



CITY COUNCIL AGENDA

October 06, 2025 at 7:30 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@wilsonvilleoregon.gov

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

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

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

JOINT CITY COUNCIL & PLANNING COMMISSION WORK SESSION [5:00 PM]

- A. [Wilsonville Industrial Land Readiness \(Basalt Creek - West Railroad\) \(Luxhoj/Pauly\) \[90 min\]](#)

ADJOURN [6:30 PM]

Break to switch Zoom accounts [10 min]

EXECUTIVE SESSION [6:40 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 [7:10 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, October 6, 2025 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on September 16, 2025. Remonstrances and other

documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:30 PM]

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

MAYOR'S BUSINESS [7:05 PM]

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

COMMUNICATIONS [7:15 PM]

5. Community Enhancement Project Update: Book Bike (*Friends of the Library*) [15 min]
6. Building Tomorrow Today award from the Oregon Chapter of the American Planning Association for the Vuela Project (*Brashear/Bateschell*) [15 min]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:45 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 [7:55 PM]

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

CONSENT AGENDA [8:10 PM]

10. [Resolution No. 3214](#)

[A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement With The City Of Wilsonville Urban Renewal Agency Pertaining To A Short Term Urban Renewal Debt For The Coffee Creek Plan District For The Purpose Of Funding The Construction Of Capital Improvement Project By The Agency. \(Katko\)](#)

11. [Resolution No. 3216](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc. To Construct Street Lighting Led Conversion – Phase 4 Project \(CIP #4722\). \(Montalvo\)](#)

12. [Minutes of the September 4, 2025 City Council Meeting. \(City Recorder\)](#)

NEW BUSINESS [8:15 PM]

CONTINUING BUSINESS [8:15 PM]

PUBLIC HEARING [8:15 PM]

13. [Resolution No. 3211](#)

[A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2025-26. \(Katko\)](#)

14. [Resolution No. 3213](#)

[A Resolution Of The City Of Wilsonville Adopting The Natural Areas Management Plan. \(Rappold\)](#)

CITY MANAGER’S BUSINESS [8:50 PM]

LEGAL BUSINESS [8:55 PM]

ADJOURN [9:00 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[Community Planning Month Proclamation](#)

AN EXECUTIVE SESSION MEETING WILL IMMEDIATELY FOLLOW

THE JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION

AN URBAN RENEWAL AGENCY MEETING IS SCHEDULED

PRIOR TO THE CITY COUNCIL MEETING

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 6, 2025		Subject: Joint City Council / Planning Commission Work Session – Wilsonville Industrial Land Readiness – West Railroad Area of Basalt Creek Staff Members: Cindy Luxhoj AICP, Associate Planner, and Dan Pauly AICP, Planning Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide direction on public realm and land use concepts to inform master planning for the West Railroad area of Basalt Creek.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 2023-25 Council Goal: Attract high-quality industry and support economic opportunity for all in Wilsonville	<input checked="" type="checkbox"/> Adopted Master Plan(s): Basalt Creek Concept Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL: Review public realm and land use concepts for the West Railroad area of Basalt Creek. City Council and Planning Commission guidance will inform development of a preferred plan to be included in the Basalt Creek Master Plan, scheduled for adoption in early 2026. This Master Plan will also serve as the foundation of Development Code standards specific for the area.

EXECUTIVE SUMMARY:

The City is actively advancing the policy framework outlined in the Basalt Creek Concept Plan to make the Basalt Creek planning area “development ready” from a land use policy perspective. In parallel, staff are working on infrastructure financing and other key actions to support future development.

Land use policy development for a new area of the City follows a three-step process. The first step is a concept plan, which establishes general policy guidance and intent but does not carry legal authority for land use decisions, such as development applications and rezoning. The second step is a master plan, adopted as part of the City’s Comprehensive Plan. This document provides more detailed policy guidance and serves as a legally binding basis for future zoning and land use decisions. However, the master plan does not include detailed development standards for implementing the plan. The final step is the adoption of Development Code standards, which translate the master plan into specific, enforceable requirements to guide development consistent with the City’s vision.

The Basalt Creek focused portion of the Wilsonville Industrial Land Readiness (WILR) project aims to adopt both a Master Plan and Development Code standards for the area. As discussed at previous work sessions, planning for the West Railroad area was deferred when the Basalt Creek Concept Plan was adopted in 2018 due to natural resource constraints, limited access, fragmented property ownership, and lack of infrastructure. The West Railroad area lies west of the Portland and Western Railroad, along the Coffee Lake wetlands, extending from SW Grahams Ferry Road to Basalt Creek Parkway/Tonquin Road (see Attachment 1).

While the rest of the Basalt Creek area has assigned land use types and supporting details in the Concept Plan that provide a strong basis for development of a Master Plan and Development Code standards, the West Railroad area still requires this level of planning. Advancing this work will ensure the entire Basalt Creek planning area is ready for future development.

Two key goals and policies to establish in a master plan include those pertaining to the public realm, including streets, parks, open spaces and pathways, and land use, which defines allowed uses along with siting and design requirements to support a desired character of the area. This joint work session provides an opportunity for the City Council and Planning Commission to explore different approaches to these elements for the West Railroad area and offer direction to the project team. That guidance will inform a preferred alternative to be incorporated into the Master Plan and implemented through Development Code standards.

Staff and the consultant team will return to the Planning Commission and City Council in separate work sessions in November to present the preferred alternative.

What to Expect at the Joint Work Session

A consultant team from MIG will lead an interactive joint work session with the City Council and Planning Commission to explore public realm and land use concepts for the West Railroad area. Unlike typical work sessions where participants arrive having reviewed detailed materials, this session is designed as a shared real-time learning and collaboration experience.

MIG will introduce key site-specific constraints such as infrastructure capacity, access limitations, environmental factors, and policy considerations to frame the discussion (see Attachment 2 for contextual maps). The team will facilitate dialogue around how these constraints affect the feasibility and suitability of potential land uses. In addition to exploring physical design concepts, the session will outline the tools needed to implement each idea. These include regulatory mechanisms like zoning and Development Code updates, as well as incentive strategies such as public-private partnerships, infrastructure investments, and development incentives to help achieve the City's goals for the area.

West Railroad Concepts

Following an internal work session with City staff, MIG is developing initial draft concepts for public realm and land use planning in the West Railroad area. These concepts will be discussed in detail during the joint work session and will serve as the foundation for identifying a preferred alternative to carry forward. While the City Council and Planning Commission may choose one concept as the basis for the preferred alternative, it is common in planning processes to combine elements from multiple concepts into a hybrid approach.

In way of introduction, the following provides a brief overview of each concept or approach.

Concept 1: Tonquin Environment

This concept envisions a district that emphasizes the Coffee Creek Wetlands, Coffee Lake Creek, the future Ice Age Tonquin Trail, and connections to the adjacent Basalt Creek Parkway. Public and private investments would focus on environmental restoration and habitat rehabilitation to create a setting that attracts campus style development, craft industrial uses, small-scale office or manufacturing uses, and other specialized employers. The area's primary draw is its immediate access to high-quality natural and recreational amenities, positioning it as a unique employment and innovation district where economic activity and ecological stewardship could intersect.

Concept 2: Manufacturing and Industry

This concept relies on maximizing the area's employment potential by pursuing full access to the region's transportation network for freight and other large-scale uses. Key elements of providing a full transportation network to support large-scale industrial uses would include upgrading the SW Grahams Ferry Road railroad undercrossing for freight movement, enabling the SW Cahalin Road railroad crossing, and enhancing northern and western connections to the area. The City could consider incentives and targeted interventions to encourage parcel assembly and infrastructure investment. This concept

would encourage high-density employment development capable of supporting large-scale industrial and office development, maximizing long-term job growth.

Concept 3: Limited Connectivity with Flexible Land Use

This concept considers a more incremental approach, allowing development and redevelopment to proceed largely through market forces with limited City intervention. Parcel sizes would remain with no incentives for aggregation, and the street network would be limited generally to what is built today with some internal access provided through an internal circulation system. The SW Grahams Ferry Road railroad undercrossing would not be upgraded for freight. This concept would allow a variety of uses generally not found in other parts of Wilsonville, which could include commercial recreation, outdoor retail sales and storage, and other low intensity uses that are generally geared towards a mix of smaller businesses and niche activities within a more modest infrastructure framework.

EXPECTED RESULTS:

City Council and Planning Commission feedback on the three scenarios will guide the development of a preferred concept for land use and the public realm in the West Railroad area. Staff will incorporate this input into the Basalt Creek Master Plan and use it to shape Development Code amendments, including appropriate zoning, to support future development in the area.

TIMELINE:

Staff will hold additional work sessions with the City Council and Planning Commission in the coming months to continue refining the preferred concepts. Public hearings on the Basalt Creek Master Plan and related Development Code amendments are anticipated in early 2026.

CURRENT YEAR BUDGET IMPACTS:

Funding for the WILR project is allocated in the fiscal year (FY) 2025-26 budget from a \$290,000 Metro grant.

COMMUNITY INVOLVEMENT PROCESS:

The Basalt Creek Concept Plan review process included comprehensive community involvement. The WILR project has solicited input from Business Oregon, Greater Portland Inc., property owners, and developers to understand the demand for industrial land in Wilsonville and property owners' current and future plans. This input informed preparation of studies and reports and will guide the master plan and related Development Code amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

When developed, Basalt Creek, including West Railroad, will generate jobs, contributing to the income and property tax base, supporting economic mobility through family-wage employment, and enhancing Wilsonville's livability. This will allow the industrial area to reach its full economic potential, positively impacting the greater Wilsonville community.

ALTERNATIVES:

A number of alternatives to public realm and land use planning will be presented at the work session.

CITY MANAGER COMMENT:

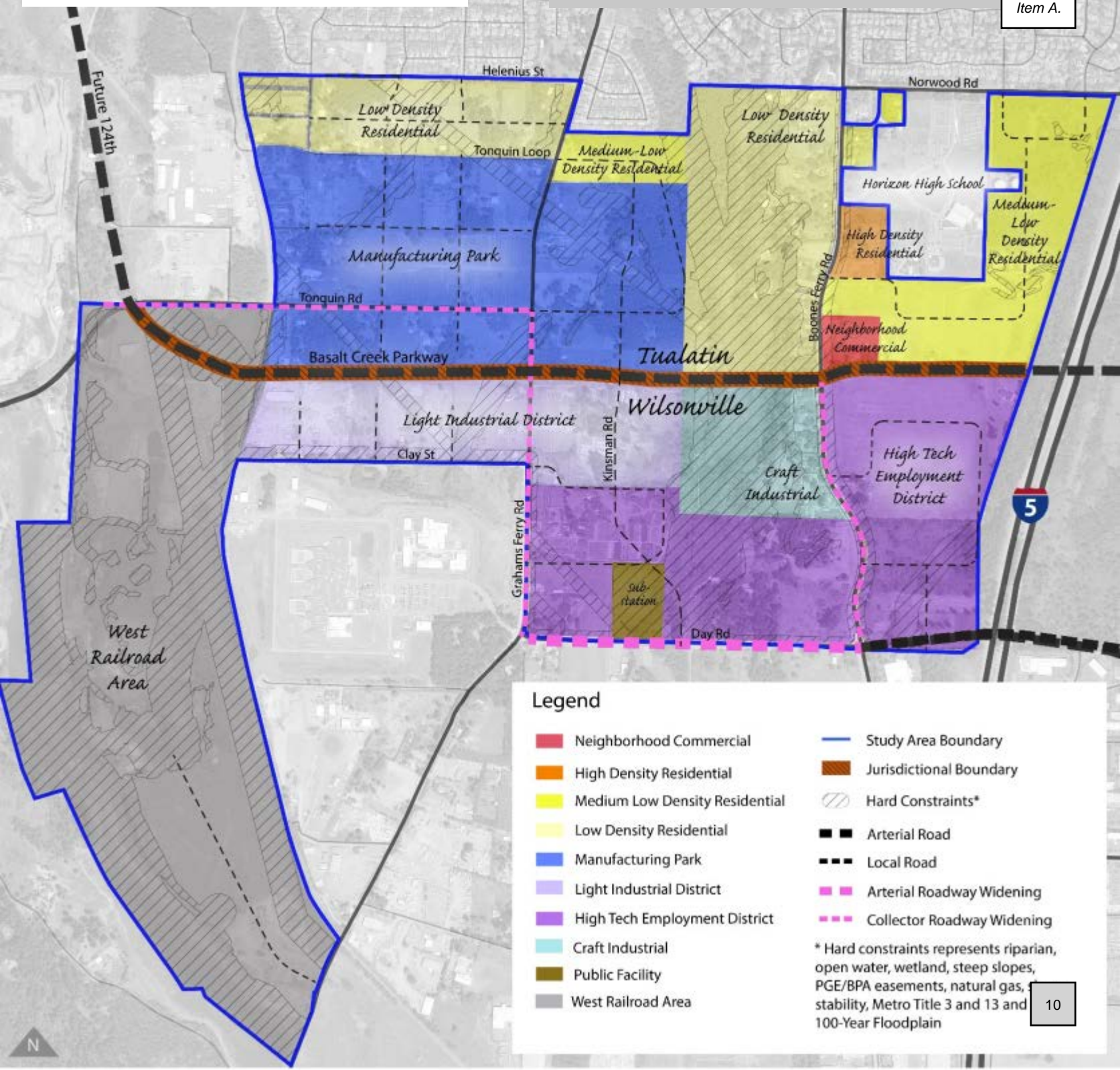
N/A

ATTACHMENTS:

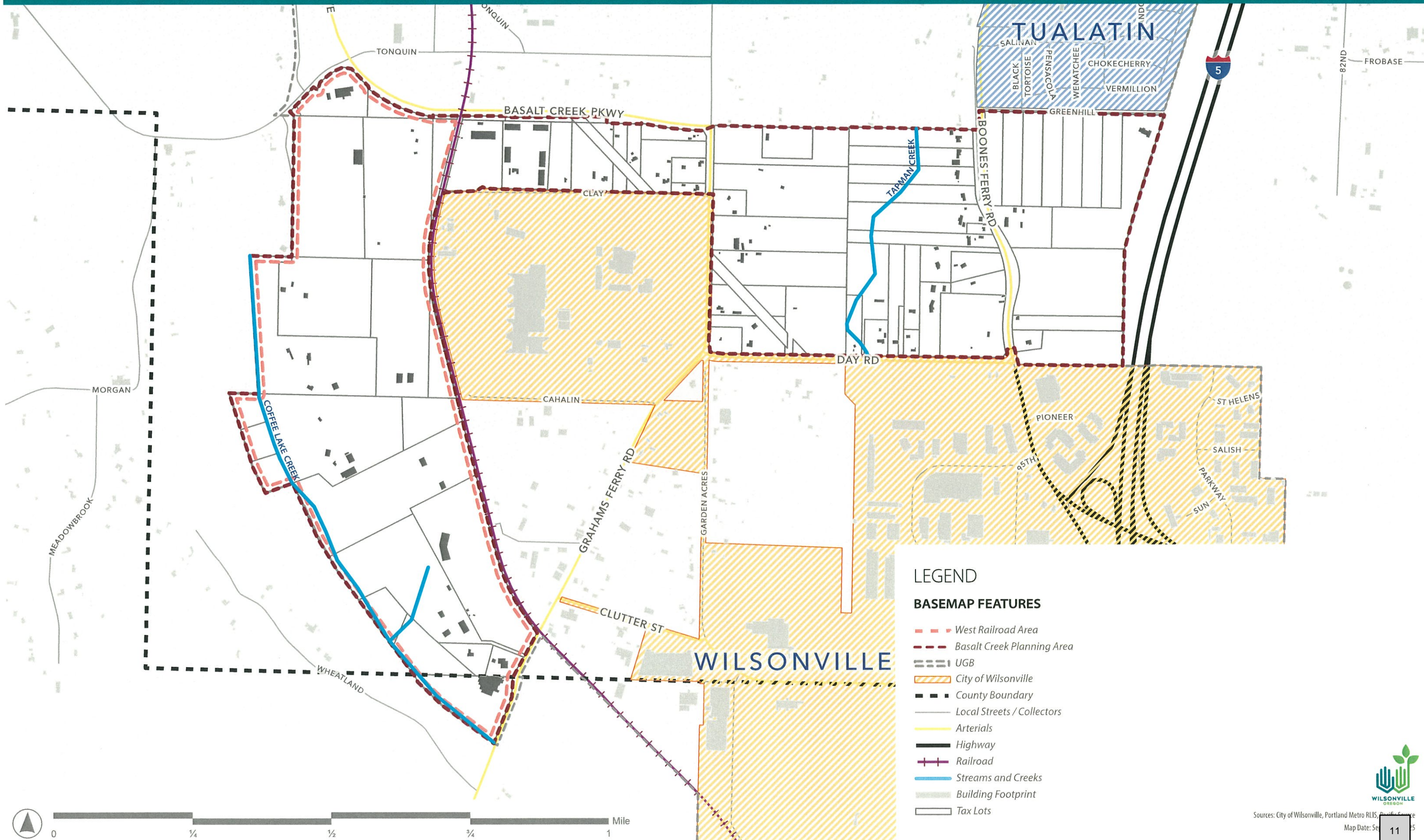
1. Basalt Creek Concept Plan Map
2. West Railroad Context Maps

Basalt Creek Concept Plan Map

Item A.

