



## CITY COUNCIL AGENDA

February 19, 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.*

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

### COUNCILORS' CONCERNS [5:05 PM]

### PRE-COUNCIL WORK SESSION [5:10 PM]

- A. Arts, Culture, and Heritage Commission (ACHC) Annual Update (*Valentine*) [15 min]
- B. [Town Center Update \(Guile-Hinman/Troha\)](#) [45 min]

### ADJOURN [6:10 PM]

*Break to switch Zoom accounts* [5 min]

### EXECUTIVE SESSION [6:15 PM]

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

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

### ADJOURN [6:50 PM]

## **CITY COUNCIL MEETING**

*The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, February 19, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on February 3, 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. [Board/Commission Appointments](#)

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

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 PM]**

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

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

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

### **CONSENT AGENDA [7:45 PM]**

10. [Resolution No. 3234](#)

[A Resolution to Allocate Community Cultural Events and Programs Grant Funds for Fiscal Year 2025/2026. \(Valentine\)](#)

11. [Resolution No. 3235](#)

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

12. [Resolution No. 3238](#)

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

13. [Resolution No. 3241](#)

[A Resolution Of The City Of Wilsonville Approving A Professional Services Agreement With CFM Strategic Communications, Inc. For Contracted Government Relations And Lobbying Services. \(Wild\)](#)

14. [Minutes of the February 2, 2026 City Council Meeting. \(City Recorder\)](#)

**NEW BUSINESS [7:50 PM]**

**CONTINUING BUSINESS [7:50 PM]**

**PUBLIC HEARING [7:50 PM]**

**CITY MANAGER'S BUSINESS [7:50 PM]**

**LEGAL BUSINESS [7:55 PM]**

**ADJOURN [8:00 PM]**

**INFORMATIONAL ITEMS** – No Council Action Necessary

[City Manager Reports](#)

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

*Habrá intérpretes disponibles para aquéllas personas que no hablan Inglés, previo acuerdo. Comuníquese al 503-570-1506*



## CITY COUNCIL MEETING

### STAFF REPORT

<b>Meeting Date:</b> February 19, 2026	<b>Subject:</b> Town Center Update-Town Center Zone Code Provisions  <b>Staff Member:</b> Jeanna Troha, Assistant City Manager Amanda Guile-Hinman, City Attorney  <b>Department:</b> Community Development, Legal
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>
<input 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 type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable
	<b>Comments:</b> N/A
<b>Staff Recommendation:</b> N/A	
<b>Recommended Language for Motion:</b> N/A	
<b>Project / Issue Relates To:</b>	
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 4: Communications & Engagement	<input checked="" type="checkbox"/> Adopted Master Plan(s): Town Center Plan
	<input type="checkbox"/> Not Applicable

#### ISSUE BEFORE COUNCIL:

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

## EXECUTIVE SUMMARY:

This staff report discusses an option for Council to consider amendments to the Wilsonville Code that affect potential building heights for redevelopment in the Wilsonville Town Center. To explore this option, this staff report provides the following information: (1) background information concerning the Wilsonville Town Center adoption and Council's 2025-27 Communications & Engagement Goal; (2) the state laws and regulations that influence the scope of Council's authority in revising the Wilsonville Code regarding the Wilsonville Town Center; and (3) a potential option to amend building height waiver language for development in Town Center in the Wilsonville Code .

At the conclusion of presenting an option to amend building height waiver language for development in Town Center, staff will seek Council feedback on the following questions:

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

### I. BACKGROUND

In May 2019, after a multi-year planning process, the City Council adopted [Ordinance No. 835](#), establishing a new Town Center Plan for the redevelopment of the Wilsonville Town Center (the "Town Center Plan"), as well as amendments to the City Comprehensive Plan Text and Map, the Development Code, and the City Zoning Map. The Town Center Plan planning process included over one hundred (100) public meetings and events for public input and sixteen (16) work sessions and informational sessions between the Planning Commission and City Council.

After the Council adopted the Town Center Plan, the City began work on the implementation items identified in the Town Center Plan. One such implementation action, item ED.7, called for the City's Urban Renewal Agency to conduct a feasibility study to determine how Urban Renewal can be implemented in the Wilsonville Town Center. See, Town Center Plan, p. 89. On November 21, 2022, the Council adopted [Resolution No. 3013](#), which adopted the Town Center Infrastructure Funding Plan (the "Funding Plan"). The Funding Plan identified a mid-term action (3-4 years) for establishing a new Town Center Urban Renewal Area. In 2024, the Council referred a ballot measure seeking an advisory vote from the Wilsonville electorate seeking approval to establish a new urban renewal district in the Wilsonville Town Center. The advisory vote failed to pass by 54 votes in May 2024. Since then, the City Council adopted its 2025-27 Council Goals. Goal 4 focuses on communications and engagement. The first outcome seeks to provide

information to the community to understand the Town Center Plan, Urban Renewal, and other funding sources for infrastructure to help inform future Council direction. To achieve this outcome, Strategy 4.2 states that, if there are specific areas of interest concerning the Town Center/Urban Renewal to review, to develop a strategy for the review with specific policy recommendations.

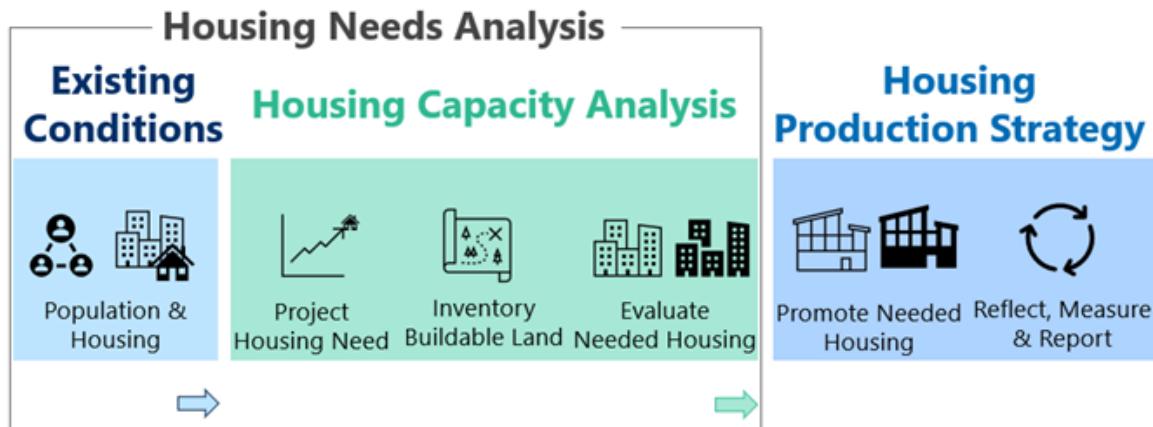
On December 1, 2025, the City Council heard a presentation from DHM Research, which conducted focus group research regarding the Town Center, and also from CFM Advocates regarding the outcomes from a community outreach through the City's website, *Let's Talk, Wilsonville!* Both efforts confirmed that community members want to see a vibrant and thriving Wilsonville Town Center. Respondents were most excited about local amenities, particularly increased local businesses and parks/recreational gathering spaces in the Town Center.

Some of the concerns that were raised included concerns about losing a "small-town feel" and the building height of future development in the Town Center. The feedback from these outreach efforts will help the City in forming and implementing the Council's communication goal, and also provides an opportunity for Council to consider modifications, to the extent allowed under applicable state laws and regulations, to certain Wilsonville Code provisions that may help address concerns regarding building height and the overall feel of the Wilsonville Town Center.

## **II. APPLICABLE STATE LAWS AND REGULATIONS**

When discussing concerns about the "feel" and size of future redevelopment in the Wilsonville Town Center, community members have also expressed concerns about housing in the Wilsonville Town Center. While the City Council does have authority to make certain revisions to the Wilsonville Code regulating development in the Wilsonville Town Center, Oregon housing development statutes and regulations limit local authority to reduce the ability to develop housing. This section summarizes the state laws and regulations that impact the City's ability to reduce housing development opportunities. To be clear, **new and updated state laws and regulations governing housing development significantly limit the city's ability to reduce existing housing opportunities** – the state has oversight over City housing production strategies and has authority to demand revisions to local housing strategies and to take enforcement action against local jurisdictions that limit housing opportunities.

Oregon Statewide Land Use Planning Goal 10: Housing requires cities to inventory "buildable lands" and ensure there is enough zoned land to accommodate their housing needs over the next 20 years. The state requires cities to conduct a housing needs analysis (HNA) every six years, and accompanying housing production strategy (HPS) within the year following adoption of the HNA, to demonstrate compliance with Goal 10. The HNA identified the housing needed to accommodate future population growth and identifies if there is enough zoned land for different types of housing need. The HPS identifies housing production strategies that support the development of needed housing types. Importantly, cities must examine housing need for different types of housing, such as single-family homes, middle housing, and multi-family housing.



Once a city adopts a housing production strategy, the Oregon Department of Land Conservation and Development (DLCD) reviews it to determine whether to approve the strategy or remand it back to the city for revision. ORS 197A.103(6).

The City's 2025-2045 Housing Needs and Capacity Analysis (HNCA) was adopted via [Ordinance No. 898](#) on June 16, 2025. The HNCA identified the need for 2,815 new dwelling units between 2025 and 2045, with approximately 35% of new housing during the 20-year period to be multifamily dwellings (5+ units). That percentage results in the need for 985 future dwelling units to be multifamily out of the total 2,815 housing units needed. See HNCA, p. 69. The HNCA allocates 485 of the City's 985 needed multifamily housing units in the Wilsonville Town Center. See HNCA, p. 71.

Concurrent with the adoption of the HNCA, the City adopted its Housing Production Strategy (HPS) on June 2, 2025 via [Resolution No. 3203](#). Building off of the HNCA, the HPS lists action items for mixed-use residential development in Town Center to achieve the needed multifamily housing. See HPS, p. 31; *see also* HPS Appendix D at p. 125. The City's HPS has been reviewed and approved, with conditions, by DLCD. The state also requires the City to provide periodic updates demonstrating progress under its HPS. If the City attempted to reduce or remove housing opportunities within the Wilsonville Town Center, it would be out of compliance with its state-approved HPS. DLCD has the authority to take several actions against the City for noncompliance, including requiring specific actions be taken by the City, withholding DLCD grant funding, and withholding state-share revenues to the City. The state can also institute an action against the City for legal or equitable remedies in state court. Metro could also take action against the City by withholding grant funding opportunities.

Due to the state's oversight of local housing production and its enforcement capabilities, reducing or eliminating existing housing production opportunities puts the City at risk of state enforcement action and withholding of funding.

### III. MODIFICATION TO BUILDING HEIGHT WAIVER LANGUAGE IN WILSONVILLE CODE

Staff reviewed the Wilsonville Code governing the Town Center Zone to determine whether any modifications are feasible to address some concerns expressed by community members without running afoul with state housing laws and regulations. In particular, staff offers an option for Council to consider modification to building height waiver language within the Wilsonville Code that allow increased building height in the Wilsonville Town Center.

Within the Town Center Zone development regulations in the Wilsonville Code ([WC 4.132](#)), Table 2 provides the Town Center Development Standards for each of the four (4) subdistricts within the Town Center Zone. Table 2 establishes building height minimum and maximums (based on the number of stories). During Planning Commission discussions on the Wilsonville Code provisions for Town Center, Commissioners discussed a desire to allow the option for one-story buildings that can serve as anchor tenants for other development within Town Center. That discussion led to the development of a waiver process to seek adjustments to building height minimums and maximums in two of the subdistricts (Commercial-Mixed Use and Mixed Use) in WC 4.132(.06)D. The relevant portion of the waiver language is provided below:

*D. Waivers to Development Standards.* Development standards apply to all new development within the Town Center boundary.

The Development Review Board (DRB) may approve waivers to the size of the ground floor of a building floorplate and/or the number of stories of a building within the MU and C-MU sub-districts, consistent with the provisions of [Section 4.118](#) (.03) if one item from each of the two following menus are met in a manner to clearly go substantially above and beyond Code requirements and typical building and site design to create a sense of place and mitigate negative impacts of the project related to the reason for the waiver. Items chosen from the menus shall account for need based on adjacent sites or the surrounding area ... .

Council could consider modifications to the waiver language to limit increased building heights in the Town Center. If Council is interested in doing so, staff recommends that Council adopt a resolution at a future Council meeting that: (1) outlines Council's desire to consider modification to the waiver language in WC 4.132(.06)D; (2) the proposed timeline for the process; and (3) the input process, particularly, whether Council is interested in the City forming a task force and whether Council seeks for certain groups of stakeholders to be represented on the task force.

Regarding the timeline, staff will need direction from Council whether it desires for this process to be completed within this calendar year. To do so, any revisions to Wilsonville Code language must be narrowly focused on the building height waiver provision and the City must undertake an ambitious timeline to meet all local and state regulatory requirements. If narrowly focused, and with a limited-duration task force appointed by the city manager, staff propose the following timeline to complete the work:

- March 2, 2026: Council consider a resolution outlining: (1) Council's desire to consider modification to the waiver language in WC 4.132(.06)D; (2) the proposed timeline for the process; and (3) the input process, particularly, considerations regarding a task force.
- Task Force commences week of March 30 through mid-April
- May 13, 2026: Planning Commission Work Session
- May 18, 2026: City Council Work Session
- June 10, 2026: Second Planning Commission Work Session
- June 15, 2026: Second City Council Work Session
- July 2026: Statutory notices to DLCD, Metro, and Property Owners
- August 12, 2026: Planning Commission Public Hearing
- September 10, 2026: City Council Public Hearing and First Reading
- September 21, 2026: City Council Second Reading
- October 21, 2026: Ordinance Effective

**EXPECTED RESULTS:**

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

**TIMELINE:**

If Council limits Wilsonville Code modifications to the waiver language outlined in this staff report, the ambitious timeline proposed above is achievable. If Council seeks further modifications, the timeline above is not feasible, and the process will likely require more public outreach and input.

**CURRENT YEAR BUDGET IMPACTS:**

N/A

**COMMUNITY INVOLVEMENT PROCESS:**

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

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

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

**ALTERNATIVES:**

Retain Wilsonville Code provisions as currently adopted.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

N/A



# CITY COUNCIL MEETING

## STAFF REPORT

<b>Meeting Date:</b> February 19, 2026		<b>Subject:</b> Town Center Communication Plan Project
<b>Staff Member:</b> Jeanna Troha, Assistant City Manager, Amanda Guile – Hinman, City Attorney		
<b>Department:</b> Administration/ Legal		
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>
<input 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 type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable
<b>Comments:</b> N/A		
<b>Staff Recommendation:</b> N/A		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities: 4.1 Hire consultant to develop and conduct education and outreach campaign on Town Center Plan, Urban Renewal, and other infrastructure funding sources.	<input checked="" type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

## ISSUE BEFORE COUNCIL:

Provide staff direction to advance City Council Goal 4.1.

**EXECUTIVE SUMMARY:**

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

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

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

City staff is seeking Council feedback on the proposed communication strategy. If the Council would like to advance the communications strategy, a final plan will be presented to the City Council for consideration at the March 2, 2026 City Council meeting.

**EXPECTED RESULTS:**

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

**TIMELINE:**

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

**CURRENT YEAR BUDGET IMPACTS:**

Potential budget impacts are expected to be available for City Council consideration in March.

**COMMUNITY INVOLVEMENT PROCESS:**

There was over two years of public outreach to develop the adopted 2019 Town Center Plan. The purpose of this work will be to actively educate the community about the Town Center Plan and urban renewal financing. This project will not reexamine the Town Center Plan.

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

Increase understanding of the Town Center Plan and urban renewal.

**ALTERNATIVES:**

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

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

N/A

Item 5.

**Board/Commission  
Appointments for February 2, 2026  
Council Meeting**

**Arts, Culture, and Heritage Commission – Appointment**

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

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

**Tourism Promotion Committee – Appointment**

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

**Motion:** I move to ratify the appointment of Justin Timm Resendiz to the Tourism Promotion Committee for a term beginning 2/2/2026 to 6/30/2028.



## CITY COUNCIL MEETING

### STAFF REPORT

<b>Meeting Date:</b> February 19, 2026	<b>Subject:</b> <b>Resolution No. 3234</b> A Resolution to Allocate Community Cultural Events and Programs Grant Funds for Fiscal Year 2025/2026.	
	<b>Staff Member:</b> Erika Valentine, Arts & Culture Program Coordinator	
	<b>Department:</b> Parks and Recreation	
<b>Action Required</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 checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
<b>Comments:</b> N/A		
<b>Staff Recommendation:</b> Staff recommend Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b> Community Cultural Events and Program Grant		
<input type="checkbox"/> City Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s) Arts, Culture, and Heritage Strategy	<input type="checkbox"/> Not Applicable

#### ISSUE BEFORE COUNCIL:

Consider funding the Community Cultural Events and Programs Grants for fiscal year (FY) 2025-26, as recommended by the Arts, Culture and Heritage Commission (ACHC).

## EXECUTIVE SUMMARY:

The intention of the Community Cultural Events and Program, referred to as the CCEP Grant, is to focus funding in support of arts, culture, and heritage programs. The CCEP Grant is intended to aid non-profit organizations to produce projects, programs, or events that promote arts, culture, history, and heritage as well as for festivals and special events for the benefit of the Wilsonville community. The grant program seeks to stimulate participation in local culture.

The grant criteria are purposely broad to be inclusive of different types of arts, culture, and heritage projects. Types of projects to be considered for funding include the following:

- A new project or event that would further arts, culture, history, or heritage for the benefit of the Wilsonville community.
- An annual Wilsonville event with the introduction of new or expanded attractions or partners that engage Wilsonville's artists, craft persons, and creatives.
- Media advertising, public relations, or marketing campaigns/projects in support of arts, culture, history, or heritage projects, or events.
- Program improvements that increase access to arts, culture, history, and heritage for special populations including newcomers to Wilsonville, low-income residents, ethnic minorities, and others that may not feel included in community life.

Community Cultural Events and Program Grant Application materials were posted on the City's website in summer 2025. Staff advertised the grant in the Boones Ferry Messenger, on City social media, with the Clackamas County Arts Alliance and Tualatin Valley Creates. Information was also sent directly to local Arts & Culture Non-Profit Organizations. Applications were due November 14, 2025.

The Arts, Culture & Heritage Commission met on January 21, 2026 to receive presentations from six applicants. After question and answer sessions and discussing the proposals, the Commission recommended the following funding allocations. The below project summaries are derived from the applicant's submitted materials.

### Charbonneau Arts Association – Increase Attendance and Sponsorships at Charbonneau Arts Association Events, (\$8,000)

- The requested funds to support their marketing efforts to focus on social media and less traditional marketing in order to increase attendance to their events, such as the Wilsonville Festival of the Arts at Charbonneau. The requested grant funding is for hiring a social media marketing consultant to help the organization expand beyond their regular channels. The consultant is also expected to train an ongoing group of volunteers to help and continue marketing moving forward. The goals for this funding are to increase attendance and thus increase proceeds that can be donated to the local fine arts and performing arts programs at local schools, continue building community ties with greater Wilsonville, expand donations and support of the arts in schools, and expand art sales at the festival.

**Korean War Veterans Association – Oregon Trail Chapter 72 – Korean Defense Service Monument (\$4,000)**

- The requested funds are to support their efforts in installing a new Korean Defense Service Monument to be located at the existing Oregon Korean War Memorial in Town Center Park, Wilsonville. The funding is said to go towards installation and public outreach efforts, including a formal dedication ceremony and educational materials. This new monument would honor all United States Military personnel who have served in Korea from July 28, 1954, to the present – recognizing those who made the ultimate sacrifice, as well as the many thousands who continue to help preserve peace along the Demilitarized Zone. A 5 1/2' by 2 1/2' by 8" granite monument, carved in Colonial Rose, featuring a bronze plaque inscribed: "Dedicated to all Korean Defense Service Veterans who served in defense of the Korean Peninsula and to all who paid the ultimate sacrifice." This design complements the existing memorial, which honors the 298 Oregonians lost during the Korean War, and extends its timeline to reflect decades of ongoing service.

