

City of Wilsonville

City Council Meeting

May 7, 2018



5/3/2018 3:33 PM Last Updated

AGENDA

**WILSONVILLE CITY COUNCIL MEETING
MAY 7, 2018
7:00 P.M.**

**CITY HALL
29799 SW TOWN CENTER LOOP
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Scott Starr
Councilor Susie Stevens

Councilor Kristin Akervall
Councilor Charlotte Lehan

CITY COUNCIL MISSION STATEMENT

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

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 5:00 P.M. EXECUTIVE SESSION** [25 min.]
 - A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Litigation
- 5:25 P.M. REVIEW OF AGENDA** [5 min.]
- 5:30 P.M. COUNCILORS’ CONCERNS** [5 min.]
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
 - A. Willamette Falls Locks Commission Update (John Williams, City of West Linn) [10 min.] Page 5
 - B. Solid Waste Franchise Agreement (Ottenad/Guile-Hinman) [20 min.]
 - c. GreenPlay Parks Master Plan Draft (McCarty) [25 min.] Page 62
 - D. Wastewater Treatment Plant Outfall Replacement – Phase 3 Construction Services (Weigel) [5 min.]
 - E. Authorizing UGB Expansion Request (Neamtzu) [5 min.]
 - F. Town Center Plan (Bateschell) [15 min.] Page 64
- 6:55 P.M. ADJOURN**

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, Monday, May 7, 2018 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on Tuesday, May1, 2018. 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 therewith except where a time limit for filing has been fixed.

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7:00 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:05 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

7:10 P.M. MAYOR'S BUSINESS

- A. Public Works Week Proclamation (Kerber) Page 86
- B. Upcoming Meetings Page 87

7:20 P.M. COUNCILOR COMMENTS

- A. Council President Starr
- B. Councilor Stevens
- C. Councilor Lehan
- D. Councilor Akervall

7:30 P.M. CONSENT AGENDA

- A. **Resolution No. 2680** Page 89
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With Ch2m Hill Engineers Inc. For Phase 3 Construction Engineering Support Services For The Wastewater Treatment Plant Outfall Replacement Project (Capital Improvement Project #2095). (Weigel)
- B. **Resolution No. 2685** Page 105
A Resolution Of The City Of Wilsonville Authorizing The Planning Division To Submit An Application To Metro For An Urban Growth Boundary Expansion For The Frog Pond East And South Neighborhoods. (Neamtzu)
- C. Minutes of the April 2, 2018 and April 16, 2018 Council Meetings. Page 111

7:35 P.M. NEW BUSINESS

- A. **Resolution No. 2686** Page 133
A Resolution To Concur With Two Provisions Of The 11th Amendment To The Wilsonville Year 2000 Urban Renewal Area. (Kraushaar/Vance)

7:45 P.M. PUBLIC HEARING

- A. **Ordinance No. 817** – 1st Reading (*legislative hearing*) Page 173
An Ordinance Making Certain Determinations And Findings Relating To And Approving The Year 2000 Urban Renewal Plan 11th Amendment And Directing That Notice Of Approval Be Published. (Kraushaar/Vance)
- B. **Ordinance No. 814** – 1st Reading (*legislative hearing*) Page 226
An Ordinance Of The City Of Wilsonville Creating A Franchise Agreement For Solid Waste Management And Collection Within The City And Repealing Ordinance Nos. 204, 281, 424, And 443 And Resolutions Nos. 1077 And 2566. (Ottensad/Guile-Hinman)

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8:15 P.M. CONTINUING BUSINESS

A. **Ordinance No. 815** – 2nd Reading

Page 355

An Ordinance Of The City Of Wilsonville Adopting The 2017 Water Treatment Plant Master Plan Update As A Sub-Element Of The City's Comprehensive Plan And The Capital Improvement Project List For The Water Treatment Plant. (Kraushaar)

8:25 P.M. CITY MANAGER'S BUSINESS

8:30 P.M. LEGAL BUSINESS

8:35 P.M. ADJOURN

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or veliz@ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 7, 2018	Subject: Status Update and City Partnership Support for the Willamette Falls Locks Commission Work Plan. Staff Member: Mark Ottenad, Public/Government Affairs Director Department: Administration	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: City of West Linn Community Development Director John Williams presents on May 7 an update on the Willamette Falls Locks Commission to City Council while Mark Ottenad is out of the office.	
Staff Recommendations: N/A		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The City Council hears an update on the proposed work plan and City partnership support for the Willamette Falls Locks Commission created pursuant to Senate Bill 256 (2017). The City Council named in October 2017 as the City's representative to the Commission Council President Scott Starr, who was appointed by the Governor's Office in March prior to the first meeting of the Commission on April 4.

EXECUTIVE SUMMARY:

As part of the City's ongoing efforts to rehabilitate and reopen the shuttered Willamette Falls Locks, the City worked actively with other local governments, tribes, businesses and organizations to advance Senate Bill 256 in the 2017 session of the Oregon Legislative Assembly. SB 256 creates and provides some matching funds for the work of a 23-member Willamette Falls Locks

Commission as a policy-making and advisory board for issues relating to the repair, reopening, operation, maintenance and future transfer of ownership of the Willamette River navigational channel and locks system.

The 23-member Commission is composed of representatives of:

- Counties of Clackamas, Marion and Yamhill.
- Cities of West Linn, Oregon City and Wilsonville.
- Districts: Metro and Port of Portland.
- Indian tribes: Confederated Tribes of the Grand Ronde and of the Umatilla
- State agencies: Business Oregon, ODOT, Parks
- Clackamas County business, tourism and residential interests
- Organizations: environmental
- Advisory members: Oregon state legislators

SB 256 also provided matching-grant funds to help establish the Willamette Falls Navigation Infrastructure Program through Portland State University's Oregon Solutions Program to provide staff support and assistance to the Commission. Other participating agencies and organizations are contributing jointly to support the work of the Commission, which has a total two-year budget of approximately \$864,510.

The primary charge for the Commission is to identify a potential private- or public-sector transferee or transferees that could take over ownership and operations of the Locks from the U.S Army Corps of Engineers, which seeks to dispose of the Locks either through an ownership transfer or by cementing them closed permanently. A related charge for the Commission is to determine the governance options and evaluative principles upon which to base a recommendation.

Clackamas County and the City of West Linn, which have a deep historical connection to the Willamette Falls Locks and Canal that started operations in 1873. The Locks provide the only way for boats to navigate the lower and upper Willamette River as one river. The City of Wilsonville is the second highest navigable port along the upper Willamette River and serves as the headquarters for Wilsonville Concrete, Inc., and related business Industrial Marine LLC.

As part of the work program to support the Commission, the Willamette Falls Locks Working Group Commissioned economic-development experts ECONorthwest to research and prepare a report on the "Economic Benefits of Reopening the Willamette Falls Locks." The report quantifies various costs and benefits to an operating locks, and demonstrates a case for economic use and seismic resiliency that could justify costs to repair the Locks to be operational again after having been closed in 2012 due to "life-safety" concerns over failing infrastructure.

EXPECTED RESULTS:

N/A

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

The City Manager’s Administration budget accommodates up to a \$10,000 City contribution to the Willamette Falls Locks Commission work program.

Following is information on the Commission’s total two-year budget of approximately \$864,510:

Willamette Falls Locks Commission Two-Year Budget, FY17/18-18/19

<u>Amount</u>	<u>Funder</u>
\$ 400,000	State of Oregon
104,510	Businesses, development interests, river users and Clackamas County tourism
120,000	Clackamas County
120,000	Metro
120,000	Cities*
\$ 864,510	TOTAL

*** Cities Share**

<u>Amount</u>	<u>City</u>	<u>Population</u>
\$ 15,000	Portland	632,309
15,000	West Linn**	26,593
7,000	Oregon City**	35,831
7,000	Wilsonville**	22,729
6,000	Lake Oswego	38,496
2,500	Canby	17,271
2,500	Gladstone	11,986
2,500	Milwaukie	20,830
2,500	Newberg	22,780
\$ 60,000	TOTAL Cities	

** Cities with a seat on the Commission

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/3/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Willamette Falls Locks Commission Operating Protocols, April 2018
- B. Willamette Falls Locks Commission Executive Appointments Board Roster, March 2018
- C. Economic Benefits of Reopening the Willamette Falls Locks, January 2018.
- D. Letter of Request by City of West Linn Mayor Axelrod to City of Wilsonville Mayor Knapp for Funding Support of the Willamette Falls Locks Commission, October 2017

WILLAMETTE FALLS LOCKS COMMISSION Operating Protocols

For the Commission to operate productively, it is helpful to agree at the outset on the purpose of the effort and the protocols the group will use to govern its work.

Purpose of the Commission

Senate Bill 256 (2017) established the Willamette Falls Locks Commission to serve as a body to advise state, local and regional government agencies on the development and implementation of state policies relating to the repair, reopening, operation and maintenance of the Willamette Falls navigation canal and locks. In so doing, the Commission is tasked to investigate, address issues, make recommendations and negotiate with the United States Army Corps of Engineers regarding the transfer of ownership, financing, repair, reopening, operation and maintenance of the navigational canal and locks (including possible recommendations for the formation of an intergovernmental agreement). The Commission is also directed to communicate state policies relating to the repair, reopening, operation and maintenance of the navigation canal and locks to the Oregon Congressional Delegation.

Commission Members

SB 256 established a membership list and appointment process for the Commission. The Commission membership was designed to be representative of the interests, entities, organizations, and agencies necessary to fulfill the Commission purpose.

Members are to include 17 Governor-appointed voting members representing: the cities of West Linn, Oregon City and Wilsonville; the Clackamas, Marion and Yamhill County Commissions; Metro Council; the Confederated Tribes of the Grand Ronde and the Columbia River Tribes; the Port of Portland, Business Oregon, Oregon Parks and Recreation Department, Oregon Department of Transportation; local businesses and economic development; local tourism and recreation; local residents; and environmental/ecological interests.

Commission members also include 6 non-voting legislator members appointed by the majority and minority leadership of the Oregon Senate and House of Representatives.

Participation

Timeline

The Commission is charged to meet at least six times per year.

Member Participation

Commission members agree to:

- Attend meetings and follow through on commitments and tasks;
- Bring up concerns for discussion at the earliest point in the process;
- Share all relevant information that will assist the group in achieving its goals;
- Keep their agencies or organizations informed of potential decisions and actions and;
- Support the eventual outcome if they have concurred in it.

Attendance at Meetings

Attendance expected. To maintain the continuity of the discussion, it is important to have the members attend every meeting. Members are expected to make a good faith effort to attend all meetings. In the event of an unplanned emergency, the Commission staff will take steps to ensure a missing member is provided an update about the meeting.

Withdrawal from the Commission

Any individual member may withdraw from the Commission at any time. Communication about the reasons for withdrawing, if related to the process, would be appreciated. Good faith provisions (see below) apply to those who withdraw. SB 256 provides that if there is a vacancy for any cause, the relevant appointing authority will make a replacement appointment to become effective immediately.

Decision Making

The Commission will strive to make decisions and recommendations by consensus. Consensus is defined as “all Commission members can live with the decision or recommendation.” Commission members are assumed to be contributing good faith input, informed by their respective agencies or organizations, but are not committing their jurisdictions, agencies, or government to any decision without approval by their associated decision-making body.

Good Faith

All members agree to act in good faith in all aspects of the collaborative effort. As such, members will consider the input and viewpoint of other participants and conduct themselves in a manner that promotes joint problem solving and collaboration.

Acting in good faith also requires that:

- Specific information or proposals shared in open and frank problem-solving conversations shall not be used against any other member in the future;
- Personal attacks and prejudiced statements are not acceptable;
- Members with process concerns will raise them in the group (and not via the press and/or other public forums);
- Members commit to keeping their respective agencies or organizations informed in a timely way about the Commission’s efforts and to sharing their organization’s or agency’s concerns or ideas back to the Commission discussions in a similarly timely way.
- Media/Press/Other Public Forums:
 - Members will not represent their personal or agency/organization’s views as views of the Commission;
 - Members will express consistent views and opinions in the Commission meetings and in other forums, including contacts with the press;
 - Members agree to refrain from making negative comments about or representing the views of other Commission members in contacts with the press.
 - Members will not represent or characterize the positions and views of any other party in public forums.
 - Oregon Solutions staff will serve as the primary media contact for Commission activities.

Meetings

Public Participation

Commission meetings are public meetings under Oregon's open meeting laws. SB 256 specifies that Commission shall include an opportunity for public comment as an item on the agenda at least two meetings per year. Members of the public who wish to share thoughts and information to the Commission will be encouraged to submit written comments on the work of the Commission through the dedicated process email: XXXXXXX@pdx.edu which will then be distributed to all members for consideration. Meeting materials will be posted to the project website at <http://orsolutions.org/osproject/XXXXXXXXXXXX>.

Agendas

Proposed meeting agendas will be drafted by the facilitation team in consultation with Commission leadership and staff as appropriate, circulated in advance of meetings, and approved or revised at the beginning of each meeting.

Process Suggestions/Ground Rules

Committee members agree to apply the following ground rules during meetings:

- Focus on the task at hand
- Allow for a balance of speaking time – respect time limits and facilitator's direction
- Be civil
 - Be tough on issues and questions, not on people and organizations
 - No personal attacks
- Listen with respect
 - Keep side conversations to a minimum.
 - One person speaking at a time

Committee members will strive to employ the following process suggestions:

- Seek to learn from each other's perspective.
- Encourage respectful, candid, and constructive discussions.
- Seek to develop respect for differences of perspective or opinion.
- As appropriate, discuss topics as a full group.
- Make every effort to avoid surprises.

Executive Appointments Board Roster

Willamette Falls Locks Commission

Agency: Governor's Office

Authorization: SB 256

Members: Min: 23 Max:

Term Length: 4 years Limit: 2

Senate confirmation required? No

Policy Area: Regional Solutions

Board Contact:

Turner Odell

OR

503-725-8200

todell@pdx.edu

raihana.ansary@oregon.gov

Current Appointments:**Member Name and Address (Alphabetical)**

Russ Axelrod
19648 Wildwood Drive
West Linn, OR 97068

Home: 503-699-9102
Work: 503-312-8464
Cell: 503-568-2804
Email: raxelrod@westlinnoregon.gov

Mayor or member of the city of West Linn Council

Position Number: 12

Term(s): 04-01-2018 - 12-31-2021

Joe Bernert
1241 12th Street
West Linn, OR 97068

Cell: 503-975-9043
Email: jbernert@comcast.net

Member to represent local business and economic development in Clackamas County

Position Number: 14

Term(s): 04-01-2018 - 12-31-2021

Sam Brentano
PO Box 14500
Salem, OR 97309

Home: 503-769-6961
Work: 503-588-5212
Cell: 503-930-8861
Email: sabrentano@co.marion.or.us

Marion County Board of Commissioners

Position Number: 2

Term(s): 04-01-2018 - 12-31-2021

Chad O Brown
2111 N Willis Boulevard, Loft 335
Portland, OR 97217

Cell: 503-572-8166
Email: chad@soulriverrunsdeep.com

Representative of environmental or ecological nonprofit organization

Position Number: 17

Term(s): 04-01-2018 - 12-31-2021

Gary I Burke
46411 Timine Way
Pendleton, OR 97801

Work: 541-429-7381
Cell: 541-215-9102
Email: garyburke@ctuir.org

Representative of a Columbia River Tribe

Position Number: 6

Term(s): 04-01-2018 - 12-31-2021

Executive Appointments Board Roster

Willamette Falls Locks Commission

Member Name and Address (Alphabetical)	Policy Area: Regional Solutions
<p>Sandy Carter 2555 Dillow Drive West Linn, OR 97068</p> <p>Representative of residents of Clackamas County</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Work: 503-655-0649 Email: sandy.carter@wordcount.biz</p> <p>Position Number: 16</p>
<p>Danielle A Cowan 150 Beaver Creek Road, Suite 245 Oregon City, OR 97045</p> <p>Representative of tourism and recreation industries in Clackamas County</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Work: 503-655-8420 Cell: 503-701-4333 Email: danielle@mthoodterritory.com</p> <p>Position Number: 15</p>
<p>MG Devereux 725 Summer Street, Suite C Salem, OR 97301</p> <p>Representative of the State Parks and Recreation Department</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Work: 503-986-0735 Cell: 503-704-2617 Email: mg.devereux@oregon.gov</p> <p>Position Number: 7</p>
<p>Betty A Dominguez 5674 SE Byron Court Milwaukie, OR 97267</p> <p>Metropolitan Service District</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Email: dominguez4538@comcast.net</p> <p>Position Number: 4</p>
<p>Jack Giffen, Jr Confederated Tribes of Grande Ronde 9615 Grand Ronde Road Grand Ronde, OR 97347</p> <p>Representative of the Confederated Tribes of the Grand Ronde</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Work: 503-879-2300 Cell: 541-954-1535 Email: jack.giffen@grandronde.org</p> <p>Position Number: 5</p>
<p>Daniel W Holladay 625 Center Street Oregon City, OR 97045</p> <p>Mayor or member of the city of Oregon City Council</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Cell: 971-269-9471 Email: dholladay@orc.org</p> <p>Position Number: 11</p>
<p>Karen A Homolac 775 Summer Street NE, Suite 210 Salem, OR 97301</p> <p>Representative of Oregon Business Development Department</p> <p>Term(s): 04-01-2018 - 12-31-2021</p>	<p>Home: 503-949-9555 Cell: 971-239-9951 Email: karen.homolac@oregon.gov</p> <p>Position Number: 10</p>

Executive Appointments Board Roster

Willamette Falls Locks Commission

Member Name and Address (Alphabetical)	Policy Area: Regional Solutions
Mark W Meek, Advisory Oregon State Capitol 900 Court St. NE, H-285 Salem, OR 97301 House Speaker's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 503-986-1440 Email: Rep.MarkMeek@oregonlegislature.gov Position Number: 21
Alan Olsen, Advisory Oregon State Capitol 900 Court St NE, S-425 Salem, OR 97301 Senate Minority Leader's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 503-986-1720 Email: Sen.AlanOlsen@state.or.us Position Number: 19
Julie Parrish, Advisory State Representative 900 Court Street NE, H-386 Salem, OR 97301 House Minority Leader's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 503-986-1437 Email: rep.julieparrish@oregon.gov Position Number: 22
Bill Post, Advisory Oregon State Capitol 900 Court St NE, H-373 Salem, OR 97301 House Minority Leader's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 503-986-1425 Email: Rep.BillPost@state.or.us Position Number: 23
Stan Primozich 535 NE 5th Street McMinnville, OR 97128 Yamhill County Board of Commissioners Term(s): 04-01-2018 - 12-31-2021	Work: 503-434-7501 Cell: 971-237-9598 Email: primozichs@co.yamhill.or.us Position Number: 3
Andrea Salinas, Advisory 900 Court Street, S-485 Salem, OR 97301 House Speaker's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 5039861438 Email: rep.andreasalinas@oregon.gov Position Number: 20

Executive Appointments Board Roster

Willamette Falls Locks Commission

Member Name and Address (Alphabetical)	Policy Area: Regional Solutions
Paul L Scarlett 123 NW Flanders Avenue Portland, OR 97209 Representative of the Oregon Department of Transportation Term(s): 04-01-2018 - 12-31-2021	Home: 503-781-7145 Work: 503-731-3186 Cell: 503-509-7868 Email: paul.scarlett@odot.state.or.us Position Number: 9
Martha Schrader 2051 Kaen Road Oregon City, OR 97045 Clackamas County Board of Commissioners Term(s): 04-01-2018 - 12-31-2021	Work: 503-655-8581 Cell: 503-407-6257 Email: mschrader@clackamas.us Position Number: 1
Scott Starr 29799 SW Town Center Loop East Wilsonville, OR 97070 Mayor or member of the city of Wilsonville Council Term(s): 04-01-2018 - 12-31-2021	Cell: 503-682-2481 Email: scottstarr97070@gmail.com Position Number: 13
Rob Wagner, Advisory 900 Court Street NE, S-213 Salem, OR 97301 Senate President's Appointment Term(s): 04-01-2018 - 12-31-2021	Work: 503-986-1719 Email: sen.robwagner@state.or.us Position Number: 18



Economic Benefits of Reopening the Willamette Falls Locks

Prepared for The Willamette Falls Locks Working Group

January 2018

PREPARED BY:

ECONorthwest

ECONOMICS • FINANCE • PLANNING

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ACKNOWLEDGEMENTS

ECONorthwest prepared this report for Clackamas County on behalf of the Willamette Falls Locks Working Group. We received assistance and direction from Clackamas County staff and members of the Willamette Falls Working Group who served as the project's steering committee, including Trent Wilson, Gary Schmidt, John Williams, Andy Cotugno, Sandy Carter, Joe Bernert, and Greg Theisen. We also received valuable information and perspectives from numerous individuals, credited in Appendix F. That assistance notwithstanding, ECONorthwest is responsible for the content of this report. The staff at ECONorthwest prepared this report based on their general knowledge of economics and public policy, and on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECONorthwest has not independently verified the accuracy of all such information, and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

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Cover photo: 2010 Lock Fest. *Courtesy of the Willamette Falls Heritage Foundation*

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SUMMARY

The Willamette Falls Locks (“the Locks”) are an important piece of Oregon history and the oldest significant navigational facility west of the Rockies. Prior to their closure in 2011, the Locks provided a vital passage for freight and recreation users around Willamette Falls (“the Falls”), connecting the Mid-Willamette Valley to Portland and beyond.

Closing the Locks cut the Willamette River in two. No longer can boats upriver of the Falls access Portland and the Columbia River. At the same time, the two paper mills adjacent to the Falls have both closed, and the redevelopment possibilities on these sites have sparked the imagination of many local and state stakeholders.

The U.S. Army Corps of Engineers (“the Corps”) has determined that insufficient “federal interest” exists to continue maintaining and operating the Locks. In May 2017, the Corps released a draft report (Disposition Study) describing its assessment of alternatives for transferring the Locks to another entity, or decommissioning them. **The Corps concluded that from a federal perspective, the best disposition alternative is transferring the Locks to a new owner in a non-operational condition after completing minimal seismic upgrades.**

Moving forward with the disposition of the Locks requires a willing partner who is aware of the potential costs and benefits of operating the Locks. To address this need, the Oregon Legislature allocated funds for an economic study of reopening the Locks. Clackamas County, on behalf of the Willamette Falls Locks Working Group, contracted with ECONorthwest

to conduct an economic assessment of reopening the Locks. This assessment will help inform state and local decision making regarding the costs and benefits of operating the Locks by taking a broader view of the asset value of the Locks, focusing specifically on state and local interests. We inventoried and quantified, where possible, the benefits of an operational Locks across five categories: transportation, recreation and tourism, local and regional development, cultural and historical value, and infrastructure resiliency. We also summarized available information on the costs of operating the Locks.

Our analysis shows that the Locks remain a viable and valuable asset for local and regional economies and communities, and if reopened would produce millions of dollars of public and private benefits. **If the Locks are decommissioned, the communities and stakeholders near the Locks would not be able to capitalize on the transportation, recreation, tourism, cultural, historic, and economic development benefits that one of the nation’s most historic and unique transportation infrastructure assets could provide.**

OVERVIEW OF BENEFITS

Our assessment evaluates how benefits and costs vary across two operational scenarios.

- The **Public Ownership** scenario assumes that a public entity would acquire and operate the Locks, much like it has operated historically.
- The **Private Ownership** scenario assumes that a private entity would acquire and operate the Locks for their own commercial interests.

BY THE NUMBERS:

- Quantified transportation benefits of between **\$12–\$49 million** over 30 years.
- Quantified recreation benefits of between **\$12–\$50 million** over 30 years.
- **80,000–220,000 trucks trips removed** from Portland area roads over 30 years.
- **11,000–32,000 metric tons** of CO₂ reduced over 30 years.
- **5,400–15,400** metric tons of NO_x reduced over 30 years.
- **2-6%:** Cost as percent of Army Corps restoration investment above the Falls over 30 years.
- **Over 4,000 annually:** Estimated number of recreational boats that may use the Locks, based on historical use patterns, population growth, and increase in demand for recreational boating since 2000.

We compare the benefits and costs of these operational scenarios against a “Baseline” scenario in which the Corps decommissions the Locks and builds a concrete bulkhead at the upstream end of the Locks canal to regulate river levels upstream. The Corps stated in its Disposition Study that this would be the preferred course of action if a transferee is not identified.

SUMMARY

We summarize the benefits and costs of each scenario in Figure 1. We divide the benefits into two categories:

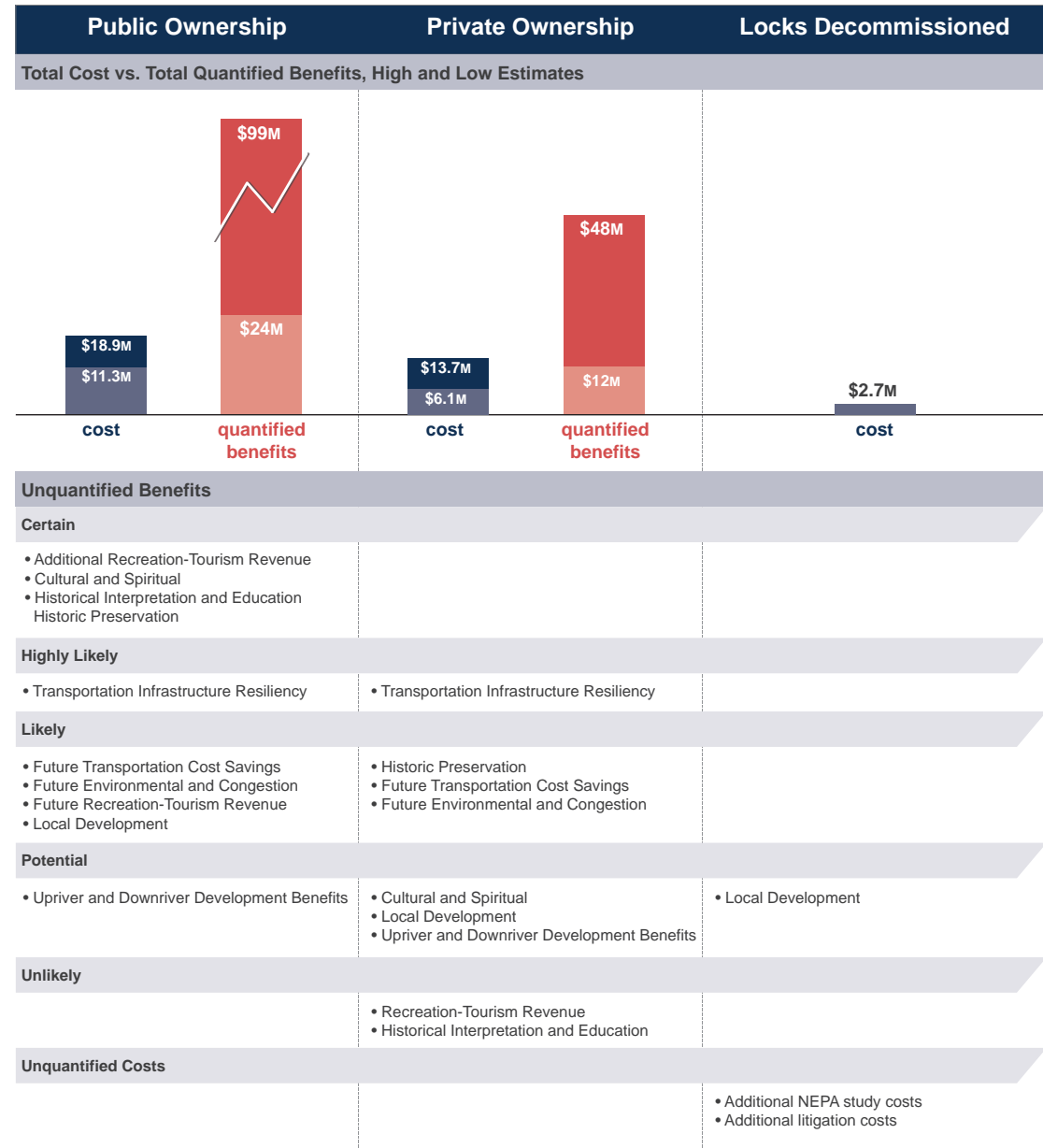
- **Quantified Benefits:** In both the Public and Private Ownership scenarios, the quantified benefits of repairing and operating the Locks exceed the costs.
- **Unquantified Benefits:** The quantified benefits shown in Figure 1 do not capture all of the benefits that are likely to materialize, especially in the Public Ownership scenario. The lower half of Figure 1 outlines additional benefits we identified, but were not able to quantify. We grouped these benefits by their certainty to materialize: those that are certain but unquantifiable immediately add to the total quantified benefits. Those that are highly likely to occur now or in the future also imply our total quantified benefits are very likely underestimated. Benefits listed in the potential and unlikely categories may further increase the total benefits should they materialize in the future.

Figure 1 Notes:

All quantified benefits and costs are over 30 years, estimated in 2017 dollars, and discounted at 3 percent. For more information, see technical appendices.

The Corps estimated that all scenarios would protect its investment of \$194-\$694 million in restoration projects located upstream of the falls. Because this benefit is the same across all scenarios, we omit it from this analysis.

Figure 1. Cross-Scenario Comparison



Our conclusion that benefits exceed costs holds, even though we employed conservative analytical assumptions that likely underestimate the true value of the benefits of reopening the Locks. For example, we assumed that during thirty years of future operations, no commodities other than aggregate would move through the Locks. In reality, it is highly likely that with the Locks operating on a regular schedule, businesses that produce and transport other goods and commodities would also take advantage of the cost savings that barging provides over trucking and ship their products through the Locks, especially as congestion increases on the region’s highways.

Figure 2 shows a range of quantified benefits from the public ownership scenario. The major categories of benefits include revenues from overnight cruise operators (\$11.7–\$48.4 million), reduced moorage costs (\$8.1–\$40.4 million), and transportation cost savings (\$2.0–\$5.6 million).

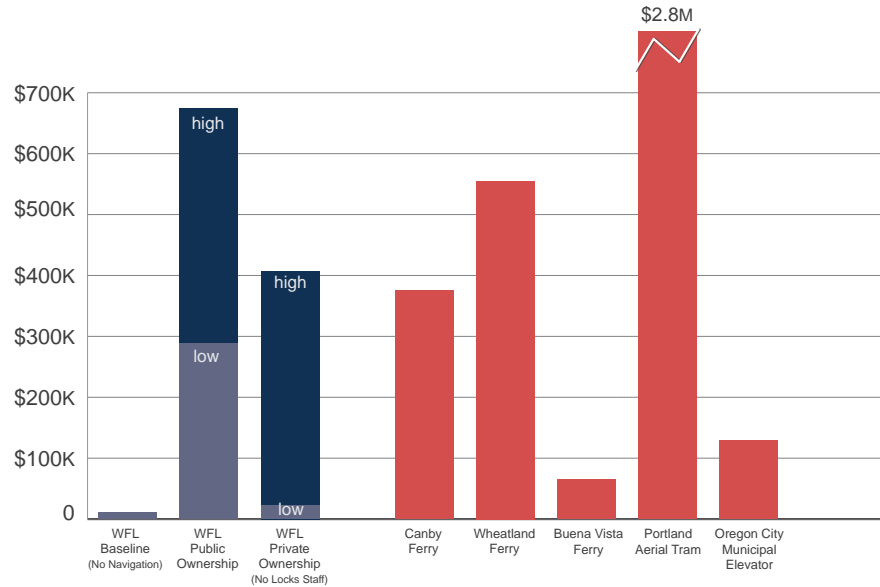
On the cost side, our high-end cost estimate is based on a conservative assumption of operating the Locks seven days per week, fifty-two weeks per year. This estimate likely overstates the true cost of operating the Locks, which would most likely run fewer days per week. For example, our low-end cost estimate assumes six months of operations at four days per week, and six months of operations at two days per week, which is a more realistic schedule, especially during the first few years of operations. We also found that the costs of operating the Locks are generally in line with the costs of operating other transportation assets in the region, e.g., ferries (see Figure 3).

Figure 2. Quantified Benefits for Public Operating Scenario over 30 years (2017 dollars)

	Low	High
Transportation Benefits		
Moorage Cost Savings	\$8.1 million	\$40.4 million
Transportation Cost Savings	\$2.0 million	\$5.6 million
In-Water Construction Cost Savings	\$1.2 million	\$1.2 million
Environmental and Congestion Benefits	\$500,000	\$1.4 million
Recreation		
Overnight Cruise Revenues	\$11.7 million	\$48.4 million
Personal Watercraft Recreation Benefits	\$600,000	\$2.4 million
Total Quantified Benefits	\$24.1 million	\$99.4 million

Note: Totals may not sum due to rounding.

Figure 3. Annual Operating Costs, The Locks vs. Other Portland Area Transportation Infrastructure (2017 dollars)



KEY TAKEAWAYS

Transportation

- Shipping aggregate by barge reduces transportation costs by approximately 18 percent compared with trucking. Reopening the Locks will provide millions of dollars of cost savings for aggregate shippers.
- There is a critical shortage of moorage sites for commercial vessels below the Falls. Reopening the Locks will provide much needed access to moorage sites for commercial vessels above the Falls at greatly reduced costs compared with costs below the Falls. These savings amount to tens of millions of dollars of reduced moorage costs over 30 years.
- Moving aggregate by barge could remove between 80,000 and 220,000 truck trips from Portland-area congested roadways over the next 30 years.
- Reducing truck traffic could also reduce the production of the greenhouse gas carbon dioxide (CO₂) by 46 percent and production of nitrogen oxides (NO_x) by 93 percent, compared with trucking. NO_x are respiratory irritants and contribute to the formation of acid rain and haze.

Recreation

- Recreation and tourism activities associated with the Locks would resume immediately after reopening, and use likely would expand beyond historical levels because of population growth and increased demand for water-based recreation since 2000.
- Quantified benefits associated with recreation, including guided overnight cruises and use by personal watercraft (e.g., motor boats and canoes) range from about \$12 million to over \$51 million over 30 years.
- Guided day tours, on-site visitation, and future tourism bolstered by potential development plans would all generate additional benefits beyond those quantified.

Development

- The sites immediately adjacent to the Locks, the West Linn Paper Mill and the Willamette Falls Legacy Project, will have the greatest potential development benefits from a reopened Locks.
- All of the riverfront sites near the Locks face significant infrastructure and market barriers to redevelopment that will require public-private partnerships to overcome.
- Redevelopment sites in the cities of Wilsonville and Newberg are most likely to capitalize on increased access to Portland, particularly if new overnight tourist boats visit those locations.

Cultural and Historic

- Cultural and historic benefits are unquantifiable in monetary terms, but are clearly revealed by past and current actions to protect the Locks for current and future generations.
- In addition to designations on the National Register of Historic Places and as a State Historic Civil Engineering Landmark, in 2012 the National Trust for Historic Preservation named the Locks a National Treasure, dedicating resources toward its long-term preservation.
- Willamette Falls is one of the most important gathering places for northwest Tribes. The Locks protect the Tribes' access around the Falls, especially after development eliminated traditional portage routes.

Resiliency

- During the short- and long-term recovery phases in the aftermath of the Cascadia Subduction Zone Earthquake, the Locks could provide critical transportation services long before the region's bridges and roadways return to functionality.
- These services include moving reconstruction materials, food, and fuel; reconnecting family members separated at the time of the earthquake; and, transporting volunteers and other recovery workers to damaged areas.

BACKGROUND AND INTRODUCTION

On January 1, 1873, the Locks opened and allowed passage around Willamette Falls, the second largest waterfall in the United States by volume (behind Niagara Falls). The Locks dramatically reduced transit times and transportation costs and were considered an engineering marvel at the time. The initial design for the way the Locks gates are beveled upstream came from drawings by Leonardo da Vinci.¹ Initially constructed as a private venture with financial support from the state of Oregon, in 1915 the Corps took ownership and provided free transit around Willamette Falls to encourage commerce.²

Fast-forward 96 years. In December 2011, in response to dwindling commercial tonnage passing through the Locks, and a mounting bill for anticipated deferred maintenance and repairs, the Corps changed the operational status of the Locks from “caretaker status” (operating the Locks at least once per month for maintenance) to “non-operational status” (Locks not operated at all).³ That decision effectively cut the Willamette River in two. Commercial and recreational users upstream of the Falls can no longer access recreation sites, markets, or customers downstream via the river. Likewise, downstream businesses and recreational users can no longer access sites upstream from the Falls on the river.

By changing the operational status of the Locks to “non-operational” in 2011, the Corps signaled (based on their interpretation of the relevant operating and funding guidelines)

that insufficient “federal interest” existed to continue maintaining and operating the Locks, given declining commercial traffic through the Locks. In May 2017, the Corps released a draft report of their assessment of alternatives for transferring ownership of the Locks to another entity or decommissioning the Locks, known as the “Disposition Study.”⁴ The Corps initially considered eight disposition alternatives including No Action, continuing caretaker status; Operational Lock, repairing and transferring fully-operational Locks; Non-Operational Lock, transferring non-operational Locks after minimum seismic repairs; and, a number of alternatives that would permanently disable the Locks making them unusable for navigation. After an initial screening process, the Corps studied three alternatives: No Action; Non-Operational Lock; and the Concrete Bulkhead alternative, which would permanently disable the Locks and make them unusable for future navigation. Based on their study of these three alternatives, the Corps selected the Non-Operational Lock as their preferred alternative.⁵ Thus, the Corps concluded that from a federal perspective, the best alternative is transferring the Locks in a non-operational condition after completing minimal seismic upgrades.

The Locks have significant navigational, historical, and cultural importance to Oregonians. They have received official recognition as a valuable civil engineering achievement, and represent a keystone landmark in a region rich with markers of Oregon’s early history.⁶ But they are not just part of Oregon’s past. Though the commercial



Above: Postcard circa late 19th century. Old growth logs moving through the canal. *Courtesy of the Willamette Falls Heritage Foundation.*

Below: Recreation boats: Corvallis-to-Portland Regatta sculling event. *Courtesy of Sandy Carter.*

BACKGROUND AND INTRODUCTION

importance of a water-based transportation corridor may have diminished due in part to expanded rail services and the construction of Interstate 5, the economic, practical, and psychological import of this connection has not disappeared. As commercial demand has waned, water-based recreational and tourism demands have grown. As the region plans for continued growth and prepares for future economic disruptions including the Cascadia earthquake and adaptation to climate change, a unified and navigable Willamette River that connects the Willamette Valley to the Portland Metro Area may hold benefits yet to be fully realized.

Recognizing these local and regional benefits, numerous cities, counties, regional governments, Tribes, and non-profit groups have passed resolutions supporting the repair and reopening of the Locks.⁷ The Willamette Falls Locks Working Group, a coalition of local governments, businesses, and non-profit organizations, formed in 2015 with the primary goal of seeing the Locks repaired and reopened.⁸ In 2015, the Oregon Legislature established the Willamette Falls Navigation Canal and Locks Task Force, whose charge included promoting and supporting efforts to repair and reopen the Locks.⁹ In 2017, the Oregon Legislature established the Willamette Falls Locks Commission, which is a policy-making and advisory board for issues regarding the repair, reopening, and future transfer of ownership of the Locks from the federal government to another public or private entity.¹⁰ (See the Timeline for additional significant dates in the Locks' history.)

In an effort to better understand the range of economic benefits of an operational Locks, the Oregon Legislature allocated funds for a study. Clackamas County, on behalf of the Willamette Falls Locks Working Group, contracted with ECONorthwest to conduct an economic assessment of reopening the Locks. Unconstrained by the guidelines under which the Corps conducted their recent draft Disposition Study, which focused on the federal interest in previous commercial traffic through the Locks and the Corps' interest in maintaining river levels above the Falls that ensure continuing efficacy of their upstream habitat and riparian restoration investments, our assessment takes a broader view of the asset value of the Locks, focusing specifically on state and local interests.* Our assessment includes six analytical components:

- **Transportation Benefit Assessment.**

Presents the economic benefits of the Locks as an asset that facilitates commodity transport and other river-based commercial services (e.g., in-water work at docks and marinas).

- **Recreation and Tourism Benefit**

Assessment. Presents the economic benefits of the Locks as an asset used by motorized and non-motorized personal watercraft that also contributes to the expansion of guided recreation and tourism opportunities.

- **Cultural and Historic Significance**

Assessment. Presents the importance of the Locks to the region's Native American tribes, describes the Locks' historic significance, and their role in efforts to preserve and interpret early Oregon industrial and transportation history and interactions with Willamette Falls.

- **Economic Development Benefit**

Assessment. Presents the benefits the Locks provide for proposed and potential economic development projects in the vicinity of the Locks, and for communities upriver and downriver of the Locks.

- **Resiliency Benefit Assessment.** Presents the benefits of the Locks as an additional or alternative transportation route after an earthquake or other disaster damages the region's transportation infrastructure.

- **Cost Assessment.** Presents estimated operations and maintenance costs of running the Locks on a regular, year-round basis.

Our assessment describes benefits and costs associated with three scenarios.

- A **Baseline** scenario assumes that the Locks are decommissioned in such a way that precludes future navigational use.
- A **Public Operations** scenario assumes public ownership and operation of the Locks for both public and private use and benefits.
- A **Private Operations** scenario assumes private ownership and operation of the Locks for private use and benefit.

*This analysis provides information about the types of considerations Congress recently instructed the Corps to consider in disposition studies. In section 1165 of the Water Infrastructure Improvements for the Nation Act, passed into law in December of 2016, Congress stipulated that disposition studies should address "the extent to which the property concerned has economic, cultural, historic, or recreational significance or impacts at the national, state, or local level."

This report summarizes the findings of our assessment. Appendices A through F provide technical memos that document the assumptions, data sources, and results of our assessment.

- Appendix A describes the scenarios
- Appendix B describes the costs of each scenario
- Appendices C through E provide the details of our transportation, recreation/tourism, and economic-development assessments
- Appendix F provides a complete list of the individuals consulted for our assessment

Willamette Falls Locks Timeline

Pre-1850	Native people live, travel through, and gather at Willamette Falls.		
1850's	1858: Willamette Falls Canal & Locks Company is established with intent to build a canal around Willamette Falls.		
1870's	1872: Construction begins on WFL.	1873: Open for business January 1.	
1880's	1889: Paper mill established.		
1910's	1915: USACE purchases WFL from Portland Railway Light and Power Co.	1916: USACE deepens the canal from 2' to 6'.	
1940's	1940: USACE upgrades WFL.	1941: WFL upgrades from manual operation to hydraulic operation.	
1970's	1974: Listed on the National Register of Historic Places.		
1990's	1991: Designated as a State Historic Civil Engineering Landmark by the American Society of Civil Engineers.	1997: West Linn Paper discontinues its use of WFL.	1999: Willamette River named American Heritage River.
2000's	2001: Transition from 365-day operation to seasonal schedule.*	2002: Willamette Falls Heritage Foundation organized by volunteers to advocate for WFL.	
	2004: First of six "Lock Fests" held to advocate for preservation and funding, and the first Congressional earmark for seasonal operations.	2005: USACE moves WFL to "Caretaker Status" with limited funding for maintenance, and Congressional earmark extended to maintain seasonal operations.	
	2006-2007: Seasonal operations supported with federal grant and local funds from Clackamas County and ODOT.		
	2008-2009: WFL closed for overdue inspections and repairs. Repairs funded by the American Recovery and Reinvestment Act of 2009.		
	2010: Last year of seasonal operations funded through Congressional earmark.	2011: USACE designated the status of WFL as "non-operational"; limited lockages for commercial traffic allowed until December.	
	2013: Special lockages for Canby Ferry (last lockage to date).		
	2014: Last Lock Fest held to date.	2015: Willamette Falls Locks Working Group established to build support for reopening WFL.	
	2016: First meeting of the State Locks Task Force to study and develop a plan for the sustainable operation of WFL.	2017: USACE releases Disposition Study; Oregon Legislature creates the Willamette Falls Locks Commission (to convene in 2018).	

* This date is unconfirmed: seasonal operation may have begun as early as 1999. <https://www.willamettefalls.org/history-of-the-locks>

TRANSPORTATION BENEFITS

Key Takeaway: Total transportation-related benefits of reopening the Locks over 30 years of future operations ranges from approximately \$12 million to \$49 million (2017 dollars).

This assessment estimates the cost savings for transportation-related activities that could result from reopening the Locks. These include the savings on transportation costs of moving commodities by barge on the Willamette River and through the Locks versus transporting commodities by truck. We also estimate the reduced cost of mooring barges and related vessels upriver of the Locks versus the costs of mooring these vessels in the Portland Harbor area. Reopening the Locks would also help reduce construction costs for in-water work on docks and other water-related infrastructure along the Willamette River above the Locks. We estimate these cost savings as well.

These benefits vary by scenario. Under the baseline scenario, none of these benefits would materialize. Under the public ownership scenario, all would materialize with some variation in magnitude, depending on operating schedule. Benefits under the private operating scenario would depend on the operator's activities, but presumably they would generate some of the benefits described in this section.

Barging Advantages	Barging Disadvantages
<p>Larger capacity yet lower transportation costs per ton-mile.</p> <ul style="list-style-type: none"> ■ Barges operate with engines of comparable size and power to trucks, but can move much greater tonnage per engine. <p>Fewer trucks on the road and reduced traffic congestion.</p> <ul style="list-style-type: none"> ■ One barge load is equivalent to 40 truckloads of aggregate. <p>Fewer environmental pollutants produced.</p> <ul style="list-style-type: none"> ■ Barging's larger transportation capacity per load reduces the total output of environmental pollutants. <p>Lower accident rates.</p> <ul style="list-style-type: none"> ■ Barging's larger capacity, fewer trips, and lower staffing levels reduce overall accident rates. <p>Ability to ship bulky goods.</p> <ul style="list-style-type: none"> ■ Barging's larger capacity and ease of loading and unloading provides superior ability to move bulky goods. 	<p>Longer transport times.</p> <ul style="list-style-type: none"> ■ Barges operate at slower travel speeds and sometimes use longer, less direct routes. <p>Limited flexibility of rerouting as needed.</p> <ul style="list-style-type: none"> ■ Barges can only operate on waterways of sufficient depth. <p>Limited capacity for quick turnaround scheduling.</p> <ul style="list-style-type: none"> ■ Barges operate at slower travel speeds. <p>Requires intermodal transfer facilities located adjacent to rivers.</p> <ul style="list-style-type: none"> ■ Connecting barging with other transportation modes may require dedicated rail or truck access and loading and unloading facilities.

TRANSPORTATION BENEFITS OF MOVING COMMODITIES WITH BARGES

Our assessment of the cost savings for commodity transport began by identifying the commodities most likely to be transported by barge based on barging's advantages and disadvantages relative to truck and rail mode.*

We conducted a screening analysis of the commodities most likely to be transported through the reopened Locks, based on historical usage and current production patterns.

These commodities included: aggregate; recycled metal and finished steel; wood pulp and finished paper products; logs; agricultural products; trash; and recycling. We found that barging's disadvantages or other limitations would likely prevent all but aggregate from moving through the Locks, at least initially after the Locks reopening. Table 1 presents our reasoning for this conclusion, by commodity.

*Likely beneficiary companies include Wilsonville Concrete Products and CalPortland Company, Inc.

Table I. Summary of Screening Analysis Results for Commodities that Could Be Transported Through the Locks

Commodity	Included in Analysis?	Findings of Screening Analysis
Aggregate¹¹	Yes	<p>Factors that support moving aggregate through the Locks soon after reopening include:</p> <ul style="list-style-type: none"> ■ There is a long history of moving aggregate through the Locks ■ Barges currently move aggregate throughout the lower Willamette River below the Locks ■ The barges, dredges, and tugs that move gravel on the lower river will fit in the Locks ■ The larger grained aggregate from mines above the Locks is desirable for construction projects throughout the Portland area
Recycled Metal and Finished Steel Products	No	<p>Limitations that would need to be addressed before moving metal and steel products through the Locks include:</p> <ul style="list-style-type: none"> ■ Constructing an intermodal rail-barge transfer facility in the Newberg area ■ Constructing a rail spur that connects the intermodal facility with the rail line that serves the Cascade Steel Rolling Mill in McMinnville, at \$1 million to \$2 million per mile ■ Determining if barging could provide adequate capacity for scrap metal and finished steel products on a delivery schedule that matches the Cascade mill's requirements
Wood Pulp and Finished Paper Products	No	<p>The recent closure of the West Linn Paper Mill makes moot at this time the question of the potential transportation benefits to the mill of reopening the Locks. Should the mill reopen, however, constraints exist that would limit the feasibility of the mill switching from trucking to barge. These limitations include:</p> <ul style="list-style-type: none"> ■ Constructing new loading infrastructure ■ Loading and unloading barges in the Port of Portland would probably require employing longshoremen, which would increase labor costs relative to trucking ■ There would be additional transport handling steps and costs relative to trucking ■ Determining if barging could provide adequate capacity for wood pulp and finished paper products on a schedule that matches the paper mill's requirements
Logs Agricultural Products Trash Recycling	No	<p>Limitations that would need to be addressed before moving these commodities through the Locks include:</p> <ul style="list-style-type: none"> ■ Identifying and purchasing suitable properties for intermodal transfer facilities on the Willamette River upriver from the Locks that would connect road, rail, and barge transportation modes ■ Building and operating the intermodal facilities ■ Determining if barging could provide adequate capacity on schedules that meet the needs of producers and shippers

Transportation Cost Savings and Environmental and Congestion Benefits

We estimated the cost savings of switching a small percentage of aggregate currently mined in counties that border the Willamette River from truck to barge.* We also estimated the economic value of environmental benefits of such a switch regarding impacts on the production of transportation-related greenhouse gases and air pollutants.

We developed three aggregate scenarios:

1. Moving aggregate from the Santosh aggregate mine in Scappoose, Oregon to the Wilsonville Concrete Products (WCP) plant in Wilsonville, Oregon (see Exhibit 1). This would facilitate mixing finer grain aggregate from the Santosh mine with coarser grain aggregate from WCP and CalPortland facilities when making concrete.
2. Moving aggregate from the Santosh aggregate mine to the CalPortland facility in Newberg, Oregon.
3. Moving aggregate from the WCP’s Wilsonville facility during remediation of the Portland Harbor Superfund site. Coarser grain aggregate from the Wilsonville facility is preferred for capping contaminated sediment in riverbeds.¹²

For the three scenarios, we estimated the costs of moving aggregate by barge and by truck, and calculated the transportation benefits as the cost savings of moving aggregate by barge. Barging, in general, is a much more efficient method of shipping aggregate compared with trucking.

- Shipping by barge reduces transportation costs by 18 percent relative to shipping by truck.
- One barge has the capacity of 40 truckloads of aggregate.
- Moving the quantities of aggregate in our scenarios described above would remove approximately 80,000 to 220,000 truck trips from Portland-area roadways over 30 years of Locks operations (see Figure 4).

Shifting commodity movements from truck to barging yields environmental benefits in the form of reduced production of greenhouse gases and air pollutants including CO₂ and NO_x. Shifting aggregate transport from trucking to barging would reduce the production of CO₂ by 46 percent, with a total reduction of approximately 11,000 to 32,000 metric tons (see Figure 5).

*Less than 1 percent of aggregate mined in Clackamas, Marion, Multnomah, and Yamhill Counties in 2015.

Figure 4. Total Truck and Barge Trips Over 30 Years

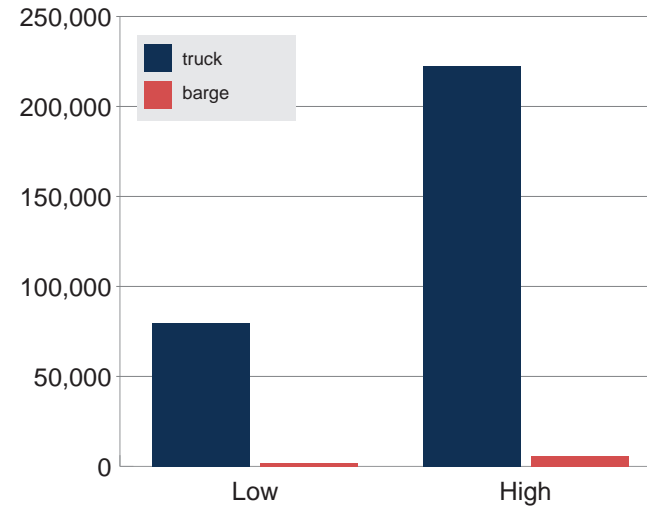
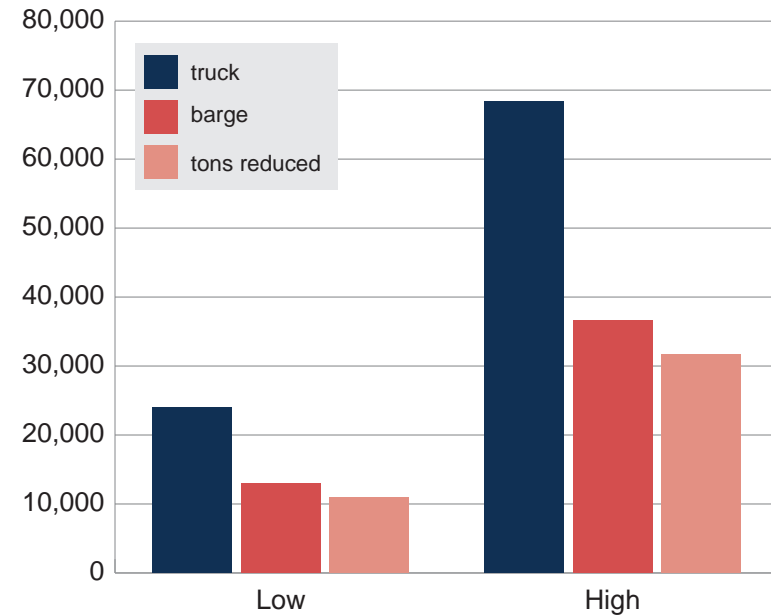
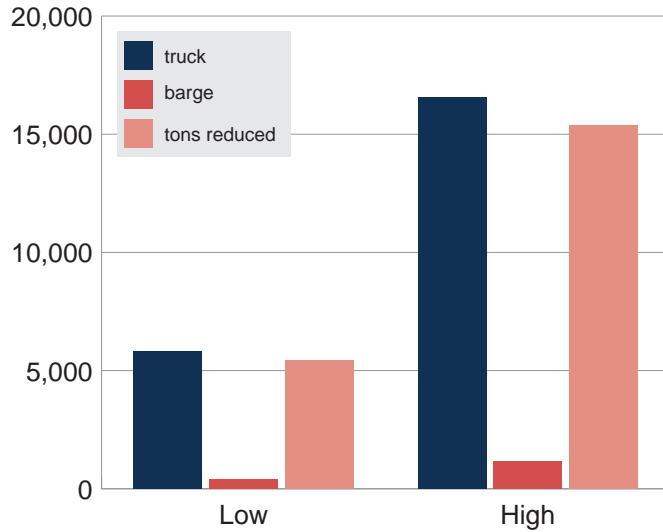


Figure 5. Metric Tons of CO₂ Produced Over 30 Years



Similarly, barging reduces the production of NO_x by 93 percent over 30 years, with a total reduction of approximately 5,400 to 15,400 metric tons (see Figure 6).

Figure 6. Metric Tons of NO_x Produced Over 30 Years



We estimate the economic value of reduced production of greenhouse gases and air pollutants based on the economic value of damages that these gases cause in the form of reduced agricultural productivity, human health effects, property damages from increased flood risks, and related costs.¹³

We estimate the total transportation benefit of barging aggregate, based on transportation cost savings and avoided costs associated with greenhouse gasses and air pollutants over 30 years of Locks operations, at between approximately \$2.5 million and \$7 million (in 2017 dollars).

Exhibit I. Regional Context for Aggregate Barging Scenarios



Source: ECONorthwest

Moorage Benefits

Businesses such as Wilsonville Concrete Products (WCP) that operate commercial vessels on the Willamette River developed their business plans assuming access to their moorage facilities upriver of the Falls. These facilities are conveniently located adjacent to their processing plant in Wilsonville and many of the firm’s workers lived in the vicinity. Closing the Locks forced WCP to find other moorage space downriver of the Locks or lose access to a significant portion of their business. Moorage in the Portland Harbor area is scarce and extremely expensive relative to WCP’s moorage costs at its own facility on the Willamette River in Wilsonville. Moorage costs are higher because of lack of available moorage sites suitable for commercial barges and dredge,* higher fees charged by the Oregon Department of State Lands to occupy state water—which is based on assessed values of adjacent lands—and because WCP must pay rental fees that include costs for infrastructure and services that support their moorage. In addition to these costs, WCP’s staff have a significantly longer commute from their homes to moorage sites in the Portland harbor area where WCP moors their vessels.

Reopening the Locks would allow barges, dredges, and tugs owned by WCP that are currently moored in the Portland Harbor area to move to WCP’s moorage site in Wilsonville above the Locks. We estimated the moorage benefit based on WCP’s current moorage costs in the Portland area and on the moorage costs they would pay if they could access their moorage sites adjacent to their Wilsonville facility. We calculate the moorage benefits over 30 years as the difference in these costs.

We estimate that the total moorage benefits over 30 years of Locks operations ranges from approximately \$8 million to \$40 million (in 2017 dollars).

In-Water Construction Benefits

A number of companies provide in-water construction services along the Willamette River, above and below the Locks. Barges with pile drivers and related equipment move up and down the river (typically during summer months), installing piles for existing or new docks and moorages at marinas and private residences. With the closure of the Locks, equipment and barges must be trucked above the Locks for work on the upper Willamette River. Reopening the Locks would allow contractors to revert to barging equipment upriver through the Locks, thus reducing their costs of operations relative to current conditions that requires additional trucking and handling costs.

We estimate that the total cost savings for in-water construction services upriver of the Falls over 30 years of Locks operations is approximately \$1.2 million (in 2017 dollars).

SUMMARY OF TRANSPORTATION-RELATED BENEFITS

We summarize the results of our analysis of the transportation-related benefits over 30 years of reopening the Locks in Table 2. It includes the benefits described in each category above that we were able to quantify in monetary terms. The total benefits range from approximately \$12 million to \$49 million (in 2017 dollars).

Table 2. Transportation-Related Quantified Benefits of Locks Operations Over 30 Years (in 2017 dollars)

Benefit Category	Low Estimate	High Estimate
Transportation Cost Savings and Environmental and Congestion Benefits	\$2.5 million	\$7.0 million
Moorage Benefits	\$8.1 million	\$40.4 million
In-Water Construction Benefits	\$1.2 million	\$1.2 million
Total Transportation-Related Quantified Benefits	\$11.7 million	\$48.5 million

*Totals may not sum due to rounding.
Source: ECONorthwest*

Total transportation-related benefits over 30 years of Locks operations would likely exceed our totals in Table 2 for the following reasons:

- Actual transportation cost savings could be higher, if a larger quantity of aggregate moves through the Locks, or if other commodities begin to move through the Locks over time as businesses adapt to future predictability and certainty in Locks operations.
- We have not accounted for the benefits and cost savings of moving oversized cargo (e.g., the Spruce Goose) by barge rather than by truck or rail. In some cases, barging may be the only alternative given the size of the cargo.

*A phone survey of moorage and industrial sites in the Portland area and downriver to Longview found no moorage space available on a regular basis suitable for the commercial barges that WCP operates.

- Three ferries that operate upstream of the Falls will one day need to be replaced. If the Locks are not operational, replacing them may not be possible or would be more expensive.
- Complying with mandatory U.S. Coast Guard inspections for the three ferries and the Willamette Queen paddle wheeler that operates in the Salem area is more expensive because they cannot access boatyards in the Portland area.



Tug and barge on the Willamette River, Portland, OR. *Courtesy of John D, via Wikimedia.*

RECREATION AND TOURISM BENEFITS

Key Takeaways: Recreation and tourism activities associated with the Locks would resume immediately after reopening, and likely would expand beyond historical use. Quantified benefits associated with recreation, including guided overnight cruises and use by personal watercraft (e.g., motor boats and canoes) range from about \$12 million to over \$50 million (in 2017 dollars) over 30 years. Guided day tours, on-site visitation, and future tourism bolstered by potential development plans would all generate additional benefits beyond those quantified above.

People have moved through the Locks for recreation and tourism since their construction.¹⁴ In the early days, steamboats transported people between Portland and the Willamette Valley for business and pleasure. As early as the first half of the twentieth century, the Locks were a draw for pleasure boaters in small recreational boats. As commercial traffic through the Locks waned in the last few decades of the twentieth century, recreational use of the Locks increased from guided river tours, paddlers traversing the Willamette River, and recreational boat owners from both upstream and downstream of the Locks. Our assessment of the recreation and tourism use of the Locks addresses the potential benefits from reopening the Locks across four categories, shown in Table 3.

