



## CITY COUNCIL AGENDA

May 04, 2026 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### **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](mailto: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.*

### **EXECUTIVE SESSION [6:30 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 [6:55 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, May 6, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on April 21, 2026. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.*

### **CALL TO ORDER [7:00 PM]**

1. Roll Call

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

#### **MAYOR'S BUSINESS [7:05 PM]**

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

#### **COMMUNICATIONS [7:10 PM]**

6. Willamette Falls & Landings Heritage Area Coalition (Britta Mansfield, ED & Russ Axelrod, Chair) [15 min]

#### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:25 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 [7:35 PM]**

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

#### **CONSENT AGENDA [7:55 PM]**

11. [Resolution No. 3185](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Blue Spruce Builders, Inc. To Construct The Wilsonville Community Center Siding Replacement Project \(CIP 8161\). \(Montalvo\)](#)

12. [Resolution No. 3251](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Paul Brothers Inc. For The Memorial Park Ballfield Safety Improvements Project \(Capital Improvement Project No. 9185\). \(Rogers\)](#)

13. [Resolution No. 3268](#)

[A Resolution Of The Wilsonville City Council Authorizing The City Manager To Sign Community Enhancement Program Intergovernmental Agreement Between Metro And The City Of Wilsonville To Accept Community Enhancement Fees And Community Investment Fees Through December 31, 2030. \(Mombert\)](#)

14. [Minutes of the April 6, and 20, 2026 City Council Meetings. \(City Recorder\)](#)

**NEW BUSINESS [8:00 PM]**

**CONTINUING BUSINESS [8:00 PM]**

15. [Ordinance No. 902 - 2nd Reading \(Legislative, Non-Land Use Public Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Amending Sections 5.035, 5.200, 5.210, And 5.405 Of The Wilsonville Code To Revise The Definition Of Abandoned Vehicles And To Reduce The Duration Allowed For Parking On Public Streets. \(Guile-Hinman\)](#)

**PUBLIC HEARING [8:05 PM]**

**CITY MANAGER'S BUSINESS [8:05 PM]**

**LEGAL BUSINESS [8:10 PM]**

**ADJOURN [8:15 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

[Building Safety Month Proclamation](#)

[Mental Health Awareness Proclamation](#)

*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](mailto: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**

<b>Meeting Date:</b> May 4, 2026		<b>Subject: Resolution No. 3185</b> Authorizing City Manager to execute a construction contract with Blue Spruce Builders, Inc to provide services for the Community Center Siding Replacement Project (CIP #8161).  <b>Staff Member:</b> Martin Montalvo, Public Works Ops. Manager  <b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

City of Wilsonville Resolution approving the public bid process and awarding a construction contract to Blue Spruce Builders, Inc., in the amount of \$417,255.14 for services for the Community Center Siding Replacement Project (Capital Improvement Project #8161).

**EXECUTIVE SUMMARY:**

The City of Wilsonville believes in maintaining its facilities to be both functional and aesthetically pleasing level. While the existing Community Center has undergone several renovations over the years, most of the siding dates to the original 1985 construction. The Community Center Siding Replacement Project will address both the functionality, aesthetics and overall energy efficiency of the facility. The core of the project will remove the entire perimeter of existing siding and associated weather barrier and install new weather barrier, new durable fiber cement siding (Hardee Plank siding) and new paint. The aforementioned items were considered the base bid of the project and were the criteria by which bids were reviewed.

The Request for Bids also included five Alternate Bid items. The alternate items were desired items but were not critical for the completion of the core project. Bidders were advised to provide pricing for each of the alternate items and that the City would select which alternates to execute based on the project budget and the proposed cost. The five alternate items were:

Alternate No. 1 - New Exterior Windows: The base bid called for salvaging the existing exterior windows and reinstalling them with the new weather barrier. The alternate calls for installing new metal clad exterior windows.

Alternate No. 2 - East Porch Paint: The base bid called for cleaning the existing porch and repainting. The alternate calls for replacing the existing siding with fiber cement siding and repainting.

Alternate No. 3 - East Walkway Siding and Paint: The base bid called for cleaning and repainting the existing siding underneath the east walkway and repainting. The alternate calls for replacing the siding under east walkway and repainting

Alternate No. 4 - North Elevation Siding and Paint: The base bid called for simply repainting the existing siding along the north face of the building. The alternate called for replacing the siding along the north façade and repainting.

Alternate No. 5 - Replace Soffit at West Entrances. The base bid called for painting the existing soffits. The alternate called for replacing the soffits and repainting.

Based on the project budget and the proposed pricing the City has opted to execute all five of the Alternate Bid items. The Apparent Low Bid for base bid component of the project was received from Blue Spruce Builders Inc. with a bid of \$315,304.76. The total cost for the five alternates is \$101,950.38. The total contract value for the Base Bid work and the five Alternate Bid items comes to \$417,255.14.

**EXPECTED RESULTS:**

By executing this construction contract, the City will replace the entirety of the aging wood siding of the Community Center with durable fiber cement siding, install new weather barrier and replace the windows with new energy efficient windows.

**TIMELINE:**

The project is scheduled to be completed by September 30, 2026.

**CURRENT YEAR BUDGET IMPACTS:**

The current budget for Capital Improvement Project (CIP) #8161 Community Center Siding Replacement Project is \$514,395.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

By executing the contract, the City will be able to preserve the functionality and aesthetics of the Community Center while improving the energy efficiency of the facility.

**ALTERNATIVES:**

Reject the Construction Contract as proposed and delay the improvements.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3185
  - A. Construction Contract for the Wilsonville Community Center Siding Replacement Project (CIP 8161)

**RESOLUTION NO. 3185**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BLUE SPRUCE BUILDERS, INC TO CONSTRUCT THE WILSONVILLE COMMUNITY CENTER SIDING REPLACEMENT PROJECT (CIP 8161).**

WHEREAS, the Wilsonville Community Center provides critical services to our community and its residents;

WHEREAS, the City of Wilsonville (City) wishes to assure the functionality and aesthetic appearance of its facilities;

WHEREAS, the City wishes to incorporate improvements to its facilities to reduce the overall operational cost and increase energy efficiency:

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

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Blue Spruce Builders, Inc. was determined to be the lowest responsive bidder.

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 construction contract with Blue Spruce Builders, Inc. for a not-to-exceed amount of \$417,255.14, which contract is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of May 2026 and filed with the Wilsonville City Recorder this date.

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Shawn O'Neil, Mayor

ATTEST:

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Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

- A. Construction Contract for the Wilsonville Community Center Siding Replacement Project  
(CIP 8161)

## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Wilsonville Community Center Siding Replacement 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 **Blue Spruce Builders, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Wilsonville Community Center Siding Replacement Project, dated March 10, 2026, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Standard Specifications for Construction; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Scope of Work

Contractor will replace the exterior siding for the Wilsonville Community Center, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work and Contract Documents.

## Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than September 30, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than September 1, 2026, and at Final Completion by September 30, 2026. See **Section 25** for the definitions of Substantial Completion and Final Completion.

## Section 4. Contractor’s Work

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

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

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

## Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed **Four Hundred Seventeen Thousand Two Hundred Fifty-Five Dollars and Fourteen Cents (\$417,255.14)** for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

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

City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 26**.

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

5.4. Except as provided in **Subsection 9.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

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

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

## **Section 6. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2026, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If

applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

### **Section 7. Filing of Certified Statement**

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

### **Section 8. Reports to Department of Revenue**

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

### **Section 9. City's Rights and Responsibilities**

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

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

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

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

shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

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

### **Section 10. City's Project Manager**

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

### **Section 11. Contractor's Project Manager**

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

### **Section 12. Project Information**

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

### **Section 13. Duty to Inform**

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

## Section 14. Subcontractors and Assignments

14.1. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

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

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

## Section 15. Contractor’s Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 16. Subcontractor Requirements**

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

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

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor

when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

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

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

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

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

## **Section 17. Environmental Laws**

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

17.2. Contractor shall perform all Work in compliance with permits for the Project issued by the US Army Corp of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, and shall maintain a copy of these permits on the job site at all times.

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
 Port Districts  
 County Service Districts  
 Water Districts

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

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

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

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

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

**Section 18. Indemnity**

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City

as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

## Section 19. Insurance

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

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

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

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

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

19.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability 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 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

19.1.6. 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 that fails to meet the terms of this Contract, as provided above.

19.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of

insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## Section 20. Bonding Requirements

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

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

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

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

## Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of 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.

21.2. If Contractor, after written notice, fails within ten (10) calendar days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and

Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

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

## **Section 22. Early Termination; Default**

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

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

to the City items of work or portions thereof, referred to in **Section 29**, for which Contractor has received payment or the City has made payment.

### **Section 23. Survival**

Termination under **Section 22** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 4.3, 14.2, 15.1, 15.4, 15.8, 15.9, 15.23, 17.6, 18, 20, 21, 22.2, 25, 27, 28, 29, 30, and 31** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 22**.

### **Section 24. Suspension of Work**

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

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

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the Wilsonville Community Center building and premises are fully functional and may be utilized, with only minor Punch List items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the Punch List items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all Punch List items have been completed. Final payment will occur upon completion of all Punch List items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before September 1, 2026 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 25.3 and 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of **One Thousand Thirty-Four Dollars (\$1,034.00)** for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of September 30, 2026, or any written extension thereof granted by the City, Contractor shall pay the City **One Thousand Thirty-Four Dollars (\$1,034.00)** for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

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

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

## **Section 26. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

## **Section 27. Dispute Resolution**

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

## **Section 28. Access to Records**

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

## **Section 29. Property of the City**

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

### Section 30. Notices

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

To City: City of Wilsonville  
Attn: Martin Montalvo, Public Works Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Blue Spruce Builders, Inc.  
Attn: Rich Moore  
4600 Perrydale Road  
Dallas, OR 97338

### Section 31. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to

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

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

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

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

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

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

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

**CONTRACTOR:**

**CITY:**

BLUE SPRUCE BUILDERS, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

City of Wilsonville Legal Counsel

#26469-0

dir/community center/siding rplc/const/doc/ck community center siding replacement - blue spruce builders inc, (ac4).docx



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> May 4, 2026		<b>Subject: Resolution No. 3251</b> Authorizing the City Manager to Execute a Construction Contract with Paul Brothers Inc. for the Memorial Park Ballfield Safety Improvements Project (CIP #9185)  <b>Staff Member:</b> Ethan Rogers, Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Memorial Park Master Plan: Phase 2 Project List 2018 Parks & Recreation Comprehensive Master Plan – Project #1.1.a	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Paul Brothers, Inc. in the amount of \$736,718.50 for the Memorial Park Ballfields Safety Improvements Project (Capital Improvement Project (CIP) #9185).