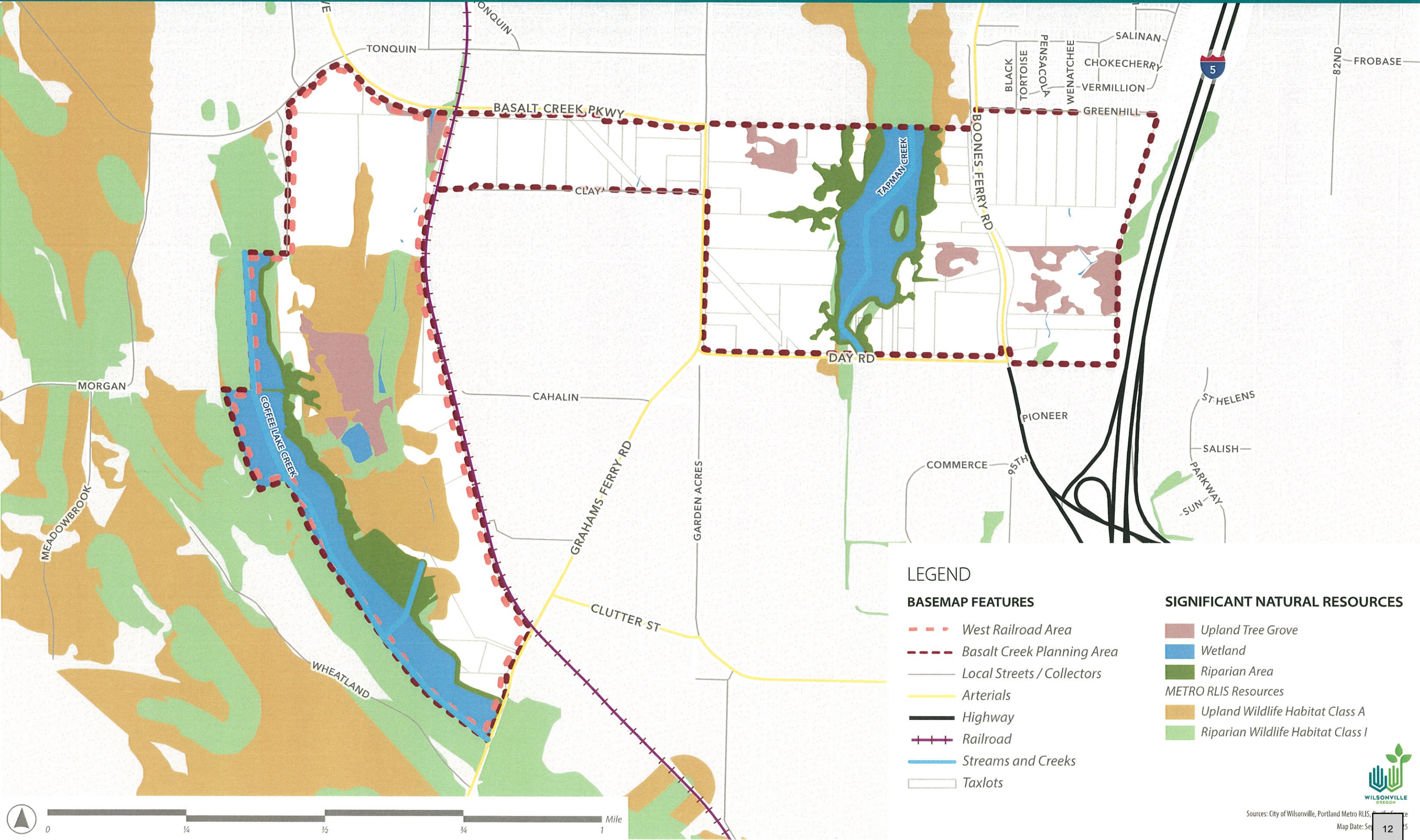


Project Area



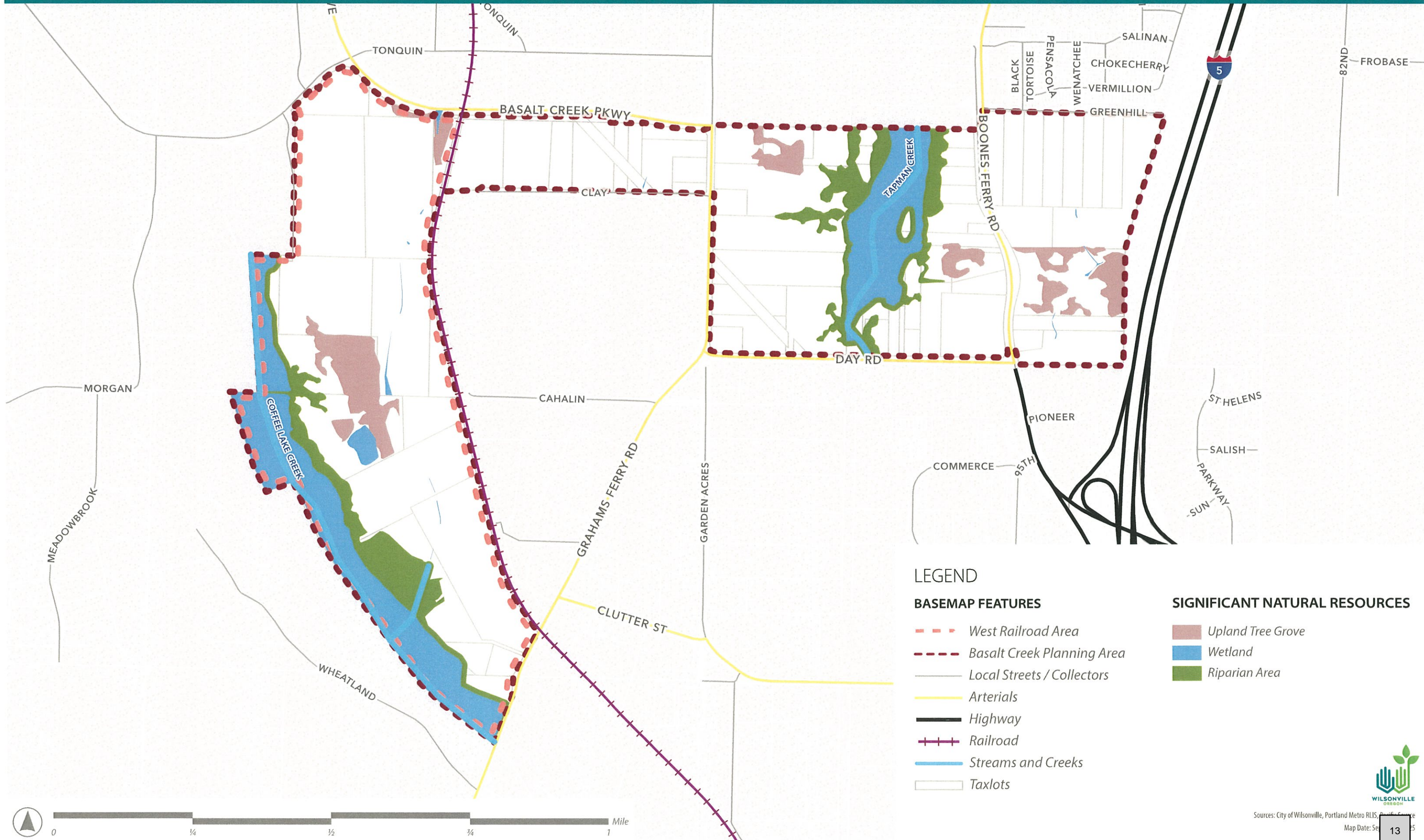
Natural Resource Constraints

Metro RLIS and Pacific Habitat Services (2024) Mapping

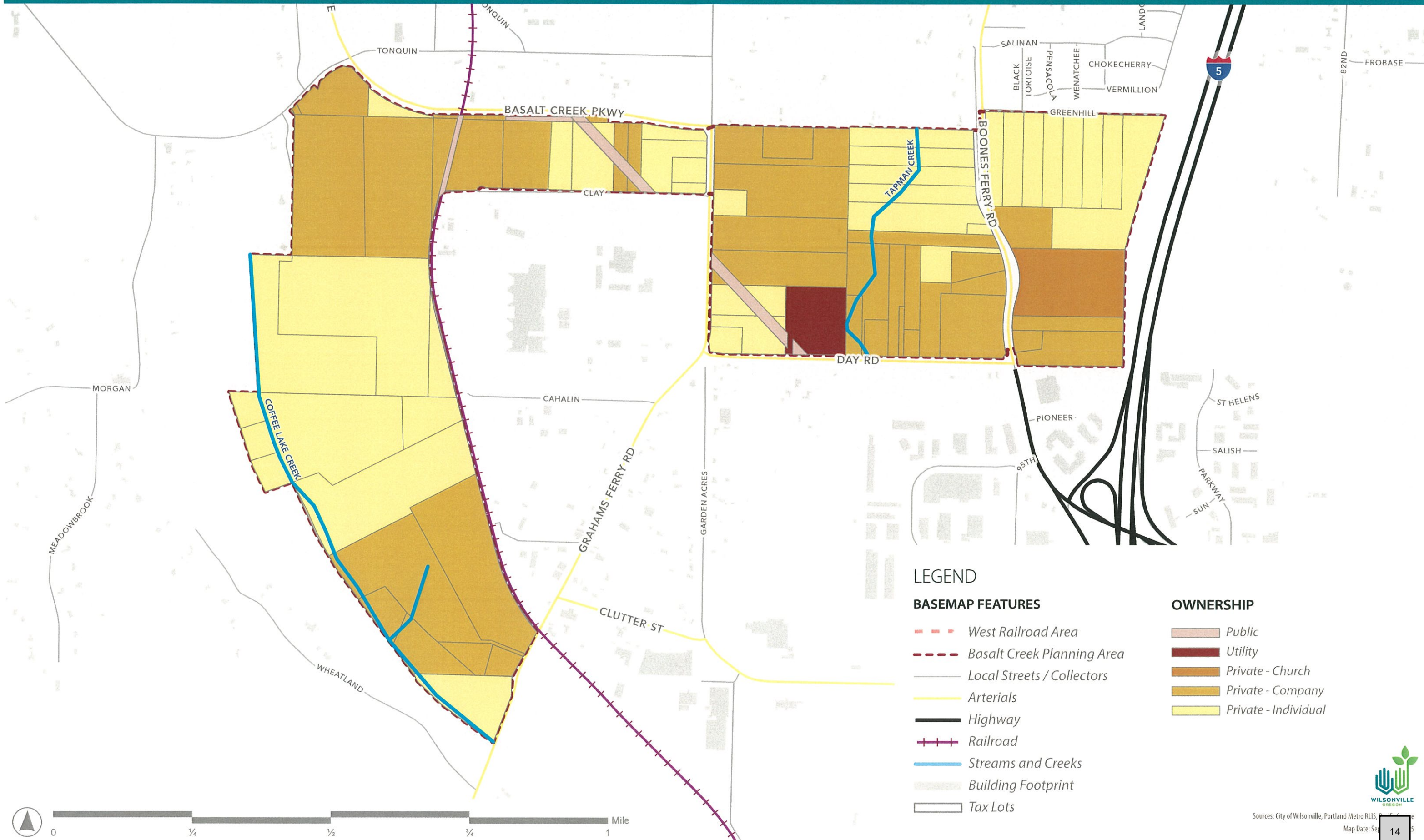


Natural Resource Constraints

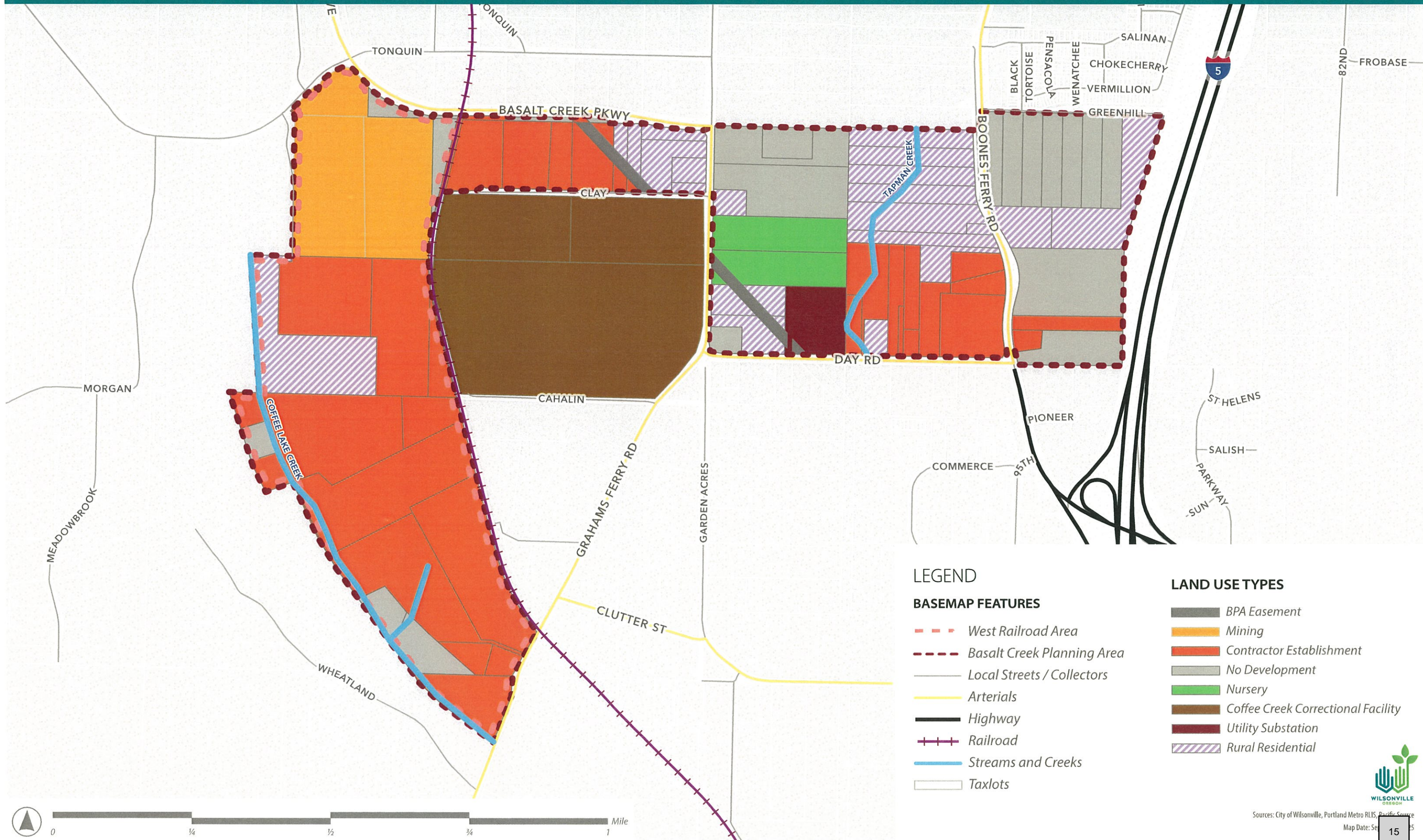
Pacific Habitat Services (2024) Mapping Only



Ownership

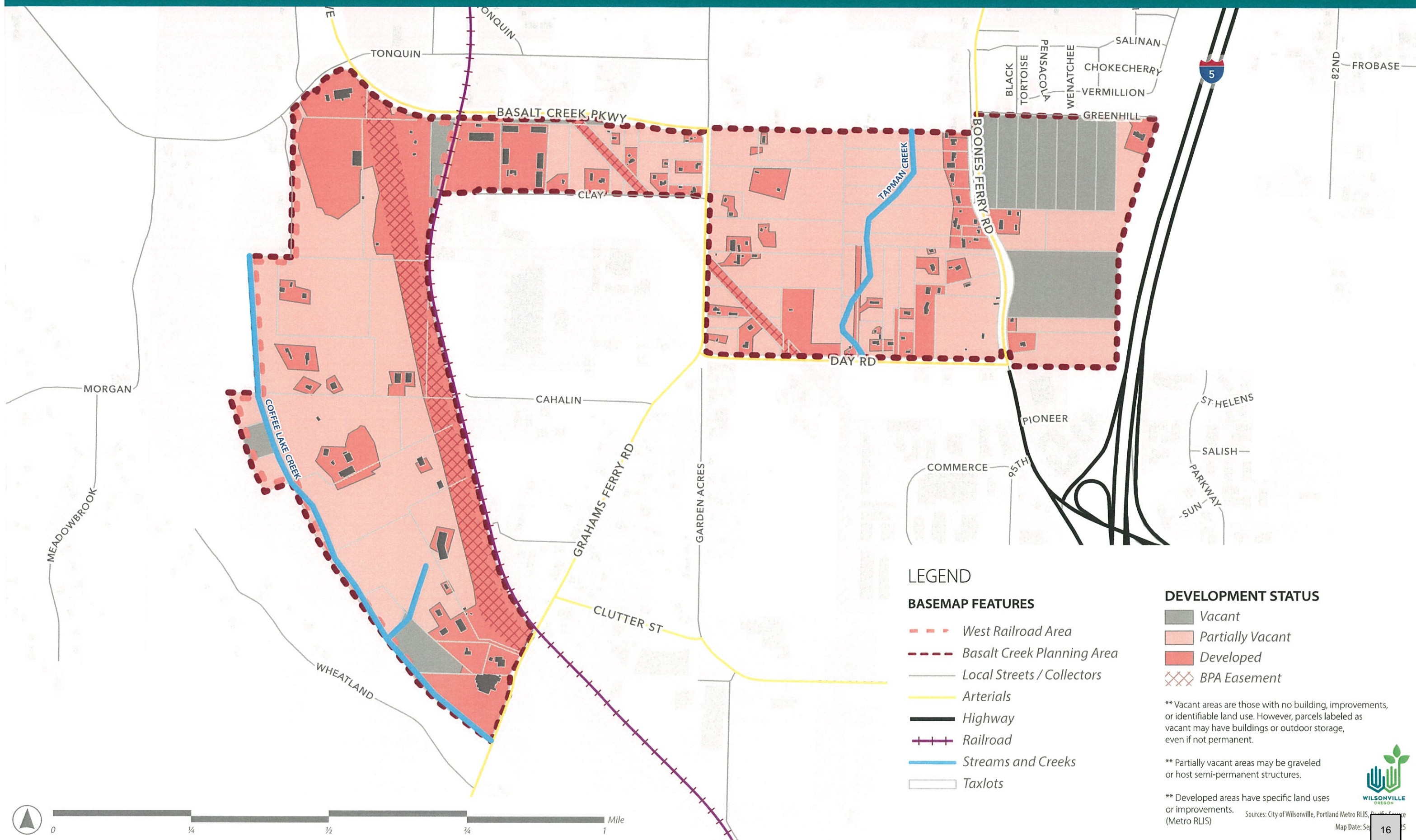


Land Use Types

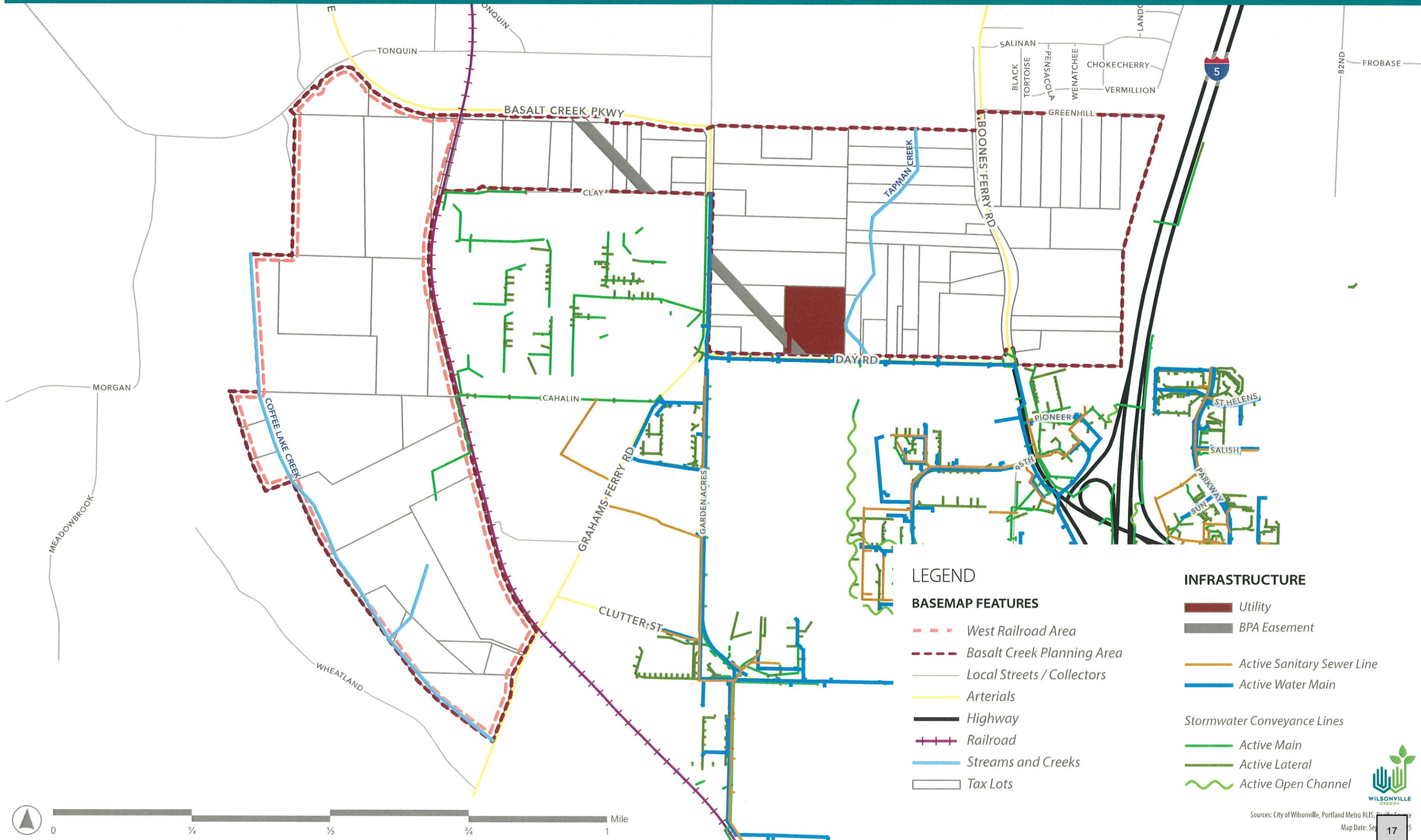


Basalt Creek Planning Area & West Railroad Area Development Status

Item A.



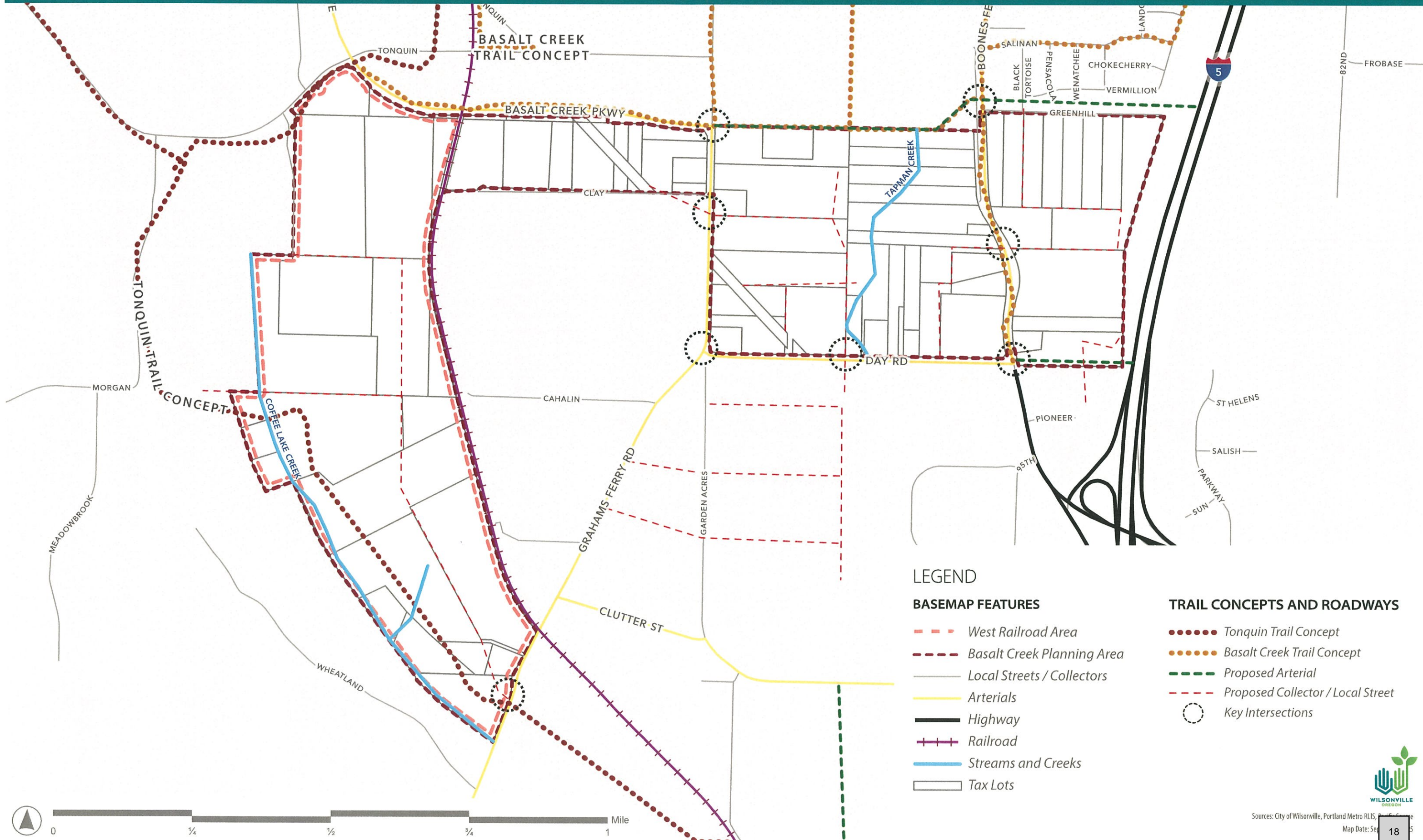
Infrastructure



Basalt Creek Planning Area & West Railroad Area

Trails and Connectivity

Item A.