Table 3. Summary of Recreation and Tourism Benefits

Use Category	Potential Benefits
Non-Motorized Watercraft. Owners of kayaks, canoes, and other human-powered, in-water recreational modes. Includes both local and non-local participants.	<ul style="list-style-type: none"> ■ Increased value of a continuous paddle on the Willamette River Water Trail ■ Reduced cost of portage for through-paddles on the Willamette River Water Trail ■ Increased value of paddling through the Locks, a unique experience
Motorized Watercraft. Owners of motorized boats of all sizes	<ul style="list-style-type: none"> ■ Increased value of connection between upper and lower Willamette River ■ Potential reduced cost of boat ownership for boats located above the Locks ■ Increased value of traversing through the Locks, a unique experience
Guided Day Tours. Operators of and participants in water-based guided tours that include the Locks	<ul style="list-style-type: none"> ■ Increased value and revenue associated with through-Locks tours compared to existing offerings ■ Increased opportunities for cross-marketing with other regional tourism experiences
Guided Overnight Tours. Operators of and participants in hotel barge cruises to Oregon's wine country	<ul style="list-style-type: none"> ■ Increased value and revenue associated with tours, not currently offered ■ Increased visibility and international interest in Oregon's wine country may lead to expanded revenue for the broader tourism industry.

They vary by scenario. Under the baseline scenario none of these benefits would materialize. Under the public ownership scenario, all would materialize, with some variation in magnitude, depending on operating schedule. Under the private operating scenarios, it is unlikely that these benefits would materialize, because allowing recreational use would require a private owner to operate the Locks on a predictable schedule and carry more insurance, without receiving additional compensation to cover these costs.

NON-MOTORIZED WATERCRAFT USERS

This category of use includes people who would travel through the Locks in canoes, kayaks, and rafts. Passage through the Locks could be part of a short-distance or long-distance trip. Though data on use of specific waterbodies in Oregon does not exist, there is clear demand for this kind of recreation in the area. Approximately 10 percent of the population in the regions that roughly correspond to the Willamette River watershed reported participating in flatwater rowing, paddling, tubing, and floating in 2011, the most recent year data were available.¹⁵

Local businesses have developed in the area that cater to people wanting to experience Willamette Falls and the natural area upstream of the falls up close, including eNRG Kayaking in Oregon City. On any summer day or evening, dozens of paddlers explore the flatwater below and above the falls, and over the course of the year, well over a thousand paddlers likely experience the immediate area upstream and downstream of the Falls.¹⁶

An operational Locks likely would increase the value of this area as a local trip destination, because paddlers could combine trips above and below the Falls, linking two beautiful natural destinations with Locks passage that would increase the diversity and points of interest of the trip.

Reopening the Locks would also have benefits for long-distance trips. There is growing interest locally and internationally in long-distance trips on the Willamette Water Trail, a paddle that begins in the upper reaches of the Willamette River and ends at its confluence



Left: Boaters returning from Steamboat Day at Champoeg in 1939. *Courtesy of the Clackamas County Historical Society.* **Right:** Corvallis-to-Portland Regatta sculling event. *Courtesy of Sandy Carter.*



with the Columbia downstream of Portland. The Willamette Water Trail is one of only 20 National Water Trails in the U.S., and Willamette Riverkeeper mails trail maps all over the U.S., Canada, and internationally. Interest has been growing from people wanting to complete the entire trail: dozens of people inquire directly to Willamette Riverkeeper about how to portage around the Falls every year. eNRG Kayaking also receives a half-dozen similar calls per year.

The value the Locks would provide in completing the trail and avoiding an expensive, time-consuming, and interruptive portage cannot be understated. As with local trips, reopening the Locks would likely increase use of the entire length of the Willamette River Trail. Completing the entire trail without interruption likely would also increase the value that users place on the experience.

The total value of a day of paddling can be measured as the sum of two values: what people actually spend to participate (e.g., kayak rental or purchase, gas to drive to boat launch, etc.) and the extra amount people would have been willing to spend to participate. **Being able to paddle through an operational Locks would generate benefits to local businesses by increasing the number of people interested in paddling, the amount they are willing to spend for the trip, and the enjoyment they receive from the trip over and above what they would have been willing to pay.**

Data are not available to quantify exactly how many additional people may use the Locks for recreational purposes, how much they might spend above what they currently spend (assuming they are already taking the trip), and how much additional enjoyment they

get out of the trip. In the absence of data, we developed assumptions that allow us to model the potential benefits associated with use of the Locks by motorized and non-motorized watercraft users. The sidebar outlines our assumptions and results.

MOTORIZED WATERCRAFT USERS

Many of the benefits described above for non-motorized personal watercraft apply to users in motorized boats. Again, data on use of specific waterbodies in Oregon does not exist, however there is clear demand for motorized boating in the area. Approximately 15 percent of the population in the regions that roughly correspond to the Willamette River watershed reported participating in power boating in 2011, the most recent year data were available.¹⁷ Although the number of boats registered in the five-county area surrounding the Locks has declined by about one percent per year since 2000,¹⁸ demand for recreational moorage at the Boones Ferry Marina, the only public marina upstream of the Locks, has been increasing each year. The marina provides 105 in-water moorage spaces, and 22 on-land boatports. Moorage has sold out for the summer season and waiting lists build a year in advance of the season, with people paying \$500 just to be included on the waitlist.¹⁹ Sportcraft Marina immediately downstream of the Falls also reports robust demand for moorage facilities.

As with paddling, the Locks would provide for a longer, more diverse experience that users may value more highly. Reopening the Locks would also improve access to more points of interest,

especially for boaters who typically moor their boats above the Falls. This could yield more trips per year, and more valuable trips, both a direct benefit of the Locks. The sidebar outlines our assumptions and results quantifying the benefits associated with use of the Locks by motorized and non-motorized watercraft users.

GUIDED DAY TRIPS

Reopening the Locks would expand the range of opportunities currently available for guided day trips on the Willamette River. Multiple tour operators have historically used the Locks to facilitate river tours in the area, and many tour operators continue to use the area, stopping at the Falls and the lower Lock chambers:

- Willamette Jetboat Excursions offers trips from downtown Portland to Willamette Falls, with views of the lower Lock chamber a highlight of the trip.
- Portland Spirit also offers a three-hour cruise to the base of the falls from May through October. Prior to WFL closure in 2011, Portland Spirit ran test cruises of a jetboat trip from Portland to Champoege Park.
- Wy'East Expeditions, which ran school tours for 30 years through the Locks in the Talapas, a replica Native American dugout canoe, has shifted operations for all four of its boats to other locations on the Willamette and Columbia Rivers. Given the historical popularity and importance of the WFL cruise over the years, it is likely at least some through-Locks cruises would resume immediately.²⁰

Quantified Benefits to Personal Watercraft Users

To quantify the benefit associated with motorized and non-motorized watercraft users traveling through the Locks, we assumed that recreational traffic through the Locks would resume at levels similar to the 2000 peak reported in the Corps' recreational lockage data, which was 1,299 boats per year. We adjusted this number of boats to account for population growth and likely increase in demand since 2000. Based on lockage fees and similar access fees in place elsewhere in Canada and the U.S., people are willing to pay at least \$5 and up to \$20, which is an indication of the value they place on the experience of locking through. **Based on our analysis, over 30 years, recreational boaters would enjoy a benefit of between \$600,000 and \$2.4 million to be able to travel through the Locks. (2017 dollars)**

- eNRG Kayaking runs guided tours, classes, and kids' camps on the Willamette River below and above the Falls. Annual participation in these various guided trips that currently utilize the river below the Falls numbers in the thousands, if not more, and supports revenues for these businesses in the hundreds of thousands of dollars, conservatively.

Tours through the Locks would begin immediately upon reopening. Not all of the existing tour activity would incorporate a through-lock experience, because the lockage

itself (up and down) adds over an hour to a trip. But some existing tours would be expanded and new tours would be created. **It is likely, given the expanded length and unique experience, that tour operators would charge more for these tours, increasing their revenue. Customers, too, would enjoy benefits, as many of them would likely receive benefits from the experience above and beyond their willingness to pay for the trip.** It is not possible, given information available at this time, to quantify the potential increase in trip offerings, demand for trips, or the new revenue and value associated with them. But the changes in participation, revenue to business owners, and additional value to participants, would likely be net positive.

GUIDED OVERNIGHT TOURS

Overnight tours did not occur through the Locks prior to their closure. However, at their closure, there was interest in replicating a model for overnight barge cruises through Oregon's wine country, which has proven successful in Europe. Since the closure of the Locks, overnight and week-long cruises have become popular on the Columbia River, suggesting there is a market for this kind of tourism in Oregon already. Driven by a limited supply of lodging, and especially luxury lodging in Oregon's wine country (limited primarily by land use laws), and an increasing profile and awareness of Oregon's wine country, hotel barge cruises could fit into an almost-certain pipeline of demand.

Prior to the Locks' permanent closure in 2011, several factors limited the development of this opportunity, including uncertainty of future Locks operation and prohibitions on overnight



The Hotel Barge L'Impressionniste on the Burgundy Canal in France. *Courtesy of Oliver Barge, via Wikimedia.*

moorage and passenger access for commercial boats in Portland. The latter restrictions are in the process of being relaxed through changes to the City's Greenway Code, as part of the City's Central City 2035 planning effort, which should be finalized in Spring 2018. If the Locks were to reopen, this new type of business almost certainly would be developed. Assuming regulatory hurdles are lifted, no other technical reasons exist why operations could not begin within a short timeframe. For example, a cruise could begin in downtown Portland, and travel up through the Locks to Newberg, providing potential interpretive stops along the way. A land-based tour would take people through

wine country, and return to the boat. The barge would return to downtown Portland through the Locks to complete the trip, which could be as short as two days, or longer if more side trips were included.

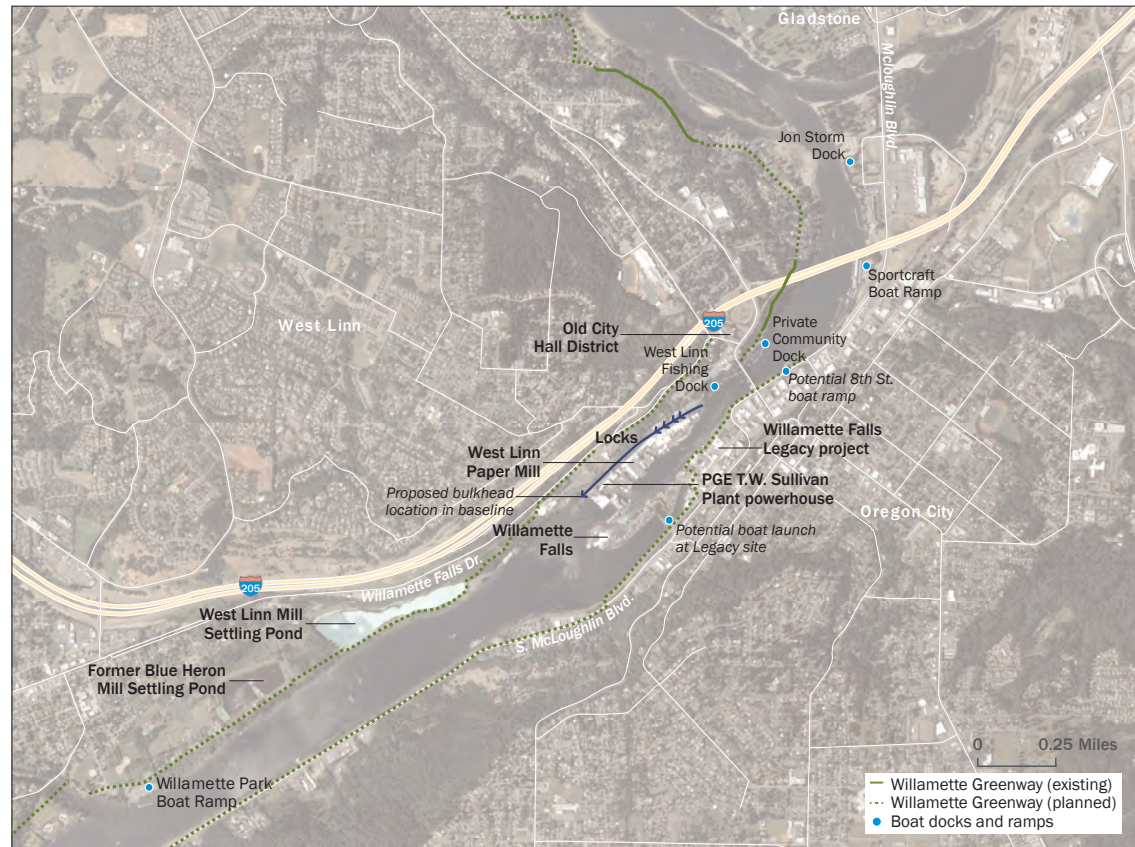
Because this type of operation could represent a substantial benefit of reopening the Locks, and would only be developed if the Locks are operating, we modeled operating scenarios based on European operations of similar cruises to estimate potential revenue over 30 years. Our assumptions are described in detail in Appendix D. **Using what we believe are conservative assumptions about number of trips and rates, we estimate the benefit arising from guided**

overnight trips, measured in terms of revenue over 30 years, ranges from approximately \$12 to \$48 million (in 2017 dollars).

NON-WATER-BASED RECREATION AND TOURISM

Recreation and tourism in the area surrounding the Locks is currently limited to the in-water recreation described above, to local parks, and to a widely distributed and diverse set of historical museums and attractions in Oregon City and West Linn. Reopening the Locks would restore public access to the Locks grounds, and potentially the historic museum that is located onsite. However, the impact this would have in terms of number of visitors or economic benefit (measured in terms of local spending or value enjoyed by the visitor) is uncertain. It likely would be positive, but under current conditions in which the Locks site and interpretive value is underdeveloped, the effect would likely be small. Looking forward to potential redevelopment possibilities described in more detail in the next section, reopening the Locks would work synergistically to enhance the value and economic potential of local redevelopment plans.

Exhibit 2. Key Recreation Features in the Local Area Surrounding the Locks



Source: ECONorthwest

DEVELOPMENT BENEFITS

Key Takeaways: The sites immediately adjacent to the Locks, the West Linn Paper Mill and the Willamette Falls Legacy Project, will have the greatest potential development benefits from a reopened Locks. All of the riverfront sites near the Locks face significant infrastructure and market barriers to redevelopment that will require public-private partnerships to overcome. Redevelopment sites in the cities of Wilsonville and Newberg are most likely to capitalize on increased access to Portland, particularly if there are new overnight tourist boats that visit those locations.

Our assessment of the development benefits of reopening the Locks looked qualitatively at the potential for opportunity sites upriver, downriver, and near the Locks, to capitalize on the transportation and recreational benefits of a reopened Locks. In addition, we considered the Locks as an amenity for the possible redevelopment sites in closest proximity to the facility. Reopening the Locks would provide an amenity that supports the broad goals of the Willamette Falls Heritage area. Our redevelopment analysis started with a series of interviews and small group meetings with local jurisdictions, stakeholders, and property owners.²¹

To qualitatively describe the benefits of the Locks, we developed a framework for thinking about the redevelopment impacts for the

Table 4. Summary of Redevelopment Impacts

Impact Type	Potential Benefits	Jurisdictions	Specific Sites
Local Impacts. Benefits of the Locks as an amenity that would drive traffic and interest to the West Linn Waterfront area.	<ul style="list-style-type: none"> ■ Property values ■ Access to local sites ■ Historical value, including visibility ■ Immediate tourism impacts, including related to Willamette Falls Heritage Area 	West Linn	<ul style="list-style-type: none"> ■ Waterfront, including Old City Hall District, Pond Redevelopment District, and Industrial Redevelopment District ■ West Linn Paper Mill
		Oregon City	<ul style="list-style-type: none"> ■ Willamette Falls Legacy Site ■ Downtown Oregon City redevelopment sites
Upriver Impacts. How transportation benefits can translate into redevelopment opportunities, including the potential for tourists to access riverfront sites coming on boat tours or in private boats from Portland.	<ul style="list-style-type: none"> ■ Tourism related to Heritage Area ■ Access to downriver areas, including Portland capitalized into land values ■ Industrial site development 	Canby	<ul style="list-style-type: none"> ■ City-owned riverfront property
		Newberg	<ul style="list-style-type: none"> ■ Closed SP Fiber Tech. Mill
		Wilsonville	<ul style="list-style-type: none"> ■ Arrowhead Master Plan ■ Boones Ferry Master Plan area
Downriver Impacts. How redevelopment areas downriver from the Locks could capitalize on better access to upriver areas.	<ul style="list-style-type: none"> ■ Tourism related to Heritage Area ■ Access to upriver areas 	Lake Oswego	<ul style="list-style-type: none"> ■ Foothills District
		Milwaukie	<ul style="list-style-type: none"> ■ Downtown redevelopment sites surrounding Waterfront Park

future of the Willamette Falls Locks (shown in Table 4). This framework summarizes the type of impact, potential benefits, and affected jurisdictions and sites.

LOCAL IMPACTS

The West Linn Paper Company property and the sites closest to it would see the greatest impacts from the reopening of the Locks. The West Linn Paper Company spans several Company-owned properties on the riverbank and Portland General Electric (PGE)-owned properties on Moore Island. While PGE is the main landowner in this area, the West Linn Paper Company, the Oregon Department of Fish and Wildlife, and the Corps also have facilities or interests in the area. Each of these entities has easements that allow access to their respective facilities across paper mill or Corps-owned property. According to a 2008 CEDER report that examined disposition options, these easement relationships are complicated and not well documented.

Table 5 summarizes development considerations and benefits of an operating Locks for each of the key sites shown in the overview map in Exhibit 3.²²

Exhibit 3. Locks and Surrounding Properties Overview



²²Property ownership shading is based on Metro's Regional Land Information System, current as of August 2017. Actual property ownership delineation may differ somewhat, and alignment with other map features is approximate.

Source: ECONorthwest

Table 5. Development Benefits at West Linn Paper Mill and Surrounding Properties

	Development Considerations	Benefits to Site of Operating Locks
<p>A. Vacant Mill A Building on PGE-owned Land</p>	<ul style="list-style-type: none"> ■ Historic buildings will require improvements to address seismic danger as well as failing roof infrastructure ■ Pedestrian and vehicular access challenges, likely requiring large capital investments to overcome. Options for visitor access include a blufftop pedestrian bridge, cable ferry, or at-grade vehicle/pedestrian bridge ■ Potential brownfield considerations that would require additional environmental assessment ■ Safety issues for PGE employees and visitors to the site ■ Seismic issues, if improvements are not made to address seepage and subsidence that has occurred at the edge of the Locks ■ Potential easement/property ownership issues unless clearly spelled out in lease agreement ■ If existing mill closes permanently, potential to master plan for the whole island and surrounding properties 	<ul style="list-style-type: none"> ■ Attract visitors to the site by providing key destination and focal point for the area ■ Capital investment at the Locks could address issues with seepage and subsidence ■ If the Mill were to close permanently, an operational Locks facility would provide visitor interest and a focal point for a redeveloped mill district ■ Potential synergy with Willamette Falls Legacy Project redevelopment efforts ■ Potential to attract visitors to the museum and watch the Locks in action ■ More attractive area with the potential for retail and recreational facilities, possibly housing ■ Could be tied into development concept for Mill A building, including pedestrian bridge across the Locks
<p>B. Potentially Active West Linn Paper Company Buildings on PGE-owned Land</p>	<ul style="list-style-type: none"> ■ The drawbridge is in disrepair and needs to be replaced ■ If the mill closes permanently, it is likely the site could see some redevelopment, likely in concert with Mill A, the Locks properties, and the Willamette Falls Legacy site ■ Buildings would need to be assessed for reuse or removal ■ Potential for long-term pedestrian connection to Willamette Falls Legacy project 	
<p>C. Former Locks/Corps of Engineers Building and Museum</p>	<ul style="list-style-type: none"> ■ Potential rehabilitation and possible adaptive reuse of underutilized buildings ■ Potential to integrate this area with West Linn waterfront planning pedestrian and bicycle connections 	
<p>D. West Linn Paper Company Land and Parking Areas</p>	<ul style="list-style-type: none"> ■ The most promising development sites are parking lots and staging areas on top of the bluff near the Old City Hall District. These sites have visibility from Willamette Falls Drive and fit into the existing district ■ Lower sites could see potential development on the parking lots or adaptive reuse of the former mill office 	

West Linn

The City of West Linn is starting a master planning process for the 2.5 mile stretch of waterfront between Arch Bridge (below the Falls) and the Former Blue Heron Mill Settling Pond (above the Falls). The plan is in progress, with a targeted completion date of 2018 to 2019. The purpose of this plan will be to “create a vision for future land uses and activities, based on both the past 30 years of planning/analysis work and current community values and aspirations.”²³ This work will include transportation planning on Willamette Falls Drive, as well as planning for the creation of a multi-use path that would likely go along the bluff, using city easements near the settling ponds. There are several sites that could see redevelopment over the coming years within the waterfront master planning study area. The plan breaks the study area into three subareas:

- **The Old City Hall District.** Centered around the former City Hall at the intersection of Mill Street and Willamette Drive, this district faces a lack of parking availability and many transportation challenges, due to the presence of two state highways, ramps, freight routes, and city arterial routes.
- **Industrial Redevelopment District.** Though the future of the West Linn Paper Company is in flux, the plan will consider redevelopment options for other sites in the area which are currently underutilized and could be better integrated into the broader waterfront planning area. It is likely that the future of the West Linn Paper Company facilities will be better known when the Master Plan is complete. This area is described in more detail in the previous section.

- **Pond Redevelopment District.** At the upriver end of the study area, there are two settling ponds that could see redevelopment: the Blue Heron Pond and Mill Site pond. While most of the land in this area is located in the floodplain or in a wetland, these two ponds are not located in a sensitive area. These ponds could see redevelopment ranging from informal open space, formal parkland, to redevelopment into industrial, residential, or commercial pads.

A functioning Locks provides the greatest benefit to sites immediately adjacent to the facility, since an active facility would provide a focal point for West Linn’s portion of the Willamette Falls Heritage Area. City of West Linn Staff recognized the opportunity for better planning on both sides of the river, to best catalyze redevelopment on the Oregon City and West Linn waterfronts. The Locks provide a historic amenity that would serve as a draw for visitors to redeveloped sites near the Locks at the bottom of the bluff.

Oregon City

WILLAMETTE FALLS LEGACY PROJECT AND OTHER DEVELOPMENT SITES

The Willamette Falls Legacy project is a partnership between four entities (Oregon City, Clackamas County, Metro, and the State of Oregon) to revitalize the former Blue Heron Paper Mill in Oregon City after its closure in 2011. While these partners were working on a framework plan for the site, it was purchased in 2014 by a private developer. Initial planning efforts have included development studies and the design of a public riverwalk that would provide the public with close-up views

of Willamette Falls and potentially catalyze redevelopment of the site. Long-term public improvements include a pedestrian connection across the river to the West Linn Paper Mill site, which received broad public support throughout the framework planning process.

Staff at the City of Oregon City cited public support for the reopening of the Locks. The main benefit to the Legacy site of a functioning Locks would be the combined impacts associated with a vibrant Willamette Falls Heritage area. A functioning Locks would provide synergy with the historic preservation on the Legacy site, given that historic and cultural interpretation is one of the four core values of the Legacy project. In terms of these benefits, interviewees stressed that the Locks serve as one critical part of an array of historic resources that contribute to the heritage area. A functioning Locks could also enhance development interest by providing boat access to the upriver part of the Legacy site (above the Falls). A functioning Locks could also enhance development interest by providing boat access to the upriver part of the Legacy site (above the Falls). A functioning Locks would also provide a better connection for non-motorized boats upriver and downriver of the Falls. Identified as part of the framework plan, the site includes a portage connection through the site for non-motorized boaters.

Canby

The City of Canby has little river frontage that would be suitable for new, river-oriented development. However, downtown Canby is seeing more development activity, including the Civic Block development, as well as the

possible reuse of the library building and the Parsons Pharmacy. Access to the river contributes to local quality of life and can help to attract new residents. The Comprehensive Plan includes public access to the Willamette River as a key goal, including access for non-motorized boats. Besides the Canby Ferry, the City has no manufacturers or businesses that rely on riverfront access.

The benefits of a functioning Locks for the City of Canby include the potential economic activity generated from tourist traffic coming from Portland to access Wine Country destinations, such as Newberg. City of Canby staff indicated that the ideal operating schedule would be three days per week, including one day on the weekend, to help the area build tourism and develop new ideas for river-related recreation.

Wilsonville

The City of Wilsonville is a vocal supporter of a reopened Willamette Falls Locks. The City is undergoing several efforts to provide greater public access to the river and increase opportunities for economic development in the City:

- **Potential Port of Wilsonville.** The City's adopted Transportation System Plan identifies the potential for a river-based port that would rely on the reopening of the Locks to move forward.
- **Boones Ferry Area.** Drawing upon previous master planning efforts, the City is in the process of considering a master plan for a residential and commercial area west of I-5 and north of the Willamette River that

would explore strategies for river-oriented development and increased access to the river for non-motorized boaters.²⁴

- **Arrowhead Master Plan (Area G and K).**

The 2005 Comprehensive Plan cites the need for future planning in this 100-acre area to consider how to balance the mix of industrial, office, and farming uses and mitigate conflicts between non-compatible uses.²⁵ The City is considering a Master Plan for the area by 2019 that would explore how to best balance the area's mix of uses while attracting new development that would be oriented toward the river.

A functioning Locks would open up new opportunities for the City of Wilsonville for economic development, including allowing for the City to explore the concept of a potential Port of Wilsonville. Beyond the near-term benefits to Wilsonville businesses (including Wilsonville Concrete), the City could capitalize on new opportunities to attract tourists from downriver locations, including Portland.

Newberg

The City of Newberg is starting a new state-funded Riverfront Master Plan, updating the vision for the area now that the bypass around downtown has been completed. The plan centers around the 220-acre former WestRock paper mill site, and will look at market conditions, transportation infrastructure, river-related recreation, and zoning considerations. The paper mill site faces several challenges to redevelopment, including its location next to the City's wastewater treatment plant, lack of utility access, and challenging river access given that

the site is 60 feet above the river on a bluff.

Staff at the City of Newberg indicated that planning efforts to date have not considered the role of the Locks as it relates to redevelopment. Staff did indicate that the Locks benefit boaters using Roger's Landing, a popular boat launch near the former mill property. Over the coming decade, the former WestRock paper mill site is likely to redevelop, likely as a mixed-use, river-oriented district. A functioning Locks could allow for traffic from downriver communities coming via the river, especially tourists. It could also allow for overnight moorages from Portland that take advantage of a vibrant tourist destination.

DOWNRIVER IMPACTS

Though downriver benefits are somewhat more limited, some sites downriver of the Locks would benefit from increased access to upriver sites. There are several areas downriver of the Locks that would see minor benefits of a Locks reopening.

The City of Milwaukie's riverfront has recently seen some improvements to Riverfront Park and City partnership opportunities on possible development sites, showing the City's commitment to community quality of life.

The City of Lake Oswego's riverfront is anchored by Foothills Park, which was completed in 2006. In 2012, the City completed a framework plan for the surrounding 107-acre industrial district with a private developer. However, the development stalled and there has not been redevelopment in the area. This area remains a river-oriented opportunity area for the City.

LESSONS ON ECONOMIC DEVELOPMENT NEAR OTHER LOCKS

Ballard Locks (Seattle, WA). The Ballard Locks, operated by the U.S. Army Corps, are a popular tourist attraction in Seattle, attracting over 1 million visitors each year to see the fish ladder, tour the gardens, and view the facility. This includes 150,000 tourists who book cruises through the Locks annually. The Locks are next to the Burke Gilman Regional Trail, and many nearby residents visit the area for strolling, bicycling, and picnicking. The City's Community Development Plan for the area calls for the area to be maintained as a working waterfront. Many area businesses have taken on Locks-related names, including the Lockspot Cafe and the Lockhaven Marina.²⁶

Fox River Locks (Appleton, WI). The nonprofit-operated Fox River Lock System consists of 17 locks over 39 miles from Lake Michigan to Lake Winnebago, and is one of the only fully restored, hand operated locks systems in the United States. In 2017, over 18,000 boats went through the locks, even though the locks are not fully navigable due to invasive species issues. A 2017 Economic Impact Study looked at the potential economic benefits of different operating scenarios, highlighting the impact of lock users docking and accessing local services. One of the scenarios also includes the addition of a visitor center as part of a mixed-use development in downtown Appleton. This facility would serve as a major attraction for downtown Appleton, and connect with multi-use paths and river-related development activity already occurring in Appleton, including a hotel and a taphouse.²⁷



A tour group at the Ballard Locks. *Courtesy of Wikimedia Commons, MB298*

CULTURAL AND HISTORIC BENEFITS

Key Takeaways: Cultural and historic benefits are unquantifiable in monetary terms, but are clearly revealed by past and current actions to protect the Locks for current and future generations. These benefits are unquestionably important to a wide range of people, and are certain to materialize under the public ownership scenario.

Our assessment of the cultural and historic benefits of the Locks addresses the effects that reopening the Locks would have for the people who have lived with Willamette Falls since time immemorial, and for all people—current and future generations—who wish to understand and experience an important era in Oregon history. These benefits are summarized in Table 6. We address all of these benefits qualitatively, and they vary by scenario. Under the baseline scenario, none of these benefits would materialize. Under the public ownership scenario, all would materialize regardless of operating schedule. Under the private ownership scenario, assuming no special access arrangements are made, the only benefit that would materialize is historic preservation. However, by preserving the Locks in working order, the private ownership scenario would hold open the option that additional benefits could be realized if private ownership transitioned to public ownership at some point in the future.

Table 6. Summary of Cultural and Historic Benefits

Impact Category	Potential Benefits
Tribal Connection to History and Place	<ul style="list-style-type: none"> Access to Locks and grounds provides connection to a place the Tribes have inhabited since time immemorial. Tribal members participated in Locks construction, provides connection to that history
Tribal Access to Ecological Resources	<ul style="list-style-type: none"> Operational Locks may provide easier access to some food and fiber resources traditionally used by Tribes.
Tribal Treaty Rights to Portage	<ul style="list-style-type: none"> Operational Locks with guaranteed public access would preserve treaty right to access route around Falls Uncertainty of the ability to preserve this right increases with transfer from the Corps, uncertainty varies by scenario
Spiritual Connection with River	<ul style="list-style-type: none"> Locks provide a route around the Falls that most closely mimics traditional portage routes Approach to the Falls and departure below the Falls is closely maintained with Locks
Historical Interpretation and Experience	<ul style="list-style-type: none"> Locks provide a unique experience to connect people directly with the history of the area Locks attract a wider variety of people than otherwise may visit historic sites, broadening potentially exposed audience Locks serve as a focal point where many aspects of Oregon’s history intersect, potentially broadening people’s understanding of the breadth of this history
Historic Preservation	<ul style="list-style-type: none"> Protects a recognized national landmark, with local, regional, and national importance

BENEFITS TO NATIVE PEOPLES

It is difficult to overstate the importance of Willamette Falls and its surroundings as a place that holds meaning for the region’s Native American people. Tribal history in the area goes back at least 14,000 years. Tribal ethnographic information, such as creation stories and oral traditions, potentially points to an even earlier presence at Willamette Falls; the phrase *from*

time immemorial is commonly used to describe Native American presence in the area.²⁸ The Falls served as an important place for collecting food and fiber, a place of spirit and ceremony, and as such, was a regional gathering place for people from across the Columbia Basin and beyond. Members of the region’s Tribes still come to Willamette Falls to fish, collect resources, and conduct ceremonies.



Tribal members passing through the Canal during 2010 Lock Fest. *Courtesy of Willamette Falls Heritage Foundation.*

Tribal members still use canoes for trips down the Willamette River, for a variety of ceremonial and practical purposes. Traditionally, this trip would pause at what is now Canemah upstream of the Falls where the portage route began. Upstream canoes would be traded for downstream canoes here, or the people living on the banks of the river would provide portage services in exchange for other goods or services. When the Locks construction began,

amid rapid industrial development of both sides of the river over several decades, Native people from the Grand Ronde Reservation and elsewhere were hired to help dig. Once the Locks opened, members of the various Tribes in the region used them instead of portaging around the Falls, which had become difficult or impossible with development and enforcement of (relatively) newly acquired property rights.

Focusing on the feature of the Locks itself (apart from the Falls and the rich cultural landscape surrounding it) is difficult and complicates the story because the Locks undoubtedly contributed to both the development and destruction of many cultural resources in the area. The Locks also potentially mitigated some of the destruction by providing access around the Falls. One important aspect of this mitigation is guaranteed access to the banks of the Willamette River for portage around the Falls, as promised in the treaty between the United States and the Confederated Tribes of the Grand Ronde. Reopening the Locks would reestablish this linkage and allow the Tribe to resume its use of the River in a way that at least resembles its traditional use of the river. This benefit only materializes under the public ownership scenario.

Another important aspect of this mitigation is the way the Locks mimics the experience of the portage at Canemah. Traditionally, boaters were able to paddle almost to the Falls, take out above, and resume their journey just below the Falls. With the Locks closed, the closest portage takeout above the Falls is at Willamette Park in West Linn, and the closest put-in commonly used by paddlers is downstream, beyond the

view of the Falls, at Oregon City's Sportcraft Boat Ramp or the dock at Jon Storm Park in Oregon City (see Exhibit 2 on page 18). The relatively new West Linn Fishing Dock, just upstream of the Arch Bridge and downstream of Lock Gate 1, may provide a closer put-in, though this was not mentioned by the paddlers we talked to. This disconnection from the Falls diminishes the experience of place and the cultural and spiritual significance of the journey. The Locks themselves do not enhance or diminish the availability of the ecological resources important to maintaining the cultural traditions of native people. They do, however, enhance access to the area, and in doing so, may reduce the costs associated with collecting resources.

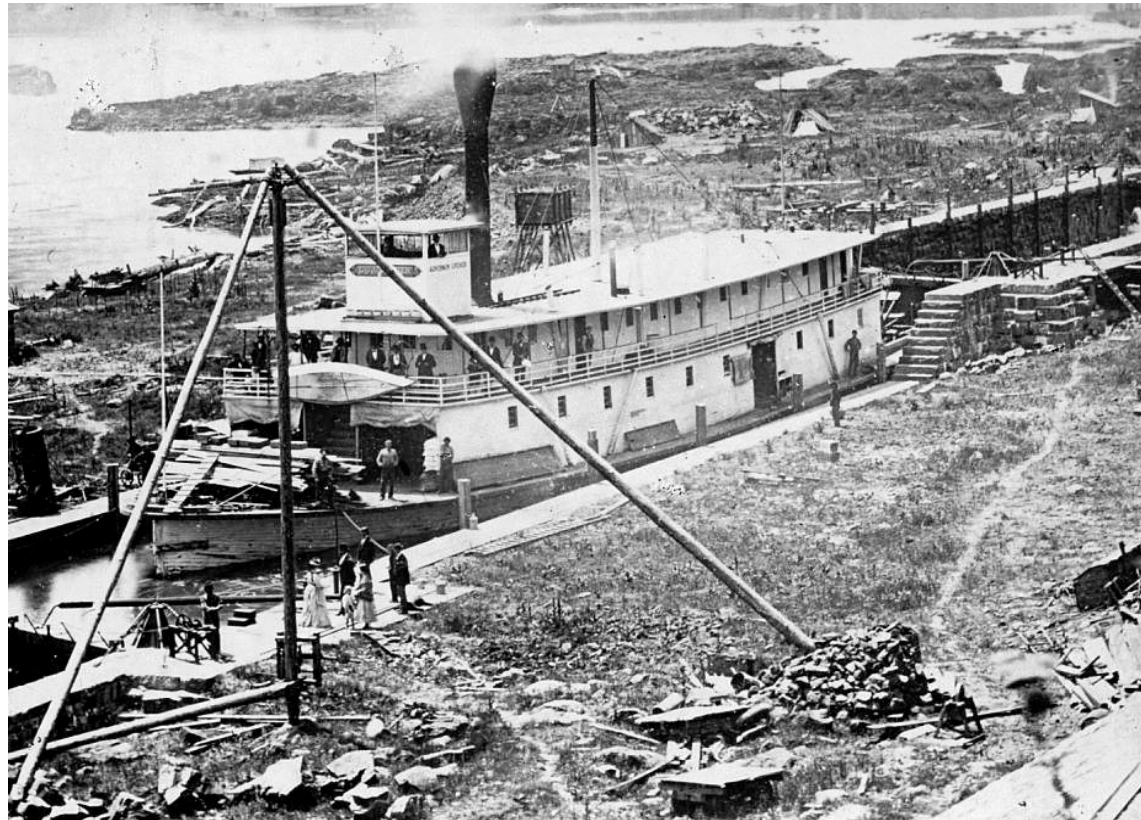
BENEFITS ASSOCIATED WITH PROTECTION AND TRANSMISSION OF HISTORY

Reopening the Locks would guarantee its continued existence for the foreseeable future and fulfill the protection goals implicit in its recognition by multiple authorities. In 1974, the Locks were listed on the National Register of Historic Places²⁹ and in 1991, they were designated a State Historic Civil Engineering Landmark by the American Society of Civil Engineers.³⁰ In 2012, the National Trust for Historic Preservation named the Locks as one of their first National Treasures, a portfolio of irreplaceable, threatened places of national significance that receive long-term organizational investments to protect.³¹ The recognition that the Locks provide an important resource for connecting people with history is not new: in 1944, Congress formally recognized

the Locks' value as a historical and recreational asset, and authorized the Corps to provide a public park and recreational facilities at the Locks, opportunities to visit the Locks and the historic information center, and to safely use the recreational features on the premises (Section 4 of the Flood Control Act of December 22, 1944).³²

The Locks are an important feature in several efforts to protect and interpret the region's history, including the recently established Willamette Falls State Heritage Area and the proposed National Heritage Area of the same name. As a feature in a broader landscape made up of many historical landmarks, the loss of the Locks would not eliminate the argument for protecting and interpreting the region, but it would diminish its value. The Locks represent one of the most interesting pieces of "working history," in the region. A functioning Locks would draw an audience that may not otherwise participate in "historical tourism" and give them a reason to connect with the region's past.

In the context of future development plans for the industrial sites on both sides of the Falls, the Locks' ability to speak for the past through continued operation becomes even more important. Development could occur—and may even be able to occur more cheaply—without the complication of the Locks. But apart from some abstract historic character in the redeveloped buildings themselves, the Locks would be the primary feature anchoring potential new hotels and restaurants to the area's historical identity.



The sternwheeler Governor Grover, in the locks at Oregon City, March 1873. Salem Public Library, Ben Maxwell Collection.

RESILIENCY BENEFITS

Key Takeaways: During the short- and long-term recovery phases in the aftermath of the Cascadia subduction zone earthquake, the Locks could provide critical transportation services long before the region's bridges and roadways return to functionality. These services include moving reconstruction materials, food, and fuel; reconnecting family members separated at the time of the earthquake; and, transporting volunteers and other recovery workers to damaged areas.

As described in the Oregon Resiliency Plan,³³ the Cascadia subduction zone earthquake will cause significant damage and disruption to the Willamette Valley's transportation system. These effects will make more difficult the tasks of responding to the quake and moving supplies and people to and from quake-damaged areas. The negative transportation impacts will also have considerable negative consequences for the state's economy. Most of Oregon's bridges and roads were constructed under building codes that did not take the Cascadia quake into account. As a result, many of the bridges in the Portland area will likely suffer serious damage while quake-triggered landslides will damage and close many roads, making them impassable.

Ship and barge movement on the Willamette River could provide critical transportation services in the aftermath of the Cascadia quake. A reopened Locks would allow water traffic between the upper and lower sections

of the Willamette River. The Oregon Resiliency Plan notes that because of the likely sediment migration into shipping channels after the quake, that shallow draft barges of the type that move along the lower Willamette River—and are designed to fit in the Locks—may be the only viable option for moving materials along the river.³⁴ Experiences from other natural disasters support this conclusion. For example, barges were used to move supplies and clear debris in the aftermath of Superstorm Sandy in the New York City area.³⁵

The general consensus among the resiliency experts that we interviewed is that the Locks could provide important transportation benefits in the aftermath of the Cascadia subduction zone earthquake. These experts distinguish between the response period immediately after the earthquake hits, and the short- and long-term recovery phases that follow. There is some uncertainty regarding the operational capability of the Locks immediately after the earthquake. These uncertainties have to do with factors such as the resiliency of electrical supplies to the Locks, the ability of staff to reach the Locks, debris in the vicinity of the Locks that prevents their operations, and downed bridges and other large debris that inhibits movement along the river. Our analysis assumes that before ownership transfer to another entity, that the Locks will have been seismically upgraded so that they function in the aftermath of the Cascadia earthquake.

It is during the short- and long-term recovery phases that the experts see the Locks providing significant transportation benefits. Experts

anticipate that the Locks could be an integral component to the Willamette River providing much needed transportation services long before the region's bridges and roadways return to functionality. These transportation services include moving reconstruction materials, food, and fuel, reconnecting family members separated at the time of the earthquake, and transporting volunteers and other recovery workers to damaged areas.

COSTS OF OPERATING THE LOCKS

Key Takeaway: We estimate that the annual costs of operating the Locks under the highest operating cost scenario are generally in line with the costs of operating other transportation assets in the region, e.g., ferries.

Our assessment of costs includes the costs of implementing our three scenarios of Locks operations as well as the estimated annual operations and maintenance (O&M) costs. We report the estimated costs of implementing each Locks scenario based on the Corps' analysis of disposition alternatives as described in their Draft Disposition Study.³⁶ We estimate scenario O&M costs based on reports of the Corps' O&M costs during the last years of Locks operations, interviews with key informants knowledgeable about Locks operations, and on additional publically available data and information. We calculate high and low estimates of O&M costs. The high estimate assumes the Locks operate seven days per week and 52 weeks per year. Our low estimate assumes the Locks operate six months at four days per week and six months at two days per week. Our high estimate likely overstates the true cost of operating the Locks, which would most likely run fewer than seven days per week. We base our low estimate on a more realistic schedule, especially during the first few years of operations. We report our cost results in Table 7.

Table 7: Installation and O&M Costs by Locks Operating Scenario over 30 Years (2017 dollars)

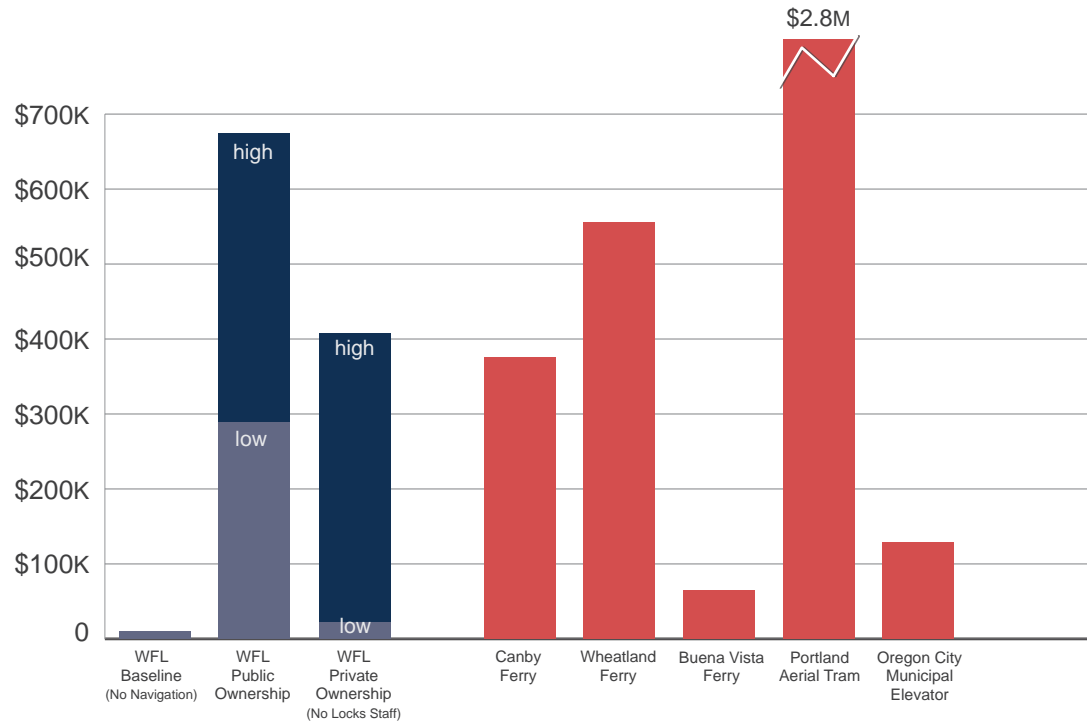
Locks Operating Scenario	Installation Costs	O&M		Total Cost	
		Low Estimate	High Estimate	Low Estimate	High Estimate
Baseline (No Navigation)	\$2.5 million	\$2.0 million	\$200,000	\$2.7 million	\$2.7 million
Public Ownership	\$5.7 million	\$5.7 million	\$13.2 million	\$11.3 million	\$18.9 million
Private Ownership	\$5.7 million	\$400,000	\$8.0 million	\$6.1 million	\$13.7 million

Source: ECONorthwest

- The Baseline scenario with no navigational use of the Locks has the lowest total combined installation and O&M costs over 30 years of approximately \$2.7 million (in 2017 dollars). Not included in this total are potential unquantified costs related to additional environmental study of the consequences of decommissioning the Locks and potential litigation costs, which likely would drive up the costs of this scenario if the Corps pursues it.
- The Public Ownership scenario has the highest combined cost of approximately \$11 to \$19 million over 30 years (in 2017 dollars).
- The Private Ownership scenario with no designated Locks staff—meaning that barge operators also operate the Locks—has a lower cost due to savings on labor expenses of approximately \$6 to \$14 million over 30 years (in 2017 dollars).

We note that the implementation costs listed in the Corps' disposition study likely overestimate the costs of completing these projects if private contractors did the work. For example, the Corps projects must comply with additional safety and other construction-related regulations that do not apply to private contractors. Complying with these regulations increases the Corps' estimated costs relative to the cost if private contractors completed the work.

Figure 7. Annual O&M Costs by Portland Area Transportation Infrastructure (2017 dollars).



For insight into the relative magnitudes of the annual O&M costs for Locks operations, we compare one year’s O&M costs by operating scenario with O&M costs for other public transportation infrastructure in the Portland area. These include three ferries that cross the Willamette River, the Portland aerial tram, and the Oregon City municipal elevator. See Figure 7. We estimate that the annual costs of operating the Locks under the highest cost scenario (public ownership, seven days per week and 52 weeks per year) for one year are generally in line with the costs of operating other transportation assets in the region, e.g., ferries. We expect that, at least initially, the Locks will operate fewer days per week, and the actual costs of operating the locks will be lower than our high estimate.

ENDNOTES

¹Lewis, Alan. No Date. *Conquering the Falls, the Willamette Falls Locks*. Willamette Falls Heritage Foundation. <https://www.willamettefalls.org/history-of-the-Locks>; Willamette River Initiative. Willamette Falls. <http://willametteinitiative.org/river-stories/river-places/13442>.

²Kramer, George. 2002. *Willamette Falls Industrial Area: Request for Determination of Eligibility*. Portland General Electric and the Blue Heron Paper Company, in cooperation with the West Linn Paper Company. May.

³Oregon Solutions. *Willamette Falls Locks*. <http://orsolutions.org/wp-content/uploads/2015/12/05-Locksocks-TIMELINE-History.pdf>; U.S. Army Corps of Engineers. 2011. Corps Changes Status of Willamette Falls Locks. Portland District. News Release. Release Number 11-076. December 1. http://www.nwp.usace.army.mil/Portals/24/docs/locations/willamette/Locks_News_release_11-076.pdf. We understand that the Corps changed the Locks status from “operational” to “caretaker” sometime prior to 2011. This change reduced funding, operations, and number of lockages, and effectively began the process of shutting down the Locks.

⁴U.S. Army Corps of Engineers. 2017. *Willamette Falls Locks Willamette River Oregon Section 216 Preliminary Draft Disposition Study With Integrated Environmental Assessment*. Portland District. <http://www.nwp.usace.army.mil/willamette/Locks/>.

⁵U.S. Army Corps of Engineers. 2017. *Willamette Falls Locks Willamette River Oregon Section 216 Preliminary Draft Disposition Study With*

Integrated Environmental Assessment. Portland District. <http://www.nwp.usace.army.mil/willamette/Locks/>.

⁶National Trust for Historic Preservation. <https://savingplaces.org/places/willamette-falls-navigation-canal-and-Locks/updates#WgjistbA-dPU>; Historic Preservation League of Oregon. <http://westlinnoregon.gov/planning/oregon%25E2%2580%2599s-most-endangered-places-list-announced-historic-preservation-league-oregon>.

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⁸Willamette Falls Locks Working Group, 2015.

⁹Oregon Solutions. *Willamette Falls Locks Task Force*. <http://orsolutions.org/osproject/willamette-falls-Locks-task-force>.

¹⁰Oregon Senate Committee on Business and Transportation. 2017. SB 256 *Staff Measure Summary*. 79th Oregon Legislative Assembly — 2017 Regular Session.

¹¹Key informant interviews with: Joe Bernert, Dave McCully, B. Starr McMullen, Bob Melbo, and Phil Potter; National Research Council. Committee on Reinvesting in Inland Waterways. 2015. *Funding and Managing the U.S. Inland Waterways System: What Policy Makers Need to Know*. Transportation Research Board. The National Academies of Sciences, Engineering, Medicine.

¹²Interviews with Joe Bernert, Wilsonville Concrete Products, and Dave McCully, CalPortland Company; BST Associates.

¹³For more information on the economic values of reduced emissions of greenhouse gases and air pollutants see, The Social Cost of Carbon, http://19january2017snapshot.epa.gov/climatechange/social-cost-carbon_.html.

¹⁴WFL Historical Timeline.

¹⁵Oregon Parks and Recreation Department. No Date. Statewide Comprehensive Outdoor Recreation Plan, 2013-2017. Retrieved November 16, 2017, from http://www.oregon.gov/oprd/PLANS/docs/scorp/2013-2018_SCORP/2013-2017_Oregon_SCORP.pdf

¹⁶Personal Communication with Sam Drevo, eNRG Kayaking.

¹⁷Oregon Parks and Recreation Department. No Date.

¹⁸Oregon State Marine Board, Number of Registered Boats by County, 2000-2013

¹⁹http://www.boonesferrymarina.com/portland_oregon_boat_storage.htm#inwater

²⁰<http://weeastexpeditions.com/the-rivers/the-willamette-river/>

²¹Please see Appendix E for more information on the interviews conducted for this analysis and complete findings.

²²Center for Economic Development Education and Research. *The Willamette Falls Locks: A Case Study Analysis of Potential Transfer Issues*. October 2008. <http://www.pnwa.net/wp-content/uploads/2014/05/The-Willamette-Falls-Locks-FINAL-REPORT.pdf>

ENDNOTES

- ²³<http://westlinnoregon.gov/waterfront/west-linns-waterfront-project>
- ²⁶<http://www.ci.wilsonville.or.us/DocumentCenter/View/553>
- ²⁴City of Wilsonville Comprehensive Plan, 2005.
- ²⁹McDowell Group. Economic Impacts of the Ballard Locks, 2017. <http://www.mcdowellgroup.net/wp-content/uploads/2017/06/ballard-locks-economic-impacts.pdf>
- ²⁵Fuller, David. The Economic Impact of the Fox Locks, 2017. <http://foxlocks.saturn.stellarbluetechnologies.com/wp-content/uploads/2017/10/EIS-fox-locks-10.18.17.pdf>
- ²⁶Personal communication with David Harrelson, Confederated Tribes of the Grand Ronde; See also Malee, P. 2016. "Since Time Immemorial." *West Linn Tidings*. April 21. Retrieved December 6, 2017, from <http://portlandtribune.com/wlt/95-news/302942-180478-since-time-immemorial>
- ²⁷U.S. Army Corps of Engineers. No Date. *Willamette Falls Locks*. <http://www.nwp.usace.army.mil/willamette/locks/>.
- ²⁸Lewis, A. 2004. "The Willamette Falls Canal," *Bulletin of the American Canal Society*. Vol. 33, No. 2, Spring. PP 1-4.
- ²⁹National Trust for Historic Preservation. 2017. *Comment letter to the Corps' disposition study*. Retrieved December 14, 2017, from <https://nthp-savingplaces.s3.amazonaws.com/2017/11/30/11/38/41/373/NTHP%20Comments%20on%20WFL%20Draft%20Disposition%20Study%20July%207%202017.pdf>
- ³⁰National Trust for Historic Preservation. 2017.
- ³¹Oregon Seismic Safety Policy Advisory Commission (OSSPAC). 2013. *The Oregon Resilience Plan: Reducing Risk and Improving Recovery for the Next Cascadia Earthquake and Tsunami*. Report to the 77th Legislative Assembly. February. http://www.oregon.gov/oem/Documents/Oregon_Resilience_Plan_Final.pdf.
- ³²OSSPAC, 2013.
- ³⁸Libton, E. and K. Semple. 2012. "At Landfill, Storm Cleanup Is Military-Style Effort," *The New York Times*. November 12. <http://www.nytimes.com/2012/11/17/nyregion/cleanup-from-hurricane-sandy-is-military-style-operation.html>.
- ³³U.S. Army Corps of Engineers. 2017. *Willamette Falls Locks Willamette River Oregon Section 216 Preliminary Draft Disposition Study With Integrated Environmental Assessment*. May 23. <http://www.nwp.usace.army.mil/Portals/24/docs/environment/Locks%20Disposition%20Study%20and%20EA/Draft%20Locks%20Integrated%20Disposition%20Study%20and%20EA.pdf?ver=2017-05-23-150632-163>.

APPENDIX

SUPPLEMENTARY MAPS

Exhibit A.I. Regional Context for WFL Benefits Analysis (Overview)

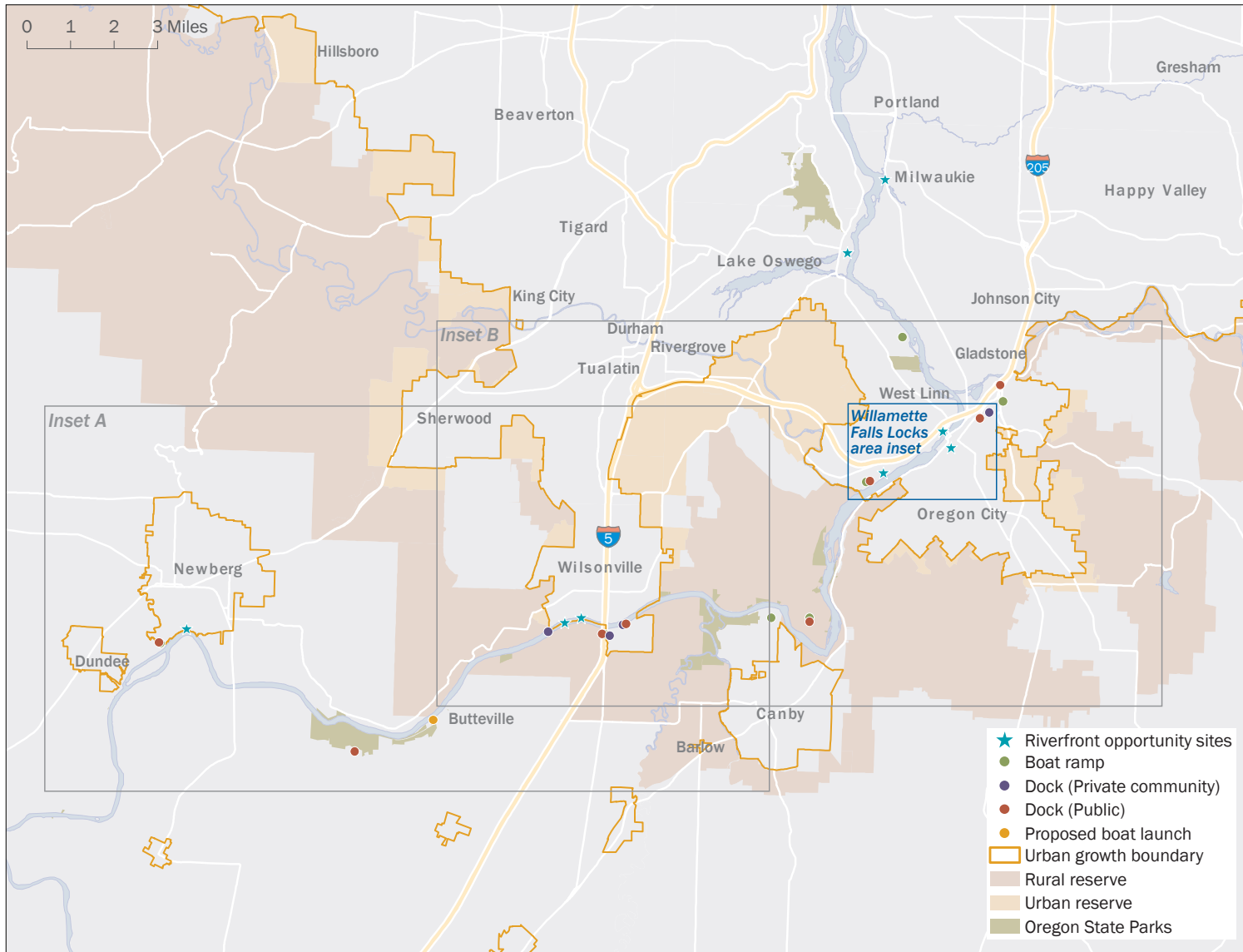


Exhibit A.2. Regional Context for WFL Benefits Analysis (Newberg to Wilsonville Detail)

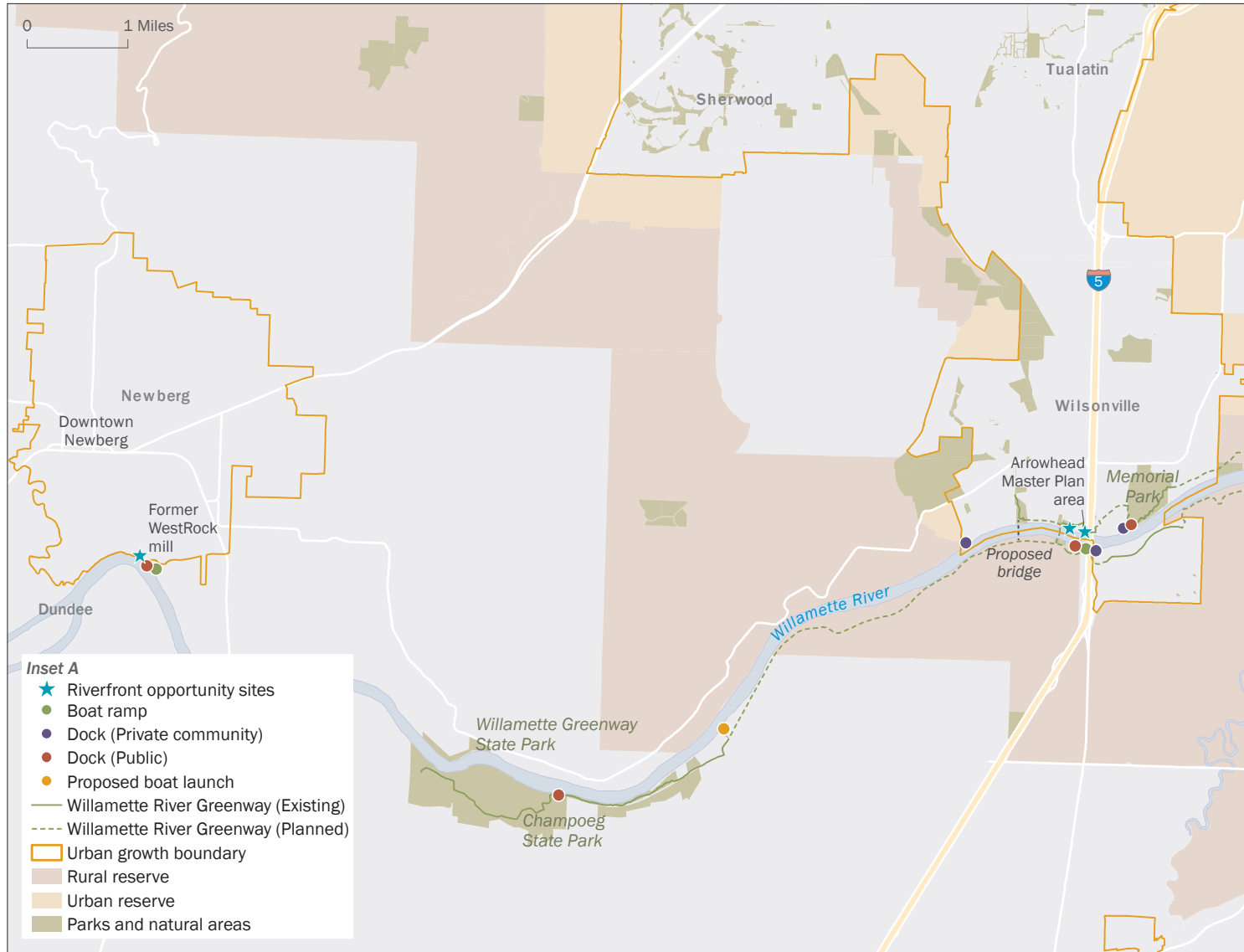
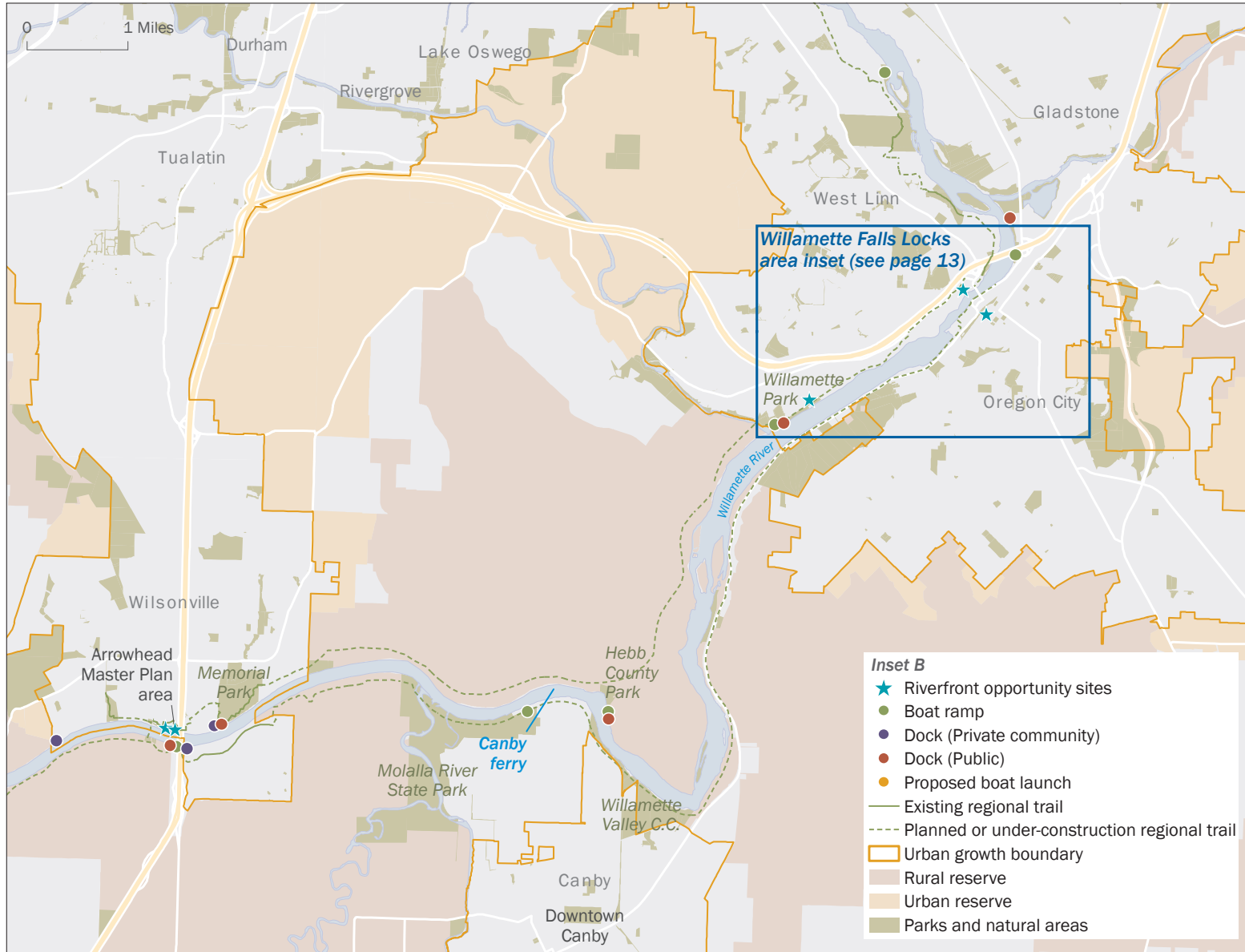


Exhibit A.3. Regional Context for WFL Benefits Analysis (Wilsonville to Oregon City Detail)



Inset map shown in detail on following page.

