The resource form will be appended to the cultural resource survey report and will be submitted to SHPO.

If artifacts are encountered during shovel testing under SHPO permit, they must be collected and curated at the University of Oregon Museum of Natural and Cultural History. AINW assumes that up to 10 artifacts may be identified during archaeological survey.

Depending on the type and extent of an identified archaeological resource, additional archaeological work beyond the scope of this document may be needed to delineate the resource and evaluate its eligibility for listing in the National Register of Historic Places (NRHP). If additional services are needed, Consultant shall coordinate with the appropriate agencies to determine the appropriate level of effort required.

2. Historic Resource Survey

Consultant shall conduct a historic resource survey of the APE to identify and document historic resources that may be impacted by the project. Consultant architectural historians will document up to two (2) historic resources (i.e., buildings, structures, sites, objects, and districts 45 years in age or older) that are within the APE delineated for the project. Each documented resource will be evaluated for eligibility to be listed in the NRHP using a Section 106 Documentation Form. The forms include a physical description, historical context, determination of eligibility, and finding of effect.

3. Cultural Resource Survey Report

Consultant shall prepare a Cultural Resource Survey Report that includes the results of the archaeological and historic resource surveys. The Report will include a detailed project description, background review, including the discussion of ethno-historic and historic context of APE and vicinity, results of SHPO database searches, map and aerial photograph review, and the results of the archaeological and historic resource surveys. The Report will be prepared to federal review standards and reporting guidelines of the Oregon SHPO.

Consultant shall provide a copy of the draft Report with SHPO site form and Section 106 forms to City for review. Consultant shall provide a final Report with SHPO site form, Section 106 forms, SHPO report coversheet, and Go Digital spatial data to the City to provide to USACE.

Task 7.2 – Permitting (Phase 2)

Consultant shall obtain all necessary permits to complete the tasks identified in this scope of Work. Permit applications shall be submitted in a timely manner, and Consultant will be responsible for monitoring the issuance of permits for the proposed project. Consultant will be responsible for coordination with outside agencies and sub-consultants, which may include:

1. Joint permit for Army Corp of Engineers, Oregon DSL, Oregon DEQ.
2. Any environmental permitting, including NPDES #1200-C and 1200CA permits.
3. Local permitting requirements including City and Clackamas County.
4. Consultation with state and federal agencies, if required.
5. Archeological research/survey permitting, if required.

The timing of permitting documents for Phase 2 construction depends on construction timing of the work, to be determined at a later date based on the availability of construction funds.

Deliverables

The project deliverables will include:

1. Identification of all permits and permit costs related to the project.
2. Application and monitoring of permits with monthly or weekly check-ins as needed.
3. Final Permits issued to the City.

Task 8 – Preliminary Engineering and Recommendation

Task 8.1 - After engineering studies and survey have been completed, the Consultant shall prepare a preliminary design memo with preliminary design figures. The Consultant shall provide the following items:

1. Preliminary design memo shall include discussion of project direction, conclusions from engineering studies, impacts to trees, permitting and any other important findings.
 - a. An evaluation of the general design solution presented in the SWMP and the viability of any alternative designs that meet the project needs and provide:
 - i. Cost savings to the City, and/or
 - ii. Reduce the disturbance to adjacent properties
 - b. An evaluation of viable trenchless methods of pipe construction and abandonment for limiting at-grade disturbances, constructability, and budget considerations.
 - c. An evaluation of outfall alternatives that provide bioengineered solutions to dissipate energy and alleviate scour/erosion concerns.
2. Preliminary design figures shall validate proposed horizontal and vertical alignment of storm sewer and highlight any potential existing utility crossings that could be in conflict and require coordination and relocation with the appropriate provider.
3. Receive City approval for major design assumptions.
4. Identify locations and quantity of likely ROW and easement acquisitions for the Project.
5. Identify permitting needs including timelines, costs, and any other requirements.
6. Prepare planning level cost estimates for construction of improvements.
7. Prepare preliminary cost estimates, legal descriptions, and exhibits for easements and/or land acquisition as required.

Deliverables

The project deliverables will include:

1. Preliminary design memo with engineering studies attached.
2. Preliminary design figures.
3. Planning level cost estimates for construction of improvements for both phases of construction.

Task 8.2 – WES Downstream Analysis (CONTINGENCY)

Consultant will analyze the hydraulics of the unnamed stream from the outfall from the Miley Road storm main to where it enters the Willamette River (length approximately 4000 feet). The downstream analysis is to fulfill the requirement of Water Environment Services Stormwater Standards Section 7.2.4. The outfall is located east of the I-5 freeway and north of Miley Road.

The analysis will model the expected rise in water level, if any, that would result from upsizing the Miley Road storm main pipe downstream of where it connects to the twin culverts east of Airport Road (the pipe design is in the existing scope).

The hydraulics will be evaluated using the latest release version of the US Army Corps of Engineers HEC-RAS software using a 2-dimensional (2D) mesh (more stable than the 1D model). The 2D model considers in-stream storage and culvert hydraulics. The general mesh size will be a default grid of 200-ft with smaller cells oriented along the waterway and edges aligned with significant high ground that would obstruct or redirect flow.

The 25-year design flow will be modeled for the local watershed together with a downstream constant boundary of the 10-year water level on the Willamette River (to be obtained from the Flood Insurance Profile for the City of Wilsonville).

WSP will model lateral inflow hydrographs to the creek from three areas downstream of the Miley Road storm main outfall: the tributary the crosses under Miley Road, inflow to the wetland between the outfall and I-5, and downstream of I-5. Hydrographs will be modeled using the Santa Barbara Urban Hydrograph (SBUH) method.

WSP will document the analysis in a draft technical memorandum submitted to the City for review. WSP will finalize the memorandum addressing City comments.

Deliverables:

- Draft technical memorandum documenting the downstream analysis
- Comment response matrix documenting how each City comment was addressed
- Final downstream analysis technical memorandum for submittal to Water Environment Services of Clackamas County
- Digital model files for flow hydrographs and hydraulic model

Task 9 – 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 regular utility coordination meetings during design of the project.

Task 10 – Final Design and Bid Documents: 30%, 90%, and 100% Plans

Once Preliminary Engineering and design has been approved by the City, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

Task 10.1 – 30% Design Documents

Once the preliminary engineering and studies have been agreed upon by the Consultant team and the City, the Consultant shall prepare a preliminary set of 30% design plans and cost estimate. Plan sheets of the 30% plan set shall include, but not be limited to:

Phase 1:

1. Cover Sheet
2. Draft Legend & Construction Notes
3. Existing Conditions Plan
4. Draft Tree Removal and Protection Plan with Notes
5. Draft Demolition Plan
6. Draft Site Plan
7. Draft Utility Plan
8. Draft Grading Plan
9. Draft Storm Sewer Plan & Profile
10. Draft Storm Sewer Outfall Plan
11. Draft Bank Stabilization Plan
12. Project Specific Storm Sewer Details
13. Standard Details
14. Erosion Control Notes & Details
15. Erosion Control Plan

Phase 2:

1. Cover Sheet
2. Draft Legend & Construction Notes
3. Existing Conditions Plan
4. Draft Tree Removal and Protection Plan with Notes
5. Draft Demolition Plan
6. Draft Site Plan
7. Draft Utility Plan
8. Draft Grading Plan
9. Draft Storm Sewer Plan & Profile
10. Storm Sewer Connection Details (Plan & Profile)
11. Project Specific Storm Sewer Details
12. Standard Details
13. Erosion Control Notes & Details
14. Erosion Control Plan

The City will add 30% plan review comments to a comment log and to a copy of the plans. Consultant shall update comment log by providing a response to each comment and submit with the 90% construction documents.

Deliverables

The project deliverables will include:

1. Comment log for City to provide review comments.
2. 30% plan set in half-size (11"x17") and 22"x34" electronic (PDF) format for each design phase.
3. 30% Engineer's construction cost estimate, separated out by each design phase.

Task 10.2 – 30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall. Up to four (4) consultant team members will attend.

Deliverables

The project deliverables will include:

1. Project team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.3 – 90% Design Documents

Consultant shall prepare a set of 90% design plans and cost estimate, incorporating comments from the 30% plans. Plan sheets of the 90% plan set shall include, but is not limited to:

Phase 1:

1. Cover Sheet
2. Legend & Construction Notes
3. Existing Conditions Plan
4. Tree Removal and Protection Plan with Notes
5. Construction Traffic Control & Access Plan
6. Erosion Control Plan
7. Demolition Plan
8. Site Restoration Plan (Landscaping)
9. Utility Plan
10. Grading Plan
11. Storm Sewer Plan & Profile
12. Storm Sewer Outfall Plan
 - a. Structural Details, if required.
13. Bank Stabilization Plan
14. Applicable City of Wilsonville, Clackamas County, and ODOT Detail Drawings
15. Project Specific Storm Sewer Details
16. Standard Details
17. Signing and Striping Plans
- 18.

Phase 2:

1. Cover Sheet
2. Legend & Construction Notes
3. Survey Control Plan
4. Existing Conditions Plan
5. Tree Removal and Protection Plan with Notes
6. Construction Traffic Control & Access Plan
7. Erosion Control Plan
8. Demolition Plan
9. Site Restoration Plan (Landscaping)
10. Utility Plan
11. Grading Plan
12. Storm Sewer Plan & Profile
13. Applicable City of Wilsonville, Clackamas County, and ODOT Detail Drawings
14. Franchise Utility Plan
15. Standard Details

16. Signing and Striping Plans

17.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for each design package based on the City's current Public Works Standards and City Modifications to the ODOT Special Provisions. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions.

The City will add 90% plan review comments to a comment log and to a copy of the plans. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant responses to each comment review comments.
2. 90% plan set in half-size (11"x17") and 22"x34" electronic (PDF) format for each design phase.
3. 90% Project Special Provisions for each design phase.
4. 90% Engineer's construction cost estimate, separated out by each design phase.

Task 10.4 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for a two (2) hour 90% design review meeting after receipt and review of City 90% review comments. Meetings may be held virtually or at Wilsonville City Hall. Up to four (4) consultant team members will attend.

Deliverables

The project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.5 – 100% Design Documents (Phase 1)

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Phase 1 Construction Documents, Phase 1 Project Special Provisions, and Phase 1 Engineer's Construction Cost Estimate to the City for bidding.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant response to each comment.
2. Final engineering plan set in full-size (22"x34") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 10.6 – 100% Design Documents (Phase 2)

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Phase 2 Construction Documents, Phase 2 Project Special Provisions, and Phase 2 Engineer's Construction Cost Estimate to the City for bidding. The scheduling of this task will be determined at a later date, as timing for construction of Phase 2 is further developed.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant response to each comment.
2. Final engineering plan set in both full-size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 11 – Bidding Assistance

The Consultant shall coordinate with City in the preparation of construction bid documents for each phase of construction. 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 necessary to clarify the construction bid documents upon request of the City.

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.

Deliverables

The project deliverables will include:

1. Written responses addressing technical questions during bidding process, as needed.
2. Construction bid document addenda review comments, as needed.
3. Conformed construction documents, including:
 - a. Plan set in full-size (22"x34") electronic (PDF) format
 - b. Special provisions in electronic (PDF) format

Task 12 – Construction Engineering (RESERVED)

The scope of work for Construction Engineering Services for Phase 1 and Phase 2 will be refined and finalized during negotiations at a later date.

Task 13 – Extra Work Item (CONTINGENCY)

Perform additional services to mutually agreed upon level of effort, which are not covered under the above tasks as directed in writing by the City's Project Manager. Contingency tasks for this project could include, but are not limited to:

- Revisions to permit application materials due to design changes
- Additional Public Involvement Support

- Additional permits/ support required for construction; such as Development review applications for additional private properties or a temporary staging area, Preparation of additional application materials reimbursable permit fees, Endangered Species Act compliance.
- Additional survey
- Additional Geotechnical Drilling
- Pre-bid meeting support
- Post 100% submittal comment resolution
- Provide additional changes requested by City reviewers beyond the review/resubmittals assumed in SOW
- Additional Utility Support

EXHIBIT B- RATES

Item 12.

Wilsonville Miley Road Stormwater Improvements

		WSP USA Inc.		AINW		Morgan Holen & Associates		PHS		Pacific Int-R-Tek		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	1078	\$271,760	0	\$0	0	\$0	3	\$645	0	\$0	0	\$0	0	\$0	0	\$0	1081	\$272,405
1.0	Project Management	1078	\$271,760	0	\$0	0	\$0	3	\$645	0	\$0	0	\$0	0	\$0	0	\$0	1081	\$272,405
1.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
2	Public Engagement	366	\$53,066	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	366	\$53,066
2.1	Public Engagement	366	\$53,066	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	366	\$53,066
2.DE	Direct Expenses		\$2,600		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,600
3	Planning & Survey	96	\$21,308	0	\$0	0	\$0	9	\$1,842	0	\$36,545	529	\$70,144	0	\$0	0	\$25,085	633	\$165,024
3.1	Initial Research and Planning	96	\$19,308	0	\$0	0	\$0	9	\$1,835	0	\$0	44	\$7,054	0	\$0	0	\$0	149	\$28,307
3.2	ROW/Easement/Legal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$16,272	0	\$0	0	\$0	120	\$16,272
3.3	Site/Topo/Design Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	336	\$41,232	0	\$0	0	\$0	336	\$41,232
3.4	Pre-Con Record of Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	28	\$5,576	0	\$0	0	\$0	28	\$5,576
3.5	WES Downstream Analysis Survey (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$5,000	0	\$0	0	\$0	0	\$6,000
3.DE	Direct Expenses		\$12,000		\$0		\$0		\$7		\$36,545		\$0		\$0		\$25,085		\$73,637
4	Tree Evaluation	0	\$0	0	\$0	78	\$15,235	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$15,235
4.1	Tree Evaluation	0	\$0	0	\$0	78	\$15,210	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$15,210
4.DE	Direct Expenses		\$0		\$0		\$25		\$0		\$0		\$0		\$0		\$0		\$25
5	Geotechnical Investigation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	183	\$51,562	0	\$0	183	\$51,562
5.1	Site Exploration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	63	\$10,485	0	\$0	63	\$10,485
5.2	Geotechnical Engineering & Reporting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$23,430	0	\$0	120	\$23,430
5.3	Additional Geotechnical Explorations (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	61	\$10,965	0	\$0	61	\$10,965
5.4	Pavement Design (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	159	\$27,380	0	\$0	159	\$27,380
5.1.DE	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$17,647	0	\$0	0	\$17,647
5.2.DE	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5.3.DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$15,986	0	\$0	0	\$15,986
5.4.DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$17,133	0	\$0	0	\$17,133
5.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
6	Wetland Delineation	0	\$0	0	\$0	0	\$0	108	\$15,176	0	\$0	0	\$0	0	\$0	0	\$0	108	\$15,176
6.1	Wetland Delineation	0	\$0	0	\$0	0	\$0	108	\$15,148	0	\$0	0	\$0	0	\$0	0	\$0	108	\$15,148
6.DE	Direct Expenses		\$0		\$0		\$0		\$28		\$0		\$0		\$0		\$0		\$28
7	Permitting	216	\$46,872	311	\$49,463	0	\$0	280	\$41,070	0	\$0	0	\$0	0	\$0	0	\$0	807	\$137,412
7.1	Phase 1	144	\$31,246	311	\$48,316	0	\$0	280	\$41,070	0	\$0	0	\$0	0	\$0	0	\$0	735	\$120,634
7.2	Phase 2	72	\$15,624	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$15,624
7.DE	Direct Expenses		\$0		\$1,147		\$0		\$7		\$0		\$0		\$0		\$0		\$1,154
8	Prelim Engineering	1007	\$171,235	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1007	\$171,235
8.1	Preliminary Engineering	1007	\$171,235	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1007	\$171,235
8.2	WES Downstream Analysis (Contingency)	136	\$28,616	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	136	\$28,616
8.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9	Utility Coordination	124	\$24,652	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$24,652
9.1	Utility Coordination	124	\$24,652	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$24,652
9.2	Subtask name	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
10	Final Design	3886	\$612,410	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3886	\$612,410
10.1	30% Design	1782	\$276,828	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1782	\$276,828
10.2	30% Design Review Meeting	24	\$6,174	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$6,174
10.3	90% Design Documents	1358	\$215,194	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1358	\$215,194
10.4	90% Design Review Meeting	30	\$7,524	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	30	\$7,524
10.5	100% Design Docs P1	313	\$50,382	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	313	\$50,382
10.6	100% Design Docs P2	379	\$56,308	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	379	\$56,308
10.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
11	Bidding Assistance	121	\$23,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$23,100
11.1	Bid Assistance	121	\$23,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$23,100
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
12.1	Meetings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.2	Construction Surveying	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.3	Construction Administration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.4	Construction Inspection	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.5	Post-Construction Monumentation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.6	As-built Survey and Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
13	Extra Work Item (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
13.1	Extra Work Item (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
13.DE	Direct Expenses		\$50,000		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$50,000
Task Totals		6894	\$1,234,403	311	\$49,463	78	\$15,235	400	\$58,040	0	\$36,545	529	\$70,144	183	\$51,562	0	\$25,085	8394	\$1,841,277
Contingency Task Totals		136	\$78,616	0	\$0	0	\$0	0	\$0	0	\$0	0	\$6,000	229	\$71,464	0	\$0	366	\$156,089



CITY COUNCIL MINUTES

December 01, 2025, at 7:30 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 7:30 p.m. on Monday, December 1, 2025. The Mayor called the meeting to order at 7:30 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT

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

STAFF PRESENT:

Amanda Guile-Hinman, City Attorney
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Everett Wild, Government Affairs Manager
 Jed Wilson, Chief of Police (incoming)
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Robert Wurpes, Chief of Police (outgoing)
 Zoe Mombert, Assistant to the City Manager

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

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

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

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

The Mayor opened with a reflection on the strength of the Wilsonville community following Thanksgiving, quoting Coretta Scott King about community being measured by the compassionate actions of its members.

The Mayor then addressed community concerns about recent federal immigration enforcement actions in Wilsonville. He acknowledged residents' requests for an emergency resolution like those passed in other cities but explained that after consulting with the City Attorney and analyzing similar measures, he concluded that the circumstances in other jurisdictions do not directly apply to Wilsonville. The Mayor noted that Wilsonville does not have a municipal police force but contracts with the Clackamas County Sheriff's Office, and that Wilsonville Community Sharing had not reported significant new needs directly tied to Immigration and Customs Enforcement (ICE) activity.

The Mayor emphasized that declaring an emergency would not create new tools or protections and might unintentionally mislead vulnerable community members. The Mayor provided contact information for immigration resources, including Immigration Counseling Services (503-221-1689) and Portland Immigrant Rights Coalition (1-888-622-1510).

The Mayor announced a regional community training on December 9, 2025, partnering with Central Cultural, Portland Immigrant Rights Coalition (PIRC), and the American Civil Liberties Union (ACLU) to provide practical tools for community members who want to support neighbors affected by Immigration and Customs Enforcement (ICE) activities. The training was for allies only, not intended for immigrants or families who may be at risk.

The Mayor highlighted several upcoming events:

Sewer and Stormwater Utility Fee Open Houses

- Wilsonville residents and business operators were invited to attend one of two public open houses at City Hall on December 2, 2025, about the City's sewer and stormwater utility rates. The events were identical and being offered twice to accommodate more community members. The first open house was scheduled for December 2, 2025, from 4:00 p.m. to 6:00 p.m. and the second was from 7:00 p.m. to 9:00 p.m.
- Each session would begin with a presentation by City staff detailing the results of the recent Sewer and Stormwater Rate Review, which recommended adjusting the fee structure for residents, businesses, and developers to fund about \$240 million in new capital projects over the next 20 years. Attendees would have the opportunity to ask questions of the project team after the presentation.

- Despite steep inflationary cost increases and aging infrastructure, these fees had remained static for years. The sewer fee was last adjusted in 2014; stormwater fees have been unchanged since 2021. If adopted, the new rate schedule would increase year-over-year fees from 2026-2029 to catch up from the static years and build a regular inflationary adjustment into subsequent years.
- The proposed rate adjustment had been informed by work sessions with the City Council on April 21, 2025, and November 3, 2025. On December 15, 2025, City Council would hold a public hearing and consider adoption of the new fee structure.

Tree Lighting Ceremony

- On December 4, 2025, the City of Wilsonville annual tree lighting ceremony would take place at Town Center Park. The free, family-friendly festivities included choir performances, hot cocoa, pictures with Santa, a “Letters to Winter Wonderland” station, and more. Nichols Family Agency was thanked for their generous sponsorship.

Brown Road Improvements Open House

- The City invited community stakeholders to share their thoughts and learn what is next for the Brown Road Improvements Project at an open house on December 3, 2025, at Inza R. Wood Middle School.
- The Brown Road Project would upgrade Brown Road between SW Wilsonville Road and SW Evergreen Drive to more closely meet current City standards more closely. Planned improvements included adding a shared-use path and making access to adjacent neighborhoods safer.

City Council Meeting

- The next City Council meeting was scheduled for Monday, December 15, 2025.

The Mayor submitted a written report that has been added to the record of various meetings attended and upcoming events.

COMMUNICATIONS

5. Police Department Update

Robert Wurpes, Chief of Police, announced he would be retiring at the end of 2025. Remarks about Chief Wurpes were made by the Mayor; Angela Brandenburg, Sheriff; Jeanna Troha, Assistant City Manager; Imran Haider, former Diversity, Equity and Inclusion (DEI) Committee member; and Bryan Cosgrove, City Manager. The Chief Wurpes was appreciated for his 26 years of service with Clackamas County and 8 years of service with the City of Wilsonville. A PowerPoint was displayed showing the work that Chief Wurpes had been involved with during his tenure.

Captain Jed Wilson was introduced as the incoming Chief of Police. He outlined his 21-year law enforcement career, including previous experience as a deputy in Wilsonville and various roles including school resource officer, SWAT team member, negotiator, marine patrol officer, and most recently working in investigations.

6. Community Enhancement Project Update - Heart of the City (HOC) Project Report

The Mayor shared that due to the presenter's availability this item had been postponed to a future date to be determined.

7. Town Center / Urban Renewal Communication Council Goal Update

Bryan Cosgrove, City Manager introduced consultants John Horvick of DHM Research and Page Strickler and Gary Conkling of CFM Advocates. The team then presented an update on the Town Center Public Engagement project. The PowerPoint displayed has been added to the record.

The team explained that qualitative research was designed to elicit the range of opinions and experiences that people in the community hold. The goal of qualitative research was to help understand why people feel the way they do. The team noted the numbers and percentages in the report are descriptive of the focus groups but may or may not generalize to the public at large, nor are they intended to.

It was shared that for the focus groups participants were contacted and from a list of registered voters in Wilsonville. They were screened for their eligibility and asked about their demographic backgrounds. Quotas were set across the groups to best match participants' demographics with the community at large. Additionally, in the screening process, recruits were asked about their opinions on the Town Center, as well as state (gas tax) and federal (healthcare credits) issues. The purpose of the additional questions was to make it less obvious the purpose of the focus groups, though some participants understandably anticipated that the discussions would be about the Town Center. The groups were made up of participants who supported, opposed, and were uncertain about the Town Center Plan.

The purpose of the research was to:

- Assess community support, concerns, and questions about the Wilsonville Town Center Plan.
- Explore people's perspectives on using urban renewal as a funding mechanism.
- Gauge reactions to information about the Town Center Plan.

The methodology for this research included:

- Three focus groups with Wilsonville voters (N=34), which included supporters, opponents, and those who are uncertain of the Town Center Plan.
- Conducted on October 23 and October 25, 2025.
- Professionally moderated, in-person, two-hour sessions.
- Sessions consisted of both written exercises and group discussion; quotes and commentary in the report are drawn from both written exercises and transcripts.

Key takeaways from the research were Wilsonville residents value the safety, small-town feel, location, and natural beauty of the area. Participants expressed concerns about traffic and are ambivalent about growth. Moreover, there was a desire to add small local businesses for dining and shopping and gathering and connecting in Wilsonville.

Additionally, key takeaways of the Town Center Plan appeal were that participants were most excited about more local businesses and gathering places in Wilsonville. They appreciated the opportunity to spend their money within the community. Participants liked the parks and open spaces shown in the plan. They also liked imagining the ability to walk and enjoy shops and restaurants in one place, close to where they live. For some, the addition of housing is appealing as it could help keep the community affordable and allow young people to stay in Wilsonville.

The following concerns about the Town Center Plan were mentioned:

- Several participants voice their dislike for the amount of housing the Town Center Plan allows. It raises concerns about traffic and losing the small-town feel. Some participants believe that crime is greater in higher density developments.
- In reviewing images about potential Town Center development, some participants provided critical feedback about the height and design of the buildings, finding them too tall, too modern, and too much like a big city.
- There is an equal split on whether affordable housing should be a priority. Those who dislike it have a mix of concerns, including that Wilsonville should prioritize single-family homes, and that lower-income residents will not be able to support neighborhood businesses.

Participants had questions about the Town Center Plan. Participants had varying perceptions on how long the Town Center Plan would take to develop. Guesses ranged from a few years to several decades.

Participants wonder why buildings have continued to remain vacant and the City has struggled to redevelop this area.

Many were uncertain of the details of plan, including funding sources, and what it could cost to residents.

Regarding urban renewal participants were largely uninformed about urban renewal and tax increment financing. They want more information so they can thoughtfully engage with the planning process.

There was a prevailing belief that urban renewal increases property values, and therefore property taxes, for all residents inside and outside the urban renewal area.

Many participants were uncomfortable with the city incurring debt, because they do not know how much it is, how it is paid back, and over what timeframe.

To feel informed about a future vote on urban renewal, participants wanted reassurance on the plan's details, timeframe, cost impact and potential tradeoffs, and execution. They also wanted a better understanding of current conditions, and how the reasons for business closures may influence the City's ability to deliver on a town center plan. "We haven't been successful to date, so why will we be successful in the future?"

The team then reported on the findings of the Wilsonville community outreach which was done through Let's Talk Wilsonville! It was noted that these findings were gained through qualitative research and percentages were not statistically valid.

Council was informed that there were 555 respondents to the online community outreach. The outreach results aligned with the focus group findings, with respondents valuing community, safety, and parks, while identifying economic vitality, vacant storefronts, and traffic as pressing issues.

Nearly 60% of respondents were "somewhat familiar" with the Town Center plan, and approximately 70% considered a vibrant Town Center "very important" or "somewhat important." Similar to the focus groups, survey respondents prioritized restaurants, retail, local businesses, walkability, and parks/recreational spaces.

On urban renewal, 43.9% of respondents supported using urban renewal for the Town Center, 30.6% opposed it, and 25% were undecided. Supporters viewed urban renewal as a pragmatic tool for coordinated development, while opponents characterized it as "corporate welfare" and expressed concerns about long-term debt. Undecided respondents wanted clearer information on the mechanics of urban renewal, individual tax impacts, and specific project lists.

Councilors asked about next steps. The City Manager explained that staff and consultants would develop a communications and public outreach strategy based on the findings which would be presented to Council for review and approval.

The Mayor expressed interest in forming a task force and scheduling town halls, including possibly a Zoom town hall, to increase accessibility and community input.

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	Randal Wortman	David Mauk	Mark Koahanowski
Katie Greenfield	Andrew Engel	Kyle Bunch	George Dunn
Jeff Zundell			

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

8. Council President Berry

The Council President appreciated the speakers then reported on the following meetings and events:

- Clackamas County Coordinating Committee (C4) Subcommittee Meeting November 19, 2025
- Tourism Promotion Committee on December 2, 2025
- Tree Lighting Ceremony on December 4, 2025

In closing the Council President encouraged the audience to read the Boones Ferry Messenger.

9. Councilor Cunningham

Councilor Cunningham kept his remarks brief, expressing hope that residents had a good Thanksgiving and time to reflect on what they are thankful for.

10. Councilor Shevlin

Councilor Shevlin reported that today December 1, 2025, was Rosa Parks Day, the 70th anniversary of her infamous arrest on December 1, 1955, for refusing to give up her seat on a bus to which changed the country.

The Councilor then reported on a November 23, 2025, meeting she had with Senator Courtney Neron Misslin.

11. Councilor Scull

Councilor Scull reported on his continued onboarding activities with City staff, including meetings with the technology department, police leadership, library staff, the finance director for education on urban renewal, and the operations team. The Councilor mentioned that he had one more onboarding meeting scheduled with the community development team the following week and reminded the Mayor about discussing meeting assignments.

CONSENT AGENDA

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

12. **Resolution No. 3223**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property Related To Construction Of The Boeckman Creek Flow Mitigation Project (CIP #7068) And Amending Resolution No. 3167.

13. **Resolution No. 3225**

A Resolution Of The City Of Wilsonville Adopting The South Metro Area Regional Transit Public Transportation Agency Safety Plan.

14. **Resolution No. 3227**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With R.A. Gray Construction To Construct The Elligsen Reservoir & Level C Reservoir Fall Protection & Security Improvement Projects (CIP 1152 & 1153).

15. Minutes of November 17, 2025, City Council Meeting.

Motion: Moved to adopt the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

The City Attorney read the title of Ordinance No. 900 into the record on second reading.

16. **Ordinance No. 900** -2nd Reading (*Legislative Non-Land Use*)

An Ordinance Of The City Of Wilsonville Implementing An Administrative Warrants Process By Amending Chapter 1 Of The Wilsonville Code To Add Sections 1.100 Through 1.180.

The Mayor read aloud the second reading script.

Council had no further comments.

The Mayor then requested a motion on Ordinance No. 900.

Motion: Moved to adopt Ordinance No. 900 on second reading.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 9:23 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025	Subject: Employment Agreement, City Manager Pro Tem Staff Member: Andrea Villagrana, Human Resources Manager Department: Human Resources	
Action Required <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommend Council approve the attached Employment Agreement, City Manager Pro Tem.		
Recommended Language for Motion: I move to approve the proposed Employment Agreement as distributed for Mr. Cosgrove to serve as City Manager Pro Tem.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

City Manager Bryan Cosgrove will retire on December 31, 2025. The City's charter states Council shall appoint a City Manager Pro Tem whenever the office becomes vacant.

EXECUTIVE SUMMARY:

Council is currently recruiting a new City Manager. In the interim, to meet the requirements established in the Wilsonville City Charter, Council must appoint a City Manager Pro Tem who shall possess the powers and duties of the manager.

City Manager, Bryan Cosgrove, offered to serve as City Manager Pro Tem for up to three (3) months while Council completes the recruitment process for a new City Manager.

EXPECTED RESULTS:

During this three-month period, Mr. Cosgrove can ensure the City continues operations and can facilitate the continued advancement of the budget process for the next fiscal year.

TIMELINE:

The term of this contract shall commence on January 1, 2026, and conclude on March 31, 2026, with a provision for early termination upon the appointment and onboarding of a new City Manager.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

The community can provide public comment at the December 15, 2025 Council meeting.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Provides continuity of operations for the City while Council selects a new City Manager.

ALTERNATIVES:

1. Appoint a different City employee as City Manager Pro Tem.
2. Recruit and select an external candidate for the City Manager Pro Tem role.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Employment Agreement City Manager Pro Tem

CITY OF WILSONVILLE EMPLOYMENT AGREEMENT CITY MANAGER – PRO TEM

This Employment Agreement (“Agreement”) is made and entered into on the ____ day of December 2025, by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Bryan Cosgrove** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ Bryan Cosgrove as City Manager Pro Tem of the City of Wilsonville, as provided by the Wilsonville City Charter and Section 2.105 of the Wilsonville Code; and

WHEREAS, Employee desires to serve as City Manager Pro Tem of the City of Wilsonville, subject to the terms and conditions set forth below.

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 Manager Pro Tem of the City of Wilsonville. Employee agrees to devote his full-time efforts to performing the functions and duties of City Manager Pro Tem, as described in the Wilsonville City Charter and Section 2.105 of the Wilsonville Code, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to him, including appointing and removing City employees. Employee’s normal work hours are generally 8 a.m. to 5 p.m.

Section 2. Employment Status and Contract Term

2.1. 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. If Employee is not otherwise terminated earlier, as provided herein below, the term of this Employment Agreement will be for a three-month period, with an effective beginning date of January 1, 2026 and ending date of March 31, 2026. The parties agree this Agreement may be terminated before its stated end date upon the selection and hire of a new permanent City Manager.

2.2. The City and Employee acknowledge that Employee will be a retired public employee receiving benefits under the Oregon Public Employee Retirement System (PERS), and is subject to the laws, rules, and regulations governing employment of PERS retirees.

Section 3. Compensation

3.1. Base compensation for the term of this Agreement, will be SEVEN THOUSAND NINE HUNDRED AND SEVENTY FOUR DOLLARS AND EIGHTY SEVEN CENTS (\$7974.87) per pay period (“Salary”).

3.2. In addition to Salary, because Employee is required to use his personal vehicle to travel to attend to City business and his personal electronic devices to conduct City business, Employee will receive a Four Hundred Dollar (\$400) per month car allowance and a One Hundred Dollar (\$100) per month technology allowance. In addition to the foregoing, Employee will receive the benefits offered to City employees, as outlined in **Section 4** below. All of the foregoing are referred to as Employee’s “Total Compensation.”

Section 4. Other Benefits

4.1. The City will offer Employee a standard benefit package, including health, dental, and life insurance under the same terms and conditions as provided to City employees. In addition, City will continue all state and/or federal withholdings and contributions as required.

4.2. Employee will earn eight (8) hours of vacation leave and four (4) hours of sick leave per pay period. Any accrued vacation and/or sick hours will be forfeited upon termination of this agreement.

Section 5. 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 Manager. 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 6. Bonding

The City shall bear the cost of any fidelity or other bonds required of Employee under any law or occurrence relating to Employee’s employment as City Manager.

Section 7. General Provisions

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

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

7.3 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.

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

7.5 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.

7.6 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.

7.7 This Agreement, along with the City's employment policies (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. 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: _____, 2026.

CITY OF WILSONVILLE

EMPLOYEE

By: _____

Shawn O'Neil

As Its: Mayor

Bryan Cosgrove

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025	Subject: Employment Agreement Amendment, City Attorney Staff Member: Andrea Villagrana, Human Resources Manager Department: Human Resources	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council approve the first amendment to the City Attorney's Employment Agreement		
Recommended Language for Motion: I move to approve the proposed amendment to Ms. Guile-Hinman's employment agreement as distributed.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Amend the City Attorney's Employment Agreement to include funding the cost of both Oregon and Washington State Bar licenses.

EXECUTIVE SUMMARY:

The City Attorney's current Employment Agreement funds the cost of her membership in the Oregon State Bar. Since May 2025, City Attorney Guile-Hinman has served as legal counsel for the City of Wilsonville in the federal case, King County, Washington, et al. v. Turner, et al. before the US District Court for the District of Western Washington. The City Attorney is able to do so without obtaining, and paying for, local Washington counsel because she has a Washington State Bar license.

As a result of her representation of the City through her Washington State Bar license, the proposed First Amendment seeks to fund the cost of her Washington State Bar license for those calendar years in which she utilizes the license to represent the City of Wilsonville.

EXPECTED RESULTS:

Any calendar year in which the City Attorney does not utilize her Washington State Bar license to represent the City, the City will not pay the cost to maintain the license for that year.

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

The cost of the Washington State Bar license can be absorbed by the Legal Department budget without an amendment.

COMMUNITY INVOLVEMENT PROCESS:

The community can provide public comment on Employment Agreements at the December 15, 2025 City Council meeting.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

1. Contract outside local Washington counsel.
2. Continue to fund the Oregon State Bar license only.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. First Amendment to Employment Agreement – City Attorney

**CITY OF WILSONVILLE
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
CITY ATTORNEY**

This First Amendment Employment Agreement (“Agreement”) is made and entered into effective the _____ (“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:

WHEREAS, the City and Employee entered into an Employment Agreement effective April 30, 2024; and

WHEREAS, Employee has engaged as legal counsel for the City in federal court in Washington State through her Washington State Bar license; and

WHEREAS, the Employment Agreement does not currently fund the cost of Employee’s Washington State Bar license;

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

Section 1. Amendment to Section 6 of the Employment Agreement

Section 6 of the Employment Agreement, entitled “Dues and Subscriptions,” is hereby amended to add the following at the end of the section:

“For those calendar years in which Employee utilizes her Washington State Bar license to represent the City of Wilsonville in the State of Washington, the City agrees to fund the dues necessary for her participation in the Washington State Bar.”

This provision is agreed by the parties to be applied retroactively to calendar year 2025.

