CITY COUNCIL AGENDA

November 03, 2025 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:
City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon
YouTube: https://youtube.com/c/cityofwilsonvilleor
Zoom: https://us02web.zoom.us/j/81536056468

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:
Register with the City Recorder:
CityRecorder@wilsonvilleoregon.gov
Individuals may submit comments online at: https://www.wilsonvilleoregon.gov/SpeakerCard
via email to the address above, or may mail written comments to:
City Recorder – Wilsonville City Hall
29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

A. City Manager Recruitment Process (*Villagrana*) [30 min]

B. Sewer & Storm Utility Rate Update *(Weigel/Katko)* [30 min]

C. 2026 State Legislative Agenda (*Wild*) [30 min]

D. Public Safety Council Goal Update: Draft Administrative Warrant Code Provisions *(Guile-Hinman/Montalbo)* [20 min]

ADJOURN [7:00 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, November 3, 2025 at City Hall. Legislative matters must have been

filed in the office of the City Recorder by 10:00 a.m. on October 21, 2025. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.
4. Oath of office administered by Judge Fred Weinhouse to newly appointed Councilor Sam Scull.
5. *Break for Refreshments*

MAYOR'S BUSINESS [7:20 PM]

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

COMMUNICATIONS [7:25 PM]

7. Diversity, Equity and Inclusion (DEI) Committee Update *(Mombert / DEI Chair Brashear / DEI Vice Chair Pham)* [15 min]
8. Community Enhancement Project Update - Heart of the City Project Report *(HOC/Mombert)* [15 min]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:55 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 [8:10 PM]

9. Council President Berry
10. Councilor Cunningham
11. Councilor Shevlin
12. Councilor Scull

CONSENT AGENDA [8:30 PM]

13. **Resolution No. 3215**

    A Resolution Of The City Of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Memorial Park Playground Replacement Project. (*Ammerman*)

14. Minutes of the October 20, 2025 City Council Meeting. *(City Recorder)*

NEW BUSINESS [8:35 PM]

15. 2026 Legislative Agenda Adoption and DC Lobby Trip Recap (*Wild*)

CONTINUING BUSINESS [8:50 PM]

PUBLIC HEARING [8:50 PM]

16. **Resolution No. 3218**

    A Resolution Of The City Of Wilsonville Adopting The Climate Action Plan. *(Rappold)*

CITY MANAGER'S BUSINESS [9:05 PM]

LEGAL BUSINESS [9:10 PM]

ADJOURN [9:15 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

Native American Heritage Month Proclamation

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting Kimberly Veliz, City Recorder at 503-570-1506 or : assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication. Habrá intérpretes disponibles para aquéllas personas que no hablan Inglés, previo acuerdo. Comuníquese al 503-570-1506

CITY MANAGER RECRUITMENT PROCESS

PLACEHOLDER

Supplemental materials will be added once available.

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: November 3, 2025	**Subject:** Sewer & Storm Utility Rate Update **Staff Member:** Zach Weigel, P.E., City Engineer and Keith Katko, Finance Director **Department:** Community Development & Finance
Action Required	**Advisory Board/Commission Recommendation**
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: N/A	
Recommended Language for Motion: N/A	
Project / Issue Relates To:	

☐Council Goals/Priorities:	☒Adopted Master Plan(s): 2015 Wastewater Collection System Master Plan, 2023 Wastewater Treatment Plant Master Plan, 2024 Stormwater Master Plan	☐Not Applicable

ISSUE BEFORE COUNCIL:
Staff will brief City Council on an update to the sewer and storm utility rates and seek feedback on utility rate design and implementation schedule scenarios.

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 rates 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.

In 2015, the storm utility rate was adjusted by Resolution No. 2507 to incorporate the storm pipe replacement needs identified in the 2014 Charbonneau Consolidated Improvement Plan. The adopted resolution included a rate increase schedule as follows:

Storm Utility Rate Increase

Date	Increase per EDU	New Rate	Percent Increase
2014	N/A	$5.25	N/A
2015	$1.70	$6.95	32%
2016	$1.70	$8.65	24%
2017	$0.65	$9.30	8.0%
2018	$0.65	$9.95	7.0%
2019	$0.65	$10.60	6.5%
2020	$0.65	$11.25	6.0%
2021	$0.65	$11.90	5.5%

On January 18, 2024, City Council adopted the 2023 Wastewater Treatment Plant Master Plan (Ordinance No. 888). Also, the 2024 Stormwater Master Plan was adopted by City Council on April 1, 2024 (Ordinance No. 890). Adoption of both Master Plan documents included new Capital Improvement Project (CIP) lists, which consist of utility 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 sewer and storm 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 and storm utility funds.

Beginning in July 2024, the City entered into a Professional Services Agreement with FCS Group to perform a sewer and storm rate fee study that will result in a recommended update to the sewer and storm utility rate. On April 21, 2025, City Council received a briefing from the project team regarding the sewer and storm utility fund revenue requirements, identifying a draft schedule of annual rate increases necessary to fund the City's sewer and storm utilities. Based

on feedback provided by City Council, FCS Group has completed a Cost-of-Service Analysis and Rate Design for City Council consideration.

Storm Utility Rate Proposed Implementation
The storm utility fee cost-of-service analysis and rate design did not result in changes and the project team recommends an across the board rate increase as follows:

Year	2025	2026	2027	2028	2029	2030
Proposed Rate Increase		35.5%	35.5%	35.5%	5.0%	5.0%

As part of storm utility rate adjustment, 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 has 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.

Sewer Utility Rate Proposed Implementation
As part of the sewer utility fee cost-of-service analysis and rate design work, the project team identified three implementation scenarios for consideration by City Council

Scenario 1 (ATB) – Across-the-Board Sewer Rate Implementation
This scenario keeps the existing rate structure currently in place and applies an across-the-board increase to each customer category, consisting of residential, non-residential, and high-strength customers, as follows:

Year	2025	2026	2027	2028	2029	2030
Proposed Rate Increase		27.5%	27.5%	27.5%	27.5%	3.5%

Scenario 2 (COSA) – Cost of Service Analysis (COSA) Phase-In Sewer Rate Implementation
As part of the sewer cost of service analysis, FCS Group found that for the residential customer class, the revenue collected exceeded the cost of providing service. Conversely, FCS Group found that for the non-residential and high-strength customer classes, the cost to provide service exceeded the revenue collected. Based on current sewer data, residential customers appear to be slightly overpaying for sewer service, whereas non-residential customers are slightly underpaying.

This scenario rebalances the cost of service across the customer classes over a four-year period, such that the revenue collected closely matches the cost to provide service for each customer class, resulting in the implementation schedule as follows:

Year	2025	2026	2027	2028	2029	2030
Rate Increase (Residential)		25.44%	25.34%	25.24%	25.14%	3.5%
Rate Increase (Non-Residential)		32.00%	32.00%	32.00%	32.00%	3.5%
Rate Increase (High-Strength)		32.00%	32.00%	32.00%	32.00%	3.5%

Under Scenario 2, the sewer rate increase for residential customers is about 2% less than the across-the-board rate increase of Scenario 1, whereas non-residential and high-strength customers receive an additional 4.5% increase for the first four years of implementation.

Scenario 3 (COSA No Allowance) – COSA Phase-In w/o Allowance Sewer Rate Implementation
Under the current sewer utility fee rate structure, the first 2 CCF of water usage (100 cubic feet or 748 gallons) is included as part of the fixed charge portion of the sewer utility bill. The volume portion of the sewer utility bill only applies for water usage that exceeds 2 CCF. The City has received requests from community members in the past to remove the 2 CCF charge from the fixed amount and base the volume charge on all water usage.

Under this scenario, the rate increases by customer class includes the same phase-in rates as Scenario 2. The difference is how the rate increase is applied to the fixed charge and the volume charge. For example, the Scenario 2 and Scenario 3 rate increases for the residential customer class is provided below.

Year	2025	2026	2027	2028	2029	2030
Scenario 2 Fixed Charge Rate*	$19.84	$24.89	$31.19	$39.07	$48.89	$50.61
Scenario 3 Fixed Charge Rate	$19.84	$30.10	$37.73	$47.25	$59.13	$61.21
Scenario 2 Volume Charge Rate**	$8.85	$11.10	$13.92	$17.43	$21.81	$22.58
Scenario 3 Volume Charge Rate	$8.85	$7.69	$9.64	$12.07	$15.10	$15.64

**Includes 2 CCF in the fixed charge rate.*
*** Applies to volume over 2 CCF within a billing cycle.*

Under this scenario, removing the 2 CCF from the fixed charge results in a higher cost for a low water user. Comparing a residential customer that uses 1 CCF, the charge under Scenario 2 would be $24.89 as compared to $37.79 under Scenario 3. Scenario 3 cost benefits are only realized for high volume water users.

Prior to bringing the final rate and implementation schedule for adoption, currently scheduled for December 15, 2025, the project team is seeking feedback from City Council regarding the following items:

1. Preference for sewer utility rate implementation scenario.
2. Adoption of an annual inflation adjustment to utility rates.
3. Elimination of the storm utility rate exemption.
4. Any additional feedback on the proposed utility rates and implementation schedule.

EXPECTED RESULTS:
Staff seek input from Council prior to bringing forward a final recommended sewer and storm utility rate and implementation schedule.

TIMELINE:
Public engagement for the sewer and storm utility rate and implementation schedule will occur in November and early December. Final utility rate adoption is scheduled for December 15, 2025. If adopted by City Council, the updated sewer and stormwater utility rate and implementation schedule will go into effect on January 1, 2026.

CURRENT YEAR BUDGET IMPACTS:
The consultant work is included in the Fiscal Year (FY) 2205-26 Capital Improvement Program (CIP) budget.

COMMUNITY INVOLVEMENT PROCESS:
Prior to adoption of the final utility rate and implementation schedule, the project team will be holding a virtual open house with interested community members and businesses and coordination with the top ten industrial users for their input into the fee analysis. As part of the utility fee increase adoption, articles will be printed in the Boones Ferry Messenger, flyers included in the monthly bills, and information provided on the City's website.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The updated sewer and storm utility fee will provide the funding necessary to maintain existing utility assets and meet regulatory requirements, helping to maintain a financially sound sewer and storm utility program.

ALTERNATIVES:
N/A

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Wilsonville Sewer and Stormwater Cost of Service and Rate Review Slide Deck

Wilsonville Storm & Sewer Cost of Service and Rate Design

November 3, 2025

FCS
a Bowman company

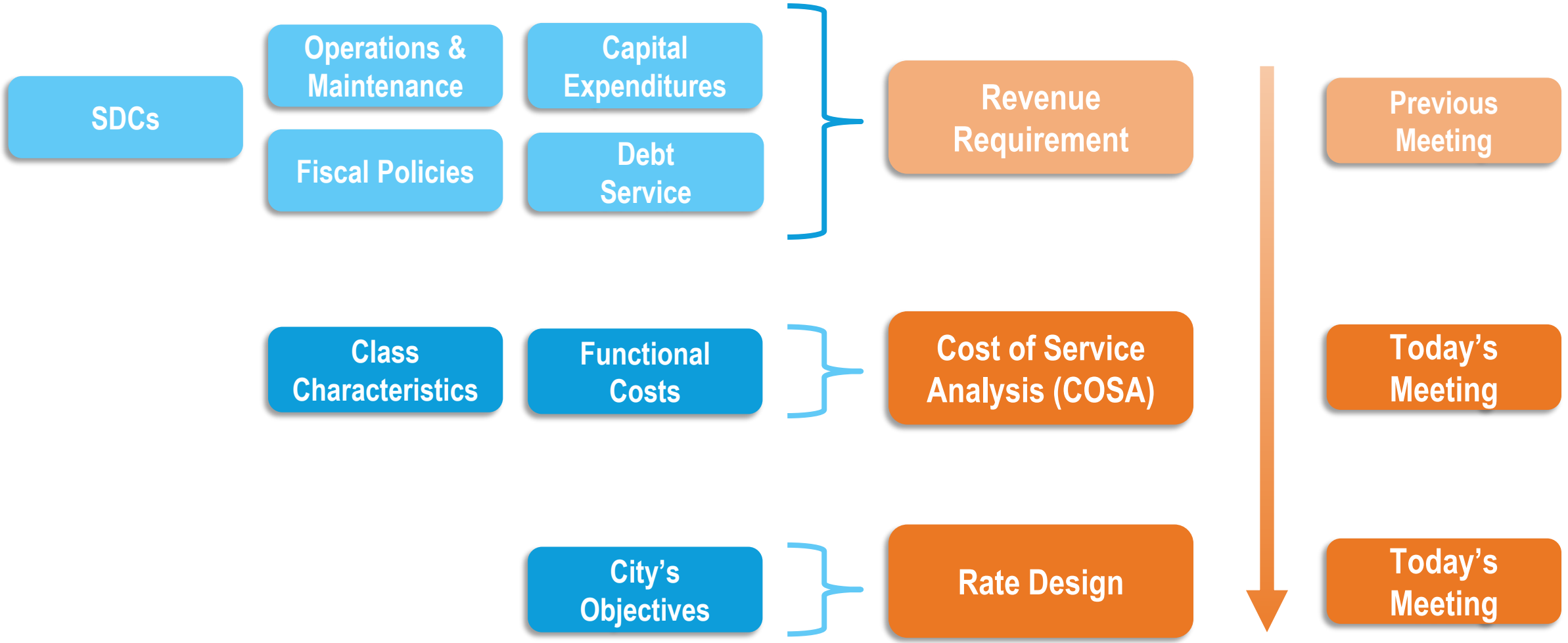


Agenda

- **Cost of Service:** Total amount of rate revenue needed from a customer class to pay for the cost to serve that class.
- The results will be integrated with the revenue requirement analysis to ensure the utility is properly funded.
- The focus is on sewer (no changes to stormwater).

- Revenue requirement review
- Methodology
- Cost-of-service results
- Rate design and sample bills
- Feedback / tweaks welcome

Rate Study Overview





Stormwater Utility

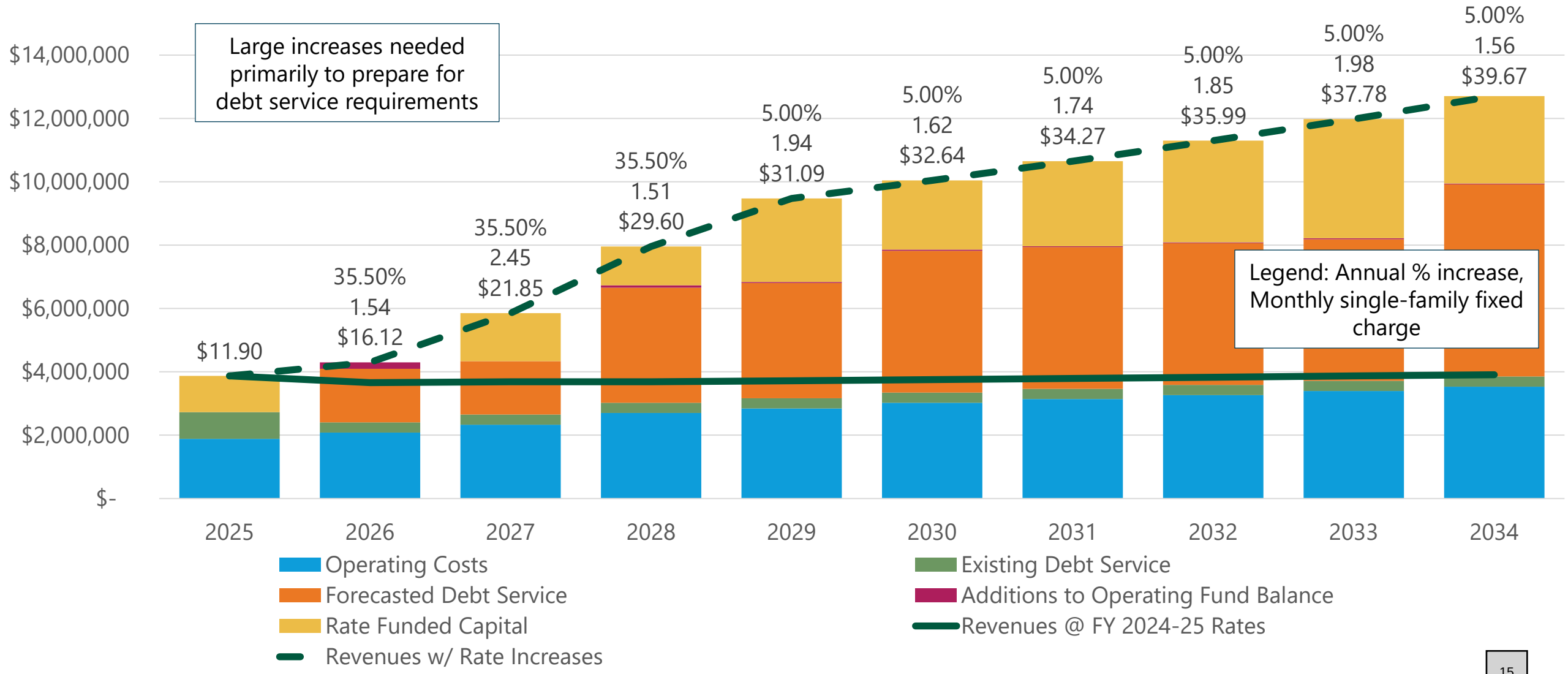
Existing Storm Utility Rates

Storm Water Fee:
Supports complying with state and federal environmental protection laws

	1/1/2022	1/1/2023	1/1/2024
Residential	11.90	11.90	11.90

Multifamily & Non-Residential: is based on the the impervious surface area ÷ 2750 sqft and then multiplied by the residential rate.

Stormwater Revenue Requirement



Across-the-Board Stormwater Rates

	2025	2026	2027	2028	2029	2030
Rate Increases		**35.50%**	**35.50%**	**35.50%**	**5.00%**	**5.00%**
Fixed charge by Class						
Single Family Residential	$11.90	$16.12	$21.85	$29.60	$31.09	$32.64
Non-Residential/Multi-Family						
Base Rate per ERU*	$11.90	$16.12	$21.85	$29.60	$31.09	$32.64
8,250 ISF** example	$35.70	$48.37	$65.55	$88.81	$93.26	$97.92

**Assumes an equivalent residential unit (ERU) of 2,750 impervious square feet*

***ISF = impervious square feet*

Sewer Utility

Existing Sewer Utility Rates

Sewer Base Fees (includes the first 2 units)

Water Meter Size	1/1/2022	1/1/2023	1/1/2024
Residential/Multifamily	19.84	19.84	19.84
Non-Residential:			
5x8" or 3/4"	31.94	31.94	31.94
1"	50.08	50.08	50.08
1 1/2"	80.33	80.33	80.33
2"	116.60	116.60	116.60
3"	201.25	201.25	201.25
4"	322.21	322.21	322.21
6"	624.53	624.53	624.53
8"	987.34	987.34	987.34
10"	1761.37	1761.37	1761.37

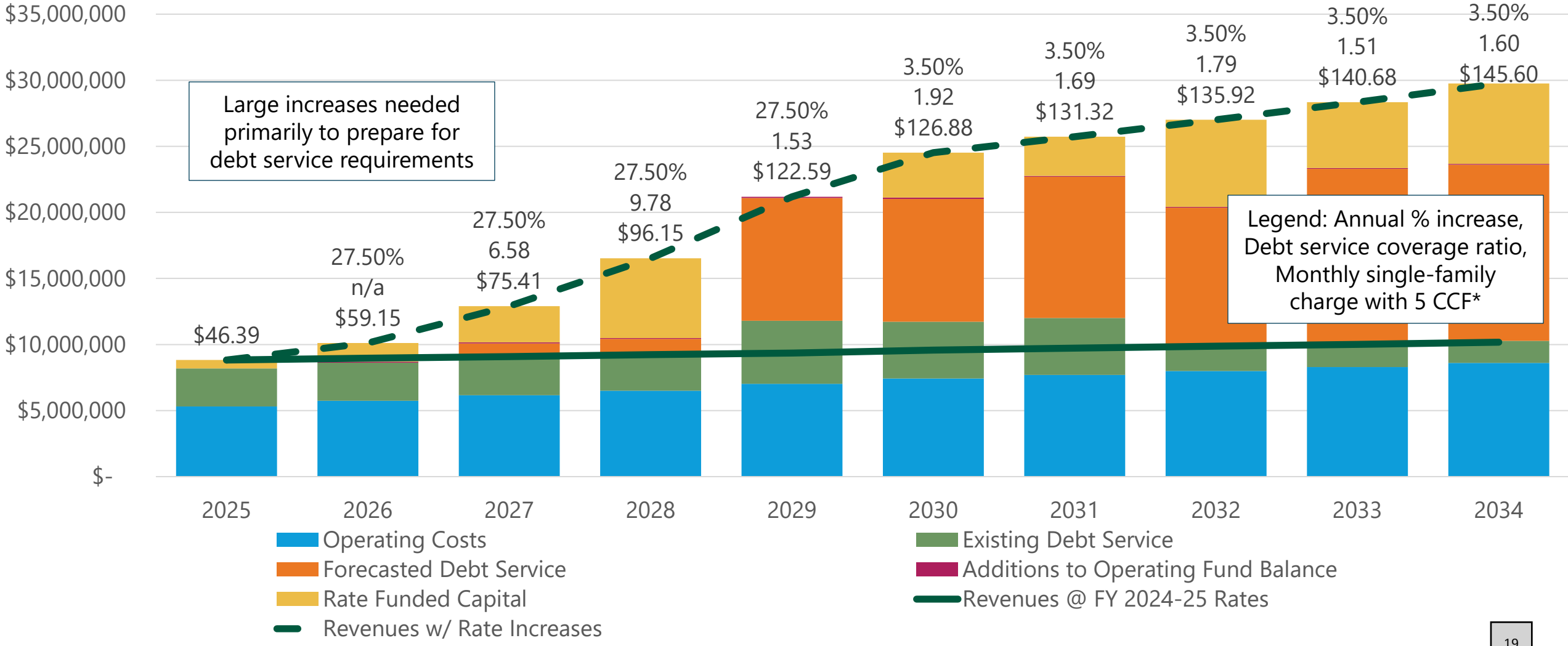
Additional Sewer Units

	1/1/2022	1/1/2023	1/1/2024
Additional units	8.85	8.85	8.85

Residential sewer charges are based on the winter average. The winter average is based on the water consumption between November through March. This most accurately reflects indoor water use. New customers are based on the system wide residential average. Averages are re-calculated each April.

Multifamily and Non-Residential is based on monthly water use as irrigation is separately metered.

Sewer Revenue Requirement



*CCF = 100 cubic feet



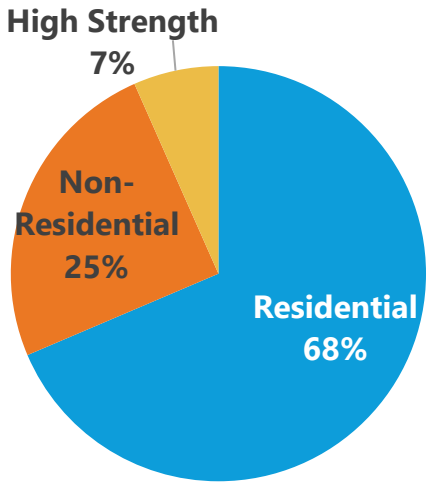
Sewer Utility Cost of Service

How Will Costs Be Equitably Distributed?

Revenue requirement: How big is the pie?

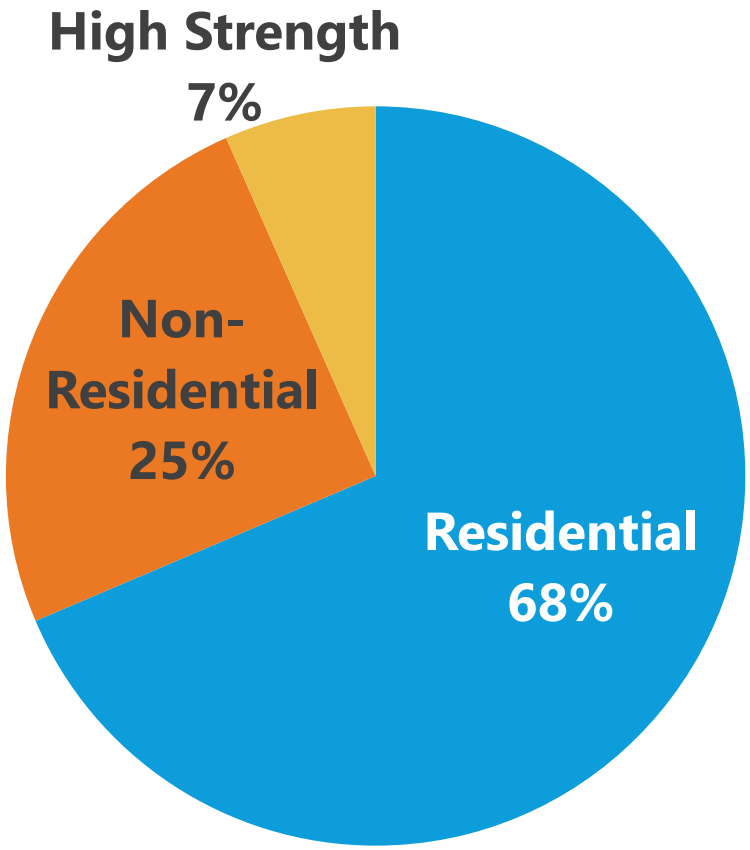
Cost of service: How should the pie be sliced?

Existing Revenue Collection

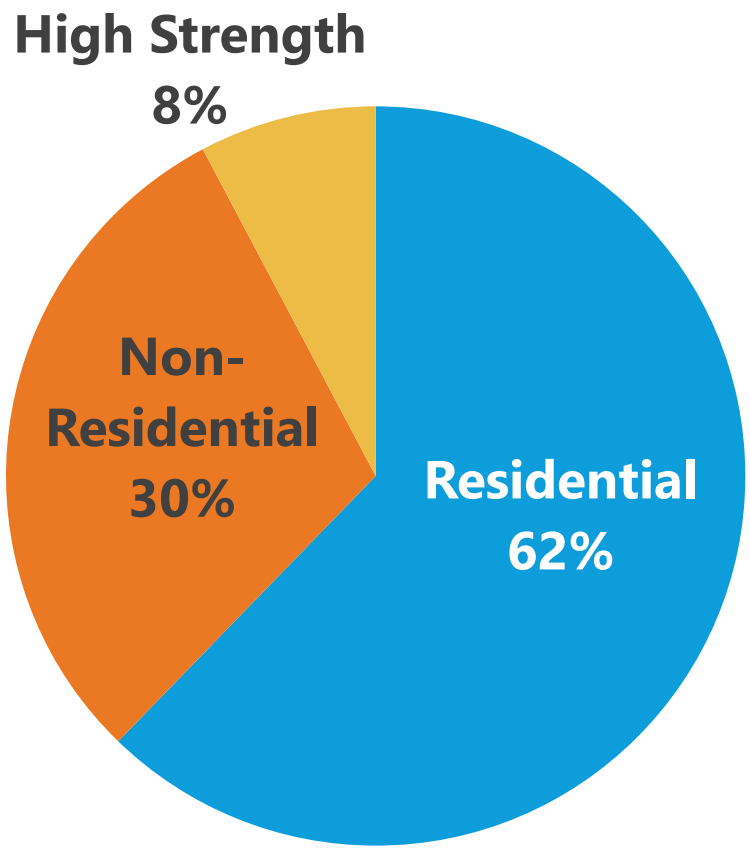


Cost-of-Service Shifts

Existing Revenue Collection

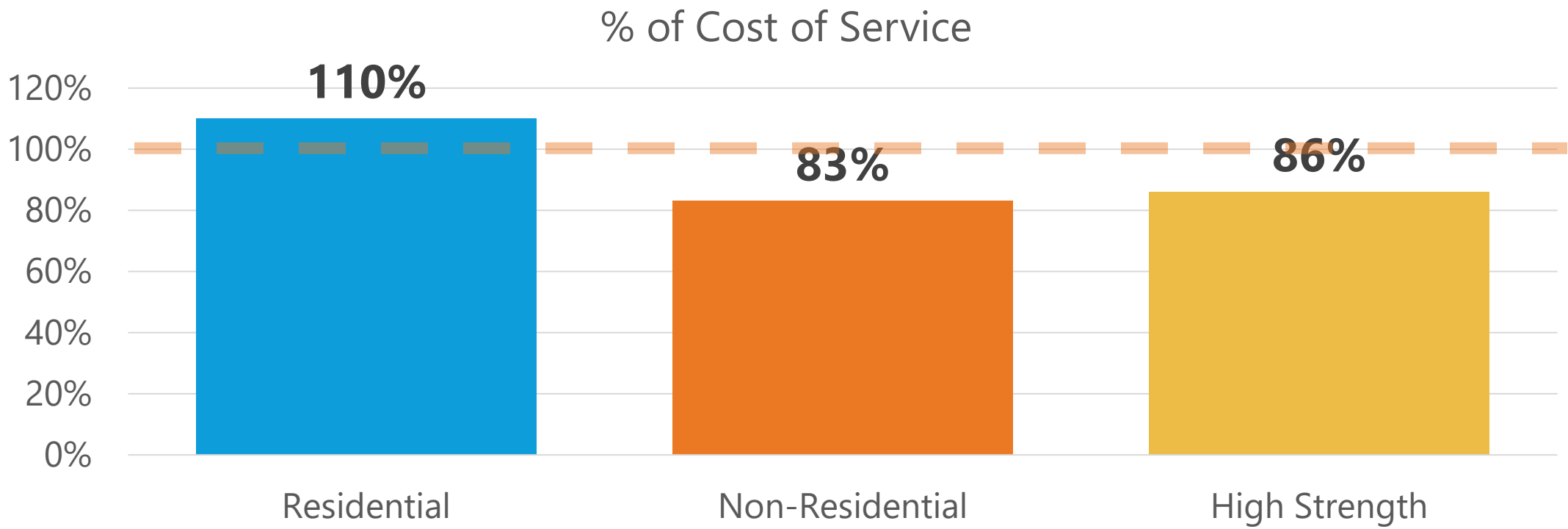


Cost of Service



COSA Results (FY 2025-26)

- Typical results fall within +/- 5% of the cost-of-service
- COSA indicates a need for a non-residential and high strength rate increase



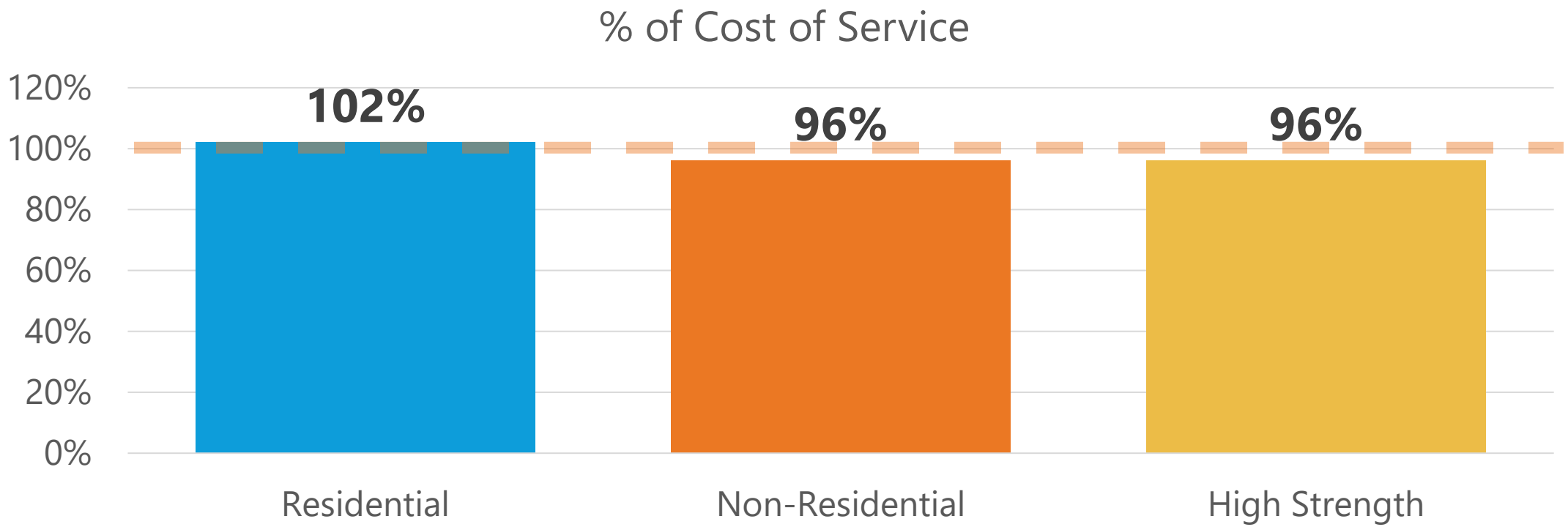
Phase-in Schedule

	2026	2027	2028	2029	2030
Overall Revenue Increase	**27.50%**	**27.50%**	**27.50%**	**27.50%**	**3.50%**
Residential	25.44%	25.34%	25.24%	25.14%	3.50%
Non-Residential	32.00%	32.00%	32.00%	32.00%	3.50%
High Strength	32.00%	32.00%	32.00%	32.00%	3.50%

- Residential increases are less than the overall revenue increase because they are currently overpaying
- Non-residential and High Strength increases are higher than the average because they are currently underpaying

COSA Results (FY 2029-30)

- Typical results fall within +/- 5% of the cost-of-service
- COSA indicates a need for a non-residential and high strength rate increase



Rate Design

Three Scenarios

- Rates assumed to go into effect on January 1 of each fiscal year
- **Scenario 1 (ATB):** Across-the-board rate increases
  - Maintains the existing rate structure
- **Scenario 2 (COSA):** Use the COSA phase-in to set rate increases by class
  - Improves class equity over five years
- **Scenario 3 (COSA No Allowance):** As Scenario 2, but without the 2 CCF allowance
  - Improves class equity over five years
  - Increases revenue stability by raising the fixed charge

Scenario 1: Across-the-Board Sewer Rates

	2025	2026	2027	2028	2029	2030
Overall Revenue Increase		**27.50%**	**27.50%**	**27.50%**	**27.50%**	**3.50%**
Fixed charge by Class						
Single Family Residential/Multifamily	$19.84	$25.30	$32.25	$41.12	$52.43	$54.27
Non-Residential						
5/8" or 3/4"	$31.94	$40.72	$51.92	$66.20	$84.41	$87.36
1"	$50.08	$63.85	$81.41	$103.80	$132.34	$136.98
1 1/2"	$80.33	$102.42	$130.59	$166.50	$212.28	$219.71
2"	$116.60	$148.67	$189.55	$241.67	$308.13	$318.92
3"	$201.25	$256.59	$327.16	$417.13	$531.83	$550.45
4"	$322.21	$410.82	$523.79	$667.84	$851.49	$881.29
6"	$624.53	$796.28	$1,015.25	$1,294.45	$1,650.42	$1,708.18
8"	$987.32	$1,258.83	$1,605.01	$2,046.39	$2,609.15	$2,700.47
10"	$1,761.37	$2,245.75	$2,863.33	$3,650.74	$4,654.70	$4,817.61
Volume Charge: per CCF of water (>2 CCF)						
Additional units	$8.85	$11.28	$14.39	$18.34	$23.39	$22.58

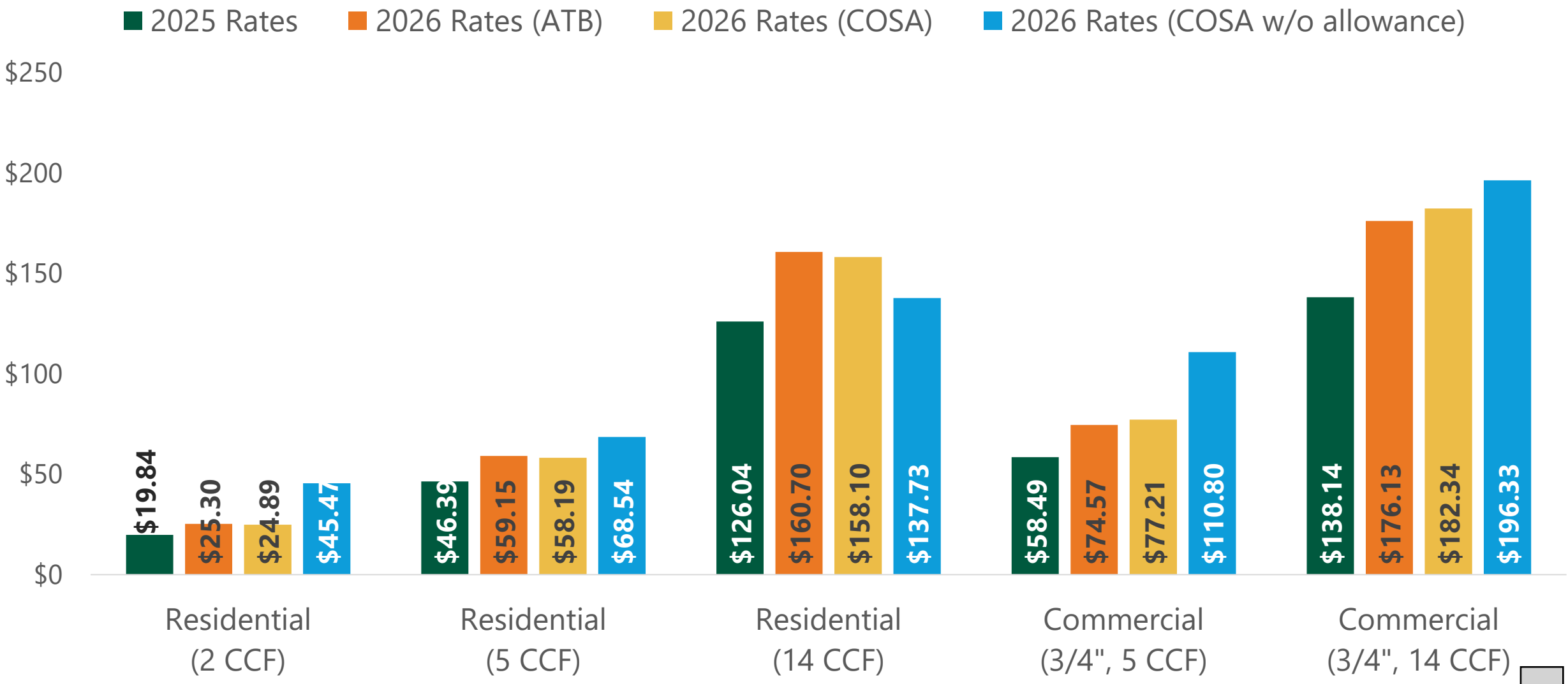
Scenario 2: COSA Phase-in

	2025	2026	2027	2028	2029	2030
Residential Revenue Increase **Non-Residential Revenue Increase**		**25.44%** **32.00%**	**25.34%** **32.00%**	**25.24%** **32.00%**	**25.14%** **32.00%**	**3.50%** **3.50%**
Fixed charge by Class						
Single Family Residential/Multifamily	$19.84	$24.89	$31.19	$39.07	$48.89	$50.61
Non-Residential						
5/8" or 3/4"	$31.94	$42.16	$55.65	$73.46	$96.97	$100.36
1"	$50.08	$66.11	$87.26	$115.18	$152.04	$157.36
1 1/2"	$80.33	$106.04	$139.97	$184.76	$243.88	$252.41
2"	$116.60	$153.91	$203.16	$268.18	$353.99	$366.38
3"	$201.25	$265.65	$350.66	$462.87	$610.99	$632.37
4"	$322.21	$425.32	$561.42	$741.07	$978.22	$1,012.45
6"	$624.53	$824.38	$1,088.18	$1,436.40	$1,896.05	$1,962.41
8"	$987.32	$1,303.26	$1,720.31	$2,270.80	$2,997.46	$3,102.37
10"	$1,761.37	$2,325.01	$3,069.01	$4,051.09	$5,347.44	$5,534.61
Volume Charge: per CCF of water (>2 CCF)						
Residential (additional units)	$8.85	$11.10	$13.92	$17.43	$21.81	$22.58
Non-Residential (additional units)	$8.85	$11.68	$15.42	$20.35	$26.87	$27.81

Scenario 3: COSA Phase-in (No Allowance)

	2025	2026	2027	2028	2029	2030
Residential Revenue Increase **Non-Residential Revenue Increase**		**25.44%** **32.00%**	**25.34%** **32.00%**	**25.24%** **32.00%**	**25.14%** **32.00%**	**3.50%** **3.50%**
Fixed charge by Class						
Single Family Residential/Multifamily	$19.84	$30.10	$37.73	$47.25	$59.13	$61.21
Non-Residential						
5/8" or 3/4"	$31.94	$63.29	$83.54	$110.27	$145.56	$150.66
1"	$50.08	$99.23	$130.99	$172.90	$228.23	$236.22
1 1/2"	$80.33	$159.17	$210.11	$277.34	$366.09	$378.91
2"	$116.60	$231.04	$304.97	$402.57	$531.39	$549.99
3"	$201.25	$398.77	$526.38	$694.82	$917.17	$949.27
4"	$322.21	$638.45	$842.76	$1,112.44	$1,468.43	$1,519.82
6"	$624.53	$1,237.50	$1,633.50	$2,156.22	$2,846.21	$2,945.82
8"	$987.32	$1,956.36	$2,582.40	$3,408.76	$4,499.57	$4,657.05
10"	$1,761.37	$3,490.13	$4,606.97	$6,081.20	$8,027.19	$8,308.14
Volume Charge: per CCF of water						
Residential (additional units)	$8.85	$7.69	$9.64	$12.07	$15.10	$15.64
Non-Residential (additional units)	$8.85	$9.50	$12.54	$16.56	$21.86	$22.62

Sample Monthly Bills by Usage and Customer



ATB = across-the-board, COSA = cost-of-service analysis

Sample Monthly Bills by Usage and Customer

Customer	2025 Rates	2026 Rates (ATB)	2026 Rates (COSA)	2026 Rates (COSA w/o allowance)
Residential (2 CCF)	$19.84	$25.30	$24.89	$45.47
Residential (5 CCF)	$46.39	$59.15	$58.19	$68.54
Residential (14 CCF)	$126.04	$160.70	$158.10	$137.73
Commercial (3/4", 5 CCF)	$58.49	$74.57	$77.21	$110.80
Commercial (3/4", 14 CCF)	$138.14	$176.13	$182.34	$196.33

High Strength Sample Bill

Charge	Amount	Units	2025 Rates	2026 Rates (ATB)	2026 Rates (COSA)
Flow Charge	2,173	CCF	$19,231	$24,520	$25,385
BOD Charge	3,244	lbs.	$3,342	$4,260	$4,411
TSS Charge	679	lbs.	$699	$891	$923
Total			**$23,272**	**$29,671**	**$30,719**

Next Steps

- November - Public Engagement
- December 15, 2025 - Adopt proposed rate increases

Council Feedback

- **Preference for sewer utility rate scenario.**
  - **Scenario 1 – Across-the-Board**
  - **Scenario 2 – Phase-In**
  - **Scenario 3 – No Allowance/Phase-In**
- **Adoption of annual utility rate inflation adjustment.**
- **Elimination of storm utility rate exemptions.**
- **Proposed utility rates and implementation schedule.**

Thank you! Questions?

