



CITY COUNCIL AGENDA

February 02, 2026 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@wilsonvilleoregon.gov

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

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

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. Coffee Creek Urban Renewal Plan Amendment - Land Assembly (*Lorenzen*) [30 min]

ADJOURN [5:40 PM]

URBAN RENEWAL AGENCY MEETING TO OCCUR IMMEDIATELY AFTER WORK SESSION

EXECUTIVE SESSION [5:50 PM]

1. ORS 192.660(2)(a) Employment of Public Officers, Employees and Agents

To consider the employment of a public officer, employee, staff member or individual agent.

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, February 2, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on January 20, 2026. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

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

COMMUNICATIONS [7:10 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 PM]

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

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

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

CONSENT AGENDA [7:45 PM]

9. [Resolution No. 3217](#)

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

10. [Resolution No. 3233](#)

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

11. [Resolution No. 3236](#)

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

12. [Minutes of the December 15, 2025 and January 5, 2026 City Council Meetings. \(City Recorder\)](#)

NEW BUSINESS [7:50 PM]

CONTINUING BUSINESS [7:50 PM]

PUBLIC HEARING [7:50 PM]

13. [Resolution No. 3229 - \(Request for continuance to a date certain of March 16, 2026.\)](#)

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

14. [Resolution No. 3230](#)

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

CITY MANAGER'S BUSINESS [8:20 PM]

LEGAL BUSINESS [8:25 PM]

15. [Public Contracting Quarterly Report](#)

ADJOURN [8:30 PM]

**AN URBAN RENEWAL AGENCY MEETING WILL
IMMEDIATELY FOLLOW THE WORK SESSION**

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting Kimberly Veliz, City Recorder at 503-570-1506 or cityrecorder@wilsonvilleoregon.gov: assistive listening devices (ALD), sign language interpreter, and/or

bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 2, 2026		Subject: Resolution No. 3217 Approve bid process; accept proposal and award a contract to Green Sweep Asphalt Services, LLC for street sweeping services contract Staff Member: Martin Montalvo, Operations Manager Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommend that City Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Financial Health	Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

To approve or deny the bid process, accept the preferred bidder and award a street sweeping service contract to Green Sweep Asphalt Services LLC. in the amount of \$399,000.00.

EXECUTIVE SUMMARY:

Street Sweeping is needed to keep our street and parking lot surfaces clean, reduce debris and litter from entering the areas streams and rivers. Street sweeping is a key Best Management Practice used in the operation and maintenance of the City's stormwater system. Sweeping ensures proper flow of rainwater into the stormwater system and maintains the structural integrity of the street and lot surfaces.

This service contract provides monthly sweeping of all city streets, twice a month sweeping of main bike lanes, quarterly sweeping and detailed cleaning of city lots, as well as special sweeping for various activities such as additional leaf removal; emergency spill response; accident debris removal; and adverse weather conditions.

On December 3, 2025, an invitation to bid to provide street sweeping services was advertised in The Daily Journal of Commerce. On January 7, 2026, the City received five (5) bid packages. All five (5) bids were deemed responsive and scored for acceptance based on the criteria outline within the Request for Proposal.

This contract is a three-year contract which includes an option to extend the contract for two (2) additional one (1) year periods. The proposed rates are included in Attachment 1: Street Sweeping Services RFP: Bid Rate. Bidders were required to commit to a fixed hourly rate per equipment type. For bidding purposes annual cost was calculated utilizing estimated hours for completing the work. Actual hours will vary annually based on the level of effort to complete the work. The contract requires that street sweeping materials be disposed of in compliance with the latest state and federal regulations. The cost of disposal will be a "Pass Through Cost" with a percentage fee for handling and transportation of the material. The contract allows for annual adjustments of the initial bid rates based on the previous 12-month Consumer Price Index.

EXPECTED RESULTS:

This contract will assist the City in removing harmful pollutants from roadways and assist in maintaining compliance with the City's National Pollutant Discharge Elimination System (NPDES) and the Municipal Separate Storm Sewer System (MS4) permits.

TIMELINE:

Contract is an initial three (3) period with the option of two (2) additional one-year extensions.

CURRENT YEAR BUDGET IMPACTS:

The fiscal year (FY) 2025-26 Stormwater Operations Budget currently allocates \$399,000.00 annually to Street Sweeping Services.

COMMUNITY INVOLVEMENT PROCESS:

This contract was publicly advertised and competitively bid in accordance with the provision of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

This contract will help protect the quality of the environment by removing pollutants from the roadways prior to entering the waterways, in compliance with the City's National Pollutant Discharge Elimination System (NPDES) and the Municipal Separate Storm Sewer System (MS4) permits. It will also help assure the safety of the roadways for the commuting public and protect the City's infrastructure from long term impairment.

ALTERNATIVES:

Reject the contract and begin an in-house street sweeping program. An interim contract would be needed to bridge the start-up time for the program. An in-house program would require at least two street sweepers: a regenerative air sweeper and a mechanical broom sweeper. The average cost of new sweeper units is currently \$450,000 per unit and have a six-to-eight-month lead time. Three new full time equivalent (FTE) employees, two sweeper operators (Road Maintenance Specialist) and a mechanic (Equipment Mechanic II) would also be required to support the program. The city would still bare the cost of materials disposal and required increased operational funds for equipment maintenance and materials. First year and annual recurring cost are outlined below.

Item	Year One	Recurring
Regenerative Air Sweeper	\$ 450,000.00	
Mechanical Sweeper	\$ 450,000.00	
Mechanic II	\$ 122,634.00	\$ 122,634.00
Roads Maintenance Specialist	\$ 118,581.00	\$ 118,581.00
Roads Maintenance Specialist	\$ 118,581.00	\$ 118,581.00
Waste Disposal	\$ 90,000.00	\$ 90,000.00
Operational Funds for Fleet and PW	\$ 20,000.00	\$ 20,000.00
TOTALS	\$ 1,369,796.00	\$ 469,796.00

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3217
 - a. Professional Service Agreement for Street Sweeping Services
 - b. Bid Rate Sheet

RESOLUTION NO. 3217

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD APPROVING THE BID PROCESS; ACCEPTING THE PROPOSAL WHICH WILL BEST SERVE THE INTEREST OF THE CITY; AND AWARDING A CONTRACT TO GREEN SWEEP ASPHALT SERVICES, LLC., FOR THE PROJECT KNOWN AS STREET SWEEPING SERVICES.

WHEREAS, the City of Wilsonville needs street sweeping services provided by a contractor with particular training, ability, knowledge and experience; and

WHEREAS, public contracts for such services must comply with Oregon competitive bid laws in accordance with Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the Wilsonville City Council serves as the city's Contract Review Board; and

WHEREAS, the City of Wilsonville went through such a competitive process for street sweeping services; and

WHEREAS, an invitation to bid for Street Sweeping Services was advertised on December 3, 2025 in the Daily Journal of Commerce; and

WHEREAS, five proposals were submitted for consideration on January 7, 2026; and

WHEREAS, the proposals met the requirements established in the Request for Proposals and were scored for acceptance; and

WHEREAS, in the public interest the City Council acting as the Local Contract Review Board has determined that Green Sweep Asphalt Services, LLC. is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, the City's FY 2025/2026 budget includes \$399,000.00 appropriated for street sweeping services:

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

Section 1. The City Council acting as the Local Contract Review Board finds and concludes:

- a. The recitals of findings above are incorporated by reference herein.
- b. The proposal by Green Sweep Asphalt Services, LLC, is deemed the preferred responsible/responsive bid and is in the best interest of the City. The agreed annual hourly rates are included in Attachment B of this Resolution.

Section 2. In accordance with the provision of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the City Council acting as the Contract Review Board hereby award the contract for street sweeping services to Green Sweep Asphalt Services, LLC. in an amount not to exceed \$399,000.00

Section 3. The Public Works Director is authorized to approve extra services to this contract as required provided, however, the total cost does not exceed the approved budget for street sweeping services

Section 4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February 2026 and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Shevlin

Councilor Scull

EXHIBITS:

- A. Professional Service Agreement for Street Sweeping Services
- B. Bid Rate Sheet

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Street Sweeping Services Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Green Sweep Asphalt Service, LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Contractor will perform street sweeping services for the City of Wilsonville, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein, and as described in the Street Sweeping Mapbook, attached hereto as **Exhibit C** and incorporated by reference herein (collectively, the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 2. Term

2.1. The term of this Contract shall be from the Effective Date through and including December 31, 2029, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods by written amendment to this Contract.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not-to-exceed annual amount of **Three Hundred Ninety-Nine Thousand Dollars (\$399,000.00)**, based

on Contractor's unit pricing stated in **Exhibit B** attached hereto and incorporated by reference herein, 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 set forth in **Exhibit B**.

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

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

3.4. CPI Adjustment. Prior to each annual anniversary date of the Effective Date, the Parties may negotiate and execute, in writing, an escalation of the unit pricing set forth in **Exhibit B** using the most recently published twelve-month percent change of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers West-Size Class A (CPI-U) for all items, not seasonally adjusted ("CPI Adjustment"), but which no CPI Adjustment in any one year may exceed five percent (5%).

Section 4. City's Rights and Responsibilities

4.1. 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.

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

Section 5. 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 6. Contractor's Project Manager

Contractor's Project Manager is Jennifer Akerill. 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 7. Subcontractors and Assignments

7.1. 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.

7.2. 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 8. Contractor Is Independent Contractor

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

Section 9. Contractor's Responsibilities

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

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

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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:

9.6.1. 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

9.6.2. 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

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

9.7. 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.

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

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

9.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.11. 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.

Section 10. Indemnity

10.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2**. 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.

10.2. 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 11. Insurance

11.1. 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:

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

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

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

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

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

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

11.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 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 non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

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

11.2. Primary Coverage. The coverage provided by the policies in **Sections 11.1.1 and 11.1.2** 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 12. Suspension

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

responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 13. Early Termination; Default

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

13.1.1. By mutual written consent of the parties;

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

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

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

13.3. 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.

13.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 8, 9.1, 9.11, 10, 13.2, 16, and 17** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 13**.

Section 15. Contract Modification; Change Orders

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

Section 16. 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

To Contractor: Green Sweep Asphalt Service, LLC
Attn: Jennifer Akerill
12312 NE 99th Street
Vancouver, WA 98682

Section 17. Miscellaneous Provisions

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

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

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

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

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

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

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

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

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

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

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

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

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

17.17. 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.

17.18. 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.

17.19. 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:

GREEN SWEEP ASPHALT SERVICE, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

I Scope of Work

Contractor shall provide street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots, as outlined below and on the attached City map:

Task 1: Base Services

The City of Wilsonville seeks an experienced and qualified street sweeping contractor to provide the following street sweeping services for the City of Wilsonville (collectively "Basic Services"):

1. Monthly sweeping of all City streets (179 lane miles). See Appendix D – Street Sweeping Mapbook for exact locations and square footage.
2. An additional monthly sweep of the Wilsonville Road, Boeckman Road, Town Center Loop and Canyon Creek bike lanes (an additional 17.69 per month).
3. Quarterly sweeping all nine City parking lots (approximately 527,565 square feet).
4. Twice annually sweeping of all Public Works and Fleet Maintenance yards (approximately 179,014 square feet).
5. Disposal of all materials collected. Wilsonville generates an average of 45 tons per month (540 tons annually) of street sweeping debris. Proposers shall identify their proposed disposal method and their anticipated unit cost for disposal of materials collected from street sweeping activities. If proposer intends to dispose of the materials at a permitted disposal facility, they should identify the facility and any proposed additional nominal fees for disposal (i.e. *Disposed of at XX facility at their current disposal cost plus YY% for handling /transportation*).

The contractor is responsible for all disposals of debris collected from sweeping services. Cost of disposal will be the pass through cost of disposal at an approved location plus any fixed percentage handling fee.

Task 2: Additional Services

The contractor must also provide the following additional street sweeping services (collectively "Additional Services"):

1. Emergency Response (must be within 60 minutes of request from the City)
2. Storm clean-up, including sand clean-up after snow and ice event and windstorm events
3. Call out response which includes accidents and/or spills
4. Response to specific citizen request received and approved by the City
5. Street sweeping prior to community events
6. Special sweeps requested through the Additional Services Request Order. The Additional Services Request Order is attached within Appendix C.

II General and Special Conditions

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

General Requirements

1.1 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the City showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed
- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the commuter rail station parking lot shall be itemized separately
- GPS documentation of work completed including routes completed including the equipment used, locations swept, date and time.

1.2 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Agreement as estimates. The quantities shown within the SOW or within the map book are estimates and not exact. They represent past purchasing activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

1.3 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost to the City.

1.4 Records

The City shall have access to such books, documents, papers, and records of the Contractor as are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcripts.

The Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. The Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

1.5 Contractor's Office

The Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

1.6 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City shall have communication to the sweeper by cellular phone through the Contractor.

1.7 Project Safety

The Contractor agrees that in performing the work contained within this Agreement, that it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Agreement will be reviewed, and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

1.8 Incidental Costs and Additional Compensation

The Contractor shall be responsible for all miscellaneous and incidental costs associated with street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets

and lots. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this Agreement without additional compensation where debris collects on streets caused by excessive rainfall or caused by street sanding during or after snowfall. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

Service Requirements

2.1 Scope of Services

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Public Works Director or designee.

2.2 Response Times

In the event of an accident, spill, or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours per day, within 60 minutes of receiving telephone notice from the City to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

2.3 Contractor's Work Schedule

Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

2.4 Sweeping Schedule

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at a minimum of once per month, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the City deems it necessary, the Contractor may be required to sweep a street or streets more often than once each month. Once established, the Contractor shall adhere to the approved schedule.

Within ten (10) calendar days of the execution of this Contract, Contractor shall submit for the City's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. Contractor shall observe any legal holiday, as specified in ORS 279B.020, and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should Contractor need to modify the schedule, as submitted, Contractor shall give no less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.

The bike lanes along Boeckman Road from Canyon Creek Road to Stafford Road are separated from the travel lanes by a raised curb. These protected bikes lines require additional coordination for sweeping. The protected bike lanes must be blown out into the travel lane prior to sweeping. City Staff or its landscaping contractors will blow these lanes out prior to sweeping. Contractor must commit to a set day and time each month for these lanes to be swept.

2.5 Records/Logs

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the City a written report giving the information required in the proceeding sentence along with the monthly invoice. It is the Contractor's responsibility to provide the City with all required information stated in this section.

2.6 Employees

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such services. Contractor shall always require all employees to be courteous to the public, to perform their work as quietly as possible, and to be neat in appearance.

Contractor agrees to provide adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by Contractor, upon written request of the City. Failure to comply with such request is sufficient grounds for termination of the Contract.

2.7 Contractor's Equipment

The equipment required for performance of the Contract shall be street sweepers (Mechanical or Regenerative Air) and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair and operate at the original manufacturer's specifications (compliant with PM-10 efficiency and Rule 1186 certified).

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Oregon, Motor Vehicles Division.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the Contract. In addition, the secondary sweeper shall not be used more than 10% of the time. During those times both

sweepers are cleaning, the 10% does not apply. The acceptability of Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Public Works Director or designee.

Regenerative Air sweepers shall be used for the stormwater management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

All sweeping vehicles will be numbered and shall have Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a GPS tracking device and speed-monitoring device. Contractor shall submit with the monthly invoice Tac-o-graph report showing the speed and miles swept on each sweeper used for this Contract as well as a graphical representation of all areas swept and invoiced within that period. The information shall include but not be limited to equipment used, locations swept, date and time. Failure to comply with these requirements shall be just cause for termination of the Contract.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the City.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Public Works Director or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean

debris spilled or tracked within the same day notice is given by Public Works, the Public Works Director or designee may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

2.9 Water Use

The City will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the City-owned streets and facilities. The Contractor shall use a Chapman Valve when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services.

2.10 Inspections

Inspection of street swept will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

2.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

2.12 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated City waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Public Works Director or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

The Contractor is required to have a back-up means of handling material in case of primary equipment failure.

2.13 Utilities

The Contractor shall be obligated to protect all public and private utilities from damage while performing the services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from the Contractor's activities.

Hazardous Substances

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Oregon Department of Environmental Quality and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the City. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Oregon Driver's Licenses.

Disposal

Within the first 30 days of this Agreement, and as requested by the City during the term of the Agreement, the Contractor must provide to the City a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The Contractor is operating its own waste storage site. It shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem, or which result in damage to the public and private property shall not be permitted. The waste processing facilities may be subject to inspection as any time during the term of this Agreement.

The Contractor will be responsible for obtaining the necessary permits for dumping at waste sites provided by the Contractor.

The Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated City property and must be removed within 24 hours of completion of work.

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Oregon Department of Environmental Quality and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Oregon Department of Environmental Quality for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

Attachment 1: Street Sweeping Services Request for Proposals: Bid Rate

Criteria	Greensweep Asphalt Services	
	Contracted Hourly Rate	Estimated Annual Cost
Annual Scheduled Sweeping of Streets: 12 sweeps of 179 lane miles		
A. Regenerative Air Sweeper:		
\$_____ per hour x 1600 (estimated) hours	\$ 150.70	\$ 241,120.00
Annual Scheduled Sweeping of Bike Lanes: 12 sweeps of 17.7 lane miles		
B. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Nine Parking Lots: 4 sweeps of 527,565 square feet		
C. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Two Service Yards: 2 sweeps of 527,565 square feet		
D. Regenerative Air Sweeper:		
\$_____ per hour x 12 (estimated) hours	\$ 150.70	\$ 1,808.40
Miscellaneous Non-Scheduled Requested Sweeping		
E. Mechanical Sweeper:		
\$_____ per hour x 15 (estimated) hours	\$ 198.91	\$ 2,983.65
Services Subtotal:		\$ 263,996.05
Materials Disposal		
Unit Cost (Pass through Cost)	\$ 161.14	\$ 87,015.60
Handling / Transportation Fee		10%
Annual Estimated Handling Fee at 540 tons		\$ 8,701.56
Disposal Subtotal		\$ 95,717.26
Grand Total (Service + Disposal)		\$ 359,713.31

Total with contingencies, not to exceed \$399,000.00

EXHIBIT C

Street Sweeping Mapbook

Page 2

Page 3

Page 4

SW Elligsen Rd.

Page 5

Page 6

SW Boeckman Rd.

Page 7

Page 8

Page 9

Page 10

Pg. 16

Pg. 17

Pg. 18

Pg. 19

Pg. 20

Pg. 21

Pg. 22

Pg. 23

Pg. 24

Pg. 25

Pg. 26

SW Wilsonville Rd.

Page 11

Page 12

Page 13

Page 14

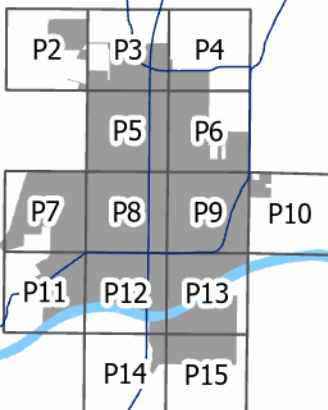
Page 15



0 0.5 1 Miles

PARKING LOTS

- Page 16 . . Public Works
- Page 17 . . SMART / Fleet
- Page 18 . . WES Station
- Page 19 . . Town Center Park
- Page 20 . . City Hall
- Page 21 . . Community Center
- Page 22 . . Library
- Page 23 . . Murase Plaza
- Page 24 . . Memorial Park
- Page 25 . . Tauchman Park
- Page 26 . . Arrowhead Park



Sweeping Schedule

- Monthly
- 2x / Month
- Buffered Bike Lanes
- Parking Lots

178.32 Lane Miles

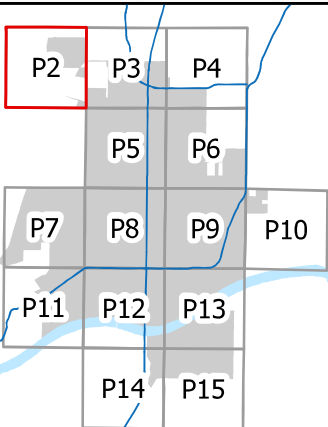
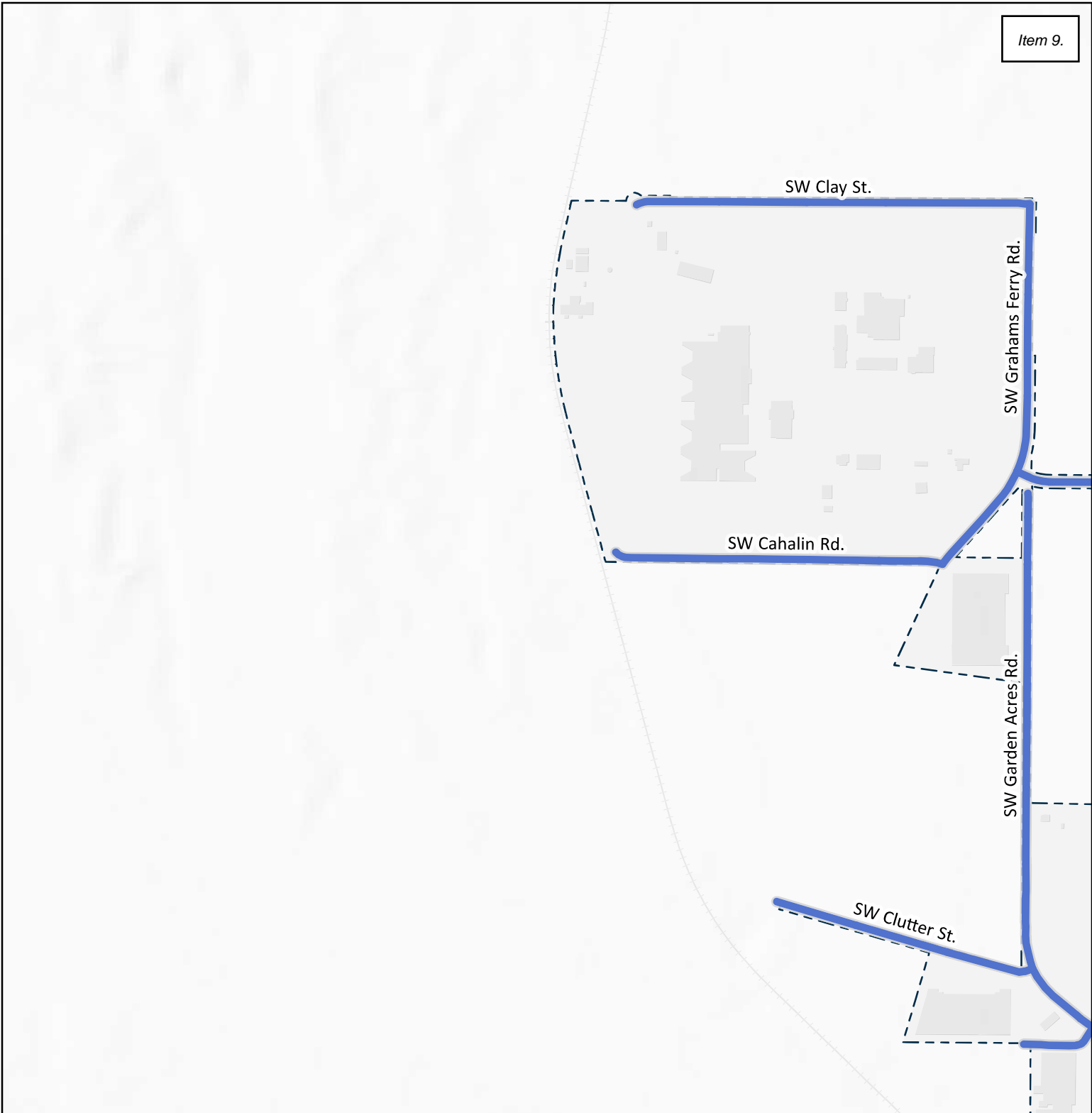
17.69 Additional Miles for the Additional Sweep

Trash Pickup Schedule



- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



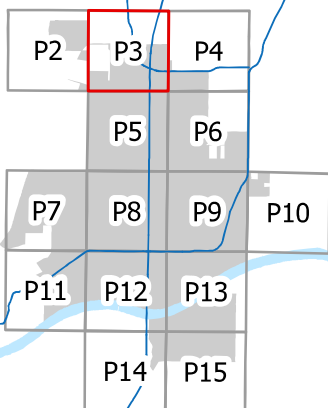
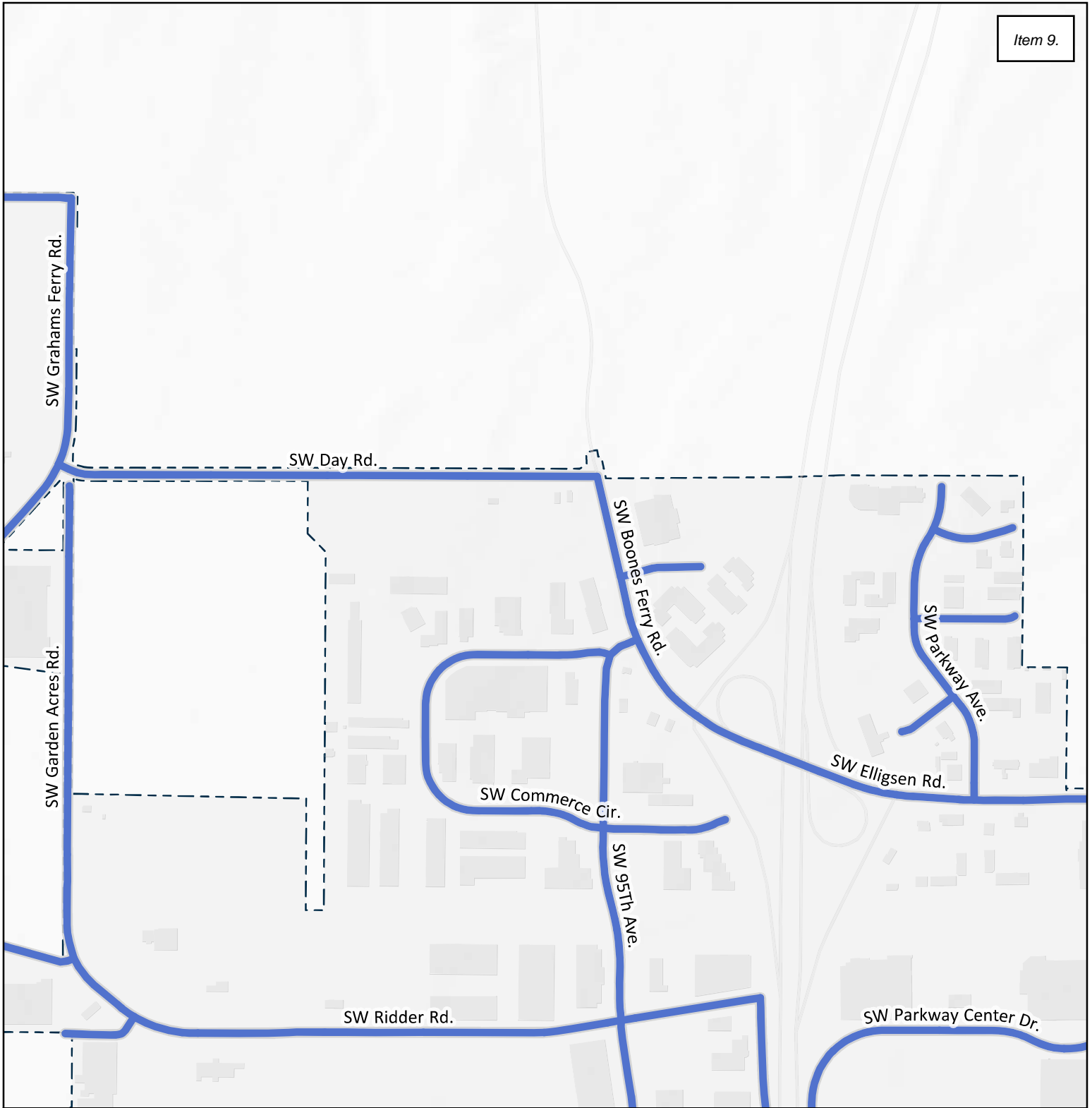
City Limit





Sweeping Schedule

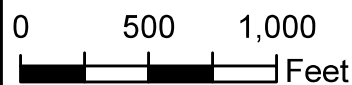
-  Monthly Service
-  2x / Month Service