**Oregon Old Time Fiddlers' Association (OOTFA) District 7 – Wilsonville Youth Fiddle Contest (\$2,500)**

- The requested funds are to support two annual youth fiddle contests in Wilsonville, which is in support of their organization's mission which is dedicated to preserving and promoting traditional American music played on the violin and other acoustic instruments. The organization carries its mission out through education, performances, and community jam sessions. This grant will enable OOTFA's District 7—representing Wilsonville and the broader northwest region—to bring two community fiddle contests to Wilsonville. Events will take place at an appropriate local venue, such as the Wilsonville Community Center, creating opportunities for residents to experience, learn about, and participate in a living part of Oregon's musical history. Their goal for this programming is to grow participation of both contestants and audience through more community outreach, performances and promotions.

**The Rotary Club of Wilsonville – Summer Concert Series (\$8,000)**

- The requested funds are to support Rotary's Summer Concert Series which is set to take place on the following Thursdays: July 16, July 23, July 30, and August 6. The concerts provide residents and visitors with an opportunity to gather as a community for a fun evening listening to great artists, enjoying a picnic, dancing, and more. The concert series continue to enhance Wilsonville's image as a family friendly community. The grant funding helps the organization work with a professional booking agency to curate the concerts that will appeal to diverse interests. Other expenses for pulling off the summer concert series includes: advertising, rental costs, sound technicians, equipment, and the booking of the actual bands. Rotary's goal is to entertain between 3,000 and 5,000 concert goers at the four concerts and attract visitors from other communities.

**Wilsonville Choral Arts Society – 'Equipped for Success' (\$1,000)**

- The organization is a community choral group that serves children and adults in their respective choirs within the greater Wilsonville Area. The requested funds would allow

them to enrich the local community of Wilsonville with the gift of song, friendship and civic engagement. The grant funding would support purchasing musical equipment for the Wilsonville Choral Arts Society which is needed in order to perform out in the community. The equipment needed includes a portable piano and keyboard case, a keyboard bench, a piano stand, and music stand which will make pop-up performances feasible. Their project goals are to increase community involvement by performing at more locations and events in Wilsonville. The equipment will also make them more flexible in their ability to consider spaces for rehearsals which help advance their program.

#### **Wilsonville STAGE– Providing Live Theatre for Wilsonville Oregon (\$1,500)**

- Performance venues within the City of Wilsonville for ongoing performances are hard to come by, and as a result, WilsonvilleSTAGE has had to utilize venue space outside of Wilsonville. However, they are dedicated to returning to Wilsonville and are in discussions for holding performances at the Wilsonville Library and the Meridian United Church of Christ which would both be matinee performances. Their goals are to bring live theatre back to Wilsonville in 2026. The funding request contributes to performance venue space rental costs, rehearsal venue rental costs, rights/licenses, transportation, marketing, etc.

#### **TIMELINE:**

For this FY 2025-26 grant cycle, projects that receive funding must be completed by September 1, 2027.

#### **CURRENT YEAR BUDGET IMPACTS:**

The Community Cultural Events and Program Grant is funded by the City's General Fund in the amount of \$25,000. The fiscal year 2025-26 budget allocated \$25,000 for Community Cultural Events and Programs (CCEP) grant funds.

#### **COMMUNITY INVOLVEMENT PROCESS:**

The Commission reviewed all grant applications at a public meeting on January 21, 2026.

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

The community will benefit from an increase of arts, culture and heritage programs and events, as well as additional opportunities for people to get involved with cultural arts. By providing funding support for local cultural arts non-profit organizations we strengthen arts in Wilsonville.

#### **ALTERNATIVES:**

N/A

#### **CITY MANAGER COMMENT:**

N/A

#### **ATTACHMENTS:**

1. Resolution No. 3234
2. Community Cultural Events and Program Grant Guidelines

**RESOLUTION NO. 3234****A RESOLUTION OF THE CITY OF WILSONVILLE TO ALLOCATE COMMUNITY CULTURAL EVENTS AND PROGRAMS GRANT FUNDS FOR FISCAL YEAR 2025/26.**

WHEREAS, in November 2022, the Wilsonville City Council approved the creation of the Community Cultural Events and Programs (CCEP) Grant via Resolution No. 3007; and

WHEREAS, the CCEP Grant funding is used to “aid Wilsonville non-profit organizations to produce projects, programs, or events that promote arts, culture, history, and heritage; and for festivals and special events for the benefit of the Wilsonville community;” and

WHEREAS, eligible projects can stimulate participation in local culture; and

WHEREAS, the Arts, Culture and Heritage Commission (“Commission”) is charged with reviewing CCEP grant applications and making a recommendation to the City Council to fund those programs that best align with the CCEP grant criteria; and

WHEREAS, the Arts, Culture, and Heritage Commission reviewed the applications to ensure that they comply with the goals and guidelines of the CCEP Grant, and made a recommendation to fund six organizations in FY 2025/26.

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

Section 1: The City allocates Community Cultural Events and Programs Grant Funds to the following for Fiscal Year 2025/26

- Charbonneau Arts Association – Increase Attendance and Sponsorships at Charbonneau Association Events (\$8,000)
- Korean War Veterans Association – Oregon Trail Chapter 72 – Korean Defense Service Monument (\$4,000)
- Oregon Old Time Fiddlers’ Association District 7 – Wilsonville Youth Fiddle Contest (\$2,500)
- The Rotary Club of Wilsonville – Summer Concert Series (\$8,000)
- Wilsonville Choral Arts Society – ‘Equipped for Success’ (\$1,000)
- Wilsonville STAGE – Providing Live Theatre for Wilsonville (\$1,500)

Section 2: This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19<sup>th</sup> day of February 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, City Recorder, MMC

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

### **Purpose**

The grant is intended to aid Wilsonville non-profit organizations to produce projects, programs, or events that promote arts, culture, history, and heritage; and for festivals and special events for the benefit of the Wilsonville community. The grant program seeks to stimulate participation in local culture.

### **Types of Projects to be Considered**

- A new project or event that would further arts, culture, history, or heritage for the benefit of the Wilsonville community.
- An annual Wilsonville event with the introduction of new or expanded attractions or partners that engages Wilsonville's artists, craft persons, and creatives.
- Media advertising, public relations, or marketing campaigns/projects in support of arts, culture, history, or heritage projects or events.
- Program improvements that increase access to arts, culture, history, and heritage for special populations including newcomers to Wilsonville, low-income residents, ethnic minorities, and others that may not feel included in community life.

### **Applicant Criteria**

- 1) Applicant must be a qualified tax exempt or non-profit organization.
- 2) Only one City grant per fiscal year (July – June) will be awarded to any one organization.
- 3) Project/event must take place within the Wilsonville city limits
- 4) An organization that is awarded a grant will only be considered for a grant in future funding cycles if the previously awarded grant project has been completed and complied with grant procedures, including filing a final financial statement and project evaluation.

### **Funding**

Funding for this grant program is \$25,000, which is disbursed to multiple organizations. The funds are made available from the City of Wilsonville general fund.

### **Process**

The online application for the City of Wilsonville Community Cultural Events and Programs Grant will be the primary way of communicating project funding intentions to the grant review committee. Be sure to include all important information you want the board to be aware of in this application.

- Applicants are strongly encouraged to attend the meeting of the City's Arts, Culture, and Heritage Commission to make a brief presentation. The presentation will be limited to a maximum of three minutes. The best use of this time is to emphasize the importance or impact of your project, service, or program, not to recap or review your written material.  
    \*\*See meeting date on website.
- Please be sure that your request satisfies the conditions of the grant and that you provide all the information requested. Incomplete applications will not be considered.

## **Evaluation Criteria**

The City of Wilsonville's Arts, Culture, and Heritage Commission will review applications and make funding recommendations to City Council according to the criteria and the intent of the grant program. Item 10.

### **Items to Address in Application**

- 1) The project must demonstrate a clear need for financial assistance. Factors such as all other available financial resources and the organization's total budget will be considered.
- 2) The project must demonstrate potential to further arts, culture, history, or heritage. Consideration will be given to the uniqueness and quality of your project.
- 3) Projects receiving grant funds must be completed within a year and a half from time of receiving funds.
- 4) The project must provide evidence of equal matching resources other than the grant.
  - Matched resources may be in the form of in-kind donations or cash.
  - Matching funds must be documented and must be committed prior to the distribution of grant funds.
- 5) Annual events must show continued access to additional supporting funds other than City resources.

### **Important Financial Information**

- 1) The total maximum amount to be granted is limited to \$25,000. Full funding is rare due to the number of applicants competing for the available funds.
- 2) If an organization is awarded and accepts funds less than their request, they will be expected to fulfill the project as presented in their application or notify the City of alterations of the goals of the project. If a project is cancelled for any reason, any grant funds must be returned to the City of Wilsonville.
- 3) Upon receipt of grant funds, the administering organization agrees to be bound to the commitments of their application. If it is determined that grant monies are used for any item not specified within the grant application, or in the timeline specified, the funds in question must be returned to the City of Wilsonville.
- 4) The organization receiving grant funds and the officers named in the application are jointly and severally responsible for the final financial report required with approved applications.
- 5) The final report must include financial income and expense statements related to the project and a copy of any publicity or printed materials that include the statement acknowledging the source of funds. List your achievements, and accurately verify attendance and/or people served.

If you have any questions, please contact:

Erika Valentine, Arts & Culture Program Coordinator – Parks and Recreation Department

(503) 570-1629

[EValentine@wilsonvilleoregon.gov](mailto:EValentine@wilsonvilleoregon.gov)



## CITY COUNCIL MEETING

### STAFF REPORT

<b>Meeting Date:</b> February 19, 2026	<b>Subject:</b> <b>Resolution No. 3235</b> A Resolution of the City of Wilsonville Adopting the Arts, Culture, and Heritage Commission (ACHC) FY 2025/26 Five-Year Action Plan and Annual One-Year Implementation Plan.
	<b>Staff Member:</b> Erika Valentine, Arts and Culture Program Coordinator
	<b>Department:</b> Parks and Recreation
<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 checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable <b>Comments:</b> Arts, Culture, and Heritage Commission recommended adoption of the plan on November 19, 2025.
<b>Staff Recommendation:</b> Staff recommend 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): Arts, Culture, and Heritage Strategy – Adopted 2020

#### ISSUE BEFORE COUNCIL:

Consider the proposed Arts, Culture, and Heritage Commission (ACHC) fiscal year (FY) 2025-26 Five-Year Action Plan and Annual One-Year Implementation Plan, as recommended by the ACHC.

## EXECUTIVE SUMMARY:

The ACHC FY 2025-26 Five-Year Action Plan and Annual One-Year Implementation Plan summarizes the work accomplished by the ACHC as well as provides a longer-range five-year plan. This includes components for FY 2025-26.

The work of the ACHC is largely guided by the recommendations and priorities within the City's Arts, Culture, and Heritage Strategy. Over the last year the ACHC significant achievements included:

- Review of grant applications and recommendation to City Council for disbursement of Community Cultural Events and Programs (CCEP) grant funds.
- Passed a resolution which updated the Heritage Tree Program nomination process, acknowledged previously designated heritage trees in the City, and approved a new Heritage Tree Nomination for the Holiday Leyland Cypress.
- Implemented the Public Art Project heARTs of Wilsonville: Many Cultures, One Heart which consisted of 10 painted fiberglass.
- Approved the Request for Qualifications (RFQ) and scope of the Boones Ferry Park Public Art Project 'Essence of the River' and determined the top three artists.
- Hosted a Multicultural Dance Celebration Event at McMenamin's Old Church.
- Selected the muralist Daren Todd for the 2025 Temporary Pride Month Mural

## BACKGROUND INFORMATION:

The ACHC's purpose is to provide ongoing input and advise to the City Council and other City boards, commissions and committees on matters relating to advancing arts, culture and heritage in Wilsonville. The ACHC also oversees the recommendations outlined in the Arts, Culture & Heritage Strategy (ACHS). The ACHS, a City Council 2019-2020 Goal, provided findings and recommendations for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. The City Council approved [Resolution No. 2857](#), adopting the ACHS in November 2020, which included many key findings and recommendations on how to achieve this. Within the ACHS, one recommendation states "City forms an Arts and Culture Commission and provides supporting staffing resource." A 2021-2023 Council Goal included: "5.3 5.3 Establish the Arts and Culture Board and fund." The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#). The ACHC began meeting in April 2022, and the City created a new staff position in November 2022 dedicated to arts and culture to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

FY 2025-26 is the third edition of the Arts, Culture, and Heritage Commission (ACHC) Five-Year Action Plan and Annual One-Year Implementation Plan. The purpose of the plan is to show prioritization and fulfillment of recommendations within the ACHS.

## EXPECTED RESULTS:

Approving Resolution No. 3174 will adopt the Arts, Culture, and Heritage Commission (ACHC) FY 2025-26 Five-Year Action Plan and Annual One-Year Implementation Plan.

**TIMELINE:**

The Plan will be updated and presented to City Council annually.

**CURRENT YEAR BUDGET IMPACTS:**

There are no current budget year implications specifically related to the adoption of this plan.

**COMMUNITY INVOLVEMENT PROCESS:**

Development of the Arts, Culture, and Heritage Strategy had considerable public engagement, which included the largest community task force in City history. Development of the strategy included interviews, meetings, and surveys with residents, artists, arts educations, stakeholders, etc.

The ACHC reviewed the Five-Year Action Plan and Annual One-Year Implementation Plan on November 19, 2025, and unanimously recommended it to the City Council for final approval.

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

Implementation of the City's Arts, Culture, and Heritage Strategy will result in supporting community aspirations for a vibrant cultural scene in Wilsonville. As stated in the Strategy: "Local culture—cumulatively composed of arts, cultural and heritage activities, places, and experiences—is the social adhesive that bonds us together as a community. Growing local culture builds the capacity of a community to come together to learn, celebrate, innovate, grieve, recover, plan, and move forward."

**ALTERNATIVES:**

The City Council could modify the Arts, Culture, and Heritage Commission (ACHC) FY 2025-26 Five-Year Action Plan and Annual One-Year Implementation Plan or choose not to adopt Resolution No. 3235.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3235
  - A. Arts, Culture, and Heritage Commission (ACHC) FY 2025/26 Five-Year Action Plan and Annual One-Year Implementation Plan

**RESOLUTION NO. 3235****A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE ARTS, CULTURE, AND HERITAGE COMMISSION (ACHC) FY 2025/26 FIVE-YEAR ACTION PLAN AND ANNUAL ONE-YEAR IMPLEMENTATION PLAN.**

WHEREAS, on November 16, 2020, the Wilsonville City Council (“Council”) approved Resolution No. 2857 which adopted the Arts, Culture, and Heritage Strategy (the “Strategy”); and

WHEREAS, the Strategy includes the recommendation that the “City forms an Arts and Culture Commission and provides support staffing resource,” and set forth a blueprint for implementing arts, culture and heritage in Wilsonville; and

WHEREAS, on December 20, 2021, the Council approved Resolution No. 2941 to create the Arts, Culture, and Heritage Commission that, among other duties, is to oversee the implementation of the Strategy and develop annually for Council approval long-term Five-Year Action Plan and annual One-Year Implementation Plan for prioritizing and fulfilling recommendations of the Strategy; and

WHEREAS, The ACHC voted unanimously on September 20, 2023, to recommend to the City Council adopted the first annual ACHC FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan.

WHEREAS, on November 6, 2023, the Council approved Resolution No. 3083 adopting the Arts, Culture, And Heritage Commission (ACHC) FY 2023/24 five-year action plan and annual one-year implementation plan; and

WHEREAS, on November 18, 2024, the Council approved Resolution No. 3174 adopting the Arts, Culture, And Heritage Commission (ACHC) FY 2024/25 five-year action plan and annual one-year implementation plan; and

WHEREAS, The ACHC voted unanimously on November 19, 2025, to recommend to the City Council to adopt the third annual ACHC FY 2025/26 Five-Year Action Plan and Annual One-Year Implementation Plan.

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

1. The City Council adopts the Arts, Culture, and Heritage Commission FY 2025/26 Five-Year Action Plan and Annual One-Year Implementation Plan, attached hereto as Exhibit A.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19<sup>th</sup> day of February 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, City Recorder, MMC

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

- A. Arts, Culture, and Heritage Commission FY 2025/26 Five-Year Action Plan and Annual One-Year Implementation Plan, November 19, 2025, with attachment



## **Arts, Culture, and Heritage Commission (ACHC)**

### **FY 2025/26 Five-Year Action Plan and**

### **Annual One-Year Implementation Plan**

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## A. Introduction

The City of Wilsonville's Arts, Culture, and Heritage Commission's (ACHC) purpose is to provide ongoing input and advise the City Council and other City Boards, commissions and committees on matters relating to advancing arts, culture and heritage in Wilsonville and oversee recommendations outlined in the Arts, Culture & Heritage Strategy (ACHS). The ACHS, a City Council 2019-20 Goal, provides findings and recommendations for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. The City Council approved [Resolution No. 2857](#), adopting the ACHS in November 2020, which included many key findings and recommendations on how to achieve this. Within the ACHS, one recommendation states "City forms an Arts and Culture Commission and provides supporting staffing resource." A 2021-23 Council Goal included: "5.3 Establish the Arts and Culture Board." The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#), which began meeting in April 2022, and hired an Arts and Culture staff person in November 2022 to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

The ACHC also oversees the Community Cultural Events and Programs Grant including the recommendation of disbursement of grant funds. The ACHC is also charged specifically to develop annually for City Council approved fiscal-year plans for a long-term Five-Year Action Plan and annual One-Year Implementation Plan for prioritizing and fulfilling recommendations of the ACHS.

## B. Arts, Culture, and Heritage Commission Members

Supported by the Parks and Recreation Department, the ACHC is composed of nine (9) voting members appointed by the Mayor with Council confirmation and four (4) non-voting ex-officio members who provide advice to the Commission, as stated in the Commission Bylaws established by Resolution No 2941.

**The FY 2024/2025 members included:**

- **David Altman**
- **Joan Carlson**
- **Nadine Elbitar**
- **Aaron Harris**
- **Jason Jones**
- **Sageera Oravil Abdulla Koya**
- **Benjamin Mefford**
- **Susan Schenk**
- **Deborah Zundel**

### The Current FY 2025/2026 members include:

- **David Altman**
- **Joan Carlson**
- **Creed Harmon**
- **Aaron Harris**
- **Jason Jones**
- **Douglas Parker**
- **Sageera Oravil Abdulla Koya**
- **Susan Schenk**

### Non-Voting Ex Officio members:

- **City of Wilsonville Parks and Recreation Department:** Parks and Recreation Director
- **City of Wilsonville Administration,** Zoe Mombert, Assistant to the City Manager
- **Wilsonville Public Library,** Shasta Sasser, Library Director

### Staff Liaison:

- **City of Wilsonville Parks and Recreation Department,** Erika Valentine, Arts and Culture Program Coordinator

## C. Mission & Vision

In FY 2022/23 the ACHC established a mission and vision statement to provide clarity and direction on their work. The mission is as follows:

*To enhance the Wilsonville community by supporting, advocating and advising on matters relating to advancing arts, culture & heritage. We strongly believe residents' lives are enriched and enhanced through a thriving arts and culture environment.*

The Vision is as follows:

*Lives will be enriched and enhanced through a thriving arts and culture environment in Wilsonville.*

*Our vision for Wilsonville is one that:*

- *Supports all creatives*
- *Fosters a sense of inclusivity for all cultures*
- *Has a vibrant cultural identity*
- *Celebrates local history and heritage*
- *Is recognized for accessible community cultural facilities, parks, and other spaces to host a variety of creative forms and activities*

- *Has a robust Public Art program*

## D. Commission Meetings

The Commission met eight times in FY 2024/25, exceeding the minimum required four meetings per fiscal year pursuant to Resolution No. 2941.