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CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: November 3, 2025	**Subject:** 2026 State Legislative Agenda **Staff Member:** Everett Wild, Government Affairs Manager **Department:** Administration
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: Staff recommends Council adopt the 2026 State Legislative Agenda.	
Recommended Language for Motion: I move to adopt the 2026 State Legislative Agenda.	
Project / Issue Relates To:	
☐Council Goals/Priorities:	☐Adopted Master Plan(s): ☒Not Applicable

ISSUE BEFORE COUNCIL:

City Administration offers a 2026 State Legislative Agenda for Council's consideration that will help advance key City priorities, establish City policy positions, and guide how staff responds to legislative proposals that may arise during the 2026 Legislative Session.

EXECUTIVE SUMMARY:
The City has traditionally adopted a legislative agenda to guide City objectives in upcoming state legislative sessions. The agenda serves both as a guiding policy document and as a mnemonic for legislators and staff to remind them of Wilsonville's interests and general positions. The proposed 2026 State Legislative Agenda, Attachment A, reflects both current, topical issues and core priorities for the City.

The agenda is divided into three main sections. "Initiatives" are our primary objectives for the upcoming session. They are issues for which the City may request a legislator introduce or sponsor a bill on our behalf and have reasonable likelihood of being politically and financially achievable in the next legislative session. They may be issues that are unique to Wilsonville, or issues where we experience an outsized impact. "Priorities" are also issues of high importance, but are aided by the leadership of partners such as the League of Oregon Cities (LOC) or another city making the effort to pass legislation, or they are longer-horizon issues that may take multiple sessions to achieve. "Principles" are the steady, rarely-changing policies that reflect Wilsonville's values and broad interests. Principles are also intended to act as a guide for staff to evaluate the City's position on legislation proposed by others.

The entirety of Wilsonville is represented by Representative Sue Rieke Smith in the House and Senator Courtney Neron Misslin in the Senate. The planned Frog Pond East neighborhood, which is not currently annexed to the City, is in different House, Senate, and US Congressional districts. The Legislature convenes annually, for 160-day "long sessions" in odd-numbered years and for 35-day "short sessions" in even-numbered years. Most policy and the state budget are approved in long sessions. Short sessions are intended for legislative fixes and minor budget adjustments. For 2026, both Senators and Representatives are limited to two bills each and committees are limited to three bills each, with some exceptions (such as for Rules committees and the Joint Committee on Ways and Means).

However, the 2026 session is poised to be more complex than a typical short session. Not only is the legislature coming off a challenging short session for transportation funding, but legislators will be asked to plug a sizeable hole in the state budget. When the 2025 session adjourned, the state was expected to have a $515 million surplus. State income tax structure in Oregon is closely tied to federal income tax. Following the passage of H.R. 1, which changed federal tax liabilities and shifted responsibility for certain programs to the states, the legislature is now looking at a minimum $300 million deficit, with the actual number likely higher as revenue forecasts firm up.

Both the special session and the fiscal shortfall are setting the mood in Salem for 2026. Legislators will be wary, at best, of any requests for funding. They will be making difficult choices about either raising taxes or cutting programs and services. The City's legislative agenda is designed to reflect that reality—emphasizing policy changes rather than capital projects—while retaining consistency by highlighting longstanding Wilsonville issues.

EXPECTED RESULTS:
The agenda will guide Wilsonville's engagement with legislators on issues of importance to the City and on legislative proposals raised by others.

TIMELINE:
The Legislature meets for Legislative Committee Days from November 17-19, with a revenue forecast expected on November 19. Legislative Concepts must be submitted to Legislative Counsel by November 21. The Legislature will again hold Committee Days from January 13-15, 2026. The Legislative Session begins on Monday, February 2, 2026, and is constitutionally limited to 35 calendar days, ending on or before March 9, 2026.

CURRENT YEAR BUDGET IMPACTS:
Adoption of a legislative agenda has no direct impact on the City's budget. Actions taken by the Legislature may have a positive or negative effect on future City finances.

COMMUNITY INVOLVEMENT PROCESS:
This agenda was developed based on City guiding documents such as the City Charter and Code, Comprehensive Plan, and other documents based on extensive public outreach.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The policies, programs, and capital projects included in the agenda are of general benefit to the City of Wilsonville and its residents and businesses.

ALTERNATIVES:
Council could add, remove, or modify individual elements of the proposed agenda. Council could choose not to adopt a legislative agenda.

CITY MANAGER COMMENT:
N/A

ATTACHMENT:
1. Proposed 2026 State Legislative Agenda





WILSONVILLE
OREGON

SMART
SOUTH METRO AREA REGIONAL TRANSIT

City of Wilsonville

2026 State Legislative Agenda

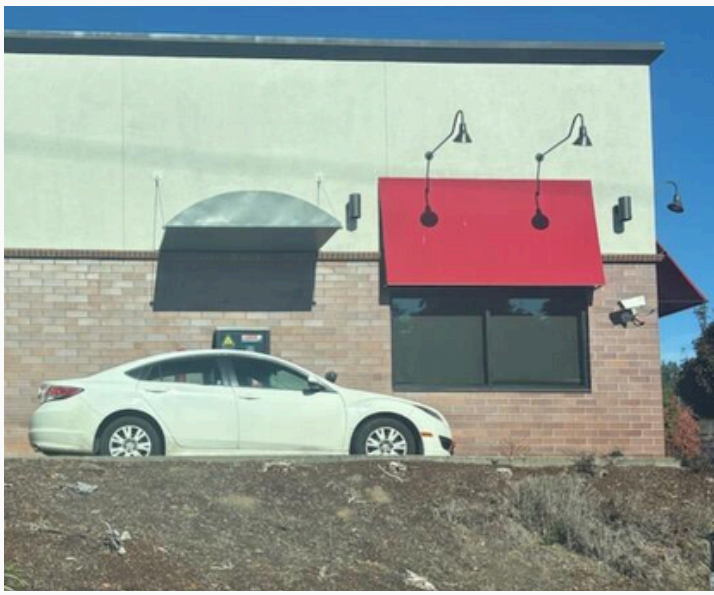


Wilsonville's Legislative Initiatives

Located at the south end of the Portland metro area, Wilsonville is the gateway to the verdant Willamette Valley. Once a small farming community, Wilsonville is now a thriving city of more than 27,000 residents and 1,400+ businesses supporting 23,300 jobs.

Frontage Improvement Conditions Technical Fix

HB 2658 (2025) prohibits cities from requiring frontage improvements when the building's square footage or occupancy classification group does not change. This creates a situation where use could change within the same classification group—such as a sit-down restaurant to a drive-thru—that has dramatically different traffic impacts, without the ability for a city to require mitigation. The need for transportation improvements should be connected to trip generation and the demand on the transportation system, not the occupancy classification group.



The City of Wilsonville will seek legislation to make this technical fix to HB 2658's effect on transportation frontage improvements.

Oregon Housing Needs Analysis Rules

The Department of Land Conservation and Development (DLCD) is developing rules as part of the Oregon Housing Needs Analysis (OHNA) established by HB 2001 (2023), HB 2889 (2023), SB 1564 (2024), HB 2698 (2025), SB 1129 (2025), and other legislation.

The rules as drafted are an egregious overreach and are not aligned with the original legislative intent of OHNA. DLCD has created a "model code" that is, in all effects, mandatory, as it does not afford local jurisdictions reasonable opportunity to develop unique code. For example, the model code does not contain an open space requirement. While less of an issue for infill development, it would be a dramatic shift for new subdivisions, which typically require land to be set aside for parks.

Wilsonville strongly supports legislation that retains safe harbor and local autonomy for cities that have adopted housing strategies and are meeting state-established housing targets.



Legislative Priorities

The City of Wilsonville seeks to advance the following state-level priorities:

Boone Bridge Replacement Project

The Boone Bridge is an essential link on Interstate 5, the country's primary West Coast highway, carrying over 126,000 vehicles, including 17,000 trucks, daily.

A state-designated Seismic Lifeline Route, the bridge is at risk of falling during a Cascadia Subduction Zone earthquake. Additionally, local traffic using the bridge causes congestion. The Oregon Department of Transportation's Boone Bridge Replacement Project would make the bridge seismically resilient, add a southbound auxiliary lane, and improve safety.

Wilsonville strongly supports advancing the Boone Bridge Replacement Project, including providing a project update to the Joint Committee on Transportation.



Infrastructure Financing

Infrastructure like utilities can be significant barriers to both housing and economic development. Programs such as the Housing Infrastructure Finance Program (HIFP) help cities fund major infrastructure projects that unlock new housing and jobs.

However, eligibility requirements make it challenging for cities to ensure success. HIFP contains minimum density requirements that could create downstream infrastructure capacity issues. Additionally, cities could be on the hook for repayment of HIFP funds if private development stalls or fails.

Wilsonville supports legislation that expands eligibility and reduces barriers to accessing infrastructure assistance.



Public Meetings Law Interpretation

The Oregon Government Ethics Commission (OGEC) has issued new interpretations of what qualifies as a "serial communication," vastly expanding the reach of the law and constraining local governments' ability to do business.

For example, e-mailing a link to a news article to other members of a governing body or a constituent calling multiple members of a governing body could be interpreted as a "serial communication."

Wilsonville supports legislation that brings prudence to Oregon's public meeting and serial communication laws.

Homelessness Management

Following the U.S. Supreme Court's 2024 ruling in *City of Grants Pass v. Johnson*, Oregon's rules on camping in public spaces are unique because of HB 3115 (2021). Currently, Oregon law includes an "objectively reasonable" standard, which is not defined.

Wilsonville supports legislation that increases flexibility for cities to address homelessness in a public safety–oriented, compassionate manner.

At a minimum, legislation should create a rebuttable presumption that cities' regulations are "objectively reasonable" if the city conducted a public process and adopted findings explaining each regulation.

Legislative Principles

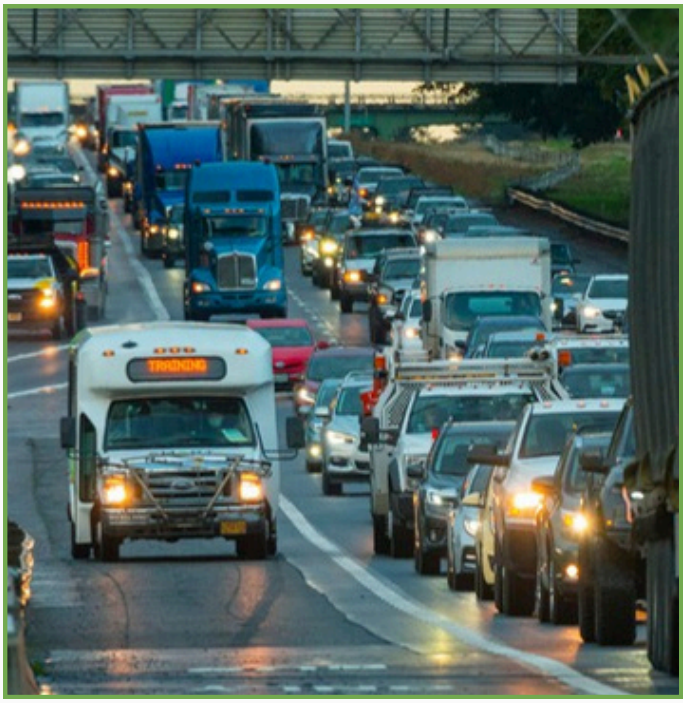
The City of Wilsonville's policy positions, outlined below, are guided by its City Council Goals, Comprehensive Plan, community surveys, and other inputs. The City supports state legislation that would:

Governance

- Preserve the **home-rule autonomy** of local governments.
- **Maintain state shared revenues**—such as fuels, alcohol, and tobacco taxes—which support effective delivery of essential services for our shared constituents.
- Provide **adequate funding** to implement state policy changes. Wilsonville opposes unfunded and partially-funded mandates.

Transportation and Public Transit

- Invest in a **multi-modal transportation system** using funding mechanisms that are sustainable over the long term, maintain Oregon's longstanding user-pay model, and are balanced and fair to all users.
- Improve **seismic resiliency, reduce congestion and emissions, and enhance safety** for all users of our transportation system.
- Recognize the role **small transit providers** play in providing essential transportation services in communities that are otherwise un- or under-served.



- Promote the availability of **commuter rail**, including establishment of an Oregon Rail Authority and expansion of the Westside Express Service (WES).
- Mitigate public safety and quality of life issues caused by **aviation activity**.



Natural Resources and Environment

- Enhance connections to the Willamette River for economic and tourism benefits, including re-opening the **Willamette Falls Locks and Canal**.
- Support the **conservation of valuable resource lands** outside of the Urban Growth Boundary (UGB).
- **Protect natural resources** for the benefit of human health, quality of life, recreational opportunity, and wildlife habitat.

Legislative Principles *Continued*

Housing and Community Development

- Provide grants and loans for cities to **expand or upgrade public infrastructure**—including water and sewer treatment, utilities, and stormwater management—that enable housing development.



- Address Oregon's housing shortage by encouraging a **broad mix of housing types** for residents of all income levels. Wilsonville opposes efforts to revoke local flexibility in comprehensive planning, apply uniform design requirements, or grant the state supersiting authority.
- Preserve **local control over System Development Charges (SDCs) and expand the statewide SDC loan program**. Wilsonville opposes efforts to eliminate longstanding eligible uses of SDCs or change when in the permit approval process SDCs must be paid.
- Maintain Oregon land use law's requirement that **urban development activities occur in cities**. Wilsonville opposes efforts to encourage urban-level development outside of cities.

Economy and Workforce

- Increase funding for industrial site development, including the **Regionally Significant Industrial Sites (RSIS) program** and reclaiming "**brownfield**" sites.
- Create, extend, or increase existing and innovative new economic development tools to attract and retain businesses and jobs, such as an **Industrial Development Revolving Loan Fund** capitalized with a portion of state income tax generated by jobs created as a direct result of the RSIS program.
- Expand **childcare availability and affordability** as a key method to support workforce recruitment and retention.





Wilsonville's Largest Employers

1. Siemens (Mentor Graphics)
2. Rockwell Collins
3. Swire Coca-Cola USA
4. Sysco Food Service
5. Columbia Distributing
6. Costco
7. TE Medical (Precision Interconnect)
8. Twist Bioscience
9. OrePac Building Products
10. Fred Meyer Stores

Wilsonville By the Numbers

27,634 2025 Population

28% Growth Rate, 2013-2023 *(5th fastest in Oregon)*

1,440 Businesses

23,330 Jobs *(half in family-wage industries)*

$1.7B Annual Aggregate Payroll

200,000 Annual passenger trips on SMART buses

49% Households living in multi-family housing

121 Units in new, 100% affordable housing development opening early 2026



Key City Staff

Bryan Cosgrove
City Manager

Amanda Guile-Hinman
City Attorney

Dwight Brashear
Transit Director

Everett Wild
Government Relations Manager

Elected Officials



Shawn O'Neil
Mayor



Caroline Berry
Council President



Adam Cunningham
Councilor



Sam Scull
Councilor



Anne Shevlin
Councilor

ewild@wilsonvilleoregon.gov
503-570-1505
WilsonvilleOregon.gov
29799 SW Town Center Loop E., Wilsonville, OR 97070

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: November 3, 2025	**Subject:** Public Safety Council Goal Update: Draft Administrative Warrant Code Provisions **Staff Member:** Amanda Guile-Hinman, City Attorney Tobin Montalbo, Legal Intern **Department:** Legal
Action Required	**Advisory Board/Commission Recommendation**
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: N/A	
Recommended Language for Motion: N/A	
Project / Issue Relates To:	

☒Council Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.5	☐Adopted Master Plan(s):	☐Not Applicable

ISSUE BEFORE COUNCIL:

Consider draft code provisions regarding administrative warrants (proposed Wilsonville Code Sections 1.100 through 1.180).

EXECUTIVE SUMMARY:

The draft Ordinance provided in Attachment 1 and proposed Wilsonville Code provisions in Attachment 2 would create a process for staff to seek, obtain, and execute administrative warrants in Municipal Court.

An administrative warrant would grant City employees right of entry to private property for purposes such as engineering, public works, building inspections, and general nuisance inspection, investigation, removal, or abatement.

Clackamas County currently has a process in place to issue administrative warrants, which the Sheriff's Office utilizes in certain motor vehicle towing situations. However, this process is only available for law enforcement officers and county staff when there is reasonable suspicion to believe that a violation of County Code is occurring.

Currently, there is no process for staff to obtain administrative warrants to enter premises where probable cause exists of violations of provision(s) of the Wilsonville Code. For example, staff may receive a report from a community member about possible Wilsonville Code violations involving the removal of trees and development activity along the Willamette River embankment in a property owner's backyard, and staff may not have the legal ability to enter the site to confirm whether significant damage to protected areas is occurring.

An administrative warrant process for staff would have the following benefits:

- Allow for a clear and consistent process to investigate potential Wilsonville Code violations. Currently, staff may not enter into private property unless through an agreement with the property owner, or by seeking litigation (which can both time-consuming, lead to delayed responses to emergent situations, and costly).
- Provide staff with a tool in conducting required periodic inspections when owner/occupant consent is withheld.
- Fill the current gap between the County process and City needs for inspection, investigation, removal, and abatement of Wilsonville Code violations.

Attachment 1 is a draft Ordinance and Attachment 2 is proposed Wilsonville Code provisions to create an administrative warrant process. Below are highlights of the proposed draft Wilsonville Code provisions.

- Grant the Municipal Court Judge authority to issue administrative warrants upon application by staff.
    - A warrant shall be issued only upon reasonable suspicion of a Wilsonville Code violation, supported by affidavit.
    - Cause for warrant shall be deemed to exist upon reasonable belief of a nonconformity with a health, public protection or safety ordinance or rule, or if an investigation is reasonably believed to be necessary in order to verify the condition of the location.

- Allow staff to seek, obtain, and execute administrative warrants in Municipal Court.
    - In executing the warrant, the authorized person will make a reasonable effort to present credentials, authority, and purpose of the warrant to an occupant, unless at the time the location is unoccupied or believed to be abandoned.
    - A warrant must be executed within ten (10) Business Days of issuance and returned to the Municipal Judge who issued it within ten (10) Business Days from its execution date, unless granted an extension by the same Judge.

Staff presented to the Council on this project at work session held on September 15. Council generally indicated support for staff to move forward with draft code language to create an administrative warrant process.

EXPECTED RESULTS:
Adoption of an administrative warrant process will provide City officials with an additional tool when likely violations of the Wilsonville Code are occurring on private property. Administrative warrants will allow City staff, when other options are exhausted, to access sites to determine whether a violation is occurring, and to potentially stop or limit the occurrence of further damage to public infrastructure and preserved and sensitive areas. Adoption of this proposed code update will close existing gaps and promote the City's ability to address code enforcement and public safety needs efficiently.

TIMELINE:
Staff intends to present the draft Ordinance and proposed Wilsonville Code provisions, inclusive of any proposed revisions by Council at its November 3, 2025 work session, for first reading at the Council's November 17, 2025 Council meeting.

CURRENT YEAR BUDGET IMPACTS:
Since staff anticipates that administrative warrants will be utilized in rare circumstances, any potential budget impacts through time billed by the Municipal Judge and staff time to prepare the necessary documents, will be nominal.

With regard to the larger project of updating the Wilsonville Code provisions governing code enforcement, staff anticipates proposing code language that allows the City to seek reimbursement of costs to the City related to compliance/abatement processes.

COMMUNITY INVOLVEMENT PROCESS:
The Administrative Warrant information is provided on the City's Public Safety – Code Enforcement project page on Let's Talk, Wilsonville! and a public hearing is planned for November 17, 2025 for community input.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
An administrative warrant process will improve the ability of City staff to respond to and mitigate violations of City Code in a timely manner. Establishing an administrative warrants process will provide Wilsonville staff with a clear, lawful and consistent process to gain right of entry when necessary to enforce code requirements or conduct inspections.

ALTERNATIVES:
Continue to rely solely on the Clackamas County administrative warrant process, which is only available to the Sheriff's Office for violation of County Code.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Draft Ordinance
2. Proposed City Administrative Warrant Code Provisions – 1.100 through 1.180

ATTACHMENT 1

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF WILSONVILLE IMPLEMENTING AN ADMINISTRATIVE WARRANTS PROCESS BY AMENDING CHAPTER 1 OF THE WILSONVILLE CODE TO ADD SECTIONS 1.100 THROUGH 1.180.

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

WHEREAS, within the Public Safety Goal, Council set Strategy 2.5 to consider an administrative warrant process; and

WHEREAS, City Council desires an improvement of public safety measures, including an improvement of the ability of City officials to respond to and prevent the occurrence of damage to public infrastructure and preserved and sensitive areas; and

WHEREAS, a gap in Wilsonville Code exists in the lack of an administrative warrant process for City employees who may need right of entry for different purposes, such as engineering, public works, building inspections and general nuisance inspection, investigation, removal, and abatement; and

WHEREAS, City Council has determined that an administrative warrant process should be implemented.

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

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

Section 2. Chapter 1 of the Wilsonville Code is hereby amended to add Sections 1.100 through 1.180 as set forth in **Exhibit A** attached hereto and incorporated by reference herein.

Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this ___ day of ____, 2025, and scheduled the second reading on ___, 2025 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

DRAFT

ATTACHMENT 1

_____

Kimberly Veliz, MMC, City Recorder

ENACTED by the City Council on the ___ day of ____, 2025, by the following votes:

Yes: _____ No: _____

_____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of ___, 2025

_____

Shawn O'Neil, Mayor

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Shevlin

Councilor Scull

EXHIBITS:

A. Proposed Wilsonville Code Sections 1.100 through 1.180

DRAFT

ATTACHMENT 2

Exhibit A to Ordinance No.

Administrative Warrants

1.100 – Definitions.

For purposes of this Section, the following terms are defined as follows:

(1) "Business Days" means days of the week excluding Saturdays, Sundays, and holidays observed by the City.

(2) "City" means the City of Wilsonville, Oregon.

(3) "City Manager" means the City of Wilsonville City Manager or designee.

(4) "Code" or "Wilsonville Code" means the Code of Ordinances of the City of Wilsonville, Oregon.

(5) "Municipal Judge" means the judicial officer described in Section 22 of the City of Wilsonville Charter and Section 2.140 of the Wilsonville Code or designee.

(6) "ORS" means the Oregon Revised Statutes.

1.110 – Authorizing Municipal Judge.

The Municipal Judge is hereby authorized to issue administrative search warrants upon application by the City Manager, acting in the course of their official duties, whenever an inspection, investigation, removal, or Code violation abatement within any place is required or authorized by any City ordinance or regulation. An administrative warrant is an order, in writing, in the name of the City, signed by the Municipal Judge directed to the City Manager commanding the City Manager to conduct any inspection, investigation, removal, or abatement required or authorized by any provision of law. An administrative warrant shall not be deemed a warrant of arrest within the meaning of ORS Chapter 133.

1.120– Right of Entry.

(1) The City Manager may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any regulations of this Code, or whenever the City Manager has reasonable cause to believe that there exists in any structure or upon any property any condition which constitutes a violation of provisions of this Code.

(2) In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken.

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ATTACHMENT 2

(a) The City Manager shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property, present proper credentials and request entry.

(b) If entry is refused or if the owner or other persons having charge or control of the property cannot be located, the City Manager may attempt to obtain entry by obtaining a warrant pursuant to this Section.

1.130 – Grounds for Issuance.

(1) A warrant for inspection, investigation, removal or abatement purposes shall be issued only upon cause, supported by affidavit, particularly describing:

(a) The applicant's status in applying for the warrant hereunder;

(b) The Wilsonville Code provision, ordinance, or regulation requiring or authorizing the inspection, investigation, removal, or abatement;

(c) The location, building, and/or structure to be inspected, investigated, or entered;

(d) The purpose for which the inspection, investigation, removal, or abatement is to be made, including the basis upon which cause exists to inspect;

(e) The basis upon which cause exists to inspect, investigate, remove, or abate the violation; and

(f) In the case of removal or abatement, a statement of the general types and estimated quantity of items to be removed or conditions to be abated.

(g) In addition, the affidavit shall contain either a statement that entry has been sought and refused, that the property is unoccupied or not in the possession of any person or at the time reasonably believed to be unoccupied, or facts or circumstances reasonably showing that the purposes of the inspection, investigation, removal, or abatement might be frustrated if entry were sought without a warrant.

(2) Cause shall be deemed to exist if:

(a) Reasonable legislative or administrative standards for conducting a routine, periodic, or area inspection or for removing and abating violations are satisfied with respect to any building or structure or upon any property; or

(b) An investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with regulations; or

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(c) There is cause to believe that a violation exists for which removal or abatement is required or authorized by this Chapter.

1.140 – Procedure for Issuing Administrative Warrant.

(1) Before issuing any warrant, the Municipal Judge may examine under oath the applicant and any other witness and must be satisfied of the existence of grounds for granting such application.

(2) If the Municipal Judge is satisfied that cause for the inspection exists, the Municipal Judge shall issue a warrant particularly describing:

(a) The name and title of the person or persons authorized to execute the warrant;

(b) The property to be entered; and

(c) The purpose and any limitations of the inspection, investigation, or abatement.

The warrant shall contain a directive that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Municipal Judge has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

1.150 – Execution of Administrative Warrant.

(1) Except as provided in subsection 2 of this Section, in executing a warrant on occupied property, the person authorized to execute the warrant shall, before entry, make a reasonable effort to present credentials, authority and purpose to an occupant or person in possession of the location designated in the warrant and show the warrant or a copy thereof upon request.

(2) In executing a warrant on unoccupied property, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in Subsection 1 of this Section, but may promptly enter the designated location if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. A copy of the warrant shall be left in a conspicuous place if the property is unoccupied.

(3) If any items are seized as specified by the warrant, a list of property taken shall be left in a conspicuous place.

(4) A peace officer may be requested to assist in the execution of the administrative warrant.

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ATTACHMENT 2

(5) An inspection pursuant to an administrative warrant shall not be made by means of forcible entry, except that the judge may, by an endorsement on the face of the warrant, expressly authorize execution of the warrant by forcible entry where the affidavit, or a supplemental affidavit after the warrant has once been issued, contains information sufficient to satisfy the judge that there are reasonable grounds to believe that any of the following situations exists:

a. A probable violation of any of the provisions of this code which, if such violation in fact existed, would represent an immediate threat to health or safety; or

b. Where prior attempts to serve a warrant or obtain consent have met with refusal of the owner or occupant of the place described in the warrant; or

c. Where reasonable attempts have been made to secure the cooperation of the owner of the property described in the warrant, which property is unoccupied and entry cannot be gained except with such owner's cooperation or by force, and such cooperation has been refused or is not obtainable after reasonable efforts.

(6) A warrant must be executed within ten (10) Business Days of its issue and returned to the Municipal Judge by whom it was issued within ten (10) Business Days from its date of execution, unless such Municipal Judge before the expiration of such time, by endorsement thereon, extends the time for five (5) Business Days. When the warrant is returned to the Municipal Judge, it must include a list of any and all items seized in the execution of the warrant. After the expiration of the time prescribed by this subsection, the warrant, unless executed, is void.

1.160 – Execution of Warrant by Forcible Entry.

(1) In execution of a properly endorsed administrative warrant by forcible entry, any city official acting under the warrant shall be accompanied by a peace officer who shall execute the warrant as to the manner of gaining entry, and who shall stand by during the inspection to prevent any interference therewith.

(2) In the execution of an administrative warrant by forcible entry the officer has the same power and authority, in all respects, to break open any door or window, to use all necessary and proper means to overcome any forcible resistance made to the officer or to call any other person to the officer's aid that the officer has in the execution or service of a warrant of arrest.

1.170 – Disposal of Seized Property.

The City Manager may cause any items removed pursuant to an abatement warrant to be disposed of in an approved manner whenever the City Manager, in their sole discretion, finds that the fair and reasonable value of the items at resale would be less than the cost of storing and

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selling the items. In making the above determination, the City Manager may include in the costs of sale the reasonable cost of removing the items to a place of storage, of storing the items for resale, of holding the resale including reasonable staff allowances and all other reasonable and necessary costs of holding the sale.

1.180 – Severability.

The provisions of these Sections 1.100 through 1.170 are severable, and if any part of these Sections 1.100 through 1.170 should be held void by any court of competent jurisdiction, such invalidity shall not affect the remainder of Sections 1.100 through 1.170, and the remainder of Sections 1.100 through 1.170 shall remain in full force and effect.

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CITY OF WILSONVILLE
OATH OF OFFICE

STATE OF OREGON)
COUNTIES OF CLACKAMAS)
AND WASHINGTON)
CITY OF WILSONVILLE)

I, Sam Scull, the undersigned, having been appointed to the office of Wilsonville City Councilor, on oath depose and say that I will support the Constitution and Laws of the United States, and the State of Oregon, and that I will faithfully perform the duties of Wilsonville City Councilor to which I have been appointed.

_____

Sam Scull

Subscribed and sworn to before me this 3rd day of November 2025.

_____

Honorable Judge Fred Weinhouse

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: November 3, 2025	**Subject: Resolution No. 3215** A Resolution Of The City Of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Memorial Park Playground Replacement Project. **Staff Member:** Tommy Reeder, Park Maintenance Lead **Department:** Parks and Recreation
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.	
Recommended Language for Motion: I move to adopt the Consent Agenda.	
Project / Issue Relates To:	

☐Council Goals/Priorities:	☒Adopted Master Plan(s): Memorial Park Masterplan	☐Not Applicable

ISSUE BEFORE COUNCIL:
The award of contract in the amount of $1,099,165.80 to Buell Recreation LLC for the purchase and installation of playground equipment and unitary surfacing for the Memoria Park Playground Replacement Project.

EXECUTIVE SUMMARY:
The Memorial Park Playground Replacement Project represents a critical step in aligning Memorial Park and its amenities with the 2015 Memorial Park Masterplan. The new, universal design playground will give community members, of all abilities, from across Wilsonville and the region a place to play, explore and grow.

The current playground at Memorial Park has reached the end of its useful life. It is undersized in comparison to the size of the park, and the safety surfacing is beginning to fail. Furthermore, the play equipment lacks the inclusive play amenities and universal design that are desired, within Wilsonville's regional parks. By focusing on universal design, the new playground brings play for all to the community.

Universal design can be thought of as the intersection of inclusivity, accessibility and usability for community members regardless of age, disability or other factors. The new playground design brings this vision of universal design to Memorial Park.

Some play features include; a multi-use spinner that offers children the opportunity to play together and work toward a common goal, the Freedom inclusive swing seat that allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat, and finally, play panels that offer opportunities for all children to develop skills, have fun and spend time learning outside.

The Memorial Park playground will feature unitary turf surfacing, which allows accessibility to the entirety of the playground. The turf surfacing ensures that all members of the community regardless of physical ability can interact and play within the entirety of the playground area.

EXPECTED RESULTS:
The new playground in Memorial Park will result in a universally designed play space where all members of the Wilsonville community play, grow and connect.

TIMELINE:
Construction is expected to begin in early 2026. The project is expected to be completed by summer 2026.

CURRENT YEAR BUDGET IMPACTS:
Funds for this project are included in the fiscal year (FY) 2025-26 budget. The entirety of the $1.1 million dollar project is grant funded - $550,000 from The Land and Water Conservation Fund (LWCF) and $550,000 from the Local Government Grant Program (LGGP) – both grant programs are administered by the Oregon Parks and Recreation Department.

COMMUNITY INVOLVEMENT PROCESS:
There was a community involvement process during the development of the Memorial Park Master Plan.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The new playground will provide enhanced play experience for children in the community with a focus on accessibility, inclusivity and safety.

ALTERNATIVES:
The City Council could choose to leave the current playground installed. This will result in increased maintenance as well as extended closures for required repairs.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Resolution No. 3215
    A. Contract
2. Playground Proposal Image

RESOLUTION NO. 3215

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A CONSTRUCTION CONTRACT WITH BUELL RECREATION LLC FOR THE MEMORIAL PARK PLAYGROUND REPLACEMENT PROJECT.

WHEREAS, the City is a member of the National Purchasing Partners Government (NPPGov); and

WHEREAS, (NPPGov) provided procurement assistance for the Memorial Park Playground project, as described in the contract; and

WHEREAS, Buell Recreation LLC. is a vendor of NPPGov; and

WHEREAS, Buell Recreation LLC represents that Buell Recreation LLC is qualified to perform the Memorial Park Playground replacement work, as described in the Construction Contract, attached hereto as **Exhibit A**.; and

WHEREAS, Buell Recreation LLC is prepared to perform this Contract in accordance with all the terms and conditions as set forth in this contract; and

WHEREAS, selection of this Buell Recreation LLC through NPPGov follows public contracting requirements.

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

1. The City Manager is authorized to execute a Construction Contract with Buell Recreation LLC. for the Memorial Park Playground project, as the form substantially similar to the attached **Exhibit A.**
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of November 2025 and filed with the Wilsonville City Recorder this date.

_____
Shawn O'Neil, Mayor

ATTEST:

_____
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor O'Neil
Council President Berry
Councilor Cunningham
Councilor Scull
Councilor Shevlin

EXHIBIT:

A. Contract

CITY OF WILSONVILLE
COOPERATIVE PROCUREMENT
CONSTRUCTION CONTRACT

This Cooperative Procurement Construction Contract ("Contract") for the Memorial Park Playground Replacement Project ("Project") is made and entered into on _____, 2025 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and **Buell Recreation LLC**, an Oregon limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Oregon Revised Statutes authorize cooperative procurements in accordance with ORS 279A.200, et seq.; and

WHEREAS, the City has need for the services of an entity with the particular training, ability, knowledge, and experience as possessed by Contractor; and

WHEREAS, Contractor represents that Contractor is qualified to perform the construction 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. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional "Contract Documents," and any and all terms and conditions set forth in such Contract Documents: Request for Proposals for the Memorial Park Playground Replacement Project, dated November 15, 2024; Contractor's bid submitted in response thereto; Master Price Agreement Contract #PS25550 between Contractor and the League of Oregon Cities, dated July 25, 2025, and all attachments and/or amendments thereto (the "Master Contract"); and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the Master Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Master Contract shall be collectively referred to as the "Contract Documents." All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the demolition, design, manufacturing, and installation services for two playground areas in Memorial Park, as more particularly described in the Scope of Work and Quote attached hereto as **Exhibit A** and incorporated by reference herein (the "Work"). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Contractor's Work

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

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

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

Section 5. Contract Sum and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the fixed price of ONE MILLION NINETY-NINE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY CENTS ($1,099,165.80) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 25**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. 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.

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

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

8.1. 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.

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

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

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

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 23**.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

Contractor's Project Manager is Kati Raziwon. 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 11. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of

newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

13.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall 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 shall 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 14. Contractor's Responsibilities

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

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee,

or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

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

14.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

14.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of this **Section 14** and meet the same insurance requirements of Contractor under this Contract.

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

14.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred

in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

14.7. 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.

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

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

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

14.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly

or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

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

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

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

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

14.16. 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.

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

14.17.1. 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

14.17.2. 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

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

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

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

14.21. 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.

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

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

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

14.25. 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 sub-subcontractors or any suppliers.

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

Section 15. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

15.1. **Buy America.** Contractor agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in USDT-funded projects are produced in the United States, unless a waiver has been granted by the USDT or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Contractor shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Contractor must have submitted to the City the appropriate Buy America certification with its Bid, as bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit B**.

15.2. **Clean Air and Clean Water.** Contractor agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.)*. Contractor agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any violation of use of prohibited facilities to the City. Contractor understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000, financed in whole or in part with federal assistance provided by the USDT.

15.3. **Energy Conservation.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15.4. **Recovered Materials.** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

15.5. **Lobbying Restrictions.** Contractor certifies, to the best of its knowledge and belief, that:

15.5.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15.5.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

15.5.3. Contractor will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

15.6. **Access to Records.** The following federal access to records requirements apply to this Contract:

15.6.1. Record Retention. Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

15.6.2. Retention Period. Contractor agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Contractor will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be maintained until the City, the Secretary of the Treasury, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

15.6.3. Access to Records. Contractor agrees to provide the City, the Secretary of the Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Contractor which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

15.6.4. Access to the Sites of Performance. Contractor agrees to permit the USDT and its contractors access to the sites of performance under this Contract as reasonably may be required.

15.7. **Contract Work Hours and Safety Standards.** For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Contractor will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

15.7.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, the Contractor and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars ($10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

15.7.2. Withholding. The USDT shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

15.7.3. Subcontracts. Contractor and all subcontractors will require the inclusion of the language of this **Section 15.7** within subcontracts of all tiers. Contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements of this Section.

15.8. **Civil Rights Requirements.**

Under this Contract, Contractor will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof.

15.8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the USDT may issue.

15.8.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements the USDT may issue.

15.8.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and federal transit law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Contractor agrees to comply with any implementing requirements the USDT may issue.

15.8.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements the USDT may issue.

15.9. **Program Fraud and False or Fraudulent Statements or Related Acts.**

15.9.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq*.), and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies" (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the USDT assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

15.9.2. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the USDT under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

15.9.3. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the USDT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15.10. **Suspension and Debarment.**

15.10.1. Contractor must comply with and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment" (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR Part 180). Contractor is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

15.10.2. Contractor is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. See **Exhibit C**. By signing and submitting its bid or proposal, Contractor has certified as follows:

> ***The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the***

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15.11. **Trafficking in Persons.**

15.11.1. Contractor agrees that it and its employees that participate in the Project covered under this Contract may not:

15.11.1.1. Withhold monthly progress payments;

15.11.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

15.11.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

15.11.1.4. Use forced labor in the performance of the Contract or any subcontracts thereunder.

15.11.2. Contractor agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

15.11.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

15.11.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

15.11.3. Contractor agrees to, and assures that each subrecipient will:

15.11.3.1. Inform the USDT immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

15.11.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

15.12. **Safe Operation of Motor Vehicles.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer

and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

15.13. **Federal Changes.** Contractor shall at all times comply with all applicable USDT regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the USDT, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

15.14. **Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 23**, below.

15.15. **Bonding Requirements.** The bonding requirements for this Contract can be found in **Section 21**, below.

15.16. **No Obligation by the Federal Government.**

15.16.1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

15.16.2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the USDT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15.17. **United States Department of the Treasury (USDT) Terms Controlling.** Anything to the contrary herein notwithstanding, all USDT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the USDT terms and conditions.

Section 16. Davis-Bacon/BOLI Prevailing Wages and the Copeland Anti-Kickback Act

16.1. Because this Contract is federally funded, in part, the higher of Davis-Bacon or Oregon BOLI wages will apply to some or all individuals performing Work under this Contract. It is the responsibility of Contractor to be in full compliance with the higher of Davis-Bacon or BOLI requirements, and Contractor shall defend, indemnify, and hold harmless the City from any claims based on Contractor's failure or alleged failure to comply. The Davis-Bacon Act is codified at 40 USC § 3141 *et seq*. See the Davis-Bacon requirements enumerated in 29 CFR § 5.5(a), attached hereto as **Exhibit D** and incorporated by reference herein.

16.2. This Contract is also a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2024, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840. In addition, because this Contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.), the Contractor and all subcontractors shall pay workers or others performing Services contemplated by this Contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

16.3. Contractor will also comply with the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Section 17. Subcontractor Requirements

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

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

17.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the

payment clause outlined in **Subsection 17.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

17.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 17.1.1 and 17.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 18. Environmental Laws

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

FEDERAL AGENCIES:
Forest Service
Defense, Department of
Environmental Protection Agency
Bureau of Sport Fisheries and Wildlife
Bureau of Land Management
Bureau of Reclamation
Occupational Safety and Health Administration
Coast Guard
Agriculture, Department of
Soil Conservation Service
Army Corps of Engineers
Interior, Department of
Bureau of Outdoor Recreation
Bureau of Indian Affairs
Labor, Department of
Transportation, Department of
Federal Highway Administration

STATE AGENCIES:
Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board
Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
National Marine Fisheries Service (NMFS)
State Engineer
Water Resources Board

LOCAL AGENCIES:	City Council
County Courts	County Commissioners, Board of
Port Districts	Metropolitan Service Districts
County Service Districts	Sanitary Districts
Water Districts	Fire Protection Districts

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

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

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

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

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

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

Section 19. Indemnity

19.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 19.2**. 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. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor shall not be required to provide the City's

defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

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

Section 20. Insurance

20.1. 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:

20.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **$2,000,000** for each occurrence and **$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **$50,000**, and Medical Expense (any one person) in the minimum amount of **$5,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

20.1.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **$2,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

20.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide

the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **$2,000,000**.

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

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

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

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

20.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies,

Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 21. Bonding Requirements

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

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

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

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

Section 22. Warranty

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

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

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

Section 23. Early Termination; Default

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

23.1.1. By mutual written consent of the parties;

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

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

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

23.3. 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.

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

to the City items of work or portions thereof, referred to in **Section 28**, for which Contractor has received payment or the City has made payment.

Section 24. Suspension of Work

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

Section 25. Contract Modification; Change Orders

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

Section 26. Dispute Resolution

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

Section 27. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after

termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 28. As-Builts/Property of the City

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

Section 29. 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: Tommy Reeder, Parks Lead Specialist
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Buell Recreation LLC
Attn: Kati Raziwon
7327 SW Barnes Rd #601
Portland, OR 97225

Section 30. Miscellaneous Provisions

30.1. 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.

30.2. 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.

30.3. 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.

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

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

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

30.7. 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.

30.8. 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.

30.9. 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."

30.10. 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.

30.11. 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.

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

30.13. 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.

30.14. 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.