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 6, 2025		Subject: Resolution No. 3214 Interagency Agreement (IGA) – City and Urban Renewal Agency/Coffee Creek Plan to Lend and Repay \$500,000 Staff Member: Keith Katko, Finance Director Department: Finance Department	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Action provides resources to fund fiscal year 2025-26 Urban Renewal/Coffee Creek Capital Project Fund and is included in the FY 2025-26 Budget.	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City Council action is needed to approve an intergovernmental overnight loan Agreement (IGA) between the City and the Urban Renewal (UR) Agency for \$500,000.

EXECUTIVE SUMMARY:

Under state law for urban renewal (ORS 457.435 and ORS 457.440), tax increment collections may only be spent to pay principal and interest on indebtedness. A General Fund overnight loan to the Urban Renewal (UR) Agency serves to release the tax collections for urban renewal funded capital projects. The overnight loan moves the taxes collected in the debt service fund to the capital fund for use in future projects. This strategic financing arrangement allows the City to save on the expenses associated with outside bonding. While there are not any current year projects, transferring the funds to the capital fund allows for interest earnings to compound in the capital fund for future use for the projects outlined in the Coffee Creek Urban Renewal Plan.

The City's General Fund has the capacity to loan the funds on an overnight basis and the Coffee Creek Plan District will have sufficient cash balances in its debt service fund to allow for repayment. The UR Agency is able to borrow from the City's General Fund provided both the City and Agency agree to the terms of the borrowing and it serves a public purpose. The terms of the borrowing are as follows:

- The City will lends to Agency \$500,000 at the existing Oregon Short Term Fund (LGIP) savings rate at date of overnight loan.
- The overnight loan will take place before fiscal year end (FYE) 2026 and upon collection of adequate UR tax proceeds to pay back the loan the next day. The Agency will repay the amount from tax increment funds on hand the day after receipt of the loan.
- Total borrowing is subordinate to outstanding senior lien debt.

EXPECTED RESULTS:

Authorizing the IGA by the respective Resolution of the City and the UR Agency will provide cash resources of \$500,000 to pay for Coffee Creek related expenses.

TIMELINE:

The IGA anticipates the loan and repayment occurring before FYE 2026; upon collection of adequate UR tax proceeds to pay back the loan the next day.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted fiscal year (FY) 2025-26 UR Agency budget.

COMMUNITY INVOLVEMENT PROCESS:

This loan and the repayment were discussed as part of the adopted FY 2025-26 UR Agency budget.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The borrowing will not directly impact local businesses or neighborhoods, however, the construction projects to be funded will have significant positive impact on both.

ALTERNATIVES:

Engage in borrowing from a financial institution. Using this process would take more time and cost the Urban Renewal Agency significantly more money.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3214
 - A. Intergovernmental Agreement between the City and the Urban Renewal Agency

RESOLUTION NO. 3214**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY PERTAINING TO A SHORT TERM URBAN RENEWAL DEBT FOR THE COFFEE CREEK PLAN DISTRICT FOR THE PURPOSE OF FUNDING THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT BY THE AGENCY.**

WHEREAS, the Urban Renewal Agency of the City of Wilsonville, Oregon (the “Agency”) finds it desirable to authorize an intergovernmental agreement with the City of Wilsonville, Oregon which is to provide short term borrowing proceeds in the amount of \$500,000 for its Coffee Creek Plan District for the construction cost for approved capital projects within the district; and,

WHEREAS, ORS 190.010 provides legal authority for the two entities to enter into a binding intergovernmental agreement (the “Agreement”); and,

WHEREAS, the use of an Agreement is efficient and less costly than other means of obtaining financing for the Agency; and,

WHEREAS, the Coffee Creek Plan District debt service fund has sufficient cash balances to allow for repayment of the amounts borrowed without violation of terms of outstanding senior debt liens.

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

To enter into the Agreement with the Urban Renewal Agency of the City of Wilsonville for the purpose of funding the construction of the public projects and for the receipt and repayment of \$500,000 plus interest at an interest rate set to the Oregon Short Term Fund (LGIP) rate at the date of the overnight. Borrowing will be deposited in the Agency’s capital project fund and repayment will be made from the Agency’s debt service fund. The loan will take place before FYE 2026 upon collection of adequate UR tax proceeds to pay back the loan the next day. A copy of the Loan Agreement is marked as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein

1. To authorize the Agency Director, or designee, to negotiate any and all documents to complete the Agreement and transaction related to the borrowing and repayment.
2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of October, 2025 and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Shevlin

EXHIBIT:

- A. Intergovernmental Agreement between the City and the Urban Renewal Agency

**INTERGOVERNMENTAL LOAN AGREEMENT
IN AN AMOUNT NOT TO EXCEED \$500,000; FROM THE CITY OF WILSONVILLE TO THE URBAN
RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF FUNDING APPROVED
PROJECTS IN THE COFFEE CREEK PLAN**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between the City of Wilsonville, an Oregon municipal corporation (the “City”), and the Urban Renewal Agency of the City of Wilsonville, Oregon, an Oregon quasi-municipal corporation (the “Agency”).

RECITALS

WHEREAS, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

WHEREAS, the Coffee Creek Urban Renewal District (the “District”) was formed with the adoption of the Coffee Creek Urban Renewal Plan on October 17, 2016 via Ordinance No. 796, which set out goals, objectives and projects (the “Projects”) for the District; and

WHEREAS, the Board of the Urban Renewal Agency has determined that a need exists to borrow funds for the Projects, to be repaid with tax increment financing; and

WHEREAS, Oregon Revised Statutes 457 and Oregon Constitution Article IX, Section 1(c) authorize the Urban Renewal Agency to incur debt for the purpose of financing projects of an urban renewal plan, and to repay the debt and related costs with tax increment revenue; and

WHEREAS, the City of Wilsonville has approved a maximum indebtedness for the District of \$67,000,000. The Agency has previously issued \$4,800,000 of long- and short-term indebtedness that is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the District to which the maximum indebtedness limitation applies. As a result, the Agency has \$62,200,000 of capacity (before issuance of the referenced borrowing of this Agreement) to incur indebtedness for the District, and

WHEREAS, ORS 294.468 authorizes a municipality to lend unrestricted money from its general fund to other funds of the municipal corporation if authorized by resolution of the governing body, and

WHEREAS, the City and Agency have determined that financing the Projects through an intergovernmental agreement, as allowed by ORS 190.010 *et seq.*, is more cost efficient than external financing methods, is financially feasible, and is in the best interest of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This Agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

Section 2: Delegation. The Designated Representatives, or a person(s) assigned by the Designated Representatives, may, on behalf of the City or Agency, act without further action by the Council, to establish the final principal amounts.

Section 3: Duties of the City. The City shall authorize all actions and execute all documents necessary or desirable to loan up to \$500,000 from the City's General Fund to the Agency's capital project funds as delineated in Section 5, and comply with the laws of the State of Oregon, including the terms and conditions contained within this Agreement. The Agency shall reimburse the City for its expenses incurred in the performance of this Agreement.

Section 4: Duties of the Agency. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loan, authorize repayment of the loan under the terms and conditions stated herein, and comply with the laws of the State of Oregon and applicable Urban Renewal Plan(s). The Agency shall be responsible for its expenses incurred in the performance of this Agreement and of its activities contemplated herein.

Section 5: Loan Terms. The Loan shall be made from the City's General Fund to the Agency's Coffee Creek Plan Capital Improvement Fund in the principal amount of \$500,000 on or before June 29, 2026. Interest on the loan, at a rate equal to the Oregon Short-Term Bond fund (LGIP) savings rate at date of the overnight loan shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by the District not later than June 30, 2026.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$500,000 in exchange for the Agency's obligation to repay the loan solely from the tax increment revenues of the corresponding urban renewal districts. The lien of this pledge shall be subordinate to the lien of any currently outstanding senior lien bonds and to any requirement to fund or maintain debt service funds, reserve funds or similar funds or as part of minimum balances or similar requirements for those senior lien bonds.

Section 7: Indemnification. Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify and hold each other, its officers, agents and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

Section 8: Modification. This Agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 9: Waiver. No provision of this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

Section 10: Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term and provision held to be invalid.

Section 11: Designated Representative. The City authorizes the City Manager or the City Manager's designee to act on behalf of the City under this Agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director's designee to act on behalf of the Agency under this Agreement.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF WILSONVILLE

Bryan Cosgrove
City Manager of the City of Wilsonville, Oregon

Date

URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, OREGON

Bryan Cosgrove
Executive Director of the Urban Renewal
Agency of the City of Wilsonville, Oregon

Date



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 6, 2025	Subject: Resolution 3216 Authorizing City Manager to execute a construction contract with Northstar Electrical Contractors, Inc. to provide services for the Street Lighting LED Conversion Phase 4 project (CIP #4722) Staff Member: Martin Montalvo, Operations Manager Department: Public Works	
Action Required <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the public bid process and awarding a construction contract to Northstar Electrical Contractors, Inc. in the amount of \$753,478.00 for services for the Street Lighting LED Conversion Phase 4 Project (CIP #4722).

EXECUTIVE SUMMARY:

In pursuit of energy conservation and cost savings, the City desires to convert existing streetlights from the older, traditional sodium vapor lights to new long-lasting, energy-saving LED street lights. The conversion process will reduce the City's annual energy consumption cost associated with these lights by an average of 66% for the new LED lights.

Phase 1, completed in December 2021 focused on conversion of 932 roadway lights on Arterial and Collector class roadways. Phase 2 converted 758 residential streetlights within the following neighborhoods: Ash Meadows, Brenchley Estates, Charbonneau, Courtside Estates, Foxchase, Montebello, Morey's Landing, Park at Merryfield, Renaissance at Canyon Creek, Rivergreen and Wilsonville Meadows. Phase 3 converted 335 residential streetlights within the following neighborhoods: Arbor Crossing, Canyon Creek Estates, Canyon Creek Meadows, Copper Creek, Cross Creek, Daydream River Estates, Hazelwood, Landover, Old Town, Renaissance at Canyon Creek, and River Estates.

On September 11, 2025, the City issued a Request for Bids from qualified contractors to convert the residential lights identified in Phase 4 to energy efficient LED lighting. This phase will replace the 75 individual streetlights within 24 signalized intersections of the city. Additionally, the project will replace 441 lights within the Villebois neighborhood.

The City received five responsive bids for the project. The Low Responsive Bid was from Northstar Electrical Contractors, Inc. in the amount of \$753,478.00.

EXPECTED RESULTS:

By executing this construction contract with Northstar Electrical Contractors, Inc. the City will reduce its overall energy cost associated with street lighting.

TIMELINE: December 31, 2025, is the project completion deadline.

CURRENT YEAR BUDGET IMPACTS: Funding for project is included in the fiscal year (FY) 2025-26 capital improvement project (CIP) budget.

COMMUNITY INVOLVEMENT PROCESS: Communications staff and design consultants will be advising affected communities as to the construction impacts 30 days prior to change out with a targeted social media campaign. The City has created an interactive map on our website that will allow residents to confirm if they are one of the targeted areas.

<https://experience.arcgis.com/experience/fa868bf318c54c21b012551be3a3422b>

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

By executing the contract, the City can decrease its overall energy consumption related to street lights.

ALTERNATIVES:

Reject the construction contract as proposed and delay the conversion and update of the City's

lighting system.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3216
 - A. Construction Contract for Street Lighting LED Conversion Phase 4 Project (CIP#4722)

RESOLUTION NO. 3216**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTHSTAR ELECTRICAL CONTRACTORS, INC. TO CONSTRUCT STREET LIGHTING LED CONVERSION – PHASE 4 PROJECT (CIP #4722)**

WHEREAS, the City of Wilsonville (City) owns and is responsible for the overall street lighting network; and

WHEREAS, the City wishes to improve the overall street lighting system with more energy efficient LED lighting; and

WHEREAS, the City issued a formal invitation to bid for this project in conformance with State of Oregon Public Contracting Laws and Regulations and the City of Wilsonville Code; and

WHEREAS, Northstar Electrical Contractors, Inc. was selected as the lowest responsive responsible bidder.

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

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

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Northstar Electrical Contractors, Inc. for a not-to-exceed amount of \$753,478.00, which is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of October, 2025, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

A. Construction Contract for Street Lighting LED Conversion Phase 4 Project (CIP#4722)

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Street Lighting LED Conversions Phase 4 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 **NorthStar Electrical Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Street Lighting LED Conversions Phase 4 Project, dated August 11, 2025, 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 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 furnish all labor, equipment, materials, and supervision related to the replacement of street lighting fixtures and poles, and perform all other incidental 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 December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than November 30, 2025, and at Final Completion by December 31, 2025. See **Section 25** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed SEVEN HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS (\$753,478.00) 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. Contractor’s unit pricing is more particularly described in the Contract Documents.

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

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

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

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

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

Section 6. Prevailing Wages

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

all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

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

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

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

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written

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

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

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

Section 15. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 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 **Section 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 **Sections 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. 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.

17.2. 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.

17.3. 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.

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

Section 18. Indemnity

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

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

Section 19. Insurance

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

19.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property

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

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

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

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

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

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

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

Section 20. Bonding Requirements

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

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

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

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

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within two (2) years following the date of

completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 28**, 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, 17.4, 18, 21, 22.2, 25, 27, 28, 29, 30, and 31** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 22**. Contractor shall surrender to the City items of Work, or portions thereof, for which Consultant has received payment or the City has made payment.

Section 24. Suspension of Work

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

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

25.1. Contractor's Project Manager and the City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("Punch List") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the street lighting is fully functional and may be utilized and ready to use, with only minor Punch List items remaining that do not significantly impact public or street 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 November 30, 2025 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 **Sections 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 Fifty Dollars (\$450.00)** *[amount calculated per Special Provision 00180.85(b)(1)]* for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the Punch List by the Final Completion date of December 31, 2025, or any written extension thereof granted by the City, Contractor shall pay the City **Nine Hundred Dollars (\$900.00)** *[amount calculated per Special Provision 00180.85(b)(1)]* for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 26. Contract Modification; Change Orders

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

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

Section 27. Dispute Resolution

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

Section 28. Access to Records

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

Section 29. Property of the City

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

Section 30. Notices

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

To City:	City of Wilsonville Attn: Martin Montalvo, Public Works Operations Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Contractor: NorthStar Electrical Contractors Inc.____
 Attn: Jesse Culp
 11055 SW Clay Street_____
 Sherwood, OR 97140

Section 31. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

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

CONTRACTOR:

CITY:

NORTHSTAR ELECTRICAL CONTRACTORS INC. CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel



CITY COUNCIL MINUTES

September 04, 2025, at 7:00 PM

Wilsonville City Hall

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, September 4, 2025. The Mayor called the meeting to order at 7:11 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT

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

STAFF PRESENT:

Amanda Guile-Hinman, City Attorney
 Bryan Cosgrove, City Manager
 Cricket Jones, Finance Operations Supervisor
 Jeanna Troha, Assistant City Manager
 Kerry Rappold, Natural Resources Manager
 Kimberly Veliz, City Recorder
 Tommy Reeder, Parks Maintenance Specialist
 Zach Weigel, City Engineer
 Zoe Mombert, Assistant to the City Manager

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

Motion: Moved to approve the following order of agenda.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

3. Upcoming Meetings

School Back in Session

- The Mayor reminded school was back in session and vacations were winding down, but sports, clubs, and other activities were in full swing.
- The audience was reminded to drive safely and watch out for kids and school zones.

Council Goal

- The Mayor spoke about the City Council Goal to build trust through better communication and engagement.
- He noted that meant engaging the community on the urban renewal infrastructure funding, creating a town centered communications strategy, and improving online tools so more residents can connect with the City.
- The Mayor shared progress was being made towards this goal and as a part of the effort each member of City Council met with CFM Advocates, to share their thoughts and ideas.
- Moving forward there would be three focus groups, proponents, opponents and neutral.

Tour with Representative Rieke Smith

- Mid-August 2025 State Representative Sue Rieke Smith, joined City staff on a tour of the following:
 - SMART's operations facility to highlight the City's outstanding public transit system and our transition to a clean fuels fleet.
 - Vuela, the transit-oriented affordable housing development currently under construction.
 - The Wastewater Treatment Facility and the constrained site that they must operate on while maintaining state and federal rules for handling wastewater.
 - Town Center to provide an overview of the community-driven 2019 Town Center Plan, including the pedestrian bridge over I-5.
 - Coffee Creek and Basalt Creek showcase Wilsonville's employment lands and opportunities for creating living wage jobs.
- Representative Rieke Smith was appreciative of the tour and there is no replacement for seeing something with your own eyes, so this will help Wilsonville as we tell our story and make policy proposals in Salem.

Senator Woods Memorial

- On August 13, 2025, the City held a memorial for the late State Senator Aaron Woods in Town Center Park to recognize his significant contributions to the City of Wilsonville and the State of Oregon. Speakers included State Senator Courtney Neron Misslin, former Mayors Tim Knapp and Julie Fitzgerald, Clackamas Community College President Tim Cook, and other community leaders.
- The event was well-attended by community members, and several members of Aaron's family traveling in for the service and dedication of a park bench in his memory.

Oregon Mayor's Association (OMA) Conference

- Mid-August 2025 the Mayor attended the Oregon Mayor's Association Conference in Baker City. It was an opportunity for mayors across the state of Oregon to come together and share best practices and discuss shared challenges.
- Regardless of size, urban versus rural, coast or far east, cities in Oregon have common issues, including the need for more housing at all affordability levels, the desire for good jobs and healthy communities, and an interest in protecting our local autonomy and individual character that makes our cities unique.

Portland General Electric (PGE) Open House

- The Mayor attended along with Councilors Dunwell and Cunningham PGE's August 19, 2025, open house at Clackamas Community College.

Boone Bridge Progress Meeting

- The Boone Bridge Seismic Resiliency Project is the City of Wilsonville's prime legislative priority. Thanks to the efforts of State Senator Courtney Neron Misslin, the Legislature recently approved \$1 million dollars for preliminary work that will inform the eventual engineering and design of a new bridge.
- The Mayor joined Senator Neron Misslin, Representative Rieke Smith, staff from Congresswoman Salinas' office, Oregon Department of Transportation Director Kris Strickler and other ODOT staff, and City of Wilsonville representatives at a meeting to discuss how to efficiently and effectively use that \$1 million of secured funding and opportunities to seek additional resources. ODOT recommended conducting a geotechnical study, which tells engineers what soil and rock conditions are like underground, which the group supported.
- There also was energy around developing a larger coalition of supporters from the community and private sector who can help tell the story of the Boone Bridge and why it is a project of statewide significance.

Wilsonville Rotary Club

- On August 7, 2025, the Mayor attended the last Rotary concert of the year.
- In addition, the Mayor shared he had been invited to speak at a Rotary meeting about the City Council Goals.

Legislative Special Session

- Beginning Friday, August 29, 2025, the Legislature convened a special session to discuss transportation funding. The effort, led by Governor Kotek, seeks to backfill operations and maintenance funding for ODOT as revenue from the gas tax declines because of fuel-efficient vehicles.
- The proposal raises the gas tax and other fees, including extra fees on fully electric and highly efficient vehicles and sets in motion a transition to a road user charge where people pay to support our road system based on miles traveled rather than fuel efficiency, leveling the playing field.
- It also temporarily doubles the 0.1% payroll tax that funds transit to 0.2% until January 1, 2028. SMART would receive additional funds to support new vehicles, service enhancements, and other benefits.
- Following two public hearings totaling around six hours and thousands of written comments submitted, the Oregon House passed the transportation proposal over Labor Day weekend. The bill was now awaiting action in the Senate, which was delayed until September 17, 2025.

City Council Meeting

- Next City Council meeting was scheduled for Monday, September 15, 2025.

COMMUNICATIONS

4. Wilsonville Community Sharing Update

Cricket Jones, Finance Operations Supervisor, added to the Mayor's introduction of Leigh Crosby, Executive Director of Wilsonville Community Sharing, and Jerri Bohard, President of the Wilsonville Community Sharing (WCS) Board. The duo then gave an update on WCS work supporting community members who need temporary help getting a nutritious meal for their family or with other basic needs like utility bills. The PowerPoint displayed has been added to the record.

Following the presentation Council appreciated the organization for all the work they do to support the community.

5. Watching Wilsonville Wildlife - CEP

Kerry Rappold, Natural Resources Manager, presented on the Watching Wilsonville Wildlife – Community Enhancement Program (CEP) funded through a Metro Community Enhancement Grant. The PowerPoint displayed has been added to the record.

The Natural Resources Manager explained that wildlife monitoring began with the Boeckman Road project, which created wildlife crossing structures to mitigate the impact of roads on a major wildlife corridor. The City applied the knowledge from the Boeckman Road crossing to create the Kinsman Road crossing and in 2023 expanded to a citywide program distributing wildlife cameras throughout Wilsonville.