**Resolution No. 3251**

**EXECUTIVE SUMMARY:**

Construction of the Memorial Park Ballfields Safety Improvements Project (Project) includes installation of new backstops and safety netting at Fields 1, 2, 3, and 4 at Memorial Park. The project will also provide new prefabricated dugouts at Fields 1 through 3, and a new prefabricated Picnic Shelter in the central plaza. The fencing along the left side of Field 4 will also be extended, protecting the adjacent playground structure from stray balls. These improvements will improve the safety of spectators and adjacent park users from activities in the ballfields.



The City received two (2) bids by the April 9, 2026, 2:00 pm deadline (Attachment 2), of which Paul Brothers Inc. submitted the lowest responsive and responsible bid of \$736,818.50.

**EXPECTED RESULTS:**

After construction – the new backstops, poles and netting, dugouts, and picnic shelter will be installed and available for use before the spring 2027 baseball and softball seasons.

**TIMELINE:**

Due to anticipated long lead time for material procurement of the backstop netting and poles, construction is anticipated to begin in late-August of this year, 2026, with a substantial completion date of October 23, 2026.

**CURRENT YEAR BUDGET IMPACTS:**

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

CIP No.	Project Name	Funding Source	Adopted FY26 Budget	Contract Amount
9185	Memorial Park Ballfield Safety Improvements	General Fund & Parks SDC	\$ 691,283	\$ 736,718.50

This Project is included in the City’s five-year capital improvement plan (CIP), including additional funding for Project construction in the next fiscal year. The construction contract is within the anticipated budget amount, which will span multiple budget years.

**COMMUNITY INVOLVEMENT PROCESS:**

Updated backstops, dugouts, and foul ball protection are identified as Phase 2, high priority safety improvements in the Memorial Park Master Plan Update (2015), which included an extensive community involvement process. Staff will coordinate construction timing with the regular users of the ballfields to schedule construction activities to minimize impacts to ballfield operations.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

The community benefits include improved spectator and player safety from foul and wayward balls during ballfield use for baseball or softball games, with installation of a new central shelter and ballfield backstops, safety netting, and dugouts.

**ALTERNATIVES:**

The project team considered different alternatives for backstop systems to replace the current structures. A netting and pole system was determined to be the most cost-effective option over its lifecycle to accomplish the goals of the project.

Council could direct staff to reject all bids and re-solicit the Invitation to Bid, or to reject all bids and cancel the project outright. Neither alternative is recommended as it will delay the needed ballfield safety improvements.

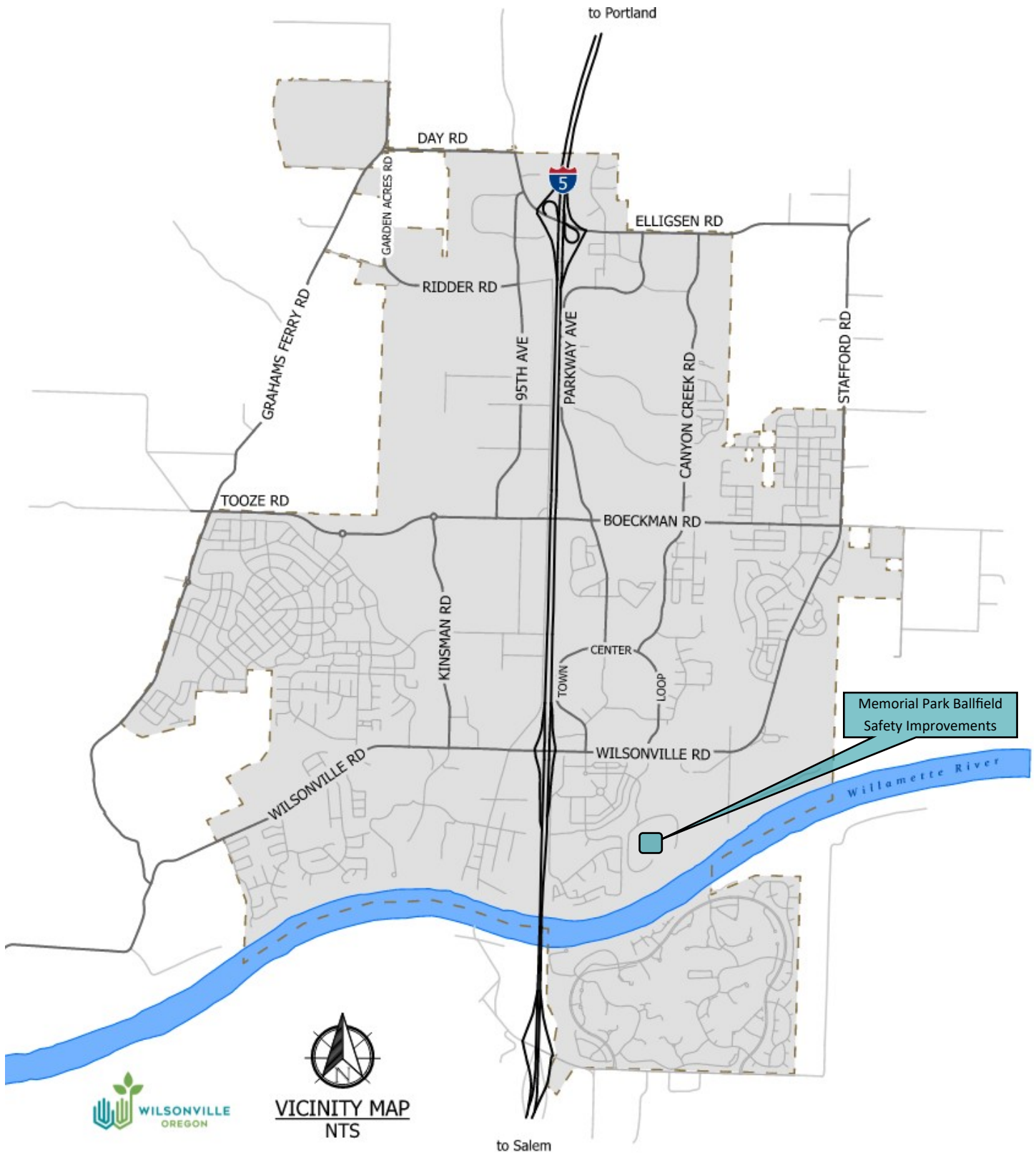
**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Vicinity Map
2. Bid Summary
3. Resolution No. 3251
  - A. Memorial Park Ballfield Safety Improvements Construction Contract

# RESOLUTION NO. 3251 ATTACHMENT #1





**RESOLUTION NO. 3251**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PAUL BROTHERS INC. FOR THE MEMORIAL PARK BALLFIELD SAFETY IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 9185).**

WHEREAS, the City of Wilsonville has planned, designed, and budgeted for the completion of Capital Improvement Project #9185, known as the Memorial Park Ballfield Improvement Project (the Project); and

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

WHEREAS, two (2) bids were received and opened on April 9, 2026, and Paul Brothers Inc. submitted a bid of \$736,718.50 for the Project, which was subsequently evaluated and determined to be the lowest responsive and responsible bid.

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

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

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Paul Brothers Inc. for a not-to-exceed amount of \$736,718.50, 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 4th day of May, 2026, and filed with the Wilsonville City Recorder this date.

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Shawn O'Neil, Mayor

ATTEST:

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Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. Memorial Park Ballfield Safety Improvements Project Construction Contract

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the Memorial Park Ballfield Safety 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 **Paul Brothers, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

**RECITALS**

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

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

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

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

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

**AGREEMENT**

**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Memorial Park Ballfield Safety Improvements Project, dated March 9, 2026, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; 2010 ADA Standards for Accessible Design, as amended; 2004 Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), as amended; City of Wilsonville Building Code, as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in

any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Scope of Work**

Contractor will perform the removal, construction, and installation work at the Wilsonville Memorial Park Ballfield, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## **Section 3. Term**

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than November 23, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than October 23, 2026, and at Final Completion by November 23, 2026. See **Section 25** for the definitions of Substantial Completion and Final Completion.

## **Section 4. Contractor’s Work**

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

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

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

## **Section 5. Contract Sum, Retainage, and Payment**

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed **Seven Hundred Thirty-Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$736,718.50)**, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is more particularly described in the Contract Documents.