30.15. 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:

BUELL RECREATION LLC

By:_____

Print Name:_____

As Its:_____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By:_____

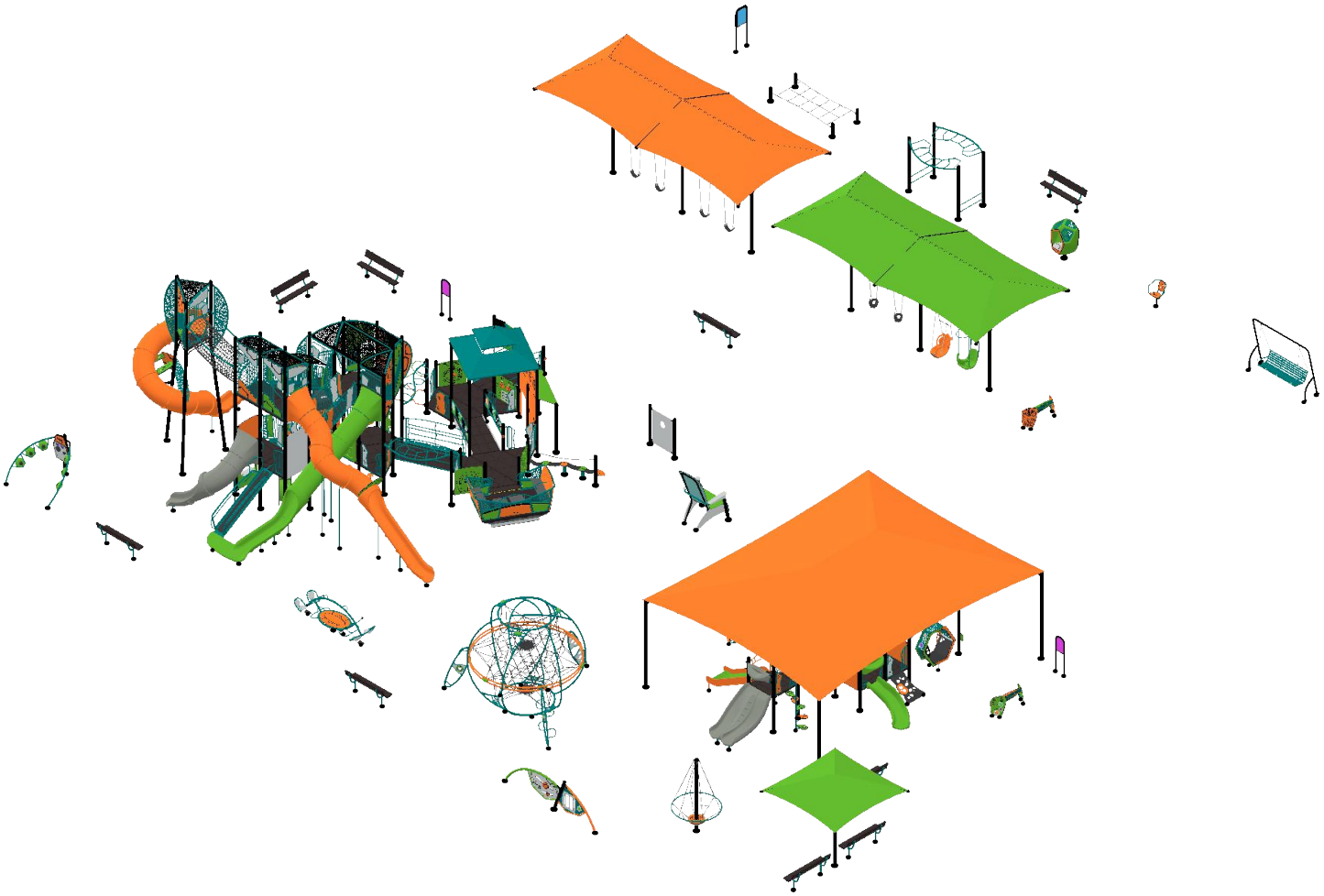
Print Name:_____

As Its:_____

APPROVED AS TO FORM:

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

#25282-0
k:\dir\memorial park\playground rplc\doc\cpck mp playground rplc~ (st2).docx



FEATURED PLAY EVENTS



Odyssey Post Link - Double
This awesome climber creates a more advanced and complex climbing experience on a playground structure. Kids love a challenge, and this deck link provides them with options to climb around, through or over!

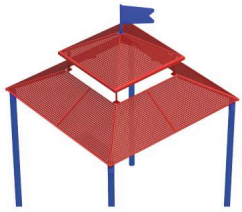


3-In-A-Row Panel
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.



Cobra Slide Curved
Excitement can't be contained when it comes to COBRA SLIDES! They are twisting, turning, in and out of light and SO MUCH FUN! Fun aside, sliding has a variety of developmental benefits ranging from core strength and balance to taking turns and imagination.

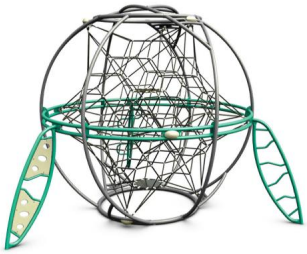
FEATURED PLAY EVENTS



Steel Quad Roof w/Cupola
Burke's roofs offer protection from the damaging effects of the sun while still allowing children to have fun.



Twinkle Toes
Don't touch the ropes and go as fast as you can! Easier said than done! For an advanced workout, run quickly side to side skipping every other square.



RopeVenture® Revolv
Create a true adventure with RopeVenture! Children can define their own climbing experience on this awe-inspiring rope system and create new routes every time they play!

FEATURED PLAY EVENTS



SPINETIC™
Spinetic is a multi-user spinner that offers children the opportunity to play together and work toward a common goal - an exciting spinning adventure on the playground!



Freedom Swing Seat
The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

DESIGN SUMMARY

Buell Recreation is very pleased to present this Proposal for consideration for the Memorial Park located in Wilsonville. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Wilsonville. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

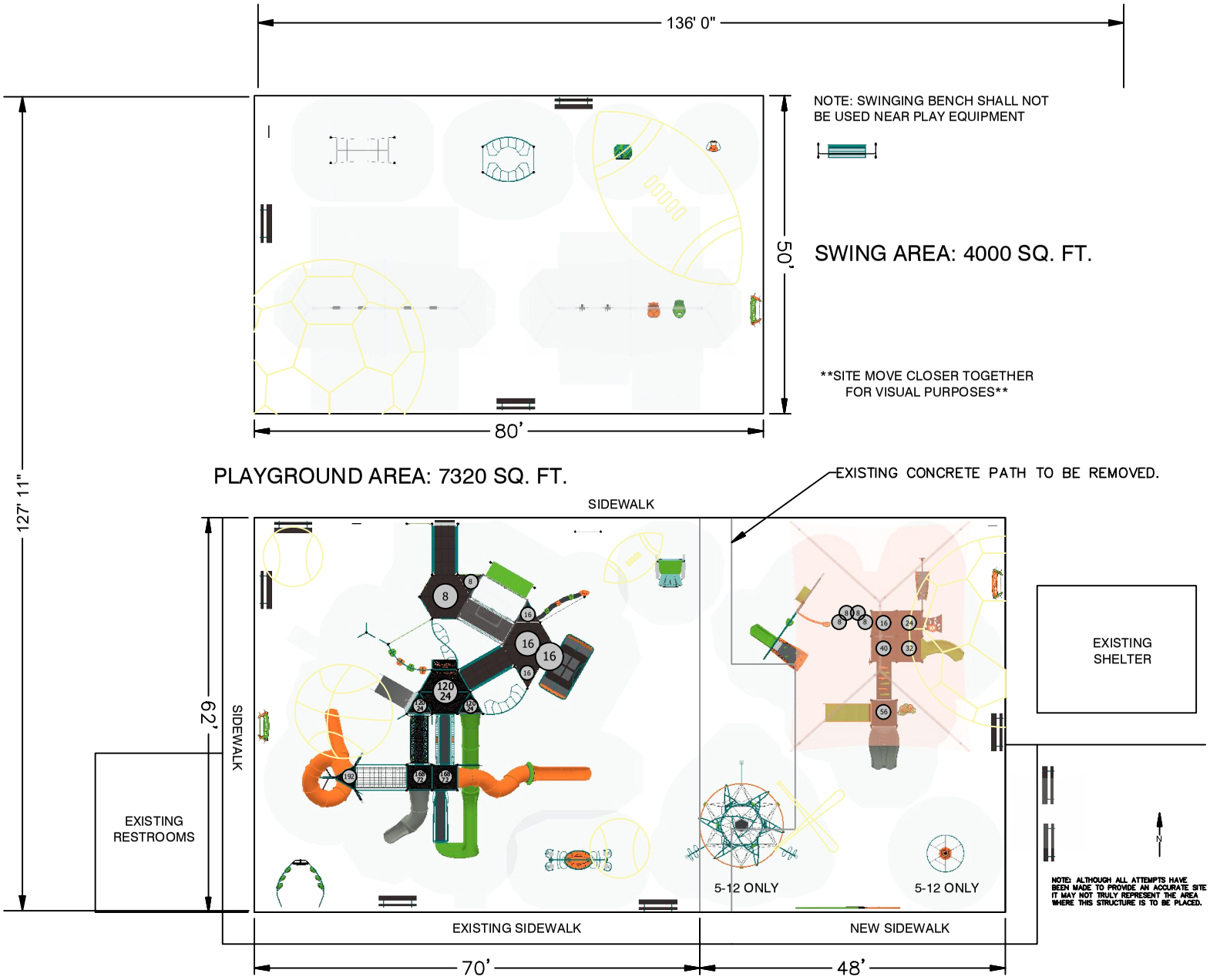
The following is a summary of some of the key elements of our Proposal:

- Project Name: Memorial Park
- Project Number: 907-201046-3
- User Capacity: 430
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 116' 2" x 127' 9"
- Designer: Pa Der Vang

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Memorial Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-201046-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Memorial Park project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



SERIES Nucleus | Burke Basics | Intensity | ShadePlay Max | Fitness

SITE PLAN VIEW

GROUP:
5-12 Structure|2-5 Structure|Fitness|Photo Ops|StemPlay|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

OVERALL BOUNDING OF USE ZONES
Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 127' 11"x136' 0"
POST SIZE(S): 6"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guidel U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

The use and layout of play components identified in this plan conform to the CPSC guides U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 61'2" x 59' 7" x 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

The use and layout of play components identified in this plan conform to the CPSC guides U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 47' 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus | Burke Basics

SITE PLAN VIEW

GROUP:
2-5 Structure

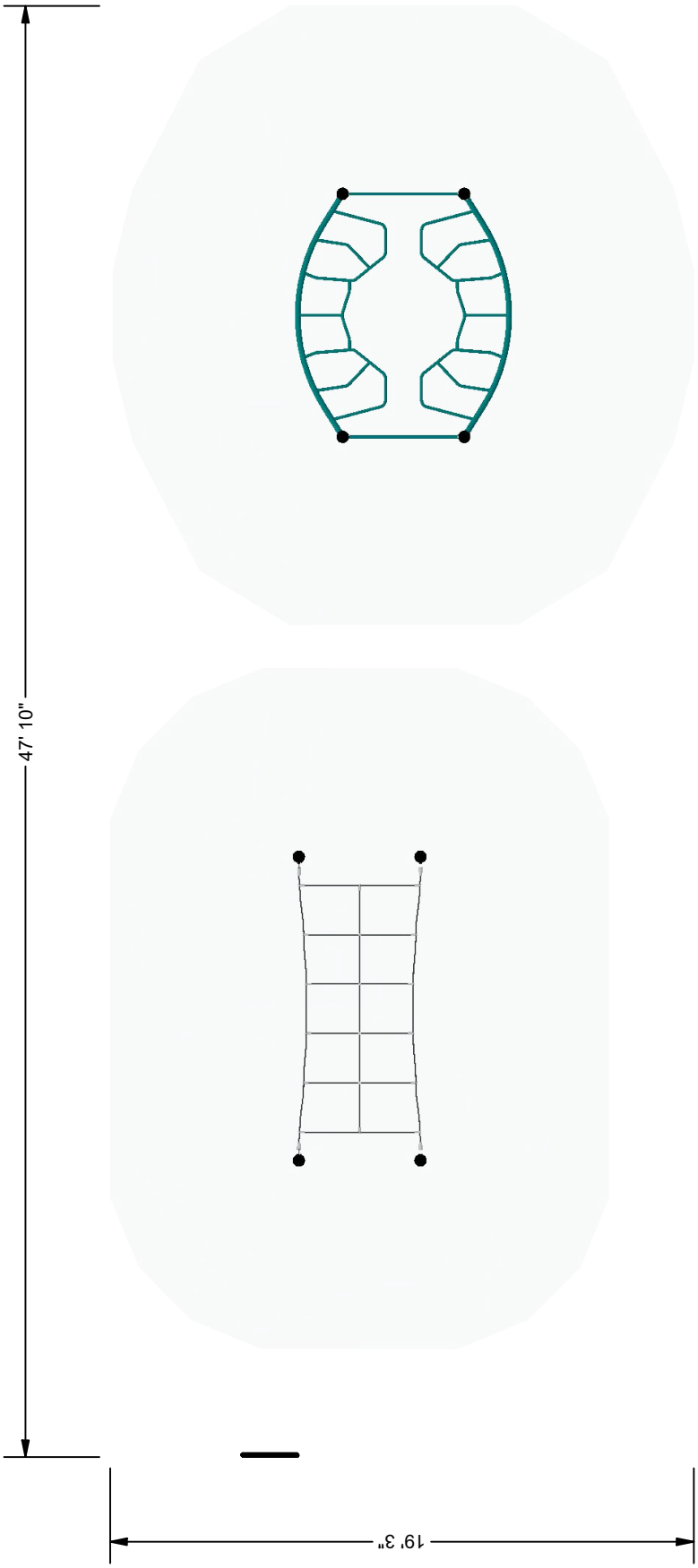
DESIGNED FOR AGES:
2 to 5

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



The use and layout of play components identified in this plan conform to the CPSC guide U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 47' 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Intensity | Nucleus | Fitness | Burke Basics

SITE PLAN VIEW

GROUP:
Fitness

DESIGNED FOR AGES:
5 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

The use and layout of play components identified in this plan conform to the CPSC guide U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 27' 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus

SITE PLAN VIEW

GROUP:
Photo Ops

DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

The use and layout of play components identified in this plan conform to the CPSC guides U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 27' 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics

SITE PLAN VIEW

GROUP:
StemPlay

DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

The use and layout of play components identified in this plan conform to the CPSC guides U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
86	44 / 22	27 / 11	16 / 11	38 / 15	12 / 5

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 17388.6 sq.ft.
Perimeter: 527.7 ft.
STRUCTURE SIZE: 127' 11"x136' 0"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | ShadePlay Max

SITE PLAN VIEW

GROUP:
Freestanding

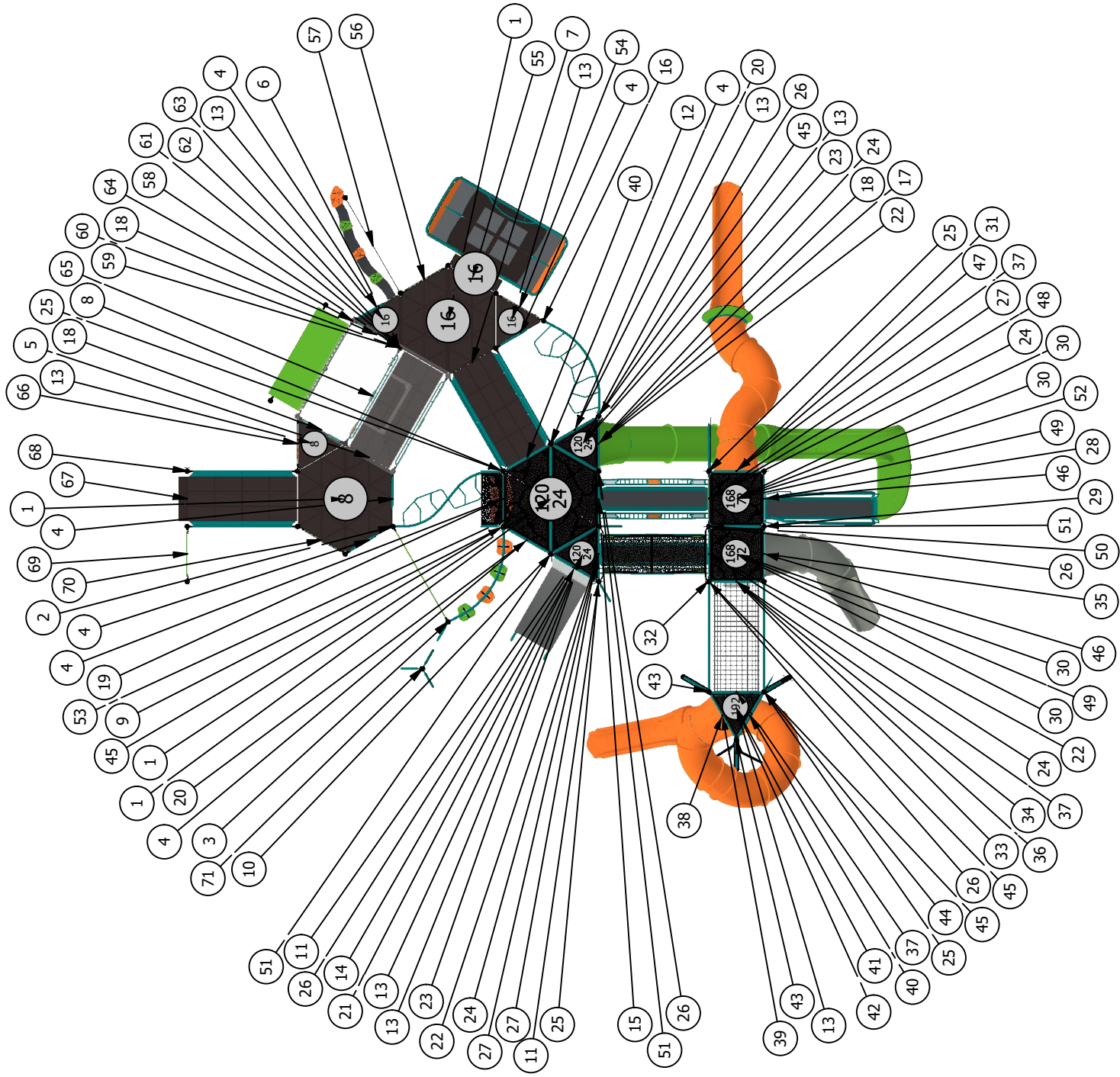
DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

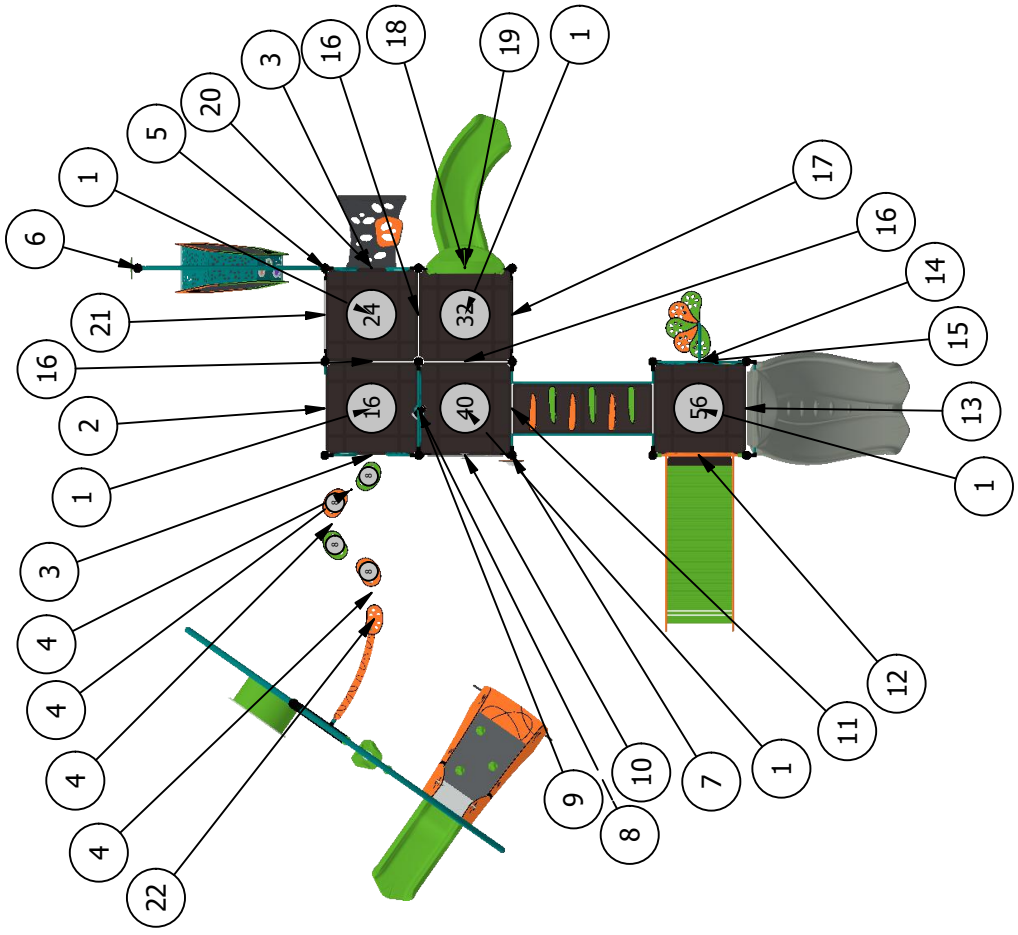
Designer: Pa Der Vang



SERIES	Nucleus | Intensity | Burke Basics	COMPONENT VIEW
GROUP: 5-12 Structure	**Memorial Park**	09/26/2025
DESIGNED FOR AGES: 5 to 12	Wilsonville, OR 97070-7756	**Buell Recreation** **907-201046-3**
	Burke PLAY THAT MOVES YOU.	Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	270-0131	HEXAGONAL PLATFORM SSP
2	370-0033	ODYSSEY POST LINK DOUBLE
3	370-0854	VERTO CLIMBER 1
4	270-0122	EVOLUTION OFFSET ENCLOSURE
5	270-0124	SENSORY RAIL 8" RISE RAMP
6	570-2722	PETALS POST MOUNTED SPINNER
7	270-0011	8' ADAAG RAMP W/GUARDRAIL
8	370-1683	S HORIZONTAL LADDER, NUCLEUS
9	370-0223	PURSUIT CLIMBER 16"-40"
10	570-2723	PINWHEEL POST MOUNTED SPINNER
11	570-0002	ASPIRE MEDIUM WING
12	570-2724	RADIATE POST MOUNTED SPINNER
13	270-0129	TRIANGLE PLATFORM
14	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
15	570-0788	TIC TAC TOE PANEL ASSEMBLY
16	370-1676	STRAIGHT HORIZONTAL LADDER, NUCLEUS
17	370-0087	LEAF CLIMBER 16" - 24"
18	270-0120	EVOLUTION UNITARY ENCLOSURE
19	470-0868	SERENITY SPOT, TO ROOF
20	570-1558	EVOLUTION TALL CURVED TOP BARRIER, RIGHT
21	370-0224	VICTORY CLIMBER
22	570-2714	EVOLUTION 2.5' OPENING BARRIER
23	470-0017	EVOLUTION TRIANGLE APEX ROOF
24	470-0811	EVOLUTION ROOF END PLATE
25	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
26	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
27	370-0209	EVOLUTION 360 INCLUSIVE CLIMBER
28	470-0981	360 LOOP, 10'
29	570-2725	SPOKES POST MOUNTED SPINNER
30	270-0130	SQUARE PLATFORM
31	570-1698	CUSTOM PANEL 73
32	570-2726	WAVES POST MOUNTED SPINNER
33	570-2634	CUSTOM CURVED 41 2 SIDED
34	570-0701	CUSTOM PANEL 56 WITH COUNTER
35	470-0105	COBRA SLIDE CURVED 72"
36	370-1663	ROPE TUNNEL
37	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
38	470-0131	ASPIRE COBRA 192"
39	570-0007	EVOLUTION 4' OPENING BARRIER
40	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
41	670-0006	ASPIRE TRIPOD CONNECTOR
42	470-0018	EVOLUTION TRIANGLE BASE ROOF
43	570-0003	ASPIRE LARGE WING
44	570-0001	ASPIRE SMALL WING
45	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
46	570-1546	EVOLUTION TALL BARRIER
47	470-0357	COBRA SLIDE FUSION "S" LEFT 168"
48	570-1545	EVOLUTION 6' OPENING BARRIER
49	470-0015	EVOLUTION SQUARE ROOF
50	470-0016	EVOLUTION 360 INCLUSIVE CLIMBER ENCLOSURE
51	470-0010	EVOLUTION MIDDLE ROOF SUPPORT
52	470-0976	NICHE CAPSULE™ NANO, 72"
53	470-0014	EVOLUTION HEX ROOF
54	570-2666	CAR PANEL
55	560-2786	AVEC GLIDER
56	570-0811	BRAILLE PANEL
57	370-0097	PATHWAY LINK, DECK TO POST,RIGHT
58	570-0120	RAINDROPS SENSORY EVENT, TOP
59	570-0124	GROOVY SENSORY EVENT, MIDDLE
60	570-0119	MELODY SENSORY EVENT, LOWER
61	570-0114	HYPNO SENSORY EVENT, TOP
62	570-0127	GRASS SENSORY EVENT, MIDDLE
63	570-0109	CHROMA SENSORY EVENT, LOWER
64	350-1782	CSTM GENERAL STORE FRONT W/O PLATFORM
65	470-0372	STEEL QUAD ROOF WITH CUPOLA
66	570-2712	HIDE THE NUMBERS 2-SIDED PLAYPANEL
67	270-0015	8' ADAAG ENTRANCE RAMP W/GUARDRAIL
68	570-2721	DOTS POST MOUNTED SPINNER
69	570-2636	FULL COLOR CUSTOM CURVED 41 36 X 31 BELOW PLATFORM
70	570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL
71	370-0851	VERTO CLIMBER 3 FS

ITEM	COMP.	DESCRIPTION
1	270-0130	SQUARE PLATFORM
2	370-0016	GRAB BAR ASSEMBLY
3	270-0120	EVOLUTION UNITARY ENCLOSURE
4	580-1364	LIL NOVO BEAN STEP
5	470-0979	NICHE CAPSULE
6	570-2749	SWING SINGLE POST ACTIVITY
7	570-2747	SMILE SINGLE POST ACTIVITY
8	570-0130	EVOLUTION BARRIER W/ KALEIDOSCOPE
9	270-0294	24" ABSTRACT PLATFORM OFFSET BARRIER
10	570-1864	GEAR PANEL
11	370-0210	TERREX CLIMBER
12	470-0756	ROLLER SLIDE 48"-56"
13	470-0755	LUGE SLIDE, 48"-56"
14	370-1672	PETAL STEP CLIMBER 56"
15	270-0121	EVOLUTION STANCHION
16	270-0009	8" CLOSURE PLATE, ELLIPSE
17	570-1697	CUSTOM PANEL 65
18	470-0802	MONACO SLIDE, 32"-40"
19	470-0967	SLIDE HOOD, LOW SIDE WALL
20	370-1742	PATHWAY CLIMBER, 24"-32"
21	570-2634	CUSTOM CURVED 41 2 SIDED
22	560-2718	LEVEL X LAUNCH



SERIES Nucleus | Burke Basics

COMPONENT VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

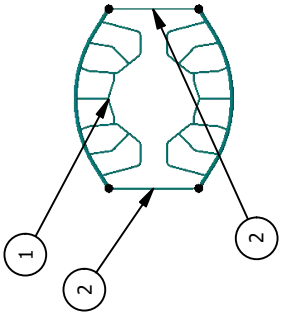
Memorial Park
Wilsonville, OR 97070-7756

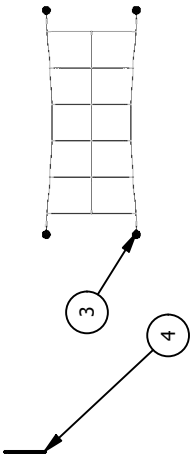
09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	370-1684	ROUND-A-BOUT, NUCLEUS
2	370-0247	END RUNGS
3	370-1613	TWINKLE TOES
4	580-1302	FS SIGN, CUSTOM/CUSTOM





SERIES Intensity | Nucleus | Fitness | Burke Basics

COMPONENT VIEW

GROUP:
Fitness

DESIGNED FOR AGES:
5 to 12

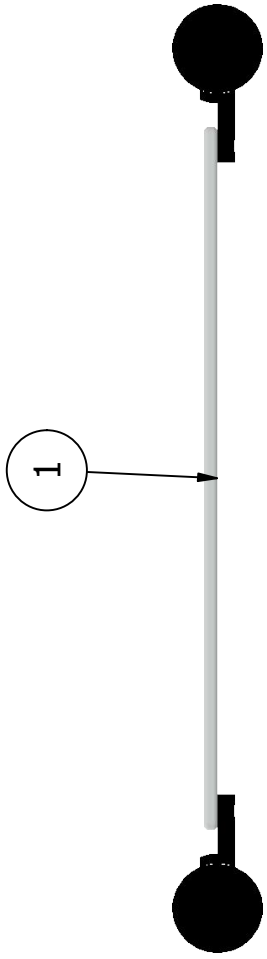
Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	570-0849	CUSTOM PHOTO PANEL 57



SERIES Nucleus

COMPONENT VIEW

GROUP:
Photo Ops

DESIGNED FOR AGES:
2 to 12

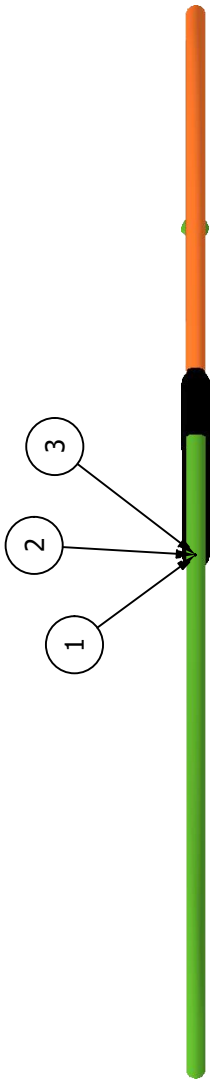
Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	560-1703	STEMPLAY SHORT ACTIVITY FRAME
2	560-2685	STEMPLAY MOMENTUM
3	560-2690	STEMPLAY ORBIT



SERIES Burke Basics

COMPONENT VIEW

GROUP:
StemPlay

DESIGNED FOR AGES:
2 to 12

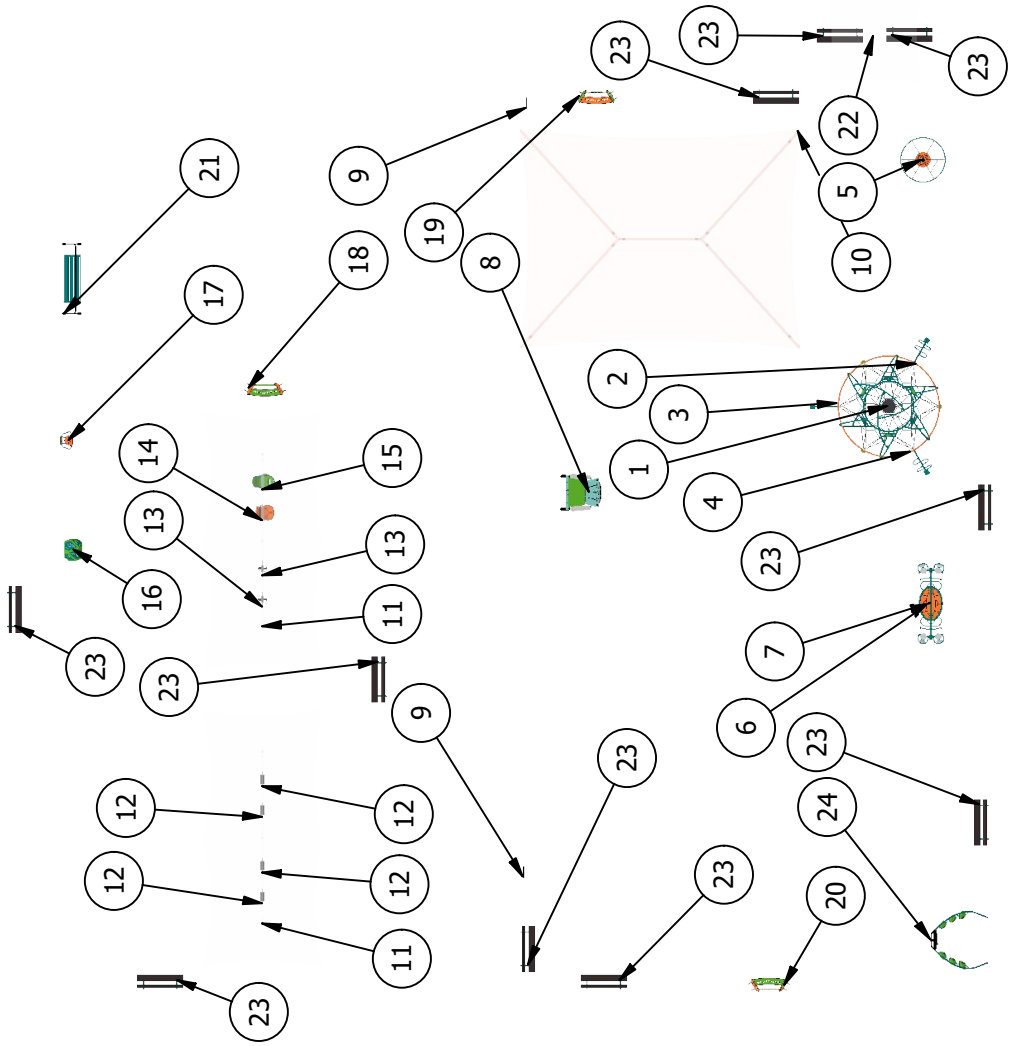
Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	560-2587	ROPEVENTURE REVOLV
2	560-2598	REVOLV ATTACHMENT CLIMBER- CLICKER
3	560-2596	REVOLV ATTACHMENT CLIMBER- HDPE
4	560-2600	REVOLV ATTACHMENT CLIMBER-RAINDROPS
5	560-2610	SPINETIC W/ SPEED LIMITER
6	570-2745	ORB ROCKER
7	570-2727	ORB ROCKER FOOTER
8	350-1830	CUSTOM GIANT BURKE CHAIR
9	580-1399	WELCOME SIGN, CUSTOM
10	560-2637	28' X 36' X 12' SHADEPLAY MAX HIP SHADE IN-GROUND
11	550-0210	SHADEPLAY MAX DOUBLE BAY SWING CANOPY 15' X 33'
12	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
13	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
14	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
15	550-0191	KONNECTION SWING
16	560-0073	NIDO SPINNER
17	560-2735	ARO SPINNING CHAIR
18	580-1408	FRIENDSHIP PLAYFUL BENCH
19	580-1409	SENSORY PLAYFUL BENCH
20	580-1411	GAMES PLAYFUL BENCH
21	580-1447	STUDIO COLLECTION 6' SWINGING BENCH, IN-GROUND
22	560-2751	12' X 12' X 10' SHADEPLAY MAXSINGLE POST PYRAMID
23	580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY
24	560-2625	MOVMNT INCLUSIVE, FREESTANDING



SERIES Burke Basics | ShadePlay Max

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

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Designer: Pa Der Vang

SERIES Nucleus | Intensity | Burke Basics		**ELEVATION VIEW**
GROUP: 5-12 Structure **DESIGNED FOR AGES:** 5 to 12	**Memorial Park** Wilsonville, OR 97070-7756 Burke PLAY THAT MOVES YOU.	09/26/2025 **Buell Recreation** **907-201046-3** Designer: Pa Der Vang

SERIES Nucleus | Burke Basics

ELEVATION VIEW

GROUP:
2-5 Structure

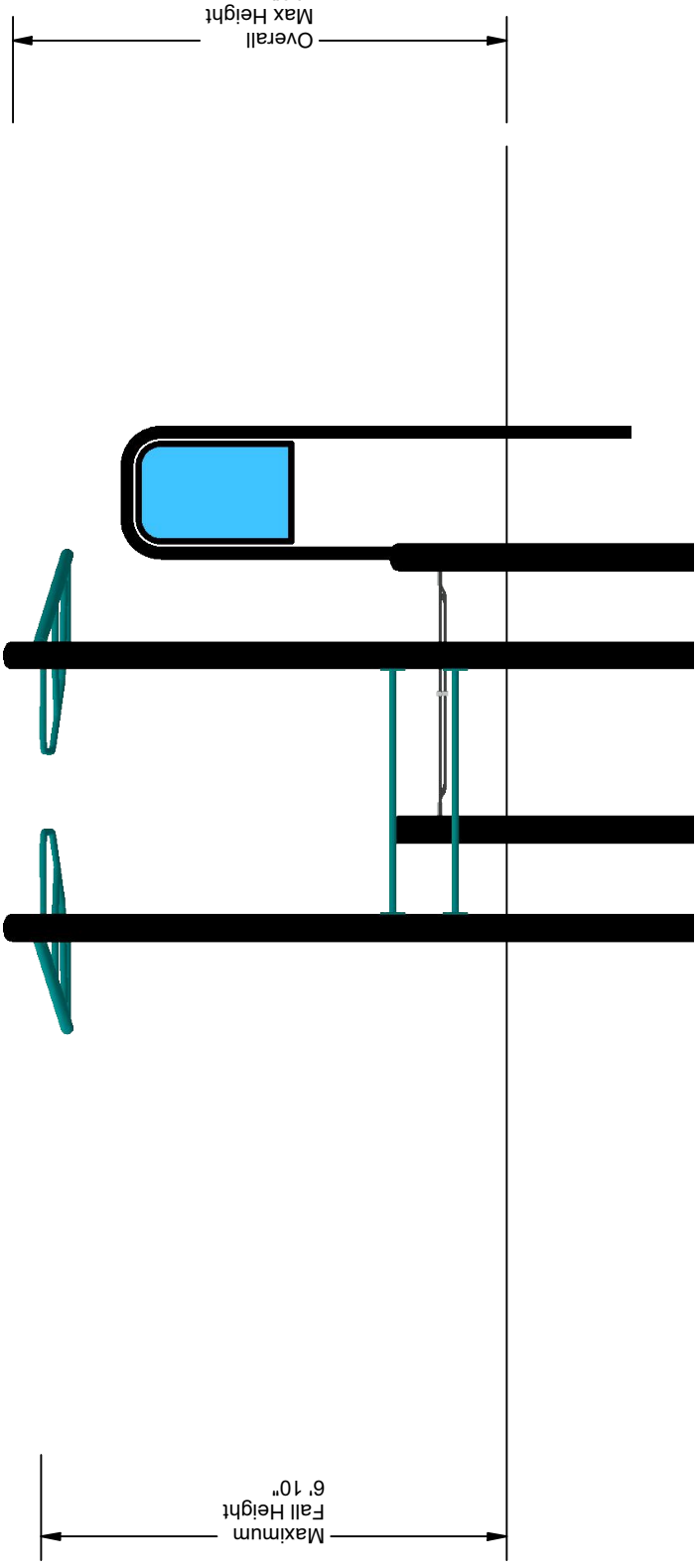
DESIGNED FOR AGES:
2 to 5

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Intensity | Nucleus | Fitness | Burke Basics

ELEVATION VIEW

GROUP:
Fitness

DESIGNED FOR AGES:
5 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

SERIES Nucleus

ELEVATION VIEW

GROUP:
Photo Ops

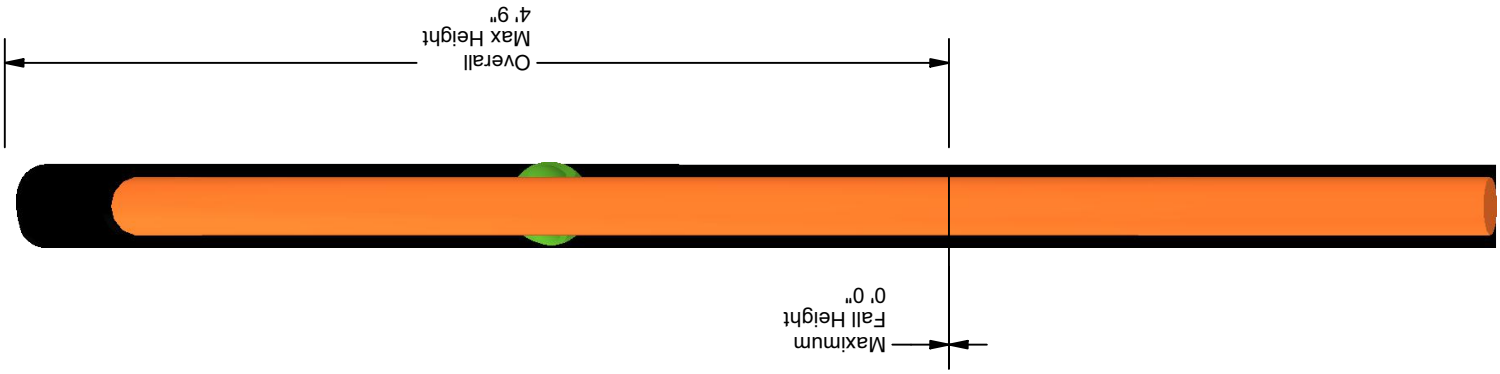
DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Burke Basics

ELEVATION VIEW

GROUP:
StemPlay

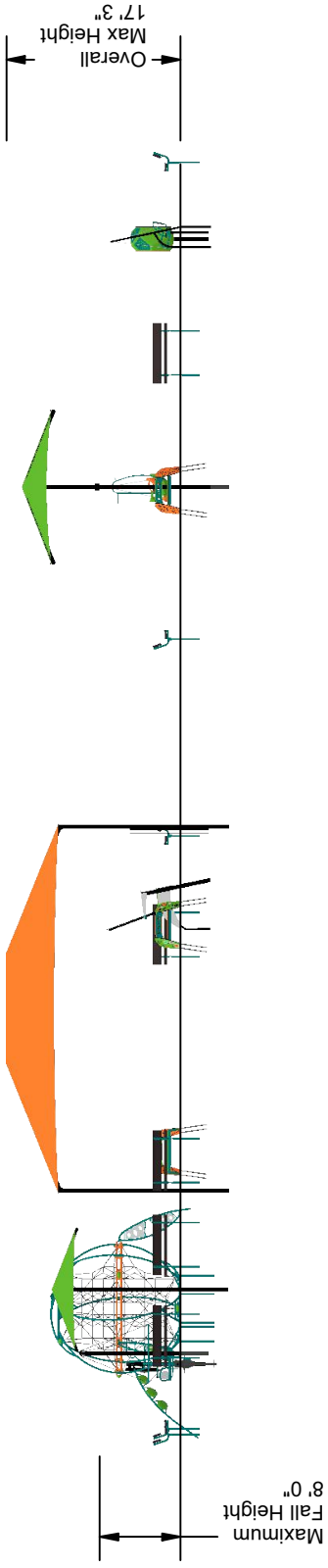
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2 to 12