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

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: December 15, 2025		Subject: Employment Contract Renewal (two-year extension) for Municipal Court Judge Fred Weinhouse	
		Staff Member: Keith Katko, Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommend Council renew the employment contract for City of Wilsonville Municipal Court Judge Fred Weinhouse for a period of two (2) years with an effective date of January 5, 2026.			
Recommended Language for Motion: I move to approve the extension of Fred Weinhouse's employment agreement as Municipal Court Judge from January 5, 2026, to January 5, 2028, as outlined in the employment agreement.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Updated employment contract for Fred Weinhouse as Municipal Court Judge for the City of Wilsonville for a period of two (2) years from an effective date of January 5, 2026, upon expiration of the current contract.

EXECUTIVE SUMMARY:

Municipal Court is responsible for providing a local forum for adjudicating violations of City ordinances, parking infractions, and state traffic laws within its local jurisdiction. Judge Fred Weinhouse has served in the capacity of Municipal Court Judge since January 7, 2017, and has served the City well in the adjudication of cases in an expeditious, impartial, and consistent manner. During his tenure, Judge Weinhouse has promoted public safety through public education, adjudication, and compliance programs. The proposed contract is for a duration of two (2) additional years at a rate of \$150/an hour, with existing provisions remaining.

EXPECTED RESULTS:

Continuation of Municipal Court operation.

TIMELINE:

Contract renewal is for a period of (2) years from an effective date of January 5, 2026.

CURRENT YEAR BUDGET IMPACTS:

Contract renewal was included in adopted fiscal year 2025-2026 budget.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Continuation of Municipal Court Operations.

ALTERNATIVES:

The alternatives include renewing the judge's contract with modified terms such as a shorter term, clearer performance expectations, or revised compensation or workload, or not renewing the expiring contract and opening the position to a new recruitment process.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Employment Agreement

CITY OF WILSONVILLE EMPLOYMENT AGREEMENT 2026-2028

This Employment Agreement (“Agreement”) is made and entered into effective the 5th day of January 2026 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Fred Weinhouse** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of Employee as the Presiding Municipal Court Judge (“Judge”) for the City of Wilsonville, effective as of January 5, 2026; 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 Judge of the City of Wilsonville;

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

Section 1. Term

The term of this Agreement shall be for a period of two (2) years from the Effective Date.

Section 2. Work Hours

The City hereby employs Employee as Judge for the City of Wilsonville. Employment is part-time and is compensated on an hourly basis. Judicial services (including use of pro-tems) are not to exceed twenty (20) hours per month without prior written approval of the Finance Director. Due to the limited hours, unless a PERS eligible employee, the only fringe benefit provided is sick leave, earned at the rate of one (1) hour for every thirty (30) hours worked. More information concerning benefits may be obtained from the City’s Human Resources Manager. Employee’s normal work hours will be to preside over Municipal Court, currently held every other Tuesday afternoon. Employee shall submit a timesheet for actual hours worked, provided that Employee will be paid for a minimum of two (2) hours on each court day, even if Employee works less time on any given court day. Employee will also be paid for all hours spent reviewing and researching case files and for all time spent writing opinions, rulings, and correspondence related to Municipal Court and the like.

Section 3. Employment Date and Status

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 and with or without notice.

Section 4. Compensation

Employee shall be paid on an hourly basis for all hours worked, as outlined above at the rate of **One Hundred Fifty Dollars (\$150)** per hour (“Salary”).

Section 5. Assigned Duties

Employee will hear Municipal Court cases and render decisions. Employee will also respond, as required, to Municipal Court cases that may be appealed to a higher court. Employee will exercise supervision and control over court personnel when performing their in-court and Municipal Court responsibilities, including other judges and counter personnel, when Municipal Court is in session. A City Finance Department Manager will supervise the City’s Municipal Court program and is responsible for daily supervision and performance of City employees assigned to perform Municipal Court duties. In the event Employee has any cause for concern with any employee or other judge, Employee shall inform the Finance Department Manager of the concern and recommended action and the Finance Department Manager will then address the issue(s) raised. Employee agrees to perform these and other legally permissible and proper judicial duties and functions as the Wilsonville City Council (“Council”) assigns to Employee. Employee reports directly to the Wilsonville City Council.

Section 6. Professional Development

The City will reimburse Employee up to **One Thousand One Hundred Fifty Dollars (\$1,150)** per year for mileage, seminar tuition, Oregon State Bar dues, and travel accommodations to attend the Oregon Municipal Judge’s Association annual meeting, or similar training, if Employee elects to go, at Employee’s sole discretion. Employee is not paid for time spent at elective training.

Section 7. 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 Municipal Court Judge. 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 8. Other Terms and Conditions of Employment

City 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 9. General Provisions

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

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

9.3. 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.

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

9.5. 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.

9.6. 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.

9.7. This Agreement, along with the City's employment policies (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. 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.

CITY OF WILSONVILLE

EMPLOYEE

By: _____

Shawn O'Neil

As Its: Mayor

Fred Weinhouse



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025		Subject: Resolution No. 3219 A Resolution of the City of Wilsonville Adopting the 2026 Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics, and Other Materials	
		Staff Member: Amanda Guile-Hinman, City Attorney	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments:	
Staff Recommendation: Adopt Resolution No. 3219			
Recommended Language for Motion: I move to adopt Resolution No. 3219			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Consider adopting the proposed 2026 Republic Services Rate Schedule for collection and disposal of solid waste, recyclables, organics, and other materials.

EXECUTIVE SUMMARY:

Each year, pursuant to the Franchise Agreement between the City and Republic Services, adopted via [Ordinance No. 883](#), the City and Republic Services undertake a service rate review process to establish the service rates Republic Services charges to its Wilsonville customers for the next calendar year. The Franchise Agreement explains that the goal of the service rates is to achieve an Operating Margin for Republic Services between 8% and 12%, with the target Operating Margin of 10%. The City's consultant, Bell & Associates, estimates that Republic Services will have an Operating Margin of 5.9% for calendar year 2025. As a result of significantly increasing expenses, particularly disposal costs, labor costs, and the elimination of federal tax credits for alternative fuels, Republic Services requested an extraordinary rate increase pursuant to Article VIII, Section 3 of the Franchise Agreement.

At the [October 20, 2025 work session](#), Bell & Associates presented the projected operating margin, the impact of the standard consumer price index (CPI) increase, and additional considerations in light of the extraordinary rate increase request. As a result of the discussion and work session, City Council appeared to be aligned regarding the following conclusions:

1. The prescribed rate increase for Solid Waste Collection Rates pursuant to Article VIII, Section 2, subsection d of the Franchise Agreement, which has been calculated by Bell & Associates to be 3.3%, is inadequate to afford Republic Services with a target Operating Margin of 10%.
2. City Council desires to grant Republic Services' request for an Extraordinary Rate Increase (i.e., an increase in Service Rates of greater than 3.3%).
3. City Council is supportive of retaining some subsidization in service rates for residential customers with smaller carts (and conversely, a higher increase in service rates for customers with larger carts) to continue incentivizing the creation and disposal of less waste.

At the conclusion of the October 20 work session, City Council directed Bell & Associates to return with at least two proposed rate schedules for City Council to consider to achieve a 10% Operating Margin.

At the [December 1, 2025 work session](#), the City Council considered two alternative rate schedules: one based on a cost-of-service increase and the other, a rate-spread approach. The recommendation from the City's consultant, in consultation with Republic Services, was to proceed with the cost-of-service increase. The cost-of-service increase will still retain an incentive for smaller residential rollcart service to promote reduced solid waste disposal by residents. City Council indicated its support to pursue the cost-of-service increase.

Resolution No. 3219 includes, as **Exhibits A and B**, the initial memorandum and supplemental memorandum from Bell & Associates to justify the proposed 2026 service rate schedule, which is also included as **Exhibit C** to the Resolution.

EXPECTED RESULTS:

Adoption of a new Republic Services Rate Schedule, effective January 1, 2026.

TIMELINE:

December 15, 2025: City Council adopts Resolution No. 3219, which would include the rate schedule selected by City Council. This rate increase would be effective as of January 1, 2026.

Republic Services is required to provide prior notice to customers of any rate increases. Typically, Republic Services provides notice at least one month prior to the rate increase. Bell & Associates and Republic Services recommend implementing any rate increases effective January 1, 2026 because a delayed rate increase will require a larger increase for the remaining 11 months to make up for lost revenue from a rate increase for the month of January.

CURRENT YEAR BUDGET IMPACTS:

The Rate Report projects the City's Franchise Fee revenue to be \$441,097 for calendar year 2025. Raising Solid Waste Collection Rates for calendar year 2026 will have the effect of increasing the Franchise Fees paid to the City during that year.

COMMUNITY INVOLVEMENT PROCESS:

Staff has provided two work sessions on this item prior to City Council consideration of a new rate schedule. Information regarding the increase will be provided to customers by Republic Services and to the community via the Boones Ferry Messenger.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

An increase in service rates is necessary under the terms of the Franchise Agreement. Bell & Associates and Republic Services recommended an extraordinary rate increase to recalibrate Republic Services' Operating Margin to 10%. Wilsonville will still retain the lowest service rates in Clackamas County.

ALTERNATIVES:

Consider Option 2 (rate spread model) or implement a flat 3.30% rate increase pursuant to Article VIII of the Franchise Agreement, as described in greater detail in the October 20 and December 1 Staff Reports regarding 2025 Solid Waste Rate Review & 2026 Rate Schedule.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Resolution No. 3219

Exhibit A: City of Wilsonville 2025 Solid Waste Collection Rate Report (Bell & Associates)

Exhibit B: City of Wilsonville Solid Waste and Recycling Rate Supplemental Memo for City Council (Bell & Associates)

Exhibit C: 2026 Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics, and Other Materials

RESOLUTION NO. 3219**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE 2026 REPUBLIC SERVICES RATE SCHEDULE FOR COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES, ORGANICS, AND OTHER MATERIALS.**

WHEREAS, Ordinance No. 883, adopted by the City Council in November 2023, amended and restated the Franchise Agreement for Solid Waste Management and Collection with the City of Wilsonville (the “Franchise Agreement”); and

WHEREAS, Republic Services is the “Franchisee” under the Franchise Agreement; and

WHEREAS, as stated in Article VIII (titled “Establishment and Modification of Service Rates”), Section 2 (titled “Annual Service Rate Adjustment”) of the Franchise Agreement, the City’s goal is to allow Republic Services a permitted Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%) (“Operating Margin” and “Gross Revenues” are terms defined in the Franchise Agreement); and

WHEREAS, the City worked with Chris Bell, CPA, of Bell and Associates, to review Republic Services’ financial data to determine its Operating Margin in accordance with the Franchise Agreement and to recommend whether Service Rates (as defined in the Franchise Agreement) should be adjusted pursuant to the terms of the Franchise Agreement; and

WHEREAS, as stated in the Solid Waste Collection Rate Report dated October 2025 prepared by Chris Bell, attached herein as **Exhibit A** (referred to herein as the “Rate Report”), Chris Bell determined that Republic Services’ cumulative Operating Margin for calendar year 2023 is projected to be 5.9%; and

WHEREAS, in accordance with Article VIII, Section 3 (titled “Extraordinary Rate Increase”) of the Franchise Agreement, Republic Services submitted a written request for an extraordinary rate increase dated September 29, 2025 (the “Written Request”), which includes a list of factors that Republic Services cites as justification for its request for increased Service Rates; and

WHEREAS, City Council desires to increase Service Rates pursuant to Article VIII, Section 3 of the Franchise Agreement, based on the extraordinary or unanticipated events articulated in the Written Request and the Rate Report; and

WHEREAS, in order to allow Republic Services to achieve the target Operating Margin of ten percent (10%), the Rate Report recommend increasing Service Rates on a cost-of-service basis as described in the Solid Waste and Recycling Rate Supplemental Memo attached as **Exhibit B**; and

WHEREAS, such new Service Rates are detailed in the Republic Services Rate Schedule attached hereto as **Exhibit C**.

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

Section 1. The Wilsonville City Council hereby accepts and adopts the findings and recommendations of the Rate Report (Exhibit A) and the Supplemental Memo (Exhibit B).

Section 2. The Wilsonville City Council hereby approves an extraordinary rate increase pursuant to Article VIII, Section 2 of the Franchise Agreement, based on the extraordinary or unanticipated events outlined in this Resolution No. 3219.

Section 3. The Wilsonville City Council hereby approves and adopts the Republic Services Rate Schedule (Exhibit C), which will go into effect on January 1, 2026.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of December, 2025, 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 Shevlin

Councilor Scull

EXHIBITS:

- A. City of Wilsonville 2025 Solid Waste Collection Rate Report (Bell & Associates)
- B. City of Wilsonville Solid Waste and Recycling Rate Supplemental Memo for City Council (Bell & Associates)
- C. Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics, and Other Materials (Effective January 1, 2026)



City of Wilsonville



2025 Solid Waste Collection Rate Report

Bell & Associates / October 2025

City of Wilsonville

2025 Solid Waste Collection Rate Report

Bell & Associates / October 2025

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 Bell & Associates
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 Camas, WA 98607
 360-210-4344
 Chris@Bellassociatesinc.com

Background of Solid Waste Review

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. Republic Services (Republic) submitted the annual Detailed Cost Report (DCR) to its franchised jurisdictions, including Wilsonville.

Annual Cost Report

Waste and recycling collection within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. The DCR is designed to help the City determine the adequacy of collection rates payable by City residents to Republic. The DCR provides line-item costs and revenues associated with providing services within the City. The DCR's format enables the calculation of service costs for each line of business (cart, container, and drop box). Cart collection is primarily for residential customers, whereas business customers are serviced with a container. Reported results were analyzed by Bell & Associates, and the following tasks were completed:

- Analyze reported route collection hours to the reported customer counts for each line of business.
- Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- Using the reported administrative line items, determine if the expense is reasonable compared to the operational data entered from the detailed cost report.
- Review the costs between Wilsonville and Republic's other franchised collection operations to determine reasonable allocations.
- Compare reported revenues and expenses to results from previous years' review.

Adjustments were made to the data submitted by Republic, based on the application of the tasks above, which reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report for 2024

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system.

Table 1: Adjusted 2024 Wilsonville Results

Description	Roll Cart	Container	Drop Box	Composite
Revenues	\$2,402,347	\$3,062,487	\$3,101,054	\$8,565,888
Allowable Costs for Rates	\$2,291,000	\$2,571,477	\$3,047,652	\$7,910,129
Franchise Income	\$111,347	\$491,010	\$53,402	\$655,759
Margin (Income / Revenue)	4.6%	16.0%	1.7%	7.7%

Projected Results for 2025

Specific line item expenses from the adjusted 2024 report were escalated to project the results for 2025-26 using assumptions based on the February 2025 rate increase, increased disposal, labor agreement between Republic and the union drivers, administrative wages, health insurance, and estimated inflation. Table 2 summarizes the assumptions.

The assumptions used for the 2025 projection include:

- Two unions represent Republic drivers. The Teamsters represent Keller Drop Box, the union operating in Wilsonville. Keller's contract was renewed in 2024. Hourly wages increased from \$31.54 in December 2024 to \$32.84 in December 2025.
- Union Health insurance will increase by 8%.
- The disposal fees and taxes assessed by Metro increased by \$8.45 per ton on July 1, 2025. The total increase for disposal is calculated at 5.5% for 2025.
- CPI Inflation increased by 2.60% during the first six months of 2025. Management and administrative labor costs are projected to grow at the inflation rate.
- The sunset of the federal tax credits for natural gas expired on December 31, 2024. The increase in fuel for 2025 is 39.9%.

Expense	Change
Union Driver Wages	4.10%
Health Insurance	8.00%
Waste Disposal	8.53%
CPI Inflation	2.24%
Fuel	39.3%

Projected 2025 Expenses

The estimated increases noted above were applied to the 2024 expenses and summarized in Table 3 for all operations. Table 4 on the next page summarizes the impact of the increased costs.

Table 3: Projected 2025 Financial Performance for Wilsonville

Revenue / Expense Description	Adjusted	Projected	\$ ▲	% ▲
Collection Revenue	\$8,565,888	\$8,910,034	\$344,146	4.02%
SW and Yard Debris Disposal	\$3,620,201	\$3,893,946	\$273,745	7.56%
Recycling Processing	\$167,115	\$167,115	\$-	0.00%
Labor Expenses	\$1,943,942	\$2,033,209	\$89,267	4.59%
Truck, Fuel, and Repair	\$831,063	\$890,348	\$59,285	7.13%
Equipment and Containers	\$137,825	\$148,390	\$10,565	7.67%
Franchise Fees	\$409,451	\$441,097	\$31,646	7.73%
Other Direct Expense	\$185,079	\$186,293	\$1,214	0.66%
Management & Administration	\$615,453	\$623,465	\$8,012	1.30%
Total	\$7,910,129	\$8,383,863	\$473,734	5.99%
Franchise Income	\$655,759	\$526,171	\$(129,588)	-19.76%
Margin	7.7%	5.9%		-1.8%

Table 4: Estimated 2025 Financial Results for Collection Services in Wilsonville

Description	Roll Cart	Container	Drop Box	Composite
Revenues	\$2,477,138	\$3,153,149	\$3,279,747	\$8,910,034
Allowable Costs for Rates	\$2,395,689	\$2,739,103	\$3,249,071	\$8,383,863
Franchise Income	\$81,449	\$414,046	\$30,676	\$526,171
Return on Revenues	3.3%	13.1%	0.9%	5.9%

Rate Adjustment

The results of collection operations for the current year are estimated to generate a return of 5.9% (Table 4) for the composite; therefore, a rate adjustment is necessary to increase the return. The Wilsonville Solid Waste Management Ordinance No. 883, Article VIII, Section 2, states:

2. It is the goal of Council to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Section 3 of this Article [regarding Extraordinary Rate Increase], the Service Rate will be adjusted annually under the following circumstances:

d. If the expected Operating Margin in the next calendar year is less than eight percent (8%) of Gross Revenues and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 5 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the **projected** Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

The CPI¹ increased from June 2024 to June 2025 by 2.64%. When adjusted by 125%, the amount increases to 3.30%. Attachment C shows proposed rates for service with a 3.30% increase applied to all service categories and cart sizes, in accordance with Article VIII, Section 2.d of the franchise agreement.

¹ CPI index: CPI-Urban Wage Earners and Clerical Workers (Current Series), All Items in West – Size Class A

Additional Consideration

The stated goal of the Council, as articulated in the franchise agreement, is to provide Republic with a target Operating Margin of ten percent (10%) of Gross Revenues. In order to meet this target, Republic's projected revenue for 2025 must increase by approximately \$516,000 (i.e., by more than \$227,000). Applying an even increase of 3.30% as described above, not including drop box disposal², would generate approximately \$227,000 of revenue, but this revenue won't be realized until 2026. Collection expenses for 2026 weren't estimated for this year's rate review. It is highly unlikely that a January 1, 2026, 3.3% CPI rate adjustment will increase the overall return in 2026 above 8%.

Republic may decide to submit a request for an extraordinary rate increase under Article VIII, Section 3 of the Franchise Agreement, which reads as follows:

In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%) of Gross Revenues, then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase.

If Republic submits a request for an extraordinary rate increase, and if the Council wants to consider that request, this DCR can be amended to provide information to inform a conversation regarding an appropriate rate increase. If Council is interested in this information, Bell & Associates should be directed regarding the following questions:

1. Is Council interested in adjusting rates differently by category (i.e., providing a relatively larger rate increase for roll cart and drop box service, given the projected rates of return of 3.3% and 0.9% for those categories, versus the increase for container service, given the projected rate of return of 13.1%)?
2. Is Council interested in adjusting rates differently by cart size? In past years, Council has been interested in incentivizing the creation of less waste by implementing smaller rate increases for smaller cart and container sizes.
3. Alternatively, is Council only interested in adjusting rates across all three categories and all cart sizes by the same percentage

² Disposal for drop box disposal is a separate charge that is the actual cost for the disposal of the material collected and is directly passed through and paid by the customer. The disposal amount varies by weight and material type and is unknown until the contents of the box are weighed; therefore, this amount varies each time the service is provided to the customer.

Attachment A – Adjusted 2024 Results

Adjusted
Return on Revenues
City of Wilsonville January 1 to December 31, 2024

	Residential Service						Commercial Service							Grand Totals
	Solid Waste		Recycling		Yard Debris		Solid Waste		Recycling		Drop Box			
Collection & Service Revenues	2,359,936						3,018,222				3,101,054			8,565,888
Direct Costs of Operations	1,053,083	Montly \$ per Can/Cart	556,377	Montly \$ per Can/Cart	463,904	Montly \$ per Can/Cart	1,695,071	Montly \$ per Yard	628,705	Montly \$ per Yard	2,897,536	\$ per pull	7,294,676	
Disposal Expense	513,909	7.13	86,517	1.20	220,543	3.22	992,441	6.29	80,598	0.51	1,893,308	320.03	3,787,316	
Labor Expense	278,364	3.86	305,961	4.25	156,951	2.29	353,610	2.24	348,175	2.21	500,881	84.67	1,943,942	
Truck Expense	108,540	1.51	121,067	1.68	61,456	0.90	155,199	0.98	151,313	0.96	233,488	39.47	831,063	
Equipment Expense	14,518	0.20	16,036	0.22	13,180	0.19	25,440	0.16	19,080	0.12	49,571	8.38	137,825	
Franchise Fees	111,263	1.54	0	-	0	-	138,085	0.88	0	-	160,103	27.06	409,451	
Other Direct Expense	26,489	0.37	26,796	0.37	11,774	0.17	30,296	0.19	29,539	0.19	60,185	10.17	185,079	
Indirect Costs of Operations	218,077						248,323				150,444		616,844	
Management Expense	16,585	0.23	9.1%				14,630	0.09	8.1%		10,149	1.72	41,364	
Administrative Expense	79,407	1.10					70,046	0.44			48,627	8.22	198,080	
Other Overhead Expenses	122,085	1.69		\$ 789.00			163,647	1.04			91,668	15.49	377,400	
Total Cost	2,291,441						2,572,099				3,047,980		7,911,520	
Less Unallowable Costs	441	(0.01)					622				328		1,391	
Allowable Costs	2,291,000						2,571,477				3,047,652		7,910,129	
Franchise Income	111,347						491,010				53,402		655,759	
Carts/ Yards/ Drop Box Pulls	6,006				5,706		157,768		123,916		5,916			
Revenues	2,402,347						3,062,487				3,101,054		8,565,888	
Direct Costs of Operations	2,073,364	% of revenue 86%					2,323,776	% of revenue 76%			2,897,536		7,294,676	
Indirect Costs of Operations	218,077	9%					248,323	8%			150,444		616,844	
Total Cost	2,291,441						2,572,099				3,047,980		7,911,520	
Less Unallowable Costs	441	0%					622	0%			328		1,391	
Allowable Costs	2,291,000						2,571,477				3,047,652		7,910,129	
Franchise Income	111,347						491,010				53,402		655,759	
Return on revenues	4.63%						16.03%				1.72%		7.66%	

Attachment B – Projected 2025 Results

Projected 2025 Results
Return on Revenues
City of Wilsonville

	Residential Service			Commercial Service			Drop Box		Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling				
	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year		% ▲ from prior year		
Collection & Service Revenues	2,434,038	26,565	16,535	3,108,165	44,984		3,279,396		8,909,683
Direct Costs of Operations	1,123,030	573,956	477,863	1,828,575	659,679		3,096,627		7,759,730
Disposal / Processing Expense	557,643	86,517	225,483	1,076,898	80,598		2,033,271		4,060,410
Labor Expense	290,952	320,010	164,193	370,229	364,451		523,374		2,033,209
Truck Expense	111,472	124,336	63,115	169,918	165,663		255,844		890,348
Equipment Expense	14,560	16,083	13,204	25,596	19,204		59,743		148,390
Franchise Fees	121,702	0	0	155,408	0		163,970		441,080
Other Direct Expense	26,701	27,010	11,868	30,526	29,763		60,425		186,293
Indirect Costs of Operations	221,179			251,273			152,404		624,856
Management Expense	16,957			14,958			10,376		42,291
Administrative Expense	81,406			71,809			49,850		203,065
Other Overhead Expenses	122,816			164,506			92,178		379,500
Less Unallowable Costs	441			622			328		1,391
Revenues	2,477,138			3,153,149			3,279,396		8,909,683
	% ▲ from prior year			% ▲ from prior year					
Direct Costs of Operations	2,174,849	4.9%		2,488,254	7.1%		3,096,627		7,759,730
Indirect Costs of Operations	221,179	1.4%		251,273	1.2%		152,404		624,856
Total Cost	2,396,028	4.6%		2,739,527	6.5%		3,249,031		8,384,586
Less Unallowable Costs	441			622			328		1,391
Allowable Costs	2,395,587			2,738,905			3,248,703		8,383,195
Franchise Income	81,551			414,244			30,693		526,488
Projected Return on Revenues	3.29%			13.14%			0.94%		5.91%
2024 Return on Revenues	4.63%			16.03%			1.72%		7.66%

Attachment C – Rate Sheet Comparison of Current Rates and Proposed New Rates

ROLL CART SERVICE RATES

Residential Single-Family Dwellings and Condominium Communities

Residential Single-Family Dwelling Garbage Cart

Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service	2025 Rate	Rate %
20 gallon	\$23.20	\$23.97
35 gallon	\$30.56	\$31.57
65 gallon	\$39.75	\$41.06

Charbonneau Garbage Cart

Charbonneau District only is yard debris/organics exempt due to privately-paid district-wide landscaping debris removal service	2025 Rate	Rate %
Includes optional 65 gallon recycling cart and 18 gallon glass recycling bin service		3.30%
20 gallon	\$20.21	\$20.88
35 gallon	\$23.95	\$24.74
65 gallon	\$33.67	\$34.78
Add Optional 65 gallon yard debris/organics cart service	\$8.52	\$8.80

Condominium Garbage Cart

Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service	2025 Rate	Rate %
20 gallon	\$23.20	\$23.97
35 gallon cart	\$30.56	\$31.57
65 gallon cart	\$39.75	\$41.06

Recycle+ Opt-In Additional Recycling Collection Service

	2025 Rate	Rate %
Base Charge * (billed monthly)	\$2.50	\$2.58
Curbside Collection placed within 3 feet of street (each time/occurrence)	\$9.25	\$9.56
Non-Curbside Collection* placed 5-150 feet from street (each time/occurrence)	\$11.70	\$12.09
Non-Curbside Collection * placed over 150 feet from street (each time/occurrence)	\$13.00	\$13.43

* Non-Curbside Collection Receptacle is placed in mutually agreed-upon location, such as the door step next to the garage, on the front porch by door, etc.

Alternative and Special Collection Services

	2025 Rate	Rate %
On Call (per each pick-up/service)	\$12.87	\$13.29
Recycling Only (monthly fee; 1-month minimum service)	\$11.53	\$11.91
Yard Debris/Organics Only (monthly fee; 1 month minimum service)	\$8.52	\$8.80
Recycling & Yard Debris/Organics Only (monthly fee; 1-month minimum service)	\$17.58	\$18.16

Additional / Extra Service

	2025 Rate	Rate %
Lost or damaged garbage cart (new replacement cart)	\$72.53	\$74.92
Lost or damaged yard debris cart (new replacement cart)	\$76.01	\$78.52
Lost or damaged recycling cart (new replacement cart)	\$76.01	\$78.52
Lost or damaged recycling bin (new replacement cart)	\$12.32	\$12.73
Return-trip fee outside of normally scheduled route	\$24.30	\$25.10
All occasional extras (extra box/bag/can per extra item per service/occasion)	\$6.72	\$6.94
Over-full can/cart charge (per can/cart per service/occasion)	\$6.72	\$6.94
Yard debris/organics contaminated with garbage (per can/cart per service/occasion)	\$14.55	\$15.03
Gate opening/roll-out container (monthly)	\$18.13	\$18.73
Special container (medical waste; per month fee)	\$18.13	\$18.73

Temporary Clean-Up Container

	2025 Rate	Rate %
3 Yards Maximum Volume for 4 Days of Use		3.30%
Delivery & Removal of Container	\$133.32	\$137.72
Extra Dump	\$95.94	\$99.11
Daily Container Rental Charge Past 4 Days (per day fee)	\$6.49	\$6.70

Commercial Container Services – Rate per Month
2025 Schedule

Container Size	Rate - 1 stop per week	Rate - 2 stops per	Rate - 3 stops per	Rate - 4 stops per	Rate - 5 stops per	Rate - 6 stops per
1 yard	\$ 116.26	\$ 226.31	\$ 327.28			
1.5 yard	\$ 152.63	\$ 291.44	\$ 428.59			
2 yard	\$ 196.96	\$ 376.60	\$ 555.86	\$ 745.54	\$ 933.45	\$ 1,124.52
3 yard	\$ 267.89	\$ 517.73	\$ 769.01	\$ 1,040.53	\$ 1,309.61	\$ 1,578.15
4 yard	\$ 347.36	\$ 680.05	\$ 1,011.90	\$ 1,370.93	\$ 1,726.64	\$ 2,081.59
5 yard	\$ 421.73	\$ 817.88	\$ 1,225.35	\$ 1,661.07	\$ 2,093.16	\$ 2,523.64
6 yard	\$ 482.51	\$ 941.33	\$ 1,419.45	\$ 1,925.53	\$ 2,426.82	\$ 2,927.24
8 yard	\$ 635.55	\$ 1,241.67	\$ 1,873.81	\$ 2,545.12	\$ 3,209.44	\$ 3,872.38

2026 CPI Schedule

Rate % 3.30%	Rate - 1 stop per week	Rate - 2 stops per week	Rate - 3 stops per week	Rate - 4 stops per week	Rate - 5 stops per week	Rate - 6 stops per week
1 yard	\$ 120.10	\$ 233.78	\$ 338.08			
1.5 yard	\$ 157.67	\$ 301.06	\$ 442.74			
2 yard	\$ 203.46	\$ 389.03	\$ 574.21	\$ 770.15	\$ 964.26	\$ 1,161.63
3 yard	\$ 276.73	\$ 534.81	\$ 794.39	\$ 1,074.87	\$ 1,352.83	\$ 1,630.23
4 yard	\$ 358.83	\$ 702.49	\$ 1,045.29	\$ 1,416.17	\$ 1,783.62	\$ 2,150.29
5 yard	\$ 435.65	\$ 844.87	\$ 1,265.78	\$ 1,715.89	\$ 2,162.23	\$ 2,606.92
6 yard	\$ 498.43	\$ 972.39	\$ 1,466.30	\$ 1,989.07	\$ 2,506.91	\$ 3,023.84
8 yard	\$ 656.52	\$ 1,282.64	\$ 1,935.65	\$ 2,629.11	\$ 3,315.35	\$ 4,000.17

Extra Container Pickup

Container Size	2025 Rate	Rate % 3.30%
1 yard	\$38.37	\$39.64
1.5 yard	\$50.37	\$52.03
2 yard	\$65.00	\$67.15
3 yard	\$88.40	\$91.32
4 yard	\$114.63	\$118.41
5 yard	\$139.17	\$143.76
6 yard	\$159.23	\$164.48
8 yard	\$209.73	\$216.65

MF/Com Cart Service

Size	2025 Rate	Rate % 3.30%
35 gallon cart	\$23.15	\$23.91
65 gallon cart	\$35.80	\$36.98
90 gallon cart	\$44.90	\$46.38

Additional Recycling Services – Drop Box and Commercial

Apt Units	2025 Rate	Rate % 3.30%
1-99	\$146.18	\$151.00
100-199	\$2.56	\$2.64
200-299	\$2.02	\$2.09
300-399	\$1.77	\$1.83
400+	\$1.73	\$1.79

Miscellaneous Service Rates – Hourly Hauling Rate

Service	2025 Rate	Rate % 3.30%
1 truck + 1 driver	\$111.15	\$114.82
1 truck + 1 driver	\$140.37	\$145.00

Drop Box / Compactor Rates Haul Rates

Container Size	2025 Rate	Rate % 3.30%
10-29 yard drop box	\$131.00	\$135.32
30 yard drop box	\$147.00	\$151.85
40 yard drop box	\$166.00	\$171.48
10-19 yard compactor	\$131.00	\$135.32
20-29 yard compactor	\$147.00	\$151.85
30-39 yard compactor	\$204.00	\$210.73
40+ yard compactor	\$271.00	\$279.94

Additional Drop Box Fees

Service

Drop Box Delivery Fee	\$59.50	\$61.46
Fee for less than 1 haul per	\$22.00	\$22.73
Round-trip box (per haul)	\$39.50	\$40.80

Drop Box Rental Fees

Drop Box Size	Rate	
10 yard - After 48 hours	\$9.50	\$9.81
20 yard - After 48 hours	\$9.50	\$9.81
30 yard - After 48 hours	\$10.45	\$10.79
40 yard - After 48 hours	\$12.50	\$12.91
10 yard - Monthly	\$89.00	\$91.94
20 yard - Monthly	\$89.00	\$91.94
30 yard - Monthly	\$94.00	\$97.10
40 yard - Monthly	\$99.00	\$102.27

Type of Service	2025 Rate	Rate % 3.30%
Hauler will charge the reasonable cost of collection and disposal; charge to be related to a similar schedule fee where possible.		
Appliances:		
Large appliances that contain Freon (accessible at curb)	\$52.60	\$54.34
Large appliances without Freon (accessible at curb, Freon removal certificate required for pick up)	\$30.20	\$31.20
Bathtub / Sink / Toilet:		
Fiberglass tub/shower	\$46.75	\$48.29
Sinks without cabinet	\$17.55	\$18.13
Toilet	\$23.40	\$24.17
Carpets:		
Rug	\$17.55	\$18.13
E-Waste (Electronic Devices) Removal:		
TV under 25", PC monitor, laptop	\$17.55	\$18.13
TV over 25"	\$35.10	\$36.26
TV console, TV projector, copiers	\$46.75	\$48.29
Furniture:		
Hide-a-bed	\$46.75	\$48.29
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.	\$23.40	\$24.17
Large furniture – full sized couch, dining table, dresser, etc.	\$35.10	\$36.26
Mattresses:		
Twin mattress/box spring (set)	\$23.40	\$24.17
Double/queen mattress/box spring (set)	\$35.10	\$36.26
King mattress/box spring (set)	\$41.00	\$42.35
Miscellaneous / Other:		
Basketball hoop	\$46.75	\$48.29
Bicycle	\$17.55	\$18.13
Christmas tree	\$11.20	\$11.57
Entertainment center	\$58.20	\$60.12
Hot tub cover	\$58.20	\$60.12
Hot water heater	\$46.75	\$48.29
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$29.25	\$30.22
Waterbed bag	\$17.55	\$18.13
Windows (per window)	\$17.55	\$18.13
Tires:		
Tires with rims – Passenger or light truck	\$23.40	\$24.17
Tires without rims – Passenger or light truck	\$17.55	\$18.13
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate	Gate Rate	
Return Trip Fee:	\$23.40	\$24.17
Minimum Charge:	\$17.55	\$18.13
Special Services Not Listed:	Cost of Collection/Disposal	

City of Wilsonville Solid Waste and Recycling Rate Supplemental Memo for City Council

The following memo addresses the direction from City Council regarding the development of an alternative rate schedule to provide Republic Services an operating margin of 10% on the estimated 2025 collection expenses.

Rate Objectives

1. Adjust rates to return a composite return of 10%
 - a. Set the rate of return to 10% for drop box / roll off compactor service.
 - b. Commercial container rates will not be changed as the estimated rate of return exceeds 12% - revenue generated over 10% will buy down cart service rates.
 - c. Utilize the excess income generated from commercial services to offset a portion of the collection costs for customers with a rollcart, which are primarily residential.
 - i. Provide two rate scenarios for residential customers with a 20-gallon roll cart.

Drop Box / Roll Off Compactor Service

The revenue shortfall for drop box/roll-off compactor service is \$104,500. This is the additional amount the hauling rates need to generate to return a 10% margin on hauling. The cost of disposal is not included in the service fee calculation, as it is a pass-through expense that varies with each haul. In addition, all waste and recycling delivered to WRI includes a margin embedded in the tipping fee charged by Republic Services.

Republic reported 5,910 drop box / compactor hauls in Wilsonville in 2024. Dividing the revenue shortfall by the hauls, the average increase is \$17.68 (\$104,500 / 5,910 hauls). Haul times vary between drop box and compactors. Compactor services require approximately 20 more minutes; therefore, the \$17.68 average cost per haul was adjusted to account for the time difference. The proposed increases are approximately \$16.00 for drop box service and approximately \$24 for roll off compactors. Table 1 details the cost and service calculations based on the average haul time for each service.

Table 1: Proposed Rate Increase for Drop Box / Roll Off Compactor Service

Service	Current Rate	Rate Increase	Proposed Rate 1	Percentage Increase
10-29 yard drop box	\$134.41	\$15.59	\$150.00	11.60%
30 yard drop box	\$150.82	\$16.18	\$167.00	10.73%
40 yard drop box	\$170.32	\$15.68	\$186.00	9.21%
10-19 yard compactor	\$134.41	\$23.59	\$158.00	17.55%
20-29 yard compactor	\$150.82	\$24.18	\$175.00	16.03%
30-39 yard compactor	\$209.30	\$23.70	\$233.00	11.32%
40+ yard compactor	\$278.05	\$23.95	\$302.00	8.61%

All other ancillary drop box rates would be increased by the CPI.