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

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

Except as provided in **Subsection 9.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

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

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

## **Section 6. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2026, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision

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

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

### **Section 7. Filing of Certified Statement**

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

### **Section 8. Reports to Department of Revenue**

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

### **Section 9. City's Rights and Responsibilities**

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

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

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

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

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

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

### **Section 10. City's Project Manager**

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

### **Section 11. Contractor's Project Manager**

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

### **Section 12. Project Information**

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

### **Section 13. Duty to Inform**

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

### **Section 14. Subcontractors and Assignments**

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

attempted assignment of this Contract without the written consent of the City will be void. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

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

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

## **Section 15. Contractor’s Responsibilities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.22. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including, but not limited to, those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with

ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

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

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

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

## **Section 16. Subcontractor Requirements**

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

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

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

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

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

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

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

**Section 17. Environmental Laws**

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

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

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

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

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

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

## **Section 18. Indemnity**

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

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

## Section 19. Insurance

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

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

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

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

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

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

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

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

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

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

## **Section 20. Bonding Requirements**

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

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

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

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

## Section 21. Warranty

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

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

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

## Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

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

## Section 23. Survival

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

## Section 24. Suspension of Work

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

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

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the Memorial Park Ballfield is fully functional and may be utilized, with only minor Punch List items remaining that do not significantly impact public access or use. Unless otherwise agreed to, in writing, by both parties, the Punch List items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all Punch List items have been completed. Final payment will occur upon completion of all Punch List items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before October 23, 2026, or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore, the Contractor and the City agree that the sums set forth below in **Subsections 25.3. and 25.4.** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of **Three Hundred Forty-Two Dollars and Fifty-One Cents (\$342.51)** [amount calculated per *Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of November 23, 2026, or any written extension thereof granted by the City, Contractor shall pay the City **Six Hundred Eighty-Five Dollars and Two Cents (\$685.02)** [amount calculated per *Special Provision 00180.85(b)(1)*] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

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

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

## **Section 26. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall

be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

### **Section 27. Dispute Resolution**

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

### **Section 28. Access to Records**

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

### **Section 29. As-Builts/Property of the City**

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

### **Section 30. Notices**

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

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

To Contractor: Paul Brothers, Inc.  
 Attn: Joey Paul  
 8601 SE Revenue Rd  
 Boring, OR 97009

### Section 31. Miscellaneous Provisions

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

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

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

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

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

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

31.7. 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.

31.8. 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.

31.9. 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.

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

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

31.12. 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.

31.13. 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.

31.14. 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.

31.15. 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."

31.16. 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.

31.17. 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.

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

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

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

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

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

**CONTRACTOR:**

**CITY:**

PAUL BROTHERS, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

City of Wilsonville Legal Counsel



## CITY COUNCIL MEETING STAFF REPORT

<p><b>Meeting Date:</b> May 4, 2026</p>	<p><b>Subject: Resolution No. 3268</b>                  Authorizing the City Manager to sign the Community Enhancement Grant Program Intergovernmental Agreement between Metro and the City of Wilsonville to accept Community Enhancement Fees and Community Investment Fees through December 31, 2030.  <b>Staff Member:</b> Zoe Mombert, Assistant to the City Manager  <b>Department:</b> Administration</p>
<p><b>Action Required</b></p> <p><input checked="" type="checkbox"/> Motion  <input type="checkbox"/> Public Hearing Date:  <input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:  <input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Information or Direction  <input type="checkbox"/> Information Only  <input type="checkbox"/> Council Direction  <input checked="" type="checkbox"/> Consent Agenda</p>	<p><b>Advisory Board/Commission Recommendation</b></p> <p><input type="checkbox"/> Approval  <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded  <input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b></p>
<p><b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.</p>	
<p><b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.</p>	
<p><b>Project / Issue Relates To:</b> Wilsonville – Metro Community Enhancement Program funding.</p>	
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>
<p><input checked="" type="checkbox"/> Not Applicable</p>	

**ISSUE BEFORE COUNCIL:** Authorizing the City Manager to sign the Community Enhancement Grant Program Intergovernmental Agreement (IGA) between Metro and the City of Wilsonville to accept Community Enhancement Fees (CEF) and Community Investment Fees (CIF).

## **EXECUTIVE SUMMARY:**

The City has been participating in the community enhancement program since 2015 through an Intergovernmental Agreement (IGA) with Metro.

The City of Wilsonville receives funds through Metro to offset the impacts of the waste processing plant, Republic Services, operating in the City. The City receives \$1 per ton of waste processed at the Wilsonville Republic Services location. The Wilsonville-Metro Community Enhancement Committee (CEC) meets annually to discuss the project nominations and make a recommendation to City Council.

City Resolution No. 2543 (July 2015) that created the Community Enhancement Program (CEP) provided for City Council approval of the project recommendations made by the Wilsonville-Metro Community Enhancement Committee. Since the program began, over 50 projects have been funded, of which 42 are complete. Over \$600,000 has been received from Metro, and allocated CEP projects. The funded community enhancement programs and projects vary in scope but they all make a positive impact in Wilsonville.

The Community Enhancement Program funding is used for “enhancing the host community of the facility from which the fees have been collected” to fund projects that “rehabilitate and enhance the area within the city.” Eligible projects can improve the appearance or environmental quality of the community, increase reuse and recycling opportunities, or improve recreational areas and programs.

### **Goals for community enhancement projects include:**

- a) Improve the appearance or environmental quality of the community.
- b) Reduce the amount or toxicity of waste.
- c) Increase reuse and recycling opportunities.
- d) Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
- e) Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forestlands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- f) Result in improvement to, or an increase in, recreational areas and programs.
- g) Result in improvement in safety and community emergency preparedness.
- h) Benefit youth, seniors, low-income persons or underserved populations.
- i) Foster and enhance community enrichment through educational programming, arts and cultural projects.

The City extended the program through June 30, 2026, with the adoption of Resolution 2897 in May 2021 to continue to receive Community Enhancement Fees which currently funds the Community Enhancement Grant Program. As part of Metro's tonnage allocation program, Willamette Resources Inc., doing business as Republic Services, may elect to collect an additional Solid Waste Community Investment Fee on waste not otherwise subject to the Solid Waste Community Enhancement Fee. In January 2023, the City Council adopted Resolution 3033 to allocate Community Investment Fee funds as part of the Wilsonville–Metro Community Grant Program.

The proposed intergovernmental agreement would extend the program through December 31, 2030, and includes several modifications from the previous agreement.

The agreement end date would change from June 30 to December 31 to align with Metro Code requirements that intergovernmental agreements and transfer station authorization renewals follow the same timeline. Additional language has been included incorporating Community Investment Fees into the agreement. Reporting deadlines would change from October 30 to July 10 to better align with Metro's fiscal year reporting requirements. The agreement also incorporates Metro Administrative Rule language stating that funds awarded to a local government may not exceed 15 percent of the annual grant funding budget, along with a provision allowing committee recommendations to exceed this threshold if City staff coordinate with Metro staff to obtain approval for the exceedance via email. Language regarding committee membership has been revised to align with Administrative Rules, which require three citizen representatives on the committee.

City staff reviewed the proposed changes and discussed them with Metro staff. The timeline adjustments to align with Metro Code requirements and fiscal year reporting will not impact program administration. Including Community Investment Fees in the agreement ensures these funds will continue to be allocated to the Community Enhancement Program, provided Republic Services continues to participate in the optional program.

City staff regularly coordinate with Metro staff due to the number of Community Enhancement Projects managed by the City. This approach is common in smaller communities, where local nonprofit organizations may have limited capacity to manage additional projects. The City will continue to promote the program on an annual basis. The revised committee membership language will not impact the City, as the Wilsonville–Metro Community Enhancement Committee already includes more than three community member representatives.

In summary, the proposed changes will not affect the City's ability to successfully administer the program.

**EXPECTED RESULTS:**

Approving the resolution will continue the Wilsonville – Metro Community Enhancement Program until June 30, 2030.

**TIMELINE:**

CEF and CIF payments will be sent to the City quarterly. The City's Community Enhancement Committee will allocate the Community Enhancement funds to qualifying projects annually.

**CURRENT YEAR BUDGET IMPACTS:**

The Wilsonville- Metro Community Enhancement Program is funded through an existing agreement and the City expects to receive about \$80,000 in Fiscal year (FY) 2025-26. The CIF payments are expected to be about \$40,000 each quarter based current revenues.

**COMMUNITY INVOLVEMENT PROCESS:**

The Community Enhancement Committee is made up of four community members, two city councilors, and a Metro Councilor. The committee holds public meetings to conduct committee business, and agendas are posted for each of the committee meetings. There appears to be positive feedback regarding the program, although no public outreach was conducted regarding this IGA.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The community benefits from all the projects funded by the Community Enhancement Program in different ways such as; education, increased street trees, public art and community beautification.

**ALTERNATIVES:**

The City Council could direct staff not to sign the IGA and not continue to receive CEF and CIF funds.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3268
2. Community Enhancement Grant Program Intergovernmental Agreement between Metro and the City of Wilsonville

**RESOLUTION NO. 3268****A RESOLUTION OF THE WILSONVILLE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN COMMUNITY ENHANCEMENT PROGRAM INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE CITY OF WILSONVILLE TO ACCEPT COMMUNITY ENHANCEMENT FEES AND COMMUNITY INVESTMENT FEES THROUGH DECEMBER 31, 2030.**

WHEREAS, the Metro Solid Waste Community-Enhancement Program collects funds from solid-waste transfer facilities located throughout the greater metro region to be used to enhance and improve communities that host these facilities in accord with ORS 459.284; and

WHEREAS, Community enhancement fees are collected on municipal garbage and food waste but generally are not collected on source-separated yard debris or construction/demolition waste; and

WHEREAS, the City of Wilsonville also accepts Community Investment Fees to be managed and distributed through existing Community Enhancement Grant mechanisms; and

WHEREAS, funds collected under the community enhancement program are dedicated and used for enhancement host community of the facility from which the fees have been collected as determined by the committee or local government. These funds may be used for extensive community purposes that “rehabilitate and enhance the area within the City limits related to the transfer station”; and

WHEREAS, Metro’s program is applicable to eligible facilities located in Clackamas, Washington and Multnomah Counties within Metro’s jurisdictional boundary; however, in practice, only some facilities and host communities participated in the program and others did not participate; and

WHEREAS, participation by the City in the Metro Solid-Waste Community Enhancement Program is accomplished through an intergovernmental agreement (IGA) with Metro that required the formation of a committee to vet and select projects, a public-input process and participation by the community’s district Metro Councilor, among other requirements; and

WHEREAS, participation in the program requires a public-engagement process to advertise and solicit suggestions for community-enhancement projects, which are approved through an open public process; and

WHEREAS, on July 6, 2015, the City Council approved Resolution No. 2543 adopting the IGA the Metro Solid-Waste Community Enhancement Program in Wilsonville and creating a new Council-level committee known as the Wilsonville-Metro Community Enhancement Committee to over the see the program locally; and

WHEREAS, on May 17, 2021, the City Council approved Resolution 2897 adopting the Agreement to continue the program in from July 1, 2021 – June 30, 2026.