Exhibit A.4. Key Features in the Local Area Surrounding the Locks





CITY HALL 22500 Salamo Rd, West Linn, OR 97068

Telephone: (503) 657-0331

Fax: (503) 650-9041

CITY OF
West Linn

Mayor Tim Knapp
 City of Wilsonville
 29799 SW Town Center Loop
 Wilsonville, OR 97070

October 23, 2017

Dear Mayor Knapp,

I am writing to seek Wilsonville's financial support for the next two years for the effort to repair and reopen the Willamette Falls Locks. We have accomplished quite a bit in the past few years, mostly with volunteer support, but with negotiations and a federal process with the US Army Corps of Engineers (USACE) on the horizon, more needs to be done, including the hiring of staff, legal support, and technical consultants. We hope that all interested parties, including the City of Wilsonville, will support this work.

As you know, the Willamette Falls Locks have been closed to all river traffic since 2011. The Willamette Falls Locks Working Group – a coalition of governments, businesses, nonprofit organizations and individuals – has been working since then to ensure the Willamette River remains one river for navigational purposes, linking the headwaters south of Eugene to the Columbia River in Portland.

The USACE, which owns the Locks, is now proceeding on an expedited schedule towards a decision on the future of the Locks. On May 23, the USACE released a draft disposition study and plan that proposes to either close the Locks permanently with concrete or identify an entity that will accept ownership of the Locks with minimal repairs. The plan shows little regard for Oregon's statewide and local community interests and support. Recently, the Working Group and many other stakeholders provided comments on the USACE draft study, but we will have to move quickly and diligently to ensure that our interests are addressed in the final plan and its execution.

Earlier this year, the Oregon legislature unanimously passed Senate Bill 256 to support the Locks repair and transfer process. SB 256 created a permanent Willamette Falls Locks Commission as the policy-making and advisory body for issues relating to the Locks, but funding for the effort was trimmed considerably in the end. The Locks Commission will include many individuals from the current Working Group along with other stakeholders and select House and Senate members. The Governor will appoint most members of the Commission later this year, including representatives from Wilsonville, West Linn and Oregon City to represent cities along the river.

The Working Group has developed a work plan and a two-year budget that we believe to be the minimum necessary to accomplish our goals within the USACE timeline based on current understanding. Because funding from the 2017 Oregon Legislature was limited, funds from local and regional partners such as Wilsonville are more important than ever.

As shown in the attached budget, two-year costs are estimated at \$864,116 including:

- Technical engineering and economic studies to understand the immediate and long-term infrastructure needs of the Locks and the potential benefits of keeping them open;
- Public outreach and engagement;
- State and Federal advocacy;
- Materials and supplies; and
- 1.1 FTE staff (overseen by Clackamas County) to manage the work.

Many partners have already committed funds for this effort, including:

- \$400,000 from the State of Oregon through a 2016-2017 appropriation;
- \$104,510 from businesses, economic development interests, river users and Clackamas County tourism;
- \$120,000 from Clackamas County; and
- \$120,000 from Metro.

This leaves \$120,000 that was allocated for funding from the principal interested cities up and down the nearby river corridor area.

As Co-Chair of the Working Group, I am requesting your direct financial support for our cities' share of the estimated costs. West Linn, home of the Locks, will be providing \$15,000 per year in addition to a significant commitment of staff time. Our proposal is for Wilsonville to contribute \$7,000 each year in 2017-2018 and 2018-2019. A full list of proposed city shares is attached for your information.

If it would help, I would be pleased to discuss this with you at any time or attend an upcoming Wilsonville City Council meeting or work session to discuss this project and its importance and address any comments or questions you may have.

You can reach me directly at raxelrod@westlinnoregon.gov / (503) 312-8464 or your staff can contact John Williams, West Linn's Community Development Director, at jwilliams@westlinnoregon.gov / (503) 742-6063.

I very much appreciate your support and interest in seeing the Locks repaired and our river corridor reopened, and I look forward to hearing from you.

Sincerely,

Russell B. Axelrod
Mayor,
City of West Linn

Attachments:

Willamette Falls Locks Commission draft budget for 2017-2018
Proposal for city cost sharing

October 2017

Willamette Falls Locks Commission

Proposed cost sharing plan for Willamette River cities' share of work – 2017 and 2018

GOAL = \$60,000 per year

City	Annual Contribution	Population
Portland	\$15,000	632,309
Milwaukie	\$2,500	20,830
Lake Oswego	\$6,000	38,496
Gladstone	\$2,500	11,986
Oregon City*	\$7,000	35,831
West Linn*	\$15,000	26,593
Canby	\$2,500	17,271
Wilsonville*	\$7,000	22,729
Newberg	\$2,500	22,780
	<hr/> \$60,000	

* Cities with seat on Willamette Falls Locks Commission per SB 256



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 7, 2018		Subject: Draft Parks and Recreation Comprehensive Master Plan.	
		Staff Member: Mike McCarty, Parks and Recreation Director	
		Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments:	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Complete the Parks Master Plan	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Council will receive a briefing on the draft Parks and Recreation Comprehensive Master Plan.

EXECUTIVE SUMMARY:

The City of Wilsonville entered into a contract with GreenPlay, LLC on April 7, 2017 to complete a Parks and Recreation Comprehensive Master Plan. The draft plan was presented to the Planning Commission on April 11, 2018. GreenPlay, LLC is scheduled to bring back the final document for adoption by the Planning Commission on May 9, 2018, and to City Council on June 4, 2018.

EXPECTED RESULTS:

Council to provide direction on the Parks and Recreation Comprehensive Master Plan.

TIMELINE:

Final Draft to City Council June 4, 2018.

CURRENT YEAR BUDGET IMPACTS:

The total cost of the contract with GreenPlay, LLC for the Parks and Recreation Comprehensive Master Plan is \$97,249. This contract is part of CIP project #9149.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/4/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/11/2018

It is important to note that this plan does not include Memorial Park, which has its own earlier plan and it also does not include Boone’s Ferry Park, which will also have its own Master Plan, but that Plan has not yet been completed. Thus, the three master plans will need to be read in conjunction with each other to ensure there are no conflicts and adequate resources for all parks, as well as priorities, as determined by Council.

COMMUNITY INVOLVEMENT PROCESS:

The community has provided vital information at two public open houses, as well as numerous stakeholder and small group meetings.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Once completed the Parks and Recreation Comprehensive Master Plan will provide a long-term vision for the City's Parks and Recreation programs.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Draft of Parks and Recreation Comprehensive Master Plan – can be accessed at this link <http://www.ci.wilsonville.or.us/DocumentCenter/View/13116>



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 7, 2018		Subject: Wilsonville Town Center Plan Update	
		Staff Member: Miranda Bateschell, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments:	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Town Center	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff will present information on the public feedback received on the Draft Community Design Concept for the Wilsonville Town Center Plan.

EXECUTIVE SUMMARY:

The Wilsonville Town Center Plan will create a community-driven vision for Town Center and through strategic actions (new projects, policies, programs or partnerships) will guide future development in Town Center that advances the vision. In the first phase of the project, existing conditions, opportunities and constraints were identified, and the community established a vision and set of goals for future Town Center. In the second phase, the public responded to design concepts and visual preference surveys, and priorities from that feedback informed the proposed land use, open space, and connectivity elements in the Draft Community Design Concept for Town Center (Attachment A).

After receiving feedback from the Planning Commission and City Council in December 2017, the project team hosted various outreach activities to receive input from citizens and key stakeholders on the Draft Community Design Concept. Public outreach activities included:

- invited the public to participate in an online survey (late January – early March);
- held the Town Center Open House at City Hall on February 8, 2018;
- partnered with staff at Wood Middle School to host a Town Center Latino Family night (open house) on March 1 for Wilsonville’s Spanish-speaking population;
- partnered with the Wilsonville Chamber of Commerce on a live webinar on January 23 to update local business partners on the concept and respond to their questions;
- met with key property owners, including Regal Cinemas, ROIC, Fry’s, Kaiser, and Clackamas Community College representatives;
- started a semester-long program with Meridian Creek Middle School 7th grade classes, which will get students’ input on the Town Center Plan through multiple class projects;
- held two Focus Group Meetings for Wilsonville residents living in or nearby Town Center;
- attended the Boeckman Creek primary Latino Advisory Committee to provide an update and share information on upcoming events; and
- developed marketing materials for social media, library, business, school, and online distribution, to promote the various public input opportunities.

Overall, there is support for the Draft Concept. At both open houses, the vast majority of comments received supported and confirmed the Community’s Draft Design Concept for Town Center. Survey results found at least 70% of the respondents indicated they agreed with the proposed direction for all the Draft Concept building blocks and their associated elements. The Community Design Concept Survey Results Summary provides more detailed response information (Attachment B).

Comments received through the public outreach activities indicate there are questions and concerns from some members of the public primarily related to the potential for increased traffic, increased parking needs created by adding residential development, rising rents and construction impacts to existing businesses, and losing the small town feel with five-story buildings. Other comments were a mix of suggestions for specific amenities and questions about timing and cost.

The project team is using this input to refine the Community’s Draft Design Concept into a draft Wilsonville Town Center Plan. The team is working with the project’s Task Force to make recommendations on building articulation and design, setbacks and stepbacks, ground level activity and design, street roles, types and cross sections (particularly for the main street), parking, zoning and development code standards.

BACKGROUND:

In 2014, City Council adopted Wilsonville’s Urban Renewal Strategy and Tourism Development Strategy, both of which identified a Town Center Redevelopment Plan as a priority action item. City Council then established starting the Town Center Plan as a 2015-2017 Council Priority Goal. Staff applied for and was granted a Metro Community Planning and Development Grant to complete the Plan. In 2016, Council approved the Inter-Governmental Agreement between Metro and the City of Wilsonville, which outlined the major milestones, deliverables, and funding conditions, setting the framework for the Scope of Work with MIG, Inc.

The project team began work on the project with a Town Center tour in October 2016, and kicked-off the project with the community in February 2017. Public input drove the vision and goals for Town Center, which the City Council and Planning Commission acknowledged in May 2017. Further work with the community resulted in a Draft Community Design Concept, which the City Council and Planning Commission acknowledged in December 2017. Since that time, the project has hosted over a dozen meetings and a survey to garner input from the community on the preferred plan elements in the Design Concept.

EXPECTED RESULTS:

The Project Team will use the community’s input to draft the Wilsonville Town Center Plan.

TIMELINE:

The project team will meet with the Town Center Task Force on June 5, 2018, to discuss and refine a number of the plan elements from the Draft Community Design Concept. These recommendations will be integrated into a draft Wilsonville Town Center Plan, which will be available for review and discussion this summer. Further feedback from the public, Planning Commission, and City Council will shape the final Town Center Plan and implementation strategies for adoption later in 2018.

CURRENT YEAR BUDGET IMPACTS:

The Professional Services Agreement has a budget of \$447,570 funded by the Year 2000 Urban Renewal District and a Metro Community Planning and Development grant of \$320,000, reflected in CIP project #3004 in the adopted budget. . Staff estimates three quarters of the budget will be spent by the end of this fiscal year with the remaining costs to be spent during next budget year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 5/1/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/3/2018

COMMUNITY INVOLVEMENT PROCESS:

There are multiple opportunities to participate in the project outlined in a Public Engagement and Communication Plan for the Town Center Plan, including an advisory task force, community design workshops, focus groups, pop-up neighborhood events and idea centers, and in-person and online surveys. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

As a result of this project, the city anticipates specific actions that will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district that integrates the urban and natural environments, creating an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. These actions will help remove barriers and encourage private investment in the Wilsonville Town Center. Benefits to the community also include identifying tools to maintain and strengthen businesses in the Town Center, improving access to and within the area, and making the Town Center a place where people want to spend time and support businesses.

ALTERNATIVES:

The Council can provide the project team with additional input and direction on refining the draft Community Design Concept into a draft plan for Town Center.

CITY MANAGER COMMENT:

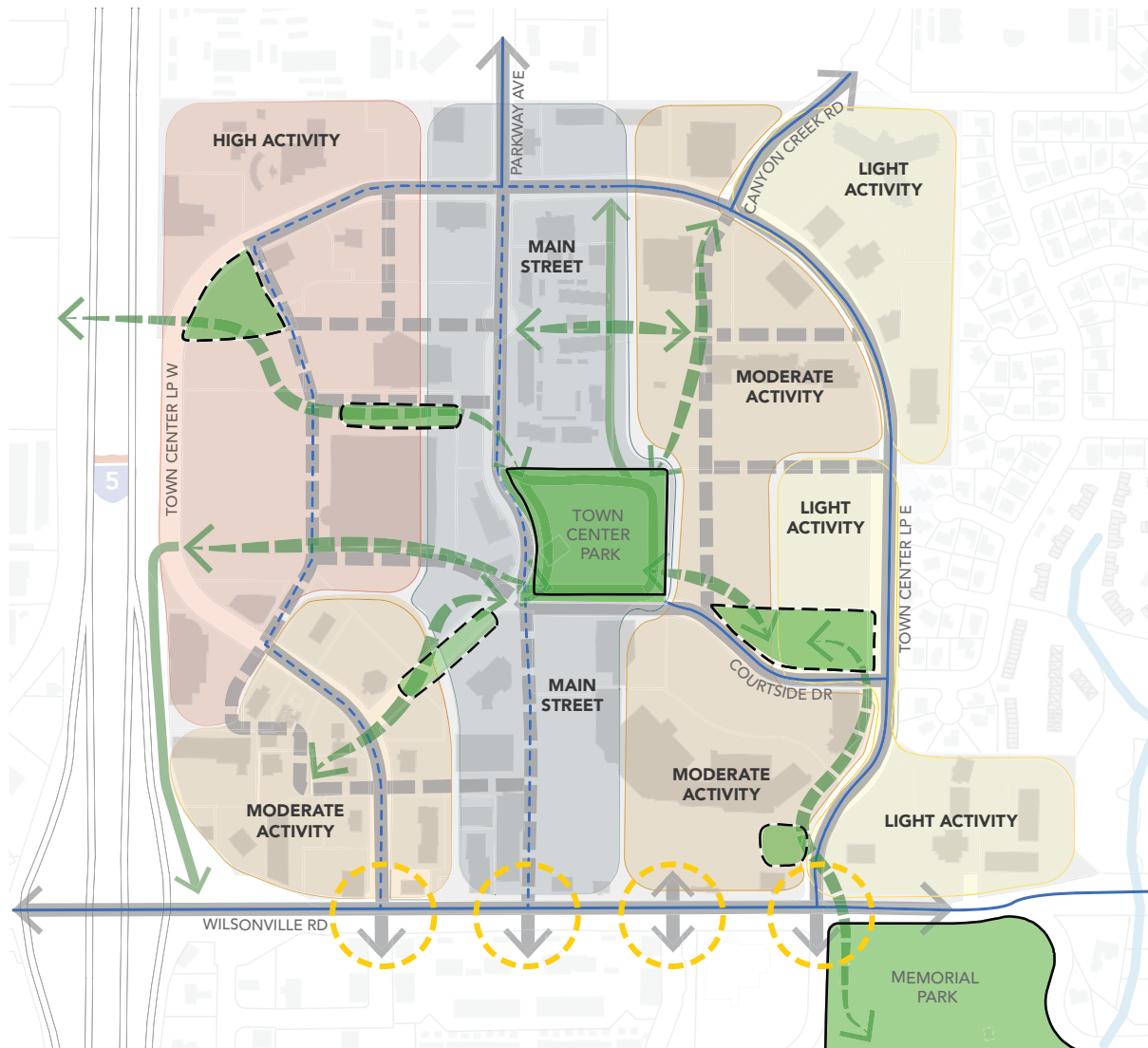
N/A

ATTACHMENTS:

- A. Draft Community Design Concept for Town Center
- B. Community Design Concept Survey Results Summary



TOWN CENTER PLAN OPEN HOUSE // February 8, 2018



LEGEND

- Building Footprint
- Parcel
- Highway
- LAND USE**
- Main Street (mixed use buildings with active ground floor uses, generally 3 to 4 stories)
- High Activity (mix of office, entertainment, hospitality, civic uses, generally 3 to 5 stories)
- Moderate Activity (mix of residential, retail, office, services, generally 2 to 4 stories)
- Light Activity (mix of townhomes, small-scale commercial businesses, generally 2 to 3 stories)
- PARKS AND OPEN SPACE SYSTEM**
- Existing Park
- Proposed Park
- MULTIMODAL STREET NETWORK**
- Existing Street Network
- Proposed Multimodal Street Network
- Existing Bicycle/Pedestrian Trail
- Proposed Bicycle/Pedestrian Trail
- Existing Bicycle Lane
- Proposed Bicycle Lane
- Enhanced Bicycle/Pedestrian Crossing at Intersection



Map created on:
22ND JANUARY, 2018

DRAFT COMMUNITY DESIGN CONCEPT

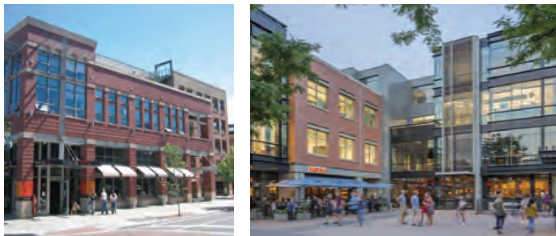


TOWN CENTER PLAN OPEN HOUSE // February 8, 2018

MAIN STREET DISTRICT



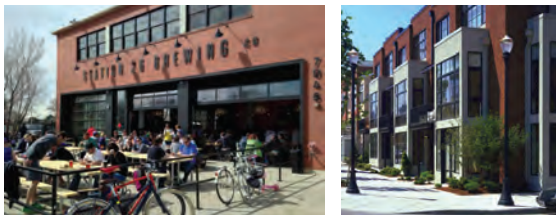
HIGH ACTIVITY ZONE



MODERATE ACTIVITY ZONE



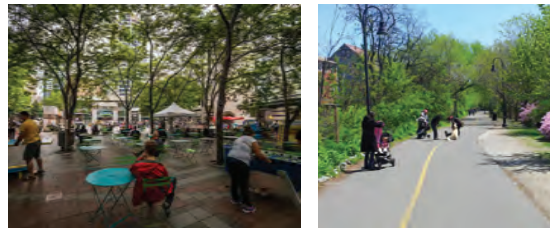
LOW ACTIVITY ZONE



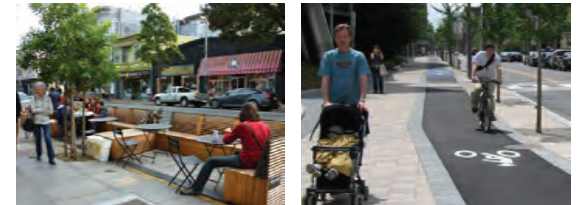
PROPOSED PARK AT FUTURE PED/BIKE BRIDGE LANDING



PROPOSED GREEN LINKS



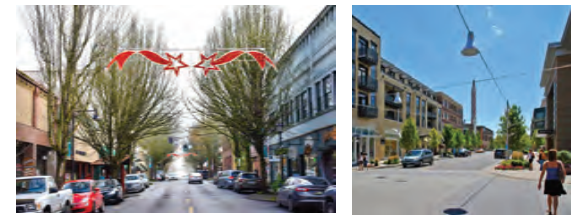
PROPOSED MULTIMODAL STREET NETWORK



ENHANCED BIKE & PEDESTRIAN CROSSINGS



MAIN STREET



LAND USES

PARKS & OPEN SPACES

MULTIMODAL STREETS

TOWN CENTER DESIGN INSPIRATION

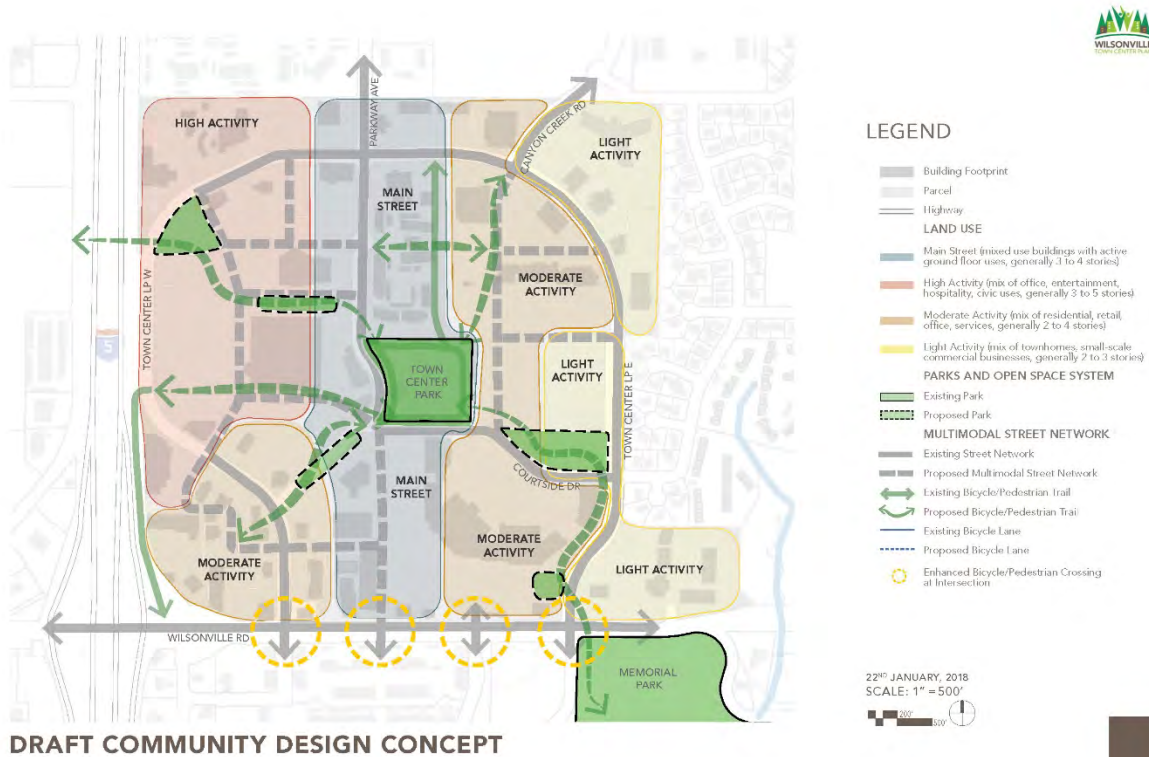


WILSONVILLE TOWN CENTER PLAN

City of Wilsonville Town Center Plan Town Center Community Design Concept Survey Summary April 2018

Introduction

The City of Wilsonville is developing the Town Center Plan (the Plan) to create a cohesive, unified district that enhances existing assets in the area and sets the stage for new development. Over the last year, the Wilsonville Community provided their ideas and feedback about the future of Town Center in a variety of forms and venues (e.g. workshops, meetings, online and in person surveys). Based on the community input and technical analysis, the project team created a Draft Community Design Concept (the Draft Concept) for Town Center.



The Draft Concept captures a long-term vision; it is not proposing any buildings move or change in the near-term. Instead, when a land owner wants to redevelop, the Town Center Plan will guide what that redevelopment should look like and how it can support the community's vision for Town Center.

The project team conducted an online survey focused on the Draft Concept and its various elements. The survey ran from January 24, 2018 – March 7, 2018 and was promoted through the project website, media outreach, social media, and various community events. The survey was structured to solicit input, highlight necessary refinements to the Draft Concept, and make sure it reflects the community's vision for Town Center.¹

The survey included maps and real-world examples illustrating the Draft Concept. The Draft Concept is a composite of three major building blocks of a built environment:

1. Land use
2. Transportation
3. Open/green spaces

Within each building block, there are several key elements. Each key element was displayed on a map and illustrated with sample images that showed examples of the element. Survey participants were asked to indicate if they thought each proposed key element was a good direction for Town Center, selecting from one of three answer choices: 1) I agree; 2) I do not agree; and 3) I am not sure. A follow up question invited survey respondents to explain their answer choice.

Online Design Survey Results

Around 460 people visited the survey website. Out of these 460 people, 206 people completed the questionnaire. The number of people who responded to each question varies. This document summarizes the community's input to the design survey, including each individual question's response rate and results. For all questions, the percentages for answers are calculated based on the total number of respondents who answered that particular question. A summary of the comments received from participants to all open-ended questions can be found in Appendix A.

Overall, there is support for the Draft Concept. At least 70% of the respondents indicated they agreed with the proposed direction for all building blocks and their associated elements (see figures below). More detailed responses, including the number of people who disagreed and were not sure about the building blocks and their associated elements, are included in the following sections of this results summary.

¹ *Vision: Town Center is a vibrant, walkable destination that inspires people to come together and socialize, shop, live, and work. Town Center is the heart of Wilsonville. It is home to active parks, civic spaces, and amenities that provide year-round, compelling experiences. Wilsonville residents and visitors come to Town Center for shopping, dining, culture, and entertainment.*

Figure 1: Respondents who agree with the four proposed land use elements

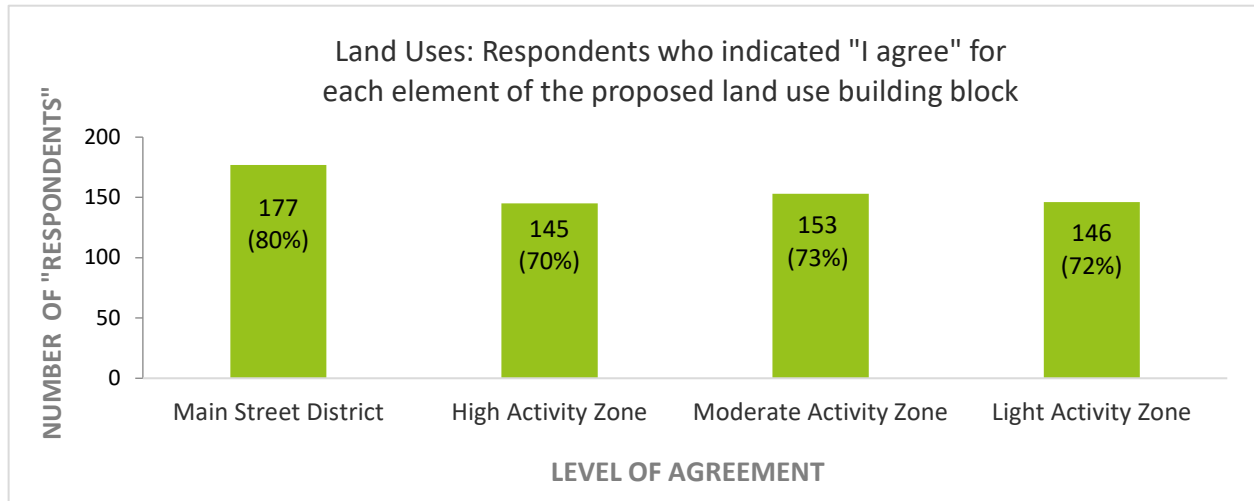


Figure 2: Respondents who agree with the proposed park and open space elements

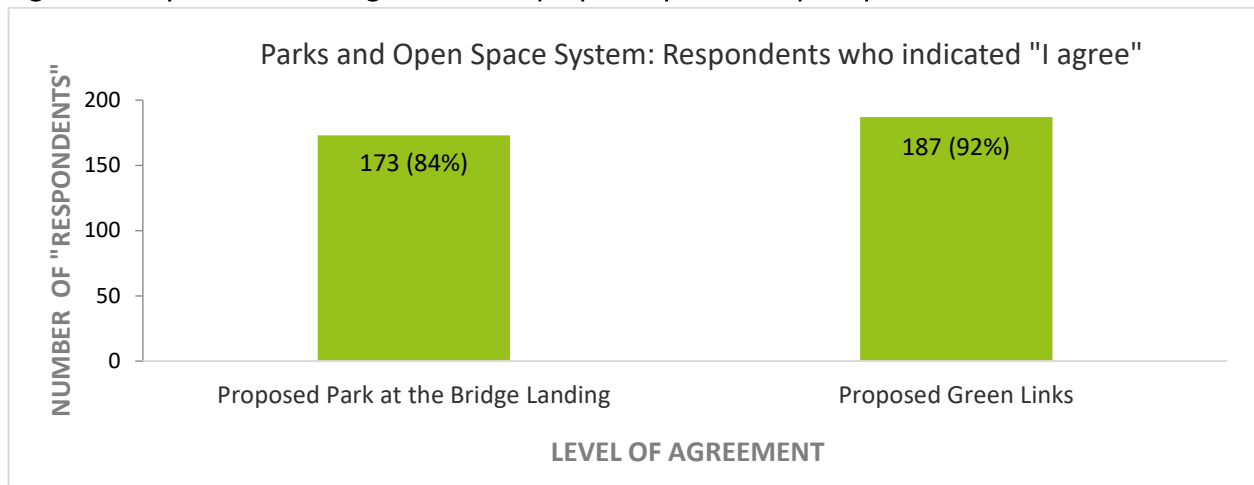
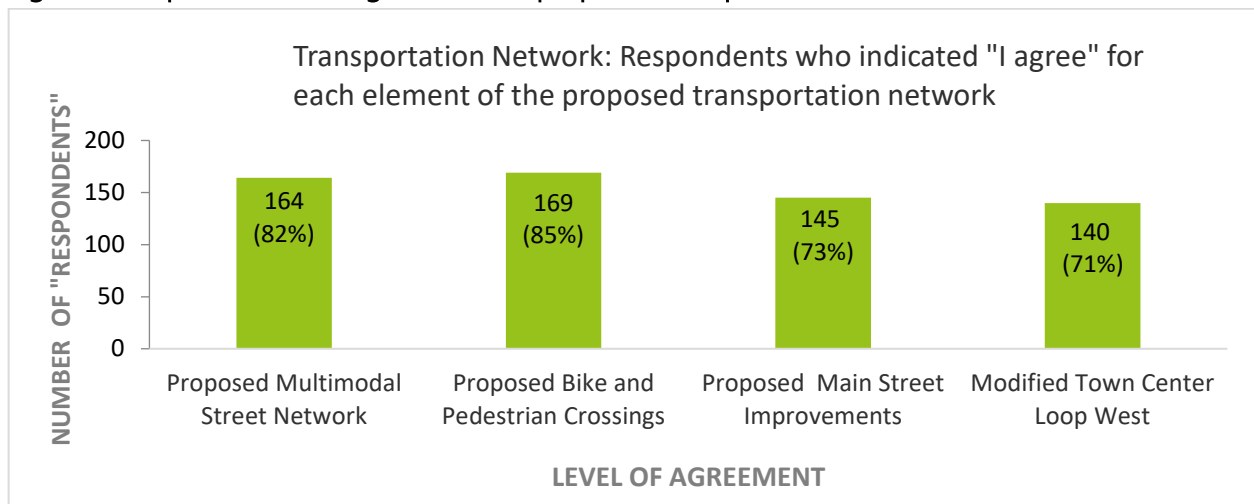


Figure 3: Respondents who agree with the proposed transportation network elements



The results of responses for each of the building block key elements is summarized below. Appendix B is attached with the survey, which includes maps for each of the buildings blocks and precedent images for each of the key elements of those building blocks.

Building Block 1: Land Uses

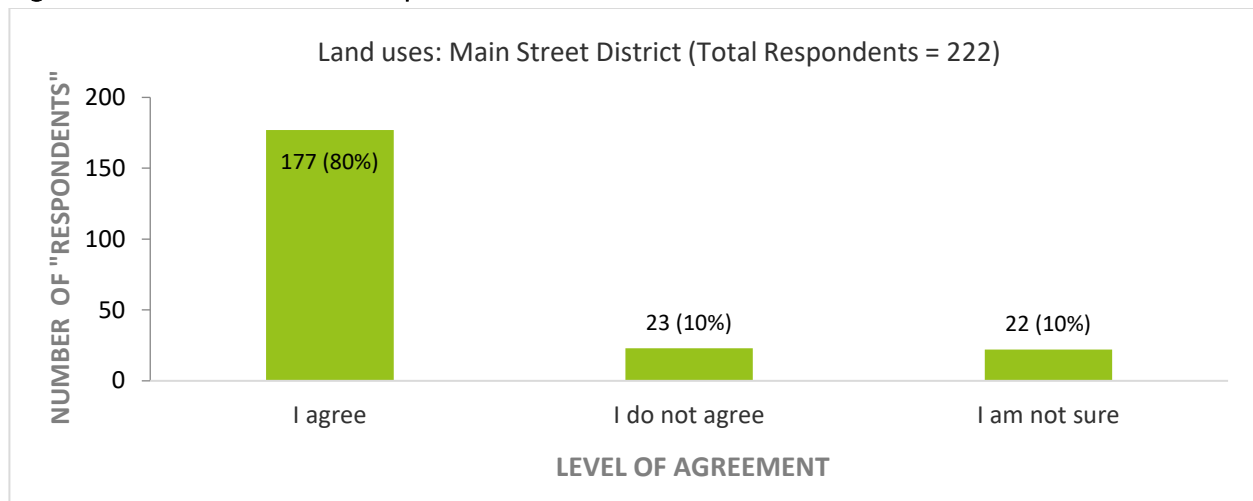
The survey asked participants to respond to four elements of the proposed land use plan:

- Main street
- High activity
- Moderate activity
- Light activity

Main Street District

The survey described the “Main Street” District as a walkable and lively main street with a mix of active uses and mostly 3-4 story buildings. Figure 4 shows the number of respondents who replied, “I agree,” “I do not agree,” or “I am not sure” whether the Main Street Land Use is a good direction for the Town Center. Out of 222 respondents who answered this question, a majority of them agreed with the concept.

Figure 4: Main Street District responses



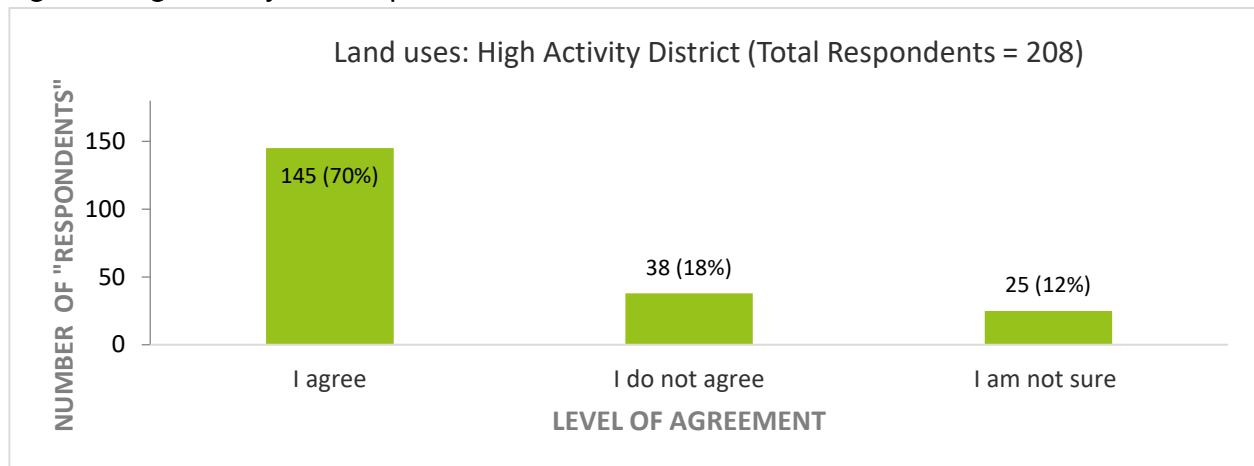
High Activity

The survey described the “High Activity” area as allowing taller buildings (up to 5 stories) along I-5 and near the future pedestrian bridge landing. The taller buildings would improve Town Center’s visibility, help create a sense of place, and support the increased level of activity and economic vibrancy desired by community members in this area, including additional employment opportunities, entertainment, and hospitality services. As proposed, residential uses in this area would be limited and not allowed adjacent to I-5.

Figure 5 shows the number of respondents who replied, “I agree,” “I do not agree,” or “I am not sure” that the High Activity Land Use is a good direction for the Town Center. Out of 208 respondents who answered this question, the majority (145 respondents) of them agreed with the concept for the High Activity area.

Respondents could also provide an explanation (open-ended answer) describing why they chose to agree, disagree or were not sure. Around 100 comments were received. While most respondents supported this concept, with several comments that the taller buildings will act as buffers and provide good locations for additional businesses in Town Center, there were about 20 comments expressing concerns, including increased traffic and the proposed 5-stories being too tall.

Figure 5: High Activity Area responses

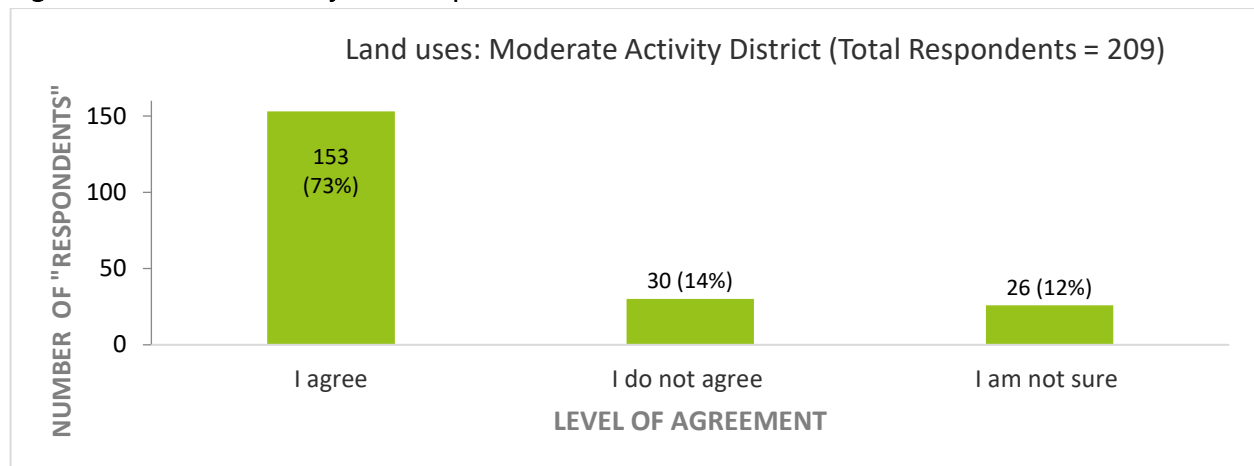


Moderate Activity

The survey described the Moderate Activity areas as mostly 2-4 story buildings with a mix of residential, commercial and office uses. Moderate activity near Wilsonville Road would be commercially focused while the areas near Town Center Park would include more residential and mixed-use buildings.

Figure 6 shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" that the Moderate Activity Land Use is a good direction for the Town Center. Out of 209 respondents who answered this question, the majority (153 respondents) of them agreed with the concept for the Moderate Activity areas. Respondents could also provide an explanation (open-ended answer) about why they chose to agree, disagree or were not sure. The most common concern expressed in the comments was about increased traffic. Comments included support for and disagreement with allowing additional residential development in Town Center.

Figure 6: Moderate Activity Area responses

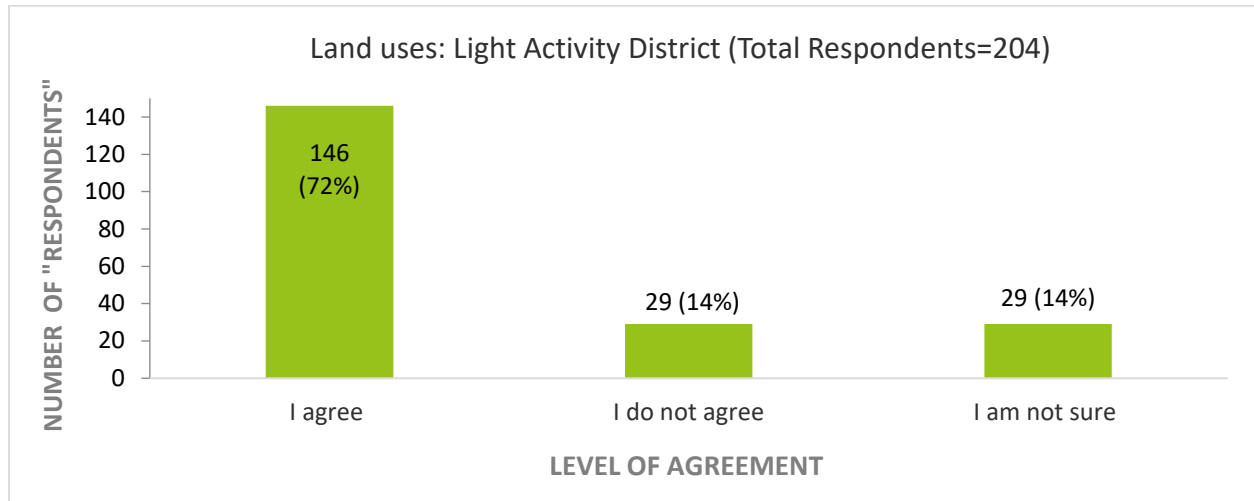


Light Activity

The survey described "Light Activity" as areas with light activity development that would include 1-3 story residential and mixed-use development, with neighborhood-serving commercial businesses.

Figure 7 below shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" that this is a good direction for the Town Center. Out of 204 respondents who answered this question, a majority (146 respondents) of them agreed with the concept. Respondents could also provide an explanation (open-ended answer) on why they chose to agree, disagree or were not sure. There were a range of comments, with topics ranging from supporting affordable housing to not wanting residential developed in Town Center. There were no prominent themes in the comments about the Light Activity area.

Figure 7: Light Activity Area responses



Building Block 2: Parks and Open Space System

The survey asked participants to respond to two elements of the proposed open space system:

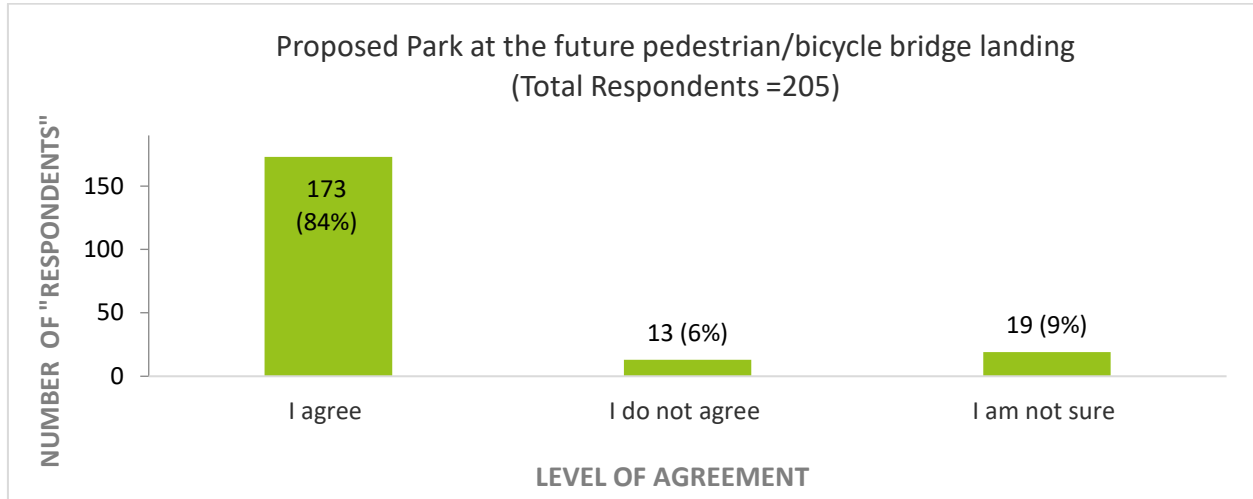
- A park/plaza at the landing of the proposed pedestrian/bicycle bridge over I-5.
- A series of green links - plazas, greenways, and small open spaces - between future and existing parks such as Town Center Park, Memorial Park and Murase Plaza (the “Emerald Chain” concept). The green spaces would provide new social and recreational spaces while expanding green space in Town Center.

Park/Plaza

The survey described the proposed park/plaza at the landing of the planned pedestrian/bicycle bridge across I-5 as an important arrival and destination point at the north end of the Town Center.

Figure 8 shows the number of respondents who replied, “I agree,” “I do not agree” or “I am not sure” that the addition of this new park at the bridge landing is a good direction for the Town Center. Out of 205 respondents who answered this question, a majority of them (173 respondents) agreed with the addition. Respondents could also provide an explanation (open-ended answer) on why they chose to agree, disagree or were not sure. Almost all comments about the park/plaza were supportive. There were some concerns about how the park’s proposed location next to the freeway would affect the park experience.

Figure 8: Park/Plaza at landing of the proposed pedestrian/bicycle bridge responses

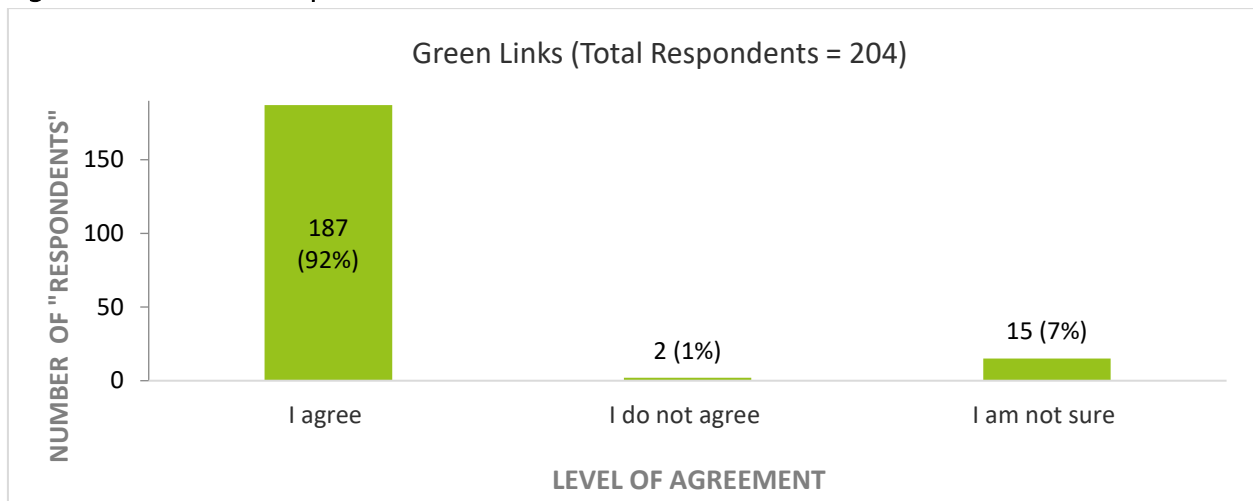


Green Links

The survey described the proposed plazas, greenways, and small open spaces in between the larger parks as providing important connections, more tree cover and greenery, and more spaces for gathering, socializing and play.

Figure 9 shows the number of respondents who replied, “I agree,” “I do not agree,” or “I am not sure” that the Green Links / Emerald Chain concept is a good direction for the Town Center. Out of 204 respondents who answered this question, a majority of them (187 respondents) agreed with the addition. Respondents who commented were generally enthusiastic about more bicycle and pedestrian access and more green spaces.

Figure 9: Green Links responses



Building Block 3: Multimodal Street Network

The survey included a map to illustrate the proposed street network concept that includes the following features:

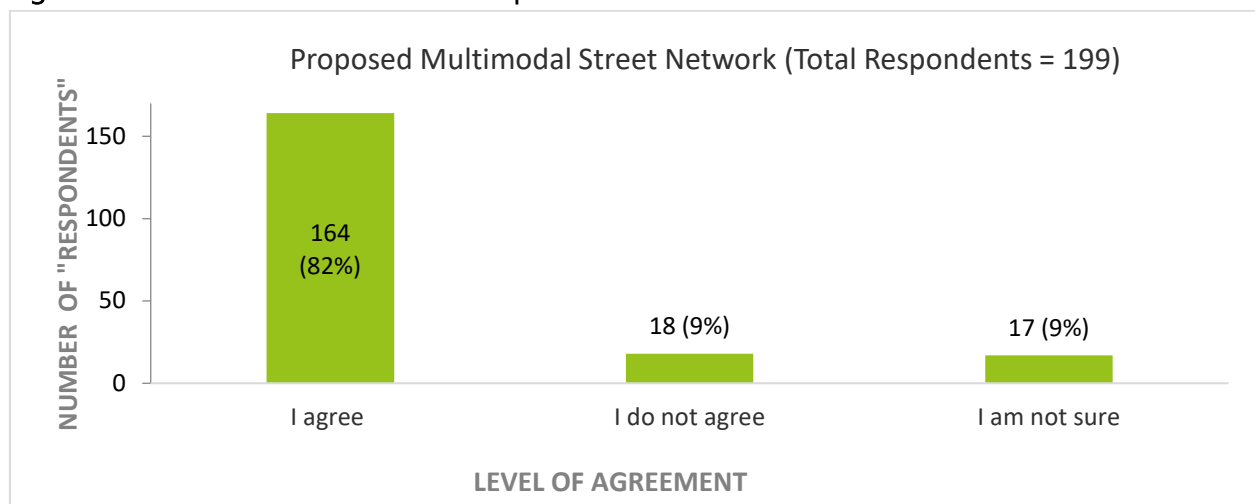
- Multimodal Street Network
- Enhanced Bicycle and Pedestrian Crossings
- Main Street
- Modified Loop West

Proposed Multimodal Street Network

The survey described the multimodal network as including streets that would provide safer connections within Town Center for all travelers, featuring wide sidewalks with seating and landscaping, on-street parking on many streets, and narrower vehicle travel lanes that slow traffic and make it easier for pedestrians and bicyclists to cross. Transit service and additional bike lanes, local roads and non-motorized paths inside Town Center Loop are expected to play an important role in improving connections within Town Center and to surrounding areas.

Figure 10 shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" that the multimodal street network is a good direction for the Town Center. Out of 199 respondents who answered this question, a majority of them (164 respondents) agreed with the concept. Respondents could also provide an explanation (open-ended answer) on why they chose to agree, disagree or were not sure. Comments included enthusiasm for more biking and walking opportunities as well as concerns about increased traffic.

Figure 10: Multimodal Street Network responses

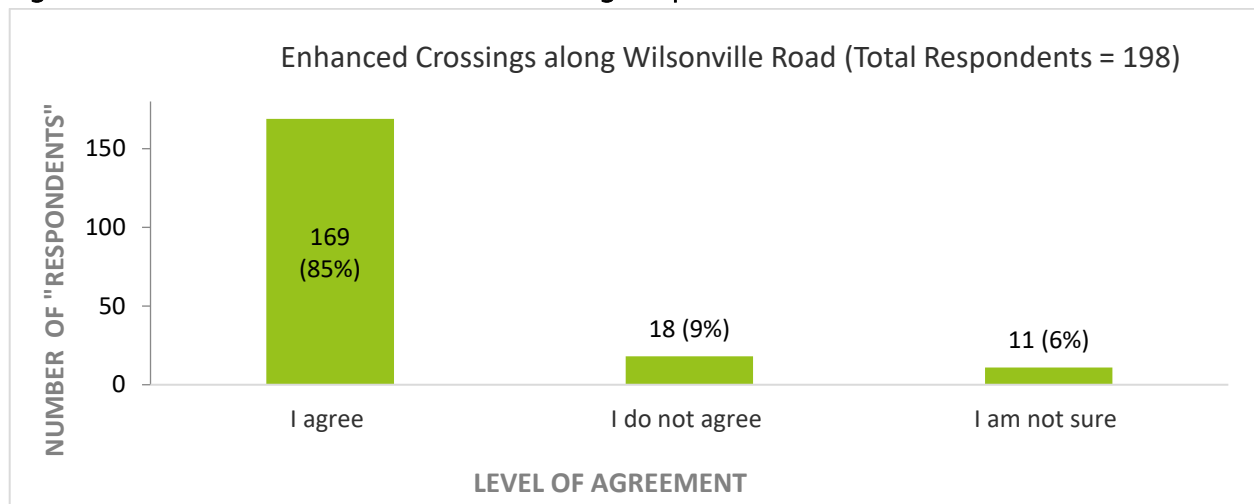


Enhanced Bike and Pedestrian Crossings

The survey described improved crossings along Wilsonville Road that would create safe bicycle and pedestrian connections between Town Center and the library, homes, businesses, and open spaces found on the south side of Wilsonville Road.

Figure 11 shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" to that the addition of enhanced crossings along Wilsonville Road was a good direction for Town Center. Out of 198 respondents who answered this question, a majority of them (169 respondents) agreed with the concept. Respondents could also provide an explanation (open-ended answer) on why they chose to agree, disagree or were not sure. The comments included support for safer crossings as well as some concerns about bicycle-car conflicts and the potential for enhanced crossings to slow down traffic too much.

Figure 11: Enhanced Bike and Pedestrian Crossings responses



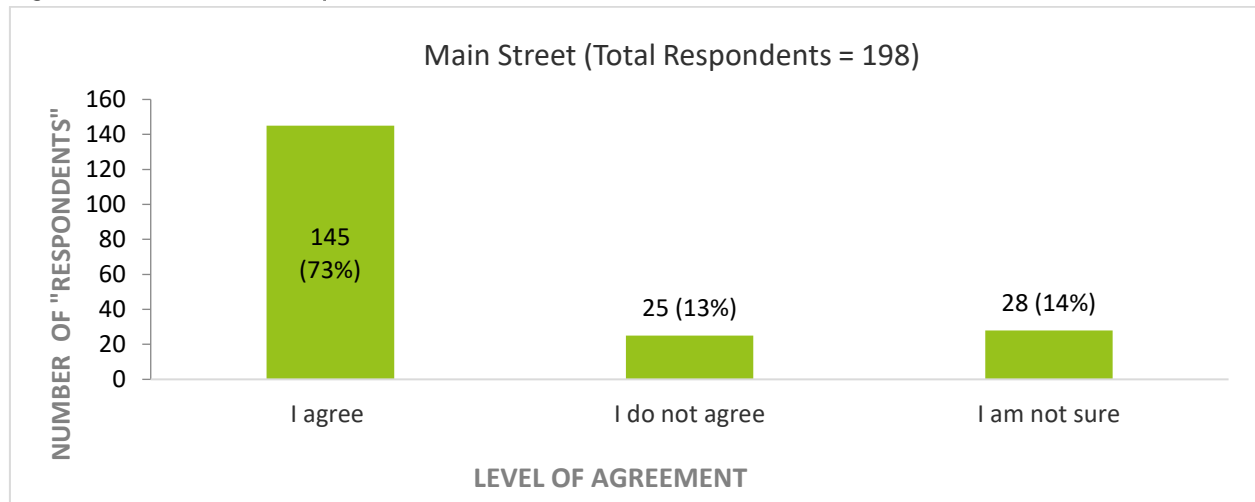
Main Street

The survey described a Main Street that would convert Parkway Avenue into Town Center's Main Street, connecting from Wilsonville Road to Town Center Loop. Parkway Avenue would be designed to include on-street parking, wide sidewalks with landscaping and pedestrian amenities. Slow vehicle speeds and narrow travel lanes increase pedestrian safety while still providing vehicle access for local businesses and residents. Off street parking would be provided behind buildings.

Figure 12 shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" that transforming Parkway Avenue into Town Center's Main Street was a good direction for Town Center. Out of 198 respondents who answered this question, a majority (145 respondents) agreed with the concept. Respondents could also provide an explanation (open-ended answer) on

why they chose to agree, disagree or were not sure. About 1/3 of the 50 comments were related to the configuration or quantity of parking. There were also several comments related to people's desire for street trees. Some people were concerned that the main street would not accommodate cars, while others were concerned that there was too much car access and thought the street should focus more on pedestrians and bicycles.