Note 1: Fees are rounded to the nearest dollar.

Commercial Subsidy

Revenue generated in excess of the 2025 estimated expenses is \$109,937, less the mid-year disposal increase of \$57,586. Therefore, the buy-down from commercial collection to cart collection is **\$52,351** (\$109,937 - \$57,586).

Roll Cart Service

Table 2 compares current rates in Wilsonville with those in neighboring Clackamas jurisdictions to provide the City Council with a barometer of the amounts its constituents pay. Table 2 is sorted from the lowest rate to the highest rate for the 20-gallon cart.

Table 2: Residential Collection Rates Within Clackamas County

Jurisdiction	20 gal	35 gal	65 gal
Wilsonville	\$23.20	\$31.45	\$40.90
Oregon City	\$28.74	\$37.66	\$52.78
Canby	\$28.83	\$34.34	\$54.97
Lake Oswego	\$29.20	\$39.54	\$58.90
Gladstone	\$30.02	\$37.03	\$50.34
West Linn	\$31.64	\$37.70	\$60.38
Clackamas Urban	\$33.45	\$39.05	\$51.25
Happy Valley	\$33.45	\$39.05	\$51.25
Milwaukie	\$34.72	\$40.43	\$52.72

Wilsonville has the lowest residential collection rates within the region. Table 3 is the residential customer count by cart volume.

Table 3: Wilsonville Residential Customers by Cart Volume

Cart Volume	20 gal	35 gal	65 gal	Total
Customers	736	2,875	2,095	5,706
Customer %	13%	50%	37%	

Note: Table 3 doesn't include commercial customers that have a roll cart for service.

The increase for cart collection services is comprised of two costs: collection and disposal. The collection cost is calculated in Table 4.

Table 4: Roll Cart Collection Increase

Description	Amount	Note / Calculation
Collection Costs	\$ 2,230,151	Estimated 2025 Collection Costs
Op Margin (10%) + Fran. Fees (5%)	\$ 393,556	Costs x (15%/(1- 15%))
Total Revenue Requirement	\$ 2,623,707	Collection Cost + Margin + Fran. Fees
2025 Revenue	\$ 2,477,138	2025 Cart Revenue
Rate Increase	\$ 146,569	Revenue Requirement – 2025 Revenue
Commercial Buy Down	\$ (52,351)	Commercial Revenue over 10%
Collection Increase	\$ 94,218	Rate Increase – Commercial Buy Down
Cost per Customer	\$1.38	Increase /12 months / 5,706 customers

Waste disposal increased from \$145.93 per ton to \$158.35, an increase of \$12.42 per ton or 8.5%. Table 5 applies the increased disposal cost to the three sizes of residential carts.

Table 5: Application of the Disposal Fee Increase to Residential Cart Service

Cart Collection Service	20 gal	35 gal	65 gal
Weekly Set Out Weight in Pounds	14.00	22.40	43.50
SW Disposal Increase	\$0.38	\$0.60	\$1.17
Op Margin (10%) & Fran. Fee (5%)	\$0.07	\$0.11	\$0.21
Total Disposal Increase	\$0.45	\$0.71	\$1.38

Table 6 combines the increased collection cost with the disposal cost to calculate the residential rate increase.

Table 6: Cost of Service Residential Rate Increase

Description	20 gal	35 gal	65 gal
Current Rate	\$23.20	\$31.45	\$40.90
Disposal	\$0.45	\$0.71	\$1.38
Collection Increase	\$1.38	\$1.38	\$1.38
Total Increase	\$1.83	\$2.09	\$2.76
Proposed Rate	\$25.03	\$33.54	\$43.66
% ▲	7.9%	6.6%	6.7%
Rate Spread	75%		130%

A second option for residential rates is to maintain a 30% spread between cart sizes; therefore, the base rate would be the 35-gallon cart, and the spread would be 30%. The total required increase for residential cart service is \$152,011. Table 7 applies the necessary increase to residential customers to achieve a 30% rate variance across the carts offered for residential service.

Table 7: Residential Rates with a 30% Rate Spread

Description	20 gal	35 gal	65 gal
Current Rate	\$23.20	\$31.45	\$40.90
Increase	\$0.32	\$2.15	\$3.33
Proposed Rate	\$23.52	\$33.60	\$44.23
% ▲	1.4%	6.8%	8.1%
Rate Spread to 35-gallon cart	70%		132%

The risk of this rate method is that the profitability burden is placed on customers with larger carts. Approximately 87% of customers are being assessed a higher fee to provide a price break for 13% of customers in the smaller cart. If a sizeable number of customers migrate to the 20-gallon cart, the rate subsidy will continue to increase.

Recommendation

The average weight of a 20-gallon cart is 14 pounds per set out; whereas, the average weight of a 35-gallon cart is 23 pounds, and 44 pounds for a 65-gallon cart. The garbage volume is the only difference between the service provided to residents, as recycling and yard debris are the same for all customers.

The difference in garbage disposal cost between the 20-gallon cart and the 35-gallon cart is only \$3.36 per month. However, the difference in the proposed rate in Table 6 between a 20-gallon cart and a 35-gallon cart is \$8.51.

Even with the proposed increase in Table 6, Wilsonville has the lowest residential rates in Clackamas County.

Applying the increased service cost to the respective cart sizes in Table 6 maintains a wide spread between the cart sizes without overburdening customers in the larger cart sizes.

Revenue Reconciliation

Table 8 calculates the increase necessary for drop box/ roll off compactor service to increase the margin from 2.46% to 10%

Table 8: Drop Box / Roll Off Compactor Revenue Reconciliation

Description	2025 Estimate	Increase	Change	Notes
Revenue	\$3,279,396	\$104,500	\$3,383,896	Increase haul revenue
Allowable Costs	\$1,215,432	\$0	\$1,215,432	Allowable Costs unchanged
Disposal	\$2,033,271	\$0	\$2,033,271	Unchanged Pass Through
Total Costs	\$3,248,703	\$0	\$3,248,703	Allowable Costs + Disposal
Income	\$30,693		\$135,193	Revenue - Total Costs
Return	2.46%		10.01%	Income / (Revenue - Disposal)

Table 9 calculates the impact of the increased revenues from Table 4 and Table 8.

Table 9: Return Impact on Rate Increases from Cart and Drop Box Service

	Cart	Container	Roll Off	Composite
Revenue	2,477,138	3,153,149	3,279,396	8,909,683
Disposal / Processing	869,643	1,157,496	2,033,271	4,060,410
Collection Costs	1,183,504	1,175,350	899,386	3,258,240
Indirect Costs	221,179	251,273	152,404	624,856
Franchise Fees	121,702	155,408	163,970	441,080
Less Unallowable Costs	-441	-622	-328	-1,391
Total Costs	2,395,587	2,738,905	3,248,703	8,383,195
Franchise Income	81,551	414,244	30,693	526,488
Return on Revenue	3.29%	13.14%	2.46%	7.66%
Revenue Increase	146,569	-52,351	104,500	198,718
Net Revenue Increase	94,218		104,500	198,718
Total Revenue	2,571,356	3,153,149	3,383,896	9,108,401
Income	175,769	414,244	135,193	725,206
ROR	6.8%	13.1%	10.0%	10.3%

EXHIBIT C



Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics, and Other Materials

Effective: January 1, 2026

City of Wilsonville Online Information:

www.wilsonvilleoregon.gov/garbage

www.wilsonvilleoregon.gov/recycling

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

Sign-up for Services: www.republicservices.com/shop

Customer Service Hours:

Monday Friday: 8:00 am to 5:00 pm

Saturday: 8:00 am to 12:00 pm

Customer Service Phone Numbers:

503-682-3900 1-800-700-8610 (with Spanish language option)

Hours of Operation:

Monday Friday 8:00 am - 5:00 pm

Facility Address:

10295 Ridder Rd Wilsonville, OR 97070

ROLLCART SERVICES RATES

Residential Single-Family Dwellings and Condominium Communities

Residential Single-Family Dwelling Garbage Cart	
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	Rate per Month
20 gallon	\$25.03
35 gallon	\$33.54
65 gallon	\$43.66
Charbonneau Garbage Cart	
<ul style="list-style-type: none"> Charbonneau District only is yard debris/organics exempt due to privately-paid district-wide landscaping debris removal service Includes optional 65 gallon recycling cart and 18 gallon glass recycling bin service 	Rate per Month
20 gallon	\$22.04
35 gallon	\$26.73
65 gallon	\$37.41
Add Optional 65 gallon yard debris/organics cart service	\$9.03
Condominium Garbage Cart	
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	Rate per Month
20 gallon	\$25.03
35 gallon cart	\$33.54
65 gallon cart	\$43.66
Recycle+ Opt-In Additional Recycling Collection Service	
Base Charge * (billed monthly)	Rate
Curbside Collection placed within 3 feet of street (each time/occurrence)	\$2.65
Non-Curbside Collection* placed 5-150 feet from street (each time/occurrence)	\$9.80
Non-Curbside Collection * placed over 150 feet from street (each time/occurrence)	\$12.40
	\$13.78
* Non-Curbside Collection Receptacle is placed in mutually agreed-upon location, such as the door step next to the garage, on the front porch by door, etc.	
Alternative and Special Collection Services	
On Call (per each pick-up/service)	Rate
Recycling Only (monthly fee; 1-month minimum service)	\$13.64
Yard Debris/Organics Only (monthly fee; 1 month minimum service)	\$12.22
Recycling & Yard Debris/Organics Only (monthly fee; 1-month minimum service)	\$9.03
	\$18.64

Residential Single-Family Dwellings and Condominium Communities
Continued from Prior Page

Additional / Extra Service	Rate
Additional roll cart washout/exchange per cart (one free washout/exchange per cart per year for any type or size of cart)	\$13.64
Lost or damaged garbage cart (new replacement cart)	\$76.88
Lost or damaged yard debris cart (new replacement cart)	\$80.56
Lost or damaged recycling cart (new replacement cart)	\$80.56
Lost or damaged recycling bin (new replacement cart)	\$13.06
Return-trip fee outside of normally scheduled route	\$25.75
All occasional extras (extra box/bag/can per extra item per service/occasion)	\$7.12
Over-full can/cart charge (per can/cart per service/occasion)	\$7.12
Yard debris/organics contaminated with garbage (per can/cart per service/occasion)	\$15.42
Gate opening/roll-out container (monthly)	\$19.21
Special container (medical waste; per month fee)	\$19.21
Temporary Clean-Up Container	Rate
• 3 Yards Maximum Volume for 4 Days of Use	
Delivery & Removal of Container	\$141.30
Extra Dump	\$101.68
Daily Container Rental Charge Past 4 Days (per day fee)	\$6.88

COMMERCIAL SERVICE RATES

Commercial Services – Rate Per Month

Container	1 Stop/Wk	2 Stops/Wk	3 Stops/Wk	4 Stops/Wk	5 Stops/Wk	6 Stops/Wk
1 yard	\$119.28	\$232.19	\$335.79	N/A	N/A	N/A
1.5 yard	\$156.60	\$299.02	\$439.73	N/A	N/A	N/A
2 yard	\$202.08	\$386.39	\$570.31	\$764.92	\$957.72	\$1,153.76
3 yard	\$274.86	\$531.19	\$789.00	\$1,067.58	\$1,343.66	\$1,619.18
4 yard	\$356.39	\$697.73	\$1,038.21	\$1,406.57	\$1,771.53	\$2,135.71
5 yard	\$432.69	\$839.14	\$1,257.21	\$1,704.26	\$2,147.58	\$2,589.25
6 yard	\$495.06	\$965.80	\$1,456.36	\$1,975.59	\$2,489.92	\$3,003.35
8 yard	\$652.07	\$1,273.95	\$1,922.53	\$2,611.29	\$3,292.89	\$3,973.06

Extra Commercial Pick-Up

Container Size	Rate per Pick-up
1 yard	\$25.70
1.5 yard	\$35.98
2 yard	\$47.03
3 yard	\$68.25
4 yard	\$89.58
5 yard	\$110.91
6 yard	\$132.13
8 yard	\$173.59

- Extra Commercial Pick-Up Rates for additional container dumps (return trips).
- Container Compactor rate is 2.2 times the regular rate.
- Customers subject to Metro Ordinance No. 18-1418 Business Food Waste Requirement contact Republic Services.
- Extra material beyond the capacity of the container is charged \$29.02 per yard. Contamination fee of \$14.93 is assessed for recycling contamination.

Multi-Family Communities/Commercial Cart Service

Includes collection of mixed recyclables and glass; by special arrangement, may include collection of yard debris/organics that includes food waste.

Size	Rate per Month
35 gallon cart	\$25.84
65 gallon cart	\$39.49
90 gallon cart	\$49.47

Recycling Rates for Multi-Family Communities with Compactors or Train Systems

Number of Units	Rate per Month
1-99 *	\$154.93
100-199 **	\$2.72
200-299 **	\$2.14
300-399 **	\$1.88
400+ **	\$1.83

*minimum

** per unit

Additional Recycling Services – Drop Box and Commercial Customers

Container Size	Rate per Month Per Container
65 gallon *	\$17.91
95 gallon *	\$21.72
Metal Tote **	\$28.12
Cardboard Container for customers that have less than 4 cubic yards of flattened cardboard per month	\$28.12

* includes pick-up

** monthly rent, plus hourly rate

Miscellaneous Service Rates – Hourly Hauling Rate

Service	Rate per Hour
1 truck + 1 driver	\$117.80
1 truck + 1 driver + 1 helper	\$148.77

INDUSTRIAL DROP BOX AND ROLL OFF COMPACTOR SERVICE RATES

Drop Box/Compactor Haul Rates

Container Size	Haul Rate
10-29 yard drop box	\$150.00
30 yard drop box	\$167.00
40 yard drop box	\$186.00
10-19 yard compactor	\$158.00
20-29 yard compactor	\$175.00
30-39 yard compactor	\$233.00
40+ yard compactor	\$302.00

Additional Drop Box Fees

Service	Rate
Drop Box Delivery Fee	\$63.06
Fee for less than 1 haul per month	\$23.31
Round-trip box (per haul)	\$41.87
Return Trip Fee (Fee assessed when customer is not ready at appointed date/time, requiring a second, return trip to customer)	\$24.80
Mileage Fee (after 12 miles) (Fee is assessed for drop box / compactor hauls exceeding 12 miles from the point of collection to the disposal facility)	\$4.86
Landfill Surcharge (Surcharge is assessed when disposal is required at a landfill. The fee is to offset the additional time expended on-site)	\$49.58

Drop Box Rental Fees (Per Day and Per Month)

Drop Box Size	Rate/Day
10 yard - After 48 hours	\$10.07
20 yard - After 48 hours	\$10.07
30 yard - After 48 hours	\$11.07
40 yard - After 48 hours	\$13.25

Drop Box Size	Rate/Month
10 yard - Monthly	\$94.32
20 yard - Monthly	\$94.32
30 yard - Monthly	\$99.62
40 yard - Monthly	\$104.92

Rent charged is the lesser of the daily or monthly rent total.

SUPPLEMENTAL SERVICES RATES

Type of Service	Rate
Special Services Not Listed: Hauler will charge the reasonable cost of collection and disposal; charge to be related to a similar schedule fee where possible.	Cost of Collection/Disposal
Appliances:	
Large appliances that contain Freon (accessible at curb)	\$55.75
Large appliances without Freon (accessible at curb, Freon removal certificate required for pick up)	\$32.01
Bathtub / Sink / Toilet:	
Fiberglass tub/shower	\$49.55
Sinks without cabinet	\$18.60
Toilet	\$24.80
Carpets:	
Rug	\$18.60
E-Waste (Electronic Devices) Removal:	
TV under 25", PC monitor, laptop	\$18.60
TV over 25"	\$37.20
TV console, TV projector, copiers	\$49.55
Furniture:	
Hide-a-bed	\$49.55
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.	\$24.80
Large furniture – full sized couch, dining table, dresser, etc.	\$37.20
Mattresses:	
Twin mattress/box spring (set)	\$24.80
Double/queen mattress/box spring (set)	\$37.20
King mattress/box spring (set)	\$43.46
Miscellaneous / Other:	
Basketball hoop	\$49.55
Bicycle	\$18.60
Christmas tree	\$11.87
Entertainment center	\$61.68
Hot tub cover	\$61.68
Hot water heater	\$49.55
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$31.00
Waterbed bag	\$18.60
Windows (per window)	\$18.60

Tires:	
Tires with rims – Passenger or light truck	\$24.80
Tires without rims – Passenger or light truck	\$18.60
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate	Gate Rate
Return Trip Fee:	\$24.80
Minimum Charge:	\$18.60



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025		Subject: Resolution No. 3231 Authorizing Sole-Source Equipment Procurement for the Wastewater Treatment Plant Backup Ultraviolet Disinfection System Replacement Project (CIP No. 2109) Staff Member: Mike Nacrelli, PE, Senior Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3231.			
Recommended Language for Motion: I move to adopt Resolution No. 3231.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): WWTP Master Plan 2023 – Project #7	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The project team will provide an update on the Wastewater Treatment Plant (WWTP) Backup Ultraviolet (UV) Disinfection System project (Project) and a City of Wilsonville resolution authorizing sole source procurement of UV disinfection equipment.

EXECUTIVE SUMMARY:

This Project implements the replacement of the backup UV disinfection system at the WWTP identified in the 2023 Wastewater Treatment Plant Master Plan. The backup UV system (installed in 1993) has failed and is no longer supported by the vendor and therefore needs to be replaced. Replacing this failed backup system is critical to providing redundancy and reliability for the disinfection of treated wastewater effluent to protect public health and the environment.

A Preliminary Design Report (PDR) was completed in August 2024 to evaluate the most suitable options for replacing the backup UV system at the WWTP. After evaluating technical and cost information provided by three established vendors of UV systems, the PDR focused on two such systems with comparable performance criteria and life-cycle costs, ultimately recommending a Trojan system, due to lower anticipated long-term maintenance costs, avoids use of specialized equipment for UV bank removal, and easier (safer) maintenance access.

Staff recommends a sole-source procurement of the preferred UV disinfection system, in parallel with completion of the final design. Because these complex systems aren't readily interchangeable, the design must be completed with a preferred system in mind. A sole-source procurement of the UV disinfection system will simplify the final design while locking in the purchase price in advance of soliciting construction bids. With assistance from the design consultant, Brown and Caldwell, staff has negotiated the pricing, technical specifications, and contract terms with Trojan for purchase of the UV disinfection equipment. The purchase agreement with Trojan would ultimately be incorporated into the final bid documents and assigned to the construction contractor, who will be selected through a standard competitive bidding process.

A sole source procurement is allowed under Oregon public contracting laws if the City Council determines that at least one of four criteria outlined in ORS 279B.075(2) are met, based on written findings. In this case, the following criterion is met:

(2)(d) Other findings that support the conclusion that the goods or services are available from only one source.

Finding: The Preliminary Design Report completed in August 2024 (**Exhibit B**) recommended selection of the TrojanUVSigna system, due to several unique design features that make it the most suitable option for replacing the existing WWTP Backup UV System. Specifically, the TrojanUVSigna system:

- Is representative of latest-generation technology, has a longer future product lifetime, and is better suited for long-term operation at the WWTP.
- Has the lowest annual operating cost based on lower energy and maintenance costs.
- Places a lower maintenance burden on WWTP staff, given the automatic removal system for lifting UV banks from the channel, fewer lamps to replace, and a more advanced wiper system for UV lamp cleaning.
- Does not require installation of an additional jib crane and is therefore safer for the plant staff by eliminating the crane-based removal of UV banks.

If the City Council authorizes the sole source selection of Trojan Technologies to supply the replacement WWTP Backup UV System, the City must publish a notice for seven days prior to any contracting for such sole-sourced goods and services, pursuant to Oregon Administrative Rule 137-047-0275. Once the public notice period has ended, the purchase agreement with Trojan will be brought before City Council for consideration at a future meeting.

EXPECTED RESULTS:

The Project will provide system redundancy and capacity expansion for disinfection process at the City WWTP, to meet applicable discharge permit requirements for treatment of existing and future wastewater flows.

TIMELINE:

The equipment procurement process will be completed in early 2026. Final design of the Project is scheduled to be completed by August 2026, with construction anticipated for completion by September 2027.

CURRENT YEAR BUDGET IMPACTS:

Selection of the UV disinfection system vendor does not have budgetary impacts this current Fiscal Year. The cost for procurement of the UV disinfection system will be incorporated into the construction contract, which is budgeted as part of the City's five-year capital improvement plan.

COMMUNITY INVOLVEMENT PROCESS:

Staff will provide regular Project updates on the City web site, as the Project progresses.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Treated wastewater effluent disinfection is essential to protecting public health and the environment, in accordance with state and federal requirements. This Project will ensure adequate wastewater disinfection capacity now and into the future, serving anticipated growth through the year 2045.

ALTERNATIVES:

Instead of a sole-source equipment procurement, Council could direct staff to proceed with design assuming the preferred equipment and allow construction bidders to propose alternate systems that meet the design specifications. Staff does not recommend this approach, as post-bid design changes may be necessary to accommodate a different UV disinfection system, incurring additional design costs, delay in the construction schedule, and potentially increased maintenance costs, as documented in the PDR.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3231
 - A. Findings for Sole-Source Procurement – WWTP Backup UV System Replacement (CIP 2109)
 - B. WWTP Backup UV System Replacement Preliminary Design Report (August 2024)

RESOLUTION NO. 3231

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOLE-SOURCE EQUIPMENT PROCUREMENT FOR THE WASTEWATER TREATMENT PLANT BACKUP ULTRAVIOLET SYSTEM REPLACEMENT PROJECT (CAPITAL IMPROVEMENT PROJECT #2109).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2109, known as Wastewater Treatment Plant (WWTP) Backup Ultraviolet (UV) System Replacement project (the Project); and

WHEREAS, the City's engineering consultant, Brown and Caldwell, completed a WWTP Backup UV System Replacement Project Preliminary Design Report (PDR) dated August 23, 2024 recommending a sole source procurement of the TrojanUVSigna by Trojan Technologies attached hereto as **Exhibit B**;

WHEREAS, the City has made findings based on the results of the PDR supporting the sole-source selection of Trojan Technologies to supply the UV System for the Project attached hereto as **Exhibit A**; and

WHEREAS, the City may use sole-source procurements without competition when it is determined that at least one of four criteria outlined in Oregon Revised Statute (ORS) 279B.075(2) are met based on written findings attached hereto as **Exhibit A**.

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

Section 1. The City Council acting as the Local Contract Review Board incorporates and adopts the attached **Exhibit A** findings for sole source procurement and **Exhibit B** PDR accompanying this Resolution as if fully set forth as its findings.

Section 2. The City Council acting as the Local Contract Review Board authorizes the sole-source selection of Trojan Technologies to supply the replacement WWTP Backup UV System, subject to the seven-day notice period required under Oregon Administrative Rule (OAR) 137-047-0275.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of December 2025 and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. Findings for a Sole-Source Procurement – WWTP Backup UV System Replacement (CIP 2109)
- B. WWTP Backup UV System Replacement Preliminary Design Report (August 2024)

EXHIBIT A

Findings for a Sole-Source Procurement

WWTP Backup UV System Replacement (CIP 2109)

City of Wilsonville

General

Under ORS 279B.075(2)(d), a local contracting agency may award a contract for goods or services without competition if the agency determines in writing that the goods or services are available from only one source.

For the reasons set forth more fully below, it is recommended that a sole-source procurement method be utilized for the Wastewater Treatment Plant (WWT) Backup Ultraviolet (UV) System Replacement project, Capital Improvement Project (CIP) 2109.

In accordance with ORS 279B.075 and Resolution No. 3231 of the Wilsonville City Council in its capacity as the Local Contract Review Board, the following are findings which justify a sole-source procurement for the WWTP Backup UV System Replacement project.

Background

The City of Wilsonville WWTP Master Plan 2023 (MP) identified capital improvements needed to expand the capacity of the WWTP to accommodate anticipated growth through year 2045 and to replacing aging and outdated infrastructure. The existing backup UV system at the WWTP was installed in 1993 and is no longer supported. A replacement is necessary to provide system redundancy, as well as capacity for extreme high-flow events. A Preliminary Design Report (PDR) completed in August 2024 recommended a TrojanSignaUV system, due to several unique design features that best meet the City's long-term needs.

Findings

Pursuant to ORS 279B.075(2)(d), the following Findings justify a sole-source procurement of the TrojanUVSigna system for the WWTP Backup UV System Replacement project. The TrojanUVSigna system:

- Is representative of latest-generation technology, has a longer future product lifetime, and is better suited for long-term operation at the WWTP.
- Has the lowest annual operating cost based on lower energy and maintenance costs.
- Places a lower maintenance burden on WWTP staff, given the automatic removal system for lifting UV banks from the channel, fewer lamps to replace, and a more advanced wiper system for UV lamp cleaning.
- Does not require installation of an additional jib crane and is therefore safer for the plant staff by eliminating the crane-based removal of UV banks.



EXHIBIT B

Item 18.

Technical Memorandum

6500 SW Macadam Avenue, Suite 200
Portland, OR 97239

T: 503.244.7005

Prepared for: City of Wilsonville, Oregon

Project Title: WWTP Backup UV System Replacement Predesign

Project No.: 195468

Technical Memorandum

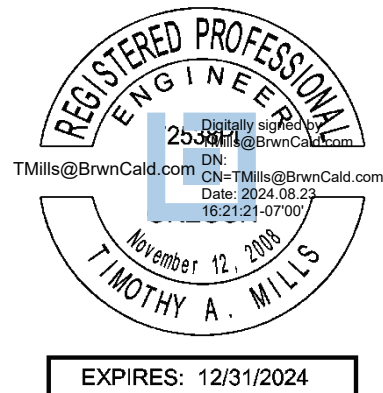
Subject: Preliminary Design Report

Date: August 23, 2024

To: Mike Nacrelli, Plant Manager,
City of Wilsonville

Nathan Dryden, Operations Manager,
City of Wilsonville

From: Tim Mills, Project Manager,
Brown and Caldwell



Prepared by: 
Adam Festger, UV Process Specialist

Reviewed by: Erin Mackey, PhD*

*Professionally registered elsewhere.

Limitations:

This document was prepared solely for the City of Wilsonville in accordance with professional standards at the time the services were performed and in accordance with the contract between the City and Brown and Caldwell dated January 29, 2024. This document is governed by the specific scope of work authorized by the City of Wilsonville; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Wilsonville and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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Section 1: Project Background

The City of Wilsonville (City) Wastewater Treatment Plant (WWTP or plant) treats wastewater with a conventional process, disk filtration, and ultraviolet (UV) light disinfection. Treated water exits the plant and flows to the Willamette River.

As part of a secondary treatment process upgrade constructed in the early 1990s, a TrojanUV4000 disinfection system was installed. In 2014, a second UV channel was added. This new channel contains a Veolia (then Ozonia) Aquaray 3X HO vertical-lamp UV system (Aquaray system). This unit currently operates as the primary disinfection system.

In 2022, Trojan informed the City that the TrojanUV4000 system would no longer be supported. Further, plant staff reports that the system does not currently operate due to a malfunction associated with the human-machine interface (HMI). Given the lack of replacement parts and high costs associated with maintenance-related to the ending of support-the City has not attempted to repair the system. The City plans to replace the TrojanUV4000 with a new UV disinfection system, which is the subject of this preliminary design report.

The City has received a National Pollutant Discharge Elimination System (NPDES) permit from the Oregon Department of Environmental Quality dated August 2020, that includes limits for *Escherichia coli* (*E. coli*). NPDES permit limits are shown in Table 1-1.

Table 1-1. <i>E. coli</i> /NPDES Permit Limits	
Description	Value
<i>E. coli</i> -Monthly Geometric Mean	126 colony forming units per 100 milliliters (cfu/ 100 mL)
<i>E. coli</i> -Maximum Single Sample	406 cfu/ 100 mL

The City is required to sample effluent twice per week. These requirements are consistent for the discharge of Class D quality effluent to the Willamette River. No chlorine is permitted in discharged water, and disinfection is accomplished using UV light.

Section 2: Existing TrojanUV4000 System

The existing TrojanUV4000 UV disinfection system is located on the southeast corner of the Wilsonville WWTP. Immediately adjacent to the TrojanUV4000 channel is the Ozonia/Veolia Aquaray system. The UV systems are downstream of secondary clarification and filtration and immediately precede the outfall.

The TrojanUV4000 system, shown on Figure 2-1, was installed in 1993. The channel is designated as Channel 1 as it was the original UV system on site. The system consists of two banks in the same channel, in series, and it currently operates as the plant’s standby UV system. The water level in channel 1 is controlled by a downstream, motorized weir gate. It is 48 inches wide upstream and downstream of the TrojanUV4000, and then narrows to 40 inches around the UV system itself, as shown in Table 2-1. The dimensions of the TrojanUV4000 design, and given that the reactor itself is grouted into the channel, means that extensive demolition will be required to remove the existing system and condition the channel to receive the replacement system. In other words, the existing UV channel was designed to the requirements of the TrojanUV4000, and modifications to the UV channel will be required to install a new UV disinfection system.



Figure 2-1. Existing TrojanUV4000 system

Table 2-1. Existing Channel 1 Dimensions

Description	Value
Operating floor elevation ^a	96.36 feet (ft)
Available channel length	~56 ft (from inlet to effluent structures)
Channel width	48 inches upstream and downstream of the UV system, 40 inches at the UV system
Channel depth (channel floor to top of grating)	12 ft
Head loss across UV system at 8.0 mgd	25.7 inches

Abbreviation: mgd = million gallons per day

a. Note that in 2014, the plant datum was adjusted from National Geodetic Vertical Datum of 1929 (NGVD 29) datum to North American Vertical Datum of 1988 (NAVD 88) datum. These numbers reflect the elevation relative to the new datum.

The TrojanUV4000 system and the primary Aquaray system were designed according to the parameters listed in Table 2-2.

Table 2-2. Design Basis of Existing UV Systems		
Description	TrojanUV4000 (1993)	Aquaray System (2012)
Design UV dose (mJ/cm ²)	25	30
UV transmittance (UVT)	55%	55%
Total suspended solids (TSS)	Unknown	5 to 30 mg/L (per the 2012 specifications)
Flow rate (mgd)	8.0 (per hydraulic profile on record drawings, 1995)	8.0 (per the 2012 specifications)

Abbreviations: mg/L = milligrams per liter, mJ/cm² = millijoules per square centimeter

Section 3: Existing UV System Design Parameters

This section details relevant water quality and design parameters to be considered in the design of the replacement UV system.

3.1 Design Basis for UV Transmittance

The WWTP does not use an online ultraviolet transmittance (UVT) monitor, nor does it currently have a protocol for monitoring UVT periodically with grab samples. For this reason, confirmation data related to ongoing UVT is not available. In situations such as this in plants using media filtration upstream, a common conservative design UVT is 55 percent. Given that this was used for previous designs as shown previously in Table 2-2, Brown and Caldwell (BC) recommends retaining 55 percent as the design UVT.

At the site visit in May 2024, BC brought a bench-top UVT monitor (a Real Tech RealUV254 portable unit) to the site to conduct a grab sample UVT check. BC and Jacobs staff collected a 250-mL sample from the effluent in Channel 2 in the overflowing weir trough. This sample was brought into the lab where the test cuvette was rinsed, calibrated, and the water tested for UVT. Milli-Q water was used as the calibration solution (100 percent UVT) and rinse agent. To perform the UVT measurement of the collected effluent, the cuvette was rinsed and filled three times with the sample, and UVT measured for each fill. UVT results of 68.4 percent, 68.3 percent, and 68.2 percent were obtained. The average was 68.3 percent. This UVT was well above the design level of 55 percent. Although it represents a single sample and single snapshot of UVT, this water quality value and the fact that the system has remained in compliance with an operator-entered UVT of 65 percent (and subsequently used in the UV system's calculated dose algorithm) indicates that the upstream processes are producing relatively high UVT water and supports a 55 percent design UVT as appropriate conservatism.

3.2 Design Basis for UV Dose

The original design UV doses for the systems in Channels 1 and 2, listed previously in Table 2-2, note the different design doses. The Aquaray system installed in Channel 2, i.e., the unit treating effluent, operates at a relatively consistent reported UV dose of 33 mJ/cm² based on the monthly reports. BC presumes that this is the 30 mJ/cm² design dose plus an operational safety factor of 10 percent. However, without real-time UVT monitoring, which is not currently in place, the UV dose reported by the HMI is inaccurate. If the UVT is lower than the entered value of 65 percent, then the actual delivered dose is lower. If higher, then the delivered dose is higher.

To understand whether the combination of entered UVT, calculated UV dose, and flow rate consistently resulted in meeting permit limits, BC examined *E. coli* data in monthly reports. Figure 3-1 presents the results of weekly sampling from January 2023 through January 2024. The majority of effluent *E. coli* measurements were below 5 Most Probable Number (MPN)/100 mL. Note that the plant’s requirement is not to exceed 126 MPN/100 mL monthly geometric mean, and no single sample is to exceed 406 MPN/100 mL.

There were two exceedances in the period examined, to 893 and 596 MPN/100 mL in April and November 2023, respectively. The first event was considered anomalous as subsequent samples returned to an acceptable level. The second event was correlated with an algae event that was subsequently corrected. Note that TSS was high at the same time as the November sample and may have been a contributing factor (see Section 3.4).

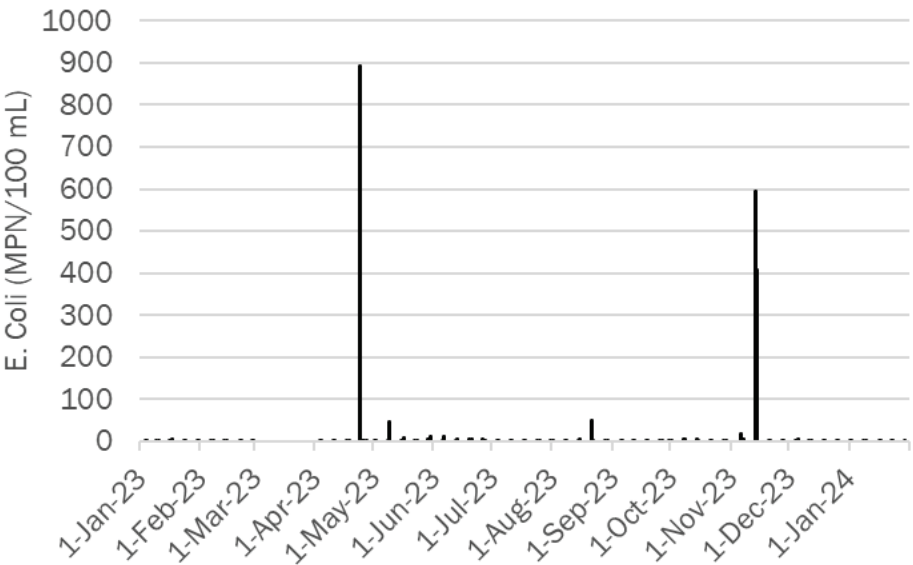


Figure 3-1. *E. coli* results, January 1, 2023, through January 31, 2024

Note that the literature values for the UV dose required to accomplish 1-log reduction of various species of *E. coli* ranges between 2.5 and 4 mJ/cm². The literature values for UV dose required to accomplish 4-log reduction of similar strains of *E. coli* ranges between 8 and 15 mJ/cm² (Malayeri et. al., 2006). Therefore, a design dose of 30 mJ/cm² provides a safety factor relative to observed literature dose values for *E. coli*.

From the examination of the previous design and literature doses, the performance of the existing UV system at that design dose, and results of *E. coli* sampling in 2023-2024, BC concludes that a design dose of 30 mJ/cm² is appropriate for the Channel 1 replacement UV system.

3.3 Design Basis for Flow Rate

Figure 3-2 presents recent flow data from the facility. This represents flow that would have passed through the Aquaray-system-equipped Channel 2. The average flow is 2.3 mgd based on the influent flow meter and 2.56 mgd based on the effluent flow meter. Peak flows within the available data set were 4.9 and 5.2 mgd based on the influent and effluent flow meters, respectively, and occurred in January 2024. The Aquaray system installation has a maximum flow rate of 8 mgd per the 2012 specifications. The channel, however, can accept a maximum flow rate of 8.8 mgd per the 2023 master plan. BC recommends that the design flow capacity of the Channel 1 replacement UV system match the flow rate that channel 1 is capable of accepting (i.e., 8.8 mgd).