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Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Burke Basics | ShadePlay Max

ELEVATION VIEW

GROUP:
Freestanding

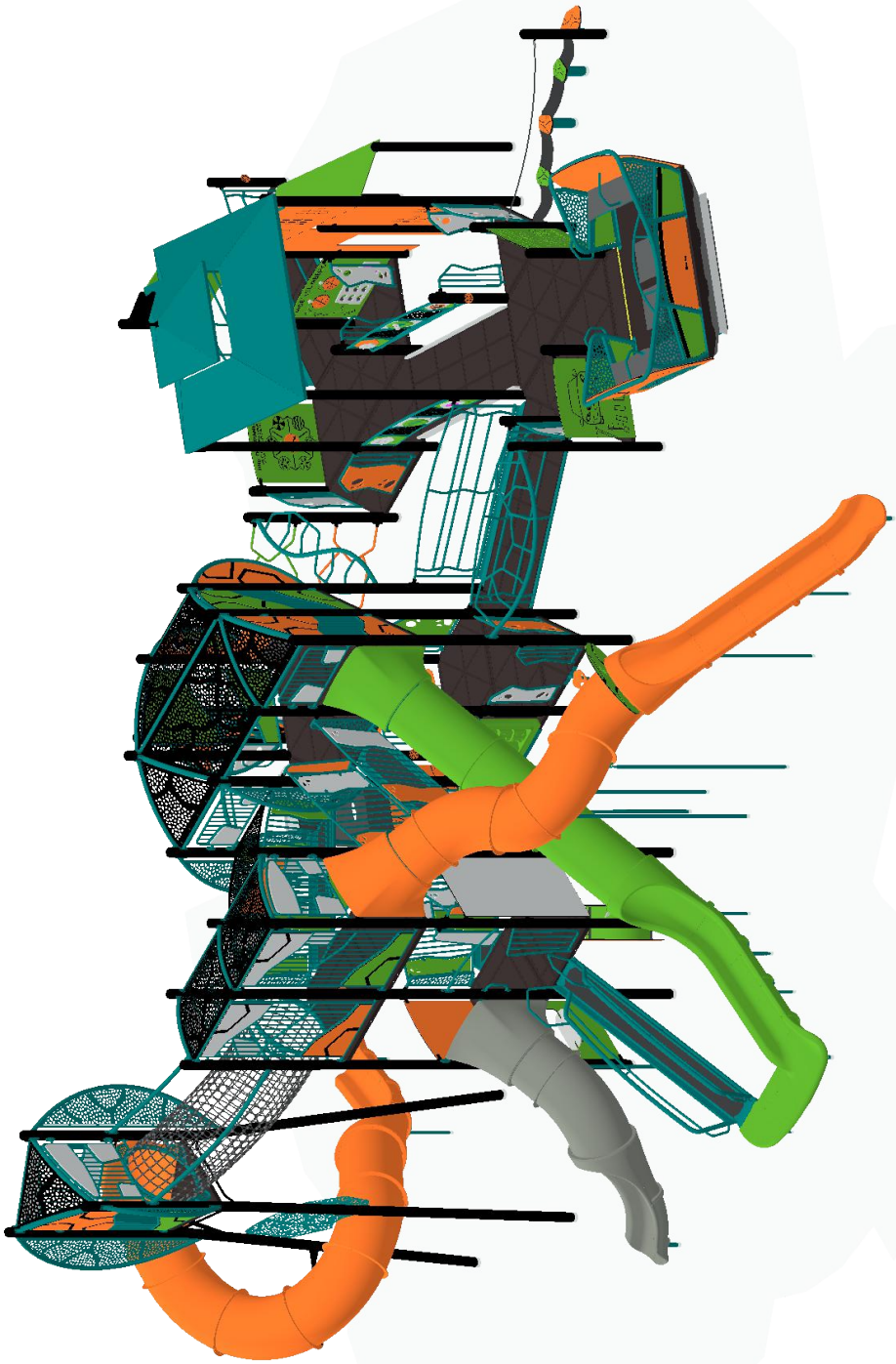
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2 to 12

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Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
5-12 Structure

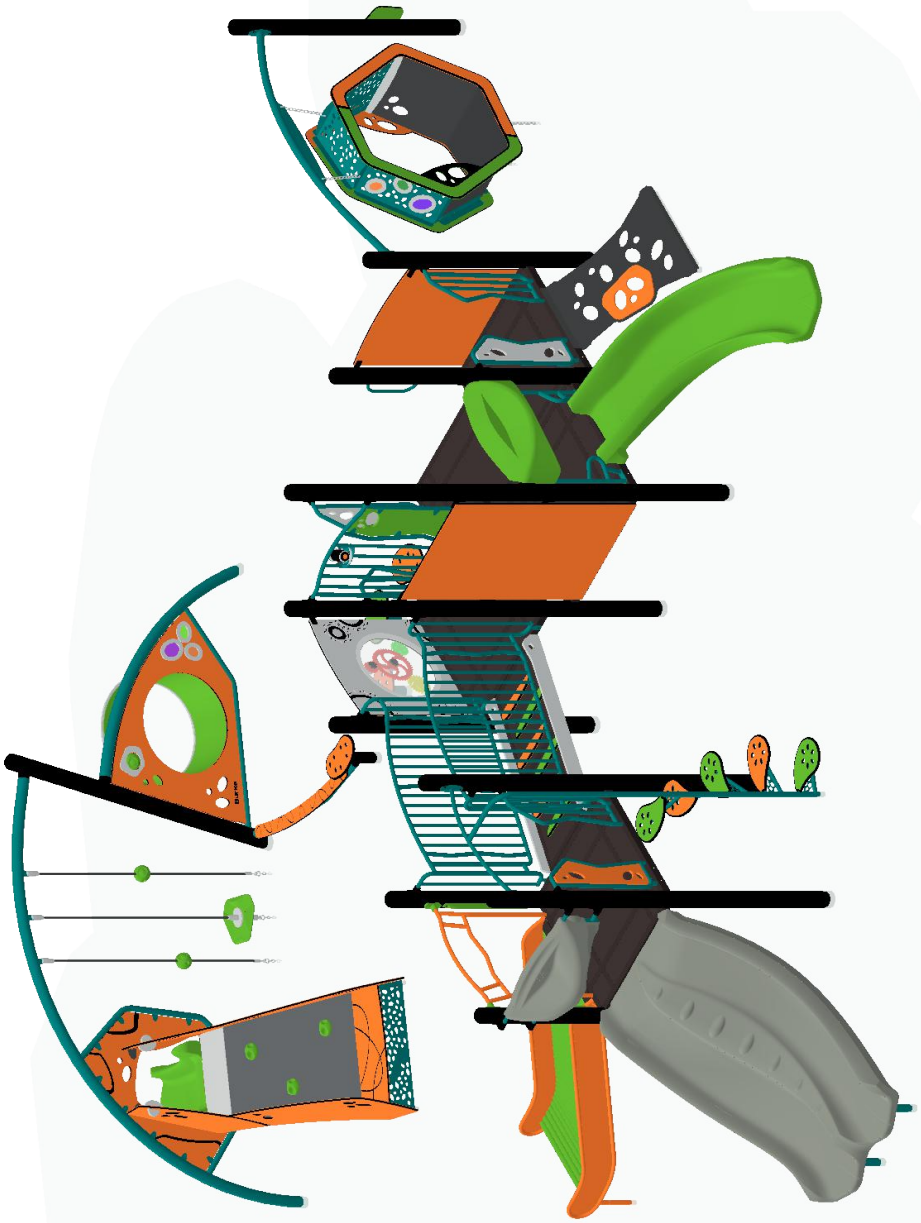
DESIGNED FOR AGES:
5 to 12

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Wilsonville, OR 97070-7756

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Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Nucleus | Burke Basics

ISOMETRIC VIEW

GROUP:
2-5 Structure

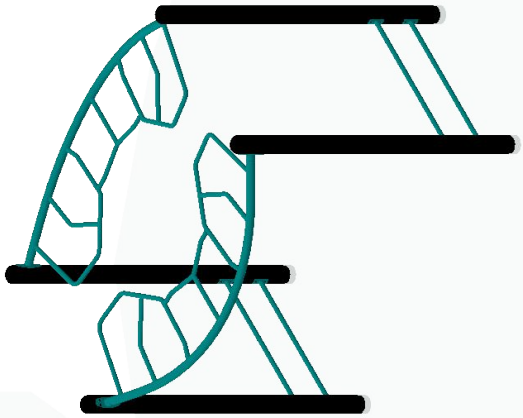
DESIGNED FOR AGES:
2 to 5

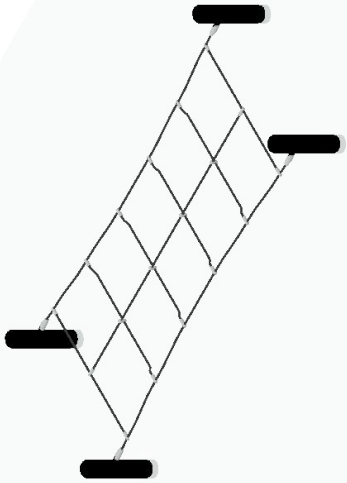
Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

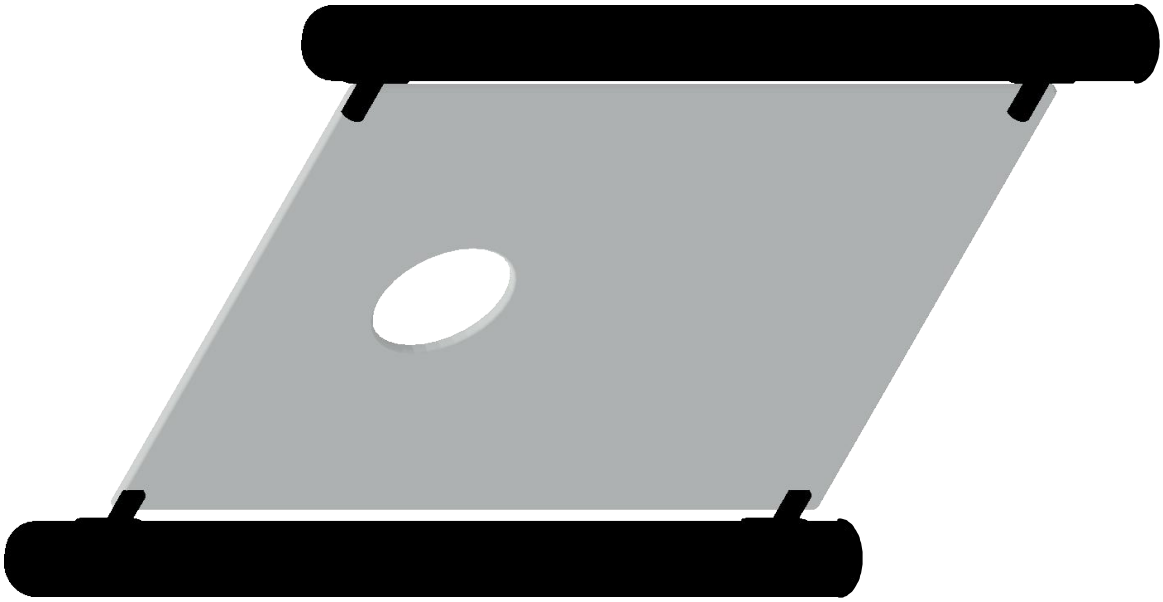
Designer: Pa Der Vang







SERIES	Intensity | Nucleus | Fitness | Burke Basics	ISOMETRIC VIEW
GROUP: Fitness	**Memorial Park**	09/26/2025
DESIGNED FOR AGES: 5 to 12	Wilsonville, OR 97070-7756	**Buell Recreation**
		907-201046-3
		Designer: Pa Der Vang



SERIES Nucleus

ISOMETRIC VIEW

GROUP:
Photo Ops

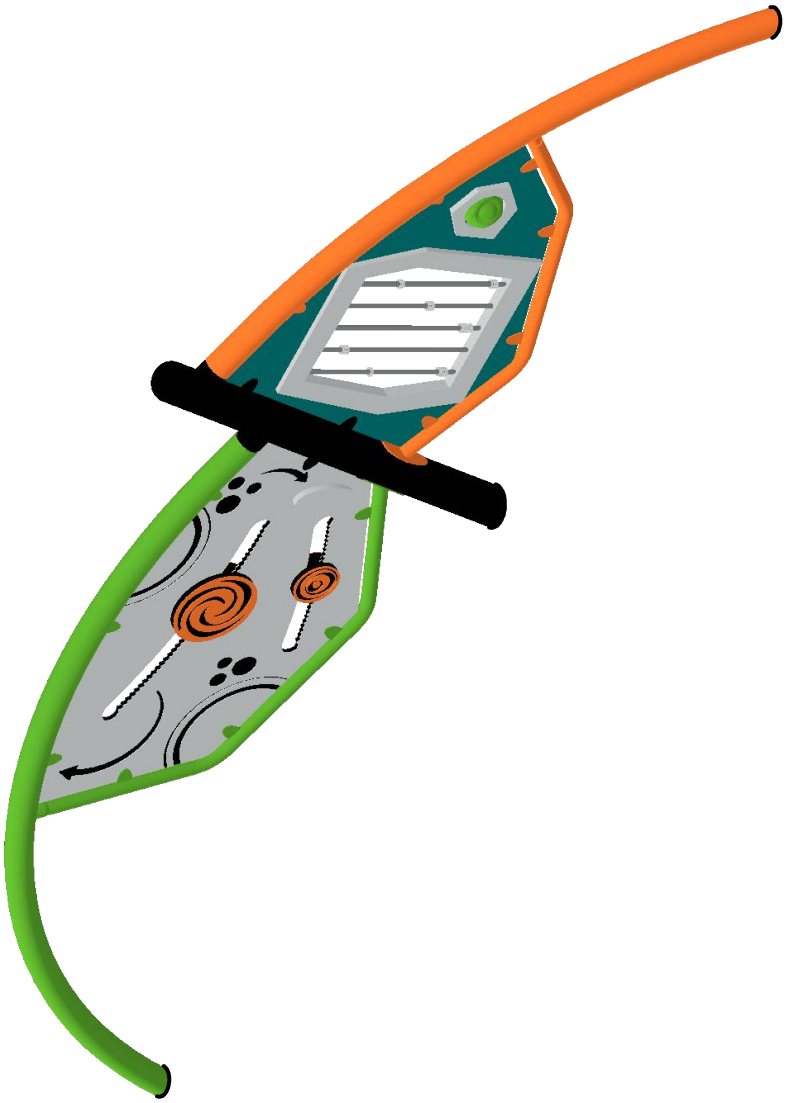
DESIGNED FOR AGES:
2 to 12

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Wilsonville, OR 97070-7756

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Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Burke Basics

ISOMETRIC VIEW

GROUP:
StemPlay

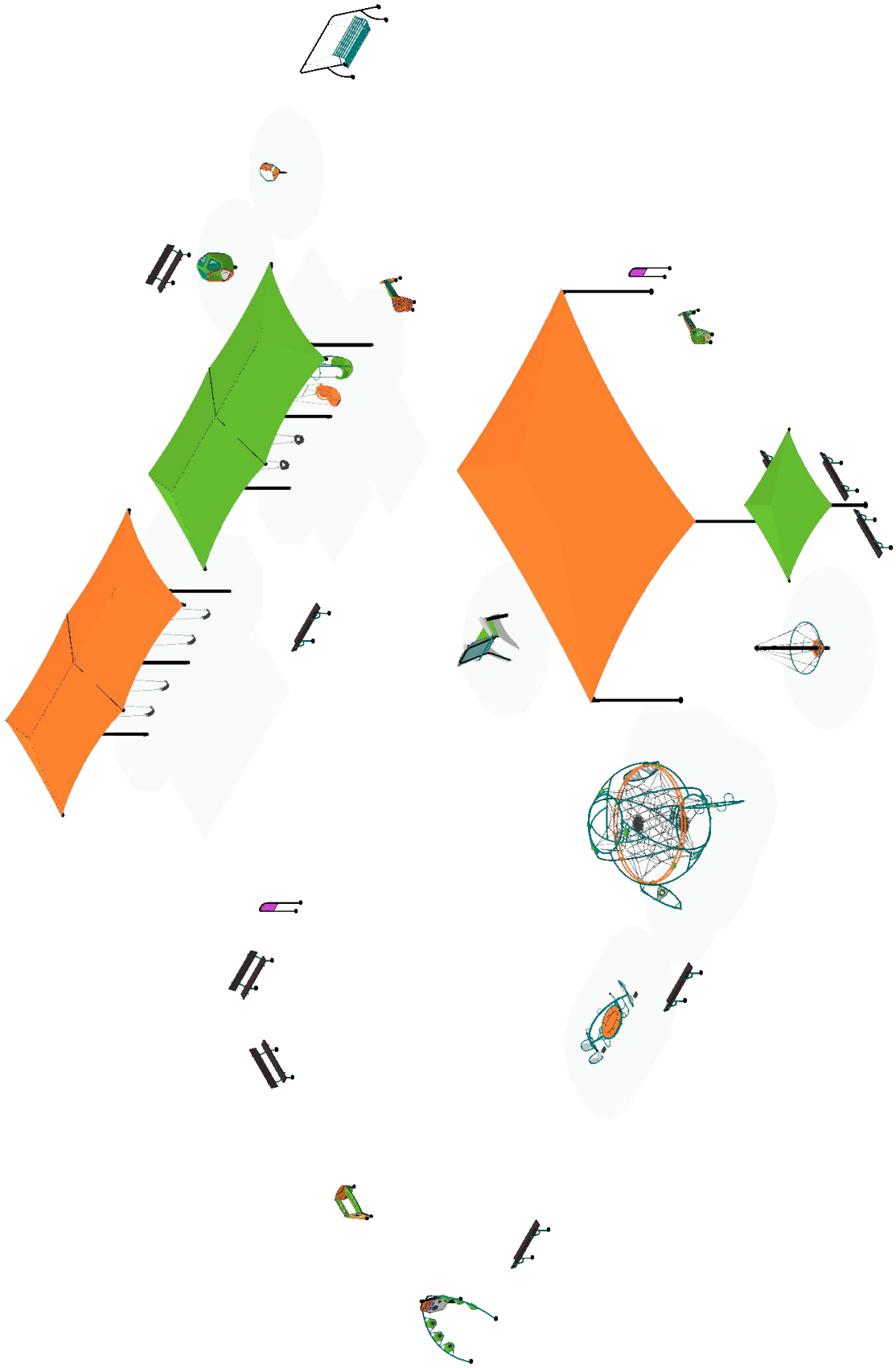
DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang



SERIES Burke Basics | ShadePlay Max

ISOMETRIC VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Memorial Park
Wilsonville, OR 97070-7756

09/26/2025

Buell Recreation
907-201046-3

Designer: Pa Der Vang

PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

5-12 Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-2766	AVEC GLIDER	1	7	7	1,249	1,249

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-0851	VERTO CLIMBER 3 FS	1	3	3	103	103
370-0854	VERTO CLIMBER 1	1	1	1	35	35
370-1676	STRAIGHT HORIZONTAL LADDER, NUCLEUS	1	6	6	58	58
370-1683	S HORIZONTAL LADDER, NUCLEUS	1	6	6	56	56

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-112C	5" OD X 112" CAPPED POST	2	0	0	59	118
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-120C	5" OD X 120" CAPPED POST	2	0	0	63	126
072-0500-136C	5" OD X 136" CAPPED POST	1	0	0	71	71
072-0500-144C	5" OD X 144" CAPPED POST	1	0	0	76	76
072-0500-76C	5" OD X 76" CAPPED POST	1	0	0	40	40
072-0500-80C	5" OD X 80" CAPPED POST	3	0	0	42	126
072-0500-84C	5" OD X 84" CAPPED POST	4	0	0	44	176
072-0500-92C	5" OD X 92" CAPPED POST	5	0	0	48	240
072-0502-176S	5" OD X 176" SWAGED POST	5	0	0	92	460
072-0502-188S	5" OD X 188" SWAGED POST	5	0	0	99	495
072-0502-212S	5" OD X 212" SWAGED POST	2	0	0	111	222
072-0502-216S	5" OD X 216" SWAGED POST	3	0	0	113	339
072-0502-220S	5" OD X 220" SWAGED POST	6	0	0	115	690
072-5503-100T	5" OD X 100" TOP ALUMINUM CAPPED POST	2	0	0	20	40
072-5503-40T	5" OD X 40" TOP ALUMINUM CAPPED POST	2	0	0	9	18
072-5503-48T	5" OD X 48" TOP ALUMINUM CAPPED	5	0	0	10	50

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
	POST					
072-5503-60T	5" OD X 60" TOP ALUMINUM CAPPED POST	1	0	0	13	13
072-5503-64T	5" OD X 64" TOP ALUMINUM CAPPED POST	3	0	0	13	39
072-5503-80T	5" OD X 80" TOP ALUMINUM CAPPED POST	3	0	0	16	48
072-5503-88T	5" OD X 88" TOP ALUMINUM CAPPED POST	1	0	0	18	18
270-0011	8' ADAAG RAMP W/GUARDRAIL	1	12	12	407	407
270-0015	8' ADAAG ENTRANCE RAMP W/ GUARDRAIL	1	12	12	439	439
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0122	EVOLUTION OFFSET ENCLOSURE	7	0	0	34	238
270-0124	SENSORY RAIL 8" RISE RAMP	1	21	21	406	406
270-0129	TRIANGLE PLATFORM	8	2	16	48	384
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	4	12	48	287	1,148
350-1782	CSTM GENERAL STORE FRONT W/O PLATFORM	1	0	0	447	447
370-0087	LEAF CLIMBER 16" - 24"	1	2	2	25	25
370-0097	PATHWAY LINK, DECK TO POST,RIGHT	1	9	9	144	144
370-0209	EVOLUTION 360 INCLUSIVE CLIMBER	3	11	33	484	1,452
370-0223	PURSUIT CLIMBER 16"-40"	1	4	4	127	127
370-0224	VICTORY CLIMBER	1	1	1	328	328
370-1663	ROPE TUNNEL	1	0	0	311	311
470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE	5	0	0	13	65
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	4	0	0	16	64
470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT	4	0	0	16	64
470-0010	EVOLUTION MIDDLE ROOF SUPPORT	3	0	0	18	54
470-0014	EVOLUTION HEX ROOF	1	0	0	145	145
470-0015	EVOLUTION SQUARE ROOF	2	0	0	42	84
470-0016	EVOLUTION 360 INCLUSIVE CLIMBER ENCLOSURE	1	0	0	81	81
470-0017	EVOLUTION TRIANGLE APEX ROOF	2	0	0	21	42
470-0018	EVOLUTION TRIANGLE BASE ROOF	1	0	0	19	19
470-0105	COBRA SLIDE CURVED 72"	1	2	2	203	203
470-0131	ASPIRE COBRA 192"	1	3	3	576	576
470-0357	COBRA SLIDE FUSION "S" LEFT 168"	1	3	3	463	463
470-0372	STEEL QUAD ROOF WITH CUPOLA	1	0	0	296	296
470-0811	EVOLUTION ROOF END PLATE	4	0	0	12	48
470-0868	SERENITY SPOT, TO ROOF	1	2	2	292	292
470-0976	NICHE CAPSULE™ NANO, 72"	1	2	2	112	112
470-0981	360 LOOP, 10'	1	8	8	751	751

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
570-0001	ASPIRE SMALL WING	1	0	0	33	33
570-0002	ASPIRE MEDIUM WING	2	0	0	43	86
570-0003	ASPIRE LARGE WING	2	0	0	66	132
570-0007	EVOLUTION 4' OPENING BARRIER	1	0	0	68	68
570-0109	CHROMA SENSORY EVENT, LOWER	1	0	0	13	13
570-0114	HYPNO SENSORY EVENT, TOP	1	0	0	19	19
570-0119	MELODY SENSORY EVENT, LOWER	1	0	0	19	19
570-0120	RAINDROPS SENSORY EVENT, TOP	1	0	0	23	23
570-0124	GROOVY SENSORY EVENT, MIDDLE	1	0	0	26	26
570-0127	GRASS SENSORY EVENT, MIDDLE	1	0	0	16	16
570-0701	CUSTOM PANEL 56 WITH COUNTER	1	4	4	76	76
570-0788	TIC TAC TOE PANEL ASSEMBLY	1	4	4	55	55
570-0811	BRAILLE PANEL	1	4	4	55	55
570-1544	EVOLUTION SHORT CURVED TOP BARRIER	3	0	0	50	150
570-1545	EVOLUTION 6' OPENING BARRIER	1	0	0	78	78
570-1546	EVOLUTION TALL BARRIER	2	0	0	78	156
570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT	2	0	0	114	228
570-1558	EVOLUTION TALL CURVED TOP BARRIER, RIGHT	2	0	0	114	228
570-1698	CUSTOM PANEL 73	1	1	1	85	85
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
570-2634	CUSTOM CURVED 41 2 SIDED	1	1	1	48	48
570-2636	FULL COLOR CUSTOM CURVED 41 36 X 31 BELOW PLATFORM	1	0	0	49	49
570-2666	CAR PANEL	1	2	2	53	53
570-2712	HIDE THE NUMBERS 2-SIDED PLAYPANEL	1	2	2	70	70
570-2714	EVOLUTION 2.5' OPENING BARRIER	3	0	0	37	111
570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL	1	2	2	53	53
570-2721	DOTS POST MOUNTED SPINNER	1	1	1	1	1
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	1	1
570-2723	PINWHEEL POST MOUNTED SPINNER	1	1	1	1	1
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	1	1
570-2725	SPOKES POST MOUNTED SPINNER	1	1	1	1	1
570-2726	WAVES POST MOUNTED SPINNER	1	1	1	1	1
670-0006	ASPIRE TRIPOD CONNECTOR	1	0	0	39	39
670-0427	5" OD X 11 GA POST EXTENSION	17	0	0	10	170

2-5 Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-2718	LEVEL X LAUNCH	1	10	10	817	817
580-1364	LIL NOVO BEAN STEP	4	1	4	28	112

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-108C	5" OD X 108" CAPPED POST	1	0	0	57	57
072-0500-112C	5" OD X 112" CAPPED POST	2	0	0	59	118
072-0500-116C	5" OD X 116" CAPPED POST	2	0	0	61	122
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-132C	5" OD X 132" CAPPED POST	3	0	0	69	207
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-152C	5" OD X 152" CAPPED POST	2	0	0	80	160
072-0500-92C	5" OD X 92" CAPPED POST	1	0	0	48	48
270-0009	8" CLOSURE PLATE, ELLIPSE	3	0	0	8	24
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0121	EVOLUTION STANCHION	1	0	0	43	43
270-0130	SQUARE PLATFORM	5	6	30	106	530
270-0294	24" ABSTRACT PLATFORM OFFSET BARRIER	1	0	0	35	35
370-0016	GRAB BAR ASSEMBLY	1	0	0	6	6
370-0210	TERREX CLIMBER	1	12	12	326	326
370-1672	PETAL STEP CLIMBER 56"	1	4	4	56	56
370-1742	PATHWAY CLIMBER, 24"-32"	1	1	1	84	84
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
470-0802	MONACO SLIDE, 32"-40"	1	2	2	71	71
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
470-0979	NICHE CAPSULE	1	4	4	206	206
570-0130	EVOLUTION BARRIER W/ KALEIDOSCOPE	1	1	1	64	64
570-1697	CUSTOM PANEL 65	1	1	1	77	77
570-1864	GEAR PANEL	1	4	4	50	50
570-2634	CUSTOM CURVED 41 2 SIDED	1	1	1	48	48
570-2747	SMILE SINGLE POST ACTIVITY	1	1	1	5	5
570-2749	SWING SINGLE POST ACTIVITY	1	1	1	4	4

Fitness

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
580-1302	FS SIGN, CUSTOM/CUSTOM	1	0	0	44	44

Fitness

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-1613	TWINKLE TOES	1	1	1	23	23

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-1684	ROUND-A-BOUT, NUCLEUS	1	12	12	115	115

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-120C	5" OD X 120" CAPPED POST	4	0	0	63	252
072-0500-52C	5" OD X 52" CAPPED POST	4	0	0	28	112
370-0247	END RUNGS	2	1	2	10	20

Photo Ops

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-96C	5" OD X 96" CAPPED POST	2	0	0	51	102
570-0849	CUSTOM PHOTO PANEL 57	1	2	2	73	73

StemPlay

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-1703	STEMPLAY SHORT ACTIVITY FRAME	1	0	0	176	176
560-2685	STEMPLAY MOMENTUM	1	4	4	35	35
560-2690	STEMPLAY ORBIT	1	3	3	92	92

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
350-1830	CUSTOM GIANT BURKE CHAIR	1	4	4	318	318
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	2	1	2	12	24
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	4	1	4	10	40
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
550-0191	KONNECTION SWING	1	2	2	64	64
560-0073	NIDO SPINNER	1	2	2	185	185
560-2587	ROPEVENTURE REVOLV	1	18	18	2,059	2,059
560-2596	REVOLV ATTACHMENT CLIMBER- HDPE	1	2	2	73	73
560-2598	REVOLV ATTACHMENT CLIMBER-CLICKER	1	2	2	80	80
560-2600	REVOLV ATTACHMENT CLIMBER-RAINDROPS	1	2	2	76	76
560-2610	SPINETIC W/ SPEED LIMITER	1	8	8	266	266
560-2625	MOVMNT INCLUSIVE, FREESTANDING	1	2	2	328	328
560-2735	ARO SPINNING CHAIR	1	1	1	42	42
570-2727	ORB ROCKER FOOTER	1	0	0	93	93
570-2745	ORB ROCKER	1	8	8	541	541
580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY	10	0	0	119	1,190
580-1399	WELCOME SIGN, CUSTOM	2	0	0	45	90
580-1408	FRIENDSHIP PLAYFUL BENCH	1	2	2	111	111
580-1409	SENSORY PLAYFUL BENCH	1	2	2	152	152
580-1411	GAMES PLAYFUL BENCH	1	2	2	115	115
580-1447	STUDIO COLLECTION 6' SWINGING BENCH, IN-GROUND	1	2	2	254	254

ShadePlay Max

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0210	SHADEPLAY MAX DOUBLE BAY SWING CANOPY 15' X 33'	2	0	0	1,569	3,137
560-2637	28' X 36' X 12' SHADEPLAY MAX HIP SHADE IN-GROUND	1	0	0	1,614	1,614
560-2751	12' X 12' X 10' SHADEPLAY MAXSINGLE POST PYRAMID	1	0	0	358	358

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | Default Color Option

GROUP 1 (5-12 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 2 (2-5 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 3 (Fitness)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 4 (Photo Ops)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime

GROUP 4 (Photo Ops)

Site Amenities:	Brown

GROUP 5 (StemPlay)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 6 (Freestanding)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

GROUP 1 (5-12 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 2 (2-5 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 3 (Fitness)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 4 (Photo Ops)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime

GROUP 4 (Photo Ops)

Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 5 (StemPlay)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 6 (Freestanding)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

GROUP 1 (5-12 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 2 (2-5 Structure)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 3 (Fitness)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 4 (Photo Ops)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime

GROUP 4 (Photo Ops)

Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 5 (StemPlay)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 6 (Freestanding)

Accessory:	Aqua
HDPE 1 Color:	Gray
HDPE 2 Color:	Orange-Black-Orange
Platform:	Brown
Post:	Black
Rotomold Plastic:	Lime
Shade Canopy:	Lime
Site Amenities:	Brown

PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

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Platform:	Brown
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GROUP 4 (Photo Ops)

Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 5 (StemPlay)

Accessory:	Aqua
HDPE 1 Color:	Gray
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Platform:	Brown
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Site Amenities:	Brown

GROUP 6 (Freestanding)

Accessory:	Aqua
HDPE 1 Color:	Gray
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PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

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GROUP 4 (Photo Ops)

Shade Canopy:	Lime
Site Amenities:	Brown

GROUP 5 (StemPlay)

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GROUP 6 (Freestanding)

Accessory:	Aqua
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PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

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PROPOSAL 907-201046-3 | 9/26/2025 | 2025 PRICING

COLOR SELECTION LIST | ChameleonBalanced

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Shade Canopy:	Lime
Site Amenities:	Brown

Buell Recreation LLC
7327 SW Barnes Rd #601
Portland, OR 97225 USA
+15039221650
admin@buellrecreation.com

Quote

ADDRESS	SHIP TO
City of Wilsonville 30000 SW Town Center Lp E Wilsonville, OR 97070	Memorial Park 7965 SW Wilsonville Rd Wilsonville, OR 97070

QUOTE #	DATE	EXPIRATION DATE
G25-0417B	10/09/2025	11/09/2025

PROJECT
Memorial Park

SALES REPRESENTATIVE
Kati Radziwon

ACTIVITY	QTY	RATE	AMOUNT
Play Structure BCI Burke Structure per proposal #907-201046-3	1	530,877.00	530,877.00
Move With Us Grant 100% Matching Grant towards the purchase of a Nucleus or Intensity Structure. *Please note: To receive the discount, the order must be placed on or before November 21st, 2025 and must ship by December 19th, 2025. Cannot be combined with any other discount, offer or promotion. Full payment must be received with purchase order.	1	-169,538.00	-169,538.00
NPPGov Discount NPPGov Contract Discount. Includes additional special pricing	1	-28,912.20	-28,912.20
Custom Cut Fee Custom Cut Fee	1	500.00	500.00
Freight Shipping	1	25,337.00	25,337.00
Demo -Demolition and removal of existing play equipment and associated footings (includes swing area) -Demolition and removal of existing rubber tiles in large play area -Demolition and removal of existing sub base (assuming it is 3/4"-0 gravel) -Demolition and removal of grass/soil/concrete curbing in swing area (removal of two side of containment curbing) -Demolition and removal of concrete walk at east side of large are and excavate and remove grass/soil to a depth of 12" for new playground installation -Demolition and removal of abated septic tank (if not previously abated, more costs will be handled via Change order)	1	71,178.00	71,178.00
Site Preparation -Form and pour new walks (broom finish, no shine, 6' wide at swings x 45' long) 79' x 5' at large play area added (broomed no shine edges) Includes sub surface prep -Form and pour new curbing as needed for containment -Demo existing concrete walk (60sf) and curb (40lf)	1	93,719.00	93,719.00

ACTIVITY	QTY	RATE	T
-Install new ADA ramp off existing concrete (broom finish), curb to be removed or chipped down so that the edge of new turf is flush with existing sidewalk. -Prep both areas for turf: Place 3/4"-0 base rock, grade to within 3" of finish grade prior to turf installation			
Complete Installation Complete Installation to include: -Off load equipment at site at time of installation -Installation of playground equipment as per proposal #907-201046-3 -Clean up site/Haul off trash/ Safety check installed equipment Installation Pricing is based on manufacturer's recommendations. Direct access is required for large construction vehicles. PLEASE NOTE: -Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin -Unforeseen subsurface obstructions may incur additional charges. -Any changes, additions, or delays to this proposal will affect pricing. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until change order(s) are fully executed. -If you are planning to post a construction camera, please disclose. EXCLUSIONS: -Digging thru safety surfacing, drain rock or underground formalities -Disposal of soil from footing holes (figured to be disposed of on site) -Security fencing and overnight security are not included. -Portable restrooms -Permits and Engineered Drawings if required. -Locates -Irrigation fixes and/or moving out of footprint -Davis Bacon, Union or other Special Wages unless Indicated	1	234,751.00	234,751.00
Turf -Supply and installation of 11,230 sq ft of CFH fall protection pads in designated areas under all play equipment to meet code and Tiger turf playground series turf with inlay colors or tile inlay in traffic areas. Includes: -Base prep of final grade with 1/4 minus rock to meet grade, all edge or nailer boards if needed. -2 lbs per sq foot of envirofill infill, if open to possible dog traffic we will blend zeolite deodorizer in the infill process. -All perimeter edges to be secured every 4 inches. -Safety check and final clean up. -Painting some inlayed turf to mimic design -Cost of color turf and waste run off based on design	1	303,400.00	303,400.00
Security Fencing Security Fencing to secure the Site	1	3,075.00	3,075.00
Inspection Inspection	1	2,500.00	2,500.00

ACTIVITY	QTY	RATE	T
Buell Billing Please make Purchase Order to Buell Recreation and email to rachel@buellrecreation.com. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein. Please provide the following with your signed quote/purchase order: -Payment per terms if required -Color selections -Shipping Address -Site Contact Name and Phone Number -Any Other Key information requested	1	0.00	0.00
Lead Time Lead Time is approx. 6-7 weeks from receipt of your completed order and payment (if required). Lead times can fluctuate so please inquire upon time of ordering. We are making every effort to increase our capacity and improve our lead times.	1	0.00	0.00
Terms Grant Full Payment is required to receive 50% off To receive credit, approved customer will receive 40% off	1	0.00	0.00
Bond Performance Bond	1	32,279.00	32,279.00
NPP.GOV Contract NPP.Gov Publicly Solicited Contract #: PS25550 https://nppgov.com/contract/buell-recreation-llc	1	0.00	0.00

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

TOTAL **$1,099,165.80**

Fax: 866-597-0033 | 1-800-266-1250 | 1-800-266-1250

EXHIBIT B

BUY AMERICA CERTIFICATION

Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

Memorial Park Playground Replacement Project

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

EXHIBIT C

CERTIFICATION REGARDING CONTRACTOR STATUS SUSPENSION / DEBARMENT

Memorial Park Playground Replacement Project

This Contract may be a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified, as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction Contractor enters into.

By signing and submitting its bid or proposal, the Bidder certified as follows:

The certification in this clause is a material representation of fact relied upon by the City of Wilsonville. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the City of Wilsonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT D

been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to §5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is *employed* regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term *wages* means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term *wage determination* includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000]

§§5.3–5.4 [Reserved]

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and

bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the

first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the

case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when

they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess

of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in

paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215–0140
(a)(1)(ii)(C)	1215–0140
(a)(1)(iv)	1215–0140
(a)(3)(i)	1215–0140, 1215–0017
(a)(3)(ii)(A)	1215–0149
(c)	1215–0140, 1215–0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

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Weights: Weights are approximate and may vary with actual orders.

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Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

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MEMORIAL PARK PLAYGROUND - FINAL OPTION A

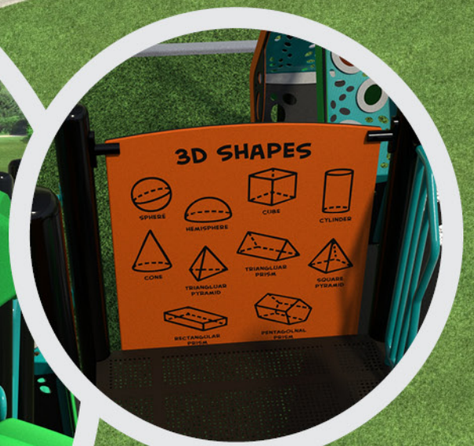
PROPOSAL #:907-201046-2

COLOR KEY

- BLACK
- AQUA
- ORANGE
- LIME
- GRANITE
- GRAY
- GRAY/BLACK
- LIME/BLACK
- ORANGE/BLACK







Buell Recreation
Innovative Designs That I

3D Designer: Heidi

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MEMORIAL PARK PLAYGROUND - FINAL OPTION A

PROPOSAL #:907-201046-2



3D Designer: Heidi

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CITY COUNCIL MINUTES

October 20, 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, October 20, 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

STAFF PRESENT:
Amanda Guile-Hinman, City Attorney
Bryan Cosgrove, City Manager
Everett Wild, Government Affairs Manager
Jeanna Troha, Assistant City Manager
Kimberly Veliz, City Recorder
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 Cunningham.

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

Vote: Motion carried 4-0.

DRAFT

MAYOR'S BUSINESS

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

The Mayor with the Spanish translation assistance of Diversity, Equity and Inclusion Committee Chair Karla Brashear presented a speech on the contributions of immigrants and refugees. The speech and PowerPoint displayed was added to the record.

Next, the Mayor reported on the following:

- Diversity, Equity and Inclusion (DEI) Speaker Series
  - The Mayor along with his wife attended the Diversity, Equity, and Inclusion Committee's Speaker Series event on October 9, 2025.
  - The presentation focused on supporting transgender community members. The Mayor shared there was an incredible turnout and personally thanked the speakers for sharing their personal stories and resources.
- DC Lobbying Trip
  - The subsequent week, City staff and the Mayor would travel to Washington, DC for a lobbying trip. The group would meet with representatives in Congress and with staff from several agencies to advocate for Wilsonville priorities including the Boone Bridge, economic development, infrastructure funding, and the Aurora Airport.
- City Council Meeting
  - Next City Council meeting was scheduled for Monday, November 3, 2025.

COMMUNICATIONS

5. Republic Services 2024 Annual Report on Solid Waste Management

Republic Services representatives Cindy Rogers, Municipal Relationship Manager and Travis Comfort, Municipal Contract Administrator, summarized the company's annual report. The PowerPoint displayed has been added to the record.

In closing, the Mayor thanked the Republic Services representatives for their presentation and community outreach efforts.

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:

Kyle Bunch	Randal Wortman	Elizabeth Peters	Doris Wehler
Rob Candrain	Joseph Harris	Leonard Dunn	Glenn Lancaster
Sam Scull	Roger Fontes	Chris Heydemann	Miranda Dunn
Cornelia Gibson			

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Berry

Prior to the Council President's remarks she thanked those that provided public comments.

The City Council President then provided a detailed report on the following:

- C4 Metro Subcommittee Meeting on October 15, 2025
- Fall Harvest Festival on October 18, 2025
- 2026 Civics Academy application period was closed.
- Housing Cost Burden Talk on October 23, 2025
- Bulky Waste Day on October 25, 2025
- Library Murder Mystery Event on October 25, 2025
- Library hosting Día de los Muertos ofrenda or Day of the Dead alter all.

7. Councilor Cunningham

Councilor Cunningham announced the following:

- Regional Water Consortium Meeting on October 8, 2025
- Council Applicant meetings
- No Kings Rally on October 18, 2025
- Wilsonville High School Football Games on October 24 and 31, 2025
- Wilsonville Booster Club in need of volunteers

8. Councilor Shevlin

Thanked the Mayor and translator Karla Brashear for the speech on the contributions of immigrants and refugees given at the beginning of the meeting.

Councilor Shevlin shared she had been traveling out of state for the past two weeks. However, the Councilor was still staying engaged and noted she enjoyed reading the City Councilor applications. Lastly, Councilor Shevlin provided a detailed report on the French Prairie Forum meeting that was held on October 15, 2025, and featured a presentation by City Attorney Guile-Hinman.