## E. Charge of ACHC

- Make recommendations to City Council and staff on cultural arts programs, activities, services, policies, etc.
- Support and build awareness of cultural arts programs in Wilsonville and work with other agencies and organizations involved in cultural arts programs to build partnerships
- Receive and evaluate input from the community, including input from other individuals and organizations on relevant cultural arts topics and programming
- Advise the City on future Public Art program plans and serve as the City's review body for public art projects as they move through the approval process
- Serve as a resource to the City on a wide range of visual and performing arts mediums and topics
- Advise the City on facility needs and design regarding to Arts
- Provide feedback to staff on the assessment of current and future needs of the cultural arts community
- Increase opportunities for artists/creatives

## F. Advancing Arts, Culture, and Heritage Strategy (ACHS)

The commission is charged with moving the ACHS forward.

The Commission makes recommendations to the City Council and other City boards, commissions and committees as is appropriate to:

Objective	
A	Provide leadership and coordination to support arts, culture and heritage activities, events, facilities and programs
B	Improve inter-governmental collaboration and coordination to advance arts, culture, and heritage
C	Work with partners to advance an arts and cultural center/facility
D	Develop a long-term, sustainable public art program
E	Suggest ways to make cultural diversity, ethnic inclusivity and accessibility for all community members a priority for cultural programs
F	Provide strategic assistance to Wilsonville cultural nonprofits in order to build organizational capacity
G	Identify and recommend sustainable funding mechanisms to support cultural activities, events and programs
H	Make recommendations concerning the goals and objectives, and the selection and disbursement of funds of the Community Cultural Events and Programs Grant

## **G. Past Year's Accomplishments, FY 2024/25**

The ACHC had a successful year, advancing key objectives and moving the City's Arts, Culture, and Heritage Strategy Recommendations forward such as advancing Public Art projects and cultural programs.

The following is an accounting of accomplishments achieved in 2024/25:

- Recruit to fill all voting positions for the ACHC**

Four (4) Members of the ACHC have been members since its inception in 2022. The remaining 5 members started between 2023 – 2025.

- Elect chair/vice-chair leadership positions.**

Jason Jones was elected as Chair and Sageera Oravil Abdulla Koya was elected as Vice Chair during the August 2025 meeting.

- Commission continues to oversee the Community Cultural Events and Programs (CCEP) Grant and made fund distribution recommendations to Council**

The ACHC received and reviewed three (3) applications from the following nonprofits: Charbonneau Arts Association (Wilsonville Music Festival), Wilsonville Rotary Foundation (Rotary Summer Concerts), Wilsonville STAGE (Pop Up Performances).

- The ACHC received a presentation from Planning staff about the City's Heritage Tree Program and then subsequently passed Resolution No. 1, which updated the Heritage Tree Program Nomination process, acknowledged previously designated heritage trees in the City, and approved a new Heritage Tree Nomination for the Holiday Leyland Cypress.**

- The heARTs of Wilsonville: Many Cultures, One Heart Public Art Project got implemented.**

This project consisted of 10 large fiberglass hearts sculptures that were painted by different local artists and placed around the City. The ACHC was the selection panel for this project and reviewed the Call for Art Application and solidified the theme "Many Cultures, One Heart." Following the artist solicitation period, the ACHC reviewed and scored 29 unique designs from 20 different artists, to ultimately award the 10 hearts to 10 different artists, including one heart led by WHS Art teacher Angennette Escobar in conjunction with her students. An opening reception took place at the Stein Boozier Barn to view all 10 hearts prior to getting installed at City facilities and parks. This project was extremely popular amongst the community and received a lot of positive praise.

This project was funded by the Metro Community Enhancement Grant Program.

- The ACHC had a joint meeting with the City's Diversity, Equity, and Inclusion (DEI) Committee to discuss shared goals and possible collaborations.**

- The ACHC approved the Boones Ferry Park Public Art Request for Qualifications (RFQ) 'Essence of the River' Project.**

The ACHC approved the RFQ for this project which is being funded by Public Art CIP # 9183. The RFQ included important site information, Boones Ferry Park Master Plan information, historical information, scope/goals of project, budget, theme, and three potential location zones.

- **The ACHC determined the top three artists/artist teams who responded to the Boones Ferry Park Public Art Request for Qualifications.**

Over one hundred and fifty artists responded to this RFQ. First, a selection panel consisting of two ACHC members and two Parks and Recreation Advisory Board Members scored and reviewed all applications and then met to discuss. Through that meeting, they recommended the top ten artists to the full ACHC.

The ACHC scored and reviewed the top ten artists/applications. They determined a top three to advance to a Request for Proposals design phase which involved each of the three artists/artist teams coming up with their unique design proposal.

- **The ACHC planned and hosted a Multicultural Dance Celebration Event at McMenamin's Old Church.**

The event took place at McMenamin's Old Church. The Performing Dance Groups included: Eien Hunter-Ishikawa, Shishimai (performing traditional Japanese dances), Jayanthi Raman Dance Company (performing classical Indian Dance), and Huizilopotchtli Danza Azteca (performing Indigenous Dances). The event was emceed by ACHC Member Aaron Harris. There were free appetizers available and drinks available for purchase. Estimated attendance was approximately one hundred people.

- **The ACHC was the selection panel to review three artist options to complete the 2025 Temporary Pride Month Mural.**

The ACHC reviewed three artists and their work samples for the Pride Mural. They advanced two artists to create unique designs.

- **The ACHC awarded the 2025 Temporary Pride Month Mural to Artist Daren Todd.**

This project was a successful collaboration between ACHC and the DEI Committee. The Mural design featured different monochromatic panels in rainbow colors, inspired by the Progress Pride Flag. The mural was up for the month of June on the side of the Parks & Recreation Administration Building.

- **The City Hall Art Gallery Held exhibits from four talented local artists as part of the Clackamas County Arts Alliance's Artist Exhibit Program.**

## **H. Five-Year Action Plan ACHC: FY 2025/26 – 2029/30**

The longer-range five-year plan recommended by the Commission focuses on objectives derived from the ACHS.

While the Commission recognizes that adjustments are to be made to the longer-range plan via annual ‘course corrections’—the five-year plan is outlined below in fiscal years, July 1 of one year to June 30 of the following year.

Annually, the ACHC will make recommendations on the distribution of the CCEP Funds.

**Year 1  
FY 2025/26**

- Conduct Commission Business

- Leadership, Meetings: Continue recruitment efforts to fill all voting positions for the ACHC. Elect committee chair/vice-chair leadership positions annually.
- Community Cultural Events and Programs Grant (CCEP): Commission continues to oversee the CCEP Grant and make funding recommendations to Council.
- Award the Boones Ferry Park Public Art Project.
- Complete the heARTs of Wilsonville: Many Cultures, One Heart Public Art Project and finalize the silent auction.
- Award a Pride Month Mural Artist and support Pride Event.
- Approve the Wilsonville Public Library Children's Section Mural Project Artist and Mural Design.
- Develop and advance a Utility Box Public Art Project forward, through potential funding from the Metro Community Enhancement Grant Program.
- Increase arts classes/workshops and arts components of existing special events.
- Explore possibility of planning future arts and culture events and performances.
- Attend a Joint-Collaborative Meeting with the DEI Committee.
- Begin an assessment of the current Public Art Collection.
- Collaborate and strategize on coordination with the Library, School District, other arts organizations, etc.

**Year 2  
FY 2026/27**

- Complete temporary and permanent Public Art projects and art installations.
- Investigate funding structures and options for advancement of Public Art and Arts programs such as a percent for art ordinance.
- Review and recommend funding of Community Cultural Events and Programs Grant.
- Increase awareness of arts, culture and heritage programs through marketing – improve and develop ACHC/Arts website to support local artists, nonprofits, provide education, etc.
- Explore feasibility of a mural policy / mural program, with possible private/public partnerships.
- Collaborate and strategize on coordination with the Library, School District, other arts organizations, etc.
- Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.
- Continuation of assessment of current Public Art Collection.

**Year 3  
FY 2027/28**

- Complete temporary and permanent Public Art projects and installations
- Investigate funding structures and options for advancement of Public Art and Arts programs

	<ul style="list-style-type: none"><li>• Review and recommend funding of Community Cultural Events and Programs Grant</li><li>• Identify partners, assess needs and assess existing cultural arts related facilities and assets as they relate to an arts and cultural center/facility</li><li>• Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.</li></ul>
<b>Year 4 2028/29</b>	<ul style="list-style-type: none"><li>• Complete temporary and permanent Public Art projects and installations</li><li>• Investigate funding structures and options for advancement of Public Art and Arts programs</li><li>• Review and recommend funding of Community Cultural Events and Programs Grant</li><li>• Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.</li></ul>
<b>Year 5 2029/30</b>	<ul style="list-style-type: none"><li>• Complete temporary and permanent Public Art projects</li><li>• Investigate funding structures and options for advancement of Public Art and Arts programs</li><li>• Review and recommend funding of Community Cultural Events and Programs Grant</li><li>• Investigation of feasibility of an arts and cultural center facility</li><li>• Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.</li></ul>

## I. Annual One-Year Implementation Plan: FY 25/26 July 2025 – June 2026

Next fiscal year's work plan is segmented into four main sections:

- 1. Conduct ACHC Business:** The committee executes all Council-mandated activities, including:
  - **Leadership:** Elect a chair and vice chair at the first meeting of the new fiscal year.
  - **Meetings:** Hold at least four meetings with quorum attendance during the fiscal year.
  - **Plans:** Work with staff to draft for City Council adoption of an updated version of the Five-Year Action Plan and Annual One-Year Implementation Plan.
- 2. Public Art:** The ACHC will work with staff and other stakeholders to advance public art projects while following the City's Public Art Policy and Guidelines, adopted by Council. Projects include Murals at the Wilsonville Library and a larger scale project at Boones Ferry Park. The ACHC will also complete the heARTs of Wilsonville, Many Cultures, One Heart Project and explore a Utility Box Public Art Project. The ACHC will continue to assess the existing public art collection, determine goals of future projects, establish future sites of public art, etc.
- 3. Public Awareness:** Cultivating increased local residents' knowledge and interest in learning about local arts, culture and heritage, as well as increased opportunities to engage with arts, culture and heritage. This will be achieved by increased marketing efforts and additions of

arts, culture and heritage programs and classes, such as speaker/performance events and additional arts-themed workshops. The ACHC will also continue to collaborate with the DEI Committee on relevant projects and programs such as the Pride Month Mural and other cultural programming.

4. ***Community Cultural Events and Programs Grant:*** Review and recommend funding of the grant program.

DRAFT



## CITY COUNCIL MEETING

### STAFF REPORT

<b>Meeting Date:</b> February 19, 2026	<b>Subject:</b> <b>Resolution No. 3238</b> Authorizing the City Manager to Execute a Construction Contract with KNL Industries, Inc. for the 2026 Street Maintenance Project (Capital Improvement Project No. 4014)  <b>Staff Member:</b> Marissa Rauthause, PE, 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"/> Approval
<input type="checkbox"/> Public Hearing Date:	<input type="checkbox"/> Denial
<input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:	<input type="checkbox"/> None Forwarded
<input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Resolution	<b>Comments:</b> N/A
<input type="checkbox"/> Information or Direction	
<input type="checkbox"/> Information Only	
<input type="checkbox"/> Council Direction	
<input checked="" type="checkbox"/> Consent Agenda	
<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:

A City of Wilsonville resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract with KNL Industries, Inc. in the amount of \$980,810 for the construction of 2026 Street Maintenance Projects (Capital Improvement Project 4014).

**EXECUTIVE SUMMARY:**

The 2026 Street Maintenance Project will rehabilitate two sections of roadway, including Parkway Court, Parkway Avenue from Town Center Loop to Thunderbird Drive, and Grahams Ferry Road from Cahalin Road to north of Day Road. Contained within this work are upgrading four (4) pedestrian curb ramps to meet accessibility standards, repairing roadway base material, repaving roadway surfaces, and new striping. A map of the work zones is provided as **Attachment 1**.

The City received nine (9) bids by the January 27, 2026, 2:00 pm deadline (**Attachment 2**), of which KNL Industries, Inc. submitted the lowest responsive and responsible bid of \$980,810.

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the driving surface on approximately 0.35 miles of city roadways and upgrade sidewalk curb ramps and improve pedestrian accessibility on Grahams Ferry Road.

**TIMELINE:**

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

**CURRENT YEAR BUDGET IMPACTS:**

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

CIP No.	Project Name	Funding Source	Adopted FY 25/26 Budget	Contract Amount
4014	Annual Street Maintenance	Road Maintenance Fee	\$3,081,080	\$980,810

The 2026 Street Maintenance Project construction contract of \$980,810 is within the total Street Maintenance budget amount. The Project is included in the City's five-year capital improvement plan and will carry into subsequent fiscal years.

**COMMUNITY INVOLVEMENT PROCESS:**

This project is contained within the City's 5-Year Capital Improvement Plan (CIP), the FY 25-26 Adopted Budget and the Proposed FY 26-27 Budget and as such, has been through both Budget Committee and Council Actions; processes that provide an opportunity for public conversation.

Staff have been coordinating with the Coffee Creek Correctional Facility during project design work regarding anticipated impacts during construction. Coordination with surrounding property owners, residents, businesses, and roadway users will continue through construction. In addition, a project website is being created to communicate project related impacts and updates.

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

This year's Street Maintenance project will improve safety for pedestrian, cyclist and vehicular traffic along the areas depicted in **Attachment 1**. The project will also improve the City's overall pavement condition index and extend the roadway serviceable life by replacing the surfaces of badly worn roadways.

Street maintenance work on Graham's Ferry Road will occur during evening hours to minimize impacts to nearby businesses and the travelling public.

**ALTERNATIVES:**

City staff considered a number of alternatives to rehabilitate the pavement surfaces. The design team selected reconstruction of the roadways due to the condition of the current pavement, resulting in the longest extension of serviceable life at the most economical cost.

Council could direct staff to modify the construction scope of work and renegotiate the fee with KNL Industries Inc. or elect to reject all bids and cancel the project outright. Either alternative is not recommended as it will delay needed improvements to Parkway Court, Parkway Avenue, and Grahams Ferry Road.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Project Location Map
2. Bid Summary
3. Resolution No. 3238
  - A. 2026 Street Maintenance Construction Contract

RESOLUTION NO. 3238  
ATTACHMENT 1

Item 12.



# RESOLUTION NO. 3238

## ATTACHMENT 2

Item 12.



Project Name: 2026 Street Maintenance

CIP #: 4014

File #:

Bid Opening Date & Time: Tuesday, January 27, 2026 @ 2:00 PM

Engineer's Estimate: \$2.4M-2.6M

## BID SUMMARY

Order Opened	Bidder Name	Envelope Marked (Y/N)	Bid Complete (Y/N)	ODOT ACP (Y/N)	ODOT MHA (Y/N)	ODOT PAVE (Y/N)	Status Form (Y/N)	NCA (Y/N)	Addendum 1 (Y/N)	Proposal Signed	Bid Security		First Tier Disclosure (Y/N)	Bid Amount	Apparent Bid Rank
											Amount	Type			
1	Brix Paving NW	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,232,547.52	2
2	Civil West Construction	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,293,118.84	4
3	Emery & Sons	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,299,745.00	5
4	Kerr Contractors	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,956,495.00	9
5	Knife River	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,264,605.00	3
6	KNL Industries	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 980,810.00	1
7	Kodiak Pacific	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,627,425.00	8
8	Pacific Excavation	Yes	Yes	Y	Y	Y	Y	Y	Yes	Yes	\$ 160,000.00	Bond	Yes	\$ 1,551,000.00	7
9	S-2 Contractors	Yes	Yes	Y	Y	N	Y	Y	Yes	Yes	10%	Bond	Yes	\$ 1,369,464.00	6

## RESOLUTION NO. 3238

### **A RESOLUTION OF THE CITY OF WILSONVILLE TO AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH KNL INDUSTRIES, INC. FOR THE 2026 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014).**

WHEREAS, the City of Wilsonville has planned, designed, and budgeted for the completion of Capital Improvement Project #4014, known as the 2026 Street Maintenance 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, nine (9) bids were received and opened on January 27, 2026, and KNL Industries, Inc. submitted a bid of \$980,810 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

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

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with KNL Industries, Inc. for a stated value of \$980,810, 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 19<sup>th</sup> day of February, 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. 2026 Street Maintenance Project Construction Contract

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the 2026 Street Maintenance 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 **KNL Industries, Inc.**, a Nevada 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 2026 Street Maintenance Project, dated January 5, 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 may be 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 paving, curb ramp replacement, and related services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## Section 3. Term

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

## Section 4. Contractor’s Work

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

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

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

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

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed **Nine Hundred Eighty Thousand Eight Hundred Ten Dollars (\$980,810.00)** for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

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

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

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

5.5. Contractor's Contract Sum is all-inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT) and 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 July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

## Section 7. Filing of Certified Statement

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

## Section 8. Reports to Department of Revenue

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

## Section 9. City's Rights and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

## Section 17. Environmental Laws

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

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

### FEDERAL AGENCIES:

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

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

### STATE AGENCIES:

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

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

### LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

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

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

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

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

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

## Section 18. Indemnity

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

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

## Section 19. Insurance

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

19.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum

amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

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

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

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

19.1.6. Additional Insured and Termination Endorsements. The City and the Oregon Department of Corrections, its officers, employees, and agents will be named as additional insureds with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Automobile Liability, Pollution

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.

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

19.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile 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) 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, 17.5, 18, 20, 21, 22.2, 25, 27, 28, 29, 30, and 31** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 22**.

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

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

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

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roads are ready to use, with only minor Punch List items remaining that do not significantly impact road use. Unless otherwise agreed to, in writing, by both parties, the Punch List items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all Punch List items have been completed. Final payment will occur upon completion of all Punch List items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before August 25, 2026 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 25.3 and 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of **Four Hundred Thirty-One Dollars and Thirty-Nine Cents (\$431.39)** [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of September 25, 2026, or any written extension thereof granted by the City, Contractor shall pay the City **Eight Hundred Sixty-Two Dollars and Seventy-Nine Cents (\$862.79)** [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

## Section 26. Contract Modification; Change Orders

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

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

## **Section 27. Dispute Resolution**

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

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

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

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

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

## **Section 30. Notices**

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

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

To Contractor: KNL Industries, Inc.  
Attn: Keith Callaway  
10672 S Macksburg Rd.

Mailing: PO Box 508  
Canby, OR 97013

### **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:**

KNL INDUSTRIES, INC.

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

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

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

**APPROVED AS TO FORM:**

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

Name: \_\_\_\_\_  
City of Wilsonville Legal Counsel



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 19, 2026	<b>Subject:</b> <b>Resolution No. 3241</b> Approve a Professional Services Agreement with CFM Strategic Communications, Inc. for contracted Government Relations and Lobbying services  <b>Staff Member:</b> Everett Wild, Government Relations Manager  <b>Department:</b> Administration
<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 recommend that City 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:

To approve or deny the contract for Government Relations and Lobbying services to supplement those services provided by staff.