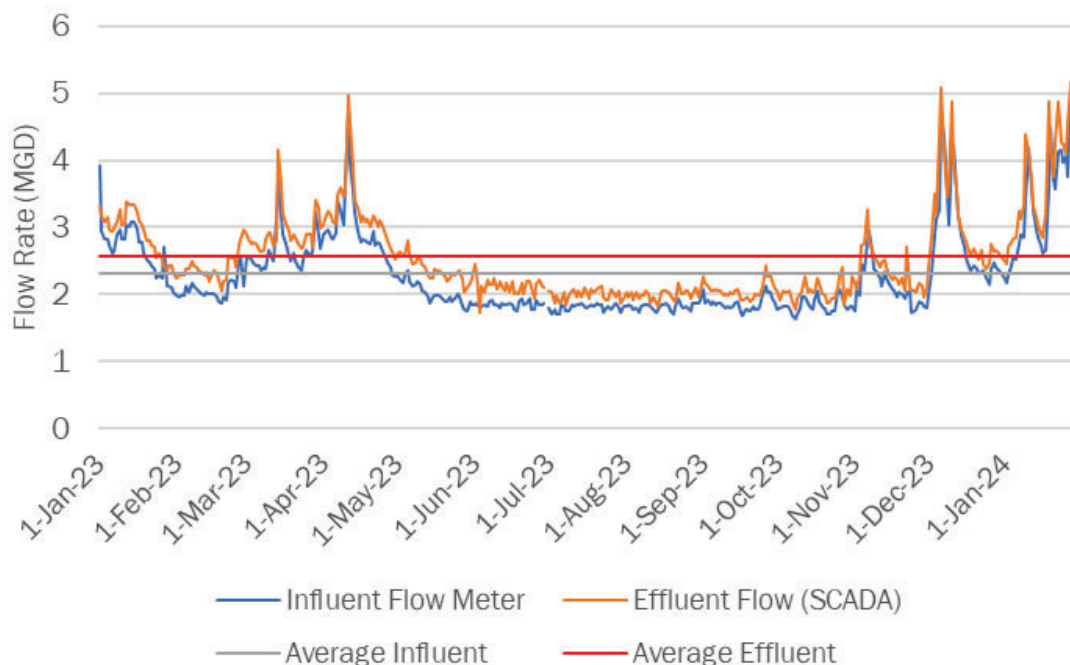


Figure 3-2. Flow rate, January 1, 2023, through January 31, 2024

3.4 Design Basis for Total Suspended Solids

Figure 3-3 presents available data for TSS. The average of all data is 4.9 mg/L, with a peak of 23 mg/L in June 2023. Based on the data, BC recommends a design maximum TSS of 25 mg/L.

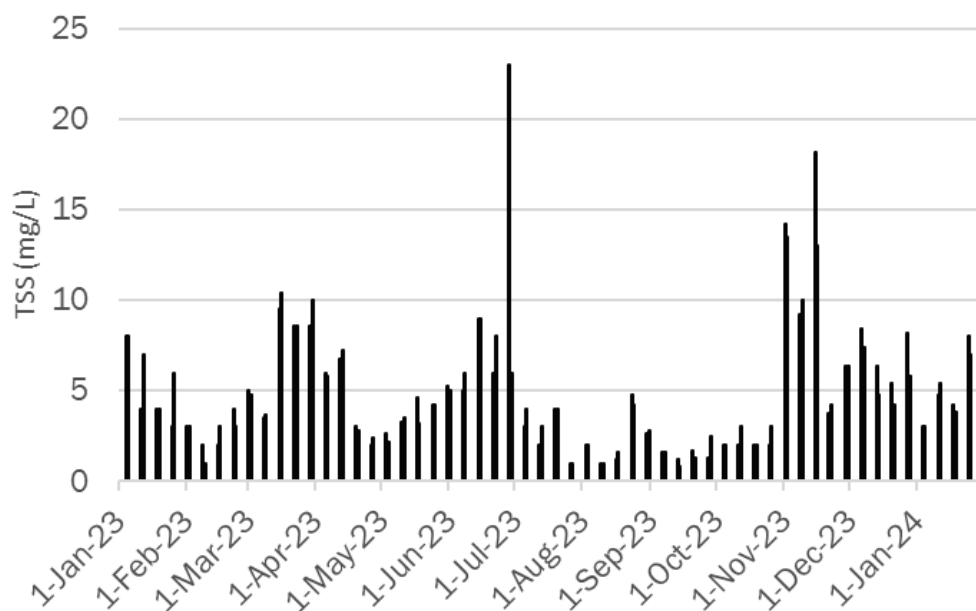


Figure 3-3. Total suspended solids, January 1, 2023, through January 31, 2024

3.5 Hydraulic Profile and Maximum Available Headloss

The hydraulic profile that was updated in 2019 is excerpted and included in Attachment A. This profile suggests that at 8.8 mgd, the existing TrojanUV4000 presents a headloss of 25.7 inches of water (inch H₂O).

The low pressure, high-output UV systems being considered for the retrofit are more sensitive to the water level change from the UV system influent to the effluent, and provide the ability to maintain required water layers and prevent submersion of key electrical components. The water level above the first bank of lamps, for example, must not be of a height (i.e., above the functional arc length of lamps) that creates a low UV dose pathway while, simultaneously, lamps must remain submerged at the downstream end of the UV banks to prevent overheating and operation in air. Therefore, the headloss across the UV system itself is balanced with the allowable water levels at influent and effluent. Designers consider this headloss together with the weir or gate headloss to design a system that works within the context of the UV system/weir and the overall system hydraulic profile. This scenario is different for each UV system configuration. Note that the headloss of the proposed UV systems is much lower than the headloss associated with the existing TrojanUV4000 (i.e., less than 3 inch H₂O). Each manufacturer has proposed a weir/gate/water level combination that will accommodate the flow rates for a replacement system in Channel 1.

3.6 Recommended Design Conditions

Table 3-1 summarizes the recommended design values of flow, UVT, and UV dose, as well as additional water quality parameters, including TSS. These design values provide appropriate conservatism and are supported by historical operational data.

Table 3-1. Recommended Design Conditions for UV System Retrofit		
Description	Value	Units
Peak Design Flow	8.8	mgd
Average Flow	2.59	mgd
UVT	55	%
Turbidity	<3.5	Nephelometric turbidity units (NTU)
TSS	<25	mg/L
Fouling Factor and End-of-Lamp-Life Factor	per manufacturer	
Design Dose	≥30	mJ/cm ² (MS2 reduction equivalent dose [RED] based on an MS2 bioassay validation)
System Configuration, redundancy	Single channel, N+1 bank configuration	
Rated headloss of existing TrojanUV4000 (including fixed weir level control)	25.7	inches (at 8.0 mgd)
Avg. Monthly <i>E. coli</i> based on geometric mean	<126	cfu/ 100 mL
Max Day <i>E. coli</i>	<406	cfu/ 100 mL

3.7 Observations of Mechanical, Structural, and Electrical Site Conditions

A three-person BC team visited the site on May 21, 2024. Flow was observed to be 2,053 gallons per minute (2.96 mgd) through Channel 2. The existing Aquaray system was operational and was disinfecting effluent. There was no flow in Channel 1. Water at a level of approximately 8 ft was stagnant in Channel 1. The TrojanUV4000 system was not operational, and no attempt was made to activate the system. An overall view of the UV area containing both UV systems is shown on Figure 3-4.



Figure 3-4. Existing Wilsonville WWTP UV disinfection area

3.7.1 Mechanical

As noted, the plant operates currently with all flow directed to Channel 2 for disinfection. Plant staff advised that there is a 7.0-mgd threshold value for activation of Channel 1. With recent peak flows significantly less than 7.0 mgd (and less than the 8.8-mgd design flow rate of the Veolia system in Channel 2), plant staff advises that there has been no recent reason to activate Channel 2. The 2023 master plan assumes a 2.9 percent annual population growth rate, resulting in an expected 2045 peak flow rate of 17.6 mgd.

To activate Channel 1, directing flow from Channel 2 to Channel 1 following a 15-minute lamp warm up period of the UV system in Channel 1 is accomplished by operators manually opening an isolation gate at the influent of Channel 1 and manually operating the valve at the inlet to channel 2. The motorized weir gate at the effluent end of Channel 1 is then adjusted incrementally to adjust water level to maintain submergence of lamps. Note that overdosing of UV light may occur under some flow and water quality conditions to maintain submergence of UV lamps.

Note also that the gates are not modulated automatically for flow pacing, and flow is measured in Channel 1 based on position setpoints of the weir gate and an equation in the operation and maintenance (O&M) manual. This manual process is suitable for temporary scenarios only. When flows return to below 7.0 mgd, or when Channel 2 is ready to be returned to service, operators manually actuate the respective isolation valves/gates to return flow to Channel 2. Note that the Channel 2 isolation valve is buried in the yard upstream of the channel and will be open during normal operation when flow is moving through Channel 2.

The Parshall flume shown in the 1993 record drawings was previously removed. The BC team was not able to verify the presence of the Parshall flume foundation shown on Figure 3-5 due to the presence of standing water in the channel. The record drawings are unclear. If this foundation is present, it will need to be removed by the contractor.

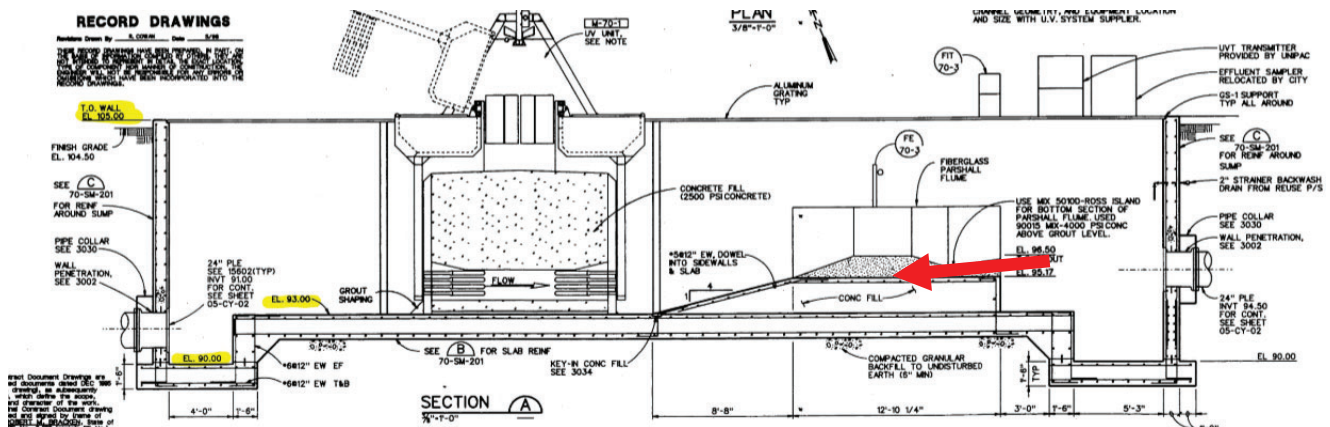


Figure 3-5. Concrete fill supporting the former installation of a Parshall flume

Manual operation of the jib crane during the site visit to evaluate the potential to reach Channel 1 revealed that the crane does not have sufficient reach to lift modules out of Channel 1 (in addition to Channel 2, for which it was designed). For this reason, if the Channel 1 replacement UV system requires a crane to lift modules out of the channel, a new jib crane will be required.

While the Channel 2 system is not designed to include in-channel redundancy, the overall system operates with functional redundancy when Channel 1 is available for operation at flows up to 7.0 mgd. As Channel 1 is not operational currently, the only redundancy available is in the non-operating banks of the Channel 2 UV system. Given the relatively low design UVT and the lower average flow relative to design flow, the system typically operates with only one (or possibly two) of the three banks available, leaving at least one as functionally redundant. However, this applies in the scenario where UVT is higher and flow is lower than the design point and will not provide redundancy when flow increases in the future.

3.7.2 Structural

The BC team measured Channel 1 and dimensions were found to match the as-built drawings. The width of the channel in the area of the UV system is 40 inches (48 inches upstream and downstream of the UV system) and 12 ft in depth. A cursory inspection of the channel walls above the water line revealed no obvious deterioration. The contractor should field verify these values.

The existing TrojanUV4000 was grouted into the Channel 1. That is, a grout mixture encases the stainless-steel frame of the UV system as it sits in the channel. The grouting took place after the channel walls were formed and after the UV system itself was placed into the channel. For this reason, a seam exists between the concrete channel walls and the grouting that surrounds the UV system. This seam is shown on Figure 3-6. Removal of the existing TrojanUV4000 is described in a later section.



Figure 3-6. Grout-channel interface in the area of the TrojanUV4000

3.7.3 Electrical and Instrumentation

The total connected load of the proposed equipment is lower than the existing TrojanUV4000 equipment. For this reason, BC has made the preliminary conclusion that the existing electrical system is able to support the new equipment with the addition of appropriate transformers. Additional field work during detailed design is needed to confirm specific equipment that can be reused and to resolve record drawing discrepancies in the electrical room. Further, while foundational instrumentation will remain similar (e.g., a level sensor for water detection in channel 1), the updated UV system will use additional UV intensity sensors on each UV bank to monitor operation and control UV dose delivery. A local control panel for the UV equipment will accommodate the additional complexity and connect with the plant SCADA system in the electrical room. Specific electrical and instrumentation (E&I) improvements will, in part, be based on the selected UV manufacturer.

A magnetic flow meter installed upstream of Channel 2 reports flow through the UV channel. This flow rate is entered into the Channel 2 programmable logic controller (PLC) and is input into the UV system control for dose pacing. The flow rate is displayed on a user interface near the influent of Channel 2. The flow meter data display is shown in Figure 3-7.



Figure 3-7. Flow meter display

As discussed above, BC noted that the plant does not currently use a UVT monitor to provide real-time UVT measurement in water passing through the UV system. Rather, plant operators enter a UVT measurement manually. Staff did not indicate that they conducted periodic measurements to check that the UVT was above the entered value (of 65 percent), though on the day of the site visit, UVT was measured at 68.3 percent.

Section 4: UV Equipment Alternatives

4.1 UV Equipment Alternatives Investigated

BC obtained detailed and updated proposal information from Veolia, Trojan, and Wedeco for a replacement UV system for Channel 1. The UV manufacturers provided budget proposals and general arrangement drawings for review (Attachment A). Table 4-1 summarizes the proposed configurations and budget pricing.

Table 4-1. UV System Alternatives Information

Item	Manufacturer		
	TrojanUVSigna	Veolia Aquaray 3X	Wedeco Duron 600
Number of Channels	1	1	1
Number of Banks/Modules per Channel	4	3	5
Number of Lamps per Bank/Module	8	36	12
Number of Redundant Banks	1	1	1
Total Number of Lamps	40	144	60
Watts per Lamp	1,000	400	600
Lamp Guarantee (hours)	15,000	16,000	14,000
Number of Intensity Sensors	4 (one per bank)	3 (one per bank)	5 (one per bank)
Sleeve Wiping	Yes, chemical/mechanical	Yes, mechanical	Yes, mechanical
Method for Removing Modules from Channel	Automatic Raising Mechanism (integral to system)	Jib crane (not included in budget price)	Automatic Raising Mechanism (integral to system)
System Rating	6P (modules), NEMA 4X (power distribution centers and system control center)	IP68 (modules), NEMA 4X (power supply units)	Quoted as Type 12
Number of Power Supply Units	1	1	1
PLC	Allan-Bradley Compact Logix	Allan-Bradley Compact Logix	Allan-Bradley Compact Logix
Maximum Power Draw (kW)	43.9	58.4	42.1
Power Requirement for Main Power Distribution	480/277V, 3 Phase, 60 Hz, 4 Wire + GND, 36.2 kVA	400V/3 Phase/60 Hz	480V, 3 Phase, 4 Wire + GND (WYE)
Quoted Maximum TSS (mg/L)	20	10	30
Headloss Across UV system including Weir (at 8.8 mgd, without redundancy with redundancy)	5.0 6.3	5.3 6.4	19.8 20.4
Level Control Proposed	Fixed Weir (finger type, similar to the existing channel 2 weir)	Fixed Weir (finger type, similar to the existing channel 2 weir)	Downward opening gate
Flow Conditioners	2 (included)	1 (included)	None
Quoted Price Without Redundancy	\$465,550	\$385,000	\$345,000 (Type 12)
Quoted Price With Redundancy	\$548,500	\$435,000	\$380,000
Estimated Additional Capital Investment for Jib Crane	NA	\$53,000	NA
Additional Capital Investment for UVT Monitor	Est \$16,000	Est \$16,000	Est \$16,000

Abbreviations: GND = ground, Hz = hertz, kVA = kilovolt ampere, kW = kilowatt, NEMA = National Electrical Manufacturers Association, V = volt

Table 4-2 presents details of the required modifications to the existing Channel 1.

Table 4-2. UV System Channel Size and Modification Information

UV Model	Required Channel Dimensions	Modification/Impact to Existing Conditions
TrojanUVSigna	Channel Length Required Without Redundancy: 31.6 feet	<ul style="list-style-type: none"> Channel floor would need to be raised 1.9 ft Channel would need to be narrowed 9.3 inches
	Channel Width: 30.72 inches	
	Channel Depth: 93.6 inches	
Veolia Aquaray 3X	Channel Length Required Without Redundancy: 24.5 feet	<ul style="list-style-type: none"> Channel floor would need to be raised 3.38 ft Channel would need to be narrowed 10.5 inches
	Channel Width: 29.5 inches	
	Channel Depth: 84 inches	
	Water Depth: 62 to 69 inches	
Wedeco Duron 600	Channel Length Required Without Redundancy: 40 feet	<ul style="list-style-type: none"> Channel floor would need to be raised approximately 3 ft Six total banks (including redundancy) leads to a length that is relatively long; the longer fixed weir will require widening of the channel
	Channel Width: 29.5 inches	
	Channel Depth: 74.8 inches	
	Water Depth: 42.1 inches (at gate)	

4.2 System Selection Considerations

All three systems presented will fit in the existing Channel 1, will operate within the plant's electrical system capacity, and, with different levels of channel modification, will meet the hydraulic requirements of peak flow conditions. A discussion of the installation requirements, advantages/disadvantages, and O&M requirements of each system is provided in this section.

4.2.1 TrojanUVSigna

Trojan manufactured the original TrojanUV4000 in Channel 1. The City is, therefore, familiar with Trojan as a manufacturer. The TrojanUVSigna is a system Trojan designed to replace the TrojanUV4000 units, and it fits well into the channel at Wilsonville. Required modifications were detailed previously in Table 4-2.

Trojan has recommended four duty banks with a total of 32 lamps. If a redundant bank is selected, an additional 8 lamps will be installed for a total of 40. The system requires a narrower channel than existing (by 9.3 inches). Concrete will be used to adjust the channel width. The length of the installed UV banks themselves require a channel length of approximately 40 ft (with redundancy). The length of the proposed TrojanUVSigna is well within the available length. Designed with fixed weir, the headloss of the UV system (3.2 inches with redundancy) is significantly lower than the existing TrojanUV4000 headloss (estimated at 25.7 inches at 8 mgd).

Trojan has recommended two, 50-percent porosity, flow conditioners at the entrance to the channel. Trojan included these flow conditioners in its proposal.

The Trojan system employs dose pacing control that makes use of sensor readings of UVI in the dose control algorithm. The online intensity measurement measures UVI in the water and accounts for lamp output and sleeve fouling. This is combined with real-time UVT data (measured by an online monitor) to accomplish dose pacing through a range of effluent conditions. The system proposed contains a mechanical-chemical wiping system to clean quartz sleeves. This system will likely reduce the manual cleaning requirements that are currently required by the existing Veolia duty system in Channel 2. In addition, the TrojanUVSigna system incorporates an integral module lifting system that provides module access without the need for a crane.

This provides a simpler footprint and enhanced operator safety while eliminating the requirement of an additional jib crane for Channel 1.

The TrojanUVSigna system uses a 1,000-watt (W) lamp. The relatively high wattage of the lamp leads to a relatively low total lamp count (compared to other low-pressure, high-output lamp-based systems). Trojan warrants the lamp for 15,000 hours.

The UV banks will need a 480-V, 3-phase, 4-wire power supply and will present a total connected load of 43.9 kW. The new TrojanUVSigna system will require a transformer.

All electrical cabinets will be rated NEMA 4X given the outdoor installation. Additionally, the TrojanUVSigna UV module is 6P rated and can withstand submergence for up to 24 hours. This offers system protection should a flooding event occur.

The Trojan system is manufactured in London, Ontario, Canada. Trojan warrants the equipment for 12 months following startup or 18 months after delivery, whichever occurs first.

The TrojanUVSigna meets the design basis treatment requirements. While the system will require some modifications to Channel 1, the lay length of the duty/redundant banks and the recommended fixed weir fits within the existing UV channel's available dimensions. The TrojanUVSigna will consume less energy than the existing TrojanUV4000, and therefore, the existing electrical system will power the new UV unit without substantial modification to the electrical system. Plant staff can expect that equipment maintenance for the TrojanUVSigna will be relatively lower than that required for the existing Veolia system owing to the chemical/mechanical cleaning, fewer lamps, and integral lifting system used to raise the lamps out of the channel. The final design will address additional considerations such as detailed analysis of the existing electrical and structural conditions and requirements for the UV system retrofit.

4.2.2 Veolia Aquaray 3X

Veolia (then Ozonia) manufactured the Aquaray system currently operating in Channel 2. This unit operates as the duty UV system. Installing a similar Veolia Aquaray 3X system in Channel 1 presents advantages, at least in the near term, including familiarity with operations procedures. However, the existing system is more than 10 years old and at the midpoint of its life cycle. The 2023 master plan projects replacement in 2040. Note however, that the proposed replacement system uses a newer-generation ballast and sensor technology. For this reason, the City would need to maintain two separate stores of ballasts and sensors between the two systems. Veolia has proposed an option to provide a new power supply unit and new UV modules for the existing Channel 2 system, which would upgrade the existing system to current technology. This would allow the City to unify parts storage for both systems, but would require an additional capital investment, quoted by Veolia at \$100,000 for the new power supply only and \$210,000 for new power supplies and new modules. The City would need to hire a contractor to install the new equipment at unknown cost.

A Veolia Aquaray 3X system would fit into the existing Channel 1 with minor modifications. The Aquaray requires a narrower channel than the existing TrojanUV4000 channel (29.5 inches versus 40 inches), and a 3.38-ft-shallower depth. Concrete will be used to adjust channel dimensions. Veolia has recommended three duty banks, each with 36 lamps. The addition of a redundant bank would add 36 lamps and bring the total to 144 lamps. The system uses a lower wattage lamp than TrojanUVSigna (400 W compared to 1,000 W) and for this reason requires more lamps to accomplish disinfection objectives. The length required for the installed UV banks is approximately 33 ft including redundant banks, plus length for the finger weir, which is within the available length. Headloss (6.4 inches) is also significantly lower than the existing TrojanUV4000 (which, as mentioned previously, is estimated at 25.7 inches at 8 mgd).

Veolia has proposed a fixed weir for level control with a length of 624 inches. A fixed weir, or weir trough, presents a robust, low-maintenance method of level control that matches the strategy used by the Aquaray

system in Channel 2. Matching the effluent structures would make it more likely that an acceptable passive flow split would be possible. Careful matching of headloss in final design will minimize headloss differences between the channels with the objective of eliminating the need for active flow control between the channels. Veolia has recommended a single flow conditioner at the entrance to the channel to facilitate well-distributed flow across the lamps in the channel.

Like Trojan, Veolia also incorporates features to reduce O&M costs by minimizing energy consumption and extending lamp life. For example, the Aquaray system employs dose pacing algorithms that account for changes in UVT, UVI, and flow rate. The online sensor intensity measurement measures UVI emitted from the lamps in the water and thereby accounts for lamp output and sleeve fouling. This would be combined with real-time UVT data measured by an online monitor to control the number of lamps and the power level of operating lamps with the target of optimizing dose delivery.

Veolia employs a mechanical wiping system to clean quartz sleeves. The existing Veolia Aquaray system in Channel 2 is also equipped with a mechanical wiping system, but operators report that weekly manual cleaning is required to maintain sleeve cleanliness. This procedure includes removal of UV banks, soaking in an acid bath, and reinstallation. It is anticipated that a new Veolia Aquaray in Channel 1 would require a similar cleaning regimen. The new Veolia Aquaray system would also require a new jib crane to remove the modules from the channel. As noted above, the existing crane will not work for both channels. Veolia has not included this crane in its quotation.

The Veolia Aquaray system uses a 400W lamp that is warranted for 16,000 hours. Veolia warrants the equipment for 12 months following startup or 18 months after delivery, whichever occurs first.

The UV banks would be supplied by a 400V, 3-phase, 60-Hz electrical supply and presents a total connected load of 58.4kW. This connected load is approximately 30 percent larger than the TrojanUVSigna. Like the Trojan option, the new UV system would also require a new transformer. All electrical cabinets, given the outdoor installation, will be rated NEMA 4X.

The Veolia Aquaray UV module is IP68 rated and can withstand submergence of 1 meter for up to 24 hours. This offers system protection should a flooding event occur.

The Veolia Aquaray also meets the design basis treatment requirements. While the system will also require some modifications to the channel, including a narrowing, a raising of the floor, and a modification of the effluent structure, the lay length of the duty/redundant banks fits within the Channel 1 available dimensions. The Veolia Aquaray will consume less energy than the existing TrojanUV4000, and therefore, the existing electrical system will power the new UV unit without substantial modification to the electrical system. Plant staff will be familiar with the operation of the Aquaray given their experience with the similar system in Channel 2. The final design will address additional considerations, such as detailed analysis of the existing electrical and structural conditions and requirements for the UV system retrofit.

4.2.3 Wedeco Duron 600

Wedeco has proposed the Duron 600 model for the replacement of the TrojanUV4000 in Channel 1. Required modifications were detailed previously in Table 4-2.

Wedeco has recommended five duty banks with a total of 60 duty lamps. If a redundant bank is selected, an additional 12 lamps will be installed for a total of 72. The system requires a narrower channel than existing (by 10.5 inches). Concrete will be used to adjust the channel width. The length of the installed UV banks themselves require a channel length of approximately 44 ft (with redundancy). The length of the proposed Wedeco Duron 600 is within the available length. However, Wedeco advises that their fixed weir design would require widening of the channel. The headloss of the UV system itself, without the effluent level control, is 3.8 inches with redundancy. Addition of a downward opening gate, as quoted, adds 16.6 inches for a total of 20.4 inches. While this is significantly lower than the existing TrojanUV4000 headloss

(estimated at 25.7 inches at 8 mgd), this headloss would be significantly higher than Channel 2 headloss. If Wedeco is selected, additional work to design and cost a low-headloss fixed weir, will be required. Wedeco has not proposed flow conditioners at the entrance to the channel in their initial quotation but would likely be required in final design.

The Wedeco system also employs dose pacing control that makes use of UVT and UVI in the dose control algorithm, with the objective of minimizing operational cost. The system proposed contains a mechanical wiping system to clean quartz sleeves. In addition, the Wedeco Duron system incorporates an integral module lifting system that provides module access without the need for a crane. Like Trojan, this provides a simpler footprint and enhanced operator safety while eliminating the requirement of an additional jib crane for Channel 1.

The Wedeco Duron system uses a 600 W lamp. Wedeco warrants the lamp for 14,000 hours. Wedeco warrants the equipment for 12 months following startup or 18 months after delivery, whichever occurs first.

The UV banks will need a 480-V, 3-phase, 4-wire power supply and will present a total connected load of 42.1 kW. The Wedeco Duron system will require a transformer.

The Wedeco Duron 600 meets the design basis treatment requirements. BC, however, has concerns related to the length of the system and the ability to accommodate a low-headloss fixed weir. The 6 banks (with redundancy) will limit the length of the fixed weir and likely lead to the requirement that the channel be widened in the area of the weir. Given this uncertainty and potential additional installation cost, BC did not proceed with a full Class 4 cost evaluation and NPV of the Wedeco Duron.

4.2.4 Water Analysis to Confirm Design Dose

BC recommends that the plant send water to at least one of the manufacturers to perform collimated beam analyses. This procedure will confirm that the recommended minimum UV dose of 30 mJ/cm² is sufficient to accomplish disinfection. UV manufacturers typically do not charge for this service. BC notes that the existing Aquaray system operates at this programmed UV dose, and that as shown on Figure 3-1, *E. coli* inactivation is generally successful. This leads to the observation that this UV dose is sufficient; however, further analysis would benefit the project and give the City added assurance that the design dose is sufficient.

4.2.5 Schedule

BC recommends and anticipates the following schedule for the retrofit. Given that the City currently does not have a functional backup UV system, BC believes that time is of the essence.

- **August 2024–February 2025:** Final design
- **March 2025–July 2025:** Procurement of contracting services
- **July 2025–May 2026:** Long-lead item purchase orders, submittals, and manufacturing/shipping
- **May 2026–August 2026:** Construction
- **August 2026–December 2026:** Commissioning and startup

With immediate start of final design, BC anticipates that the City could complete construction during the summer of 2026, and be operational for the winter treatment season of 2026. To install a new system earlier, the City could purchase the UV equipment in advance of selecting a contractor. This approach comes with risks associated with the contractor taking a minimalist role in the coordination of the assigned equipment contract.

4.2.6 Disinfection During Construction

To address the issue of providing disinfection during the anticipated 3-month construction period, BC recommends that the City continue to use the existing system in Channel 2 during construction. At the site visit in May 2024, BC and the City evaluated the potential for continuing Channel 2 operation during construction. Physically, the channels are separated by the channel's concrete wall. Electrically, each UV system uses different power feeds. If new duct banks are required for Channel 1, a new duct bank would be run in parallel, allowing for continued operation of Channel 2. If existing space/empty duct bank conduits can be used, new cables can be pulled while Channel 2 is operational. No new cables should be pulled in conduits with energized conductors. For these reasons, BC anticipates installation of the new system in Channel 1 could proceed without disruption to Channel 2 operation and that normal UV disinfection could continue during construction with care and protection of the operating Channel 2 (e.g., protecting construction debris from entering the channel). Should a reason arise that requires a contractor to deactivate the UV system in Channel 2 for a prolonged time during construction, the following three options exist:

- Pursue a waiver for disinfection during construction.
- Implement chemical disinfection (and associated quenching of the chemical disinfectant) prior to discharge.
- Implement a temporary UV disinfection system.

Note that Trojan has mobile UV disinfection units available for rent; however, given that piping in the area of the UV systems is underground, temporary above-ground piping between the disk filter effluent and the outfall would require excavation and present a significant cost.

BC observes a regulatory waiver is unlikely to be obtained and both chemical and UV temporary solutions present significant piping difficulties. For these reasons, use of an operating Channel 2 during construction is the best option. Performing construction during the lowest flow period, typically summer, would minimize the volume of water to be disinfected during construction.

Section 5: Mechanical, Structural, and Electrical Considerations

This section describes the mechanical, structural, and electrical considerations investigated during preliminary design.

5.1 Hydraulic Profile with Updated UV Disinfection Systems

The low-pressure, high-output UV systems being considered for the UV Channel 1 retrofit are more sensitive to water level than the existing TrojanUV4000. For this reason, BC performed a hydraulic check to verify that the installation of either candidate manufacturers' systems would maintain acceptable hydraulic conditions.

A parallel objective is to maintain an even flow split between the two channels with retrofitted UV Channel 1 acting as the primary UV system (for flows up to 7.0 mgd). UV Channel 2 will become the secondary UV system activated when flows exceed 7.0 mgd. Under situations where flow exceeds 7.0 mgd, flows will passively split between the two channels.

Using Visual Hydraulics software, BC investigated the hydraulic performance and passive flow splitting potential of the highest headloss replacement UV system. Manufacturers provided the projected maximum headloss presented by the UV system and the flow control weir of 6.3 inches at 8.8 mgd.

Modeling the retrofitted UV Channel 1 with a 43-foot-long fixed weir at 103.85 feet elevation, the model concludes the system maintains an even flow split of 8.8 mgd in each channel (for a total of 17.6 mgd). The existing concrete channel elevations are sufficient, and no upstream limits are exceeded. The long-fixed weir

for UV Channel 1 matches the type of weir in UV Channel 2 and therefore would serve as a simpler more reliable and repeatable flow splitting mechanism over a range of wet weather flows. Under lower dry weather flows only one channel (typically UV Channel 1) would be in operation.

The updated hydraulic profile is included in Attachment B.

5.2 Mechanical Considerations

In this section, BC considers several aspects of the mechanical design.

5.2.1 Flow Control

According to the plant's O&M manual, to control flow between Channel 1 and Channel 2, plant staff manually actuate control valves. Channel 2, currently operating as the duty channel, treats flows up to 8.8 mgd. The valve controlling flow to Channel 2 is normally open. If a maintenance scenario arose in Channel 2 and flow needed to be redirected to Channel 1, operators would open the weir gates in Channel 1 and close the valve in Channel 2. This process directs flow to either Channel 1 or Channel 2.

For future flow conditions that exceed 8.8 mgd, plant staff will need to operate both channels simultaneously. To accomplish the flow split with the existing configuration/design, similar manual valve actuation would be required; however, only Channel 1 has a flow meter. In a flow-split scenario, operators are required to calculate the flowrate through Channel 1 using the height of the weir gate and an empirical equation provided in the O&M manual. This scenario related to manual flow measurement in Channel 1 is undesirable for long-term operation. To correct, an additional flow meter is recommended for Channel 1. With flow meters in both channels, differences in flow rates between channels is unimportant if the real-time flow rate is provided to each UV system's respective PLC. Preliminary hydraulic design work by BC's hydraulic team suggests that, with careful selection of a new weir in Channel 1 and matching headloss as closely as possible between the two channels, the system can achieve an even, passive flow split.

Excavation upstream of Channel 1 and installation of a valve and flow meter manhole would accomplish flow split and measurement of flow rate in Channel 1. While automatic flow control/balancing could be postponed, a valve/flow meter manhole is required for this phase of construction. A possible solution is excavation and replacement of approximate 50 ft of piping upstream of Channel 1, as shown on Figure 5-1.

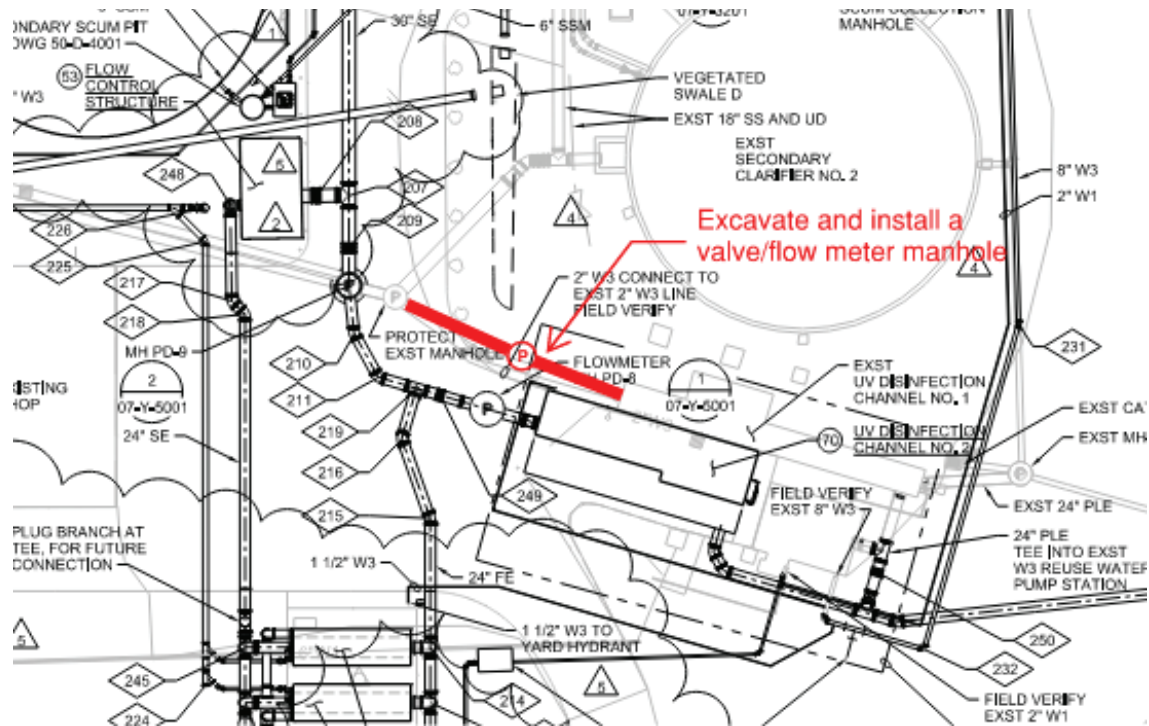


Figure 5-1. Location of proposed upstream valve/flow meter manhole vault

Source: 2012 record drawings pdf, page 63

Flow enters Channel 2 from a pipe near the bottom of the channel. To facilitate well-distributed and even flow across the lamps (eliminating short-circuiting of flow through any one portion of the channel). Flow conditioners will be required.