Figure 12: Main Street responses

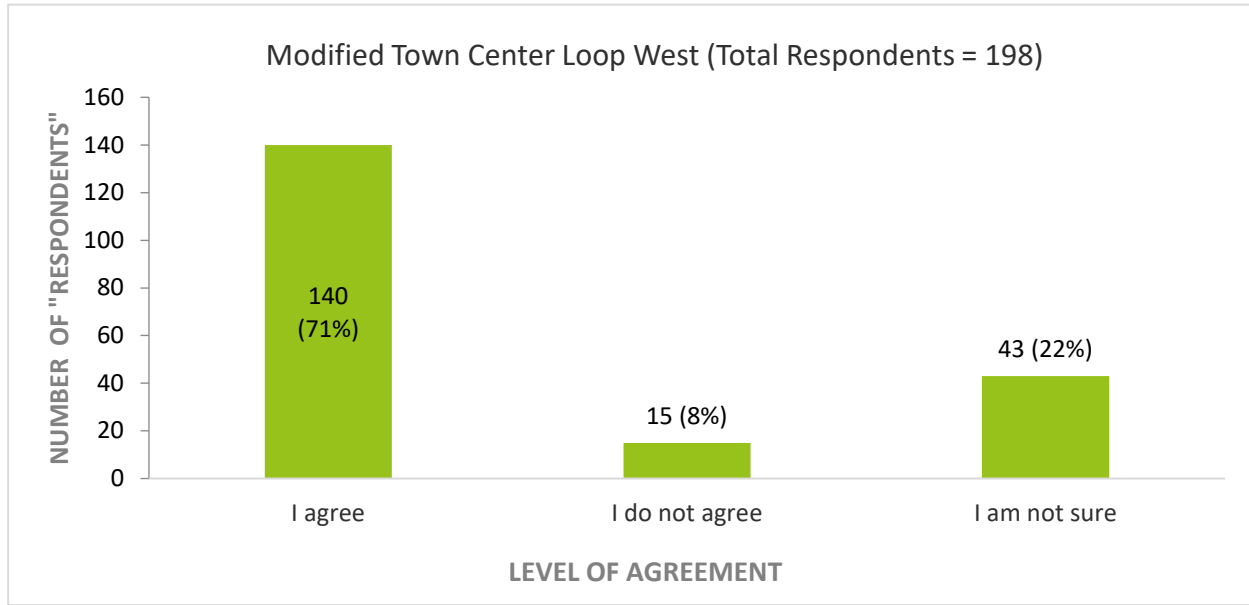


Modified Town Center Loop West

The survey described the community's ideas about relocating Town Center Loop West to increase development potential in the western portion of Town Center. Town Center Loop West would still provide north/south connectivity for all modes of travel, although traffic circulation would be distributed more evenly between Town Center Loop West, Parkway Avenue, and Town Center Loop East helping ease congestion issues at the Wilsonville Road and Town Center Loop West intersection.

Figure 13 below shows the number of respondents who replied, "I agree," "I do not agree," or "I am not sure" that relocating Town Center Loop West was a good direction for Town Center. Out of 198 respondents who answered this question, a majority (140 respondents) agreed with the concept. Respondents could also provide an explanation (open-ended answer) on why they chose to agree, disagree or were not sure. The comments indicated there was some confusion about the modified loop and included concerns about congestion.

Figure 13: Modified Loop West



Draft Community Design Concept

The survey included a final opportunity to comment on the Draft Community Design Concept for Town Center and included a map that combined the three building blocks (land use, parks and open space system and multimodal street network). Respondents were invited to provide open-ended comments about the Draft Concept.

The word cloud on page 13 (Figure 14) is a pictorial representation of the themes that emerged from all the open-ended responses. Word clouds are graphics that display words in sizes that are proportionate to the number of times the word appeared in the open-ended responses (i.e. the more frequently a word was used by respondents, the larger it is in the word cloud).

Figure 14: Word Cloud showing comments on the Draft Concept map



Seventy-three survey respondents commented on the Draft Concept map. Out of 73 respondents, 40% (30 comments) of the comments were supportive of the Draft Concept. Other comments were a mix of suggestions for specific amenities, questions and comments about timing and cost. Concerns were primarily related to the potential for increased traffic, increased parking needs created by adding residential, and tall buildings creating a big city feel. The 5 most frequently mentioned words include: traffic (276), businesses (213), parking (244), buildings (186) and development (130). A summary of all open-ended responses can be found in Appendix A.

Demographics

Survey respondents were invited to participate in an optional section of the survey in which they could share their demographic information. This information helps the project team understand who within the Wilsonville community has provided input relative to the Wilsonville population.

Figure 15: Identification with Town Center

(Total responses= 452, respondents could select all answers that applied)

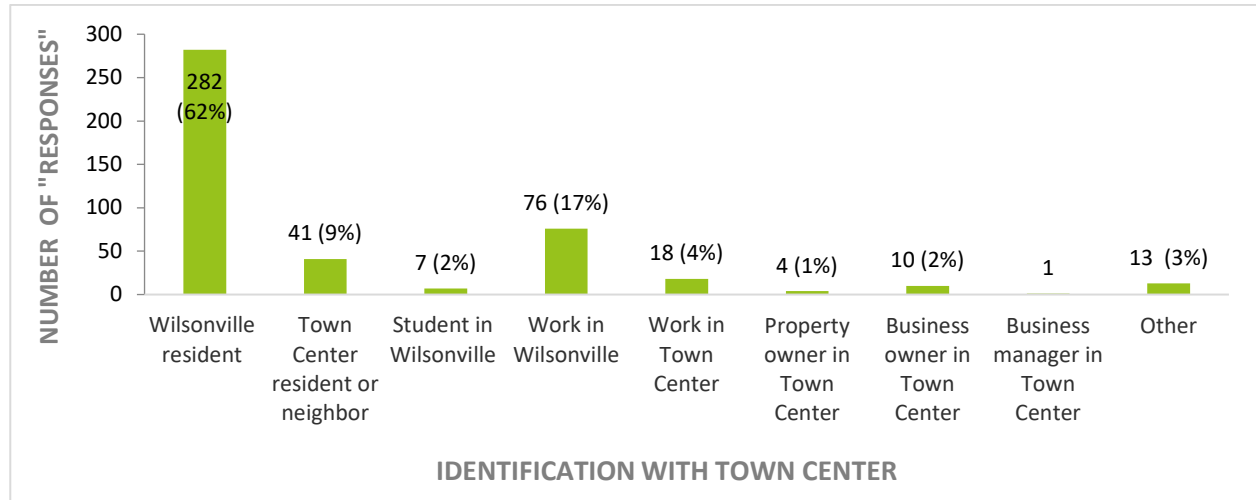


Figure 16: Age of Respondents (Total respondents = 201)

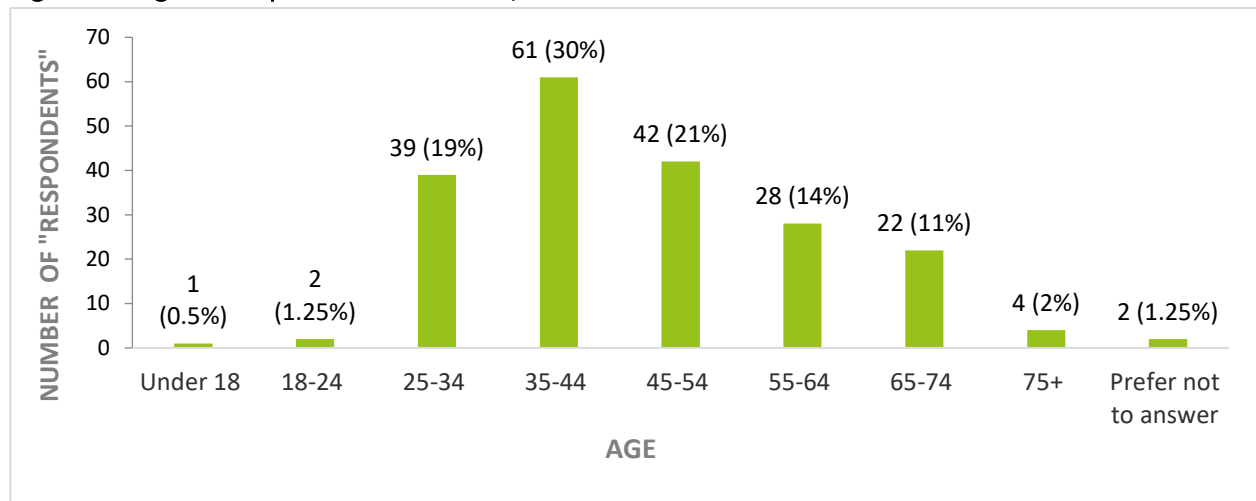
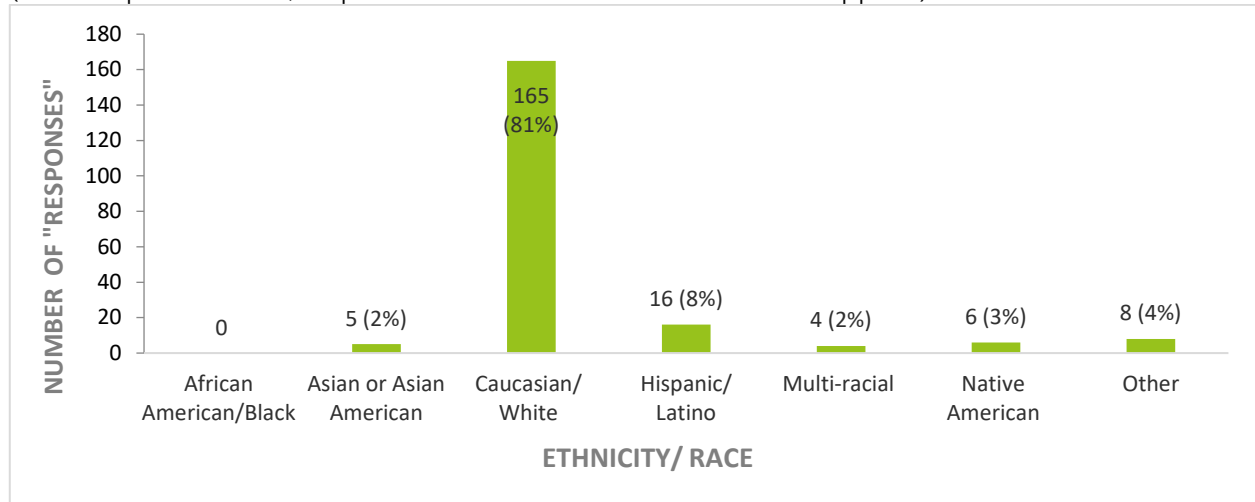


Figure 17: Ethnicity or Race

(Total responses= 204, respondents could select all answers that applied)



Survey respondents self-identified their race/ethnicity in similar proportions to the broader Wilsonville population. However, among survey respondents, there was slightly less representation from people who selected multiple races/ethnicities than the overall Wilsonville population.

Racial Demographics across Local Geographies

Race	Survey Respondents	Wilsonville	Oregon
White	81%	85%	83%
African American	0	<1%	2%
American Indian/Alaska Native	3%	1%	1%
Asian	2%	4%	4%
Multiracial	2%	4%	4%
Other	4%	5%	6%
Hispanic or Latino	8%	12%	12%

Figure 18: Gender (Total responses= 202, respondents could select all answers that applied)

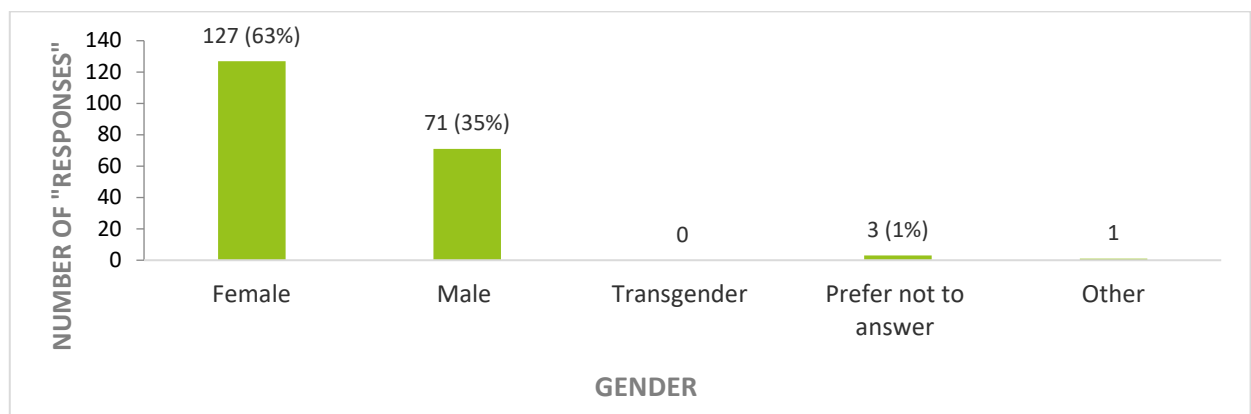
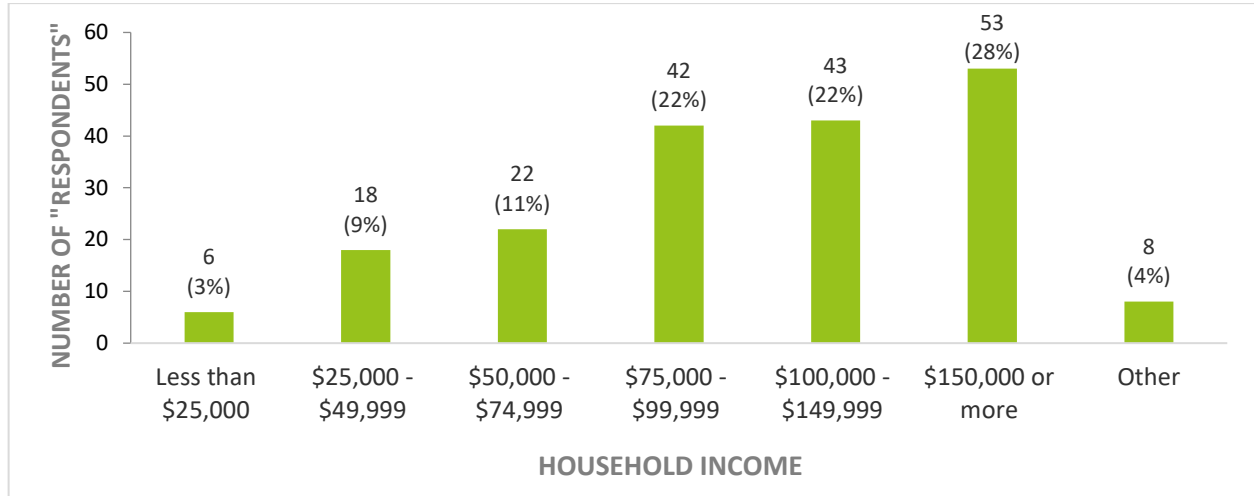


Figure 19: Household Income (Total respondents = 192)



Key Economic Indicators across Local Geographies

Income	Survey Respondents	Wilsonville	Oregon
Median Household Income		\$56,181	\$52,196
Incomes above \$150k	28%	10.1%	8.1%
Incomes below \$25k	3%	19.7%	23.1%

Survey respondents tended to be higher income. The median household income in Wilsonville is \$56,181. Ten percent of Wilsonville residents have incomes higher than \$150,000, compared to 28% of survey respondents who have incomes higher than \$150,000.



**2018
NATIONAL PUBLIC WORKS WEEK
PROCLAMATION**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities, to the public health, and the high quality of life and well-being of the people of the City of Wilsonville; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedication of public works professionals, who are engineers, field workers, managers and employees from state and local governments and the private sector; and

WHEREAS, these public work professionals are responsible for rebuilding, improving and protecting our nation's transportation, water supply, wastewater treatment, stormwater conveyance, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in the City of Wilsonville to gain knowledge of and to maintain an interest and understanding of the importance of public works and public works programs in their community; and

WHEREAS, the American Public Works Association has supported the annual National Public Works Week since 1960 making this the 58th year of the celebration.

WHEREAS, it is recognized this year's theme is "The Power of Public Works".

NOW, THEREFORE, I, Scott Starr, Council President of the City of Wilsonville in the State of Oregon, hereby proclaim May 20 - 26, 2018 to be

PUBLIC WORKS WEEK

in Wilsonville and I encourage all Wilsonville citizens to join me in honoring our public works professionals and recognizing their substantial contribution to our community.

Dated this 7th day of May, 2018

Scott Starr, Council President



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2018

Items known as of 05/03/18

May

DATE	DAY	TIME	EVENT	LOCATION
5/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/9	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
5/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/10	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
5/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/17	Thursday	6:00 p.m.	Wilsonville Citizens Academy	City Hall
5/21	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/23	Wednesday	6:30 p.m.	Library Board Meeting	Library
5/24	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
5/30	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
5/31	Thursday	6:30 p.m.	DRB Panel B	Council Chambers

June

DATE	DAY	TIME	EVENT	LOCATION
6/4	Monday	7:00 p.m.	City Council Meeting	Council Chambers
6/6	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
6/7	Wednesday	6:00 p.m.	Budget Committee - TENTATIVE	Council Chambers
6/13	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
6/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
6/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
6/18	Monday	7:00 p.m.	Wilsonville Citizens Academy	City Hall
6/18	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/30	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
6/25	Thursday	6:30 p.m.	DRB Panel B	Council Chambers
6/27	Wednesday	6:30 p.m.	Library Board Meeting	Library

Community Events:

- 5/9** Spring Walk at Lunch, noon - 1 p.m., at Rockwell Collins Campus
- 5/12** W.E.R.K Day, 9 a.m. -1:30 p.m., meet at the Community Center
- 5/16** Spring Walk at Lunch, noon - 1 p.m., at Lux Sucre in Charbonneau
- 5/19** Bulky Waste Day, 9 a.m. -1 p.m., at 10295 SW Ridder Road in Wilsonville
- 5/23** Spring Walk at Lunch, noon - 1 p.m., at Sofia Park in Villebois
- 5/28** City Offices Closed in Observance of Memorial Day
- 6/26** Signage & Wayfinding Open House, 5:30 p.m.- 7:30 p.m. at Wilsonville City Hall

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: May 7, 2018</p>	<p>Subject: Resolution No. 2680 Authorizing the City Manager to Execute a Professional Services Agreement Contract Amendment with CH2M Hill Engineers Inc. for Phase 3 Construction Engineering Support Services for the Wastewater Treatment Plant Outfall Replacement Project (CIP #2095).</p> <p>Staff Member: Zachary Weigel, P.E., Capital Projects Engineering Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p> <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda </p>	<p> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable </p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p> <input checked="" type="checkbox"/> Council Goals/Priorities Well-Maintained Infrastructure </p>	<p> <input type="checkbox"/> Adopted Master Plan(s) </p>	<p> <input type="checkbox"/> Not Applicable </p>

ISSUE BEFORE COUNCIL:

Approve Contract Amendment #4 for Phase 3 Services (Construction Engineering) for replacement of the 40 year old WWTP outfall pipe. CH2M Hill Engineers Inc. is the consultant. The proposed Phase 3 Contract Amendment value is \$338,539.00.

EXECUTIVE SUMMARY:

Near the end of WWTP upgrade project completed in 2014, leakage from the 40-year old corrugated metal outfall pipe was discovered, and reported to the Oregon DEQ. A Warning Letter with Opportunity to Correct was issued by DEQ specifying interim repairs followed by full replacement of the pipe and installation of a new diffuser. Interim repairs were completed in 2015. Phase 1 services (preliminary design and permitting) for the permanent replacement were authorized by Council in October 2015 and were completed in October 2016. Phase 2 services (final design and bid support) for the permanent replacement were authorized by Council in November 2016 and were completed by CH2M in March 2018.

This Phase 3 Contract Amendment authorizes construction engineering support services for construction of the pipe replacement and new diffuser. Since the Phase 3 consulting costs exceed \$100,000, this Contract Amendment requires Council approval, although the RFP process included a proposal for Phase 3 work from all who submitted proposals.

EXPECTED RESULTS:

The new outfall pipe and diffuser will provide wastewater discharge capacity up to 7 million gallons per day to support future growth (adequate for 20 to 50 years).

TIMELINE:

- October 2015: Phase 1 services (preliminary design and permitting) authorized by Council.
- October 2016: Phase 1 services completed and permit applications submitted.
- November 2016: Phase 2 services (final design and bid support) authorized by Council.
- March 2018: Phase 2 services completed and construction bid advertised.
- May 2018: Construction contract award to Northbank Civil and Marine, Inc. authorized by Council.

Phase 3 Construction Engineering Services:

May 2018 - October 2018: Construction Phase.

November 2018 – January 2020: Outfall Diffuser Mixing Zone/Dilution Performance Study.

CURRENT YEAR BUDGET IMPACTS:

The Project (CIP #2095) is budgeted for Fiscal Year 17/18 at \$524,813 with current project expenses at \$27,851. The contract for construction was awarded to Northbank Civil and Marine for \$1,123,560 as part of Resolution 2682, and construction is due to begin within the next month or two. This project was anticipated in the City’s five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/23/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Replacement of the outfall pipe and diffusers will provide increased wastewater treatment capacity to accommodate future growth, resolve DEQ compliance requirements, and improve Willamette River water quality through modern diffuser installation.

ALTERNATIVES:

This project is a required improvement necessary to become compliant with our DEQ wastewater discharge permit.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2680

RESOLUTION NO. 2680

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH CH2M HILL ENGINEERS INC. FOR PHASE 3 CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR THE WASTEWATER TREATMENT PLANT OUTFALL REPLACEMENT PROJECT (CAPITAL IMPROVEMENT PROJECT #2095).

WHEREAS, the City has planned and budgeted for the completion of Capital Improvement Project #2095, known as the Wastewater Treatment Plant Outfall Replacement project (the “Project”); and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, CH2M Hill Engineers, Inc. was selected as the most qualified consultant, was awarded a contract for Phase 1 preliminary design and permitting services, and performed and completed Phase 1 services to the satisfaction of the City; and

WHEREAS, the City amended the Professional Services Agreement contract with CH2M Hill Engineers, Inc. to perform Phase 2 final design and bid support services, and performed and completed Phase 2 services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with CH2M Hill Engineers, Inc. to perform Phase 3 construction engineering services;

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and CH2M Hill Engineers, Inc. has provided a responsive and responsible proposal for Phase 3 services.
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract

amendment with CH2M Hill Engineers, Inc. for a not-to-exceed amount of \$338,539.00.

3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of May 2018, and filed with the Wilsonville City Recorder this date.

Scott Starr, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

1. Exhibit A – WWTP Outfall Replacement Project Phase 3 – Scope of Work

Exhibit A

Amendment 4 to Contract Agreement

City of Wilsonville

WWTP Outfall Replacement Project Phase 3 - #2095

Scope of Work and Estimated Fee

In June 2013, an Original Agreement was developed for Engineering Services between City of Wilsonville and CH2M HILL Engineers, Inc. This Original Agreement was for Phase 1 of the City of Wilsonville Waste Water Treatment Plant (WWTP) Outfall Replacement Project Phase I – CIP #2095.

This Amendment No. 4 amends the original Agreement between CH2M HILL Engineers, Inc., (CH2M) and the City of Wilsonville (City). This Amendment No. 4 defines changes in contract scope, cost, and schedule specific to Preliminary Design.

The original Scope of Work remains in effect except as modified herein. Tasks noted below as ‘amended’ refers to the Task numbering from the Original Agreement. New tasks are also noted.

Background & Objectives

The outfall improvement project for the City of Wilsonville Wastewater Treatment Plant (WWTP) provides the engineering and scientific information that defines the basis of design for outfall improvements. This outfall improvement project removes a shoreline manhole structure and the existing outfall pipe, and installs a buried outfall pipeline on the shoreline and in the Willamette River with a multiport diffuser section. The replacement outfall and new diffuser are designed to relocate the submerged discharge offshore to greater depth with more exposure to river currents (allowing for nearshore passage of migrating fish), provide hydraulic capacity, minimize effects to biological resources, and meet state water quality standards. This Amendment #4 represents Phase 3 work and includes four tasks to support the City of Wilsonville; engineering services during construction, construction administration services, project closeout, and an outfall dilution performance study (post-construction).

Scope of Work

A.1 Add the following subtasks:

Task 9 Engineering Services During Construction

Amendment No. 4 adds Task 9.

Task 9.1 Services During Construction

Review submittals, respond to requests for information (RFI), and participate in weekly progress meetings via telephone. On-site construction management will be provided as part of Task 10.

Deliverables

- One electronic response per submittal review.

Assumptions

- Only complete submittal packages will be accepted and reviewed.
- Includes document management of submittals and RFIs.
- Discipline leads will be engaged as necessary to process submittals.
- Assumes one, 30-minute weekly progress meeting by telephone.

Task 9.2 Site Visits

Conduct site visits by engineering design staff as required, to assist the City with ensuring compliance with contract documents and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor.

CH2M observations of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CH2M does not guarantee the performance of the Contractor. CH2M observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CH2M shall not assume liability in any respect for the construction of the project.

Should CH2M discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, CH2M will bring this to the attention of the Contractor and the City but will not be responsible for monitoring the Contractor's corrective actions or advising the City as to the acceptability of the corrective actions.

The presence or duties of CH2M personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CH2M and CH2M personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M own personnel.

Deliverables

- One report for each site visit.

Assumptions

- Includes 24 hours for site visits.
- One daily report per site visit.
- Daily report will include general site observations and specific items brought to the attention of CH2M by the Contractor or the City.
- The City will make its facilities accessible to CH2M.

Task 9.3 Permitting Assistance during Construction

Conduct site visits as required to assist with oversight of permitting requirements; recommend regulatory compliance actions, if required.

Assumptions

- Includes 24 hours of permitting support.

Task 9.4 Record Drawings

Utilizing the marked-up contract documents from the construction phase provided by the Contractor, electronically incorporate these mark ups and provide one electronic copy of the record drawings in AutoCAD format.

Deliverables

- Digital PDF copy of record drawings.
- AutoCAD files for record drawings.

Assumptions

- Hand marked-up field drawings will be complete and legible when submitted to CH2M for drafting.

Task 10 Construction Administration Services

Amendment No. 4 adds Task 10.

CH2M will provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, and managing responses to design and technical submittals.

Task 10.1 Site Coordination

Pre-Construction Conference: CH2M shall attend and participate in a pre-construction conference, led by the City, with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the project. CH2M will take minutes or otherwise record the results of this conference.

Communications: CH2M will implement and maintain regular communications with the Contractor during the construction. CH2M will receive and log all communications from the Contractor and will coordinate the communications between the City and Contractor. CH2M will not communicate directly with the Contractor's subcontractors.

Project Site Meetings: CH2M will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings.

Field Instructions and Orders: CH2M will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

Deliverables

- Field instructions and orders, as applicable.

Assumptions

- 1 pre-construction conference, not to exceed 3 hours including travel. Up to two CH2M employees may attend in person.

Task 10.2 Construction Contract Administration

Payments to Contractor: CH2M will receive and review the Contractor's requests for payment. CH2M will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. CH2M shall provide recommendations to the City as to the acceptability of the requests.

Recommendations by CH2M to the City for payment will be based upon the contract provisions, and CH2M's knowledge, information, and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that CH2M has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances.

Correspondence and Communications: CH2M will coordinate all written communications among the Contractor, CH2M and City during the construction. CH2M will prepare written communications to the Contractor and provide recommendations to the City for written communications between the City and Contractor.

Deliverables

- Approved contractor payments.

Assumptions

- Contractor will invoice monthly.

Task 10.3 Changes

Minor Variations in the Work: CH2M may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

Coordinate Issuance of Changes: CH2M will assist the City with the issuance of changes to the contract for construction.

CH2M will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CH2M will assist the City with negotiations of the proposal.

Review of Contractor's Requested Changes: CH2M shall review all Contractor -requested changes to the contract for construction. CH2M shall coordinate with the Design Team make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. At the request of the City, CH2M will prepare an independent cost estimate of the proposed change.

Design and engineering services of CH2M to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling CH2M to additional compensation.

Task 10.4 Interpretations of Contract Documents

CH2M will coordinate with the City and Design Team and will provide written responses to the Contractor's request for interpretation or clarification of the contract documents.

Deliverables

- One electronic response per request for interpretation, clarification, and/or RFI.

Assumptions

- Excludes document management and issuing of RFIs.
- Includes 40 hours for RFI review
- Request for interpretation, clarification, and/or RFIs will include sufficient information to respond without a site visit.

Task 10.5 As-Built Drawings and Record Documents

CH2M will coordinate the Contractor’s submittal of as-built drawings, specifications and other as-built or record documents and shall transmit these to the City. CH2M will meet with the Contractor as necessary to discuss the preparation and submittal of as-built or record drawings.

Task 10.6 Claims and Disputes

CH2M will receive, log, and notify the City about all letters and notices from the Contractor concerning claims or disputes between the Contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. CH2M will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. CH2M will advise the City regarding the Contractor’s compliance with the contract requirements for such claims and disputes. CH2M will assist the City in discussions with the Contractor to resolve claims and disputes.

CH2M will not issue decisions on Contractor claims or disputes. CH2M will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor’s claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Task 10.7 Project Controls

Contractor’s Schedule Submittal: CH2M will review the Contractor’s construction schedule and verify that it is consistent with the requirements of the contract for construction. CH2M will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. CH2M will provide comments to the City to assist the City in approving, accepting or taking other action on the contractor’s schedule, in accordance with the contract for construction.

CH2M review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

Contractor’s Schedule Updates: CH2M will review the Contractor’s periodic schedule updates or other schedule submissions. CH2M will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. CH2M will provide comments to the City regarding the updates or other submissions.

Effect of Change Orders: CH2M will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. CH2M will advise the City as to the potential impact of proposed or issued Change Orders. CH2M will assist the City in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

Task 10.8 Field Inspection

Field Office: CH2M will staff a field office on the project site for purposes of providing an inspector to observe the work of the Contractor.

Review of Work: CH2M will conduct regular on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. CH2M will document the on-site observations and make reports available to the City.

CH2M observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CH2M does not guarantee the performance of the Contractor. CH2M observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CH2M shall not assume liability in any respect for the construction of the project. CH2M shall, with the assistance of the City, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

Deficient and Non-Conforming Work: Should CH2M discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, CH2M will bring this to the attention of the Contractor and the City. CH2M will there upon monitor the Contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections: CH2M will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.

Subsurface and Physical Conditions: Whenever the Contractor sends notice of subsurface or physical conditions at the site for which the construction contract requires such notification, CH2M will notify the City and Design Team for a response and assist the City in responding to the Contractor.

Substantial and Final Completion: CH2M will assist the City with inspections at substantial and final completion, in accordance with the construction contract. CH2M will prepare up to two (2) separate punch lists of items requiring completion or correction. CH2M shall make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.

Specialty Inspections: Specialty inspections and/or testing services are anticipated to be required for compaction of trench backfill per 31 23 23.15. CH2M will assist the City with coordination of contacting the special inspections company for inspections during construction.

Deliverables

- One field report per day.

Task 10.9 Shop Drawings, Samples and Submittals

Submittal Schedule: CH2M will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: CH2M will coordinate with the Design Team for the reviews of the Contractor's shop drawings, samples, and other submittals. Contractor will log and track all shop drawings, samples and submittals.

Deliverables

- One electronic response per submittal review.

Assumptions

- Only complete submittal packages will be accepted and reviewed.
- Excludes document management of submittals.
- Discipline leads will be engaged as necessary to process submittals.

Task 10.10 Contractor Clarifications and Requests for Information (RFI/CCIR)

Requests for Information: CH2M will review the Contractor's requests for information or clarification of the contract for construction. CH2M will coordinate such review with the Design Team and with the City as appropriate. CH2M will coordinate and issue responses to the requests.

CH2M HILL will log and track the Contractor's requests.

Proposed Substitutions: CH2M will assist the City and Design Team in reviewing and responding to the Contractor's requests for substitution of materials and equipment.

Deliverables

- One electronic response per RFI review.

Assumptions

- Only complete RFIs will be accepted and reviewed.
- Excludes document management of RFIs.
- Discipline leads will be engaged as necessary to process RFIs.

Task 10.11 Safety

CH2M will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CH2M will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M staff, or staff of CH2M subcontractors, to unsafe conditions.

CH2M will notify affected personnel of any site conditions posing an imminent danger to them which CH2M observes.

CH2M is not responsible for health or safety precautions of construction workers. CH2M is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Assumptions

- The Construction Administration services fee estimate is based on providing the services outlined above. The amount of time furnished and the cost of performing such services are estimates generally based upon the contract times set forth in Contract Documents. The amount of time furnished is based on a 120-day contract duration from the date of the Contractor’s mobilization on site to the date of final completion as evidenced by the CM’s written recommendation for final payment.
- Throughout the duration of Task 10, the commitment is assumed to be as shown in the attached level of effort. The amount of time furnished does not include overtime, if required by the Project or the Contractor to achieve final completion. Overtime, if deemed required by the City, will be addressed in a subsequent amendment.
- CH2M is only responsible for the health, safety and environmental activities of its staff and the staff of its subcontractors.

Deliverables

- Copy of CH2M Field Safety Instructions for its staff and the staff of its subcontractors.

Task 11 – Closeout Services

Amendment No. 4 adds Task 11.

CH2M will assist the City in closing out the contract for construction and commencement of the City’s use of the completed work. CH2M services shall include the following.

Task 11.1 Substantial Completion

CH2M will assist the City and take the lead in issuing documents for substantial completion and acceptance of the work. CH2M will advise the City on payment, and release of retention.

Task 11.2 Final Completion

CH2M will assist the City and take the lead in issuing documents for final completion and acceptance of the work. CH2M will advise the City on final payment, release of retention, and release of insurance and bonds.

Task 11.3 Close-out File and Records

CH2M will provide to the City an organized set of project documents and records. Project documents and records are as described in the above tasks.

Task 12 Outfall Diffuser Mixing Zone/Dilution Performance Study

Amendment No. 4 adds Task 12.

The Oregon DEQ letter (issued September 16, 2016) approving the 30% Predesign for the Wilsonville Outfall Improvement Project includes requirements that the City perform a dye tracer study and additional modeling to confirm the dilution performance of the new outfall diffuser. After completion of the outfall replacement construction, a mixing zone/dilution performance study will be conducted with the new diffuser structure discharging, and the field measurements and modeling results will be presented in a study report submitted to the City for submittal to Oregon

DEQ. The purpose of this mixing zone/dilution performance study is to validate the model-predicted design dilutions for the new outfall diffuser structure, and DEQ requires that outfall mixing zone studies align with the requirements of the DEQ's Regulatory Mixing Zone Internal Management Directive (RMZ-IMD) (DEQ, 2012).

Task 12.1 Outfall Mixing Zone/Dilution Study Plan

In accordance with the DEQ's RMZ-IMD, a detailed Outfall Mixing Zone/Dilution Study Plan will be developed for submittal to DEQ for approval prior to performing the field tracer study. The study plan will define the approach and methodologies for the field tracer study and dilution modeling. Dilution modeling will cover the field study conditions and seasonal 7Q10 low and high river flow conditions. The study plan will specify the objectives and approach, data to be collected, quality control and quality assurance procedures, and field dilution study process and results. The study plan will be prepared to allow submittal to DEQ in July 2018, so that approval is secured and the field tracer study can be conducted in September or October 2018 under low river flow conditions (assuming construction is completed by early September 2018). If necessary, the study will be delayed until the low flow period in 2019.

Deliverables

- Draft and Final Outfall Mixing Zone/Dilution Study Plan.

Task 12.2 Field Measurements & Tracer Study

CH2M will conduct a field performance test of the new Wilsonville WWTP outfall diffuser during low river flow conditions in either September or October 2018 or 2019 (depending on construction completion). The field study will be conducted during a five-day period using a team experienced with tracer studies, and the study will include specific QA/QC activities. The field study will include simultaneous measurements of ambient current speed and direction, water depth, and tracer dye during a period that corresponds with low river stage. Dye will be injected into the Wilsonville WWTP effluent and measured in the river during an 8 hour period. The focal points for in-stream dye measurements will be the defined acute and chronic mixing zone boundaries downstream from the diffuser, and additional measurements will be recorded within and outside of the define regulatory mixing zone boundary lengths and widths.

CH2M will provide all instruments for the study including two InterOcean S4 current meters (or equivalent ADCP meter), SeaBird SBE-19 water quality instruments, Turner Designs Model 10-AU fluorometers and/or SCUFA fluorometers, and injection and sample pumps. The tracer, Rhodamine WT dye, will be purchased for the study. One survey vessel with DGPS will be contracted from Solmar Hydro Inc. to provide the work vessel for instrument installations, tracer sampling, and site-specific field measurements. Prior to the field dye test, CH2M will install cabled buoy systems with current meters (or a bottom-mounted ADCP meter) upstream of the diffuser for in-situ continuous measurements during the field test. The field study will include the following activities: field safety meetings, setup and calibrate the dye injection, fluorometer calibration and testing, installation and retrieval of instruments in the river, water column measurements of dye, temperature, and conductivity during daylight hours, data download from instruments, and the post-study instrument calibrations. These data collections will be used to define the range of effluent concentrations (dilutions) at the acute and chronic mixing zone boundaries in the river.

Following the completion of the field study, the collected field data will be developed and summarized to represent the plume within and at the mixing zone boundaries. The dye tracer study

field data will be analyzed and summarized, and these data will be used for the dilution modeling and in the study report development.

Deliverables

- Raw data collection during mixing zone study.

Task 12.3 Dilution Modeling

Modeling will be used to predict wastewater dilutions and temperatures for the field-measured conditions (river flow during dye tracer study) and for the seasonal critical river flow conditions defined in the RMZ-IMD. The dilution and plume behavior will be predicted using the selected model, either Visual Plumes (UDKHW or UM3) or CORMIX2. The focal points for dilution modeling results will be acute and chronic mixing zone boundaries in accordance with the study plan agreement with DEQ. Dilution modeling will be developed to represent the same conditions as the dye tracer study and seasonal critical river flow conditions defined in the RMZ-IMD.

Measured receiving water and effluent conditions will be used in the dilution modeling to represent the field-measured conditions and to “calibrate” the model predictions. After modeling the field-measured condition, the model that provides the most accurate representation of the field-measured dilutions will be applied for subsequent dilution modeling of seasonal 7Q10 river flow conditions. The comparison of model-predicted versus field-measured dilutions will also be summarized in the report.

Task 12.4 Study Report and Meetings

A draft and final mixing zone/dilution study report will be prepared based on the results of the field tracer study, dilution modeling, and updated effluent and receiving water data. The draft report will be prepared for review by the City. This report will summarize the results of the field data collections, diffuser dilution performance measurements, dilution modeling, and an assessment of the attainment of water quality standards. Water column measurements of dye concentrations, temperatures, and current speeds will be summarized in graphical and tabular formats. The comparison of model-predicted dilutions to field-measured dilutions will be summarized in the report, along with the basis for the dilution model selection. The dilution modeling will be summarized in the report and model input and output will be in report appendices. The existing effluent chemical concentration data and available river background data will be used to calculate chemical concentrations in the receiving water at the edge of the defined mixing zone boundaries (reasonable potential analyses). The City or the WWTP operators will provide the effluent chemistry (metals, organics, and ammonia) data to CH2M for developing the RPA.

The draft and final mixing zone/dilution study report will be provided to the City for review within twelve weeks of the completion of the field study. A draft report review meeting will be held with the City to review the results presented in the draft report and discuss comments. CH2M will incorporate the City’s comments and a final report will be provided for submittal to DEQ within two weeks of the receipt of the City’s comments.

CH2M will arrange for the following meetings with the City and WWTP operations staff: 1) draft study plan review meeting, 2) field study safety and logistics meeting, 3) preliminary results review meeting (teleconference one month after field study), and 4) draft report review meeting. If requested by the City, CH2M will attend a meeting with the City at DEQ to review the results of the final report.

Assumptions

- Two CH2M employees will attend the following meetings:
 - Draft study plan review meeting
 - Field study safety and logistics meeting
 - Preliminary results review meeting (teleconference one month after field study)
 - Draft report review meeting

Deliverables

- Draft and Final Mixing Zone Study Report.

Task 13 Project Management

Provide services to manage the work tasks and team to achieve the objectives of this scope of work. This work task includes regular communications with District staff and monthly invoicing. In addition, this task includes those elements necessary to properly manage, lead, and control the Project. Participate in periodic meetings (calls) with the District to review project status, not to exceed 4 meetings. Assumes 8 hours per month of effort for the Project Manager to coordinate project activities over the 10-month construction period. Should construction extend beyond the 10-month construction period, CH2M shall be entitled to additional compensation.

Prepare monthly progress reports and review these with the District. The reports will include a status summary of current tasks, activities planned for the next month, an action issues checklist, performance compared to budget, and identification of items of concern.

Monitor Project activities for potential changes. Should change occur, and with District approval, modify tasks, task budgets, and approach. Inform District if any changes will impact the cost of engineering services, the construction cost, or the schedule. Maintain records, manage and process communications, and coordinate Project administrative matters.

Assumptions:

- Assume 8 hours per month of effort for the Project Manager to coordinate project activities during the 6-month construction period.
- Assume 4 hours per month of effort for the Project Manager to coordinate project activities during the 3-month period during execution of Mixing Zone/Dilution Performance Study.
- Document Management System and Procedures excluded.

Deliverables:

- Monthly project status reports.
- Monthly invoices.
- Completed change management forms, as needed, to document impacts of potential changes on engineering fee, construction cost, or schedule.



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: May 7, 2018</p>	<p>Subject: Resolution No. 2685 Authorizing the Planning Division to Submit an Application to Metro for an Urban Growth Boundary Expansion for the Frog Pond East And South Neighborhoods.</p> <p>Staff Member: Chris Neamtzu, Planning Director</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s) Frog Pond Area Plan</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

In order for Staff to nominate the Frog Pond East and South Neighborhoods for inclusion in the UGB, City Council needs to pass an authorizing Resolution of support. This consent agenda item satisfies this requirement.

EXECUTIVE SUMMARY:

At the November 17, 2017 City Council work session, Staff presented the question “should the city nominate the Frog Pond East and South Neighborhood for inclusion in the UGB?” Following discussion, the Council direction provided was “yes”.

Metro is in the midst of preparing the Urban Growth Report (UGR), which will be the basis for determining if there is a sufficient amount of buildable land inside the Metropolitan UGB to accommodate 20 years of anticipated regional growth.

As part of the new process for making the regional urban growth management decision, the Metro Council will review the merits of city proposals for expansions into urban reserves. The first step of the proposal process was submittal of a Letter of Interest to Metro in order to inform the Metro Council of an interest in proposing an expansion. Five cities (Sherwood, King City, Hillsboro, Beaverton and Wilsonville) submitted letters of intent for expansion, but as of last week, the Sherwood City Council voted to withdraw their request. The City of Wilsonville has requested these areas be added to the UGB during the past two growth management cycles (2011, 2014), but neither time resulted in inclusion in the UGB.

Full proposals will be due on May 31, 2018, and the Metro Council will render a growth management decision before the end of 2018, which will determine which areas, if any, will be added to the UGB.

EXPECTED RESULTS:

Inclusion of the future Frog Pond East and South neighborhoods in the UGB allows for the creation of a complete community and diversity of housing in the City and provides the opportunity to pay for the critical infrastructure necessary to serve the area.

TIMELINE:

General Decision Timeline:

- December 29, 2017: City letters of interest due
- May 31, 2018: City full proposals due
- June 2018: MTAC, MPAC and Council discussion of city proposals
- End of June 2018: Release new draft Urban Growth Report
- Early September 2018: MTAC, MPAC recommendations
- Late September 2018: Metro Council direction
- December 2018: Metro Council decision

CURRENT YEAR BUDGET IMPACTS:

Staff time will be required to nominate the area and submit a full application. Some consultant assistance is also necessary to prepare the full proposal, funded by the General Fund in project #3001.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/32018

COMMUNITY INVOLVEMENT PROCESS:

In November of 2015, the City Council adopted the Frog Pond Area Plan, a concept plan that addressed the future residential development of approximately 500-acres on the east side of the community. There was substantial community involvement during the preparation and adoption of the Frog Pond Area Plan.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Addition of the Frog Pond East and South neighborhoods into the UGB allows for the creation of a complete community and builds on the substantial investment the West Linn/Wilsonville School District has made in the South neighborhood with the recent completion of the Meridian Creek Middle School. The plans for the area include a range of different housing types and configurations that support individuals at different points in their lives.

ALTERNATIVES:

The Council could choose not to nominate the Frog Pond East and South neighborhoods into the UGB.

CITY MANAGER COMMENT:

ATTACHMENT:

1. Resolution No. 2685

RESOLUTION NO. 2685

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE PLANNING DIVISION TO SUBMIT AN APPLICATION TO METRO FOR AN URBAN GROWTH BOUNDARY EXPANSION FOR THE FROG POND EAST AND SOUTH NEIGHBORHOODS.

WHEREAS, the Wilsonville City Council adopted the Frog Pond Area Plan in November of 2015 which includes concept plans for three future neighborhoods, West, East and South; and

WHEREAS, the Area Plan contains a vision and guiding principles, land use and community design, multi-modal transportation, parks and open space framework, and infrastructure planning for the West, East and South Neighborhoods; and

WHEREAS, the 2035 vision for the Frog Pond area is “*a Wilsonville community with attractive and connected neighborhoods. The community hallmarks are its walkable and active streets, variety of quality homes, and connected trails and open spaces. Frog Pond’s excellent schools and parks are focal points of the community. Frog Pond is just a short bike, walk or bus trip from all parts of Wilsonville – a highly valued part of the larger city*”; and

WHEREAS, the Frog Pond East and South Neighborhoods together comprise 275 combined approximate acres (**Attachment A**); and

WHEREAS, the Frog Pond Area Plan was funded by a Metro Community Planning and Development grant that was created to meet the requirements of Title 11 - Planning for New Urban Areas, of Metro’s Urban Growth Management Functional Plan; and

WHEREAS, the West neighborhood was added to the Urban Growth Boundary in 2002; and

WHEREAS, the City of Wilsonville has nominated these exact geographies the past two urban growth management cycles (2011 and 2014); and

WHEREAS, it is the goal of the City to continue to provide a diverse array of housing options and price points to meet the needs of existing and future citizens at all points in their lives; and

WHEREAS, the City has a State acknowledged Goal 10 Residential Land Study (2014) that informed the planning work that was completed in the Frog Pond Area Plan; and

WHEREAS, the addition of the Frog Pond East and South neighborhoods to the West Neighborhood provides the opportunity to plan complete communities, offers economies of scale when funding and constructing framework infrastructure to serve new urban areas, including the West Neighborhood; and

WHEREAS, addition of the East and South Neighborhoods to the UGB will complement the investment that the West Linn Wilsonville School District has made in the new Meridian Creek Middle School.

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

1. The City Council does hereby authorize the Planning Division to submit an application to Metro to add the Frog Pond East and South neighborhoods to the Urban Growth Boundary.
2. This Resolution shall be effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of May 2018, and filed with the Wilsonville City Recorder this date.

Scott Starr, Council President

ATTEST:

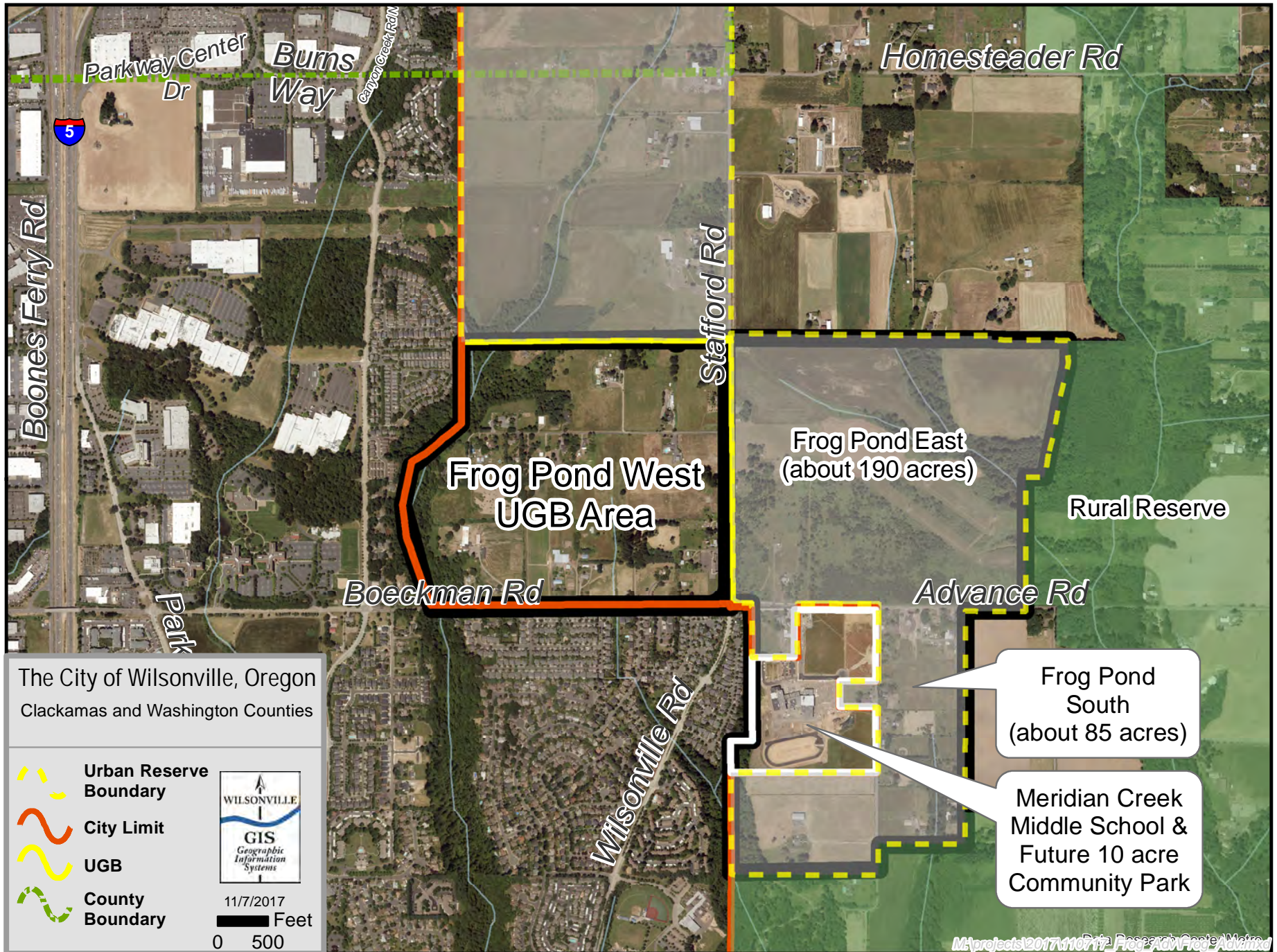
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

1. Attachment A - Map



CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 2, 2018. Mayor Knapp called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr - Excused
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Mark Ottenad, Public/Government Affairs Director
- Angela Handran, Assistant to the City Manager
- Bill Evans, Communications & Marketing Manager
- Jennifer Scola, Associate Planner

Motion to approve the order of the agenda.

Motion: Councilor Stevens moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

MAYOR'S BUSINESS

A. State of the City Address

2018 State of the City Address presented by Mayor Knapp based upon the theme of "Creating a Complete Community."

Mayor Knapp's 2018 State of the City Address is appended to the minutes in its entirety.

Following the speech there was a brief break for refreshments.

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CITY COUNCIL MEETING MINUTES

B. Arbor Day Proclamation

Jennifer Scola, Associate Planner introduced Consulting Arborist Morgan Holen. It was announced that the City has been recognized for the 20th consecutive year as a Tree City USA, and has received its 9th Growth Award by the National Arbor Day Foundation. This recognition reflects Wilsonville's continual commitment to maintaining and promoting the urban forest, one of the community's greatest assets. The urban forest contains all trees in the City, whether they are located in parks, landscape islands, natural areas, or along streets.

The Tree City USA designation requires a comprehensive urban forestry program which consists of a tree ordinance, tree department, an annual community forestry budget of at least \$2 per capita, and annual Arbor Day observance and proclamation.

The Mayor read the Arbor Day Proclamation for the record and then on behalf of the City received the National Arbor Day Foundation Growth Award.

COMMUNICATIONS

A. Metro Regional Government Update

Using a PowerPoint slide show Councilor Dirksen discussed the programs, projects, and activities Metro is involved in. Here are the highlights from the presentation titled District 3 Metro Update:

Affordable Housing

Challenges in the housing and job markets, environment and transportation system do not stop at city limits or county lines.

Regional Transportation Plan

A transportation system that cuts congestion, supports clean air and improves safety across our region.

Transportation Funding

Our region is growing rapidly, and our transportation system need to keep up.

Growth Management

Working together, we can maintain our quality of life and protect the farms and forests around our region.

Solid Waste and Food Scraps

Working together to make the most of what we don't want.

Parks and Nature

Connecting Cornelius residents to nature.

Protecting a critical wetland and regional landmark in the Tualatin River watershed.

Restoring natural areas across greater Portland.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

B. Potential Metro Housing Bond Measure

Metro Government Affairs Specialist Jes Larson presented on a possible Metro housing bond measure. Below are highlights of the information provided:

Affordable Housing Need and Supply in the Metro Region

- 30% MFI ranges from \$16,000 for a household of one to \$22,000 for a household of four.
- 50% MFI ranges from \$26,000 for a household of one to \$37,000 for a household of four.

Collaborative Framework

- Mitigate displacement and stabilize communities.
- Maximize and optimize resources for affordable housing.
- Leverage growth for affordability.
- Increase and diversify housing supply.

Regional housing measure: What it could look like

- General obligation bond.
- New construction and acquisition of land and affordable homes region-wide.
- Pass-through funding, grants and gap financing.

Regional housing measure: What happens next

- Advisory tables
- Public and partner engagement
- Technical work & research
- Council considers referral: Late spring

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

None.

COUNCILOR COMMENTS

A. Councilor Stevens

Mentioned these upcoming events:

- Friends of Trees Planting event; April 7, 2018 from 9:00 a.m. to noon at Tranquil Park
- French Prairie Bridge Task Force; April 12, 2018, 6:00 p.m. located at City Hall

B. Councilor Lehan

No comment.

**CITY OF WILSONVILLE
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C. Councilor Akervall

Informed the audience of the following:

- 5th Street to Kinsman Rd. Extension Open House; April 10, 2018, 5:00 p.m. at City Hall

CONSENT AGENDA

Ms. Jacobson read the titles of the Consent Agenda items into the record.

A. **Resolution No. 2682**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northbank Civil And Marine, Inc. For The Wastewater Treatment Plant Outfall Replacement Project (CIP #2095).

B. **Resolution No. 2683**

A Resolution Of The City Of Wilsonville Authorizing A Change Order With Brown Contracting For The Old Town Square – Fred Meyer Signalized Intersection Modifications (CIP #4199).

C. Minutes of the March 19, 2018 Council Meeting.

Motion: Councilor Lehan moved to approve the Consent Agenda. Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY MANAGER’S BUSINESS

No Report.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 8:51 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

ATTEST:

Scott Starr, Council President

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

2018 State of the City Address

Mayor Knapp, well thank you everyone for coming out tonight, and hearing me talk a little bit. I'm going to try to keep it somewhat modest. I did want to acknowledge and thank several important people for attending. Starting with my wife Melodee, who doesn't come to meetings that often. Representative Vial, where did he go? There he is. Thank you for coming out, appreciate that. Mayor John Cook from Tigard is here. Thank you for coming, John. And Metro Councilor Craig Dirksen. Thank you very much for, for coming out. Did I miss any other elected folks here tonight? Okay, our City elected, Council President Starr is off, doing some other things tonight since it's his birthday. But we have with us Councilor Susie Stevens who's been with us on Council for three, four years now. Councilor Charlotte Lehan with a long and illustrious history in Wilsonville. Councilor Kristin Akervall our newest Councilor who we're very pleased to have on Council here also.

The range of different backgrounds and personal stories and perspectives that your Council brings to the table is an important piece of how we, discuss and find a way forward on policy. So it's very gratifying and helpful to have such a diverse range of people on Council. And I thank you all for your work. Every other year after there's an election, we do a Council goal and, objective kind of setting, session. So, we have these that are used in 2017 to 19 kind of timeframe at this point. We'll set new ones in the, spring after the, election coming this spring, I guess.

We pay attention to several primary themes. One of them is a good community design, including connectivity within our City. Connectivity implies social connections and connections between neighborhoods of public spaces, institutions. It implies opportunities to access natural areas and the Willamette River that flows through our town; opportunities to walk outdoor recreation; physical connection; connection of roads and sidewalks and pathways and bike ways; and transit connections with or, across our City; and connections into the greater metropolitan area.

We pay attention to thoughtful land use planning, working for how our, our community serves people and jobs and industries and what amenities are a really desired in our community. We look at how to plan for the inevitable growth that comes at us, how to protect farm and forest lands, how to exercise good stewardship over environmental resources that are part of our community and that surround us. At the same time, we try to, invest in and reinvigorate the community as each new project comes along and we try to figure out how the pieces fit together.

We acknowledge the amenities in our community that are so important to the people that live here. Our library, our school system, recreational areas, commercial shopping areas. There are parks and recreational department which involves both the physical assets and the programming that we do in our parks department. For instance, right now we're working on our update of our parks master plan, especially the first time that we will bring the new acreage that we acquired along the river at the bottom of Boones Ferry Road into our parks system. A riverfront property is such a premium. We don't get very many opportunities to do that and so we're excited about that. We ultimately have concluded that design matters in our community. What you build and how you build it and where you build it and how it relates to what's already here are significant components of what the tone and the assets in our community are, so we want to think about that as we go forward.

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CITY COUNCIL MEETING MINUTES

Also, we want to think about the economic development side of things. What are the good jobs and housing options and needs of people in our community? People at all stages of their lives have differing needs and different interests in. It's important that we pay attention to offering those kinds of options. We want to be an inclusive and welcoming community. We have, people from many more backgrounds than some of us might realize and if we don't get out and talk to our citizens a lot, people from different walks of life, people who came from different countries, a lot of our high tech people have come from other countries and work in our community and have, become part of it. Council adopted not too long ago and inclusivity resolution trying to a state and make people aware of the values about inclusivity that we want to be responsive to.

In general, we feel like our City government is working well. We have a high level of community engagement. We have a lot of City volunteers from the private sector, people that live here in different walks of life and work here. And we want to thank them all for that input because it adds a huge contribution to how the City functions. Our City staff, exercise, very high professional level of quality. And that has aided the City in innumerable ways. At the same time, we're all focused on service orientation toward our citizens and our businesses. So, while we're trying to manage and planning for growth, managing growth, engaging the community, trying to provide top quality services, there's a lot of balls that we juggle. So, how well are we doing on all those things? Wilsonville is a City that's in demand at this point in time.

Houses are selling quickly. Prices continue to climb. There's, a lack of housing both owned in rental housing at affordable rates. How do we incentivize more housing to be built to help fill the gaps in what is now available? A strong community needs to work for all of our citizens, whether they're young people or single parents or families or empty nesters or our prize as some of us are getting to that point, senior citizens. We also need to be a community where everyone can be included. Our teachers, our retail workers, students, emergency responders, people who work in our coffee shops, hair salons, pizza shops, and yes, even in local government, need to have a place to fit into our community.

Business growth is robust in Wilsonville. Wilsonville hosts 21,000 full time jobs with an aggregate payroll of one point one billion dollars. One point one billion dollars is written out in payroll in the City of Wilsonville every year. Growth continues to challenge our commitment to maintain and attractive amenity rich community. We're planning for future employment in the Coffee Creek and the Basalt Creek areas. Those absorb a lot of time and focus from staff currently as well as from your electeds. We need to aggressively study and discuss and debate growth patterns and trends and ideas. Growth is going to happen to us, whether we find a consensus and guide those patterns, or whether we have to react to unexpected development proposals and industry that may not quite fit with our vision and our hopes for our community. We've experienced some external constraints that have thrown us curve balls when we have collaboratively planned in Wilsonville, approved a proposal for employment that have subsequently not received all of their state or regional, allocations in order to enable them to go forward.

While all of this is going on, traffic from external growth and the regional transportation system has become a major impact on our community. I-5 loads are at congestion levels through Wilsonville virtually every day. City streets cannot and will never absorb I-5 overflow loads,

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cannot do it. We need to work with regional planning and make efforts to prioritize and fund major transportation improvements throughout the region. All the while we need to be working on our local grid of network surface streets and connections to give people multiple connections for moving throughout the community and throughout the region and we need to figure out how to sequence those in a logical way and how to find the funding to enable us to continue with construction of that grid network. We need to support transit. Both are SMART system and the regional TriMet system. As congestion continues, alternative ways of moving around the region will become more and more critical, both for the people that live here and for the people that work here.