WHEREAS, the City of Wilsonville wants to continue to accept Community Enhancement Fees and Community Investment Fees to be managed and distributed through existing Community Enhancement Grant mechanisms.

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

- 1. The Wilsonville City Council hereby authorizes the City Manager to enter into an amendment of the Intergovernmental Agreement Between Metro and the City of Wilsonville to accept Community Enhancement Fees and Investment Fees, which is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

ADOPTED by the Wilsonville City Council on May 4, 2026, 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 Shevlin  
Councilor Scull

EXHIBIT:

- A. Community Enhancement Grant Program Services Intergovernmental Agreement

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (“Metro”), and the City of Wilsonville (the “City”) an Oregon municipal corporation, whose address is 29799 SW Town Center Loop E, Wilsonville, Oregon, 97070.

## Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the administration of the Solid Waste Community Enhancement Program (“Program”) for Willamette Resources, Inc.

## Section 2: Term

This Agreement begins on January 1, 2026 and terminates on December 31, 2030. The parties may mutually terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may mutually extend the term of the Agreement by written amendment.

## Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. In accordance with Metro Code, the Facility must collect and remit to Metro a solid waste community enhancement fee (“CEF”) of \$1.00 on each ton of putrescible solid waste, including yard debris mixed with food waste, received at the Facility. If the Facility seeks to collect additional fees for community enhancement, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- B. As part of Metro’s goals-based tonnage allocation criteria, the Facility may voluntarily collect and remit to Metro: (1) a community investment fee (“CIF”) of \$0.50 per ton on all putrescible solid waste, including yard debris mixed with food waste received by the Facility; or (2) a community investment fee of \$1.00 per ton on all types of waste received that are not subject to any Solid Waste Community Enhancement Fees. If the Facility seeks to collect additional fees for community investment, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- C. Metro will remit to Wilsonville the CEF funds and any CIF funds (“Funds”) collected in A and B above on the second Friday of the second month following each quarter-end (February, May, August, and November).
- D. At the request of Wilsonville, Metro will provide quarterly reports of activity at the Facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the facility; (2) the number of other vehicles assessed fees on an estimated volume basis; and (3) the tonnage of solid waste transferred from the Facility.
- E. At the request of Wilsonville, Metro will reasonably assist with the administration of the Program.

## Section 4: City/County Obligations

- A. Wilsonville must administer a Program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Rules 5.06 (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on Wilsonville.



# Community Enhancement Grant Program Services Intergovernmental Agreement

## B. Solid Waste Community Enhancement Committee

- i. Wilsonville will establish a solid waste community enhancement program advisory committee ("Committee") for the purpose of implementing the Program that complies with Exhibit A and Exhibit B.
- ii. The Committee must be made up of at least five members, including three citizen representatives appointed by the mayor, city manager, or county administrator, and, at Metro's option, must include the Metro Councilor representing the district where the Facility is located. In lieu of appointing a separate Committee, the City may designate itself plus the Metro Councilor representing the district where the Facility is located to perform the function of the Committee. In either case, the Metro Councilor may serve as co-chair to the Committee at Metro's option.
- iii. All Committee members must disclose any conflict of interest before participating in a grant decision, and must sign a conflict of interest form provided by Wilsonville and approved by the attorney representing Wilsonville.
- iv. The City of Wilsonville, through the Committee, is responsible for:
  - Establishment of the enhancement area boundary.
  - Adoption of Committee bylaws.
  - Development of a process for soliciting and selecting solid waste community enhancement projects.
  - Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Metro Code Section 5.06.080 and creation of additional criteria and goals where appropriate.
  - Annually reviewing the enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.
  - Upon request of Metro's COO, presenting an annual report to the Metro Council on all projects approved for funding.
  - Providing an open, public process for project review and selection.
  - Ensuring that funding decisions are made by a majority vote of the Committee.

## C. Program Administration

- i. Develop program materials and communications including a grant application, applicant instructions/handbook, a project website, and Committee evaluation criteria.
- ii. Promote the Program within the Program boundary area. Wilsonville must publish information about the Program on its website, including without limitation: funding criteria, goals, application process, and timeline.
- iii. Designate a staff person who is responsible for the administration of the Program and this Agreement. This person must have authority to make decisions regarding this Agreement.
- iv. Wilsonville designated Program staff will attend periodically scheduled grant administrator's learning cohort meetings.
- v. Promote the grant program solicitations to community stakeholders to recruit applicants.
- vi. Meet annually with grantees to get updates on grant activities and grantee needs.
- vii. Promote grantee and grant program accomplishments to community stakeholders.
- viii. No later than July 10 of each year, Wilsonville must provide a written report to Metro on the Program that includes revenues and expenditures of the program Funds, including the total amount of awarded Funds that have been paid by June 30. The report must also include an

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

accounting of any funding expended for program administration and the fund balance carried forward, if any.

- ix. Maintain complete and accurate records related to the administration of the Program (including solicitation materials, grant applications, and records of Committee decision making) and all organizational expenses related to administration of the grant program. Wilsonville will make these records available to Metro upon request for inspection, auditing, and copying.

### D. Funding Administration

- i. Create separate Program accounts for deposit of the CEF and CIF (if any) funds collected under Section 3. Wilsonville must not commingle CEF and CIF funds in its budget. Upon receipt from Metro of the Program’s Funds for each grant cycle, City will deposit the Funds in the two separate accounts.
- ii. Wilsonville must provide all necessary support to administer the program. Wilsonville may charge no more than 20% of the annual budget for the Funds, not to exceed \$50,000, for the direct costs of administering the Program. Direct costs include staff time and materials.
- iii. Prepare an annual budget. The budget must identify the expected distribution of Funds for projects during a fiscal year. The Committee may propose that there be no distribution of Funds during a fiscal year, for a maximum of three consecutive years. The Wilsonville must notify Metro within 14 days if the Committee determines that no Funds will be distributed in a given Program year.
- iv. Determine each funding year’s grant awards no later than December. Funds must be spent within three years of the program funding cycle in which the Funds were collected.
- v. Grant funds awarded to a local government must not exceed 15% of the Program’s annual grant funding budget or funding cycle. If the Committee is recommending an award of more than 15% of the funding budget to the local government then Wilsonville program manager shall contact the Metro program manager before funds are awarded to provide further details on the funding recommendation. Approval for such exceedances may be given by the Metro program manager by email.
- vi. Wilsonville must ensure that only projects chosen by a majority of the Committee receive the Funds. Wilsonville must carry forward any Funds not expended during a budget year to the following year. Wilsonville must not use the Funds for general government purposes.
- vii. Notify Metro immediately if Wilsonville expects it will not fully expend annual Funds within three years of the funding cycle in which the Funds were collected.
- viii. Repay to Metro any Funds unexpended after three years or Funds not spent in accordance with this Agreement.

### Section 5: Notices

Legal notice provided under this Agreement must be delivered personally or by certified mail to the following individuals:

For Wilsonville:

Office of Wilsonville: Counsel  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070

For Metro:

Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

Management of this Agreement will be conducted by the following designated Project Managers:

For Wilsonville:

Zoe Monahan  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070

For Metro:

Noelle Dobson  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Parties may change the above-designated Project Manager by written notice to the other party (email is sufficient).

Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, Wilsonville shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, for Wilsonville’s actions related to this Agreement.

Section 7: Dispute Resolution

The parties will attempt to negotiate in good faith resolutions to all disputes arising out of this Agreement.

Section 8: Termination

During the term of this Agreement, each party retains the right to terminate the Agreement by written notice delivered to the other party no later than 60 days prior to the anniversary date.

If Metro determines that Wilsonville is in breach of this Agreement, Metro will give 30 days' written notice to Wilsonville describing the nature of the breach and will give City/County an opportunity to cure the breach before taking any further action. Metro may, in its discretion, extend the cure period. If City/County fails to cure the breach, Metro may terminate this Agreement at the end of the cure period without further notice.

Section 9: Insurance

Wilsonville agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Wilsonville also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

Section 11: Severability

# Community Enhancement Grant Program Services Intergovernmental Agreement



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Metro Contract No. XXXX

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision will be stricken or revised to the parties' satisfaction.

### Section 12: Counterparts; Signatures

This Agreement may be executed in counterparts or multiples, any one of which has the full force of an original. Metro and Wilsonville may conduct this transaction, including any amendments, by electronic means, including the use of electronic signature. The undersigned represent that they are authorized to execute this Agreement on behalf of the entity for whom they are signing.

Wilsonville

Metro

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CITY COUNCIL MINUTES

April 06, 2026, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 6, 2026. The Mayor called the meeting to order at 7:06 p.m., followed by the roll call and the Pledge of Allegiance.

#### PRESENT:

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

#### STAFF PRESENT:

Amanda Guile-Hinman, City Attorney  
Bill Evans, Communications & Marketing Manager  
Jeanna Troha, City Manager  
Katherine Smith, Assistant Finance Director  
Kimberly Veliz, City Recorder  
Everett Wild, Government Affairs 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 Cunningham, Seconded by Councilor Shevlin.

#### Voting Yea:

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

**Vote:** Motion carried 4-0.

## MAYOR'S BUSINESS

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

The Mayor welcomed attendees and extended holiday greetings to those celebrating Easter Monday and observing Passover, emphasizing themes of renewal, hope, faith, and freedom that unite the community.