**EXECUTIVE SUMMARY:**

Wilsonville maintains a strong government relations presence at the regional, state, and federal levels. The City has had a contracted lobbyist for nearly 30 years.

The contract lobbyist provides strategic counsel, advises on the development of the annual legislative agenda, monitors and engages on proposed legislative changes that affect Wilsonville, provides analysis of proposed legislation and budget forecasts, identifies and helps the city pursue funding opportunities, plans and facilitates the French Prairie Forum meetings, and provides other state legislative assistance under the direction of the City Manager and the Government Relations Manager.

In accordance with Oregon procurement rules, the City issued a competitive Request for Proposals (RFP). The RFP opened on November 10, 2025 and closed on December 12, 2025. The opportunity was advertised on the City website, the League of Oregon Cities website, and in the Daily Journal of Commerce. The City received two (2) responses; both were deemed qualified and scored based on the criteria outlined within the RFP by a panel of three (3) city staff members and one (1) external public sector government relations expert. Additionally, the City conducted interviews with both applicants.

CFM Strategic Communications, Inc. received the highest average scores. They represent a number of municipal clients in the Portland metro area, including neighboring cities such as Sherwood and Tigard. CFM plans to use Wilsonville's longtime consultant, The Leo Co., as a subcontractor for institutional knowledge and continuity, as well as to continue managing the French Prairie Forum.

**EXPECTED RESULTS:**

This contract will provide the City with additional expertise, flexibility, and capacity to engage with the State Legislature on matters that affect the City, residents, and businesses.

**TIMELINE:**

Contract begins April 1, 2026, and expires June 30, 2028. The contract contains two optional two-year extensions at the discretion of the City.

**CURRENT YEAR BUDGET IMPACTS:**

The City has a contract with The Leo Co. through March 31, 2026. The contract with CFM Strategic Communications, Inc. would begin on April 1, 2026, at the same monthly retainer rate as The Leo Co. through the end of the current Fiscal Year.

**COMMUNITY INVOLVEMENT PROCESS:**

This contract was publicly advertised in accordance with applicable Oregon Revised Statutes Oregon Administrative Rules, and Wilsonville Code 2.308 *et seq.*

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

Potential benefits include making changes to State law for the benefit of Wilsonville, changing or stopping legislation that would harm Wilsonville, and securing discretionary funds toward Wilsonville priority projects.

**ALTERNATIVES:**

- 1) Council could choose to decline the contract with CFM Strategic Communications, Inc. and direct staff to re-issue the Request for Proposals.
- 2) Council could choose to decline the contract with CFM Strategic Communications, Inc. and eliminate having a contracted lobbyist, relying solely on the Government Relations Manager.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3241
  - A. Professional Services Agreement with CFM Strategic Communications, Inc., Contract No. 26438-0

## RESOLUTION NO. 3241

### A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CFM STRATEGIC COMMUNICATIONS, INC. FOR CONTRACTED GOVERNMENT RELATIONS AND LOBBYING SERVICES.

WHEREAS, Wilsonville maintains a strong government relations presence at the regional, state, and federal levels; and

WHEREAS, the City has had a contracted lobbyist for nearly 30 years; and

WHEREAS, a contract lobbyist provides a number of specialized services that support Wilsonville's overall government relations objectives; and

WHEREAS, public contracts for professional services must comply with Oregon Public Contracting Laws and Regulations and Wilsonville Code 2.308 *et seq.*; and

WHEREAS, the City of Wilsonville conducted a competitive process in accordance with the aforementioned rules; and

WHEREAS, an invitation to bid for the Government Relations and Lobbying Services Request for Proposals was advertised on the City website, the League of Oregon Cities website, and in the Daily Journal of Commerce on November 10, 2025; and

WHEREAS, two proposals were received on or before the deadline of December 12, 2025; and

WHEREAS, both proposals were determined to be responsive and submitted by qualified proposers under the requirements established in the Request for Proposals; and

WHEREAS, a selection committee consisting of three Wilsonville staff members and one external public sector government relations expert independently evaluated and scored both proposals; and

WHEREAS, the selection committee conducted interviews with both proposers; and

WHEREAS, it is in the public interest to maintain contracted government relations and lobbying services; and

WHEREAS, the City's Fiscal Year 2025-2026 budget includes funding already appropriated for such services; and

WHEREAS, CFM Strategic Communications, Inc. is qualified and capable of performing the services as required in the Request for Proposals and outlined in the Scope of Work set forth in Contract No. 26438-0:

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

- Section 1. The findings above are incorporated by prior reference herein.
- Section 2. In accordance with the provisions of Oregon Revised Statutes Chapter 279 (Public Bids and Contracting) and Wilsonville Municipal Code 2.3.14, and following the guidance of the Oregon Attorney General's Model Rules which the City has adopted as its contracting rules, the City Council hereby awards the contract for Contracted Government Relations and Lobbying Services as outlined in Contract No. 26438-0 and to CFM Strategic Communications, Inc. in an amount not to exceed \$188,114.
- Section 3. The Government Relations Manager and City Manager are authorized to approve extra services to this contract as required provided, however, the total cost does not exceed the approved budget for Contracted Government Relations and Lobbying Services.
- Section 4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19<sup>th</sup> day of February, 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. Contract No. 26438-0, Professional Services Agreement for Contracted Government Relations and Lobbying Services

## **CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Government Relations and Lobbying Services 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 **CFM Strategic Communications, Inc.**, doing business as **CFM Advocates** (hereinafter referred to as “Consultant”).

### **RECITALS**

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

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

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

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

### **AGREEMENT**

#### **Section 1. Scope of Work**

Consultant shall diligently perform the government relations and lobbying services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”). The existence of this Agreement between the City and Consultant shall not be construed as the City’s promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

#### **Section 2. Term**

The term of this Agreement shall be from the Effective Date until June 30, 2028, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Thereafter, the City will have the option to renew this Contract for up to two (2) additional two (2) year periods, by written amendment to this Contract.

#### **Section 3. Confidentiality**

Consultant shall maintain the confidentiality of any information to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant’s employees or agents assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. No information, news, or press releases related to the Services, 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. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a cost plus fixed price basis, guaranteed not to exceed **One Hundred Eighty-Eight Thousand One Hundred Fourteen Dollars (\$188,114)**, for performance of the Services ("Compensation Amount"). The City will submit a monthly retainer of **Six Thousand Thirty-Eight Dollars (\$6,038)** from April 1, 2026 through June 30, 2026. Thereafter, the City will submit a monthly retainer of **Seven Thousand Dollars (\$7,000)** from July 1, 2026 through June 30, 2028. In addition, the City will provide mileage reimbursement in an amount not to exceed **One Thousand Dollars (\$1,000)** per year. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 16**.

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

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

#### **Section 5. City's Rights and Responsibilities**

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 13**.

## **Section 6. City's Project Manager**

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

## **Section 7. Consultant's Project Manager**

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

## **Section 8. Subcontractors and Assignments**

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

8.2. The City hereby agrees that Consultant will contract with The Leo Company ("Subcontractor") to provide its French Prairie Forum management and limited government relations consulting, as approved by Contractor and the City, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract between Consultant and Subcontractor and no privity of contract exists between the City and Subcontractor. Processing and payment of billings from Subcontractor is solely the responsibility of Contractor. No other subcontractors are authorized by the City for this Project.

## **Section 9. Consultant Is Independent Contractor**

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

## **Section 10. Consultant Responsibilities**

10.1. Consultant and Subcontractor must be registered with the Oregon Government Ethics Commission (OGEC) to conduct lobbying with legislators and public officials, or be registered within thirty (30) days of the execution of this Agreement. Consultant and Subcontractor

must be, and must remain during the term of this Agreement, in good standing concerning standards of conduct and the filing of periodic expenditure and other required reports, and must have no outstanding penalties from OGEC.

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

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

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

## Section 11. Indemnity

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

violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

## Section 12. Insurance

12.1. **Insurance Requirements.** Consultant and Subcontractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

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

12.1.2. **Professional Errors and Omissions Coverage.** Consultant and Subcontractor agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Consultant and Subcontractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant or Subcontractor. Such policy shall have a retroactive date effective before the commencement of any work by Consultant or

Subcontractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

12.1.3. Business Automobile Liability Insurance. If Consultant or Subcontractor will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and Subcontractor 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).**

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

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

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Automobile Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by Subcontractor.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured

Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

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

### **Section 13. Early Termination; Default**

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

13.1.1. By mutual written consent of the parties;

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

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

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

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

## Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3, 10.3, 11, 13.2, 17, 18, and 19** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 13**. Consultant shall surrender to the City items of work or portions thereof, for which Consultant has received payment or the City has made payment.

## Section 15. Suspension of Services

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

## Section 16. Modification/Addendum

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

## Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit,

examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

## Section 18. Notices

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

To City:	City of Wilsonville Attn: Everett Wild, Government Relations Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
To Consultant:	CFM Strategic Communications, Inc., dba CFM Advocates Attn: Dale Penn II 10260 SW Greenburg Road, Suite 400 Portland, OR 97223

## Section 19. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

19.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The

obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

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

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

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

*[Signatures on following page]*

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

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

**CONSULTANT:**

**CFM Strategic Communications, Inc.,  
dba CFM Advocates**

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

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

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

**CITY:**

**City of Wilsonville**

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

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

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

**APPROVED AS TO FORM:**

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

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

**City of Wilsonville Legal Counsel**

## EXHIBIT A

### SCOPE OF WORK

Under this Scope of Services, CFM Advocates will:

#### Strategic Counsel

- Provide expert public and government affairs counsel and strategic advice to advance the interests of the City of Wilsonville as established by the City Council.
- Monitor changes in state, regional, and local government policies that influence the policies and interests of the City of Wilsonville and advise on action to be taken.
- Advise on the development of the City of Wilsonville annual legislative agenda and supporting materials, suggest strategies for implementation of City priorities.
- Assist City staff in drafting, reviewing, amending, supporting, and opposing proposed legislation.
- Provide “as requested” assistance to the Government Relations Manager to attend meetings and coordinate with various officials and groups in support of the City’s legislative agenda and public affairs program.

#### Lobbying

- Establish, strengthen, and maintain positive working relationships with state legislators, staff, and agencies; state advisory boards/commissions; Portland metro-area mayors and city councilors; chambers of commerce and similar civic organizations; other lobbyists; and other key government, non-profit, and private sector stakeholders.
- Alongside the Government Relations Manager, secure sponsors and advocate for City of Wilsonville legislative priorities with the Oregon State Legislature, State of Oregon State Agencies, Metro, and other local governments and government associations.
- Review State of Oregon revenue forecasts and proposed and adopted budgets and provide expert revenue and fiscal analysis.
- Coordinate and strategize preparation of City of Wilsonville written and verbal testimony at legislative hearings, including drafting letters and talking points if requested.
- Attend, remotely or in person, work groups, coalition meetings, and legislative sessions and hearings to monitor evolving legislation and inform the Government Relations Manager of actions, opinions, trends, and proposals that may affect the City.
- Attend regional and League of Oregon Cities lobby coordination meetings and represent the City at League of Oregon Cities meetings and events in the absence of the Government Relations Manager.
- Build coalitions with other governments to effectively represent City of Wilsonville interests at the Legislature and in other governmental forums through cooperation with other jurisdictions and associations, with special attention to economic development, land use, and transportation policy areas.

### French Prairie Forum

- Work with Clackamas and Marion counties and the seven neighboring city governments through the French Prairie Forum to coordinate policies concerning the area south of the Willamette River.
- Under the direction of the Government Relations Manager, plan, staff, coordinate, attend, and facilitate French Prairie Forum meetings.

### Task 4 – Communications

- Attend weekly coordination meetings with the Government Relations Manager and coordinate closely with the Government Relations Manager during Oregon State Legislative Sessions.
- In collaboration with the Government Relations Manager, review and present an annual legislative report to City Council.
- Schedule meetings with legislative offices and provide follow-up from meetings.
- Monitor news media and provide expert advice and counsel of emerging news stories to the City through normal reporting channels.



## CITY COUNCIL MINUTES

February 02, 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, February 2, 2026. The Mayor called the meeting to order at 7:04 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 - Excused

### STAFF PRESENT:

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

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

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

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

**Voting Yea:**

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

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

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

The Mayor welcomed everyone to the meeting and addressed the upcoming public hearing regarding proposed fee increases for the City's sewer and stormwater systems. He noted that on December 15, 2025, City Council meeting, community members had expressed concerns about the impact of higher utility fees on households and businesses. In response, the Council had continued the public hearing to allow staff to gather additional information.

The Mayor reported on a recent hearing before the House Committee on Transportation Infrastructure where Congresswoman Andrea Salinas highlighted the Boone Bridge in her remarks. The Mayor emphasized the Boone Bridge critical role in interstate commerce and the risk of catastrophic failure in a seismic event. The Mayor announced that the Oregon Joint Committee on Ways and Means was holding a public hearing regarding proposed agency reductions to balance the state budget, including potentially reducing funding previously secured for the Boone Bridge project. The Mayor would be testifying in support of keeping that funding intact.

The Mayor briefly noted his attendance at various regional meetings, including the Clackamas County Coordinating Committee (C4), Washington County Coordinating Committee, Civics Academy, Aurora State Airport Tour, Metropolitan Mayor's Consortium, Clackamas County Mayor's meeting, and town halls with Senator Courtney and Representative Rieke Smith. The Mayor announced the next City Council meeting would be on Thursday, February 19, 2026, as City Hall would be closed on February 16, 2026, in observance of President's Day.

**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:

John Budiao	Ken Rice	Elizabeth Peters (submitted handout)
Paul Bunn	Lee Barckmann	Andrew Engel
Paul Diller	Jennifer Constantine	Nancy Andersen

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

### **5. Council President Berry**

The Council President thanked community members for attending and providing their public comment.

The Council President then reported on the following:

- Civics Academy
- Coffee Connect
- Walk & Roll to School Day on February 4, 2026
- Round About Open House on February 10, 2026
- Diversity, Equity and Inclusion February 2, 2026
- Lunar New Year event February 7, 2026
- Ramadan February 17, 2026, to March 19, 2026
- Black History Month February
- Daddy Daughter Dance February 20, 2026

### **6. Councilor Cunningham**

The Councilor Cunningham provided a detailed report on the following:

- Clackamas County Children's Center Tour
- Aurora Airport Tour on January 20, 2026

### **7. Councilor Shevlin**

Councilor Shevlin noted she had attended twelve meetings over the past few weeks, representing the community's interests. The Councilor then shared news that the closed Shari's restaurant would be demolished this summer, with construction of a new building planned to begin in January 2027.

### **8. Councilor Scull – Excused**

## **CONSENT AGENDA**

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

**9. Resolution No. 3217**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Approving The Bid Process; Accepting The Proposal Which Will Best Serve The Interest Of The City; And Awarding A Contract To Green Sweep Asphalt Services, LLC., For The Project Known As Street Sweeping Services.

**10. Resolution No. 3233**

A Resolution Of The City Of Wilsonville Ratifying Approval Of A Grant Agreement Between Wilsonville And The Oregon Department Of Land Conservation And Development (DLCD) For The Housing Statutory Compliance Project.

**11. Resolution No. 3236**

A Resolution Of The City Of Wilsonville Approving A Council-Approved Amendment To The Coffee Creek Urban Renewal Plan Which Allows The Urban Renewal Agency Of The City Of Wilsonville To Acquire, Option, Prepare (Including, But Not Limited To, Pursuing Land Use Actions), Aggregate, Hold, Sell, Resell, And/Or Encumber Real Property In The Urban Renewal Area.

**12. Minutes of December 15, 2025, and January 5, 2026, City Council Meetings.**

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

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

**Voting Yea:**

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

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

**NEW BUSINESS**

There was none.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

The Mayor provided the public hearing script for both Resolution Nos. 3229 and 3230.

The Mayor first called to order the public hearing on Resolution No. 3229 at 7:51 p.m.

Zach Weigel, City Engineer then shared that staff was requesting to continue Resolution No. 3229 to a date certain of March 16, 2026. The City Engineer explained that staff were reviewing population growth projections using more recent data, which might allow them to push out some of the larger wastewater treatment plant projects, enabling a longer implementation of the sewer utility fee. Staff was also reviewing utility assistance programs to address concerns about affordability.

The Mayor called for public comments.

The following individual provided public comment:

- Steve Gaschler – Opposed both Resolution Nos. 3229 and 3230

**13. Resolution No. 3229 (*Request for continuance to a date certain of March 16, 2026.*)**

A Resolution Establishing And Imposing Just And Equitable Sewer User Fees And Repealing Resolution No. 2325 And Resolution No. 1987.

**Motion:** Moved to continue the public hearing for Resolution No. 3229 to 7:00 p.m. on March 16, 2026.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

**Voting Yea:**

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

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

The Mayor read the public hearing script for Resolution No. 3230 and reopened the public hearing at 8:05 p.m.

Zach Weigel, City Engineer, summarized the staff report and presented the PowerPoint which has been added to the record.

The City Engineer presented four options for implementing rate increases:

**Option 1** – This is the stormwater rate increase that was recommended to City Council for adoption on December 15, 2025.

**Option 2** – This alternative flattens out the annual stormwater rate in Option 1 and keeps the three-year implementation schedule. The stormwater rate does slightly increase in the first year but prevents a bigger rate jump in third year. This alternative has no negative impact on revenue generated and does not result in any project delays.

**Option 3** – This alternative flattens out the annual stormwater rate increase and extends the schedule to a five-year implementation period. Lengthening the rate increases over a longer period time results in an estimated total revenue loss of \$2.8 million in the first four years, resulting in an estimated delay in the Charbonneau stormwater projects of approximately 3 years.

**Option 4** – This alternative provides for a lower stormwater rate in the first year and steps up the increases each year over a five-year period. Because the stormwater rate starts at a lower amount, the project team estimates a total revenue loss of \$4.2 million in the first four years, resulting in an estimated 4–5-year delay in the rehabilitation of the deteriorated stormwater pipelines identified in the Charbonneau Consolidated Improvement Plan.

The City Engineer showed examples of deteriorating stormwater infrastructure, including collapsed pipes in Charbonneau that had created sinkholes and emergency situations. Staff emphasized the risks of delaying maintenance, including repeated emergency repairs and potential injuries.

Following staff's presentation Council asked clarifying questions.

The following individuals provided public testimony:

1. Doris Wehler – Opponent
2. Patrick Thom – Opponent
3. Karen Bradley – Opponent
4. Ruth Webster – Neutral
5. Jim Waram - Neutral
6. Michele Dempsey - Opponent
7. Libby Crawford – Opponent
8. Dwight Sims – Opponent
9. Wayne Hickey - Neutral
10. Elizabeth Peters - Opponent
11. Chris Heydemann – Neutral

The City Attorney confirmed that the City Council can act with only four members present as that qualifies as a quorum of the Council, then for an item to pass it would require a majority vote of the quorum.

Next, the City Engineer responded to some of the questions posed by the written testimony submitted prior by Jim Waram.

The Mayor closed the public hearing at 9:21 p.m.

#### **14. Resolution No. 3230**

A Resolution Establishing And Imposing Just And Equitable Stormwater User Fees And Repealing Resolution No. 2507 And Resolution No. 2353.

**Motion:** Moved to adopt Resolution No. 3230 with option number 2 as recommended by staff.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Councilor's discussion ensued.

Councilor Shevlin emphasized the difficult position the Council faced with failing infrastructure and rising costs. She noted that the Council had listened to citizens in December 2025 and requested more options, which staff had provided. Councilor Shevlin stressed the need to assess risks and make decisions to prevent emergencies and property damage.