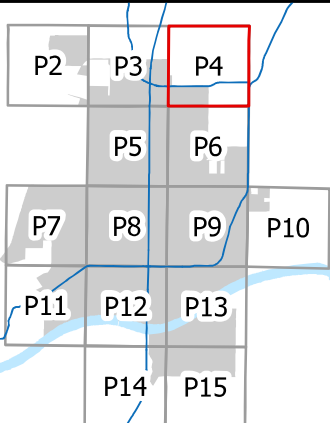
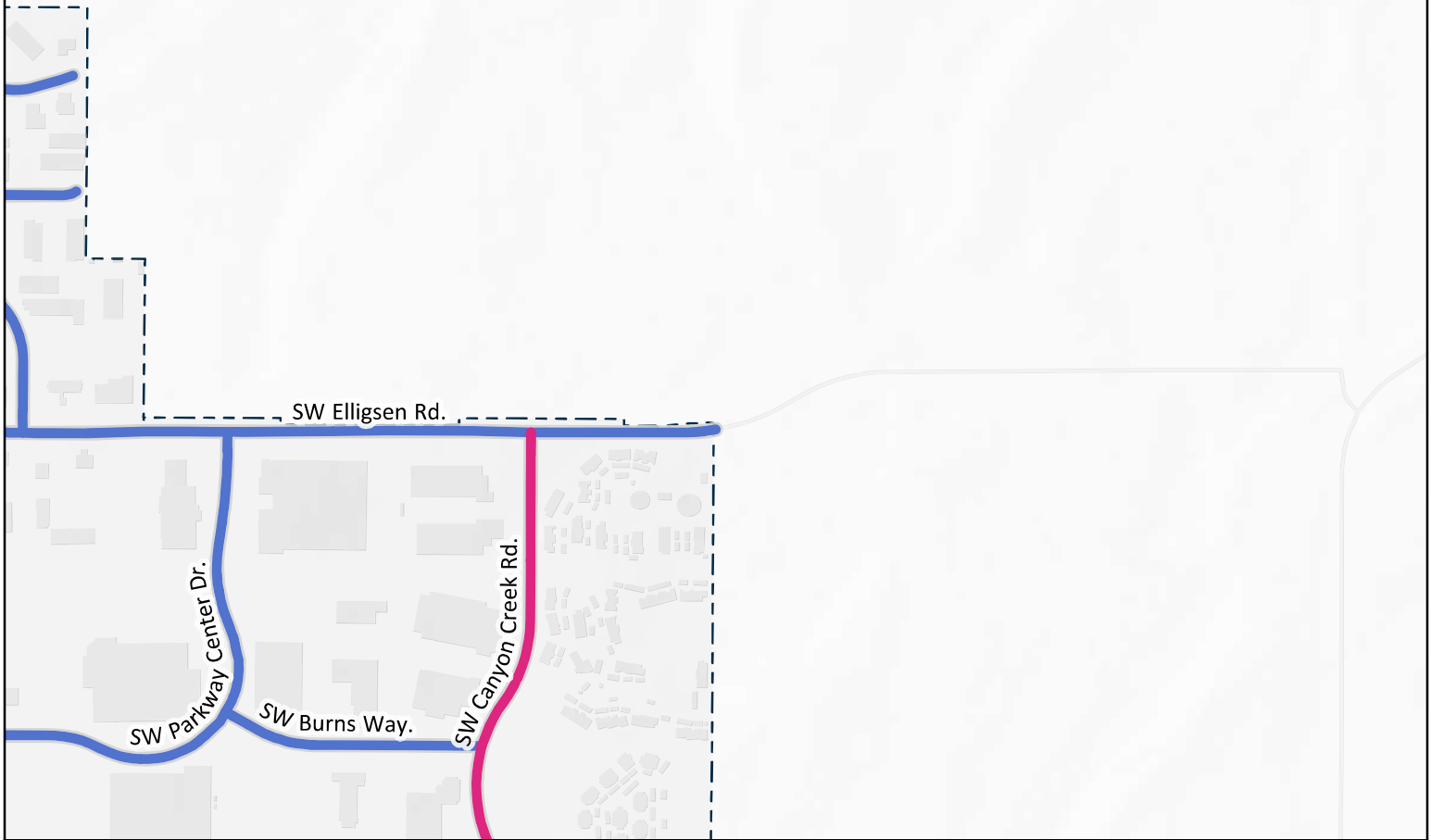




Sweeping Schedule

-  Monthly Service
-  2x / Month Service

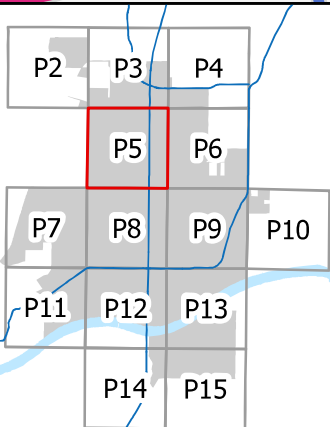
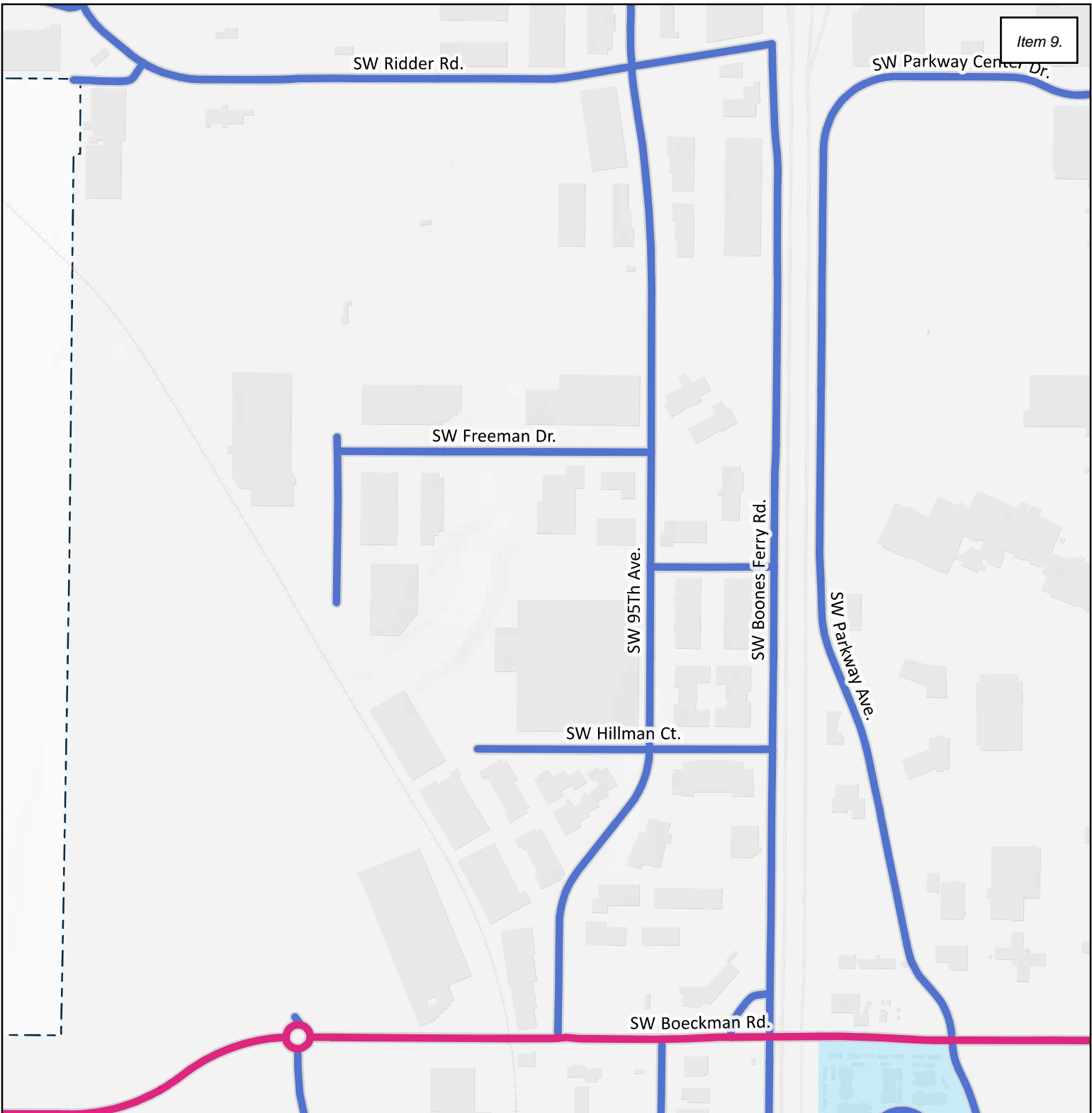




Sweeping Schedule

- Monthly Service
- 2x / Month Service



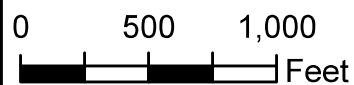


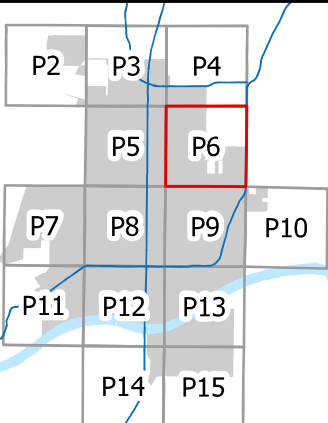
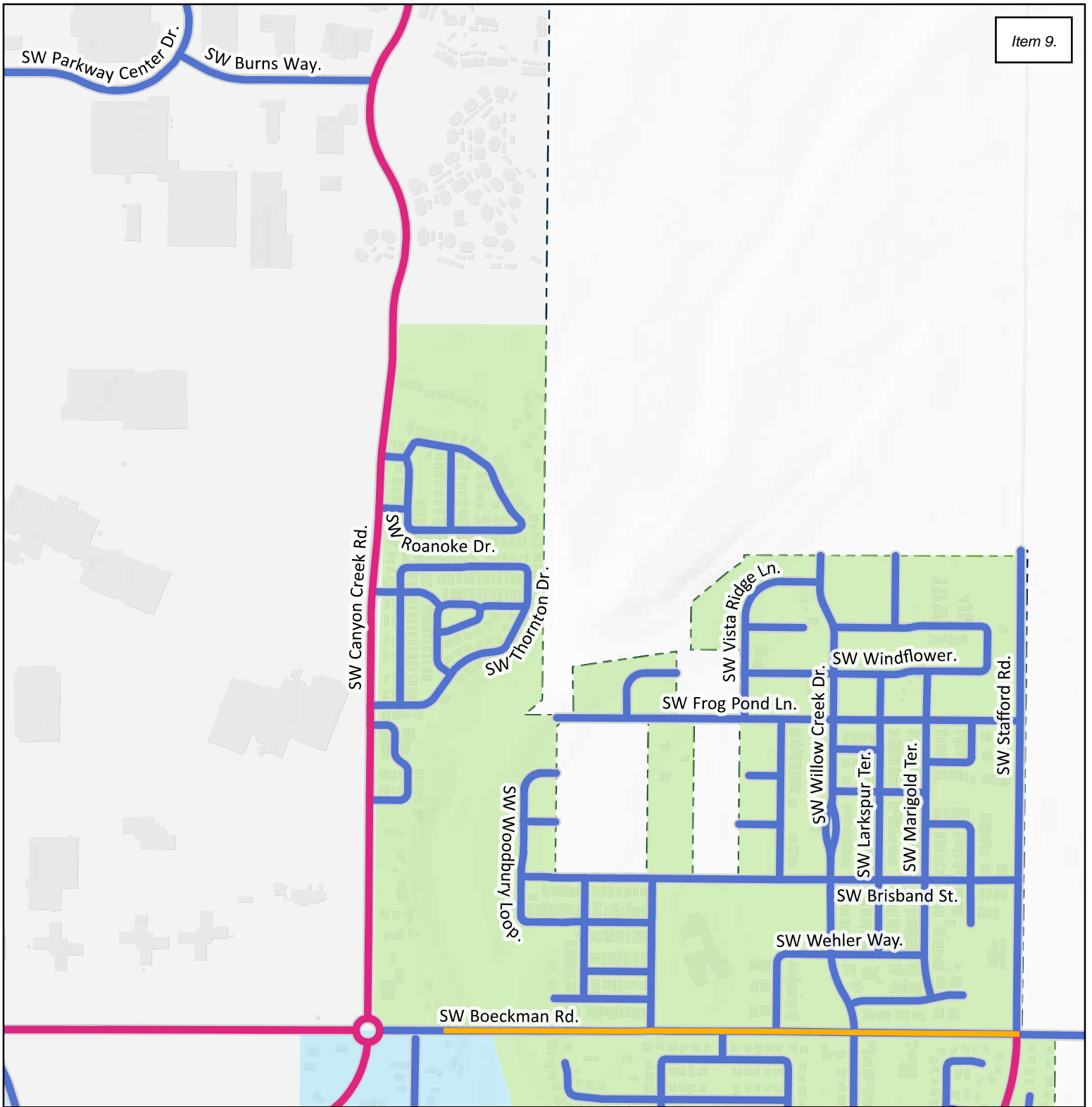
Sweeping Schedule

- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Monday





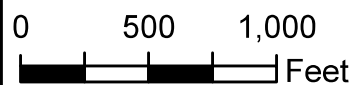
Sweeping Schedule

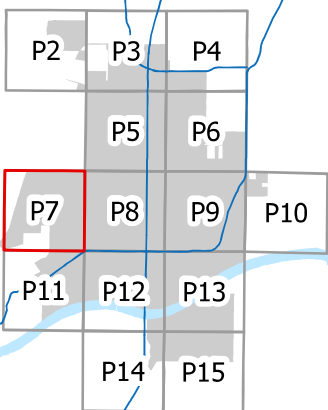
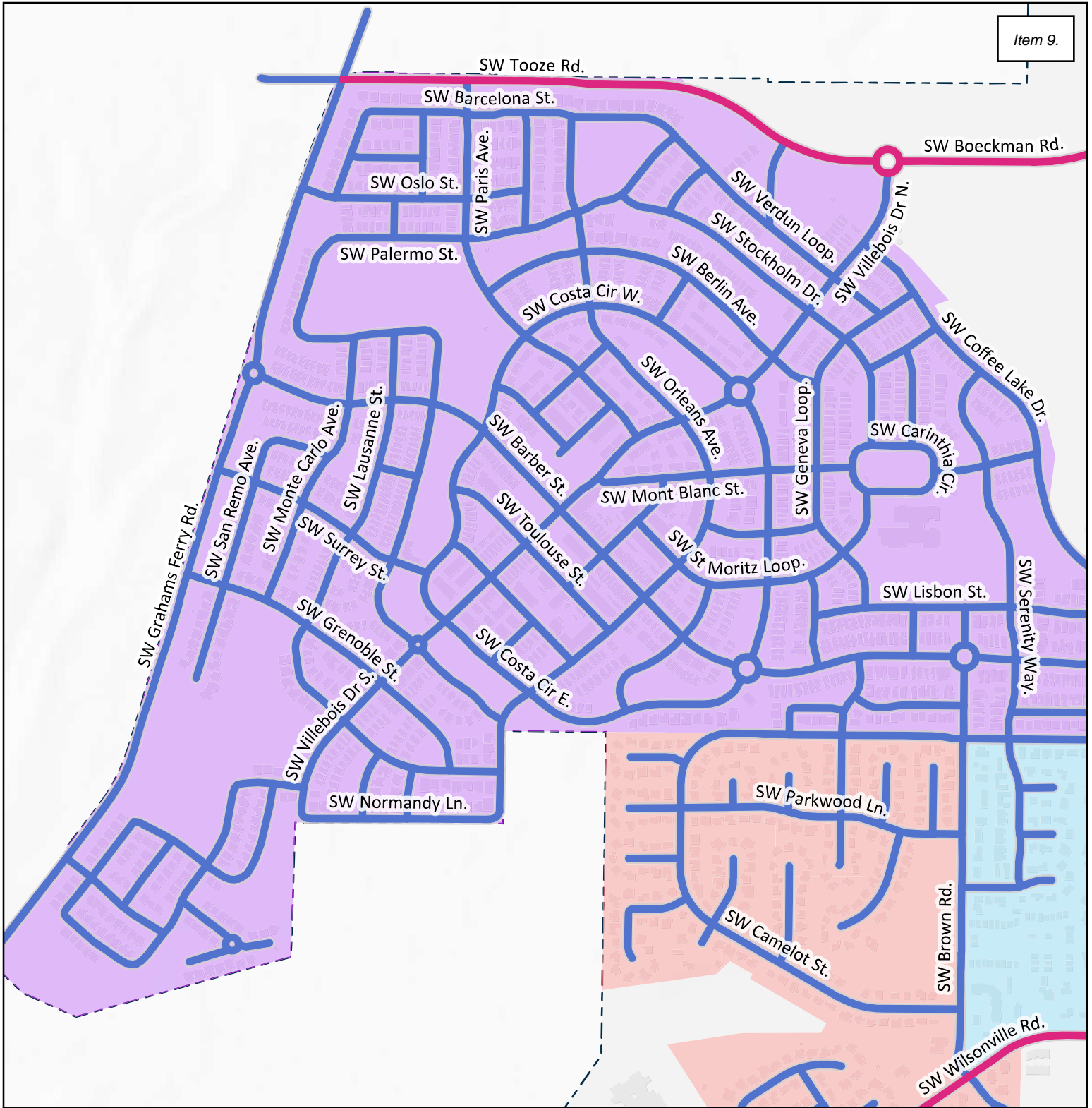
- Monthly Service
- 2x / Month Service

Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





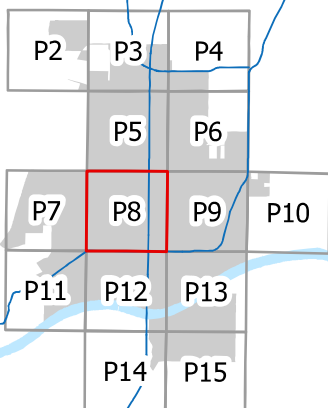
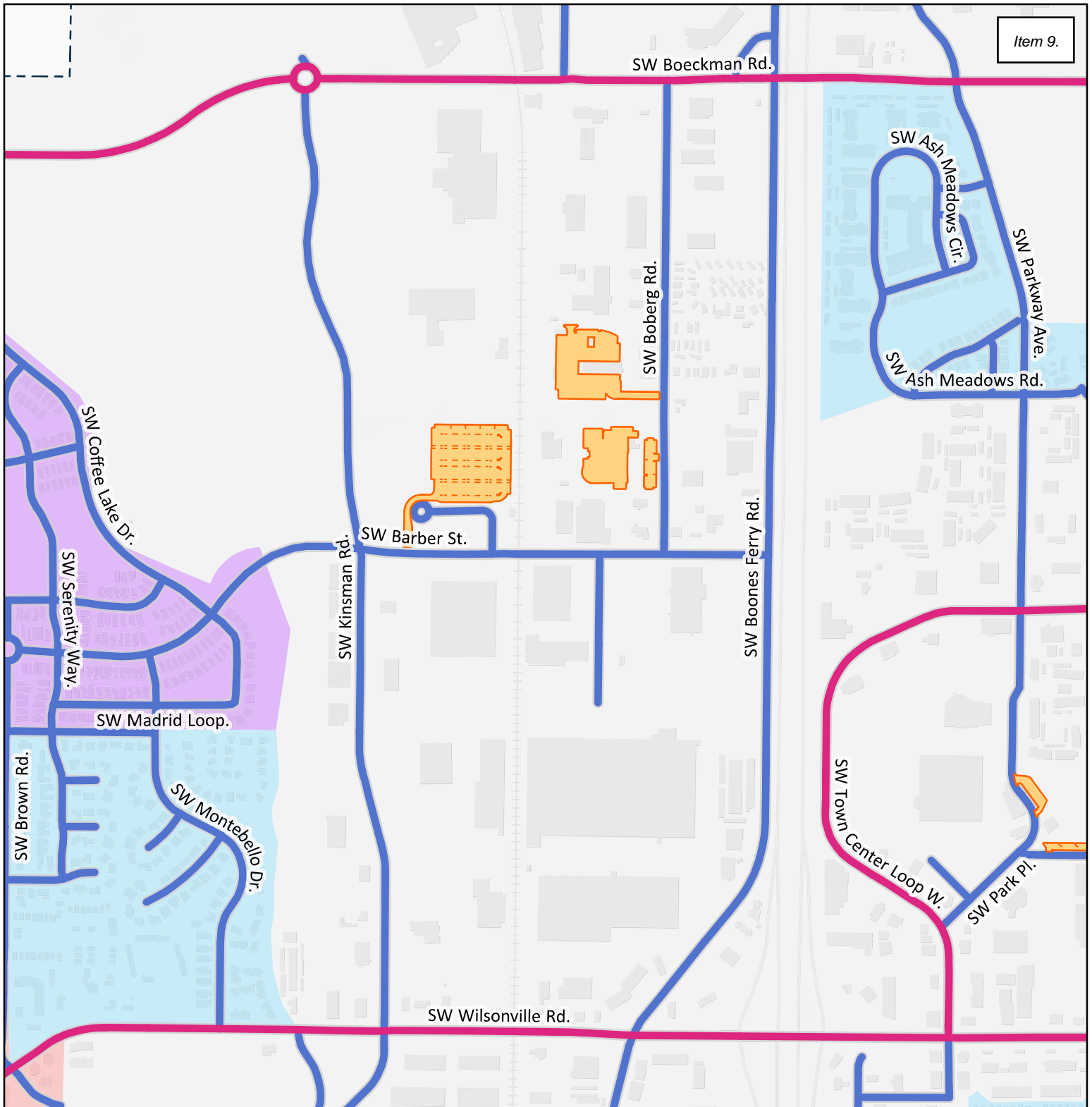
Sweeping Schedule

- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Monday
- Thursday
- Friday





Sweeping Schedule

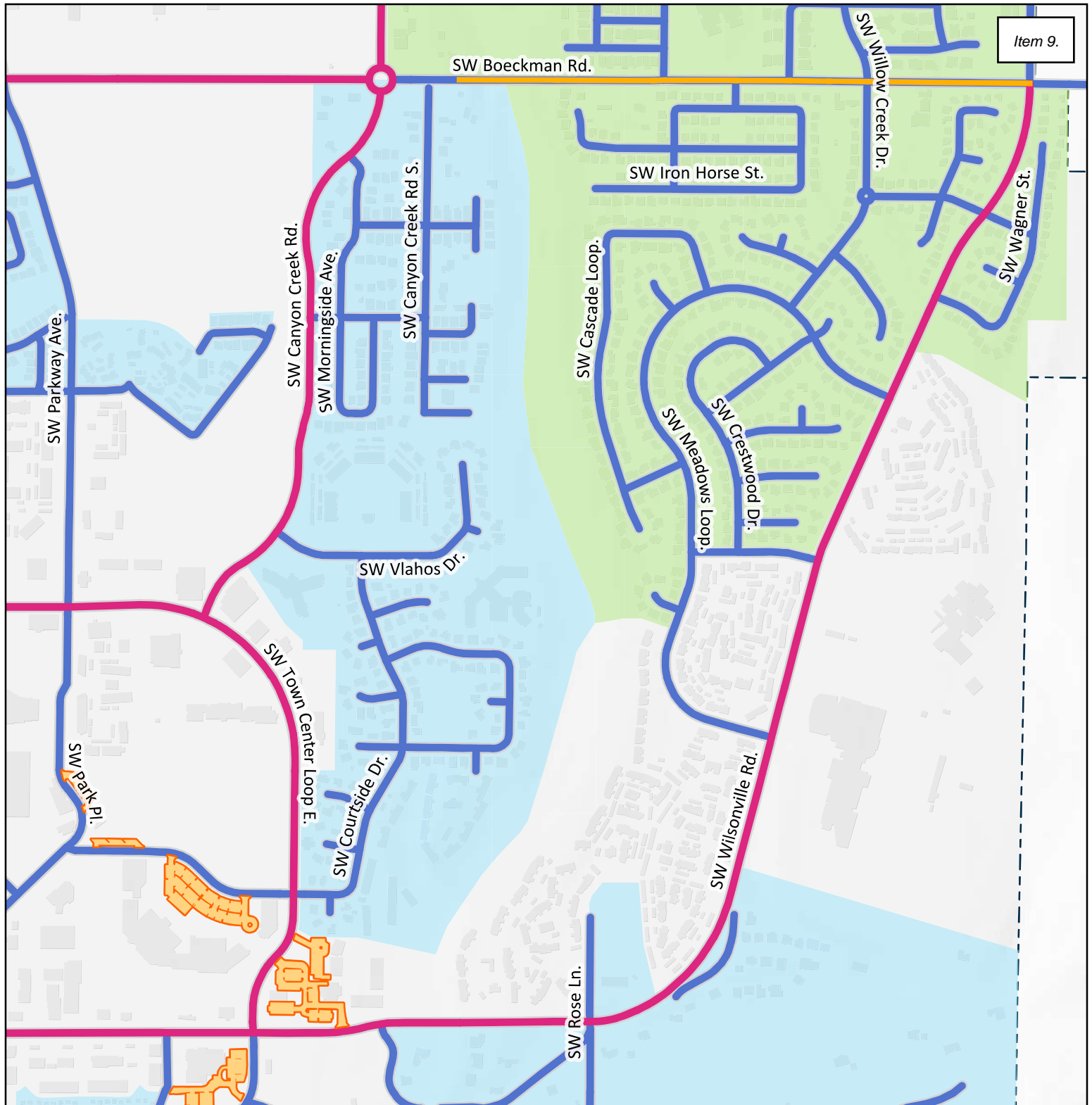
- Monthly Service
- 2x / Month Service

Parking Lots

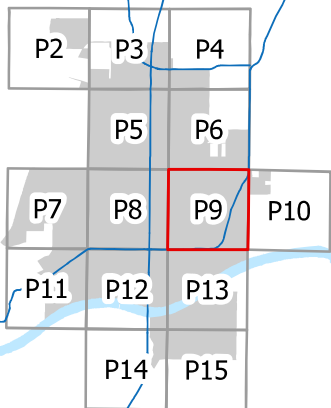
Trash Pick Up Schedule

- Monday
- Thursday
- Friday





Item 9.