Staff explained the program documented the biodiversity of wildlife in Wilsonville and monitors how animals use wildlife passages and corridors. Council was shown photos and videos captured by the cameras.

The Natural Resources Manager highlighted that the program helped staff understand wildlife preferences, behaviors, and habitat needs, which assists in preservation efforts as development continues. It was noted that cameras were placed at local schools to incorporate wildlife education into curricula, allowing students to see what wildlife exists in their immediate surroundings.

Council comments followed staff's presentation.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

The following individuals provided public comment:

- Elizabeth Peters
- Bill Bagnall
- Liz Ciz
- Susan Reep
- Mary Rooney

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Berry

Council President Berry provided a detailed report on the following items:

- City of Wilsonville Employee Picnic on August 27, 2025
- Mayor's presentation at the Wilsonville Rotary meeting on August 28, 2025
- Tourism Promotion Committee on September 3, 2025
- Wilsonville Chamber of Commerce Spark meeting on September 10, 2025
- Tourism Accessibility Training on October 3, 2025

In addition to the above events the Council President highlighted the Boones Ferry Messenger, recommending an article titled *"What is the City doing about all of the vacant Wilsonville businesses?"*

7. Councilor Dunwell

Councilor Dunwell restated her comments made in Work Session regarding the importance of fiscal responsibility and quality of life, stating that while she supports DEI (Diversity, Equity, and Inclusion), she does not consider it the City's "North Star". The Councilor emphasized continuing to focus on both quality of life and fiscal responsibility.

8. Councilor Cunningham

Councilor Cunningham provided a detailed report on the following items:

- Neighborhood Night Out on August 5, 2025
- Human Trafficking presentation on August 5, 2025
- Peer Support Specialist interviews on August 6 and 8, 2025
- Boones Ferry Days discussion on August 18, 2025
- PGE Open House on August 19, 2025
- Party in the Park August 21, 2025
- Wilsonville High School Football Game September 5, 2025

9. Councilor Shevlin

Councilor Shevlin provided a detailed report on the following items:

- Through A Child's Eyes (TACE) on August 10, 2025
- Former Senator Aaron Woods Memorial Service on August 13, 2025
- City of Wilsonville Employee Picnic on August 27, 2025
- Party in the Park August 21, 2025
- Diversity, Equity and Inclusion(DEI) Cultural Calendar
 - Hispanic Heritage Month was September 15, 2025, through October 15, 2025
 - Rosh Hashanah was September 22 through 24, 2025
 - Yom Kippur was observed on October 1 and 2, 2025
- Emergency Preparedness Fair on September 20, 2025
- Shred Day on October 4, 2025
- Coffee meetings with constituents on going.

CONSENT AGENDA

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

10. **Resolution No. 3212**

A Resolution Of The City Of Wilsonville Supporting An Application With The Oregon Department Of Land Conservation And Development (DLCD) For A 2025-2027 Housing Planning Assistance Grant For The Housing Statutory Compliance Project.

11. Minutes of August 4, 2025, City Council Meeting.

Motion: Moved to approve the Consent Agenda.

Motion made by Councilor Berry, Seconded by Councilor Cunningham.

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager reported that the request for proposals (RFP) for search firms to assist with hiring a new city manager closed earlier in the day at 5:00 p.m. The City Manager explained that Human Resources Manager would soon send City Council proposals and a criteria ranking form. In addition, City Council could decide whether to interview firms or select based on the submissions.

The City Manager explained he created the Town Center focus group signup form just before the Party in the Park event to capture names of interested participants. The City Manager clarified the logistics of the process for focus groups had not yet been established. However, he anticipated the focus groups would be held in mid-October 2025. Those interested in taking part of the focus groups were encouraged to reach out to the City Manager and he would pass the information along to the consultants.

Lastly, the City Manager announced he would be absent from the September 15, 2025, City Council meeting as he would be celebrating his 62nd birthday with his son in Central Oregon.

LEGAL BUSINESS

The City Attorney announced that the community questionnaire on RV and abandoned vehicle code enforcement was live on Let's Talk Wilsonville through October 5, 2025, with over forty responses already received.

The City Attorney reported that the City has signed on to two additional opioid settlements: the Purdue Pharma bankruptcy and Sackler family direct settlement (approximately \$66 million to Oregon) and a settlement with eight secondary manufacturers (approximately \$10 million to Oregon). These funds would help support the peer support specialist position.

ADJOURN

The Mayor adjourned the meeting at 8:43 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 6, 2025		Subject: Resolution No. 3211 Supplemental Budget Adjustment Staff Member: Keith Katko, Finance Director Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: October 6, 2025 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommend Council adopt Resolution No. 3211.			
Recommended Language for Motion: I move to adopt Resolution No. 3211.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the fiscal year 2025-2026 budget year.

EXECUTIVE SUMMARY:

Oregon budget law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A special hearing must be held to discuss and adopt the supplemental budget. The governing body holds a public hearing although the budget committee is not required to be involved. Public notice of the hearing must be published 5 to 30 days before the hearing. The governing body enacts a resolution to adopt the supplemental budget after the hearing. This budget supplemental includes:

Capital Improvement Project (CIP) Rollovers	\$12,426,664
Other (Non-CIP) Rollovers	\$ 1,400,643
New Requests	<u>\$ 1,630,000</u>
	<u>\$15,457,307</u>

- (1) **CIP Rollovers**: Re-appropriation of funds for ongoing, multi-year capital projects tied to Council-approved contracts. While total contract amounts remain unchanged, this budget supplement rolls unspent funds from the prior fiscal year to cover work timing differences. The request includes \$11,751,784 in direct costs and \$674,880 in overhead, as detailed in Attachment #1.
- (2) **Non-CIP Rollovers**: Re-appropriation of \$1,400,643 from the prior fiscal year for non-CIP projects that were started but not completed in that fiscal year, including:
 - a. Water Operations Fund: \$1,335,643 / Machinery and Equipment. For projects including corrosion monitoring system; paint and carpet in Water Administration Building; polymert system upgrade; access control/surveillance; main gate replacement; chain link fence.
 - b. Sewer Operations Fund: \$65,000 / Permit and Best Practices Agreement Update.
- (3) **New Requests**: Unanticipated additions of \$1,630,000 including:
 - a. Water CIP: \$1,000,000 / Water Treatment Plant Operation and Maintenance Agreement. This funding supports an Owner's Representative, with legal counsel, to guide the City in selecting and contracting a vendor to operate and maintain the Water Treatment Plant (WTP). The representative will act as a technical and strategic advisor developing procurement documents, overseeing a fair and compliant selection process, evaluating proposals, aiding negotiations, and supporting the operator transition. The goal is to protect the City's interests, minimize risk, and ensure efficient, reliable plant operations. Funded by the Water Operations Fund.
 - b. Water CIP: \$155,000 / Outbuilding roof at WTP - Funded by Water Operations Fund.
 - c. Parks CIP: \$350,000 / Town Center Park water feature – Funded by General Fund.
 - d. Parks CIP: \$100,000 / Shelter repair: \$100,000 – Funded by General Fund.
 - e. Community Development (CD) Fund: \$15,000 / Willamette River restoration contract.
 - f. Sewer Operating Fund: \$10,000 / Association of Clean Water Association (ACWA) Biosolid study related to polyfluoroalkyl substances (PFAS) also known as forever chemicals.

EXPECTED RESULTS:

The supplemental budget adjustment adopted by the Council at a regularly scheduled meeting.

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman on September 24, 2025. The adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2026.

CURRENT YEAR BUDGET IMPACTS:

See details outlined in Exhibit A.

COMMUNITY INVOLVEMENT PROCESS:

The public hearing will be held on October 6, 2025, as a part of the adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess expenditures over appropriations in the Annual Comprehensive Financial Report (ACFR).

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. CIP Rollover Supplemental Budget Adjustments
2. Resolution No. 3211
 - A. Exhibit A - Need, Purpose and Amount: Detail by Fund & Category

ATTACHMENT #1 - CIP ROLLOVER SUPPLEMENTAL BUDGET ADJUSTMENTS

FUND	CIP#	CIP Description	Direct	Overhead
Water CIP	1144	WTP 20 MGD Expansion	464,632	30,232
Water CIP	1149	West Side Level B Reservoir	1,669,356	83,468
Water CIP	1150	Automated Valve at Tooze/Westfall	44,357	2,218
Water CIP	1151	Elligsen West Tank - Add High Altitude Valve	93,150	4,658
Water CIP	1152	Elligsen Reservoir Fall Protection	12,814	641
Water CIP	1153	Reservoir Security Improvements AWIA	63,086	3,154
Water CIP	1154	Water Distribution System Master Plan	196,441	44,822
Water CIP	1156	Basalt Creek Parkway Water Line	5,400	1,665
Water CIP	1158	Stafford Road Water Extension	94,832	7,242
Sewer CIP	2066	Sewer Rate and SDC Study Update	29,391	5,737
Sewer CIP	2109	WWTP UV Disinfection Replacement	147,505	42,375
Sewer CIP	2111	Stafford Road Sewer Extension	95,785	7,289
Road CIP	3000	Basalt Creek Planning	84,495	43,252
Road CIP	3007	Climate Action Plan	10,000	-
Road CIP	4014	Street Maintenance	656,267	32,813
Road CIP	4118	Signal Improvements	51,206	7,560
Road CIP	4205	Boeckman Road Street Improvements	455,590	22,779
Road CIP	4212	Boeckman Dip Bridge	1,143,792	35,000
Road CIP	4218	French Prairie Road Pathway	98,159	31,841
Road CIP	4219	Stafford Road Improvements	929,534	46,477
Road CIP	4717	Pedestrian Enhancements	297,718	29,886
Road CIP	4722	LED Street Light Conversion	577,977	-
Storm CIP	7048	Annual Stormwater Miscellaneous Improvements	28,571	1,429
Storm CIP	7054	Gesellschaft Water Well Channel Restoration	8,831	442
Storm CIP	7059	Stormwater Rate and SDC Study	29,391	4,089
Storm CIP	7068	Boeckman Creek Flow Mitigation	319,421	15,971
Storm CIP	7070	Boeckman Creek Flow Monitoring	55,706	10,785
Facilities CIP	8093	Fiber Connectivity Project	375,000	-
Facilities CIP	8106	Annual City Facilities Repairs	25,000	-
Facilities CIP	8129	Security Access System	100,000	-
Facilities CIP	8148	SMART Yard Expansion	352,998	17,650
Facilities CIP	8151	Facility Parking Lot Repairs	138,000	-
Facilities CIP	8159	Charbonneau Well House Improvements	326,803	-
Facilities CIP	8161	Community Center Siding Repair	314,395	-
Facilities CIP	8164	Library Patio Fencing	33,000	-
Facilities CIP	8166	Police Building Seismic Rehab	40,493	-
Facilities CIP	8167	Facility LED Lighting Conversion	225,000	-
Parks CIP	9150	Boeckman Creek Regional Trail South	28,095	1,405
Parks CIP	9152	Annual Play Structure Replacement	58,029	-
Parks CIP	9172	Annual - Interpretative Panel Repairs	2,130	-
Parks CIP	9174	Parks and Green Spaces ADA Implementation	79,779	-
Parks CIP	9175	Frog Pond West Neighborhood Park	1,750,000	100,000
Parks CIP	9179	Annual Urban Forest Climate Resilience	93,415	30,000
Parks CIP	9180	Parks Infrastructure Fee Study	20,000	-
Parks CIP	9181	Natural Areas Management Plan	25,000	10,000
Parks CIP	9183	Public Art	101,240	-
			<u>\$ 11,751,784</u>	<u>\$ 674,880</u>

RESOLUTION NO. 3211**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2025-26.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2025-26 by Resolution No. 3200; and

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th of October, 2025, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Dunwell

Councilor Shevlin

Councilor Cunningham

EXHIBIT:

A. Need, Purpose and Amount: Detail by Fund & Category

ATTACHMENT A

NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
110-General Fund			
Resources			
Taxes	\$ 17,528,500	\$ -	\$ 17,528,500
Licenses and permits	171,700	-	171,700
Intergovernmental	3,254,985	-	3,254,985
Charges for services	384,102	-	384,102
Other Revenues	175,650	-	175,650
Fines and forfeitures	180,000	-	180,000
Investment Revenue	531,000	-	531,000
Proceeds of interfund loan	500,000	-	500,000
Transfers in	6,165,827	311,414	6,477,241
Fund balances - beginning	13,501,194	4,500,000	18,001,194
Total Resources	<u>\$ 42,392,958</u>	<u>\$ 4,811,414</u>	<u>\$ 47,204,372</u>
Requirements			
Administration	\$ 2,713,191	\$ -	\$ 2,713,191
Finance	2,247,636	-	2,247,636
Information Technology/GIS	2,021,215	-	2,021,215
Legal	894,710	-	894,710
Human Resources and Risk Management	1,390,650	-	1,390,650
Public Works Administration	1,178,310	-	1,178,310
Facilities	2,315,294	-	2,315,294
Parks Maintenance	2,964,012	-	2,964,012
Parks & Recreation	2,245,194	-	2,245,194
Library	3,047,236	-	3,047,236
Law/Code Enforcement	7,450,424	-	7,450,424
Municipal Court	254,570	-	254,570
Transfers to Other Funds	4,049,122	2,500,536	6,549,658
Contingency	5,332,394	2,310,878	7,643,272
Unappropriated	4,289,000	-	4,289,000
Total Requirements	<u>\$ 42,392,958</u>	<u>\$ 4,811,414</u>	<u>\$ 47,204,372</u>

Resource increases are due to overhead from capital improvement project (CIP) changes. Also recognizes unspent budget authority relating to CIPs from FY 2024-25 as well as adjusts for beginning fund balance.

231-Community Development Fund**Resources**

Licenses and permits	\$ 446,718	\$ -	\$ 446,718
Intergovernmental	514,500	84,495	598,995
Charges for services	457,002	-	457,002
Investment Revenue	93,000	-	93,000
Transfers in	4,264,049	363,466	4,627,515
Fund balances - beginning	2,566,468	-	2,566,468
Total Resources	<u>\$ 8,341,737</u>	<u>\$ 447,961</u>	<u>\$ 8,789,698</u>

Requirements

C.D. Administration	\$ 547,690	\$ 15,000	\$ 562,690
Engineering	2,872,890	-	2,872,890
Planning	1,591,930	-	1,591,930
Transfers to Other Funds	1,085,714	84,495	1,170,209
Contingency	1,240,913	348,466	1,589,379
<i>Unappropriated</i>	1,002,600	-	1,002,600
Total Requirements	<u>\$ 8,341,737</u>	<u>\$ 447,961</u>	<u>\$ 8,789,698</u>

Adjustments are due to overhead and funding sources for CIPs, as well as the Willamette Riverbank Restoration contract.

260-Transit Operations Fund**Resources**

Taxes	\$ 6,300,000	\$ -	\$ 6,300,000
Intergovernmental	2,757,000	-	2,757,000
Charges for services	20,000	-	20,000
Investment Revenue	703,000	-	703,000
Other Revenues	16,000	-	16,000
Fund balances - beginning	17,458,746	2,300,000	19,758,746
Total Resources	<u>\$ 27,254,746</u>	<u>\$ 2,300,000</u>	<u>\$ 29,554,746</u>

Requirements

Transit	\$ 9,944,118	\$ -	\$ 9,944,118
Transfers to Other Funds	2,691,600	370,648	3,062,248
Contingency	12,861,728	1,929,352	14,791,080
<i>Unappropriated</i>	1,757,300	-	1,757,300
Total Requirements	<u>\$ 27,254,746</u>	<u>\$ 2,300,000</u>	<u>\$ 29,554,746</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

240-Road Operating Fund			
Resources			
Intergovernmental	\$ 2,181,000	\$ -	\$ 2,181,000
Investment Revenue	26,000	-	26,000
Proceeds of Interfund Loan	469,940	-	469,940
Transfers in	40,000	-	40,000
Fund balances - beginning	753,584	400,393	1,153,977
Total Resources	<u>\$ 3,470,524</u>	<u>\$ 400,393</u>	<u>\$ 3,870,917</u>
Requirements			
Road Operations	\$ 1,407,864	\$ -	\$ 1,407,864
Debt Service	360,000	-	360,000
Transfers to Other Funds	1,020,195	400,393	1,420,588
Contingency	409,765	-	409,765
<i>Unappropriated</i>	272,700	-	272,700
Total Requirements	<u>\$ 3,470,524</u>	<u>\$ 400,393</u>	<u>\$ 3,870,917</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.			
241-Road Maintenance Fund			
Resources			
Charges for services	\$ 2,661,000	\$ -	\$ 2,661,000
Investment Revenue	172,000	-	172,000
Fund balances - beginning	4,302,471	900,000	5,202,471
Total Resources	<u>\$ 7,135,471</u>	<u>\$ 900,000</u>	<u>\$ 8,035,471</u>
Requirements			
Transfers to Other Funds	\$ 2,392,000	\$ 689,080	\$ 3,081,080
Contingency	4,743,471	210,920	4,954,391
Total Requirements	<u>\$ 7,135,471</u>	<u>\$ 900,000</u>	<u>\$ 8,035,471</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.			
510-Water Operating Fund			
Resources			
Charges for services	\$ 10,864,000	\$ -	\$ 10,864,000
Investment Revenue	412,000	-	412,000
Other Revenues	40,000	-	40,000
Fund balances - beginning	10,515,889	3,000,000	13,515,889
Total Resources	<u>\$ 21,831,889</u>	<u>\$ 3,000,000</u>	<u>\$ 24,831,889</u>
Requirements			
Water Distribution	\$ 1,914,912	\$ -	\$ 1,914,912
Water Treatment Plant	4,837,799	1,490,643	6,328,442
Debt Service	375,000	-	375,000
Transfers to Other Funds	2,322,263	1,378,551	3,700,814
Contingency	10,599,201	130,806	10,730,007
<i>Unappropriated</i>	1,782,714	-	1,782,714
Total Requirements	<u>\$ 21,831,889</u>	<u>\$ 3,000,000</u>	<u>\$ 24,831,889</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance. Includes reroofing for outbuilding at WTP and other miscellaneous rollovers.			

520-Sewer Operating Fund			
Resources			
Charges for services	\$ 7,833,000	\$ -	\$ 7,833,000
Investment Revenue	380,000	-	380,000
Other Revenues	31,500	-	31,500
Issuance of Debt	10,500,000	-	10,500,000
Transfers in	600,000	-	600,000
Fund balances - beginning	9,501,164	1,400,000	10,901,164
Total Resources	<u>\$ 28,845,664</u>	<u>\$ 1,400,000</u>	<u>\$ 30,245,664</u>
Requirements			
Wastewater Collections	\$ 1,341,902	\$ 60,290	\$ 1,402,192
Wastewater Treatment Plant	3,937,430	10,000	3,947,430
Debt Service	2,886,000	-	2,886,000
Transfers to Other Funds	13,513,137	310,518	13,823,655
Contingency	6,104,305	1,019,192	7,123,497
<i>Unappropriated</i>	1,062,890	-	1,062,890
Total Requirements	<u>\$ 28,845,664</u>	<u>\$ 1,400,000</u>	<u>\$ 30,245,664</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance. Includes other miscellaneous rollovers.			
550-Street Lighting Operating Fund			
Resources			
Charges for services	\$ 549,000	\$ 10,000	\$ 559,000
Investment Revenue	34,000	-	34,000
Fund balances - beginning	791,605	337,012	1,128,617
Total Resources	<u>\$ 1,374,605</u>	<u>\$ 347,012</u>	<u>\$ 1,721,617</u>
Requirements			
Street Lighting	\$ 367,290	\$ -	\$ 367,290
Transfers to Other Funds	702,850	577,977	1,280,827
<i>Unappropriated</i>	73,500	-	73,500
Total Requirements	<u>\$ 1,374,605</u>	<u>\$ 347,012</u>	<u>\$ 1,721,617</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.			
570-Stormwater Fund			
Resources			
Charges for services	\$ 3,581,000	\$ -	\$ 3,581,000
Investment Revenue	242,000	-	242,000
Fund balances - beginning	6,044,954	850,000	6,894,954
Total Resources	<u>\$ 9,867,954</u>	<u>\$ 850,000</u>	<u>\$ 10,717,954</u>
Requirements			
Stormwater Maintenance	\$ 1,374,824	\$ -	\$ 1,374,824
Debt Service	325,000	-	325,000
Transfers to Other Funds	4,392,135	366,871	4,759,006
Contingency	3,509,995	483,129	3,993,124
<i>Unappropriated</i>	266,000	-	266,000
Total Requirements	<u>\$ 9,867,954</u>	<u>\$ 850,000</u>	<u>\$ 10,717,954</u>
Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.			

515-Water Capital Projects Fund**Resources**

Intergovernmental	\$ 751,089	\$ 164,790	\$ 915,879
Lease Revenue	173,577	-	173,577
Transfers in	3,222,545	3,657,378	6,879,923
Total Resources	<u>\$ 4,147,211</u>	<u>\$ 3,822,168</u>	<u>\$ 7,969,379</u>

Requirements

Capital Projects	\$ 3,319,731	\$ 3,644,068	\$ 6,963,799
Transfers to Other Funds	827,480	178,100	1,005,580
Total Requirements	<u>\$ 4,147,211</u>	<u>\$ 3,822,168</u>	<u>\$ 7,969,379</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources. Includes WTP O&M agreement.