5.2.2 Redundancy

At full flow of 17.6 mgd (two channels operating at 8.8 mgd), the two UV systems will be required to operate all duty banks. Further, the *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* published by the National Water Research Institute (NWRI) in 2012 state that “Standby UV equipment must be available by providing either a complete standby UV reactor train or an additional UV reactor in each reactor train.” The City would fulfill these requirements, in Channel 1, with the addition of a redundant bank to the replacement unit. For this reason, BC recommends that the replacement UV system be sized and installed with a redundant bank. The regulator of record will have input in this decision, and this topic should be discussed as the design progresses. If redundancy is not required, this would be an opportunity for value engineering.

5.3 Structural Considerations

The basin will be modified to conform to the requirements of the selected system by adding fill concrete as required to the basin walls and base slab. Resulting dimensions of the channel would be per manufacturer’s recommendations. Fill concrete will be reinforced to prevent cracking and will be anchored to the existing basin by drilling and epoxying reinforcing dowels.

The following project standards will be used for the modifications required for the structure during detailed design.

5.3.1 Codes and Standards

The following standards will be followed for the structural design:

- 2022 Oregon Structural Specialty Code with Amendments
- American Society of Civil Engineers (ASCE) 7-16 “Minimum Design Loads and Associate Criteria for Buildings and Other Structures”
- American Concrete Institute (ACI) 318-14 “Building Code Requirements for Structural Concrete”
ACI 350-06 “Code Requirements for Environmental Engineering Concrete Structures”

5.3.2 Materials

The following materials will be used for the structural design:

- **Concrete:** 28-day compressive strength, 4,500 pounds per square inch (psi)
- **Reinforcing:** $F_y = 60,000$ psi

5.3.3 Design Loads

The following criteria will be used for the structural design:

- **Dead Load:** As calculated
- **Equipment Loads:** As provided by manufacturer

5.4 Removal of the Existing UV System

Trojan has provided a step-by-step procedure to remove the existing TrojanUV4000 system (Attachment B). System removal is a multi-day effort by a contractor as the existing stainless-steel reactor body is encased in grout/concrete. Per Trojan, the contractor will need to remove the existing grout/concrete using a jackhammer or saw to gain access to the reactor inserts. The approximate volume of concrete to remove is 15 to 20 cubic yards. Prior to beginning demolition, the contractor should take steps to carefully remove all hydraulic fluid in the TrojanUV4000 to prevent spills. Trojan estimates the time required is 15 to 24 hours (2 to 3 working days) per system.

5.5 Electrical and Instrumentation Considerations

In this section, BC considers several aspects of the electrical and instrumentation design.

5.5.1 Electrical System Modifications

The existing power system distribution was upgraded in 2014 with the addition of Channel 2 UV system. The UV Channel 1 and 2 power feeds originate from switchboard SWBD40, located in the Process Gallery building. Modifications to the switchboard include removal and replacement of existing thermal magnetic circuit breakers for Channel 1 UV system. Breaker ampacity would be determined based on the connected load ampacity.

Although modern UV lamp power supplies are designed to mitigate power system electrical harmonics, it is recommended that an isolation transformer be installed between the switchboard and UV system power supply. Electrical harmonics can cause abnormal operation of sensitive electrical equipment. Isolation transformers mitigate electrical harmonics generated by downstream loads from propagating to the upstream power system. Harmonic content can cause overheating of transformers and therefore the isolation transformer should be K-rated. Transformers that are K-rated are of a robust design to compensate for high load harmonic content without causing premature failure of the transformer itself. Additionally, if operating voltage required by the UV system power supply is less than 480V nominal, such as the Veolia Aquaray system at 400V, a step-down transformer is required.

All power, control, signal, and data cables will route back to the Process Gallery building to the associated electrical switchboard, panelboards, and CP40_2 (Area PLC). During detailed design, it is recommended to determine the available conduits, size, and routing within the existing duct bank is adequate to support the new UV system and associated instrumentation. An additional duct bank is required if additional conduits back to the Process Gallery are necessary. Ideally, it would be routed in parallel with the existing duct bank, as not to disturb operation of Channel 2 UV system, as mentioned in Section 4.2.5.

An alternate to hardwired cables back to CP40_2 is to install a remote input/output (I/O) module and control cabinet at Channel 1 and run RJ45/Ethernet back to CP40_2. All hardwire I/O from the UV system and associated instrumentation would be connected to the remote I/O module. This may eliminate the need to run a new duct bank if there is a spare conduit, sized appropriately, within the existing duct bank.

5.5.2 Instrumentation

An online UVT monitor could be placed upstream of the flow split to monitor UVT in real time. An online unit will allow the UV system to modulate power based on UVT and, assuming that the typical UVT is above 65 percent (the operator-entered UVT), the system will operate at a reduced power when water is of UVT greater than 65 percent and avoid underdosing if UVT drops below 65 percent. While for smaller systems this power savings is not large, it grows linearly with flow rate and also increases as UVT increases. Further, as flow rates to the Wilsonville WWTP increase, the UVT monitor will lead to increased O&M cost savings.

As discussed above, a flow meter upstream of Channel 1 would provide real-time flow data to the upgraded UV system.

Each UV system proposed includes UV intensity (UVI) sensor monitoring. The intensity sensors are part of the UV system. Each UVI sensor reports intensity to the UV system PLC, where the information is used to control operating energy levels of the UV system to accomplish the target UV dose.

Water level sensors will also be included in the upgraded Channel 1. Level control sensors are required to ensure that water is present in the channel at sufficient levels to cool the operating UV lamps. The level sensors also alarm when the water levels are too high (which can create a low-dose pathway above UV lamps and result in undertreatment).

The new UV control panel should include a sun shield and cover to protect the HMI, similar to the existing Aquaray system panel.

To maintain consistency across the plant, it is recommended that PLCs for any remote I/O and UV system controller should be Allen-Bradley CompactLogix or ControlLogix.

Section 6: Cost Estimate and Net Present Value Analysis

This section details BC's construction cost analysis efforts and findings.

6.1 Inputs and Assumptions for Capital Cost Opinion

BC's estimating team performed a Class 4 cost estimate for the Trojan and Veolia options. For the purposes of the evaluation, BC assumed that a redundant bank would be included in the installation.

6.2 Results of the Capital Cost Opinion

The results of the Class 4 cost opinion are presented in Table 6-1. Details and additional description can be found in Attachment E. Note that BC applied a 30 percent contingency.

Table 6-1. Cost Opinion of Two UV Disinfection Options		
Description	Trojan	Veolia
Total Construction Cost Estimate	\$2,614,119	\$2,414,943
Class 4 Low (-30 percent)	\$1,829,683	\$1,690,460
Class 4 High (+50 percent)	\$3,921,179	\$3,622,415

6.3 Net Present Value Analysis Comparing Equipment Options

BC performed a full net present value (NPV) analysis to compare the Trojan and Veolia options, and an annual O&M cost review of Trojan, Veolia, and Wedeco options. While a full cost opinion and NPV analysis was not performed on the Wedeco system, it was included in the O&M cost review. BC believes that results of this analysis helps support the recommendations of the report. Financial inputs, including assumed cost of electricity, are presented in Table 6-2.

Table 6-2. Financial and Energy Cost Assumptions		
Item	Value	Notes
Nominal Inflation Rate	6.0 percent	BC assumption
Nominal Discount Rate	8.0 percent	BC assumption
Real Discount Rate	1.89 percent	Calculation
Term	20 years	BC assumption
Cost of Electricity	0.06	\$/kilowatt hour

While the electric utility charges different electricity costs at peak and off-peak hours, various surcharges and the weighted average of the different rates led BC to assume the rate presented in Table 6-2.

Replacement parts prices and warranty terms quoted by the manufacturers and used in the NPV calculations are presented in Table 6-3.

Table 6-3. Replacement Parts Warranty Terms and Pricing Used in Annual O&M Calculation				
Guarantees	Trojan	Veolia	Wedeco	Units
Lamp	15,000	16,000	14,000	Hours
Ballast	10	5	5	Years
Sensor	5	5	10	Years
Sleeve	5	10	20	Years
Wiper	1	2	1.5	Years
Prices				
Lamp	\$850	\$177	\$473	
Ballast	\$1,300	\$840	\$1,179	
Sensor	\$2,100	\$2,000	\$1,197	
Sleeve	\$350	\$96	\$641	
Wiper	\$55	\$8	\$51	
Annual Cost for Sensor Calibration	\$750	\$1,500	\$450	
Annual Cost for Cleaning System Consumables	\$500	\$1,000	\$250	
Power Required at Average Flow	7.7	13.39	16.3	kW

The replacement parts pricing and annual costs lead to the calculated annual costs for each consumable/service. The annual costs for each manufacturer are presented in Table 6-4 and Figure 6-1.

Table 6-4. Annual Costs for Consumables and Total Annual Cost			
	Trojan	Veolia	Wedeco
Energy	\$4,047	\$7,038	\$8,567
Lamps	\$4,250	\$3,546	\$10,879
Ballasts	\$1,300	\$3,360	\$4,716
Sensors	\$420	\$400	\$359
Sleeves	\$560	\$345	\$1,154
Wiper Rings	\$440	\$144	\$1,224
Sensor Calibration	\$750	\$1,500	\$450
Cleaning Consumables	\$500	\$1,000	\$250
TOTAL	\$12,267	\$17,333	\$27,599

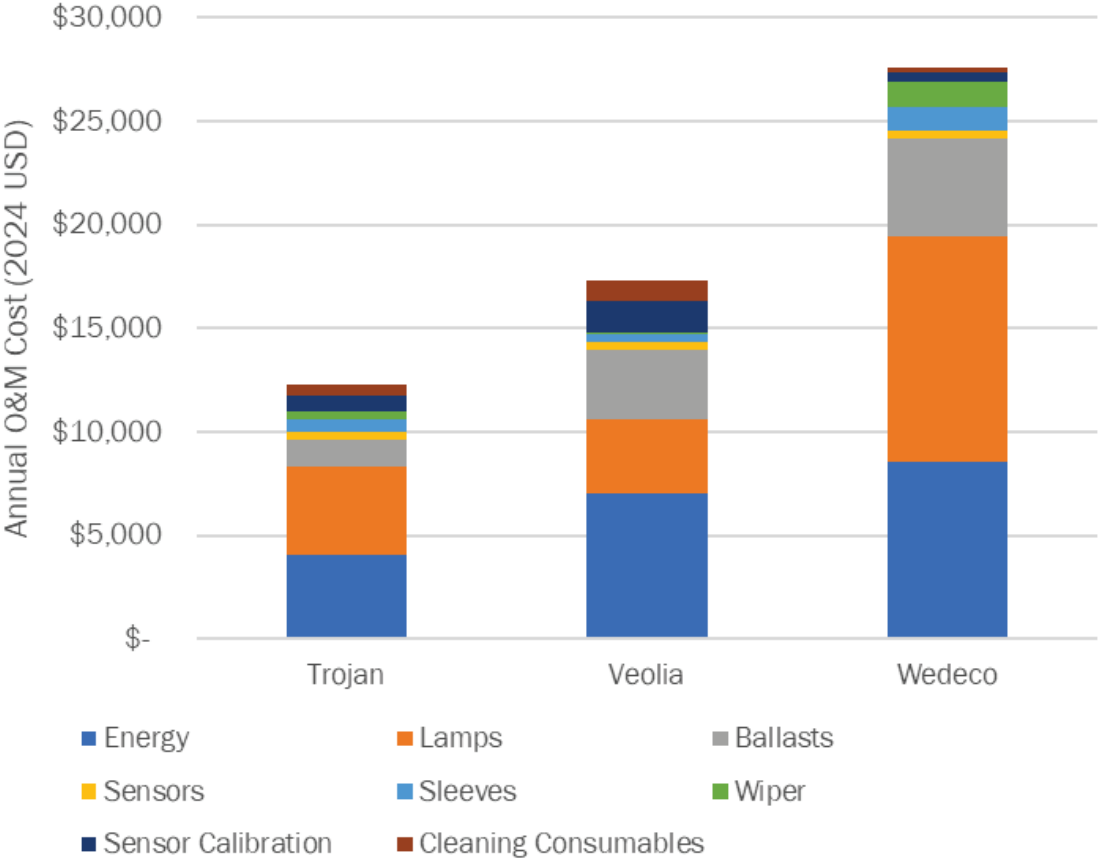


Figure 6-1. Annual O&M costs

Source: BC Calculation with manufacturer input

Using the financial assumptions listed above and the annual costs of each consumable/service, BC calculated a full NPV of the Veolia and Trojan options (Figure 6-2 and Table 6-5) and included the results of the Class 4 cost estimate described above. Results indicate that the total NPV of the Trojan system is higher than the Veolia system given a higher capital purchase price. However, the annual O&M, including electricity usage, is significantly lower. A primary difference in the overall O&M cost is the energy associated with operating the system: the TrojanUVSigna uses approximately 40 percent less energy than the Veolia system to perform the required disinfection.

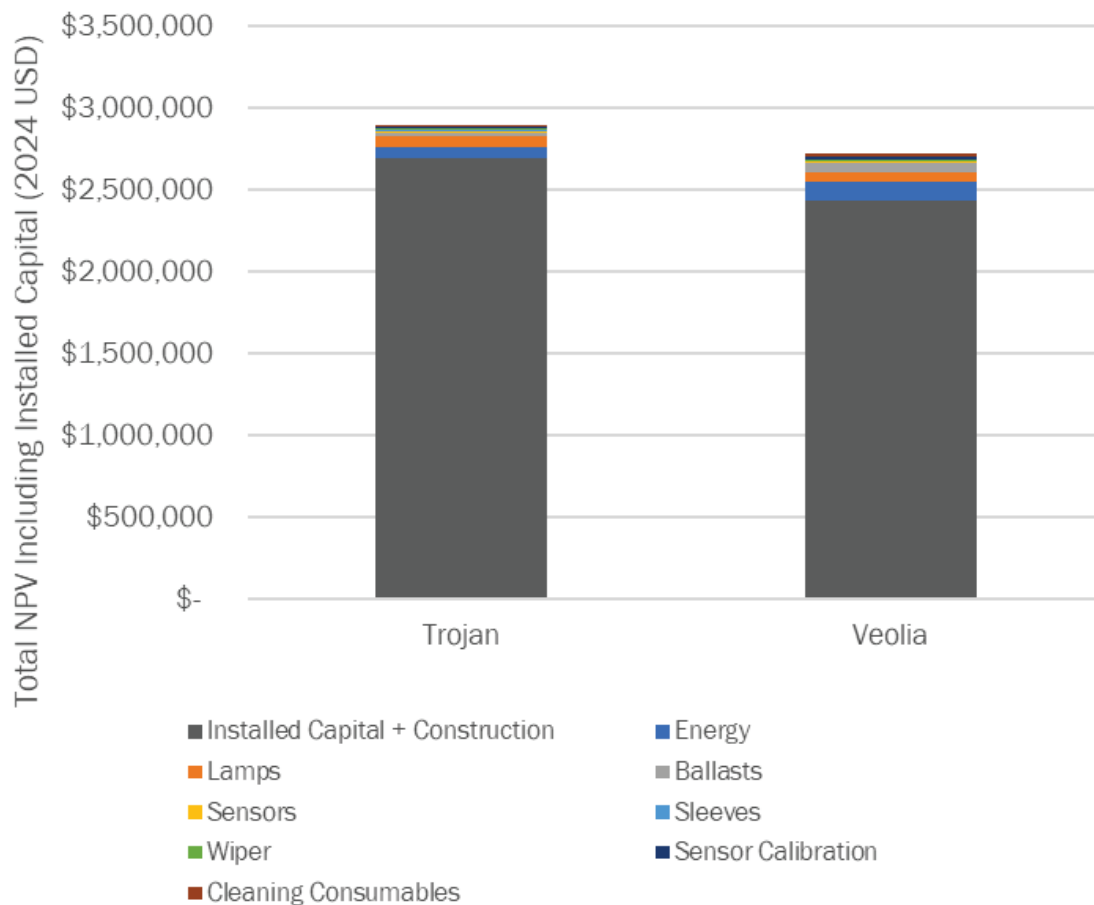


Figure 6-2. Total NPV including installed capital cost for Trojan and Veolia

Table 6-5. Results of NPV Calculations		
Component of Present Value	Trojan	Veolia
Energy	\$66,905	\$116,345
Lamps	\$70,259	\$58,617
Ballasts	\$21,491	\$55,546
Sensors	\$6,943	\$6,613
Sleeves	\$9,258	\$5,707
Wiper	\$7,274	\$2,381
Sensor Calibration	\$12,399	\$24,797
Cleaning Consumables	\$8,266	\$16,531
Capital	\$2,614,119	\$2,414,945
TOTAL	\$2,816,913	\$2,701,482

Section 7: Recommendations, Future Capacity, and Schedule

This section presents BC's recommendations, summarizes future capacity needs, and presents a proposed project schedule.

7.1 Recommendations

BC recommends the TrojanUVSigna with a redundant bank as the basis of design for a replacement unit for Channel 1. The TrojanUVSigna:

- Is representative of latest-generation technology, has a longer future product lifetime, and is better suited for long-term operation at the plant.
- Has the lowest annual operating cost based on lower operating energy and maintenance costs.
- Expected lower maintenance burden on plant staff given the automatic removal system for lifting UV banks from the channel, fewer lamps to replace, and a more advanced wiper system.
- Has no requirement installation of an additional jib crane and is therefore safer for the plant staff (by eliminating the crane-based removal of UV banks).

Further, if the City were to select Veolia, given the recent change in power supply technology for the Veolia Aquaray, plant staff would need to maintain separate stores of ballasts and sensors which mitigates the system consistency advantage for Veolia.

BC does not recommend that the City carry forward the Wedeco Duron for consideration given uncertainty related to the length of the system, the requirement to widen the channel in the area of the weir, and its significantly higher annual O&M costs.

If the City prefers to avoid sole sourcing the Trojan system, a specification naming both Trojan and Veolia could be developed during detailed design. Encouraging competitive bidding is likely to reduce the system purchase prices listed in Table 5-1.

BC also recommends:

- Adding a UVT monitor to monitor UVT in real time during this upgrade.
- That the UV manufacturer provide flow conditioners at the inlet end of Channel 1 to facilitate well-distributed flow across the channel.
- A K-rated transformer for the UV system to mitigate electrical harmonics.
- A valve and flow meter manhole be installed, as part of this upgrade, upstream of Channel 1 to facilitate flow control and measurement.
- That the final design match the headloss of Channels 1 and 2 as closely as possible to facilitate even flow distribution when flows increase (requiring the use of both channels simultaneously).

7.2 Meeting Disinfection Needs in the Future

The 2023 master plan identifies a 2045 peak flow of 17.6 mgd. The recommended replacement unit adds 8.8 mgd of UV disinfection capacity, to the 8.8 mgd of capacity already in place (in Channel 2). This leads to a combined total disinfection capacity of 17.6 mgd, which meets future requirements.

7.3 Anticipated Schedule for UV System Upgrade

Figure 7-1 presents a potential schedule for the UV system upgrade that includes a 30-week delivery time for the UV system and typical durations for other activities. Note that this schedule is subject to change. BC estimates that under these conditions the City will complete the UV upgrade in mid-2027. The City could accelerate this schedule with pre-procurement of long lead items such as the UV system.

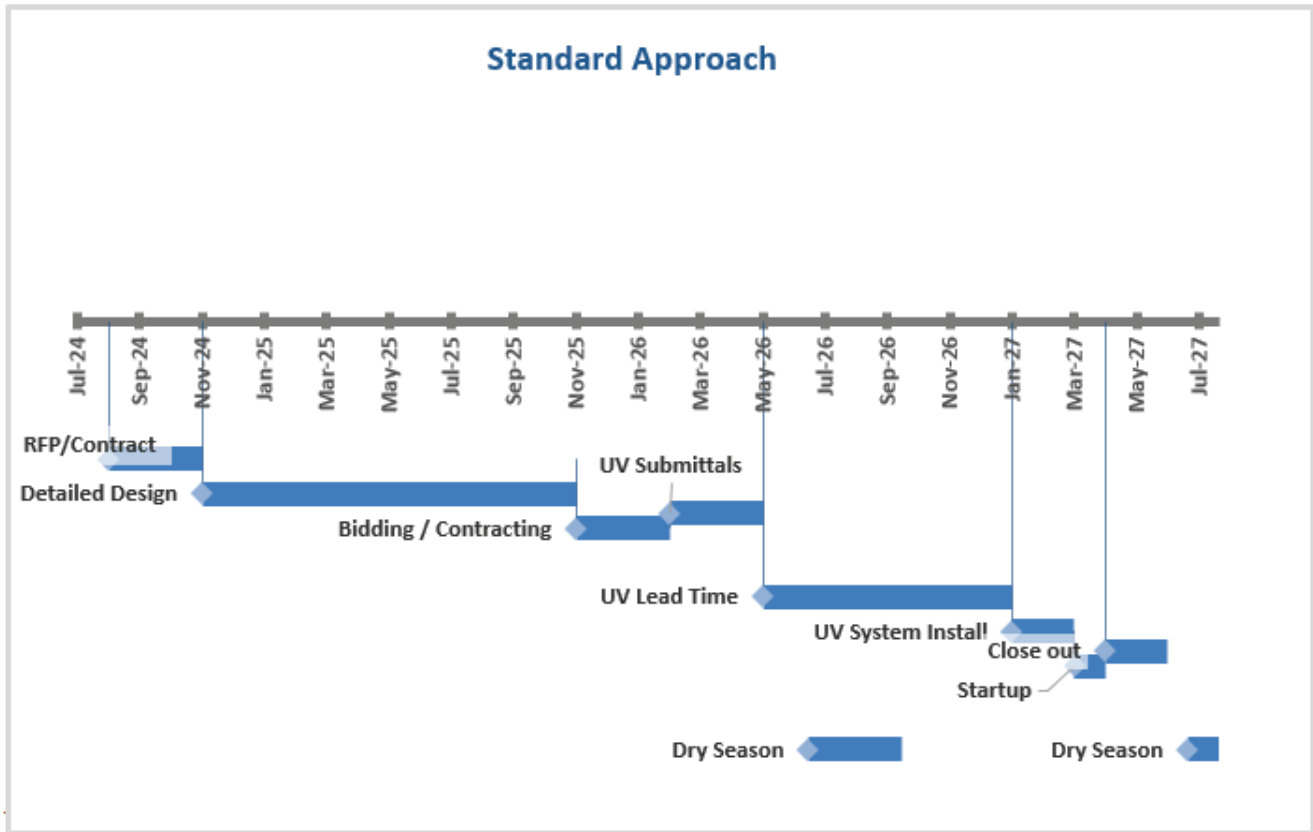


Figure 7-1. Potential schedule for UV system upgrade

References

Malayeri, A. H, M. Mohseni, B. Cairns, J.R. Bolton, G. Chevretils, E. Caron, B. 2006. Fluence (UV Dose) Required to Achieve Incremental Log Inactivation of Bacteria, Protozoa, Viruses and Algae. <https://www.iuva.org/guidance-documents>. Accessed April, 2024.

National Water Research Institute (NWRI). 2012. *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse*, 3rd edition. Fountain Valley.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025	Subject: Resolution No. 3229 Establishing and Imposing Just and Equitable Sewer User Fees and Repealing Resolution No. 2325 and Resolution No. 1987. Staff Member: Zach Weigel, P.E. City Engineer and Keith Katko, Finance Director Department: Community Development and Finance	
Action Required <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: December 15, 2025 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3229.		
Recommended Language for Motion: I move to adopt Resolution No. 3229.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Wastewater Collection System Master Plan, 2023 Wastewater Treatment Plant Master Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution establishing and imposing just and equitable sewer user fees and repealing Resolution No. 2325 and Resolution No. 1987, Capital Improvement Project (CIP) #2066.

EXECUTIVE SUMMARY:

Sewer utility rates were last increased in October 2011 by Resolution No. 2325 in preparation for a major expansion of the Wastewater Treatment Plant. The adopted resolution included consecutive rate increases of 15% in 2012, 12% in 2013, and 10% in 2014. Since that time, the sewer utility rate has not been adjusted and is not indexed for inflation.

On January 18, 2024, City Council adopted the 2023 Wastewater Treatment Plant Master Plan (Ordinance No. 888). The adopted plan included an updated Capital Improvement Project (CIP) list consisting of sewer treatment plant improvements that will be needed over the next 20 years to meet projected growth, operation and maintenance needs, and regulatory requirements.

Also impacting utility rates is the construction inflation that occurred between 2020 and 2023, with an estimated 53.8% increase according to the Federal Highway Administration: National Highway Construction Cost Index. Such an unprecedented increase in a short period of time has had a significant impact on the City's ability to fund needed sewer capital improvement projects. As a result of the updated capital project list, construction inflation, and length of time since the last utility rate increase, review of the current utility rates is necessary to maintain financially sound sewer utility fund.

Beginning in July 2024, the City entered into a Professional Services Agreement with FCS Group to perform a sewer rate fee study, resulting in a recommended sewer utility rate and implementation schedule. On April 21, 2025, City Council received a briefing from the project team regarding the sewer utility fund revenue requirements, identifying a draft schedule of annual rate increases necessary to fund the City's sewer utility. The project team followed up with City Council at a November 3, 2025 work session, presenting three (3) sewer rate implementation alternatives. Based on feedback provided by City Council, the final recommended sewer utility rate and implementation schedule is as follows:

Year	2026	2027	2028	2029
Rate Increase (Residential)	25.44%	25.34%	25.24%	25.14%
Rate Increase (Non-Residential)	32.00%	32.00%	32.00%	32.00%
Rate Increase (High-Strength)	32.00%	32.00%	32.00%	32.00%

The rate increases shown will go into effect on January 1st of each year. After the sewer rate increase implementation schedule is completed, an annual inflationary adjustment will begin on January 1, 2030, and continue each year thereafter.

EXPECTED RESULTS:

The updated sewer utility rate will provide the estimated revenue necessary to fund staffing, materials, and capital improvements necessary to maintain and operate the sewer utility, replace worn out, outdated infrastructure and meet regulatory requirements, helping to maintain a financially sound sewer utility program.

TIMELINE:

If adopted by City Council, the updated sewer fee and implementation schedule will go into effect beginning on January 1, 2026.

CURRENT YEAR BUDGET IMPACTS:

The consultant work is included in the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget.

COMMUNITY INVOLVEMENT PROCESS:

The project team has held two (2) work sessions with City Council to discuss the sewer utility rate and implementation schedule on April 21, 2025 and on November 3, 2025. On November 17, 2025, notice of the proposed sewer utility rate increase was mailed to the top ten sewer customers within Wilsonville, inviting questions, comments, and concerns to be shared with the project team.

A public open house was held on December 2, 2025, with an estimated 50 interested sewer utility customers in attendance to learn about the sewer utility rate, proposed fee increase and implementation schedule, and engage in a question-and-answer session with the project team. Advance notice of the open house was sent via postcard to every sewer customer within Wilsonville, published in the Boones Ferry Messenger, and posted through *Let's Talk, Wilsonville!* and social media.

A project webpage with up-to-date sewer utility rate information has been maintained and updated by the project team for the duration of the project. Written public comments regarding the updated sewer utility rates are included as **Attachment 1**.

Public input will also be accepted at the December 15 city council public hearing.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The updated sewer utility rate and implementation schedule will provide the revenue necessary to maintain a financially sound sewer utility program, helping to make sure sewer is properly treated, isn't backing up into homes and businesses, making for clean streams and rivers and a healthy environment.

ALTERNATIVES:

Council could choose to adopt a sewer utility rate and implementation schedule at a lower rate or slower schedule. However, doing so will likely lead to insufficient revenue to adequately maintain and operate the sewer system and delayed capital investment to replace worn out, outdated infrastructure, ultimately resulting in deferred maintenance and higher future costs for customers.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Written Public Comment Received as of December 4, 2025
2. Resolution No. 3229
 - A. Sewer User Fee Schedule

Sewer and Stormwater Utility Fees Open House – Comment Card

Item 19.



Please PRINT the following information:

Name: Elizabeth Crawford Email: ordirector@comcast.net
Address, City, Zip: _____

We appreciate your comments and feedback:

Would like to see more work on grants to support this project and the increases on our vulnerable citizens. With the hotels and nursery homes in our small city - would like to see them pay fair share.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees Open House – Comment Card



Please PRINT the following information:

Name: Steve Gaschen Email: STGPHD@GMAIL.COM
Address, City, Zip: 28511 COFFEE LAKE DR.

We appreciate your comments and feedback:

PLEASE LOWER THE INCREASE AND SPREAD IT OUT OVER A LONGER PERIOD OF TIME MOST OF THE PROJECTS CAN BE MOVED OUT 2-3 YEARS. THANK YOU FOR YOUR CONSIDERATION.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees Open House – Comment Card



the following information:

Email: _____

Zip: _____

your comments and feedback:

identified industry jargon or acronyms in presentations
be more clear in providing topic at beginning

294

Remember to watch for project updates on the City of Wilsonville website.

Item 19.

From: [Whitney Best](#)
To: [Zach Weigel](#)
Subject: Utility Fee Increase Review Comment
Date: Monday, July 7, 2025 5:52:49 PM



Hello Zach,

I'm writing in response to the proposed utility fee increase, as published in *The Boones Ferry Messenger* July 2025 edition. I am strongly opposed to this egregious rate increase. My husband, myself, and our three boys, moved into Wilsonville in 2017. I was raised in Wilsonville; I attended Wood Middle School many years ago. As a long time member of this community I am saddened by the overburden placed on us, the taxpayers, and as those who are the customers of The City of Wilsonville. The Boeckman bridge, while lovely, is a suspect use of money when needs are so great for infrastructure elsewhere, and this is just one example. I am frustrated with how our money is being spent and in no way support the outrageous proposed 74% increase in our utility base bill. Please log my opposition to this proposed utility fee increase.

Thank you,
Whitney Best

From: liveboy727@yahoo.com
To: [Zach Weigel](#)
Subject: No new fees
Date: Tuesday, December 2, 2025 12:32:29 PM



Dear Zach,

As a resident of Wilsonville, I would like to express my concern regarding the proposed new sewer and storm water utility fee. Unfortunately, I am unable to attend tonight's meeting, but I still wanted to share my thoughts.

My family simply cannot afford any additional fees. The cost of nearly everything in our lives continues to rise, while pay rates do not keep pace. We are already facing enough financial strain from increased expenses and new fees elsewhere. Adding another mandatory charge would only make things more difficult for families like mine.

As a Wilsonville resident for the past 14 years, I respectfully vote **no** on this proposal.

Thank you for listening.

Sincerely,
Concerned Resident

RESOLUTION NO. 3229**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE SEWER USER FEES AND REPEALING RESOLUTION NO. 2325 AND RESOLUTION NO. 1987.**

WHEREAS, the City of Wilsonville provides sewer collection and treatment services; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require sewer charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, Wilsonville Code Section 3.111 provides that Council may from time to time establish and change by resolution fees and charges for connection to and use of the sewage disposal system; and

WHEREAS, in 2015 the City of Wilsonville has adopted a Wastewater Collection System Master Plan (Ordinance No. 766), including the list of sewer collection system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, in 2024 the City of Wilsonville has adopted a Wastewater Treatment Plant Master Plan (Ordinance No. 888), including the list of sewer treatment improvement projects totaling an estimated \$122 million to address the City's need through the 20-year planning horizon; and

WHEREAS, the sewer user fee was last updated by City Council on October 3, 2011 (Resolution No. 2325) and has remained unchanged since January 1, 2014; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a sewer utility rate study was initiated to determine necessary actions to address the effects of inflation on the sewer utility fund since the last study completed in 2011 and evaluate revenue requirements to address the operating and capital needs identified in the 2023 Wastewater Treatment Plant Master Plan; and

WHEREAS, the 2015 Wastewater Collection System Master Plan Capital Improvement Project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the sewer rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding sewer user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred sewer rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a base service charge designed to cover fixed costs, a volume charge computed from water consumed, and for certain industrial customers a high-strength charge for high levels of biochemical oxygen demand (BOD) and total suspended solids (TSS); and

WHEREAS, the City has duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested sewer utility customers on December 2, 2025; and

WHEREAS, Resolution No. 1987 applies to sewer user fees and connection charges as well as sewer system development charges; and

WHEREAS, Resolution No. 2325 amended the applicable provision of Resolution No. 1987 as they apply to the sewer user fees and collection charges; and

WHEREAS, Resolution No. 3209 amended the applicable provision of Resolution No. 1987 as they apply to the sewer system development charges; and

WHEREAS, Resolution No. 3229 establishes new sewer user fees and connection charges and repeals Resolution No. 1987 and Resolution No. 2325, leaving in place Resolution No. 3209.

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

- PART I DETERMINATION & FINDINGS
- PART II ESTABLISHED USER FEES FOR SEWER SERVICE
- ARTICLE I DEFINITIONS AND EFFECTIVE DATES
- ARTICLE II SEWER PERMIT AND INDUSTRIAL PRETREATMENT WASTEWATER DISCHARGE PERMIT FEES
- ARTICLE III INDUSTRIAL PRETREATMENT WASTEWATER DISCHARGE PERMIT APPLICATION AND PERMIT TO DISCHARGE
- ARTICLE IV OWNER(S) RESPONSIBILITIES
- ARTICLE V USER FEES FOR SEWER SERVICE
- ARTICLE VI APPEALS, PAYMENT, COLLECTION ENFORCEMENT AND DISBURSEMENT VALIDITY

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this resolution.
- B. The City Council has reviewed the proposed sewer fee for sewer services and finds the proposed fee to be rationally based and financially prudent.

Part II: ESTABLISHES USER FEES FOR SEWER SERVICE

ARTICLE I Definitions and Effective Dates

Section 1. Definitions. For the purposes of this resolution, the following definitions shall apply:

- A. "Base Charge" means the fixed portion of the sewerage charge pertaining to non-treatment costs, such as billing, collection system maintenance, and debt service.
- B. "Unit" means 100 cubic feet and refers to the volume of water measured by the metered service to the customer.

- C. "Volume Charge" means the rate charge per Unit pertaining to the variable costs of the sewage system, such as treatment, asset maintenance, and pre-treatment services.
- D. "Winter Average" means the average measured water consumption for the five-month period of November through March unless otherwise adjusted by the Finance Director for unusual conditions. If a house is vacant or service has been disconnected for one or more of those months or a new account is being established, the Winter Average shall be the system-wide average.

Section 2. Effective Dates. Sewer rates will be phased in over four years as reflected in **Exhibit A**. First increase shall be effective January 1, 2026. Subsequent increases shall be effective January 1, 2027, January 1, 2028, and January 1, 2029. An inflationary increase based on the Consumer Price Index, West Region will be applied to the sewer rate on an annual basis effective January 1, 2030.

ARTICLE II

Sewer Permit and Industrial Pretreatment Wastewater Discharge Permit Fees

Section 1. To provide for the cost of processing a building sewer service connection permit, and a wastewater discharge permit, the following fees will be charged. The permit fees below shall be reviewed annually by the City Council. The Council may, from time to time, including, but not limited to, its annual review, increase fees giving due consideration to the increase in the Consumer Price Index, West Region from the month of the last increase to the month preceding the date of the review. The Council may take action to waive an increase in permit fees any year it deems appropriate to do so.

A. Building Sewer Service Connections

SERVICE CLASS	FEE
(1) Residential	
(a) Single-Family	\$96
(b) Multi-Family	\$312
(2) Commercial	\$691
(3) Industrial	\$691

B. Industrial Pretreatment Wastewater Discharge Permit Fees

- (1) The initial pretreatment wastewater discharge permit fee shall be \$594.
- (2) The annual inspection and report fees for significant industrial users as defined in Wilsonville Code Sections 8.003 and 8.400 *et seq.* shall be \$1,662.
- (3) Annual administrative costs for operating the industrial waste pretreatment program will be included in sewer rates with indirect costs prorated to all customers by meter size. Adjustments to the rates because of industrial waste pretreatment are listed in **Exhibit A**.
- (4) Costs of testing and inspecting specific categorical or significant user discharges will be directly billed to the user.