CONSENT AGENDA

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

9. Minutes of September 15, 2025; September 25, 2025; and October 6, 2025, City Council Meetings.

10. **Resolution No. 3221**
    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute Master Goods And Services Contracts For On-Call Arborist Services.

11. **Resolution No. 3222**
    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into A First Amendment To Development Agreement With Venture Properties, Inc. Regarding Funding The Construction Of The Boeckman Creek Trailhead Park In The Frog Pond Terrace Subdivision.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

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

Vote: Motion carried 4-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

12. City Council Vacancy

The Mayor extended gratitude to all seven of the applicants for the vacant City Council position which included the following:

- Alice Galloway Neely
- Kristi Corno
- Patrick Thom
- Robert Candrian
- Sam Scull
- Nicole Hendrix
- Adrienne Scritsmier

Based on the SurveyMonkey rankings and the consensus among Council members, the Mayor announced that Sam Scull had emerged as the preferred candidate to fill the vacancy.

Council President Berry then made a motion.

Motion: Moved to nominate Samuel Scull to fill the City Council vacancy.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Before the vote, Councilors disclosed their communications with applicants.

The Mayor noted he met with the applicants and asked them to fill out an additional questionnaire.

Councilor Shevlin noted she had communications with the following prior to the application deadline:
- Alice Galloway Neely
- Adrienne Scritsmier

Councilor Shevlin noted she had communications with the following after to the application deadline:
- Robert Candrian
- Sam Scull

Council President Berry noted she had communicated with the following:
- Adrienne Scritsmier
- Robert Candrian
- Sam Scull

Councilor Cunningham noted he had communicated with the following:
- Adrienne Scritsmier
- Kristi Corno
- Nicole Hendrix
- Robert Candrian
- Sam Scull

Councilor Cunningham noted he also asked applicants to fill out an additional questionnaire.

During discussion of the motion, Council President Berry emphasized the importance of filling the position with someone knowledgeable about the City of Wilsonville who had participated on different boards and volunteered their time. She noted Sam Scull's strong business background and volunteer experience within Wilsonville.

Councilor Cunningham raised concerns about Mr. Scull's social media activity, particularly his use of the "laughing emoji" reaction on posts where community members were sharing their opinions about City issues or political candidates. Councilor Cunningham questioned whether such behavior indicated

readiness to collaborate with people holding different views. Councilor Cunnigham submitted for the record examples of Sam Scull's social media activity he was referring to. Councilor Cunnigham noted he was fine with disagreement however, he felt the behavior was disenfranchising. Councilor Cunningham also referenced campaign donations as another concern and suggested that Sam Scull should run for a seat in the 2026 election instead.

Councilor Shevlin acknowledged the concerns about social media behavior but emphasized that it was a lesson for everyone to be careful about their online activities, as they will be scrutinized when serving in public positions.

Mayor O'Neil endorsed Sam Scull, noting his experience serving the community on the Development Review Board, Budget Committee, and other roles. He emphasized Sam Scull's commitment to making fair, correct, and thoughtful decisions and stated that criticizing someone for emoji use was not comparable to more serious issues. The Mayor stressed that Sam Scull's experience would be valuable given that this would be the newest Council in the City's history, facing important decisions including selecting a new city manager.

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

Voting Nay:
Councilor Cunningham

Vote: Motion carried 3-1.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

The City Attorney announced that the new mental health peer support specialist began employment with the City on October 14, 2025, and would work from office space located at Wilsonville Community Sharing.

ADJOURN

The Mayor adjourned the City Council at 8:41 p.m.

Respectfully submitted,

_____
Kimberly Veliz, City Recorder

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: November 3, 2025	**Subject: Resolution No. 3218** Adopting the Climate Action Plan **Staff Member:** Kerry Rappold, Natural Resources Manager **Department:** Community Development
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☒ Public Hearing Date: November 3, 2025 ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☒ Approval ☐ Denial ☐ None Forwarded ☐ Not Applicable **Comments:** Planning Commission recommended approval at their October 8, 2025 meeting.
Staff Recommendation: Staff recommends the City Council adopt Resolution No. 3218.	
Recommended Language for Motion: I move to adopt Resolution No. 3218.	
Project / Issue Relates To:	

☒Council Goals/Priorities: Develop a climate inventory and gap analysis of city practices and operations and engage the community to build awareness of climate friendly practices.	☐Adopted Master Plan(s):	☐Not Applicable

ISSUE BEFORE COUNCIL:
A City of Wilsonville resolution adopting the Climate Action Plan, Capital Improvement Project (CIP) No. 3007.

EXECUTIVE SUMMARY:

The City Council goals for fiscal year (FY) 2023-25 included developing a Wilsonville Climate Action Plan (CAP). In August 2024, staff and the consultant (Sustainability Solutions Group - SSG) kicked off the planning process for the CAP. The City has developed the Plan to support and enhance its existing municipal and regional strategies and to ensure alignment with the State of Oregon's greenhouse gas (GHG) reduction goals.

The planning process for the draft CAP included the following steps:

1. Context review: Reviewed key strategic documents to understand Wilsonville's city and climate planning, as well as state legislation and other climate plans.
2. Data input and GHG inventory: Inventoried energy use and emissions within Wilsonville's city boundaries and updated and refined data and modeling previously completed for the Clackamas County Climate Action Plan.
3. Model calibration: Identified the activities producing GHG emissions by sector and targeted emission reduction measures for specific activities.
4. Business-as-Usual (BAU) and Business-as-Planned (BAP) scenarios: The BAU scenario provided the annual energy consumption and emissions through 2050 by traffic zones and neighborhoods across the city. The BAP scenario reflected the additional impact on energy use and emissions of key county, state, and federal policies.
5. Strategies and actions: Identified and refined a list of "low carbon" actions and policy options for geographic rollout, equity improvement, and to optimize co-benefits for the city.
6. Draft low-carbon scenario: Modeled a selected set of "low carbon" actions for their energy and emissions impacts between the baseline and target years. The scenario included year-over-year energy and emissions projections associated with implementation of the emission reduction actions.
7. Final low-carbon (best fit) scenario: The final scenario outlined how the City can achieve its emission reduction targets in relation to existing policies, regulations, plans, and investments, and provided a viable, sector-by-sector action pathway for reducing community emissions.

The CAP includes the following information:

a. Executive summary.
b. Introduction: Descriptions of climate context, GHG emission reduction targets, plan overview, technical modeling, and public engagement.
c. Background: Descriptions of community support, state-led climate action, the role of Wilsonville, status of climate action, and the planning paradigm.
d. Wilsonville's current and future energy use and emissions: Identifies the community's projected energy use and emissions in the BAU, BAP and "low carbon" scenarios, and the timeline to achieve a net-zero future in Wilsonville.
e. Low-Carbon Actions: Groups actions into five categories, which include buildings and industry, transportation, renewable energy, solid waste, and green infrastructure.

f. Conclusion and Next Steps: The next steps address the implementation of the CAP, and include establishing governance to ensure success, monitoring and reporting, policy and strategy alignment, and financial analysis.
g. Appendix A – A list of implementation measures that represent a starting point for achieving the Low-Carbon Actions.
h. Appendix B – A list of resources that are currently available, including both financial and strategic support, from the State of Oregon and Energy Trust of Oregon.

In addition to the Planning Commission and City Council, a staff advisory committee, comprised of members from Community Development, Public Works, Parks and Recreation, SMART, and Finance, provided input during the planning process, including a review of the draft CAP.

On September 4, 2025, staff presented the draft Climate Action Plan to the City Council. The project team incorporated comments provided by the Planning Commission, City Council, and public into the final Climate Action Plan. The Planning Commission conducted a public hearing on October 8, 2025, and a provided a recommendation of approval for the Climate Action Plan.

EXPECTED RESULTS:
Adoption of a Climate Action Plan provides a framework from which the City can monitor and track reductions in the community's GHG emissions. While the CAP does not commit the City to take any action, it does include an initial list of implementation measures as a starting point, but more importantly provides the basis necessary for developing future implementation measures for Council and community consideration as Wilsonville's GHG emissions change over time.

TIMELINE:
Planning Commission Public Hearing: October 8, 2025
City Council Public Hearing: November 3, 2025

CURRENT YEAR BUDGET IMPACTS:
The consultant work is included in the amended Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) budget.

COMMUNITY INVOLVEMENT PROCESS:
Community involvement and public outreach were a key component of the project. The project hosted a "Let's Talk, Wilsonville!" website, which included two community surveys and two industry surveys. On January 16, 2025, the project team conducted a public open house and industry forum. In addition, staff received input from students at Meridian Creek Middle School on January 31, 2025.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
Climate change has the potential to affect the lives and livelihoods of every resident. Developing a Wilsonville Climate Action Plan has provided the opportunity to explore options for reducing greenhouse gas emissions and identifying actions that address climate change.

ALTERNATIVES:
In lieu of adopting the Climate Action Plan, the City could rely on existing federal, state and local policies, programs and initiatives to address climate change. However, without a Wilsonville CAP, the City will not be able to monitor or track reductions in the community's GHG emissions or quantify any implementation measure(s) effect on GHG emissions.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Resolution No. 3218
    A. Climate Action Plan
2. Planning Commission public record: https://mccmeetings.blob.core.usgovcloudapi.net/wlsnvlleor-pubu/MEET-Packet-3b976f3d0d494e68bdf412a35e11e880.pdf

RESOLUTION NO. 3218

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE CLIMATE ACTION PLAN.

WHEREAS, the City Council goals for FY 2023-25 included developing Wilsonville's Climate Action Plan (the "Plan"); and

WHEREAS, the City has developed this Plan to support and enhance its existing municipal and regional strategies and to ensure alignment with the State of Oregon's greenhouse gas reduction goals. These goals are to reduce emissions across all sectors and communities in Oregon by at least 45% by 2035 and by 80% by 2050; and

WHEREAS, the Plan identifies ten significant climate actions in five areas that constitute a pathway for Wilsonville to reduce its greenhouse gas emissions by 58% by 2035 and 83% by 2025; and

WHEREAS, the Plan ensures that all who live and work in Wilsonville can benefit from this transition by increasing the number of good, long-term jobs, making home ownership and transportation more affordable and healthier, and by supporting both the social and natural resilience of the community; and

WHEREAS, the Plan emphasizes the role of the City as a leader – decarbonizing its own operations, stimulating the development of skills in the local labor force, ensuring Wilsonville's economy attracts strong industries and ensuring the community's future is healthier, greener, and more resilient; and

WHEREAS, to gather public input, the project team conducted public outreach, hosted a public open house and business and industry forum, and conducted three online surveys; and

WHEREAS, the Planning Commission held three public work sessions and the City Council held three public work sessions to review and provide input on the project; and

WHEREAS, on October 8, 2025, the Planning Commission of the City of Wilsonville, who under city code has the authority to review and make recommendations to the City Council, conducted a public hearing on the Climate Action Plan and forwarded a unanimous recommendation of approval; and

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

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

Section 1. The Wilsonville City Council hereby adopts the Climate Action Plan as presented at the November 3, 2025, public hearing, including the findings and recommendations contained herein.

Section 2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of November, 2025 and filed with the Wilsonville City Recorder this date.

_____

Shawn O'Neil, Mayor

ATTEST:

_____

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

EXHIBIT:

A. Climate Action Plan

CITY OF WILSONVILLE

Climate Action Plan

September 2025



WILSONVILLE
OREGON

DISCLAIMER AND LIABILITY

Reasonable skill, care, and diligence have been exercised to assess the information acquired during the preparation of this analysis, but no guarantees or warranties are made regarding the accuracy or completeness of this information. This document, the information it contains, and the data and assumptions on which it relies are subject to changes beyond the control of the authors. The information provided by others is believed to be accurate but has not necessarily been verified.

This analysis includes strategic-level estimates to help inform the City of Wilsonville about actions that will reduce its community's greenhouse gas emissions. This information should not be relied upon for other purposes without verification. The authors do not accept responsibility for the use of this analysis for any purpose other than that stated above and do not accept responsibility for any third-party use (in whole or in part) of the contents of this document. This analysis applies to the City of Wilsonville and cannot be applied to other jurisdictions without analysis. Any use by the City of Wilsonville, its sub-consultants, or any third party, or any reliance on or decisions based on this document, are the responsibility of the user or third party.

WILSONVILLE
OREGON

Prepared for
City of Wilsonville

Prepared and designed by
Sustainability Solutions Group

Image at the cover: Parks and homes in Wilsonville.
Source: Photo by RG/stock.adobe.com

Image at the back cover: Coffee Lake Wetlands.
Source: City of Wilsonville.

ACKNOWLEDGEMENTS

A special “thank you” to community members and all who participated in this planning process. We appreciate your time and input.

Wilsonville City Council

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

Wilsonville Planning Commission

- Chair Nicole Hendrix
- Vice-Chair Jennifer Willard
- Commissioner Matt Constantine
- Commissioner Ronald Heberlein
- Commissioner Andrew Karr
- Commissioner Samuel Scull
- Commissioner Yana Semenova

Staff Advisory Committee

- Kerry Rappold, Natural Resources Manager (Project Manager)
- Jim Cartan, Environmental Specialist
- Amy Pepper, Development Engineering Manager
- Jon Scott, Plans Examiner
- Georgia McAlister, Associate Planner
- Martin Montalvo, Operations Manager
- Kelsey Lewis, Grants and Programs Manager
- Scott Simonton, Fleet Services Manager
- Cricket Jones, Finance Operations Supervisor
- Tommy Reeder, Parks Lead Specialist

Sustainability Solutions Group

- Maurya Braun, Principal Consultant (Project Manager)
- Hillary Beattie, Consultant
- Amber Nicol, Model Analyst
- Bernarda di Girolamo, Design

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ACRONYMS

BAU	Business as Usual
BAP	Business as Planned
BAPWIG	Business as Planned with Grid Improvements
BAPWOG	Business as Planned without Grid Improvements
CO_2	Carbon Dioxide
CO_2e	Carbon Dioxide Equivalent
EV	Electric Vehicle
GHG	Greenhouse Gas
ICE	Internal Combustion Engine
LC	Low Carbon
LCWIG	Low Carbon with Grid Improvements
LCWOG	Low Carbon without Grid Improvements
LDV	Light Duty Vehicle
MMBtu	Metric Million British Thermal Units
$MTCO_2e$	Metric Tons of Carbon Dioxide Equivalent
ODOT	Oregon Department of Transportation
RNG	Renewable Natural Gas
Solar PV	Solar Photovoltaic
ZEV	Zero-emissions vehicle



EXECUTIVE SUMMARY



Image: Rainbow over City Hall | Source: City of Wilsonville.

The City of Wilsonville has developed this Climate Action Plan to support and enhance its existing municipal and regional strategies and to ensure it is aligned with the State of Oregon's greenhouse gas reduction goals.[1] These goals are to reduce emissions across all sectors and communities in Oregon by at least 45% by 2035, and by 80% by 2050.

Reaching these goals will require ambitious and rapid action across the community of Wilsonville and ongoing support from the State in the form of legislation and policies. However, this work will not only ensure that community emissions are reduced, it will also decrease both the municipality's annual costs to heat and cool buildings, and to fuel and maintain vehicles , and energy and transportation costs for residents and for businesses, and it will improve the quality of life for all who call Wilsonville home.

THIS PLAN:

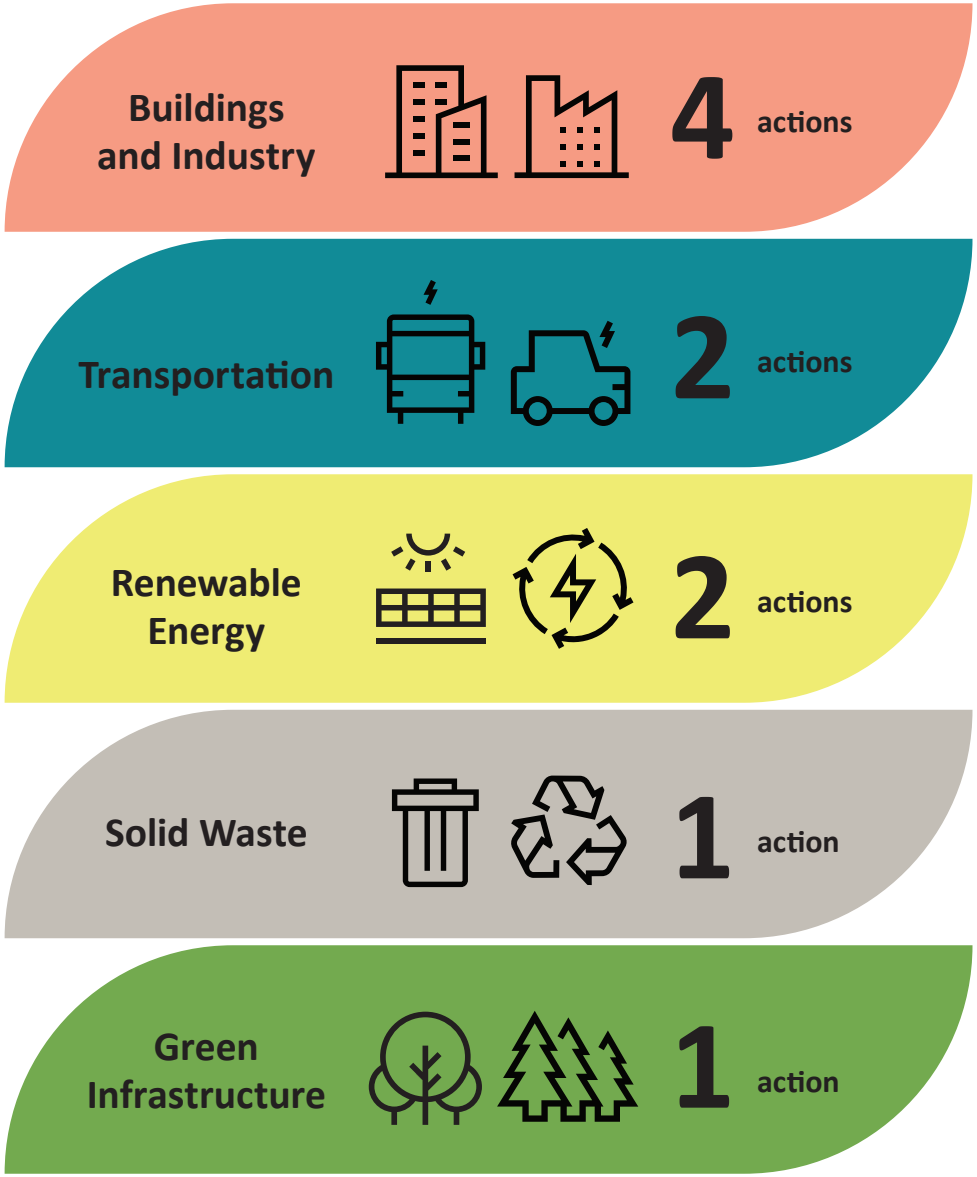
- Identifies ten significant climate actions in five areas that constitute a pathway for Wilsonville to reduce its greenhouse gas emissions by 58% by 2035 and by 83% by 2050;
- Ensures that all who live and work in the community can benefit from this transition by increasing the number of good, long-term jobs, making home ownership[2] and transportation more affordable and healthy, and by supporting both the social and natural resilience of the community.
- Emphasizes the role of the City as a leader - decarbonizing its own operations, stimulating the development of skills in the local labor force, ensuring Wilsonville's economy attracts strong industries, and ensuring Wilsonville's future is healthier, greener, and more resilient in the future;
- Reflects input provided by community members and City staff;
- Includes an initial set of implementation measures that will allow the City to move directly from creating this Plan to implementing it.

1 State of Oregon. Executive Order 20-04. 2020. https://www.oregon.gov/gov/eo/eo_20-04.pdf

2 Improving the energy efficiency of new and existing homes and switching them from fossil fuel heating to electric heat pumps dramatically reduces residential energy consumption, reducing household energy bills. Adding rooftop or community solar systems further decreases household energy costs by providing free electricity for the 25 year lifetime of the system. Even when the capital costs of making these changes are included in this calculation, over the lifetime of ownership, the more energy-efficient homes that use only renewable electricity are much more affordable to own and keep at comfortable and healthy temperatures.

The actions in this Plan were selected from the most effective approaches to decarbonization currently available and refined for Wilsonville's energy and climate context. They have also been selected to improve housing affordability for residents, reduce municipal operating costs and energy costs for industry, improve air quality and healthy living conditions, and increase access to inexpensive and non-polluting modes of transportation. The ten actions that were modeled for Wilsonville include:

- Four actions relating to Buildings and Industry;
- Two actions relating to Transportation;
- Two actions relating to Renewable Energy;
- One action relating to Solid Waste; and
- One action relating to Green Infrastructure.



The project to create this Plan included calculating Wilsonville's energy consumption and emissions in 2018, as a baseline against which the impact of different actions could be compared. Then, five future scenarios were modeled:

- **The 'Business as Usual' (BAU) scenario** reflects what can be expected if Wilsonville's population and economy grow as projected and the climate continues to warm but nothing else changes. In this case, energy consumption and greenhouse gas emissions will increase by over 20% by 2050. **In addition to exacerbating the climate crisis, this will translate to increased energy costs for Wilsonville's residents and businesses.** The municipality's energy and fuel costs will also increase, as will its costs for infrastructure maintenance and repair due to more extreme and frequent extreme weather events. This is often referred to as 'the cost of doing nothing'; it is explored further in the section of this document about the Social Cost of Carbon.
- **Two 'Business as Planned' (BAP) scenarios** were modeled on top of the BAU conditions. These scenarios added to the impact of existing State climate and energy legislation and the City's various strategies. In both of these scenarios, energy consumption fell by 2%, which is positive but minimal. The difference between the two BAP scenarios was that one included the decarbonization of the electricity grid by 2040, and the other did not. If the electricity grid is emissions-free by 2040, the community's total emissions will decrease by 55% by 2050. If however, the grid retains its 2018 emissions factor until 2050, Wilsonville's total emissions will increase by 4% by 2050. This is a dramatic difference which highlights the importance of decarbonizing electricity. **Both BAP scenarios demonstrate that the current municipal strategies and State legislation are not sufficient to reach the emissions reduction goals.**
- **Two 'Low Carbon' (LC) scenarios** were then modeled on top of the BAP conditions. These scenarios added to the impact of the ten actions mentioned above. In both LC scenarios, the community's total energy consumption decreased by 41% between 2018 and 2050. **This in itself translates into long-term financial savings for the community.**[3] If the grid is emissions-free by 2040, emissions will fall by 58% by 2035 and 83% by 2050. If the grid retains its 2018 emissions factor, by 2050 emissions will only have fallen 69%. **Therefore, if the pathway of ten low-carbon actions outlined in this Plan are carried out according to the schedule provided and the State-wide grid decarbonizes by 2040, Wilsonville will reach its climate goals.**

This Plan also provides analysis for each action to the extent to which it will also provide additional benefits to the City that will ensure that it is a thriving city well into the future.

3 Although utilities are forecasting rising energy costs, installing on-site renewable electricity such as solar PV systems provides a rapid return on investment and then provides free electricity to the owner for the lifetime of the equipment.

INTRODUCTION



Image: Trail and Powerline | Source: City of Wilsonville.

CLIMATE CONTEXT

Global Climate Change Damages Local Infrastructure and Well-Being

Scientists worldwide agree that human activity is driving dangerous climate warming around the globe. This warming is caused by greenhouse gases (GHGs) that are released primarily when people burn fossil fuels to produce energy.[4] When we burn gasoline, diesel, natural gas, etc., to heat buildings, operate vehicles, ships and aircraft, and operate industrial and manufacturing facilities, we release volumes of greenhouse gases that are so large, they far exceed our planet's natural capacity to absorb them. As a result, they accumulate in the atmosphere where, due to their chemical nature, they trap heat and cause global temperatures to rise.

In Oregon, communities are already experiencing the damaging and costly effects of climate change, including more frequent and severe extreme weather events such as record-breaking heatwaves, wildfires, and floods.

The Wilsonville area has not been spared. In 2020, Clackamas County experienced two wildfires. The Riverside Incident burned 138,054 acres, destroyed 139 structures, and caused four injuries; and the Clackamas Fire Complex burned 11,210 acres.[5] In June of the following year, the Portland Metro region experienced a major heatwave, with temperatures reaching 114°F near Wilsonville.[6] This weather event led to short-term business closures,[7] shattered local records and resulted in 123 deaths across the region.

Extreme weather events are expected to become more frequent and severe in Oregon. Rising temperatures will likely lead to more heat waves and extremely hot days. More winter precipitation is projected to fall as rain rather than snow, leading to increased flash flooding, and reduced groundwater recharge. At the same time, wildfire risk will likely increase due to longer dry seasons and increased stress on forests from drought and pests.[8] To limit the worst of future warming and avoid the most severe consequences, global and local efforts must focus on rapidly reducing greenhouse gas emissions.

4 Herring, David. US National Oceanic and Atmospheric Administration (NOAA). 2020. 'Isn't there a lot of disagreement among climate scientists about global warming?' https://www.climate.gov/news-features/climate-qa/isnt-there-lot-disagreement-among-climate-scientists-about-global-warming Accessed June 3, 2025.

5 Clackamas Fire. 2021. "Clackamas Fire Siege". https://clackamasfire.com/wp-content/uploads/2021/01/2021-01-21-AAR-Executive-Summary-Final.pdf. Accessed May 7, 2025.

6 National Weather Service. Aurora State Airport weather station USW00094281. https://www.weather.gov/wrh/timeseries?site=KUAO&hourly=true. Accessed May 7, 2025.

7 NOAA. Storm Events Database. Event ID: 961302. https://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=961302. Accessed June 4, 2025.

8 2021 State Agency Climate Change Adaptation Framework. https://www.oregon.gov/lcd/CL/Documents/2021_CLIMATE_CHANGE_ADAPTATION_FRAMEWORKandBlueprint.pdf

Figure 1. Climate projections for Wilsonville under a high-emissions scenario.[9]

	Name	Description	Historical (1961 - 1990)	Future (2050s, RCP 8.5)
	**Average Daily Max Temperature**	Average of the highest temperature reached each day, calculated over the year	**56.1 °F**	**64.2 °F**
	**Hot Days**	Number of days where the maximum temperature is over 90°F	**4 days**	**17 days**
	**Very Hot Days**	Number of days where the maximum temperature is over 100°F	**0 days**	**2 days**
	**Freezing Days**	Number of days where the minimum is less than 32°F	**114 days**	**71 days**
	**Dry Days**	Number of days when precipitation is less than 0.01 inch.	**149 days**	**159 days**
	**Wet Days**	Number of days when precipitation is more than 1 inch.	**15 days**	**16.9 days**

9 All projections come from the U.S. Climate Resilience Toolkit Climate Explorer (Version 3.1). The future projections are based on global climate models for the Coupled Model Intercomparison Project Phase 5 (CMIP5), using the RCP 8.5 scenario for the 2050s. The historical data is based on the observed averages from 1961 to 1990. http://toolkit.climate.gov/home.

GHG Emission Reduction Targets

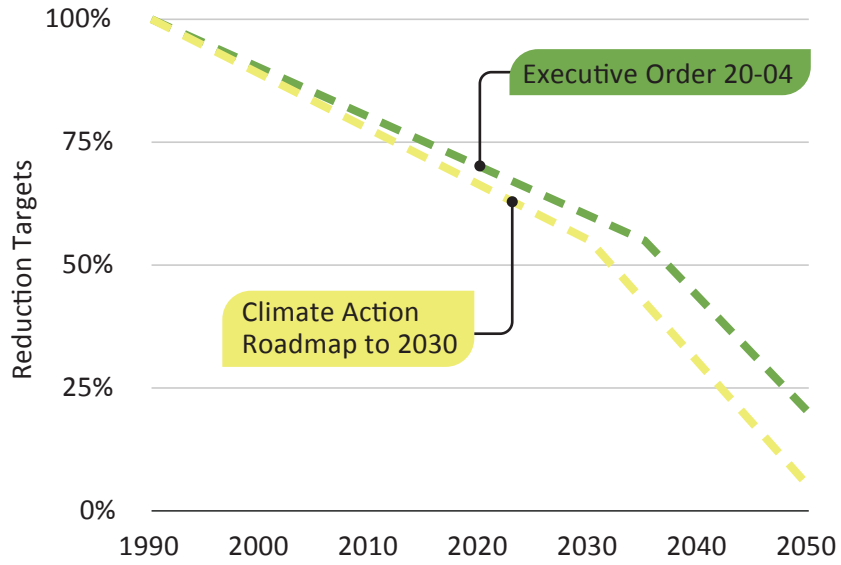
In 2015, the international community[10] signed the Paris Agreement, a major climate treaty with the goal of limiting global temperature rise to 1.5°C above pre-industrial levels. This threshold is considered a critical safeguard — exceeding it greatly increases the likelihood of extreme weather, more frequent and intense wildfires, rising sea levels, and shifts in flood and drought patterns that would cause severe and lasting damage to people and ecosystems. In its 2023 Synthesis Report, the Intergovernmental Panel on Climate Change (IPCC) emphasized the urgent need for deep and immediate reductions in greenhouse gas emissions to stay within the 1.5°C limit.[11]

The State of Oregon has established a series of GHG emissions reduction targets over time. The first goal, set by the Legislature in 2007, aimed to cut emissions to 75% below 1990 levels by 2050. In 2020, Executive Order 20-04 issued by Governor Kate Brown revised this goal, increasing the long-term target to an 80% reduction by 2050 and adding an interim goal of a 45% reduction by 2035.[12] Most recently, in 2023, the Oregon Climate Action Commission released the Climate Action Roadmap to 2030, which recommended strengthening the long-term target to a 95% reduction below 1990 levels by 2050 to align with the best science on limiting warming to 1.5°C.[13] Figure 2 presents these emission reduction targets.

The State of Oregon has also established programs to support municipalities and residents both financially and administratively with achieving these goals.[14]

In alignment with Executive Order 20-04, the City of Wilsonville aims to reduce community-wide emissions by 45% by 2035, and by 80% by 2050 compared to 2018 levels.[15]

Figure 2. The State of Oregon's most recent climate targets.



10 As of May 2025, 194 nations and the European Union had ratified the Paris Agreement. UNFCC. https://unfccc.int/process-and-meetings/the-paris-agreement

11 IPCC. 2023. "AR6 Synthesis Report: Climate Change 2023. 2023 Synthesis Report". Retrieved from https://www.ipcc.ch/report/ar6/syr/

12 State of Oregon. 2020. "Executive Order 20-04". https://www.oregon.gov/gov/eo/eo_20-04.pdf

13 State of Oregon. 2023. "Oregon Climate Action Roadmap". https://climate.oregon.gov/tighger

14 See Appendix B for a list of potential funding sources for the work outlined in this Plan.

15 2018 was selected as a baseline year for the target as 1990 data for the City of Wilsonville is not available.

ABOUT THIS PLAN

Overview

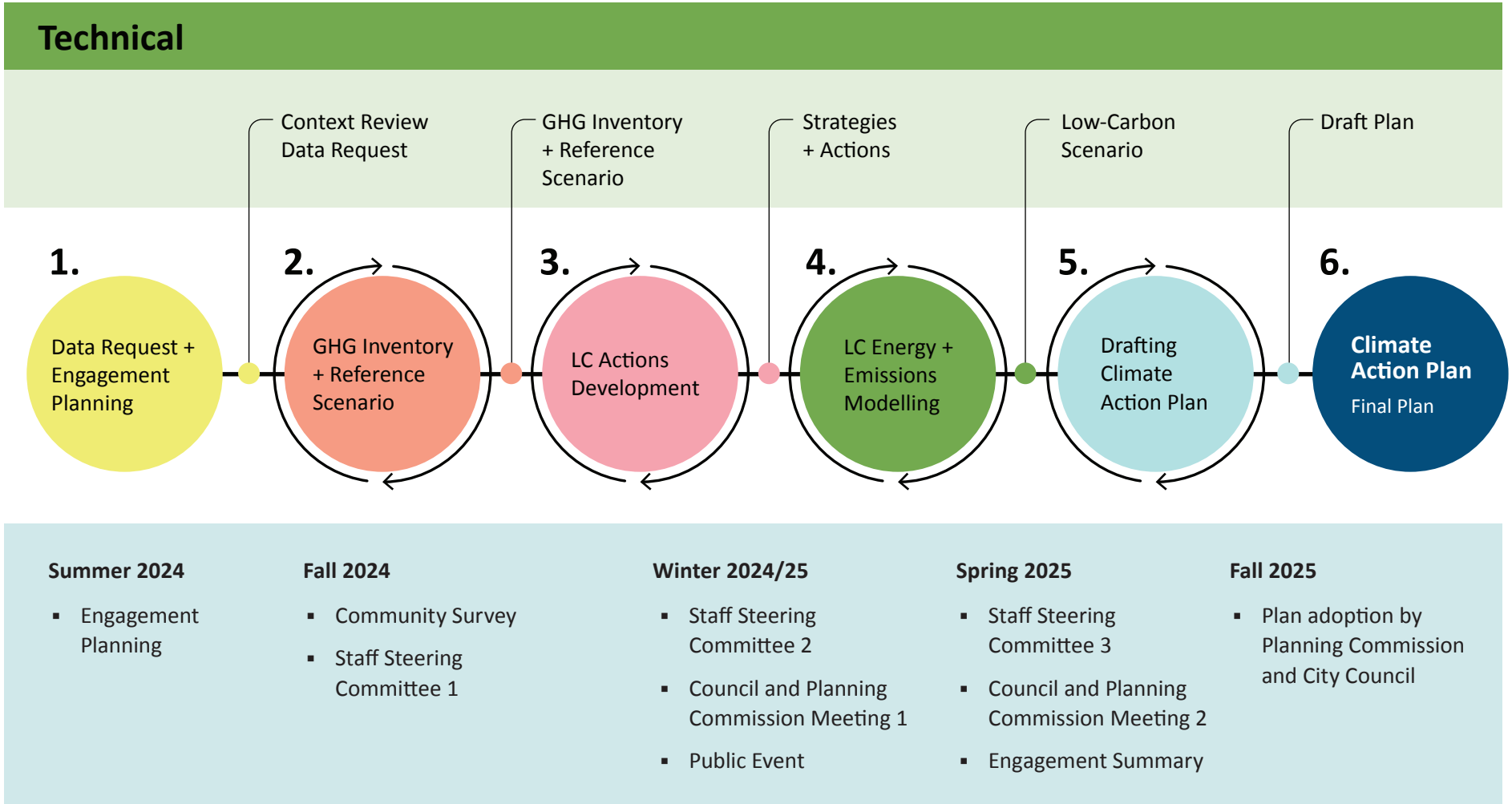
This Climate Action Plan (CAP) is Wilsonville's first comprehensive climate change mitigation action plan. It provides the City with a comprehensive pathway of actions that will reduce its community-wide emissions by 45% by 2035 and 80% by 2050. This will align the community with the State's GHG reduction targets as outlined in Governor Brown's Executive Order 20-04.[16]

This Plan also provides projections of Wilsonville's future energy use and emissions in 'Business-as-Usual' and 'Business-as-Planned' scenarios, insights into the economic, social and financial benefits of taking climate action, and a set of initial implementation measures which Wilsonville can use to move directly into implementing the CAP.

The Plan was informed by technical modeling and analysis, as well as input from community members, local businesses, City staff, and the Planning Commission. The project was completed between 2024 and 2025, as shown in Figure 3.

16 State of Oregon. Executive Order 20-04.

Figure 3. Project timeline for technical modeling and engagement.



Technical modeling

In this project, SSG's ScenaCommunity modeling software was used to calculate Wilsonville's total energy use and emissions for a baseline calendar year (2018), and then to model five future scenarios for Wilsonville. The data used for this was collected from the City of Wilsonville, the State of Oregon, the Federal census, the EPA, and other sources.[17]

The following five scenarios were modeled to calculate the community's future annual energy use and greenhouse gas emissions annually from 2018 to 2050:

- **Business-as-Usual (BAU):** The intent of this scenario was to demonstrate how Wilsonville's energy consumption and emissions can be expected to change if the community continues to operate as it did in 2018. It reflected only the impacts of population, employment, and household growth, and ongoing improvements in vehicle fuel efficiency on Wilsonville's energy consumption and emissions. It was assumed that energy sources and consumption, transportation modes and patterns, and land-use plans in this scenario would remain the same as they were in the baseline year of 2018.
- **Business as Planned without Grid Improvements (BAPWOG):** This modeled scenario built upon the BAU scenario, adding the impacts of approved municipal strategies and plans, and all but one of the State's legislated targets on Wilsonville's total energy use and emissions. The results from this scenario therefore show the impact of the Advanced Clean Vehicles legislation, regularly improved building codes, and some densification in Wilsonville. (The State legislation that was excluded from this scenario was its Clean Energy Targets Bill,[18] which requires that by 2040 the electricity grid produces no emissions.)
- **Business as Planned with Grid Improvements (BAPWIG):** This scenario is the same as the BAPWOG scenario except that it also includes the impact of the State's Clean Energy Targets Bill, adding the impact of decarbonizing the electricity grid by 2040.
- **Low Carbon without Grid Improvements (LCWOG):** Like the BAPWOG scenario, the LCWOG scenario does not reflect the grid-wide decarbonization of electricity that would occur as a result of Oregon's Clean Energy Targets Bill. Instead, this scenario used the BAPWOG scenario as a base and then added actions that were selected to ambitiously reduce Wilsonville's total energy use and emissions from all sources in the community.
- **Low Carbon with Grid Improvements (LCWIG):** The LCWIG scenario is the same as the LCWOG scenario, except that it also includes the impact of the State's Clean Energy Targets Bill, adding the impact of decarbonizing the electricity grid by 2040.

The baseline and these five scenarios are described in more detail in the subsequent sections of this Plan.[19]

17 All data sources and assumptions are documented in the Data, Methods and Assumptions Manual provided by SSG to the Wilsonville Project Team.

18 State of Oregon. 2021. "Clean Energy Targets Bill". https://www.oregon.gov/deq/ghgp/pages/clean-energy-targets.aspx.

19 More information about the technical modeling is included in the Data, Methodology, and Assumptions Manual provided as part of this project by SSG to Wilsonville.

Engagement

As part of the planning process, the project team also engaged with a diverse range of people and organizations who were interested and will be affected by Wilsonville's climate action initiatives. Engagement efforts were aimed at several parties, including City of Wilsonville residents, staff, elected officials, and local businesses and industry leaders.

The primary goals of the project's engagement activities were to consult with community members and businesses to understand their concerns about climate change and to gather ideas for reducing GHG emissions. The project team also aimed to involve City staff throughout the development of the plan to help identify opportunities, and flag potential barriers to implementation. City Councilors and Planning Commissioners were also consulted at key project milestones to provide feedback and guidance.

Key engagement activities included a pop-up event, an open house, two community questionnaires, two industry questionnaires, an industry forum, a middle school presentation, and several information sessions and presentations with staff and elected officials, as detailed in Table 1.

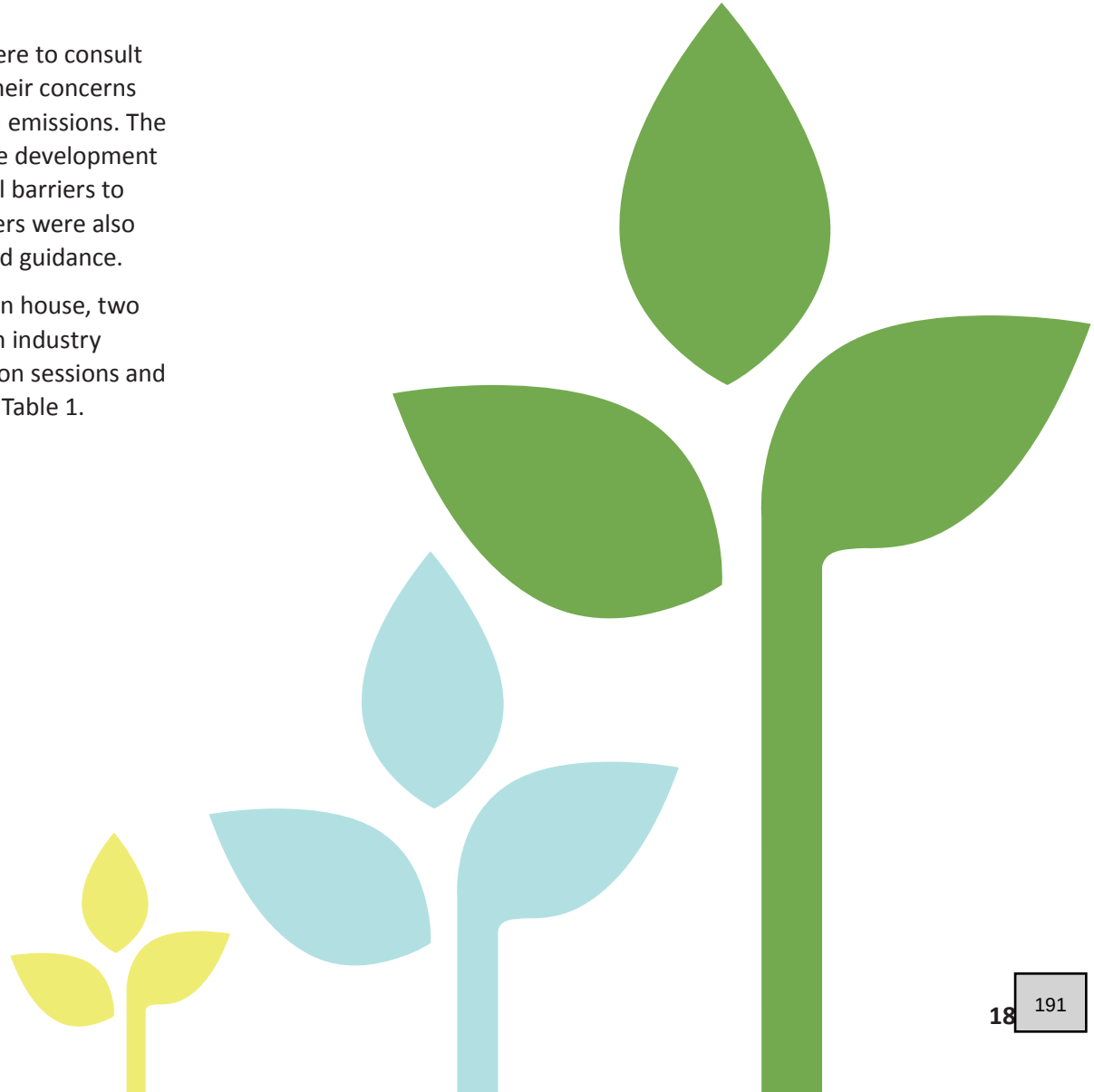


Table 1. Summary of engagement activities.