The Mayor announced it was the first Council meeting with the new City Manager Jeanna Troha. He then provided a detailed report of the following events:

#### Arbor Day Proclamation

- The City of Wilsonville recognized the vital role trees play in the community in the annual Arbor Day Proclamation. The City of Wilsonville has had the honor of being recognized by the National Arbor Day Foundation as a “Tree City USA” for twenty-eight consecutive years. The pride taken by the City of Wilsonville in being a Tree City USA can be seen in the consistent care of trees and efforts to plant new trees.
- Additionally, the City had partnered with a local non-profit, Friends of Trees, to strengthen the City’s urban tree canopy and ensure the benefits of trees which included clean air, clean water, shade, soil retention, wildlife habitat, and much more. On Arbor Day, and every day, the City encouraged residents and businesses to plant and care for trees for the benefit of this, and future generations.

#### Volunteer Appreciation Month Proclamation

- The City appreciated the contributions that volunteers make to the community. City budgets are tight. Many programs would suffer were it not for the hours donated by over three hundred individuals actively volunteering with the City at any given time. As neighbors clean up roads, shelve library books, deliver meals to seniors, serve on city boards and committees, and complete countless other duties, they are supporting the high quality of life we enjoy in Wilsonville. The Mayor thanked these individuals for their time and service.
- A Volunteer Appreciation Event was scheduled for April 22, 2026.

#### Library Children’s Room Mural Reception

- On March 18, 2026, the Mayor attended a reception with the artist of the new mural in the Children’s Room of the Wilsonville Public Library. It was shared that the young library patrons helped inspire artist Julia Hunkler’s beautiful work.

#### PGE Integrated Operations Center (IOC) Tour

- Council President Berry, Councilor Scull, and the Mayor attended a tour of Portland General Electric’s Integrated Operations Center on March 18, 2026. The IOC is where PGE monitors power demand, buys and sells excess power generated by other utilities to meet need, ensures all the components of the system such as transformers and substations are functioning, and coordinates repair efforts and disaster response. The Mayor appreciated learning about PGE’s long-term preparations for demand growth and hazards like wildfires, as well as how they keep the lights on day-to-day.

- The Mayor thanked the PGE team who led the tour, which included Larry Bekkedahl, Senior Vice President of Strategy and Advanced Energy Delivery and Meredith Armstrong, Senior Manager for Local Government Affairs, and their colleagues.

#### CCBA Mayoral Summit

- The Clackamas County Business Alliance (CCBA) hosted a Mayoral Summit on March 31, 2026, with ten mayors from across Clackamas County. Each shared their city's priorities, needs, development projects, and ways local governments and the business community can become better partners.
- The Mayor shared he spoke about the Vuela housing development, Boone Bridge and the cost of it and other infrastructure projects, our nuisance abatement work for abandoned RVs and graffiti, and creating a culture of inclusion and belonging through public events like Lunar New Year and Pride.

#### SMART Pollinator Pedal Community Bike Ride

- The audience was invited to join SMART for a 10-mile loop ride Pollinator Pedal community bike ride through Wilsonville's pollinator gardens on April 11, 2026.

#### Rotary Club Gala and First Citizen Awards

- On April 11, 2026, the Rotary Club of Wilsonville's would hold their annual Heart of Gold Gala and Auction. The event not only builds community but honors those who have made an impact on Wilsonville over the prior year with the First Citizen award. Award finalists included Brad Christiansen, Jennie Hill, John Hillan-Payne, Scott Nichols, and Rick Wallace.

#### City Council Meeting

- The next City Council meeting would be on Monday, April 20, 2026. The meeting will begin with the annual State of the City address, in which the Mayor would outline a vision for the City of Wilsonville rooted in belonging and how to shape our community for future generations.

The Mayor reported a list of all activities attended would be submitted to the record.

## **COMMUNICATIONS**

### 5. 2026 Legislative Recap

Senator Courtney Neron Misslin and Representative Sue Rieke Smith provided the City Council with a comprehensive summary of their activity during the 2026 Legislative Session. The PowerPoint shown has been added to the record.

Following the presentation Councilors expressed appreciation for the legislators' advocacy for local control and their accessible communication throughout the session. The Mayor thanked the duo for their responsiveness to citizen concerns and frequent testimony in Salem on Wilsonville's behalf.

## 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 comment:

Doris Wehler	John Ludlow	Tristan Roland	Christie Mayer
Susan Reep	Chris Heydemann	Mary Rooney	Rick Wallace

## COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Berry – Excused

7. Councilor Cunningham

Councilor Cunningham offered brief comments, wishing attendees a happy Easter season and congratulating those who completed Lent. The Councilor thanked the state legislators and City staff, particularly Greg Leo, for their legislative session reports and efforts to maintain local control. Councilor Cunningham expressed particular concern about state restrictions on maximum distances for citizen communication about community changes, calling such limitations on citizen engagement problematic while appreciating the fight to preserve local control.

8. Councilor Shevlin

The Councilor Shevlin reported on the following:

- Wilsonville Environmental Resource Keepers (WERK) Day was scheduled for April 25, 2026.
- Diversity, Equity and Inclusion (DEI) Committee April events:
  - Deaf Heritage Month
  - Arab American Heritage Month
  - Passover was April 1-9, 2026

In closing, Councilor Shevlin spoke in opposition of ballot measure 3-632, titled Amends Charter to require voter approval for Urban Renewal Plans.

9. Councilor Scull

Councilor Scull noted he would submit his written schedule for the report. He then spoke about the following events:

- Portland General Electric (PGE) Integrated Operations Center (IOC) Tour on March 18, 2026

- Annual Egg Hunt on April 4, 2026
- National Community Survey (NCS) Community Survey open through April 15, 2026
- Spring 2026 Events at the Library:
  - Book Notes concert series
  - Music and movement classes
  - Beginning Birding for Families
  - Informative talk about the history of Japanese Americans in Oregon as part of the “One Book, One Coast” program where the west coast creates a giant book club by reading George Takei’s graphic novel “They Called Us Enemy.”

## CONSENT AGENDA

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

### 10. **Resolution No. 3239**

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 Nos. 3167 and 3223.

### 11. **Resolution No. 3254**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Turney Excavating Inc. For The Annual Pedestrian Enhancements Project (Capital Improvement Project No. 4717).

### 12. **Resolution No. 3255**

A Resolution of the City of Wilsonville Authorizing the City Manager to Execute Easements Concerning Certain Infrastructure Relating to the Willamette Intake Facilities Commission’s Water Intake Facilities.

### 13. **Resolution No. 3259**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Trojan Technologies For Procurement Of Ultraviolet Disinfection Equipment As Part Of The Wastewater Treatment Plant Backup Ultraviolet System Replacement Project (Capital Improvement Project #2109).

### 14. **Resolution No. 3261**

A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement with DOWL, LLC for the Willamette Water Supply PLM 1.3: Construction Inspection of City Infrastructure Project (Capital Improvement Project No. 1127).

15. Minutes of March 12, 16, and 31, 2026 City Council Meetings.

**Motion:** Moved to adopt the Consent Agenda.

Motion made by Councilor Shevlin, Seconded by Councilor Scull.

**Voting Yea:**

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

**Vote:** Motion carried 4-0.

**NEW BUSINESS**

The City Attorney read the title of Resolution No. 3260 into the record.

**16. Resolution No. 3260**

A Resolution Of The City Of Wilsonville Establishing Graffiti Abatement Programs.

The City Attorney summarized the staff report. The PowerPoint shown has been added to the record.

Following the presentation Council appreciated the Legal team for their efforts on this plan.

The Mayor requested a motion on Resolution No. 3260.

**Motion:** Moved to adopt Resolution No. 3260, a resolution of the City of Wilsonville establishing graffiti abatement programs.

Motion made by Councilor Scull, Seconded by Councilor Cunningham.

**Voting Yea:**

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

**Vote:** Motion carried 4-0.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

There was none.

**CITY MANAGER'S BUSINESS**

The City Manager expressed gratitude for her first City Council meeting in the new role and appreciation for the opportunity to work with the City Council and community members.

**LEGAL BUSINESS**

There was none.

**ADJOURN**

The Mayor adjourned the meeting at 8:32 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Shawn O’Neil, Mayor



## CITY COUNCIL & STATE OF THE CITY ADDRESS MINUTES

April 20, 2026, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 20, 2026. The Mayor called the meeting to order at 7:01 p.m., followed by the roll call and the Pledge of Allegiance.

### PRESENT:

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

### STAFF PRESENT:

Amanda Guile-Hinman, City Attorney  
 Andrea Villagrana, Human Resource Manager  
 Bill Evans, Communications & Marketing Manager  
 Dwight Brashear, Transit Director  
 Hannah Young, Law Clerk  
 Jeanna Troha, City Manager  
 Katherine Smith, Assistant Finance Director  
 Keith Katko, Finance Director  
 Kimberly Veliz, City Recorder  
 Mackenzie Miller, Communications & Marketing Coordinator  
 Matt Lorenzen, Economic Development Manager  
 Megan Big John, Parks and Recreation Director  
 Everett Wild, Government Affairs Manager  
 Steve Rymer, Interim Assistant 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, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

**Vote:** Motion carried 5-0.

**MAYOR'S BUSINESS**

4. State of the City Address

The Mayor presented the 2026 State of the City Address which is appended to the minutes in its entirety.

**RECESS**

The Mayor recessed the City Council meeting at 7:35 p.m.

There was a brief recess for a reception which included a performance by the Wilsonville Choral Society.

The Mayor reconvened the City Council meeting at 8:00 p.m.