So, what have we been doing to address all these kinds of problems? I'd like to talk a little bit about some of the different components. First of all, residential growth. The Villebois project, is nearing completion. That's about 500 acres and we expect within about two years the construction will be essentially near the end on that project. There's a wide range of housing types and prices in Villebois, and there are sort of overlapping, three different neighborhoods that are connected by a loop system of parks, and trails, and recreational spaces. It's quite a special and a well thought out place. It is built on the idea of connectivity. We have constructed roads and bridges across Boeckman to connect to the Villebois across Barbur Street, the same way. Ultimately Villebois will consist of over 2,500 different dwelling units. Quite a major component of our community and they'll be a small, a neighborhood type, commercial center around the piazza in the center where it kind of circles around the three neighborhoods would overlap in the middle. That will be the commercial center.

As were a realizing we're near the end of housing, additions in Villebois. We're looking forward at what comes next. And the answer is the Frog Pond area on the east side of town, the other side of the freeway from Villebois. This area was a, had a, plan adopted in November of 2015. The School District has announced a, a future primary school site within that community, which will, expectedly become a major social component in a hub within that community, much as Lowrie Primary School has, in the Villebois community. Frog Pond west will be a neighborhood of more traditional suburban homes, which will help to balance the City portfolio of housing. Frog Pond west is expected for about 570 units on lots that vary in size from 4,000 feet up to 12,000 feet fairly large in our community.

None of this area has infrastructure now, which means there has to be new pipes put in the ground, new roads, a storm water systems, curbs, gutters, all of those pieces. It's going to mean that the homes in Frog Pond west will not be inexpensive home. They are going to have to bear a significant amount of the cost. At the same time, we're committed to making this new neighborhood walkable, connected to having a street grid system. There'll be limited entries onto the bordering thoroughfares of Boeckman Road and Stafford Road. It's designed to be a connected neighborhood with ideas about how people will move through the neighborhood, not just vehicles. There'll be a future of regional park and trail system along the Boeckman Creek corridor that lies on the west side of this future neighborhood. And we're looking forward to how that adds a trail connection that will link up with the rest of the City.

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Beyond Frog Pond west is a, the other piece of Frog Pond. Frog Pond east and Frog Pond south, we're applying to Metro in 2018 this year for inclusion of the east and south neighborhoods into the urban growth boundary. The new Meridian Creek Middle School already exists in the south neighborhood that was built and opened, losing track, last fall, I think that opened, and, it's already becoming quite the place. We do expect that that middle school will also become a social hub of the future east and south Frog Pond neighborhoods and that adds a significant, a connection point in gathering social point for people that will live in that area.

What about community life as a encouraged and enjoyed through shopping and entertainment and recreation? There's things going on there to, over the last some years we've had successful development of the Argyle Square, a shopping area in north Wilsonville as well as the Old Town Square, the Fred Meyer Center, in, on the west side of I-5 here in the southern part of Wilsonville. These have brought many new shopping and dining and entertainment experiences to our community. One of the more notable is the McMenamins Old Church and Pub, which is a social gathering area, a small music venue, and a lot of different meetings and events happening there.

Right now our community is working on a vision for our Town Center area, which is the commercial area that's on the east side of I-5. This is to be a community driven visioning process to kind of reimagine what kind of a Town Center would we really want to have in future years. Originally, the Town Center area was designed as a traditional suburban auto oriented, kind of a shopping center that dates back to a planning work done in the seventies and early eighties. The area is about a hundred acres surrounded by the town to Town Center loop. Within that loop is our branch campus of Clackamas Community College, as well as a Fry's Electronics, Regal Cinemas has facilities there, and we have some additional businesses along the outside of the loop between there and the freeway, that were included in the planning, also.

We have people that are looking at strategies to, to try to imagine how to make a more attractive, commercially vibrant mixed use district that would have amenities for many people. We would want it to be easily accessible by people from all sides and also be a pedestrian friendly area where you could walk around and enjoy shopping and restaurants and social experiences and things like that without just jumping in your car to leave. We envisioned that it might integrate urban environment and natural environments and, create an attractive, accessible places that invited both visitors and residents to shop, to eat, to even live there. Work, learn, play, lots of components to make a, a vibrant commercial center.

Community workshops and events are being held throughout this planning process. It's been going on for the last track maybe a year and it's got a ways to go until we reach the end. We're all benefiting from the work of a highly engaged and enthusiastic task force of citizens and other stakeholders that will bring recommendations ultimately, back to Council.

What about employment? Wilsonville is focus primarily is on providing the infrastructure that cultivates and invites high-wage jobs to come to our community. Jobs that can support a family. Today, Wilsonville though only, only 24,000 people still were just a small city, has 21,000 full time jobs. Rather extraordinary when we look across the region, not what you expect at an edge community on the region. Half of Wilsonville's jobs are in high-wage sectors like manufacturing and engineering and computer programming. The aggregate payroll, as I mentioned previously, is

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CITY COUNCIL MEETING MINUTES

over one point one billion dollars and growing. If we grow jobs at the expected rates in future areas, that number will continue to increase. Some of those new opportunities for increases include the Coffee Creek employment area. Coffee Creek was brought into the urban growth boundary and 2002; concept planning was completed in 2007; an infrastructure plan was adopted in 2012. This is approximately 200 acre area on the northwest corner of Wilsonville and it has been designated as a regionally significant industrial area. It is envisioned as a high quality attractor of, good jobs, high employment, both present and future. Coffee Creek is projected to potentially host about another thousand-eight hundred jobs and maybe a payroll of another fifty-five million dollars.

We established an urban renewal area in this, in Coffee Creek, in 2016 after we put it out for a public advisory vote and received a favorable community response in November of 2015. Urban renewal will allow us to have the future businesses that come help, pay for some of the needed pipes and streets and roads and other public amenities. Doing so will also then help prepare Coffee Creek to be attractive to private investment. And we are focusing on trying to attract companies that offer high quality employment and a significant payrolls. All of those components help us pay for the amenities that our community has come to count on and enjoy. And we intend to have that continue.

One of the things we have done to try to make Coffee Creek more attractive is we have had a staff working on a very intensive project to develop a new type of development code called a form based code. We looked across the country and have found no instances of form based codes being used in industrial employment areas. There are a variety of them being used in a mixed use commercial areas, but we believe that the form based code for Coffee Creek is perhaps one of the first for industrial employment areas in North America. Developers that use the pre-approved building forums and design principles will be on track to have a faster application approval process that will enable them to move forward with more certainty on a quicker time table. If developers choose to do something other than those particularly pattern pieces, then they can also use the traditional application process to do something different and go through the standard approval process. We're excited about seeing if this can work in an efficient way. We are very early in that cycle at this point in time.

What about transportation? Well, transportation is about mobility and conductivity and this has been a major issue for Council through the last couple of years. Wilsonville operates the SMART transit system to provide a commuting option for local people. A SMART has been in operation for 29 years now and gives rides to over 300,000 people, as of last year. We made when the west side express service open the rail service on the west side of Wilsonville. We made a commitment that we would meet every train that came to Wilsonville and we would take people that were on the trains to their place of employment within the City and do it within 10 minutes of every train that arrives. We have maintained that commitment ever since that first started and intend to continue to do so.

SMART, operates one of the most environmentally friendly a fleets within, the state. We made a commitment some years ago to compress natural gas buses and have a variety of those and for some years we've been working on. And finally this year received a federal grant award that will help us fund two all-electric buses, which we think will be maybe the first ones operating in the

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state and we will continue on that road. And, see how that works. A electric buses are not something you pick off the shelf and they ship to you when you ordered them, they build it. So, it takes a while to get it coming and that's in the works.

Working on surface streets congestion is a major focus that the Council has had in the staff, has been working on. We have obtained, ODOT cooperation on a southbound I-5 congestion study, looking at what happens on I-5 between Wilsonville road going south to pass Charbonneau to the Canby, Hubbard and 551 Highway Cutoff. That analysis will determine whether an additional auxiliary lane that helped prevent people from having to merge in and merge off in that short distance might help the flow of traffic southbound and we look forward to the results of that. It's a big kind of a project to take on, but we think it might be possible and we think that preliminary analysis shows that might have significant benefit.

Council is also working on strategic spot improvements on the areas near I-5. Specifically, we're working on some alterations to the traffic patterns for southbound Boones Ferry Road where it turns left onto Wilsonville Road. We're adding a third stacking lane on the, on ramp onto southbound I-5. That's under construction now, you may have noticed. We're working on some alterations to Boones Ferry at the Fred Meyer driveway to try to improve traffic flows there. We've instituted a no turn on red rule during the rush hour for cars approaching the Wilsonville Road, Boones Ferry intersection and are, are working to secure a better compliance with that, that rule that's still fairly new. At the same time we're advocating for a larger study of the I-5 south corridor and we believe that that's what's really needed for the benefit of not only Wilsonville, but for the region and other communities up and down south I-5. The idea would be that we would study from probably the 217 interchange of I-5 all the way down across Boone Bridge and try to look at what is possible. We also need to look at how west side express service or rail service can be better utilized for commuters, whether more runs, more hours, more, you know, what, what could be done that could make that happen. As well as for how freight needs in our economy can be better served. And we're looking at where there might be incremental changes like merge and auxiliary lanes along that entire quarter. That might be a sufficient improvement, significant improvement, I should say.

We're also working on an alternative modes, a bridge idea for what we're calling the French Prairie bike pedestrian and emergency bridge as part of a strategy that is right now in a study phase where we're looking at feasibility and preliminary engineering. It would be an emergency bridge when needed, especially if the freeway locked down and there's no easy, nearby alternative route to get across the river. It could be opened up for emergency responders or secondary responders. It could be used during the day for bicycle and pedestrian access, especially for our communities south of the river, like Charbonneau, so they could, come with different ways whether bicycle and some have even suggested golf carts though that hasn't been figured out yet, to shop at a Fred Meyer, Old Town Square area. Ways to not have to get on and off the freeway in an already congested area.

At the same time, it could be an alternative transportation options for people that live south of the river and conceivably could be quite a tourist attraction. It would tie the Portland Metro area access for a people that are on the Tonqin Ice Age Trail coming southbound. It would connect with that go across the river and connect those people to the a Willamette Valley scenic bicycle route that

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could become quite a tourism operation for people that wanted to see the, the gorgeous Oregon a scenery, and find a way to do it on two wheels instead of on four.

Finally, I guess on this topic, we continue to build our grid, over the last couple of years we've built a new bridge, on a Barbur Street to connect it to Villebois across the Coffee Creek wetland, a new bridge on Boeckman to connect it across to Villebois. We've built an extension of Canyon Creek South, in the, on the east side of town. And then ultimately connected that to Vlahos, which now comes out all the way to a new light by the post office and is added in north south link. We have completed a new section on Kinsman Road running from the corner of Barbur Street, near Coca Cola, a north to the new roundabout at Boeckman. So, each of those projects is a major construction project, but we keep chipping away at building those additional connections within our community. On the drawing boards, and coming up in the next couple years are, the new, connection that has been called the Old Town Escape that will go from, excuse me, Fifth Street on Boones Ferry to Brown Road connection; as well as, the first construction in the Coffee Creek area. Expected to be the garden acres road improvements that will open some of that up for industrial development. And a, significant bridge, a proposal for one of the dangerous depths on Boeckman Road that is adjacent to the Frog Pond area. And in fact, it will be very close to the, to the, plan, primary school. So, having a safety factor there is important and we're working on ways to finance that and to move that forward, to not hold up development in the Frog Pond, residential area.

That's a lot of different pieces so, we have these huge challenges. We have a lot of pieces coming at us, but we're working on a, a continual organized process to build each of those components to make things better. Metro to projections are that the region will grow by 500,000 people in the next thirty, forty years by 2040, 2050. Another half a million people on top of the congestion, we already have.

The Council goals are to continue to set quality long-term direction for our community. We want to be a connected complete community. We want to exercise environmental stewardship throughout our community and build that into our growth as we go. We want to stay committed to thoughtful land use planning, deciding proactively how to maintain a quality community where people want to live. A strong community with high quality environment, rich amenities, interconnected neighborhoods, commercial centers and employment areas. We want to encourage responsible economic development for the stability that those jobs bring to our people and our community. Good jobs, diverse industry sectors, a variety, employing a variety of skills and skill levels among our people. We want to have goods and services that we need every day, be available locally here in our community without people having to go down the road to find those. And we want to have a wide range of choices for places for people to live, to work, recreate at all stages of their lives, whether young or old or in between. And we want to have a healthy, active living community with attractive public spaces and recreational opportunities that invite people to be here.

The challenges that face us are not necessarily unique, but they are ours also. How do we encourage diverse housing types and pricing levels, prices and homes that meet the needs of all in Wilsonville? How do we continue to build employment in and create an environment that attracts quality, family wage jobs both now and several decades into the future? When we don't have, but

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a very cloudy crystal ball on what employment and industry will look like in twenty or thirty years. How do we develop the transportation systems and connections to enable multiple options for how we move through our community and throughout our region. The ongoing goal, the overarching challenge I think is how do we create a safe, desirable, aesthetically pleasing community which nurtures and sustains all who are here. We need all of Wilsonville citizens to join in this. If our combined efforts are sufficient, they will yield the future that we all envision. Why don't you all join in?

Thank you very much.

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 16, 2018. Mayor Knapp called the meeting to order at 7:16 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Rob Wurpes, Chief of Police
- Ellie Work, Grants & Program Manager
- Nicole Hendrix, Transit Management Analyst
- Nancy Kraushaar, Community Development Director
- Susan Cole, Finance Director
- Angela Handran, Assistant to the City Manager
- Mike McCarty, Parks and Recreation Director
- Bill Evans, Communications & Marketing Manager
- Tod Blankenship, Parks Supervisor

Motion to approve the order of the agenda.

Motion: Councilor Starr moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

COMMUNICATIONS

A. Police Department 2017 Annual Report (Wurpes)

Chief Wurpes presented his annual report to Council. Using photographs, the Chief introduced the community to the officers serving in Wilsonville to put faces to the names of the officers. He spoke about the number and types of calls and reports taken and produced in 2017 which represented a

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high level snapshot into the community. Furthermore, Chief Wurpes invited Council and the audience to attend Coffee with a Cop scheduled for 10:30 a.m. on Tuesday, April 24, 2018 at the Fred Meyer's Starbucks.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

Laurie Monday of Wilsonville Stage, thanked Council for the lighting grant the group received last year. Ms. Monday sought out Council's assistance in funding and locating a performance venue for the theater.

Jason Jordan, General Manager for Republic Services provided a letter and brief update on the current recycling market. Below are highlights of his comments:

History

- 2013 China implemented "Green Fence" to reduce contamination.
- Average threshold was 3-6% by most calculations.

What has this led to?

- Processors are forced to change their methods of cleaning up the recycling materials before shipping out causing significant increases in costs.
- Pricing for the acceptable materials almost reaching the same threshold as landfilling.
- DEQ has become very involved in looking at contamination.
- Some companies are now requesting a concurrence to allow for what historically could be recycled to now be landfilled.
- Recycling surcharges are being implemented across the state of Oregon.

What is Republic Services doing about this?

- Education
- Continue to work with processors to ensure the landfilling is the last resort.
- Finding alternative markets.

What can communities do about this?

- Prevent it from going into recycling as a whole.
- Look at preventing things from the start, such as plastic bags.

Where can you find more information?

- Clackamas County website
- Washington County website
- DEQ website

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MAYOR’S BUSINESS

A. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

Mayor's Business items B and C were presented following Council comments.

B. Appointment of Councilor Akervall to the Wilsonville Metro Community Enhancement Committee.

Motion: Councilor Stevens made a motion to nominating Councilor Akervall to the Wilsonville Metro Community Enhancement Committee. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

C. Proclamation Declaring May as Bike Month (Work)

Ellie Work, Grants & Program Manager for SMART informed Council that the last time the Bike Month proclamation was brought to Council was 2014. However, SMART staff has some fun activities plan for May and thought this proclamation would be a great way to kick off the upcoming events.

The Mayor read the proclamation declaring the month of May as Bike Month and presented a proclamation to SMART staff.

COUNCILOR COMMENTS

A. Council President Starr

Provided an update on the Willamette Falls Locks Commission meeting that he recently attended as the City's representative.

Councilor Starr reminded that W.E.R.K Day is scheduled for May 12, 2018 from 9 a.m. to 1:30 p.m., meet at the Community Center. Furthermore, it was mentioned that if volunteers arrive at 8:00 a.m. there may be breakfast available if history repeats itself.

B. Councilor Stevens

Reported that she attended the French Prairie Bridge Task Force meeting which is the task force for the bike and emergency pedestrian bridge. The meeting was held on Thursday, April 12, 2018.

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During the meeting there was an unanimous vote on the location of where the bridge should be located. The decision was that it should be placed closes to the railroad track. Once staff and the Task Force wraps up the recommendation, it will be brought to Council.

Councilor Stevens reminded that City offices will be closed in Observance of Memorial Day on Monday, May 28, 2018.

C. Councilor Lehan

Informed she was unable to attend the French Prairie Bridge Task Force meeting as she was in Bend for the Oregon Heritage conference. Moreover, Councilor Lehan called upon the audience to submit to her any photographs of log rafts attached to trees in the Willamette River, preferably in Wilsonville. It was shared that in Memorial Park there are several trees that have cable scars from the tying up of log rafts. If photos showing this past practice can be located in Wilsonville on the Willamette River the City might be in the running for a second State Heritage Tree.

Invited volunteers to the Cemetery Work day at the the Pleasant View Cemetery from 9 a.m. to 2 p.m. on May 5, 2018.

D. Councilor Akervall

Shared that next week there will be two Wilsonville Metro Community Enhancement Committee meetings. Councilor Akervall announced that she has agreed to step in on the Committee as a representative from Council.

Councilor Akervall was then appointed to the committee followed by the reading of the proclamation declaring May as Bike Month (see above under Mayor's Business).

PUBLIC HEARING

A. **Ordinance No. 815** – 1st Reading

An Ordinance Of The City Of Wilsonville Adopting The 2017 Water Treatment Plant Master Plan Update As A Sub-Element Of The City's Comprehensive Plan And The Capital Improvement Project List For The Water Treatment Plant. (Kraushaar)

Ms. Jacobson read the title of Ordinance No. 815 into the record on first reading.

Mayor Knapp provided the public hearing format and opened the public hearing at 8:07 p.m. He then invited public testimony hearing none, staff proceeded with their presentation.

Community Development Director Nancy Kraushaar along with Consultant Jude Grounds of Carollo Engineers provided a PowerPoint on the 2017 Water Treatment Plant Master Plan Update. The PowerPoint contained some of the same slides previously shown during Work Session. As a follow up to discussion in Work Session staff provided Council with a copy of an excerpt of the *2012 Water Systems Master Plan; Table ES.2 Future Water Systems Demands* and *ES.2 Water Systems Evaluation*. Following the presentation staff opened up the floor to questions from Council.

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Beginning of questions and answer segment verbatim.

- Stevens: I am just curious. We don't need to go back to, sorry, go back to this slide, but the enhancement to the bank, are those pilings going to be driven down into the, into the bedrock or those pilings that are holding... What's going to hold that bank so it doesn't slide?
- Grounds: During, I believe they're auger, chaos piles. So they're going to auger them down in place.
- Stevens: So they're not driven?
- Grounds: That's right, So, they won't be...
- Cosgrove: Are they talking about doing an injection?
- Grounds: In some cases it is granted...
- Kraushaar: I think they're looking at alternatives now you're getting into more final...
- Stevens: So, it's not for sure,
- Kraushaar: It's still in preliminary design, but they're probably looking at alternatives and looking at pros and cons of each and costs. But it will go down. There's the Troutdale formation, is considered the good firm hard material that they will penetrate to, with no matter what option they go with.
- Stevens: To stabilize that bank. Thank you, thanks.
- Kraushaar: Thank you.
- Mayor: Other questions? I've got one. If we spent 47 million dollars to build it in 2002 and now we're going to spend 16 million in upgrades to 20 (mgd) and then another 38 million - 36 million to upgrade it to 30 (mgd). Seems like they're pretty, pretty significant upgrades compared to the cost of construction.
- Kraushaar: Is that a question?
- Mayor: And, and..
- Cosgrove: Well the big one is basically doubling the size of the plant, isn't it?
- Grounds: Essentially, I mean, I guess my first reaction is the 42 million dollars in, 2001 essentially, midpoint of construction. I don't know if there's a finance person in the room, but that number is correct.
- Cosgrove: There is...
- Kraushaar: Of course we have one in the room.
- Cosgrove: Her ears perked up when he said that.
- Grounds/Cole: [inaudible]
- Grounds: I think it's somewhere around doubles. So, so I just caution us to compare dollars in, in, you know, 2018. I helped the made, that make sense.
- Mayor: Are those projections like for the 30 mgd? Done with today's dollars or are those 2034 dollars?
- Grounds: Master plan is all in I think all 2017 dollars.
- Mayor: 2017 dollars.
- Kraushaar: However, they have provided a spreadsheet in 2017 dollars and they've also provided a spreadsheet in anticipated inflation. So we have, something to beware of.
- Mayor: Alright, so does the plan contain a strategy to reach those dollar goals within those projected time-frames? Or is that separate?
- Cosgrove: That's what the rate study is for.

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- Kraushaar: And quite honestly, looking at the five-year CIP that we've been working on for the budget, this year's budget, we're seeing things get stretched a little bit tight. So, after we can, as we're doing the rate study and the system development charge study, that's one of, that's one of the tasks of that project is to see are we achieving what we need for that time-frame. And if we're not, then it comes down to a discussion about what are the options in terms of, I don't even really want to say because I think that one word we use is bonding. But we, I know we've got all kinds of stuff that I would not be, I'm not the one to cover that topic, it's definitely our Finance Director. But, if we don't think we can realistically achieve it by cash flow, then we'd have to look at other options.
- Mayor: Water rates throughout the region are undergoing an evolution to a kind of a different paradigm, I think. But, that doesn't necessarily mean that we want to match them, you know, part of our argument over the years has been that by investing in this plant in 2001 - 2002, we are advantaging our public over the long run because we had invested cheaper dollars. And so if we're talking about spending as much to upgraded as we did to build it, those won't be cheaper dollars, those will be today's dollars. And I guess I'm curious how that positions us competitively when we get to that point.
- Cosgrove: Every city and every plant is different. That's what I would say. So it's hard to say, every city is going to have to go through some kind of expansion or rebuild. So, it depends on where you're at in the cycle is what I would say.
- Kraushaar: I would just add that, that's why it's so important that we have a plan done now because we're at a time where we really need to know those answers.
- Cole: Good evening, Susan Cole, Finance Director for the City of Wilsonville. There are many other water agencies that are undergoing extensive capital improvements and expansions, including Hillsboro, Tualatin Valley Water District, Beaverton. I've read in the newspaper that the City of Portland will soon have to build a treatment plant and they're working on covering the reservoirs. So, this whole region will experience increasing rates. Wilsonville is a very, in a very competitive place at this time because of the age of our treatment plant, it is relatively new. While these expansion numbers do look intimidating, it's not unusual to issue, as Nancy mentioned, bonded debt to fund those expansions. That does then spread the cost of those expansions over the customer base that takes benefit from those expansions. Because it's in the future, it will take a while to build. And so by issuing debt, it's, it's what we call intergenerational equity. And our water fund is very, very strong. And so I anticipate if we do have to issue debt, we will get very competitive rates. The City of Wilsonville is very highly rated with our debt. So, I think we're in a very good place, even if we did have to issue debt in order to fund the expansions, I think we would get a very competitive analysis on that. And that would be part of our rate review. Our, consultant, most of the water consultants are very well versed in helping us plan those rates and helping to anticipate those debt issuances so that we can meet all those bond covenants.
- Mayor: Okay.
- Kraushaar: And just to add Tigard, Tigard and Lake Oswego, especially Tigard just had a tremendous rate increases as well to cover their, the plant they're sharing with Lake Oswego.

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- Cole: Right. Yeah, and we'll, we can, we can have a rate table that compares all the rates in the area as part of our rate study. We can certainly go through and compare those rates and see how we stack up against other jurisdictions.
- Cosgrove: The only thing I would add is we have the advantage of having partners for our future expansion in Sherwood. They're paying for their portion.
- Mayor: Right, TVWD was not really baring part of the cost anymore though.
- Cosgrove: They have their own 750 million dollar project that they'll be undertaking and that will also have rate implications for their ratepayers.
- Cole: Although, we could definitely speak with them about any kind of capacity and that sort of thing in their current asset.
- Mayor: Okay, those are all good perspective. So thank you for providing that. Any other questions for staff?

End of questions and answer segment verbatim.

When the question and answer segment ended Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 8:33 p.m.

It was disclosed that staff intends to review the meeting notes gathered in the Work Session to address any questions and/or concerns during the second reading of the ordinance.

Motion: Councilor Stevens moved to approve Ordinance No. 815 on first reading. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

NEW BUSINESS

- A. **Resolution No. 2679**
A Resolution Of The City Of Wilsonville Addressing Allowed Activities At The Memorial Park Boat Dock And Continuing The Prohibition On Other Activities.

Ms. Jacobson read the title of Resolution No. 2679 into the record.

Parks and Recreation Director Mike McCarty stated the issue before Council tonight is whether to amend Ordinance No.752 to allow fishing from the Memorial Park Boat Dock. Council was provided the following options: Option A to allow fishing from October 1 through April 30, annually; Option B to allow fishing year-round (no monthly restrictions); or continue to prohibit fishing at all times. After discussion Council made a motion to choose Option B which allows fishing year round (no monthly restrictions).

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Motion: Councilor Stevens moved to amend Ordinance No. 752 to allow fishing from the Memorial Park Boat Dock year round with no monthly restrictions. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

- B. **Resolution No. 2684**
A Resolution Adopting Budget Transfers For Fiscal Year 2017-18. (Cole)

Ms. Jacobson read the title of Resolution No. 2684 into the record.

Finance Director Susan Cole, informed that this transfer is a housekeeping item to allow for the Community Development Department to hire a City Engineer. It was noted that with the finalization of the IGA forming the Willamette Intake Facilities, as well as the finalization of the Ground Lease with Tualatin Valley Water District, the City has identified the need to hire a City Engineer this fiscal year in order to oversee major construction scheduled to begin this summer.

It was stated that the staff report for Resolution No. 2684 included an attachment that was inadvertently added by mistake.

Motion: Councilor Starr moved to approve Resolution No. 2684. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY MANAGER’S BUSINESS

Invited Council to join in wishing condolence to the family of former Municipal Court Judge Gleason. Judge Gleason had served as municipal court judge for Wilsonville for over 30 years prior to his retirement.

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LEGAL BUSINESS

Reported that Kinder Morgan made a determination that Wilsonville is a high impact area. Kinder Morgan plans to take a boat out on the Willamette River to tour the area. Elected officials are invited on the tour and will be contacted by staff in the near future for scheduling of the tour.

Additionally, mentioned was articles regarding other cities that had installed red light cameras for enforcement and the legal issues they are now facing.

ADJOURN

Mayor Knapp adjourned the meeting at 9:02 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Scott Starr, Council President



CITY COUNCIL STAFF REPORT

<p>Meeting Date: May 7, 2018</p>	<p>Subject: Resolution No. 2686 To Concur with Two Provisions of the 11th Amendment to the Wilsonville Year 2000 Urban Renewal Area.</p> <p>Staff Member: Nancy Kraushaar, PE, Community Development Director and Jordan Vance, Economic Development Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: The concurrence resolution is to be approved by a separate action by the City Council (before adopting Ordinance No. 817).</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Resolution No. 2686.</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2686.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Build fully interconnected and effective transportation modes enabling all kinds of movement among neighborhoods, commercial/employment areas, schools, parks, library, and government.</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s) Transportation System Plan UU-01 Boeckman Road Dip Improvements</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

The City Council will consider concurring with the maximum indebtedness and revenue sharing provisions of the proposed Year 2000 Urban Renewal Plan 11th Amendment (Amendment).

EXECUTIVE SUMMARY:

Per City Council direction, staff convened the Urban Renewal Task Force (Task Force) on April 24, 2017 to receive direction on pursuing adding the Boeckman Dip Bridge project to the Year 2000 Urban Renewal Plan (Plan). The area of the Boeckman Dip Bridge project is located within the Plan boundary. The Task Force voted unanimously for staff to proceed with an amendment process to fund the Boeckman Dip Bridge project.

The Wilsonville Urban Renewal Agency (Agency) reviewed the Year 2000 Urban Renewal Plan Amendment (Amendment) on December 4, 2017 and recommended forwarding it to the City Council for adoption.

The Plan amendment includes adding the project to the Plan and increasing the maximum indebtedness by approximately \$14.5 million, from \$92,687,423 to 107,196,524. As such, the amendment is characterized as a substantial amendment and requires concurrence from taxing districts that represent 75% of the total current, permanent tax levies in the district (for example, this could be achieved by receiving concurrence from the City of Wilsonville, Clackamas County, and the West Linn-Wilsonville School District). Concurrence on the existing revenue sharing program is also required.

The West Linn-Wilsonville School District voted for concurrence on January 8, 2018. Clackamas County voted for concurrence on March 29, 2018. With Resolution No. 2686, the Wilsonville City Council considers concurrence with the amendment and on continuing the existing revenue sharing program for the Year 2000 Plan. These three taxing districts represent 75% of the permanent rate levy, complying with state statute.

If adopted, the amended Plan becomes subject to revenue sharing requirements in state statutes. The amount of revenue sharing required by ORS is dependent upon the ratio of annual tax increment revenues to the original frozen base value of the Plan. No revenue sharing is required until annual tax increment revenues exceed 10% of the original maximum indebtedness. For the Year 2000 Plan, the original maximum indebtedness was \$53,851,923. This means that mandatory revenue sharing would begin when tax increment revenues exceed \$5,385,192.

However, the City of Wilsonville already "underlevies" annual tax increment revenue for the Year 2000 Plan, through a self-imposed cap of \$4 million in annual tax increment revenue. Given the City's current policy, the URA would never achieve the level of annual tax increment revenue that would trigger the revenue sharing provisions of ORS. Thus, the district is effectively engaging in a method of revenue sharing that is more generous to affected taxing districts than the system required by ORS.

Exhibit 1 shows the impact of the Year 2000 Plan on the City of Wilsonville Taxing District permanent rate levy, comparing two different scenarios: (1) with the City's existing revenue sharing policy (a \$4 million cap in TIF revenue for the URA) versus (2) the statutory revenue

sharing formula. Both scenarios result in essentially the same aggregate impact to the City of Wilsonville Taxing District through FYE 2026. However, the \$4M cap results in smaller annual impacts for a longer period of time. Note that property tax bills have already been determined for FYE 2018, which is why there is no difference between the two scenarios for the current fiscal year.

Exhibit 1. Impact of Amendment with Existing Revenue Sharing Policy vs. Statutory Revenue Sharing Requirement

FYE	Impact to District, if Amended, with \$4m Cap	Impact to District, if Amended, with Statutory Revenue Sharing	Additional Gain or Loss to District if \$4m Cap is Removed
2018	\$ (740,030)	\$ (740,030)	\$ -
2019	\$ (785,527)	\$ (1,024,617)	\$ (239,090)
2020	\$ (785,527)	\$ (1,059,316)	\$ (273,789)
2021	\$ (792,872)	\$ (1,078,374)	\$ (285,502)
2022	\$ (792,872)	\$ (618,740)	\$ 174,132
2023	\$ (629,950)	\$ -	\$ 629,950
Total	\$ (4,526,778)	\$ (4,521,077)	\$ 5,701

Source: Tiberius Solutions

Upon termination of the URA, all revenue will be distributed to overlapping taxing districts. ORS requires the Report to the Plan Amendment identify the tax revenues for affected taxing districts in the year after the termination of the URA. These numbers are shown in 2 below. These are estimates only; changes in the economy may impact the projections.

Exhibit 2. Tax Revenues After Termination of Tax Increment Financing

Taxing District	Type	Tax Rate	Tax Revenue in FYE 2024 (year after termination)				Total
			From Frozen Base	From Excess Value (Used)	From Excess Value (Not Used)		
General Government							
Clackamas County	Permanent	2.4042	\$ 105,996	\$ 617,788	\$ 605,364	\$ 1,329,148	
City of Wilsonville	Permanent	2.5206	\$ 111,128	\$ 647,699	\$ 634,673	\$ 1,393,500	
County Extension & 4-H	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642	
County Library	Permanent	0.3974	\$ 17,520	\$ 102,117	\$ 100,063	\$ 219,700	
County Soil Conservation	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642	
FD64 TVF&R	Permanent	1.5252	\$ 67,243	\$ 391,919	\$ 384,037	\$ 843,199	
Port of Portland	Permanent	0.0701	\$ 3,091	\$ 18,013	\$ 17,651	\$ 38,755	
Road District 15 Wilsonville	Permanent	0.0000	\$ -	\$ -	\$ -	\$ -	
Srv 2 Metro	Permanent	0.0966	\$ 4,259	\$ 24,823	\$ 24,323	\$ 53,405	
Vector Control	Permanent	0.0065	\$ 287	\$ 1,670	\$ 1,637	\$ 3,594	
<i>Subtotal</i>		<i>7.1206</i>	<i>\$ 313,932</i>	<i>\$ 1,829,725</i>	<i>\$ 1,792,928</i>	<i>\$ 3,936,585</i>	
Education							
West Linn-Wilsonville School District	Permanent	4.8684	\$ 214,637	\$ 1,250,994	\$ 1,225,836	\$ 2,691,467	
Clackamas Community College	Permanent	0.5582	\$ 24,610	\$ 143,436	\$ 140,552	\$ 308,598	
Clackamas ESD	Permanent	0.3687	\$ 16,255	\$ 94,742	\$ 92,837	\$ 203,834	
<i>Subtotal</i>		<i>5.7953</i>	<i>\$ 255,502</i>	<i>\$ 1,489,172</i>	<i>\$ 1,459,225</i>	<i>\$ 3,203,899</i>	
Total		12.9159	\$ 569,434	\$ 3,318,897	\$ 3,252,153	\$ 7,140,484	

The key takeaways regarding the impact of the proposed Amendment to the City of Wilsonville Taxing District are summarized below:

- The amendment will extend the life of the URA by three years to generate sufficient funding for the Boeckman Dip Bridge project. This project will improve the safety of Boeckman Road for all modes of transportation and will help facilitate the future development in the Frog Pond area that will add significant new value to the tax rolls.
- The three-year extension of the URA will impact permanent rate levy tax collections, resulting in approximately \$2.7 million in foregone revenue from the City of Wilsonville Taxing District.
- Although the City is seeking concurrence for approval of an alternative approach to revenue sharing, the City's existing policy to cap tax increment collections at \$4M per year results in a lower annual impact to the City of Wilsonville Taxing District than the statutory formula for revenue sharing.

EXPECTED RESULTS:

The result of the concurrence is one more step towards the completion of the Amendment which would provide the ability to fund the Boeckman Road Dip project, increasing public safety for all modes of transportation and facilitating development of an estimated 1,750 single-family residential units in the Frog Pond urban growth area. Boeckman Road is a primary arterial and one of only three east-west arterials that crosses the City.

TIMELINE:

Once the resolution is adopted, the City Council will have all of the necessary approvals to consider the future action of the ordinance adopting the Amendment to the Year 2000 Urban Renewal Plan.

CURRENT YEAR BUDGET IMPACTS:

Amending the Plan as stated above impacts future tax collections by the City. Tax receipts will not decrease, but rather will increase less than they otherwise would without this Amendment.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/3/2018

COMMUNITY INVOLVEMENT PROCESS:

This project was reviewed by the Urban Renewal Task Force and an Open House was held on January 17, 2018. The Planning Commission, County Commission and City Council meetings were all open public meetings where comment was allowed.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The traffic safety on Boeckman Road will be enhanced as a result of this project. This improvement in safety will benefit the community at large, the citizens who use the neighboring school and will use the future school.

ALTERNATIVES:

There is no other funding source for this project. If concurrence is not approved by the Wilsonville City Council, the Year 2000 Urban Renewal Plan Amendment cannot be processed as currently written.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Resolution No. 2686

RESOLUTION NO. 2686

A RESOLUTION TO CONCUR WITH TWO PROVISIONS OF THE 11TH AMENDMENT TO THE WILSONVILLE YEAR 2000 URBAN RENEWAL AREA.

WHEREAS, the Year 2000 Plan and Report on the Plan were duly adopted and approved by the Wilsonville City Council on August 29, 1990, and has been subsequently amended; and,

WHEREAS, the Wilsonville Urban Renewal Agency (Agency) proposes further the 11th Amendment to the Plan at this time to identify a new project, make changes to the Plan to address the new project, and increase the maximum indebtedness by \$14,509,101; and,

WHEREAS, the Agency pursuant to requirements of ORS Chapter 457 has caused preparation of an Amendment to the Year 2000 Plan (Amendment), attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the Amendment is accompanied by a Report as required under ORS 457.085(3), attached hereto and incorporated herein as **Exhibit B**; and,

WHEREAS, pursuant to ORS 457.220(4) and ORS 457.220(5), the Amendment to increase maximum indebtedness requires concurrence by the overlapping taxing districts as the increase in maximum indebtedness is greater than 20% of the original maximum indebtedness as adjusted by inflation; and

WHEREAS, pursuant to ORS 457.455(1), continuance of the existing revenue sharing agreement program the Wilsonville Urban Renewal Agency has been enacting will require concurrence with overlapping taxing districts; and,

WHEREAS, the concurrence provides specific authority to the Agency to enter into a Revenue Sharing Program Agreement, attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, concurrence is the approval of 75% of the permanent rate levy of the overlapping taxing districts; and

WHEREAS, the Wilsonville Urban Renewal Agency is seeking the approval of the City of Wilsonville; and

NOW THEREFORE, BE IT RESOLVED by the City of Wilsonville City Council that:

1. The City of Wilsonville concurs with the maximum indebtedness increase of \$14,509,101.
2. The City of Wilsonville agrees to continue the existing revenue sharing agreement for the Year 2000 Urban Renewal Area and authorizes the Mayor to execute the attached Revenue Sharing Program Agreement.
3. This resolution takes effect upon its adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of May 2018, and filed with the Wilsonville City Recorder this date.

Scott Starr, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachments:

1. Exhibit A: Year 2000 Urban Renewal Plan 11th Amendment
2. Exhibit B: Report Accompanying the Year 2000 Plan 11th Amendment
3. Exhibit C: Revenue Sharing Agreement

Exhibit A to Resolution No. 2686

Year 2000 Urban Renewal Plan 11th Amendment

Substantial Amendment

The following changes are made to the Year 2000 Urban renewal Plan. Deletions are shown in ~~crossout~~ and additions are shown in *unbolded italics*.

SECTION 404 – Consistency of City’s Comprehensive Plan

Transportation:

The Eleventh Amendment is in conformance with the Transportation section of the Comprehensive Plan as the project to be added to the Plan is a transportation project to allow for a more safe and efficient transportation system.

SECTION 405 – Consistency with Economic Development Policy

The Eleventh Amendment is in conformance with the Economic Development Policy as the project to be added to the Plan is a transportation project to allow for a safer and more efficient transportation system, allowing for continued growth on employment land and improved transportation access for the residential sector to support employment by providing housing opportunities.

SECTION 600 – URBAN RENEWAL ACTIVITIES

601 Urban Renewal Projects and Improvement Activities

A) Roads, Including Utility Work Indicated:

(14) Boeckman Dip Bridge: The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO (American Association of State Highway and Transportation Officials) design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency services to slow in this area. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned above and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and the new Meridian Creek Middle School. Sewer, water, and stormwater utilities will be upgraded or relocated as needed.

602 Acquisition of Real Property

E) Property Which May Be Acquired by Plan Amendment: The Agency has identified the following properties for acquisition pursuant to Section 602 of the Plan:

Summary of Text Changes

Year 2000 Urban Renewal Plan 11th Amendment – Substantial Amendment

Page 1

3) *Portions of the following tax lots may be acquired for additional right-of-way or easements concerning the Boeckman Dip Project (see attached PART TWO EXHIBITS – YEAR 2000 PLAN Exhibit 8).*

- *31W12D 03200*
- *31W12D 03300*
- *31W12D 02700*
- *31W12D 02600*
- *31W13AB15505*
- *31W13B 00100*
- *31W13B 00200*
- *31W13B 00301*
- *31W13B 02402*

SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS

705 **Maximum Amount of Indebtedness** – The maximum amount of indebtedness that may be issued or incurred under the Plan is increased from ~~\$53,851,923.00~~–\$92,687,423.00 by ~~\$38,835,500.00~~ \$14,509,101 to a new total of ~~\$92,687,423~~–\$107,196,524. This is based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion as completion dates were anticipated as of ~~March 1, 2007~~ *October 1, 2017*. The estimates included, but were not limited to, increases in costs due to reasonably anticipated inflation. This amount is the principal of such indebtedness and does not included interest or indebtedness incurred to refund or refinance existing indebtedness. (*Amended by Ordinance No. 498 – June 15, 1998 and Amended by Ordinance No. 639 – August 20, 2007 and Amended by Ordinance No. _____ on _____.*)

PART TWO

EXHIBITS – YEAR 2000 PLAN

8. Potential Parcels to be Acquired for Boeckman Dip Project (portions of these parcels)

EXHIBIT 8

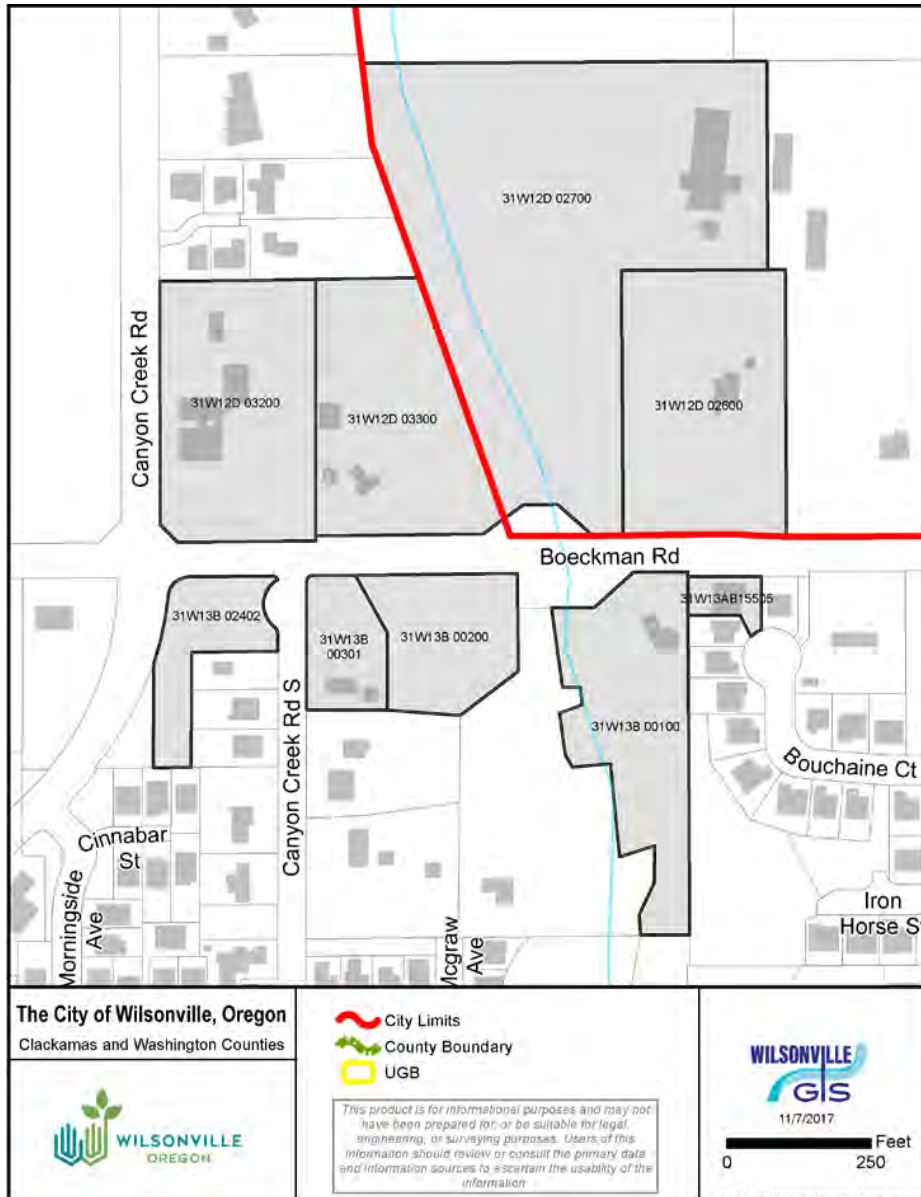


Exhibit B to Resolution No. 2686

**Report Accompanying the Year
2000 Urban Renewal Plan
11th Amendment**

May 21, 2018

Adopted by the City of Wilsonville

May 21, 2018

Ordinance No. 817

Effective June 20, 2018

The Year 2000 Urban Renewal Area

Consultant Team

Elaine Howard Consulting, LLC

Elaine Howard
Scott Vanden Bos

Tiberius Solutions LLC

Nick Popenuk
Ali Danko
Rob Wyman

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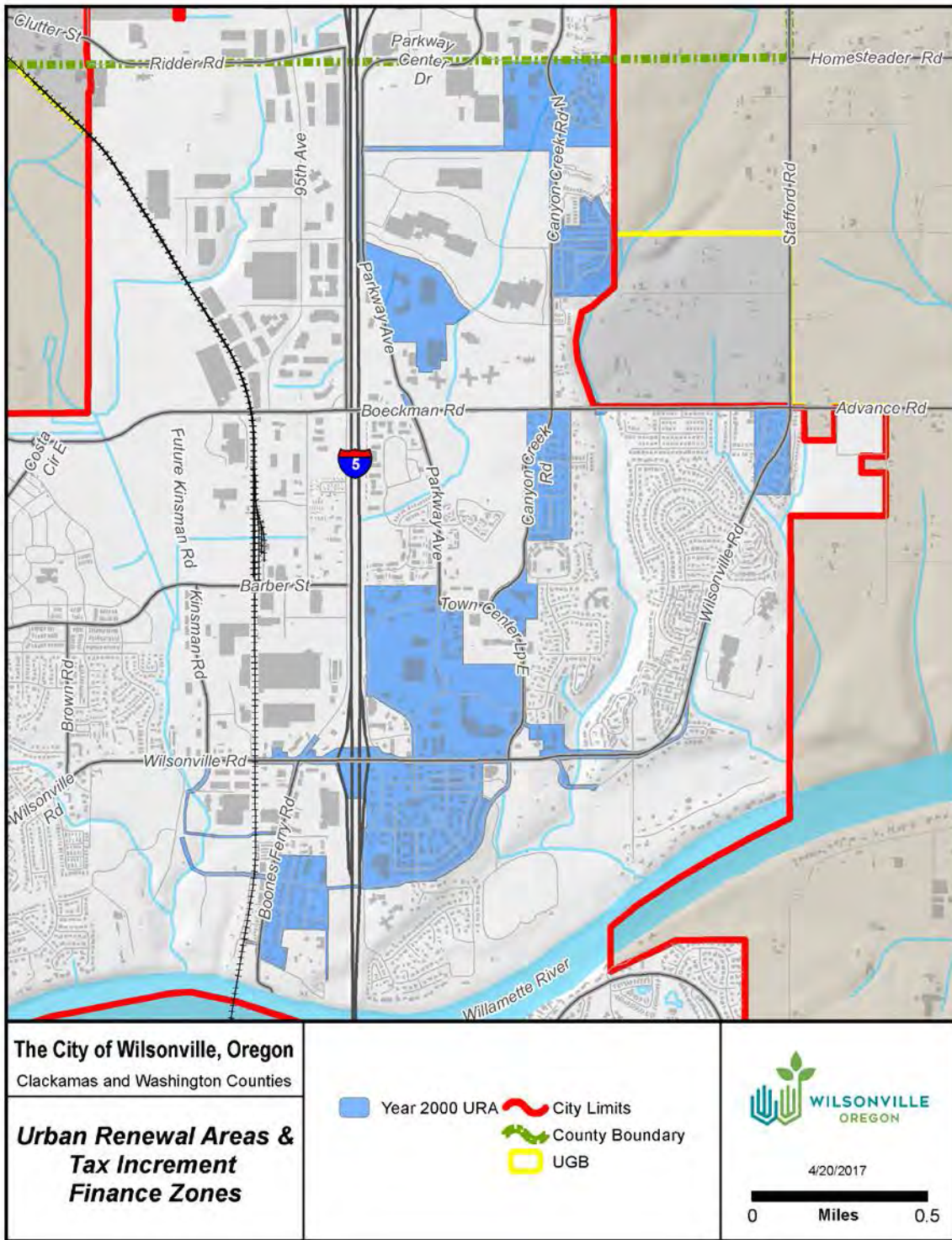
I. INTRODUCTION

The Report on the Year 2000 Urban Renewal Plan Amendment (Report) contains background information and project details that pertain to the Year 2000 Urban Renewal Plan Amendment (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and support the findings made by the City Council as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The format of the Report is based on this statute. The Report documents the existing conditions in the Year 2000 Urban Renewal Area (Area) as they relate to the proposed projects in the Plan.

The Report provides guidance on how the urban renewal plan might be implemented. As the Wilsonville Urban Renewal Agency (Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other changes as allowed in the amendments section of the Plan.

Figure 1 – The Year 2000 Urban Renewal Plan Area Boundary



Source: City of Wilsonville GIS

II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within The Year 2000 Urban Renewal Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Area measures 454.0 total acres in size, encompassing 325.89 acres included in 657 individual parcels, and an additional 128.11 acres in public rights-of-way. An analysis of FYE 2016-2017 property classification data from the Clackamas County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the Area. By acreage, “Commercial land, improved” accounts for the largest land use within the area (34.22%). This is followed by “Multi-family improved” (21.9%), and “Residential improved” (20.22%). The total land uses in the Area, by acreage and number of parcels, are shown in Table 1.

Table 1 – Existing Land Use in Area

Land Use	Parcels	% of	
		Acreage	Acreage
Commercial land, improved	58	111.52	34.22%
Multi-Family, improved	10	71.38	21.90%
Residential land, improved	436	65.88	20.22%
Industrial land, improved	3	25.03	7.68%
Industrial State appraised	2	18.68	5.73%
Commercial land, vacant	12	14.27	4.38%
Residential land, vacant	57	8.73	2.68%
Residential, condominium	73	4.41	1.35%
Tract land, vacant	1	3.60	1.10%
Industrial land, vacant	3	1.82	0.56%
Tract land, improved	1	0.53	0.16%
Multi-Family, vacant	1	0.05	0.02%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017)

2. Zoning Designations

As illustrated in Table 2, the most prevalent zoning designation (27.82%) of the Area by acreage is “Planned Development Commercial Town Center”. The second most prevalent zoning designation is “Planned Development Residential-6”, representing 20.82% of the Area.

Table 2 – Existing Zoning Designations

Zoning	Parcels	% of	
		Acreage	Acreage
Planned Development Commercial Town Center	33	90.65	27.82%
Planned Development Residential-6	40	67.84	20.82%
Planned Development Industrial	57	60.34	18.52%
Planned Development Residential-5	213	28.36	8.70%
Planned Development Residential-3	175	25.96	7.97%
Planned Development Commercial	32	25.83	7.93%
Residential Agriculture Holding - Residential	83	19.50	5.98%
Residential	13	3.92	1.20%
Planned Development Residential-4	6	2.56	0.79%
Residential Agriculture Holding - Public	2	0.55	0.17%
Residential Agriculture-Holding	3	0.38	0.12%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

3. Comprehensive Plan Designations

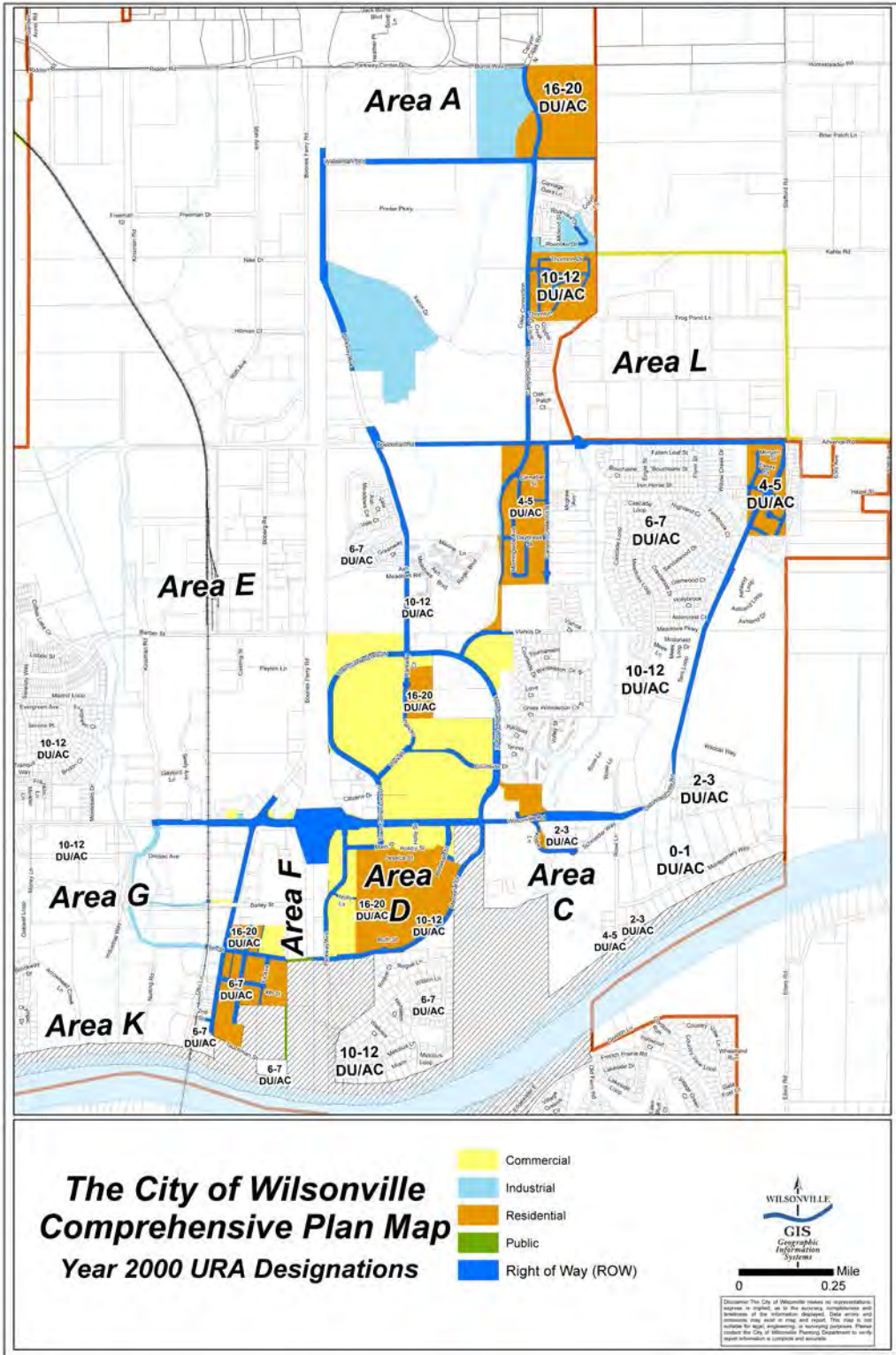
As illustrated in Table 3, the most prevalent comprehensive plan designation (45.58%) of the Area by acreage is “Residential”. The second most prevalent comprehensive plan designation is “Commercial”, representing 35.74% of the Area.

Table 3 – Existing Comprehensive Plan Designations

Comprehensive Plan Designation	Parcels	% of	
		Acreage	Acreage
Residential	533	148.53	45.58%
Commercial	65	116.47	35.74%
Industrial	57	60.34	18.52%
Public	2	0.55	0.17%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

Figure 2 – Area Comprehensive Plan Designations



Source: City of Wilsonville There are two public designated parcels in the Area, however, they are so small they do not show up on the map.

B. Infrastructure

This section identifies the existing conditions in the Area to assist in establishing blight. There are projects listed in several City of Wilsonville infrastructure master plans that relate to these existing conditions. **This does not mean that all of these projects are included in the Plan.** The specific projects that are included in the Plan are listed in Sections IV and V of this Report.

1. Transportation

The following are capital projects in the Area from the City of Wilsonville Transportation Systems Plan:

Project ID	Project Name	Project Description	Cost
SI-04	Wilsonville Road/Town Center Loop West Intersection Improvements	Widen the north leg of the intersection and install a second southbound right-turn lane (dual lanes).	\$500,000
BW-08	Town Center Loop Pedestrian, Bicycle, and Transit Improvements	Create more direct connections between destinations within Town Center area, improve accessibility to civic uses and transit stops, retrofit sidewalks with curb ramps, highlight crosswalks with colored pavement, and construct similar treatments that support pedestrian, bicycle, and transit access and circulations; also construct shared-use path along Town Center Loop West from Wilsonville Road to Parkway Avenue and restripe Town Center Loop East from Wilsonville Road to Parkway Avenue to a three-lane cross-section with bike facilities	\$500,000
BW-09	Town Center Loop Bike/Pedestrian Bridge	Construct bike/pedestrian bridge over I-5 approximately aligned with Barber Street to improve connectivity of Town Center area with businesses and neighborhoods on west side of I-5; include aesthetic design treatments	\$4,000,000
UU-01	Boeckman Road Dip Improvements	Upgrade at vertical curve east of Canyon Creek Road to meet applicable cross-section standards (i.e., 3 lanes with bike lanes, sidewalks, and transit stop improvements); options should also be considered to make connections to the regional trail system and to remove the culvert and install a bridge	\$12,220,000
LT-P4	Canyon Creek Trail	Shared Use Path from Canyon Creek Park to Boeckman Creek Trail providing connectivity to the neighborhoods to the south	\$200,000

2. Water

The following are capital projects in the Area from the City of Wilsonville's Water Master Plan:

Project ID	Description	Total Estimated Cost
168	10-inch Loop (Appts E. of Canyon Creek/Burns)	\$41,000
169	8-inch Loop between Vlahos and Canyon Creek	\$42,000
260	10-inch Extension on 4th Street (E. of Fir)	\$69,000
261	8-inch Loop - Magnolia to Tauchman	\$59,000
271	8-inch Loop near Parkway Center/Burns	\$66,000
273	12-inch Loop crossing Boeckman	\$16,000
274	8-inch Loop at Holly/Parkway	\$56,000
285	8-inch Upgrade on Boones Ferry Road (south of 2nd Street)	\$44,000
*	Pipeline and Valve Replacement (Annual Budget for 20-year planning period)	\$173,000
*	Meter Replacement (Annual Budget for 20-year Planning Period)	\$50,000

3. Stormwater

The following are projects in the Area from the City of Wilsonville's Stormwater Master Plan (please note that CMP is corrugated metal pipe):

Project ID	Project Name	Project Location	Existing Conditions	Proposed Solution	Cost Estimate
BC-8	Canyon Creek Estates Pipe Removal	Colvin Lane in Canyon Creek Estates	Erosion is occurring upstream and downstream of an existing culvert in the channel. Side slopes of the channel are steep, which enhances natural erosion.	Removal of the culvert and rehabilitation of the creek channel are proposed to fix existing and future channel erosion. Planting of vegetation following removal of the culvert will need to include techniques that strengthen the creek banks through bio-engineering, such as live stakes made from live cuttings of plants that enhance bank stability or other reinforcing techniques.	\$129,504
BC-5	Boeckman Creek Outfall Realignment	Boeckman Creek, north of SW Wilsonville Road	An 18-inch CMP outfall to Boeckman Creek that drains approximately 11 acres, about 300 feet north of Wilsonville Road, is installed perpendicular to the creek and discharges to a bubbler structure about 3 feet high. Water builds up in the pipe until it flows out of the top of the structure. Some erosion is occurring around the bubbler structure resulting from water dropping out of the top of the structure under pressure.	Realign the last few segments of the pipe and remove the bubbler structure. The pipe would be realigned to allow water to discharge downstream in the direction of the creek flow, reducing the erosion occurring at the outfall. Along with the riprap for energy dissipation and vegetation for stability of the riparian area, this project would assist in stabilizing the outfall.	\$38,441
ST-7	Boeckman Creek at Boeckman Road Stormwater Study	Boeckman Creek at Boeckman Road	Boeckman Creek at Boeckman Road is currently being used as a water control structure for upstream developments.	Boeckman Road may be replaced with a bridge structure, which would affect the detention facility. This study would evaluate options and identify alternatives for regional detention for upstream drainage.	\$57,000

4. Sanitary Sewer

The following are projects in the Area from the City of Wilsonville's Wastewater Master Plan (please note that LF is linear feet):

Project ID	Name	Description	Project Limits	Estimated Cost
CIP-09	Parkway Interceptor	Gravity - Pipe Upsizing. 4,540 LF 12" pipe; 150 LF 15" pipe	From Elligsen Road to Boeckman Road	\$4,360,000
CIP-05	Boeckman Interceptor Phase 1	Gravity - Pipe Upsizing. 2,320 LF 18" pipe; 920 LF 21" pipe; 970 LF 24" pipe	From High School Interceptor to Memorial Park Pump Station	\$4,270,000
CIP-06	Boeckman Interceptor Phase 2	Gravity - Pipe Upsizing. 3,760 LF 18" pipe	From Boeckman Road to High School Interceptor	\$3,240,000
CIP-12	Memorial Drive Flow Splitter Structure	Flow Splitter Structure - Replacement. Replace Diversion Structure	I-5 Downstream of Memorial Park Pump Station	\$150,000
CIP-16*	Pipe Replacement (0 To 5 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-17	Town Center Loop Pump Station	Pump Station - Replacement. Replace Pump Station	Existing pump station	\$440,000
CIP-19	Boones Ferry Park Grinder Pump	Pump Station - Restroom Grinder Pump. New grinder pump for park restrooms	Boones Ferry Park	\$30,000
CIP-22*	Pipe Replacement (6 To 10 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-25*	Pipe Replacement (11 To 20 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-33	Frog Pond/Advance RD Urban Reserve Area - SW Boeckman Road	Gravity - New Pipe. 2,800 LF 18" pipe	From Stafford Road to Boeckman Creek	\$4,170,000

5. Parks and Open Space

The following was reported by Jordan Vance, Economic Development Manager:

“The City’s Bicycle & Pedestrian Master Plan, Dec. 2006, recommends adding the Boeckman Creek Trail and describes it as ‘a critical piece of the potential regional trail loop around Wilsonville, linking to Memorial Park to the South, the Tonquin Trail to the West, and the Stafford Spur Trail to the East. Establishing the Boeckman Creek Trail as a regional trail would increase its usage, provide a much-needed north-south bikeway/walkway corridor and offer an amazing community amenity. This would entail adding a hard surface to facilitate non-motorized travel by wheeled vehicles such as wheelchairs, bicycles, inline skates, and skateboards.’