ARTICLE III

Industrial Pretreatment Wastewater Permit Application and Permit to Discharge

Section 1. General

Each nonresidential user discharging, proposing to discharge or having the potential to discharge contributions of wastewater into the city sewerage system which meets any of the following criteria shall secure an Industrial Pretreatment Wastewater Discharge Permit from the city:

- A. Is subject to national categorical pretreatment standards promulgated by EPA under Section 307(b) of (c) of the Clean Water Act (CWA);
- B. Has in its waste toxic pollutants as defined pursuant to Section 307 and Section 502 of the CWA;

- C. Has a non-domestic flow of 25,000 gallons or more per average work day;
- D. Contributes more than 5 percent of the actual daily average dry weather hydraulic, organic or solids handling load to the city's wastewater treatment plant;
- E. Is determined by the state or city in accordance with Wilsonville Code Section 8.400 *et seq.* to have significant impact or potential for significant impact to adversely affect the city sewerage system by either upset, inhibition, pass through of pollutants, sludge contamination or other means.

Section 2. Application

- A. Existing non-residential users shall apply for a Wastewater Discharge Permit within ninety (90) days prior to connecting to or discharging to the city sewerage system.
- B. Wastewater discharge permits are governed by the provisions of Wilsonville Code Section 8.400 *et seq.*

ARTICLE IV
Owner(s) Responsibilities

Section 1. General

- A. The owner(s) of a property on which a building sewer is then connected to the public sewer shall be responsible for:
 - (1) Repair of all known sewer breaks, leaks, cracks and similar problems in all pipes, manholes, clean-outs and appurtenances to the building sewer which would cause ground or surface water to infiltrate or to flow into the building sewer either directly or indirectly. All costs involved in making repairs shall be borne by the owner(s).
- B. The City shall have the specific right to inspect and test all building sewers to determine compliance with City, State and Federal requirements and the owner shall cooperate and not hinder the City's right to inspect and test.

ARTICLE V
User Fees for Sewer Service

Section 1. Implementation of Fees

A sewer user fee is hereby imposed upon the user(s) of the City's wastewater collection, pumping, disposing and treating system. A high strength user fee is hereby imposed upon the commercial and industrial user(s) of the city's wastewater collection, pumping, disposing, and treating system, that discharge wastes having an average strength in excess of 250 mg/l of BOD or TSS.

Section 2. Pumping Units

Buildings that are served by pumping units shall be subject to the user fees provided by this Resolution.

Section 3. Initial Service

When sewer service is initially provided to any building(s), a sewer user fee shall be charged for each month a building sewer is connected to or discharged into the public sewer.

Section 4. Charge to Users

Sewer user fees are hereby charged to the user(s) of the property connected to the sanitary sewer. Users of the property shall include owners as well as occupants. Such charges are to begin at the time the connection has been accepted by the Community Development Department according to the standards set forth in the Construction Standards for the City of Wilsonville.

Section 5. Billing to Occupant

Sewer user fees shall be billed to an occupant unless otherwise notified in writing by owner of the serviced property. However, in the event of a delinquent account, the sewer service may be disconnected under provisions of Article VI, Section 4, of this Resolution.

Section 6. Annual Increase of Fees

Sewer user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article I, Section 2, of this Resolution.

Section 7. User Fees Within City

- A. The sewer fees effective January 1, 2026, January 1, 2027, January 1, 2028, and January 1, 2029 is provided in **Exhibit A**.
- B. Rates for service levels not defined. The City Manager or designee shall have the authority to establish and charge fees for service levels not otherwise defined in this Resolution. For any new account requiring a service level, defined by the meter size, not provided in this Resolution, the method for determining the customer's service charge shall be the sectional area of the undefined meter size in ratio to the sectional area of a 5/8" meter.
- C. Water withdrawn without authorized service and wastewater discharged through unauthorized connection shall be charged at double the rates set forth above, from the date of commencement of such unauthorized use. Appropriate measures shall be immediately taken to prevent further unauthorized use. The City Manager or designee shall estimate the fee if metered consumption is not available. Imposition of such charges shall not act as a waiver of the City's right to take other actions as are authorized by law.
- D. Base charge shall constitute the minimum monthly sewer use charge provided water service is provided and metered to the customer. Base charges are determined by the water meter providing domestic water service.
- E. Volume charges shall be determined as follows for each customer type:
 - (1) Single family residential units are based on Average Winter water use. The City Manager or designee may adjust volumes based on a request from the customer and valid information showing that the Average Winter volume as defined does not accurately reflect impact on the sewer system.

- (2) Multi-family, commercial and industrial customers are based on the water volume as metered monthly for all non-irrigation only meters.
 - (3) For sewer customers that are not served by City water, the City Manager or designee will determine sewer volumes that are to be billed.
 - (4) Commercial or industrial sewer users whose domestic water consumption (excluding metered irrigation) is a minimum of three times greater than the measured sanitary sewer discharge rate are based on this flow measured from the discharge point of the building sewer into the public sanitary sewer and shall be based on the average hundred cubic feet discharged. The measurement period shall be one week or seven consecutive days. After six billing periods or six months, a new measurement shall be taken. Each measurement shall set the surcharge fee for the next six-month period.
 - (5) For any non-domestic pollutant discharger who is required to obtain a wastewater discharge permit and is required to measure discharge volumes, the sewer volume and BOD and TSS strengths shall be as established through the monitoring requirements as set forth by each individual discharge permit.
- F. In addition to the volume charges, commercial or industrial sewer users who are required to obtain an industrial pretreatment wastewater permit and whose sewerage exceeds either a BOD strength of 250 milligrams/liter (mg/l) or a TSS strength of 250 mg/l shall pay an additional fee for treatment of high strength sewer wastes. Calculation of the monthly, high-strength, sewage fees shall be as follows:
- (1)
$$\text{BOD Fee} = Q \times \frac{(\text{BOD 5 monitored} - 250)}{1,000,000} \times 62.4 \text{ lbs/cf} \times 100 \times \text{BOD rate}$$
 - (2)
$$\text{TSS Fee} = Q \times \frac{(\text{TSS monitored} - 250)}{1,000,000} \times 62.4 \text{ lbs/cf} \times 100 \times \text{TSS rate}$$
- where,
- (1) Q = Monthly volume in hundred cubic feet (ccf)
 - (2) BOD 5 Monitored = Average BOD 5 strength in milligrams per liter
 - (3) TSS Monitored = Average TSS strength in milligrams per liter

(4) BOD Rate = Rate for treatment of high strength BOD from **Exhibit A** in dollars per pound.

(5) TSS Rate = Rate for treatment of high strength TSS from **Exhibit A** in dollars per pound.

G. For example: An industrial user that used 5,187 ccf of water per monthly period with a BOD 5 of 290 mg/l and a TSS of 500 mg/l would pay:

$$(1) \text{ For BOD} = 5,187 \times \frac{(290 - 250)}{1,000,000} \times 62.4 \times 100 \times \$1.36 = \$1,760.76$$

$$(2) \text{ For TSS} = 5,187 \times \frac{(500 - 250)}{1,000,000} \times 62.4 \times 100 \times \$1.36 = \$11,004.74$$

H. Other sewer user charges may be established through the issuance of an industrial pretreatment discharge permit in order to recover potential or actual costs incurred by the City due to waste that adversely affects the sewer system or the environment.

Section 8. User Fees Outside City

All sewer users whose sewer connection is outside the City shall be billed two (2) times the applicable sewer rate to recover costs that City users pay on full faith and credit obligations and/or general obligation bonds.

Section 9. Franchise Fee

For the right to receive additional services from the general fund, a franchise fee is hereby imposed upon the sewer fund of the City in an amount equal to four percent (4%) of the gross annual revenue from sewer user charges. This fee shall be collected from the sewer users and remitted quarterly to the general fund.

Section 10. Exception for Water Leaks

A. Sewer users will not be required to pay that portion of their sewer bill attributable to water leakage provided that:

- (1) The leak is repaired at the water user's expense within 72 hours of notification by the City that a leak has occurred;
- (2) The City, upon rechecking the water meter, concurs that the leak has been fully repaired;

- (3) The leak discharged water into the sanitary sewer system;
- (4) Exceptions from the 72 hour repair requirement may be granted in writing by the City Manager or designee when extenuating circumstances are recognized.

- B. The sewer user's bill during the period of time when undetected leakage occurred shall be based on the average usage for the same period in the previous two years, adjusted for any approval of subsequent rate increases for the same period of time. When prior year billing information is not available, the City Manager or designee will determine the approximate billing based on bills for comparable properties.
- C. This policy shall not apply to leaks that are reoccurring problems or those that are apparent as opposed to undetected leaks.
- D. Only one credit may be issued to a customer during a twelve-month period.

Section 11. Applications and Deposits

Applications for City sanitary sewer services shall be by such forms and in such manner as provided by the Department of Finance. The applicant shall designate the property to be served and the user thereof. An owner of the premises who permits another to make application and/or use the city's sewer services shall also be deemed a user of city services. If a deposit is deemed prudent and cost effective by the Finance Director, a deposit shall be required in a sum which shall not be greater than an amount equal to an estimated 3 months' bill as determined by the Finance Department. However, any resident of Wilsonville (a person who has established credit with the City of Wilsonville by having water and/or sewer service in his/her own name) will be allowed to move from one location within the city limits without having to pay a deposit if that resident has lived in Wilsonville for at least three (3) years, has City of Wilsonville water and/or sewer service in his/her name and has not been delinquent in paying for water and/or sewer service within the past three years.

Section 12. Refund of Credits

- A. A refund of the user sewer service deposit will occur when a customer shows satisfactory credit performance for three years. If it becomes necessary to make one or more visits to enforce collection and/or shut off for non-payment during the three-year period, the City shall retain the deposit. The deposit will be held for an additional three years from the date of the last visit to the customer's premises for collection for non-payment of a bill. (Definition of visit - hand delivery of shut-off notice to the customer's premises. Definition of satisfactory credit- no water shut-off notices hand delivered and/or temporary shut-off of service for non-payment during a three-year period.)
- B. A refund of the deposit will occur upon the applicant's requesting discontinuance of service provided that all outstanding bills are paid in full. The deposit may be applied to the final bill:
- C. If an account is shut off for non-payment, the deposit shall be held as security until the outstanding balance is paid. The deposit will only be applied to the outstanding balance when the account is closed and no further sewer service is required by the customer. The remaining balance of the deposit not used to pay the outstanding bill will be refunded to the customer.
- D. Upon refund of the cash deposit to the applicant for satisfactory credit performance or upon termination of service, the deposit shall be refunded together with interest thereon at the rate of one-half percent (1/2%) below the average annual interest rate received by the City. However, no interest shall be allowed or paid by the City of Wilsonville on deposits which have been deposited with the City for less than 30 days. All cash deposits so paid to the City of Wilsonville by sewer users shall be credited by the Finance Department into a special account to be known as "Sewer Deposit Trust Account".

Section 13. Liability for Charges and Service Disconnection

All charges for sanitary sewer service furnished or rendered by the City of Wilsonville

shall be chargeable to the current user of the property where sanitary sewer service is supplied and, in addition, all persons signing an application for the use of sanitary sewer service shall be personally liable for all charges accrued against the property designated within the application. Charges for sanitary sewer service are due in full on the last day of the billing month. Accounts are considered delinquent if payment has not been received by the 15th of the following month. The City reserves the right to cut off and disconnect water service to the premises without further notice when charges for sanitary sewer service have not been paid within 25 days after the due date, and the expense thereof shall be borne by the user to which such service has been supplied. The City shall provide a minimum of 3 days' notice by a door hanger, phone call or by mail prior to water service disconnection to the user and mail notice to the owner.

ARTICLE VI

Appeals, Payment, Collection Enforcement and Disbursement Validity

Section 1. Appeals Procedure

- A. Any person aggrieved by a ruling under, interpretation of the provisions of this Resolution, or calculation made under the provision of this resolution may, within 30 days of the date of occurrence, submit a written appeal to the City Council of Wilsonville. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, and the nature of the impact of the ruling on appellant's property or business together with any other reasons for the appeal.
- B. The City Council will set a date at the next regularly scheduled Council meeting to hear the appeal within thirty (30) days thereafter at a regularly scheduled council meeting and hear testimony, if deemed necessary. The decision of the Council will be final.
- C. Appeal. A final decision of the City Council may be appealed by Writ of Review pursuant to ORS 34.010-34.100.

Section 2. Payment

Every person subject to a charge hereunder shall pay the same, when due, to the Finance Director of the City of Wilsonville.

Section 3. Collection

- A. The Finance Director of the City is hereby directed to collect the sewer user fees as provided for herein.
- B. Sewer user fees, when collected, shall be paid into a fund designated as the "Sewer Fund".
- C. Sewer user fees, as herein before provided, shall be collected monthly and if not paid within the (10) days from billing date, said charges shall then be deemed delinquent.
- D. Delinquent sewer service and service connection accounts shall bear interest from the day of delinquency at a rate of fifteen per cent (15%) per annum.
- E. Payments returned for insufficient funds shall be subject to a processing fee to be determined by the City Manager or designee.

Section 4. Enforcement

- A. The Finance Director of the City may use such means of collection as may be provided by the laws of the state of Oregon or permitted by the Charter and Ordinances of the City of Wilsonville.
- B. If a court suit or action is instituted to enjoin any unauthorized connections to or use of the sewage system, or for the collection of accounts, the City shall be entitled to collect, in addition to costs and disbursements provided by statute, such sum as any court, including any appellate court; may adjudge reasonable as attorney's fees in such suit or action.
- C. The City may, after providing notice as described in Article V Section 13, discontinue sewer service and disconnect buildings from the City's sewerage system if sewer service charges and/or sewer impact fees, or other fees under this resolution, become delinquent; or if the safety, health or welfare of the citizens of Wilsonville may be jeopardized; or, without notice in the case of

emergency affecting safety, health or welfare of its citizens; and the City may continue thereafter to refuse sewer service and sewer connections to such delinquent sewer user until all such delinquencies and interest are fully paid or until such safety, health or welfare problem is abated or cured.

Section 5. Disbursements for Interfund Transfers

The Finance Director may direct disbursements for interfund transfers generally through the annual budget process.

Section 6. Statement of Validity

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Section 7. Repeal of Existing Resolutions

By the adoption of this Resolution, Resolution No. 1987 and Resolution No. 2325 are hereby repealed.

Section 8. Effective Date

This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of December, 2025, 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

EXHIBITS:

A. Sewer User Fee Schedule

EXHIBIT A

Sewer User Fee Schedule

	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Residential Revenue Increase	25.44%	25.34%	25.24%	25.14%
Non-Residential Revenue Increase	32.00%	32.00%	32.00%	32.00%
<u>Base Charge by Class</u>				
Single Family Residential/Multifamily	\$24.89	\$31.19	\$39.07	\$48.89
Non-Residential				
5/8" or 3/4"	\$42.16	\$55.65	\$73.46	\$96.97
1"	\$66.11	\$87.26	\$115.18	\$152.04
1 1/2"	\$106.04	\$139.97	\$184.76	\$243.88
2"	\$153.91	\$203.16	\$268.18	\$353.99
3"	\$265.65	\$350.66	\$462.87	\$610.99
4"	\$425.32	\$561.42	\$741.07	\$978.22
6"	\$824.38	\$1,088.18	\$1,436.40	\$1,896.05
8"	\$1,303.26	\$1,720.31	\$2,270.80	\$2,997.46
10"	\$2,325.01	\$3,069.01	\$4,051.09	\$5,347.44
<u>Volume Charge:</u>				
<u>per CCF of water (>2 CCF)</u>				
Residential (additional units)	\$11.10	\$13.92	\$17.43	\$21.81
Non-Residential (additional units)	\$11.68	\$15.42	\$20.35	\$26.87

High Strength Rates	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Increase	32.00%	32.00%	32.00%	32.00%
Flow rate per CCF	\$11.68	\$15.42	\$20.35	\$26.87
BOD rate per Pound	\$1.36	\$1.79	\$2.37	\$3.13
TSS rate per Pound	\$1.36	\$1.79	\$2.37	\$3.13

Note: CCF = 100 cubic feet. Each 100 cubic feet equals approximately 748 gallons.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 15, 2025		Subject: Resolution No. 3230 Establishing and Imposing Just and Equitable Stormwater User Fees and Repealing Resolution No. 2507 and Resolution No. 2353. Staff Member: Zach Weigel, P.E. City Engineer and Keith Katko, Finance Director Department: Community Development and Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: December 15, 2025 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3230.			
Recommended Language for Motion: I move to adopt Resolution No. 3230.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2024 Stormwater Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution establishing and imposing just and equitable stormwater user fees and repealing Resolution No. 2507 and Resolution No. 2353, Capital Improvement Project (CIP) #7059.

EXECUTIVE SUMMARY:

Stormwater utility rates were last increased in January 2015 by Resolution No. 2507 to incorporate the storm pipe replacement needs identified in the 2014 Charbonneau Consolidated Improvement Plan. The adopted resolution included a stormwater rate adjustment schedule as follows:

Storm Utility Rate Increase

Date	Increase per EDU	New Rate	Percent Increase
2014	N/A	\$5.25	N/A
2015	\$1.70	\$6.95	32%
2016	\$1.70	\$8.65	24%
2017	\$0.65	\$9.30	8.0%
2018	\$0.65	\$9.95	7.0%
2019	\$0.65	\$10.60	6.5%
2020	\$0.65	\$11.25	6.0%
2021	\$0.65	\$11.90	5.5%

Since that time, the stormwater utility rate has not been adjusted and is not indexed for inflation.

On April 1, 2024, City Council adopted the 2024 Stormwater Master Plan (Ordinance No. 890). The adopted plan included an updated Capital Improvement Project (CIP) list consisting of stormwater infrastructure improvements that will be needed over the next twenty years to meet projected growth, operation and maintenance needs, and regulatory requirements.

Also impacting utility rates is the construction inflation that occurred between 2020 and 2023, with an estimated 53.8% increase according to the Federal Highway Administration: National Highway Construction Cost Index. Such an unprecedented increase in a short period of time has had a significant impact on the City's ability to fund needed stormwater capital improvement projects. As a result of the updated capital project list, construction inflation, and length of time since the last utility rate increase, review of the current utility rates is necessary to maintain financially sound stormwater utility fund.

Beginning in July 2024, the City entered into a Professional Services Agreement with FCS Group to perform a stormwater rate fee study, resulting in a recommended stormwater utility rate and implementation schedule. On April 21, 2025, City Council received a briefing from the project team regarding the stormwater utility fund revenue requirements, identifying a draft schedule of annual rate increases necessary to fund the City's stormwater utility. The project team followed up with a cost-of-service analysis and updated rate design for City Council consideration at a November 3, 2025 work session. Based on feedback provided by City Council, the final recommended stormwater utility rate and implementation schedule consists of an across-the-board adjustment as follows:

Year	2026	2027	2028
Proposed Rate Increase	35.5%	35.5%	35.5%

The rate increases shown will go into effect on January 1st of each year. After the stormwater rate increase implementation schedule is completed, an annual inflationary adjustment will begin on January 1, 2029, and continue each year thereafter.

In addition, the project team is recommending elimination of the storm utility rate exemption. There are currently 122 accounts across the City that are not currently charged a storm utility fee on their monthly utility bill, most of which are older accounts from the 1990's that did not have storm drainage service at that time, but since have been provided service. In addition, a major component of the storm water utility is management of runoff from public streets and facilities, as well as implementation of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm System System (MS4) permit program, which affects all customers within Wilsonville.

EXPECTED RESULTS:

The updated stormwater utility rate will provide the estimated revenue necessary to fund staffing, materials, and capital improvements necessary to maintain and operate the stormwater utility, replace worn out, outdated infrastructure and meet regulatory requirements, helping to maintain a financially sound stormwater utility program.

TIMELINE:

If adopted by City Council, the updated stormwater fee and implementation schedule will go into effect beginning on January 1, 2026.

CURRENT YEAR BUDGET IMPACTS:

The consultant work is included in the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget.

COMMUNITY INVOLVEMENT PROCESS:

The project team has held two (2) work sessions with City Council to discuss the stormwater utility rate and implementation schedule on April 21, 2025 and on November 3, 2025. On November 17, 2025, notice of the proposed stormwater utility rate increase was mailed to the top ten stormwater customers within Wilsonville, inviting questions, comments, and concerns to be shared with the project team.

Also, on November 17, 2025, notice of the proposed elimination of the storm utility rate exemption was mailed to all 122 affected property owners, inviting concerned customers to schedule time with the project team to discuss the stormwater utility fee and the potential increase on their monthly utility bill.

A public open house was held on December 2, 2025, with an estimated 50 interested stormwater

utility customers in attendance to learn about the stormwater utility rate, proposed fee increase and implementation schedule, and engage in a question-and-answer session with the project team. Advance notice of the open house was sent via postcard to every stormwater customer within Wilsonville, published in the Boones Ferry Messenger, and posted through *Let's Talk Wilsonville!* and social media.

A project webpage with up-to-date stormwater utility rate information has been maintained and updated by the project team for the duration of the project. Written public comments regarding the updated stormwater utility rates are included as **Attachment 1**.

There will be an opportunity for public comment at the December 15, 2025 City Council public hearing.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The updated stormwater utility rate and implementation schedule will provide the revenue necessary to maintain a financially sound stormwater utility program, helping to make sure stormwater runoff is properly treated, avoiding localized flooding in neighborhoods and on roadways, preventing erosion of stream channels and slopes, making for clean waterways and a healthy environment.

ALTERNATIVES:

Council could choose to adopt a stormwater utility rate and implementation schedule at a lower rate or slower schedule. However, doing so will likely lead to insufficient revenue to adequately maintain and operate the stormwater system and delayed capital investment to replace worn out, outdated infrastructure, ultimately resulting in deferred maintenance and higher future costs for customers.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Written Public Comment Received as of December 4, 2025
2. Resolution No. 3230
 - A. Stormwater User Fee Schedule

Sewer and Stormwater Utility Fees Open House – Comment Card

Item 20.



Please PRINT the following information:

Name: Elizabeth Crawford Email: ordirector@comcast.net
Address, City, Zip: _____

We appreciate your comments and feedback:

Would like to see more work on grants to support
this project and the increases on our
vulnerable citizens. With the hotels and nursery
homes in our small city - would like to see
them pay fair share.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees Open House – Comment Card



Please PRINT the following information:

Name: STEVE GASCHLER Email: STGPHD@GMAIL.COM
Address, City, Zip: 28511 COFFEE LAKE DR.

We appreciate your comments and feedback:

PLEASE LOWER THE INCREASE AND SPREAD IT
OUT OVER A LONGER PERIOD OF TIME MOST OF THE
PROJECTS CAN BE MOVED OUT 2-3 YEARS.
THANK YOU FOR YOUR CONSIDERATION.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees

Open House – Comment Card



the following information:

Email: _____

Zip: _____

your comments and feedback:

identified industry jargon or acronyms in presentations
be more clear in providing topic at beginning

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Remember to watch for project updates on the City of Wilsonville website.

Item 20.

From: [Whitney Best](#)
To: [Zach Weigel](#)
Subject: Utility Fee Increase Review Comment
Date: Monday, July 7, 2025 5:52:49 PM



Hello Zach,

I'm writing in response to the proposed utility fee increase, as published in *The Boones Ferry Messenger* July 2025 edition. I am strongly opposed to this egregious rate increase. My husband, myself, and our three boys, moved into Wilsonville in 2017. I was raised in Wilsonville; I attended Wood Middle School many years ago. As a long time member of this community I am saddened by the overburden placed on us, the taxpayers, and as those who are the customers of The City of Wilsonville. The Boeckman bridge, while lovely, is a suspect use of money when needs are so great for infrastructure elsewhere, and this is just one example. I am frustrated with how our money is being spent and in no way support the outrageous proposed 74% increase in our utility base bill. Please log my opposition to this proposed utility fee increase.

Thank you,
Whitney Best

From: liveboy727@yahoo.com
To: [Zach Weigel](#)
Subject: No new fees
Date: Tuesday, December 2, 2025 12:32:29 PM



Dear Zach,

As a resident of Wilsonville, I would like to express my concern regarding the proposed new sewer and storm water utility fee. Unfortunately, I am unable to attend tonight's meeting, but I still wanted to share my thoughts.

My family simply cannot afford any additional fees. The cost of nearly everything in our lives continues to rise, while pay rates do not keep pace. We are already facing enough financial strain from increased expenses and new fees elsewhere. Adding another mandatory charge would only make things more difficult for families like mine.

As a Wilsonville resident for the past 14 years, I respectfully vote **no** on this proposal.

Thank you for listening.

Sincerely,
Concerned Resident

RESOLUTION NO. 3230**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE STORMWATER USER FEES AND REPEALING RESOLUTION NO. 2507 AND RESOLUTION NO. 2353.**

WHEREAS, the City of Wilsonville Ordinance No. 433 provides the overall City implementing policy and procedures for stormwater management and for imposing a charge (stormwater fee) for stormwater services; and

WHEREAS, the purpose of this resolution is to provide a uniform framework for the imposition of a stormwater fee for stormwater services including, but not limited to, administrative review procedures and stormwater quality management. The stormwater fee is adopted to ensure that any person whose property generates stormwater runoff from impervious surfaces pay a stormwater fee for stormwater service in proportion to the amount of impervious surface area on their property; and

WHEREAS, the City of Wilsonville provides stormwater services including, but not limited to management and implementation of the City National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit and erosion control and sediment prevention program; maintenance, operation, and capital improvement of stormwater treatment and collection systems that serve public roadways and facilities; restoration of stream channels and wetlands to improve water quality and channel stability; street sweeping; and projects to address localized flooding, which benefit all utility customers residing and operating within the Wilsonville service district, and as a result are assessed and responsible for payment of the stormwater fee; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require stormwater charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, in 2024 the City of Wilsonville adopted a Stormwater Master Plan (Ordinance No. 890), including the list of stormwater system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, the stormwater user fee was last updated by City Council on January 5, 2015 (Resolution No. 2507) and has remained unchanged since January 1, 2021; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a stormwater utility rate study was initiated to determine necessary actions to address the effects of inflation on the stormwater utility fund since the last study completed in 2015 and evaluate revenue requirements to address the operating and capital needs identified in the 2024 Stormwater Master Plan; and

WHEREAS, the 2014 Charbonneau Consolidated Improvement Plan stormwater capital improvement project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the stormwater rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding stormwater user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred stormwater rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a stormwater service charge based on an Equivalent Residential Unit (ERU) of 2,750 square feet of impervious surface; and

WHEREAS, the City duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested stormwater utility customers on December 2, 2025; and

WHEREAS, Resolution No. 2353 applies to stormwater user fees and stormwater system development charges; and

WHEREAS, Resolution No. 2507 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater user fees and collection charges; and

WHEREAS, Resolution No. 3210 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater system development charges; and

WHEREAS, Resolution No. 3230 establishes new stormwater user fees and repeals Resolution No. 2353 and Resolution No. 2507, leaving in place Resolution No. 3210.

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

PART I	DETERMINATION & FINDINGS
PART II	DEFINITIONS
PART III	ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND DISBURSEMENT OF FUNDS
ARTICLE I	ADMINISTRATION
ARTICLE II	EFFECTIVE DATES
ARTICLE III	USER FEES FOR STORMWATER SERVICE
ARTICLE IV	DISBURSEMENT OF FUNDS
ARTICLE V	REFUNDS
ARTICLE VI	GENERAL FUND SERVICES
PART IV	STATEMENT OF VALIDITY
PART V	REPEAL OF EXISTING RESOLUTIONS
PART VI	EFFECTIVE DATE

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this Resolution.
- B. The City Council has reviewed the proposed stormwater fee for stormwater services and finds the proposed fee to be rationally based and financially prudent.

Part II: DEFINITIONS

The following words and phrases, as used within this Resolution, have the following definitions and meanings:

- A. "City Council" means the governing body of the City of Wilsonville.
- B. "DCD" means director of the Community Development Department.
- C. "Impervious Surface" means any substance or material restricting the passage of water including, but not limited to, roofing materials, concrete, asphalt, compacted gravel, compacted dirt, or excavated slopes.
- D. "Industrial" means all buildings or structures in which a product is manufactured, stored or distributed, or any combination of the above.
- E. "Owner" means the owner or owners of record title or; the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.
- F. "Stormwater" means water that originates during precipitation events, snowmelt or runoff water from overwatering that enters the stormwater system. Stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters.
- G. "Water quality" means a measure of the condition of water relative to the requirements of one or more biotic species and or to any human need or purpose. It is most frequently used by reference to a set of standards against which compliance can be assessed. The most common standards used to assess water quality relate to health of ecosystems, safety of human contact and drinking water.

Part III: ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND
DISBURSEMENT OF FUNDS

ARTICLE I
Administration

Section 1. The City's organization includes a Community Development Department, the Director of which is employed by the City Manager. In addition to such other duties and responsibilities that may be assigned to this person, the Director of

Community Development (DCD) shall be responsible for the administration of the stormwater fee as part of this Resolution, for developing administrative procedures for the calculation and collection of stormwater fees and for developing and administering stormwater management programs and related activities.

ARTICLE II Effective Dates

Section 1. Stormwater rates will be phased in over three years as reflected in **Exhibit A**. First increase shall be effective January 1, 2026. Subsequent increases shall be effective January 1, 2027 and January 1, 2028. An inflationary increase based on the Consumer Price Index, West Region will be applied to the stormwater rates on an annual basis effective January 1, 2029.

ARTICLE III User Fees for Stormwater Service

Section 1. Methodology

For ease of administration and to standardize application, the stormwater fee is based on an equivalent residential unit (ERU). The ERU is based on 2,750 square feet of impervious surface per equivalent residential unit.

Section 2. Implementation of Fees

A stormwater user fee is hereby imposed upon all water, sewer, and stormwater customers residing or operating within Wilsonville.

Section 3. Initial Service

When a water, sewer, or stormwater service is initially provided to any building(s), a stormwater user fee shall be charged monthly.

Section 4. Charge to Users

All water, sewer, and stormwater utility customers and users of properties with impervious surfaces are hereby charged stormwater user fee at the single-family

unit rate (ERU) as provided in **Exhibit A** per 2,750 square feet of impervious surface area. Actual monthly fees will be calculated in accordance with Ordinance No. 433.

- A. For each two thousand seven hundred fifty square feet of impervious surface the said property shall be charged the rate for a single-family unit. The minimum service charge shall be established at the rate of one single family unit.
- B. The stormwater for a mobile home park shall be established at the rate of one single-family per space.
- C. The stormwater fee for a multiple-family building or facility shall be calculated based on the square feet of impervious surface; however, the maximum charge shall be limited to the number of multiple family units on the property multiplied by the charge for a single-family unit.
- D. All charges for stormwater services furnished or rendered by the City of Wilsonville shall be chargeable to the current user of the property where water, sewer, or stormwater services are supplied. In addition, the current property user and property owner shall be personally liable for all charges accrued against the property designated within the application.
- E. The City reserves the right to cut off and disconnect water services to the premises without further notice when charges for water and stormwater services become delinquent, and the expense thereof shall be borne by the user to which such services have been supplied. The City shall provide a minimum of 3 days' notice by a door hanger or by mail prior to water service disconnection.

Section 5. Annual Increase of Fees

Stormwater user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article II, Section 1, of this Resolution.

Section 6. User Fees Within City

The stormwater fees effective January 1, 2026, January 1, 2027, and January 1, 2028 are provided in **Exhibit A**.

ARTICLE VI
Disbursement of Funds

Section 1. All payments received by the City for stormwater services rendered under the provisions of this resolution shall be deposited in the Stormwater Operating Fund.

Section 2. The stormwater fee payments received shall be credited to the accounts established for the operation and maintenance of the stormwater system and all conveyances, and all elements of the NPDES stormwater management program as well as any debt service which may be funded with revenue bonds which are repaid from the stormwater fee. Operations and maintenance costs may include personnel, equipment, materials, system replacements and capital improvement outlay.

ARTICLE V
Refunds

Section 1. Refunds of storm water fees may be made upon initiations of the DCD or upon written application filed with the DCD. Refunds shall only be allowed upon a finding by the DCD that there was an actual clerical error in the calculation of the fee.

ARTICLE VI
General Fund Services

Section 1. For use of city-owned right-of-way, a franchise fee of four percent (4%) of the gross annual revenue from the stormwater fee for stormwater services will be collected and remitted quarterly to the general fund.

Part IV: STATEMENT OF VALIDITY

- A. The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Part V: REPEAL OF EXISTING RESOLUTIONS

- A. By the adoption of this Resolution, Resolution No. 2353 and Resolution No. 2507 are hereby repealed.

Part VI: EFFECTIVE DATE

- A. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of December, 2025, 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

EXHIBITS:

A. Stormwater User Fee Schedule

EXHIBIT A

Stormwater User Fee Schedule

	1/1/2026	1/1/2027	1/1/2028
Revenue Increase	35.50%	35.50%	35.50%
<u>Charge per ERU</u>			
Residential	\$16.12	\$21.85	\$29.60

Multifamily & Non-Residential: is based on the impervious surface area divided by 2750 square feet, then multiplied by the residential rate (ERU)

Building Division

The Oregon Plumbing Code and the City of Wilsonville Code of Ordinances protect our public sewers from damage. The Community Development department oversees the effort to ensure this. The Building, Engineering, Natural Resources, and Industrial Pretreatment (Public Works) Divisions work together sharing plan reviews, field inspection data, and other information. Each division helps the others understand the many different regulations and standards involved in providing this protection for the public.

One example is a local vehicle rental business. The plumbing inspection revealed an oil/water separator vault that had been incorrectly modified at some time in the past. The separator was corroded and broken. This condition was not known until the new underground plumbing was installed. Although the plumbing drains were connected to the bad oil/water separator, the inspector stopped the installation until a correction or replacement could be made. This action prevented diesel, oil, grease, and other flammable substances from entering the public sewer or the surrounding ground.

Diligent inspections and sampling by the Industrial Pretreatment and the Natural Resources Divisions along with continuous construction contractor education keep our systems safe.



Oil separator vault—bad, removed from service

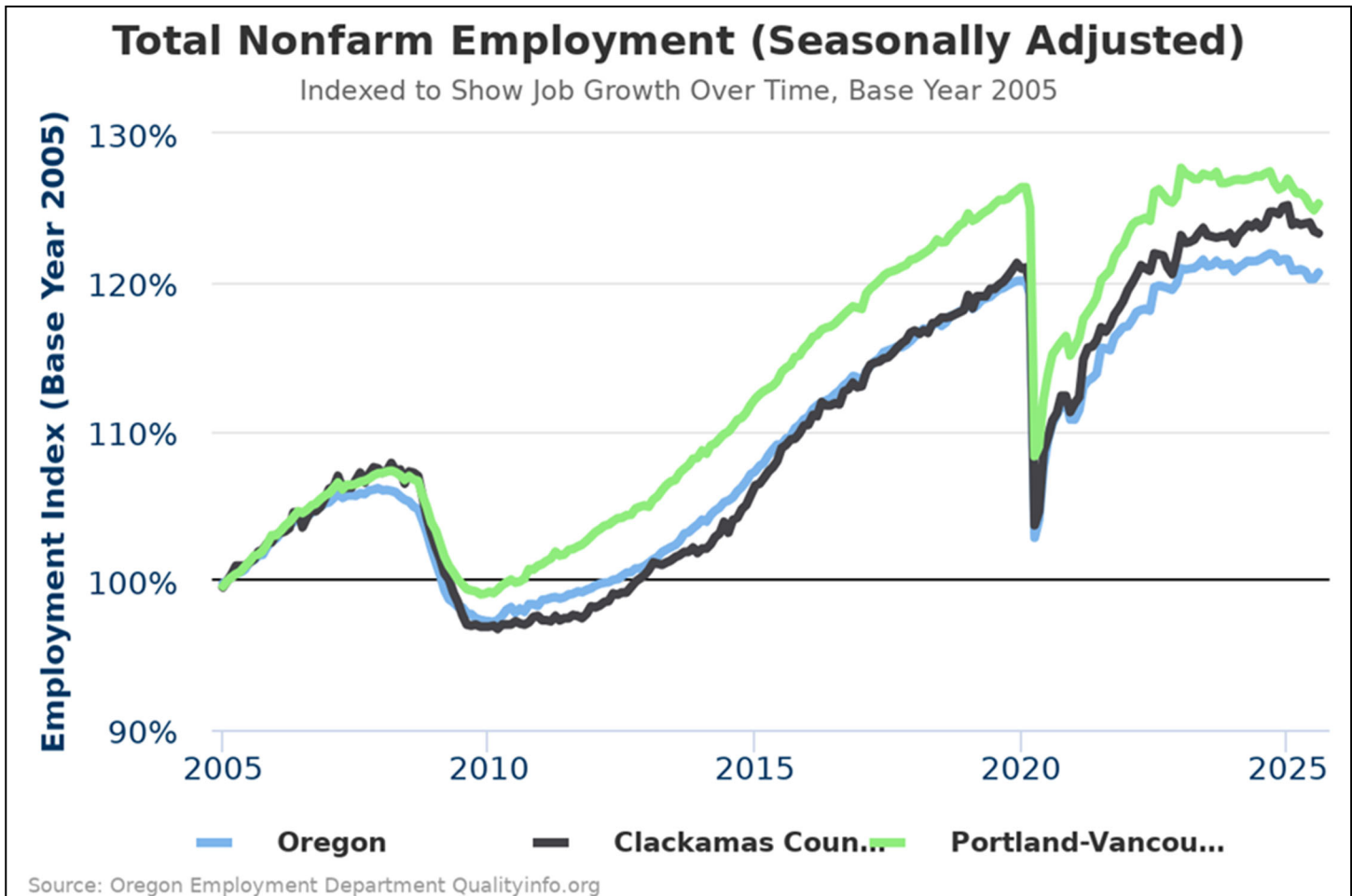


Oil separator vault—new replacement

Economic Development Division

Notes from the Desk of the Economic Development Manager

As 2025 wraps up, the national economy is showing a mix of good and not-so-good signs. The U.S. economy is still growing, but more slowly than earlier in the year. Inflation has come down from its peak but remains higher than many families and businesses would like. Hiring has also cooled, which is creating uncertainty about how strong the economy will be heading into 2026.