Councilor Cunningham expressed frustration that Charbonneau projects were considered for delay despite residents paying rates for decades. He opposed charging full rates to areas like Old Town that do not receive full stormwater services and argued for realigning City priorities. During discussions Councilor Cunningham shared PDF page 343 of the Fiscal Year (FY) 2025-26 Adopted Budget. A copy of the page has been added to the record.

The Mayor acknowledged that no decision would make everyone happy but stated that deferring maintenance would be more dangerous in the long run. The Mayor emphasized the need for Council to make decisions rather than delaying further.

**Voting Yea:**

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

**Voting Nay:**

Councilor Cunningham

**Vote:** Motion carried 3-1.

**CITY MANAGER'S BUSINESS**

There was none.

**LEGAL BUSINESS**

15. Public Contracting Quarterly Report

**ADJOURN**

The Mayor adjourned the meeting at 9:43 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Shawn O'Neil, Mayor

DRAFT



January 2026

# Monthly Report

## Building Division

### Decoding the Process: Understanding the Development of Building Codes

This article explores the intricate and vital world of building code development. Understanding the processes behind building codes is crucial, as they serve as the foundation for ensuring safety, sustainability, and functionality in construction.

- **Introduction to Building Codes:** Building codes are a set of regulations that stipulate standards for construction, ensuring the safety and welfare of building occupants and the public. They cover various aspects, including design, construction, maintenance, and occupancy of buildings.
- **Code Development Organizations:** Multiple organizations contribute to the development of building codes. Bodies such as the International Code Council (ICC), National Fire Protection Association (NFPA), and local government agencies work collaboratively to create and update these codes.
- **Research and Input:** Code development involves extensive research and input from industry professionals, including architects, engineers, contractors, and building officials. They provide expertise, insights, and experiences that shape the content of the codes.
- **Code Creation Process:** This process typically begins with proposed changes or additions to existing codes. These suggestions are thoroughly reviewed, debated, and may go through multiple hearings or committees for validation.
- **Public Participation:** Public participation is a fundamental aspect of code development. Stakeholders, along with the general public, are given opportunities to voice their opinions and provide feedback during the code development cycle.
- **Adoption and Implementation:** Once codes are developed and reviewed, they undergo adoption by local, state, or national governing bodies. Adoption involves formal approval and integration of the codes into legal requirements for construction projects.
- **Continuous Updates:** Building codes are not static. They undergo regular updates to adapt to new technologies, research findings, and changing societal needs. This continuous improvement ensures that codes remain relevant and effective.
- **Importance of Compliance:** Compliance with building codes is essential. It guarantees that construction projects are safe, durable, and meet the established standards for structural integrity, fire safety, and more.

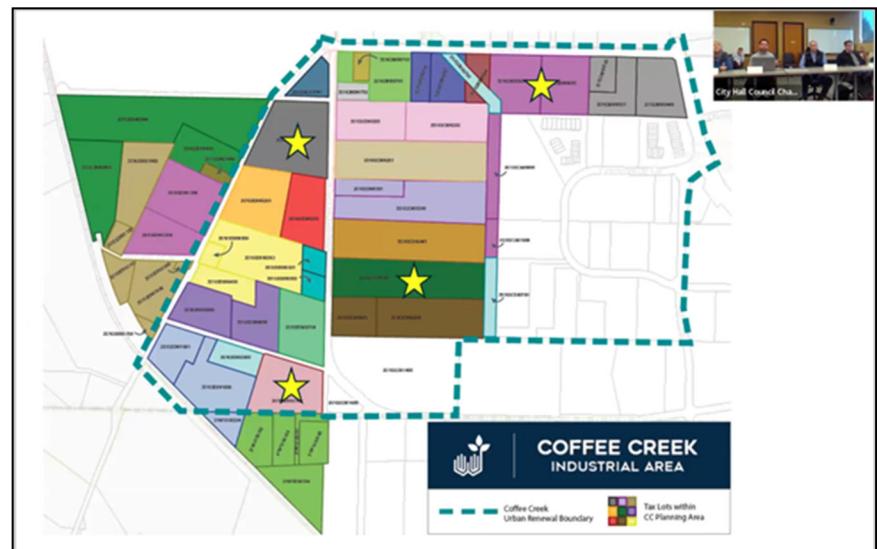


Building codes form the backbone of safe and functional construction. Understanding the complexity of their development and staying abreast of evolving codes is crucial for all construction professionals. As the landscape of construction evolves, codes will continue to adapt to meet new challenges and advancements.

## Economic Development Division

### Urban Renewal Task Force Convened to Consider Amendment to Coffee Creek Plan and WIN Program Scoring Criteria

On January 12, 2026, the Wilsonville Urban Renewal Task Force discussed a proposed amendment to the Coffee Creek Urban Renewal Plan that would authorize the urban renewal agency to undertake land aggregation activities. Staff presented the rationale for the amendment, citing fragmented land ownership, contractor establishment uses, and land value discrepancies as key barriers to private industrial development. The Task Force generally supported adding land aggregation as a tool, emphasizing that the amendment would provide authority only and that any future property acquisition would return to both the Task Force and City Council for review. Members raised questions regarding market feasibility, Regionally Significant Industrial Sites reimbursement, impacts to existing businesses, and broader development constraints, and expressed interest in future work on development standards, infrastructure, circulation, and relocation options. The Task Force reached consensus to recommend the amendment language to City Council.



The Task Force also reviewed potential refinements to the Wilsonville Investment Now (WIN) program. Discussion focused on recalibrating scoring criteria to better reflect community values, including support for long-standing local businesses and reconsideration of capital investment thresholds. Members expressed interest in a comprehensive reevaluation of the scoring system. The Task Force did not support adding an additional vetting or public input step, citing concerns about subjectivity and process delays. Staff will convey these recommendations to City Council at their meeting on February 2, 2026.

### Clackamas Community College - State of the College

On January 30, 2026 staff attended the State of the College address at Clackamas Community College (CCC), delivered by College President, Tim Cook. The State of the College address is an annual event in which the President reflects on the institution's achievements, priorities, and vision. This year's address — marking the college's 60th anniversary — highlighted CCC's long history of educational excellence and community service. It looked ahead to strategic goals focused on student success, equity, innovation, workforce alignment, and expanded opportunities. The President also shared updates on key initiatives and recognized the contributions of students, faculty, and staff as CCC continues to adapt and grow. Long-time Director of the Small Business Development Center, Rob Campbell, and Industry Partnerships Director, Tom Brown, were both honored, as they retire in the coming weeks and months. Both were friends of Wilsonville, and supported many Wilsonville businesses and entrepreneurs over many years.

Informal conversations after the event revealed that the College would like to include the City of Wilsonville in the spring time to discuss the future and master planning of the Wilsonville Campus, which comes as welcome news.

## Economic Development Division

### Gearing Up for the Legislative Short Session

Historically Wilsonville has made a strong presence at the state legislature, advocating for good governance, policy, and appropriations. This year will be no different. Economic Development staff is working closely with City Government Affairs staff to identify bills of consequence in many policy areas, and economic development in particular.

The City intends to support Governor Kotek's economic development package—HB 4084. The bill is designed to jumpstart Oregon's Prosperity Roadmap by making the state more competitive for business

investment and job creation. The bill focuses on four main areas: (1) FastTrack Permitting for large, multi-agency economic development projects that meet minimum investment thresholds, supported by a new Joint Permitting Council to set timelines and coordinate agencies; (2) Permitting transparency, requiring an inventory of required permits and reporting on opportunities to streamline timelines and provide fee relief; (3) Industrial site readiness, including a \$40 million investment in site preparation and infrastructure through Business Oregon's Industrial Site Loan Fund; and (4) Enterprise Zone modernization, expanding eligibility and flexibility so more businesses—especially in small and rural communities—can use the program to support investment, job creation, and long-term growth.

Wilsonville is most concerned with items (3) and (4), which relate to the Industrial Site Loan Fund and Enterprise Zones. The bill would expand eligibility for cities like Wilsonville that are currently ineligible to establish an Enterprise Zone. If passed, the City may be able to establish a new zone and, in doing so, become more competitive with other cities across the state that already offer this critical economic development incentive. In addition, capitalization of the Industrial Site Loan Fund could provide Wilsonville with upfront access to critical infrastructure funding, enabling the City to make important investments in areas such as the Coffee Creek and Basalt Creek industrial areas.

### An Update from the December 2025 Report

In December, we reported a “modest contraction Wilsonville’s employment base” and noted several caveats that could partially explain the contraction: data anomalies and reporting inconsistencies.

Staff inquired further with the Oregon Department of Employment (ODE) and received some input that provides some reassurance that indeed the year-over-year declines may be overstated.

ODE states: “The majority of this job loss seen in the [data] is probably due to changes or errors in employer reporting and should not be treated as a job loss. For instance, we found that a large construction business located in Wilsonville in 2023 moved its “headquarters” in 2024 from Wilsonville to Lake Oswego, although this large construction business looks like it is still operating in Wilsonville. Bottom line - Wilsonville didn’t lose 1,050 jobs between 2023 and 2024. Please let the Wilsonville Economic Development Manager know this! It’s impossible to state the true decline or gain without an extensive cleaning of the firm-level data.”



## Engineering Division, Capital Projects

### 2025-2028 Street Maintenance (4014)

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

### Summer 2025 Completed Construction

This summer, the City completed crack sealing, localized pavement spot repairs, and slurry sealing in Villebois, Park at Merryfield, and other nearby neighborhoods bounded by the following roads: North of Wilsonville Road, South of Boeckman, West of Kinsman, and East of Grahams Ferry Road. Crack sealing is a maintenance technique used to extend the life of roads by filling in cracks to reduce the infiltration of water. Localized pavement spot repairs consist of construction crews removing and replacing small sections of damaged asphalt. These repairs focus only on the areas that are cracked, crumbling, or uneven. The City released an Invitation to Bid (ITB) on January 21, 2026 for the summer 2026 crack sealing and localized pavement spot repairs. Bids are due on February 11, 2026, and the construction is expected to occur in June through August 2026. The City is currently evaluating slurry sealing to follow in summer 2027 and additional areas of crack sealing and localized pavement spot repairs to occur in summer 2028.

- Planned Construction

Century West is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

- ◊ Fiscal Year 2025-26
  1. Parkway Center Avenue to Town Center Loop East, Parkway Center Court to Town Center Park
  2. Grahams Ferry Road from Cahain Road to Day Road
- ◊ Fiscal Year 2026-27
  1. Boones Ferry Road from Boeckman Road to Ridder Road
  2. Nike Drive from 95th Avenue to Boones Ferry Road
  3. Ridder Road from 95th Avenue to Boones Ferry Road
- ◊ Fiscal Year 2027-28
  1. Parkway Center Drive from Elligsen Road to Burns Way
  2. Sun Place from Best Western to Parkway Avenue

### Annual Pedestrian Enhancements (4717)

This project provides various high visibility pedestrian crossing enhancements throughout the City, with three currently in design at 90% and construction targeted for spring 2026. These locations include: mid-block crossing and bus shelter relocation north of Freeman Drive, 95th Avenue, mid-block crossing on Wimbledon Circle between Courtside Drive and Volley Street, and a mid-block crossing on Parkway Center Drive north of Burns Way. New efforts are underway for upgrades at three locations along Parkway Avenue, including Ash Meadows Lane, Ash Meadows Road, and Thunderbird Drive; additional new efforts are being made at Wilsonville Road to improve accessibility at a SMART bus stop, and for an addition of a bike ramp connection of a south-bound bicycle lane to a shared use path on Town Center Loop W. Engineering design for these five new improvements has begun as of January 2026 by Westlake Consultants.

## Engineering Division, Capital Projects

### Boeckman Creek Flow Mitigation (7068)

This project will look at stormwater flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the early 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge. Plans and bid documents have been finalized after 100% design review. Property acquisition is underway with purchase offers recently presented to property owners. Several Owners have agreed and easements are being recorded. The Invitation to Bid for construction has been advertised as of January 6, and the bid period closed January 20. Project work will occur at several different locations including:

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



### Boeckman Creek Interceptor and Trail (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. Field investigations of the original area are finished. Capital Improvement Project (CIP) 7054, Gesellschaft Water Well Channel Restoration, was also brought into this project to minimize City design and construction costs. A State Revolving Fund Loan has been secured to help cover project costs. Additionally, an Oregon Community Path Grant has been secured for the last segment – crossing Boeckman Creek up to Wilsonville Road. This portion of the project will need to be a separate project due to grant requirements.

Preliminary design iterations are complete, and several workable solutions have been identified to meet all project needs. 60% plans were delivered to the City in June and reviewed by City Staff. Minor design refinements are expected to avoid impacts to existing trees and to minimize project costs.

The right of way acquisition process has started on part of this project. At least two resolutions of need will be requested at Council to meet the project timeline. The resolution of need will request authorization of property acquisition up to and including the use of eminent domain.

### Brown Road Improvements Project (1148)

The Brown Road Improvement Project provides upgrades that bring Brown Road in closer alignment with current City standards for urban roads. The section of roadway to be upgraded extends from Wilsonville Road to Evergreen Drive. Anticipated upgrades improve connectivity by adding bike lanes, sidewalks, and provide better and safer access to adjacent neighborhoods. Council approved property acquisitions required to complete the project in August 2025, and the right of way acquisition process is underway. The consultant delivered the 90% design to the City in September 2025, and the City has provided comments. A third Community Open House was held on December 3, 2025, at Wood Middle School to present updated designs and concepts with the community and any other interested partners. The City anticipates that the consultant will deliver the 100% design to the City in February 2026 and that the Invitation to Bid (ITB) for Construction will be released shortly thereafter. The City anticipates construction will begin in spring 2026 and will be completed by the end of 2026.

## Engineering Division, Capital Projects

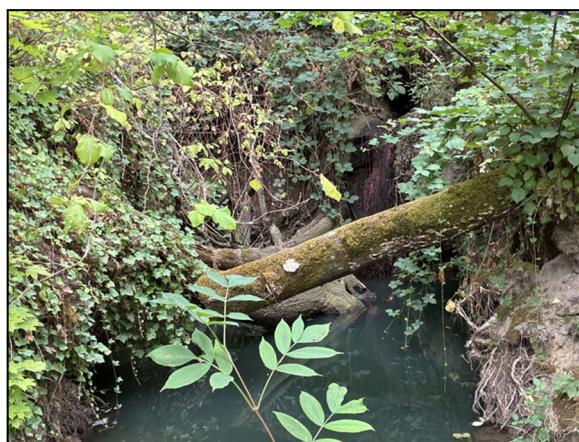
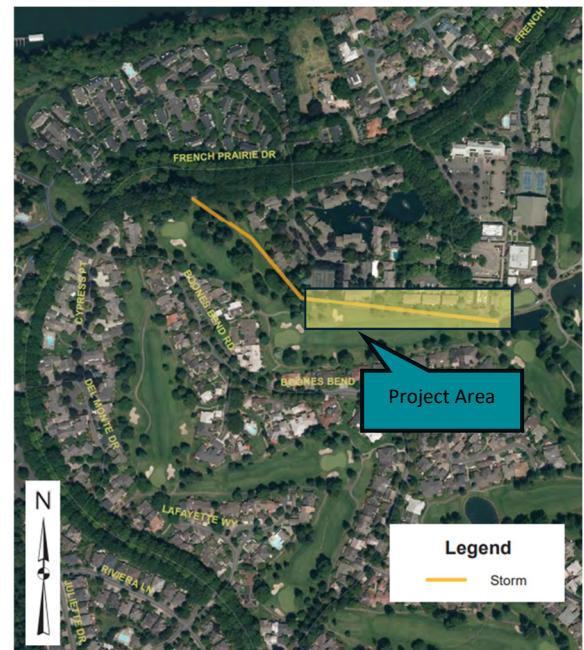
### Charbonneau Storm Improvements Phase II A (7072)

This project provides design and construction for replacement of a portion of the stormwater pipeline as part of the Charbonneau Consolidated Improvement Plan, Project #37 Charbonneau Storm Improvements Phase II. Replacement of the 815-foot long section of 12-inch storm pipe has become a priority project as a result of recent inspection by the Public Works Department that identified significant deterioration and vulnerability to collapse. The pipeline is adjacent to residential and commercial buildings that could be susceptible to damage should the pipeline or a portion of the pipeline collapse or become plugged. Engineering and fieldwork has begun as of January 2026 by 3J Consulting.

### Miley Road - Storm Sewer Improvements (7071)

This project will remove and replace the existing storm sewer and pipe outfall within Miley Road, which is in very poor condition and is a concern for erosion and pipe collapse during a large rain event. Construction is anticipated to be split into two phases: the first phase being the replacement of the sewer outfall and upstream pipe/inlets to the east up to the intersection of Airport Road, and the second phase being removal and replacement of the remainder of the upstream pipe and structures that run parallel to Miley Road up to Armitage Road. A professional services agreement (PSA) for engineering design and survey fieldwork/data collection was awarded to WSP USA Inc. at the December 15 City Council Meeting.

Data collection and engineering design is anticipated to start in February 2026, and construction of Phase 1 is anticipated for spring 2027 after permitting is complete. Construction of phase 2 is anticipated to begin in spring 2028.



## Engineering Division, Capital Projects

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

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

### Water System Master Plan (1154)

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

### WWTP Aeration Basin Expansion (2113)

This project constructs a fourth aeration basin and a seventh blower to expand secondary treatment capacity at the Wastewater Treatment Plant (WWTP). The project includes earthwork, landscaping, and site drainage improvements. A design consultant has been selected, with a contract award by City Council anticipated in February 2026. Design is tentatively scheduled to be completed in early 2027, followed by construction through 2028.

### WWTP Backup UV System Replacement (2109)

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

## Engineering Division, Capital Projects

### WWSP Coordination (1127)

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

- **Phase 1, Wilsonville Road (PLM\_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM\_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM\_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in Fall 2022, with completion planned for 2026. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on Kinsman Road from Wilsonville Road to Barber Street has been completed and restoration at the intersection of Wilsonville Road and Kinsman Road is ongoing. Pipe install on 95th Avenue from Boeckman Road to Ridder Road has been completed and restoration of the road is ongoing. Permanent concrete road panel restoration of 95th Avenue began in April 2025 and was completed in November 2025. Pipe install on Ridder Road west of 95th Ave began in June 2025, has been completed, and restoration of the road is ongoing. Temporary traffic control on Kinsman Road, 95th Avenue, and Ridder Road during final restoration efforts will be required to accommodate remaining construction activities. Additional upgrades to the intersections at Boeckman Road and 95th Avenue and Ridder and 95th Avenue are expected to be completed by mid-2026.



## Engineering Division, Private Development

### Residential Construction Activities

#### Canyon Creek South Phase 3

The status of this project remains the same as last month. The project is being purchased by a new contractor who will finish the improvements. The contractor continues to work on punchlist items for closeout. The City has received building permits for three of the lots. The City has not yet received building permits nor plans for the open space improvements.

#### Frog Pond West

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Crossing, Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, and Frog Pond Vista subdivisions is on-going.

- The contractor is continuing to work to install the new paths at the Frog Pond Neighborhood Park project.
- Frog Pond Cottage Park Place, Phase I, a 12-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Ridgecrest subdivision, is anticipated to begin construction in spring 2026.
- Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road, is under construction. Curbs have been installed. Frog Pond Lane is prepped for paving. Crews are working on installing the wall along Stafford Road. Picture taken looking northeast from Frog Pond Lane
- Construction is nearing completion at Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road. The contractor is working on punchlist items.
- Frog Pond Ridgecrest, a 54-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Terrace subdivision, is working on installing the storm facilities and franchise utilities. Curbs have been installed.