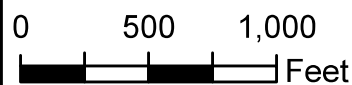


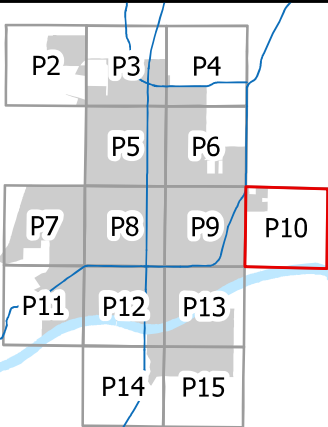
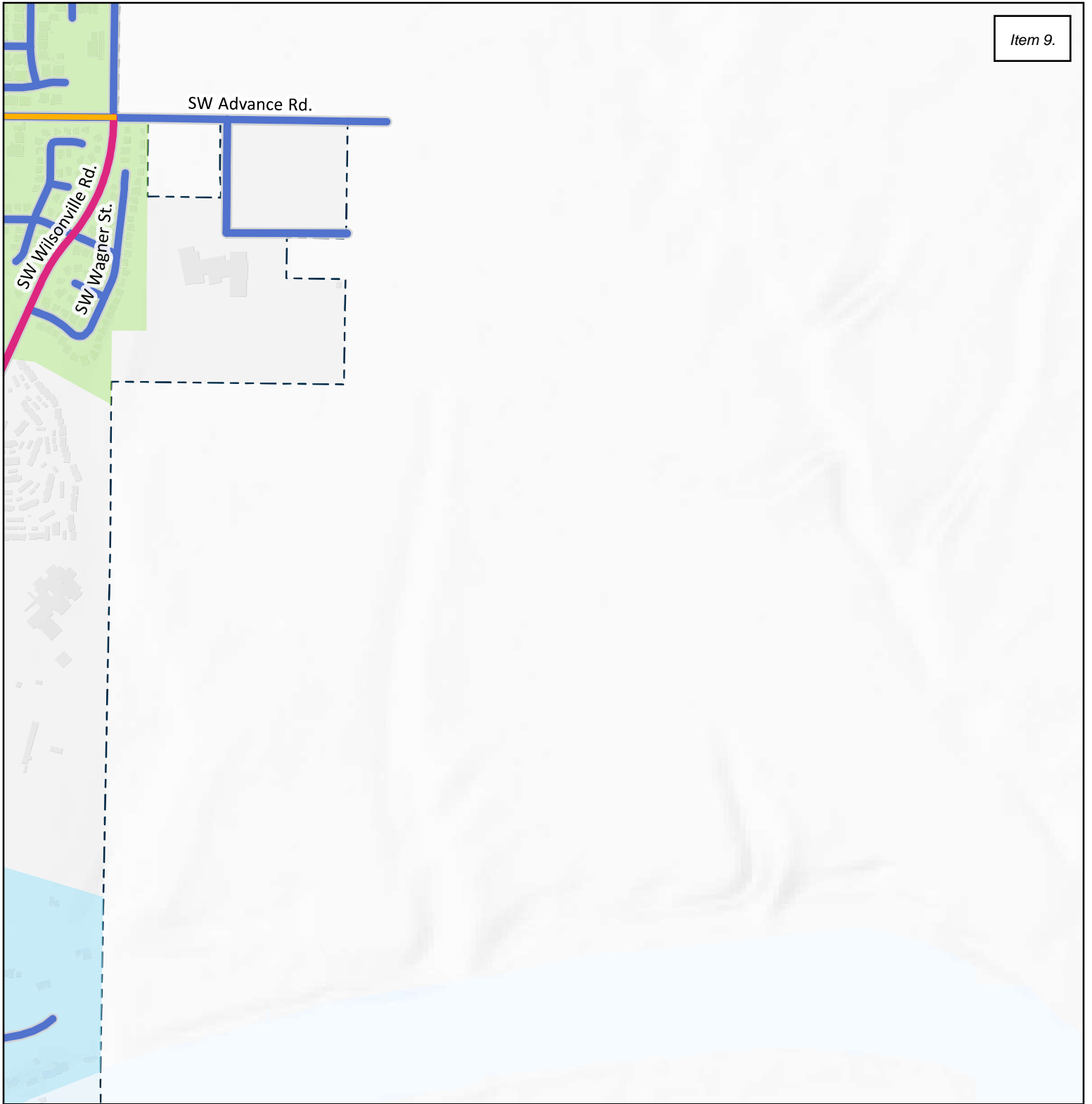
Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots
- Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





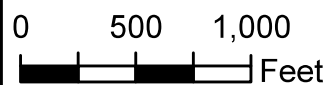
Sweeping Schedule

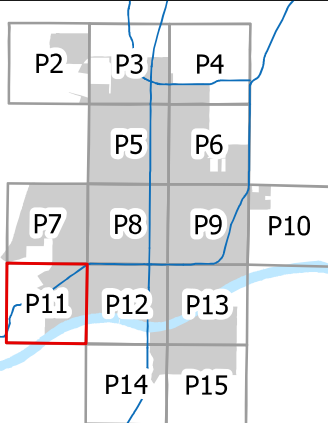
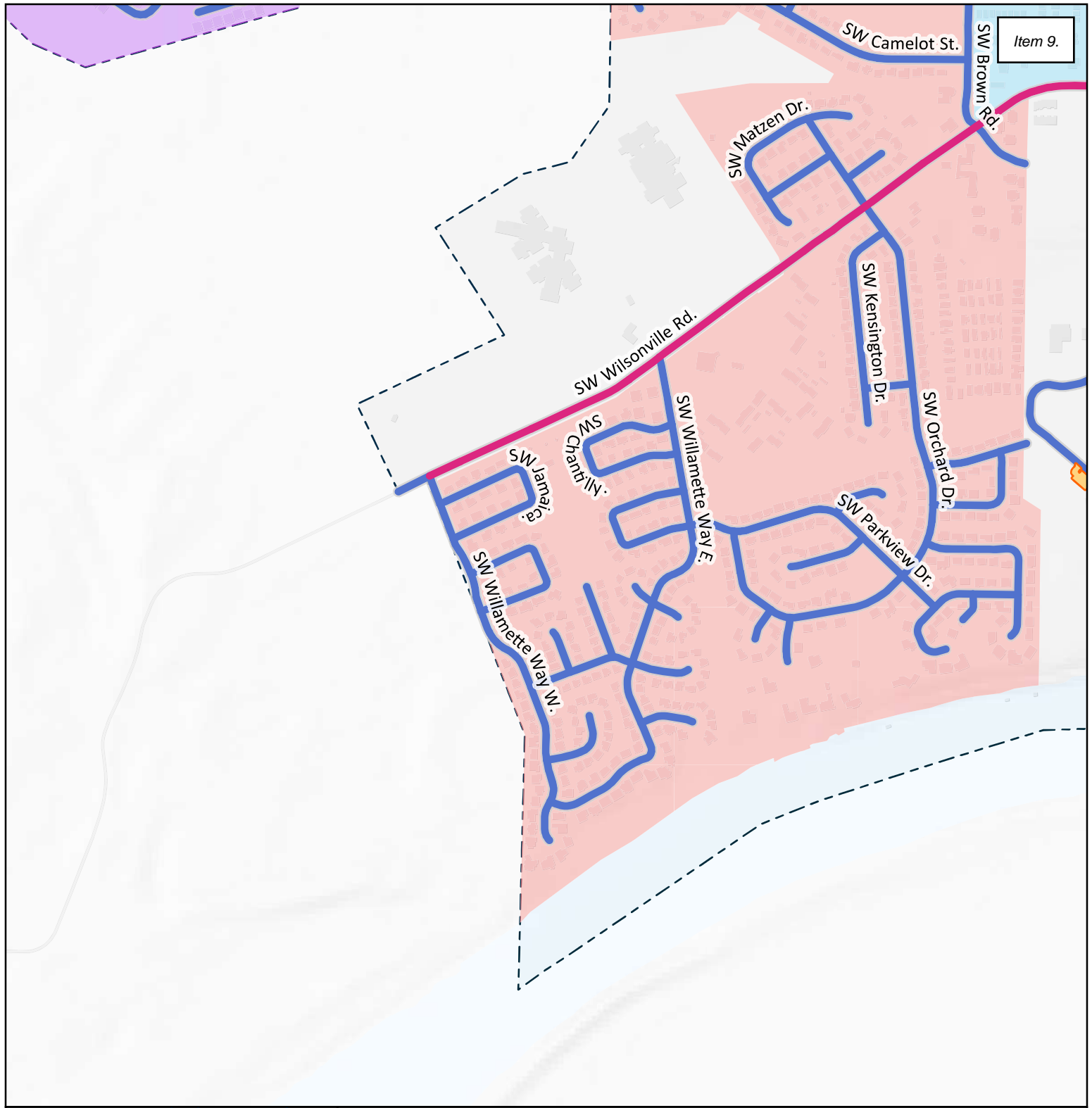
- Monthly Service
- 2x / Month Service

Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





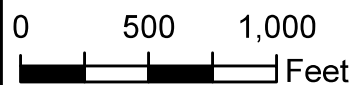
Sweeping Schedule

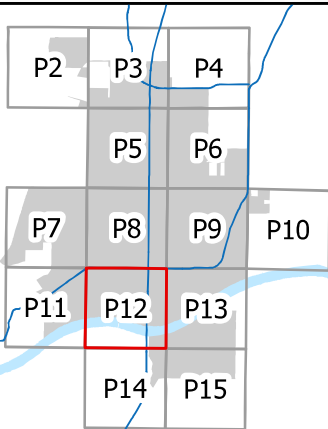
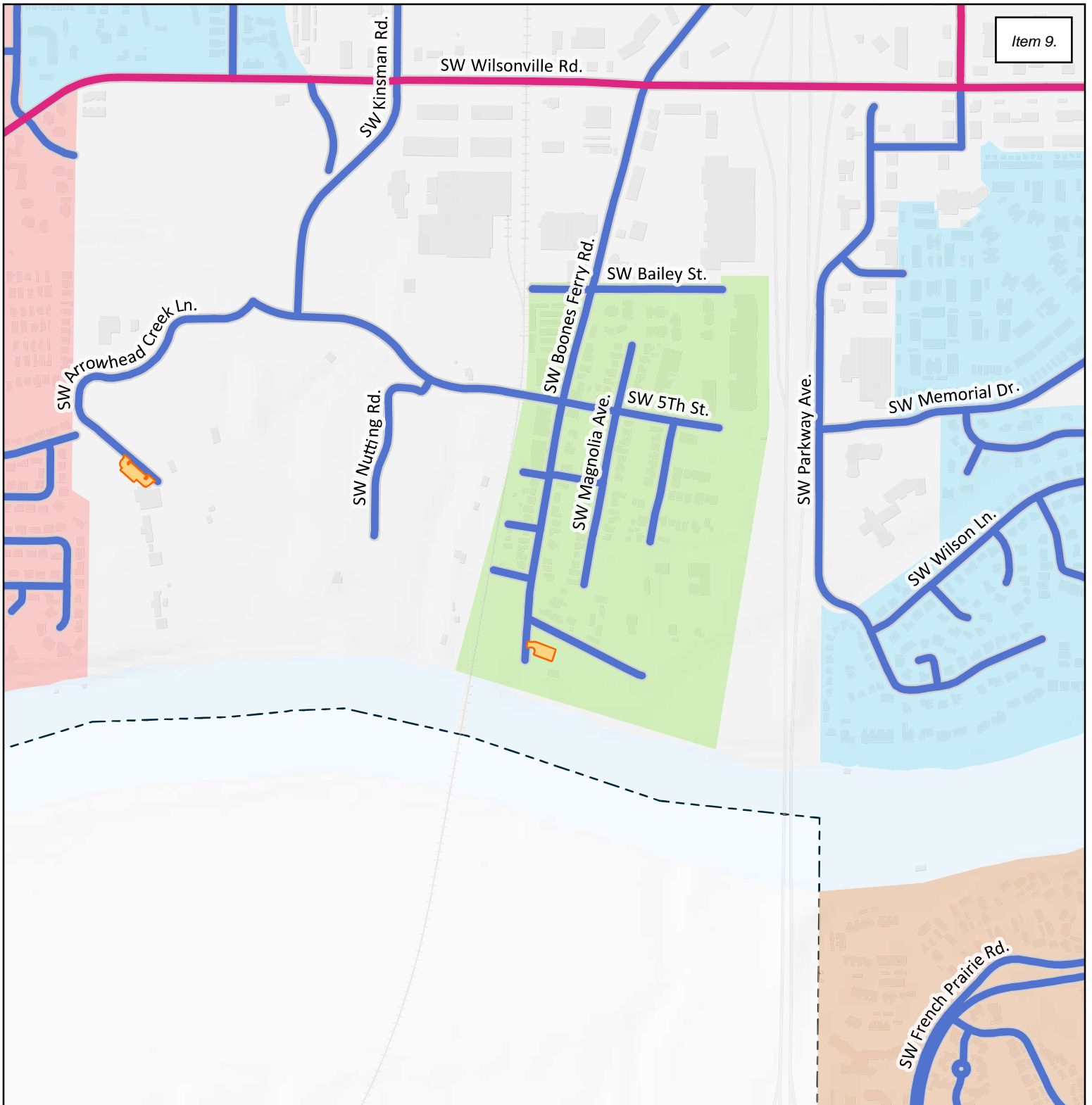
- Monthly Service
- 2x / Month Service



Trash Pick Up Schedule

- Monday
- Thursday
- Friday





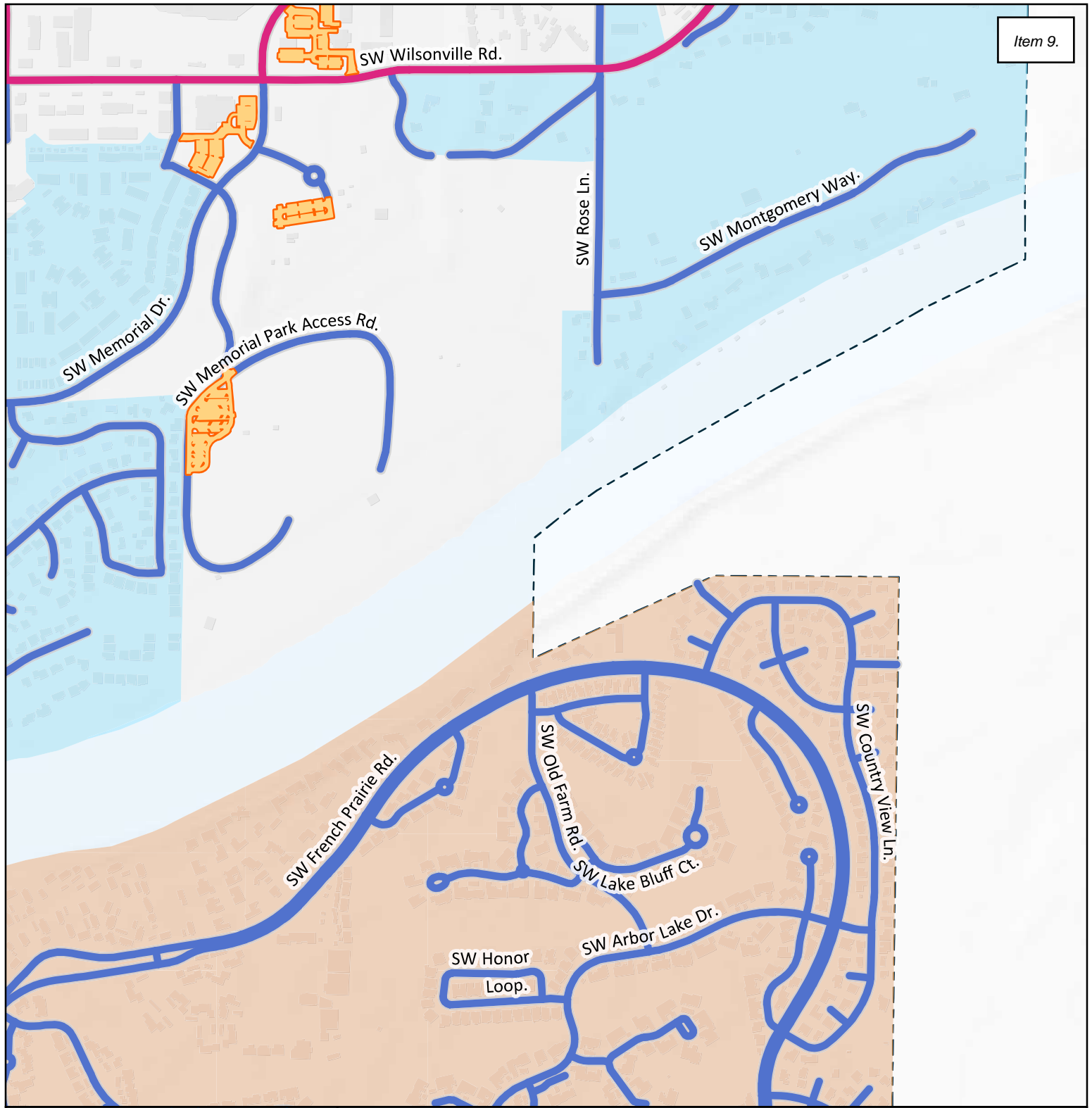
Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots

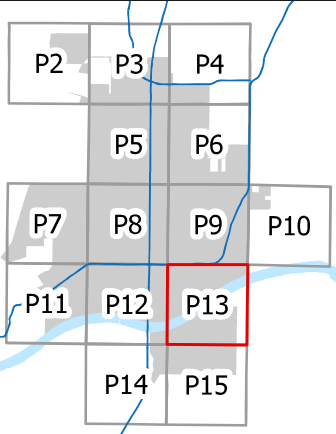
Trash Pick Up Schedule

- Monday
- Tuesday
- Friday
- Wednesday





Item 9.



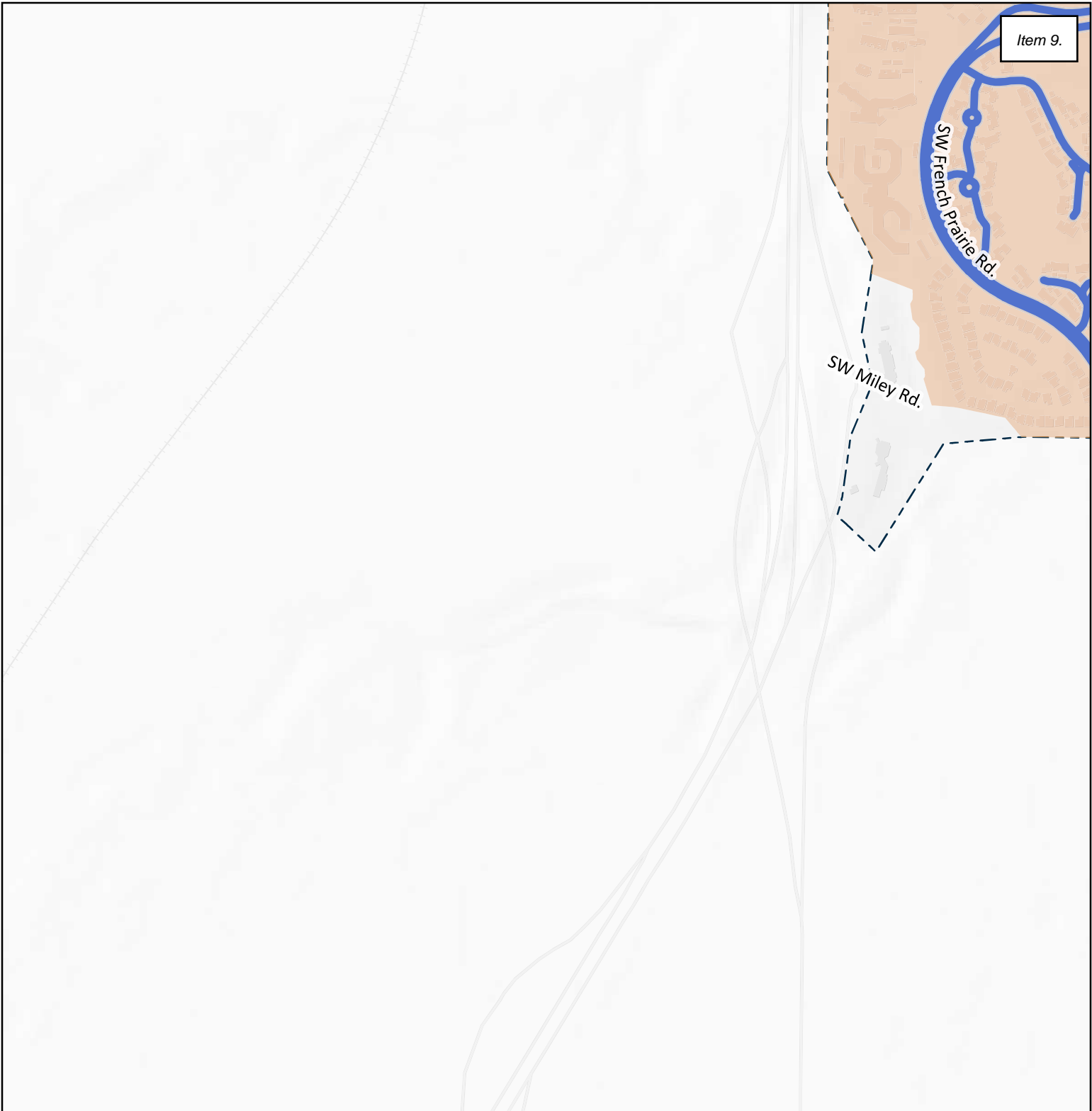
Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots

Trash Pick Up Schedule

- Monday
 - Wednesday
- 0 500 1,000
 Feet

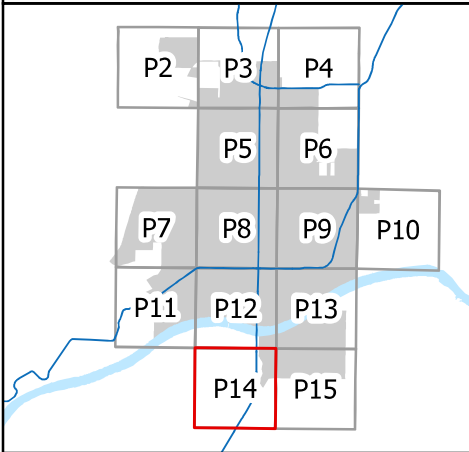




Item 9.

SW French Prairie Rd.

SW Miley Rd.



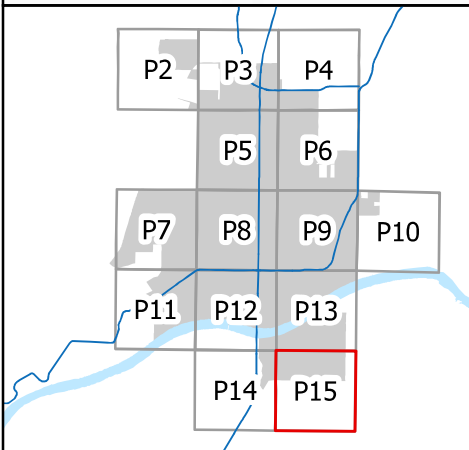
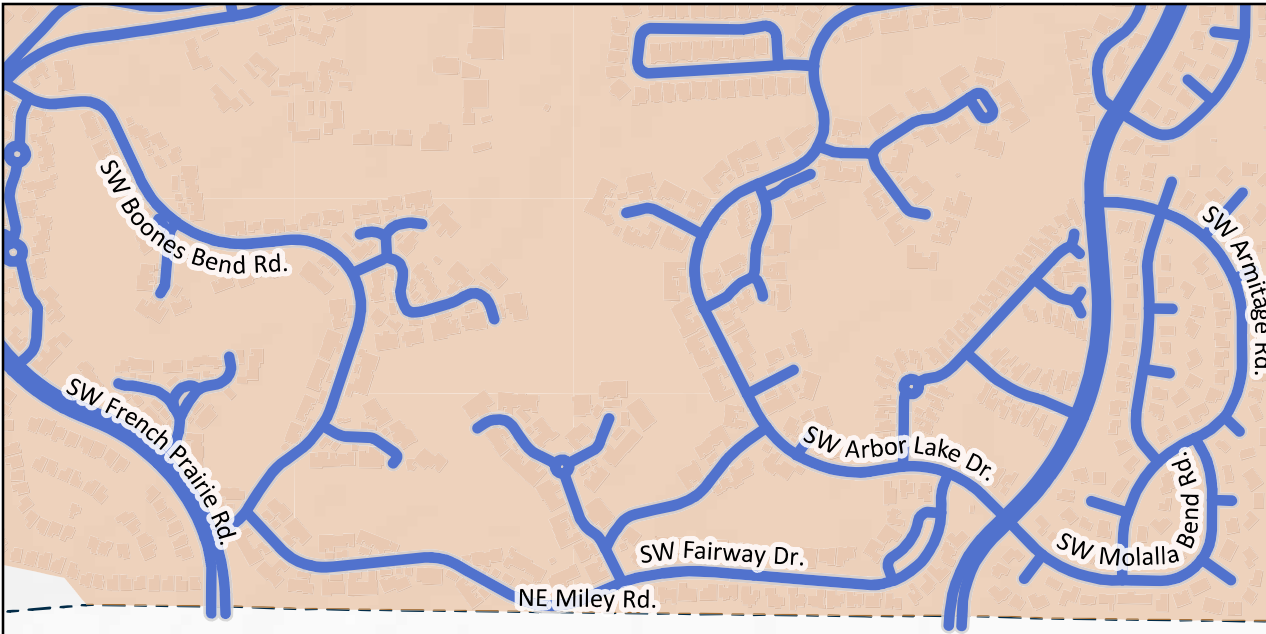
Sweeping Schedule

- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Wednesday





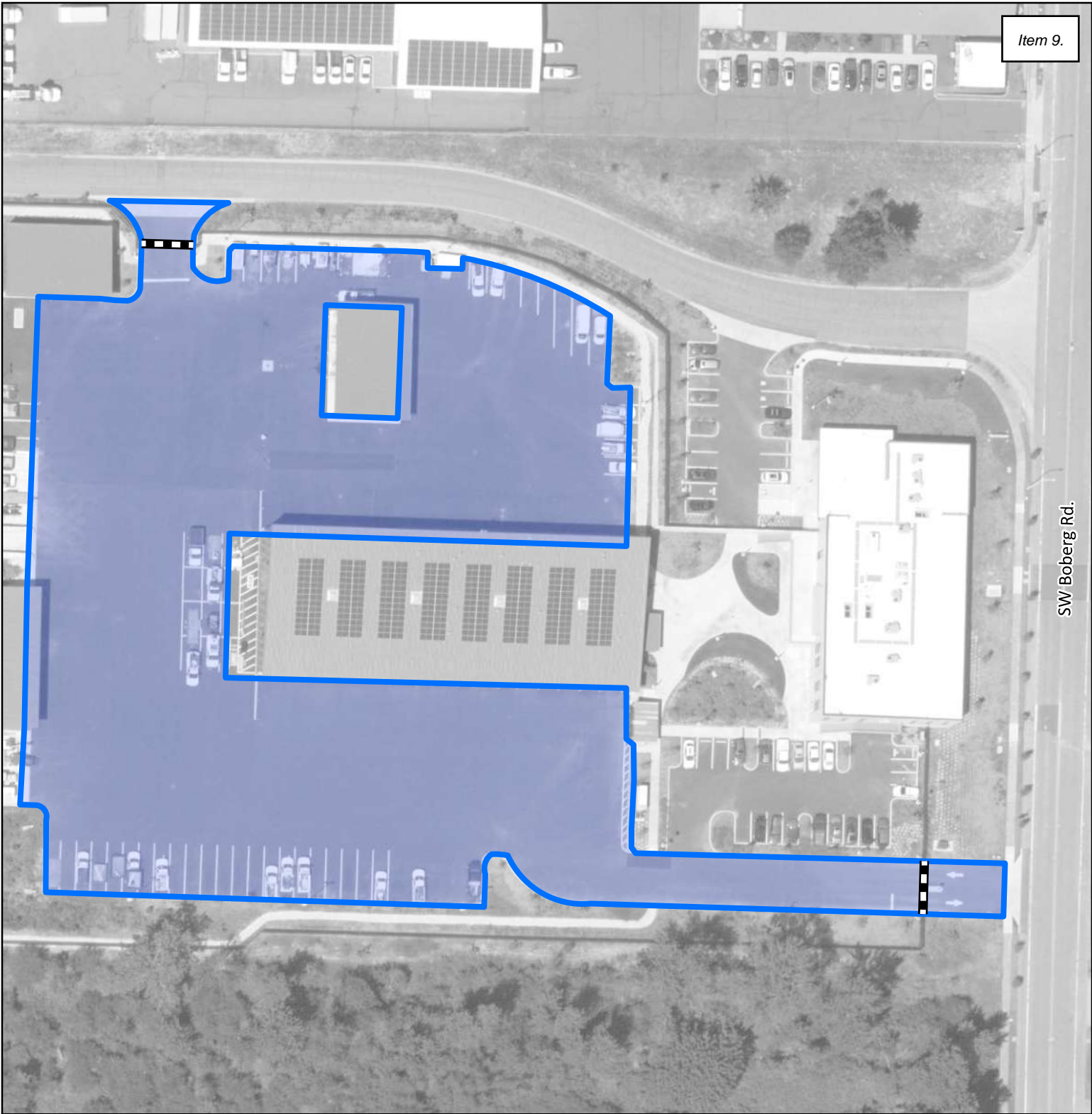
Sweeping Schedule

- Monthly Service
- 2x / Month Service

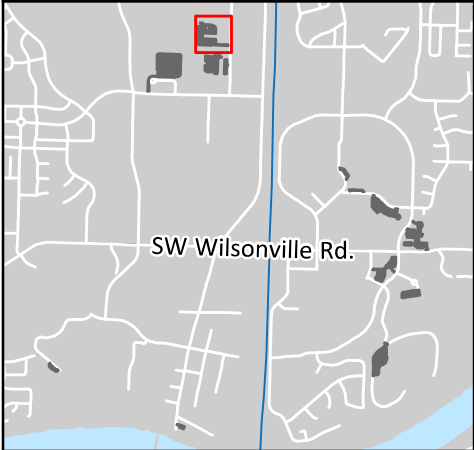
Trash Pick Up Schedule

- Wednesday





SW Boberg Rd.



SW Wilsonville Rd.

Public Works

Sweeping Schedule

 Maintenance Yard

 Access Gate

Approx. 108,749 Square Feet

Coordinate access for entry.

0 50 100
Feet






Aerial does not match current construction.

SW Boberg Rd.

SMART / Fleet

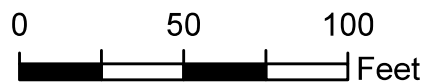
Sweeping Schedule

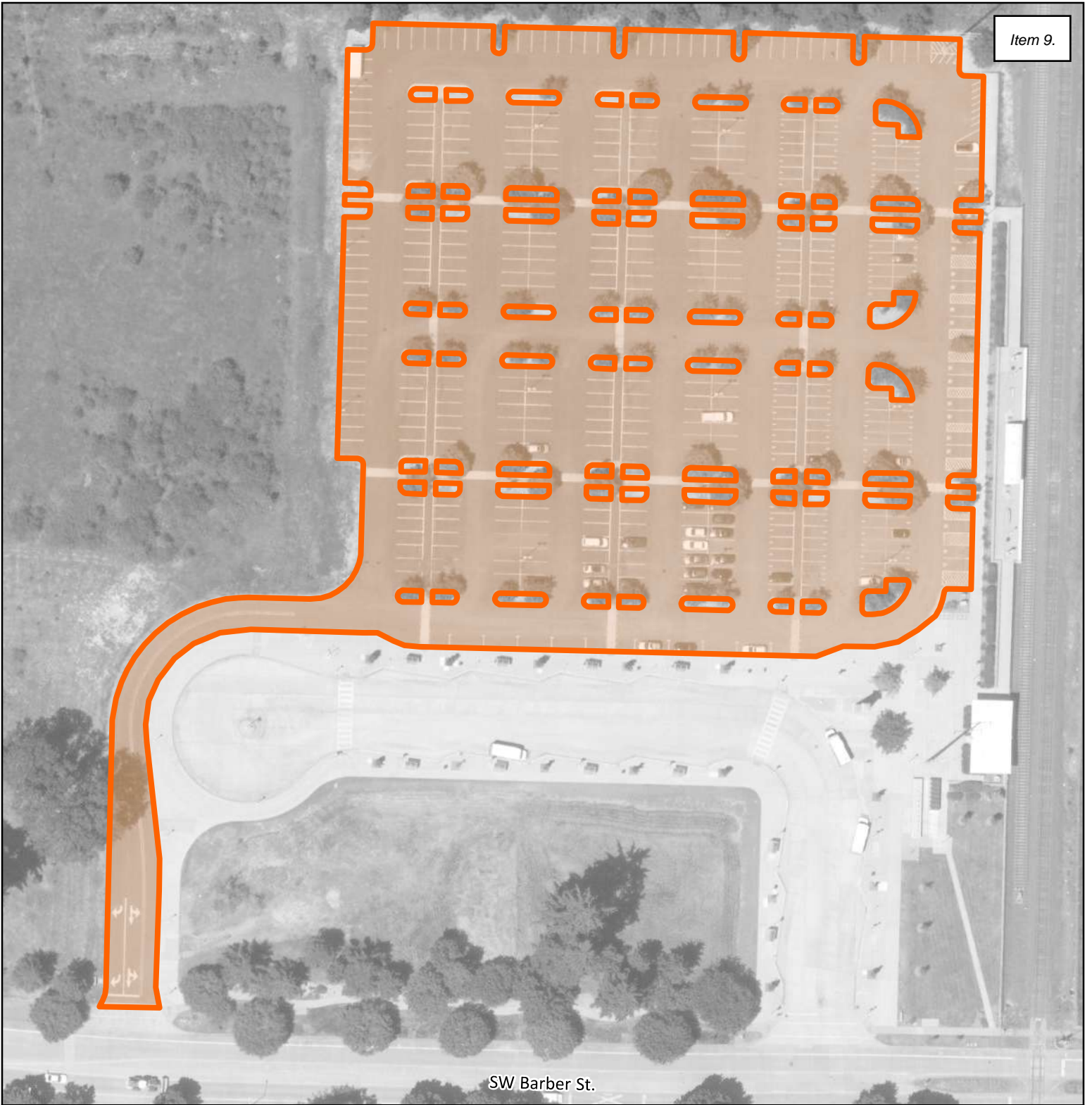
-  Employee Parking
-  Maintenance Yard
-  Access Gate

Approx. 14,739 Square Feet

Approx. 70,265 Square Feet

Coordinate access for entry.