**COMMUNICATIONS**

There was none.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

The following individuals provided public comments:

- Thao Tu
- Kyle Bunch
- Cornelia Gibson
- Wade Keenon
- Melissa Steele

- Jeff Zundel
- David Mauk
- Lee Barckmann
- Susan Reep
- Shirley Simina
- Roger Fontes
- Andrew Engel
- Bill Bagnall
- Chris Heydemann
- Mary Rooney
- Christie Mayer
- Iona River

## **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

### 5. Council President Berry

Council President Berry thanked attendees and highlighted the following activities:

- Egg Hunt on April 4, 2026
- Cub Scouts meeting
- Volunteer Appreciation event on April 22, 2026

In closing the Council President welcomed the City's new behavioral health specialist, noting the importance of having staff who can help people in crisis and direct them to appropriate resources.

### 6. Councilor Cunningham

The Councilor reported on the following:

- Parks and Recreation Advisory Board meeting on April 9, 2026
  - Welcomed Megan Big John the new City of Wilsonville Parks and Recreation Director
- Washington County Coordinating Committee (WCCC) meeting on April 13, 2026

In closing Councilor Cunningham acknowledged community member Melissa Steele's concerns about off-leash dogs, noting he had discussed the issue with the City Manager.

### 7. Councilor Shevlin

Councilor Shevlin thanked the Mayor for his inspiring State of the City Address and all attendees. The Councilor then expressed pride in serving the City the Mayor described and being part of the City Council.

Councilor Shevlin kept her remarks brief due to the late hour.

## 8. Councilor Scull

Councilor Scull submitted his meeting schedule for the record. He then thanked the Mayor for his enlightening State of the City Address, showing how well-maintained Wilsonville is as a community. In addition, he acknowledged the citizen's input as informative and shared his experiences as a daily walker being chased by dogs and nearly hit by cars.

In closing, Councilor Scull delivered extensive remarks opposing Ballot Measure 3-632.

## CONSENT AGENDA

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

### 9. Resolution No. 3231

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Third Amendment To The Professional Services Agreement With Brown & Caldwell, Inc. For Construction Administration Services For The Boeckman Creek Flow Mitigation Project (Capital Improvement Project No. 7068).

### 10. Resolution No. 3240

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Knife River Corporation – Northwest For Construction Of The Brown Road Improvements Project (Capital Improvement Project No. 4216).

### 11. Resolution No. 3257

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Procurement of Manual Meter Reading Services by Metereaders LLC.

**Motion:** Moved to adopt the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Scull.

### **Voting Yea:**

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

**Vote:** Motion carried 5-0.

## NEW BUSINESS

### 12. City Attorney Employment Agreement Extension

Andrea Villagrana, Human Resource Manager, briefed City Council on the reasons for the amendment.

**Motion:** Moved to approve the City Attorney Employment Agreement Extension as proposed.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

13. **Resolution No. 3256**

A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2025-26.

The City Attorney read the title of Resolution No. 3256 into the record.

The Mayor provided the public hearing format and opened the public hearing at 9:13 p.m.

Katherine Smith, Assistant Finance Director along with Keith Katko, Finance Director shown a PowerPoint summarizing the staff report. PowerPoint has been made a part of the record.

Council asked clarifying question.

The Mayor invited public testimony.

Seeing none the Mayor closed the public hearing on Resolution No. 3256 at 9:18 p.m.

The Mayor then requested a motion on Resolution No. 3256.

**Motion:** Moved to adopt Resolution No. 3256.

Motion made by Councilor Berry, Seconded by Councilor Scull.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

14. **Ordinance No. 902** - 1st Reading (*Legislative, Non-Land Use Public Hearing*)

An Ordinance Of The City Of Wilsonville Amending Sections 5.035, 5.200, 5.210, And 5.405 Of The Wilsonville Code To Revise The Definition Of Abandoned Vehicles And To Reduce The Duration Allowed For Parking On Public Streets.

The City Attorney read the title of Ordinance No. 902 into the record on first reading.

The Mayor provided the public hearing format and opened the public hearing at 9:21 p.m.

Amanda Guile-Hinman, City Attorney and Hannah Young, Law Clerk showed a PowerPoint summarizing the staff report. PowerPoint has been made a part of the record.

Council commented and asked clarifying question.

The Mayor invited public testimony.

The following individual spoke as a proponent of Ordinance No. 902:

- Jeff Zundel

The Mayor asked for additional public testimony seeing none the Mayor closed the public hearing on Ordinance No. 902 at 9:38 p.m.

The Mayor then requested a motion on Ordinance No. 902.

**Motion:** Moved to adopt Ordinance No. 902 on first reading.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

**CITY MANAGER'S BUSINESS**

The City Manager reported on the issue of dogs being off leash dogs in City of Wilsonville parks.

**LEGAL BUSINESS**

The City Attorney updated City Council on the Town Center Task Force Meetings.

**ADJOURN**

The Mayor adjourned the meeting at 9:44 p.m.

Respectfully submitted,

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ATTEST:

\_\_\_\_\_  
Shawn O’Neil, Mayor



## STATE OF THE CITY ADDRESS

April 20, 2026, at 7:00 PM

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Good evening and thank you for being here tonight.

It is my honor to stand before you once again as your mayor to deliver the State of the City address.

Before I begin, I want to recognize several elected leaders who have joined us tonight.

- First our City Council, Council President Caroline Berry, Councilor Adam Cunningham, Councilor Anne Shevlin, and Councilor Sam Scull.
- State Senator Courtney Neron-Misslin.
- State Representative Sue Rieke Smith.
- Metro Councilor Garret Rosenthal
- City of Tualatin Mayor Frank Bubenik
- Former City of Wilsonville Mayor Tim Knapp
- Clackamas County Sheriff's Office
- Washington County Sheriff's Office
- Tualatin Valley Fire and Rescue
- West Linn-Wilsonville School Board Vice Chair Maegan Vidal
- Clackamas Community College President Tim Cook
- Washington County Commissioner Jason Snyder
- Clackamas Community College Board Ryan Ingersoll

Thank you all for your service to our community, region, and the State of Oregon.

This month, we welcomed Jeanna Troha as our new City Manager. Our Council is fortunate to have selected someone with Jeanna's depth of experience and commitment to community-centered leadership. She brings a thoughtful and steady approach to this work, balancing long-term vision with the day-to-day responsibilities of running a city. She has long demonstrated the ability to listen, to build relationships, and to work collaboratively.

I look forward to her work with this Council, City staff, and the community as we build Wilsonville's future together.

I also want to recognize our City Attorney, Amanda Guile-Hinman.

Amanda plays a critical role in the work we do as a Council and for the City at large. She provides guidance in difficult moments, helps us navigate complex decisions, and does so with professionalism, integrity, and a steady hand. I deeply respect her judgment and her commitment to this community, and we are fortunate to have her serving Wilsonville.

Thank you to Jeanna, Amanda, and every member of our City staff who make this city work every day. Naming everyone would keep us here all evening, but please know how much your work means to me, this Council, and our community.

I also want to recognize members of our boards and commissions, and the many volunteers who serve in ways both large and small throughout Wilsonville.

Your leadership, your service, and your commitment matter deeply. Thank you.

Finally, I want to thank my family.

Public service is not something you do alone, it asks a lot of the people who stand beside you every day.

There are long nights, missed time, and moments when the weight of decisions follows you home.

Through it all, my family has been there supporting me, grounding me, and reminding me why this work matters.

I love you, and I am deeply grateful for everything you give so I can do this work.

Last year, when I delivered my first State of the City as mayor, I spoke about **BELONGING** and my belief that Wilsonville should be a place where every person matters, where every family can build a life, and where every resident feels this community is truly theirs.

It's a simple, yet powerful idea that I believe deeply.

Because when people feel they belong, a community becomes more than a place to live — it becomes **HOME**.

And when a place feels like home, people begin thinking about something even more important — the future they want to build together.

The future **WE ARE ALL BUILDING TOGETHER**.

And the future we **will one day hand to the next generation**.

We must ask ourselves:

What kind of community will we leave to our children and grandchildren?

Answering this question requires us to step back and look at the everyday moments that define our lives **here**.

The best way to understand Wilsonville is not through a report or a budget document, but by walking through our community.

That is something I do nearly every morning with my dog, Curious George.

Those walks — through our neighborhoods, parks, and public spaces remind me what we are so fortunate to have — a place where people build rich lives, raising their children, looking out for one another, and where our Seniors are honored and respected.

Wilsonville's spirit reveals itself through observing simple moments.

A child riding their bike to school ...

Or a family gathering in Memorial Park, the crown jewel of our fabulous park system.

Over the past several years, our investments in Memorial Park have continued to build on what makes it so special — from the nature play area and expanded skate park, to the dog park, community and pollinator gardens, new restrooms, and field lighting — with new play equipment near the sports fields on the way.

Last year, staff expanded the park's disc golf course, now one of the top courses in the region.

Our dedicated parks team got creative to make that project happen. This short video details their award-winning collaboration with the disc golf community.

*A video of the disc golf in Memorial Park was played.*

Memorial Park and all that it has to offer is an example of how a community's vision, staff dedication, and the collaboration that followed delivered a wonderful outcome.

Our investment in our park system is a great representation of our **VALUES**.

So, too, is our emphasis on community events ... from long-established events like the Easter Egg Hunt ... Party in the Park, the Annual Christmas Tree Lighting, and Harvest Festival to new celebrations like the Second Annual "Light Up Wilsonville" Menorah lighting, Los Posadas, Pride, Juneteenth, Lunar New Year, Celebration of India, and Ramadan Potluck.

We seek **active, enriching lives; we honor families in all their forms, we embrace togetherness and tradition; we celebrate important occasions, we rely on each other.**

One more example of our values is our library — a place that means a great deal to many families, including my own.

Last month a new four-wall mural was painted in the children's room.

This wonderful project -- funded by the Wilsonville Public Library Foundation and directed by our Arts, Culture, and Heritage Commission and staff -- demonstrates **the power of collaboration and community involvement**. The result is wonderful.

*A video of the Library mural was played.*

Strong community does not happen on its own.