Frog Pond Petras



Frog Pond Primary



Frog Pond Ridgecrest

## Natural Resources Division

### Wildlife Monitoring

In cooperation with Portland State University and a wildlife consultant (Samara Group), the City has been able to document through monitoring the extensive use and effectiveness of the Boeckman Road and Kinsman Road wildlife crossings. To date, more than 20 different species have used the passageways, which include deer, coyote, gray fox, rabbit, raccoon, opossum, skunk, beaver, mink, river otter, short- and long-tailed weasel, rodents, frogs, and snakes.

In August 2023, a network of cameras was established on city-owned and school district property, including Memorial Park, Boones Ferry Park, Boeckman Creek corridor, Boones Ferry Primary School, and Boeckman Creek Primary School



Bobcat at Graham Oaks Nature Park (adjacent to Boones Ferry Primary School)



Columbian black-tailed deer at Boones Ferry Park

## Planning Division, Current

### Administrative Land Use Decisions Issued

- 2 Type A Tree Permits
- 3 Type B Tree Permits
- 1 Type C Tree Permit
- 2 Class 1 Wireless Reviews
- 3 Class 1 Administrative Reviews
- 4 Class 2 Administrative Reviews

### Construction Permit Review, Development Inspections, and Project Management

In January, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- A new neighborhood park in Frog Pond
- CIS Office Building at Wilsonville Road and Kinsman Road
- Frog Pond Primary School
- Industrial development on Day Road and Garden Acres Road
- Residential subdivisions in Frog Pond West on Canyon Creek Road S
- Villebois Village Center Mixed-use Development
- Vuela Transit Oriented Development (TOD) on Barber Street

### Development Review Board (DRB)

DRB Panel A did not meet in January.

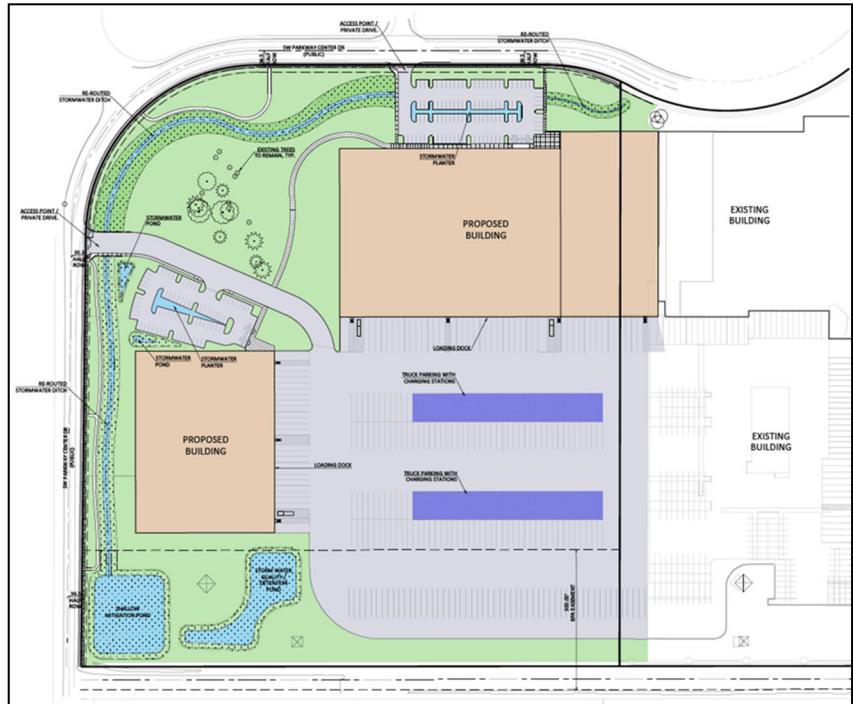
DRB Panel B did not meet in January.

Staff provided training to newly appointed Board members.

### DRB Projects Under Review

During January, Planning staff actively worked on the following projects in preparation for public hearings before the Development Review Board:

- Industrial campus expansion at Sysco
- Vehicle charging station at Barber Street and Boones Ferry Road
- Stafford Ridge, the first proposed development in Frog Pond East
- Twist Bioscience storage buildings at ParkWorks
- PGE Transmission Line Upgrade in northwest Wilsonville



Sysco Expansion – Proposed Site Plan

## Planning Division, Long Range

### Housing Statutory Compliance Project

This two-part project will update Wilsonville's Development Code to incorporate new statutory requirements related to residential development from the 2025 Oregon Legislative session. Part 1 of the project will focus on Section 3 of SB 974, which requires cities and counties to issue land use decisions without a public hearing on certain residential development applications, including Wilsonville's most common residential land use applications. The project will integrate Action C of the 2025 Housing Production Strategy, which calls for the City to implement an administrative review process for residential development. In January, the City entered into a Grant Agreement with Department of Land Conservation and Development (DLCD) that will fund the remainder of the project's work, including preparation of draft Development Code amendments that will be shared with Planning Commission and City Council in March. The amendments related to Section 3 of SB 974 must be in effect by July 1, 2026.

### Planning Commission

Planning Commission did not meet in January.

Staff provided training to newly appointed Commission members.

### Wilsonville Industrial Land Readiness (WILR) Project

The Wilsonville Industrial Land Readiness (WILR) project combines a focused analysis of development potential in the Basalt Creek Concept Plan area with a citywide Economic Opportunities Analysis and Economic Development Strategy. Together, these efforts are designed to guide long-term job growth and land use planning. In January, staff and the consultant team completed a draft Citywide Economic Opportunities Analysis (EOA) and accompanying Economic Development Strategy (EDS), which serves as an exhibit to the EOA. Staff will present the draft EOA to the Planning Commission at its February 11, 2026, public hearing and will request a recommendation of approval to forward to City Council.

### New Staff

The Planning Division also welcomed and began on-boarding of two new staff members: Chris Myers, Senior Planner, who most recently worked for the City of West Linn, and Hanna Tuia, Associate Planner, who comes to us from the City of Florence. We are excited to welcome them to Wilsonville and have their help on a number of new and older projects.



*FINANCE—The department where everyone counts*

- **Comparative Financial Analysis:** How do the City's finances compare to other nearby cities? This is a question that comes up from time to time. The answer isn't always straightforward, because cities provide different services. Among our local peers, Wilsonville is somewhat unique: the city directly manages water treatment, wastewater treatment, and transit services. In many other communities, these same services are handled by separate districts, such as TriMet, Tualatin Valley Water District, Clean Water Services (Washington County), or Clackamas County Water Environmental Services (WES).

These differences show up in a city's financial picture—net equity, liquidity, debt, and operating budgets. At the end of fiscal year (FY) 2025, Wilsonville's net position was \$631.6 million, compared with \$235.7 million in Tualatin and \$330.8 million in West Linn. Budgetarily Wilsonville bears the full upfront operational cost of running these services, which isn't the case elsewhere. Additionally, for comparative purposes, it's also not as simple as removing these departments' budgets to achieve some level of comparative homogeneity, because support functions like Administration, Accounting, Legal, Information Technology (IT), Human Resource (HR), and engineering service levels are interdependent with those service operations but are accounted for as stand alone departments in the General Fund and Community Development (CD) Fund.

Meaningful comparisons of revenue and spending require accounting for these differences. Raw budget totals or per-capita figures alone don't give the full picture; understanding each city's responsibilities and structure is essential for accurate, apples-to-apples comparisons.

- **UTILITY BILLING:** The monthly streetlighting utility fee pays for the system's electricity, maintenance, improvements. The current fee structure was created decades ago and is based on light fixture type and either dwelling units or number of employees. Over time, this system has become increasingly difficult to manage as most lights have been converted to LED, the original loans are paid off, fixture styles have changed, and many fixtures now look the same. Neighborhoods often have a mix of light types leading to inconsistent and inequitable charges that no longer reflect actual costs.

For these reasons, staff is exploring a flat street lighting fee that is agnostic to fixture type. This approach would be simpler to administer, more consistent across neighborhoods, and more equitable for account holders, while recognizing that everyone benefits from well-lit streets and walkways. Staff aims to present to Council some options before the fiscal year end.

- **Year-end Tax Reporting:** January unfolded as a busy month for payroll duties, as W-2s and wage reports made their quiet journey to the Social Security Administration, Oregon Department of Revenue, and the City of Portland (for Metro Housing). Employee distributions followed, reaching staff by email and mail, a small but essential ritual that marked the passage of another tax year, closing its chapter smoothly and on schedule.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>110 - General Fund</b>				
Taxes	\$ 17,528,500	\$ 12,984,414	\$ 4,544,086	74%
Intergovernmental	3,254,985	2,160,420	1,094,565	66%
Licenses and permits	171,700	113,900	57,800	66%
Charges for services	384,102	243,982	140,120	64%
Fines and forfeitures	180,000	100,020	79,980	56%
Investment revenue	531,000	509,090	21,910	96%
Other revenues	675,650	628,137	47,513	93%
Transfers in	6,477,241	3,185,161	3,292,080	49%
<b>TOTAL REVENUES</b>	<b>\$ 29,203,178</b>	<b>\$ 19,925,124</b>	<b>\$ 9,278,054</b>	<b>68%</b>
Personnel services	\$ 14,095,430	\$ 7,090,362	\$ 7,005,068	50%
Materials and services	14,992,012	7,366,705	7,625,307	49%
Capital outlay	135,000	81,091	53,909	60%
Transfers out	6,049,658	1,648,449	4,401,209	27%
<b>TOTAL EXPENDITURES</b>	<b>\$ 35,272,100</b>	<b>\$ 16,186,607</b>	<b>\$ 19,085,493</b>	<b>46%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,933,368	\$ 1,127,798	\$ 805,570	58%
Investment revenue	48,000	30,361	17,639	63%
<b>TOTAL REVENUES</b>	<b>\$ 1,981,368</b>	<b>\$ 1,176,324</b>	<b>\$ 805,044</b>	<b>59%</b>
Personnel services	\$ 1,155,130	\$ 567,703	\$ 587,427	49%
Materials and services	840,440	392,825	447,615	47%
Capital outlay	532,000	162,543	369,457	31%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,527,570</b>	<b>\$ 1,123,071</b>	<b>\$ 1,404,499</b>	<b>44%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 952,000	\$ 702,506	\$ 249,494	74%
Investment revenue	157,000	108,160	48,840	69%
<b>TOTAL REVENUES</b>	<b>\$ 1,109,000</b>	<b>\$ 810,665</b>	<b>\$ 298,335</b>	<b>73%</b>
Personnel services	\$ 1,148,520	\$ 501,251	\$ 647,269	44%
Materials and services	243,155	120,409	122,746	50%
Transfers out	422,808	246,638	176,170	58%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,814,483</b>	<b>\$ 868,299</b>	<b>\$ 946,184</b>	<b>48%</b>
<b>231 - Community Development Fund</b>				
Licenses and permits	\$ 446,718	\$ 514,663	\$ (67,945)	115%
Charges for services	457,002	182,767	274,235	40%
Intergovernmental	598,995	100,000	498,995	17%
Investment revenue	93,000	72,072	20,928	77%
Transfers in	4,627,515	2,670,519	1,956,996	58%
<b>TOTAL REVENUES</b>	<b>\$ 6,223,230</b>	<b>\$ 3,540,021</b>	<b>\$ 2,683,209</b>	<b>57%</b>
Personnel services	\$ 3,995,690	\$ 1,957,632	\$ 2,038,058	49%
Materials and services	1,031,820	498,285	533,535	48%
Transfers out	1,170,209	493,400	676,809	42%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,197,719</b>	<b>\$ 2,949,317</b>	<b>\$ 3,248,402</b>	<b>48%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,181,000	\$ 1,121,818	\$ 1,059,182	51%
Investment revenue	26,000	25,754	246	99%
Transfers in	509,940	493,273	16,667	97%
<b>TOTAL REVENUES</b>	<b>\$ 2,716,940</b>	<b>\$ 1,640,845</b>	<b>\$ 1,076,095</b>	<b>60%</b>
Personnel services	\$ 608,120	\$ 229,664	\$ 378,456	38%
Materials and services	754,894	415,408	339,486	55%
Capital outlay	44,850	-	44,850	0%
Debt service	360,000	356,446	3,554	99%
Transfers out	1,420,588	336,395	1,084,193	24%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,188,452</b>	<b>\$ 1,337,914</b>	<b>\$ 1,850,538</b>	<b>42%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,661,000	\$ 1,421,710	\$ 1,239,290	53%
Investment revenue	172,000	124,183	47,817	72%
<b>TOTAL REVENUES</b>	<b>\$ 2,833,000</b>	<b>\$ 1,545,893</b>	<b>\$ 1,287,107</b>	<b>55%</b>
Transfers out	\$ 3,081,080	\$ 1,288,830	\$ 1,792,250	42%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,081,080</b>	<b>\$ 1,288,830</b>	<b>\$ 1,792,250</b>	<b>42%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 6,300,000	\$ 3,108,363	\$ 3,191,637	49%
Intergovernmental	2,757,000	1,483,165	1,273,835	54%
Charges for services	20,000	12,098	7,902	60%
Investment revenue	698,000	409,263	288,737	59%
Other revenues	21,000	8,374	12,626	40%
<b>TOTAL REVENUES</b>	<b>\$ 9,796,000</b>	<b>\$ 5,021,262</b>	<b>\$ 4,774,738</b>	<b>51%</b>
Personnel services	\$ 5,871,460	\$ 2,608,445	\$ 3,263,015	44%
Materials and services	2,914,658	1,609,246	1,305,412	55%
Capital outlay	1,158,000	33,199	1,124,801	3%
Transfers out	3,062,248	1,759,993	1,302,255	57%
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,006,366</b>	<b>\$ 6,010,883</b>	<b>\$ 6,995,483</b>	<b>46%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 10,864,000	\$ 6,382,350	\$ 4,481,650	59%
Investment revenue	412,000	364,232	47,768	88%
Other revenues	40,000	37,496	2,504	94%
<b>TOTAL REVENUES</b>	<b>\$ 11,316,000</b>	<b>\$ 6,784,078</b>	<b>\$ 4,531,922</b>	<b>60%</b>
Personnel services	\$ 753,650	\$ 263,999	\$ 489,651	35%
Materials and services	5,285,211	2,600,862	2,684,349	49%
Capital outlay	2,204,493	457,822	1,746,671	21%
Debt service	375,000	370,757	4,243	99%
Transfers out	3,700,814	1,036,903	2,663,911	28%
<b>TOTAL EXPENDITURES</b>	<b>\$ 12,319,168</b>	<b>\$ 4,730,343</b>	<b>\$ 7,588,825</b>	<b>38%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 7,833,000	\$ 4,051,245	\$ 3,781,755	52%
Investment revenue	380,000	267,106	112,894	70%
Other revenues	31,500	15,129	16,371	48%
Loan proceeds	10,500,000	-	10,500,000	0%
Transfers in	600,000	600,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 19,344,500</b>	<b>\$ 4,933,480</b>	<b>\$ 14,411,020</b>	<b>26%</b>
Personnel services	\$ 505,250	\$ 211,150	\$ 294,100	42%
Materials and services	4,729,522	2,150,539	2,578,983	45%
Capital outlay	114,850	-	114,850	0%
Debt service	2,886,000	359,469	2,526,531	12%
Transfers out	13,823,655	1,083,629	12,740,026	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 22,059,277</b>	<b>\$ 3,804,787</b>	<b>\$ 18,254,490</b>	<b>17%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 559,000	\$ 274,566	\$ 284,434	49%
Investment revenue	34,000	27,517	6,483	81%
<b>TOTAL REVENUES</b>	<b>\$ 593,000</b>	<b>\$ 302,083</b>	<b>\$ 290,917</b>	<b>51%</b>
Materials and services	\$ 367,290	\$ 123,502	\$ 243,788	34%
Transfers out	1,280,827	79,514	1,201,313	6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,648,117</b>	<b>\$ 203,016</b>	<b>\$ 1,445,101</b>	<b>12%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,581,000	\$ 1,810,373	\$ 1,770,627	51%
Investment revenue	242,000	166,004	75,996	69%
<b>TOTAL REVENUES</b>	<b>\$ 3,823,000</b>	<b>\$ 1,976,377</b>	<b>\$ 1,846,623</b>	<b>52%</b>
Personnel services	\$ 480,980	\$ 184,312	\$ 296,668	38%
Materials and services	848,994	380,189	468,805	45%
Capital outlay	44,850	-	44,850	0%
Debt service	325,000	321,317	3,683	99%
Transfers out	4,759,006	910,154	3,848,852	19%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,458,830</b>	<b>\$ 1,795,973</b>	<b>\$ 4,662,857</b>	<b>28%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>336 - Frog Pond Development</b>				
Licenses and permits	\$ 2,500,000	\$ 986,120	\$ 1,513,881	39%
Investment revenue	27,000	112,148	(85,148)	415%
<b>TOTAL REVENUES</b>	<b>\$ 2,527,000</b>	<b>\$ 1,098,268</b>	<b>\$ 1,428,732</b>	<b>43%</b>
Materials and services	\$ 19,540	\$ 2,304	\$ 17,236	12%
Transfers out	3,573,177	635,986	2,937,191	18%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,592,717</b>	<b>\$ 638,290</b>	<b>\$ 2,954,427</b>	<b>18%</b>
<b>348 - Washington County TDT</b>				
Washington County TDT	\$ -	\$ -	\$ -	-
Investment revenue	112,000	66,616	45,384	59%
<b>TOTAL REVENUES</b>	<b>\$ 112,000</b>	<b>\$ 66,616</b>	<b>\$ 45,384</b>	<b>59%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 2,100,000	\$ 2,602,777	\$ (502,777)	124%
Investment revenue	287,000	236,748	50,252	82%
<b>TOTAL REVENUES</b>	<b>\$ 2,387,000</b>	<b>\$ 2,839,525</b>	<b>\$ (452,525)</b>	<b>119%</b>
Materials and services	\$ 40,760	\$ 6,937	\$ 33,823	17%
Transfers out	8,213,181	170,266	8,042,915	2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,253,941</b>	<b>\$ 177,203</b>	<b>\$ 8,076,738</b>	<b>2%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 1,320,000	\$ 1,072,680	\$ 247,320	81%
Investment revenue	77,000	65,647	11,353	85%
<b>TOTAL REVENUES</b>	<b>\$ 1,397,000</b>	<b>\$ 1,138,327</b>	<b>\$ 258,673</b>	<b>81%</b>
Materials and services	\$ 9,490	\$ 3,450	\$ 6,040	36%
Transfers out	918,557	55,393	863,164	6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 928,047</b>	<b>\$ 58,843</b>	<b>\$ 869,204</b>	<b>6%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,000,000	\$ 1,312,692	\$ (312,692)	131%
Investment revenue	65,000	65,610	(610)	101%
<b>TOTAL REVENUES</b>	<b>\$ 1,065,000</b>	<b>\$ 1,378,302</b>	<b>\$ (313,302)</b>	<b>129%</b>
Materials and services	\$ 14,570	\$ 3,642	\$ 10,928	25%
Debt service	453,000	450,724	2,276	99%
Transfers out	3,888,490	2,139,896	1,748,594	55%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,356,060</b>	<b>\$ 2,594,262</b>	<b>\$ 1,761,798</b>	<b>60%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 1,000,000	\$ 941,375	\$ 58,626	94%
Investment revenue	30,000	38,639	(8,639)	129%
<b>TOTAL REVENUES</b>	<b>\$ 1,030,000</b>	<b>\$ 980,013</b>	<b>\$ 49,987</b>	<b>95%</b>
Materials and services	\$ 12,380	\$ 2,507	\$ 9,873	20%
Transfers out	1,751,531	652,100	1,099,431	37%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,763,911</b>	<b>\$ 654,606</b>	<b>\$ 1,109,305</b>	<b>37%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 170,000	\$ 230,280	\$ (60,280)	135%
Investment revenue	144,000	85,630	58,370	59%
<b>TOTAL REVENUES</b>	<b>\$ 314,000</b>	<b>\$ 315,909</b>	<b>\$ (1,909)</b>	<b>101%</b>
Materials and services	\$ 5,650	\$ 598	\$ 5,052	11%
Transfers out	647,645	95,211	552,434	15%
<b>TOTAL EXPENDITURES</b>	<b>\$ 653,295</b>	<b>\$ 95,809</b>	<b>\$ 557,486</b>	<b>15%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 224,000	\$ 140,518	\$ 83,482	63%
<b>TOTAL REVENUES</b>	<b>\$ 224,000</b>	<b>\$ 140,518</b>	<b>\$ 83,482</b>	<b>63%</b>
Materials and services	\$ 375,000	\$ 65,425	\$ 309,576	17%
Capital outlay	2,851,000	296,007	2,554,993	10%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,226,000</b>	<b>\$ 361,432</b>	<b>\$ 2,864,568</b>	<b>11%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 14,000	\$ 13,369	\$ 631	95%
Transfers in	500,000	500,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 514,000</b>	<b>\$ 513,369</b>	<b>\$ 631</b>	<b>100%</b>
Materials and services	\$ 236,004	\$ 81,402	\$ 154,602	34%
<b>TOTAL EXPENDITURES</b>	<b>\$ 866,004</b>	<b>\$ 81,402</b>	<b>\$ 784,602</b>	<b>9%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 718,000	\$ 727,498	\$ (9,498)	101%
Investment revenue	29,000	13,756	15,244	47%
<b>TOTAL REVENUES</b>	<b>\$ 747,000</b>	<b>\$ 741,254</b>	<b>\$ 5,746</b>	<b>99%</b>
Debt service	\$ 780,000	\$ 639,149	\$ 140,851	82%
<b>TOTAL EXPENDITURES</b>	<b>\$ 780,000</b>	<b>\$ 639,149</b>	<b>\$ 140,851</b>	<b>82%</b>
<b>830 - Wilsonville Investment Now Program</b>				
Taxes	\$ 1,174,100	\$ 809,502	\$ 364,598	69%
<b>TOTAL REVENUES</b>	<b>\$ 1,174,100</b>	<b>\$ 809,502</b>	<b>\$ 364,598</b>	<b>69%</b>
Materials and services	\$ 1,174,100	\$ -	\$ 1,174,100	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,174,100</b>	<b>\$ -</b>	<b>\$ 1,174,100</b>	<b>0%</b>



January 2026

# Monthly Report



*The Celebration of India program on Jan. 17 featured a wide-ranging selection of Indian dance performances, crafts, and food.*

## From the Director

January was a lively month at the library, thanks to the Winter Reading Challenge kicking things off. This annual program encourages readers of all ages to explore genres new to them and to try a variety of library activities.