The City’s Frog Pond West Master Plan (July 2017) and Financing Plan includes further discussion regarding the need for the Boeckman Bridge, upgrades to the Boeckman Interceptor and extending the Boeckman Creek Trail into Frog Pond, ‘The Boeckman Creek Regional Trail will be both a neighborhood amenity and a key pedestrian connection to adjacent areas. South of Boeckman Road, the trail will run within the creek canyon along the sewer line easement. After passing under the future Boeckman Road bridge (which will span the “dip”), the trail will climb to the top of the bank and run along the edge of the vegetated corridor/SROZ and the western edge of the Frog Pond West neighborhood.’”

C. Social Conditions

Data from the US Census Bureau are used to identify social conditions in the Area. The geographies used by the Census Bureau to summarize data do not strictly conform to the Plan Area. As such, the Census Bureau geographies that most closely align to the Plan Area are used, which, in this case, is Block Group 1, Census Tract 227.10 and Block Group 1, Census Tract 244. Within the Area, there are 554 tax lots shown as residential use. According to the US Census Bureau, American Community Survey (ACS) 2010-14, the block groups have 5,816 residents, 87% of whom are white.

Table 4 – Race in the Area

Race	Number	Percent
White alone	5,053	87%
Black or African American alone	67	1%
American Indian and Alaska Native alone	92	2%
Asian alone	375	6%
Native Hawaiian and Other Pacific Islander alone	25	0%
Some other race alone	-	0%
Two or more races	204	4%
Total	5,816	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

The largest percentage of residents in the block groups are between 25 to 34 years of age (22%).

Table 5 – Age in the Area

Age	Number	Percent
Under 5 years	339	6%
5 to 9 years	578	10%
10 to 14 years	324	6%
15 to 17 years	230	4%
18 to 24 years	520	9%
25 to 34 years	1,256	22%
35 to 44 years	977	17%
45 to 54 years	691	12%
55 to 64 years	524	9%
65 to 74 years	282	5%
75 to 84 years	37	1%
85 years and over	58	1%
Total	5,816	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 41% of adult residents have earned a bachelor's degree or higher. Another 41% have some college education without a degree, and another 17% have graduated from high school with no college experience.

Table 6 – Educational Attainment in the Area

Education	Number	Percent
Less than high school	96	3%
High school graduate (includes equivalency)	642	17%
Some college	1,215	32%
Associate's degree	338	9%
Bachelor's degree	943	25%
Master's degree	449	12%
Professional school degree	103	3%
Doctorate degree	39	1%
Total	3,825	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 24% of commuters drove less than 10 minutes to work, and another 21% of commuters drove 10 to 19 minutes to work.

Table 7 – Travel Time to Work in the Area

Travel time to work	Number	Percent
Less than 10 minutes	736	24%
10 to 19 minutes	657	21%
20 to 29 minutes	458	15%
30 to 39 minutes	677	22%
40 to 59 minutes	460	15%
60 to 89 minutes	53	2%
90 or more minutes	25	1%
Total	3,066	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

Of the means of transportation used to travel to work, the majority, 72%, drove alone with another 12% carpooling.

Table 8 – Means of Transportation to Work in the Area

Means of Transportation to Work	Number	Percent
Drove alone	2,467	72%
Carpooled	397	12%
Public transportation (includes taxicab)	106	3%
Motorcycle	-	0%
Bicycle	-	0%
Walked	73	2%
Other means	23	1%
Worked at home	375	11%
Total	3,441	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

D. Economic Conditions

1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Clackamas County Department of Assessment and Taxation for FYE 2017, including all real, personal, manufactured, and utility properties, is estimated to be \$438,251,352 of which \$44,087,806 is frozen base and \$394,163,546 is excess value above the frozen base.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 10 below shows the improvement to land ratios for properties within the Area. One hundred and forty-six parcels in the area (17.79% of the acreage) have I:L ratios of 1.0 or less. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the Area is greater than or equal to 2.0. Only 269 of the 657 parcels in the Area, totaling 57.68% of the acreage have I:L ratios of greater than or equal to 2.0 in FYE 2017. In summary, the Area is underdeveloped and not contributing significantly to the tax base in Wilsonville.

Table 10 – I:L Ratio of Parcels in the Area

Improvement/Land Ratio	Parcels	Acres	% Total Acres
No Improvement Value	90	32.98	10.12%
0.01-0.50	17	9.34	2.87%
0.51-1.00	39	15.64	4.80%
1.01-1.50	63	30.63	9.40%
1.51-2.00	179	49.34	15.14%
2.01-2.50	143	58.00	17.80%
2.51-3.00	33	21.19	6.50%
3.01-4.00	9	14.91	4.58%
> 4.00	84	93.86	28.80%
Total	657	325.89	100.00%

Source: Calculated by Tiberius Solutions LLC with data from Clackamas County Department of Assessment and Taxation (FYE 2017)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The project being considered for future use of urban renewal funding is a transportation project. The use of urban renewal funding for this project provides an alternative funding source besides the City of Wilsonville's General Fund, the Road Operating Fund (gas tax), or system development charges (SDCs).

The financial impacts from tax increment collections will be countered by providing improved infrastructure to serve an area of the city scheduled for future residential development to augment the city's existing housing stock.

III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the Area has not changed since inception of the urban renewal plan: to cure blight within the Area.

IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The project identified for the 11th amendment to the Year 2000 Urban Renewal Area is described below, including how it relates to the existing conditions in the Area.

Report on The Year 2000 Urban Plan 11th Amendment

A. Transportation Improvements

1. **Boeckman Road Dip \$14,000,000** – The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned in the existing conditions below and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and to the new Meridian Creek Middle School. The TSP project cost estimate was updated for this report.

Existing conditions: Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency service vehicles to slow in this area.

V. THE ANTICIPATED COMPLETION DATE FOR THE PROJECT

The schedule for construction of projects will be based on the availability of funding. The project will be ongoing and will be completed as directed by the Agency. Annual expenditures for project administration and finance fees are also shown below.

The Area is anticipated to complete the project and have sufficient tax increment finance revenue to terminate the district in FYE 2023. The projections indicate spending on the Boeckman Dip Bridge project will be completed in FYE 2022. The projections in the financial model assume 3.1% annual growth in the assessed value of real property and a 1.0% change in personal and manufactured property, with no change in utility property.

Estimated annual expenditures by project category are shown in Table 11. All costs shown in Table 11 are in year-of-expenditure dollars, which are adjusted by 3% annually to account for inflation. The Agency may change the completion dates in its annual budgeting process or as project decisions are made in administering the Plan.

Table 11 – Projects and Costs in Year of Expenditure Dollars

URA PROJECTS FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Resources						
Beginning Balance		\$ 1,808,885	\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988
Interest Earnings	\$ 71,748	\$ 18,089	\$ 30,115	\$ 18,237	\$ 2,547	\$ 2,760
Inter-Agency Loan	\$ 22,810,686	\$ 3,000,000	\$ 5,300,000	\$ 9,700,000	\$ 3,589,434	\$ 1,221,252
Bond/Loan Proceeds	\$ 2,900,000	\$ -	\$ -	\$ -	\$ 2,900,000	\$ -
Other	\$ -					
Total Resources	\$ 25,782,434	\$ 4,826,974	\$ 8,341,643	\$ 11,541,901	\$ 6,746,669	\$ 1,500,000
Expenditures (YOE \$)						
(Old Town Esc) East West connector	\$ (7,000,000)	\$ (1,100,000)	\$ (3,200,000)	\$ (2,700,000)		
Old Town Street Improvements	\$ (1,868,300)	\$ -	\$ (1,245,533)	\$ (622,767)		
Town Center Planning	\$ (118,000)	\$ (88,000)	\$ (20,000)	\$ (5,000)	\$ (5,000)	
Livability Projects	\$ (2,288,700)	\$ -		\$ (1,769,000)	\$ (519,700)	
Park Improvements	\$ (25,000)		\$ (25,000)			
Boeckman Dip Bridge	\$ (14,000,000)		\$ (1,400,000)	\$ (5,600,000)	\$ (5,600,000)	\$ (1,400,000)
Canyon Creek	\$ -					
Financing Fees	\$ (25,000)				\$ (25,000)	
Project Management and Admin	\$ (2,266,319)	\$ (627,446)	\$ (627,446)	\$ (590,446)	\$ (320,981)	\$ (100,000)
Total Expenditures	\$ (27,591,319)	\$ (1,815,446)	\$ (6,517,979)	\$ (11,287,213)	\$ (6,470,681)	\$ (1,500,000)
Ending Balance		\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988	\$ -

Source: Tiberius Solutions LLC

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 12 shows the allocation of tax increment revenues to debt service and loans to the project fund.

It is anticipated that all debt will be retired by FYE 2023 (any outstanding debt will be repaid). The total maximum indebtedness is \$107,196,524, increased from \$92,687,423 by \$14,509,101.

The increase in maximum indebtedness requires concurrence according to ORS 457.220 which limits the increase in maximum indebtedness to 20% of the initial maximum indebtedness as increased annually by inflation. The initial maximum indebtedness of the Year 2000 Plan was \$53,851,923. To adjust the initial maximum indebtedness, the City’s consultant used a 3.0% inflation factor as used in other plans. The inflated maximum indebtedness number used for the 20% calculation was \$94,429,673, and 20% of that was \$18,885,935. That \$18,885,935 added to the original maximum indebtedness yields a potential new maximum indebtedness of \$72,737,858 that would not require concurrence. However, the maximum indebtedness of the Year 2000 Plan is already \$92,687,432, greater than \$72,737,858. This means any change to maximum indebtedness will require concurrence, as the Area’s current maximum indebtedness exceeds the 20% threshold.

Table 12 – Potential Maximum Indebtedness Increases and Concurrence

Present MI		Potential New MI	
\$92,687,432		\$72,737,858	
Initial MI			
\$53,851,923			
Inflation factor		3%	
		Potential MI Increase	Potential MI Plus Initial MI
1-Jul-99	\$55,467,481		
2000	\$57,131,505		
2001	\$58,845,450		
2002	\$60,610,814		
2003	\$62,429,138		
2004	\$64,302,012		
2005	\$66,231,073		
2006	\$68,218,005		
2007	\$70,264,545		
2008	\$72,372,481		
2009	\$74,543,656		
2010	\$76,779,965		
2011	\$79,083,364		
2012	\$81,455,865		
2013	\$83,899,541		
2014	\$86,416,528		
2015	\$89,009,023		
2016	\$91,679,294		
2017	\$94,429,673	\$18,885,935	\$72,737,858

Source: Elaine Howard Consulting LLC

Of the \$107,196,524 maximum indebtedness, it is estimated that \$81,385,000 has been used through the end of FYE 2017. The estimated total amount of tax increment revenues required

to service the remaining maximum indebtedness of \$25,811,524 is \$23,327,472 and is made up of tax increment revenues from permanent rate levies. The reason the amount of tax increment revenues needed to service the remaining maximum indebtedness is less than the remaining maximum indebtedness is because the Tax Increment Finance (TIF) Fund has a beginning balance of \$5,478,203 which has not been converted to debt, and does not yet count against the maximum indebtedness.

The finance plans shown in Table 11 and 13 assume Inter-Agency loans from the City, as well as a new bank loan in FYE 2021 to finance a portion of the cost of the Boeckman Dip Bridge project, as well as to refinance outstanding debt. The interest rate for the new bank loan is estimated at 3.25% with a five-year term. Under this assumption, the existing 2010 Bank of America loan is estimated to be paid off in 2021. The assumed financing plan maintains a debt service coverage ratio of at least 1.5 x total annual debt service payments. Although the assumption is the new loan would have a five-year term, it is anticipated there would be sufficient tax increment finance revenues to pay off the loan early, in FYE 2023, and cease collecting tax increment revenues in that year. It may be noted that the debt service coverage ratio in 2023 is not above 1.5, but that is only because the loan is being paid off early, and the payment being made is substantially larger than the payment required.

The time frame of urban renewal is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If the economy is slower, it may take longer; if the economy is more robust than the projections, it may take a shorter time period. The Agency may decide to issue bonds or take on loans on a different schedule, and that will alter the financing assumptions. These assumptions show one scenario for financing and that this scenario is financially feasible.

Table 13 – Tax Increment Revenues and Allocations to Debt Service

TAX INCREMENT FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
Resources							
Beginning Balance		\$ 8,996,568.00	\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00
Interest Earnings	\$ 290,248	\$ 89,966.00	\$ 93,266.00	\$ 75,954.00	\$ 14,522.00	\$ 2,500.00	\$ 14,040.00
TIF: Current Year	\$ 22,877,472	\$ 3,759,148.00	\$ 3,994,901.00	\$ 3,994,901.00	\$ 3,987,785.00	\$ 3,987,785.00	\$ 3,152,952.00
TIF: Prior Years	\$ 450,000	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Bond and Loan Proceeds					\$ 4,785,000.00		
Total Resources	\$ 23,617,720	\$ 12,920,682.00	\$ 13,489,799.00	\$ 11,741,266.00	\$ 10,314,485.00	\$ 4,315,285.00	\$ 4,645,974.00
Expenditures							
<i>Debt Service</i>							
Series 2010 - B of A	\$ (6,562,526)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (4,785,000.00)	\$ -	\$ -
New Loan and Refinancing	\$ (8,026,076)	\$ -	\$ -	\$ -	\$ (1,690,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
Total Debt Service	\$ (14,588,602)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (6,475,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
<i>Debt Service Coverage Ratio</i>		6.33	6.72	6.78	2.36	2.36	0.68
Inter-Agency Loan	\$ (22,810,686)	\$ (3,000,000.00)	\$ (5,300,000.00)	\$ (9,700,000.00)	\$ (3,589,434.00)	\$ (1,221,252.00)	\$ -
Total Expenditures	\$ (37,399,288)	\$ (3,594,050.00)	\$ (5,894,388.00)	\$ (10,289,088.00)	\$ (10,064,485.00)	\$ (2,911,303.00)	\$ (4,645,974.00)
Ending Balance		\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00	\$ -

Source: Tiberius Solutions LLC

VII. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FYE 2023, as shown above, are based on projections of the assessed value of development within the Area and the consolidated tax rate that will apply in the Area. The assumptions include assumed growth in assessed value of 3.1% for real property and 1.0% for personal and manufactured property, derived from a combination of appreciation of existing property values and new construction. No change in value for utility property is assumed.

Additionally, our analysis assumes \$8,975,000 of exception value would be added to the tax roll in FYE 2021, based on a current development proposal in the Area that the City believes is likely to occur.

Table 14 shows the projected incremental assessed value, tax rates and tax increment revenues each year, adjusted for discounts, delinquencies, and compression losses. These projections of increment are the basis for the projections in Tables 11 and 13. Gross TIF is calculated by multiplying the tax rate times the excess value. The tax rate is per thousand dollars of value, so the calculation is “tax rate times excess value divided by one thousand.” The consolidated tax rate includes permanent tax rates and includes one general obligation bond issued by Clackamas Community College. This bond will be impacted through FYE 2020, which is when the bond is scheduled to be repaid in full.

In June 2007, the Agency adopted a resolution to limit future tax increment collections to \$4,000,000 annually (URA Resolution 156) in the Year 2000 Urban Renewal Area. This was originally achieved by reducing the acreage of the URA each year, but the City of Wilsonville instead began under-levying by reducing increment assessed value used when state legislation passed in 2009 to allow it.

Now, each year, the City of Wilsonville uses the UR-50 form to notify the Clackamas County Assessor how much increment value to use. Since FYE 2014, the City of Wilsonville has chosen to use \$303 million in increment each year, which results in TIF revenue of around \$4 million. However, because the consolidated tax rate is decreasing due to expiring bond rates, using \$303 million in increment will not generate \$4 million in TIF revenue in upcoming years. Therefore, our analysis assumes using \$322 million for FYE 2019 and 2020, \$325 million for FYE 2021 and beyond.

Using this increment value should provide TIF revenue very close to \$4 million per year, but the exact amount will depend on adjustments, including discounts for early payment, delinquent taxes, and truncation loss due to rounding. That number is shown in the “Increment Used” column in Table 14. To show the amount of the underlevy each year, Table 14 also includes a “Total Gross TIF” column, which is the amount of tax increment revenues that could have been collected from the “Total Increment” column. The “Total Gross TIF” column less the “Underlevy” column nets the “Gross TIF for URA” column. That gross number is then adjusted for delinquencies to arrive at a “Net TIF for URA”. It is this number, “Net TIF for URA”, that is intended to be no more than \$4,000,000 per year, per direction from the Agency.

Table 14 – Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Assessed Value				Tax Rate	Tax Increment Finance				
	Total	Frozen Base	Total Increment	Increment Used		Total Gross TIF	Underlevy	Gross TIF for URA Adjustments	Net TIF for URA	
2018	\$451,880,969	\$44,087,806	\$407,793,163	\$303,000,000	13.0594	\$5,325,534	(\$1,368,536)	\$3,956,998	(\$197,850)	\$3,759,148
2019	\$465,934,467	\$44,087,806	\$421,846,661	\$322,000,000	13.0595	\$5,509,106	(\$1,303,947)	\$4,205,159	(\$210,258)	\$3,994,901
2020	\$480,425,029	\$44,087,806	\$436,337,223	\$322,000,000	13.0595	\$5,698,346	(\$1,493,187)	\$4,205,159	(\$210,258)	\$3,994,901
2021	\$504,342,110	\$44,087,806	\$460,254,304	\$325,000,000	12.9159	\$5,944,599	(\$1,746,931)	\$4,197,668	(\$209,883)	\$3,987,785
2022	\$520,017,276	\$44,087,806	\$475,929,470	\$325,000,000	12.9159	\$6,147,057	(\$1,949,389)	\$4,197,668	(\$209,883)	\$3,987,785
2023	\$536,179,643	\$44,087,806	\$492,091,837	\$256,962,100	12.9159	\$6,355,809	(\$3,036,912)	\$3,318,897	(\$165,945)	\$3,152,952

Source: Tiberius Solutions LLC

Notes: TIF is tax increment revenues. Tax rates are expressed in terms of dollars per \$1,000 of assessed value.

VIII. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts due to the Amendment and are estimated through FYE 2023, and are shown in Tables 15a and 15b. Tables 16a and 16b indicate projections of impacts to the taxing districts if there were no Amendment. These impacts through 2019 would have been the same with or without the Amendment, but in 2020 and beyond, there are additional impacts to taxing districts because the Amendment increases the maximum indebtedness, and increases the length of time required to pay off the debt.

The West Linn Wilsonville School District and the Clackamas Education Service District revenues from permanent tax levies are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues from permanent rate levies are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone due to the use of tax increment financing, are replaced with State School Fund revenues, as determined by a funding formula at the State level.

Tables 15a and 15b show the projected impacts to permanent rate levies of taxing districts as a result of this Plan Amendment. Table 15a shows the general government levies, and Table 15b shows the education levies. Please note that impacts on these tables start in FYE 2020, when the new Maximum Indebtedness begins to be used. Tables 16a and 16b show the projected impacts to permanent rate levies of taxing districts if there were no Amendment. Table 16a shows the general government levies, and Table 16b shows the education levies.

Typically, in an urban renewal plan amendment, the increase in maximum indebtedness is equal to or less than the total impacts to taxing jurisdictions due to the amendment. However, in this Amendment that is not the case. There are two factors impacting taxing districts in a plan amendment that increases maximum indebtedness: 1) the dollars that are paying for projects (included in the maximum indebtedness number); and 2) the dollars paying the interest for the debt incurred to pay for the projects (not included in the maximum indebtedness number). Usually when a plan is amended to increase the maximum indebtedness, more debt is incurred, and as such, the amount of interest paid over the life of the Plan increases. That is not projected to be the case in this Plan. In fact, due to the refinancing of a loan, the amount of interest paid over the life of this Plan is projected to decrease, and decrease enough that it causes the overall impact to the taxing districts due to the Amendment to be less than the increase in maximum indebtedness due to the Amendment.

General obligation bonds and local option levies are impacted by urban renewal if they were originally approved by voters in an election prior to October 6, 2001, and if there are tax

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compression impacts under Measure 5. There are no local option levies approved prior to October 6, 2001 that will still be in effect in the Area at the time that tax increment revenues begin to be collected. There is one bond that will be impacted. The impact of the URA on the bond rate is estimated to be less than \$0.01 per \$1,000 of assessed value. This will result in a very minor increase in property taxes for property owners. Table 17 shows the impacts through the scheduled termination of the bond in FYE 2020. Over the three-year period, for a property with an assessed value of \$100,000, the total cumulative impact would be \$0.39 in increased taxes imposed, as shown in Table 17.

Measure 5 limits property taxes from permanent rates and local option levies to \$10 per \$1,000 real market value for general government and \$5 per \$1,000 real market value for education. For each individual property where the property tax rate exceeds these limits, the property's tax bill is reduced, or compressed, first by decreasing local option levies, and then by decreasing permanent tax rates. Although the presence of urban renewal does not increase the overall tax rate in a jurisdiction, urban renewal is considered its own line item as a general government rate when evaluating the Measure 5 limits. Therefore, all other tax rates, in both general government and education, are slightly reduced to account for this. These reduced rates are called urban-renewal adjusted rates.

When an urban renewal area expires, all the adjusted rates will return to their slightly higher unadjusted rates. The education permanent tax rates and local option levies will increase. The aggregate education tax rate in this area already exceeds the \$5 per \$1,000 of assessed value, and in recent years, many properties experienced compression losses due to the Measure 5 limits. The increase in education tax rates due to the eventual termination of the URA may further increase compression losses for education. Since local option levies are compressed first in any situation where the Measure 5 limit is exceeded, they are at the greatest risk of a reduction in revenue. Therefore, in this urban renewal area, the West-Linn Wilsonville School District local option levy has the highest risk of increased compression when the urban area expires.

The potential concern over compression loss is being monitored by the City of Wilsonville and the School District. Increases in real market values of properties in recent years has alleviated much of the compression losses the School District experienced in years past. If the closure of the URA appears as if it will have significant impact on School District compression losses, the URA is prepared to phase out the collection of TIF revenue more slowly, resulting in a more gradual financial impact on the School District.

Table 18 indicates the projected tax revenue to taxing districts in FYE 2024, once urban renewal is terminated. Table 18 breaks the excess value created by the urban renewal area into two categories, "Used" and "Not Used." The "Used" category refers to the excess value that the Agency used to generate their tax increment revenues. The "Not Used" category refers to the excess value that was created in the urban renewal area, but not used for calculations determining tax increment revenues due to the Agency's decision to under-levy on an annual basis.

Table 15a – Projected Impact of Amendment on Taxing District Permanent Rate Levies - General Government -

FYE	County									Subtotal Gen. Govt.
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (495,222)	\$ (519,198)	\$ (10,299)	\$ (81,857)	\$ (10,299)	\$ (314,164)	\$ (14,439)	\$ (19,898)	\$ (1,339)	\$ (1,466,715)
2021	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2022	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2023	\$ (600,860)	\$ (629,950)	\$ (12,496)	\$ (99,319)	\$ (12,496)	\$ (381,179)	\$ (17,519)	\$ (24,142)	\$ (1,624)	\$ (1,779,585)
Total	\$ (2,608,598)	\$ (2,734,892)	\$ (54,251)	\$ (431,186)	\$ (54,251)	\$ (1,654,867)	\$ (76,058)	\$ (104,812)	\$ (7,053)	\$ (7,725,968)

Source: Tiberius Solutions LLC – note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Table 15b – Projected Impact of Amendment on Taxing District Permanent Rate Levies – Education

FYE	West Linn- Wilsonville School District				Subtotal Education	Total All
	Clackamas Community College Permanent	Clackamas ESD Permanent				
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (1,002,802)	\$ (114,979)	\$ (75,946)	\$ (1,193,727)	\$ (2,660,442)	\$ (2,660,442)
2021	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)	\$ (4,062,786)
2022	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)	\$ (4,062,786)
2023	\$ (1,216,714)	\$ (139,506)	\$ (92,146)	\$ (1,448,366)	\$ (3,227,951)	\$ (3,227,951)
Total	\$ (5,282,294)	\$ (605,657)	\$ (400,046)	\$ (6,287,997)	\$ (14,013,965)	\$ (14,013,965)

Source: Tiberius Solutions LLC note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Please refer to the explanation of the schools funding in the preceding section

Table 16a – Projected Impact Plan on Taxing District Permanent Rate Levies - General Government – Without Amendment

FYE	County									Subtotal Gen. Govt.
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	
2018	\$ (705,856)	\$ (740,030)	\$ (14,680)	\$ (116,674)	\$ (14,680)	\$ (447,788)	\$ (20,581)	\$ (28,361)	\$ (1,908)	\$ (2,090,558)
2019	\$ (749,252)	\$ (785,527)	\$ (15,582)	\$ (123,847)	\$ (15,582)	\$ (475,318)	\$ (21,846)	\$ (30,105)	\$ (2,026)	\$ (2,219,085)
2020	\$ (254,030)	\$ (266,329)	\$ (5,283)	\$ (41,990)	\$ (5,283)	\$ (161,154)	\$ (7,407)	\$ (10,207)	\$ (687)	\$ (752,370)
Total	\$ (1,709,138)	\$ (1,791,886)	\$ (35,545)	\$ (282,511)	\$ (35,545)	\$ (1,084,260)	\$ (49,834)	\$ (68,673)	\$ (4,621)	\$ (5,062,013)

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 16b – Projected Impact on Taxing District Permanent Rate Levies – Education – Without Amendment

FYE	West Linn- Wilsonville School District	Clackamas Community College	Clackamas ESD	Subtotal	Total
	Permanent	Permanent	Permanent	Education	All
2018	\$ (1,429,328)	\$ (163,884)	\$ (108,248)	\$ (1,701,460)	\$ (3,792,018)
2019	\$ (1,517,202)	\$ (173,959)	\$ (114,903)	\$ (1,806,064)	\$ (4,025,149)
2020	\$ (514,400)	\$ (58,980)	\$ (38,957)	\$ (612,337)	\$ (1,364,707)
Total	\$ (3,460,930)	\$ (396,823)	\$ (262,108)	\$ (4,119,861)	\$ (9,181,874)

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 17 - Projected Impact of GO Bonds

FYE	GO Bond Tax Rate (per \$1,000 AV)			Property Tax Paid per \$100,000 AV		
	Without UR	With UR	Impact of UR	Without UR	With UR	Impact of UR
2018	0.1422	0.1435	0.0013	\$ 14.22	\$ 14.35	\$ 0.13
2019	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
2020	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
Total				\$ 42.68	\$ 43.07	\$ 0.39

Source: Tiberius Solutions LLC

Table 18 – Additional Revenues Obtained after Termination of Tax Increment Financing

Taxing District	Type	Tax Rate	Tax Revenue in FYE 2024 (year after termination)				Total
			From Frozen Base	From Excess Value (Used)	From Excess Value (Not Used)		
General Government							
Clackamas County	Permanent	2.4042	\$ 105,996	\$ 617,788	\$ 605,364	\$ 1,329,148	
City of Wilsonville	Permanent	2.5206	\$ 111,128	\$ 647,699	\$ 634,673	\$ 1,393,500	
County Extension & 4-H	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642	
County Library	Permanent	0.3974	\$ 17,520	\$ 102,117	\$ 100,063	\$ 219,700	
County Soil Conservation	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642	
FD64 TVF&R	Permanent	1.5252	\$ 67,243	\$ 391,919	\$ 384,037	\$ 843,199	
Port of Portland	Permanent	0.0701	\$ 3,091	\$ 18,013	\$ 17,651	\$ 38,755	
Road District 15 Wilsonville	Permanent	0.0000	\$ -	\$ -	\$ -	\$ -	
Srv 2 Metro	Permanent	0.0966	\$ 4,259	\$ 24,823	\$ 24,323	\$ 53,405	
Vector Control	Permanent	0.0065	\$ 287	\$ 1,670	\$ 1,637	\$ 3,594	
<i>Subtotal</i>		<i>7.1206</i>	<i>\$ 313,932</i>	<i>\$ 1,829,725</i>	<i>\$ 1,792,928</i>	<i>\$ 3,936,585</i>	
Education							
West Linn-Wilsonville School District	Permanent	4.8684	\$ 214,637	\$ 1,250,994	\$ 1,225,836	\$ 2,691,467	
Clackamas Community College	Permanent	0.5582	\$ 24,610	\$ 143,436	\$ 140,552	\$ 308,598	
Clackamas ESD	Permanent	0.3687	\$ 16,255	\$ 94,742	\$ 92,837	\$ 203,834	
<i>Subtotal</i>		<i>5.7953</i>	<i>\$ 255,502</i>	<i>\$ 1,489,172</i>	<i>\$ 1,459,225</i>	<i>\$ 3,203,899</i>	
Total		12.9159	\$ 569,434	\$ 3,318,897	\$ 3,252,153	\$ 7,140,484	

Source: Tiberius Solutions LLC

IX. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 2017 values), including all real, personal, personal, manufactured, and utility properties in the Area, is \$44,499,418. The total assessed value of the City of Wilsonville less urban renewal excess is \$2,661,811,027. The percentage of assessed value in the Urban Renewal Area is 7.43%, below the 25% threshold.

The Area contains 454 acres, including public rights-of-way, and the City of Wilsonville contains 4,835 acres. This puts 24.57% of the City's acreage in an Urban Renewal Area when including the City's other urban renewal areas, which is below the 25% threshold.

Table 19 – Urban Renewal Area Conformance with Assessed Value and Acreage Limits

Urban Renewal Area	Frozen Base/AV	Acres
West Side URA	\$16,109,831	415
Year 2000 URA	\$44,499,418	454
Coffee Creek	\$99,003,704	258.35
TIF Zones		
27255 SW 95th Ave	\$17,938,434	26.07
26440 SW Parkway	\$12,582,201	24.98
26755 SW 95th Ave	\$7,675,439	9.76
Total in URAs	\$197,809,027	1188.16
City of Wilsonville	\$3,403,012,022	4,835
UR Excess	\$741,200,995	
City less UR Excess	\$2,661,811,027	
Percent of Total	7.43%	24.57%

Source: Compiled by Elaine Howard Consulting, LLC with data from City of Wilsonville and Washington and Clackamas County Department of Assessment and Taxation (FYE 2017)

X. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been currently identified.

Exhibit C to Resolution No. 2686



Revenue Sharing Program Agreement

The City of Wilsonville passed Resolution No. 156 on June 18, 2007 directing staff to limit tax increment proceeds in the Year 2000 Urban Renewal Plan to \$4,000,000 per year. The substantial amendment in 2018 to add a project and increase the maximum indebtedness intends to continue using this revenue sharing formula instead of the revenue sharing as prescribed by ORS 457.470.

By concurring to the revenue sharing agreement through passage of Resolution No.2686 and signing this Revenue Sharing Program Agreement, the Wilsonville City Council agrees to the continuance of the \$4,000,000 per year limitation of tax increment proceeds in the Y2000 Urban Renewal Area in lieu of the revenue sharing detailed in ORS 457.470.

Tim Knapp
Mayor, City of Wilsonville



CITY COUNCIL STAFF REPORT

<p>Meeting Date: May 7, 2018</p>	<p>Subject: Ordinance No. 817 - 1st Reading Making Certain Determinations and Findings Relating to and Approving the Year 2000 Urban Renewal Plan 11th Amendment and Directing that Notice of Approval be Published.</p> <p>Staff Member: Nancy Kraushaar, PE, Community Development Director and Jordan Vance, Economic Development Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: May 7, 2018</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: May 7, 2018</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: May 21, 2018</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: The 11th Amendment increases the maximum indebtedness of the Year 2000 URA by approximately \$14.5 million, extends the life of the district by three years to 2023, and adds a major street project of the “Boeckman Dip Bridge” to the district.</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Ordinance No. 817.</p>		
<p>Recommended Language for Motion: I move to approve Ordinance No. 817 on first reading.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Build fully interconnected and effective transportation modes enabling all kinds of movement among neighborhoods, commercial/employment areas, schools, parks, library, and government.</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan UU-01 Boeckman Road Dip Improvements</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Public hearing on the proposed 11th Amendment to the Year 2000 Urban Renewal Plan (Amendment) to add and fund the Boeckman Dip Bridge project.

EXECUTIVE SUMMARY:

Per City Council direction, staff convened the Urban Renewal Task Force (Task Force) on April 24, 2017 to receive direction on pursuing adding the Boeckman Dip Bridge project to the Year 2000 Urban Renewal Plan (Plan). The area of the Boeckman Dip Bridge project is located within the Plan boundary. The Task Force voted unanimously for staff to proceed with an amendment process to fund the Boeckman Dip Bridge project.

The Plan amendment includes adding the project to the Plan and increasing the maximum indebtedness by approximately \$14.5 million, from \$92,687,423 to \$107,196,524. As such, the amendment is characterized as a substantial amendment and requires concurrence from taxing districts that represent 75% of the total current, permanent tax levies in the district (for example, this could be achieved by receiving concurrence from the City of Wilsonville, Clackamas County, and the West Linn-Wilsonville School District). Concurrence on the existing revenue sharing program is also required.

The West Linn-Wilsonville School District voted for concurrence on January 8, 2018. Clackamas County voted for concurrence on March 29, 2018. The Wilsonville City Council will consider voting on concurrence on May 7, 2018. These three taxing districts represent 75% of the permanent rate levy, complying with state statute.

The public review and approval process for the Amendment has included the following steps, in accordance with ORS 457.

1. Preparation of a plan including opportunity for citizen involvement. There were opportunities for citizen involvement at the Agency meeting, Planning Commission hearing, Open House and City Council hearing.
2. Review and recommendation by the Wilsonville Urban Renewal Agency. The Agency reviewed the proposed Amendment and accompanying Report on December 4, 2017 and recommended forwarding it to City Council for adoption.
3. Review and recommendation by the Wilsonville Planning Commission. The Planning Commission reviewed the Amendment on December 13, 2017 and voted unanimously that the Amendment conformed to the Wilsonville Comprehensive Plan.
4. Public outreach. An Open House was held on January 17, 2018.
5. The required statutory notice was mailed to all postal patrons within the City of Wilsonville. The statutory notice was also published on the front page of the February 2018 and May 2018 issues of the Boones Ferry Messenger which was mailed to all postal patrons within the City of Wilsonville.
6. Forwarding a copy of the proposed Amendment and the Report to the governing body of each taxing district. The formal taxing districts letters were sent out on January 9, 2018.
7. Presentation of the Amendment to the Clackamas County Commission. These meetings occurred on February 15, March 13, and March 29, 2018.

8. Concurrence on both the maximum indebtedness increase and continuance of the present revenue sharing was received by the West Linn/Wilsonville School District on January 8, 2018, by the Clackamas County Commission on March 29, 2018 and by the Wilsonville City Council on May 21, 2018. These three taxing districts represent 75% of the permanent rate levy, complying with state statute.
9. Hearing by City Council and adoption of the proposed Amendment and accompanying Report by a non-emergency ordinance. The City Council public hearing and first reading of the ordinance adopting the Amendment will be held on May 7, 2018 and the second reading and final vote will be on May 21, 2018. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Wilsonville voters if a sufficient number of signatures are obtained on a referral petition.

EXPECTED RESULTS:

The result of the Amendment is the ability to fund the Boeckman Road Dip project, increasing public safety for all modes of transportation and facilitating development of an estimated 1,750 single-family residential units in the Frog Pond urban growth area. Boeckman Road is a primary arterial and one of only three east-west arterials that crosses the city.

TIMELINE:

Once the ordinance is adopted, there is a 30-day waiting period for it to become effective. Once enacted, staff could pursue design of the project and anticipate construction of the bridge in the next 5 year +/- period.

CURRENT YEAR BUDGET IMPACTS:

The current year budget for the Urban Renewal Agency anticipates paying off certain portions of the urban renewal debt. If the District were to remain open, the debt may be restructured but not retired.

Amending the Plan as stated above impacts future tax collections by the City and other overlapping taxing jurisdictions. Tax receipts will not decrease, but rather will increase less than they otherwise would without this Amendment.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/3/2018

COMMUNITY INVOLVEMENT PROCESS:

This project was reviewed by the Urban Renewal Task Force and an Open House was held on January 17, 2018. The Planning Commission, County Commission, and City Council meetings were all open public meetings where comment was allowed.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The traffic safety on Boeckman Road will be enhanced as a result of this project. This improvement in safety will benefit the community at large, the citizens who use the neighboring school and will use the future school.

ALTERNATIVES:

There is no other funding source for this project.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Ordinance No. 817

ORDINANCE NO. 817

AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE YEAR 2000 URBAN RENEWAL PLAN 11TH AMENDMENT AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED.

WHEREAS, the Urban Renewal Agency of the City of Wilsonville (“Agency”), as the duly authorized and acting urban renewal agency of the City of Wilsonville, Oregon, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Year 2000 Urban Renewal Plan 11th Amendment attached hereto and incorporated herein as **Exhibit A** (the “Amendment”). The Plan authorizes certain urban renewal activities within the Year 2000 Urban Renewal Area (the “Area”); and

WHEREAS, the Agency has caused the preparation of a certain Urban Renewal Report dated May 21, 2018 attached hereto as and incorporated herein **Exhibit B** (the “Report”) to accompany the Amendment as required under ORS 457.085(3); and

WHEREAS, the Agency forwarded the Amendment and Report to the Wilsonville Planning Commission for review and recommendation. The Planning Commission considered the Amendment and Report on December 13, 2017 and adopted a finding that the Amendment conformed with the Wilsonville Comprehensive Plan attached hereto and incorporated herein as **Exhibit C** (Planning Commission Resolution); and

WHEREAS, the Amendment and the Report were forwarded on January 9, 2018 to the governing body of each taxing district affected by the Amendment noting the need for concurrence on both the maximum indebtedness increase and continuance of the current revenue sharing, and the Agency has thereafter consulted and conferred with each taxing district; and

WHEREAS, on January 8, 2018, the West Linn-Wilsonville School District passed a resolution attached hereto and incorporated herein as **Exhibit D** (School District Resolution)for concurrence on the maximum indebtedness and continuance of the present revenue sharing; and

WHEREAS, on January 17, 2018, the City held an Open House; and

WHEREAS, on March 29, 2018, the Clackamas County Commission passed a resolution attached hereto and incorporated herein as **Exhibit E** (Clackamas County Commission Resolution) for concurrence on the maximum indebtedness and continuance of the present revenue sharing; and

WHEREAS, the City Council has not otherwise received written recommendations from the governing bodies of the affected taxing districts; and

WHEREAS, the required statutory notice of the May 7, 2018 Wilsonville City Council hearing on the Urban Renewal Amendment was mailed to all postal patrons within the City of Wilsonville and was also published on the front page of the February 2018 and May 2018 issues of the Boone's Ferry Messenger which was also mailed to all postal patrons within the City of Wilsonville.

WHEREAS, on February 1, 2018, the City Council continued the public hearing to May 7, 2018 for first reading and May 21, 2018 for second reading; and

WHEREAS, on May 7, 2018, the Wilsonville City Council passed a resolution attached hereto and incorporated herein as **Exhibit F** (Wilsonville Resolution) for concurrence on the maximum indebtedness and continuance of the present revenue sharing; and

WHEREAS, on May 7, 2018 the City Council held a public hearing to review and consider the Amendment, the Report, the recommendation of the Wilsonville Planning Commission, the concurrence from other taxing districts and the public testimony received on or before that date and to receive additional public testimony; and

WHEREAS, The City Council found that the Amendment conforms with all applicable legal requirements; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Amendment.

NOW THEREFORE, THE WILSONVILLE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1. The Amendment complies with all applicable requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Wilsonville Planning Commission Recommendation, and the public testimony before the City Council:

1. The process for the adoption of the Amendment, has been conducted in accordance with the applicable provisions of Chapter 457 of the Oregon Revised Statutes and all other applicable legal requirements;

2. The area designated in the Amendment as the Year 2000 Urban Renewal Area (“Area”) is blighted, as defined by ORS 457.010(1) and is eligible for inclusion within the Amendment because of conditions described in the Report in the Section “Existing Physical, Social, and Economic Conditions and Impacts on Municipal Services”, including the existence of inadequate streets and other rights of way, open spaces and utilities and underdevelopment of property within the Area (ORS 457.010(1)(e) and (g);
3. The rehabilitation and redevelopment described in the Amendment to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the City because absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the City’s Comprehensive Plan;
4. The Amendment conforms to the Wilsonville Comprehensive Plan and provides an outline for accomplishing the projects described in the Amendment, as more fully described in the Amendment and in the Wilsonville Planning Commission Recommendation;
5. The Amendment conforms to the City of Wilsonville Economic Development Strategy as more fully described in the Amendment;
6. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Amendment and therefore the Amendment does not include provisions to house displaced persons;
7. Property acquisition of property is anticipated as a result of the Amendment. The acquisition of real property provided in the Amendment is necessary for the development of infrastructure improvements; because the Agency does not own all the real property interests (e.g., rights-of-way, easements, fee ownership, etc.) that will be required to undertake and complete the Boeckman Dip Bridge project as described in Section 600 of the Amendment and Chapter IV of the Report; and
8. Adoption and carrying out the Amendment is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in the Section “Financial Analysis of the Plan” of the Report;
9. The City shall assume and complete any activities prescribed it by the Amendment; and
10. The Agency consulted and conferred with affected overlapping taxing districts prior to the Amendment being forwarded to the City Council.

11. The West Linn/Wilsonville School District unanimously passed a resolution for concurrence on the increase in maximum indebtedness and revised revenue sharing on January 8, 2018. Clackamas County passed a resolution for concurrence on the increase in maximum indebtedness and revised revenue sharing on March 29, 2018. The Wilsonville City Council passed a resolution for concurrence on the increase in maximum indebtedness and revised revenue sharing on May 7, 2018. These three districts comprise over 75% of the permanent rate levy.

Section 2: The Year 2000 Amendment is hereby approved based upon review and consideration by the City Council of the Amendment and Report, the Wilsonville Planning Commission Recommendations, the concurrence of the West Linn/Wilsonville School District, Clackamas County and the Wilsonville City Council, each of which is hereby accepted, and the public testimony in the record.

Section 3: The City Recorder shall forward forthwith to the Agency a copy of this Ordinance.

Section 4: The Agency shall thereafter cause a copy of the Amendment to be recorded in the Records of Clackamas County, Oregon.

Section 5: The City Recorder, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Plan, including the provisions of ORS 457.135, in the Oregonian on May 25, 2018 and the Wilsonville Spokesman on May 30, 2018 following adoption of this Ordinance.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 7th day of May, 2018, and scheduled for a second reading at a regular meeting of the Council on the 21st day of May, 2018, commencing at the hour of 7:00 P.M. at the Wilsonville City Hall.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21st day of May, 2018 by the following votes:

Yes: No:

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21st day of May, 2018.

TIM KNAPP, Mayor

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

1. Exhibit A – Year 2000 Urban Renewal Plan 11th Amendment
2. Exhibit B – Report on the Year 2000 Urban Renewal Plan 11th Amendment
3. Exhibit C – Wilsonville Planning Commission Resolution No. LP17-0005
4. Exhibit D – School District Resolution No. 2017-4
5. Exhibit E – Clackamas County Resolution No. 2018-18
6. Exhibit F – Wilsonville Resolution No. 2686

Exhibit A to Ordinance No. 817

Year 2000 Urban Renewal Plan 11th Amendment

Substantial Amendment

The following changes are made to the Year 2000 Urban renewal Plan. Deletions are shown in ~~crossout~~ and additions are shown in *unbolded italics*.

SECTION 404 – Consistency of City’s Comprehensive Plan

Transportation:

The Eleventh Amendment is in conformance with the Transportation section of the Comprehensive Plan as the project to be added to the Plan is a transportation project to allow for a more safe and efficient transportation system.

SECTION 405 – Consistency with Economic Development Policy

The Eleventh Amendment is in conformance with the Economic Development Policy as the project to be added to the Plan is a transportation project to allow for a safer and more efficient transportation system, allowing for continued growth on employment land and improved transportation access for the residential sector to support employment by providing housing opportunities.

SECTION 600 – URBAN RENEWAL ACTIVITIES

601 Urban Renewal Projects and Improvement Activities

A) Roads, Including Utility Work Indicated:

(14) Boeckman Dip Bridge: The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO (American Association of State Highway and Transportation Officials) design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency services to slow in this area. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned above and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and the new Meridian Creek Middle School. Sewer, water, and stormwater utilities will be upgraded or relocated as needed.

602 Acquisition of Real Property

E) Property Which May Be Acquired by Plan Amendment: The Agency has identified the following properties for acquisition pursuant to Section 602 of the Plan:

3) *Portions of the following tax lots may be acquired for additional right-of-way or easements concerning the Boeckman Dip Project (see attached PART TWO EXHIBITS – YEAR 2000 PLAN Exhibit 8).*

- *31W12D 03200*
- *31W12D 03300*
- *31W12D 02700*
- *31W12D 02600*
- *31W13AB15505*
- *31W13B 00100*
- *31W13B 00200*
- *31W13B 00301*
- *31W13B 02402*

SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS

705 **Maximum Amount of Indebtedness** – The maximum amount of indebtedness that may be issued or incurred under the Plan is increased from ~~\$53,851,923.00~~–\$92,687,423.00 by ~~\$38,835,500.00~~ \$14,509,101 to a new total of ~~\$92,687,423~~–\$107,196,524. This is based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion as completion dates were anticipated as of ~~March 1, 2007~~ *October 1, 2017*. The estimates included, but were not limited to, increases in costs due to reasonably anticipated inflation. This amount is the principal of such indebtedness and does not included interest or indebtedness incurred to refund or refinance existing indebtedness. (*Amended by Ordinance No. 498 – June 15, 1998 and Amended by Ordinance No. 639 – August 20, 2007 and Amended by Ordinance No. _____ on _____.*)

PART TWO

EXHIBITS – YEAR 2000 PLAN

8. Potential Parcels to be Acquired for Boeckman Dip Project (portions of these parcels)

EXHIBIT 8

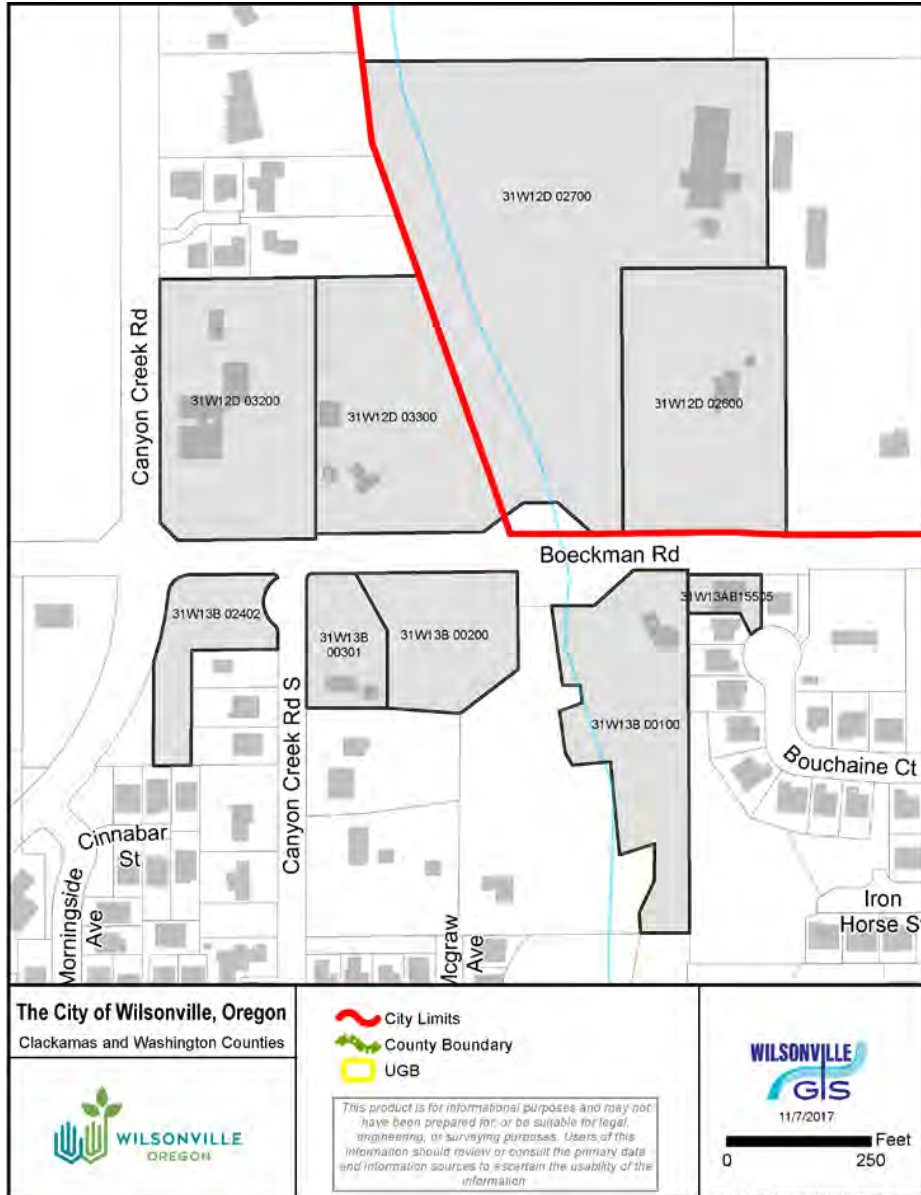


Exhibit B to Ordinance No. 817

**Report Accompanying the Year
2000 Urban Renewal Plan
11th Amendment**

May 21, 2018

Adopted by the City of Wilsonville

May 21, 2018

Ordinance No. 817

Effective June 20, 2018

The Year 2000 Urban Renewal Area

Consultant Team

Elaine Howard Consulting, LLC

Elaine Howard
Scott Vanden Bos

Tiberius Solutions LLC

Nick Popenuk
Ali Danko
Rob Wyman

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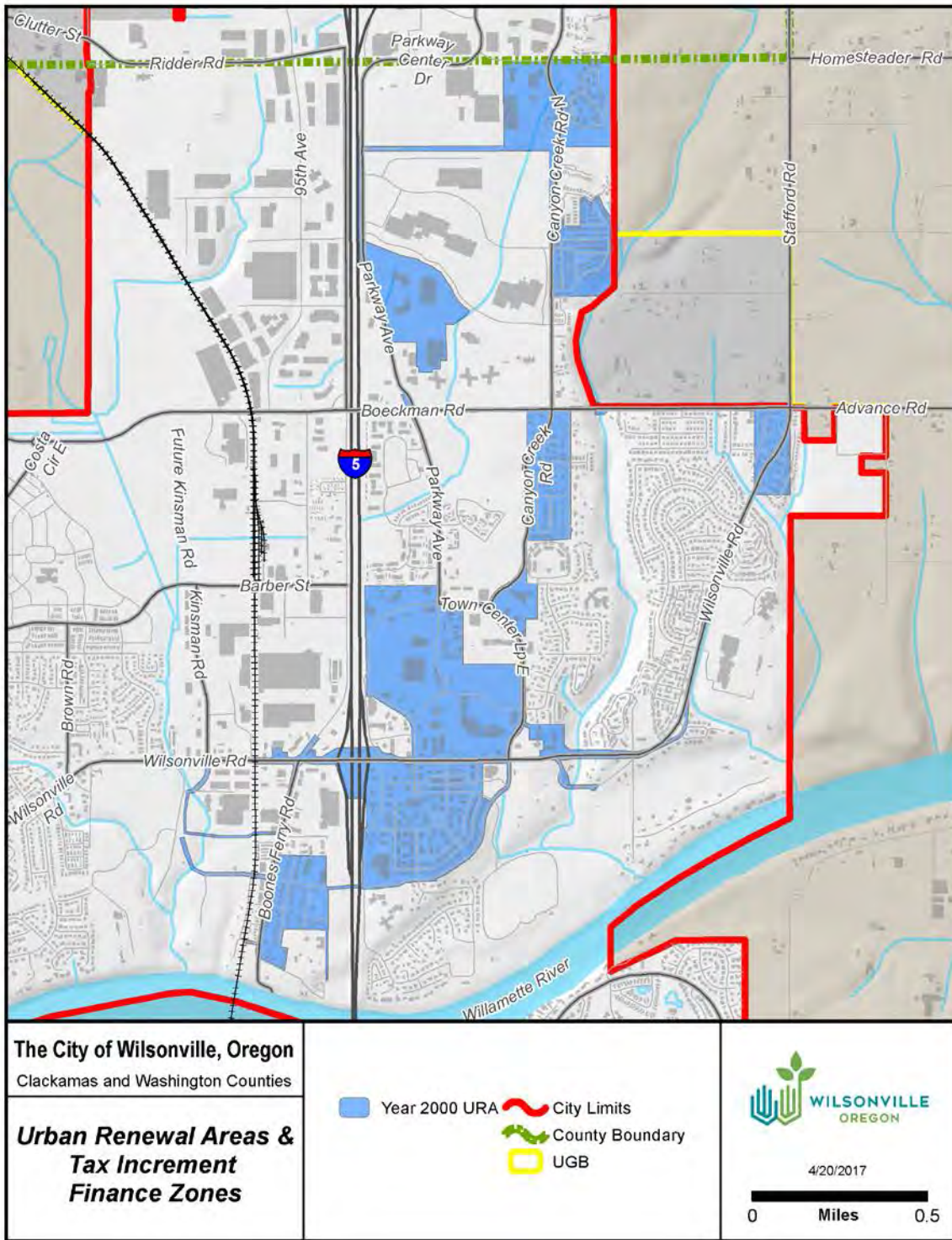
I. INTRODUCTION

The Report on the Year 2000 Urban Renewal Plan Amendment (Report) contains background information and project details that pertain to the Year 2000 Urban Renewal Plan Amendment (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and support the findings made by the City Council as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The format of the Report is based on this statute. The Report documents the existing conditions in the Year 2000 Urban Renewal Area (Area) as they relate to the proposed projects in the Plan.

The Report provides guidance on how the urban renewal plan might be implemented. As the Wilsonville Urban Renewal Agency (Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other changes as allowed in the amendments section of the Plan.

Figure 1 – The Year 2000 Urban Renewal Plan Area Boundary



Source: City of Wilsonville GIS

II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within The Year 2000 Urban Renewal Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Area measures 454.0 total acres in size, encompassing 325.89 acres included in 657 individual parcels, and an additional 128.11 acres in public rights-of-way. An analysis of FYE 2016-2017 property classification data from the Clackamas County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the Area. By acreage, “Commercial land, improved” accounts for the largest land use within the area (34.22%). This is followed by “Multi-family improved” (21.9%), and “Residential improved” (20.22%). The total land uses in the Area, by acreage and number of parcels, are shown in Table 1.

Table 1 – Existing Land Use in Area

Land Use	Parcels	% of	
		Acreage	Acreage
Commercial land, improved	58	111.52	34.22%
Multi-Family, improved	10	71.38	21.90%
Residential land, improved	436	65.88	20.22%
Industrial land, improved	3	25.03	7.68%
Industrial State appraised	2	18.68	5.73%
Commercial land, vacant	12	14.27	4.38%
Residential land, vacant	57	8.73	2.68%
Residential, condominium	73	4.41	1.35%
Tract land, vacant	1	3.60	1.10%
Industrial land, vacant	3	1.82	0.56%
Tract land, improved	1	0.53	0.16%
Multi-Family, vacant	1	0.05	0.02%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017)

2. Zoning Designations

As illustrated in Table 2, the most prevalent zoning designation (27.82%) of the Area by acreage is “Planned Development Commercial Town Center”. The second most prevalent zoning designation is “Planned Development Residential-6”, representing 20.82% of the Area.

Table 2 – Existing Zoning Designations

Zoning	Parcels	Acreage	% of Acreage
Planned Development Commercial Town Center	33	90.65	27.82%
Planned Development Residential-6	40	67.84	20.82%
Planned Development Industrial	57	60.34	18.52%
Planned Development Residential-5	213	28.36	8.70%
Planned Development Residential-3	175	25.96	7.97%
Planned Development Commercial	32	25.83	7.93%
Residential Agriculture Holding - Residential	83	19.50	5.98%
Residential	13	3.92	1.20%
Planned Development Residential-4	6	2.56	0.79%
Residential Agriculture Holding - Public	2	0.55	0.17%
Residential Agriculture-Holding	3	0.38	0.12%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

3. Comprehensive Plan Designations

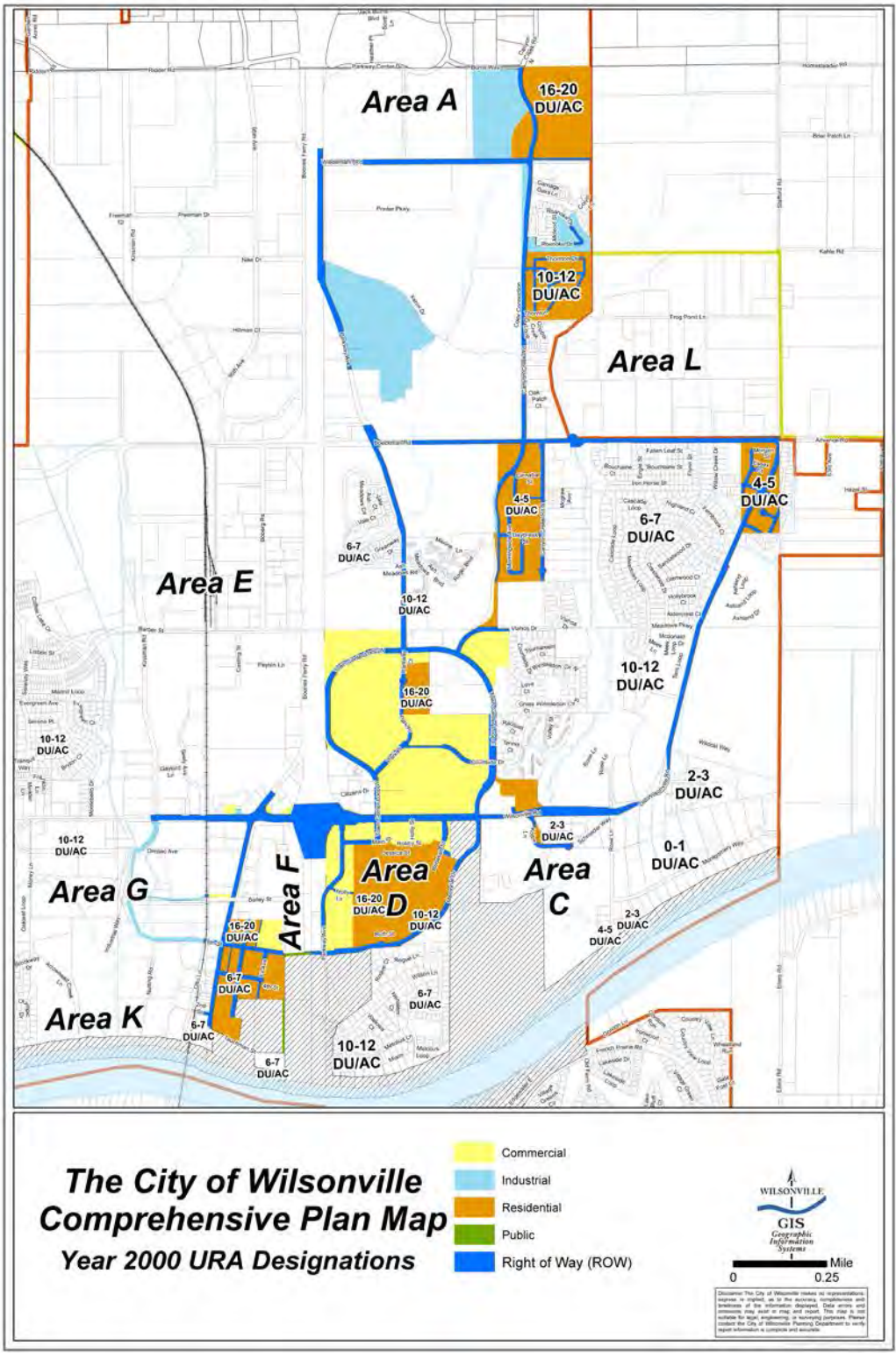
As illustrated in Table 3, the most prevalent comprehensive plan designation (45.58%) of the Area by acreage is “Residential”. The second most prevalent comprehensive plan designation is “Commercial”, representing 35.74% of the Area.