SW Barber St.



WES Station

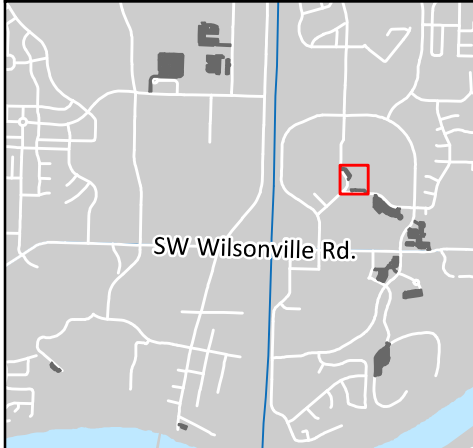
Sweeping Schedule

 Parking Lot

Approx. 172,385 Square Feet

0 50 100
Feet



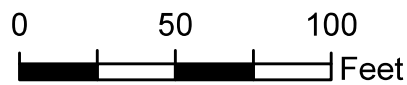


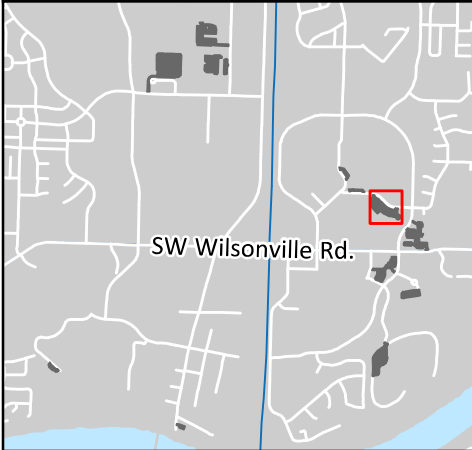
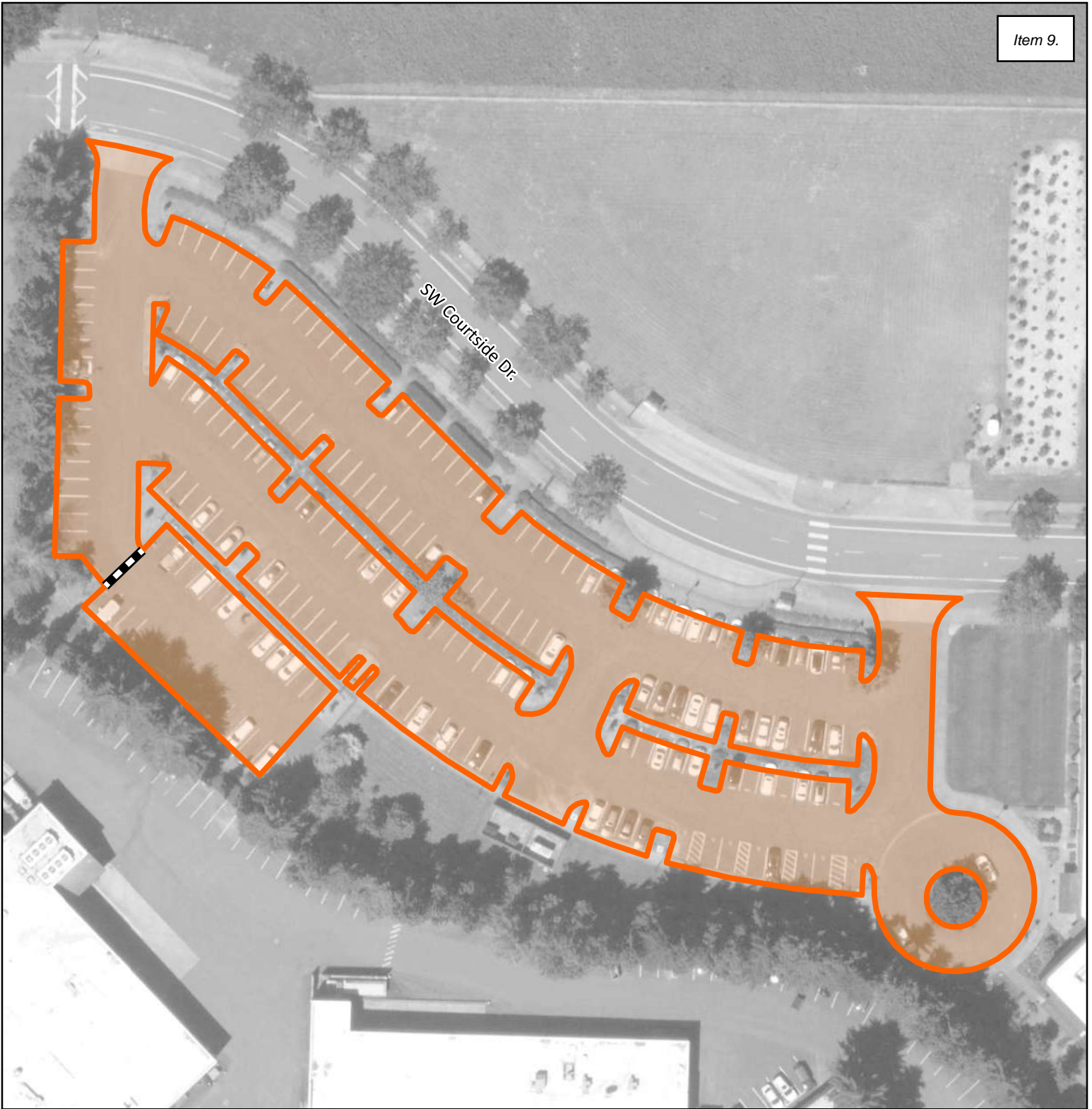
Town Center Park

Sweeping Schedule

 Parking Lot

Approx. 18,561 Square Feet





City Hall

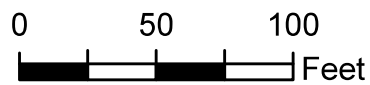
Sweeping Schedule

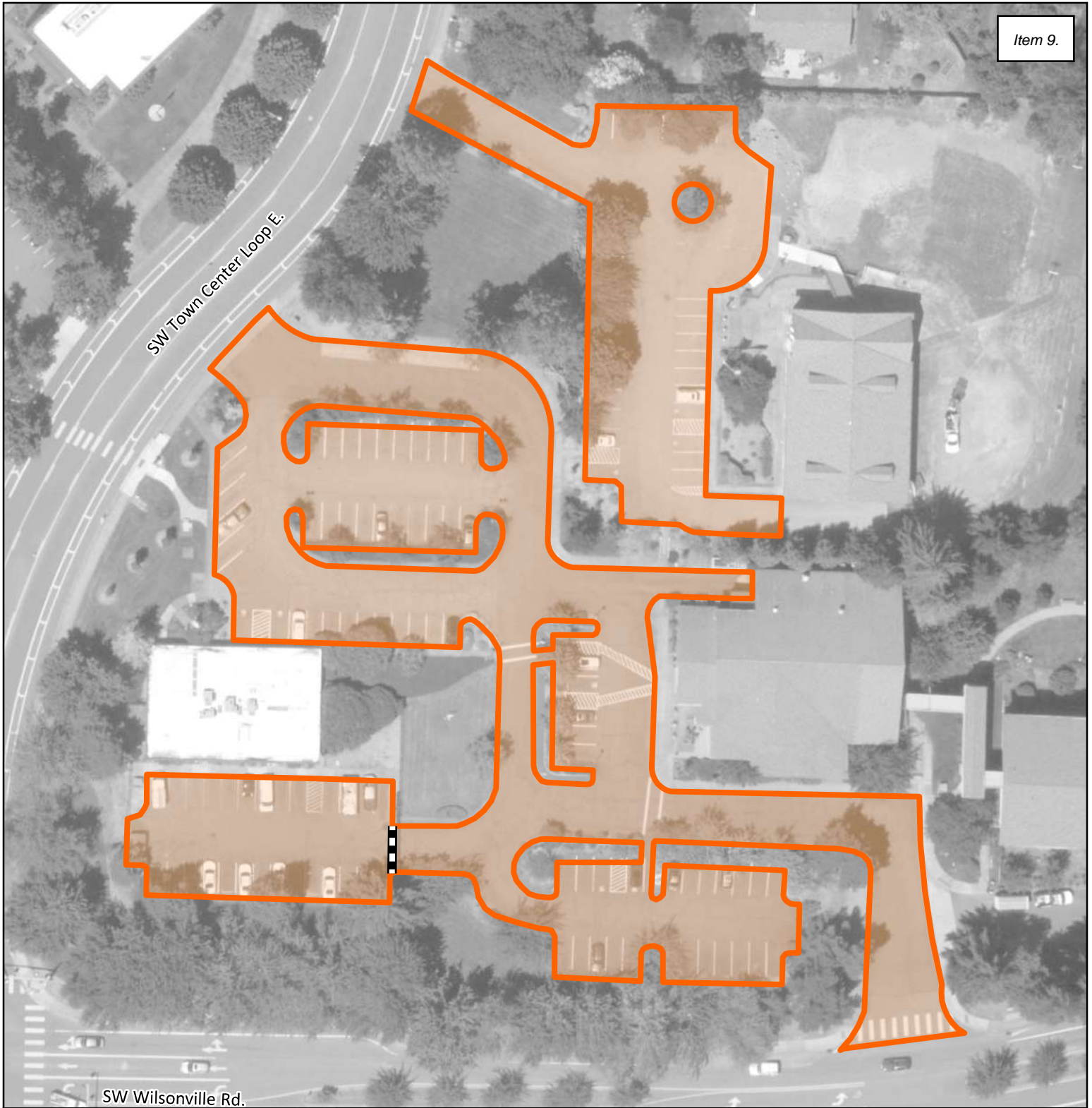
 Parking Lot

 Access Gate

Approx. 73,789 Square Feet

Coordinate access for entry.





SW Wilsonville Rd.



Community Center, Police, Park Tech Parking

Page 21

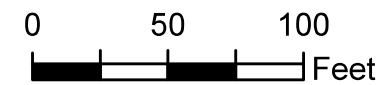
Sweeping Schedule

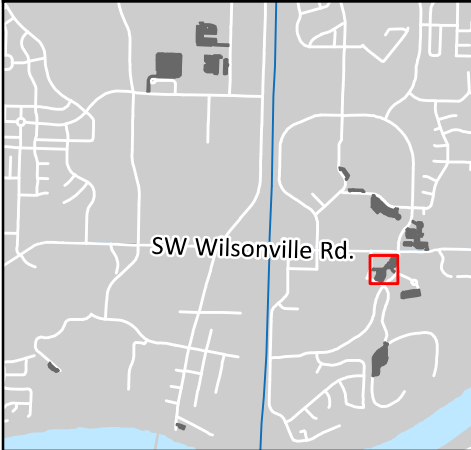
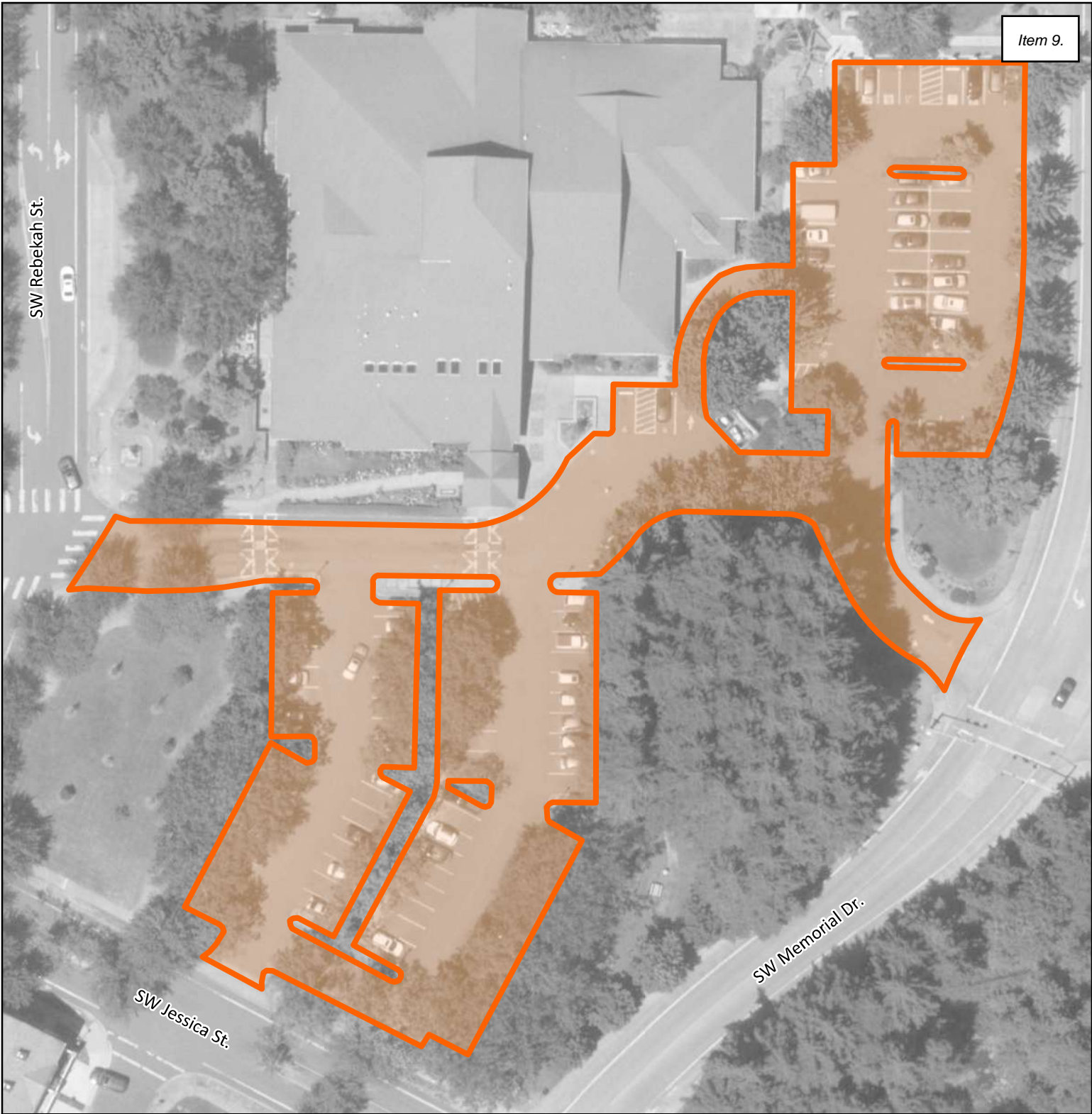
 Parking Lot

Approx. 78,265 Square Feet

 Access Gate

Coordinate access for entry.





Library

Sweeping Schedule

 Parking Lot

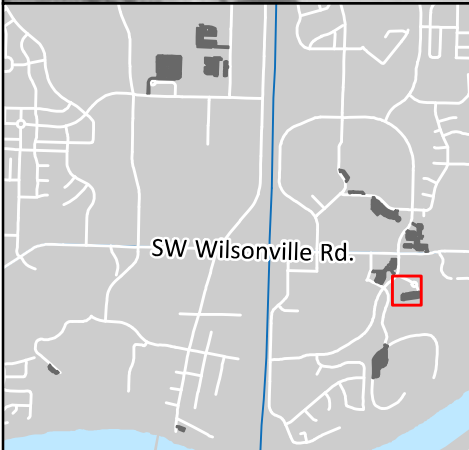
Approx. 55,623 Square Feet

0 50 100
Feet



SW Memorial Dr.

Item 9.



Murase Plaza

Sweeping Schedule

 Parking Lot

Approx. 29,213 Square Feet

Page 23

0 50 100
Feet



55

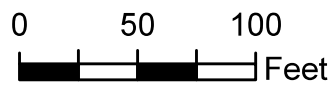


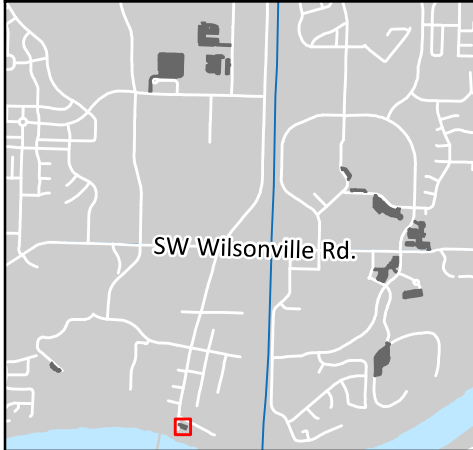
Memorial Park

Sweeping Schedule

 Parking Lot

Approx. 75,266 Square Feet





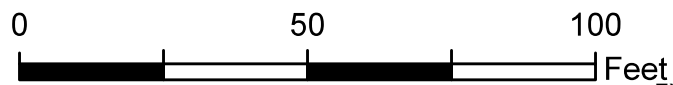
Tauchman Park

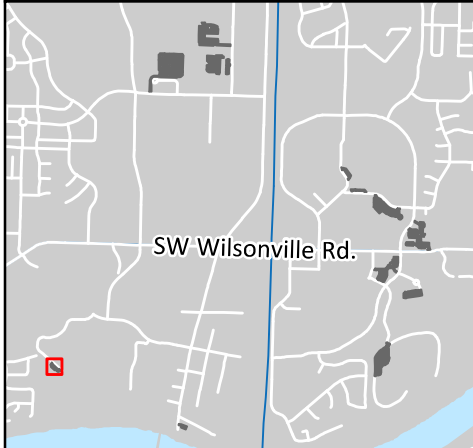
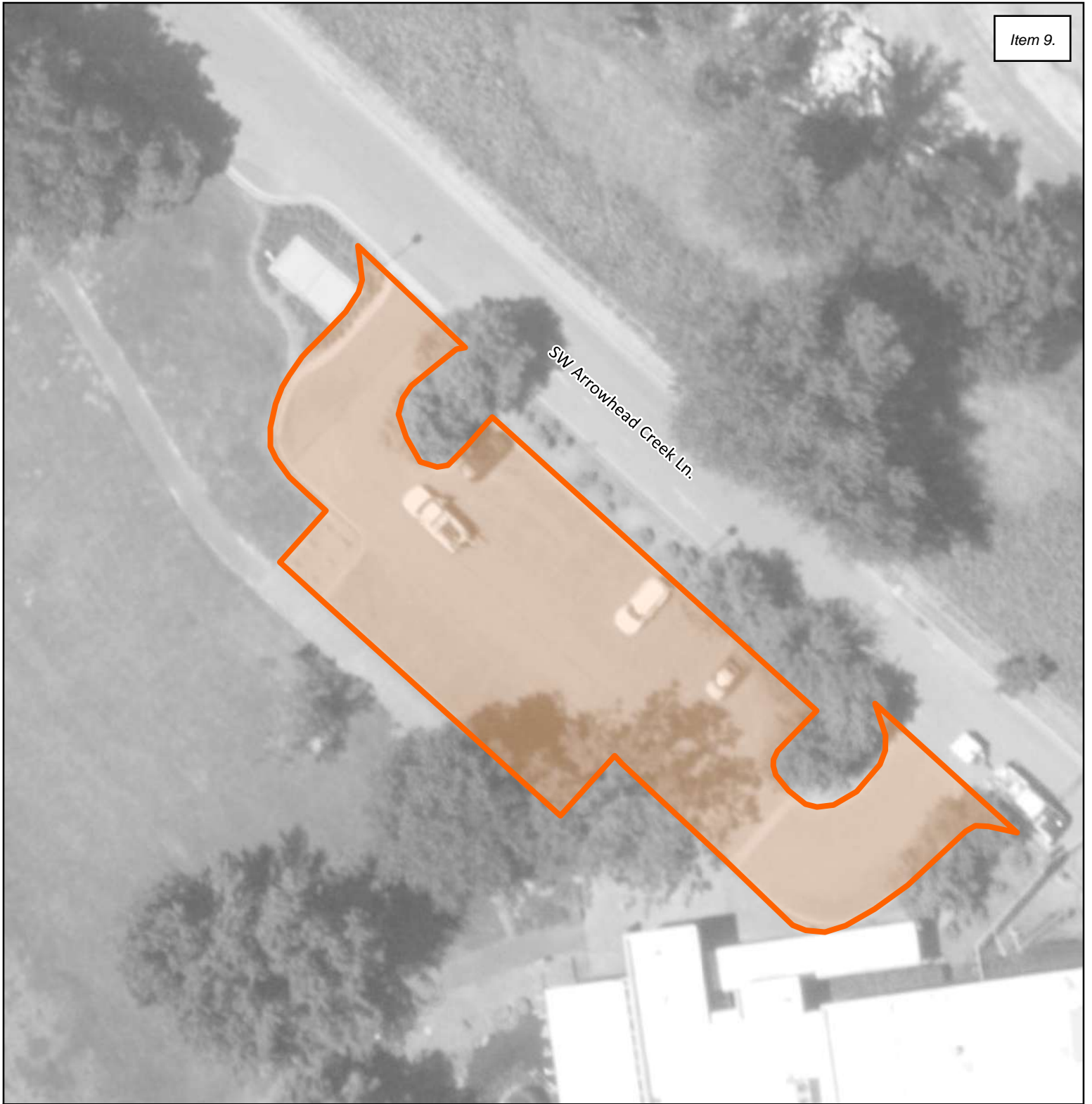
Sweeping Schedule

 Parking Lot

Approx. 7,278 Square Feet

Page 25



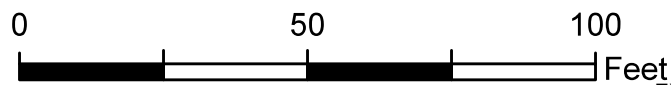


Arrowhead Park

Sweeping Schedule

 Parking Lot

Approx. 10,021 Square Feet



Attachment 1: Street Sweeping Services Request for Proposals: Bid Rate

Criteria	Greensweep Asphalt Services	
	Contracted Hourly Rate	Estimated Annual Cost
Annual Scheduled Sweeping of Streets: 12 sweeps of 179 lane miles		
A. Regenerative Air Sweeper:		
\$_____ per hour x 1600 (estimated) hours	\$ 150.70	\$ 241,120.00
Annual Scheduled Sweeping of Bike Lanes: 12 sweeps of 17.7 lane miles		
B. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Nine Parking Lots: 4 sweeps of 527,565 square feet		
C. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Two Service Yards: 2 sweeps of 527,565 square feet		
D. Regenerative Air Sweeper:		
\$_____ per hour x 12 (estimated) hours	\$ 150.70	\$ 1,808.40
Miscellaneous Non-Scheduled Requested Sweeping		
E. Mechanical Sweeper:		
\$_____ per hour x 15 (estimated) hours	\$ 198.91	\$ 2,983.65
Services Subtotal:		\$ 263,996.05
Materials Disposal		
Unit Cost (Pass through Cost)	\$ 161.14	\$ 87,015.60
Handling / Transportation Fee		10%
Annual Estimated Handling Fee at 540 tons	\$	8,701.56
Disposal Subtotal		\$ 95,717.26
Grand Total (Service + Disposal)		\$ 359,713.31



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 2, 2026		Subject: Resolution No. 3233 Oregon Department of Land Conservation and Development (DLCD) Grant Agreement for the Housing Statutory Compliance Project Staff Members: Kimberly Rybold, AICP 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 checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Housing Production Strategy	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A Resolution ratifying approval of a Grant Agreement with the Oregon Department of Land Conservation and Development (DLCD) for the Housing Statutory Compliance Project.

EXECUTIVE SUMMARY:

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

In the 2025 Session, the Oregon Legislature passed Senate Bill (SB) 974 requiring cities and counties to issue decisions without a public hearing on certain residential development applications, including Wilsonville's most common residential land use applications. This statutory requirement overlaps with HPS Action C. Additionally, the Oregon Legislature passed House Bill (HB) 2138, requiring cities to update land use regulations related to middle housing allowances and related standards. The City will undertake these Development Code amendments under a two-part effort, the Housing Statutory Compliance Project.

To assist local governments in updating regulations to meet statutory requirements, DLCD offers Housing Planning Assistance Grants on a biennial basis. In August 2025, City staff submitted a grant proposal requesting \$120,000 to cover consultant costs and related expenses as well as some of the cost of City staff working on the Housing Statutory Compliance Project. City Council supported the grant application via Resolution No. 3212, adopted on September 4, 2025. On October 6, 2025, DLCD approved the grant application for the full requested amount. An executed Grant Agreement between DLCD and the City of Wilsonville is required before the Housing Statutory Compliance project can begin to use these grant funds. The Grant Agreement outlines the major milestones, deliverables, and conditions for funding and is consistent with the approved proposal. Because the Grant Agreement exceeds \$100,000, City Council must approve the Grant Agreement and authorize the City Manager to sign it. DLCD mistakenly routed the Grant Agreement for the City Manager's signature prior to City Council approval so staff seeks ratification of this approval following the City Manager's signing of the Grant Agreement.

EXPECTED RESULTS:

City Council ratification of the executed Grant Agreement with DLCD to support the Housing Statutory Compliance Project.

TIMELINE:

Feedback received from prior work sessions and public outreach will inform the draft Development Code amendments for Part 1 of the project, which will be presented to Planning Commission and City Council at work sessions in March 2026. Completion of Part 1 of the Housing Statutory Compliance Project must occur by July 1, 2026, with a Planning Commission public hearing on the Development Code amendments scheduled in April 2026. Part 2 of the project must be completed by the end of 2026.

CURRENT YEAR BUDGET IMPACTS:

Planning's Professional Services budget covered project expenditures totaling approximately \$10,000 occurring prior to execution of the Grant Agreement with DLCD. The majority of the project costs will be covered by the \$120,000 DLCD grant throughout fiscal year (FY) 2025-26 and FY 2026-27.

COMMUNITY INVOLVEMENT PROCESS:

Public work sessions will be held by the Planning Commission and City Council in addition to public hearings. Public outreach is planned for early 2026 to inform the community and gather feedback on the Development Code amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Implementation of HPS Action C will enable the City to develop a clear and predictable development review process for residential development that continues to allow for and respond to public input while avoiding the confusion of City Code that is superseded by conflicting state statute.

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3233
 - A. DLCD Housing Planning Assistance Grant Agreement

RESOLUTION NO. 3233**A RESOLUTION OF THE CITY OF WILSONVILLE RATIFYING APPROVAL OF A GRANT AGREEMENT BETWEEN WILSONVILLE AND THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) FOR THE HOUSING STATUTORY COMPLIANCE PROJECT.**

WHEREAS, the City of Wilsonville is dedicated to partnerships to support development of housing to meet the variety of housing needs in the community and removing barriers to the development of housing that can meet a variety of needs; and

WHEREAS, in June 2025 the City adopted the Housing Production Strategy (HPS), which includes seven actions the city will pursue over the next six years to help address Wilsonville's unmet housing needs; and

WHEREAS, HPS Action C, Evaluate Use of Administrative Review Processes for Residential Development, directs the City to update its land use review process for residential development to process most land use applications administratively; and

WHEREAS, in 2025 the Oregon Legislature passed Senate Bill 974 requiring certain residential development applications, including Wilsonville's most common residential land use applications, to be reviewed through an administrative land use process; and

WHEREAS, in 2025 the Oregon Legislature passed House Bill 2138 requiring cities to update land use regulations related to middle housing definitions, single-room occupancies, middle housing land divisions, and clear and objective tree removal standards; and

WHEREAS, the City is considering these required Development Code amendments as part of a single project called the "Housing Statutory Compliance Project" ("the Project"); and

WHEREAS, City staff applied for a 2025-2027 Housing Planning Assistance grant from the Oregon Department of Land Conservation and Development (DLCD) to support the Project; and

WHEREAS, on October 2, 2025, DLCD awarded the City a Housing Planning Assistance Grant for the full request of \$120,000 in grant funds; and

WHEREAS, a Grant Agreement between the City and DLCD establishes the Project's major milestones, deliverables, conditions for funding, and reimbursement schedule; and

WHEREAS, the Project as outlined in the Grant Agreement is consistent with the City's approved grant proposal.