We've also officially gone fine free for overdue books, and the response has been incredibly positive. Dropping overdue fines is one more way we're trying to reduce barriers and make the library a welcome space for everyone.

Over in the Children's Area, things are buzzing as we get the walls ready for a brand-new mural by local artist Julia Hunkler. The space is cleared and prepped, and excitement is building for the colorful, imaginative artwork that will soon brighten the room. It's shaping up to be a lovely addition to a space already full of curiosity and creativity.

# Children's Services

## Stuffed Animal Sleepover

Children brought their stuffed animals to the library on Saturday, Jan. 17, for the stuffies to have a 'sleepover.' The stuffed animals had a great time playing in the Children's area, having a Storytime, and causing mischief at the Circulation Desk.



*A staff teddy bear reads a bedtime story to a stuffed animal guest at the Stuffed Animal Sleepover on Jan. 17.*

## UPCOMING:

- Series Saturday on Saturday, Feb. 7, at 2pm.
- Lunar New Year Grand Finale with Fun Activities on Saturday, Feb. 21, at 12pm.
- "No School? Take Time for Tiny Art!" on Friday, Feb. 27, at 2pm.

# Teen Services

## Create Your Own Zine with author Cathy Camper

Cathy Camper, the author of the Lowriders series, gave a workshop on creating zines at the Teen Afterschool Drop-In event on Wednesday, Jan. 21.

## UPCOMING:

- Teen "Library After Dark" event on Friday, Feb. 20.
- Teen Advisory Board meetings on Mondays, Feb. 8 and 23, at 4:30pm.
- Teen Craft Club on Saturday, Feb. 14, at 3pm.



*At the zine workshop on Jan. 21, author Cathy Camper shared the history of zines and helped teens create their very own zines with a selection of craft supplies.*

# Adult Services

## Celebration of India

Over two hundred adults and kids attended the culture program on Saturday, Jan. 17, featuring performances of Indian dances, henna and crafts, and food samples.

## Bridgerton Tea Party

Fans of the *Bridgerton* books and TV series came in their Regency-inspired finest for this event on Saturday, Jan. 24. Participants enjoyed themed activities, a trivia contest, and tea and refreshments.

## UPCOMING:

- Black History Month Film Series on Fridays, Feb. 6-27, at 3pm.
- “A Man Called York” presentation on Monday, Feb. 9, at 6pm.
  - Online PROFILES presentation about Harriet Tubman on Wednesday, Feb. 4, at 11am.
  - Genealogy Club meeting features an introduction to the Genealogical Forum of Oregon (GFO) on Monday, Feb. 2, at 1pm.



*The “Diamonds of the Tea” pose for a photo at the Bridgerton Tea Party on Jan. 24.*



*The Book Notes concert on Jan. 10 featured “Two Bass Hit,” who performed on acoustic upright basses.*

## Around the Library

### Library staff hold Mock Caldecotts

Each year the American Library Association (ALA) honors the artist of the most distinguished American picture book published in the previous year.

While there are no official Caldecott nominees, Youth Services Librarian Jo selected several title contenders that had been getting some “Caldecott buzz” for staff to read.

Library staff named *Cat Nap* by Brian Lies as the winner, followed closely by *Broken* by X. Fang. ALA selected *Fireworks* illustrated by Cátia Chien for the Randolph Caldecott Medal .

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				Happy New Year! Library Closed	Winter Reading Challenge January 2 - February 28	Series Saturday Wings of Fire 2-3pm
4	5 <b>Computer Basics</b> 11am-12pm <b>Sit and Stitch</b> 1:30-3pm <b>Blood Drive</b> 1-6pm	6 <b>ODHS</b> 10am-12pm 1-3pm <b>Intermediate ESL</b> 10-11:30am <b>Toddler Time</b> 10:30-11am 11:15-11:45am <b>Baby Storytime</b> 12:15-12:55pm	7 <b>Family Storytime</b> 10:30-11am <b>Profiles</b> Albert Einstein 11-12:30pm <b>Teen After School Drop-in</b> 3-6pm	8 <b>Family Storytime</b> 10:30-11am <b>Tabletop Night</b> Forbidden Island 6-7:30pm	9 <b>Play Group</b> 10:30am-12pm	10 <b>Space Talks</b> 11am-12:30pm <b>Spanish Storytime</b> 11am-11:30am <b>Booknotes Concert</b> Two Base Hit 2-3pm
11	12 <b>Gmail</b> 11am-12pm <b>Genealogy Club</b> 1-2:30pm <b>Sit and Stitch</b> 1:30-3pm <b>Teen Advisory Board</b> 4:30-5:30pm	13 <b>ODHS</b> 10am-12pm 1-3pm <b>Intermediate ESL</b> 10-11:30am <b>Toddler Time</b> 10:30-11am 11:15-11:45am <b>Baby Storytime</b> 12:15-12:55pm	14 <b>Family Storytime</b> 10:30-11am <b>Teen After School Drop-in</b> 3-6pm	15 <b>Family Storytime</b> 10:30-11am	16 <b>WIC Pop-Up Clinic</b> 10am-12pm 1-4pm <b>Play Group</b> 10:30am-12pm <b>Celebration Cinema</b> 3-5pm	17 <b>Celebration of India</b> 2-4pm <b>Heart Strings Mandarin</b> 11-11:30am <b>Stuffie Sleepover Drop off</b> 3-5:30pm
18	19 <b>Stuffie Sleepover Pick up</b> 1-5:30pm <b>Martin Luther King Jr. Day</b> Library Closed	20 <b>ODHS</b> 10am-12pm 1-3pm <b>Intermediate ESL</b> 10-11:30am <b>Toddler Time</b> 10:30-11am 11:15-11:45am <b>Baby Storytime</b> 12:15-12:55pm	21 <b>Family Storytime</b> 10:30-11am <b>Teen After School Drop-in</b> 3-6pm <b>Special Teen Drop in with Cathy Camper-Create Your Own Zine</b> 3pm	22 <b>Family Storytime</b> 10:30-11am	23 <b>Play Group</b> 10:30am-12pm	24 <b>Bridgerton Tea Party</b> 2-4pm
25	26 <b>A Series of Fortunate Fun Day Events</b> 10am-5:30pm <b>Sit and Stitch</b> 1:30-3pm <b>Teen Advisory Board</b> 4:30-5:30pm	27 <b>ODHS</b> 10am-12pm 1-3pm <b>Intermediate ESL</b> 10-11:30am <b>Toddler Time</b> 10:30-11am 11:15-11:45am <b>Baby Storytime</b> 12:15-12:55pm	28 <b>Family Storytime</b> 10:30-11am <b>Community Center Book Club</b> 1-2pm <b>Teen After School Drop-in</b> 3-6pm	29 <b>Family Storytime</b> 10:30-11am <b>Family Loteria</b> 6-7pm	30 <b>Play Group</b> 10:30am-12pm	31

8200 SW Wilsonville Road  
Wilsonville, OR 97070  
(503) 682-2744  
wilsonvillelibrary.org  
reference@wilsonvillelibrary.org

Monday - Thursday 10-8  
Friday - Saturday 10-6  
Sunday 1-6





## Parks and Recreation Report | January 2026

### Recreation by the Numbers:

January Meals Served: 2,173 (1,300 home delivered, 873 in-person lunch)

New Classes Offered: 17 programs with a total of 86 class sessions and 206 participants

Facility Rentals: 13

Community Center Drop-In Programs: January provided 15 drop in program opportunities serving 275 community members weekly.

## Arts and Recreation Updates

### heARTs of Wilsonville: Many Cultures, One Heart—Online Auction to begin in February

This month staff have been working on finalizing the online auction portal which will host a silent auction selling



five of the ten hearts sculptures in the City's collection. Last year, in collaboration with the Arts, Culture, and Heritage Commission (ACHC), the City launched "heARTs of Wilsonville: Many Cultures, One Heart" which consisted of ten heart sculptures to be painted by various local artists. All ten heart sculptures have been installed in the community since last May. The ACHC previously met to decide which heart sculptures to include in the auction. The other 5 sculptures will remain in the City's Public Art Collection. Any funds generated by the sale of hearts will go towards future public art projects in Wilsonville. The

Hearts Auction will open on February 12 and close on March 6. The online auction can be found at: [HeartsofWilsonville.auctria.events](http://HeartsofWilsonville.auctria.events)

### ACHC Receives Community Cultural Events and Programs Grant Applications

Two grant programs are housed within the Parks and Recreation Department: The Opportunity Grant—administered by the Parks and Recreation Advisory Board, and the Community Cultural Events and Programs (CCEP) Grant - administered by the Arts, Culture, and Heritage Commission. At the January ACHC meeting the Commission received presentations from six local organizations: Charbonneau Arts Association, Korean War Veterans Association—Oregon Trail Chapter 72, Oregon Old Time Fiddlers' Association District 7, Rotary Club of Wilsonville, Wilsonville Choral Arts Society, and Wilsonville STAGE. The grant programs continue to be a positive resource for the community in support of their efforts in producing projects, programs or events that promote arts, culture, history and heritage; as well as for festivals and special events that benefit the Wilsonville Community.



### Summer Registration Opens April 6

While it may not feel like it, Summer is just around the corner for the Parks and Recreation team. It's full steam ahead on summer camp and program preparation. Registration for classes opens on Monday, April 6. The Summer Activity Guide covers all camps, classes, programs and events from May through August. Special events like Movies in the Park,



## Community Center Updates

### Volunteer Driven Learning Opportunities

In January, the Community Center continued its lecture series with Attorney Michael Rose of Rose Elder Law presenting a workshop centered around estate planning basics such as wills, trusts, probate, powers of attorney, advance directives, and Medicaid Planning.

Additionally, volunteers from Clackamas County SHIBA (Senior Health Insurance Benefits Assistance) offered an informative “Medicare 101” workshop explaining the basics of Medicare, answered questions about existing coverage, eligibility and financial assistance programs.

### Nutrition Program

The Community Center’s nutrition team continued to provide high quality, nutritious meals to the older adults in our community.

In January, 835 meals were served as part of the Center’s in-person lunch program. 1,384 meals were sent out to clients who are part of the Center’s home delivered meals program. This program is reliant on community volunteers who help to deliver meals to homebound members of our community.



### Fitness Classes

Winter fitness have experienced strong enrollment. The back to back, Healthy Bones and Balance classes taught by Fitness Specialist, Brad Moore are both well attended with 21 in the Beginner class and 26 in the Advanced class. This class meets three times per week and combines aerobics with circuit training. The drop in “Sit, Stand and Be Fit” class which meets four times per week regularly sees 20+ students, while Tai Chi has 22 students this winter.

### AARP Tax Appointments

Community Center staff began taking appointments for American Association of Retired Persons ‘s (AARP) free tax assistance. Throughout the month appointments were taken for 11 days with 212 total time slots. All appointments for this year are full.

## Upcoming Events

**Wilsonville Daddy Daughter Dance— Neon Night:** February 20, 7-9pm, Wilsonville Community Center

**HeARTs of Wilsonville: Many Cultures, One Heart Online Auction Opens:** February 12 at 4pm:

[HeartsofWilsonville.auctria.events](http://HeartsofWilsonville.auctria.events)

**Community Egg Hunt:** April 4, 10am, Wilsonville Memorial Park

**WERK Day:** April 25, 8am, Wilsonville Community Center

**New Moms Walk:** April 26, 10am, Wilsonville Memorial Park

## Board Highlights

### **Arts, Culture, and Heritage Commission (ACHC)**

At the January ACHC meeting the Commission approved Julia Hunkler's mural design to be painted on four walls located in the Children's Section at the Wilsonville Library. Her design utilizes community input that was collected by patrons last summer at the Library and depicts a dog and cat going on a journey through many different lands. The ACHC also discussed the Temporary Pride Month Mural and three artist options, and voted on the ranked list of artists in order of preference. The ACHC and members of the Diversity, Equity and Inclusion committee will review and approve a design at a future meeting. The ACHC also had their annual grant review for the Community Cultural Events and Programs (CCEP) Grant, where they received presentations from six local nonprofit organizations. The ACHC's recommendations on funding distributions for the applicants will get forwarded to City Council for final approval.

### **Kitakata Sister City Advisory Board**

The Kitakata Sister City Advisory Board met in January to debrief the December student visit. Small changes will be made to future trip itineraries to make certain processes smoother, and several events slightly more formal. Suggestions were also made to help the host family onboarding process such as updating questions in the host family application, and making a zoom option available for the informational nights.

### **Parks and Recreation Advisory Board**

The Parks and Recreation Advisory Board did not meet in January.

## Parks Updates

January was a productive and dynamic month for the Parks Team. The team welcomed Matt Moritz, their new Parks Manager, on January 5. Team management completed and submitted their budget for fiscal year 2026-27 as they gear up for the new year!

Capital Improvement Projects are underway, including the Frog Pond Community Park project, Memorial Park playground replacement, the ballfield safety improvement project as well as the Town Center Park water feature mechanical room upgrade. The team also worked together to remove the holiday lights and decorations throughout the City.





# City of Wilsonville Police

## JANUARY 2026

### The Wilsonville Police Department Welcomes a Calm Start to the New Year

The new year is off to an overall quiet and peaceful beginning. Calls for service and major incidents have been noticeably light.

Routine patrols have revealed little out of the ordinary, with no significant trends.

As the year moves forward, we continue to encourage residents to continue looking out for one another and to report any concerns.





### Property Crimes

40



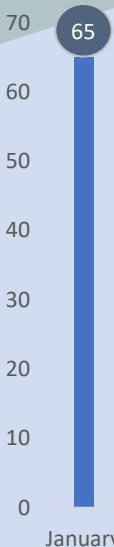
### Society Crimes

17

### Person Crimes

8

■ Person ■ Property



The Clackamas County Sheriff's Office has reformatted its dashboards and narrowed the information presented to crimes resulting in reports.

To review dashboards and the included activity maps, please visit:

[Reported Crime Dashboards | Clackamas County Sheriff's Office \(OR\)](#)



# JANUARY 2026 Monthly Report

## From The Director's Office:

In late January, the City submittal an application to the Seismic Rehabilitation Grant Program (SRGP) for seismic improvements to the Police building. Per Business Oregon "The SRGP is a state of Oregon competitive grant program that provides funding for the seismic rehabilitation of critical public building, particularly public schools and emergency services facilities."

The SRGP submittal requirements include an application, engineering report, and a Benefit Cost Analysis (BCA). The application provides information about the applicants entities, the building and the proposed scope of work. The engineering report provides a summary of key information regarding the details of the proposed retrofit. BCA is used to quantify the potential costs and benefits of a proposed project with the main output of the spreadsheet being a Benefits-to-Cost Ratio, which is one of the metrics used to compare the relative competitiveness of each application. Other application items include photos of the building and the Department of Geology and Mineral Industries rapid visual screening seismic needs assessment.

Applications are evaluated by a designated grant committee, which represents the education sector, emergency services, local government, and other state agencies. The committee makes recommendations to Business Oregon based on the BCA score; project readiness; scope of work; financial feasibility; how the project fits with other community-wide mitigation and preparedness efforts and the importance of the building in the community it serves.

In 2025, the City of Wilsonville submitted a grant application and was not selected. During a debrief about our submittal, we were told our application met the requirements but there is much competition for the grants. For emergency services projects there was over \$50 million in grant requests and only \$25 million dollars available that needed to be spread across the state.

This year, the City has requested \$1,576,983 in funds to cover design, construction management, construction, temporary relocation and contingencies and have high hopes that we will be chosen as a recipient of a seismic rehabilitation grant.



**Best Regards,**  
**Delora Kerber, Public Works Director**

## Stormwater

### Rain Reveal

The extreme wet conditions we encountered in December brought our attention to a failed flow control feature at one of the stormwater treatment ponds on SW Parkway at St Helens Dr. These flow control access points have a sliding metal gate that controls the flow of stormwater leaving a treatment area, in this case a pond. This device helps prevent downstream flooding by controlling the rate of release of the water in the pond. Overtime this flow control feature had locked shut, causing the pond to overflow. Shown here is Stormwater Maintenance Specialist Jay Herber repairing this feature to prevent future downstream flooding during major rain events.



## Stormwater

### Let's Work Together

During the third week of January all hands were on deck to assist in repairing a collapsed catch basin in the travel lane on SW Parkway at Ash Meadows Loop. This structure was improperly installed many years ago, and had collapsed under vehicle traffic. Due to the nature of the failure and the location, this work required a high degree of coordination for both traffic control and repair. Our Stormwater and Roads crews were able to work together directing the flagging and traffic diversion and repair of the basin to prevent future issues on this heavily traveled roadway.