In Oregon, job growth has been weaker than the national average for much of the year. Recently, though, the state posted its strongest monthly job gains since 2022, suggesting that conditions may be stabilizing after a soft stretch.

For Wilsonville, these broader trends influence local hiring, business investment, and demand for industrial and commercial space. As the year ends, key things to watch include: national inflation and interest-rate decisions, Oregon's monthly jobs reports, and local activity in Wilsonville's manufacturing, logistics, and retail sectors. These indicators will help show whether the local economy is heading into 2026 on steady footing.

Economic Development Division

Planning Commission Briefed on EOA and EDS

On November 12, the Planning Commission heard from Associate Planner, Cindy Luxhoj, Economic Development Manager, Matt Lorenzen, and consultants from ECONorthwest. The commission was briefed on two components of the Wilsonville Industrial Land Readiness (WILR) project: the Economic Opportunities Analysis (EOA) and Economic Development Strategy (EDS). While the EOA is a land-use planning exercise, which inventories buildable employment lands (commercial and industrial) in the City and determines if the City has sufficient lands for a 20-year development horizon, the EDS is the strategy document which speaks to how the City can maximize the utility of its current and future employment lands.

The EOA shows the City has a small surplus of industrial land, and a deficit of commercial land, for the next 20 years. However, the commercial land deficit has an asterisk/footnote. Because there is so much re-use and redevelopment potential in the City, particularly in Town Center, the commercial land deficit is actually quite small. From a policy perspective, staff feels maintaining a small deficit is actually not just prudent but also smart, as it will place market pressure on filling current vacancies, rather than developing new at the periphery of the City.

The EDS has six (6) outcome areas of focus, with corresponding action items. The six (6) areas address Coffee and Basalt Creek industrial areas, Town Center, Zoning and Infrastructure generally, Retail and Restaurant expansion, employment opportunities and wages, and the City's status in the region as a major employment and economic driver. Some of these outcomes depend on additional/new funding, and/or staff capacity. The City Council will review the EOA and EDS with staff at their December 1 meeting. They will need to provide policy guidance and their opinion of prioritization in order to focus resources where they see the most value and opportunity.

State of the Westside

The 2025 State of the Westside event on November 20 brought together business and policy leaders to examine Oregon's economic competitiveness. Panelists discussed recent survey data showing that nearly one quarter of Oregon companies were contacted by out-of-state recruiters, and that most of those ultimately chose to expand or relocate elsewhere. This trend, they emphasized, is already affecting where employers invest and hire.

Speakers pointed to several contributing factors, including higher operating costs, workforce challenges, and regulatory and permitting delays that make Oregon less competitive. With the state facing ongoing economic uncertainty, they stressed that losing business investment also threatens the income-tax revenue that funds essential public services.

Despite the concerns, the event highlighted opportunities for improvement—particularly around clearer statewide economic strategy, streamlined processes, tax reform, and stronger coordination across jurisdictions. The overall message: competitiveness can improve, but action is needed now.



Economic Development Division

Mayor and Staff Welcome OSCU to Wilsonville

Last week the community came together to celebrate Oregon State Credit Union's (OSCU) brand-new branch at 25529 SW Gwen Drive with a ribbon-cutting and Grand Opening event.

The new full-service branch is part of OSCU's expansion throughout the Willamette Valley, and brings a wide range of banking services — from personal and business banking, savings and checking accounts, loans and mortgages to wealth management and 24/7 ATM access — directly to Wilsonville residents and businesses.



At the ribbon-cutting event, on November 21, co-hosted by the Chamber of Commerce, the Mayor shared remarks and welcomed OSCU to the City. He cut the ribbon with OSCU CEO Gary Shuette, depicted above.

From the City's standpoint, the new branch represents a win for Wilsonville — offering residents and businesses easier access to financial services, strengthening local banking options, and contributing to the city's economic vitality.

Local Business Newsletter

The latest newsletter can be viewed at: <https://bit.ly/ec-dev-news>

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 2025 Completed Construction

This summer, the City completed crack sealing, localized pavement spot repairs, and slurry sealing in the Villebois, Park at Merryfield, and other nearby neighborhoods bounded by the following roads: North of Wilsonville Road, South of Boeckman, West of Kinsman, and East of Grahams 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. Slurry sealing involves spreading a thin layer of asphalt mixed with water and tiny gravel over the road. This layer fills in small cracks and smooths out bumps, protects the road from water and sun damage, improves traction for cars and bikes, and helps the road last longer. The City is currently evaluating additional areas of crack sealing and localized pavement spot repairs to occur in summer 2026.

- **Planned Construction**

Century West is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

- ◇ FY 2025-26

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

- ◇ 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

The City is currently preparing an Invitation to Bid (ITB) for Construction for the fiscal year (FY) 2025-26 projects. We anticipate that the ITB will be released in early 2026 and the construction is expected to occur in summer 2026.

Annual Pedestrian Enhancements (4717)

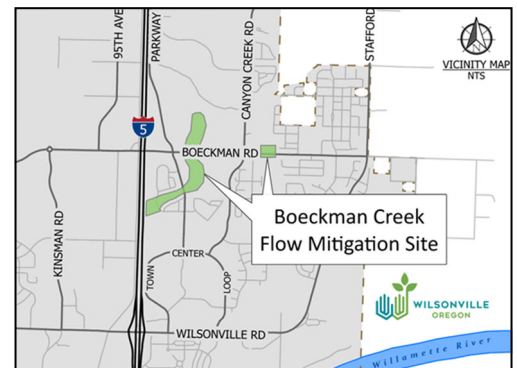
This project provides various high visibility pedestrian crossing enhancements throughout the City, with three currently in design at 90% and construction targeted for spring of 2026. These locations include: mid-block crossing and bus shelter relocation north of Freeman Drive 95th Avenue, mid-block crossing on Wimbledon Circle between Courtside Drive and Volley Street, and a mid-block crossing on Parkway Center Drive north of Burns Way. New efforts are underway for upgrades at three locations along Parkway Avenue, including Ash Meadows Lane, Ash Meadows Road, and Thunderbird Drive, with engineering design in winter of 2025/2026.

Engineering Division, Capital Projects

Boeckman Creek Flow Mitigation (7068)

This project will look at storm water 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. 100% plans have been submitted to the City and are under review. Property acquisition is underway with purchase offers recently presented to property owners. Several Owners have agreed and easements are being recorded. Bidding is expected in January. 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



Boeckman Creek Interceptor and Trail (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. Field investigations of the original area are finished. Capital improvement project (CIP) 7054, Gesellschaft Water Well Channel Restoration, was also brought into this project to minimize City design and construction costs. A State Revolving Fund Loan has been secured to help cover project costs. Additionally, an Oregon Community Path Grant has been secured for the last segment – crossing Boeckman Creek up to Wilsonville Road. This portion of the project will need to be a separate project due to grant requirements.

Preliminary design iterations are complete, and several workable solutions have been identified to meet all project needs. 60% plans were delivered to the City in June and reviewed by City Staff. Minor design refinements are expected to avoid impacts to existing trees and to minimize project costs.

The right of way acquisition process has started on part of this project. At least two (2) resolutions of need will be requested at Council to meet the project timeline. The resolution of need will request authorization of property acquisition up to and including the use of eminent domain.

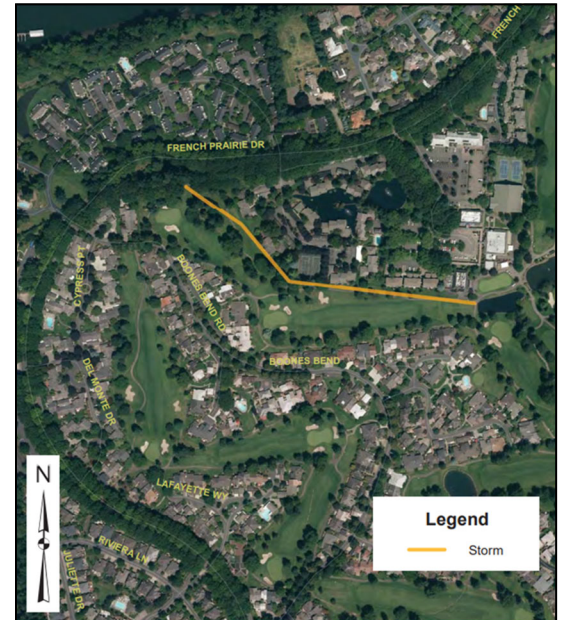
Brown Road Improvements Project (1148)

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 90% design to the City in September 2025, and the City has provided comments. A third Community Open House is planned for December 3, 2025 at Wood Middle School to present updated designs and concepts with the community and any other interested partners. Council approved property acquisitions required to complete the project in August 2025, and the right of way acquisition process is underway. The City anticipates construction will begin in spring of 2026 and will be completed by the end of 2026.

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. The project is currently negotiating a Task Order for engineering design off the current On-Call Civil Engineering list.



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 (2) 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. A Request for Proposals was advertised for engineering design and survey fieldwork/data collection, and the project is in negotiations with the selected Consultant on scope and fee for the project.

Data collection and engineering design is anticipated to start in a few months, and 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 (2) roundabouts with the intersections of Brisband Street and 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. The City anticipates the 30% design will be delivered by the consultant team in early 2026.

West Side Level B Reservoir and Transmission Main (1149)

This project includes design and construction of a new 3-million-gallon water reservoir just west of City limits, along with approximately 3500 feet of 24-inch transmission main on Tooze Road connecting to the City water system. City Council awarded the construction contract to Tapani, Inc. in June 2024. Construction began in July 2024 and is scheduled for completion in November 2025.

Completed Major Elements: Grading and landscaping of the site, reservoir construction and concrete pre-stressing, onsite utilities, fencing, transmission main installation, and paving of Tooze Rd.

Tank construction and pre-stressing were completed in March, with transmission main testing completed in August, followed by disinfection and testing of the reservoir in September. The Tooze Road. transmission main installation and paving are complete. Final testing and commissioning of the new reservoir are scheduled for December 2025.



Waterproofing the tank exterior base

WTP Expansion to 20 MGD (1144)

This project expands the water treatment plant (WTP) capacity to 20 million gallons per day to support water demands in the City and Sherwood. Construction began in June 2022, with final completion expected in December 2025.

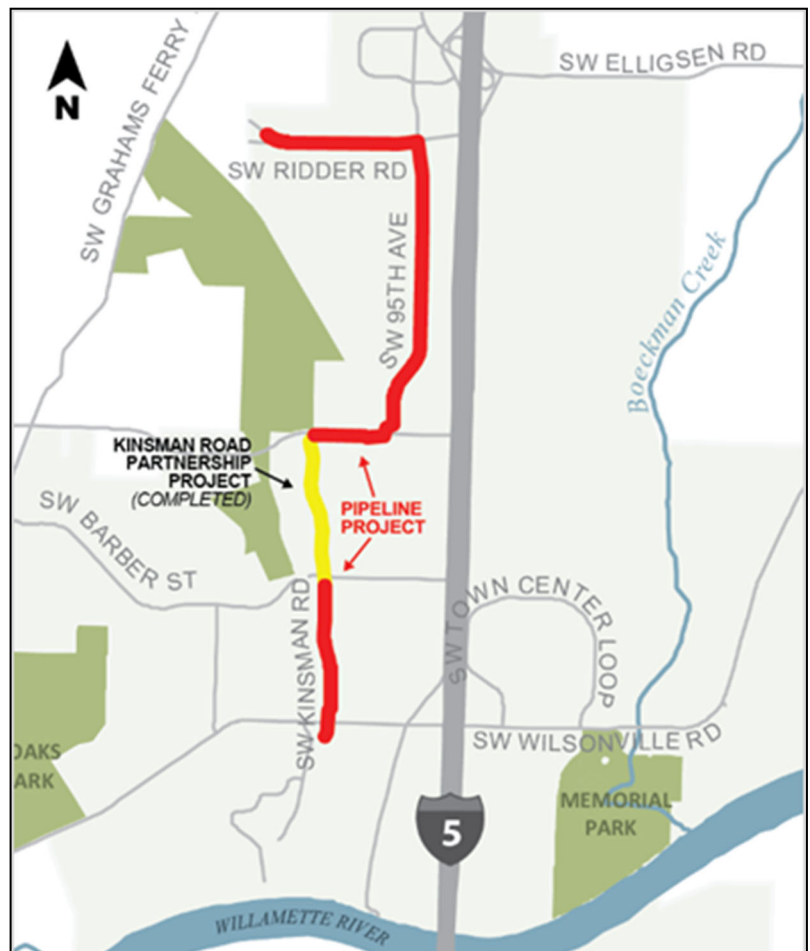
Completed Major Elements: Larger pumps, electrical equipment, and generator, seismic improvements, and replacement of portions of the treatment process. Programming of the new electrical transformer, switchgear, and generator is currently underway, after which the project will be complete.

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. Temporary traffic control during restoration will require detours and one-way travel to accommodate construction activities. 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. Temporary traffic control during final restoration efforts will be required to accommodate remaining construction activities. Pipe install on Ridder Road west of 95th Avenue began in June 2025 and a full road closure during construction will be in place for at least seven (7) months.



Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The status of this project remains the same as last month. The project is being purchased by a new contractor who will finish the improvements. The contractor continues to work on punchlist items for closeout. The plat has been recorded. The City has not yet received building permits nor plans for the open space improvements.

Frog Pond West

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Crossing, Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, and Frog Pond Vista subdivisions is on-going.

- The contractor is continuing to work to install the new paths at the Frog Pond Neighborhood Park project.
- Frog Pond Cottage Park Place, Phase I, a 12-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Ridgecrest subdivision, is anticipated to begin construction in spring 2026.
- Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road, is under construction. Curbs have been installed. Frog Pond Lane is prepped for paving. Crews are working on installing the wall along Stafford Road. Picture taken looking northeast from Frog Pond Lane
- Construction is nearing completion at Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road. The contractor is working on punchlist items.
- Frog Pond Ridgecrest, a 54-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Terrace subdivision, is working on installing the storm facilities and franchise utilities. Curbs have been installed.



Frog Pond Petras



Frog Pond Primary



Frog Pond Ridgecrest

Natural Resources Division

Arrowhead Creek Park Pollinator Garden

On November 15, 2025, the City and Friends of Trees hosted a planting event at Arrowhead Creek Park. Seventy volunteers participated in the planting event, which included the installation of 600 native plants in an existing pollinator garden.

Since 2002, the City of Wilsonville has partnered with Friends of Trees Green Space program on a wide variety of natural resource planting, restoration, and maintenance activities. Founded in 1989, Friends of Trees is a regional leader in improving the urban tree canopy and restoring sensitive natural areas through programs delivered by thousands of volunteers.



Planning Division, Current

Administrative Land Use Decisions Issued

- 1 Type A Tree Permit
- 3 Type B Tree Permits
- 1 Class 1 Administrative Review
- 2 Class 1 Sign Permits
- 1 Class 1 Wireless Review

Construction Permit Review, Development Inspections, and Project Management

In November, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- A new neighborhood park in Frog Pond
- CIS Office Building at Wilsonville Road and Kinsman Road
- Frog Pond Primary School
- Industrial development on Day Road and Garden Acres Road
- Residential subdivisions in Frog Pond West
- Vuela Transit Oriented Development (TOD) on Barber Street

Development Review Board (DRB)

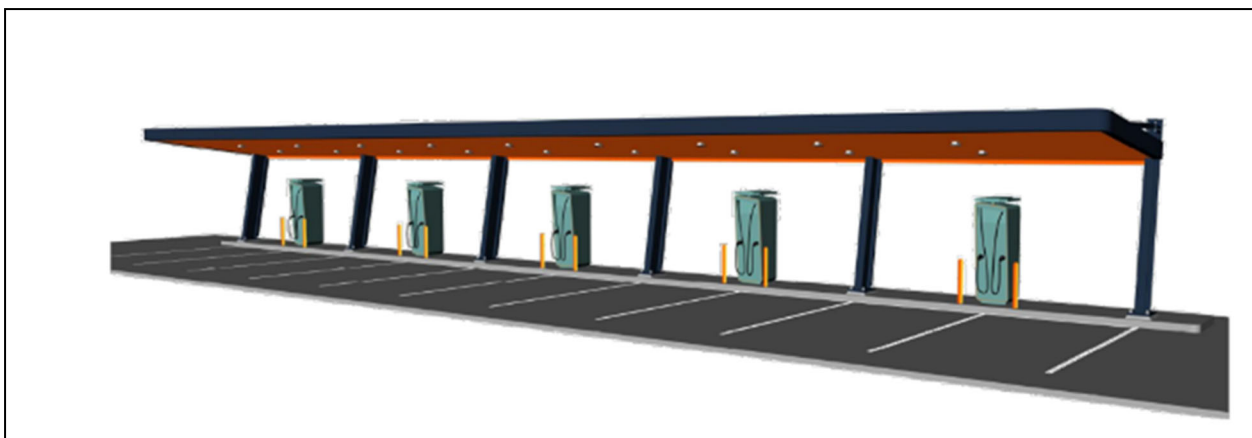
DRB Panel A did not meet in November.

DRB Panel B did not meet in November.

DRB Projects Under Review

During November, Planning staff actively worked on the following projects in preparation for public hearings before the Development Review Board:

- Modular offices at Republic Services
- Vehicle charging station at Barber Street and Boones Ferry Road
- Twist Bioscience storage buildings at ParkWorks
- PGE Transmission Line Upgrade in northwest Wilsonville



Proposed Vehicle Charging Stations with Canopy at Barber Street and Boones Ferry Road

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 will focus 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 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 November, the project team continued work on a Code Assessment Memo that will identify where changes to the City's Development Code are required, along with options for other updates that will enable the City to offer a transparent and customer service-friendly residential development review process. The project team will share this memo with Planning Commission and City Council at work sessions in December. Development Code edits related to Section 3 of SB 974 must be in effect by July 1, 2026.

Planning Commission

On November 12, the Planning Commission held a work session where they provided feedback on the draft Economic Opportunities Analysis and Economic Development Strategy for the Citywide portion of the Wilsonville Industrial Land Readiness (WILR) Project.

Wilsonville Industrial Land Readiness (WILR) Project

The Wilsonville Industrial Land Readiness (WILR) project combines a focused analysis of development potential in the Basalt Creek Concept Plan area with a citywide Economic Opportunities Analysis and Economic Development Strategy. Together, these efforts are designed to guide long-term job growth and land use planning. In November, consultant work in Basalt Creek continued to refine land use options for the West Railroad area and advance an infrastructure funding plan. The consultant team also completed a draft Economic Opportunities Analysis and Economic Development Strategies, which will be presented to the City Council in December.

- **ANNUAL COMPREHENSIVE FINANCE REPORT (ACFR):** The ACFR is the City's signature year-end financial report and we are close to completion. It provides a complete, audited, and transparent look at the City's financial health—showing how public money was managed, what resources the City has, what it owes, and how it performed over the past year. Because it follows strict accounting and audit standards, the ACFR helps build public trust, supports better policy and budget decisions, and is an important tool for credit rating agencies when evaluating the City's financial strength. It also serves as a valuable long-term record, helping us track financial trends, understand major liabilities like pensions and debt, and support future planning.

Producing the ACFR takes several months after the fiscal year ends because it's a highly detailed and audited document that relies on many moving parts. Closing the book, reconciling accounts, and finalizing all year-end activity—is a big undertaking. The report must also meet rigorous Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) reporting requirements and include extensive notes, schedules, and historical data. On top of that, external auditors review the information, test internal controls, and verify balances, which often involves multiple rounds of follow-up. Some key pieces—like pension and Post-Employment Benefits (OPEB) actuarial reports, capital project updates, and depreciation schedules—aren't available right away and can add to the timeline. All of these steps make the ACFR a complex, citywide effort that naturally takes several months to complete accurately and responsibly. A special thanks to Dillon Jenkins, the City's Senior Accountant, for shepherding us through this process.

- **PARKS MAINTENANCE FEE:** The department is working in conjunction with the Parks and Recreation department in preparing additional information and updated proposal that emphasizes transparency, keeps any residential fee low, and reimagines a non-residential (commercial/industrial) fee structure. The discussion will return for additional Council consideration in the new year.
- **MANAGING the "Wild Card": Attrition's Influence on Budget, Actuals, and Forecasts:** The City currently has several vacant positions, and some context may help explain how this influences City finances. When positions go unfilled, payroll costs go down, which can make the budget look better in the short term. But those vacancies also tend to slow down day-to-day operations and delay key projects—especially in the Capital Improvement Program. When that happens, planned spending and fund transfers often get pushed into future periods.

This makes our financial forecasts harder to predict, and those delayed costs can end up being higher due to inflation, market changes, or contractor timing. Over the long run, too much attrition can impact service levels and create a less accurate picture of both current budget results and long-term planning. While we do our best to account for attrition in our financial models, it remains a bit of a wild card and can lead to differences between budgeted, actual, and forecasted amounts.

- **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	\$ 8,315,179	\$ 9,213,321	47%
Intergovernmental	3,254,985	261,446	2,993,539	8%
Licenses and permits	171,700	112,233	59,467	65%
Charges for services	384,102	191,610	192,492	50%
Fines and forfeitures	180,000	67,728	112,272	38%
Investment revenue	531,000	257,610	273,390	49%
Other revenues	675,650	587,247	88,403	87%
Transfers in	6,477,241	2,338,194	4,139,047	36%
TOTAL REVENUES	\$ 29,203,178	\$ 12,131,246	\$ 17,071,932	42%
Personnel services	\$ 14,095,430	\$ 5,034,978	\$ 9,060,452	36%
Materials and services	14,992,012	5,497,461	9,494,551	37%
Capital outlay	135,000	78,604	56,396	58%
Transfers out	6,049,658	438,678	5,610,980	7%
TOTAL EXPENDITURES	\$ 35,272,100	\$ 11,049,720	\$ 24,222,380	31%
610 - Fleet Fund				
Charges for services	\$ 1,933,368	\$ 805,570	\$ 1,127,798	42%
Investment revenue	48,000	15,488	32,512	32%
TOTAL REVENUES	\$ 1,981,368	\$ 833,123	\$ 1,148,245	42%
Personnel services	\$ 1,155,130	\$ 379,559	\$ 775,571	33%
Materials and services	840,440	314,684	525,756	37%
Capital outlay	532,000	106,677	425,323	20%
TOTAL EXPENDITURES	\$ 2,527,570	\$ 800,921	\$ 1,726,649	32%
230 - Building Inspection Fund				
Licenses and permits	\$ 952,000	\$ 405,924	\$ 546,076	43%
Investment revenue	157,000	57,911	99,089	37%
TOTAL REVENUES	\$ 1,109,000	\$ 463,835	\$ 645,165	42%
Personnel services	\$ 1,148,520	\$ 350,623	\$ 797,897	31%
Materials and services	243,155	34,813	208,342	14%
Transfers out	422,808	176,170	246,638	42%
TOTAL EXPENDITURES	\$ 1,814,483	\$ 561,607	\$ 1,252,876	31%
231 - Community Development Fund				
Licenses and permits	\$ 446,718	\$ 351,757	\$ 94,961	79%
Charges for services	457,002	99,820	357,182	22%
Intergovernmental	598,995	-	598,995	0%
Investment revenue	93,000	35,154	57,846	38%
Transfers in	4,627,515	1,121,412	3,506,103	24%
TOTAL REVENUES	\$ 6,223,230	\$ 1,608,143	\$ 4,615,087	26%
Personnel services	\$ 3,995,690	\$ 1,411,911	\$ 2,583,779	35%
Materials and services	1,031,820	357,294	674,526	35%
Transfers out	1,170,209	281,000	889,209	24%
TOTAL EXPENDITURES	\$ 6,197,719	\$ 2,050,205	\$ 4,147,514	33%
240 - Road Operating Fund				
Intergovernmental	\$ 2,181,000	\$ 554,737	\$ 1,626,263	25%
Investment revenue	26,000	12,452	13,548	48%
Transfers in	509,940	16,667	493,273	3%
TOTAL REVENUES	\$ 2,716,940	\$ 583,856	\$ 2,133,084	21%
Personnel services	\$ 608,120	\$ 169,777	\$ 438,343	28%
Materials and services	754,894	313,608	441,286	42%
Capital outlay	44,850	-	44,850	0%
Debt service	360,000	41,603	318,397	12%
Transfers out	1,420,588	208,255	1,212,333	15%
TOTAL EXPENDITURES	\$ 3,188,452	\$ 733,244	\$ 2,455,208	23%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,661,000	\$ 947,788	\$ 1,713,212	36%
Investment revenue	172,000	63,341	108,659	37%
TOTAL REVENUES	\$ 2,833,000	\$ 1,011,130	\$ 1,821,870	36%
Transfers out	\$ 3,081,080	\$ 1,245,245	\$ 1,835,835	40%
TOTAL EXPENDITURES	\$ 3,081,080	\$ 1,245,245	\$ 1,835,835	40%
260 - Transit Fund				
Taxes	\$ 6,300,000	\$ 1,420,598	\$ 4,879,402	23%
Intergovernmental	2,757,000	1,460,508	1,296,492	53%
Charges for services	20,000	8,341	11,659	42%
Investment revenue	698,000	212,865	485,135	30%
Other revenues	21,000	6,367	14,633	30%
TOTAL REVENUES	\$ 9,796,000	\$ 3,108,679	\$ 6,687,321	32%
Personnel services	\$ 5,871,460	\$ 1,823,756	\$ 4,047,704	31%
Materials and services	2,914,658	1,059,394	1,855,264	36%
Capital outlay	1,158,000	2,539	1,155,461	0%
Transfers out	3,062,248	1,467,982	1,594,266	48%
TOTAL EXPENDITURES	\$ 13,006,366	\$ 4,353,672	\$ 8,652,694	33%
510 - Water Operating Fund				
Charges for services	\$ 10,864,000	\$ 4,881,720	\$ 5,982,280	45%
Investment revenue	412,000	173,570	238,430	42%
Other revenues	40,000	15,009	24,991	38%
TOTAL REVENUES	\$ 11,316,000	\$ 5,070,298	\$ 6,245,702	45%
Personnel services	\$ 753,650	\$ 177,304	\$ 576,346	24%
Materials and services	5,285,211	1,117,962	4,167,249	21%
Capital outlay	2,204,493	321,004	1,883,489	15%
Debt service	375,000	43,273	331,727	12%
Transfers out	3,700,814	570,449	3,130,365	15%
TOTAL EXPENDITURES	\$ 12,319,168	\$ 2,229,992	\$ 10,089,176	18%
520 - Sewer Operating Fund				
Charges for services	\$ 7,833,000	\$ 2,651,582	\$ 5,181,418	34%
Investment revenue	380,000	134,003	245,997	35%
Other revenues	31,500	10,036	21,464	32%
Loan proceeds	10,500,000	-	10,500,000	0%
Transfers in	600,000	-	600,000	0%
TOTAL REVENUES	\$ 19,344,500	\$ 2,795,621	\$ 16,548,879	14%
Personnel services	\$ 505,250	\$ 161,961	\$ 343,289	32%
Materials and services	4,729,522	1,252,309	3,477,213	26%
Capital outlay	114,850	-	114,850	0%
Debt service	2,886,000	29,456	2,856,544	1%
Transfers out	13,823,655	892,534	12,931,121	6%
TOTAL EXPENDITURES	\$ 22,059,277	\$ 2,336,260	\$ 19,723,017	11%
550 - Street Lighting Fund				
Charges for services	\$ 559,000	\$ 187,781	\$ 371,219	34%
Investment revenue	34,000	13,768	20,232	40%
TOTAL REVENUES	\$ 593,000	\$ 202,549	\$ 390,451	34%
Materials and services	\$ 367,290	\$ 78,093	\$ 289,197	21%
Transfers out	1,280,827	65,383	1,215,444	5%
TOTAL EXPENDITURES	\$ 1,648,117	\$ 143,476	\$ 1,504,641	9%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,581,000	\$ 1,206,927	\$ 2,374,073	34%
Investment revenue	242,000	82,843	159,157	34%
TOTAL REVENUES	\$ 3,823,000	\$ 1,289,770	\$ 2,533,230	34%
Personnel services	\$ 480,980	\$ 117,123	\$ 363,857	24%
Materials and services	848,994	178,387	670,607	21%
Capital outlay	44,850	-	44,850	0%
Debt service	325,000	37,504	287,496	12%
Transfers out	4,759,006	576,149	4,182,857	12%
TOTAL EXPENDITURES	\$ 6,458,830	\$ 909,162	\$ 5,549,668	14%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,500,000	\$ 697,400	\$ 1,802,601	28%
Investment revenue	27,000	55,899	(28,899)	207%
TOTAL REVENUES	\$ 2,527,000	\$ 753,298	\$ 1,773,702	30%
Materials and services	\$ 19,540	\$ -	\$ 19,540	0%
Transfers out	3,573,177	434,706	3,138,471	12%
TOTAL EXPENDITURES	\$ 3,592,717	\$ 434,706	\$ 3,158,011	12%
348 - Washington County TDT				
Washington County TDT	\$ -	\$ -	\$ -	-
Investment revenue	112,000	33,759	78,241	30%
TOTAL REVENUES	\$ 112,000	\$ 33,759	\$ 78,241	30%
346 - Roads SDC				
System Development Charges	\$ 2,100,000	\$ 731,039	\$ 1,368,961	35%
Investment revenue	287,000	116,182	170,818	40%
TOTAL REVENUES	\$ 2,387,000	\$ 847,221	\$ 1,539,779	35%
Materials and services	\$ 40,760	\$ -	\$ 40,760	0%
Transfers out	8,213,181	97,445	8,115,736	1%
TOTAL EXPENDITURES	\$ 8,253,941	\$ 97,445	\$ 8,156,496	1%
396 - Parks SDC				
System Development Charges	\$ 1,320,000	\$ 166,220	\$ 1,153,780	13%
Investment revenue	77,000	31,455	45,545	41%
TOTAL REVENUES	\$ 1,397,000	\$ 197,676	\$ 1,199,324	14%
Materials and services	\$ 9,490	\$ -	\$ 9,490	0%
Transfers out	918,557	45,924	872,633	5%
TOTAL EXPENDITURES	\$ 928,047	\$ 45,924	\$ 882,123	5%
516 - Water SDC				
System Development Charges	\$ 1,000,000	\$ 397,604	\$ 602,396	40%
Investment revenue	65,000	40,287	24,713	62%
TOTAL REVENUES	\$ 1,065,000	\$ 437,891	\$ 627,109	41%
Materials and services	\$ 14,570	\$ -	\$ 14,570	0%
Debt service	453,000	76,512	376,488	17%
Transfers out	3,888,490	1,634,200	2,254,290	42%
TOTAL EXPENDITURES	\$ 4,356,060	\$ 1,710,711	\$ 2,645,349	39%
526 - Sewer SDC				
System Development Charges	\$ 1,000,000	\$ 172,527	\$ 827,474	17%
Investment revenue	30,000	18,348	11,652	61%
TOTAL REVENUES	\$ 1,030,000	\$ 190,874	\$ 839,126	19%
Materials and services	\$ 12,380	\$ -	\$ 12,380	0%
Transfers out	1,751,531	41,402	1,710,129	2%
TOTAL EXPENDITURES	\$ 1,763,911	\$ 41,402	\$ 1,722,509	2%
576 - Stormwater SDC				
System Development Charges	\$ 170,000	\$ 43,183	\$ 126,817	25%
Investment revenue	144,000	43,293	100,707	30%
TOTAL REVENUES	\$ 314,000	\$ 86,476	\$ 227,524	28%
Materials and services	\$ 5,650	\$ -	\$ 5,650	0%
Transfers out	647,645	49,665	597,980	8%
TOTAL EXPENDITURES	\$ 653,295	\$ 49,665	\$ 603,630	8%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
815 - Westside Capital Projects				
Investment revenue	\$ 224,000	\$ 72,240	\$ 151,760	32%
TOTAL REVENUES	\$ 224,000	\$ 72,240	\$ 151,760	32%
Materials and services	\$ 375,000	\$ 38,355	\$ 336,646	10%
Capital outlay	2,851,000	201,951	2,649,049	7%
TOTAL EXPENDITURES	\$ 3,226,000	\$ 240,306	\$ 2,985,694	7%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 14,000	\$ 4,312	\$ 9,688	31%
Transfers in	500,000	500,000	-	100%
TOTAL REVENUES	\$ 514,000	\$ 504,312	\$ 9,688	98%
Materials and services	\$ 236,004	\$ 59,068	\$ 176,936	25%
TOTAL EXPENDITURES	\$ 866,004	\$ 59,068	\$ 806,936	7%
827 - Coffee Creek Debt Service				
Taxes	\$ 718,000	\$ 219,597	\$ 498,403	31%
Investment revenue	29,000	8,006	20,994	28%
TOTAL REVENUES	\$ 747,000	\$ 227,603	\$ 519,397	30%
Debt service	\$ 780,000	\$ 500,000	\$ 280,000	64%
TOTAL EXPENDITURES	\$ 780,000	\$ 500,000	\$ 280,000	64%
830 - Wilsonville Investment Now Program				
Taxes	\$ 1,174,100	\$ 577,872	\$ 596,228	49%
TOTAL REVENUES	\$ 1,174,100	\$ 577,872	\$ 596,228	49%
Materials and services	\$ 1,174,100	\$ -	\$ 1,174,100	0%
TOTAL EXPENDITURES	\$ 1,174,100	\$ -	\$ 1,174,100	0%



Youth Librarian Ann performs a storytime for students of Valley Christian Preschool on Nov. 10.

From the Director

November was such a fun month at the library! With the days getting shorter and colder, we loved seeing folks cozy up with books, stop by for programs, and share in the energy of the season.

November is a great time to reflect on gratitude. The library is a busy, bustling community hub that sees on average more than 400 people come through the doors each day. I am particularly thankful for the Wilsonville community. You make the library a vibrant gathering space and you bring life to what would otherwise be just a building with books.

Thank you for sharing your favorite books with us (we love that!). Thank you for bringing your kids to story time. Thank you for working from the library, for meeting at the library, for picking up your holds, for attending events, for asking us questions — you are a big part of what makes the Wilsonville Library so special.

-Shasta Sasser, Library Director

Children's Services

A Series of Fortunate Funday Events

While school was out on Monday, Nov. 10, Youth Services staff held a full day of activities for elementary age children. Activities included LEGO builds, a screening of the movie *The Wild Robot*, and board games and puzzles.

Tween Crochet Corner

Outreach Librarian Crystal taught basic crochet skills to kids ages 10-13 at this program on Thursday, Nov. 20.

Music Class with Heartstrings Mandarin

Children 7 years and younger, along with their parents, played with instruments, listened to stories, and learned some Mandarin on Saturday, Nov. 22.

UPCOMING:

- Series Saturday featuring "Baby-sitters Club" on Saturday, Dec. 6, at 2pm.
- Spanish Storytime on Saturday, Dec. 13, at 11am.
- Pink Pig Puppet Theater on Saturday, Dec. 20, at 11am.



Fans of "The Diary of a Wimpy Kid" book series enjoyed book-related trivia, crafts, and snacks at the Series Saturday program on Saturday, Nov. 1.



The Teen book collection includes a Spanish language section, which has fiction, non-fiction, and graphic novels.

Teen Services

Teen Afterschool Drop-in Activities

On Wednesday afternoons from 3-6pm, teens dropped in to the library's Teen Area for video games, movies, crafts, and snacks. Popular with the teens in November was the film "Wicked," in anticipation of the November release of the film's sequel.

UPCOMING:

- Youth Librarians visits to Meridian Middle School and Wilsonville High School
- Teen Advisory Board meetings at 4:30pm on Mondays, Dec. 8 and 22.

Adult Services

Genealogy Club

Librarian Malia presented the online database "FamilySearch," and demonstrated ways to use it at the Genealogy Club meeting on Monday, Nov. 17. Twenty people attended the monthly meeting.