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

1. Wilsonville City Council ratifies approval of the Grant Agreement between DLCD and the City of Wilsonville for the Housing Statutory Compliance Project.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBIT:

- A. DLCD Housing Planning Assistance Grant Agreement

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
HOUSING PLANNING ASSISTANCE
GRANT AGREEMENT

Project Name: City of Wilsonville Housing Statutory Compliance Project

Grant Number: HA-27-005

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and City of Wilsonville (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	Contact Information and Project Description
Exhibit B	Project Budget
Exhibit C	Project Requirements
Exhibit D	Geographic Information System and Data File Requirements

SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE

Pursuant to Oregon Revised Statutes (“ORS”) 197A.030, DLCD is authorized to provide grants to local governments to enable them to implement the provisions of ORS chapter 197A. Pursuant to ORS 197.045 and Senate Bill (“SB”) 1537 (2024), Oregon Laws 2024, Chapter 110, DLCD’s Housing Accountability and Production Office (“HAPO”) is authorized to award grants and enter into grant agreements to assist local governments to enable them to comply with housing laws; reduce permitting and land use barriers to housing production; and support reliable and effective implementation of local procedures and standards relating to the approval of residential development projects. Under the applicable authority, DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

SECTION 2 - GRANT AWARD; DISBURSEMENT

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$120,000 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form. DLCD will disburse the Grant Funds to Recipient as follows:
 - (1) Up to seventy-five percent (75%) of the Grant Funds will be promptly disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD no later than September 1, 2026, as described in Exhibit B.

- (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD's acceptance of the Project closeout report described in Exhibit B. Recipient must submit the final disbursement request no later than July 10, 2027.

Before issuing reimbursements, DLCD reserves the right to require written evidence of materials and labor furnished to, or work performed upon the project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require.

C. Conditions Precedent to Disbursement. DLCD's obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

SECTION 3 - USE OF GRANT

- A. Eligible Use. Recipient's use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A ("Project Description") and Exhibit B ("Budget").
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

SECTION 4 - RECIPIENT'S REPRESENTATIONS AND WARRANTIES

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.
- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCD, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCD. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 ("Project Completion Deadline"), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Grant.
- D. Notice of Event of Default. Recipient shall give DLCD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of

Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely. Failure to provide notice may itself be construed as an Event of Default.

- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved. Recipient will permit DLCD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCD. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCD. DLCD may terminate this Grant upon written notice to Recipient under any of the following occurrences:
- (1) DLCD fails to receive sufficient appropriations or other expenditure authorizations to allow DLCD, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
 - (2) There are not sufficient funds in the Fund, as determined by DLCD in the reasonable exercise of its administrative discretion, to permit DLCD to continue making payments under this Grant, or
 - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events ("Events of Default"):
- (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCD or a period of longer time established by DLCD in its notice; or
 - (2) Any representation, warranty, or statement made to DLCD by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCD to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
 - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency,

reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD's obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.
- B. Choice of Law; Designation of Forum; Federal Forum.
- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
 - (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
 - (3) Notwithstanding Section 7.B(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section does not act as a

waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Formal Notices. Except as otherwise expressly provided in this Grant, any formal notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DLCD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any formal notice by personal delivery will be deemed effective when actually delivered to the addressee. Any formal notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DLCD: Ethan Stuckmayer, Housing Division Manager
ethan.stuckmayer@dlcd.oregon.gov
 Oregon Department of Land Conservation and Development
 635 Capitol Street NE Suite 150
 Salem, OR 97301-2540

If to Recipient: Kim Rybold
rybold@wilsonvilleoregon.gov
 City of Wilsonville
 29799 Town Center Loop E
 Wilsonville, OR 97070

- D. Amendments. Except as otherwise explicitly provided in Exhibit B, this Grant may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Successors and Assigns; No Third Party Beneficiary. This Grant shall be binding upon and inure to the benefit of DLCD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DLCD. DLCD and Recipient are the only parties to this Grant and are the only parties entitled to enforce the terms of this Grant. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
- F. Entire Agreement. This Grant, including any exhibits, schedules, and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, regarding this Grant.
- G. Contributory Liability and Contractor Indemnification.
- (1) If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal

pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Grant.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.

- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses....” DLCD encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).
- N. Non-Exclusive License. The following terms have the meanings set forth below:
- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCD or Recipient.
 - (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCD or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.
- Recipient hereby grants to DLCD, under Recipient Intellectual Property and under intellectual property created by Recipient pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.
- O. Promotional Use of Recipient Information. Recipient agrees that DLCD may use Recipient and information provided to DLCD by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.
- P. Insurance; Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Land Conservation and
Development

CITY OF WILSONVILLE

Signed by:
By: Ethan Stuckmayer, Housing Division Manager
F81E022729384FF...
Ethan, Stuckmayer, Housing Division
Manager

Signed by:
By: Bryan Cosgrove, City Manager
0A4676383BEF4DE...
Bryan Cosgrove, City Manager

Date: 1/22/2026

Date: 1/22/2026

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION

City of Wilsonville Housing Statutory Compliance Project

Contact Information: Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

DLCD

Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem OR 97301-2540

Recipient/Grantee

City of Wilsonville
29799 Town Center Loop E
Wilsonville, OR 97070

Grant Administrator: Samuel Goldberg
Title: Housing Policy Analyst
Telephone: 971-458-3202
Email: samuel.goldberg@dlcd.oregon.gov

Contact: Kim Rybold
Title: Senior Planner
Telephone: 503-570-1583
Email: rybold@wilsonvilleoregon.gov

Background:

This Project will update Recipient's Development Code to comply with recent legislation related to the land use review process for residential development applications and modifications to middle housing development standards. To maximize efficiency with varying compliance timelines, the Project will be completed in two parts.

- Part 1 of the Project will address process related components of SB 974 (2025), which requires certain residential development applications to be reviewed through an administrative land use process. The Project will integrate Action C of the Recipient's 2025 Housing Production Strategy, which calls for the Recipient to implement an administrative review process for residential development.
- Part 2 of the Project will focus on modifications to the Recipient's middle housing allowances, middle housing land division process, and other related Development Code amendments consistent with House Bill ("HB") 2138 (2025).

Project Description:

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

- Project Management
- Development Code Assessment – Residential Review Process (Part 1) – Review and Outreach
- Draft and Final Code Amendments (Part 1)
- Adoption (Part 1)
- Development Code Assessment – Middle Housing and Related Updates (Part 2)
- Draft and Final Code Amendments (Part 2)
- Adoption (Part 2)

Grant Products:

Recipient must submit Grant Products to DLCD, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCD within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCD within 60 days of Grant Effective Date
- Memorandums assessing statutory changes and approach to Development Code amendments
- Draft Code amendments
- Final hearings-ready Code amendments
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

EXHIBIT B - PROJECT BUDGET

Line Items	DLCD Funds
Project Management	\$12,000
Development Code Assessment (Part 1) – Review and Outreach	\$25,000
Draft and Final Code Amendments (Part 1)	\$35,000
Adoption (Part 1)	\$4,000
Development Code Assessment (Part 2)	\$20,000
Draft and Final Code Amendments (Part 2)	\$20,000
Adoption (Part 2)	\$4,000
Total Grant Funds	\$120,000

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCD Grant Administrator, or successor.

EXHIBIT C – PROJECT REQUIREMENTS

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

A. Grant Products:

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and housing.dlcd@dlcd.oregon.gov. The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Recipient shall follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (3) All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon General Fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
- (4) A final draft Grant Product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) may be accepted for approval instead of an adopted Product when requested in writing and received by the DLCD Grant Administrator and to the DLCD Grant Administrator and housing.dlcd@dlcd.oregon.gov at least 60 days prior to Project Completion Deadline. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project Completion Deadline. Any final draft Grant Product shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
- (5) Post Acknowledgement Plan Amendments: Any applicable final Grant Products must also be separately submitted to DLCD using [Form 1, “Notice of Proposed Change”](#), at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, OAR 660-018-0021, and OAR 660-018-0022. The products must be adopted by the governing body and submitted using [Form 2, “Notice of Adoption”](#) as set forth in ORS 197.615 and OAR 660-018-0040.

- B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.
- C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any of the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660 012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.
- D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.
- E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

- F. Provide notice to DLCD and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.
- G. Provide Project status reports to DLCD. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD and must include the following:
- (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
 - (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
 - (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
 - (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.
- H. Provide Project closeout report to DLCD no later than July 10, 2027. The Project closeout report must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD, and must include the following:
- (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
 - (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
 - (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

A. Format and Delivery:

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

B. Coordinate System for Spatial Data:

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

C. Data Quality and Standards:

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

D. Metadata:

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

E. Ownership and Use:

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 2, 2026	Subject: Resolution No. 3236 A Resolution Of The City Of Wilsonville Approving A Council-Approved Amendment To The Coffee Creek Urban Renewal Plan Which Allows The Urban Renewal Agency Of The City Of Wilsonville To Acquire, Option, Prepare (Including, But Not Limited To, Pursuing Land Use Actions), Aggregate, Hold, Sell, Resell, And/Or Encumber Real Property In The Urban Renewal Area. Staff Member: Matt Lorenzen, Economic Development Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Any decisions related to purchasing an interest in real estate will come at a later date and will in all cases be made by Council. Approving this urban renewal plan amendment does not authorize staff to expend funds that have not been budgeted nor to purchase any interest in real estate.	
Staff Recommendation: Staff recommends the Council adopt Resolution 3236 to further the land aggregation strategy in Coffee Creek.		
Recommended Language for Motion: I move to adopt Resolution No. 3236.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Coffee Creek Master Plan Urban Renewal Strategic Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Does the Council wish to adopt Resolution No. 3236, which amends the Coffee Creek urban renewal plan to allow for land aggregation activities as described in this report and attachments?

EXECUTIVE SUMMARY:

Background

Staff presented to the City Council on the topic of a Land Aggregation Strategy for the Coffee Creek industrial area on July 21, 2025. For more detailed background information, please see the staff report under [item A. in the pre-Council Work Session](#). Meeting video is [available here](#).

Briefly:

The Coffee Creek area was added to the urban growth boundary (UGB) in the early 2000s. Despite standard approaches and best efforts to facilitate development in this area, the pace of development has been slow, due mainly to the lack of large, contiguous sites served by utilities. Private investment can do the work of extending utilities and building roads, but not if they don't have a site of sufficient size and configuration to work with. In most cases, the private sector alone has not been willing or able to aggregate property and pay the premium needed in order to motivate current owners to sell.

To be sure, this area will continue to struggle without some entity, whether private or public, intervening to proactively orchestrate desired outcomes. The potential of this area is great, but it is locked up. The proposed land aggregation and disposition approach serves to unlock that potential to the benefit of the urban renewal area, while it exists, as well as local and state budgets through job creation and new, taxable capital investment, after the plan expires.

By allowing the Urban Renewal Agency (the City) to make strategic interventions—purchasing, aggregating, and disposing of property—the pace and scale of private development will improve in the Coffee Creek area, creating a stronger return-on-investment for the urban renewal agency, and for taxing districts in the long-term.

The Urban Renewal Task Force (URTF) met on January 12, 2026, as required by the Coffee Creek Urban Renewal Plan for a Council-approved amendment, to review the proposed amendment and resolution language. That meeting video and minutes are [available here](#), when published. The URTF, an ad hoc committee of the City, came to consensus and recommended that the Council adopt Resolution No. 3236. Certain task force members expressed some skepticism about the potential success of the City's future land aggregation efforts, but all agreed that having this tool available was important and, at any rate, not detrimental.

Resolution No. 3236

The 2022 Urban Renewal Strategic Plan states:

“A minor amendment to the Coffee Creek Urban Renewal Plan should be completed to add property acquisition and related activities (e.g. optioning) as an eligible project.”

Upon more in-depth staff review of the Coffee Creek urban renewal plan, staff believes the scope of the proposed amendment meets the threshold for a “Council-approved Amendment”—as defined in the plan itself under Section IX.

The language developed by staff, with input from the City Attorney, to be inserted as a Project under the Coffee Creek Urban Renewal Plan is as follows:

Land Aggregation. The Agency may acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area.

Similar language is inserted in several other places in the Coffee Creek Plan, which can be reviewed in the attachments to this report.

EXPECTED RESULTS:

By making strategic interventions—purchasing, aggregating, and disposing of property—the pace and scale of private development will improve in the Coffee Creek area, creating a stronger return-on-investment for the urban renewal agency, and for taxing districts in the long-term.

TIMELINE:

There is no prescribed timeline for the implementation of this strategy. Indeed, implementation of the strategy will be largely opportunity driven. If Resolution No. 3236 is adopted, staff will begin conversations with brokers and property owners to identify potential acquisitions. Any potential acquisition, with preliminary due diligence, will be brought to the City Council for further review and discussion in Executive Session before any further action is taken.

CURRENT YEAR BUDGET IMPACTS:

Current costs are staff time only. We cannot budget for this program, as land acquisition expenses are totally unknowable. If a land acquisition is proposed and considered by Council, URA budget impacts will be discussed at that time, in conjunction with a budget supplemental, if needed.

COMMUNITY INVOLVEMENT PROCESS:

The Coffee Creek Master Plan and the Urban Renewal Strategic Plan were both public processes that involved stakeholder and public engagement, through task force meetings and public City Council meetings where the draft plans were considered and eventually adopted.

The Urban Renewal Task Force is an ad hoc committee, appointed by the City Manager, comprised of over 20 members, representing four main stakeholder groups: Residents, Impacted Taxing Districts, Real Estate Brokers, Developers & Land-owners in the area. Councilor Shevlin of the City Council chairs the Committee, and Commissioner Andrew Karr represents the Planning Commission.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The City's general fund depends on property tax, and expenses for public services regularly exceed the 3% annual growth allowed by Oregon property tax law. This means new development is needed in order to maintain, and ideally improve, public services in the long-term. Industrial development is efficient, in that it does not have the same public service demands (public safety, emergency services, schools, library, etc.) that new residential development has. By spurring growth in this area, the City is future-proofing its job base and its long-term tax revenue stream,

to serve future generations.

The potential of this area is great, but it is locked up. This land aggregation and disposition approach serves to unlock that potential to the benefit of local and state budgets through job creation and new, taxable capital investment.

ALTERNATIVES:

The alternatives were discussed in the July 21, 2025 staff report which was included as pages 5 – 13 in the City Council packet (attachment 4).

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3236, with Exhibit A
2. [Coffee Creek Urban Renewal Plan – adopted 2016](#) (link)
3. [2022 Urban Renewal Strategic Plan](#) (link)
4. [Alternatives identified in the July 21, 2025 staff report](#) (link)

RESOLUTION NO. 3236

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A COUNCIL-APPROVED AMENDMENT TO THE COFFEE CREEK URBAN RENEWAL PLAN WHICH ALLOWS THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE TO ACQUIRE, OPTION, PREPARE (INCLUDING, BUT NOT LIMITED TO, PURSUING LAND USE ACTIONS), AGGREGATE, HOLD, SELL, RESELL, AND/OR ENCUMBER REAL PROPERTY IN THE URBAN RENEWAL AREA.

WHEREAS, on June 5, 1990, the City of Wilsonville established an Urban Renewal Agency entitled the Urban Renewal Agency of the City of Wilsonville (Ordinance No. 369); and

WHEREAS, on October 17, 2016, the City of Wilsonville adopted the Coffee Creek Urban Renewal Plan (Ordinance No. 796); and

WHEREAS, the Wilsonville City Council desires to amend the Coffee Creek Renewal Plan to allow the Urban Renewal Agency of the City of Wilsonville to acquire, option, prepare, hold and/or resell real property in the Area as detailed in the attached Plan Amendment; and

WHEREAS, this action is a Council-approved Amendment according to Section IX of the Coffee Creek Urban Renewal Plan, which requires approval by the Urban Renewal Agency by Resolution and approval by the City Council by Resolution; and

WHEREAS, this Plan Amendment has been reviewed and by the Urban Renewal Task Force, as required by Section IX of the Coffee Creek Urban Renewal Plan.

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

Section 1. The Wilsonville City Council amends The Coffee Creek Urban Renewal Plan, as outlined in Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein, thereby authorizing the Urban Renewal Agency of the City of Wilsonville to acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Urban Renewal Area.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Chair O'Neil

Vice Chair Berry

Member Cunningham

Member Scull

Member Shevlin

EXHIBIT:

A. Amendment Language

Exhibit A

Coffee Creek Urban Renewal Plan

Council-approved Amendment – Adopted February 2, 2026

Resolution No. 3236; URA Resolution No. 357

The sections of the Coffee Creek Urban Renewal Plan that are to be amended in the 2026 Amendment are shown below. Additions are shown in red *italics*. Where selected additions are made within a subsection of the Plan, a portion of that subsection is shown to demonstrate the context of the change.

GOALS AND OBJECTIVES

Goal 2: Economy

Create conditions that are attractive to the growth of existing business and attract new businesses to Wilsonville to create new jobs. Provide an adequate number of sites of suitable sizes, types, and locations to accommodate a variety of economic opportunities. Increase property values so that the Area will contribute its fair share to the costs of public services provided.

Objectives:

1. Build utility infrastructure to accommodate growth in the Area.
2. Assist in the improvement of transportation infrastructure to support existing development and allow for future development.
3. Leverage the Agency's financial resources to the maximum extent possible with other public and private investments and other public and private funding sources.
4. *Acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area, for the purpose of creating development sites of a feasible size, configuration, and cost.*

OUTLINE OF MAJOR URBAN RENEWAL PROJECT ACTIVITIES

The projects within the Area include:

Public infrastructure including transportation and utility improvements

Land Aggregation. The Agency may acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area.

Debt service and plan administration

URBAN RENEWAL PROJECTS

B. Land Aggregation

Acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area for Private Development to facilitate the sale, aggregation, and development of property and the creation of jobs within the Area is a project under the Plan. Any specific property to be acquired or optioned by the Agency shall be identified and approved by Minor Amendment. Any such property shall be acquired from a willing seller and disposed of, as required by Section VI, subsections B. and C. of this Plan.

B.C. Debt Service and Plan Administration

This project will allow for the repayment of costs associated with the implementation of the Coffee Creek Urban Renewal Plan. It also includes ongoing administration and any financing costs associated with issuing long- and short-term debt, relocation costs and other administrative costs.

RELATIONSHIP TO LOCAL OBJECTIVES

As part of the Coffee Creek Urban Renewal Plan preparation, the original Task Force was briefed again, another open house was held and there were hearings by the Washington County Planning Commission, Washington County Commission, Wilsonville Planning Commission, and Wilsonville City Council.

Furthermore, the 2026 Council-Approved Amendment, which allows the Agency to acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area for private development or redevelopment, comes from a recommendation found in the 2022 Urban Renewal Strategic Plan, written and adopted by the City Council with guidance from the Urban Renewal Task Force (see pg. 19 of the 2022 Urban Renewal Strategic Plan).

The Plan conforms to this section of the Comprehensive Plan as the development of infrastructure will help facilitate access to any new industrial development within the Area, providing access to industrial lands and new employment opportunities in the Area. *Moreover, the 2026 Council-Approved Amendment, which allows the Agency to acquire, option, prepare (including, but not limited to, pursuing land use actions), aggregate, hold, sell, resell, and/or encumber real property in the Area for private development or redevelopment will expedite and facilitate the transition of the Coffee Creek area from an unincorporated rural area, to an urban industrial development pattern, hosting high-wage jobs and high-value development as envisioned by the Comprehensive Plan and the Coffee Creek Master Plan.*



CITY COUNCIL MINUTES

December 15, 2025, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, December 15, 2025. The Mayor called the meeting to order at 7:00 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT

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

STAFF PRESENT:

Amanda Guile-Hinman, City Attorney
 Andrea Villagrana, Human Resource Manager
 Bryan Cosgrove, City Manager
 Jeanna Troha, Assistant City Manager
 Keith Katko, Finance Director
 Kimberly Rybold, Senior Planner
 Kimberly Veliz, City Recorder
 Everett Wild, Government Affairs Manager
 Mike Nacrelli, Civil Engineer
 Nancy Kraushaar, On-Call Senior Project Engineer
 Zach Weigel, City Engineer
 Zoe Mombert, Assistant to the City Manager

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

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

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

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

The Mayor announced this was the last City Council meeting of 2025. He then thanked his colleagues for their collaboration as well as the many Wilsonville residents who came to events, volunteered for the City or community, or participated in a public process or shared their feedback this year. The Mayor wished everyone in the community a happy holiday season and new year, and for being part of what makes Wilsonville a wonderful place to live and operate a business.

The Mayor then turned to address the proposed sewer and stormwater rate increases, acknowledging he had heard from many concerned residents. Before supporting any vote on new rates, the Mayor stated he would ask staff to consider three things: evaluate the feasibility of an affordability analysis, review project timing, and sequencing for flexibility, and examine alternative funding methods that may be less burdensome. The Mayor added he would not be supporting a final decision on rates this evening unless this information was readily available from City staff.

The Mayor shared he would submit for the record a list of the meetings and events he attended.

City Council Meeting

- Next City Council meeting will be on Monday, January 5, 2026.

5. Boards/Commission Appointments/Reappointments

Budget Committee – Reappointment

Reappointment of Synthea Russell to the Budget Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion: Moved to ratify the reappointment of Synthea Russell to the Budget Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Budget Committee – Appointment

Appointment of Adrienne Scritsmier to the Budget Committee for a term beginning 1/1/2026 to 12/31/2026.

Motion: Moved to ratify the appointment of Adrienne Scritsmier to the Budget Committee for a term beginning 1/1/2026 to 12/31/2026.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Council discussion ensued.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Shevlin, Councilor Scull

Voting Nay:

Councilor Cunningham

Vote: Motion carried 4-1.

Development Review Board – Reappointment

Reappointment of John Andrews, Kamran Mesbah, and Megan Chuinard to the Development Review Board for a term beginning 1/1/2026 to 12/31/2027.

Motion: Moved to ratify the reappointment of John Andrews, Kamran Mesbah, and Megan Chuinard to the Development Review Board for a term beginning 1/1/2026 to 12/31/2027.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Development Review Board – Appointment

Appointment of Mitchell Cooper to the Development Review Board for a term beginning 1/1/2026 to 12/31/2026.

Motion: Moved to ratify the appointment of Mitchell Cooper to the Development Review Board for a term beginning 1/1/2026 to 12/31/2026.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Development Review Board – Appointment

Appointment of George Dunn to the Development Review Board for a term beginning 1/1/2026 to 12/31/2026.

Motion: Moved to ratify the appointment of George Dunn to the Development Review Board for a term beginning 1/1/2026 to 12/31/2026.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Diversity, Equity and Inclusion Committee – Reappointment (Student Position)

Reappointment of Fiona Huston to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion: Moved to ratify the reappointment of Fiona Huston to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion made by Councilor Berry, Seconded by Councilor Cunningham Scull.

Councilor Shevlin recused herself from the vote as Fiona Huston is her granddaughter.

Voting Yea:

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

Abstained:

Councilor Shevlin

Vote: Motion carried 4-0-1.

Diversity, Equity and Inclusion Committee – Appointment (Student Position)

Appointment of Avani Patel to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion: Moved to ratify the appointment of Avani Patel to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Diversity, Equity and Inclusion Committee – Reappointment

Reappointment of Elisabeth Garcia Davidson to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion: Moved to ratify the reappointment of Elisabeth Garcia Davidson to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Diversity, Equity and Inclusion Committee – Appointment

Appointment of Iona River and Jenna Barruga to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion: Moved to ratify the appointment of Iona River and Jenna Barruga to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2028.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Diversity, Equity and Inclusion Committee – Appointment

Appointment of Jennie Kime and Natalia Oguilve Araya to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion: Moved to ratify the appointment of Jennie Kime and Natalia Oguilve Araya to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2026 to 12/31/2027.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Kitakata Sister City Advisory Board – Reappointment

Reappointment of Devan Olmstead to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2028.

Motion: Moved to ratify the reappointment of Devan Olmstead to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2028.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Kitakata Sister City Advisory Board – Appointment

Appointment of Ami Keiffer to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2028.

Motion: Moved to ratify the appointment of Ami Keiffer to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2028.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Kitakata Sister City Advisory Board – Appointment

Appointment of Elliot Porter to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2026.

Motion: Moved to ratify the appointment of Elliot Porter to the Kitakata Sister City Advisory Board for a term beginning 1/1/2026 to 12/31/2026.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Planning Commission – Reappointment

Reappointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2026 to 12/31/2029.

Motion: Moved to ratify the reappointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2026 to 12/31/2029.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

Planning Commission – Appointment

Appointment of Jeffrey Zundel to the Planning Commission for a term beginning 1/1/2026 to 12/31/2029.

Motion: Moved to ratify the appointment of Jeffrey Zundel to the Planning Commission for a term beginning 1/1/2026 to 12/31/2029.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Planning Commission – Appointment

Appointment of Tabi Traughber and Rob Candrian to the Planning Commission for a term beginning 1/1/2026 to 12/31/2027.

Motion: Moved to ratify the appointment of Tabi Traughber and Rob Candrian to the Planning Commission for a term beginning 1/1/2026 to 12/31/2027.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

COMMUNICATIONS

6. American Public Works Association (APWA) Oregon Project of the Year

Zach Weigel, City Engineer and Nancy Kraushaar, Engineer presented the Boeckman Road corridor project, which received the American Public Works Association Oregon Project of the Year award. The PowerPoint displayed has been added to the record.

The project addressed the long-standing "Boeckman Dip," improving safety and accommodating Frog Pond expansion and new schools. It included comprehensive road, culvert, sewer enhancements, and a temporary traffic signal installation. The decision to use progressive design-build methodology, was a first for the City of Wilsonville, enabled project efficiency and integration.

The project team, City Council and staff were thanked for their assistance and collaborative efforts.

In closing City Council thanked and congratulated the project team.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

The following individuals provided public comments:

Monique Streech	Doris Wehler	Elizabeth Peters	Chris David
Greg Gahan	Kristi Corno	Glenn Lancaster	

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Berry

The Council President appreciated the audience members for voicing their opinions. The Council President then reported on the following items:

- Kitakata Sister City Student Delegation
- Tourism Promotion Committee on December 3, 2025
- Tree Lighting Ceremony on December 4, 2025

8. Councilor Cunningham

Councilor Cunningham appreciated the audience for their participation. He then reported on the following items:

- Sewer and Stormwater Open Houses on December 2, 2025
- Brown Road Improvement Plan Open House on December 3, 2025
- American Civil Liberties Union (ACLU) Training on December 9, 2025
- Chamber of Commerce Annual Meeting on December 10, 2025

9. Councilor Shevlin

Councilor Shevlin thanked everyone for being present and thanked public works and parks departments for "the beautiful Christmas decorations around town." She then reported on the following items:

- Chamber of Commerce Annual Meeting on December 10, 2025
- Hanukkah December 14 to 22, 2025
- Menorah Lighting on December 17, 2025
- Las Posadas Event on December 18, 2025

In closing, Councilor Shevlin reported that she received a vulgar email and would only meet with this person if the meeting were arranged through the City Manager's office. In addition, it would be necessary that law enforcement and staff were part of the meeting.

10. Councilor Scull

Councilor Scull thanked everyone for their emails and constructive information. He then reported on the following:

- New Councilor Orientation on December 1 and 8, 2025
- Oregon Institute of Technology (OIT) Holiday Event on December 9, 2025
- Chamber of Commerce Annual Meeting on December 10, 2025
- Meeting with Councilor Berry and staff about sewage and stormwater activity
- Kitakata Student Delegation Farewell Dinner -

CONSENT AGENDA

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

11. Resolution No. 3220

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

12. Resolution No. 3228

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With WSP USA Inc. To Provide Engineering Consulting Services For The Miley Road Stormwater Improvements Project (Capital Improvement Project No. 7071).

13. Minutes of December 1, 2025, City Council Meeting.

Motion: Moved to adopt the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

Andrea Villagrana, Human Resource Manager quickly briefed the Council on the three employment agreements to be voted on.

14. Employment Agreement, City Manager Pro Tem

Motion: Moved to approve the proposed Employment Agreement as distributed for Bryan. Cosgrove to serve as City Manager Pro Tem.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

15. Employment Agreement Amendment, City Attorney

It was noted that the annual cost for the Washington State Bar license was \$548.00.

Motion: Moved to approve the proposed amendment to Ms. Guile-Hinman's employment agreement as distributed.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

16. Employment Agreement Renewal, Municipal Court Judge

Motion: Moved to approve the employment contract renewal of two-year extension for the Municipal Court Judge Fred Weinhouse.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

17. **Resolution No. 3219**

A Resolution Of The City Of Wilsonville Adopting The 2026 Republic Services Rate Schedule For Collection And Disposal Of Solid Waste, Recyclables, Organics, And Other Materials.

The City Attorney read the title of Resolution No. 3219 into the record.

The City Attorney then proceeded to display a PowerPoint which summarizes the staff report. The PowerPoint has been added to the record.

The Council President appreciated hearing that the City of Wilsonville had the lowest rates of those in Clackamas County utilizing Republic Services.

Motion: Moved to adopt Resolution No. 3219.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

18. **Resolution No. 3231**

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

The City Attorney read the title of Resolution No. 3231 into the record.

Mike Nacrelli, Civil Engineer assisted by Zach Weigel, City Engineer summarized the staff report in a PowerPoint which has been added to the record.

Council's comments and questions followed staff's presentation.

Motion: Moved to adopt Resolution No. 3231.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

The City Attorney read the titles of Resolution Nos. 3229 and 3230 into the record.

The Mayor provided the public hearing format and opened the public hearing at 8:41 p.m.