## Utilities

### Hit and Run, and Run, and Run

The Utilities team had an exciting repair with an after hours call reporting that a fire hydrant at the corner of SW Holly Street and Parkway had been severely damaged after being struck by a car. The hydrant was completely severed from the main water line that supplies the hydrant. Despite the quick response from an after-hours technician, the estimated amount of water lost due to this accident was approximately 1 million gallons. After shutting down water to the hydrant and securing the scene with caution tape and cones, the Utilities Technician took another very important step. When a hydrant is rendered non-functional, it is crucial that local first responders be made aware, to prevent any delays in emergency response. Public Works Utilities technicians work directly with the local emergency response agencies to 'deactivate' the hydrant in any maps and GPS systems until repairs are complete and the hydrant is suitable for a full return to service. This step saves vital time when emergency responders are looking for a hydrant to connect to. Upon completion of the needed repairs, the hydrant will be re-activated so that it appears as available for emergency use as needed.



## Utilities

### Out With The Old, In With The New

Utilities Water Technicians have begun their annual schedule of meter replacements and valve exercising.



Some meters have been in the ground for as long as twenty years, and may be suffering from normal wear and tear. Replacing the older meters helps reduce the chances of equipment failure.

Hydro excavation is being used to assist in the meter replacement shown in photo to the left.

Water valves are installed in various areas around the City and are typically used for isolation of water flow. When a repair or upgrade is needed nearby, these valves isolate specific pipes so that water flow can be stopped, and repairs can be made more quickly, easily and safely.

Shown below, valve exercising is the systematic, routine maintenance process of fully closing and reopening water distribution valves to ensure they are operational, prevent corrosion and sediment buildup, and ensure the assets are in good working order if a shut down is required.



## Utilities

### Mr. Clean

Our sanitary sewer department is continuing their efforts to clean and video inspect as many lines as possible to keep wastewater flowing as it should. Jetting or hydro jetting sanitary sewer lines is a high-pressure, non-invasive cleaning method that uses specialized equipment to shoot water up to 4,000 PSI through pipes to remove stubborn blockages, grease, sludge, and tree roots. This method cleans the entire diameter of the pipe, maximizing flow and preventing future backups. It is easy to forget that when wastewater leaves our premises, it has only completed a portion of the journey to the Wastewater Treatment Plant. This routine maintenance helps ensure its uninterrupted arrival at the treatment facility.



## Facilities

### Triple Threat

The Facilities team purchased a new snowplow attachment to equip the team's second multi-force lawn mower. When needed, the crew will divide into two teams - one to attack the West side of town and the other to attack the East side of town. Each team will have a snowplow followed by a crew member with a backpack blower. As the snow is removed, a third team member will follow behind with a commercial-duty 36" wide spreader, applying ice melt pellets along the way.

Crews will first focus on entryways, pathways and public sidewalks and then utilize the plows to clear portions of municipal parking lots. Crews are confident that this set-up will help them increase their response time and address wintry conditions at all City facilities expeditiously.



## Facilities

### Art Installation Preparation

The Library has received a grant that will fund an artist painted mural above the bookshelves in the Children's area. The Facilities team was asked to remove the existing pin boards installed above the bookshelves to prepare for the new mural. The boards were four feet high and approximately 100' long, and to everyone's surprise, the boards were glued on to the wall. This resulted in a more labor intensive and time-consuming project than originally expected.

Maintenance Technicians Konnen Bell and Trevor Denfeld spent several early mornings carefully removing the boards to limit the damage to the sheet rock and lessen the amount of wall repair needed for the mural preparation. Once the boards had been removed, a contracted painter applied a skim coat of wall compound and finished up with a fresh coat of paint.

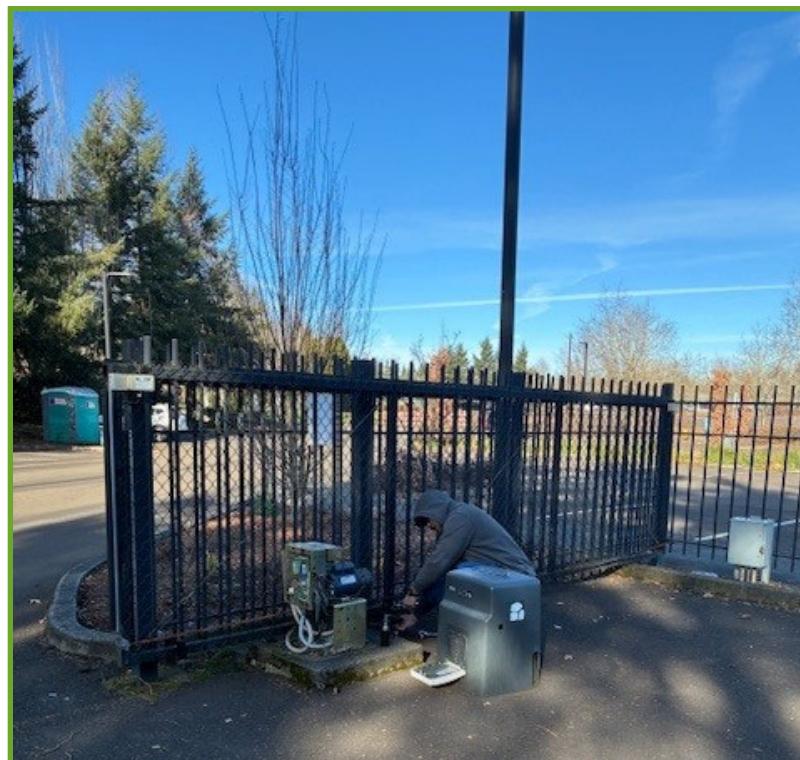
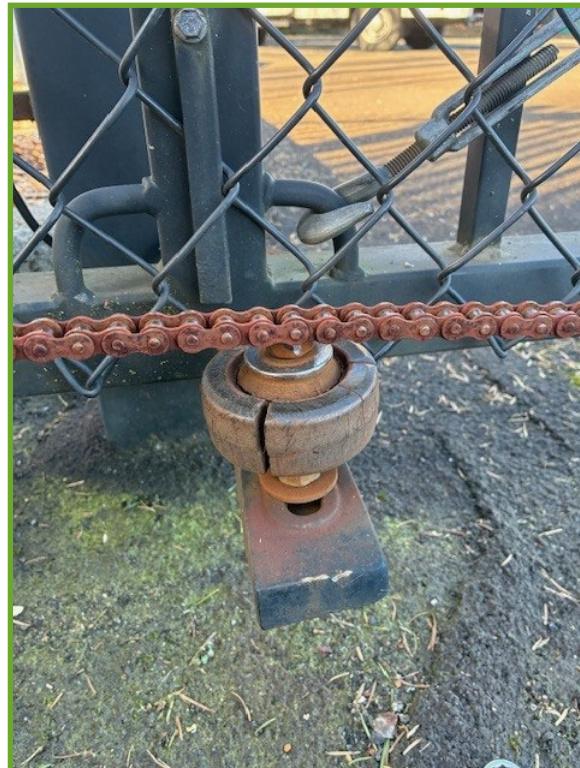
A special thanks to Maintenance worker James Stroud for his help in clean-up after each morning's board removal.



## Facilities

### Keep 'Em Rolling Along

The wheels on the gates go around and around, so many times per day! Facilities Maintenance Technician Trevor Denfeld and Specialist Robert Todd worked as a team to perform maintenance on several City facility gates in January. The tasks included tightening drive chains, lubricating moving parts, adjusting closure limits and replacing worm rollers and trolleys. This routine inspection and maintenance of the gates keeps secured areas reliably safe and sound, protecting the City's valuable assets.

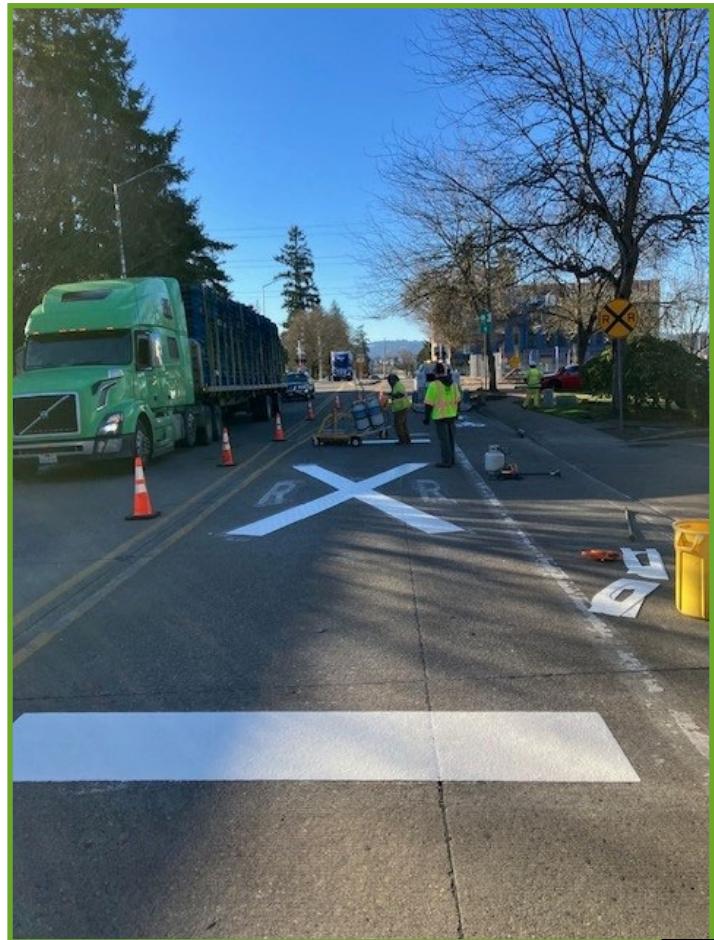


## Roads

### A Dry Spell

As a result of the extremely wet December weather, several potholes appeared around the City. A dry January made it possible for the Roads team to address these potholes quickly. These repairs kept the crew busy for several days, and used over four tons of traffic-rated hot asphalt in the repair process. Dry weather also allowed for new railroad crossing symbols to be applied on SW Barber Street.

This work required advance planning with the railroad to ensure the safety of everyone traveling in the area when the marking were temporarily removed as part of the process of replacing them with new, durable, heat-applied decals.





# January

## 2026 REPORT Transit/Fleet

Gold pinstripes vertically placed against gray wool, a white cotton dress shirt perfectly pressed with precision French cuffs, a paisley patterned tie, cashmere colored ankle-cut wing-tipped boots, a gray mid length overcoat, and a matching Scala fedora completes the ensemble. Ready to take on the world? Perhaps. I've heard it said that "clothes don't make the man." I would agree. However, clothes can't hide what lies just beneath the surface either. They can't hide his character. They can't hide his integrity, his loyalty, his honesty, or his caring nature. They can't cover up all his bumps and bruises; deep scars that came from having to earn respect in a world not always welcoming to those born into darkness. Clothes may not make the man, but they can certainly shine a favorable spotlight on him.

Dwight Brashear  
Transit Director



# OPERATIONS

*Diana Kotler*

SMART began 2026 with the launch of a new regional transit service connecting Wilsonville residents to employment opportunities at the Amazon Fulfillment Center in Woodburn. On Monday, January 5, SMART Route 12X began operations in close coordination with the City of Woodburn Transit and Cherriots.

Funded through SMART's allocation of the Statewide Transportation Improvement Fund (STIF), Route 12X is designed to align with Amazon Fulfillment Center work schedules and connect with neighboring partner transit agencies. January also marked another major milestone with the reopening of the SMART Transit Center to its pre-construction operations.

With the opening of the Vuela residential complex and the completion of major construction activities, the SMART Transit Center has been fully restored and updated. Preparations are underway to open the SMART Customer Service Center in Spring 2026, and recruitment has begun for Customer Service Representative positions to staff the facility.

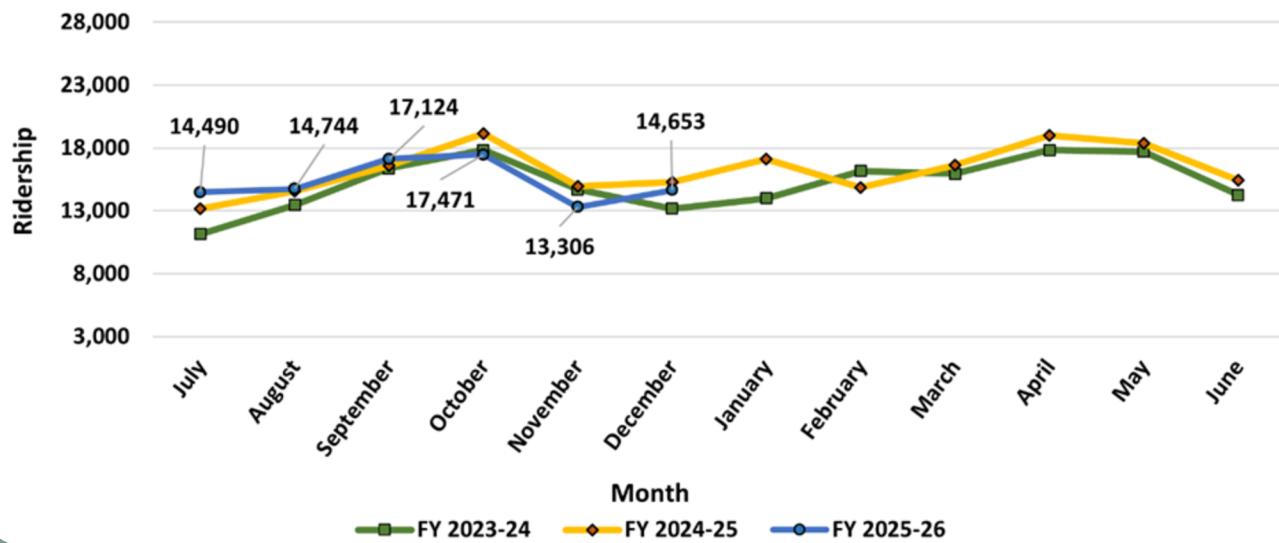
Looking ahead, 2026 will be a busy year for the SMART team. With planned transit service enhancements, operational streamlining efforts, and the introduction of a new route to Clackamas Town Center, SMART will continue working to provide efficient, reliable, and equitable transit service for the Wilsonville community.



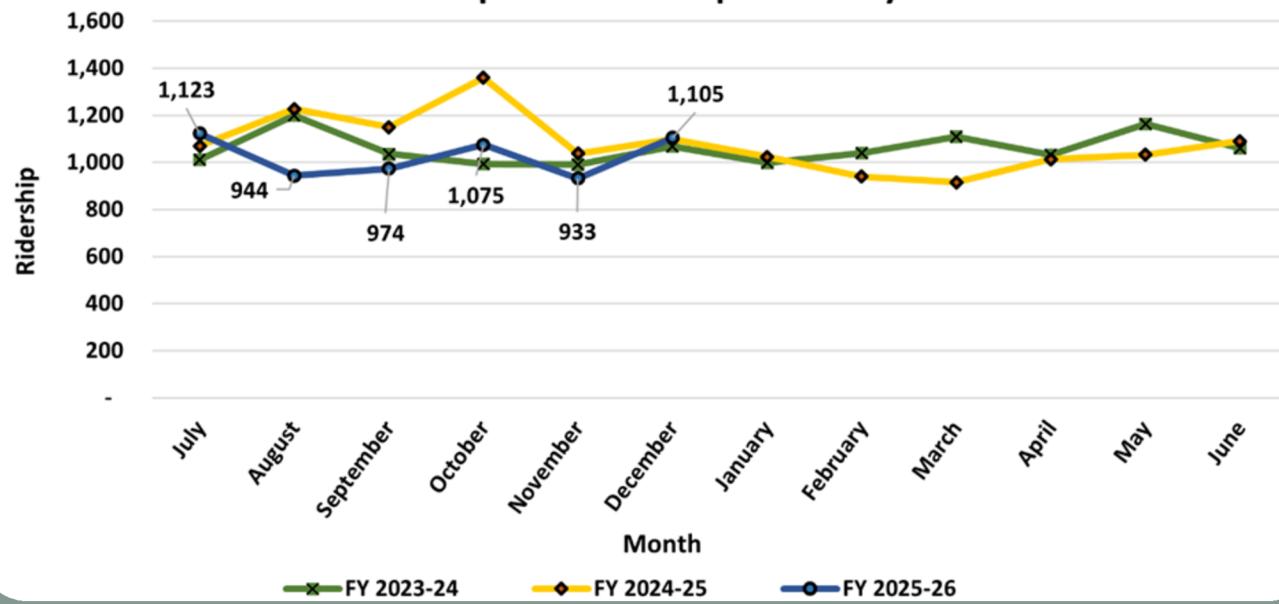
# RIDERSHIP TRENDS

Anne MacCracken

## Fixed Route Ridership Trends by Month



## Demand Response Ridership Trends by Month



# FLEET SERVICES

*Scott Simonton*

On January 30<sup>th</sup>, after 30 years of service to the City of Wilsonville, Equipment Mechanic Scott Wright retired. Scott started with the City in December 1995, bringing with him valuable transit bus repair experience, after working for Greyhound.

Scott's decades of experience will surely be missed. With the wide variety of specialty equipment Fleet maintains, time and experience are among the most valuable resources we have.

To his credit, Scott has made a great effort over his last year graciously transferring his knowledge, tips, and tricks to our less senior mechanics.

Thank you, Scott, for 30 years of service to Wilsonville!



# GRANTS & PROGRAMS

*Kelsey Lewis*

Did you know there are many ways you can plan a trip on transit? Here at SMART, we have a trip planner on the front page of our website, [RideSMART.com](http://RideSMART.com). You may also use our mobile phone app *mySMARTbus*, Google Maps, or the Transit app. For rides in Clackamas County, SMART participates in [RideClackamas.org](http://RideClackamas.org), which provides a trip planner using all the small transit providers in Clackamas County.

This is a great option if you want to take a longer trip in the County (for example, to Mt. Hood) and need to transfer between transit service providers. Or, if you prefer to talk to someone, call us! 503-682-7790.



# COMMUTE OPTIONS

*Michelle Marston*

During January, SMART conducted targeted outreach to Amazon to promote awareness of the new transit service. Informational brochures and on-site Amazon monitor messaging highlighting available commute options and the route schedule was developed and shared with Amazon employees. The route schedule is available at [RideSMART.com/12X](http://RideSMART.com/12X). This route is open to all riders.

**Getting to and from work should be the easiest part of your day.**

We have teamed up to provide:  
**More service  
More places  
More often**

Learn more plan your trip



**Rethink your commute!**

Getting to and from work should be the easiest part of your day.  
**Let us help you get there.**



# SAFE ROUTES TO SCHOOL

*Wyle O'Neill*

We welcomed students into 2026 and back to school following winter break with a continued focus on safe, active, and sustainable transportation options for families. January provided an opportunity to highlight SMART's new 12X route to Woodburn with school and district staff, as well as families engaged through our Safe Routes to School (SRTS) network. Outreach and programming emphasized rethinking daily commutes by encouraging walking, biking, carpooling, and transit use. Students showed strong enthusiasm for active travel, demonstrated through the continuation of Lowrie Elementary's Bike Bus in the new semester and the successful launch of a weekly Walking School Bus from Autumn Park Apartments, in partnership with NW Housing, serving Boones Ferry Primary School.

Finding new ways to collaborate, Safe Routes to School (SRTS) staff partnered with the Wilsonville Public Library during its "Series of Fortunate Funday" button-making event by providing reflective safety materials for crafts and sharing transit-related information with participating families. Staff also continued planning and capacity-building efforts to support future SRTS programming. This included participation in Cycle Oregon and ODOT's Pedestrian Train the Trainer workshop and engagement in the statewide SRTS meeting to strengthen best practices and regional coordination. In addition, staff are actively coordinating with Wilsonville's primary and middle schools to plan Winter Walk+Roll to School Day, helping to build momentum for active transportation and community participation throughout the winter months.