Interested and Affected Party	Date	Activity
City Residents	August 22, 2024	Pop-Up Event
	October - November 2024 April - May 2025	Community questionnaires
	January 16, 2025	Open House
Staff	November 18, 2024	Information Session #1: Emission Reduction Actions
	March 24, 2025	Information Session #2: Implementation Measures
	June 30, 2025	Information Session #3: Draft Climate Action Plan
Boards	January 8, 2025	Planning Commission Presentation: Emission Reduction Actions
	February 3, 2025	City Council Presentation: Emission Reduction Actions
	August 13, 2025	Planning Commission Presentation: Draft Climate Action Plan
	September 4, 2025	City Council Presentation: Draft Climate Action Plan
	October 15, 2025	Planning Commission Presentation: Final Climate Action Plan
	November 3, 2025	City Council Presentation: Final Climate Action Plan
Youth	January 31, 2025	Meridian Creek Middle School Session
Industry	October - November 2024 April - May 2025	Industry questionnaires
	January 16, 2025	Industry Forum

Please see the Engagement Summary Report provided to the Wilsonville Project Team for detailed information on the engagement activities and findings.

BACKGROUND



Image: Willamette River | Source: City of Wilsonville.

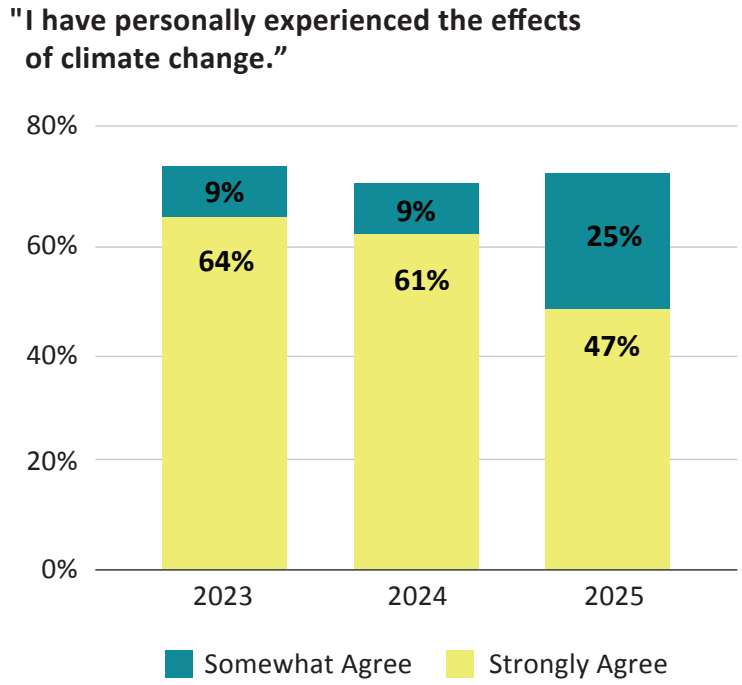
COMMUNITY SUPPORT

The City hosted two community questionnaires to gather input on climate action. The questionnaires contained the same questions used by Clackamas County during the development of their Climate Action Plan in 2022, allowing for a comparison of responses over time. Wilsonville posted the questionnaire first in 2024, but had a relatively low response rate. The City re-released the questionnaire in 2025 and mailed postcards to all households to encourage participation. A total of 262 community members participated in at least one of these questionnaires.

Experiences of Climate Change

The majority of questionnaire respondents said they had personally experienced the effects of climate change, as shown in Figure 4. Residents noted shifting seasonal patterns, such as milder winters and earlier springs. Many cited extreme events, including extreme heat, ice storms, heavy rain, and property damage. Several also described the growing impact of wildfires and smoke, citing poor air quality and near-evacuation experiences.

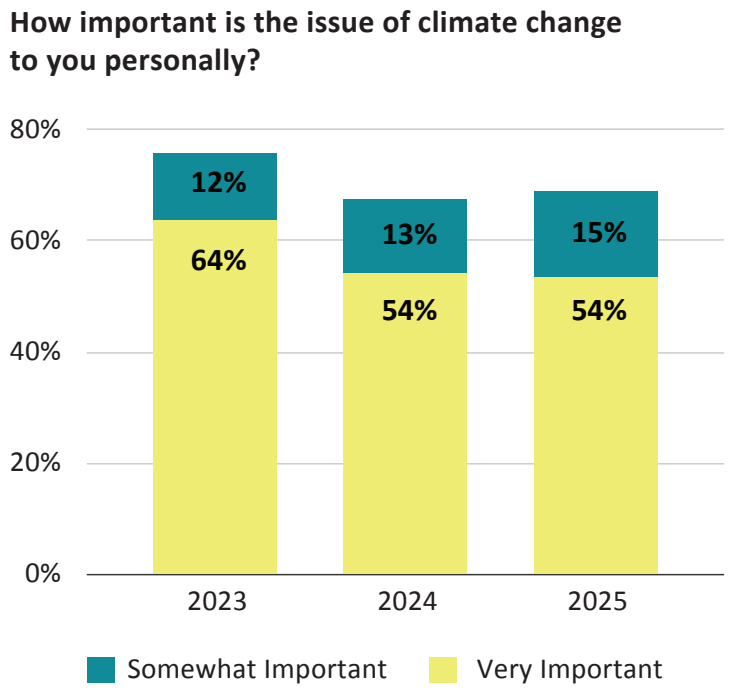
Figure 4. Responses to the question: "How much do you agree or disagree with the following statement? I have personally experienced the effects of climate change."



Importance of Addressing Climate Change

Most community members also indicated that climate change is important to them, as shown in Figure 5. Across the three questionnaires, between 67% and 76% of participants said the issue was either very or somewhat important to them. While the questionnaires are not statistically representative, the results suggest that climate change continues to be a priority for many community members.

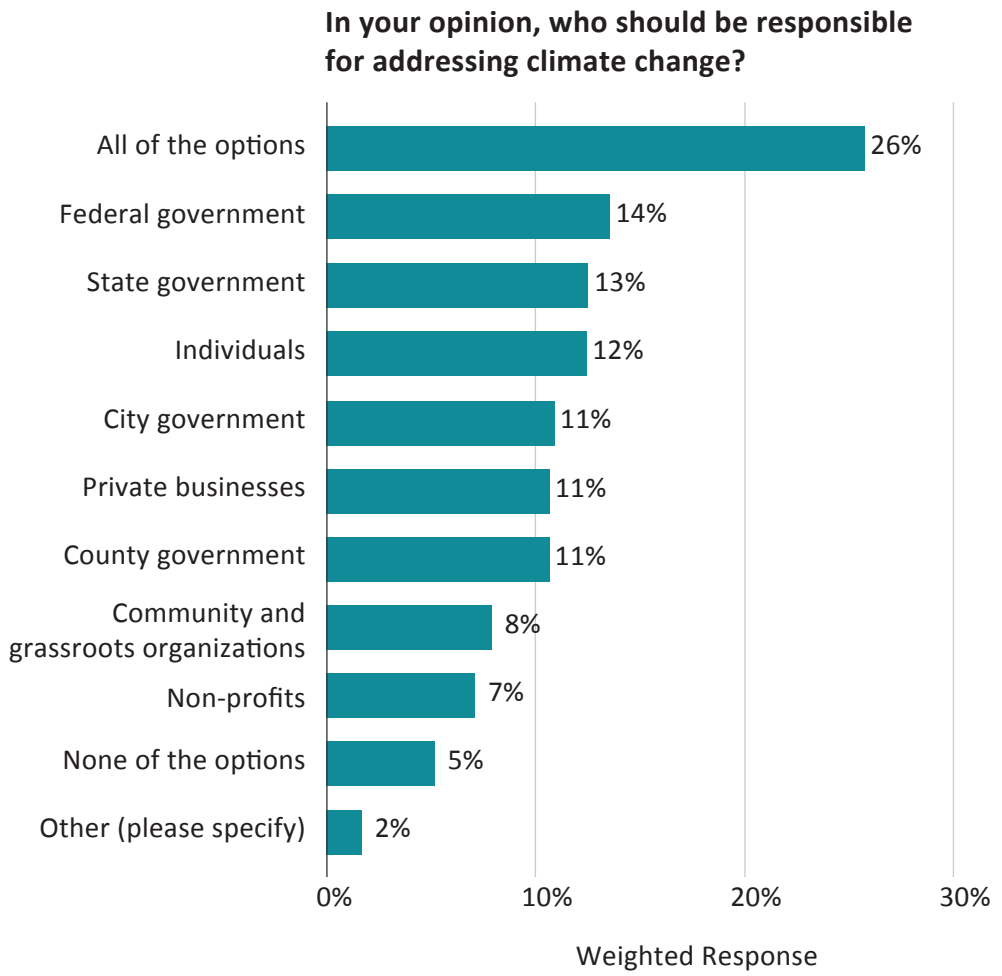
Figure 5. Responses to the question: "How important is the issue of climate change to you personally?"



Responsibility for Climate Action

The questionnaire also explored community members' views on who should be responsible for addressing climate change. Participants were allowed to select multiple options. The results were weighted across the questionnaires based on the number of respondents and are shown in Figure 6. One quarter of respondents indicated that all of the parties listed were responsible for addressing climate change. The most frequently selected individual option was the federal government, followed by the state government and then individuals. Only 5% of respondents indicated that none of the listed groups should be responsible for addressing climate change.

Figure 6. Weighted responses to the question: "In your opinion, who should be responsible for addressing climate change?"



The results of these questionnaires indicate that:

1. Over 70% of respondents are noticing the impacts of climate change in their own lives;
2. Over 65% of respondents indicate that climate change is somewhat or very important to them personally;
3. Respondents want to participate in taking action, and hold all members of the community and levels of government responsible to some degree for addressing climate change.

This is an empowering message for Wilsonville's City Council members and for City Administration:

There is strong and consistent support among questionnaire respondents for the City of Wilsonville to take action to address climate change, to support its residents in doing so, and to work with all other levels of government, businesses, and other affected entities to do what is within their power to do to reduce the greenhouse gases that cause climate change.

This support communicates the community's desire for the City to invest in the changes that are necessary to reduce greenhouse gas emissions, and to ensure the community has a sustainable future. It is recommended that Wilsonville continue to regularly questionnaire the population to monitor the community's level of support, and to continue to share the results with the public, City staff and City Council.

STATE-LED CLIMATE ACTION

Oregon has implemented several laws and programs aimed at reducing GHG emissions across the state. The Clean Energy Targets bill (2021) requires electricity utilities to reduce emissions from electricity generation, and establishes a target of 100% renewable electricity by 2040.[20] The Climate Protection Program (2024) established a cap on GHG emissions from fossil fuels (i.e. natural gas, diesel, gasoline, and propane) that will get smaller over time. If this Program continues successfully, these emissions should fall by 90% by 2050 from the average 2017 to 2019 baseline.[21]

In the transportation sector, Oregon has adopted Advanced Clean Car II (2022) standards requiring all new light-duty vehicles sold by 2035 to be zero-emissions vehicles.[22] Additionally, the Advanced Clean Trucks Rule (2021) mandates that manufacturers sell an increasing share of medium- and heavy-duty zero-emissions vehicles. These requirements reach 40% for Class 7 and 8 trucks, 55% for Class 2b to 3 trucks and vans, and 75% for Class 4 to 8 trucks by 2035.[23]

In the land use and transportation sectors, Oregon's Climate Friendly and Equitable Communities (CFEC) program requires cities to reduce emissions through urban planning. This includes designating walkable areas that support mixed-use development and sustainable transportation. Within the Portland Metropolitan region, Wilsonville's Town Center meets the definition of Climate Friendly Areas.[24] The program also requires cities to reform parking management, expand access to electric vehicle charging in mixed-use and multi-unit developments, and prioritize multi-modal transportation projects.

These State-led policies and programs have been incorporated into Wilsonville's climate action planning process.

20 State of Oregon. 2021. Clean Energy Targets Bill.

21 State of Oregon. 2024. "Climate Protection Program". https://www.oregon.gov/deq/rulemaking/Pages/CPP2024.aspx

22 State of Oregon. 2022. "Advanced Clean Cars II". https://www.oregon.gov/deq/rulemaking/Pages/CleanCarsII.aspx

23 State of Oregon. 2021. "Advanced Clean Trucks Rule". https://www.oregon.gov/deq/aq/Documents/cfpMHDtruckRulesFAQ.pdf. Note that state authority to implement this rule was revoked by Congress in June 2025; however state authorities are continuing to work with the auto industry to achieve these targets.

24 As defined by Oregon's Climate Friendly and Equitable Communities Program. https://www.oregon.gov/lcd/cl/pages/cfec.aspx

THE ROLE OF WILSONVILLE

While these State programs will reduce GHG emissions, there are several reasons why cities like Wilsonville still have an essential role to play in addressing climate change.

Firstly, **not all of the City's emissions are addressed by state-wide legislation**. For example, the State does not yet have a commercial or residential building energy and emissions reporting and reduction program in operation; however these buildings produce 37% of Wilsonville's emissions.[25] Municipalities have authorities such as land-use policy, zoning, and building permitting which can be leveraged to help expedite a reduction in building energy use and emissions.

Secondly, **the success of state-wide legislation is not guaranteed**. For example, the Clean Energy Targets bill (2021) does not dictate how electric utilities are to achieve the required reductions, nor do municipalities have the authority to control this. This puts the onus on the many participants in the electrical grid to forecast production capabilities for 'new' technologies, retire old assets, invest in and construct new ones, adapt generation, storage, transmission, and distribution networks, and then finally to coordinate sufficiently to ensure that the grid will continue to provide stable, affordable and reliable electricity to agreed service levels. Although there are financial penalties for failure, they do not guarantee success.

Furthermore, much of Oregon's legislation focuses on cleaning the electrical grid and capping fossil fuel consumption while transitioning to electric vehicles. Electric vehicles, population growth, and the installation of clean technologies like heat pumps will increase the demand for electricity across Oregon. **Parallel investments in energy efficiency improvements and local renewable projects would offset this increase in electricity demand** and ease the transition. Cities like Wilsonville can play a role in encouraging energy efficiency improvements and solar photovoltaic systems, which can reduce the burden on the state grid and decrease the likelihood of the demand for electricity exceeding the supply.

Fourthly, **the shift to non-emitting energy sources and to more energy-efficient facilities brings many additional benefits to cities and their residents**. For example, more energy-efficient homes are less expensive to heat and cool than conventional homes. Buildings in which natural gas stoves, furnaces and clothes dryers are replaced with electric models will increase electricity consumption, but will have much healthier indoor air quality.[26]

It's also important to note that many of the costs of adapting to climate change and of repairing infrastructure from damage caused by climate change are borne by municipalities. Repairs to stormwater infrastructure, sewers and roadways are examples of municipal costs that are already increasing due to climate change, and this is requiring cities to redirect money to cover these costs. Municipalities that take action now to both reduce emissions and improve resilience are investing to reduce their own future costs. Ultimately, **upgrading this infrastructure comprehensively and early, and investing in local, zero-emissions energy generation, directly reduces the local damage caused by these events and increases the community's resilience, ultimately saving money for the municipality**.

25 The State has passed House Bill 3409, requiring existing large commercial buildings to meet Building Performance Standards by reporting energy use, and implementing measures to reduce energy use sufficiently to meet defined targets. See the following for more information: https://www.oregon.gov/energy/Data-and-Reports/Documents/2025-ODOE-BPS-Legislative-Report.pdf

26 Lewis, Tanya. 'The Health Risks of Gas Stoves Explained'. Scientific American. January 19, 2023. https://www.scientificamerican.com/article/the-health-risks-of-gas-stoves-explained/

MORE THAN A 'CLIMATE PLAN'

Municipal climate actions have come a long way since the first climate action plans were written in the early 2000s. In fact in 2025, the financial business case for climate action is just as compelling as the environmental reasons are. This means that it's becoming easier for cities to justify taking these climate actions than to justify continuing with the status quo.

'Clean' technologies are now proven solutions

Some of the most important 'clean' technologies have now been available for decades. Solar photovoltaic (PV) panels for example, have been viable, affordable and commercially available since the 1980s. In the last decade, the labor force has become familiar with solar installation and maintenance, just as HVAC technicians have become skilled in installing air source heat pumps for both space heating/ cooling and water heating. The costs of installing these systems continue to fall as mass manufacturing practices improve.[27] Government policies, net-metering programs, and utility and transmission readiness now make solar PV a straightforward option for municipalities, corporations, and homeowners.

In essence, in 2025 the risks that once would have been associated with adopting 'new technologies' have been largely eliminated.

Taking climate action reduces municipal costs

Municipal climate actions reduce costs in both a city's operating and capital budgets. The costs to heat and cool energy-efficient facilities using zero-emissions sources are already less variable and lower than the costs of using fossil fuels.[28]

The cost to charge and maintain fleet vehicles is significantly lower than the cost to fuel and maintain ICE vehicles (including the costs of chargers).[29]

Building new developments in existing urban areas - extending buildings upwards rather than extending a city's footprint outwards - reduces municipal costs associated with extending roadways, as well as water, wastewater, fire suppression and power infrastructure out into suburbs. It also avoids the destruction of natural lands and resources that would otherwise be subsumed into urban sprawl.

27 According to the Wood Mackenzie Power & Renewables and SEIA's Q1 2025 report: "An average-sized residential system has dropped from… $40,000 in 2010 to roughly $26,880. Recent utility-scale prices range from $16 to $35/ MWh, competitive with all other forms of generation. https://seia.org/research-resources/solar-industry-research-data/

28 International Energy Agency. "North America: Shares of Renewables" web page. https://www.iea.org/regions/north-america/renewables. Accessed May 27, 2025.

29 McKinsey & Company. Automotive and Assembly. "Why the economics of electrification make this decarbonization transition different." 2023. https://www.mckinsey.com/industries/automotive-and-assembly/our-insights/why-the-economics-of-electrification-make-this-decarbonization-transition-different

Climate actions can provide municipalities with new revenue sources

Both climate actions, and the way those actions are implemented can provide opportunities for cities to establish new revenue sources. Here are some examples of ways in which other communities are generating revenue for the City while contributing to a reduction in community emissions:

- Add a climate surcharge to all public parking (as done recently in Portland). This charge reminds people that there is an environmental cost to driving a personal vehicle, and gently discourages the behavior. Funds from this surcharge are directed into improving alternative modes of transportation.
- Install solar PV on city facility rooftops, over parking lots, and in low-value land such as highway roadsides, to realize revenue from electricity fed into the grid.[30] The French Prairie Solar Station at the interchange of Interstates 5 and 205 offsets operational costs in a similar way for ODOT.
- Create municipal waste management services that re-sell construction materials from dismantled buildings, receive organic waste to produce and sell compost, and collect fats, oils and greases to generate renewable natural gas for sale to industry. A similar program operates at the Gresham wastewater treatment facility.[31]
- Sell residual energy or heat generated at city facilities such as IT data centers, wastewater treatment facilities or underground piping, or other large-scale energy users within city operations.

In fact, there are many ways in which climate change actions improve a city's ability to thrive and ensure that it endures sustainably in the future. Table 2 provides some of the key 'Thriving City Benefits'; specific examples will be discussed throughout this Plan.

30 See the ODOT Solar Highway Program for more information. ttps://www.oregon.gov/odot/Programs/Pages/Solar-Highway.aspx

31 City of Gresham, Oregon. "Wastewater Treatment Plant" web page. https://www.greshamoregon.gov/environmental-services/water-services/wastewater-treatment-plant/.

Table 2. Thriving City Benefits.

Benefit	Icon	Description
Economic and Job Growth		Investments in clean energy, infrastructure, and innovation can create new jobs, attract new industries, and support long-term economic resilience.
Affordability for Residents		Climate action can lower household and business costs over time by reducing energy bills, transportation expenses, and exposure to climate-related damages. This improves long-term home affordability.[32]
Financial Benefits for the Municipality		Climate actions can significantly reduce a municipality's operating costs through reduced energy consumption, more stable pricing, less maintenance, and even new or increased revenue streams.
Improved Health & Air Quality		Cleaner air, expanded green spaces, and safe options for walking and biking contribute to improved physical and mental health across the community.

Benefit	Icon	Description
More Accessible Mobility		Climate action can improve access to affordable, safe, and reliable transportation options such as public transit, biking, and walking.
Improved Energy Security		Distributed renewable energy and energy efficiency improvements help make the power grid more reliable, flexible, and resilient to extreme weather.
Resilient Nature & Biodiversity		Protecting and restoring natural areas supports local biodiversity, improves air and water quality, provides shaded, cooler areas reducing the urban heat island effect, and strengthens community resilience to climate change impacts.
Climate Resilience		Changes such as making buildings more energy-efficient helps communities prepare for and respond to extreme weather, flooding, wildfire, and other climate-related risks.
Reduced Waste		Reducing waste decreases greenhouse gas emissions, conserves natural resources, and supports cleaner, more sustainable communities.

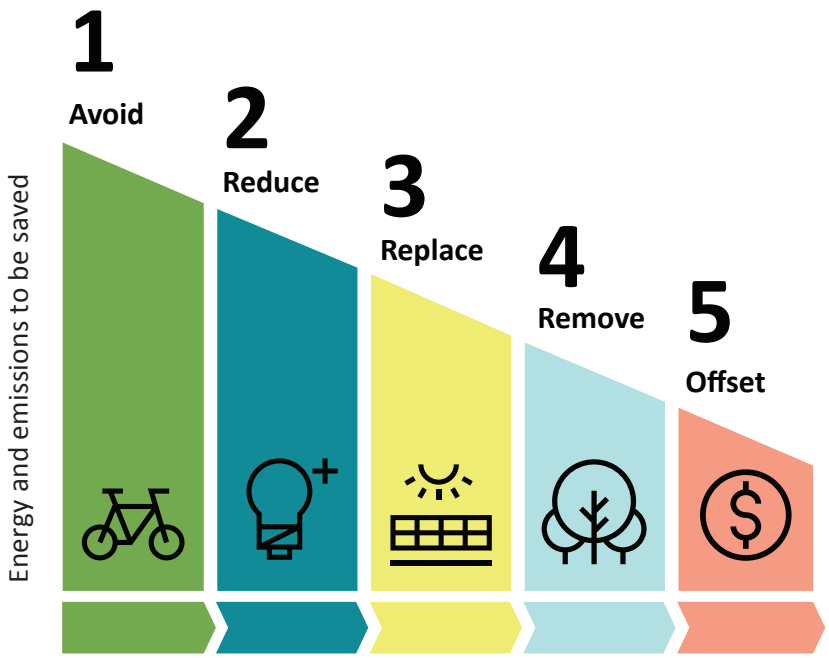
32 World Resources Institute. "12 Reasons Climate Action is Good for the United States Economy." https://www.wri.org/insights/12-reasons-climate-action-good-united-states-economy

PLANNING PARADIGM

Although there are many decarbonization initiatives a city can pursue, they typically fall into one of five strategic approaches, shown in Figure 7. These approaches include: **Avoid, Reduce, Replace, Remove, and Offset**. Wilsonville's CAP was guided in part by prioritizing actions based on the approach they take:

- The top priority is to completely **avoid** activities and fuels that produce emissions.
- This is followed by **reducing** emissions-producing activities, and the amount of energy used through efficiency improvements.
- After efficiency is significantly improved, decarbonization requires **replacing** the use of fossil fuels with zero-emissions energy sources to satisfy the remaining energy demand.
- Protecting existing natural systems (such as trees and wetlands) and technological systems (such as carbon capture and sequestration) to **remove** emissions from our atmosphere. While these are useful, they can only sequester a small amount of the emissions we continue to produce.
- Finally, if the community has emissions it is currently unable to eliminate, the concept of **'offsets'** allows the community to pay someone else to eliminate more of their emissions instead. This approach can be useful, however in practice it has significant challenges. This approach should only be used if no alternative is available, and until a better option is found.

Figure 7. ARRRO Planning Philosophy.





WILSONVILLE'S CURRENT AND FUTURE ENERGY USE AND EMISSIONS

Image: Willamette River Sunset | Source: City of Wilsonville.

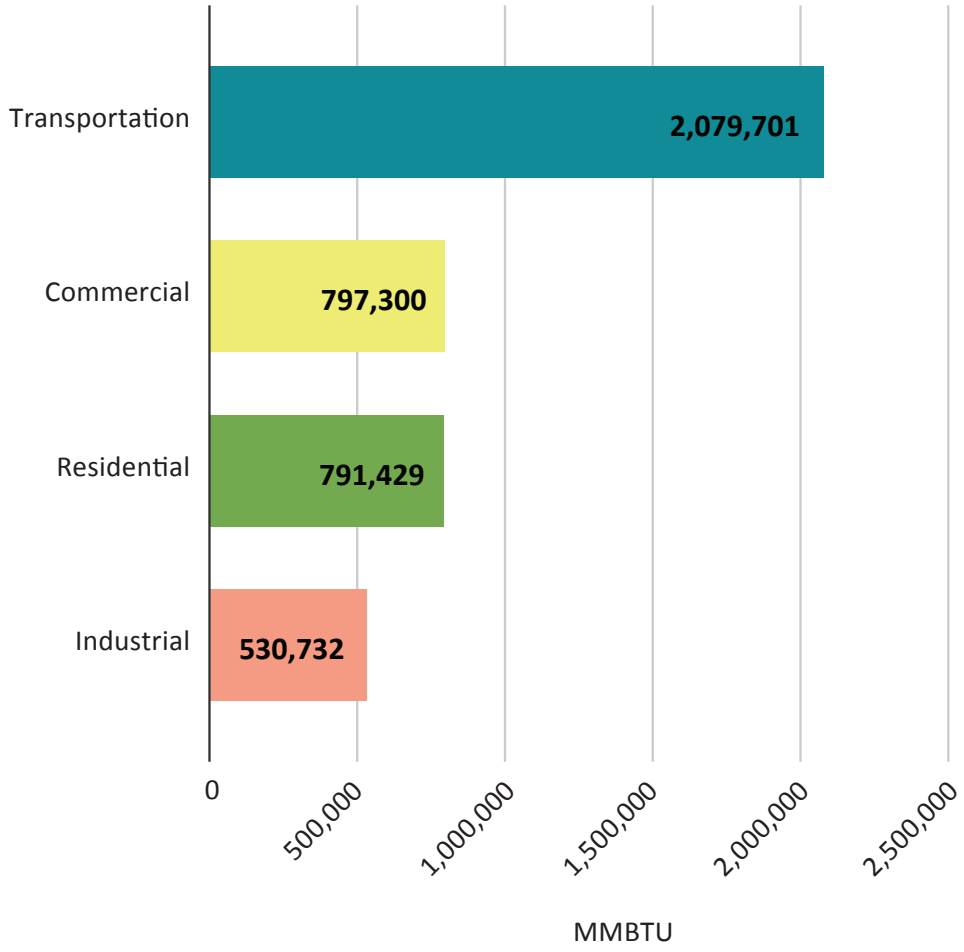
2018 INVENTORY

Using the ScenaCommunity methodology, the project team compiled a community-wide energy and GHG emissions inventory for one calendar year, drawing on data from the City of Wilsonville, State and federal agencies, and other sources. The inventory is organized into five key sectors: transportation, commercial buildings, residential buildings, industrial facilities, and solid waste. The year 2018 was selected as the baseline because it provided the most comprehensive and consistent data across all sectors.

Figures 8 and 9 illustrate energy consumption and GHG emissions in Wilsonville for 2018. **In that year, the community of Wilsonville consumed 179 metric million British thermal units (MMBtu) of energy per person or 4,200,000 MMBtu community-wide, and emitted 12 metric tons of carbon dioxide equivalent ($MTCO_2$) per person, or approximately 285,000 $MTCO_2e$ community-wide.**[33]

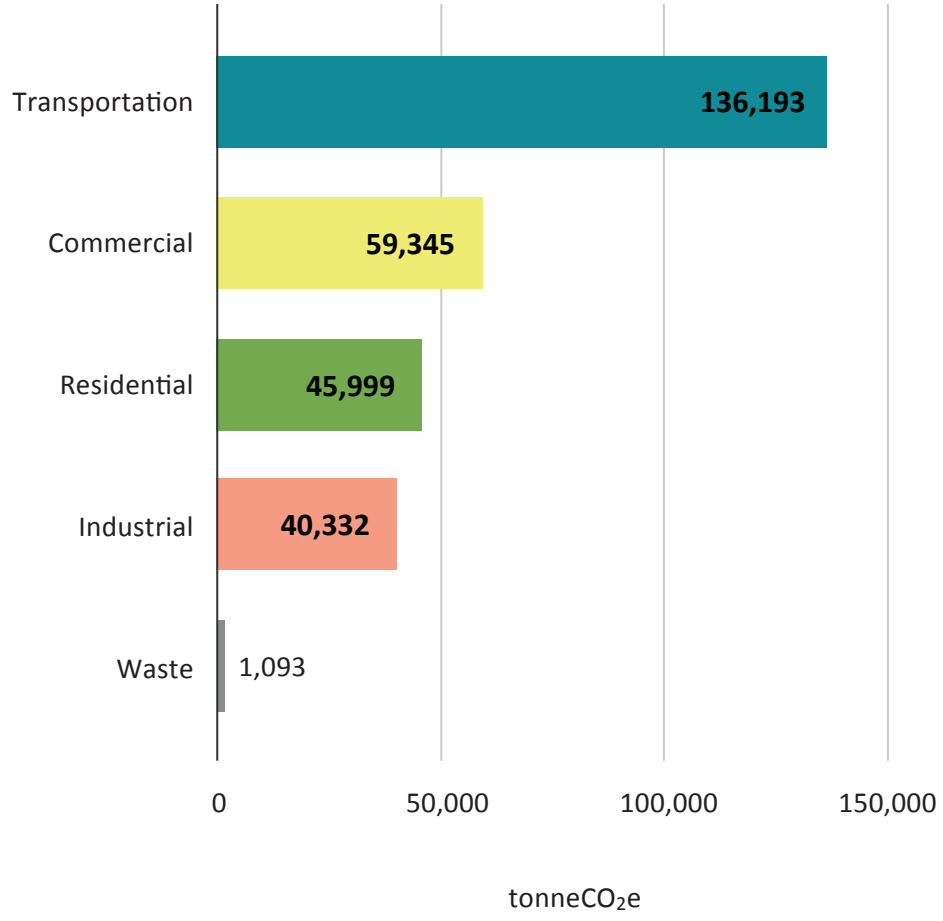
The transportation sector was the largest consumer of energy, accounting for approximately 50% of total use. Residential and commercial buildings each represented about 19%, while industrial facilities comprised the remaining 13%. GHG emissions followed a similar pattern, with transportation responsible for 48% of emissions. Commercial buildings contributed 21%, residential buildings 16%, industrial facilities 14%, and solid waste less than 1%.

Figure 8. Wilsonville's 2018 energy consumption (MMBTU) by sector.



33 For comparison, in 2019 the City of Tigard consumed 129 MMBtu of energy and emitted 10.7 $MTCO_2e$ of emissions per person.

Figure 9. Wilsonville's 2018 GHG emissions ($MTCO_2e$) by sector.



Transportation was the largest source of both energy use and emissions, driven by the City's high rate of vehicle use. In 2018, an estimated 93% of trips in Wilsonville were made by personal vehicles. Even short trips tend to be made in vehicles: 86% of trips that were less than one mile were made in personal vehicles. This indicates an opportunity to reduce GHG emissions by encouraging a mode shift to more sustainable forms of transportation, including walking, biking, and transit, especially for shorter trips. Cities can encourage this by investing in active transportation infrastructure such as bicycle lanes and permitting denser, mixed-use developments.

Commercial and residential buildings were the second largest source of emissions, contributing a combined total of 42% of GHG emissions. Natural gas accounts for approximately 42% and 30% of GHG emissions in residential and commercial buildings, respectively, in the baseline year. Most of the remaining GHG emissions come from grid electricity. This highlights the importance of transitioning away from natural gas use by installing heat pumps in buildings and decarbonizing the electrical grid.

FUTURE BUSINESS-AS-USUAL SCENARIO

After the baseline inventory was completed, a business-as-usual (BAU) scenario was modeled. The scenario forecasted Wilsonville's energy use and GHG emissions annually out to the year 2050 if no changes are made to the City's buildings, transportation patterns, energy sources, and technologies, and the City's population increases over this time by 30% (1% annually).

Figures 10 and 11 show that in the BAU scenario, between 2018 and 2050, Wilsonville's projected energy consumption and GHG emissions will both increase by 22 - 23%. Transportation emissions would slightly decrease during this period due to improved fuel standards and an uptake in electric vehicles, while industrial emissions slightly increase. Most of the new energy and GHG emissions would be associated with new residential and commercial buildings to support the City's population growth and economic development.

Figure 10. Wilsonville's energy consumption (MMBTU) by sector in the BAU scenario, 2018 - 2050.

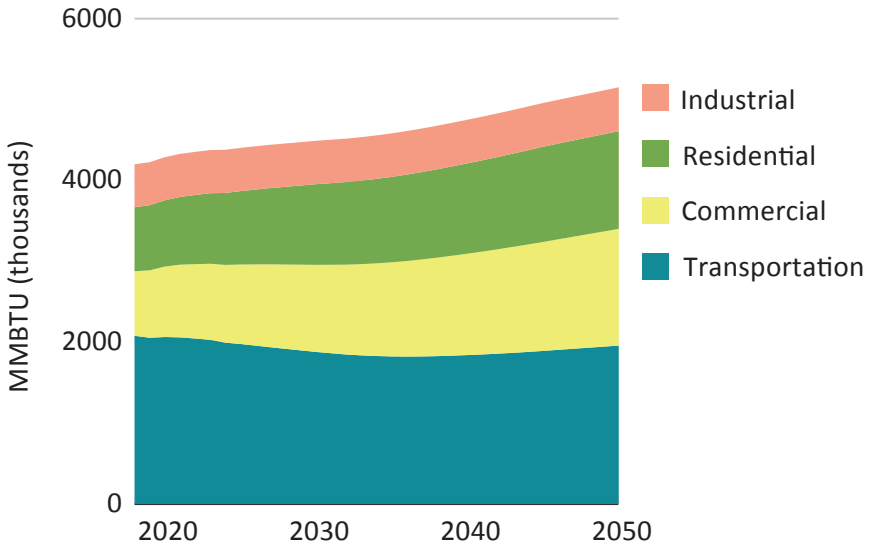
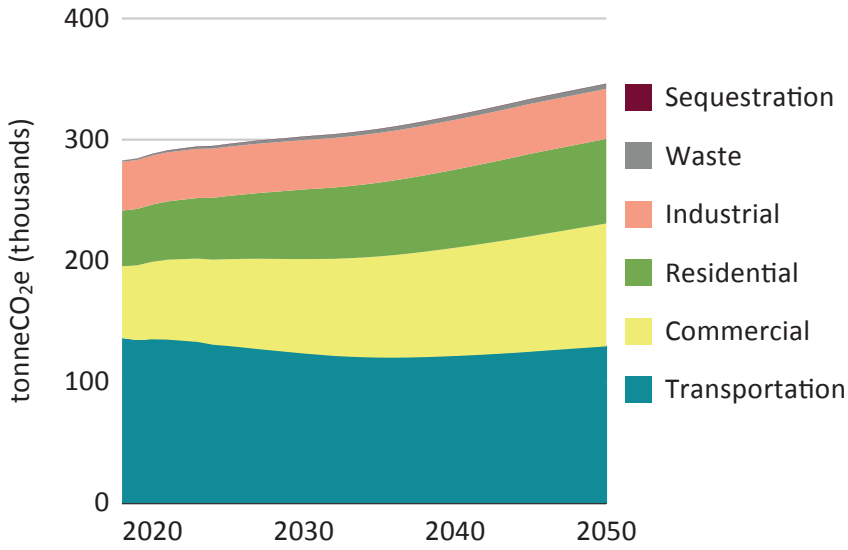


Figure 11. Wilsonville's GHG emissions ($MTCO_2e$) by sector in the BAU scenario, 2018 - 2050.



TWO FUTURE BUSINESS-AS-PLANNED (BAP) SCENARIOS

After the BAU scenario, two Business-as-Planned (BAP) scenarios were modeled. **Both BAP scenarios illustrate the impact of Wilsonville's and Oregon's existing, approved legislation, plans and policies on the community's future energy use and GHG emissions.** Specifically, both BAP scenarios assume that Oregon fully implements the current Advanced Clean Cars II and Advanced Clean Trucks standards. This means that the results show the impact of a) all new light-duty vehicles being electric or plug-in hybrid electric, and b) a growing share of new medium- and heavy-duty vehicles being zero-emissions, by 2035. Both scenarios also reflect the assumption that building codes continue to improve regularly, making new buildings more energy-efficient, and that 1.5% of existing buildings are weatherized annually through Oregon's Healthy Homes Grant Program.

BAP without and with Grid Improvements

The only difference between the two BAP scenarios is the emissions factor of the electrical grid.

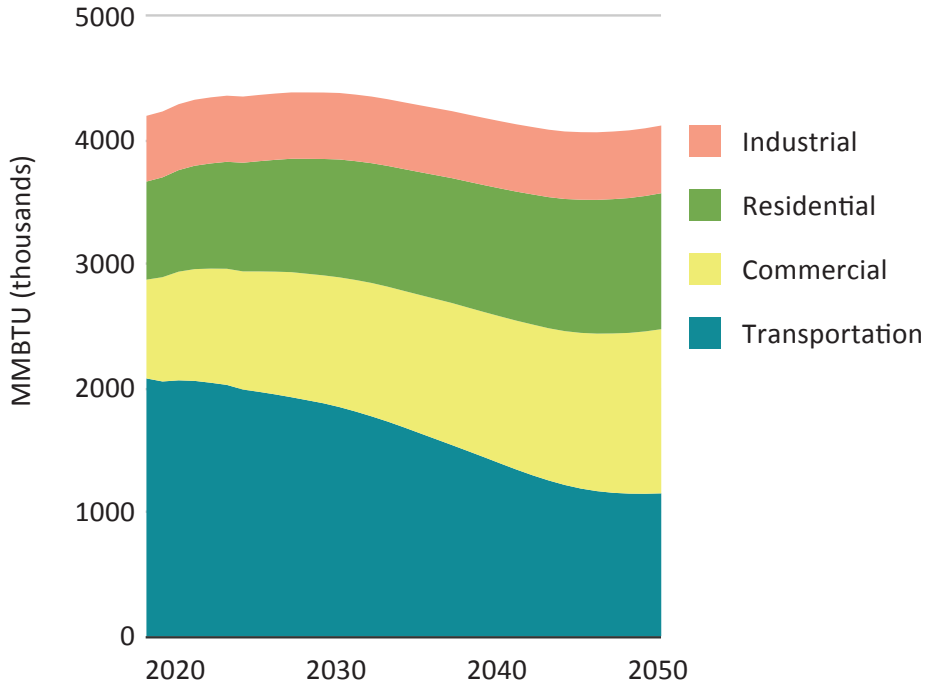
The first BAP scenario (BAP without Grid Improvements) assumes that the GHG reduction targets required by Oregon's Clean Energy Targets Bill are not met, and the electrical grid emissions factor remains at current levels.

The second BAP scenario assumes that the GHG reduction targets set by Oregon's Clean Energy Targets bill are achieved, resulting in 100% renewable electricity by 2040.

Energy Consumption

The amount of energy consumed by the community is the same for both BAP scenarios, all the way out to 2050. The graph in Figure 12 shows Wilsonville's projected annual energy consumption for both BAP scenarios, by sector, out to 2050. Overall, in this time period, energy consumption would decrease by approximately 2%.

Figure 12. Wilsonville's energy consumption (MMBTU) by sector in the two BAP scenarios, 2018 - 2050.



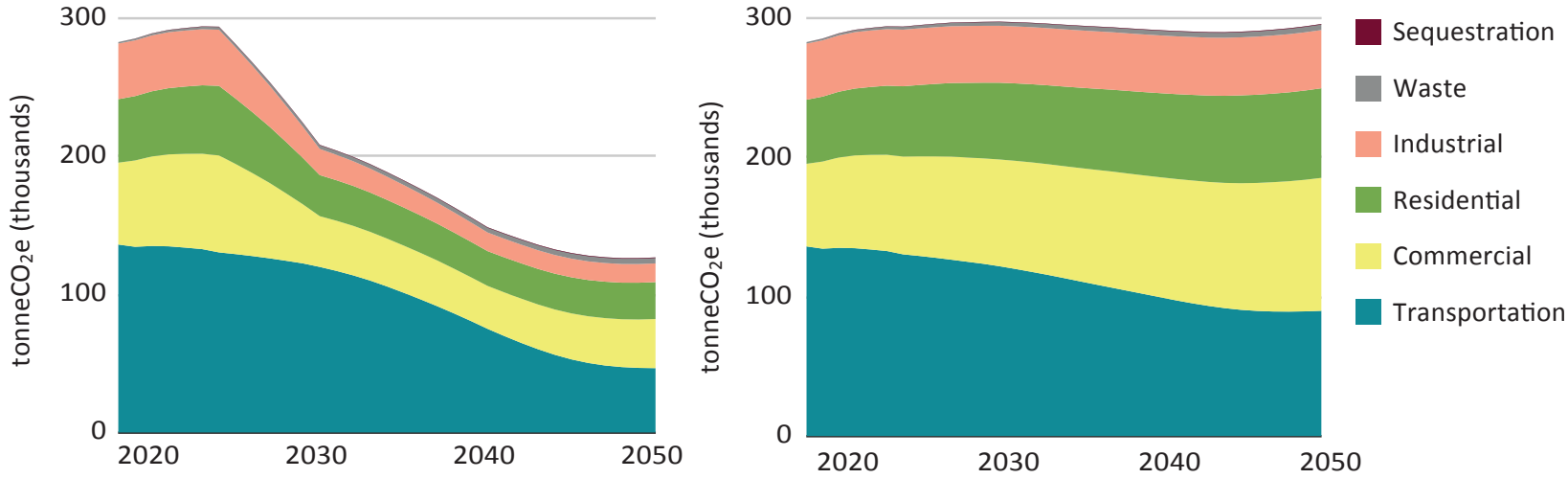
In the transportation sector, the reduction in energy consumption is almost 50%. This is due to the fact that electric and hydrogen vehicles are both much more energy-efficient than gas and diesel-powered vehicles. So, as Wilsonville's vehicles are switched to zero-emissions models, the total energy required for transportation falls significantly.

This improvement, however, is almost entirely offset by increases primarily in energy consumption in the residential and commercial building sectors. This tells us that from the perspective of energy demand, the current rate of building code improvements will not keep up with the impact of population and economic growth in Wilsonville.

Greenhouse Gas Emissions

The greenhouse gas emissions produced in the two BAP scenarios are different. This is shown in Figure 13.