Table 3 – Existing Comprehensive Plan Designations

Comprehensive Plan Designation	Parcels	Acreage	% of Acreage
Residential	533	148.53	45.58%
Commercial	65	116.47	35.74%
Industrial	57	60.34	18.52%
Public	2	0.55	0.17%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

Figure 2 – Area Comprehensive Plan Designations



Source: City of Wilsonville There are two public designated parcels in the Area, however, they are so small they do not show up on the map.

B. Infrastructure

This section identifies the existing conditions in the Area to assist in establishing blight. There are projects listed in several City of Wilsonville infrastructure master plans that relate to these existing conditions. **This does not mean that all of these projects are included in the Plan.** The specific projects that are included in the Plan are listed in Sections IV and V of this Report.

1. Transportation

The following are capital projects in the Area from the City of Wilsonville Transportation Systems Plan:

Project ID	Project Name	Project Description	Cost
SI-04	Wilsonville Road/Town Center Loop West Intersection Improvements	Widen the north leg of the intersection and install a second southbound right-turn lane (dual lanes).	\$500,000
BW-08	Town Center Loop Pedestrian, Bicycle, and Transit Improvements	Create more direct connections between destinations within Town Center area, improve accessibility to civic uses and transit stops, retrofit sidewalks with curb ramps, highlight crosswalks with colored pavement, and construct similar treatments that support pedestrian, bicycle, and transit access and circulations; also construct shared-use path along Town Center Loop West from Wilsonville Road to Parkway Avenue and restripe Town Center Loop East from Wilsonville Road to Parkway Avenue to a three-lane cross-section with bike facilities	\$500,000
BW-09	Town Center Loop Bike/Pedestrian Bridge	Construct bike/pedestrian bridge over I-5 approximately aligned with Barber Street to improve connectivity of Town Center area with businesses and neighborhoods on west side of I-5; include aesthetic design treatments	\$4,000,000
UU-01	Boeckman Road Dip Improvements	Upgrade at vertical curve east of Canyon Creek Road to meet applicable cross-section standards (i.e., 3 lanes with bike lanes, sidewalks, and transit stop improvements); options should also be considered to make connections to the regional trail system and to remove the culvert and install a bridge	\$12,220,000
LT-P4	Canyon Creek Trail	Shared Use Path from Canyon Creek Park to Boeckman Creek Trail providing connectivity to the neighborhoods to the south	\$200,000

2. Water

The following are capital projects in the Area from the City of Wilsonville's Water Master Plan:

Project ID	Description	Total Estimated Cost
168	10-inch Loop (Appts E. of Canyon Creek/Burns)	\$41,000
169	8-inch Loop between Vlahos and Canyon Creek	\$42,000
260	10-inch Extension on 4th Street (E. of Fir)	\$69,000
261	8-inch Loop - Magnolia to Tauchman	\$59,000
271	8-inch Loop near Parkway Center/Burns	\$66,000
273	12-inch Loop crossing Boeckman	\$16,000
274	8-inch Loop at Holly/Parkway	\$56,000
285	8-inch Upgrade on Boones Ferry Road (south of 2nd Street)	\$44,000
*	Pipeline and Valve Replacement (Annual Budget for 20-year planning period)	\$173,000
*	Meter Replacement (Annual Budget for 20-year Planning Period)	\$50,000

3. Stormwater

The following are projects in the Area from the City of Wilsonville's Stormwater Master Plan (please note that CMP is corrugated metal pipe):

Project ID	Project Name	Project Location	Existing Conditions	Proposed Solution	Cost Estimate
BC-8	Canyon Creek Estates Pipe Removal	Colvin Lane in Canyon Creek Estates	Erosion is occurring upstream and downstream of an existing culvert in the channel. Side slopes of the channel are steep, which enhances natural erosion.	Removal of the culvert and rehabilitation of the creek channel are proposed to fix existing and future channel erosion. Planting of vegetation following removal of the culvert will need to include techniques that strengthen the creek banks through bio-engineering, such as live stakes made from live cuttings of plants that enhance bank stability or other reinforcing techniques.	\$129,504
BC-5	Boeckman Creek Outfall Realignment	Boeckman Creek, north of SW Wilsonville Road	An 18-inch CMP outfall to Boeckman Creek that drains approximately 11 acres, about 300 feet north of Wilsonville Road, is installed perpendicular to the creek and discharges to a bubbler structure about 3 feet high. Water builds up in the pipe until it flows out of the top of the structure. Some erosion is occurring around the bubbler structure resulting from water dropping out of the top of the structure under pressure.	Realign the last few segments of the pipe and remove the bubbler structure. The pipe would be realigned to allow water to discharge downstream in the direction of the creek flow, reducing the erosion occurring at the outfall. Along with the riprap for energy dissipation and vegetation for stability of the riparian area, this project would assist in stabilizing the outfall.	\$38,441
ST-7	Boeckman Creek at Boeckman Road Stormwater Study	Boeckman Creek at Boeckman Road	Boeckman Creek at Boeckman Road is currently being used as a water control structure for upstream developments.	Boeckman Road may be replaced with a bridge structure, which would affect the detention facility. This study would evaluate options and identify alternatives for regional detention for upstream drainage.	\$57,000

4. Sanitary Sewer

The following are projects in the Area from the City of Wilsonville's Wastewater Master Plan (please note that LF is linear feet):

Project ID	Name	Description	Project Limits	Estimated Cost
CIP-09	Parkway Interceptor	Gravity - Pipe Upsizing. 4,540 LF 12" pipe; 150 LF 15" pipe	From Elligsen Road to Boeckman Road	\$4,360,000
CIP-05	Boeckman Interceptor Phase 1	Gravity - Pipe Upsizing. 2,320 LF 18" pipe; 920 LF 21" pipe; 970 LF 24" pipe	From High School Interceptor to Memorial Park Pump Station	\$4,270,000
CIP-06	Boeckman Interceptor Phase 2	Gravity - Pipe Upsizing. 3,760 LF 18" pipe	From Boeckman Road to High School Interceptor	\$3,240,000
CIP-12	Memorial Drive Flow Splitter Structure	Flow Splitter Structure - Replacement. Replace Diversion Structure	I-5 Downstream of Memorial Park Pump Station	\$150,000
CIP-16*	Pipe Replacement (0 To 5 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-17	Town Center Loop Pump Station	Pump Station - Replacement. Replace Pump Station	Existing pump station	\$440,000
CIP-19	Boones Ferry Park Grinder Pump	Pump Station - Restroom Grinder Pump. New grinder pump for park restrooms	Boones Ferry Park	\$30,000
CIP-22*	Pipe Replacement (6 To 10 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-25*	Pipe Replacement (11 To 20 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-33	Frog Pond/Advance RD Urban Reserve Area - SW Boeckman Road	Gravity - New Pipe. 2,800 LF 18" pipe	From Stafford Road to Boeckman Creek	\$4,170,000

5. Parks and Open Space

The following was reported by Jordan Vance, Economic Development Manager:

“The City’s Bicycle & Pedestrian Master Plan, Dec. 2006, recommends adding the Boeckman Creek Trail and describes it as ‘a critical piece of the potential regional trail loop around Wilsonville, linking to Memorial Park to the South, the Tonquin Trail to the West, and the Stafford Spur Trail to the East. Establishing the Boeckman Creek Trail as a regional trail would increase its usage, provide a much-needed north-south bikeway/walkway corridor and offer an amazing community amenity. This would entail adding a hard surface to facilitate non-motorized travel by wheeled vehicles such as wheelchairs, bicycles, inline skates, and skateboards.’

The City’s Frog Pond West Master Plan (July 2017) and Financing Plan includes further discussion regarding the need for the Boeckman Bridge, upgrades to the Boeckman Interceptor and extending the Boeckman Creek Trail into Frog Pond, ‘The Boeckman Creek Regional Trail will be both a neighborhood amenity and a key pedestrian connection to adjacent areas. South of Boeckman Road, the trail will run within the creek canyon along the sewer line easement. After passing under the future Boeckman Road bridge (which will span the “dip”), the trail will climb to the top of the bank and run along the edge of the vegetated corridor/SROZ and the western edge of the Frog Pond West neighborhood.’”

C. Social Conditions

Data from the US Census Bureau are used to identify social conditions in the Area. The geographies used by the Census Bureau to summarize data do not strictly conform to the Plan Area. As such, the Census Bureau geographies that most closely align to the Plan Area are used, which, in this case, is Block Group 1, Census Tract 227.10 and Block Group 1, Census Tract 244. Within the Area, there are 554 tax lots shown as residential use. According to the US Census Bureau, American Community Survey (ACS) 2010-14, the block groups have 5,816 residents, 87% of whom are white.

Table 4 – Race in the Area

Race	Number	Percent
White alone	5,053	87%
Black or African American alone	67	1%
American Indian and Alaska Native alone	92	2%
Asian alone	375	6%
Native Hawaiian and Other Pacific Islander alone	25	0%
Some other race alone	-	0%
Two or more races	204	4%
Total	5,816	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

The largest percentage of residents in the block groups are between 25 to 34 years of age (22%).

Table 5 – Age in the Area

Age	Number	Percent
Under 5 years	339	6%
5 to 9 years	578	10%
10 to 14 years	324	6%
15 to 17 years	230	4%
18 to 24 years	520	9%
25 to 34 years	1,256	22%
35 to 44 years	977	17%
45 to 54 years	691	12%
55 to 64 years	524	9%
65 to 74 years	282	5%
75 to 84 years	37	1%
85 years and over	58	1%
Total	5,816	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 41% of adult residents have earned a bachelor's degree or higher. Another 41% have some college education without a degree, and another 17% have graduated from high school with no college experience.

Table 6 – Educational Attainment in the Area

Education	Number	Percent
Less than high school	96	3%
High school graduate (includes equivalency)	642	17%
Some college	1,215	32%
Associate's degree	338	9%
Bachelor's degree	943	25%
Master's degree	449	12%
Professional school degree	103	3%
Doctorate degree	39	1%
Total	3,825	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 24% of commuters drove less than 10 minutes to work, and another 21% of commuters drove 10 to 19 minutes to work.

Table 7 – Travel Time to Work in the Area

Travel time to work	Number	Percent
Less than 10 minutes	736	24%
10 to 19 minutes	657	21%
20 to 29 minutes	458	15%
30 to 39 minutes	677	22%
40 to 59 minutes	460	15%
60 to 89 minutes	53	2%
90 or more minutes	25	1%
Total	3,066	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

Of the means of transportation used to travel to work, the majority, 72%, drove alone with another 12% carpooling.

Table 8 – Means of Transportation to Work in the Area

Means of Transportation to Work	Number	Percent
Drove alone	2,467	72%
Carpooled	397	12%
Public transportation (includes taxicab)	106	3%
Motorcycle	-	0%
Bicycle	-	0%
Walked	73	2%
Other means	23	1%
Worked at home	375	11%
Total	3,441	100%

Source: American Community Survey 2011-2015 Five-Year Estimates

D. Economic Conditions

1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Clackamas County Department of Assessment and Taxation for FYE 2017, including all real, personal, manufactured, and utility properties, is estimated to be \$438,251,352 of which \$44,087,806 is frozen base and \$394,163,546 is excess value above the frozen base.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 10 below shows the improvement to land ratios for properties within the Area. One hundred and forty-six parcels in the area (17.79% of the acreage) have I:L ratios of 1.0 or less. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the Area is greater than or equal to 2.0. Only 269 of the 657 parcels in the Area, totaling 57.68% of the acreage have I:L ratios of greater than or equal to 2.0 in FYE 2017. In summary, the Area is underdeveloped and not contributing significantly to the tax base in Wilsonville.

Table 10 – I:L Ratio of Parcels in the Area

Improvement/Land Ratio	Parcels	Acres	% Total Acres
No Improvement Value	90	32.98	10.12%
0.01-0.50	17	9.34	2.87%
0.51-1.00	39	15.64	4.80%
1.01-1.50	63	30.63	9.40%
1.51-2.00	179	49.34	15.14%
2.01-2.50	143	58.00	17.80%
2.51-3.00	33	21.19	6.50%
3.01-4.00	9	14.91	4.58%
> 4.00	84	93.86	28.80%
Total	657	325.89	100.00%

Source: Calculated by Tiberius Solutions LLC with data from Clackamas County Department of Assessment and Taxation (FYE 2017)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The project being considered for future use of urban renewal funding is a transportation project. The use of urban renewal funding for this project provides an alternative funding source besides the City of Wilsonville's General Fund, the Road Operating Fund (gas tax), or system development charges (SDCs).

The financial impacts from tax increment collections will be countered by providing improved infrastructure to serve an area of the city scheduled for future residential development to augment the city's existing housing stock.

III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the Area has not changed since inception of the urban renewal plan: to cure blight within the Area.

IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The project identified for the 11th amendment to the Year 2000 Urban Renewal Area is described below, including how it relates to the existing conditions in the Area.

Report on The Year 2000 Urban Plan 11th Amendment

A. Transportation Improvements

1. **Boeckman Road Dip \$14,000,000** – The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned in the existing conditions below and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and to the new Meridian Creek Middle School. The TSP project cost estimate was updated for this report.

Existing conditions: Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency service vehicles to slow in this area.

V. THE ANTICIPATED COMPLETION DATE FOR THE PROJECT

The schedule for construction of projects will be based on the availability of funding. The project will be ongoing and will be completed as directed by the Agency. Annual expenditures for project administration and finance fees are also shown below.

The Area is anticipated to complete the project and have sufficient tax increment finance revenue to terminate the district in FYE 2023. The projections indicate spending on the Boeckman Dip Bridge project will be completed in FYE 2022. The projections in the financial model assume 3.1% annual growth in the assessed value of real property and a 1.0% change in personal and manufactured property, with no change in utility property.

Estimated annual expenditures by project category are shown in Table 11. All costs shown in Table 11 are in year-of-expenditure dollars, which are adjusted by 3% annually to account for inflation. The Agency may change the completion dates in its annual budgeting process or as project decisions are made in administering the Plan.

Table 11 – Projects and Costs in Year of Expenditure Dollars

URA PROJECTS FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Resources						
Beginning Balance		\$ 1,808,885	\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988
Interest Earnings	\$ 71,748	\$ 18,089	\$ 30,115	\$ 18,237	\$ 2,547	\$ 2,760
Inter-Agency Loan	\$ 22,810,686	\$ 3,000,000	\$ 5,300,000	\$ 9,700,000	\$ 3,589,434	\$ 1,221,252
Bond/Loan Proceeds	\$ 2,900,000	\$ -	\$ -	\$ -	\$ 2,900,000	\$ -
Other	\$ -					
Total Resources	\$ 25,782,434	\$ 4,826,974	\$ 8,341,643	\$ 11,541,901	\$ 6,746,669	\$ 1,500,000
Expenditures (YOE \$)						
(Old Town Esc) East West connector	\$ (7,000,000)	\$ (1,100,000)	\$ (3,200,000)	\$ (2,700,000)		
Old Town Street Improvements	\$ (1,868,300)	\$ -	\$ (1,245,533)	\$ (622,767)		
Town Center Planning	\$ (118,000)	\$ (88,000)	\$ (20,000)	\$ (5,000)	\$ (5,000)	
Livability Projects	\$ (2,288,700)	\$ -		\$ (1,769,000)	\$ (519,700)	
Park Improvements	\$ (25,000)		\$ (25,000)			
Boeckman Dip Bridge	\$ (14,000,000)		\$ (1,400,000)	\$ (5,600,000)	\$ (5,600,000)	\$ (1,400,000)
Canyon Creek	\$ -					
Financing Fees	\$ (25,000)				\$ (25,000)	
Project Management and Admin	\$ (2,266,319)	\$ (627,446)	\$ (627,446)	\$ (590,446)	\$ (320,981)	\$ (100,000)
Total Expenditures	\$ (27,591,319)	\$ (1,815,446)	\$ (6,517,979)	\$ (11,287,213)	\$ (6,470,681)	\$ (1,500,000)
Ending Balance		\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988	\$ -

Source: Tiberius Solutions LLC

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 12 shows the allocation of tax increment revenues to debt service and loans to the project fund.

It is anticipated that all debt will be retired by FYE 2023 (any outstanding debt will be repaid). The total maximum indebtedness is \$107,196,524, increased from \$92,687,423 by \$14,509,101.

The increase in maximum indebtedness requires concurrence according to ORS 457.220 which limits the increase in maximum indebtedness to 20% of the initial maximum indebtedness as increased annually by inflation. The initial maximum indebtedness of the Year 2000 Plan was \$53,851,923. To adjust the initial maximum indebtedness, the City's consultant used a 3.0% inflation factor as used in other plans. The inflated maximum indebtedness number used for the 20% calculation was \$94,429,673, and 20% of that was \$18,885,935. That \$18,885,935 added to the original maximum indebtedness yields a potential new maximum indebtedness of \$72,737,858 that would not require concurrence. However, the maximum indebtedness of the Year 2000 Plan is already \$92,687,432, greater than \$72,737,858. This means any change to maximum indebtedness will require concurrence, as the Area's current maximum indebtedness exceeds the 20% threshold.

Table 12 – Potential Maximum Indebtedness Increases and Concurrence

Present MI	\$92,687,432	Potential New MI	\$72,737,858
Initial MI	\$53,851,923		
Inflation factor	3%		
		Potential MI Increase	Potential MI Plus Initial MI
1-Jul-99	\$55,467,481		
2000	\$57,131,505		
2001	\$58,845,450		
2002	\$60,610,814		
2003	\$62,429,138		
2004	\$64,302,012		
2005	\$66,231,073		
2006	\$68,218,005		
2007	\$70,264,545		
2008	\$72,372,481		
2009	\$74,543,656		
2010	\$76,779,965		
2011	\$79,083,364		
2012	\$81,455,865		
2013	\$83,899,541		
2014	\$86,416,528		
2015	\$89,009,023		
2016	\$91,679,294		
2017	\$94,429,673	\$18,885,935	\$72,737,858

Source: Elaine Howard Consulting LLC

Of the \$107,196,524 maximum indebtedness, it is estimated that \$81,385,000 has been used through the end of FYE 2017. The estimated total amount of tax increment revenues required

to service the remaining maximum indebtedness of \$25,811,524 is \$23,327,472 and is made up of tax increment revenues from permanent rate levies. The reason the amount of tax increment revenues needed to service the remaining maximum indebtedness is less than the remaining maximum indebtedness is because the Tax Increment Finance (TIF) Fund has a beginning balance of \$5,478,203 which has not been converted to debt, and does not yet count against the maximum indebtedness.

The finance plans shown in Table 11 and 13 assume Inter-Agency loans from the City, as well as a new bank loan in FYE 2021 to finance a portion of the cost of the Boeckman Dip Bridge project, as well as to refinance outstanding debt. The interest rate for the new bank loan is estimated at 3.25% with a five-year term. Under this assumption, the existing 2010 Bank of America loan is estimated to be paid off in 2021. The assumed financing plan maintains a debt service coverage ratio of at least 1.5 x total annual debt service payments. Although the assumption is the new loan would have a five-year term, it is anticipated there would be sufficient tax increment finance revenues to pay off the loan early, in FYE 2023, and cease collecting tax increment revenues in that year. It may be noted that the debt service coverage ratio in 2023 is not above 1.5, but that is only because the loan is being paid off early, and the payment being made is substantially larger than the payment required.

The time frame of urban renewal is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If the economy is slower, it may take longer; if the economy is more robust than the projections, it may take a shorter time period. The Agency may decide to issue bonds or take on loans on a different schedule, and that will alter the financing assumptions. These assumptions show one scenario for financing and that this scenario is financially feasible.

Table 13 – Tax Increment Revenues and Allocations to Debt Service

TAX INCREMENT FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
Resources							
Beginning Balance		\$ 8,996,568.00	\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00
Interest Earnings	\$ 290,248	\$ 89,966.00	\$ 93,266.00	\$ 75,954.00	\$ 14,522.00	\$ 2,500.00	\$ 14,040.00
TIF: Current Year	\$ 22,877,472	\$ 3,759,148.00	\$ 3,994,901.00	\$ 3,994,901.00	\$ 3,987,785.00	\$ 3,987,785.00	\$ 3,152,952.00
TIF: Prior Years	\$ 450,000	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Bond and Loan Proceeds					\$ 4,785,000.00		
Total Resources	\$ 23,617,720	\$ 12,920,682.00	\$ 13,489,799.00	\$ 11,741,266.00	\$ 10,314,485.00	\$ 4,315,285.00	\$ 4,645,974.00
Expenditures							
<i>Debt Service</i>							
Series 2010 - B of A	\$ (6,562,526)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (4,785,000.00)	\$ -	\$ -
New Loan and Refinancing	\$ (8,026,076)	\$ -	\$ -	\$ -	\$ (1,690,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
Total Debt Service	\$ (14,588,602)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (6,475,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
<i>Debt Service Coverage Ratio</i>		6.33	6.72	6.78	2.36	2.36	0.68
Inter-Agency Loan	\$ (22,810,686)	\$ (3,000,000.00)	\$ (5,300,000.00)	\$ (9,700,000.00)	\$ (3,589,434.00)	\$ (1,221,252.00)	\$ -
Total Expenditures	\$ (37,399,288)	\$ (3,594,050.00)	\$ (5,894,388.00)	\$ (10,289,088.00)	\$ (10,064,485.00)	\$ (2,911,303.00)	\$ (4,645,974.00)
Ending Balance		\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00	\$ -

Source: Tiberius Solutions LLC

VII. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FYE 2023, as shown above, are based on projections of the assessed value of development within the Area and the consolidated tax rate that will apply in the Area. The assumptions include assumed growth in assessed value of 3.1% for real property and 1.0% for personal and manufactured property, derived from a combination of appreciation of existing property values and new construction. No change in value for utility property is assumed.

Additionally, our analysis assumes \$8,975,000 of exception value would be added to the tax roll in FYE 2021, based on a current development proposal in the Area that the City believes is likely to occur.

Table 14 shows the projected incremental assessed value, tax rates and tax increment revenues each year, adjusted for discounts, delinquencies, and compression losses. These projections of increment are the basis for the projections in Tables 11 and 13. Gross TIF is calculated by multiplying the tax rate times the excess value. The tax rate is per thousand dollars of value, so the calculation is “tax rate times excess value divided by one thousand.” The consolidated tax rate includes permanent tax rates and includes one general obligation bond issued by Clackamas Community College. This bond will be impacted through FYE 2020, which is when the bond is scheduled to be repaid in full.

In June 2007, the Agency adopted a resolution to limit future tax increment collections to \$4,000,000 annually (URA Resolution 156) in the Year 2000 Urban Renewal Area. This was originally achieved by reducing the acreage of the URA each year, but the City of Wilsonville instead began under-levying by reducing increment assessed value used when state legislation passed in 2009 to allow it.

Now, each year, the City of Wilsonville uses the UR-50 form to notify the Clackamas County Assessor how much increment value to use. Since FYE 2014, the City of Wilsonville has chosen to use \$303 million in increment each year, which results in TIF revenue of around \$4 million. However, because the consolidated tax rate is decreasing due to expiring bond rates, using \$303 million in increment will not generate \$4 million in TIF revenue in upcoming years. Therefore, our analysis assumes using \$322 million for FYE 2019 and 2020, \$325 million for FYE 2021 and beyond.

Using this increment value should provide TIF revenue very close to \$4 million per year, but the exact amount will depend on adjustments, including discounts for early payment, delinquent taxes, and truncation loss due to rounding. That number is shown in the “Increment Used” column in Table 14. To show the amount of the underlevy each year, Table 14 also includes a “Total Gross TIF” column, which is the amount of tax increment revenues that could have been collected from the “Total Increment” column. The “Total Gross TIF” column less the “Underlevy” column nets the “Gross TIF for URA” column. That gross number is then adjusted for delinquencies to arrive at a “Net TIF for URA”. It is this number, “Net TIF for URA”, that is intended to be no more than \$4,000,000 per year, per direction from the Agency.

Table 14 – Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Assessed Value				Tax Rate	Tax Increment Finance				
	Total	Frozen Base	Total Increment	Increment Used		Total Gross TIF	Underlevy	Gross TIF for URA Adjustments	Net TIF for URA	
2018	\$451,880,969	\$44,087,806	\$407,793,163	\$303,000,000	13.0594	\$5,325,534	(\$1,368,536)	\$3,956,998	(\$197,850)	\$3,759,148
2019	\$465,934,467	\$44,087,806	\$421,846,661	\$322,000,000	13.0595	\$5,509,106	(\$1,303,947)	\$4,205,159	(\$210,258)	\$3,994,901
2020	\$480,425,029	\$44,087,806	\$436,337,223	\$322,000,000	13.0595	\$5,698,346	(\$1,493,187)	\$4,205,159	(\$210,258)	\$3,994,901
2021	\$504,342,110	\$44,087,806	\$460,254,304	\$325,000,000	12.9159	\$5,944,599	(\$1,746,931)	\$4,197,668	(\$209,883)	\$3,987,785
2022	\$520,017,276	\$44,087,806	\$475,929,470	\$325,000,000	12.9159	\$6,147,057	(\$1,949,389)	\$4,197,668	(\$209,883)	\$3,987,785
2023	\$536,179,643	\$44,087,806	\$492,091,837	\$256,962,100	12.9159	\$6,355,809	(\$3,036,912)	\$3,318,897	(\$165,945)	\$3,152,952

Source: Tiberius Solutions LLC

Notes: TIF is tax increment revenues. Tax rates are expressed in terms of dollars per \$1,000 of assessed value.

VIII. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts due to the Amendment and are estimated through FYE 2023, and are shown in Tables 15a and 15b. Tables 16a and 16b indicate projections of impacts to the taxing districts if there were no Amendment. These impacts through 2019 would have been the same with or without the Amendment, but in 2020 and beyond, there are additional impacts to taxing districts because the Amendment increases the maximum indebtedness, and increases the length of time required to pay off the debt.

The West Linn Wilsonville School District and the Clackamas Education Service District revenues from permanent tax levies are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues from permanent rate levies are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone due to the use of tax increment financing, are replaced with State School Fund revenues, as determined by a funding formula at the State level.

Tables 15a and 15b show the projected impacts to permanent rate levies of taxing districts as a result of this Plan Amendment. Table 15a shows the general government levies, and Table 15b shows the education levies. Please note that impacts on these tables start in FYE 2020, when the new Maximum Indebtedness begins to be used. Tables 16a and 16b show the projected impacts to permanent rate levies of taxing districts if there were no Amendment. Table 16a shows the general government levies, and Table 16b shows the education levies.

Typically, in an urban renewal plan amendment, the increase in maximum indebtedness is equal to or less than the total impacts to taxing jurisdictions due to the amendment. However, in this Amendment that is not the case. There are two factors impacting taxing districts in a plan amendment that increases maximum indebtedness: 1) the dollars that are paying for projects (included in the maximum indebtedness number); and 2) the dollars paying the interest for the debt incurred to pay for the projects (not included in the maximum indebtedness number). Usually when a plan is amended to increase the maximum indebtedness, more debt is incurred, and as such, the amount of interest paid over the life of the Plan increases. That is not projected to be the case in this Plan. In fact, due to the refinancing of a loan, the amount of interest paid over the life of this Plan is projected to decrease, and decrease enough that it causes the overall impact to the taxing districts due to the Amendment to be less than the increase in maximum indebtedness due to the Amendment.

General obligation bonds and local option levies are impacted by urban renewal if they were originally approved by voters in an election prior to October 6, 2001, and if there are tax

Report Accompanying the Year 2000 Urban Renewal Plan

11th Amendment

compression impacts under Measure 5. There are no local option levies approved prior to October 6, 2001 that will still be in effect in the Area at the time that tax increment revenues begin to be collected. There is one bond that will be impacted. The impact of the URA on the bond rate is estimated to be less than \$0.01 per \$1,000 of assessed value. This will result in a very minor increase in property taxes for property owners. Table 17 shows the impacts through the scheduled termination of the bond in FYE 2020. Over the three-year period, for a property with an assessed value of \$100,000, the total cumulative impact would be \$0.39 in increased taxes imposed, as shown in Table 17.

Measure 5 limits property taxes from permanent rates and local option levies to \$10 per \$1,000 real market value for general government and \$5 per \$1,000 real market value for education. For each individual property where the property tax rate exceeds these limits, the property's tax bill is reduced, or compressed, first by decreasing local option levies, and then by decreasing permanent tax rates. Although the presence of urban renewal does not increase the overall tax rate in a jurisdiction, urban renewal is considered its own line item as a general government rate when evaluating the Measure 5 limits. Therefore, all other tax rates, in both general government and education, are slightly reduced to account for this. These reduced rates are called urban-renewal adjusted rates.

When an urban renewal area expires, all the adjusted rates will return to their slightly higher unadjusted rates. The education permanent tax rates and local option levies will increase. The aggregate education tax rate in this area already exceeds the \$5 per \$1,000 of assessed value, and in recent years, many properties experienced compression losses due to the Measure 5 limits. The increase in education tax rates due to the eventual termination of the URA may further increase compression losses for education. Since local option levies are compressed first in any situation where the Measure 5 limit is exceeded, they are at the greatest risk of a reduction in revenue. Therefore, in this urban renewal area, the West-Linn Wilsonville School District local option levy has the highest risk of increased compression when the urban area expires.

The potential concern over compression loss is being monitored by the City of Wilsonville and the School District. Increases in real market values of properties in recent years has alleviated much of the compression losses the School District experienced in years past. If the closure of the URA appears as if it will have significant impact on School District compression losses, the URA is prepared to phase out the collection of TIF revenue more slowly, resulting in a more gradual financial impact on the School District.

Table 18 indicates the projected tax revenue to taxing districts in FYE 2024, once urban renewal is terminated. Table 18 breaks the excess value created by the urban renewal area into two categories, "Used" and "Not Used." The "Used" category refers to the excess value that the Agency used to generate their tax increment revenues. The "Not Used" category refers to the excess value that was created in the urban renewal area, but not used for calculations determining tax increment revenues due to the Agency's decision to under-levy on an annual basis.

Table 15a – Projected Impact of Amendment on Taxing District Permanent Rate Levies - General Government -

FYE	County									Subtotal Gen. Govt.
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (495,222)	\$ (519,198)	\$ (10,299)	\$ (81,857)	\$ (10,299)	\$ (314,164)	\$ (14,439)	\$ (19,898)	\$ (1,339)	\$ (1,466,715)
2021	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2022	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2023	\$ (600,860)	\$ (629,950)	\$ (12,496)	\$ (99,319)	\$ (12,496)	\$ (381,179)	\$ (17,519)	\$ (24,142)	\$ (1,624)	\$ (1,779,585)
Total	\$ (2,608,598)	\$ (2,734,892)	\$ (54,251)	\$ (431,186)	\$ (54,251)	\$ (1,654,867)	\$ (76,058)	\$ (104,812)	\$ (7,053)	\$ (7,725,968)

Source: Tiberius Solutions LLC – note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Table 15b – Projected Impact of Amendment on Taxing District Permanent Rate Levies – Education

FYE	West Linn- Wilsonville School District	Clackamas Community College	Clackamas ESD	Subtotal Education	Total All
	Permanent	Permanent	Permanent		
2018	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (1,002,802)	\$ (114,979)	\$ (75,946)	\$ (1,193,727)	\$ (2,660,442)
2021	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)
2022	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)
2023	\$ (1,216,714)	\$ (139,506)	\$ (92,146)	\$ (1,448,366)	\$ (3,227,951)
Total	\$ (5,282,294)	\$ (605,657)	\$ (400,046)	\$ (6,287,997)	\$ (14,013,965)

Source: Tiberius Solutions LLC note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Please refer to the explanation of the schools funding in the preceding section

Table 16a – Projected Impact Plan on Taxing District Permanent Rate Levies - General Government – Without Amendment

FYE	County									Subtotal Gen. Govt.
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	
2018	\$ (705,856)	\$ (740,030)	\$ (14,680)	\$ (116,674)	\$ (14,680)	\$ (447,788)	\$ (20,581)	\$ (28,361)	\$ (1,908)	\$ (2,090,558)
2019	\$ (749,252)	\$ (785,527)	\$ (15,582)	\$ (123,847)	\$ (15,582)	\$ (475,318)	\$ (21,846)	\$ (30,105)	\$ (2,026)	\$ (2,219,085)
2020	\$ (254,030)	\$ (266,329)	\$ (5,283)	\$ (41,990)	\$ (5,283)	\$ (161,154)	\$ (7,407)	\$ (10,207)	\$ (687)	\$ (752,370)
Total	\$ (1,709,138)	\$ (1,791,886)	\$ (35,545)	\$ (282,511)	\$ (35,545)	\$ (1,084,260)	\$ (49,834)	\$ (68,673)	\$ (4,621)	\$ (5,062,013)

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 16b – Projected Impact on Taxing District Permanent Rate Levies – Education – Without Amendment

FYE	West Linn- Wilsonville School District	Clackamas Community College	Clackamas ESD	Subtotal	Total
	Permanent	Permanent	Permanent	Education	All
2018	\$ (1,429,328)	\$ (163,884)	\$ (108,248)	\$ (1,701,460)	\$ (3,792,018)
2019	\$ (1,517,202)	\$ (173,959)	\$ (114,903)	\$ (1,806,064)	\$ (4,025,149)
2020	\$ (514,400)	\$ (58,980)	\$ (38,957)	\$ (612,337)	\$ (1,364,707)
Total	\$ (3,460,930)	\$ (396,823)	\$ (262,108)	\$ (4,119,861)	\$ (9,181,874)

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 17 - Projected Impact of GO Bonds

FYE	GO Bond Tax Rate (per \$1,000 AV)			Property Tax Paid per \$100,000 AV		
	Without UR	With UR	Impact of UR	Without UR	With UR	Impact of UR
2018	0.1422	0.1435	0.0013	\$ 14.22	\$ 14.35	\$ 0.13
2019	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
2020	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
Total				\$ 42.68	\$ 43.07	\$ 0.39

Source: Tiberius Solutions LLC

Table 18 – Additional Revenues Obtained after Termination of Tax Increment Financing

Taxing District	Type	Tax Rate	Tax Revenue in FYE 2024 (year after termination)			Total
			From Frozen Base	From Excess Value (Used)	From Excess Value (Not Used)	
General Government						
Clackamas County	Permanent	2.4042	\$ 105,996	\$ 617,788	\$ 605,364	\$ 1,329,148
City of Wilsonville	Permanent	2.5206	\$ 111,128	\$ 647,699	\$ 634,673	\$ 1,393,500
County Extension & 4-H	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642
County Library	Permanent	0.3974	\$ 17,520	\$ 102,117	\$ 100,063	\$ 219,700
County Soil Conservation	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642
FD64 TVF&R	Permanent	1.5252	\$ 67,243	\$ 391,919	\$ 384,037	\$ 843,199
Port of Portland	Permanent	0.0701	\$ 3,091	\$ 18,013	\$ 17,651	\$ 38,755
Road District 15 Wilsonville	Permanent	0.0000	\$ -	\$ -	\$ -	\$ -
Srv 2 Metro	Permanent	0.0966	\$ 4,259	\$ 24,823	\$ 24,323	\$ 53,405
Vector Control	Permanent	0.0065	\$ 287	\$ 1,670	\$ 1,637	\$ 3,594
<i>Subtotal</i>		<i>7.1206</i>	<i>\$ 313,932</i>	<i>\$ 1,829,725</i>	<i>\$ 1,792,928</i>	<i>\$ 3,936,585</i>
Education						
West Linn-Wilsonville School District	Permanent	4.8684	\$ 214,637	\$ 1,250,994	\$ 1,225,836	\$ 2,691,467
Clackamas Community College	Permanent	0.5582	\$ 24,610	\$ 143,436	\$ 140,552	\$ 308,598
Clackamas ESD	Permanent	0.3687	\$ 16,255	\$ 94,742	\$ 92,837	\$ 203,834
<i>Subtotal</i>		<i>5.7953</i>	<i>\$ 255,502</i>	<i>\$ 1,489,172</i>	<i>\$ 1,459,225</i>	<i>\$ 3,203,899</i>
Total		12.9159	\$ 569,434	\$ 3,318,897	\$ 3,252,153	\$ 7,140,484

Source: Tiberius Solutions LLC

IX. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 2017 values), including all real, personal, personal, manufactured, and utility properties in the Area, is \$44,499,418. The total assessed value of the City of Wilsonville less urban renewal excess is \$2,661,811,027. The percentage of assessed value in the Urban Renewal Area is 7.43%, below the 25% threshold.

The Area contains 454 acres, including public rights-of-way, and the City of Wilsonville contains 4,835 acres. This puts 24.57% of the City's acreage in an Urban Renewal Area when including the City's other urban renewal areas, which is below the 25% threshold.

Table 19 – Urban Renewal Area Conformance with Assessed Value and Acreage Limits

Urban Renewal Area	Frozen Base/AV	Acres
West Side URA	\$16,109,831	415
Year 2000 URA	\$44,499,418	454
Coffee Creek	\$99,003,704	258.35
TIF Zones		
27255 SW 95th Ave	\$17,938,434	26.07
26440 SW Parkway	\$12,582,201	24.98
26755 SW 95th Ave	\$7,675,439	9.76
Total in URAs	\$197,809,027	1188.16
City of Wilsonville	\$3,403,012,022	4,835
UR Excess	\$741,200,995	
City less UR Excess	\$2,661,811,027	
Percent of Total	7.43%	24.57%

Source: Compiled by Elaine Howard Consulting, LLC with data from City of Wilsonville and Washington and Clackamas County Department of Assessment and Taxation (FYE 2017)

X. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been currently identified.

Exhibit C to Ordinance No. 817

**PLANNING COMMISSION
WEDNESDAY, DECEMBER 13, 2017
6:00 P.M.**

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

Motions

CONSIDERATION OF THE MINUTES

A. Consideration of the November 8, 2017 Planning Commission minutes
The November 8, 2017 Planning Commission minutes were accepted as presented.

III. LEGISLATIVE HEARING

A. Year 2000 URA – Boeckman Creek Bridge

Commissioner Postma moved that the Wilsonville Planning Commission finds, based upon the information provided in the staff report that the Year 2000 Urban Renewal Plan Amendment conforms to the Wilsonville Comprehensive Plan and adopts Resolution No. LP17-0005. Commissioner Millan seconded the motion, which passed unanimously.

**PLANNING COMMISSION
RESOLUTION NO. LP17-0005
A RESOLUTION MAKING CERTAIN DETERMINATIONS AND FINDINGS
RELATING TO THE YEAR 2000 URBAN RENEWAL PLAN ELEVENTH
AMENDMENT**

WHEREAS, the Urban Renewal Agency of the City of Wilsonville (“Agency”), as the duly authorized and acting urban renewal agency of the City of Wilsonville, Oregon, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Year 2000 Urban Renewal Plan Amendment attached hereto as Exhibit A (the “Amendment”) and incorporated herein. The Plan authorizes certain urban renewal activities within the Year 2000 Urban Renewal Area (the “Area”); and

WHEREAS, the Agency has caused the preparation of a certain Urban Renewal Report attached hereto as Exhibit B (the “Report”) and incorporated herein to accompany the Amendment as required under ORS 457.085(3); and

WHEREAS, the Agency forwarded the Amendment and Report to the Wilsonville Planning Commission (the “Commission”) for review and recommendation; and

WHEREAS, the Tenth Amendment adopted findings related to the Transportation Goal in the Wilsonville Comprehensive Plan which were added to the Year 2000 Plan; and

WHEREAS, the Eleventh Amendment adds a transportation project that conforms to this goal; and

WHEREAS, the Commission considered the Amendment and Report on December 13, 2017 and adopted a finding that the Amendment conformed with the Wilsonville Comprehensive Plan.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF WILSONVILLE HEREBY FINDS:

Section 1.

1. The Amendment conforms to the Wilsonville Comprehensive Plan as described in the staff report on the Amendment.

Adopted by the Planning Commission of the City of Wilsonville this 13th day of December, 2017.


Jerry Greenfield, Planning Commission Chairman

ATTEST:


Tami Bergeron, Administrative Assistant III - Planning

SUMMARY OF VOTES:

Chair Jerry Greenfield	<u>yes</u>
Commissioner Eric Postma	<u>yes</u>
Commissioner Peter Hurley	<u>yes</u>
Commissioner Al Levit	<u>yes</u>
Commissioner Kamran Mesbah	<u>AB</u>
Commissioner Phyllis Millan	<u>yes</u>
Commissioner Simon Springall	<u>yes</u>

Attachments: Exhibit A – Year 2000 Urban Renewal Plan Amendment
Exhibit B – Report on the Year 2000 Urban Renewal Plan Amendment
Exhibit C – Staff Report

Exhibit D to Ordinance No. 817

WEST LINN-WILSONVILLE SCHOOL DISTRICT, OREGON

Resolution No. 2017-4

A RESOLUTION TO CONCUR WITH TWO PROVISIONS OF AMENDMENT TO THE WILSONVILLE YEAR 2000 URBAN RENEWAL AREA

WHEREAS, the Year 2000 Plan and Report on the Plan were duly adopted and approved by the Wilsonville City Council on August 29, 1990, and has been subsequently amended; and,

WHEREAS, the Wilsonville Urban Renewal Agency (Agency) proposes the 11th Amendment to the Plan at this time to identify a new project, make changes to the Plan to address the new project, and increase the maximum indebtedness by \$14,509,101; and,

WHEREAS, the Agency pursuant to requirements of ORS Chapter 457 has caused preparation of an Amendment to the Year 2000 Plan (Amendment), attached hereto as **Exhibit A**; and,

WHEREAS, the Amendment is accompanied by a Report as required under ORS 457.085(3), attached hereto as **Exhibit B**; and,

WHEREAS, pursuant to ORS 457.220(4) and ORS 457.220(5), the Amendment to increase maximum indebtedness requires concurrence by the overlapping taxing districts as the increase in maximum indebtedness is greater than 20% of the original maximum indebtedness as adjusted by inflation; and

WHEREAS, pursuant to ORS 457.455(1), continuance of the existing revenue sharing agreement program the Wilsonville Urban Renewal Agency has been enacting will require concurrence with overlapping taxing districts; and,

WHEREAS, the concurrence provides specific authority to the Agency to enter into a revenue sharing agreement, attached hereto as **Exhibit C**; and

WHEREAS, concurrence is the approval of 75% of the permanent rate levy of the overlapping taxing districts; and

WHEREAS, the Wilsonville Urban Renewal Agency is seeking the approval of the West Linn-Wilsonville School District; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the West Linn-Wilsonville School District that:

- Section 1.** By enactment of this resolution, the West Linn-Wilsonville School District concurs with the maximum indebtedness increase of \$14,509,101.
- Section 2.** By enactment of this resolution, the West Linn-Wilsonville School District concurs with the revenue sharing program and is authorized to enter into the revenue sharing agreement program as outlined in **Exhibit C**.
- Section 3.** This resolution takes effect upon its adoption.

PASSED AND APPROVED this 8 day of Jan-2018

West Linn-Wilsonville School District


Board Chair
Ginger Fitch

ATTEST:

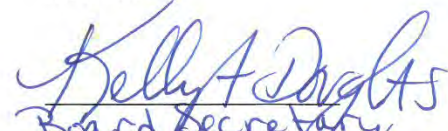

Board Secretary
Kelly Douglas
Attachments:

Exhibit A: October 30, 2017 Draft Year 2000 Urban Renewal Plan 11th Amendment

Exhibit B: October 20, 2017 Draft Report Accompanying the Year 2000 Plan 11th Amendment

Exhibit C: Revenue Sharing Agreement Program

**Note: Exhibits A and B from the
School District Resolution are not
included with Exhibit D to Ordinance
No. 817**



Exhibit C: Revenue Sharing Agreement Program

The City of Wilsonville passed Resolution No. 156 on June 18, 2007 directing staff to limit tax increment proceeds in the Year 2000 Urban Renewal Plan to \$4,000,000 per year. The substantial amendment in 2018 to add a project and increase the maximum indebtedness intends to continue using this revenue sharing formula instead of the revenue sharing as prescribed by ORS 457.470.

By concurring to the revenue sharing agreement through passage of Resolution No.2017-4 and countersigning this Revenue Sharing Program, the Board of the West Linn/Wilsonville School District agrees to the continuance of the \$4,000,000 per year limitation of tax increment proceeds in the Y2000 Urban Renewal Area in lieu of the revenue sharing detailed in ORS 457.470.

Kathy Ludwig, Superintendent
West Linn/Wilsonville School District

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION AUTHORIZING AN
AMENDMENT TO THE CITY OF
WILSONVILLE'S YEAR 2000 URBAN
RENEWAL PLAN



Resolution No. 2018-18

Page 1 of 2

WHEREAS, the Year 2000 Plan and Report on the Plan were duly adopted and approved by the Wilsonville City Council on August 29, 1990, and has been subsequently amended; and,

WHEREAS, the Wilsonville Urban Renewal Agency (Agency) proposes the 11th Amendment to the Plan at this time to identify a new project, make changes to the Plan to address the new project, and increase the maximum indebtedness by \$14,509,101; and,

WHEREAS, the Agency, pursuant to requirements of ORS Chapter 457, has caused preparation of an Amendment to the Year 2000 Plan (Amendment), attached hereto as **Exhibit A**; and,

WHEREAS, the Amendment is accompanied by a Report as required under ORS 457.085(3), attached hereto as **Exhibit B**; and,

WHEREAS, there are unincorporated properties in Clackamas County within the Year 2000 Plan Area and because of that, Clackamas County must vote to approve the Amendment; and

WHEREAS, pursuant to ORS 457.220(4) and ORS 457.220(5), the Amendment to increase maximum indebtedness requires concurrence by the overlapping taxing districts as the increase in maximum indebtedness is greater than 20% of the original maximum indebtedness as adjusted by inflation; and

WHEREAS, pursuant to ORS 457.455(1), continuance of the existing revenue sharing agreement program the Wilsonville Urban Renewal Agency has been enacting will require concurrence with overlapping taxing districts; and,

WHEREAS, the concurrence provides specific authority to the Agency to enter into a revenue sharing agreement, attached hereto as **Exhibit C**; and

WHEREAS, concurrence is the approval of 75% of the permanent rate levy of the overlapping taxing districts; and

WHEREAS, the Wilsonville Urban Renewal Agency is seeking the approval of Clackamas County;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION AUTHORIZING AN
AMENDMENT TO THE CITY OF
WILSONVILLE'S YEAR 2000 URBAN
RENEWAL PLAN



Resolution No. 2018- 18

Page 2 of 2

NOW, THEREFORE, the Clackamas County Board of Commissions do hereby resolve:

- Section 1.** By enactment of this resolution, Clackamas County approves the attached Year 2000 Plan Amendment and Report. The Amendment adds a project, increases maximum indebtedness by more than 20% of original maximum indebtedness indexed by inflation, therefore, requiring concurrence, and proposes an alternative revenue sharing scenario which also requires concurrence.
- Section 2.** By enactment of this resolution, Clackamas County concurs with the maximum indebtedness increase of \$14,509,101.
- Section 3.** By enactment of this resolution, Clackamas County concurs with the revenue sharing agreement program and is authorized to enter into the Agreement as outlined in **Exhibit C**.
- Section 4.** This resolution takes effect upon its adoption.

DATED this 29th day of March, 2018.

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**Note: Exhibits A and B from the
Clackamas County Resolution are
not included with Exhibit D to
Ordinance No. 817**

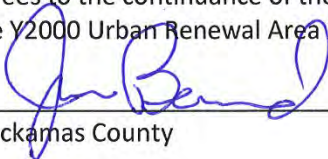
EXHIBIT C



Exhibit C: Revenue Sharing Agreement Program

The City of Wilsonville passed Resolution No. 156 on June 18, 2007 directing staff to limit tax increment proceeds in the Year 2000 Urban Renewal Plan to \$4,000,000 per year. The substantial amendment in 2018 to add a project and increase the maximum indebtedness intends to continue using this revenue sharing formula instead of the revenue sharing as prescribed by ORS 457.470.

By concurring to the revenue sharing agreement through passage of Resolution No. ²⁰¹⁸⁻¹⁸ and countersigning this Revenue Sharing Program, the Clackamas County Board of Commissioners agrees to the continuance of the \$4,000,000 per year limitation of tax increment proceeds in the Y2000 Urban Renewal Area in lieu of the revenue sharing detailed in ORS 457.470.



Clackamas County

Exhibit F to Ordinance No. 817

RESOLUTION NO. 2686

A RESOLUTION TO CONCUR WITH TWO PROVISIONS OF THE 11TH AMENDMENT TO THE WILSONVILLE YEAR 2000 URBAN RENEWAL AREA.

WHEREAS, the Year 2000 Plan and Report on the Plan were duly adopted and approved by the Wilsonville City Council on August 29, 1990, and has been subsequently amended; and,

WHEREAS, the Wilsonville Urban Renewal Agency (Agency) proposes further the 11th Amendment to the Plan at this time to identify a new project, make changes to the Plan to address the new project, and increase the maximum indebtedness by \$14,509,101; and,

WHEREAS, the Agency pursuant to requirements of ORS Chapter 457 has caused preparation of an Amendment to the Year 2000 Plan (Amendment), attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the Amendment is accompanied by a Report as required under ORS 457.085(3), attached hereto and incorporated herein as **Exhibit B**; and,

WHEREAS, pursuant to ORS 457.220(4) and ORS 457.220(5), the Amendment to increase maximum indebtedness requires concurrence by the overlapping taxing districts as the increase in maximum indebtedness is greater than 20% of the original maximum indebtedness as adjusted by inflation; and

WHEREAS, pursuant to ORS 457.455(1), continuance of the existing revenue sharing agreement program the Wilsonville Urban Renewal Agency has been enacting will require concurrence with overlapping taxing districts; and,

WHEREAS, the concurrence provides specific authority to the Agency to enter into a Revenue Sharing Program Agreement, attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, concurrence is the approval of 75% of the permanent rate levy of the overlapping taxing districts; and

WHEREAS, the Wilsonville Urban Renewal Agency is seeking the approval of the City of Wilsonville; and

NOW THEREFORE, BE IT RESOLVED by the City of Wilsonville City Council that:

1. The City of Wilsonville concurs with the maximum indebtedness increase of \$14,509,101.
2. The City of Wilsonville agrees to continue the existing revenue sharing agreement for the Year 2000 Urban Renewal Area and authorizes the Mayor to execute the attached Revenue Sharing Program Agreement.
3. This resolution takes effect upon its adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of May 2018, and filed with the Wilsonville City Recorder this date.

Scott Starr, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachments:

1. Exhibit A: Year 2000 Urban Renewal Plan 11th Amendment
2. Exhibit B: Report Accompanying the Year 2000 Plan 11th Amendment
3. Exhibit C: Revenue Sharing Agreement

Note: Exhibits A and B from the Wilsonville Resolution are not included with Exhibit F to Ordinance No. 817

Exhibit C to Resolution No. 2686



Revenue Sharing Program Agreement

The City of Wilsonville passed Resolution No. 156 on June 18, 2007 directing staff to limit tax increment proceeds in the Year 2000 Urban Renewal Plan to \$4,000,000 per year. The substantial amendment in 2018 to add a project and increase the maximum indebtedness intends to continue using this revenue sharing formula instead of the revenue sharing as prescribed by ORS 457.470.

By concurring to the revenue sharing agreement through passage of Resolution No.2686 and signing this Revenue Sharing Program Agreement, the Wilsonville City Council agrees to the continuance of the \$4,000,000 per year limitation of tax increment proceeds in the Y2000 Urban Renewal Area in lieu of the revenue sharing detailed in ORS 457.470.

Tim Knapp
Mayor, City of Wilsonville



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 7, 2018		Subject: Ordinance No. 814 - 1st Reading Solid Waste Management and Collection Franchise Agreement	
		Staff Member: Amanda Guile-Hinman, Assistant City Attorney Mark Ottenad, Public/Government Affairs Director	
		Department: Legal/Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: May 7, 2018 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: May 7, 2018 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 21, 2018 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: Adoption of new Solid Waste Management and Collection Franchise Agreement.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 814.			
Recommended Language for Motion: I move to approve Ordinance No. 814 on first reading.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities Update Solid Waste Franchise Agreement		<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council to consider adoption of a proposed Solid Waste Management and Collection Franchise Agreement (“Proposed Franchise Agreement”) with Republic Services attached hereto as **Attachment A**, along with the following attachments to the Proposed Franchise Agreement: Attachment 1 (Administrative Rules), Attachment 2 (Rate Schedule), and Attachment 3 (Franchisee Acknowledgement). Updating the Solid Waste Franchise Agreement is a 2017-19 Administrative Initiative. **Attachment B** contains the redline versions of the Proposed Franchise Agreement and Administrative Rules, which shows the changes from the prior drafts of the Proposed Franchise Agreement and Administrative Rules provided to Council in the April 16, 2018 Council Packet to the current **Attachment A**.

EXECUTIVE SUMMARY:

This Staff Report reviews the outstanding issues City staff and Republic Services worked to resolve since the last Council work session.

1. Indexing

City staff and Republic Services representatives previously agreed to use an index to adjust service rates rather than undertake a complicated rate review every two years. City staff and Republic Services also agreed to use the index that is replacing the Portland-Salem Consumer Price Index, which is the All Urban Consumers for West-Size Class A Consumer Price Index (“CPI”). City staff drafted the Proposed Franchise Agreement to provide a sliding scale for applying the CPI and Republic Services is supportive of the sliding scale approach.

The following sliding scale is reflected in Article VIII of the proposed Franchise Agreement:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

2. Recycling Surcharge

Due to the increased costs of recycling, several local governments, including Clackamas County, Washington County, Portland, Lake Oswego, and Tualatin, are considering or already have adopted a recycling surcharge to be added to customer bills or a service rate increase.

City staff and Republic Services negotiated to follow Clackamas County’s adopted fee increase as follows:

- \$2.50 flat fee per month for residential customers.
- \$1.50 per yard based on size of recycling container. Commercial customers that use 35, 60, or 90 gallon recycling carts will be charged the same \$1.50 fee as the one-yard rate.

A question arose at the April 16, 2018 Council work session whether a recycling surcharge would motivate customers to throw more recycling away in their solid waste containers. Residential customers pay the same flat rate regardless of the size of their solid waste containers and cannot choose only solid waste service (exclusive of recycling service), so they cannot avoid the recycling surcharge. Moreover, if residential customers opt for a larger solid waste container, the rate for a larger solid waste container is more than the \$2.50 recycling surcharge.

Although commercial customers are billed according to the size of their recycling containers, the fee is not as significant as the cost of increasing the size of the solid waste container and may require more days of solid waste service, which is also an increased cost.

For example, a commercial customer could have a 2 yard *solid waste* container, but an 8 yard *recycling* container. The commercial customer would be charged a \$12 recycling surcharge (8 x \$1.50 = \$12.00). The cost of increasing from a 2 yard *solid waste* container to a 3 yard *solid waste* container is \$69.68 (\$250.59 - \$180.91). Also, that scenario assumes only one service day each week for solid waste. If the commercial customer retained the 2 yard *solid waste* container, but had to increase to two (2) service days each week, the increased cost is \$176.47 (\$357.38 - \$180.91). Even though a commercial customer's recycling container may be larger than its solid waste container, the cost of throwing away recyclables is much greater than simply paying the recycling surcharge.

3. Timing of Service Rates and Franchise Fee Adjustments

The Proposed Franchise Agreement has the following structure for implementing service rate adjustments and franchise fee increases as follows:

- July 1, 2018 – Recycling surcharge implemented
- July 1, 2018 – Service Rate increase by 3.25%
- October 1, 2018 – Service Rate increase by 3.25%
- July 1, 2019 – Service Rate “true-up” to achieve 10% operating margin
- January 1, 2020 – City Franchise fee increase to 5%

This approach to the increase in service rate, new recycling surcharge, and franchise fee adjustment over the next 18 months seeks to address the immediate need for a rate increase and the recycling market issues first and then incorporating the franchise fee increase.

The recycling surcharge is to address a specific issue that has largely risen since January 2018 and does not alleviate the standard expenses that Republic Services pays. In other words, the recycling surcharge addresses a unique issue that is not otherwise reflected in typical rate increase requests. City staff recommend treating the recycling issue separately as a surcharge that may be removed if or when better recycling conditions occur.

Typically, Republic Services requests a rate increase every two years (right around this time) under the current, existing Franchise Agreement. But for this Proposed Franchise Agreement being negotiated between the City and Republic Services, Republic Services would have requested a six-and-one-half percent (6.5%) service rate increase from the Council under the current, existing Franchise Agreement. In examining the CPI proposed to be used in the Proposed Franchise Agreement, there has been a 3.14% increase and a 3.53% increase for March 2016-March 2017 and March 2017-March 2018, respectively. Therefore, based on the percentage increase in the CPI and also based on information provided by Republic Services (which will be available for the Council at the May 7 City Council meeting), City staff and Republic Services recommend a phased-in 6.5% rate increase of 3.25% effective July 1, 2018 and another 3.25% increase effective October 1, 2018. This phased-in rate increase will help ensure that the “true-up” performed by July 1, 2019 does not lead to a large increase in rates for customers, while also not causing one larger rate increase on July 1, 2018 if the entire 6.5% increase was applied at that time.

Examples of these adjustments on a typical residential customer's monthly cost and a commercial customer's monthly cost are provided in **Attachment C** to this Staff Report.

The "true-up" and the franchise fee increase are not included in Attachment C because the "true-up" will require a comprehensive review of Republic Services' books and records to determine the rate adjustment, if any, is needed to achieve the 10% operating margin. Moreover, the franchise fee is incorporated as part of the allowable expenses when calculating the operating margin so it will not necessarily trigger a rate increase unless the operating margin calls for a rate increase and the CPI reflects an increase as well.

In other words, if the CPI decreases, the service rates will not be adjusted even though the franchise fee increased. Similarly, if the operating margin is at or above 12%, the increased franchise fee will not cause the service rates to increase.

4. Billing Due Date

On April 16, 2018, Councilor Akervall raised a question about a regulation in the Administrative Rules regarding the due date of customer invoices from Republic Services. City staff added a provision in the Administrative Rules (Subsection 3.6.2) to address customer billing due dates.

BACKGROUND INFORMATION:

Administrative Directive (1) for 2017-2019 is to "update the solid waste franchise agreement and consider curbside composting options." The City's Solid Waste Franchise Agreement was first adopted through Ordinance No. 204 in 1982, over thirty-five (35) years ago. Some amendments have been made to add recycling services, adjust rates, and update franchisee information, but the original ordinance is still the legal document that governs the City's solid waste management and it is clearly outdated. Council decided to prioritize updating the solid waste franchise agreement and examining options for composting.

EXPECTED RESULTS:

Council adoption of the Proposed Franchise Agreement (Ordinance No. 814) and related attachments upon first reading set for May 7, 2018. Staff anticipate that changes to Wilsonville Code Chapter 1 regarding penalties for certain violations will be required as a result of redrafting the Franchise Agreement. Such revisions are anticipated to be before Council in Summer or Fall 2018.