It requires people willing to **step forward and take responsibility for what comes next.**

### **Local Leadership matters.**

But it is **not** just about the Mayor, or members of City Council — it is about **the community leaders** we have had over the decades who have given **their heart and soul** to this community in so many ways. Those in community organizations, such as the Rotary Club, our nonprofits like Wilsonville Community Sharing and Heart of the City, our local businesses, religious institutions, parent groups, and so many others.

Many of these leaders—those current, and those who have passed—many of them **quiet, unsung heroes**—have continuously stepped up and made this community a better place, not only for the Wilsonville we have now, but **for the vision** of the community that we will leave for future generations.

Because leadership **at every level** of our community **matters.**

As President John F. Kennedy once said:

“Our task in our time and in our generation **is to hand down undiminished** to those who come after us the **rich heritage we have inherited.**”

That’s a big responsibility that requires thoughtful decisions about our future.

The decisions we make **together** today will shape Wilsonville for decades to come.

**Thoughtful** leadership means investing in infrastructure that keeps our city strong.

It means improving our local roads and transportation systems.

It means strengthening and preserving water and stormwater systems, so **the next generation does not inherit problems we chose to ignore.**

It means finding a way to guide our inevitable growth in a manner that allows us to retain our small-town spirit.

**Informed, deliberate decision making** can ensure that we maintain our high quality of life for the next generation.

Investing in our future has delivered new returns this year.

The reopening of the Boeckman Road Corridor and the Boeckman Bridge connection has improved mobility and safety across our city as the Frog Pond neighborhood comes to life.

We have continued investing in places where families gather, including a new neighborhood park which will be opening in Frog Pond West next to the new primary school.

Our commitment to transportation and pedestrian safety improvements continues.

Last year we were awarded a six-million-dollar competitive grant from the Oregon Department of Transportation to fund the completion of the Boeckman Creek Regional Trail.

When complete, **a child** growing up in Frog Pond will be able to ride their bike to their high school **without setting foot on a high-speed arterial road. THAT** is the kind of city our community is **BUILDING**.

The seismic-resilient new 3-million-gallon Westside Reservoir on Tooze Road protects our most precious asset —**WATER**—and adds storage capacity to support future growth.

This is what **responsible** long-range planning looks like: investing in infrastructure that most residents will never see, so it is there when needed.

Our responsibility **does not stop at our city limits**.

We **continue to ADVOCATE** for the replacement of the Boone Bridge — one of the **most important** transportation priorities for our community, our region, and **the movement of goods and commerce across our nation**.

That work has required persistence — working with state and federal partners, testifying at the legislature, traveling to D.C., and continuing to make the case that Wilsonville’s future depends on a transportation system that keeps pace with our growth.

**Leadership** means not just managing today but advocating for what **comes next**.

Building a strong city is not only about infrastructure, of course. **IT IS ABOUT PEOPLE**.

Last year we launched a peer support initiative to help residents struggling with addiction and mental health concerns connect with the help they need.

Next month, we’ll celebrate the grand opening of VUELA — the new Transit-Oriented Development at the Wilsonville Transit Center — a project that reflects **the compassion of this community** and **our shared commitment** to helping people build **stability in their lives**.

Vuela provides 121 units of housing for those earning 30–80% of area median income, creates a **permanent home** for Wilsonville Community Sharing, and creates a welcome center for regional transit users.

What began as an idea brought forward by SMART Director Dwight Brashear and City staff has grown into something more — **a reflection of this community's values**, and an example of how thoughtful public leadership, **grounded in our compassion**, can **truly change lives**.

*A video of Vuela was played.*

That is Wilsonville **at its best** — a community that does not turn away from challenges, **but steps forward to meet them**.

With that being said, many households remain cost-burdened, spending more than they can reasonably afford on housing. Some facing severe financial strain. That reality affects not just our seniors and individual families, but the long-term stability of our workforce, young adults, and our community.

Our Housing Production Strategy was recently adopted to help expand housing access, promote affordability, and encourage diverse housing options.

Meanwhile, the City's first Climate Action Plan ensures that future long-term infrastructure accounts for weather conditions **more intense and less predictable** than ever.

**YES**, Wilsonville is **moving forward**.

Its progress is not happening by accident, but by **community leadership**, and **good planning**.

Our local businesses continue to be **the backbone** of this city — creating jobs, supporting families, and shaping our character.

Our work continues both at home **and at the legislature** to encourage investment in our Coffee Creek and Basalt Creek Areas.

When we talk about the future of Wilsonville, we are not just talking about growth — we are talking about **creating opportunity and stability** for the people who live here—our workforce, seniors, and the students and teachers from Oregon Institute of Technology and Clackamas Community College.

Everything we enjoy today is the result of **deliberate choices** — **made by this community**, through its elected leaders, and carried forward by the work of our **expert, dedicated City staff**, all engaged in shaping **our future together**.

Which brings me back to that question that will shape the next fifty years:

**What kind of city do we want Wilsonville to be?**

Wilsonville **deserves** a place where families **gather**, where small businesses can **grow and succeed**, Where people can walk, connect, and experience **the beauty** of this community.

But it will not happen on its own. It requires **US**—as a community—to decide **TOGETHER** whether we are willing to invest in that future.

The Wilsonville Town Center Plan **is not just** a planning document — it is an **adopted roadmap** that reflects **years of work, community input**, and a **SHARED VISION** for what the **HEART** of Wilsonville can become.

This is about whether Wilsonville will have a **TRUE** civic center — a place where community life comes **together**.

If we do not step forward and shape our own future, it will be shaped for us — **piece by piece** — **by absentee landowners and developers**, rather than by the **shared vision of this community**.

Some may wish that Wilsonville could stay exactly as it is.

But the reality is, **ALL CITIES CHANGE**.

We face a critical decision. Will **we shape** that change, **or allow it to shape us?**

Just as those who came before us made decisions that shaped the Wilsonville we enjoy today, we now have that same **responsibility**.

**Not just** for ourselves. But for the people who will live here **long after we are gone**.

Last summer, this Council directed staff to gather input to better understand what our residents want. The message **WAS CLEAR**— there is **wide** support for a **vibrant** Town Center.

Residents raised thoughtful questions about building heights, housing density, and what Town Center will look like. The questions we received **deserved** our consideration.

We **heard clearly** that the housing numbers created **confusion**. So, we went back to work. We created a task force to examine **building heights**.

We **revisited** the Urban Renewal District proposal that was narrowly defeated two years ago.

I **believe** we have a **responsibility to come back with a better**, more refined Urban Renewal District plan — and to give residents a new opportunity to consider how we proceed. **My goal** is to bring that refined proposal before the voters of Wilsonville **this November**.

That is what this good public process looks like — **listening, refining, and returning** with something that reflects **the values** of the entire community.

Urban renewal is **not a theory**. In Wilsonville, it is a method we have used successfully to help build the city we all enjoy **today** ... **without** raising taxes.

Urban Renewal has supported infrastructure, created our parks, provided opportunities for local businesses, and helped guide development in alignment with **our values**.

Our City has been blessed by many visionary community leaders who helped create the Wilsonville we have today.

Now that responsibility **passes to US**. To look beyond our current lives and needs to determine what's **BEST**.

It is not just the responsibility of a Council or a Mayor.

It is the responsibility of **ALL OF US**.

Let's be a community **willing to lead**.

A community willing to **think beyond today**.

A community willing to **invest in the future** for people they may never meet.

As Theodore Roosevelt once said:

"We do not inherit the earth from our ancestors; we borrow **it from our children**."

We must ask ourselves: when our children are ready to build lives of their own, will they choose to **stay here?**

Because in the end, the measure of **our work** as a community is not just what we build today, but whether the next generation **sees a future for themselves in Wilsonville**.

That they **BELONG**.

If we lead with **compassion and integrity**...

If we **listen**...

If we remain **TRUE** to the next generations...

Then one day, they will inherit more than a city.

They will inherit a **HOME** — shaped by a **compassionate** community that **believes** in their generation, **and** in the generations that will follow.

Thank you for being part of the Wilsonville story.

And **THANK YOU** for helping build a bright future for our city.



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date: May 4, 2026</b>		<b>Subject: Ordinance No. 902 (Second Reading)</b> An Ordinance of the City of Wilsonville Amending Sections 5.035, 5.200, 5.210, and 5.405 of the Wilsonville Code to Revise the Definition of Abandoned Vehicles and to Reduce the Duration Allowed for Parking on Public Streets.	
		<b>Staff Member:</b> Amanda Guile-Hinman, City Attorney Hannah Young, Law Clerk	
		<b>Department:</b> Legal	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 20, 2026 <input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: April 20, 2026 <input checked="" type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: May 4, 2026 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Adopt Ordinance No. 902 on second reading.			
<b>Recommended Language for Motion:</b> I move to adopt Ordinance No. 902 on second reading.			
<b>Project / Issue Relates To:</b>			
<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:**

Consider adopting Ordinance No. 902 to revise the definition of “abandoned vehicle” in WC 5.035 and to reduce the duration allowed for parking on public streets from 72 hours to 48 hours.

**EXECUTIVE SUMMARY:**

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “investigate enforcement solutions for RVs and examine abandoned vehicle definition in code.” Previously, staff met with Council during the [July 21, 2025 work session](#) to provide research on the issue, and present possible policy alternatives. Following this meeting, Council approved staff to conduct community outreach to garner crucial feedback from Wilsonville residents on which alternatives best meet their understanding of community needs. The outreach was concluded in November 2025, which were then brought to Council and addressed in the [December 15, 2025 work session](#). Following that work session, Council reviewed draft Wilsonville Code revisions to reduce the 72-hour street parking allowance to 48 hours and to update the definition of abandoned vehicles at [its March 2, 2026 work session](#). Council also considered whether to move forward with a pilot program requiring parking permits for recreational vehicles, but elected to pause that option to determine the efficacy of the proposed revisions to the Wilsonville Code contemplated in Ordinance No. 902.