Zach Weigel, City Engineer along with Zech Hazel of the FCS Group provided the staff report and PowerPoint, which has been added to the record.

Council asked clarifying question.

The Mayor recessed the meeting at 9:37 p.m.

The Mayor called the meeting back to order at 9:45 p.m.

The Mayor requested a motion to extend the City Council meeting past 10:00 p.m.

Motion: Moved to extend the City Council meeting to 12:00 p.m.

Motion made by Councilor Shevlin, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

Next, the Mayor invited public testimony.

1. Matt Powell - Neutral
2. Owen Bridge- Opponent
3. Greg Gayhan – Opponent
4. Doris Wehler – Opponent
5. Alexandra Stears – Opponent
6. Miranda Dunn – Neutral
7. Jim Warram – Opponent
8. Daniel Smith – Opponent
9. Kelsey Swift – Opponent
10. Dina Ochs - Opponent
11. Jeff Zundel – Proponent
12. Paul Fruin – Opponent
13. Ruth Webster – Opponent
14. Chris Hydemann - Proponent
15. Katie Dunwell - Opponent
16. Jay Bidro – Opponent
17. Wayne Hickey – Opponent (registered did not speak)
18. Mike Fiedler – Neutral
19. Kristi Corno - Opponent
20. Lindsey Diaz – Opponent
21. Donna Atkinson – Opponent
22. Rick Peters– Opponent (read testimony submitted by Venus Azar - Opponent)
23. Justin Diaz - Opponent
24. Elizabeth Peters – Opponent
25. Steve Gaschler – Opponent
26. Monique Streech – Neutral
27. Patrick Thom – Opponent
28. Michelle Dempsey – Opponent
29. Joseph Harris – Neutral (registered did not speak)
30. Libby Crawford – Opponent
31. Bubba Heard – Opponent (registered did not speak)
32. Dorthy VonEggers – Opponent
33. Ken Rice – Opponent (registered did not speak)
34. Bob Crawford - Opponent
35. Rod Boucher – Opponent
36. Valerie Boucher – Opponent
37. Andrew Engel – Neutral
38. Linda McMaster – Opponent
39. Dana Crocker - Neutral

At the beginning of Rod Boucher's testimony there was a glitch in the computer system therefore there was a brief break at 11:05 p.m. to reset the computer system.

The Mayor called the meeting back to order at 11:12 p.m. to hear the remaining testimony.

The City Manager shared that staff were aware of site constraints and have tried approaching Oregon Department of Transportation (ODOT) to purchase property to the east, but ODOT needs it for materials and for the Boone Bridge.

There were no further questions of staff at this time therefore the Mayor requested a motion to continue the public hearings on Resolution Nos. 3229 and 3230.

Motion: Moved to continue the hearing to February 2, 2026, at 7:00 p.m.

Motion made by Councilor Cunningham, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

19. Resolution No. 3229

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

20. Resolution No. 3230

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

CITY MANAGER'S BUSINESS

The City Manager warned of 3.5 inches of rain expected between December 15 to 22, 2025 and with a flood watch Wednesday, December 17 through Friday, December 19, 2025. Public works crews would tend to known problem areas first. Residents were asked to check storm drains and gutters.

LEGAL BUSINESS

The City Attorney informed City Council that Prospective Initiative Petition ID No. 2025-01i had received the required signatures to be placed on the May 2026 Election ballot. This officially started a 30-day clock for City Council to consider a competing measure, approve the initiative, or reject it and send to voters. Staff planned to discuss options at the January 5, 2026, City Council meeting, with a potential Special City Council meeting on January 13, 2026, for any resolution.

ADJOURN

The Mayor adjourned the meeting at 11:29 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor



CITY COUNCIL MINUTES

January 05, 2026, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, January 5, 2026. The Mayor called the meeting to order at 7:34 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT:

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

STAFF PRESENT:

Amanda Guile-Hinman, City Attorney
 Andrea Villagrana, Human Resource Manager
 Beth Wolf, IT Project Manager
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Chris Myers, Senior Planner
 Delora Kerber, Public Works Director
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Everett Wild, Government Affairs Manager
 Martin Montalvo, Public Works Ops. Manager
 Matt Lorenzen, Economic Development Manager
 Miranda Bateschell, Planning Director
 Zach Weigel, City Engineer

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

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

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

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

The Mayor welcomed the audience to the first City Council meeting of 2026. The Mayor then explained that due to the lack of time he would submit for the record a written report on the meetings and events he attended.

Before proceeding, the Mayor asked the City Manager if he was prepared to make a statement regarding Initiative Petition No. 2025-01i.

The City Manager announced there had been a plan, during Legal Business, to seek Council's direction regarding next steps following the filing of Initiative Petition No. 2025-01i by a group of residents seeking a public vote in May 2026 to consider amending the City's charter.

However, the prior week while scrutinizing the Wilsonville Municipal Code in the wake of the filing Legal staff discovered that the petition was in violation of Section 2.420(5), which stipulated that all petitions must be deposited with the City Recorder for signature verification no later than 180 days (November 19, 2025) after circulation approval was granted (May 23, 2025).

In this instance, an insufficient number of valid signatures was received by the November 19, 2025, deadline. Therefore, on Wednesday, December 31, 2025, the elections official notified the chief petitioners that the petition was void.

The City Manager explained in this instance, City staff did exactly what they are to do to adhere to applicable state and local statutes. However, given the circumstances and the importance of maintaining the public's trust, the City Manager instructed staff to rescind the letter and to consider the petition filed.

In closing of Mayor's Business, the Mayor announced the next City Council meeting was scheduled for Thursday, January 22, 2026. As City offices would be closed on Monday, January 19, 2026, in observance of Martin Luther King Jr. Day.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

The following individuals provided public comments:

John Budiao	Wayne Hickey	Jeff Hight	Brad Williams	Tristan Roland
Stephen Hunter (letter read into the record by Dwight Sims)			Susan Reep	Kate Johnson
Paul Fruin	Patrick Thom	Dwight Sims	Dan Meek	Jason Jones
Anne Quigley	Rick Wallace			

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

5. Council President Berry

Councilor President Berry thanked community members for their participation and communications with the City Council. The Council President then provided a detailed report on the Tourism Promotion Committee (TPC).

6. Councilor Cunningham

Councilor Cunningham welcomed everyone to the new year and shared his health struggles over the holidays. The Councilor then detailed the potential boards/commissions appointment process changes he had suggested during the Work Session prior to the City Council meeting.

7. Councilor Shevlin

Councilor Shevlin expressed gratitude and call for respect and kindness in community interactions.

The Councilor reported on the following dates of importance:

- Anniversary of the Emancipation Proclamation on January 1, 2026
- World Braille Day on January 4, 2026
- Council's Civics Academy presentation on January 15, 2026
- Martin Luther King Jr. Day on January 19, 2026
- Community member meetings which were ongoing

8. Councilor Scull

Councilor Scull's remarks for 2026 acknowledged both the opportunities and challenges ahead for Wilsonville, emphasizing the City's resilience, strong community engagement, and solid economic foundation while recognizing rising living costs, operational pressures, and aging infrastructure. Councilor Scull outlined key priorities for the year, including moving Town Center from planning to tangible progress, improving transparency and balance in utility rate setting and communication, and strengthening emergency preparedness at both the City and neighborhood levels. Throughout the comments, the Councilor stressed the need for disciplined, compassionate governance rooted in trust, humility, and honest acknowledgment of trade-offs, with a commitment to partnering with residents to sustain long-term livability and strengthen the community.

Councilor Scull submitted his written comments for the record.

CONSENT AGENDA

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

9. Resolution No. 3232

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Amendment To The Professional Services Agreement With Harper Houf Peterson Righellis Inc. (HHPR) For Engineering Consulting Services For The Brown Road Improvements Project (Capital Improvement Project No. 4216).

10. Resolution No. 3237

A Resolution Of The City Of Wilsonville Repealing Resolution No. 2341 And The Current Basic Emergency Operating Plan, January 2012 And Replacing With This New Resolution And Emergency Operations Plan, Basic Plan, December 2025.

Motion: Moved to adopt the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

11. City Council Members' Assignments to City Boards and Intergovernmental Committees

The Mayor introduced the topic of City Council Members' Assignments to City Boards and Intergovernmental Committees and provided background information on the process.

Everett Wild, Government Affairs Manager then briefly described each board or committee and shared the proposed assignments of Councilors.

City Council Liaison Assignments		
Committee	Primary	Alternate (if applicable)
Regional/Intergovernmental		
Metropolitan Mayor's Consortium (MMC)	O'Neil	—
Clackamas County Coordinating Committee (C4)	O'Neil	Shevlin
C4 Metro Subcommittee	O'Neil	Berry
Washington County Coordinating Committee	O'Neil	Cunningham
French Prairie Forum	Shevlin	Scull
Regional Water Providers Consortium Board	Cunningham	Scull
Willamette Intake Facilities Commission Board	Scull	Cunningham
Willamette Falls and Landings Heritage Area Coalition (WFLHAC)	Staff (Everett Wild)	—
Greater Portland, Inc. Small Cities Consortium	Cunningham	Shevlin
Clackamas County Mayors and Chair	O'Neil	—
Washington County Mayors and Chair	O'Neil	—
City		
Arts, Culture, and Heritage Commission	Scull	—
Tourism Promotion Committee	Berry	—
Wilsonville-Metro Community Enhancement Committee	Berry / Shevlin	—
Urban Renewal Task Force (currently only discussing land aggregation in Coffee Creek)	Shevlin	—
Korean War Memorial Foundation of Oregon	O'Neil	—

Temporary/Limited Duration		
Aurora Airport Master Plan Advisory Committee	Shevlin	—
As Interested		
Oregon Mayor's Association	O'Neil	—
League of Oregon Cities	All	—
Joint Policy Advisory Committee on Transportation (JPACT)	—	—
Metro Policy Advisory Committee (MPAC)	—	—
Region 1 Area Commission on Transportation (R1ACT)	—	—
Westside Economic Alliance	—	—
Clackamas County Business Alliance	—	—
Wilsonville Area Chamber of Commerce	—	—

Councilor's comments followed the presentation.

Motion: Moved to confirm the slate of City Council appointments to the City boards and committees and to the intergovernmental bodies as read by the Mayor and presented by staff member Evertt Wild.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

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

Vote: Motion carried 5-0.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

The City Attorney explained options to refer a potential competing measure for Initiative Petition No. 2025-01i.

1. Initiative Petition Competing Measure:

- a. ORS 250.325(2) states that the City Council may adopt or reject an initiated measure “unless the measure is required to be submitted to city electors under the city charter or state law.” Because the initiative petition seeks to amend the Wilsonville City Charter, it must be submitted to city electors pursuant to the Oregon Constitution Article XI, Section 2.
- b. The City Council does have the option to refer a competing measure to city electors at the May 2026 election. See ORS 250.325(3). If the City Council decides to refer a competing measure, the City Council must prepare the competing measure not later than the 30th day after December 15, 2025, when the initiated petition was filed with the City Council. In other words, if the City Council does desire to provide a competing measure, it must adopt the competing measure by no later than January 14, 2026.
- c. If the City Council is interested in referring a competing ballot measure, City staff will need input from the City Council regarding the provisions it desires to have included in the ballot measure. The first item that staff will need feedback on is whether there is any interest in Councilmembers to pursue a competing ballot measure.

Council collectively agreed they had no interest in submitting a competing measure.

Next, the City Attorney reported on the property adjacent to the Aurora Airport.

2. Aurora Airport:

- a. On December 17, 2025, the Marion County Board of Commissioners adopted Ordinance No. 1485 approving development of property adjacent to the Aurora Airport at 22515 Airport Road NE, Aurora, Oregon, Marion County file number CU/CP24-038. This property is located in Area of Special Concern O in the City of Wilsonville Comprehensive Plan.
- b. The City participated both before the Marion County hearings officer and Marion County Board of Commissioners in opposition to this application – noting, in particular, the development of urban uses on rural, exclusive farm use land.
- c. On December 19, 2025, Joseph Schaefer filed a notice of intent to appeal with the Land Use Board of Appeals regarding this development approval.
- d. On December 29, 2025, and December 30, 2025, additional participants filed notices of intent to appeal with the Land Use Board of Appeals.
- e. Tonight, for Council’s consideration is whether to intervene in the current and any additional appeals on file number CU/CP24-038 before the Land Use Board of Appeals.

- f. I'll open it for Council questions or consideration, but otherwise if Council is interested in intervening in these appeals, then a motion authorizing staff to file on behalf of the City to intervene in the current and any additional appeals on file number CU/CP24-038 before the Land Use Board of Appeals would be the next step.

Councilor discussion the ensued.

Motion: Moved to authorize staff to intervene on behalf of the City on any current or future appeals before the Land Use Board of Appeals (LUBA) on this Marion County land use matter.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:
Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Scull

Abstaining:
Councilor Cunningham

Vote: Motion carried 4-0-1.

Lastly, the Mayor addressed the Council, suggesting executive coaching focused on team exercises, separate from goal setting. The Mayor proposed this coaching could occur after the new city manager was installed. The Mayor also mentioned the existing protocol manual, inherited by the City Council, and suggested refining it to improve collaboration.

Councilors supported the Mayor's ideas.

ADJOURN

The Mayor adjourned the meeting at 8:46 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor

City Council
January 05, 2026



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 2, 2026		Subject: Resolution No. 3229 Establishing and Imposing Just and Equitable Sewer User Fees and Repealing Resolution No. 2325 and Resolution No. 1987. Staff Member: Zach Weigel, P.E. City Engineer and Keith Katko, Finance Director Department: Community Development and Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: Continue to March 16, 2026 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council continue the hearings to a date certain of March 16, 2026.			
Recommended Language for Motion: I move to continue Resolution No. 3229 and to a date certain of March 16, 2026.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Wastewater Collection System Master Plan, 2023 Wastewater Treatment Plant Master Plan		<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution establishing and imposing just and equitable sewer user fees and repealing Resolution No. 2325 and Resolution No. 1987, Capital Improvement Project (CIP) #2066.

EXECUTIVE SUMMARY:

Sewer utility rates were last increased in October 2011 by Resolution No. 2325 in preparation for a major expansion of the Wastewater Treatment Plant. The adopted resolution included consecutive rate increases of 15% in 2012, 12% in 2013, and 10% in 2014. Since that time, the sewer utility rate has not been adjusted and is not indexed for inflation.

On January 18, 2024, City Council adopted the 2023 Wastewater Treatment Plant Master Plan (Ordinance No. 888). The adopted plan included an updated Capital Improvement Project (CIP) list consisting of sewer treatment plant improvements that will be needed over the next 20 years to meet projected growth, operation and maintenance needs, and regulatory requirements.

Also impacting utility rates is the construction inflation that occurred between 2020 and 2023, with an estimated 53.8% increase according to the Federal Highway Administration: National Highway Construction Cost Index. Such an unprecedented increase in a short period of time has had a significant impact on the City's ability to fund needed sewer capital improvement projects. As a result of the updated capital project list, construction inflation, and length of time since the last utility rate increase, review of the current utility rates is necessary to maintain financially sound sewer utility fund.

Beginning in July 2024, the City entered into a Professional Services Agreement with FCS Group to perform a sewer rate fee study, resulting in a recommended sewer utility rate and implementation schedule. On April 21, 2025, City Council received a briefing from the project team regarding the sewer utility fund revenue requirements, identifying a draft schedule of annual rate increases necessary to fund the City's sewer utility. The project team followed up with City Council at a November 3, 2025 work session, presenting three (3) sewer rate implementation alternatives. Based on feedback provided by City Council, the final recommended sewer utility rate and implementation schedule is as follows:

Year	2026	2027	2028	2029
Rate Increase (Residential)	25.44%	25.34%	25.24%	25.14%
Rate Increase (Non-Residential)	32.00%	32.00%	32.00%	32.00%
Rate Increase (High-Strength)	32.00%	32.00%	32.00%	32.00%

The rate increases shown will go into effect on January 1st of each year. After the sewer rate increase implementation schedule is completed, an annual inflationary adjustment will begin on January 1, 2030, and continue each year thereafter.

The public hearing was opened on December 15. Following public comments, the public hearing for Resolution No. 3229 was continued to a date certain of February 2, 2026.

EXPECTED RESULTS:

Continuation of the public hearing for Resolution No. 3229 to a date certain of March 16, 2026.

TIMELINE:

Public hearing for Resolution No. 3229 continued to a date certain of March 16, 2026.

CURRENT YEAR BUDGET IMPACTS:

The consultant work is included in the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget.

COMMUNITY INVOLVEMENT PROCESS:

The project team has held two (2) work sessions with City Council to discuss the sewer utility rate and implementation schedule on April 21, 2025 and on November 3, 2025. On November 17, 2025, notice of the proposed sewer utility rate increase was mailed to the top ten sewer customers within Wilsonville, inviting questions, comments, and concerns to be shared with the project team.

A public open house was held on December 2, 2025, with an estimated 50 interested sewer utility customers in attendance to learn about the sewer utility rate, proposed fee increase and implementation schedule, and engage in a question-and-answer session with the project team. Advance notice of the open house was sent via postcard to every customer within Wilsonville, published in the Boones Ferry Messenger, and posted through *Let's Talk, Wilsonville!* and social media.

A project webpage with up-to-date sewer utility rate information has been maintained and updated by the project team for the duration of the project. Written public comments regarding the updated sewer utility rates are included as **Attachment 1**.

Public input will also be accepted at the December 15 city council public hearing.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The updated sewer utility rate and implementation schedule will provide the revenue necessary to maintain a financially sound sewer utility program, helping to make sure sewer is properly treated, isn't backing up into homes and businesses, making for clean streams and rivers and a healthy environment.

ALTERNATIVES:

Council could choose to adopt a sewer utility rate and implementation schedule at a lower rate or slower schedule. However, doing so will likely lead to insufficient revenue to adequately maintain and operate the sewer system and delayed capital investment to replace worn out, outdated infrastructure, ultimately resulting in deferred maintenance and higher future costs for customers.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Written Public Comment Received as of December 4, 2025

2. Resolution No. 3229
 - A. Sewer User Fee Schedule

Sewer and Stormwater Utility Fees Open House – Comment Card

Item 13.



Please PRINT the following information:

Name: Elizabeth Crawford Email: ordirector@comcast.net
Address, City, Zip: _____

We appreciate your comments and feedback:

Would like to see more work on grants to support this project and the increases on our vulnerable citizens. With the hotels and nursery homes in our small city - would like to see them pay fair share.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees Open House – Comment Card



Please PRINT the following information:

Name: Steve Gaschler Email: STGPHD@GMAIL.COM
Address, City, Zip: 28511 COFFEE LAKE DR.

We appreciate your comments and feedback:

PLEASE LOWER THE INCREASE AND SPREAD IT OUT OVER A LONGER PERIOD OF TIME MOST OF THE PROJECTS CAN BE MOVED OUT 2-3 YEARS.
THANK YOU FOR YOUR CONSIDERATION.

Remember to watch for project updates on the City of Wilsonville website.

Sewer and Stormwater Utility Fees Open House – Comment Card



the following information:

Email: _____

Zip: _____

your comments and feedback:

unidentified industry jargon or acronyms in presentations
be more clear in providing topic at beginning

115

Remember to watch for project updates on the City of Wilsonville website.

Item 13.

From: [Whitney Best](#)
To: [Zach Weigel](#)
Subject: Utility Fee Increase Review Comment
Date: Monday, July 7, 2025 5:52:49 PM



Hello Zach,

I'm writing in response to the proposed utility fee increase, as published in *The Boones Ferry Messenger* July 2025 edition. I am strongly opposed to this egregious rate increase. My husband, myself, and our three boys, moved into Wilsonville in 2017. I was raised in Wilsonville; I attended Wood Middle School many years ago. As a long time member of this community I am saddened by the overburden placed on us, the taxpayers, and as those who are the customers of The City of Wilsonville. The Boeckman bridge, while lovely, is a suspect use of money when needs are so great for infrastructure elsewhere, and this is just one example. I am frustrated with how our money is being spent and in no way support the outrageous proposed 74% increase in our utility base bill. Please log my opposition to this proposed utility fee increase.

Thank you,
Whitney Best

From: liveboy727@yahoo.com
To: [Zach Weigel](#)
Subject: No new fees
Date: Tuesday, December 2, 2025 12:32:29 PM



Dear Zach,

As a resident of Wilsonville, I would like to express my concern regarding the proposed new sewer and storm water utility fee. Unfortunately, I am unable to attend tonight's meeting, but I still wanted to share my thoughts.

My family simply cannot afford any additional fees. The cost of nearly everything in our lives continues to rise, while pay rates do not keep pace. We are already facing enough financial strain from increased expenses and new fees elsewhere. Adding another mandatory charge would only make things more difficult for families like mine.

As a Wilsonville resident for the past 14 years, I respectfully vote **no** on this proposal.

Thank you for listening.

Sincerely,
Concerned Resident

RESOLUTION NO. 3229**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE SEWER USER FEES AND REPEALING RESOLUTION NO. 2325 AND RESOLUTION NO. 1987.**

WHEREAS, the City of Wilsonville provides sewer collection and treatment services; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require sewer charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, Wilsonville Code Section 3.111 provides that Council may from time to time establish and change by resolution fees and charges for connection to and use of the sewage disposal system; and

WHEREAS, in 2015 the City of Wilsonville has adopted a Wastewater Collection System Master Plan (Ordinance No. 766), including the list of sewer collection system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, in 2024 the City of Wilsonville has adopted a Wastewater Treatment Plant Master Plan (Ordinance No. 888), including the list of sewer treatment improvement projects totaling an estimated \$122 million to address the City's need through the 20-year planning horizon; and

WHEREAS, the sewer user fee was last updated by City Council on October 3, 2011 (Resolution No. 2325) and has remained unchanged since January 1, 2014; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a sewer utility rate study was initiated to determine necessary actions to address the effects of inflation on the sewer utility fund since the last study completed in 2011 and evaluate revenue requirements to address the operating and capital needs identified in the 2023 Wastewater Treatment Plant Master Plan; and

WHEREAS, the 2015 Wastewater Collection System Master Plan Capital Improvement Project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the sewer rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding sewer user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred sewer rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a base service charge designed to cover fixed costs, a volume charge computed from water consumed, and for certain industrial customers a high-strength charge for high levels of biochemical oxygen demand (BOD) and total suspended solids (TSS); and

WHEREAS, the City has duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested sewer utility customers on December 2, 2025; and

WHEREAS, Resolution No. 1987 applies to sewer user fees and connection charges as well as sewer system development charges; and

WHEREAS, Resolution No. 2325 amended the applicable provision of Resolution No. 1987 as they apply to the sewer user fees and collection charges; and

WHEREAS, Resolution No. 3209 amended the applicable provision of Resolution No. 1987 as they apply to the sewer system development charges; and

WHEREAS, Resolution No. 3229 establishes new sewer user fees and connection charges and repeals Resolution No. 1987 and Resolution No. 2325, leaving in place Resolution No. 3209.

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

- PART I DETERMINATION & FINDINGS
- PART II ESTABLISHED USER FEES FOR SEWER SERVICE
- ARTICLE I DEFINITIONS AND EFFECTIVE DATES
- ARTICLE II SEWER PERMIT AND INDUSTRIAL PRETREATMENT WASTEWATER DISCHARGE PERMIT FEES
- ARTICLE III INDUSTRIAL PRETREATMENT WASTEWATER DISCHARGE PERMIT APPLICATION AND PERMIT TO DISCHARGE
- ARTICLE IV OWNER(S) RESPONSIBILITIES
- ARTICLE V USER FEES FOR SEWER SERVICE
- ARTICLE VI APPEALS, PAYMENT, COLLECTION ENFORCEMENT AND DISBURSEMENT VALIDITY

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this resolution.
- B. The City Council has reviewed the proposed sewer fee for sewer services and finds the proposed fee to be rationally based and financially prudent.

Part II: ESTABLISHES USER FEES FOR SEWER SERVICE

ARTICLE I Definitions and Effective Dates

Section 1. Definitions. For the purposes of this resolution, the following definitions shall apply:

- A. "Base Charge" means the fixed portion of the sewerage charge pertaining to non-treatment costs, such as billing, collection system maintenance, and debt service.
- B. "Unit" means 100 cubic feet and refers to the volume of water measured by the metered service to the customer.

- C. "Volume Charge" means the rate charge per Unit pertaining to the variable costs of the sewage system, such as treatment, asset maintenance, and pre-treatment services.
- D. "Winter Average" means the average measured water consumption for the five-month period of November through March unless otherwise adjusted by the Finance Director for unusual conditions. If a house is vacant or service has been disconnected for one or more of those months or a new account is being established, the Winter Average shall be the system-wide average.

Section 2. Effective Dates. Sewer rates will be phased in over four years as reflected in **Exhibit A**. First increase shall be effective January 1, 2026. Subsequent increases shall be effective January 1, 2027, January 1, 2028, and January 1, 2029. An inflationary increase based on the Consumer Price Index, West Region will be applied to the sewer rate on an annual basis effective January 1, 2030.

ARTICLE II

Sewer Permit and Industrial Pretreatment Wastewater Discharge Permit Fees

Section 1. To provide for the cost of processing a building sewer service connection permit, and a wastewater discharge permit, the following fees will be charged. The permit fees below shall be reviewed annually by the City Council. The Council may, from time to time, including, but not limited to, its annual review, increase fees giving due consideration to the increase in the Consumer Price Index, West Region from the month of the last increase to the month preceding the date of the review. The Council may take action to waive an increase in permit fees any year it deems appropriate to do so.

A. Building Sewer Service Connections

SERVICE CLASS	FEE
(1) Residential	
(a) Single-Family	\$96
(b) Multi-Family	\$312
(2) Commercial	\$691
(3) Industrial	\$691

B. Industrial Pretreatment Wastewater Discharge Permit Fees

- (1) The initial pretreatment wastewater discharge permit fee shall be \$594.
- (2) The annual inspection and report fees for significant industrial users as defined in Wilsonville Code Sections 8.003 and 8.400 *et seq.* shall be \$1,662.
- (3) Annual administrative costs for operating the industrial waste pretreatment program will be included in sewer rates with indirect costs prorated to all customers by meter size. Adjustments to the rates because of industrial waste pretreatment are listed in **Exhibit A**.
- (4) Costs of testing and inspecting specific categorical or significant user discharges will be directly billed to the user.

ARTICLE III

Industrial Pretreatment Wastewater Permit Application and Permit to Discharge

Section 1. General

Each nonresidential user discharging, proposing to discharge or having the potential to discharge contributions of wastewater into the city sewerage system which meets any of the following criteria shall secure an Industrial Pretreatment Wastewater Discharge Permit from the city:

- A. Is subject to national categorical pretreatment standards promulgated by EPA under Section 307(b) of (c) of the Clean Water Act (CWA);
- B. Has in its waste toxic pollutants as defined pursuant to Section 307 and Section 502 of the CWA;

- C. Has a non-domestic flow of 25,000 gallons or more per average work day;
- D. Contributes more than 5 percent of the actual daily average dry weather hydraulic, organic or solids handling load to the city's wastewater treatment plant;
- E. Is determined by the state or city in accordance with Wilsonville Code Section 8.400 *et seq.* to have significant impact or potential for significant impact to adversely affect the city sewerage system by either upset, inhibition, pass through of pollutants, sludge contamination or other means.

Section 2. Application

- A. Existing non-residential users shall apply for a Wastewater Discharge Permit within ninety (90) days prior to connecting to or discharging to the city sewerage system.
- B. Wastewater discharge permits are governed by the provisions of Wilsonville Code Section 8.400 *et seq.*

ARTICLE IV
Owner(s) Responsibilities

Section 1. General

- A. The owner(s) of a property on which a building sewer is then connected to the public sewer shall be responsible for:
 - (1) Repair of all known sewer breaks, leaks, cracks and similar problems in all pipes, manholes, clean-outs and appurtenances to the building sewer which would cause ground or surface water to infiltrate or to flow into the building sewer either directly or indirectly. All costs involved in making repairs shall be borne by the owner(s).
- B. The City shall have the specific right to inspect and test all building sewers to determine compliance with City, State and Federal requirements and the owner shall cooperate and not hinder the City's right to inspect and test.

ARTICLE V
User Fees for Sewer Service

Section 1. Implementation of Fees

A sewer user fee is hereby imposed upon the user(s) of the City's wastewater collection, pumping, disposing and treating system. A high strength user fee is hereby imposed upon the commercial and industrial user(s) of the city's wastewater collection, pumping, disposing, and treating system, that discharge wastes having an average strength in excess of 250 mg/l of BOD or TSS.

Section 2. Pumping Units

Buildings that are served by pumping units shall be subject to the user fees provided by this Resolution.

Section 3. Initial Service

When sewer service is initially provided to any building(s), a sewer user fee shall be charged for each month a building sewer is connected to or discharged into the public sewer.

Section 4. Charge to Users

Sewer user fees are hereby charged to the user(s) of the property connected to the sanitary sewer. Users of the property shall include owners as well as occupants. Such charges are to begin at the time the connection has been accepted by the Community Development Department according to the standards set forth in the Construction Standards for the City of Wilsonville.

Section 5. Billing to Occupant

Sewer user fees shall be billed to an occupant unless otherwise notified in writing by owner of the serviced property. However, in the event of a delinquent account, the sewer service may be disconnected under provisions of Article VI, Section 4, of this Resolution.

Section 6. Annual Increase of Fees

Sewer user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article I, Section 2, of this Resolution.