Figure 13. Wilsonville's GHG emissions ($MTCO_2e$) by sector in the BAP scenarios with grid emission reductions (left) and without grid emission reductions (right), 2018 - 2050.



Comparing emissions in these two scenarios allows us to see the importance of decarbonizing the electrical grid to overall GHG emissions reductions in Wilsonville (and the State as a whole). In the scenario where Oregon meets its electrical grid emissions reduction targets, Wilsonville's total GHG emissions decline by 55% by 2050. In contrast, if the grid continues with the same energy mix it had in 2018, Wilsonville's total emissions in 2050 will be 4% higher than they were in 2018 - even if existing trends (such as ZEV adoption) continue, and other existing energy efficiency plans are completed.

Two things become clear from this:

1. Current rates of 'clean technology' adoption combined with Wilsonville's existing initiatives will not be sufficient to meet the community's emission reduction goals. More effort is required.
2. The decarbonization of electricity - both on the grid and with local renewable systems - is critical to reducing emissions and to providing a long-term source of energy for the majority of Wilsonville's energy needs.

TWO FUTURE 'LOW CARBON' SCENARIOS

The project team used the results of the BAU and BAP scenarios to select a set of 'low carbon' actions that would effectively reduce Wilsonville's energy use and eliminate the community's greenhouse gas emissions. Several factors were considered when selecting these actions. These included:

- The climate action planning paradigm introduced earlier in the report;
- The necessity of the action to reach the State's climate goals on the timeline required;
- Selecting actions that would maximize the community's economic development in future growth industries;
- Making life more affordable for Wilsonville's residents and businesses;
- Reducing the City's long-term operating costs, and improving the resilience of its infrastructure; and,
- The City's authority to carry out the action.

The selected actions were then laid out on a specific timeline to ensure that they build upon each other to optimize benefits to the community and take the greatest advantage of financial investments involved. They were modeled on top of (or in addition to) the BAP without Grid Improvements scenario. This final combination of actions on a timeline is the Low Carbon (or LC) scenario. It is described in the next section of this Plan, entitled Low-Carbon Actions. They constitute a pathway for Wilsonville to reach its GHG reduction goals, and to ensure long-term economic and social sustainability for the community.

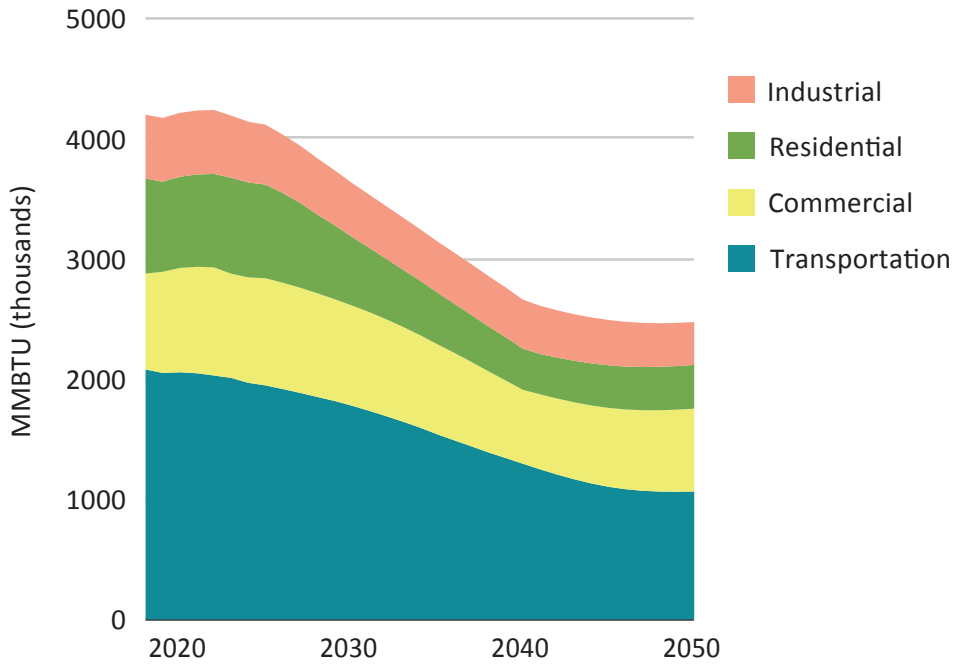
LC without and with Grid Improvements

As with the BAP scenarios, two variations of the low-carbon actions were modeled. In the first scenario, the electrical grid does not decarbonize; instead, the electricity emissions factor remains at its current level. This is the Low Carbon without Grid Improvements (LCWOG) scenario. In the second scenario, the grid does switch to zero-emissions, renewable energy sources by 2040. This is the Low Carbon with Grid Improvements (LCWIG) scenario.

Energy Consumption

As with the BAP scenarios, future energy consumption is the same for both LC scenarios. Energy consumption in the LC scenarios are, however, much lower than in any of the BAU or BAP scenarios. By implementing the actions in the Low Carbon scenarios, Wilsonville's total energy consumption decreases by 41% between 2018 and 2050. Figure 14 displays the projected energy consumption for the Low Carbon scenarios.

Figure 14. Wilsonville's energy consumption (MMBTU) by sector in the two Low Carbon scenarios, 2018 - 2050.



This reduction is due to a number of important changes:

1. The actions include making both existing and new buildings significantly more energy-efficient in the very near future. This reduces the energy that will be required to heat and cool buildings, even as the population grows and new construction continues.
2. Switching from furnaces (even high-efficiency furnaces) to emissions-free heating and cooling systems like heat pumps increases energy efficiency from approximately 96% to 300-400% efficiency. This dramatically reduces total energy consumption in the community.
3. Gas and diesel vehicle engines are only approximately 25% efficient; this means that 75% of the fuel purchased to run an ICE vehicle is lost in the combustion process and in heat, and is not used to actually move the vehicle.[34] On the other hand, electric and hydrogen-fueled vehicles are approximately 87% efficient. As a result, as more ICE vehicles are retired and replaced with zero-emission vehicles, much less energy is required to transport goods and people, even as the population increases.

These reductions in energy consumption translate into long-term financial savings in the form of avoided energy costs for all Wilsonville residents, businesses, and for the City.

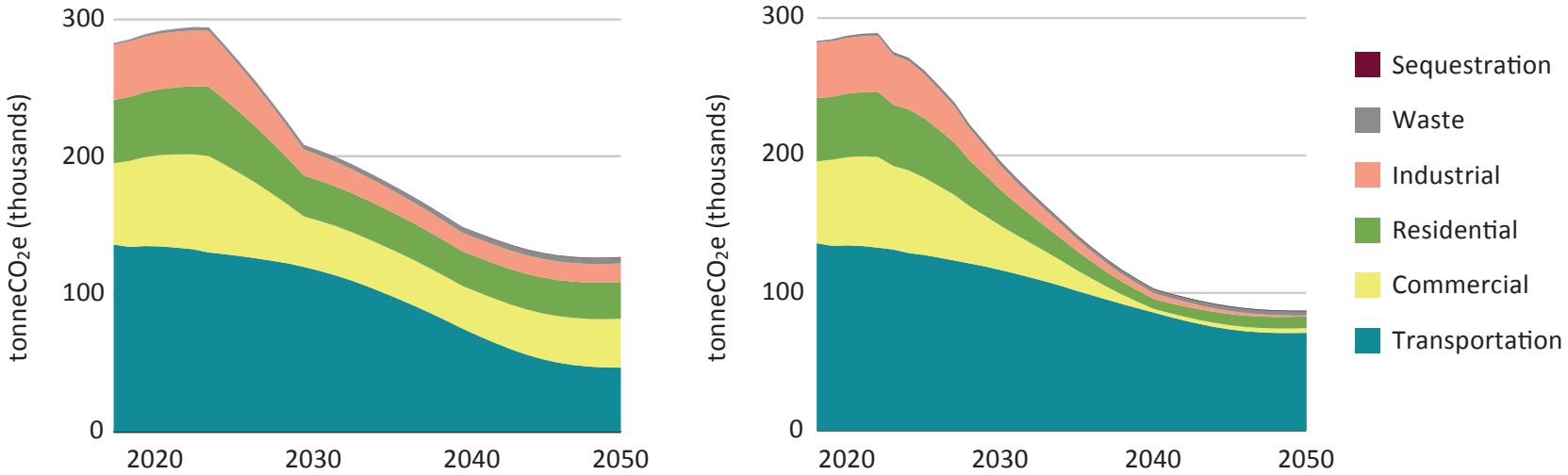
34 U.S. Environmental Protection Agency. "Electric Vehicle Myths" webpage.

Greenhouse Gas Emissions

The pathway of the modeled low carbon actions alone (i.e. without considering the impact of the electrical grid) reduces Wilsonville's total annual emissions by 69% (from 282,963 MTons in 2018 to 86,850 MTons) in 2050. This is a dramatic reduction that highlights how effective local action is, and how important Wilsonville's implementation of these actions will be to ensure the community has a sustainable future. The impact of individual actions, and groups of actions, are described in the Low Carbon Actions section of this document.

There is also a difference in the emissions produced by the two LC scenarios. This is shown in Figure 15.

Figure 15. Wilsonville's GHG emissions (Thousands of Mt CO_2e) 2018 - 2050, by sector in the Low Carbon scenarios. Low Carbon with Grid Improvements (LCWIG) is on the left, and Low Carbon without Grid Improvements (LCWOG) is on the right.



In the Low Carbon with Grid Improvement (LCWIG) scenario, Wilsonville's total emissions fall by 58% in 2035 (exceeding the State's 2035 goal by 13%), and 83% in 2050 (exceeding the State's goal by 3%. By contrast, while the LCWOG scenario also reduces emissions by 58% by 2035, by 2050, it has only eliminated 69% of Wilsonville's emissions.

The Social Cost of Carbon

The difference between the two LC scenarios is most evident in the fact that the LCWIG scenario achieves significant emission reductions much sooner than the LCWOG scenario.

This is significant because reducing emissions **rapidly** is crucial to avoiding the most catastrophic effects of climate change. Those catastrophic effects are realized as costs society must pay to repair damaged and destroyed infrastructure, expand stormwater capacity and backup power, increase healthcare services for heat stroke, develop crop treatments for new pests and diseases, and support for residents without access to cool buildings and clean water during storm events.

This concept of the cost to society of not addressing climate change is called the **'social cost of carbon' (or SCC)**. Resources for the Future provides regularly updated calculations of the SCC in the U.S. for each decade into the future. Their current calculation of the SCC is $226 USD / Metric ton of emissions.[35]

The concept of assigning a societal cost to each ton of emissions released helps us understand the long-term, financial value of reducing our emissions as fast as possible. In the case of Oregon's electricity grid, if it can switch to 100% clean, renewable power by 2040 (as in the LCWIG scenario), this will eliminate over 441,000 **more** Mtons of emissions from Wilsonville, between 2018 and 2050, than the LCWOG scenario. Using the social cost of carbon, we can translate these avoided emissions into a value of $99,666,000 in avoided social costs.

Furthermore, a large portion of the costs (up to 88% in some studies[36]) imposed by the impacts of climate change are borne by local and state governments. This makes sense: as climate change increases, the frequency and severity of damaging storms, excessive heat, and power outages also increase, and the impact of this plays out intensely in urban settings. The infrastructure that is damaged from waste and stormwater networks, to roads and public buildings, and to utility services - is often municipally-owned or managed. This can leave a municipality unable to provide services when they are needed most and also struggling to pay for extensive and regular repairs.

It is in every municipality's interest to support the State in its efforts to decarbonize the grid by 2040, and to take every action within the city's authority to reduce its community emissions.

35 This is the SCC value for the year 2030 from the Resources for the Future, 'Social Cost of Carbon Explorer' website. https://www.rff.org/publications/data-tools/scc-explorer/. Accessed June 18, 2025.

36 Wesseller, Sarah. Yale Climate Connections. "Stuck with the bill: Local governments deluged with rising climate damage costs."

https://yaleclimateconnections.org/2022/09/stuck-with-the-bill-local-governments-deluged-with-rising-climate-damage-costs/. Accessed June 18, 2025.

SUMMARY

Five future energy and emissions scenarios were modeled for Wilsonville. Figure 16 shows the emissions reductions associated with each scenario, alongside the reduction targets (from Executive Order 20-04[37]) of 45% by 2035 and 80% by 2050 relative to 2018 levels.

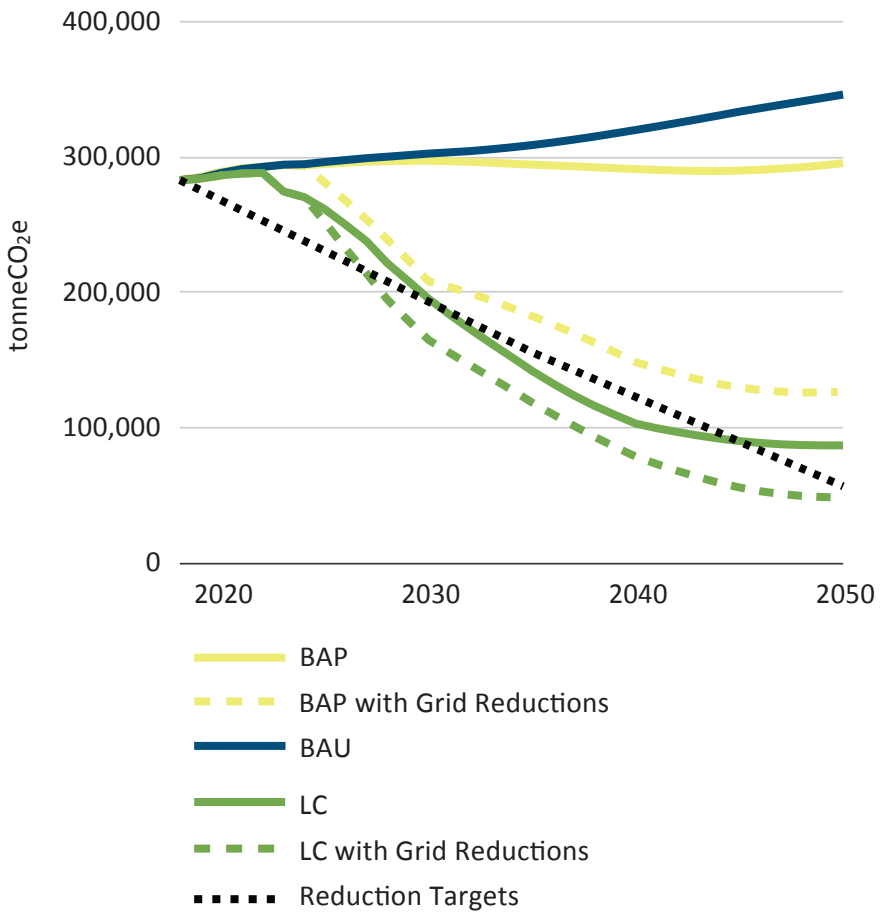
The Business-as-Planned with Grid Improvements (BAPWIG) scenario, which reflects existing state-level policies including grid decarbonization, achieves only a 55% total reduction in emissions by 2050.

The Low Carbon without Grid Improvements (LCWOG) scenario, which includes State policies (excluding decarbonization of the electricity grid) and local climate actions, only achieves a 69% reduction by 2050.

Only the Low Carbon scenario with Grid Improvements (LCWIG) scenario meets the State's goal to reduce emissions by at least 80% by 2050.

This highlights the fact that both state-wide and local actions will be essential to achieving Wilsonville's long-term climate goals. It also indicates that Wilsonville should both support the State's legislation and encourage as much local renewable electricity generation as possible, for the benefit of its community members and itself corporately.

Figure 16. Summary of Wilsonville's GHG emissions ($MTCO_2e$) by scenario, 2018 - 2050.



37 Executive Order 20-04 uses 1990 as a baseline. For this plan, 2018 was selected as a baseline year for the target as 1990 data for the City of Wilsonville is not available.



LOW CARBON ACTIONS

Image: House with solar panels in Oregon, USA.
Source: Photo by RG/stock.adobe.com

OVERVIEW

This section explores what climate actions are, specifically as compared to implementation measures. It then discusses the specific actions included in Wilsonville's Low Carbon scenarios, and the impact each can have on emissions and on the community's overall well-being into the future.

What is a climate action?

Climate actions provide a clear description of the extent and speed of change that is factually required to meet the community's goals. They are not intended to reflect how politically palatable or operationally feasible the action may be. Rather, they provide a scientifically based 'guiding star'. The timeline of climate actions in this Plan are a reference to compare the community's progress to ensure Wilsonville remains on track to meet its goals.

Climate actions are also modelable. This means they are expressed as a quantifiable change that occurs over time, like the following. (Note that this is not a real action from Wilsonville's Climate Action Plan.)

'Beginning in 2028, 35% of all new vehicles sold in Wilsonville will be electric vehicles.'

What is an implementation measure?

Climate actions do not describe **how** this will be achieved - whether it will be through incentives, regulations, etc. **Implementation measures describe the programs, policies, incentives and other tools the City will deploy to ensure that the climate actions are achieved.** An initial set of Implementation Measures that have been reviewed by Wilsonville's staff is provided in Appendix A. These constitute a starting point that will need to be reviewed and revised regularly and quickly become more ambitious to realize the benefits described in this Plan.

Emissions Impact Summary

The impact of each of Wilsonville's climate actions is shown in Figure 17 and 18. These are wedge diagrams. The line that runs almost horizontally across the top of the graph represents Wilsonville's emissions in the BAU scenario, if no actions are taken to address climate change. Below are a series of colored wedges, each of which represents the impact of one of the actions described below.

Figure 17 highlights the LCWIG scenario (in which the electricity grid is fully decarbonized by 2040), and Figure 18 highlights the LCWOG scenario (in which the state grid targets are not achieved). If the latter scenario occurs, further local actions (in addition to what was modeled like maximizing rooftop solar potential and procuring green electricity) will become critical for Wilsonville to meet its climate goals.

Figure 17. Emission reductions over time for each action in the Low Carbon with Grid Improvements (LCWIG) scenario.

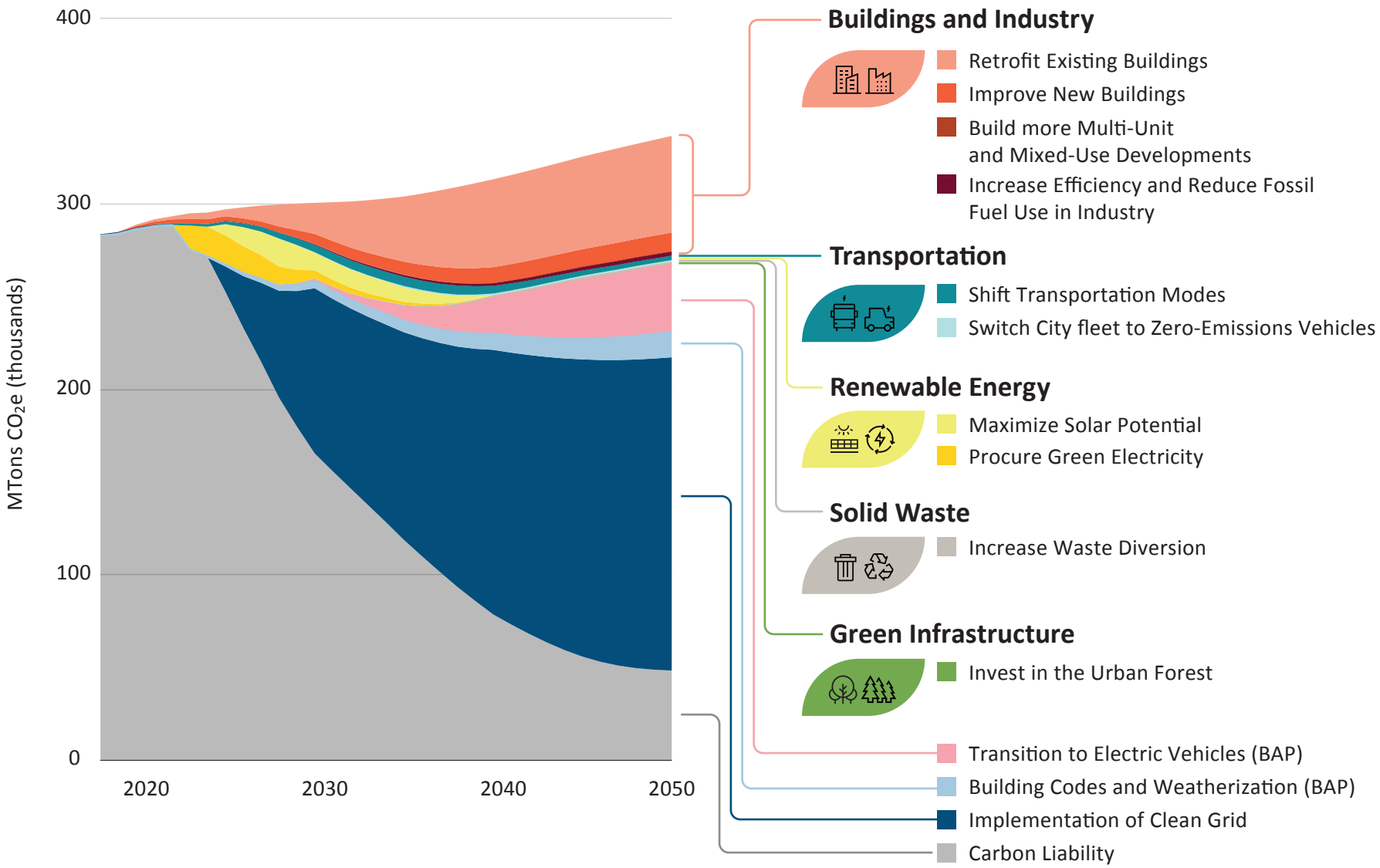
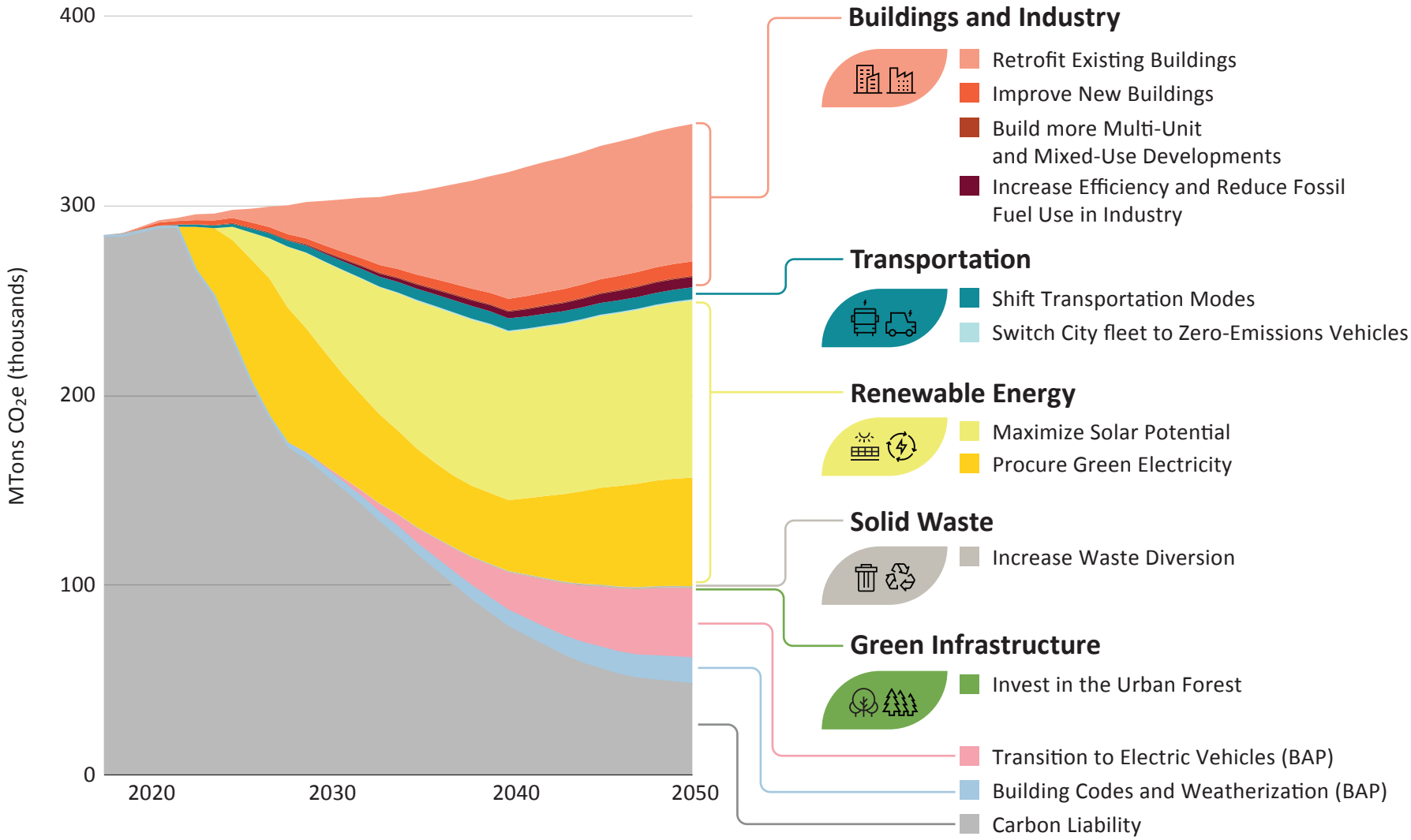


Figure 18. Emission reductions by action in the Low Carbon without Grid Improvements (LCWOG) scenario.



These diagrams illustrate that many actions initially only reduce a small amount of emissions, but their impact grows rapidly over time. This illustrates the importance of starting this work immediately.

City Leadership

The first few years of many of these actions are critical to 'normalizing' these changes, helping Wilsonville's residents, businesses and City staff become familiar with them. As people begin to adopt heat pumps, install solar systems and switch to ZEVs, these actions will become 'normal'.

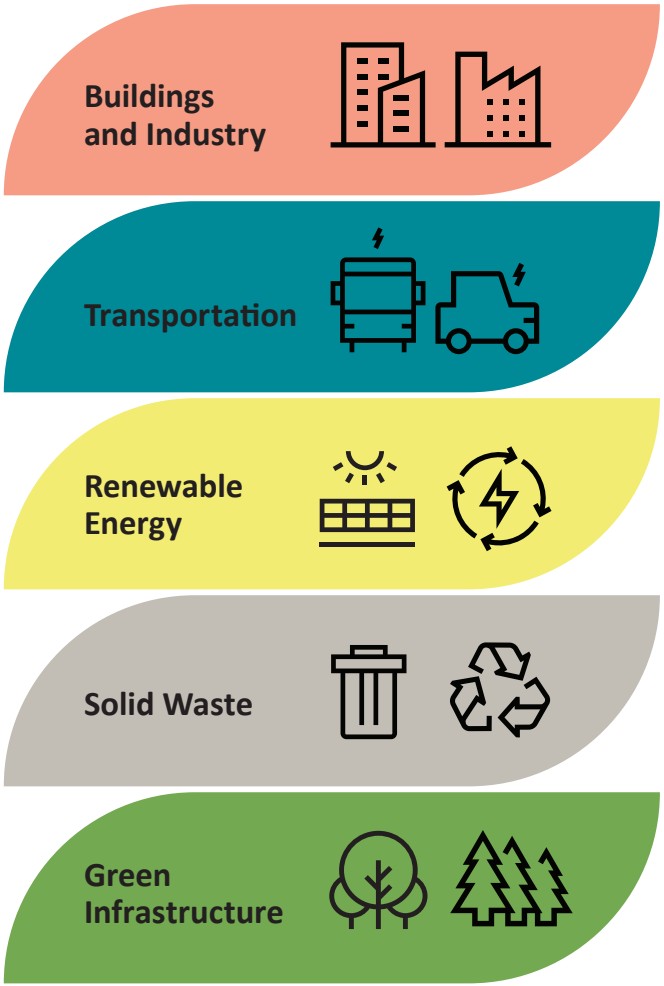
Monitoring the challenges encountered in those first few years and adapting quickly will be a key way that the City of Wilsonville can ease and speed up the transition. For example:

- Changes may be required to City permitting processes to ensure that installing heat pumps is as easy or easier than installing a furnace.
- Construction workers will need to be taught new building standards and more solar PV installers may be required. The City can work with the State, community colleges and trade programs to anticipate this need and develop programs to ensure a sufficient local work force is available and ready to benefit from the demand for their skills.
- Additional ZEV charging infrastructure and energy storage will be required, but where and how quickly will require analysis and planning.
- Active transportation infrastructure can be implemented and adjusted quickly to ensure it adapts to residents' needs and makes them feel comfortable enough to continue using it.
- Retrofitting the City's own facilities, setting higher energy standards for its own new corporate buildings, and switching its own fleet to zero-emissions vehicles are also vital ways the City should demonstrate leadership in taking action on climate change. Taking these steps will also help educate the community, and support the development of a local, skilled workforce.

If the City of Wilsonville takes a proactive, flexible, and supportive approach to these initial years, the benefits of these changes quickly become self-evident, and the changes will become self-perpetuating. As implementation continues, the City will need to actively monitor and report on the programs, policies, incentives and educational initiatives, and the progress being made. Many of these City initiatives will require regular updates to improve uptake or ensure that the desired changes are accelerating.

Wilsonville's Climate Actions

The next section of the Plan describes the low-carbon actions that the City of Wilsonville can either directly control, lead, or strongly influence. There are ten climate actions grouped into five categories:



For each sector and/ or action, the following is provided:

- Identification of the sources of emissions in Wilsonville that will be reduced by the action.
- A description of the action, and how it interacts with other actions to maximize emissions reductions, cost savings, and other benefits.
- The specific wording of the action that was modeled.
- A high-level indication of the up-front cost/savings and long-term cost/ savings to implement the action.
- Icons indicating how the action also supports Wilsonville's ability to thrive economically and socially by addressing additional urban challenges. (These icons are described in Table 2: Thriving City Benefits Legend.)

Buildings & Industry

Buildings are responsible for just over half of Wilsonville's GHG emissions. In 2018, residential and commercial buildings were responsible for 37% of the City's emissions, while industry was responsible for another 14%. Given the scale of these emissions, three Low Carbon actions were developed for buildings and industry. These include retrofitting existing buildings, improving new buildings, and improving industrial efficiency.

ACTION:

Retrofit Existing Buildings

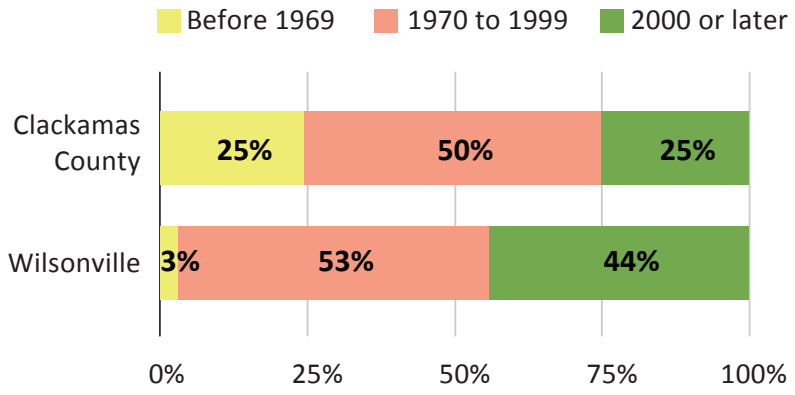
This action also provides the following Thriving City benefits:

- Affordability for Residents
- Financial Benefits for the Municipality
- Economic and Job Growth
- Improved Health and Air Quality
- Improved Energy Security

The City of Wilsonville has a relatively new housing stock, with nearly half of all residences having been built after 1999. And whereas 25% of homes across Clackamas County as a whole were built before 1969, only 3% of homes in Wilsonville existed before this date. This reflects the City's significant growth over the past two decades.

Despite this however, energy used to heat and cool, light, and run appliances in Wilsonville's residences produced 16% of the community's total emissions in 2018. Energy used in commercial buildings was responsible for a further 21% of total emissions in the same year.

Figure 19. Era of construction for residential buildings in Clackamas County and Wilsonville, 2023.[38]



Emissions from energy used in both residential and commercial buildings must be reduced first by retrofitting the buildings to be more energy-efficient. These retrofits often include upgrading insulation and windows, sealing air leaks, and upgrading to more energy-efficient windows and doors. Fossil fuel heating systems and appliances must then be replaced with zero-emissions alternatives such as electric heat pumps (with or without backup electric resistance heat) for space heating and cooling, and for domestic water heating.

These upgrades provide long-term energy cost savings for owners and tenants. They also reduce the amount of temperature fluctuation within a building and delay the impact of power outages on indoor temperatures. In addition, the removal of natural gas and wood furnaces improves indoor air quality and provides healthier living spaces particularly for children and those with respiratory ailments.

38 Source: American Community Survey 2023 5-Year Data, Table B25034.

Immediate Cost and Long-Term Savings

The up-front cost to retrofit buildings depends on the condition and age of the building. Because most of Wilsonville's buildings were constructed after 2000, less retrofit work will likely be required, and the associated cost will also be lower than in older communities.

Retrofitting buildings provides secure, long-term cost savings to homeowners, businesses and to the City in terms of its own facilities. On other projects SSG has worked on in Oregon, the average household that underwent retrofits and conversion to zero-emissions systems saved more than $1000 annually in energy costs.

Modeled Action

Beginning in 2025, existing buildings in Wilsonville are gradually retrofitted to reduce thermal energy consumption by 40% and plug load energy consumption by 10%. By 2040, all existing buildings have been retrofitted to this standard.

Emissions Reduction

Between 2025 and 2050, this action will eliminate a total of 463 kt CO_2e in residential buildings and 579 kt CO_2e in commercial buildings. Together this constitutes 25% of the total emissions reductions achieved by this Plan.

ACTION:

Improve New Buildings

This action also provides the following Thriving City benefits:

- Affordability for Residents
- Improved Health and Air Quality
- Improved Energy Security

In Oregon, building codes are adopted at the state level, and all local jurisdictions, including the City of Wilsonville, are required to enforce the statewide code. The State typically updates its building codes every several years to align with international standards and best practices.[39] As a result, the City does not have the authority to mandate more stringent requirements for new buildings than those set by the State.

However, the City can encourage or incentivize developers to adopt Oregon's optional Residential and Commercial Reach Codes, which go beyond the base code to improve energy efficiency. Under the 2023 Residential Reach Code, new dwellings must follow one of three compliance paths: the ENERGY STAR Single-Family New Homes National Program, the U.S. Department of Energy Zero Energy Ready Home Program, or the Passive House US (Phius) 2021 Certification.[40]

Given this context, while the BAP scenarios assume that the State will adopt new building codes every five years, the LC scenarios include actions reflecting the City's ability to incentivize, and otherwise ensure that more buildings achieve higher energy efficiency standards.

Immediate Cost and Long-Term Savings

On average, the construction of new buildings to a net-zero emissions standard generally increases the up-front costs by 4% relative to building to code. This incremental cost is quickly offset by significantly lower energy costs the building will require. This is because the energy required by the building will be provided largely by on-site renewable energy systems that will provide power almost for free for the life of the building.

In the context of increasing affordable housing, building to a net-zero standard significantly improves the long-term affordability of home ownership.

Modeled Action

By 2030, 25% of new buildings constructed in Wilsonville meet net-zero standards; by 2040, this standard is met by 50% of newly constructed buildings.

Emissions Reduction

Compared to the Business as Planned scenario, this action will reduce GHG emissions by 152,000 $MTCO_2e$ in residential buildings and 154,000 $MTCO_2e$ in commercial buildings between 2025 and 2050. Together this constitutes 7% of the total emission reductions achieved by the actions in this Plan.

39 https://www.oregon.gov/bcd/codes-stand/pages/codebook-history.aspx
40 https://www.oregon.gov/bcd/codes-stand/Pages/reach.aspx

ACTION:

Build more Multi-Unit and Mixed-Use Developments

This action also provides the following Thriving City benefits:

- Affordability for Residents
- More Accessible Mobility
- Improved Health and Air Quality

Encouraging more multiunit and mixed-use development is a key strategy for reducing GHG emissions. These types of developments typically support more efficient land use, reduce the need for car travel, and make it easier for residents to bus, walk, or bike to destinations. These developments also increase housing diversity and affordability. As noted earlier, Oregon's Climate Friendly and Equitable Communities (CFEC) program requires cities to plan for a Climate Friendly Area, which must be well-served by multi-modal transportation, and be large enough to accommodate 30% of housing needs.

Within the Portland metropolitan areas, existing centers included in the 2040 Growth Concept are considered Climate Friendly Areas, including Wilsonville's Town Center.[41] The Town Center area was updated in 2019 to be a walkable, mixed-use, and transit-supportive area, and is consistent with CFA requirements. This action is based on these state requirements.

41 https://www.wilsonvillelibrary.org/citycouncil/page/city-council-15

Immediate Cost and Long-Term Savings

Multi-unit residential buildings can be more expensive to construct than single-family homes. However, when they are planned in coordination with transportation and infrastructure planning, many of these incremental costs can be reduced significantly. For example, a community with less land dedicated to vehicle parking is much less expensive for a developer to build. If that community is also provided with access to excellent walking, biking and transit, the residents will also be able to travel as required without having to own a personal vehicle. This reduces the cost burden on residents for transportation and makes life much more affordable overall.

Modeled Action

30% of Wilsonville's new housing will be built in the Town Center area of the city.

Emissions Reduction

This more compact development will reduce GHG emissions by 15,000 $MTCO_2e$ between 2025 and 2050 relative to the BAP scenario. This constitutes only 0.4% of the total emissions eliminated by this Plan; however, this action enables subsequent actions to achieve larger emissions reductions.

This action aligns with:

- **Wilsonville Town Center Plan (2019)**

ACTION:

Increase Efficiency and Reduce Fossil Fuel Use in Industry

This action also provides the following Thriving City benefits:

- Economic and Job Growth
- Improved Energy Security

Industry plays a key role in Wilsonville's local economy, and in 2018 was responsible for 14% of the community's total emissions. One of the most effective actions the City can take is to encourage or require local industry businesses to invest in energy efficiency improvements. These types of changes include upgrading to more efficient motors and HVAC systems, upgrading the efficiency of fans, ensuring all lighting is LED, and optimizing compressed air systems.

Manufacturers can also reduce energy consumption and emissions by adopting ongoing behavior and process improvement methodologies such as Lean Continuous Improvement[42], maximizing circularity, replacing treated water with recycled water for cooling processes, etc.

In addition to improving efficiency, industrial operations in Wilsonville will need to significantly reduce their use of fossil fuels. In 2018, fuel oil, propane and natural gas accounted for just over 40% of Wilsonville's industrial energy consumption. As noted earlier, Oregon's Climate Protection Program set a declining cap on GHG emissions from fossil fuels, with a goal of reducing emissions by 90% by 2050 from 2017 to 2019 levels.

The climate action for industry reflects these two parts: improving energy efficiency and replacing fossil fuels with electricity.

Immediate Cost and Long-Term Savings

Industrial energy efficiency and decarbonization measures have varying levels of cost associated with them. Process improvement initiatives can produce significant results at a low cost; whereas replacing a blast furnace with an arc furnace in a steel manufacturing facility can be very expensive.

Many changes however, such as upgrading motive equipment[43] and investing in variable speed fans can be timed to align with regular equipment maintenance and replacement schedules, to spread the impact of additional costs over time. Upgrading to more efficient equipment often reduces a company's energy costs, providing them with long-term cost savings. In addition, many successful industrial and manufacturing companies are familiar with the need to invest upfront to reduce their long-term operating costs and are willing to do so. However, they may be unaware of the new, energy-efficient, and 'decarbonized' technologies their business could benefit from. Here again, the City can play a role in encouraging and recognizing business for their efforts to make these changes.

42 Michigan Tech. 'What is Lean' web page.' https://www.mtu.edu/improvement/learn/what/

43 Motive equipment is equipment that moves things, such as conveyor belts and assembly robots.

Modeled Action

Part I: Industrial facilities in Wilsonville will implement measures that reduce their total energy consumption by 20% by 2050.

Part II: Natural gas used by industry will be reduced by 50% by 2035, and by 90% by 2050. It will be replaced with electricity.

Emissions Reduction

Part I: Energy efficiency measures in industry will reduce Wilsonville's emissions by 55,000 $MTCO_2e$ between 2025 and 2050.

Part II: Replacement of natural gas with electricity will also reduce Wilsonville's total emissions by 55 $MTCO_2e$ between 2025 and 2050.

This two-part action constitutes approximately 3% of the total emission reductions in this Plan.

Renewable Natural Gas

Renewable natural gas (RNG) is produced by capturing and refining methane emissions from organic waste sources such as landfills, wastewater treatment facilities, and agricultural operations. Because it comes from 'renewable sources' and not from fossil fuels, it is considered a renewable source of energy. However, if we burn it faster than it can be replaced, we are still increasing the total amount of greenhouse gases in the atmosphere, and in this case, RNG cannot be considered a renewable source of energy.

In addition, the availability of RNG is expected to remain very limited for the foreseeable future. A 2017 study by the Oregon Department of Energy estimated that the state's total RNG production potential using anaerobic digestion amounts to approximately 10 billion cubic feet per year. This represents only about 4.5% of Oregon's annual natural gas consumption.[44] The use of RNG should therefore be limited to situations in which there are no alternatives, such as steel manufacturing which requires very high temperatures that cannot be achieved with electricity. RNG should not be used to heat buildings, domestic water, or clothes dryers, because highly efficient, electric alternatives are available for all of these purposes. Additionally, the use of RNG should be stopped as soon as a truly zero-emissions alternative is available.

Based on this, the use of RNG was not included as a viable emissions reduction strategy in Wilsonville's Low Carbon scenarios.

44 Oregon Department of Energy. "Biogas and Renewable Natural Gas Inventory SB 334 (2017): 2018 Report to the Oregon Legislature." September 2018. https://www.oregon.gov/energy/Data-and-Reports/Documents/2018-RNG-Inventory-Report.pdf

Transportation

ACTION:

Shift Transportation Modes

This action also provides the following Thriving City benefits:

- Affordability for Residents
- More Accessible Mobility
- Improved Health and Air Quality

Transportation is the largest source of emissions in Wilsonville, accounting for 48% of community-wide emissions in 2018. Many residents rely on private vehicles for most of their trips, due to limited transit service and active transportation infrastructure. In 2018, more than 90% of personal trips in Wilsonville were taken by car, as shown in Figure 20. Given that municipalities in Oregon have significant authority over transportation planning, Wilsonville has an important role in supporting a shift to more sustainable modes and reducing vehicle miles travelled.