525-Sewer Capital Projects Fund**Resources**

Transfers in	\$ 14,121,384	\$ 328,082	\$ 14,449,466
Total Resources	<u>\$ 14,121,384</u>	<u>\$ 328,082</u>	<u>\$ 14,449,466</u>

Requirements

Capital Projects	\$ 12,985,881	\$ 272,681	\$ 13,258,562
Transfers to Other Funds	1,135,503	55,401	1,190,904
Total Requirements	<u>\$ 14,121,384</u>	<u>\$ 328,082</u>	<u>\$ 14,449,466</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources.

345-Road Capital Projects Fund**Resources**

Intergovernmental	\$ 469,940	\$ 79,577	\$ 549,517
Transfers in	12,597,962	2,913,153	15,511,115
Fund balances - beginning	-	1,561,616	1,561,616
Total Resources	<u>\$ 13,067,902</u>	<u>\$ 4,554,346</u>	<u>\$ 17,622,248</u>

Requirements

Capital Projects	\$ 11,531,377	\$ 4,304,738	\$ 15,836,115
Debt Service	469,940	-	469,940
Transfers to Other Funds	1,066,585	249,608	1,316,193
Total Requirements	<u>\$ 13,067,902</u>	<u>\$ 4,554,346</u>	<u>\$ 17,622,248</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources.

575-Stormwater Capital Projects Fund**Resources**

Transfers in	\$ 4,054,215	\$ 474,636	\$ 4,528,851
Total Resources	<u>\$ 4,054,215</u>	<u>\$ 474,636</u>	<u>\$ 4,528,851</u>

Requirements

Capital Projects	\$ 3,524,515	\$ 441,920	\$ 3,966,435
Transfers to Other Funds	529,700	32,716	562,416
Total Requirements	<u>\$ 4,054,215</u>	<u>\$ 474,636</u>	<u>\$ 4,528,851</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources.

335-Facilities Capital Projects Fund**Resources**

Intergovernmental	\$ 1,534,000	\$ -	\$ 1,534,000
Transfers in	2,835,500	1,948,339	4,783,839
Total Resources	<u>\$ 4,369,500</u>	<u>\$ 1,948,339</u>	<u>\$ 6,317,839</u>

Requirements

Capital Projects	\$ 4,238,300	\$ 1,930,689	\$ 6,168,989
Transfers to Other Funds	131,200	17,650	148,850
Total Requirements	<u>\$ 4,369,500</u>	<u>\$ 1,948,339</u>	<u>\$ 6,317,839</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources.

395-Parks Capital Projects Fund**Resources**

Intergovernmental	\$ 1,208,504	\$ -	\$ 1,208,504
Transfers in	1,820,179	2,749,093	4,569,272
Total Resources	<u>\$ 3,028,683</u>	<u>\$ 2,749,093</u>	<u>\$ 5,777,776</u>

Requirements

Capital Projects	\$ 2,841,283	\$ 2,607,688	\$ 5,448,971
Transfers to Other Funds	187,400	141,405	328,805
Total Requirements	<u>\$ 3,028,683</u>	<u>\$ 2,749,093</u>	<u>\$ 5,777,776</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 and related funding resources. Includes Town Center Water Feature upgrades and Forest and River Shelter repairs.

516-Water Development Charges Fund**Resources**

System Development Charges	\$ 1,000,000	\$ -	\$ 1,000,000
Investment Revenue	65,000	-	65,000
Fund balances - beginning	1,631,280	1,800,000	3,431,280
Total Resources	<u>\$ 2,696,280</u>	<u>\$ 1,800,000</u>	<u>\$ 4,496,280</u>

Requirements

Materials & Services	\$ 14,570	\$ -	\$ 14,570
Debt Service	453,000	-	453,000
Transfers to Other Funds	1,691,894	2,196,596	3,888,490
Reserved for Future Expenditures	536,816	(396,596)	140,220
Total Requirements	<u>\$ 2,696,280</u>	<u>\$ 1,800,000</u>	<u>\$ 4,496,280</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

526-Sewer Development Charges Fund**Resources**

System Development Charges	\$ 1,000,000	\$ -	\$ 1,000,000
Investment Revenue	30,000	-	30,000
Fund balances - beginning	760,502	740,000	1,500,502
Total Resources	<u>\$ 1,790,502</u>	<u>\$ 740,000</u>	<u>\$ 2,530,502</u>

Requirements

Materials & Services	\$ 12,380	\$ -	\$ 12,380
Transfers to Other Funds	1,733,967	17,564	1,751,531
Reserved for Future Expenditures	44,155	722,436	766,591
Total Requirements	<u>\$ 1,790,502</u>	<u>\$ 740,000</u>	<u>\$ 2,530,502</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

346-Road Development Charges Fund**Resources**

System Development Charges	\$ 2,100,000	\$ -	\$ 2,100,000
Investment Revenue	287,000	-	287,000
Fund balances - beginning	7,183,596	2,460,000	9,643,596
Total Resources	<u>\$ 9,570,596</u>	<u>\$ 2,460,000</u>	<u>\$ 12,030,596</u>

Requirements

Materials & Services	\$ 40,760	\$ -	\$ 40,760
Transfers to Other Funds	7,511,825	701,356	8,213,181
Reserved for Future Expenditures	2,018,011	1,758,644	3,776,655
Total Requirements	<u>\$ 9,570,596</u>	<u>\$ 2,460,000</u>	<u>\$ 12,030,596</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

336-Frog Pond West Fund**Resources**

Licenses and permits	\$ 2,500,000	\$ -	\$ 2,500,000
Investment Revenue	27,000	-	27,000
Fund balances - beginning	662,681	3,900,000	4,562,681
Total Resources	<u>\$ 3,189,681</u>	<u>\$ 3,900,000</u>	<u>\$ 7,089,681</u>

Requirements

Materials & Services	\$ 19,540	\$ -	\$ 19,540
Transfers to Other Funds	1,234,346	2,338,831	3,573,177
Reserved for Future Expenditures	1,935,795	1,561,169	3,496,964
Total Requirements	<u>\$ 3,189,681</u>	<u>\$ 3,900,000</u>	<u>\$ 7,089,681</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

576-Stormwater Development Charges Fund**Resources**

System Development Charges	\$ 170,000	\$ -	\$ 170,000
Investment Revenue	144,000	-	144,000
Fund balances - beginning	3,611,563	107,765	3,719,328
Total Resources	<u>\$ 3,925,563</u>	<u>\$ 107,765</u>	<u>\$ 4,033,328</u>

Requirements

Materials & Services	\$ 5,650	\$ -	\$ 5,650
Transfers to Other Funds	539,880	107,765	647,645
Reserved for Future Expenditures	3,380,033	-	3,380,033
Total Requirements	<u>\$ 3,925,563</u>	<u>\$ 107,765</u>	<u>\$ 4,033,328</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.

396-Parks Development Charges Fund**Resources**

System Development Charges	\$ 1,320,000	\$ -	\$ 1,320,000
Investment Revenue	77,000	-	77,000
Fund balances - beginning	1,922,725	770,000	2,692,725
Total Resources	<u>\$ 3,319,725</u>	<u>\$ 770,000</u>	<u>\$ 4,089,725</u>

Requirements

Materials & Services	\$ 9,490	\$ -	\$ 9,490
Transfers to Other Funds	889,057	29,500	918,557
Reserved for Future Expenditures	2,421,178	740,500	3,161,678
Total Requirements	<u>\$ 3,319,725</u>	<u>\$ 770,000</u>	<u>\$ 4,089,725</u>

Recognize unspent budget authority relating to CIPs from FY 2024-25 as well as adjust for beginning fund balance.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 6, 2025		Subject: Resolution No. 3213 Adopting the Natural Areas Management Plan. Staff Member: Kerry Rappold, Natural Resources Manager; Tommy Reeder, Parks Lead Specialist Department: Community Development/ Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: October 6, 2025 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends the City Council adopt Resolution No. 3213.			
Recommended Language for Motion: I move to adopt Resolution No. 3213.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2018 Parks and Recreation Comprehensive Master Plan: Objective 3.10 – Maintain and improve Wilsonville’s Natural Resources		<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution adopting the Natural Areas Management Plan (NAMP), Capital Improvement Project (CIP) No. 9181.

EXECUTIVE SUMMARY:

The Natural Areas Management Plan (NAMP) provides a framework for natural area management, which promotes long-term maintenance, enhancement, and community appreciation of city owned natural areas.

In November 2023, City staff and the consultant, Ash Creek Forest Management, kicked off the planning process for the NAMP. The Plan will help the City achieve its vision of a more ecologically resilient future and the over-arching goal of improving the health and resilience of ecosystems in its natural areas. On December 2, 2024, the project team provided the City Council with an introduction to the planning process for the Plan, and on September 4, 2025, the project team presented the draft Plan. The City Council did not identify any revisions to the Plan.

Since the project kickoff, the project team have completed the following steps to develop the NAMP:

1. **Catalog Natural Areas:**
Identified and catalogued city-owned natural areas based on size (greater than 0.5 acres), quality and condition of habitat, community access, and the potential for restoration.
2. **Prioritize Natural Areas:**
Developed prioritization criteria for the list of city-owned natural areas, which focused on natural resource function/value and baseline habitat conditions.
3. **Habitat Surveys and Delineation:**
Completed delineations and surveys of the catalogued city-owned natural areas to understand the historic and current habitat conditions and to clarify the treatment strategies that will be most effective in various habitat types.
4. **Compile Data and Categorize Natural Areas:**
Compiled and categorized city-owned natural areas to determine the ratings for natural resource function/value (i.e., High and Medium) and the baseline habitat conditions (i.e., good, fair, and poor).
5. **Management Objectives and Strategies:**
Developed general management and habitat-specific strategies that City staff can utilize to achieve the management objectives outlined in the Plan.

The NAMP includes the following content (see **Resolution No. 3213, Exhibit A**):

1. **Executive Summary**
A broad overview of the Plan's purpose, findings, and recommendations.
2. **Introduction**
Descriptions of the guiding objectives, natural area criteria, and the relationship to other existing plans for natural areas adopted by entities in the area surrounding Wilsonville (e.g., Metro and Graham Oaks Nature Park).

3. **Background**

Descriptions of the benefits and importance of natural areas, planning issues and concerns, past and ongoing natural area management in Wilsonville, and related management plans and reports.

4. **Community Engagement**

The community engagement targeted the public's personal connections to natural areas, priority ranking of issues facing natural areas, and the vision for the future.

5. **Natural Areas and Habitat Types**

Descriptions of the methods to catalog the city-owned natural areas, delineations of habitat types, and the system used to rank the natural areas.

6. **Management Objectives and Strategies**

Outlined the management objectives and long-term strategies for the city-owned natural areas, including general management and habitat-specific strategies.

7. **Conclusion:**

A brief recap of the purpose and objectives of the Plan.

In addition to the City Council, the Parks and Recreation Advisory Board provided input on the development of the Plan during its meetings on April 11, 2025, and May 8, 2025.

EXPECTED RESULTS:

The adopted Natural Areas Management Plan will provide a systematic and consistent approach for managing city-owned natural areas.

TIMELINE:

The City Council will conduct a public hearing on October 6, 2025.

CURRENT YEAR BUDGET IMPACTS:

The amended fiscal year (FY) 2024-25 Wilsonville budget includes \$78,844 in general funds as part of Capital Improvement Project (CIP) #9181 – Natural Areas Management Plan. A supplemental budget adjustment added unspent general funds from FY 2024-25 to the current budget year to fund the project through adoption of the final plan.

COMMUNITY INVOLVEMENT PROCESS:

Community involvement and public outreach were a key component of the project. The project has a "Let's Talk, Wilsonville!" website, which included a community survey and frequently asked questions. On April 23, 2025, the project team held a public open house. In addition, the project team provided information about the project at the 2024 and 2025 Earth Day celebrations.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Natural areas are critically important for preserving and enhancing ecosystem resilience in urban landscapes and have important benefits to human health and well-being. Developing a Natural Areas Management Plan has provided the opportunity to identify long-term management objectives and strategies to maintain the viability, resilience, and biodiversity of city-owned natural areas.

ALTERNATIVES:

In lieu of adopting the Natural Areas Management Plan, the City could rely on existing policies, programs, and initiatives to address natural area management. However, without a Natural Area Management Plan, City staff will not be able to effectively plan and provide for long term maintenance and enhancement of the city owned natural areas, leading to potential degradation over time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3213
 - A. Natural Areas Management Plan

RESOLUTION NO. 3213**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE NATURAL AREAS MANAGEMENT PLAN.**

WHEREAS, the Capital Improvement Program identified the creation of a Natural Areas Management Plan (“Plan”) for FY 2024-25; and

WHEREAS, the Natural Areas Management Plan provides a framework for stewardship of natural areas, which promotes long-term maintenance, enhancement, and community appreciation of city-owned natural areas; and

WHEREAS, the project team presented the concepts and information contained in the Natural Areas Management Plan at an open house (April 23, 2025) and an online survey (conducted in April – May 2025) where the public provided feedback on managing natural areas; and

WHEREAS, the City Council conducted a work session on the draft Plan at the regular meeting on September 4, 2025; and

WHEREAS, the City Council conducted a duly noticed public hearing on October 6, 2025, affording all interested parties an opportunity to be heard on this subject and has entered all evidence and testimony into the public record of their proceeding; and

WHEREAS, the City Council has duly considered the subject, including the staff recommendation and all the exhibits and testimony introduced by interested parties.

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

Section 1. The Wilsonville City Council hereby adopts the Natural Areas Management Plan as presented at the October 6, 2025, public hearing, including the findings and recommendations contained herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of October, 2025, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Shevlin

EXHIBITS:

- A. Natural Areas Management Plan

EXHIBIT A

Natural Areas Management Plan City of Wilsonville

Prepared by Ash Creek Forest Management, LLC

October 2025



Acknowledgements

Thank you to everyone who participated in this planning process, including numerous current and former City of Wilsonville staff, the 2024 and 2025 Wilsonville City Council, 2024 and 2025 Wilsonville Parks & Recreation Advisory Board Members, several Oregon Metro staff members, and Wilsonville community members. We appreciate your time and input.

Wilsonville City Council

2025 Mayor Shawn O'Neil
 2024-25 Councilor President Caroline Berry
 2024-25 Councilor Katie Dunwell
 2025 Councilor Anne Shevlin
 2025 Councilor Adam Cunningham
 2024 Mayor Julie Fitzgerald
 2024 Councilor President Kristin Akervall
 2024 Councilor Joann Linville

Wilsonville Parks & Recreation Advisory Board

2024-25 Chair Amanda Harmon
 2024-25 Vice Chair Amanda Aird
 2024-25 Member Keith Gary
 2024-25 Member Bill Bagnall
 2024-25 Member Paul Diller
 2025 Member John West
 2025 Member Kristi Corno
 2024 Vice-Chair James Barnes
 2024 Member Daniel Christensen
 2024 Member Keith Gary

City of Wilsonville Staff

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 Tommy Reeder, Parks Lead Maintenance Specialist
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 Dustin Schull, former Parks Supervisor
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 Bill Evans, Communications and Marketing Manager
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 Melissa Rowe-Soll, Business Development Coach
 Camille Oster, Senior Habitat Restoration Specialist
 Isabella Lopez-Dion, Senior Habitat Restoration Specialist
 Ian Christie, former Project Manager

EXECUTIVE SUMMARY

The Natural Areas Management Plan (NAMP or Plan) is a comprehensive framework for the City of Wilsonville (City) to use to manage ecosystems and steward its city-owned natural areas and is designed to help the City achieve its vision of a more ecologically resilient future. This Plan highlights 14 city-owned and managed natural areas and uses information gathered from those natural areas to inform recommended management strategies based on proven best practices and integrated pest management (IPM) practices.

The NAMP summarizes past and current management work that the City implements in its natural areas and highlights the community engagement and volunteer opportunities that the City provides for the public to engage in natural area management. The Plan also highlights a number of existing natural resource management plans and documentation that have been adopted by the City or other management entities in the region (e.g. Metro and Clackamas County). The NAMP is intended to work in conjunction with and not supersede these existing plans.

Using existing data and on-the-ground habitat assessments, 14 city-owned natural areas were classified by their natural resource function/value (low, moderate, and high) and current habitat conditions (poor, fair, and good). The NAMP also delineates habitat types throughout these city-owned natural areas. Habitat types include upland mixed conifer/deciduous forest, riparian mixed conifer/deciduous forest, riparian deciduous forest, scrub/shrub wetland, upland meadow, riparian meadow, and oak woodland/savanna. Using the information gathered in these assessments and delineations, the NAMP identifies and outlines six general, over-arching objectives related to current and future issues facing the City's natural areas:

1. Enhance ecological processes and native vegetation communities
2. Control invasive and noxious weeds
3. Improve resilience against climate change
4. Reduce wildfire risk
5. Proactively manage for emerging pests/diseases
6. Provide the public with safe and accessible opportunities to recreate, learn, and be stewards of natural areas

Using IPM practices and habitat assessments, the Plan outlines management strategies that can be applied to city-owned natural areas to help achieve these six objectives. Recommended management strategies are separated into *General* and *Habitat-Specific* strategies. The Plan also outlines generalized cost estimates (per acre per year) that the City can expect for different management strategies for varying habitat qualities. The Plan recommends that the City continues to review and assess its city-owned natural areas and adapt its management strategies as needs and trends change.

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Table 1. Natural Area Catalog. Summary of natural resource function/value, baseline habitat condition score, and habitat types for 14 natural areas in Wilsonville.

Table 2. Habitat types in city-owned natural areas with approximate acreage and dominant characteristics.

Table 3. General management strategies.

Table 4. Habitat-specific management strategies.

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Appendix A. Natural Resource Function and Value

Appendix B. Habitat Assessment Survey Protocols

Appendix C. Baseline Habitat Conditions

Appendix D. Habitat Delineations

Appendix E. Cost Estimates

INTRODUCTION

The Natural Areas Management Plan (NAMP or Plan) is a comprehensive framework for the City of Wilsonville (City) to use to manage ecosystems and steward its city-owned natural areas. This Plan is designed to help the City achieve its vision of a more ecologically resilient future and over-arching goal of improving the health and resilience of ecosystems in its natural areas.

The guiding objectives in the development of this Plan are:

- To promote long-term maintenance, enhancement, and community appreciation of city-owned natural areas
- To recognize that natural spaces are a valuable resource for community resilience, public engagement/education, and stewarding healthy habitats
- To engage with the public and facilitate an inclusive and transparent planning process
- To develop and recommend strategies that are based on data, best management practices, and integrated pest management (IPM)
- To address emerging risks to city-owned natural areas
- To recommend opportunities for community engagement in management of city-owned natural areas

The NAMP outlines general, over-arching objectives and strategies for the City to use in developing specific management plans for its city-owned natural areas. This Plan highlights 14 city-owned and managed natural areas (Appendices C & D) and uses information gathered from those natural areas to inform recommended management strategies based on proven best practices and integrated pest management (IPM) practices. For the purposes of this Plan, a natural area is an area that:

- Retains “*relatively intact historical vegetation communities and habitats*” (The Intertwine Alliance, 2012)
- Contains significant contiguous natural habitat (greater than 0.5 acres) (AECOM, 2022)
- Contains valuable habitat for (or has the potential to support) a large diversity of native plants and animals (Oregon Administrative Rules Database, 2019)
- Contains valuable areas for recreation, and promotes community appreciation of natural features (Oregon Administrative Rules Database, 2019)
- Contains degraded habitat but has the potential for restoration

To achieve the overall goal of creating more resilient natural areas, this Plan highlights a suite of actions and strategies aimed at reducing risk of catastrophic wildfire, enhancing habitat for native fish, wildlife and plant species; managing non-native invasive pests; and improving public access to natural areas. It also outlines potential opportunities for the City to incorporate public engagement into its natural area management. The NAMP is intended to work in conjunction with other existing plans and documentation that the City and/or other management entities in the region (e.g. Metro, Clackamas County) have adopted related to natural resources and not to supersede any existing plans.

BACKGROUND

Wilsonville is located approximately 24 miles south of the Oregon and Washington border in Clackamas and Washington counties and encompasses approximately 7.8 square miles. The City of Wilsonville sits on the ancestral lands of the Confederated Tribe of Siletz Indians and the Confederated Tribes of Grand Ronde (Wallamut and Kalapuya Tribes).

The City owns approximately 199 acres of natural areas (Table 1), which are managed by the Wilsonville Parks and Recreation Department (WPRD) and the Natural Resource Program (NRP). These natural areas contain a variety of habitats ranging from wetlands, streams, meadows/prairie, and riparian and upland mixed conifer/deciduous forests.

Benefits and Importance of Natural Areas

Natural areas are critically important to preserving and enhancing ecosystem resilience and health in urban landscapes and have important benefits to human health and well-being. Natural areas are a space to preserve and enhance healthy habitats for native plants and wildlife as well as support ecosystem services such as biodiversity, pollination, flood control, clean water, and clean air. By restoring and enhancing healthy ecosystems, resilience and tolerance to disturbances, due to threats like invasive species, climate change, and wildfire, are increased. Natural areas also offer important opportunities for public recreation, public engagement, and education about the value of natural resources, as well as providing shade and cooling within the natural area and in surrounding communities.