Tabletop Game Night

November's featured game on Thursday, Nov. 6, was "Betrayal at House on the Hill." The board game has players exploring a haunted house, and then fighting for their survival against one player who 'betrays' them. Everyone had a great time over the ninety minutes of game play.

UPCOMING:

- Online program "Profiles" looks at three classic works that are the centerpieces of the holiday experience for millions of people across the world on Wednesday, Dec. 3, at 11am on Zoom.
- Oregon Music Hall of Fame pianist John Nilsen performs at the Book Notes concert on Saturday, Dec. 13, at 2pm.
- Trivia Night returns with a "Winter Edition" on Thursday, Dec. 11, at 6pm.



Helena Greathouse performs at the Book Notes concert on Saturday, Nov. 8.



The toy drive bins benefit children in Clackamas County ODHS programs. The bins will be in the library until Dec. 15.

Around the Library

Toy Drive at the Library

The Oregon Department of Human Services (ODHS) held a toy drive at the library. All toys collected will benefit children in the Self-Sufficiency and Child Welfare Programs run by ODHS in Clackamas County, which serves over 24,000 children.

This toy drive enables parents and foster parents to create memorable holidays for their children.

New toys can be dropped off at the library. The toy drive also has Amazon wish lists for all kids or specifically for kids in foster care.



Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

NOVEMBER

1

Space Talks
11am-12:30pm
Series Saturday
2-3pm

2

3

Computer Basics
11am-12pm
Sit and Stitch
1:30-3pm

4

ODHS
10am-12pm
1-3pm
Intermediate ESL
10-11:30am
Toddler Time
10:30-11am
11:15-11:45am
Baby Storytime
12:15-12:55pm

5

Family Storytime
10:30-11am
Teen After School Drop-in
3-6pm

6

Family Storytime
10:30-11am
Tabletop Night
6-7:30pm

7

WIC Pop-Up Clinic
10am-12pm
1-4pm
Play Group
10:30am-12pm
First Friday Film
3-5pm

8

Booknotes Concert
2-3pm
Spanish Storytime
11am-11:30am

9

10

A Series of Fortunate Funday Events
10am-5:30pm
Gmail
11am-12pm
Sit and Stitch
1:30-3pm
Teen Advisory Board
4:30-5:30pm

11

Veterans Day
Library Closed

12

Family Storytime
10:30-11am
Teen After School Drop-in
3-6pm

13

Family Storytime
10:30-11am

14

Play Group
10:30am-12pm

15

Zine Rhymes with Say What You Mean with author, Cathy Camper
2-4pm

16

17

Microsoft Word
11am-12pm
Genealogy Club
1-2:30pm
Sit and Stitch
1:30-3pm

18

ODHS
10am-12pm
1-3pm
Intermediate ESL
10-11:30am
Toddler Time
10:30-11am
11:15-11:45am
Baby Storytime
12:15-12:55pm

19

Family Storytime
10:30-11am
Teen After School Drop-in
3-6pm

20

Family Storytime
10:30-11am
Book Walk
1-2pm
Tween Crochet Corner
6:30-7:30pm

21

WIC Pop-Up Clinic
10am-12pm
1-4pm
Play Group
10:30am-12pm
Celebration Cinema
3-5pm

22

Music Class with Heart Strings Mandarin
11-11:30am

23

24

Online Job Searches
11am-12pm
Blood Drive
1-6pm
Sit and Stitch
1:30-3pm
Teen Advisory Board
4:30-5:30pm

25

ODHS
10am-12pm
1-3pm
Intermediate ESL
10-11:30am

26

Community Center Book Club
1-2pm

27

Thanksgiving
Library Closed

28

Library Closed

29

30

8200 SW Wilsonville Road
Wilsonville, OR 97070
(503) 682-2744
wilsonvillelibrary.org
reference@wilsonvillelibrary.org

Hours
Monday - Thursday 10-8
Friday - Saturday 10-6
Sunday 1-6



**WILSONVILLE
PUBLIC LIBRARY**



Parks and Recreation Report | November 2025

Happy Holidays Wilsonville!

It's hard to believe, but this will be my last City Manager's Report. In fact, it has been a month of many lasts for me here in Wilsonville as I have accepted the Parks and Recreation Director position in Post Falls, Idaho. I will be wrapping up my time here on December 5 and starting up there in mid-December. It is bittersweet as I am both excited for this new opportunity and saddened as my time here comes to a close. I've met so many wonderful people and had so many great experiences to remember Wilsonville by.

It's fitting that we just wrapped up the Thanksgiving Holiday because I am feeling a tremendous amount of gratitude for my time here in Wilsonville. I have thoroughly enjoyed my time here. From top to bottom this has been the best organization I have ever been with (and it's not even close). From a fully supportive community and Council to outstanding city leadership and an amazing Parks and Rec team this has truly been a highlight of my professional career. I will always cherish the relationships I have made and the lessons I have learned.

During this time of transition, the Parks and Recreation team is in good hands as we have welcomed Steve Rymer as Interim Parks and Recreation Director. Steve retired in February 2025 and has over 30 years of public sector leadership with extensive experience in general management, developing high-performing teams, organizational effectiveness, financial management, and strategic planning, among others.

Steve has served as City Manager/Administrator in Morgan Hill, California, Rochester, Minnesota, and Tigard, Oregon. Steve started his career in Parks and Recreation and served as the Director for Morgan Hill and New Brighton, Minnesota prior to moving into city management. In addition to serving as our Interim Director, Steve is a consultant with MRG assisting local governments in Oregon and California. You can learn more about his background here (<https://solutions-mrg.com/steve-rymer/>). Steve holds a Master of Arts in Public Administration and a Bachelor of Science in Recreation, Park, and Leisure Studies.

Welcome to the City, Steve!

~Kris Ammerman

Recreation Updates

Toy Drive and Senior Stockings

The Holiday Toy Drive and Senior Stocking program is in full swing. The community response has been great with loads of toys finding their way to the Center, as well as many items for the Senior Stocking program. Community members have until December 8 to bring items to the Community Center. The toys are donated to the Wilsonville Family Empowerment Center and Clackamas County Compassion in Action Toy and Joy Makers, while the stockings are delivered to home delivered meal clients. Donations are being collected at the Community Center through December 8.



Letters to Winter Wonderland

The letters to Winter Wonderland program kicked off on December 1. Letters will be accepted through December 23 at the Parks and Rec Admin Building. Participants can choose to receive a reply letter from several Winter Wonderland characters including Santa, Peggy the Penguin, Peter the Polar Bear and the Gingerbread Man. Letters turned in with a return address by December 17 will receive a reply letter back from Winter Wonderland.

Winter/Spring 2025 Activity Guide & Registration

The Winter/Spring 2025 Activity Guide, which spans the months of January through April, was completed in November and sent to print. Events in this guide include the Wilsonville Daddy Daughter Dance, WERK Day, The Community Egg Hunt, Lunar New Year, and more! Registration opens for classes and programs on Monday, December 1.



Kitakata Student Visit—Sister City Exchange December 6-14

Fourteen student and two chaperones from our sister city of Kitakata, Japan will be visiting Wilsonville December 6—14. All members of the delegation are staying with local host families. During their visit, the group will spend a day at Meridian Creek Middle School, Wilsonville High School, and partake in activities like bowling at Bullwinkle's, gingerbread making with community seniors and more! A welcome dinner will be held on December 7 at McMenamins, and a farewell dinner will be held on December 13 at the Wilsonville Community Center.

Recreation by the Numbers:

November Meals Served: 2,277 (1,428 home delivered, 849 in-person lunch)

New Classes Offered: 21 programs with a total of 95 class sessions and 201 participants

Facility Rentals: 10

Community Center Drop-In Programs: November provided 51 drop in program opportunities serving 640 community members

Veterans Day

On November 11, in partnership with the Korean War Veterans Association-Oregon Trail Chapter, the City helped to host a Veterans Day event at The Oregon Korean War Memorial in Town Center Park. Mayor O'Neil offered a welcome to the crowd and he and Councilor Shevlin represented the City of Wilsonville placing a Memorial wreath to pay their respects.



Community Center

Shelf Stable Meals

In November, three shelf stable meals were put together by the Center's nutrition staff and sent out to home delivered meal clients. The meals which included hearty soups, snack bars, tuna/crackers and more are an important part of the home delivered meal program. In the event of weather that does not allow the Center's volunteer drivers to reach homebound seniors, these meals ensure their nutritional needs can be met for three meals.

Additionally in November, a special Thanksgiving themed meal was held at the Community Center and drew in 85 attendees. Guest were treated to traditional Thanksgiving fare with turkey, stuffing, mashed potatoes and gravy, vegetables and everyone's favorite....pie!

Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

At the November meeting the ACHC discussed exploring a Utility Box Public Art Program and finalized plans for the online silent auction of some of the heart sculptures from the heARTs of Wilsonville: Many Cultures, One Heart Project.

Parks and Rec Advisory Board

The Parks and Recreation Advisory Board did not meet in November.

Kitakata Sister City Advisory Board

At the November Sister City Advisory Board meeting, board members finalized details for the anticipated December student visit. The board is looking forward to welcoming them December 6-14.

Upcoming Events

- December 1, 8 am | Winter/Spring Registration Opens— WilsonvilleParksandRec.com/Register
- December 4, 5pm | Community Tree Lighting, Town Center Park
- December 6-14 | Kitakata Student Visit
- February 20, 7-9 pm | Wilsonville Daddy Daughter Dance—Neon Night, Wilsonville Community Center
- April 4, 10am | Wilsonville Community Egg Hunt, Wilsonville Memorial Park

Parks Team Updates

The team was busy installing holiday lights in Town Center Park, along with a slate of other tasks!



The team's favorite seasonal task also filled the majority of their days.....cleaning up leaves!

Some of these leaves made it to the Community Garden to be used as mulch as gardeners prep their plots for winter.



Other large projects include progress on Frog Pond Park and the Memorial Park Playground equipment being order.



City of Wilsonville Police

NOVEMBER 2025



Wilsonville Police Department Shares Success of Recent Food Drive

The Wilsonville Police Department was excited to host two collection sites for Clackamas Women's Services (CWS) benefiting the group and A Safe Place Family Justice Center. Thanks to the incredible generosity of our community, CWS was able to collect over 400 pounds of food, 20 \$50 Winco gift cards, and approximately \$200 in cash donations to support survivors and their families.

This collaborative effort highlights the strength of our community and our continued commitment to supporting families in need. Together, we are making a real difference!



There's a new Chief in town

Chief of Police Rob Wurpes officially retires at the end of December and has been handing over the reigns to his successor, Jed Wilson.



Chief Wilson has been busy introducing himself to various community members and groups. Most recently at the city council meeting on December 1, and The Charbonneau HOA President's Meeting on December 2. You will likely see him around the city at local events, please say hi and introduce yourself.

Suspect arrested and charged with multiple offenses

On November 7, Deputy Banfi attempted to stop the driver of a white Ford F-150, who fled and initiated a high-speed pursuit, reaching 100 mph and weaving through traffic. Deputy Keirsev attempted a PIT maneuver during the chase and ended up driving his patrol vehicle down an embankment while pursuing the suspect.

The driver, Gerardo Calixtro-Tellez, 35, of Cornelius, was ultimately taken into custody. He was booked into the Clackamas County Jail on charges including Attempt to Elude a Police Officer (Vehicle and Foot), Reckless Driving, Recklessly Endangering, Criminal Trespass, and Disorderly Conduct.

The only damage reported was to Deputy Keirsev's vehicle. Tualatin Police and Oregon State Police assisted Wilsonville Police in the incident.





Property Crimes

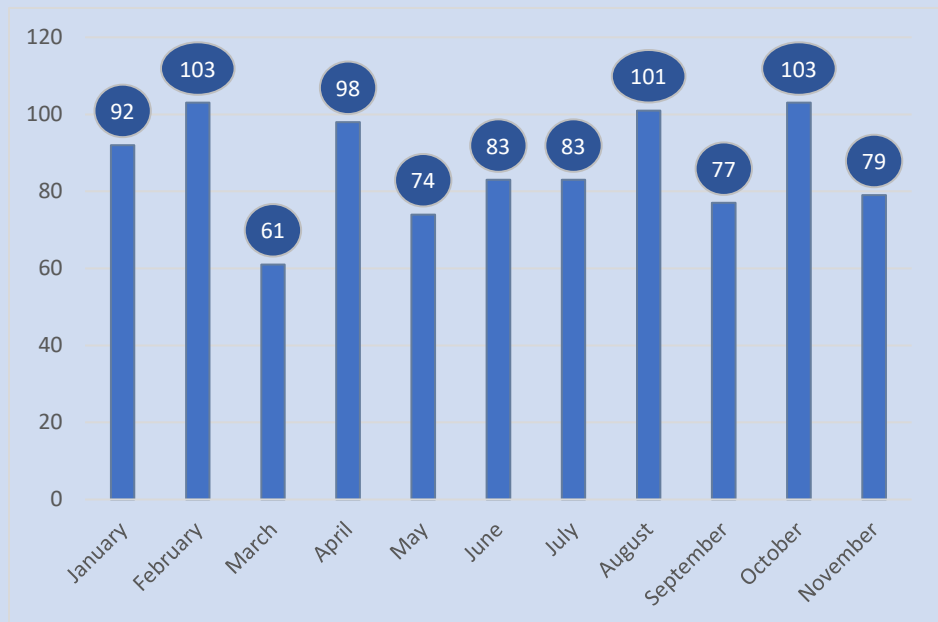
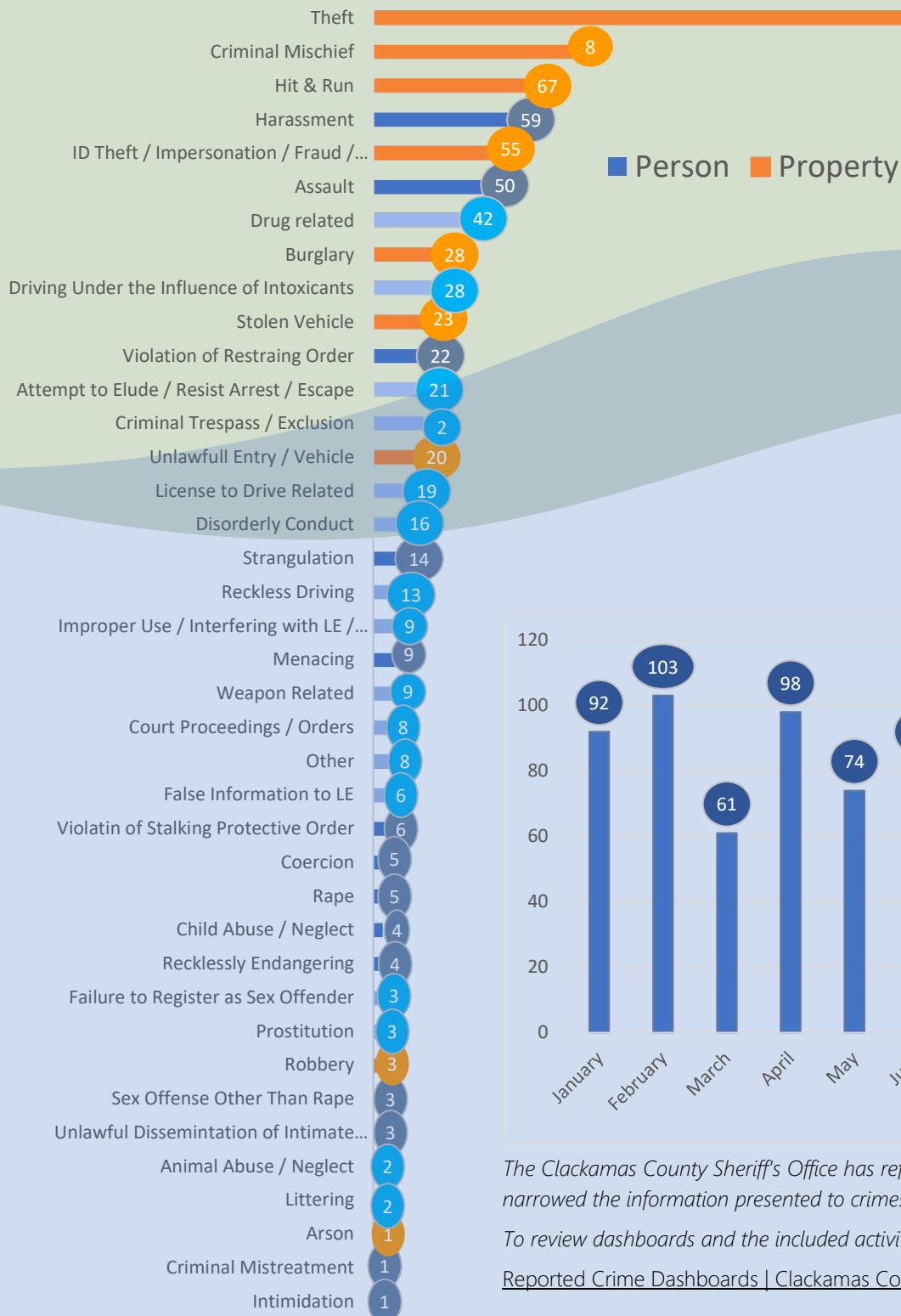
558

Society Crimes

210

Person Crimes

186



The Clackamas County Sheriff's Office has reformatted its dashboards and narrowed the information presented to crimes resulting in reports.

To review dashboards and the included activity maps, please visit:

[Reported Crime Dashboards | Clackamas County Sheriff's Office \(OR\)](#)

From The Director's Office:

A New Regulatory Permit. In late September, the Oregon Department of Environmental Quality (DEQ) notified the City of a new requirement to submit a 1200-Z industrial stormwater permit application along with supporting documentation for the Wastewater Treatment Plant (WWTP) site. During DEQ's review of the city's National Pollutant Discharge Elimination System (NDPES) wastewater permit, it was determined that the plant has stormwater sheetflow discharges that are not directed to the headworks process and potentially discharges offsite.

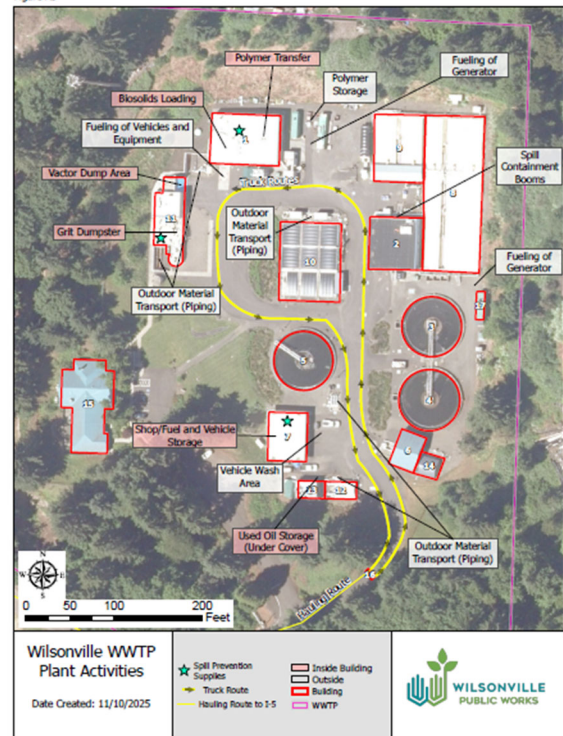
A 1200-Z permit regulates stormwater discharges from industrial facilities into Oregon's waterways, ensuring that pollutants do not harm surface water. The permit requires the development and implementation of a Stormwater Pollution Control Plan (SWPCP) to manage any unrealized stormwater pollution by identifying drainage patterns, industrial activities, potential pollution sources, and the site and structural controls in place to mitigate the flow of pollutants.

As a permit holder the City will be required to monitor and sample stormwater discharges to check for pollutant levels, and submit reports to DEQ to document its compliance with the permit's requirements.

To ensure proper implementation of permit requirements, WWTP employees will complete training to learn the Overflow Notification and Response Plan contents and procedures which includes: type of spills that are reportable; how to properly report wastewater, potable water, and biosolids spills; what are classified as special considerations; reporting requirements for chemical and oil spills; and how and when to convert between gallons and pounds for reporting. Additionally, WWTP staff will receive annual training covering the SWPCP contents and requirements, as well as other stormwater management related topics including illicit discharge detection.



Figure A3



Best Regards,

Delora Kerber, Public Works Director

Facilities

Winter Weather? We're Ready!

Facilities Maintenance Specialists Robert Todd and Luke McKinnon represented the team at the Public Works and Roads departments' annual Winter Weather Training. The team presented best practices for chainsaw maintenance, safety, and cutting techniques.

Robert instructed crews on the proper equipment maintenance and correct chain and bar selection for using a chainsaw to clear debris.



Luke's live demonstration followed, teaching proper cutting techniques. Luke focused much of this training on proper under cutting of a downed tree, and how to properly use falling wedges in order to prevent the chainsaw bar getting pinched and stuck in the log.

This annual training ensures crews skills and safety measures are top of mind when winter weather strikes.



Facilities

Fully Staffed

Welcome Trey Coble as the newest member of the Facilities Janitorial team. Trey came to us from Oregon State Parks where he worked as a seasonal employee for the last five years, mostly in central Oregon's Cottonwood Canyon State Park. Trey's duties with State Parks included cleaning the rental cabins, scrubbing and disinfecting the campground restrooms, minor building maintenance repairs, and taking care of the campground landscapes.

During his off-season from working for State Parks, Trey was employed one year with the City of Wilsonville as a Facilities Grounds seasonal worker, and again the following year as a Roads Department seasonal worker.

After a very competitive selection process, Trey was recently selected as the fourth fulltime janitor for the City. Please congratulate Trey on his full-time employment with the City, we are glad to have him onboard!



Facilities

The Dirty Work

The Facilities Janitorial crew is truly the front line of City staff. They arrive at 5:00 am before anyone else, they deal with the issues that most of us run from, and as they are doing their job well, no one realizes they were there.

Their jobs are extremely repetitive - making it hard to present an exciting story on the great job they are doing. Most of the before and after photos they submit for the managers' report are too frightening to be included. When the team is shorthanded and can't fully respond to each building, it is noticed, and the value of their work is evident and missed.



So, hats off to the ones doing the dirty work, and be sure to thank a janitor the next time you see them. Included are just a few 'before' photos of what they deal with on a *good* day.



Facilities

Unbe-leaf-able Improvement

The Facilities Landscape Maintenance team worked with a metal fabrication shop to mount a leaf vacuum to one of the swap loader debris boxes. Previously, three departments were sharing one trailer-mounted pull behind leaf vacuum, making it difficult to remove leaves in a timely manner. Additionally, backing up the old trailer-mounted leaf vacuum trailer behind a large truck with a debris box is very difficult and time consuming. Instead of purchasing another pull behind unit, the Facilities department chose to purchase a vacuum on a skid, and mount the unit directly to the debris box. This makes the team much more nimble in the tight parking lots and the bed can be dumped without the unit being removed or unhooked.



Roads

Leaf No Trace

Early cold weather led to a concentrated leaf fall this year, bringing down most of the leaves around the same time. The Roads team once again rose to the challenge, with all crew members working on a unified effort to remove the fallen leaves originating from medians and City-owned properties.

Every year brings the opportunity to remind residents and landscapers alike to manage their leaves according to City code, which prohibits blowing them into the roadway. To aid with this seasonal onslaught of leaves, the Roads team in conjunction with Wilsonville Community Sharing assist residents with leaf disposal at the annual Leaf Drop Day. This year around 50 yards of leaves were collected at this donation-based event.



Roads

Lookin' Grate!

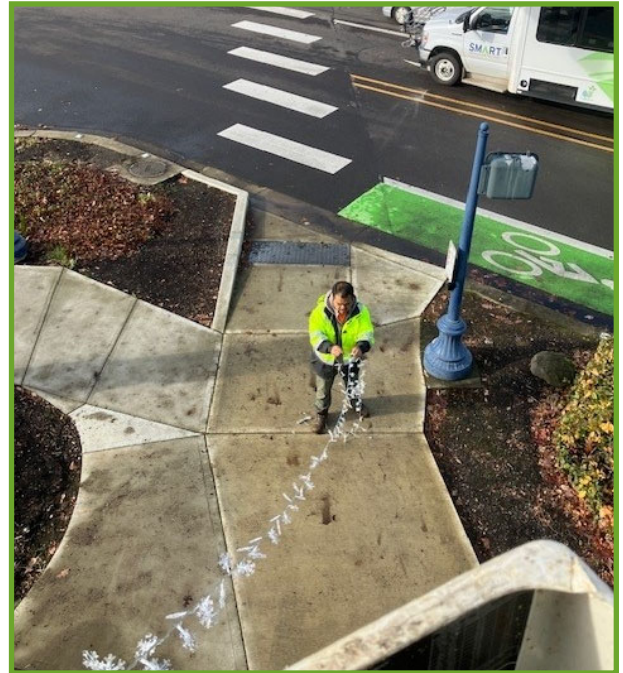
Keeping sidewalks and roads in safe working order requires a varied set of ongoing tasks. Below, Roads crew member Salvador Favela is removing tree roots that can cause sidewalk lifting and potential tripping hazards to pedestrians. Salvador is also shown working in the Public Works sign shop to repair and replace object markers that serve to warn sometimes distracted drivers of potential dangers on Wilsonville roads.



Roads

Lights of the Season

The Roads team keep Wilsonville festive and bright as we head into the darkest days of the year. These winter lights and decorations are meant to spread cheer and holiday spirit to anyone visiting or living in Wilsonville this winter. All that's missing is the hot cocoa!



Stormwater

Water, Water Everywhere

The Stormwater team welcomed its newest full time member Elijah Hermann in November. Elijah had been working as a seasonal Stormwater employee and was selected for the full time position, allowing he and teammate Jay Herber to continue their momentum on projects such as clearing the City's inlets and outfalls to prevent flooding as the rainy weather arrives. Coupled with a large leaf drop in November, Elijah and Jay had plenty of work on their hands!



Continuing Education

Utilities

Group Project

Responding to winter roads-related concerns is not a primary focus for the Utilities team, but preparation, training and knowledgeable response procedures *are* a focus for all Public Works employees. The Utilities team joined the annual Winter Readiness Training event as part of the support staff who may be called upon during winter weather events. Each week, one member of the Utilities crew is on-call for after hours emergencies, alongside their counterpart from the Roads, Parks or Stormwater division. Oftentimes these on-call responders work as a team to quickly resolve issues that arise outside of normal business hours. In the event of a severe weather response, these teams will work any shift necessary to keep Wilsonville moving safely.





SMART

SOUTH METRO AREA



REGIONAL TRANSIT

2025

November Report Transit/Fleet

As we enter the rainy season in the majestic Pacific Northwest, preparation becomes key if we are to successfully transition into the chilly winds of winter and then on to the rebirth of spring. According to H. Jackson Brown, Jr., “the best preparation for tomorrow is doing your best today.” With this call to duty, let us prepare for the darkness and gloom that will soon blanket us. With a high degree of certainty, I am sure we will all endeavor to check our tires for proper tread depth, our windshield wiper blades to ensure they sweep clean, our roofs are free of moss and holes, a raincoat at the ready, and a sturdy umbrella (if you’re not from the Pacific Northwest) is close at hand. However, despite all this prep, are we truly ready for the dark days ahead? I would argue, we are not ready. To be truly ready, to be truly prepared for what is to come, it is far more important that we make ready our mind and body. Ralph Marston said it best – “Rest when you’re weary. Refresh and renew yourself, your body, your mind, your spirit. Then get back to work.”

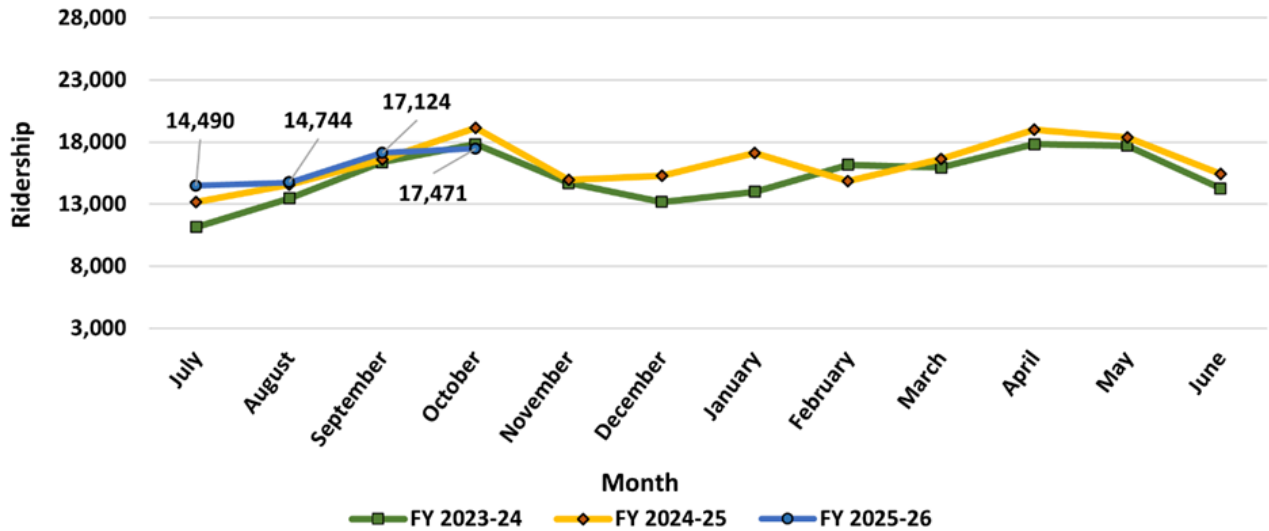
Dwight Brashear
Transit Director



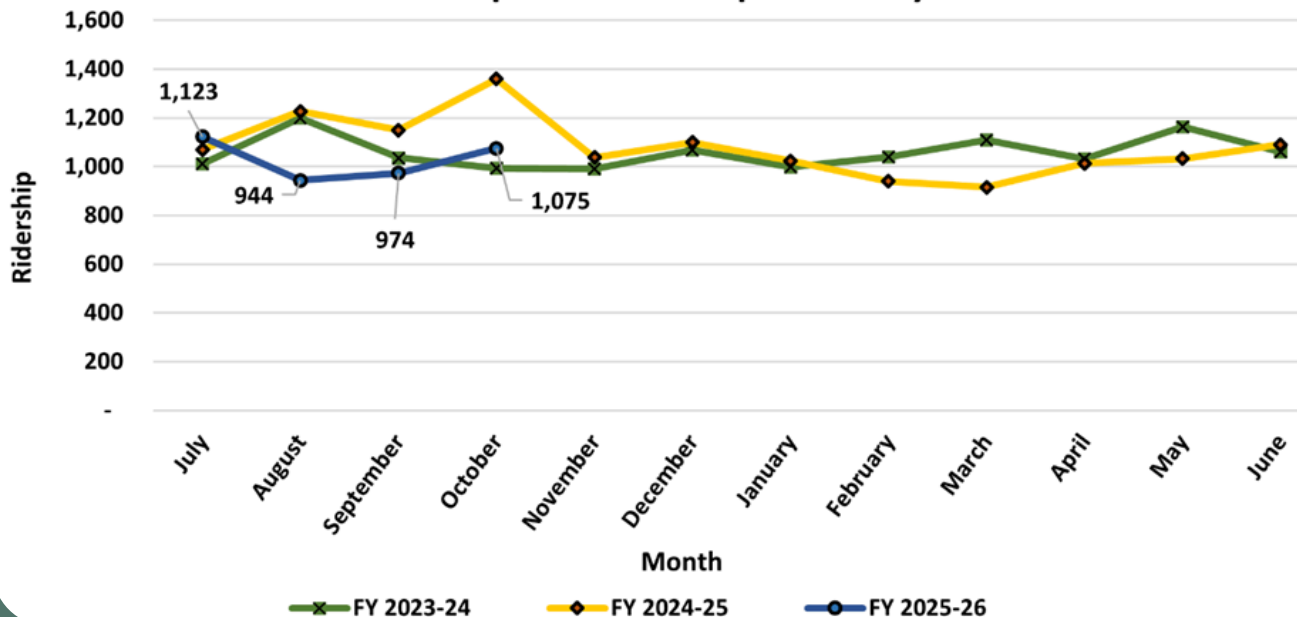
RIDERSHIP TRENDS

Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



FLEET SERVICES

Scott Simonton

Security gate improvements are complete and operational. These improvements were part of our yard expansion project. The existing driveway was widened, to allow for two-way traffic. The gate is now fully automated. All buses and City vehicles are now equipped with RFID tags, which will open the gate as the vehicle approaches.

There is also an intercom system, to allow the entry of authorized visitors and vendors to access the yard and shop area.



OPERATIONS

Diana Kotler



As we approach the holiday season, SMART reaffirms its commitment to providing Wilsonville residents with reliable connections – to resources, to jobs, to local activities, and to time with family and friends. Access to transportation opens doors to opportunity, helping our community stay connected and thrive.

Throughout the month of November, SMART services accommodated more than 17,000 passenger trips. Results from our recent customer satisfaction survey, paired with continued ridership growth, affirm SMART's

popularity and highlight the ongoing need for transit service in the City of Wilsonville and surrounding areas.

This fall, SMART welcomed five new drivers into service, and five additional trainees are currently going through classroom instruction. These trainees are expected to be released to service in early 2026, just in time to support SMART's new connections to Woodburn and the Amazon fulfillment center. The new Woodburn route, 12X, will begin service on Monday, January 5, 2026, and will be coordinated to align with Amazon's operating schedule as well as services provided by the City of Woodburn and Cherriots.

COMMUTE OPTIONS

Michelle Marston

Be Seen. Be SMART. Turns 10!

This year marks a decade of shining bright in Wilsonville! For 10 years, SMART has celebrated the return of darker evenings with our **Be Seen. Be SMART.** safety campaign, helping our community stay visible, safe, and stylish on the go.

Each year, right after we “fall back” with the time change, SMART has hit the streets to hand out free safety lights, reflective gear, and other visibility goodies to help walkers, bikers, and riders stay safe in low light and dark conditions.

This year’s pop-up events lit up the Wilsonville Transit Center, Town Center Park, Wilsonville Community Sharing and the Charbonneau Activity Center,



where residents and commuters stopped by to grab gear (and a smile) while supplies lasted.

A huge thanks to the Federal Transit Administration and our partners at Metro for helping keep Wilsonville shining bright – year after year!

GRANTS & PROGRAMS

Kelsey Lewis

As SMART plans to launch new transit service to Woodburn and Clackamas, we will begin drawing down grant funding that has been reserved for that purpose. This funding is included in our current biennium (July 1, 2025 - June 30, 2027) Statewide Transportation Improvement Fund (STIF) plan which was approved by Council on November 17th. Also included in the STIF plan are replacement vehicles, more electronic display signs for bus stops, and funding to assist in providing customer service at the Transit Center.

As the construction on the Vuela Transit Oriented Development project wraps up in the new year, we are preparing the Wilsonville Transit Center for a refresh. SMART will have new bus stop banners, signage, and of course, once all the construction fencing is gone, our bus lane will be restored to a full bus turnaround and we’ll no longer run smaller buses through the parking lot. We are excited to welcome new and existing riders to the Transit Center with new amenities.

SAFE ROUTES TO SCHOOL



Wyle O'Neill



November continued the momentum of SMART Safe Routes to School programming in Wilsonville. The Lowrie Bike Bus rolled on through the month, with parent volunteers and SMART staff continuing to lead weekly rides from the Villebois Skate Park to Lowrie Primary School. Student participation has remained steady, with several new families joining the route as word of the program spreads.

On Friday, November 14th we recognized and celebrated Ruby Bridges Walk to School Day. Ruby Bridges is a civil rights icon, who at six years old, became the first Black student to integrate an all-white elementary school in the South in 1960. Leading up to the day, SMART conducted outreach throughout Wilsonville schools to inspire participation and highlight Ruby's historic walk for equality.

In collaboration with the Wilsonville Public Library, SMART Safe Routes staff coordinated the installation of an "I Am Ruby Bridges" Story Walk. Ahead of the Walk to School Day celebration, SMART guided Lowrie Primary families on a special Story Walk event, blending literacy, reflection, and movement in honor of Ruby's courage and legacy. Inviting all to walk

together, to read, to experience, and to reflect on Ruby's story along Coffee Creek Trail. The "I Am Ruby Bridges" Story Walk is planned to be viewable through Spring 2026.

At Boeckman Creek Primary, students walked to honor Ruby's legacy and the power of community. The Ruby Bridges Walk to School Day celebrations culminated with students from the Wilsonville High School's Black Student Union showing tremendous leadership by organizing and leading a Walking School Bus for students of Meridian Creek Middle School. Their involvement served as a meaningful example of youth mentorship and student-driven engagement.