**OVERVIEW OF CODE UPDATES:****A. 48-Hour Parking and Updated Abandoned Vehicle Definition**

Currently, Wilsonville Code allows vehicles to be left parked for 72 hours before subject to citation or possible removal. As it stands, this can create an enforcement gap between when community members report a vehicle parked longer than 72 hours, and when code or law enforcement can observe for 72 hours and initiate enforcement strategies. By updating the Wilsonville Code language to reduce the number of hours a vehicle is allowed to remain to 48, the overall timeline of enforcement and abatement is shortened, and response is thereby more efficient and effective for community members.

**B. Updated Abandoned Vehicle Definition**

The Wilsonville Code currently defines an “abandoned vehicle” as: “A vehicle left unoccupied or unclaimed or in a damaged or dismantled condition such that the vehicle is inoperable.” Staff recommends revising this definition for the following reasons. First, it fails to provide flexibility in staff determination whether a vehicle is “unoccupied or unclaimed” or “inoperable” by not including language such as “appears to” be unoccupied or unclaimed or inoperable. Second, the definition fails to include other circumstances that may indicate abandonment, such as not having valid registration or insurance, as required of vehicles on public rights-of-way. The proposed definition included in **Exhibit 1** to Ordinance No. 902 includes language to address these concerns.

**TIMELINE:**

If Council decides to adopt Ordinance No. 902, it will change parking regulations throughout the City. Staff recommends an effective date of July 1, 2026, rather than the standard 30 days for ordinances to allow staff to engage in community education in advance of the effective date.

**CURRENT YEAR BUDGET IMPACTS:**

Staff do not anticipate current year budget impacts outside of potential public outreach costs, which will be absorbed within departmental budget(s).

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

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

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

**STAFF RECOMMENDATION:**

Ensuring that the City has the tools necessary to proactively prevent the proliferation of long-term RV parking on city streets can address livability concerns. This strategy may aid the City in crafting regulations that address specific concerns without being overbroad, vague, or inflexible in the City's longstanding approach to code compliance. The goal is to balance livability concerns with providing reasonable regulations to achieve compliance. Staff recommends moving forward with the proposed updates to the Wilsonville Code language (**Exhibit 1** to Ordinance No. 902).

**ALTERNATIVES:**

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:**

Ordinance No. 902

Exhibit 1 to Ordinance No. 902 (revisions to WC 5.035, 5.200, 5.210, and 5.405)

**ORDINANCE NO. 902****AN ORDINANCE OF THE CITY OF WILSONVILLE AMENDING SECTIONS 5.035, 5.200, 5.210, AND 5.405 OF THE WILSONVILLE CODE TO REVISE THE DEFINITION OF ABANDONED VEHICLES AND TO REDUCE THE DURATION ALLOWED FOR PARKING ON PUBLIC STREETS.**

WHEREAS, the City Council identified Public Safety as Goal 2 in its 2025-27 Council Goals; and

WHEREAS, within the Public Safety Goal, Council set Strategy 2.1 to consider enforcement solutions for recreational vehicles and to examine the abandoned vehicle definition in the Wilsonville Code; and

WHEREAS, City Council desires to improve public safety measures, including response to derelict vehicles that park for extended periods of time on public streets; and

WHEREAS, the City engaged in public input in Fall 2025 to help inform potential solutions to such identified community concerns; and

WHEREAS, the City Council held work sessions on July 21, 2025; December 15, 2025; and March 2, 2026 to consider solutions identified as part of Strategy 2.1.

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

Section 1. Findings. The above-stated recitals and the staff report accompanying this Ordinance are incorporated as the City Council's findings to support the consideration and adoption of this Ordinance.

Section 2. Wilsonville Code Sections 5.035, 5.200, 5.10, and 5.405 are hereby amended as set forth in **Exhibit 1** attached hereto and incorporated by reference herein.

Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect commencing on July 1, 2026.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 20<sup>th</sup> day of April, 2026, and scheduled the second reading on May 4, 2026 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

\_\_\_\_\_  
Kimberly Veliz, MMC, City Recorder

ENACTED by the City Council on \_\_\_\_ of \_\_\_\_\_, 2026, by the following votes:  
Yes: \_\_\_\_ No: \_\_\_\_

\_\_\_\_\_  
Kimberly Veliz, MMC, City Recorder

DATED and signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Shawn O’Neil, Mayor

SUMMARY OF VOTES:

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

EXHIBITS:

- A. Draft revisions to WC 5.035, 5.200, 5.210, and 5.405

**EXHIBIT 1 TO ORDINANCE NO. 902**

**5.035. Definitions.**

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

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

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

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

...

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

...

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

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

...

**5.210. Prohibited Parking or Standing.**

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

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

...

### 5.405. Towing with Prior Notice.

- (1) After providing notice required under section 5.410, and, if requested, a hearing under section 5.435 and 5.440 in which the tow is validated, an authorized officer may tow and impound a vehicle if any of the following occur:
  - (a) The Authorized Officer has probable cause to believe the vehicle is stored ~~or abandoned~~ which is parked or left standing upon the right-of-way of any street or alley or upon any City property for a period in excess of ~~72-48~~ hours or has probable cause to believe the vehicle is abandoned which is parked or left standing upon the right-of-way of any street or alley or upon any City property for a period in excess of 24 hours.
  - (b) The vehicle is parked on property owned, operated, or occupied by the City, other than streets or clearly designated public parking spaces, without express City permission.~~;~~
  - (c) The vehicle is parked in violation of a provision of the City's Code or State law,~~;~~ ~~and~~
  - (d) Three or more parking citations have been issued for violations of sections 5.100—5.245, which have not been paid or contested within the time allowed by law.

**PROCLAMATION  
BUILDING SAFETY MONTH  
MAY 2026**

**WHEREAS:** The community members of Wilsonville spend considerable time at home, at school, work, worship, and play in buildings; and

**WHEREAS:** Our city places a high value on ensuring buildings are safe for the protection of its community members from disasters such as fire, windstorms, earthquakes, landslides, floods, and other natural hazards; and

**WHEREAS:** “Built to Last!” the national theme for Building Safety Month, encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and

**WHEREAS:** The effective administration of building safety codes affects our community and gives us confidence that our structures are safe and sound; and

**WHEREAS:** Our confidence is achieved through the devotion of professional building inspectors, fire prevention officers, design professionals, and licensed contractors - who work year-round to ensure the construction of safe, durable, and sustainable buildings; and

**WHEREAS:** In observance of Building Safety Month, Wilsonville community members are reminded about the benefits of safe and sustainable spaces whether at home, at work, or places where we gather in our communities.

**NOW, THEREFORE,** I, Shawn O’Neil, Mayor of the City of Wilsonville, do hereby proclaim the month of May 2026 as:

**BUILDING SAFETY MONTH**

I encourage all Wilsonville residents to join communities across America with participation in Building Safety Month activities.

Dated this 4<sup>th</sup> day of May 2026.

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Shawn O’Neil, Mayor

STATE OF OREGON  
**PROCLAMATION**  
OFFICE OF THE GOVERNOR

- WHEREAS:** Oregonians spend considerable time at home, school, work, worship and play in buildings; and
- WHEREAS:** The State of Oregon places a high value on ensuring buildings are resilient and safe for the protection of Oregonians from disasters such as fire, windstorms, earthquakes, landslides, floods, and other natural hazards; and
- WHEREAS:** Building Safety Month, encourages community members to get involved and raise awareness about building safety on a personal, local, and national scale through implementing effective construction codes for structural integrity, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and
- WHEREAS:** Our confidence in the structural integrity, energy efficiency, and safety of our structures is achieved through the devotion of professional building inspectors, licensed contractors, fire prevention officers, and design professionals who work year-round to ensure the safe construction of buildings; and
- WHEREAS:** In observance of Building Safety Month, Oregonians are reminded about the benefits of safe, durable, accessible, energy efficient, and sustainable spaces.

**NOW,  
THEREFORE:** I, Tina Kotek, Governor of the State of Oregon, hereby proclaim May 2026 to be

**BUILDING SAFETY MONTH**

in Oregon and encourage all Oregonians to join in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day April 23, 2026.



Handwritten signature of Tina Kotek in black ink.

Tina Kotek, Governor

Handwritten signature of Tobias Read in black ink.

Tobias Read, Secretary of State

## **Mental Health Awareness Month Proclamation**

WHEREAS, mental health is part of everyone's overall health and wellbeing, and mental illnesses are prevalent in our county, state, and nation, with one in five adults experiencing a mental health issue every year; and

WHEREAS, stigma and the resulting discrimination is a primary obstacle to early identification and effective treatment of individuals with mental illness and their ability to recover to lead full, productive lives; and

WHEREAS, approximately half of chronic mental illness begins by the age of 14 and suicide is the second leading cause of death of individuals ages 10 to 14 and 25-34; and

WHEREAS, long delays averaging 11 years occur between the time symptoms first appear and when individuals get help, and it is therefore essential to cure the stigma and discrimination that is the primary cause for those delays; and

WHEREAS, every person and community can make a difference in helping cure the stigma and discrimination that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic engagement improves the lives of individuals and families affected by mental illness.

NOW, THEREFORE, BE IT RESOLVED, I, Shawn O'Neil, Mayor of the City of Wilsonville, a municipal corporation in the County of Clackamas and the County of Washington County, in the State of Oregon, do hereby proclaim May 2026 as Mental Health Awareness Month in Wilsonville to increase public understanding of the importance of mental health, to promote identification and timely treatment of mental illnesses, and to cure the resulting stigma and discrimination.

IN WITNESS WHEREOF, and with the consent of the City Council of the City of Wilsonville, I have hereunto set my hand on this 4<sup>th</sup> day of May 2026.

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Shawn O'Neil, Mayor