Habitat restoration is the act of returning an ecosystem to its historic natural state or to a desired future condition. The goal of habitat restoration is to create high quality habitat that will support a diversity of plants and animals and to reestablish and maintain ecosystem services. In some cases, the goal of habitat restoration is to return an ecosystem to historic conditions, but in the face of issues such as climate change, the goal may be to establish new conditions that will better align with a future environment and to increase the resilience of ecosystems to these changes (e.g., shifts in hydrology, drought, pests, and wildfire). In the Pacific Northwest, some of the most common habitat restoration strategies include removing invasive plants (e.g., Himalayan blackberry, English ivy, and reed canary grass) and reestablishing native plant and climate-adaptive vegetation communities that provide fish and wildlife habitat and other ecosystem services.

Planning Issues and Concerns

Current and future issues facing Wilsonville's natural areas inform the recommendations and management strategies outlined in this Plan. The following issues and concerns were identified as high priority objectives through habitat assessments and discussions with City staff and members of the public.

Wildfire

Historically, the Willamette Valley, including areas of Wilsonville, were managed by Indigenous peoples using prescribed fire. Fire suppression practices of the past 150 years have caused significantly higher fuel loading in natural areas (IPRE, 2024). Today, throughout much of the City, residential and urban properties are directly adjacent to the city-owned natural areas (Wildland Urban Interfaces or WUI), many of which are heavily forested areas. Because of proximity and fuel loads, fires can spread and threaten natural areas and residential/urban areas (IPRE, 2024). Urban and residential areas themselves come with a higher probability of ignition than wildlands due to human activities. Additional compounding factors that increase fire risk and severity in natural areas include drought, extreme heat events, and large populations of invasive weeds that can act as ladder fuels, such as Himalayan blackberry and Scotch broom. Throughout the process of developing this Plan, wildfire was highlighted as one of the highest priorities for many community members, since many residential areas in Wilsonville are in close proximity to natural areas.

In 2019, the City adopted a Hazard Mitigation Plan (University of Oregon et al., 2019), which is part of the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan and details the City's goals of minimizing potential harm from wildfires to people, structures, and natural resources. The Clackamas County Community Wildfire Protection Plan (CWPP) (IPRE, 2024) also acts as a guiding framework for the City to manage and assess wildfire risk. The NAMP is intended to complement the strategies for wildfire and hazard mitigation that are outlined in the above plans.

Invasive Species

An invasive species is a plant, animal, insect, or disease that did not historically occur in an area (or was introduced) and can cause harm to ecosystems, economies, or human health. Many invasive species have traits that facilitate rapid growth and reproduction, and they often lack natural enemies. Invasive species are able to spread quickly and often out-compete native species, reducing biodiversity, and disrupting ecosystem services such as clean water, suitable habitat for fish and wildlife, and pollination. Invasive species can spread through human activity (e.g., shipping and transportation, moving firewood, via equipment/boots). In Wilsonville and the broader Pacific Northwest, notable invasive plant species include Himalayan blackberry, English ivy, English holly, reed canary grass, among many others. A number of invasive plant species in the region, including garlic mustard, lesser celandine, and false brome, are considered Early Detection Rapid Response (EDRR) weeds and are not yet widespread but warrant proactive treatment to prevent further spread and potential harm to native ecosystem.

Mediterranean oak borer (MOB) and emerald ash borer (EAB) are invasive pest insects that pose a major threat to the City's trees. MOB was first detected in Oregon in Troutdale in 2018, and then in 2022 MOB infestations were confirmed in Wilsonville. MOB infests oak species, including the Oregon white oak (*Quercus garryana*), and carries a fungus that impedes water flow through trees, causing a wilting disease and eventually killing the trees (ODF, 2024). While EAB has not been detected in Wilsonville as of mid-2025, it has been detected nearby in Marion, Multnomah, Clackamas, and Yamhill Counties, so it poses a significant threat to the Oregon ash population in Wilsonville. Both Clackamas and Washington counties have established a quarantine of all ash species (*Fraxinus spp.*) to limit the spread of this devastating forest pest.

The City is already involved in significant work to control invasive species, including many invasive plant species, and pests, such as MOB, and EAB. See the section “Past and Ongoing Restoration Efforts in Wilsonville” for more details on pest management efforts in city-owned natural areas.

Climate Change

Global climate change is causing extreme weather events, high temperatures, and precipitation changes with cascading effects on ecosystems and ecological processes. When unable to adapt to climate extremes, native plant communities see large population declines and loss of habitat functionality. The warming climate can cause invasive plants and other pests to expand their range and take advantage of weakened native habitats. Additionally, increased frequency and severity of extreme weather events due to climate change can cause more severe disturbances such as more extreme flooding, drought, and wildfire. These threats in turn negatively impact ecosystem services, or the benefits that are naturally provided by intact habitats, such as pollination, air and water quality, and biodiversity.

The City is currently developing a Climate Action Plan (CAP) that will “address the current and future impacts of climate change within the city limits and the region at large,” including strategies to address rising temperatures, wildfire and flooding risk, and greenhouse gas emissions (City of Wilsonville, 2025). The NAMP will support and implement climate-informed strategies from the CAP that in turn will help mitigate climate impacts on the City's natural areas. See the section “Management Objectives and Strategies” for examples of climate-informed strategies.

Recreation

Recreation is central to natural areas management. Natural areas provide a valuable resource for the public to connect and engage with nature, but at the same time, the impacts of recreational use can stress these ecosystems and create unique considerations for management. Unmanaged and off-trail recreational use raises numerous issues in natural areas, including damage to vegetation, soil compaction, erosion, and associated impacts to water quality and overall ecosystem health. Habitat fragmentation and recreational use has been shown to stress birds and other wildlife and reduce the suitability of natural areas to provide healthy habitat (Hennings, 2017). Recreation is also a common vector for the introduction and spread of invasive weeds and pests via footwear and clothing, vehicles, and the movement of firewood. Natural area managers must account for safe public recreation and access that also minimize ecological damage, while allowing the public to appreciate and engage with the natural area.

Past and Ongoing Natural Area Management in Wilsonville

WPRD and the NRP have actively managed city-owned natural areas in Wilsonville for many years. In 2001, the City adopted the Significant Resource Overlay Zones, and in 2018, the City published an updated Comprehensive Plan which work towards achieving Goal 5 of *Oregon Statewide Planning Goals and Guidelines* (Oregon DLCD, 2019). The SROZ ordinance

established standards for development that will protect the quality and integrity of important natural resources, including streams, wetlands, wildlife habitat, and visual/aesthetic quality (City of Wilsonville, 2018).

In 2018, the City developed and adopted an Integrated Pest Management (IPM) Plan which identifies pests of concern and outlines strategies for managing pests and invasive species (City of Wilsonville, 2018). The IPM plan identifies practices that consider pest biology and life cycles, technology and equipment, and environmental conditions. IPM practices reduce reliance on pesticides, reduce economic cost, and minimize risk to natural resources, wildlife (including pollinator health), people, and the environment. IPM practices also are shown to minimize wildfire risk by reducing overgrown brush in forest understories and enhancing native vegetation, which can create more fire-resistant plant communities.

Examples of natural area management that the City has implemented to control invasive species, restore stream health, and reduce wildfire risk in city-owned natural areas include:

- Boeckman Creek and Boeckman Road Improvements:
 - Management of invasive species such as Himalayan blackberry and reed canary grass
 - Installation of trail systems to create designated public recreation access
 - Future plans for removal of a flood control structure that aims to restore historic stream flow and enhance stream health
 - Construction of wildlife passages in the redesign of Boeckman Road and restoration of surrounding Coffee Lake Creek wetlands
- Memorial Park and Murase Plaza:
 - Management of invasive species such as English holly, Himalayan blackberry, lesser celandine, and English ivy through grazing with goats, manual removal, and chemical treatments
 - Installation of native plants
 - Removal of culverts and restoration of stream reaches and riparian habitats
- Park at Merryfield:
 - Fuel reduction through brush and ladder fuel removal
 - Collaboration with Metro to reduce wildfire risk in Park at Merryfield and also the adjacent Graham Oaks Nature Park
- Arrowhead Park:
 - Removal of Himalayan blackberry and installation of native plants
- Coffee Lake Creek Wetlands:
 - Wetland mitigation areas for construction of Boeckman Road (Metro, 2019)
 - Metro wetland restoration project, including modification of drainage flows to reestablish meandering slough
 - Installation of native wetland vegetation
 - Monitoring of wildlife use and movement through the area
- Villebois:
 - Villebois Master Plan (Costa Pacific Communities, 2019) outlined plans for a trail and park system in the Villebois neighborhood that connects the natural areas surrounding Villebois, including city-owned Coffee Lake Creek Wetlands,

Edelweiss Park, Oulanka Park, Tivoli Park, sections of the Ice Age Tonquin Regional Trail, and other natural spaces including Graham Oaks Nature Park and other areas that are owned and managed by Homeowners' Associations (HOAs).

- Restoration efforts to date have included:
 - Installation of native vegetation to enhance natural habitat features and improve forage and habitat for wildlife
 - Improvements to stormwater detention and rainwater capture systems

Since MOB was detected in Wilsonville, the City has partnered with Oregon Department of Forestry (ODF), Oregon Department of Agriculture (ODA), and Metro to develop strategies for removing infested Oregon white oaks trees and preventing further spread. With funding from its Climate Resiliency Fund, the City has partnered with local arborist companies like Barlett Tree Experts to remove infested trees and to proactively treat healthy trees with insecticides and fungicides that will reduce risk of future infestation.

The City has a long history of utilizing partnerships and community efforts to steward its natural areas. Since 2002, the City has partnered with Friends of Trees to restore and enhance natural areas within the City. Volunteers have helped to plant native forest and riparian vegetation and create healthy pollinator habitats in natural areas throughout the City, including Memorial Park, Arrowhead Creek Park, Tranquil Park, and Boeckman Creek Corridor. For the last six years, the City has also participated in the Neighborhood Trees program that provides and installs low-cost yard and street trees for homeowners with the goal of enhancing urban tree canopies. The City also organizes volunteer workdays like the annual WERK (Wilsonville Environmental Resource Keepers) Day, where volunteers rebuild and enhance trails, plant native plants, and remove invasive species like Himalayan blackberry, English ivy, and English holly at Memorial Park. This event typically attracts more than 200 volunteers each year. The City also partners with many other organizations to implement projects, provide resources to communities, and engage the community in stewardship. These include the Center for Research in Environmental Sciences & Technologies (CREST), which is currently closed, the Backyard Habitat Certification Program, the Xerces Society, the NW Center for Alternatives to Pesticides, EcoBiz, and Northwest Youth Corps.

Related Management Plans and Reports

The City and other organizations, such as Metro, have developed a number of plans that are relevant to natural area management. These plans and reports have been reviewed and integrated into the NAMP:

- Graham Oaks Nature Park Site Conservation Plan (Metro, in preparation)
- Climate Action Plan (City of Wilsonville, 2025)
- Graham Oaks Nature Park Oak Habitat Conservation Plan (Alacia et al., 2022)
- Urban Forest Management Plan (City of Wilsonville, 2021)
- Wilsonville Comprehensive Plan (City of Wilsonville, 2020)
- Hazard Mitigation Plan (University of Oregon et al., 2019)
- Coffee Lake Creek Wetlands Site Conservation Plan (Metro, 2019)

- Clackamas County Community Wildfire Protection Plan (IPRE, 2024)
- Parks and Nature Systems Plan (Metro, 2019)
- Integrated Pest Management Plan (City of Wilsonville, 2018)
- Villebois Village Master Plan (Costa Pacific Communities, 2019)
- Regional Conservation Strategy (Intertwine Alliance, 2012)
- Willamette River TMDL Implementation Plan (City of Wilsonville, 2009)
- Surveys of Fish Species and Habitat in Wilsonville Streams (Wilsonville 2006)
- Wildlife and Habitat Assessment (City of Wilsonville, 2001)

COMMUNITY ENGAGEMENT

Community Engagement Objectives and Strategies

The City's natural areas are an invaluable resource to the surrounding landscapes and the residents and visitors that utilize them. The City is committed to a planning process that is transparent and inclusive.

During the development of NAMP, community engagement objectives included:

- Identify community groups, members of the community, and other organizations and government agencies that are indirectly or directly connected to the City's natural areas
- Identify public concerns regarding natural area management
- Provide opportunities for interested community members, groups, and agencies to learn about the NAMP, provide feedback, and ask questions
- Outline recommendations for future outreach for maintaining/creating:
 - Ongoing engagement with interested community members and organizations
 - Community volunteer opportunities to restore and steward City natural areas

To accomplish the City's planning objectives, the following public engagement strategies were implemented during development of the NAMP:

- Created a project webpage on Let's Talk Wilsonville (LTW) that provides project overview and information, frequently asked questions, comment submission portal, and contact information for City and ACFM staff
- Published a public questionnaire to gather information on priority concerns and natural area usage from Wilsonville residents.
- Published press releases in Boones ferry Messenger with project updates and public meeting announcements
- Posted meeting announcements to the City's social media
- Hosted an open house at Wilsonville City Hall
- Tabled at the 2024 and 2025 Earth Day Celebrations

Public Questionnaire Outcomes

In April and May 2025, the City ran an online questionnaire for Wilsonville residents to voice their opinions and concerns about management of the City's natural areas. The survey was comprised of questions regarding personal connection to natural areas, priority ranking of issues facing natural areas, and vision for the future. Out of the questionnaire's 16 respondents, the most common concern was wildfire risk in natural areas and the implications for surrounding properties. The next most frequent concerns were invasive species and unmanaged recreation. Additional issues noted by respondents included graffiti and vandalism and the use of pesticides and fertilizers. Respondents identified more recreation trails and development of habitat beneficial to pollinators as their highest priorities for future natural area activities.

NATURAL AREAS and HABITAT TYPES

A primary objective of the natural area management planning process was to create a catalog of natural areas in Wilsonville, described in detail below. The scope of the NAMP catalog, however, only includes natural areas that are owned and managed by the City of Wilsonville. The NAMP recommends that the City align and work in tandem with neighboring natural area managers, where possible, because consistent management across all natural areas will improve ecosystem resilience throughout the City.

These local land managing entities include Metro, Tualatin Valley Water District, and private landowners. Many of these natural areas have existing management plans and/or are actively managed by the entities that own them. For example, one of the largest natural areas in the surrounding Wilsonville area is Graham Oaks, a 245-acre site owned and managed by Metro. The City has collaborated on managing parts of this natural area with Metro, but Graham Oaks is not included in the NAMP because the City is not the primary managing entity. Metro is currently developing a site conservation plan for Graham Oaks Nature Park (Graham Oaks Park Site Conservation Plan; Metro, in preparation), and the NAMP is intended to work in tandem and align with this site conservation plan and other existing management plans to create cohesive natural area management throughout the City.

Methods

To create the catalog of city-owned natural areas (Table 1), all city-owned tax lots were identified and then classified as a natural area based on the following criteria:

- Retains “*relatively intact historical vegetation communities and habitats*” (The Intertwine Alliance, 2012)
- Contains significant contiguous natural habitat (greater than 0.5 acres) (AECOM, 2022)
- Contains valuable habitat for (or has the potential to support) a large diversity of native plants and animals (OARD, 2019)
- Contains valuable areas for recreation, and promotes community appreciation of natural features (OARD, 2019)
- Contains degraded habitat but has the potential for restoration.

Tax lots that did not meet the criteria for natural areas included narrow right-of-way zones, parcels that are primarily comprised of parking lots or other infrastructure, and urban parks with less than 0.5 acres of natural habitat. Where parcels contain sports fields, playgrounds, and other hard-scaped infrastructure, the acreage shown in Table 1 only includes natural habitat.

During evaluation, two additional factors were used in prioritizing the City’s natural areas and developing management recommendations: natural resource function/value and baseline habitat conditions, discussed in the next section. Because of the high variability of natural area size and condition in Wilsonville, it was important to determine where restoration and management efforts should be focused. Restoration practitioners generally prioritize natural areas that are more intact and healthier, because those areas are often easier, quicker, and more cost effective to

restore than highly degraded habitats or highly urbanized parks. This does not mean the City should not invest in restoring highly degraded natural areas or urbanized parks, but these areas are a lower priority in the catalog, because they are generally more expensive and difficult to restore and show lower return on investment in habitat functionality.

Natural resource function and value

Natural resource function and value of the city-owned tax lots was assessed using a points-based scoring system (Appendix A) that was adapted from the Portland Parks & Recreation (PPR) Natural Area Management Plan (Portland Parks & Recreation, 2015). Data for this scoring system were collected using information from GIS, natural resource inventories, and discussions with WPRD and NRP staff. The primary data sources were the City of Wilsonville and the Oregon Department of Fish and Wildlife. Natural resource function and value scores of 22-33 (of 33 points possible) were considered High; scores of 11-21 were considered Medium; and scores of less than 11 were considered Low (Table 1). Of all city-owned tax lots, 14 parcels scored High or Medium for natural resource function and value, met the criteria of a natural area, and were selected for baseline habitat surveys (Appendix A). There were eight parcels that scored Medium but did not meet the size requirements to be considered a natural area.

Baseline habitat conditions

To further assess ecological function, condition, and management needs of city-owned natural areas, assessments were conducted to determine baseline habitat conditions (Table 1). These habitat assessments informed the management strategies recommended and outlined in this Plan. Habitat assessments were conducted in each of the high and medium priority areas during the summer of 2024. At each natural area, surveyors used transects and quadrats at random locations to collect data on non-native vegetation cover, native vegetation cover, plant species richness, and native tree stem count (Appendix B). To develop an overall baseline habitat condition score for all city-owned natural areas, the parameters outlined above were averaged for each area and given a score of Poor, Fair, or Good (Appendix C). Overall, 21% of the surveyed natural areas scored Good; 29% scored Poor; and 50% scored Fair for existing habitat conditions (Table 2). Natural areas that scored Poor generally had high invasive species cover and low native vegetation cover. Natural Areas that scored Good had high cover and richness of native vegetation and low cover of invasive species. Natural Areas that scored Fair had varied levels of native and invasive cover.

Table 1. Natural Area Catalog. Summary of natural resource function/value, baseline habitat condition score, and habitat types for 14 natural areas in Wilsonville.

Natural Area	Acres	Natural Resource Function/Value	Baseline Habitat Condition
Memorial Park	62.4	High	Fair
Boeckman Creek Corridor	37.9	High	Fair
Arrowhead Creek Park	6.5	High	Fair
Coffee Lake Creek Wetlands	11.9	High	Poor
Murase Plaza	12.9	High	Poor
Boones Ferry Park	14.2	Medium	Fair
Kinsman Road	12.4	Medium	Poor
Edelweiss Park	10.8	Medium	Good
Park at Merryfield Park	8.2	Medium	Good
Canyon Creek Park	7.1	Medium	Good
Tivoli Park	6.9	Medium	Fair
Tranquil Park	4.5	Medium	Fair
Oulanka Park	1.8	Medium	Poor
Willow Creek Park	1.38	Medium	Fair

Habitat Delineations

To help the City prioritize and develop management plans for each city-owned natural area, habitat types were delineated (Table 2, Appendix D). Habitat delineations help guide decision making when planning and strategizing restoration priorities. Understanding historic and current habitat structures can clarify the treatment strategies that will be most effective in various habitat types. Habitat delineations utilized here include a variety of information sources, including vegetation information from botanical surveys, satellite imagery, and WEB Soil Survey data (USDA, 2019).

Table 2. Habitat types in city-owned natural areas with approximate acreage and dominant characteristics

Habitat Type	Approx. Acreage	Dominant Characteristics
Upland Mixed Conifer/Deciduous	66	Low-elevation mesic forested habitat comprised of conifers such as Douglas-fir, Western hemlock, and Western red cedar as well as hardwoods such as bigleaf maple
Riparian Mixed Conifer/Deciduous	58	Low-elevation riparian forests consisting of conifers such as Douglas-fir and Western red cedar as well as hardwoods such as Oregon ash, bigleaf maple, and red alder
Riparian Deciduous	8	Riparian forests with hardwood canopy including bigleaf maple, Oregon ash, and red alder as dominant species
Scrub/Shrub Wetland	19	Wetland habitat in streams and valley bottoms with woody vegetation less than 20 ft tall, such as willows and other broadleaf shrubs
Upland Meadow	10	Dry grassland habitat lacking dense canopy or shrubs, dominated by grasses and wildflowers
Riparian Meadow	17	Wet/moist grassland habitat lacking dense canopy or shrubs, dominated by grasses, sedges, rushes, and wildflowers
Oak Woodland/Savanna	3	Low-elevation forested habitat consisting of varying densities of Oregon white oak canopy with shrub and grassland understory

MANAGEMENT OBJECTIVES and STRATEGIES

To achieve the overarching goal of creating more ecologically resilient ecosystems, the following management objectives have been identified for management of the city-owned natural areas:

1. Enhance ecological processes and native vegetation communities
2. Control invasive and noxious weeds
3. Improve resilience against climate change
4. Reduce wildfire risk
5. Proactively manage for emerging pests/diseases
6. Provide the public with safe and accessible opportunities to recreate, learn, and be stewards of natural areas

The management strategies in this Plan are organized into general and habitat-specific strategies that the City can utilize to achieve the management objectives outlined above.