Section 7. User Fees Within City

- A. The sewer fees effective January 1, 2026, January 1, 2027, January 1, 2028, and January 1, 2029 is provided in **Exhibit A**.
- B. Rates for service levels not defined. The City Manager or designee shall have the authority to establish and charge fees for service levels not otherwise defined in this Resolution. For any new account requiring a service level, defined by the meter size, not provided in this Resolution, the method for determining the customer's service charge shall be the sectional area of the undefined meter size in ratio to the sectional area of a 5/8" meter.
- C. Water withdrawn without authorized service and wastewater discharged through unauthorized connection shall be charged at double the rates set forth above, from the date of commencement of such unauthorized use. Appropriate measures shall be immediately taken to prevent further unauthorized use. The City Manager or designee shall estimate the fee if metered consumption is not available. Imposition of such charges shall not act as a waiver of the City's right to take other actions as are authorized by law.
- D. Base charge shall constitute the minimum monthly sewer use charge provided water service is provided and metered to the customer. Base charges are determined by the water meter providing domestic water service.
- E. Volume charges shall be determined as follows for each customer type:
 - (1) Single family residential units are based on Average Winter water use. The City Manager or designee may adjust volumes based on a request from the customer and valid information showing that the Average Winter volume as defined does not accurately reflect impact on the sewer system.

- (2) Multi-family, commercial and industrial customers are based on the water volume as metered monthly for all non-irrigation only meters.
 - (3) For sewer customers that are not served by City water, the City Manager or designee will determine sewer volumes that are to be billed.
 - (4) Commercial or industrial sewer users whose domestic water consumption (excluding metered irrigation) is a minimum of three times greater than the measured sanitary sewer discharge rate are based on this flow measured from the discharge point of the building sewer into the public sanitary sewer and shall be based on the average hundred cubic feet discharged. The measurement period shall be one week or seven consecutive days. After six billing periods or six months, a new measurement shall be taken. Each measurement shall set the surcharge fee for the next six-month period.
 - (5) For any non-domestic pollutant discharger who is required to obtain a wastewater discharge permit and is required to measure discharge volumes, the sewer volume and BOD and TSS strengths shall be as established through the monitoring requirements as set forth by each individual discharge permit.
- F. In addition to the volume charges, commercial or industrial sewer users who are required to obtain an industrial pretreatment wastewater permit and whose sewerage exceeds either a BOD strength of 250 milligrams/liter (mg/l) or a TSS strength of 250 mg/l shall pay an additional fee for treatment of high strength sewer wastes. Calculation of the monthly, high-strength, sewage fees shall be as follows:
- (1)
$$\text{BOD Fee} = Q \times \frac{(\text{BOD 5 monitored} - 250)}{1,000,000} \times 62.4 \text{ lbs/cf} \times 100 \times \text{BOD rate}$$
 - (2)
$$\text{TSS Fee} = Q \times \frac{(\text{TSS monitored} - 250)}{1,000,000} \times 62.4 \text{ lbs/cf} \times 100 \times \text{TSS rate}$$
- where,
- (1) Q = Monthly volume in hundred cubic feet (ccf)
 - (2) BOD 5 Monitored = Average BOD 5 strength in milligrams per liter
 - (3) TSS Monitored = Average TSS strength in milligrams per liter

(4) BOD Rate = Rate for treatment of high strength BOD from **Exhibit A** in dollars per pound.

(5) TSS Rate = Rate for treatment of high strength TSS from **Exhibit A** in dollars per pound.

G. For example: An industrial user that used 5,187 ccf of water per monthly period with a BOD 5 of 290 mg/l and a TSS of 500 mg/l would pay:

$$(1) \text{ For BOD} = 5,187 \times \frac{(290 - 250)}{1,000,000} \times 62.4 \times 100 \times \$1.36 = \$1,760.76$$

$$(2) \text{ For TSS} = 5,187 \times \frac{(500 - 250)}{1,000,000} \times 62.4 \times 100 \times \$1.36 = \$11,004.74$$

H. Other sewer user charges may be established through the issuance of an industrial pretreatment discharge permit in order to recover potential or actual costs incurred by the City due to waste that adversely affects the sewer system or the environment.

Section 8. User Fees Outside City

All sewer users whose sewer connection is outside the City shall be billed two (2) times the applicable sewer rate to recover costs that City users pay on full faith and credit obligations and/or general obligation bonds.

Section 9. Franchise Fee

For the right to receive additional services from the general fund, a franchise fee is hereby imposed upon the sewer fund of the City in an amount equal to four percent (4%) of the gross annual revenue from sewer user charges. This fee shall be collected from the sewer users and remitted quarterly to the general fund.

Section 10. Exception for Water Leaks

A. Sewer users will not be required to pay that portion of their sewer bill attributable to water leakage provided that:

- (1) The leak is repaired at the water user's expense within 72 hours of notification by the City that a leak has occurred;
- (2) The City, upon rechecking the water meter, concurs that the leak has been fully repaired;

- (3) The leak discharged water into the sanitary sewer system;
 - (4) Exceptions from the 72 hour repair requirement may be granted in writing by the City Manager or designee when extenuating circumstances are recognized.
- B. The sewer user's bill during the period of time when undetected leakage occurred shall be based on the average usage for the same period in the previous two years, adjusted for any approval of subsequent rate increases for the same period of time. When prior year billing information is not available, the City Manager or designee will determine the approximate billing based on bills for comparable properties.
 - C. This policy shall not apply to leaks that are reoccurring problems or those that are apparent as opposed to undetected leaks.
 - D. Only one credit may be issued to a customer during a twelve-month period.

Section 11. Applications and Deposits

Applications for City sanitary sewer services shall be by such forms and in such manner as provided by the Department of Finance. The applicant shall designate the property to be served and the user thereof. An owner of the premises who permits another to make application and/or use the city's sewer services shall also be deemed a user of city services. If a deposit is deemed prudent and cost effective by the Finance Director, a deposit shall be required in a sum which shall not be greater than an amount equal to an estimated 3 months' bill as determined by the Finance Department. However, any resident of Wilsonville (a person who has established credit with the City of Wilsonville by having water and/or sewer service in his/her own name) will be allowed to move from one location within the city limits without having to pay a deposit if that resident has lived in Wilsonville for at least three (3) years, has City of Wilsonville water and/or sewer service in his/her name and has not been delinquent in paying for water and/or sewer service within the past three years.

Section 12. Refund of Credits

- A. A refund of the user sewer service deposit will occur when a customer shows satisfactory credit performance for three years. If it becomes necessary to make one or more visits to enforce collection and/or shut off for non-payment during the three-year period, the City shall retain the deposit. The deposit will be held for an additional three years from the date of the last visit to the customer's premises for collection for non-payment of a bill. (Definition of visit - hand delivery of shut-off notice to the customer's premises. Definition of satisfactory credit- no water shut-off notices hand delivered and/or temporary shut-off of service for non-payment during a three-year period.)
- B. A refund of the deposit will occur upon the applicant's requesting discontinuance of service provided that all outstanding bills are paid in full. The deposit may be applied to the final bill:
- C. If an account is shut off for non-payment, the deposit shall be held as security until the outstanding balance is paid. The deposit will only be applied to the outstanding balance when the account is closed and no further sewer service is required by the customer. The remaining balance of the deposit not used to pay the outstanding bill will be refunded to the customer.
- D. Upon refund of the cash deposit to the applicant for satisfactory credit performance or upon termination of service, the deposit shall be refunded together with interest thereon at the rate of one-half percent (1/2%) below the average annual interest rate received by the City. However, no interest shall be allowed or paid by the City of Wilsonville on deposits which have been deposited with the City for less than 30 days. All cash deposits so paid to the City of Wilsonville by sewer users shall be credited by the Finance Department into a special account to be known as "Sewer Deposit Trust Account".

Section 13. Liability for Charges and Service Disconnection

All charges for sanitary sewer service furnished or rendered by the City of Wilsonville

shall be chargeable to the current user of the property where sanitary sewer service is supplied and, in addition, all persons signing an application for the use of sanitary sewer service shall be personally liable for all charges accrued against the property designated within the application. Charges for sanitary sewer service are due in full on the last day of the billing month. Accounts are considered delinquent if payment has not been received by the 15th of the following month. The City reserves the right to cut off and disconnect water service to the premises without further notice when charges for sanitary sewer service have not been paid within 25 days after the due date, and the expense thereof shall be borne by the user to which such service has been supplied. The City shall provide a minimum of 3 days' notice by a door hanger, phone call or by mail prior to water service disconnection to the user and mail notice to the owner.

ARTICLE VI

Appeals, Payment, Collection Enforcement and Disbursement Validity

Section 1. Appeals Procedure

- A. Any person aggrieved by a ruling under, interpretation of the provisions of this Resolution, or calculation made under the provision of this resolution may, within 30 days of the date of occurrence, submit a written appeal to the City Council of Wilsonville. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, and the nature of the impact of the ruling on appellant's property or business together with any other reasons for the appeal.
- B. The City Council will set a date at the next regularly scheduled Council meeting to hear the appeal within thirty (30) days thereafter at a regularly scheduled council meeting and hear testimony, if deemed necessary. The decision of the Council will be final.
- C. Appeal. A final decision of the City Council may be appealed by Writ of Review pursuant to ORS 34.010-34.100.

Section 2. Payment

Every person subject to a charge hereunder shall pay the same, when due, to the Finance Director of the City of Wilsonville.

Section 3. Collection

- A. The Finance Director of the City is hereby directed to collect the sewer user fees as provided for herein.
- B. Sewer user fees, when collected, shall be paid into a fund designated as the "Sewer Fund".
- C. Sewer user fees, as herein before provided, shall be collected monthly and if not paid within the (10) days from billing date, said charges shall then be deemed delinquent.
- D. Delinquent sewer service and service connection accounts shall bear interest from the day of delinquency at a rate of fifteen per cent (15%) per annum.
- E. Payments returned for insufficient funds shall be subject to a processing fee to be determined by the City Manager or designee.

Section 4. Enforcement

- A. The Finance Director of the City may use such means of collection as may be provided by the laws of the state of Oregon or permitted by the Charter and Ordinances of the City of Wilsonville.
- B. If a court suit or action is instituted to enjoin any unauthorized connections to or use of the sewage system, or for the collection of accounts, the City shall be entitled to collect, in addition to costs and disbursements provided by statute, such sum as any court, including any appellate court; may adjudge reasonable as attorney's fees in such suit or action.
- C. The City may, after providing notice as described in Article V Section 13, discontinue sewer service and disconnect buildings from the City's sewerage system if sewer service charges and/or sewer impact fees, or other fees under this resolution, become delinquent; or if the safety, health or welfare of the citizens of Wilsonville may be jeopardized; or, without notice in the case of

emergency affecting safety, health or welfare of its citizens; and the City may continue thereafter to refuse sewer service and sewer connections to such delinquent sewer user until all such delinquencies and interest are fully paid or until such safety, health or welfare problem is abated or cured.

Section 5. Disbursements for Interfund Transfers

The Finance Director may direct disbursements for interfund transfers generally through the annual budget process.

Section 6. Statement of Validity

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Section 7. Repeal of Existing Resolutions

By the adoption of this Resolution, Resolution No. 1987 and Resolution No. 2325 are hereby repealed.

Section 8. Effective Date

This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of March, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. Sewer User Fee Schedule

EXHIBIT A

Sewer User Fee Schedule

	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Residential Revenue Increase	25.44%	25.34%	25.24%	25.14%
Non-Residential Revenue Increase	32.00%	32.00%	32.00%	32.00%
<u>Base Charge by Class</u>				
Single Family Residential/Multifamily	\$24.89	\$31.19	\$39.07	\$48.89
Non-Residential				
5/8" or 3/4"	\$42.16	\$55.65	\$73.46	\$96.97
1"	\$66.11	\$87.26	\$115.18	\$152.04
1 1/2"	\$106.04	\$139.97	\$184.76	\$243.88
2"	\$153.91	\$203.16	\$268.18	\$353.99
3"	\$265.65	\$350.66	\$462.87	\$610.99
4"	\$425.32	\$561.42	\$741.07	\$978.22
6"	\$824.38	\$1,088.18	\$1,436.40	\$1,896.05
8"	\$1,303.26	\$1,720.31	\$2,270.80	\$2,997.46
10"	\$2,325.01	\$3,069.01	\$4,051.09	\$5,347.44
<u>Volume Charge:</u> <u>per CCF of water (>2 CCF)</u>				
Residential (additional units)	\$11.10	\$13.92	\$17.43	\$21.81
Non-Residential (additional units)	\$11.68	\$15.42	\$20.35	\$26.87

High Strength Rates	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Increase	32.00%	32.00%	32.00%	32.00%
Flow rate per CCF	\$11.68	\$15.42	\$20.35	\$26.87
BOD rate per Pound	\$1.36	\$1.79	\$2.37	\$3.13
TSS rate per Pound	\$1.36	\$1.79	\$2.37	\$3.13

Note: CCF = 100 cubic feet. Each 100 cubic feet equals approximately 748 gallons.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 2, 2026		Subject: Resolution No. 3230 Establishing and Imposing Just and Equitable Stormwater User Fees and Repealing Resolution No. 2507 and Resolution No. 2353. Staff Member: Zach Weigel, P.E. City Engineer Keith Katko, Finance Director Department: Community Development & Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: February 2, 2026 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3230.			
Recommended Language for Motion: I move to adopt Resolution No. 3230 with alternative (select 1, 2, 3, or 4).			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2024 Stormwater Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution establishing and imposing just and equitable stormwater user fees and repealing Resolution No. 2507 and Resolution No. 2353, Capital Improvement Project (CIP) #7059.

EXECUTIVE SUMMARY:

Stormwater utility rates were last increased in January 2015 by Resolution No. 2507 to incorporate the storm pipe replacement needs identified in the 2014 Charbonneau Consolidated Improvement Plan. Since that time, the stormwater utility rate has not been adjusted and is not indexed for inflation.

On April 1, 2024, City Council adopted the 2024 Stormwater Master Plan (Ordinance No. 890). The adopted plan included an updated Capital Improvement Project (CIP) list consisting of stormwater infrastructure improvements that will be needed over the next twenty years to meet projected growth, operation and maintenance needs, and regulatory requirements.

Also impacting utility rates is the construction inflation that occurred between 2020 and 2023, with an estimated 53.8% increase according to the Federal Highway Administration: National Highway Construction Cost Index. Such an unprecedented increase in a short period of time has had a significant impact on the City's ability to fund needed stormwater capital improvement projects. As a result of the updated capital project list, construction inflation, and length of time since the last utility rate increase, review of the current utility rates is necessary to maintain financially sound stormwater utility fund.

Beginning in July 2024, the City entered into a Professional Services Agreement with FCS Group to perform a stormwater rate fee study, resulting in a recommended stormwater utility rate and implementation schedule. Based on feedback provided by City Council during two work sessions with the project team, a recommended stormwater utility rate and implementation schedule consisting of an across-the-board adjustment was presented to the City Council for adoption at a public hearing on December 15, 2025.

Based on testimony provided by community members at the public hearing, City Council directed staff to reassess the stormwater capital improvement project list and prepare stormwater rate alternatives that have less impact on Wilsonville utility customers. City Council continued the public hearing until February 2, 2026.

Since that time, the project team has reviewed the stormwater Capital Improvement Project (CIP) list. The projects on the list in the near term are to address verified pipeline deterioration issues or areas of localized flooding. The major projects scheduled within the next five years, including the total estimated cost and portion funding by System Development Charges (SDC), are as follows:

Boeckman Creek Flow Mitigation	\$6.6M (\$1.6M in SDC)
Miley Road Stormwater Improvements	\$11.3M
Garden Acres Pond Retrofit	\$3.8M (\$1.4M in SDC)
Day Road Stormwater Improvements	\$12.0M (\$4.6M in SDC)
Charbonneau Consolidated Plan Storm Improvements	\$2.0M per year

Due to the potential risk of significant increase in costs due to emergency construction and repair from damage caused by failed infrastructure and potential flooding during large rainfall events, the project team does not recommend removal of any stormwater projects from the CIP.

Upon further review of the stormwater utility rate and implementation schedule, the project team has identified four alternatives, including the stormwater rate schedule previously recommended, for City Council consideration. The estimated budgetary Impacts associated with each alternative are provided below.

Option 1: Original Stormwater Rate Proposal

Date	Increase per ERU	New Rate
2026	\$4.22	\$16.12
2027	\$5.73	\$21.85
2028	\$7.75	\$29.60

ERU = Equivalent Residential Unit = 2750 square feet of impervious area

Option 2: Flat - 3 Year

Date	Increase per ERU	New Rate
2026	\$5.75	\$17.65
2027	\$5.75	\$23.40
2028	\$5.75	\$29.15

Option 3: Flat – 5 Year

Date	Increase per ERU	New Rate
2026	\$4.15	\$16.05
2027	\$4.15	\$20.20
2028	\$4.15	\$24.35
2029	\$4.15	\$28.50
2030	\$4.15	\$32.65

Option 4: Escalate – 5 Year

Date	Increase per ERU	New Rate
2026	\$3.25	\$15.15
2027	\$3.75	\$18.90
2028	\$4.25	\$23.15
2029	\$4.75	\$27.90
2030	\$5.00	\$32.90

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

Option 2 – This alternative flattens out the annual stormwater rate in Option 1 and keeps the three-year implementation schedule. The stormwater rate does slightly increase in the first year

but prevents a bigger rate jump in third year. This alternative has no negative impact on revenue generated and does not result in any project delays.

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

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

The stormwater rate increase adopted will go into effect on March 1, 2026 and then January 1 of each year after that. At the time the stormwater rate increase implementation schedule is completed, an annual inflationary adjustment will begin and continue each year thereafter.

In addition, the project team is recommending elimination of the storm utility rate exemption. There are currently 122 accounts across the city that are not currently charged a storm utility fee on their monthly utility bill, most of which are older accounts from the 1990's that did not have storm drainage service at that time, but since have been provided service. In addition, a major component of the storm water utility is management of runoff from public streets and facilities, as well as implementation of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit program, which affects all customers within Wilsonville.

EXPECTED RESULTS:

The updated stormwater utility rate will provide the estimated revenue necessary to fund staffing, materials, and capital improvements necessary to maintain and operate the stormwater utility, replace worn out, outdated infrastructure and meet regulatory requirements, helping to maintain a financially sound stormwater utility program.

TIMELINE:

If adopted by City Council, the selected stormwater fee and implementation alternative will go into effect beginning on March 1, 2026.

CURRENT YEAR BUDGET IMPACTS:

The consultant work is included in the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget.

COMMUNITY INVOLVEMENT PROCESS:

The project team has held two work sessions with City Council to discuss the stormwater utility

rate and implementation schedule on April 21, 2025 and on November 3, 2025. On November 17, 2025, notice of the proposed stormwater utility rate increase was mailed to the top ten stormwater customers within Wilsonville, inviting questions, comments, and concerns to be shared with the project team.

Also, on November 17, 2025, notice of the proposed elimination of the storm utility rate exemption was mailed to all 122 affected property owners, inviting concerned customers to schedule time with the project team to discuss the stormwater utility fee and the potential increase on their monthly utility bill.

A public open house was held on December 2, 2025, with an estimated 50 interested stormwater utility customers in attendance to learn about the stormwater utility rate, proposed fee increase and implementation schedule, and engage in a question-and-answer session with the project team. Advance notice of the open house was sent via postcard to every stormwater customer within Wilsonville, published in the Boones Ferry Messenger, and posted through Let's Talk Wilsonville! and social media.

A project webpage with up-to-date stormwater utility rate information has been maintained and updated by the project team for the duration of the project.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The updated stormwater utility rate and implementation schedule will provide the revenue necessary to maintain a financially sound stormwater utility program, helping to make sure stormwater runoff is properly treated, avoiding localized flooding in neighborhoods and on roadways, preventing erosion of stream channels and slopes, making for clean waterways and a healthy environment.

ALTERNATIVES:

The project team has provided four alternatives for City Council consideration for adoption. The original proposal stormwater rate schedule and Option 1 will not result in a reduction in revenue or delay priority infrastructure projects. Should Council select either Option 3 or 4, the project team estimates a loss of \$2.8M - \$4.2M in revenue, resulting in 3 – 5 year delay of the high priority Charbonneau Consolidated Plan stormwater improvements. Staff recommends adoption of Option 1 as a result of the increased risk of private property damage and higher costs associated with emergency infrastructure repairs due to the delay of high priority projects to address localized flooding and deteriorated pipe conditions. Ultimately, selection of reduced stormwater rate or extended implementation schedule will result in higher future costs for utility customers.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3230 – Option 1
 - A. Stormwater User Fee Schedule – Option 1

2. Resolution No. 3230 – Option 2
 - A. Stormwater User Fee Schedule – Option 2
3. Resolution No. 3230 – Option 3
 - A. Stormwater User Fee Schedule – Option 3
4. Resolution No. 3230 – Option 4
 - A. Stormwater User Fee Schedule – Option 4

RESOLUTION NO. 3230**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE STORMWATER USER FEES AND REPEALING RESOLUTION NO. 2507 AND RESOLUTION NO. 2353.**

WHEREAS, the City of Wilsonville Ordinance No. 433 provides the overall City implementing policy and procedures for stormwater management and for imposing a charge (stormwater fee) for stormwater services; and

WHEREAS, the purpose of this resolution is to provide a uniform framework for the imposition of a stormwater fee for stormwater services including, but not limited to, administrative review procedures and stormwater quality management. The stormwater fee is adopted to ensure that any person whose property generates stormwater runoff from impervious surfaces pay a stormwater fee for stormwater service in proportion to the amount of impervious surface area on their property; and

WHEREAS, the City of Wilsonville provides stormwater services including, but not limited to management and implementation of the City National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit and erosion control and sediment prevention program; maintenance, operation, and capital improvement of stormwater treatment and collection systems that serve public roadways and facilities; restoration of stream channels and wetlands to improve water quality and channel stability; street sweeping; and projects to address localized flooding, which benefit all utility customers residing and operating within the Wilsonville service district, and as a result are assessed and responsible for payment of the stormwater fee; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require stormwater charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, in 2024 the City of Wilsonville adopted a Stormwater Master Plan (Ordinance No. 890), including the list of stormwater system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, the stormwater user fee was last updated by City Council on January 5, 2015 (Resolution No. 2507) and has remained unchanged since January 1, 2021; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a stormwater utility rate study was initiated to determine necessary actions to address the effects of inflation on the stormwater utility fund since the last study completed in 2015 and evaluate revenue requirements to address the operating and capital needs identified in the 2024 Stormwater Master Plan; and

WHEREAS, the 2014 Charbonneau Consolidated Improvement Plan stormwater capital improvement project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the stormwater rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding stormwater user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred stormwater rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a stormwater service charge based on an Equivalent Residential Unit (ERU) of 2,750 square feet of impervious surface; and

WHEREAS, the City duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested stormwater utility customers on December 2, 2025; and

WHEREAS, Resolution No. 2353 applies to stormwater user fees and stormwater system development charges; and

WHEREAS, Resolution No. 2507 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater user fees and collection charges; and

WHEREAS, Resolution No. 3210 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater system development charges; and

WHEREAS, Resolution No. 3230 establishes new stormwater user fees and repeals Resolution No. 2353 and Resolution No. 2507, leaving in place Resolution No. 3210.

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

PART I	DETERMINATION & FINDINGS
PART II	DEFINITIONS
PART III	ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND DISBURSEMENT OF FUNDS
ARTICLE I	ADMINISTRATION
ARTICLE II	EFFECTIVE DATES
ARTICLE III	USER FEES FOR STORMWATER SERVICE
ARTICLE IV	DISBURSEMENT OF FUNDS
ARTICLE V	REFUNDS
ARTICLE VI	GENERAL FUND SERVICES
PART IV	STATEMENT OF VALIDITY
PART V	REPEAL OF EXISTING RESOLUTIONS
PART VI	EFFECTIVE DATE

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this Resolution.
- B. The City Council has reviewed the proposed stormwater fee for stormwater services and finds the proposed fee to be rationally based and financially prudent.

Part II: DEFINITIONS

The following words and phrases, as used within this Resolution, have the following definitions and meanings:

- A. "City Council" means the governing body of the City of Wilsonville.
- B. "DCD" means director of the Community Development Department.
- C. "Impervious Surface" means any substance or material restricting the passage of water including, but not limited to, roofing materials, concrete, asphalt, compacted gravel, compacted dirt, or excavated slopes.
- D. "Industrial" means all buildings or structures in which a product is manufactured, stored or distributed, or any combination of the above.
- E. "Owner" means the owner or owners of record title or; the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.
- F. "Stormwater" means water that originates during precipitation events, snowmelt or runoff water from overwatering that enters the stormwater system. Stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters.
- G. "Water quality" means a measure of the condition of water relative to the requirements of one or more biotic species and or to any human need or purpose. It is most frequently used by reference to a set of standards against which compliance can be assessed. The most common standards used to assess water quality relate to health of ecosystems, safety of human contact and drinking water.

Part III: ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND
DISBURSEMENT OF FUNDS

ARTICLE I
Administration

Section 1. The City's organization includes a Community Development Department, the Director of which is employed by the City Manager. In addition to such other duties and responsibilities that may be assigned to this person, the Director of

Community Development (DCD) shall be responsible for the administration of the stormwater fee as part of this Resolution, for developing administrative procedures for the calculation and collection of stormwater fees and for developing and administering stormwater management programs and related activities.

ARTICLE II
Effective Dates

Section 1. Stormwater rates will be phased in over three years as reflected in **Exhibit A**. First increase shall be effective March 1, 2026. Subsequent increases shall be effective January 1, 2027 and January 1, 2028. An inflationary increase based on the Consumer Price Index, West Region will be applied to the stormwater rates on an annual basis effective January 1, 2029.

ARTICLE III
User Fees for Stormwater Service

Section 1. Methodology

For ease of administration and to standardize application, the stormwater fee is based on an equivalent residential unit (ERU). The ERU is based on 2,750 square feet of impervious surface per equivalent residential unit.

Section 2. Implementation of Fees

A stormwater user fee is hereby imposed upon all water, sewer, and stormwater customers residing or operating within Wilsonville.

Section 3. Initial Service

When a water, sewer, or stormwater service is initially provided to any building(s), a stormwater user fee shall be charged monthly.

Section 4. Charge to Users

All water, sewer, and stormwater utility customers and users of properties with impervious surfaces are hereby charged stormwater user fee at the single-family

unit rate (ERU) as provided in **Exhibit A** per 2,750 square feet of impervious surface area. Actual monthly fees will be calculated in accordance with Ordinance No. 433.

- A. For each two thousand seven hundred fifty square feet of impervious surface the said property shall be charged the rate for a single-family unit. The minimum service charge shall be established at the rate of one single family unit.
- B. The stormwater for a mobile home park shall be established at the rate of one single-family per space.
- C. The stormwater fee for a multiple-family building or facility shall be calculated based on the square feet of impervious surface; however, the maximum charge shall be limited to the number of multiple family units on the property multiplied by the charge for a single-family unit.
- D. All charges for stormwater services furnished or rendered by the City of Wilsonville shall be chargeable to the current user of the property where water, sewer, or stormwater services are supplied. In addition, the current property user and property owner shall be personally liable for all charges accrued against the property designated within the application.
- E. The City reserves the right to cut off and disconnect water services to the premises without further notice when charges for water and stormwater services become delinquent, and the expense thereof shall be borne by the user to which such services have been supplied. The City shall provide a minimum of 3 days' notice by a door hanger or by mail prior to water service disconnection.

Section 5. Annual Increase of Fees

Stormwater user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article II, Section 1, of this Resolution.

Section 6. User Fees Within City

The stormwater fees effective March 1, 2026, January 1, 2027, and January 1, 2028 are provided in **Exhibit A**.

Option 1**ARTICLE VI
Disbursement of Funds**

Section 1. All payments received by the City for stormwater services rendered under the provisions of this resolution shall be deposited in the Stormwater Operating Fund.

Section 2. The stormwater fee payments received shall be credited to the accounts established for the operation and maintenance of the stormwater system and all conveyances, and all elements of the NPDES stormwater management program as well as any debt service which may be funded with revenue bonds which are repaid from the stormwater fee. Operations and maintenance costs may include personnel, equipment, materials, system replacements and capital improvement outlay.

**ARTICLE V
Refunds**

Section 1. Refunds of storm water fees may be made upon initiations of the DCD or upon written application filed with the DCD. Refunds shall only be allowed upon a finding by the DCD that there was an actual clerical error in the calculation of the fee.

**ARTICLE VI
General Fund Services**

Section 1. For use of city-owned right-of-way, a franchise fee of four percent (4%) of the gross annual revenue from the stormwater fee for stormwater services will be collected and remitted quarterly to the general fund.

Part IV: STATEMENT OF VALIDITY

- A. The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Part V: REPEAL OF EXISTING RESOLUTIONS

- A. By the adoption of this Resolution, Resolution No. 2353 and Resolution No. 2507 are hereby repealed.