Immediate Cost and Long-Term Savings

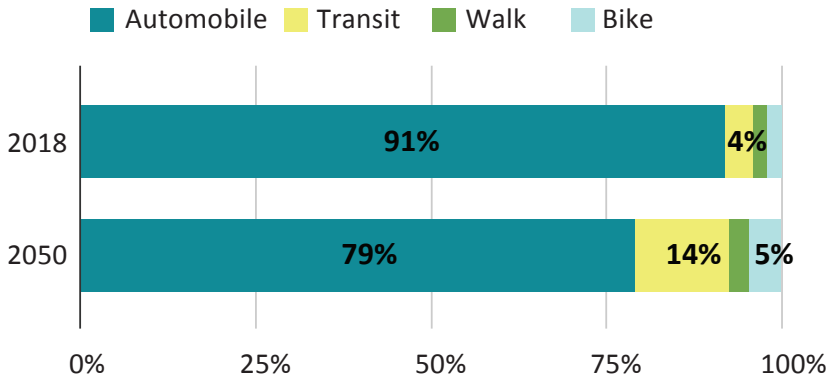
Owning, operating and maintaining a private vehicle is the second largest cost (after owning a home) the average American will have during their lifetime.[45] Being able to depend upon active transportation and shared transportation significantly reduces this cost and makes life more affordable for residents.

Modeled Action

Improve transit service and active transportation infrastructure to support a gradual reduction in the number of trips taken in private vehicles from 91% in 2018 to 79% in 2040. Approximately 2% of these trips (primarily those that are less than 2 miles in distance) should shift to walking and cycling, and 10% of these trips should shift to transit. This shift is shown in Figure 20.

45 American Automobile Association. "AAA Your Driving Costs: The Price of New Car Ownership Continues to Climb." 2024. http://newsne-aaa.iprsoftware.com/news/aaa-your-driving-costs-the-price-of-new-car-ownership-continues-to-climb

Figure 20. Modeled mode share for all person trips in 2018 and 2050 in the Low Carbon Scenario.



Emissions Reduction

This modal shift would result in an estimated emissions reduction of 125 $ktCO_2e$. This is 3% of the total reductions achieved by the actions in this Plan.

This action aligns with:

- Bicycle and Pedestrian Master Plan (2006)
- Transportation System Plan (2013)
- SMART Transit Master Plan (2023)

ACTION:

Switch City fleet to Zero-Emissions Vehicles

This action also provides the following Thriving City benefits:

Affordability for Residents

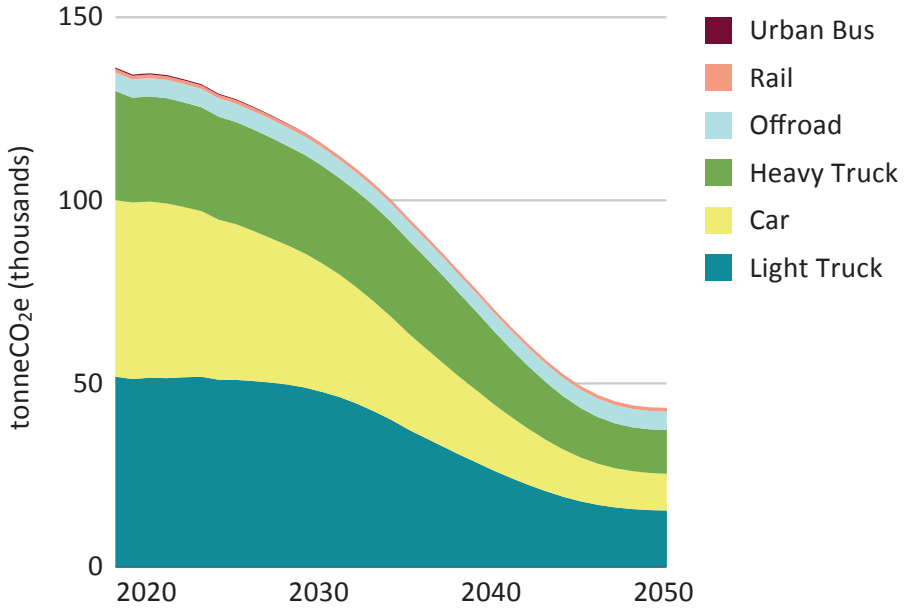
Improved Health and Air Quality

In addition to shifting toward more sustainable modes of travel, reducing transportation emissions will also require a significant transition to electric vehicles. As of 2018, fewer than 1% of vehicles in Wilsonville were ZEVs or plug-in hybrid electric vehicles. However, as noted earlier in the plan, Oregon has adopted ambitious regulations to phase in ZEVs. These include the Advanced Clean Trucks Rule (2021) and the Advanced Clean Cars II regulation (2022). The Clean Trucks Rule requires that an increasing share of new medium- and heavy-duty vehicles sold in Oregon are ZEVs. The Advanced Clean Cars II regulation mandates that all new light-duty vehicles sold must be ZEVs[46] by 2035.

Because this is a legal requirement, the emissions reductions associated with this shift are captured in the BAP scenario. The reduction in total transportation emissions as a result of this legislation is shown in Figure 21.

46 The legislation specifically requires that the vehicles be electric or plug-in hybrid electric models.

Figure 21. Remaining transportation emissions by vehicle type in the Low Carbon scenario with grid emission reductions.



However, the City of Wilsonville can support this shift in a number of ways.

Under the State's Climate Friendly and Equitable Communities (CFEC) program, the City is to ensure that a portion of parking spaces in new multi-unit and mixed-use developments are ZEV-ready. The City can also install ZEV charging stations, and reduce the cost of parking for electric vehicles, as noted in Appendix A.

The City can also switch its own vehicle fleet to zero-emissions models, earlier rather than later. The conversion of the City's fleet therefore was included as a Low Carbon action.

Immediate Cost and Long-Term Savings

Purchasing a new ZEV currently costs more than purchasing a new ICE vehicle. The incremental cost is higher for medium and heavy-duty vehicles than for light-duty vehicles. However, the cost for new electric light duty vehicles (LDVs) is expected to fall to be the same as the cost of new ICE vehicles before 2030.[47] The purchase prices for medium and heavy-duty zero-emissions vehicles are expected to be the same as their ICE equivalents by the mid-2030s.

Modeled Action

By 2030, all new light duty vehicles purchased by the City will be ZEVs. By 2035, all light duty vehicles in use by the City will be zero-emissions, and all new medium and heavy-duty vehicles purchased by the City will be zero-emissions. By 2040, all medium and heavy-duty vehicles in use by the City will be zero-emissions.

Emissions Reduction

Switching the city fleet to zero-emissions vehicles at this pace will eliminate 11,000 $MTCO_2e$ of emissions between 2025 and 2050 in Wilsonville.

This action aligns with:

- SMART Climate Action Plan (2022)

47 Rocky Mountain Institute. 2023. "X-Change: Cars. The end of the ICE Age". https://rmi.org/insight/x-change-cars/

Renewable Energy

ACTION:

Maximize Solar Potential

This action also provides the following Thriving City benefits:

- Affordability for Residents
- Improved Energy Security

Wilsonville has limited influence over GHG emissions from the state-wide electrical grid. While Oregon's Clean Energy Targets bill (2021) commits utilities to delivering 100% renewable electricity by 2040, the legislation does not prescribe how this target will be achieved. Success depends on the ability of numerous participants to coordinate investments, retire outdated infrastructure, integrate new technologies, and maintain reliable service. Although financial penalties exist for noncompliance, they do not guarantee progress.

However, Wilsonville can maximize its solar energy potential by incentivizing and requiring the installation of ground-mount, rooftop and building-integrated solar photovoltaic (PV) systems, in conjunction with battery and other energy storage systems. These systems strengthen the City's local energy resilience and provide a reliable source of clean, local energy, resulting in reduced GHG emissions even if the state-wide grid is not fully decarbonized by 2040. The action modeled for this Plan takes maximum advantage of Wilsonville's suitable, available rooftop surfaces. (Additional capacity from ground-mount and building-integrated solar PV systems was not included in this action but could be explored by Wilsonville in the future.)

Immediate Cost and Long-Term Savings

Solar PV systems have a relatively high initial cost to install. In many locations, utilities, municipalities, states, and federal programs offer stackable rebates to reduce this initial cost.

In the long term, these systems can provide owners with free electricity for the lifetime of the system. With net-metering, utilities pay solar system owners for excess electricity they generate and feed that excess electricity back into the grid. This arrangement benefits home owners with solar systems. It also constitutes a significant long-term cost reduction measure for municipalities like Wilsonville, and for corporations to install these systems on as many of their buildings as possible.

Modeled Action

Residential building owners install a total of 10 MW of rooftop solar PV capacity in approximately 315 systems across the city, and commercial building owners install 323 MW of capacity across 84 systems.

Emissions Reduction

This action would reduce emissions by an estimated 1,372 $ktCO_2e$ between 2025 and 2050 compared to the BAP scenario. This constitutes 33% of the total emissions eliminated by the low carbon actions in this Plan.

ACTION:

Procure Green Electricity

In addition to increasing the installation of solar PV systems, Wilsonville can reduce emissions by encouraging residents and businesses to procure green electricity from utilities such as Portland General Electric (PGE). In 2018, over 10% of the electricity used in Wilsonville came from renewable sources, qualifying the City as an EPA-designated Green Power Community. PGE offers several voluntary programs, such as Green Future Choice, Green Future Block, Green Future Enterprise, and Green Future Impact that allow residential and commercial customers to purchase renewable electricity for a small additional cost.[48] For example, the Green Future Choice program allows customers to procure 100% renewable energy for approximately one cent more per kilowatt-hour, or about $5 more per month for the average home.

Immediate Cost and Long-Term Savings

As described above, the incremental cost to purchase green power is low for both residential and business customers. This makes this action easier for many to adopt. However, it also does not provide the long-term financial savings that installing a solar PV system would provide.

Modeled Action

Procurement of green electricity increases to 34% of the community's total electricity consumption by 2030 and 44% by 2040.

Emissions Reduction

While this 2040 assumption does not impact emissions in the Low Carbon scenario where the state grid is fully decarbonized by 2040, it does provide emissions reductions if state-level emission reduction targets are not met. Under a scenario where grid emissions remain unchanged, increased green electricity procurement in Wilsonville would result in an incremental reduction of 1,202 $ktCO_2e$ compared to the BAP scenario. This constitutes 29% of the total emissions eliminated between 2025-2050 by the actions in this Plan.

48 PGE. "Clean Energy Choices." https://portlandgeneral.com/energy-choices/renewable-power

Solid Waste

ACTION:

Increase Waste Diversion

This action also provides the following Thriving City benefit:

Reduced Waste

Reducing and diverting organic waste is an important climate action because when food scraps and other biodegradable materials break down in landfills, they release methane, which is a very potent greenhouse gas. Solid waste disposal is a growing concern across the Portland metropolitan area, as many local landfills are reaching their capacity to store waste. This makes it even more important that cities like Wilsonville find ways to divert their waste from these landfills.

In 2018, approximately two-thirds of Wilsonville's organic waste was diverted from landfills.

The City has a contract with Republic Services of Clackamas and Washington County to provide waste collection services, including weekly curbside garbage and recycling, yard debris and food scraps, glass bottles, batteries, dumpster rentals, and bulky waste removal. Wilsonville can continue to promote waste diversion and reduction through targeted policies and programs.

Immediate Cost and Long-Term Savings

There are numerous ways to divert waste from rescuing edible food from the waste stream, to increasing composting, to installing anaerobic digestion. The cost of these varies significantly, as do the long-term financial savings.

Modeled Action

Organic waste sent to landfills is reduced or diverted by an additional 50% by 2030 relative to the year 2018.

Emissions Reduction

This action eliminates a total of 8,000 $MTCO_2e$ between 2025 and 2050, relative to the Business-as-Planned scenario. This is less than 1% of the total emissions eliminated by the Low Carbon actions in this Plan.

Green Infrastructure

ACTION:

Invest in the Urban Forest

This action also provides the following Thriving City benefits:

- Climate Resilience
- Improved Health and Air Quality.
- Resilient Nature & Biodiversity

While most strategies in this Plan focus on reducing GHG emissions at the source, another complementary approach is to sequester carbon through natural systems such as trees. Although tree planting alone cannot offset the need for deep emissions reductions due to its relatively modest carbon sequestration potential, it can still contribute to the city's climate goals. Tree planting also delivers multiple co-benefits, such as helping Wilsonville adapt to climate change by reducing the urban heat island effect.

The City of Wilsonville recently adopted its first Urban Forest Management Plan, which includes a goal to increase tree canopy coverage from 30% to 36% by 2046. Achieving this goal will require planting approximately 27,000 new trees over the next 25 years.

This effort is included in the Low Carbon Scenario, which assumes the Urban Forest Management Plan is fully implemented.

Immediate Cost and Long-Term Savings

The up-front cost to plant and maintain trees in Wilsonville is low. The long-term benefits of increased tree coverage include reduced costs to remove air pollution, reduced need to increase stormwater capacity, and less energy consumed to cool buildings that are immediately adjacent to large trees.

Modeled Action

Between 2025 and 2050, Wilsonville will plant approximately 27,000 new trees and ensure that at least 95% of them are still alive and healthy in 2050.

Emissions Reduction

An additional 27,000 trees will sequester approximately 3 $ktCO_2e$ between 2025 and 2050, compared to the BAP scenario. This constitutes less than 1% of the total emissions eliminated between 2025 and 2050 as a result of the actions in this Plan.

This action aligns with:

- Parks and Recreation Master Plan (2018)
- Urban Forest Management Plan (2021)



CONCLUSION

Image: Villebois neighborhood
Source: Photo by Bethany/stock.adobe.com

Wilsonville is a community whose growing population and economy is currently projected to increase its total energy use and greenhouse gas emissions between now and 2050. Like many North American cities, it also faces pressures to increase affordable housing, decrease the cost of living, and increase community services while reducing municipal costs.

This Climate Action Plan outlines a pathway that will tackle all of these diverse problems.

Specifically, the development of this Plan prioritized actions that **avoid** emissions altogether, followed by those that will **reduce** the community's total energy consumption. In terms of climate change mitigation, this will result in Wilsonville reducing its emissions in the near term, and its energy requirements in the long term.

However, these categories of actions will also:

- Decrease energy costs for households, companies and the City itself;
- Increase affordable and accessible transportation options in Wilsonville;
- Provide opportunities to convert some high-cost municipal services into new municipal revenue streams.

The third priority in developing this plan was to **replace** the use of fossil fuels with zero-emissions, renewable energy sources for transportation, building heating and cooling, water heating, manufacturing and industry.

However, this category of actions will also:

- Further improve the long-term affordability of home ownership in Wilsonville;
- Reduce the City's annual energy costs to heat and cool its buildings and facilities; and,
- Reduce the City's operating costs required to operate its vehicle fleet and equipment.

This positions this Climate Action Plan as a strategy that can support the global work to reduce greenhouse gas emissions, while also ensuring Wilsonville remains an affordable, healthy and economically thriving community in the future.

THE ROLE OF COMMUNITY PARTNERS

Achieving Wilsonville's GHG reduction targets will require coordinated action across all sectors. While the City plays a vital role, it cannot meet its climate goals alone. Meaningful progress depends on strong collaboration with the state government, the private sector, and local residents.

Fortunately, Oregon has ambitious GHG reduction goals and legislation that Wilsonville can leverage to support its transition. Regulations such as the Clean Energy Targets bill provides strong impetus for electricity utilities to eliminate their emissions completely by 2040. The Climate Protection Program's cap on fossil fuel emissions, and the Advanced Clean Car II and Advanced Clean Truck rules should expedite significant reductions in transportation and industrial emissions across the state. The State could take additional steps to improve the Building Code in order to reduce overall energy consumption and ensure the grid can meet demand as fossil fuel technologies are replaced by electric alternatives.

The private sector is equally important. Businesses must invest in energy efficiency and low-carbon technologies, while also helping to build a skilled workforce capable of supporting the transition. This includes training workers to retrofit buildings, install renewable energy systems, and maintain zero-emissions vehicles.

Residents also have a key role to play. While systemic changes are essential, individual actions collectively contribute to reducing emissions. These actions might include retrofitting homes, using public transit more often, reducing household waste, or switching to an electric vehicle. By working together, these partners can help Wilsonville successfully transition to a low-carbon future.

NEXT STEPS

The success of this Plan will depend on Wilsonville moving quickly from planning into implementing this work. A number of steps should be undertaken immediately after adopting this Plan. This include:

Establishing Governance to ensure success

The implications of this Plan reach across all operational areas of the City, and coordinating among them will be crucial to keeping the organization aligned. This will require that the Plan is championed at the highest levels, and that City staff with appropriate authority are made responsible for ensuring that the work continues on schedule. It will also require that the work contained within this CAP is carefully coordinated among departments with regular meetings, and clear alignment on overarching principles. When issues arise, a process should be established to escalate them and receive decisions that support the team's continued progress.

Monitoring, Reporting and Improving

Closely related to the governance structure, a process to monitor the City's performance on key indicators for this Plan (e.g. the rate of ZEV uptake) should be established. The indicators should be updated at least annually, to allow City staff to monitor the effectiveness of incentives, education and other initiatives in achieving the rapid transition outlined in this Plan. This information should be published publicly, communicated and celebrated with an annual report to Council that includes quantified measures of the progress on each action, as well as energy savings, and other quantifiable and non-quantifiable benefits realized. Where appropriate the City should calculate and publish:

- The cost to the City per Mton of emissions eliminated (also known as the marginal abatement cost) to implement each program.
- Progress on key performance indicators such as the total capacity of solar PV systems and battery backup in Wilsonville, the number of EVs vs ICE vehicles, and per capita annual Mtons of waste.
- An annual report of the community's greenhouse gas emissions, and the social cost of carbon calculation for those emissions.

Policy and Strategy Alignment

Climate action will need to be integrated into many of the City's existing policies, directives and strategies. An initiative should be established to a) review all such documents in order to identify those requiring changes or improvements, and b) update them in cooperation with the departments that use them. This should be coordinated with education and championed by senior leadership to ensure the organization understands how this Plan impacts their daily work.

Financial Analysis

Implementation of this Plan will require that a financial analysis of the actions (outlining capital costs, energy costs/ savings, maintenance costs, revenue opportunities) be completed soon after approving the Plan. This will allow the City to identify budgetary requirements both for immediate initiatives, and for longer-term planning, and to quantify the long-term savings that will arise from many of the initial investments required.

APPENDIX A: IMPLEMENTATION MEASURES

The following are a set of implementation measures that have been reviewed and recommended by Wilsonville staff. They describe ways in which the City can help catalyze the change required in Wilsonville so that the community can realize the benefits of these changes as soon as possible.

The description of each measure below has been evaluated to indicate whether it will (as currently worded) provide major, moderate, or minor benefits in terms of the Thriving City Benefits, or whether it will provide no benefit or even a negative change.

Legend

Thriving City Benefit	Acronym	Benefit Potential
Economic and Job Growth	**EJG**	Major = **XXX** Moderate = **XX** Minor = **X** None or negative impact = **0**
Affordability for Residents	**AR**	
Financial Benefits for the Municipality	**FBM**	
Improved Health & Air Quality	**HAQ**	
More Accessible Mobility	**MAM**	
Improved Energy Security	**ES**	
Resilient Nature & Biodiversity	**NB**	
Climate Resilience	**CR**	
Reduced Waste	**RW**	

It should be noted that this list of measures is a starting point, and some of these measures will have a small impact on emissions. **If the City were to implement only these measures, some benefits would be realized, but it would not be sufficient to achieve the community's climate goals or maximize the Thriving City benefits.** More ambitious measures as well as regular monitoring, reporting on, and improvement of all measures will be required to ensure the success of this Plan.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Buildings										
Retrofit Municipal Facilities	The City's facilities managers would undertake deep energy retrofits of existing city buildings and replace their fossil fuel systems with zero emissions alternatives. These retrofits could include better insulation, energy-efficient windows, and other improvements. These changes would reduce operational costs, and improve energy efficiency, comfort, and durability.	**X**	**X**	**XXX**	**X**	**0**	**XX**	**0**	**XX**	**X**
Encourage the Oregon Residential and Commercial Reach Codes	New developments would be encouraged through incentives to follow the Oregon Residential Reach Code and Commercial Reach Code, which include higher energy efficiency standards than the standard building codes. These optional codes provide builders and homeowners with a choice to construct buildings that use less energy and perform more efficiently.	**XX**	**XXX**	**X**	**XX**	**0**	**XX**	**0**	**XX**	**X**
Develop a Home retrofit navigator program	A program would be created to guide homeowners through the process of making energy efficiency and climate resilience upgrades. This service would provide resources, support, and information to simplify retrofitting projects.	**XX**	**XXX**	**X**	**XX**	**0**	**XX**	**0**	**XX**	**X**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Continue to encourage the development of Accessory Dwelling Units	The City would continue to encourage the development of small, secondary homes on residential properties, such as backyard cottages or basement apartments, known as Accessory Dwelling Units (ADUs). This would help raise awareness of existing regulations, making it easier for homeowners to add these units. These include requirements in Frog Pond East and South neighborhoods to include middle housing, such as ADUs. The City will continue to find new ways to encourage neighborhood development in which dwellings support stronger social networks and community and environmental resilience, are more energy-efficient, and cost less to heat and cool.	**X**	**X**	**0**	**0**	**0**	**X**	**0**	**X**	**0**
Continue to encourage the development of green roofs	The City currently incentivizes green roofs in several ways. The Public Works Construction Standard Specifications allow for reduced stormwater requirements when a green roof is installed. Buildings in the Town Center area may also be eligible for waivers for some specific development standards if the building includes a green roof. Wilsonville will continue to encourage green roofs through these incentives, monitor program success, and gradually expand the program until eventually large buildings are required to have green roofs. This will support carbon sequestration, enhanced biodiversity habitat, cooler and cleaner outdoor air, and reduced need for stormwater management.	**X**	**X**	**X**	**XX**	**0**	**0**	**X**	**X**	**X**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**				
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Encourage[49] Energy Benchmarking and Auditing	The City would introduce a program to encourage owners of larger buildings (e.g. >25,000 sq ft) to track and report their energy use and water consumption annually. This would be supported with training on how to monitor energy use, and a rebate for the cost of having a comprehensive energy audit completed on the building. Over time, building owners who monitor energy use reduce their consumption by approximately 7% without further investment. This would require additional staff capacity.	**X**	**XX**	**X**	**X**	**0**	**XX**	**0**	**XX**	**XX**
Develop a PACE Financing for Energy Efficiency program	The City would support the implementation of a commercial Property Assessed Clean Energy (PACE) program to help property owners fund energy efficiency and renewable energy upgrades. PACE financing allows businesses to receive upfront funding for improvements to commercial buildings, such as solar panels or insulation, and repay the cost over time through an assessment on their property tax bill. This program makes energy upgrades more accessible by offering long-term, low-risk financing that stays with the property rather than the individual owner.	**X**	**XX**	**0**	**X**	**0**	**XX**	**0**	**XX**	**XX**

49 The impact of this measure would be much greater if this became required, as it is in Portland. See the Commercial Building Energy Reporting program: https://www.portland.gov/bps/climate-action/energy-reporting

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Encourage development in the Town Center	The City's Town Center area is master planned to be a walkable and mixed-use center with multi-modal transportation opportunities. The design and development standards in the Town Center code encourage the incorporation of green building methods and site design.	**X**	**X**	**0**	**XX**	**XX**	**X**	**X**	**X**	**0**
Encourage transit-oriented development	The City would promote mixed-use and residential development near transit, in alignment with the City's Equitable Housing Strategic Plan. This could increase transit ridership and create more walkable communities.	**X**	**XX**	**0**	**X**	**XX**	**XX**	**X**	**XX**	**X**
Industry										
Encourage[50] the procurement of Low Carbon Concrete for the City	The City would require the use of 'low-carbon' concrete in construction projects to reduce greenhouse gas emissions. Following Portland's example, this would involve choosing concrete mixes with a lower environmental impact. The City should also consider using concrete in which CO_2 has been sequestered and concrete that is only as strong as it needs to be for each situation in which it's being used.	**0**	**0**	**X**	**X**	**0**	**0**	**0**	**0**	**X**

50 The impact of this measure would be much greater if this became required, as it is in Santa Monica, CA, Marin County, California and New York City, as well as other areas. See the Marin County Low Carbon Concrete Code for details: https://www.stopwaste.org/concrete.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Promote funding opportunities for industrial decarbonization	The City would raise awareness of available funding and technologies[51] to support industries in reducing emissions and improving energy efficiency.	**X**	**XX**	**0**	**XX**	**0**	**X**	**0**	**X**	**XX**
Offer tax incentives for industrial energy efficiency improvements	The City would provide tax reductions or waive fees[52] to industrial facilities that achieve measurable improvements in energy efficiency. This incentive would encourage businesses to adopt cleaner technologies and reduce overall energy consumption.	**0**	**X**	**X**	**0**	**0**	**X**	**0**	**X**	**XX**

51 Examples include Energy Trust's Industry Programs (https://www.energytrust.org/programs/industry/), the USDA's Biorefinery, Renewable Chemical, and Biobased Product Manufacturing Assistance Program (https://www.rd.usda.gov/programs-services/energy-programs/biorefinery-renewable-chemical-and-biobased-product-manufacturing-assistance-program) the Federal Business Energy Investment Tax Credit (ITC), and others.

52 Examples may include fees for permits, inspections, administrative fees, or larger value fees such as infrastructure development fees. City staff should work with industry to identify costs which if reduced would incentivize industry to make the required changes.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**				
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Transportation										
Expand the Employer Commute Options program	The City would continue supporting and promoting the Employee Commute Options (ECO) program, which encourages large employers to offer commuting alternatives. This could include carpooling, discounts on bikes and bike equipment, guidance or support to add secure bike parking, showers and change rooms at work locations, 'Find a Bike Buddy' programs, competitions among buildings, transit support[53], and other strategies to reduce single-occupancy vehicle trips.	**0**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**0**
Expand the Safe Routes to School Program	The City would enhance efforts to educate and encourage students and families to walk, bike, or take the bus to school safely. This includes collaborating with schools, community organizations, and families to make routes safer and more accessible for all students.	**0**	**X**	**0**	**X**	**X**	**0**	**0**	**X**	**0**

53 Transit is already free in Wilsonville.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**				
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Increase investments in active transportation infrastructure and amenities	The City would continue expanding and improving active transportation options by implementing the Transportation Systems Plan. This includes enhancing infrastructure for walking, biking, and rolling, improving safety and accessibility for all ages and abilities, and adding amenities that support active transportation like secure bike racks, showers and storage, at key locations.	**X**	**XX**	**X**	**XX**	**XX**	**X**	**X**	**X**	**0**
Offer "Welcome to Wilsonville" rebates on bike purchases to new residents	The City would provide new residents with a rebate on bike purchases, along with information on local bike routes and infrastructure. This initiative would encourage cycling as a transportation option.	**X**	**X**	**0**	**X**	**X**	**0**	**0**	**X**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**				
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Reform Parking Requirements	The City is implementing parking reforms as required by the state's Climate Friendly and Equitable Communities program. These changes will eliminate minimum parking requirements throughout the City, and require electric vehicle (EV) charging infrastructure in new parking areas of a certain size. All parking areas are required to provide tree canopy coverage, with parking lots over half an acre required to provide 40% tree canopy coverage, with the option to reduce canopy coverage if solar panels are installed. These changes will encourage shifts to transit use and active transportation, allow land that would have been used for parking to be used for other purposes, and ensure environmental mitigation measures are implemented in areas used for parking.	**X**	**XX**	**X**	**X**	**X**	**X**	**X**	**XX**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Purchase zero emission fleet vehicles when feasible	The City would evaluate the purchase of zero emission vehicles when purchasing new fleet vehicles. If the following criteria are met, the City will purchase them: they meet or exceed the needs and intended use as determined jointly by the department end user and the fleet manager; they are currently available in the marketplace; their purchase price falls within the available budget; and ongoing product support in terms of parts and service is available. This process will ensure a consistent, strategic approach to reducing emissions across city operations.[54]	**0**	**0**	**X**	**0**	**0**	**0**	**0**	**0**	**0**
Create or join a buyer's alliance for fleet vehicles and equipment	The City would collaborate with other municipalities, agencies, or organizations to form or join a buyer's alliance for zero-emissions fleet vehicles and equipment. By pooling demand, the alliance could help secure better pricing, expedite delivery, and encourage manufacturers to scale up production of cleaner alternatives. This approach would also support industry-wide adoption by helping to standardize procurement processes for zero-emissions technology.	**0**	**X**	**XXX**	**X**	**0**	**X**	**0**	**X**	**X**

54 Note: With adjustments and/ or in combination with related measures, this action would have major, long-term financial benefits for the municipality.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Plan for EV Charging at Municipal Facilities	The City will continue to identify locations and opportunities to improve community access to EV charging. This will include taking advantage of grants, partnerships, and opportunities to charge fleet vehicles, and coordinating this work to reflect the needs of the whole city as it transitions to zero emissions vehicles. While current vehicle usage may not justify installation at all locations, the need for workplace charging infrastructure is expected to grow over time. The City can explore alternative facility locations, monitor evolving demand, and seek external funding or partnership opportunities to support future installations as fleet electrification progresses.	**0**	**X**	**0**	**X**	**X**	**X**	**0**	**X**	**0**
Increase the frequency of transit service	The City would enhance transit service by increasing bus frequency on key routes and expanding weekend service. These improvements would make public transportation more convenient and accessible for residents and commuters.	**X**	**X**	**0**	**X**	**X**	**0**	**0**	**X**	**0**
Add more regional transit connections	The City would expand regional transit connections to improve access to neighboring communities. As recommended in the SMART Transit Master Plan, this could include more frequent service to Tigard, West Linn, Oregon City, Clackamas Town Center, Woodburn, Salem, and Keizer, making regional travel more convenient and reliable.	**X**	**X**	**0**	**X**	**X**	**0**	**0**	**X**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Develop a small new Transit Hub in the Town Center	The City would create a small transit hub in the Town Center east of I-5 to improve bus connections and reduce delays. As outlined in the SMART Transit Master Plan, this hub would include shelters, a bus turnaround, and an operator break room, making transit more direct and reliable. The hub could also include secure bike parking to allow commuters to travel the first/last mile of their trip by bike.	**X**	**XX**	**0**	**X**	**XX**	**0**	**0**	**X**	**0**
Update Land Use Regulations to Gradually Reduce Gas Stations:	The City would explore the possibility of revising its zoning and development codes to gradually reduce the number of gas stations over time. This measure would support a shift away from fossil fuel infrastructure and encourage investment in electric vehicle charging, alternative fuels, and other low-emission transportation options.	**0**	**X**	**0**	**X**	**0**	**X**	**X**	**X**	**X**
Encourage hybrid work arrangements where feasible	The City would promote flexible work options by encouraging businesses and organizations to adopt hybrid work models where feasible. Supporting remote work can help reduce commuting-related emissions, decrease traffic congestion, and improve overall quality of life.	**X**	**X**	**X**	**0**	**X**	**0**	**X**	**X**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Renewable Energy										
Install solar panels on municipal facilities when retrofitted	When city buildings next undergo maintenance or renovations, solar panels would be installed wherever possible. This would take advantage of upgrades to add renewable energy systems efficiently.	**X**	**0**	**XX**	**X**	**0**	**XX**	**X**	**XX**	**X**
Work with utilities to plan and install renewable energy storage that increases Wilsonville's resilience	The City should work with utilities as they plan for their own transitions to renewable energy, to help plan locations of energy storage throughout the city, ensuring that key locations (such as hospitals) are prioritized to have highly available and reliable energy, and to help optimize the network as a whole.	**XX**	**X**	**X**	**0**	**0**	**XXX**	**0**	**XX**	**0**
Make the purchase of renewable energy easier than the purchase of non-renewable energy	Residents and businesses would be encouraged by default to choose renewable electricity programs offered by their utility provider, and would need to go through additional purchasing steps to buy non-renewable energy. These programs would allow customers to support clean energy sources by purchasing carbon-free electricity.	**0**	**0**	**0**	**XX**	**0**	**XX**	**XX**	**X**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Provide solar education for businesses and homeowners	The City would offer resources and programs to help businesses and homeowners understand solar energy's benefits, costs, and installation process. This would support informed decision-making and increase awareness of available incentives.	**X**	**X**	**0**	**X**	**0**	**X**	**X**	**X**	**0**
Offer an additional rebate for home solar installations	Offer residents a rebate that can be stacked on top of the Energy Trust rebates, when they install solar panels on their home. This would further reduce the up-front costs of installation for the homeowner.	**X**	**XX**	**0**	**X**	**0**	**X**	**X**	**XX**	**0**
Solid Waste										
Promote reuse and repair	The City would support programs and incentives that encourage repairing and reusing items instead of discarding them. This could include promoting repair cafés, tool libraries, and second-hand material exchanges to reduce waste and extend the life of products.	**0**	**X**	**0**	**0**	**0**	**0**	**0**	**X**	**XX**
Develop a Circular Procurement Policy	The City would integrate circular economy principles into its purchasing processes by prioritizing reusable, recyclable, and sustainably sourced materials. This could include selecting vendors that minimize waste, supporting food recovery efforts, and encouraging the use of reclaimed or repurposed materials in public projects.	**X**	**0**	**0**	**X**	**0**	**0**	**X**	**XX**	**XX**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
Measure	**Description**	**EJG**	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Reduce food waste at municipal buildings and operations	The City would implement strategies to minimize food waste in municipal facilities, such as improving purchasing practices, encouraging food donation, and expanding composting. These efforts would help reduce waste and support sustainability in government operations.	**0**	**0**	**X**	**X**	**0**	**0**	**X**	**X**	**XX**
Refine and Expand Solid Waste Pricing	The City would enhance its existing variable rate waste collection system by introducing a more progressive pricing structure that increases the cost per gallon of trash as container sizes increase. This approach builds on the current system, where smaller containers are less expensive, by further incentivizing waste reduction and making higher-volume waste disposal proportionally more costly. Recycling and composting service rates would also be reviewed and adjusted as needed to reduce their costs for residents to encourage diversion from landfill	**0**	**0**	**XX**	**X**	**0**	**0**	**X**	**X**	**XX**
Continue to promote composting	The City would continue encouraging residents and businesses to participate in composting programs through an “I compost food waste” campaign. This effort would help reduce landfill waste, lower emissions, and support healthier soils by diverting organic materials from the trash.	**0**	**X**	**X**	**X**	**0**	**0**	**X**	**X**	**X**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Water & Wastewater										
Assess waste heat recovery from the sewer system	The City would study the potential to capture and use heat from underground sewer pipes to provide low grade heating for nearby buildings. This could help reduce overall energy consumption and improve efficiency in municipal and private facilities.[55]	**X**	**X**	**X**	**X**	**0**	**X**	**0**	**X**	**0**

55 The study, while relatively low in direct impact, is a prerequisite to installing systems to recover waste heat, which could provide significant financial benefits to the municipality and local businesses.

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Address emissions from the Wastewater Treatment Plant	The City will undertake an evaluation of the most appropriate ways to eliminate methane emissions and reduce energy use at Wilsonville's wastewater treatment plant. The process should include benchmarking the energy performance of the facility, and identifying required changes that can be implemented in combination with planned infrastructure upgrades. While anaerobic digestion may not be currently compatible with Wilsonville's treatment systems, a formal evaluation will provide the City with a pathway to optimizing treatment of increasing wastewater volumes with the need to reduce operational costs, taking advantage of waste heat and energy, improving air quality, and potentially producing renewable energy. This may include operational improvements, energy efficiency upgrades, and integration of low-emission technologies as part of long-term resource and infrastructure planning.	**X**	**0**	**XX**	**XX**	**0**	**X**	**XX**	**X**	**X**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**				
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Evaluate Remote Read Water Meters	The City will continue to evaluate process improvements with associated emissions, cost and time benefits. A specific example is the opportunity to install remote water meters throughout the community. These water meters can be read remotely, eliminating the time, fuel and costs associated with having to drive to each building to read a meter. They can also provide residents with information about the amount of water they are consuming, which will help them become aware of their role in conserving fresh, treated water.	**0**	**0**	**X**	**X**	**0**	**0**	**0**	**X**	**X**
Green Infrastructure										
Encourage wildfire resilient construction and landscaping	The City would promote wildfire resilient construction and landscaping practices to help protect homes and properties in high-risk areas. This would involve identifying high risk areas. These practices could include encouraging the use of ignition resistant building materials, fire-adapted native plants, and the creation of defensible space around structures, along with guidance on ongoing maintenance to reduce wildfire risk.	**X**	**0**	**X**	**X**	**0**	**0**	**X**	**XX**	**0**

		Major = **XXX** Minor = **X** Moderate = **XX** None or negative impact = **0**								
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Use Drought-Tolerant Landscaping in City Parks	The City would update high-maintenance landscapes in parks with low-water, climate-friendly plants. This would reduce water use, lower maintenance costs, and create more sustainable green spaces.	**0**	**0**	**X**	**XX**	**0**	**X**	**X**	**X**	**0**
Develop tree planting program for homeowners	The City would create a program to support homeowners in planting trees on their properties. This could include providing resources, guidance, or incentives to encourage the planting of climate resilient and native tree species.	**X**	**X**	**0**	**XX**	**0**	**0**	**X**	**XX**	**0**
Promote tree manual for homeowners	The City would promote its existing tree manual, which provides guidance on selecting and caring for climate resilient tree species. This resource helps homeowners make informed choices to support healthy, sustainable landscapes.	**0**	**0**	**0**	**X**	**0**	**0**	**X**	**X**	**0**
Continue to manage invasive species	The City would continue efforts to control invasive plants and animals that threaten local ecosystems. This includes using methods like hand removal and other treatments to support the growth of native species and maintain healthy natural areas.	**0**	**0**	**X**	**XX**	**0**	**0**	**XX**	**X**	**0**

		Major = **XXX** Minor = **X**			Moderate = **XX** None or negative impact = **0**					
		EJG	**AR**	**FBM**	**HAQ**	**MAM**	**ES**	**NB**	**CR**	**RW**
Measure	**Description**									
Continue Backyard Habitats Certification Program	The City would continue supporting local property owners in creating wildlife friendly yards through the Backyard Habitats Certification Program. This program helps residents reduce invasive species, limit pesticide use, and conserve water while enhancing natural habitats.	**0**	**0**	**0**	**X**	**0**	**0**	**XX**	**X**	**0**
Initiate a program focused on planting and maintaining enough trees to increase the urban forest canopy by 6%.	The City would initiate a program specifically focused on planting 27,000 trees, and ensuring that they are kept healthy and alive well into the future. The guiding goal of this initiative will be to increase the urban forest canopy by 6% consistent with the Urban Forest Management Plan.	**X**	**0**	**0**	**XX**	**0**	**0**	**XXX**	**XX**	**X**

APPENDIX B: FINANCIAL AND PLANNING SUPPORT

The following is a list of resources that are currently available, including both financial and strategic support, from the State of Oregon and Energy Trust of Oregon. This is not a complete list of the resources and funding available. Wilsonville will need to continue monitoring these and other programs throughout the implementation of this Plan, to ensure that the community is able to take maximum advantage of all resources to achieve this transition.

Oregon DOE's Resources for Local Governments and Municipalities: https://www.oregon.gov/energy/save-energy/Pages/local-governments.aspx

Oregon Community Renewable Energy Grant Program: https://www.oregon.gov/energy/Incentives/Pages/CREP.aspx?_cldee=g66gLp27JA_ksQokJQbsz7wvgE2SkiAK6I1aASQ-Y2pQHptmNNYytjmUQfnDecfL&recipientid=lead-49df05c5e19def118a6a001dd80835cd-3a5882cd3dc54b54bec962b52632b180&esid=1e01123c-dc81-f011-b4cc-001dd803d351

Oregon Solar for All: https://www.oregon.gov/energy/Incentives/Pages/Solar-for-All.aspx

Oregon Solar + Storage Rebate Program: https://www.oregon.gov/energy/Incentives/Pages/Solar-Storage-Rebate-Program.aspx

Energy Trust of Oregon's Solar within Reach Program: https://www.energytrust.org/incentives/solar-within-reach/

Oregon Community Solar Program: https://www.oregoncsp.org/

Oregon Heat Pump Purchase Program: https://www.oregon.gov/energy/Incentives/Pages/HP3.aspx

Oregon's Home Efficiency Rebate Program (HOMES): https://www.oregon.gov/energy/Incentives/Pages/home-energy-rebates.aspx

Oregon's Home Electrification and Appliance Rebate (HEAR) Program: https://www.oregon.gov/energy/Incentives/Pages/home-energy-rebates.aspx

Energy Trust of Oregon's Multifamily Building Upgrades & Retrofits Services: https://www.energytrust.org/multifamily/existing-buildings/

Oregon's Climate Equity and Resilience Through Action (CERTA) COU Weatherization Grant: https://www.oregon.gov/energy/Incentives/Pages/weatherization.aspx

Oregon's Rural and Agricultural Energy Assistance Program for Energy Audits: https://www.oregon.gov/energy/save-energy/Pages/Rural-Energy-Audit-Program.aspx

Oregon DOE Energy Programs for Schools and Public Buildings: https://www.oregon.gov/energy/energy-oregon/Pages/Schools-and-Public-Buildings.aspx

Energy Trust of Oregon's Project Development Assistance for Hydropower: https://www.energytrust.org/incentives/renewable-energy-hydropower/#tab-three

Energy Trust of Oregon's Water and Wastewater Incentives: https://www.energytrust.org/solutions/industry-water-and-wastewater-incentives/

Energy Trust of Oregon's Industrial Equipment Incentives: https://www.energytrust.org/industry-agriculture/industry-equipment-incentives/

Energy Trust of Oregon's Commercial Resources for New Commercial Construction and Major Renovations: https://www.energytrust.org/commercial/new-buildings/

Energy Trust of Oregon's Commercial Strategic Energy Management Services: https://www.energytrust.org/commercial/existing-buildings/incentive/strategic-energy-management/

CITY OF
WILSONVILLE

Climate Action Plan

September 2025



WILSONVILLE
OREGON

Native American Heritage Month
Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by Native Americans and indigenous peoples; and

WHEREAS, the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, the Friday after Thanksgiving was established by Congress as Native American Heritage Day in 2009 and approved by President Barack Obama on June 26, 2009, and, designating the month of November, as National American Heritage Month; and

WHEREAS, in honor of Native American Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

NOW THEREFORE, I, Shawn O'Neil, by virtue of the authority vested in me as Mayor of the City of Wilsonville do hereby proclaim November as the Native American Heritage Month, in Wilsonville, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wilsonville to be affixed this 3rd day of November 2025.

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Shawn O'Neil, Mayor