General Strategies

Table 3. General management strategies

Management Objective	Strategies
1. Enhance ecological processes and native vegetation communities	<ul style="list-style-type: none"> • Improve plant diversity in city-owned natural areas by planting a variety of site-adapted native trees, shrubs, and herbaceous plants • Install native plant species quickly after removal of invasives to suppress weed reestablishment; continue maintenance and removal of invasives to improve planting survival and vigor • Increase plant survival by selecting native plant species with appropriate light, moisture, and soil requirements per planting area • Enhance native pollinator habitat by selecting pollinator-friendly plant species and seed mixes, especially in open-forest and meadow ecosystems • Plant eroded and bare streambanks with native riparian species to decrease erosion risk, increase stream shade, and improve habitat for aquatic species • Retain and promote beaver activity in places where increased beaver activity will not damage or interfere with infrastructure or private property
2. Control invasive and noxious weeds	<ul style="list-style-type: none"> • Manage and remove invasive species using multiple strategies for treatment to maximize effectiveness and impact • Time invasive species treatments to maximize efficacy per target species and habitat type • Refer to the City's 2018 IPM Plan for detailed treatment specifications <ul style="list-style-type: none"> ○ Himalayan blackberry – cut/masticate large brambles, manage small resprouts with manual removal or targeted spot sprays ○ English ivy – spray large swaths, air gap ivy that is growing up trees, utilize volunteer labor and hand pull, especially in areas with high native density

	<ul style="list-style-type: none"> ○ Weedy trees (e.g., English holly, English hawthorn, cherry laurel, bird cherry) – girdle, or cut-stump and treat with herbicides to prevent resprouting • Install boot brushes at entrances/parking areas to reduce the spread of invasive weed species • Work with property owners, HOAs, etc. to encourage management of invasive species on properties adjacent to city-owned natural areas • Collaborate with Oregon Department of Agriculture, Clackamas SWCD and Marion County SWCD to coordinate rapid response to EDRR species that are found on city-owned property
3. Improve ecosystem resilience against climate change	<ul style="list-style-type: none"> • Utilize strategies outlined for Objectives 1 and 2 to improve overall ecosystem health, manage invasive species, and increase plant diversity • Use climate-smart restoration strategies <ul style="list-style-type: none"> ○ Select plant species that are adaptive to extreme environmental stressors (e.g., drought, heat) ○ Select plant species that are sourced from local ecoregions that reflect potential future conditions • Enhance wetland and floodplain habitats to reduce water temperatures, improve water filtration, increase water storage, and improve habitat for aquatic wildlife species • Promote and retain beaver activity to improve ecological complexity, increase habitat niches for other species, improve water storage, and reduce fire risk; only in places where increased beaver activity will not interfere with infrastructure or private property.
4. Reduce wildfire risk	<ul style="list-style-type: none"> • Utilize the Clackamas Community Wildfire Protection Plan and the City of Wilsonville Hazard Management Plan to guide wildfire mitigation and response strategies in city-owned natural areas • Manage dense vegetation in city-owned natural areas to reduce wildfire risk to natural areas and adjacent residential communities <ul style="list-style-type: none"> ○ Thin trees in overstocked forested areas ○ Remove accumulations of dead woody material in balance with the benefits they provide as dead, downed wood and habitat snags. Generally, small/fine woody materials poses a higher fire risk and lower habitat value than larger diameter wood. ○ Remove ladder fuels (e.g., low tree branches, dense understory vegetation) from understory that could carry fire to canopy/crowns <ul style="list-style-type: none"> ▪ Using IPM strategies, target invasive species such as Himalayan blackberry, scotch broom, and weedy trees species, which are highly flammable and often grow in dense stands • Plant native species that are fire resistant (e.g., Oregon grape, snowberry, Oregon white oak, other deciduous trees) <ul style="list-style-type: none"> ○ Characteristics include low sap/resin content, moist or waxy leaves, open branching patterns, doesn't retain high amounts of dead material (Detweiler et al., 2023) • Plant a diversity of plant species and structures and increase plant spacing to improve resilience to wildfire • When applicable, collaborate with local organizations, such as Tualatin Valley Fire & Rescue (TVF&R) to further assess fire risk in natural areas, especially in neighborhoods directly adjacent to natural areas (e.g., Boeckman Creek and Park at Merryfield)

	<ul style="list-style-type: none"> • Partner with local organizations to develop community engagement/organization/resources around wildfire management (e.g., Firewise USA) • Promote and/or provide opportunities to learn about defensible space for homeowners who live adjacent to natural areas
5. Proactively manage for emerging pests/diseases	<ul style="list-style-type: none"> • Continue existing work to proactively treat and manage for MOB • Develop a proactive management strategy for EAB similar to other local jurisdictions <ul style="list-style-type: none"> ○ Regularly monitor Oregon ash populations throughout the City so that any EAB infestations are detected ○ Refrain from including Oregon ash in planting lists, and use substitutes such as black cottonwood and alder species in riparian plantings
6. Provide the public with safe and accessible opportunities to recreate, learn, and be stewards of natural areas	<ul style="list-style-type: none"> • Install and/or update interpretive and educational signage in parks and natural areas to promote greater learning, care, and appreciation for natural areas • Establish and/or carefully design maintain trails through natural areas to encourage recreation in designated areas while addressing impacts such as erosion, removing social trails, and re-routing trails out of sensitive areas. • Work with Homeowners' Associations that contain greenspaces and in neighborhoods that are adjacent to natural areas to enhance and maintain ecosystem health • Continue working with organizations like Friends of Trees to facilitate volunteer activities (e.g., invasive species removal, native plantings, pollinator meadows) • Connect with local organizations such as the Intertwine Alliance and the Blueprint Foundation to develop opportunities for under-served and minority communities/youth to recreate, learn, and steward in natural areas (e.g., Connecting Canopies program)

Habitat-Specific Strategies

Table 4. Habitat-specific management strategies

Habitat Type	Strategies
Upland Mixed Conifer/Deciduous	<ul style="list-style-type: none"> • Treat and remove invasive species, monitor for new introductions of invasive weeds <ul style="list-style-type: none"> ○ Common invasive species: Himalayan blackberry, English Ivy, English hawthorn, English holly, bird cherry, cherry laurel, Canada thistle, bull thistle ○ EDRR species: garlic mustard, lesser celandine • Improve diversity of native plant communities by installing conifer and deciduous tree species where appropriate, understory shrub species, and seeding native herbaceous species. • Monitor for new introductions of invasive weeds and pest species such as EAB (where Oregon ash is present) and MOB • Preserve snags and nurse logs where possible • Thin canopy density where necessary to reduce wildfire risk, increase habitat complexity, and promote forest succession

Riparian Mixed Conifer/Deciduous; Riparian Deciduous	<ul style="list-style-type: none"> • Utilize same strategies outlined above for Upland Mixed Conifer/Deciduous • EDRR species: knotweed spp., garlic mustard, lesser celandine, false brome, and drooping sedge • Plant a diversity of native riparian species with varying morphologies to enhance riparian vegetation complexity and diversity • Improve riparian complexity with preservation of beaver dams and log jams or installation of beaver dam analogs (BDAs), post-assisted log structures (PALS), and large woody debris placement
Scrub/Shrub Wetland	<ul style="list-style-type: none"> • Treat and remove invasive species using IPM strategies <ul style="list-style-type: none"> ○ Common invasive species to target: reed canary grass, Canada thistle, bull thistle, vetch spp., velvet grass, tansy ragwort, teasel, oxeye daisy ○ EDRR species: knotweed spp., garlic mustard, purple loosestrife, yellow flag iris, and ludwigia • Monitor for new introductions of invasive weeds and pest species such as EAB (if Oregon ash is present) • Plant diverse wetland shrub and low-stature trees, including willows, spirea, black twinberry, ninebark, black hawthorn • Improve wetland complexity with preservation of beaver dams and log jams or installation of beaver dam analogs (BDAs), post-assisted log structures (PALS), and large woody debris placement
Upland and Riparian Meadow	<ul style="list-style-type: none"> • Treat and remove invasive species using IPM strategies <ul style="list-style-type: none"> ○ Common invasive species to target: Canada thistle, bull thistle, reed canary grass, vetch, velvet grass, tansy ragwort, teasel, oxeye daisy ○ EDRR species: garlic mustard, lesser celandine • Monitor for new introductions of noxious weeds • Manage woody species encroachment with chemical or mechanical methods • Seed diverse mixes of native grasses and forbs
Oak Woodland/Savanna	<ul style="list-style-type: none"> • Treat and remove invasive species using IPM strategies <ul style="list-style-type: none"> ○ Common invasive species to target: Canada thistle, bull thistle, vetch, velvet grass, tansy ragwort, teasel, oxeye daisy, reed canary grass, English hawthorn • Monitor for new introductions of invasive weeds and pest species such as MOB • Selectively thin Oregon white oak stands when appropriate <ul style="list-style-type: none"> ○ Typical stand densities range from 1-10 trees per acre in oak savannas and 10-40 trees per acre in oak woodlands (Grand, 2024) • Plant Oregon white oak and seed native understory and grassland species • Manage encroachment of conifers such as Douglas fir with chemical or mechanical methods • Partner with indigenous groups and/or tribes to conduct prescribed burns to replicate natural fire regimes

Cost Estimates and Potential Funding Sources

Management of city-owned natural areas will vary in cost depending on current habitat quality, management needs, and duration of management. Approximate costs (per acre per year) are outlined in Appendix E. These costs are based on 2025 industry-standards for contracted restoration work in the Portland Metro Area and should be reviewed periodically and adjusted for inflation.

There are numerous funding sources that the City should consider to fund and/or supplement internal/general funds for natural area management work and community engagement in natural area management. Potential funding sources and grants include:

- OWEB Small Grants (OWEB, n.d.)
 - Supports on-the-ground restoration projects (up to \$20,000) for a wide range of natural area and watershed restoration projects, including stream, river, wetland, and upland habitat improvements
- Natural and Working Lands Fund (OWEB, n.d.)
 - Restoration and Technical Assistance grants to plan and implement a wide range of natural climate solutions on Natural and Working Lands
 - Eligible applicants are Soil and Water Conservation Districts, tribes, non-profits, so the City would need to partner with an eligible applicant to implement projects under this fund.
- Land and Water Conservation Fund (OPRD, n.d.)
 - Supports acquisition of land or developing facilities within public outdoor recreation areas
- Access and Habitat Program (ODFW, n.d.)
 - Supports projects that improve fish and wildlife habitat, including, but not limited to wetland restoration and noxious weed control
- Private Forest Accord Grant Program (ODFW, 2024)
 - Supports projects impacting fish and aquatic wildlife species and habitats
- Nature in Neighborhoods (Metro, n.d.)
 - Supports local parks and nature projects in the greater Portland Metro Area, focusing on water and air quality, fish and wildlife habitat restoration, and increasing access to nature for all residents
 - Capital Grants: for publicly owned capital projects that advance racial equity, address climate change, and involve meaningful community engagement.
 - Community Choice Grants: a participatory budgeting process where community members can propose and vote for parks and nature projects
 - Community Stewardship and Restoration Grants: supporting partnerships that improve water quality and habitat and connect people with nature, particularly targeting underserved communities and emphasizing environmental justice.
- Urban and Community Forestry (UCF) Subaward Program (ODF, n.d.)

- Promotes investments in community and urban forestry, including tree planting and maintenance, supporting urban communities and green infrastructure development.
- Oregon Invasive Species Council Grants (OISC, n.d.)
 - Provides funding specifically for projects related to invasive species education and outreach
- Oregon Wildlife Foundation Grants (OWF, 2025)
 - Awards small grants for projects aligning with their mission of fish and wildlife conservation and public enjoyment of natural resources. Eligible projects include habitat restoration or protection, invasive species removal, and natural resource education
- Arbor Day Foundation Grants (Arbor Day Foundation, 2025)
 - Provides funding for plant material in tree planting projects (typically 5,000-10,000 trees)

In addition to the potential funding sources listed above, Wilsonville Parks & Recreation also offers several grants for community organizations and individuals that are intended to support opportunities for natural area enhancement, community education and engagement. These grants include:

- Community Opportunity Grant (City of Wilsonville, n.d.)
 - Provides funding (up to \$25,000 per year in total) for a range of local projects, often focusing on education, diversity, arts, and community involvement
- Wilsonville-Metro Community Enhancement Grant Program (CEP) (City of Wilsonville, n.d.)
 - In partnership with Metro, provides funding for projects improving the City's appearance, environmental quality, recycling efforts, or recreational areas within city limits.

CONCLUSION

Natural areas are an invaluable resource for ecosystem function and human health and well-being. To achieve the City's vision of a more ecologically resilient future, this Plan creates an over-arching framework for management and stewardship of city-owned natural areas and emphasizes the importance of community engagement in natural area management.

Management of natural areas requires consideration of current and emerging issues including, but not limited to, wildfire, invasive pests, climate change, and recreation. Natural area management should be an ever-evolving process, and management objectives and strategies should be adapted as new threats/issues and community priorities emerge. Additionally, as new techniques and best practices are developed, management strategies should be adapted to best serve the ecosystems and communities. The City should plan to review ongoing management activities every 4-5 years to ensure that objectives and recommended strategies remain appropriate and relevant to the overall goal of creating and maintaining healthy and resilient ecosystems in city-owned natural areas.

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APPENDICES

Appendix A. Natural Resource Function and Value

Table A-1. Scoring system for Natural Resource Function and Value of City-owned natural areas in Wilsonville. Adapted from Portland Parks & Recreation (2015).

Natural Resource Function/Value Scoring System:	
3 points	<ul style="list-style-type: none"> • Presence of fish bearing stream • Overlap with Significant Resource Overlay Zones (SROZ) (City of Wilsonville, 2001) • Overlap with ODFW Strategy Habitats • Terrestrial Species of Concern Ranking 1 or 2 (ODFW, 2016) • Aquatic Species of Concern Ranking 1 or 2 (ODFW, 2016) • Terrestrial Crucial Habitat Ranking 1 or 2 (ODFW, 2016) • Aquatic Crucial Habitat Ranking of 1 or 2 (ODFW, 2016) • Existing or past capital projects or restoration activities
2 points	<ul style="list-style-type: none"> • Presence of non-fish bearing stream • Terrestrial Species of Concern Ranking 3 or 4 (ODFW, 2016) • Aquatic Species of Concern Ranking 3 or 4 (ODFW, 2016) • Terrestrial Crucial Habitat Ranking of 3 or 4 (ODFW, 2016) • Aquatic Crucial Habitat Ranking of 3 or 4 (ODFW, 2016) • Overlap with Conservation Opportunity Area (ODFW, 2016) • Overlap with Priority Wildlife Conservation Areas (PWCA) (ODFW, 2016)
1 point	<ul style="list-style-type: none"> • Terrestrial Species of Concern Ranking 5 or 6 (ODFW, 2016) • Aquatic Species of Concern Ranking 5 or 6 (ODFW, 2016) • Terrestrial Crucial Habitat Ranking of 5 or 6 (ODFW, 2016) • Aquatic Crucial Habitat Ranking of 5 or 6 (ODFW, 2016) • Active volunteer or stewardship activities

Appendix B. Habitat Assessment Survey Protocols

Establishing Survey Transects Plots:

- Fifty meter transects were used to establish plots at each natural area; the number of transects mapped at each natural area was dependent on the acreage of the site to ensure that data is representative of the scale of the park.
- Random points were placed on maps prior to arriving on site to establish the beginning points of each transect and a random number generator was used to determine the cardinal direction in which the transect extended.
- To survey the tree and shrub community, two 10x10 meter macroplots plot(s) were established at random locations on the transect. Parameters for random number generator were as follows:
 - Transect direction: 0 = North, 1 = West, 2 = South, 3 = East
 - From the starting point extend the transect in the direction determined above
 - Plot location on transect (m): 0 = 0 meters, 1 = 10 meters, 2 = 20 meters, 3 = 30 meters, 4 = 40 meters
 - Plot location (side of transect): 0 = left, 1 = right
- To survey the herbaceous plant community, 1x1-meter subplots were established the upper left and lower right corners of the established macroplots.

Data Collection:

- Macroplots were surveyed to assess botanical and ecological attributes including stem counts of native and non-native trees and shrubs, tree and shrub species richness, and dominant tree and shrub species. Bare ground was estimated as a percentage of the total plot. Canopy cover was evaluated using photo monitoring and digital analysis in each macroplot. Observational information about dominant tree and shrubs species within the plot and in the surrounding areas was also recorded to determine habitat type.
- Subplots were surveyed to assess the herbaceous coverage and richness. Percent cover was estimated by functional group including native and non-native graminoids, forbs, shrubs, and bare substrate. Additionally, surveyors recorded herbaceous species richness and estimated overall percentage cover of noxious weed species. Lastly, dominant herbaceous species were noted to determine habitat type.
- General habitat conditions (soil moisture, compaction, riparian or upland habitat) were also noted by surveyors to determine habitat type and assess suitable future management of natural areas. Notable disturbances such as off trail recreation and major erosion were recorded.

Data Analysis:

- To determine the baseline habitat condition of each natural area relative to the rest of the natural areas, metrics from macroplots and herbaceous subplots were averaged by park and then assigned scores based on quartile analysis.
- Metrics used included native tree and shrub stem count, native species cover, non-native species cover, and species richness.

- Points for each parameter were based on where metrics fell into quartiles of the data set, from lowest quartile at 0 to highest quartile at 3.
- Scores for parameters for each natural area were averaged to give an overall score per area (0-3). Scores between 0 and 1 were considered Poor; scores between 1 and 2 were considered Fair, and scores between 2 and 3 were considered Good.

Appendix C. Baseline Habitat Conditions

Table C-1: Vegetation data for each City-owned natural area, averaged across all survey plots at each site

Natural Area	Native Tree Stem Count	Tree and Shrub Richness	Canopy Cover	Native Herbaceous Cover	Native Shrub Cover	Herbaceous Richness	Non-Native Tree Stem Count	Non-Native Herbaceous Cover	Non-Native Shrub Cover	Noxious Weed Cover
Memorial Park	6.90	5.13	60.33	14.50	9.58	4.60	6.37	36.65	14.55	35.57
Boeckman Creek	9.98	3.88	65.90	19.72	9.11	2.69	5.58	13.89	22.06	33.06
Kinsman Road	0.75	2.00	3.13	11.91	0.00	5.06	4.00	66.19	6.31	12.41
Boones Ferry Park	5.13	4.31	70.00	4.06	2.53	4.88	0.94	62.41	3.92	14.75
Coffee Lake Wetlands	2.67	1.50	2.33	0.00	5.83	1.00	0.00	74.58	0.21	74.58
Murase Plaza	3.00	6.00	25.33	7.33	1.25	3.33	2.83	25.83	39.58	55.67
Edelweiss Park	27.67	7.17	75.00	7.58	24.58	4.33	2.33	23.67	0.42	14.25
Tivoli Park	3.50	6.75	2.50	11.25	8.50	6.75	2.00	63.38	3.00	3.88
Willow Creek	9.25	5.25	66.00	10.25	4.00	3.25	11.25	29.00	27.13	57.38
Oulanka Park	2.25	2.50	0.00	9.63	0.00	3.00	0.00	69.13	0.00	54.75
Park at Merryfield	8.00	5.50	84.00	57.13	5.75	6.00	14.75	8.50	8.25	9.25
Tranquil Park	7.50	7.25	89.00	3.75	10.50	3.25	11.75	5.88	61.25	73.25
Canyon Creek Park	10.50	8.00	42.50	10.00	19.13	5.25	2.00	19.13	5.00	20.63
Arrowhead Park	5.00	4.00	77.50	6.38	47.88	4.25	6.75	31.00	0.63	28.50

Table C-2: Baseline habitat condition scores and ratings for each City-owned natural area in Wilsonville

Natural Area	Score	Rating
Canyon Creek Park	2.75	Good
Edelweiss Park	2.5	Good
Park at Merryfield Park	2.125	Good
Memorial Park	1.75	Fair
Boeckman Creek	1.75	Fair
Tivoli Park	1.75	Fair
Willow Creek	1.75	Fair
Tranquil Park	1.75	Fair
Arrowhead Park	1.375	Fair
Boones Ferry Park	1	Fair
Kinsman Road	0.875	Poor
Murase Plaza	0.75	Poor
Coffee Lake Wetlands	0.5	Poor
Oulanka Park	0.5	Poor