Part VI: EFFECTIVE DATE

- A. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. Stormwater User Fee Schedule

EXHIBIT A

Stormwater User Fee Schedule

	1/1/2026	1/1/2027	1/1/2028
<u>Charge per ERU</u>			
Residential	\$16.12	\$21.85	\$29.60

Multifamily & Non-Residential: is based on the impervious surface area divided by 2750 square feet, then multiplied by the residential rate (ERU)

RESOLUTION NO. 3230**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE STORMWATER USER FEES AND REPEALING RESOLUTION NO. 2507 AND RESOLUTION NO. 2353.**

WHEREAS, the City of Wilsonville Ordinance No. 433 provides the overall City implementing policy and procedures for stormwater management and for imposing a charge (stormwater fee) for stormwater services; and

WHEREAS, the purpose of this resolution is to provide a uniform framework for the imposition of a stormwater fee for stormwater services including, but not limited to, administrative review procedures and stormwater quality management. The stormwater fee is adopted to ensure that any person whose property generates stormwater runoff from impervious surfaces pay a stormwater fee for stormwater service in proportion to the amount of impervious surface area on their property; and

WHEREAS, the City of Wilsonville provides stormwater services including, but not limited to management and implementation of the City National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit and erosion control and sediment prevention program; maintenance, operation, and capital improvement of stormwater treatment and collection systems that serve public roadways and facilities; restoration of stream channels and wetlands to improve water quality and channel stability; street sweeping; and projects to address localized flooding, which benefit all utility customers residing and operating within the Wilsonville service district, and as a result are assessed and responsible for payment of the stormwater fee; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require stormwater charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, in 2024 the City of Wilsonville adopted a Stormwater Master Plan (Ordinance No. 890), including the list of stormwater system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, the stormwater user fee was last updated by City Council on January 5, 2015 (Resolution No. 2507) and has remained unchanged since January 1, 2021; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a stormwater utility rate study was initiated to determine necessary actions to address the effects of inflation on the stormwater utility fund since the last study completed in 2015 and evaluate revenue requirements to address the operating and capital needs identified in the 2024 Stormwater Master Plan; and

WHEREAS, the 2014 Charbonneau Consolidated Improvement Plan stormwater capital improvement project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the stormwater rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding stormwater user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred stormwater rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a stormwater service charge based on an Equivalent Residential Unit (ERU) of 2,750 square feet of impervious surface; and

WHEREAS, the City duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested stormwater utility customers on December 2, 2025; and

WHEREAS, Resolution No. 2353 applies to stormwater user fees and stormwater system development charges; and

WHEREAS, Resolution No. 2507 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater user fees and collection charges; and

WHEREAS, Resolution No. 3210 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater system development charges; and

WHEREAS, Resolution No. 3230 establishes new stormwater user fees and repeals Resolution No. 2353 and Resolution No. 2507, leaving in place Resolution No. 3210.

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

PART I	DETERMINATION & FINDINGS
PART II	DEFINITIONS
PART III	ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND DISBURSEMENT OF FUNDS
ARTICLE I	ADMINISTRATION
ARTICLE II	EFFECTIVE DATES
ARTICLE III	USER FEES FOR STORMWATER SERVICE
ARTICLE IV	DISBURSEMENT OF FUNDS
ARTICLE V	REFUNDS
ARTICLE VI	GENERAL FUND SERVICES
PART IV	STATEMENT OF VALIDITY
PART V	REPEAL OF EXISTING RESOLUTIONS
PART VI	EFFECTIVE DATE

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this Resolution.
- B. The City Council has reviewed the proposed stormwater fee for stormwater services and finds the proposed fee to be rationally based and financially prudent.

Part II: DEFINITIONS

The following words and phrases, as used within this Resolution, have the following definitions and meanings:

- A. "City Council" means the governing body of the City of Wilsonville.
- B. "DCD" means director of the Community Development Department.
- C. "Impervious Surface" means any substance or material restricting the passage of water including, but not limited to, roofing materials, concrete, asphalt, compacted gravel, compacted dirt, or excavated slopes.
- D. "Industrial" means all buildings or structures in which a product is manufactured, stored or distributed, or any combination of the above.
- E. "Owner" means the owner or owners of record title or; the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.
- F. "Stormwater" means water that originates during precipitation events, snowmelt or runoff water from overwatering that enters the stormwater system. Stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters.
- G. "Water quality" means a measure of the condition of water relative to the requirements of one or more biotic species and or to any human need or purpose. It is most frequently used by reference to a set of standards against which compliance can be assessed. The most common standards used to assess water quality relate to health of ecosystems, safety of human contact and drinking water.

Part III: ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND
DISBURSEMENT OF FUNDS

ARTICLE I
Administration

Section 1. The City's organization includes a Community Development Department, the Director of which is employed by the City Manager. In addition to such other duties and responsibilities that may be assigned to this person, the Director of

Community Development (DCD) shall be responsible for the administration of the stormwater fee as part of this Resolution, for developing administrative procedures for the calculation and collection of stormwater fees and for developing and administering stormwater management programs and related activities.

ARTICLE II Effective Dates

Section 1. Stormwater rates will be phased in over three years as reflected in **Exhibit A**. First increase shall be effective March 1, 2026. Subsequent increases shall be effective January 1, 2027 and January 1, 2028. An inflationary increase based on the Consumer Price Index, West Region will be applied to the stormwater rates on an annual basis effective January 1, 2029.

ARTICLE III User Fees for Stormwater Service

Section 1. Methodology

For ease of administration and to standardize application, the stormwater fee is based on an equivalent residential unit (ERU). The ERU is based on 2,750 square feet of impervious surface per equivalent residential unit.

Section 2. Implementation of Fees

A stormwater user fee is hereby imposed upon all water, sewer, and stormwater customers residing or operating within Wilsonville.

Section 3. Initial Service

When a water, sewer, or stormwater service is initially provided to any building(s), a stormwater user fee shall be charged monthly.

Section 4. Charge to Users

All water, sewer, and stormwater utility customers and users of properties with impervious surfaces are hereby charged stormwater user fee at the single-family

unit rate (ERU) as provided in **Exhibit A** per 2,750 square feet of impervious surface area. Actual monthly fees will be calculated in accordance with Ordinance No. 433.

- A. For each two thousand seven hundred fifty square feet of impervious surface the said property shall be charged the rate for a single-family unit. The minimum service charge shall be established at the rate of one single family unit.
- B. The stormwater for a mobile home park shall be established at the rate of one single-family per space.
- C. The stormwater fee for a multiple-family building or facility shall be calculated based on the square feet of impervious surface; however, the maximum charge shall be limited to the number of multiple family units on the property multiplied by the charge for a single-family unit.
- D. All charges for stormwater services furnished or rendered by the City of Wilsonville shall be chargeable to the current user of the property where water, sewer, or stormwater services are supplied. In addition, the current property user and property owner shall be personally liable for all charges accrued against the property designated within the application.
- E. The City reserves the right to cut off and disconnect water services to the premises without further notice when charges for water and stormwater services become delinquent, and the expense thereof shall be borne by the user to which such services have been supplied. The City shall provide a minimum of 3 days' notice by a door hanger or by mail prior to water service disconnection.

Section 5. Annual Increase of Fees

Stormwater user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article II, Section 1, of this Resolution.

Section 6. User Fees Within City

The stormwater fees effective March 1, 2026, January 1, 2027, and January 1, 2028 are provided in **Exhibit A**.

Option 2**ARTICLE VI
Disbursement of Funds**

Section 1. All payments received by the City for stormwater services rendered under the provisions of this resolution shall be deposited in the Stormwater Operating Fund.

Section 2. The stormwater fee payments received shall be credited to the accounts established for the operation and maintenance of the stormwater system and all conveyances, and all elements of the NPDES stormwater management program as well as any debt service which may be funded with revenue bonds which are repaid from the stormwater fee. Operations and maintenance costs may include personnel, equipment, materials, system replacements and capital improvement outlay.

**ARTICLE V
Refunds**

Section 1. Refunds of storm water fees may be made upon initiations of the DCD or upon written application filed with the DCD. Refunds shall only be allowed upon a finding by the DCD that there was an actual clerical error in the calculation of the fee.

**ARTICLE VI
General Fund Services**

Section 1. For use of city-owned right-of-way, a franchise fee of four percent (4%) of the gross annual revenue from the stormwater fee for stormwater services will be collected and remitted quarterly to the general fund.

Part IV: STATEMENT OF VALIDITY

- A. The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Part V: REPEAL OF EXISTING RESOLUTIONS

- A. By the adoption of this Resolution, Resolution No. 2353 and Resolution No. 2507 are hereby repealed.

Part VI: EFFECTIVE DATE

- A. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. Stormwater User Fee Schedule

EXHIBIT A

Stormwater User Fee Schedule

	3/1/2026	1/1/2027	1/1/2028
<u>Charge per ERU</u>			
Residential	\$17.65	\$23.40	\$29.15

Multifamily & Non-Residential: is based on the impervious surface area divided by 2750 square feet, then multiplied by the residential rate (ERU)

RESOLUTION NO. 3230**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE STORMWATER USER FEES AND REPEALING RESOLUTION NO. 2507 AND RESOLUTION NO. 2353.**

WHEREAS, the City of Wilsonville Ordinance No. 433 provides the overall City implementing policy and procedures for stormwater management and for imposing a charge (stormwater fee) for stormwater services; and

WHEREAS, the purpose of this resolution is to provide a uniform framework for the imposition of a stormwater fee for stormwater services including, but not limited to, administrative review procedures and stormwater quality management. The stormwater fee is adopted to ensure that any person whose property generates stormwater runoff from impervious surfaces pay a stormwater fee for stormwater service in proportion to the amount of impervious surface area on their property; and

WHEREAS, the City of Wilsonville provides stormwater services including, but not limited to management and implementation of the City National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit and erosion control and sediment prevention program; maintenance, operation, and capital improvement of stormwater treatment and collection systems that serve public roadways and facilities; restoration of stream channels and wetlands to improve water quality and channel stability; street sweeping; and projects to address localized flooding, which benefit all utility customers residing and operating within the Wilsonville service district, and as a result are assessed and responsible for payment of the stormwater fee; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require stormwater charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, in 2024 the City of Wilsonville adopted a Stormwater Master Plan (Ordinance No. 890), including the list of stormwater system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, the stormwater user fee was last updated by City Council on January 5, 2015 (Resolution No. 2507) and has remained unchanged since January 1, 2021; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a stormwater utility rate study was initiated to determine necessary actions to address the effects of inflation on the stormwater utility fund since the last study completed in 2015 and evaluate revenue requirements to address the operating and capital needs identified in the 2024 Stormwater Master Plan; and

WHEREAS, the 2014 Charbonneau Consolidated Improvement Plan stormwater capital improvement project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the stormwater rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding stormwater user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred stormwater rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a stormwater service charge based on an Equivalent Residential Unit (ERU) of 2,750 square feet of impervious surface; and

WHEREAS, the City duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested stormwater utility customers on December 2, 2025; and

WHEREAS, Resolution No. 2353 applies to stormwater user fees and stormwater system development charges; and

WHEREAS, Resolution No. 2507 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater user fees and collection charges; and

WHEREAS, Resolution No. 3210 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater system development charges; and

WHEREAS, Resolution No. 3230 establishes new stormwater user fees and repeals Resolution No. 2353 and Resolution No. 2507, leaving in place Resolution No. 3210.

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

PART I	DETERMINATION & FINDINGS
PART II	DEFINITIONS
PART III	ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND DISBURSEMENT OF FUNDS
ARTICLE I	ADMINISTRATION
ARTICLE II	EFFECTIVE DATES
ARTICLE III	USER FEES FOR STORMWATER SERVICE
ARTICLE IV	DISBURSEMENT OF FUNDS
ARTICLE V	REFUNDS
ARTICLE VI	GENERAL FUND SERVICES
PART IV	STATEMENT OF VALIDITY
PART V	REPEAL OF EXISTING RESOLUTIONS
PART VI	EFFECTIVE DATE

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this Resolution.
- B. The City Council has reviewed the proposed stormwater fee for stormwater services and finds the proposed fee to be rationally based and financially prudent.

Part II: DEFINITIONS

The following words and phrases, as used within this Resolution, have the following definitions and meanings:

- A. "City Council" means the governing body of the City of Wilsonville.
- B. "DCD" means director of the Community Development Department.
- C. "Impervious Surface" means any substance or material restricting the passage of water including, but not limited to, roofing materials, concrete, asphalt, compacted gravel, compacted dirt, or excavated slopes.
- D. "Industrial" means all buildings or structures in which a product is manufactured, stored or distributed, or any combination of the above.
- E. "Owner" means the owner or owners of record title or; the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.
- F. "Stormwater" means water that originates during precipitation events, snowmelt or runoff water from overwatering that enters the stormwater system. Stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters.
- G. "Water quality" means a measure of the condition of water relative to the requirements of one or more biotic species and or to any human need or purpose. It is most frequently used by reference to a set of standards against which compliance can be assessed. The most common standards used to assess water quality relate to health of ecosystems, safety of human contact and drinking water.

Part III: ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND
DISBURSEMENT OF FUNDS

ARTICLE I
Administration

Section 1. The City's organization includes a Community Development Department, the Director of which is employed by the City Manager. In addition to such other duties and responsibilities that may be assigned to this person, the Director of

Community Development (DCD) shall be responsible for the administration of the stormwater fee as part of this Resolution, for developing administrative procedures for the calculation and collection of stormwater fees and for developing and administering stormwater management programs and related activities.

ARTICLE II
Effective Dates

Section 1. Stormwater rates will be phased in over five years as reflected in **Exhibit A**. First increase shall be effective March 1, 2026. Subsequent increases shall be effective January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030. An inflationary increase based on the Consumer Price Index, West Region will be applied to the stormwater rates on an annual basis effective January 1, 2031.

ARTICLE III
User Fees for Stormwater Service

Section 1. Methodology

For ease of administration and to standardize application, the stormwater fee is based on an equivalent residential unit (ERU). The ERU is based on 2,750 square feet of impervious surface per equivalent residential unit.

Section 2. Implementation of Fees

A stormwater user fee is hereby imposed upon all water, sewer, and stormwater customers residing or operating within Wilsonville.

Section 3. Initial Service

When a water, sewer, or stormwater service is initially provided to any building(s), a stormwater user fee shall be charged monthly.

Section 4. Charge to Users

All water, sewer, and stormwater utility customers and users of properties with impervious surfaces are hereby charged stormwater user fee at the single-family

unit rate (ERU) as provided in **Exhibit A** per 2,750 square feet of impervious surface area. Actual monthly fees will be calculated in accordance with Ordinance No. 433.

- A. For each two thousand seven hundred fifty square feet of impervious surface the said property shall be charged the rate for a single-family unit. The minimum service charge shall be established at the rate of one single family unit.
- B. The stormwater for a mobile home park shall be established at the rate of one single-family per space.
- C. The stormwater fee for a multiple-family building or facility shall be calculated based on the square feet of impervious surface; however, the maximum charge shall be limited to the number of multiple family units on the property multiplied by the charge for a single-family unit.
- D. All charges for stormwater services furnished or rendered by the City of Wilsonville shall be chargeable to the current user of the property where water, sewer, or stormwater services are supplied. In addition, the current property user and property owner shall be personally liable for all charges accrued against the property designated within the application.
- E. The City reserves the right to cut off and disconnect water services to the premises without further notice when charges for water and stormwater services become delinquent, and the expense thereof shall be borne by the user to which such services have been supplied. The City shall provide a minimum of 3 days' notice by a door hanger or by mail prior to water service disconnection.

Section 5. Annual Increase of Fees

Stormwater user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article II, Section 1, of this Resolution.

Section 6. User Fees Within City

The stormwater fees effective March 1, 2026, January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030 are provided in **Exhibit A**.

ARTICLE VI
Disbursement of Funds

Section 1. All payments received by the City for stormwater services rendered under the provisions of this resolution shall be deposited in the Stormwater Operating Fund.

Section 2. The stormwater fee payments received shall be credited to the accounts established for the operation and maintenance of the stormwater system and all conveyances, and all elements of the NPDES stormwater management program as well as any debt service which may be funded with revenue bonds which are repaid from the stormwater fee. Operations and maintenance costs may include personnel, equipment, materials, system replacements and capital improvement outlay.

ARTICLE V
Refunds

Section 1. Refunds of storm water fees may be made upon initiations of the DCD or upon written application filed with the DCD. Refunds shall only be allowed upon a finding by the DCD that there was an actual clerical error in the calculation of the fee.

ARTICLE VI
General Fund Services

Section 1. For use of city-owned right-of-way, a franchise fee of four percent (4%) of the gross annual revenue from the stormwater fee for stormwater services will be collected and remitted quarterly to the general fund.

Part IV: STATEMENT OF VALIDITY

- A. The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Part V: REPEAL OF EXISTING RESOLUTIONS

- A. By the adoption of this Resolution, Resolution No. 2353 and Resolution No. 2507 are hereby repealed.

Part VI: EFFECTIVE DATE

- A. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. Stormwater User Fee Schedule

EXHIBIT A

Stormwater User Fee Schedule

	3/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
<u>Charge per ERU</u>					
Residential	\$16.05	\$20.20	\$24.35	\$28.50	\$32.65

Multifamily & Non-Residential: is based on the impervious surface area divided by 2750 square feet, then multiplied by the residential rate (ERU)

RESOLUTION NO. 3230**A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE STORMWATER USER FEES AND REPEALING RESOLUTION NO. 2507 AND RESOLUTION NO. 2353.**

WHEREAS, the City of Wilsonville Ordinance No. 433 provides the overall City implementing policy and procedures for stormwater management and for imposing a charge (stormwater fee) for stormwater services; and

WHEREAS, the purpose of this resolution is to provide a uniform framework for the imposition of a stormwater fee for stormwater services including, but not limited to, administrative review procedures and stormwater quality management. The stormwater fee is adopted to ensure that any person whose property generates stormwater runoff from impervious surfaces pay a stormwater fee for stormwater service in proportion to the amount of impervious surface area on their property; and

WHEREAS, the City of Wilsonville provides stormwater services including, but not limited to management and implementation of the City National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm System (MS4) permit and erosion control and sediment prevention program; maintenance, operation, and capital improvement of stormwater treatment and collection systems that serve public roadways and facilities; restoration of stream channels and wetlands to improve water quality and channel stability; street sweeping; and projects to address localized flooding, which benefit all utility customers residing and operating within the Wilsonville service district, and as a result are assessed and responsible for payment of the stormwater fee; and

WHEREAS, the City of Wilsonville Fiscal Management Policies require stormwater charges to be sufficient to finance all operating, capital outlay, debt service expenses, operating contingency and reserve requirements; and

WHEREAS, in 2024 the City of Wilsonville adopted a Stormwater Master Plan (Ordinance No. 890), including the list of stormwater system improvement projects to address the City's need through the 20-year planning horizon; and

WHEREAS, the stormwater user fee was last updated by City Council on January 5, 2015 (Resolution No. 2507) and has remained unchanged since January 1, 2021; and

WHEREAS, the City of Wilsonville has experienced significant construction cost inflation between 2021 and 2023, an estimated 53.8% increase nationwide as reported by the Federal Highway Administration; and

WHEREAS, a stormwater utility rate study was initiated to determine necessary actions to address the effects of inflation on the stormwater utility fund since the last study completed in 2015 and evaluate revenue requirements to address the operating and capital needs identified in the 2024 Stormwater Master Plan; and

WHEREAS, the 2014 Charbonneau Consolidated Improvement Plan stormwater capital improvement project list was reviewed in detail and costs updated to present day estimates by the Community Development staff in preparation for the stormwater rate study; and

WHEREAS, the City of Wilsonville has hired Financial Consulting Solutions Group, Inc. (FCS Group), an expert consultant in the field of utility rate setting, who has completed a fund analysis that provides an equitable system of user charges; and

WHEREAS, work sessions with the City Council regarding stormwater user fees were held on April 21, 2025 and November 3, 2025, resulting in a preferred stormwater rate structure and implementation schedule; and

WHEREAS, the rate structure reflects a stormwater service charge based on an Equivalent Residential Unit (ERU) of 2,750 square feet of impervious surface; and

WHEREAS, the City duly issued a public notice of the proposed rate increase and mailed notices to Wilsonville residents and businesses on November 17, 2025, including several articles pertaining to the pending increase in the Boones Ferry Messenger as recently as December 2025 and held a public open house with interested stormwater utility customers on December 2, 2025; and

WHEREAS, Resolution No. 2353 applies to stormwater user fees and stormwater system development charges; and

WHEREAS, Resolution No. 2507 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater user fees and collection charges; and

WHEREAS, Resolution No. 3210 amended the applicable provision of Resolution No. 2353 as they apply to the stormwater system development charges; and

WHEREAS, Resolution No. 3230 establishes new stormwater user fees and repeals Resolution No. 2353 and Resolution No. 2507, leaving in place Resolution No. 3210.

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

PART I	DETERMINATION & FINDINGS
PART II	DEFINITIONS
PART III	ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND DISBURSEMENT OF FUNDS
ARTICLE I	ADMINISTRATION
ARTICLE II	EFFECTIVE DATES
ARTICLE III	USER FEES FOR STORMWATER SERVICE
ARTICLE IV	DISBURSEMENT OF FUNDS
ARTICLE V	REFUNDS
ARTICLE VI	GENERAL FUND SERVICES
PART IV	STATEMENT OF VALIDITY
PART V	REPEAL OF EXISTING RESOLUTIONS
PART VI	EFFECTIVE DATE

Part I: DETERMINATION AND FINDINGS

- A. The City Council adopts above recitals as findings and incorporates them by reference in support of this Resolution.
- B. The City Council has reviewed the proposed stormwater fee for stormwater services and finds the proposed fee to be rationally based and financially prudent.

Part II: DEFINITIONS

The following words and phrases, as used within this Resolution, have the following definitions and meanings:

- A. "City Council" means the governing body of the City of Wilsonville.
- B. "DCD" means director of the Community Development Department.
- C. "Impervious Surface" means any substance or material restricting the passage of water including, but not limited to, roofing materials, concrete, asphalt, compacted gravel, compacted dirt, or excavated slopes.
- D. "Industrial" means all buildings or structures in which a product is manufactured, stored or distributed, or any combination of the above.
- E. "Owner" means the owner or owners of record title or; the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.
- F. "Stormwater" means water that originates during precipitation events, snowmelt or runoff water from overwatering that enters the stormwater system. Stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters.
- G. "Water quality" means a measure of the condition of water relative to the requirements of one or more biotic species and or to any human need or purpose. It is most frequently used by reference to a set of standards against which compliance can be assessed. The most common standards used to assess water quality relate to health of ecosystems, safety of human contact and drinking water.

Part III: ESTABLISHES THE STORMWATER FEE FOR STORMWATER SERVICES AND
DISBURSEMENT OF FUNDS

ARTICLE I
Administration

Section 1. The City's organization includes a Community Development Department, the Director of which is employed by the City Manager. In addition to such other duties and responsibilities that may be assigned to this person, the Director of

Community Development (DCD) shall be responsible for the administration of the stormwater fee as part of this Resolution, for developing administrative procedures for the calculation and collection of stormwater fees and for developing and administering stormwater management programs and related activities.

ARTICLE II Effective Dates

Section 1. Stormwater rates will be phased in over five years as reflected in **Exhibit A**. First increase shall be effective March 1, 2026. Subsequent increases shall be effective January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030. An inflationary increase based on the Consumer Price Index, West Region will be applied to the stormwater rates on an annual basis effective January 1, 2031.

ARTICLE III User Fees for Stormwater Service

Section 1. Methodology

For ease of administration and to standardize application, the stormwater fee is based on an equivalent residential unit (ERU). The ERU is based on 2,750 square feet of impervious surface per equivalent residential unit.

Section 2. Implementation of Fees

A stormwater user fee is hereby imposed upon all water, sewer, and stormwater customers residing or operating within Wilsonville.

Section 3. Initial Service

When a water, sewer, or stormwater service is initially provided to any building(s), a stormwater user fee shall be charged monthly.

Section 4. Charge to Users

All water, sewer, and stormwater utility customers and users of properties with impervious surfaces are hereby charged stormwater user fee at the single-family

unit rate (ERU) as provided in **Exhibit A** per 2,750 square feet of impervious surface area. Actual monthly fees will be calculated in accordance with Ordinance No. 433.

- A. For each two thousand seven hundred fifty square feet of impervious surface the said property shall be charged the rate for a single-family unit. The minimum service charge shall be established at the rate of one single family unit.
- B. The stormwater for a mobile home park shall be established at the rate of one single-family per space.
- C. The stormwater fee for a multiple-family building or facility shall be calculated based on the square feet of impervious surface; however, the maximum charge shall be limited to the number of multiple family units on the property multiplied by the charge for a single-family unit.
- D. All charges for stormwater services furnished or rendered by the City of Wilsonville shall be chargeable to the current user of the property where water, sewer, or stormwater services are supplied. In addition, the current property user and property owner shall be personally liable for all charges accrued against the property designated within the application.
- E. The City reserves the right to cut off and disconnect water services to the premises without further notice when charges for water and stormwater services become delinquent, and the expense thereof shall be borne by the user to which such services have been supplied. The City shall provide a minimum of 3 days' notice by a door hanger or by mail prior to water service disconnection.

Section 5. Annual Increase of Fees

Stormwater user fees shall be reviewed annually and increased for inflation based on the Consumer Price Index, West Region according to the schedule provisions of Article II, Section 1, of this Resolution.

Section 6. User Fees Within City

The stormwater fees effective March 1, 2026, January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030 are provided in **Exhibit A**.

Option 4**ARTICLE VI
Disbursement of Funds**

Section 1. All payments received by the City for stormwater services rendered under the provisions of this resolution shall be deposited in the Stormwater Operating Fund.

Section 2. The stormwater fee payments received shall be credited to the accounts established for the operation and maintenance of the stormwater system and all conveyances, and all elements of the NPDES stormwater management program as well as any debt service which may be funded with revenue bonds which are repaid from the stormwater fee. Operations and maintenance costs may include personnel, equipment, materials, system replacements and capital improvement outlay.

**ARTICLE V
Refunds**

Section 1. Refunds of storm water fees may be made upon initiations of the DCD or upon written application filed with the DCD. Refunds shall only be allowed upon a finding by the DCD that there was an actual clerical error in the calculation of the fee.

**ARTICLE VI
General Fund Services**

Section 1. For use of city-owned right-of-way, a franchise fee of four percent (4%) of the gross annual revenue from the stormwater fee for stormwater services will be collected and remitted quarterly to the general fund.

Part IV: STATEMENT OF VALIDITY

- A. The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any part of this Resolution which can be given effect without such invalid part or parts.

Part V: REPEAL OF EXISTING RESOLUTIONS

- A. By the adoption of this Resolution, Resolution No. 2353 and Resolution No. 2507 are hereby repealed.

Part VI: EFFECTIVE DATE

- A. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of February, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBITS:

- A. Stormwater User Fee Schedule

EXHIBIT A

Stormwater User Fee Schedule

	3/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
<u>Charge per ERU</u>					
Residential	\$15.15	\$18.90	\$23.15	\$27.90	\$32.90

Multifamily & Non-Residential: is based on the impervious surface area divided by 2750 square feet, then multiplied by the residential rate (ERU)

QUARTERLY REPORT

Contracts Approved pursuant to WC 2.312(1)(a), (b) and (c) (Third Quarter 2025: July 1, 2025 through September 30, 2025)

A. Contracts with a value of between \$100,000 and \$250,000 (WC 2.312(1)(a))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>CIP #</i>
Peer Support Specialist	The Mental Health Association of Oregon, dba The Peer Company	\$123,800.00	7/17/25	6/30/26	Legal	0

B. Procurement activity that is not a Public Contract with aggregate consideration of up to \$100,000 (WC 2.312(1)(b))

ORS 279A.010(w): “Procurement” means the act of purchasing, leasing, renting or otherwise acquiring goods or services. “Procurement” includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

ORS 279A.010(z): “Public contract” means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. “Public contract” does not include grants.

<i>Project Name/Document Type</i>	<i>Interagency Name</i>	<i>Grant Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>Grant #</i>
None						

C. Change orders or contract amendments with an aggregate value between 15 and 25% of Original Contract Value (WC 2.312(1)(c))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>% of Original Contract Value</i>
2025 Emergency Operations Plan Update	Stantec Consulting Services, Inc.	\$12,500.00	8/23/25	12/31/25	PW	22.67%

QUARTERLY REPORT

Contracts Approved pursuant to WC 2.312(1)(a), (b) and (c) (Fourth Quarter 2025: October 1, 2025, through December 31, 2025)

A. Contracts with a value of between \$100,000 and \$250,000 (WC 2.312(1)(a))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>CIP #</i>
Frog Pond West Neighborhood Park Playground	Buell Recreation LLC	\$186,100.00	9/23/25	8/31/26	P&R	9175
Wilsonville Police Dept. Security Access Upgrade	Absco Solutions	\$119,690.00	10/2/25	12/30/25	IT	8129
Community Center Security Access Upgrade	Absco Solutions	\$104,935.00	10/2/25	12/30/25	IT	8129

B. Procurement activity that is not a Public Contract with aggregate consideration of up to \$100,000 (WC 2.312(1)(b))

ORS 279A.010(w): “Procurement” means the act of purchasing, leasing, renting or otherwise acquiring goods or services. “Procurement” includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

ORS 279A.010(z): “Public contract” means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. “Public contract” does not include grants.

<i>Project Name/Document Type</i>	<i>Interagency Name</i>	<i>Grant Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>Grant #</i>
None						

C. Change orders or contract amendments with an aggregate value between 15 and 25% of Original Contract Value (WC 2.312(1)(c))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>% of Original Contract Value</i>
None						