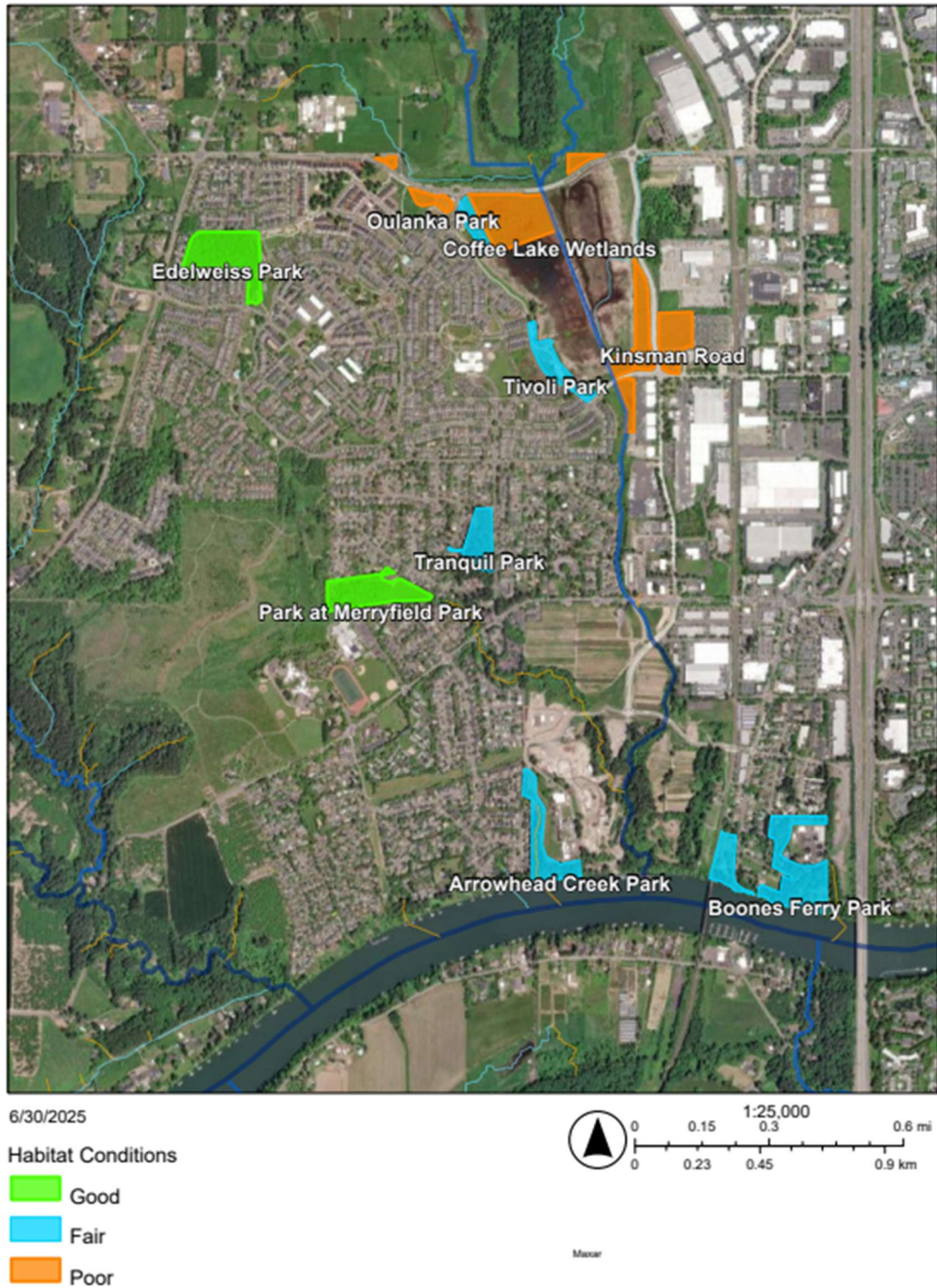


Figure C-1: Habitat conditions of City-owned natural areas west of the I-5 corridor in Wilsonville



Figure C-2: Habitat conditions of City-owned natural areas east of the I-5 corridor in Wilsonville

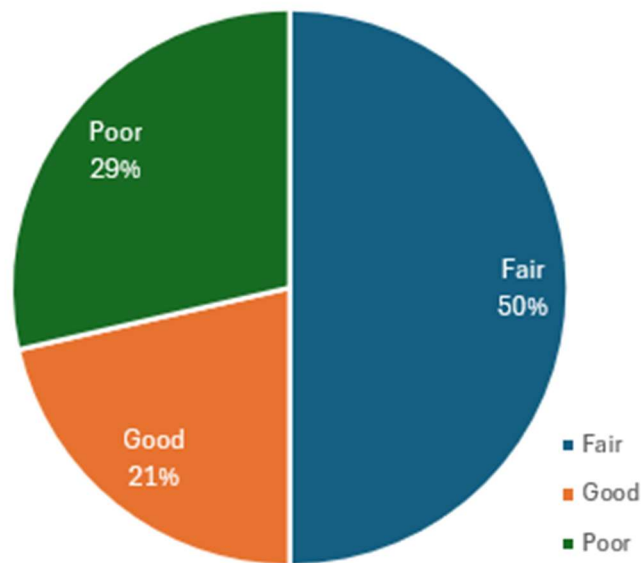


Figure C-3: Distribution of habitat conditions across City-owned natural areas in Wilsonville

Appendix D. Habitat Delineations

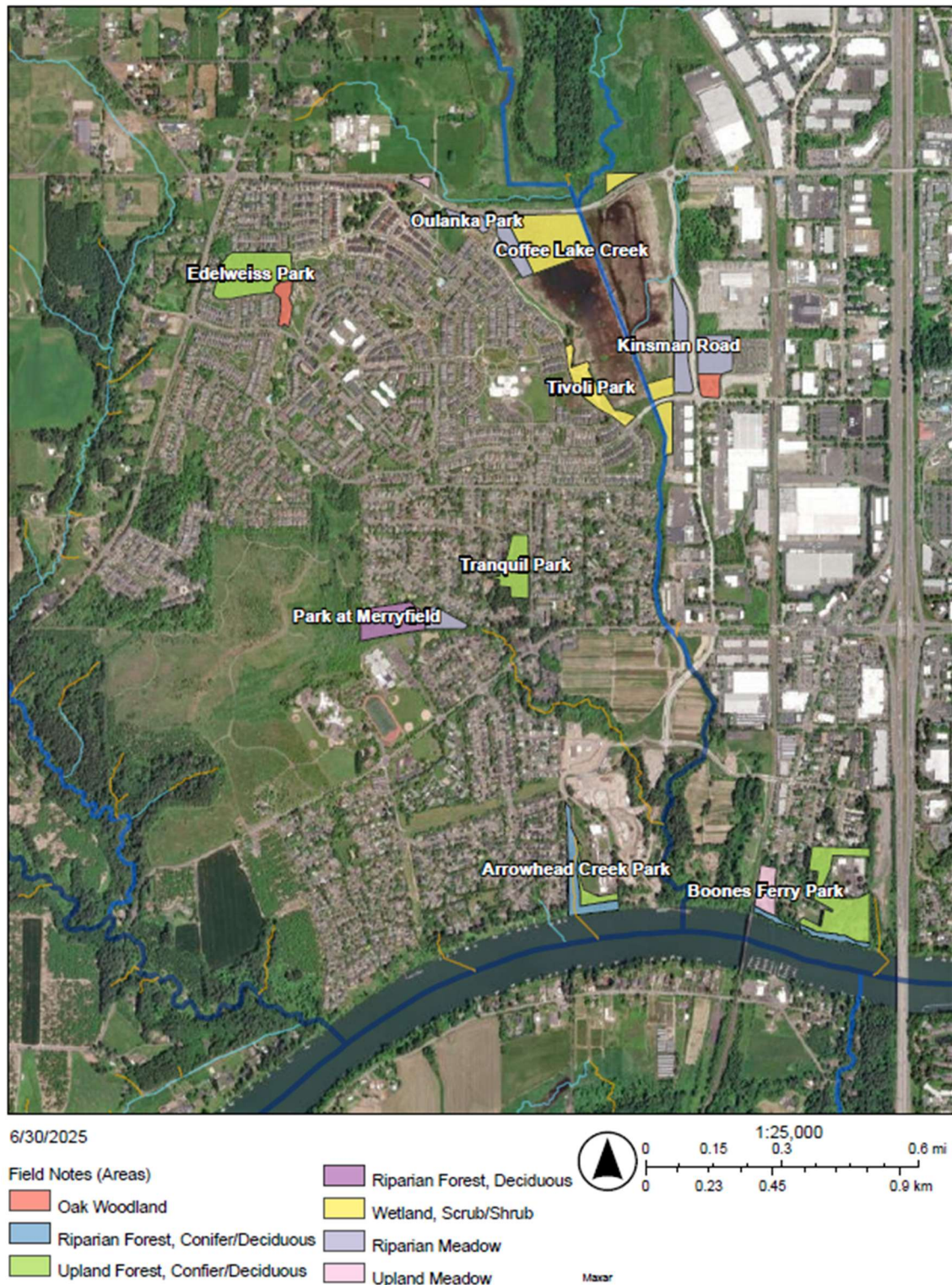


Figure D-1. Habitat delineations for City-owned natural areas west of the I-5 corridor in Wilsonville

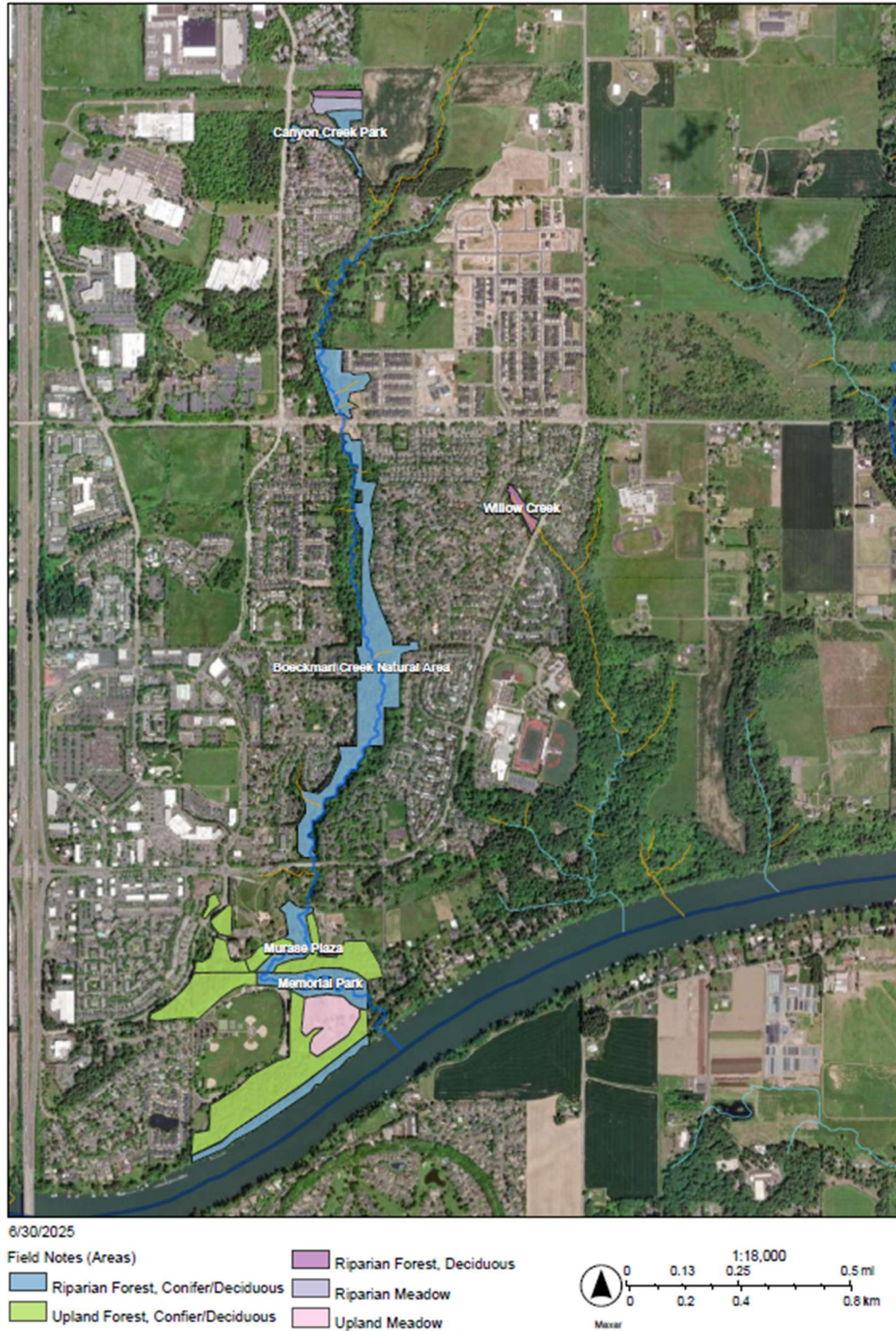


Figure D-2. Habitat delineations for City-owned natural areas east of the I-5 corridor in Wilsonville



Figure D-3: Arrowhead Creek Park habitat types



Figure D-4: Boones Ferry Park habitat types



6/11/2025

Field Notes (Areas)

Upland Forest, Conifer/Deciduous

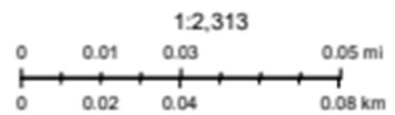


Figure D-5: Tranquil Park habitat types



Figure D-6: Park at Merryfield habitat types



Figure D-7: Edelweiss Park habitat types



Figure D-8: Oulanka Park habitat types



Figure D-9: Coffee Lake Creek Park habitat types

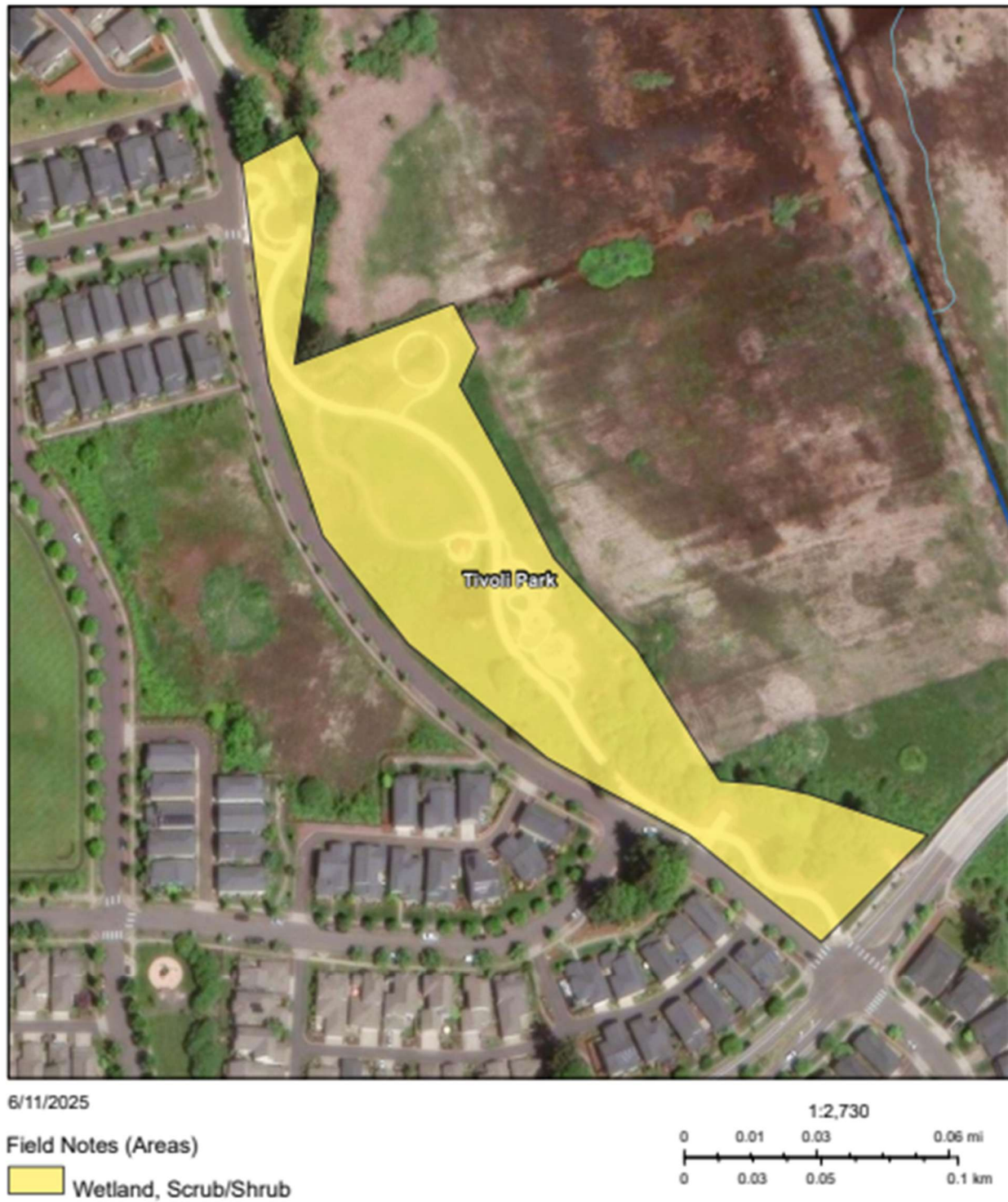


Figure D-10: Tivoli Park habitat types



Figure D-11: Kinsman Road habitat types



6/11/2025

Field Notes (Areas)

- Riparian Forest, Conifer/Deciduous
- Upland Forest, Conifer/Deciduous
- Upland Meadow

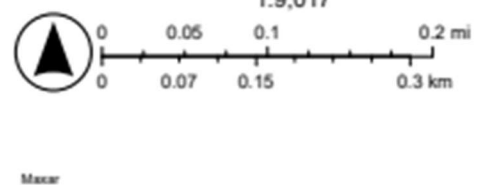


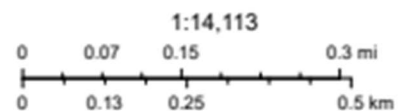
Figure D-12: Murase Plaza and Memorial Park habitat types



6/11/2025

Field Notes (Areas)

- Riparian Forest, Conifer/Deciduous
- Upland Forest, Conifer/Deciduous
- Riparian Forest, Deciduous



Earthstar Geographics

Figure D-13: Boeckman Creek and Willow Creek Park habitat types



6/11/2025

Field Notes (Areas)

- Riparian Forest, Conifer/Deciduous
- Riparian Forest, Deciduous
- Riparian Meadow

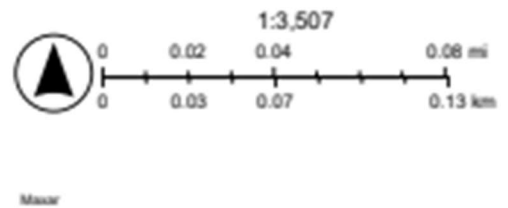


Figure D-14. Canyon Creek Park habitat types

Appendix E. Cost Estimates

The costs shown below are ranges of expected costs for site preparation, ladder fuel reduction, planting, and maintenance. Costs are shown in units per acre per year (ac/yr) and vary depending on habitat quality (i.e. good, fair, and poor). These costs are based on 2025 rates. For subsequent years, apply a 3% increase to account for inflation. If true inflation rate is known, make appropriate adjustments if rate is above or below 3%. Project management and mobilization costs are built into the rates.

Site Preparation				
The rates below represent 3 site preparation visits per year. IPM principles should be followed. Use combinations of mechanical, manual, and chemical methods to treat invasive species and prepare the site for planting.				
Habitat Quality	Unit	Cost		Description
Good	ac/yr	\$0.00	\$3,820.00	Expect zero to one years of site preparation. High quality sites with little to no invasive species cover may not need site preparation prior to planting.
Fair	ac/yr	\$6,588.50	\$9,278.50	Expect one to two years of site preparation before planting.
Poor	ac/yr	\$10,081.00	\$12,771.00	Expect two to three years of site preparation before planting.

Ladder and Wildfire Fuels Removal				
The ranges of costs below show the expected cost per acre per year for varying levels (intensities) of ladder and wildfire fuel reduction. Sites should be assessed to determine what ladder fuels are present and what other wildfire fuel risks are present (e.g. overstocked/dense forests). Thinning of trees larger than 10" will likely require working with certified arborists to safely and efficiently remove trees.				
Intensity	Unit	Cost		Description
Low	ac/yr	\$4,622.50	\$7,415.00	Removal of ladder fuels such as invasive brambles and brush in understory; sparse removal of small weedy trees.
Moderate	ac/yr	\$7,415.00	\$11,195.00	Sparse thinning of trees (< 8" DBH) in dense forested areas; removal of ladder fuels such as low tree branches and invasive brambles and brush in understory.
High	ac/yr	\$13,725.00	\$25,625.00	Major thinning of trees (< 8" DBH) in overstocked/dense forested areas ; removal of ladder fuels such as low tree branches and invasive brambles and brush in understory.

Bareroot or Live Stake Planting				
The rates below include ranges of estimates for plant purchase and installation. Narrower spacing results in higher quantities of plants per acre and is generally used to plant sites that were heavily site prepped, while wider spacing is utilized primarily for interplanting sites with larger amounts of native vegetation.				
Habitat Quality	Unit	Cost		Description
Good	ac/yr	\$1,964.30	\$2,773.28	Stewardship planting and interplanting to enhance existing native vegetation; approximately 10'x10' to 6'x10' spacing.
Fair	ac/yr	\$5,072.82	\$7,535.28	Row or cluster planting; 5'x5' to 4'x4' spacing.
Poor	ac/yr	\$7,535.28	\$12,693.90	Row or cluster planting; 4'x4' to 3'x3' spacing.

Maintenance				
The rates below represent 3 maintenance visits across one year. Maintenance should follow IPM principles and combine chemical, manual, and mechanical strategies for managing invasives after planting. Maintenance strategies may include ring-cuts or ring-sprays to reduce vegetation growth around plantings and spot sprays or manual labor to treat smaller patches of resprouting invasives. For maintenance, Habitat Quality refers to the quality of the site prior to site preparation. Sites that start out in fair or poor quality with high invasive cover will likely require more maintenance after site preparation and planting due to higher potential for invasive resprouts from the seedbank, than a high quality site that had low invasive cover to start.				
Habitat Quality	Unit	Cost		Description
Good	ac/yr	\$2,110.00	\$3,820.00	Expect at least one year of maintenance after planting.
Fair	ac/yr	\$5,362.50	\$7,282.50	Expect one to two years of maintenance after planting.
Poor	ac/yr	\$11,122.50	\$14,830.00	Expect two to three years of maintenance after planting.

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefit of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed Planning Commission and Development Review Board members and other resident planners who have contributed their time and expertise to the improvement of the City of Wilsonville; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Wilsonville and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2025 is hereby designated as **Community Planning Month** in the City of Wilsonville in conjunction with the celebration of National Community Planning Month.

Dated the 6th day of October 2025.

Shawn O'Neil Mayor