TIMELINE:

First reading of the Franchise Agreement Ordinance is set for May 7, 2018 with a second reading scheduled for May 21, 2018.

CURRENT YEAR BUDGET IMPACTS:

There are no budgetary impacts of renegotiating the Franchise Agreement. If the franchise fee is increased to 5%, the General Fund may realize approximately \$120,000 per fiscal year based on current population and service.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 5/2/2018

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 4/28/2018

COMMUNITY INVOLVEMENT PROCESS:

Staff are in communication with Republic Services and met with Republic Services on February 26, 2018, April 5, 2018, April 13, 2018, and April 26, 2018 to discuss and review the Franchise Agreement and Administrative Rules. Staff and Republic Services have engaged in detailed revisions to drafts of the Franchise Agreement and Administrative Rules. Staff are also in communication with and have met with other government entities regarding key considerations for updating the Franchise Agreement. Information regarding this Ordinance was included in the May 2018 Boones Ferry Messenger and released to the media, with a potential article to appear in the May 2, 2018 edition of the Wilsonville Spokesman.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Updating the Franchise Agreement will provide clearer standards and solid waste, recycling, yard debris, and food scraps service for the Wilsonville community. If Council decides to increase the franchise fee, that fee will be passed on to the customers because it is part of the allowable expenses that Republic Services calculates to determine if a rate increase is applicable.

ALTERNATIVES:

Minor updates to critical sections of the current Franchise Agreement to bring it into compliance with current law and to provide reasonable insurance requirements. Adoption of a recycling surcharge in conformance with surrounding jurisdictions.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Attachment A: Ordinance No. 814
- B. Attachment B: Redlined versions of the Solid Waste Franchise Agreement and Administrative Rules
- C. Attachment C: Example of Residential Customer Monthly Service Fees

ORDINANCE NO. 814

AN ORDINANCE OF THE CITY OF WILSONVILLE CREATING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NOS. 204, 281, 424, AND 443 AND RESOLUTIONS NOS. 1077 AND 2566.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 459 grants the City of Wilsonville (“City”) the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to ensure efficient and comprehensive solid waste management and collection services are available to all residents, businesses, and organizations within the City; and

WHEREAS, the City Council has determined that public health, safety, and well-being require an exclusive franchise be awarded to a qualified company for the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps, as more particularly described below; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates and quality service related to the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps;

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

ARTICLE I

Title

This Ordinance will be known as the “Solid Waste Management Ordinance,” and may be so cited and pleaded, and will be referred to herein as the “Ordinance.”

ARTICLE II

Purpose

It is the policy and purpose of the City to protect the health, safety, and welfare of the citizens and the physical environment of Wilsonville through the regulation of solid waste management. This regulation will:

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;

2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 regulations relating to solid waste management prescribed to local jurisdictions and their authorized franchisees; and
6. Ensure consistent and responsive service and communication with citizens regarding solid waste management operations, education, and requirements.

ARTICLE III

Scope

Services defined, regulated, and authorized in this Ordinance are applicable only within the City limits of the City of Wilsonville and all future annexations during the term of this Ordinance.

ARTICLE IV

Definitions

1. Administrative Rules or Solid Waste Management and Collection Administrative Rules. All standards and rules adopted by the City Council upon adoption of this Ordinance defining specific operating rules and procedures that support and ensure compliance with this Ordinance, and which may be amended from time to time by the City Manager or designee upon review with Franchisee as provided in the Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment 1**.
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the

Franchisee solely in the course of performing its obligations under the Franchise. *See* the definition for “Cost Allocation” regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee’s fixed asset policy, excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks;
- f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
- g. Performance bonds and insurance in at least the amounts and coverages required by the City;
- h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
- i. Utilities;

- j. Training, worker safety, and employee development expenses;
- k. Promotion and public education costs;
- l. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of Services under this Franchise over standardized economic useful lives of the various assets;
- m. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- n. Interest expense, other than interest paid with respect to route or Franchise acquisitions, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- o. Direct write-off charges for bad debts; and
- p. Franchise Fees assessed by the City.

Allowable Expenses, as defined above, shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies in Clackamas and Washington Counties of the State of Oregon. If there is any disagreement or discrepancy regarding what is considered an “Allowable Expense” or “Unallowable Expense,” or the amount of an “Allowable Expense,” Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies that may be available to the parties.

- 3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each Fiscal Year, as more particularly described in Article XI, Section 3 herein.
- 4. Bi-Annual Informational Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 2.
- 5. City. The City of Wilsonville.
- 6. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, manufacturing and industrial buildings and complexes. “Commercial” does not include business, manufacturing, or processing activities that occur in Residential dwellings.

7. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:
 - a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential, Multi-Family, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee's overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multi-Family, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee's services utilized by other cities and counties).
 - b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee's services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.
8. Council. The City Council of the City of Wilsonville.
9. CPI. The March to March All Urban Consumers for West-Size Class A Consumer Price Index as defined by the United States Bureau of Labor Statistics rounded to the nearest hundredth percent, or other index that replaces this index.
10. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.
11. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving Solid Waste management services from the Franchisee within the City.
12. DEQ. State of Oregon Department of Environmental Quality.
13. EPA. United States Environmental Protection Agency.
14. Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.

15. Fiscal Year. July 1 to June 30 of any year.
16. Franchise. A contract with the City allowing the use of public right-of-way to collect, transport, process, and dispose of Solid Waste, Recyclable Materials, Yard Debris, and food scraps and to perform other responsibilities as defined in this Ordinance.
17. Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.
18. Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties.
19. Gross Revenue. For any period of time:
 - a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise;
 - b. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds, or other reimbursements for any other expense that was an Allowable Expense under this Ordinance; and
20. Hazardous Waste. Hazardous Waste includes:
 - a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
 - b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

- ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.
 - c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.
- 21. Multi-Family. Any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.
- 22. Operating Margin. Gross Revenues minus Allowable Expenses within the Fiscal Year.
- 23. Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. “Organic Materials” includes, but is not limited to, food waste, Yard Debris, paper, and putrescible materials which are generally a source of food for bacteria.
- 24. Other Materials. Materials that the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to the Solid Waste Management and Collection Administrative Rules as further identified in Article XV herein.
- 25. Person. An individual, partnership, association, corporation, trust, firm, estate, or other legal private entity.
- 26. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.
- 27. Recyclable Materials. Any material or group of materials that can be collected and sold for Recycling at a net cost equal to or less than the cost of collection and disposal of the same material, or other materials as may be designated by the City.
- 28. Recycling. Any process by which Solid Waste materials are reused or transformed into new products in a manner that the original products may lose their identity.
- 29. Residential. A single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

30. Resource Recovery. The process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or reuse of Solid Waste.
31. Service. Collection, transportation, transfer, disposal, or Resource Recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.
32. Service Rate. The cost Customers pay for Service provided by Franchisee as stated in **Attachment 2** to this Ordinance and as adjusted pursuant to Article VIII of this Ordinance.
33. Solid Waste. All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded home and industrial appliances; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. “Solid Waste” does not include:
 - a. Unacceptable Waste;
 - b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
 - c. Reusable beverage containers;
 - d. Cardboard generated by a Person and transported to a Resource Recovery facility. Such Person will be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator’s business;
 - e. Material used for fertilizer or other productive purposes in agricultural operations;
 - f. Discarded or abandoned vehicles; or
 - g. Recyclable Materials that are Source Separated and set out for Recycling.
 - h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules attached hereto and incorporated herein as **Attachment 1**.
34. Solid Waste Management and Collection. The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment,

utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

35. Source Separated Materials. Sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final disposal.
36. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
37. Unallowable Expenses. Includes the following:
 - a. All charitable and political contributions;
 - b. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.
 - c. Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
 - d. Accruals for future unknown regulatory changes;
 - e. Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;
 - f. Principal or interest payments on the acquisition of any new Service routes;
 - g. The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;
 - h. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;
 - i. Fees paid to a Franchisee's Board of Directors;
 - j. Attorney's fees and related expenses resulting from:

- i. Any judicial proceeding in which the City and Franchisee are adverse parties;
- ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;
- k. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;
- l. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;
- m. Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;
- n. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules attached hereto as **Attachment 1**, except for Disposal costs associated with these Services;
- o. Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

- 38. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.
- 39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste generated from landscaping activities or from Residential property. "Yard Debris" does not include stumps, rocks, or bulky wood materials.

ARTICLE V

Franchise Award

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service to the City's Residential, Multi-Family, and Commercial Customers and will provide the option for Commercial Customers to have Organic Materials Service provided by Franchisee. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.
2. Exceptions. Nothing in this Ordinance will:
 - a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;
 - b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person's work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person's own equipment where the Solid Waste or Yard Debris produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;
 - c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot

dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);

- d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.
 - e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.
3. Solid Waste Removal. No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:
- a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;
 - b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;
 - c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or
 - d. Prevent the City from conducting an annual clean-up campaign for the collection of Yard Debris, other Recyclable Materials, Organic Materials, Solid

Waste, or Other Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.

4. Unauthorized Use. No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.
5. Title. Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.
6. Rejection of Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Franchisee, Franchisee may refuse to Service the entire Solid Waste, Recyclable Material, Yard Debris, or Organic Material container that contains the Unacceptable Waste.
 - a. In such situations, Franchisee will contact the Customer and the Customer must undertake appropriate action prior to the next scheduled Service day to ensure that such Unacceptable Waste is removed and properly disposed.
 - b. In the event Unacceptable Waste is present but not discovered until after Service by Franchisee, Franchisee may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with applicable law and charge the Customer or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. To the extent practicable, the City will assist Franchisee to determine the identity of the Customer or generator of the Unacceptable Waste.

ARTICLE VI

Franchise Term

The rights, privileges, and Franchise herein granted will continue for the Franchisee for a period of ten (10) years, commencing July 1, 2018, unless sooner terminated in accordance with

the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

ARTICLE VII

Franchise Fee

1. Initial Franchise Fee. In consideration of the Franchise by this Ordinance, for the first year of this Franchise, the Franchisee shall pay to the City three percent (3%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance.
2. Franchise Fee Increase. Beginning January 1, 2020, the initial Franchise Fee will increase to five percent (5%) of the Gross Revenue. The Franchise Fee increase may be passed on to the Customers. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
3. Franchise Fee Payment. The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending June 30 of each year for the prior Fiscal Year.
4. Late Payments; Interest. Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 3 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

ARTICLE VIII

Establishment and Modification of Service Rates

1. Initial Service Rate. The initial Service Rate Franchisee charges to Customers for its Service is set forth in **Attachment 2** to this Ordinance, which is incorporated by reference herein.
2. First Service Rate Adjustment. On October 1, 2018, the initial Service Rate will be increased by three-and-one-quarter percent (3.25%).
3. Second Service Rate Adjustment. Prior to July 1, 2019, the City will undertake a review of Franchisee’s books, records, and accounts to adjust the Service Rate to set a new Service Rate that achieves an Operating Margin of ten percent (10%). The Service Rate may be adjusted higher or lower in order to achieve the ten percent (10%) Operating Margin. The initial Service Rate will be charged to Customers from July 1, 2018 through and including September 30, 2018. The first Service Rate adjustment will be charged to Customers from October 1, 2018 through and including June 30, 2019. The second Service Rate adjustment will be charged to Customers from July 1, 2019 through and including June 30, 2020. The annual Service Rate adjustment provided in Section 4 of this Article does not apply to the first or second Service Rate adjustments. For clarity, the table below illustrates the timing and adjustment of each of the Service Rates discussed in Sections 1 through 3 of this Article:

Title	Time	Service Rate
Initial Service Rate	July 1, 2018-September 30, 2018	Listed in Attachment 2
First Service Rate Adjustment	October 1, 2018-June 30, 2019	Service Rate increased by 3.25%
Second Service Rate Adjustment	July 1, 2019-June 30, 2020	Service Rate adjusted to achieve 10% Operating Margin

4. Annual Service Rate Adjustment. It is the goal of this Franchise to provide Franchisee with a target Operating Margin of ten percent (10%), but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Sections 2, 3, or 5 of this Article, the Service Rate will be adjusted annually under the following circumstances:
 - a. Service Rates will not change in the next Fiscal Year if the expected Operating Margin in the next Fiscal Year is equal to or greater than twelve percent (12%).

- b. If the expected Operating Margin in the next Fiscal Year is equal to or greater than ten percent (10%) but less than twelve percent (12%), Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
- c. If the expected Operating Margin in the next Fiscal Year is equal to or greater than eight percent (8%) but less than ten percent (10%), Service Rates will be adjusted to reflect seventy-five percent (100%) of the percentage increase, if any, in the CPI.
- d. If the expected Operating Margin in the next Fiscal Year is less than eight percent (8%) and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 5 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

- e. The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that Fiscal Year.
- f. Franchisee will provide, in writing, its calculation of its expected Operating Margin for the next Fiscal Year, together with supporting documentation, to the City Manager or designee no later than May 1. The City Manager or designee will certify the CPI and Service Rate adjustment, if any, in writing, to Franchisee by June 1. Any Service Rate adjustment allowed under this Section 4 will take effect at the beginning of the next Fiscal Year commencing on July 1. Attachment 2 to this Franchise Agreement will be amended by the City Manager or designee to reflect the current Service Rates.

- g. The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI herein.
5. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%), then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by City Council through a resolution. Franchisee's request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section 5. This Section is not to be construed as to require the City to accept that Franchisee's calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee's request does not meet the requirements of this Section. The City may undertake any review of Franchisee's books, records, and accounts necessary to evaluate the validity of Franchisee's request for an Extraordinary Rate Increase.
6. Surcharges. The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges, other than the surcharge

identified in subsection (a) herein, must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

- a. Recycling Surcharge. This Ordinance adopts a surcharge for recycling costs, which surcharge is stated in **Attachment 2** to this Ordinance. The recycling surcharge will be reviewed by Council on or before January 1, 2019, at which time Council will adopt a resolution to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge. Approval of a continuing or modified surcharge shall not be unreasonably withheld by the Council.

ARTICLE IX

Franchisee Responsibility

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the City Council. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service for Residential, Multi-Family, and Commercial Customers and will provide Commercial Customers the option of Organic Materials Service.
2. The Franchisee shall:
 - a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon Law.
 - b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.
 - c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multi-Family, or Commercial

stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.

- d. Give reasonable attention to the needs of physically handicapped Customers so that they may avail themselves of the Service offered without any additional charge.
 - e. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the “Wilsonville Clean-Up Days” event takes place.
3. The Franchisee shall not:
- a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.
 - b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the City Council in the same manner as other rates.
 - c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.

4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.
5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials, Yard Debris, Organic Materials, or Other Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.
6. Service Interruption or Termination. The Franchisee shall not terminate Service to any or all of its Customers served under this Franchise except in accordance with the provisions of this Ordinance. Service may be interrupted or terminated when:
 - a. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route to serve all or a portion of its Customers. In either event, the City will not be liable for any such blocked access; or
 - b. Adverse weather conditions render providing Service unduly hazardous to persons or equipment providing such Service or if such interruption or termination is caused by an act of God or a public enemy.

7. Subcontracts. The Franchisee may subcontract with others to provide specialized service or temporary service under this Ordinance only upon prior written consent of the City, which written consent will not be unreasonably withheld. Such subcontract will not relieve the Franchisee of total responsibility for compliance with this Ordinance.

ARTICLE X

Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:
 - a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of \$5,000,000 for each occurrence and \$10,000,000 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 \$10,000. All of the foregoing coverage must be carried and maintained at all times during this Franchise.
 - b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident.
 - c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things,

any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of \$2,000,000 for each occurrence and \$6,000,000 general aggregate.

- d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$5,000,000.
 - e. Insurance Carrier Rating. Coverages provided by Contractor 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 any or all insurance carrier(s) with a financial rating that is unacceptable to the City.
 - f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City. This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30) days' prior advance notice, and Franchisee 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.
2. Bonds. The Franchisee shall furnish a bond to the City that is acceptable to the City to ensure the faithful performance by the Franchisee of the Service the Franchisee is required to provide under this Ordinance. The bond will provide for liquidated damages as provided in Article XIV, Section 3.

ARTICLE XI

Review of Records

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered

Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.

2. Bi-Annual Informational Reports. Franchisee must complete and remit to the City Manager or designee a Bi-Annual Informational Report no later than forty-five (45) days after each June 30 for the period of the immediately preceding January 1 to and including June 30 and no later than forty five (45) days after December 31 for the period of the immediately preceding July 1 to and including December 31. The Bi-Annual Informational Report must include the following information:
 - a. The quantities of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials by Customer classification collected within the City during the reporting period, the locations to which these materials were delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee;
 - b. A summary of communication, marketing, and educational outreach conducted by Franchisee during the reporting period; and
 - c. The number of Customer complaints and a summary of the type of complaints received, along with a summary of Franchisee's response to Customer complaints.
3. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than forty-five (45) days after the last calendar day of the current Fiscal Year (each June 30), with the following information:
 - a. Franchisee must report its Gross Revenues and Allowable and Unallowable Expenses in an income statement format and provide information about Customer counts, Services provided, disposal volumes, and Recycling activities

for all Customer classifications and for all programs identified in this Ordinance. Franchisee must report totals for all operations necessary to adequately verify compliance with the Service Rate allocation methodology as defined in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.

- b. The Annual Franchise Report will also include a synopsis of the operations of the current Fiscal Year, a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next Fiscal Year, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the City Manager or designee.
 - c. The Annual Franchise Report will also describe and quantify communication, outreach, and educational activities performed by Franchisee.
4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as “CONFIDENTIAL,” and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as “CONFIDENTIAL” pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked “CONFIDENTIAL” by Franchisee.
 5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee’s possession that the City Manager or designee deems relevant to verifying the accuracy of Franchisee

Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.

6. No more often than once during any Fiscal Year, the City may perform a review of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases.
 - a. In the event such review discloses any difference in payment due to either the City or Franchisee, the review will be submitted to the Council. The Council may accept, reject, or modify the findings in the review. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.
 - b. If the review discloses a discrepancy in Franchisee's actual Allowable Expenses upon which an Extraordinary Rate Increase is approved by the City Council through resolution was based, Service Rates may be adjusted to reflect the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.
 - c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the review and the City may request an additional review during the next Fiscal Year, with all actual costs of such additional review paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.
 - d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, reviewed by the City. Prior review years may not be reopened based on findings made in connection with the review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

ARTICLE XII

City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the City Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. Franchisee will make all reasonable efforts to assist the City in such emergency situations. In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such usual charges but shall reimburse the City for its actual cost, as determined by the City.
2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.
3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
 - a. The City has the authority to enforce this Ordinance, the Administrative Rules attached hereto and incorporated herein as **Attachment 1**, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.

- b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.
- c. Damages and Penalties. The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:
 - i. Lost customer revenue due Franchisee;
 - ii. Franchise fees owed the City;
 - iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and
 - iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.
4. Annexation. Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving

any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

ARTICLE XIII

Dispute Resolution

1. **Dispute Resolution with Customers.** Upon receipt of any notice of dispute from a Customer about any bill, charge, Service, or customer service issue, Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the Customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of federal, state, or local laws or regulations, Franchisee will not refuse Service to any Customer during a time of dispute. If Franchisee is not able to resolve a dispute with the Customer, the Customer may contact the City Manager or designee, who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, Franchisee or Customer may then pursue the matter through any legal means available to the party.
2. **Dispute Resolution with the City.** During all disputes arising under this Franchise, including those subject to Article XIV, the City and Franchisee will continue to perform their respective obligations under this Franchise unless and until the Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. Default. Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.
2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the City Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the City Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.
3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars (\$1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required. The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.
4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

ARTICLE XV

Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, “Solid Waste Management and Collection Administrative Rules,” which are attached hereto and incorporated herein as **Attachment 1**. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.
2. Enforcement of Administrative Rules. In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the City Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful operation by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss, damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense. The Council and the City Manager reserve the right to retain counsel of

their own choosing and to join in the defense of any such suit or action, with the reasonable cost of such additional counsel to be borne by the Franchisee.

2. Severability. Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.
3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.
4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment 3**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.
5. Repealing Clause. Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 are hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the ____ day of _____ 2018, and scheduled for a second reading at a regular meeting of the Council on _____, 2018, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

ENACTED by the City Council on the ____ day of _____ 2018 by the following votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____ 2018.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachments:

Attachment 1 – Solid Waste Management and Collection Administrative Rules
Attachment 2 – Rate Schedule
Attachment 3 – Written Acceptance of Ordinance No. 814



SOLID WASTE MANAGEMENT AND COLLECTION ADMINISTRATIVE RULES

Effective: July 1, 2018

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Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of the Wilsonville residents and to provide a coordinated program for the collection and Disposal of Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive Solid Waste, Recycling, Yard Debris, and Organic Materials collection, processing, and Disposal programs within the City to benefit all Wilsonville residents and businesses.
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service and Franchisee and Customer responsibilities.

1.1. Scope of Rules

It is the intent of these Administrative Rules to articulate the operational standards and expectations for Solid Waste, Recycling, Yard Debris, and Organic Materials collection as defined by the Franchise Agreement authorized by City Ordinance No. 814.

1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments shall be forwarded to the Franchisee who shall have thirty (30) days to respond in writing. Proposed amendments may be established by the City Manager or designee, following consideration of the Franchisee's response. Any disputed amendments to these Rules may be appealed by the Franchisee to the City Council. The City Council's decision regarding amendments to these Rules is final.

Section 2: Definitions

- 2.1. **Administrative Rules** means the Solid Waste Management and Collection Administrative Rules contained herein.
- 2.2. **Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods. Bulky Wastes does not include any appliances that contain Freon or other refrigerants.
- 2.3. **Cart** means a container provided by Franchisee that is ninety (90) gallons or less.
- 2.4. **City** means the City of Wilsonville.
- 2.5. **Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. "Commercial" does not include other manufacturing activities or business, manufacturing, or processing activities in residential dwellings.
- 2.6. **Commission** means the Environmental Quality Commission.

- 2.7. **Compact or Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.
- 2.8. **Compactor** means any self-contained, power-driven mechanical equipment designed for the containment and compacting of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.
- 2.9. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials, but not a Drop Box or Compactor.
- 2.10. **Council** means the City Council of the City of Wilsonville.
- 2.11. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The “street” may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, “curbside” shall be the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer or as determined by the City.
- 2.12. **DEQ** means the Oregon Department of Environmental Quality.
- 2.13. **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.
- 2.14. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.15. **Drop Box** means a single container designed for the storage and collection of large volumes of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials that is usually ten (10) cubic yards or larger in size.
- 2.16. **EPA** means the United States Environmental Protection Agency.
- 2.17. **Franchisee** means the person granted the franchise by Ordinance No. 814, or a subcontractor of such person.
- 2.18. **Fiscal Year** means July 1 to June 30 of any year.
- 2.19. **Generator** means the person who produces Solid Waste, Recyclables, Yard Debris, Organic Materials, or Other Materials to be placed, or that is placed, out for Disposal.
- 2.20. **Goods** means kitchen or other large appliances that are Bulky Wastes.
- 2.21. **Hazardous Waste** includes:

- 2.21.1. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
- 2.21.2. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - 2.21.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - 2.21.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.
- 2.21.3. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in subsections 2.21.1. and 2.21.2. of this subsection.
- 2.21.4. To the extent not covered by the preceding subsections of this Section 2.21, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.

2.22. Household Hazardous Waste means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. “Household Hazardous Waste” includes, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, shall not include any materials that are not considered household hazardous waste by the EPA or DEQ.

2.23. Infectious Waste means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.

2.24. Metro means the Portland metropolitan area regional government.

2.25. Multi-Family means any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.

2.26. Organic Materials means material which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken

down by biological processes into soil constituents. “Organic Material” includes, but is not limited to, food waste, Yard Debris, paper, and putrescible material which are generally a source of food for bacteria.

- 2.27. **Other Materials** means any materials the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to these Administrative Rules, including Goods, Bulky Waste, and Infectious Waste.
- 2.28. **Person** means an individual, partnership, association, corporation, Limited Liability Company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
- 2.29. **Premises** means a lot, parcel, or tract of land, including any buildings or structures located thereon.
- 2.30. **Rates** means the costs for Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials as set forth in Attachment 2 to Ordinance No. 814, which may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.
- 2.31. **Receptacle** means a Cart, Container, Drop Box, Compactor, recycling bin, or any other means of containment provided by Franchisee of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.
- 2.32. **Recyclable Materials** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and Disposal of the same material, or other materials as may be designated by the City.
- 2.33. **Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, as further defined in Subsection 6.2.2 herein.
- 2.34. **Recycling** includes the collection, transportation, storage, and processing of waste materials by which such materials are reused or transformed into raw materials for the manufacturer of new products.
- 2.35. **Residential** means a single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.
- 2.36. **Resource Recovery and Resource Recovery Facility** mean the process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or Reuse of Solid Waste, and a location at which such material or energy resources are obtained from the processing of Solid Waste.
- 2.37. **Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste’s identity.
- 2.38. **Service** means collection, transportation, Disposal of, or Resource Recovery from Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

- 2.39. Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.
- 2.40. Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials, as applicable.
- 2.41. Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial demolition and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
- 2.41.1. Unacceptable Waste;
 - 2.41.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;
 - 2.41.3. Cardboard generated by a Person where the Person is the generator or source, and bales and transports the cardboard to a Resource Recovery Facility. Such Person shall be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;
 - 2.41.4. Material used for fertilizer or other productive purposes in agricultural operations;
 - 2.41.5. Discarded or abandoned vehicles or parts of vehicles;
 - 2.41.6. Tires; or
 - 2.41.7. Recyclable Materials that are Source Separated and set out for Recycling.
- 2.42. Solid Waste Management and Collection** means the prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.
- 2.43. Source Separated Materials** means the sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final Disposal.
- 2.44. Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste..

- 2.45. Waste** means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land.
- 2.46. Yard Debris** means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials.

Section 3: Franchisee General Requirements

- 3.1. Mandatory Services.** Franchisee must offer the following Services, subject to the terms and conditions of the Franchise and these Administrative Rules:

3.1.1. Residential Curbside Collection.

- 3.1.1.1. Solid Waste– regularly scheduled (weekly or bi-weekly) Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.
- 3.1.1.2. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.
- 3.1.1.3. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.
- 3.1.1.4. Glass Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.
- 3.1.1.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.2. Commercial Collection

- 3.1.2.1. Solid Waste – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
- 3.1.2.2. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
- 3.1.2.3. Organic Materials – voluntary Service until determined by Metro to be a mandatory Service. Regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
- 3.1.2.4. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.3. Solid Waste, Recycling, and Yard Debris Drop-off Site

3.1.4. Residential and Commercial Solid Waste/Recycling Education

3.2. Optional Services. Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee.

3.3. Notification to New Customers. The Franchisee shall provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials shall include a packet of educational material that contains information on all Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service level options, as applicable; rates for these services, including an explanation of extra charges; a listing of the Recyclable Materials collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should separate their materials for Recycling; and reference information directing Customers to the City’s website regarding Solid Waste Management and Collection. Franchisee shall provide Customers with prior written notice of any changes in service.

3.4. Hours/Days for Collection Activity.

3.4.1. Residential and Multi-Family Neighborhoods. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, and Other Materials, as applicable, in predominantly residential and multi-family neighborhoods to between the hours of **5:30 a.m. and 6:00 p.m.**, unless weather or holiday schedules require extended hours for collection.

3.4.2. Commercial and Industrial Areas. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials, as applicable, in predominantly commercial and industrial areas to between the hours of **4:30 a.m. and 8:00 p.m.**, unless weather or holiday schedules require extended hours for collection.

3.4.3. Service Days. Residential Service must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions. All Services must be offered on the same day(s) of the week for a given Residential Customer. Commercial Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.

3.4.4. Special Services. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials on request by the Customer for an additional cost to the Customer.

- 3.4.5. Service on Holidays. No Service is required on Thanksgiving Day, December 25th, or January 1st of each year. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.
- 3.4.6. Hazardous Weather Conditions. Collection schedules may be adjusted due to hazardous weather conditions. Hazardous weather conditions general exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:
- 3.4.6.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.
- 3.4.6.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Yard Debris, Recyclable Materials, and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.
- 3.4.7. Change of Schedule for Service Day. Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each multifamily unit must be notified of the change in Service Day if each unit receives individualized Service.

3.5. Service Rates.

- 3.5.1. Schedule of Rates. The Rates for Solid Waste, Recycling, Yard Debris, and Other Materials is set forth in Attachment 2 to Ordinance No. 814 and may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.
- 3.5.2. Optional Services. The cost for optional services not included in the Schedule of Rates shall comply with the requirements of the Franchise and Section 3.2 above.

3.6. Billing Procedures.

- 3.6.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but shall not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.6.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.
- 3.6.2. Billing Due Date. Customer payments shall not be due more than thirty-one (31) days before the end of the Service period being billed, nor less than twenty-one (21) days after the date of the postmark on the billing.
- 3.6.3. Vacation Credit. The Franchisee shall give a vacation credit for Customers who stop service for a minimum period of three (3) weeks and shall give up to four (4) vacation credits per calendar year. Vacation credits will not be applied to Multi-Family Customers or Commercial Customers.
- 3.6.4. Billing Policy. The Franchisee shall have a written policy for billing procedures and reinstatement for non-payment, which policy must be consist with Section 3.7 herein. The Franchisee shall make available its billing policies to its Customers. The Franchisee shall also provide a copy of all billing policies to the City for review and prior approval.

3.7. Termination of Service

- 3.7.1. Billing Past Due. The Franchisee may terminate Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.
- 3.7.2. Notice of Termination of Service. The Franchisee must not terminate said Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.
- 3.7.3. Disputed Billings. The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section 11.

3.8. Automation of Services. Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee shall utilize this type of equipment for Service of Solid Waste, Recyclables, Yard Debris, and Organic Materials for all Customers.

3.9. Supplying Receptacles. The Franchisee must provide to its Customers Receptacles that are mechanically collected, except for Compactors and Receptacles for glass Recycling, which are manually collected. The Customer may arrange with the Franchisee to provide a Compactor.

- 3.9.1. Recycling Bins. The Franchisee shall provide one Container for Recyclable Materials,

excluding glass Recycling, and one glass Recycling bin to each Residential Customer and other Customers as needed.

3.9.2. Commercial and Multifamily Customers. The Franchisee must provide Receptacles for use by Commercial and Multi-Family Customers at locations approved by the Franchisee or may approve Receptacles provided by the Customer based on the Receptacle requirements of these Administrative Rules.

3.9.3. Types of Receptacles. Receptacles provided by the Franchisee shall be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.

3.10. Missed Service. The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City shall be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).

3.11. Refusal of Collection Service

3.11.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4.6 above. Franchisee' refusal of Service due to hazardous conditions does not constitute a missed collection.

3.11.2. Improperly Prepared Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials. The Franchisee may refuse Service where the preparations of Solid Waste, Recycling, Yard Debris, Organic Materials, or Other Materials do not satisfy the requirements of these Administrative Rules.

3.11.3. Overweight Receptacles. The Franchisee may refuse Service for a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with required weight limits.

3.11.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.

3.12. Notice for Refusal of Service. If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide written notice stating the reasons for refusal to said Customer. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee shall leave the notice securely attached to the Customer's Receptacle, to the materials, or to the

Customer's front door at the time of the refused Service. Franchisee shall document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.

- 3.13. Payment for Refusal of Service Materials.** Franchisee must charge the normal Service Rates when there is a refusal of Service and shall provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:
- 3.13.1. Immediate Service at the City-approved go-back Rate; or
 - 3.13.2. Service at no extra charge the following week on the designated Service Day.
- 3.14. Cleanup on Route.** The Franchisee shall make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.
- 3.15. Prevention of Leaking and Spilling Loads.** All Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Service vehicles shall be constructed, loaded, operated, and maintained in a manner to reduce to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.
- 3.16. Covers for Open Body Vehicles.** All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar Goods.
- 3.17. Unnecessary Noise.** The Franchisee shall make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.
- 3.18. Maintaining Passage on Public Streets.** To the greatest extent practicable, Franchisee must avoid stopping Service vehicles to block the passage of other vehicles and pedestrians on public streets and sidewalks.
- 3.19. Compliance with Federal, State, and Local Regulations.** Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, collection, Disposal, and processing of Solid Waste, Recyclable Materials, Yard Debris, Organic

Materials, and Other Materials.

- 3.20. Safety and Maintenance.** All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.
- 3.21. Compliance with Zoning Ordinances.** Facilities for storage, maintenance, and parking of any vehicles or other equipment shall comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.
- 3.22. Repair or Replacement of Customer Supplies Receptacles.** Franchisee must take care not to damage Receptacles owned by the Customer. Franchisee must reimburse the Customer for the cost of repair or replacement of a Franchisee-approved Receptacle when Franchisee causes damage to a Customer's Receptacle, providing the damage is not caused by normal wear and tear and provided the Receptacle satisfies the standards for Receptacles described in these Administrative Rules.
- 3.23. Location of Empty Receptacles.** The Franchisee shall leave emptied Receptacles in a location that does not obstruct mailboxes, sidewalks, fire hydrants, bicycle lanes, or impede traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.
- 3.24. Location of Receptacles**
- 3.24.1. General. The Franchisee shall place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow.
- 3.24.2. Drop Boxes. When possible, the Franchisee shall place drop boxes on private property locations such as driveways or yards. The Franchisee shall not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.
- 3.25. Customers with Physical Disabilities.** The Franchisee shall give reasonable attention to the needs of customers with physical disabilities without any additional charge for distance.
- 3.26. Promotion and Education**
- 3.26.1. Franchisee shall comply with all DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices DEQ requires Franchisee to provide to Customers.
- 3.26.2. Franchisee shall participate in City-directed promotion and education efforts as identified below:
- 3.26.2.1. No later than sixty (60) days after the end of each Fiscal Year, Franchisee will make a presentation to the City Council regarding Franchisee's Services,

Rates, Franchisee Fee payments, and any other relevant educational information for the Fiscal Year that is ending or just has ended.

3.26.2.2. Franchisee will conduct no less than two educational outreach events per Fiscal Year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each Fiscal Year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.

3.26.2.3. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.

3.26.3. The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.

3.27 Damage to Pavement. Franchisee shall not be responsible for any damages to City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's providing Service, except to the extent caused by Franchisee's negligence or willful misconduct.

Section 4: Customer Responsibility

4.1. Payment Responsibility

4.1.1. Responsible Party. Any Person who receives Service shall be responsible for payment for said Service.

4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.

4.1.3. Vacation Credit. The Customer is responsible for requesting a Vacation Credit from the Franchisee prior to the date Service will temporarily cease. The Customer may request a vacation credit to stop Service for a minimum of three (3) weeks at a time up to four (4) times per calendar year.

4.2. Notification of Missed Service and Billing Errors. The Customer shall promptly notify the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in accordance with Section 3.10 regarding missed Service or in accordance with Subsection 3.7.3 and Section 11 regarding a billing error.

4.3. Supplying Receptacles

4.3.1. Carts. Residential Customers shall only use Carts provided by the Franchisee for Solid Waste, Recyclable Materials, and Yard Debris Service.

4.3.2. Compactors. A Commercial Customer may provide a Compactor used for Services. All

Compactors shall comply with applicable federal, state, and local laws and regulations, shall be compatible with Franchisee equipment, and shall be approved by the Franchisee.

4.3.3. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers shall use only Receptacles provided by the Franchisee.

4.4. Repair or Replacement of Franchisee-Supplied Receptacles. The Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a can, cart, Container, Drop Box, or other Receptacle. The Franchisee may bill the Customer for the cost to repair or replace a Receptacle owned by the Franchisee when the Customer does not take reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other damage to the Receptacle.

4.5. Set Out and Removal of Receptacle from Service Location. The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.

4.6. Ownership of Receptacles. Receptacles provided by the Franchisee are the property of the Franchisee. The Customer shall leave Franchisee's Receptacles at the Service address when the Customer moves.

4.7. Location of Receptacles

4.7.1. Single-Family Dwellings. For single-family dwellings, Franchisee may require that collection of Solid Waste, Recyclable Materials, Yard Debris, and Other Materials be placed on the driveway, at the curb, or roadside to enhance efficiency of the Service. Franchisee must arrange for a mutually convenient system for Service to disabled Customers. Under no circumstances may Receptacles be placed by either Customer or Franchisee in marked bicycle lanes or placed in such a manner that they obstruct the flow of traffic. The Customer shall place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for reasonable vertical clearance for Receptacle(s) picked up away from the curbside or roadside.

4.7.2. Disabled Customers. Disabled Customers will be provided non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the street that there are materials to be collected.

4.7.3. Service on a Private Street. For Services made at Curbside on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not be limited by a gate; it must be named and posted with a street sign; it must be paved to a

width of at least twelve (12) feet, exclusive of any areas where parking is permitted; and if a dead-end, the turnaround must have a sixty (60) foot diameter or a “hammerhead” or other feature that provides adequate turnaround space for standard Service vehicles. There must be at least fourteen (14) feet of vertical clearance. On such private streets, Customers entitled to Curbside Service must have their address on the private street. Franchisee may require a damage waiver from Customers being serviced on private streets if, in the opinion of Franchisee, there is a reasonable probability that property damage could occur through no fault of Franchisee other than the normal course of providing Service. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Containers must be marked with the appropriate Customer address.

4.7.3.1. If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee’s ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.11 above. If the hazards are not moved or removed by the Customer(s) so that Franchisee may safely Service the private street, the Customer(s) may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of Ordinance No. 814.

4.7.4. Service on Public Alleys. Service on public alleys is encouraged, but is at the discretion of Franchisee.

4.7.5. Service from In-Ground Cans. Service from in-ground cans is prohibited.

4.7.6. Location of Empty Receptacles. Franchisee must return all Receptacles, except for Drop Boxes, to the location where the Customer placed them without leaving Service remnants or other disturbance to existing site conditions, unless the Customer placed the Receptacle(s) in a prohibited location. In such a case, Franchisee may place the Receptacle in a location allowed under these Administrative Rules.

4.7.7. Drop Boxes. When possible, Franchisee shall place Drop Boxes on private property locations such as driveways or yards. Prior to Franchisee’s delivery of the Drop Box, the Customer must receive a permit from the City to place a Drop Box in a public right-of-way, street, alley, or roadside.

4.7.8. Allocation of Compactors. The Customer must place Compactors at a location that protects the privacy, safety, and security of Customers, that provides access needed to prevent unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

4.8. General Preparation of Materials

4.8.1. The Customer must place Solid Waste, Recyclable Materials, Yard Debris, and Organic

Materials safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging the contents out of a Receptacle. The Customer cannot overfill a can, cart, or Container so that the lid is open. The Customer cannot compact the contents of a can, cart, or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer shall loosely place materials in cans, carts, Containers, and other rigid Receptacles to minimize damage to the Receptacle and to facilitate emptying the Receptacle.

- 4.8.2. The Customer must drain Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials of surplus water. Residential ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- 4.8.3. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.
- 4.8.4. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.
- 4.8.5. No person, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, shall interfere with or remove any Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials from any Receptacle where it has been placed by the Generator for collection; nor shall they remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.
- 4.8.6. No person shall place chemicals, liquid waste, paint, corrosive materials, Infectious Waste, hot ashes, or Other Materials into a Receptacle placed for Service. When materials, customer abuse, fire, or vandalism cause excessive wear or damage to a Receptacle provided by the Franchisee, the cost of repair or replacement may be charged to the Customer.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

- 5.1.1. Service Responsibility. The Franchisee must provide the opportunity for all levels of Solid Waste Services as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City.

- 5.1.1.1. Unacceptable Waste. The Franchisee is not responsible for the collection of Unacceptable Waste. Refer to Subsection 8.2.2 for collection options for Unacceptable Waste.

5.1.1.2. Hazardous Waste. The Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or knowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.

5.1.2. Service of Extra Receptacles. The Franchisee must Service occasional extra Solid Waste Receptacles set at the curb as an “extra” beyond the Customer’s subscribed Service level. The Franchisee may charge the fee established by the City for such “extras,” except in cases of missed Service. The Franchisee may require the Customer to give prior notification of an extra set out that would require extraordinary time, labor, or equipment.

5.1.3. Disposal of Solid Waste Materials. Franchisee must Dispose of the Solid Waste collected within its franchised geographic area at a Metro-approved facility. Franchisee must not mix Solid Waste for Disposal with any properly prepared Source Separated Materials.

5.2. Customer Responsibility

5.2.1. Weight of Receptacles. The Customer shall limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

Receptacle/Type Capacity	Maximum Weight
Up to and including 20 gallons	35 lbs.
Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, shall not exceed the lifting capacity of the Franchisee’s equipment nor shall the weight put the Franchisee over the weight limit for the loaded vehicle. The Franchisee shall furnish the Customer with information concerning limitations on Franchisee’s equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.

5.2.3. Putrescible Waste Storage. The Customer shall not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling Collection Requirements

6.1. Franchisee Responsibility

6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling

Service as outlined in these Administrative Rules for all Persons with its geographic area franchised by the City.

- 6.1.2. “Recycling Only” Residential Customers. The collection frequency for Residential Customers without Solid Waste Service shall be on the same day as Solid Waste Service for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Residential Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee shall collect Recyclable Materials listed in Section 6.2.2 provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 6.1.4. Processing of Collected Recyclable Materials. The Franchisee shall transport and market collected Recyclable Materials. The Franchisee shall deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee shall not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by DEQ.
- 6.1.5. Diversion Goal. Franchisee shall make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan as adopted by Metro, promote ongoing efforts as other Recycling “best practices” become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.

6.2. Customer Responsibility

- 6.2.1. Preparation of Recycled Materials.
 - 6.2.1.1. Residential Customers. Residential Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials.
 - 6.2.1.2. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials. The Franchisee and the Commercial or Multi-Family Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials.
- 6.2.2. Recyclable Materials List. The Customer may include, and Franchisee is only responsible for collecting, the Recyclable Materials listed on the City’s website within its solid waste management webpage, which list may be amended from time to time in accordance with EPA and DEQ requirements and market conditions. Franchisee will also maintain a current list of accepted Recyclable Materials to be provided to a Customer at the Customer’s request. Customers must separate and prepare Recyclable Materials in the manner stated

on the Recyclable Materials List.

Section 7: Yard Debris and Commercial Organic Material Collection Requirements

7.1. Franchisee Responsibility

- 7.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Yard Debris Service for all Persons within its geographic area franchised by the City. The Franchisee shall provide the opportunity for Commercial Customers to dispose of Organic Materials in a separate Receptacle on a voluntary basis, until such time as Metro determines that Franchisee must provide Organic Materials Service to Commercial Customers. If Metro makes such a determination regarding Commercial Organic Materials Service, Franchisee must provide to the affected Commercial Customers education regarding Disposal of Organic Materials and Receptacles for Disposal of Organic Materials.
- 7.1.2. “Yard Debris Only” Customers. The collection frequency for Persons without Solid Waste collection service shall be on the same day as Solid Waste collection for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of Yard Debris. The Franchisee shall provide occasional or special collection of Yard Debris materials on request by the City.
- 7.1.4. Collection of Yard Debris. The Franchisee shall collect Yard Debris provided the Yard Debris comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra Yard Debris Receptacles. The Franchisee shall collect clearly marked occasional extra Yard Debris Receptacles set at the curb as an “extra” beyond the Customer’s subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such “extras,” except in cases of missed Service.
- 7.1.6. Collection of Organic Materials. The Franchisee shall collect Organic Materials from Commercial Customers to whom Franchisee agrees to provide such Service or to whom Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules
- 7.1.7. Processing of Collected Yard Debris and Organic Materials. The Franchisee shall transport and market collected Yard Debris and Organic Materials. The Franchisee shall deliver all properly prepared and collected Yard Debris or Organic Materials to an approved processor or composting facility. The Franchisee shall not deliver or cause the delivery of any collected Yard Debris or Organic Materials for Disposal unless the Yard Debris or Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

7.2.1. Preparation of Yard Debris Materials.

7.2.1.1. Yard Debris Receptacles. The Customer shall place Yard Debris in the cart provided by the Franchisee. Occasional extras may be placed in 65 gallon Carts, “Kraft” type and “Epic” brand bags, or bundles. The Customer shall not use plastic bags to contain Yard Debris.

7.2.1.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Yard Debris provided in these Administrative Rules.

7.2.2. Preparation of Organic Materials.

7.2.2.1. Receptacles. Any Customer receiving Organic Materials Service from Franchisee shall place Organic Material in the acceptable Receptacle provided by Franchisee.

7.2.2.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Organic Material provided in these Administrative Rules.

7.2.3. Weight of Yard Debris Receptacles. The Customer shall limit the weight of a Yard Debris Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Bundled yard debris	45 lbs.
“Kraft” type bags or “Epic” brand bags	60 lbs.
Roll Carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

7.2.4. Weight of Organic Materials Receptacles. The Customer shall limit the weight of a Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

Section 8: Other Materials Services

8.1. Franchisee Responsibility

8.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Service for Other Materials as defined and provided for in these Administrative Rules for all Persons within

its geographic area franchised by the City. Other Materials include Goods, Bulky Waste, tires, and Infectious Waste.

- 8.1.2. Service Frequency. The Service time for Other Materials shall be as agreed by the Franchisee and the Customer and within seven (7) working days of the Customer Request.
- 8.1.3. Service of Other Materials. The Franchisee shall provide Other Materials Service so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 8.1.4. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

8.2. Customer Responsibility

- 8.2.1. Disposal of Other Materials. The Customer shall place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials Service must occur on the same day as the Customer's Solid Waste Service. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.
- 8.2.2. Disposal of Unacceptable Solid Waste. The Customer shall contact Franchisee for information on proper Disposal options for Unacceptable Solid Waste.

Section 9: Community Clean-Up Days

- 9.1. The Franchisee shall agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:
 - 9.1.1. The one week period during which the "Wilsonville Clean-Up Days" will take place, including a "Bulky Waste Day" event. The "Wilsonville Clean-Up Days" event shall take place once per year in the Spring. The "Bulky Waste Day" will occur within the "Wilsonville Clean-Up Days" on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and
 - 9.1.2. The "Fall Leaf Clean-Up" event, which shall take place once per year in the Fall, on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee.
- 9.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee shall be at the entire expense of the Franchisee.

Section 10: Customer Service – Access to Information

- 10.1. Franchisee’s Website.** To the extent practicable, Franchisee’s website will contain information regarding the following:
- 10.1.1. For new Customers: the ability to sign up for new Services.
 - 10.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City’s solid waste informational webpage.
 - 10.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee’s call center.
 - 10.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.
- 10.2.** The City will also provide the information in 10.1.2 through 10.1.4 on its solid waste webpage.
- 10.3.** Any disputes regarding Franchisee’s Customer service are subject to Section 11 herein and Article XIII, Section (1) of the Solid Waste Franchise Agreement (Ordinance No. 814).

Section 11: Dispute Resolution

- 11.1. Information and Complaint Resolution.** The Franchisee shall respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff shall be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Services. The Franchisee shall respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.
- 11.2. Disputed Billing Policy.** The Franchisee shall have a written policy for resolving disputed billings pursuant to Subsection 3.6.4. The Franchisee shall provide a copy of disputed billing policies to the City for review and approval.
- 11.3. Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved are subject to the procedures contained in Article XIII, Section (1) of Ordinance No. 814.



Republic Services Rate Schedule for Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials

Effective: July 1, 2018

RESIDENTIAL RATE SHEET**Residential (excluding Charbonneau)**

Cart Size	Rate Per Month	Amount Increased ¹
20 gallon	\$20.65	\$0.65
35 gallon	\$27.23	\$0.86
60 gallon	\$35.72	\$0.12

Charbonneau (yard debris exempt)

Cart Size	Rate Per Month	Amount Increased
20 gallon	\$17.99	\$0.57
35 gallon	\$21.36	\$0.67
60 gallon	\$30.27	\$0.95

Limited Residential Services

Service	Rate Per Month	Amount Increased
On Call	\$11.87	\$0.37
Recycling Only	\$10.63	\$0.33
Yard Debris Only	\$7.85	\$0.25
Recycling & Yard Debris Only	\$16.21	\$0.51

**Temporary Clean Up Container – 3 Yards
Maximum of 4 days**

Service	Rate	Amount Increased
Delivery & Removal	\$122.97	\$3.87
Extra Dump	\$88.49	\$2.79
Daily Charge	\$5.99	\$0.19

Additional/Extra Services

Additional/Extra Service	Rate	Amount Increased
Lost or damaged garbage cart	\$66.91	\$2.11
Lost or damaged yard debris cart	\$70.11	\$2.21
Lost or damaged recycling cart	\$70.11	\$2.21
Lost or damaged recycling bin	\$11.36	\$0.36
Return trip fee outside of normally scheduled route	\$22.41	\$0.71
All occasional extras (box/bag/can)	\$6.20	\$0.20
Over-full can charge	\$6.20	\$0.20
Yard debris contaminated with garbage	\$13.42	\$0.42
Gate opening/roll out container (monthly)	\$16.73	\$0.53
Special container (medical waste)	\$16.73	\$0.53

¹ All amounts in this Rate Sheet reflect a 3.25% increase from the rates in effect prior to July 1, 2018.

COMMERCIAL RATE SHEET

Commercial Services – Rate Per Month

Container Size	Rate - 1 stop per week	Amount Increased	Rate - 2 stops per week	Amount Increased	Rate - 3 stops per week	Amount Increased
1 yard	\$105.53	\$3.32	\$209.74	\$6.60	\$308.93	\$9.72
1.5 yard	\$138.55	\$4.36	\$273.72	\$8.62	\$408.46	\$12.86
2 yard	\$180.91	\$5.96	\$357.38	\$11.25	\$533.48	\$16.79
3 yard	\$250.59	\$7.89	\$496.02	\$15.61	\$742.87	\$23.38
4 yard	\$326.44	\$10.28	\$651.12	\$20.50	\$975.00	\$30.69
5 yard	\$396.73	\$12.49	\$781.21	\$24.59	\$1,176.67	\$37.04
6 yard	\$455.72	\$14.34	\$901.02	\$28.36	\$1,365.07	\$42.97
8 yard	\$604.25	\$19.02	\$1,192.51	\$37.54	\$1,806.03	\$56.85

Container Size	Rate - 4 stops per week	Amount Increased	Rate - 5 stops per week	Amount Increased	Rate - 6 stops per week	Amount Increased
1 yard	N/A		N/A		N/A	
1.5 yard	N/A		N/A		N/A	
2 yard	\$719.82	\$22.66	\$904.42	\$28.47	\$1,092.12	\$34.38
3 yard	\$1,009.60	\$31.78	\$1,273.95	\$40.10	\$1,537.74	\$48.40
4 yard	\$1,325.39	\$41.72	\$1,672.56	\$52.65	\$2,018.98	\$63.55
5 yard	\$1,599.56	\$50.35	\$2,018.92	\$63.55	\$2,436.72	\$76.70
6 yard	\$1,856.23	\$58.43	\$2,342.76	\$73.74	\$2,828.44	\$89.03
8 yard	\$2,457.56	\$77.36	\$3,102.31	\$97.65	\$3,745.73	\$117.90

Extra Commercial Pick-Up

Container Size	Rate	Amount Increased
1 yard	\$24.26	\$0.76
1.5 yard	\$33.97	\$1.07
2 yard	\$44.40	\$1.40
3 yard	\$64.43	\$2.03
4 yard	\$84.56	\$2.66
5 yard	\$104.70	\$3.30
6 yard	\$124.73	\$3.93
8 yard	\$163.86	\$5.16

Container Compactor rates is 2.2 times the regular rate.

Commercial extra container dumps (return trips) are charged at 33% of the monthly rate.

Extra material beyond the capacity of the container is charged \$26 per yard.

Commercial/Multi-Family Rates Per Month

Container Size	Rate	Amount Increased
35 gallon cart	\$20.65	\$0.65
60 gallon cart	\$32.17	\$1.01
90 gallon cart	\$40.53	\$1.28

Recycling Rates for Multi-Family Sites with Compactors or Train Systems

Number of Units	Rate per Month	Amount Increased
10-99	\$134.84 (minimum)	\$4.24
100-199	\$2.27 per unit	\$0.07
200-299	\$1.86 per unit	\$0.06
300-399	\$1.64 per unit	\$0.05
400+	\$1.60 per unit	\$0.05

Additional Recycling Services – Drop Box and Commercial Customers

Container Size	Rate	Amount Increased
60 gallon	\$15.59 per cart (includes pick up)	\$0.49
90 gallon	\$18.89 per cart (includes pick up)	\$0.59
Metal Tote	\$24.47 monthly rent, plus hourly rate	\$0.77
Cardboard Container	\$24.47 per month for customers that have less than 4 cubic yards of flattened cardboard per month	\$0.77

Miscellaneous Service Rates – Hourly Hauling Rate

Service	Rate Per Hour	Amount Increased
1 truck + 1 driver	\$102.53	\$3.23
1 truck + 1 driver + 1 helper	\$129.48	\$4.08

COMMERCIAL RATE SHEET For Industrial Customers

Drop Box/Compactor Rates

Container Size	Delivery Rate	Amount Increased	Haul Rate	Amount Increased
10-20 yard drop box	\$54.00	\$1.70	\$119.77	\$3.77
21-29 yard drop box	\$54.00	\$1.70	\$119.77	\$3.77
30 yard drop box	\$54.00	\$1.70	\$150.75	\$4.75
40 yard drop box	\$54.00	\$1.70	\$171.40	\$5.40
10-19 yard compactor	N/A		\$119.77	\$3.77
20-29 yard compactor	N/A		\$150.75	\$4.75
30-39 yard compactor	N/A		\$212.70	\$6.70
40+ yard compactor	N/A		\$284.97	\$8.97

Additional Drop Box Services

Service	Rate	Amount Increased
Fee for less than 1 haul per month	\$16.21	\$0.51
Round-trip box (per haul)	\$34.59	\$1.09

Rental Fee after 48 Hours

Drop Box Size	Rate – Per Day (Loose – Non-Compacted)	Amount Increased	Rate – Per Month	Amount Increased
10 yard	\$8.16	\$0.26	\$81.57	\$2.57
20 yard	\$8.16	\$0.26	\$81.57	\$2.57
30 yard	\$8.67	\$0.27	\$86.73	\$2.73
40 yard	\$9.19	\$0.29	\$91.89	\$2.89

Rent charged will be the lesser of the daily or monthly rent total

SUPPLEMENTAL SERVICES RATE SHEET

Type of Service	Rate	Increase
Special Services not listed:		
Hauler will charge the reasonable cost of collection and disposal		
Charge to be related to a similar schedule fee where possible		
Appliances:		
Large appliances that contain Freon (accessible at curb)	\$48.52	\$1.53
Large appliances without Freon (accessible at curb, Freon removal certificate required)	\$27.87	\$0.88
Bathtub/Sink/Toilet:		
Fiberglass tub/shower	\$43.13	\$1.36
Toilet	\$21.56	\$0.68
Sinks without cabinet	\$16.17	\$0.51
Carpets:		
Rug	\$16.17	\$0.51
Tires:		
Tires with rims – Passenger or light truck	\$21.56	\$0.68
Tires without rims – Passenger or light truck	\$16.17	\$0.51
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate		
Furniture:		
Large furniture – full sized couch, dining table, dresser, etc	\$32.35	\$1.02
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc	\$21.56	\$0.68
Hide-a-bed	\$43.13	\$1.36
Mattresses:		
Twin mattress/box spring (set)	\$21.56	\$0.68
Double/queen mattress/box spring (set)	\$32.35	\$1.02
King mattress/box spring (set)	\$37.74	\$1.19
Other:		
Bicycle	\$16.17	\$0.51
Waterbed bag	\$16.17	\$0.51
Windows	\$16.17	\$0.51
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$26.96	\$0.85
Basketball hoop	\$43.13	\$1.36
Hot water heater	\$43.13	\$1.36
Hot tub cover	\$53.69	\$1.69
Entertainment center	\$53.69	\$1.69
Christmas tree	\$10.33	\$0.33
E-Waste Removal:		
TV under 25”, PC monitor, laptop	\$16.17	\$0.51
TV over 25”	\$32.35	\$1.02
TV console, TV projector, copiers	\$43.13	\$1.36
Return Trip Fee:	\$21.56	\$0.68
Minimum Charge:	\$16.17	\$0.51

RECYCLING SURCHARGE

(July 1, 2018-December 31, 2018)

1. Residential Customers

Residential customers will be charged a flat rate of \$2.50 per month as a recycling surcharge regardless of solid waste container size.

2. Commercial Customers

Commercial customers will be charged \$1.50 per yard based on the size their recycling container as a recycling surcharge. If a commercial customer uses a 35, 60, or 90 gallon recycling cart, the commercial customer will be charged the same \$1.50 recycling surcharge rate as the one-yard rate.

**WRITTEN ACCEPTANCE OF ORDINANCE NO. 814
CITY OF WILSONVILLE, OREGON**

TO THE MAYOR AND COUNCIL OF THE CITY OF WILSONVILLE:

WHEREAS, on the ____ day of _____, 2018, the Council of the City of Wilsonville, Oregon adopted Ordinance No. 814 entitled:

“An Ordinance of the City of Wilsonville Creating a Franchise Agreement for Solid Waste Management and Collection within the City and Repealing Ordinance Nos. 204, 424, and 443 and Resolution Nos. 1077 and 2566;” and

WHEREAS, said Ordinance grants Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties (“Franchisee”) an exclusive franchise within the City to provide management and collection services for solid waste, recyclable materials, yard debris, organic materials, and other materials pursuant to the terms and conditions stated in said Ordinance; and

WHEREAS, said Ordinance was granted upon the condition that Franchisee shall submit to the City Recorder of the City of Wilsonville its written acceptance of all the terms and conditions of said Ordinance within fourteen (14) days after the effective date of the Ordinance;

NOW, THEREFORE, Franchisee does hereby acknowledge and accept Ordinance No. 814 and all the terms and conditions stated therein.

IN WITNESS WHEREOF, Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties has caused this Written Acceptance to be executed on _____, 2018.

**Keller Drop Box, Inc. dba Republic Services
of Clackamas and Washington Counties**

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

ORDINANCE NO. ~~XXX~~814

AN ORDINANCE OF THE CITY OF WILSONVILLE CREATING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NOS. 204, 281, 424, AND 443 AND RESOLUTIONS NOS. 1077 AND 2566.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 459 grants the City of Wilsonville (“City”) the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to ensure efficient and comprehensive solid waste management and collection services are available to all residents, businesses, and organizations within the City; and

WHEREAS, the City Council has determined that public health, safety, and well-being require an exclusive franchise be awarded to a qualified company for the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps, as more particularly described below; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates and quality service related to the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps;

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

ARTICLE I

Title

This Ordinance will be known as the “Solid Waste Management Ordinance,” and may be so cited and pleaded, and will be referred to herein as the “Ordinance.”

ARTICLE II

Purpose

It is the policy and purpose of the City to protect the health, safety, and welfare of the citizens and the physical environment of Wilsonville through the regulation of solid waste management. This regulation will:

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;

2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 regulations relating to solid waste management prescribed to local jurisdictions and their authorized franchisees; and
6. Ensure consistent and responsive service and communication with citizens regarding solid waste management operations, education, and requirements.

ARTICLE III

Scope

Services defined, regulated, and authorized in this Ordinance are applicable only within the City limits of the City of Wilsonville and all future annexations during the term of this Ordinance.

ARTICLE IV

Definitions

1. Administrative Rules or Solid Waste Management and Collection Administrative Rules. All standards and rules adopted by the City Council upon adoption of this Ordinance defining specific operating rules and procedures that support and ensure compliance with this Ordinance, and which may be amended from time to time by the City Manager or designee upon review with Franchisee as provided in the Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment A1**.
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the

Franchisee solely in the course of performing its obligations under the Franchise. See the definition for “Cost Allocation” regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee’s fixed asset policy, excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks;
- f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
- g. Performance bonds and insurance in at least the amounts and coverages required by the City;
- h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
- i. Utilities;

- j. Training, worker safety, and employee development expenses;
- k. Promotion and public education costs;
- l. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of Services under this Franchise over standardized economic useful lives of the various assets;
- m. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- n. Interest expense, other than interest paid with respect to route or Franchise acquisitions, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- o. Direct write-off charges for bad debts; and
- p. Franchise Fees assessed by the City.

Allowable Expenses, as defined above, shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies in Clackamas and Washington Counties of the State of Oregon. If there is any disagreement or discrepancy regarding what is considered an “Allowable Expense” or “Unallowable Expense,” or the amount of an “Allowable Expense,” Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies that may be available to the parties.

3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each Fiscal Year, as more particularly described in Article XI, Section 3 herein.
4. Bi-Annual Informational Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 2.
5. City. The City of Wilsonville.
6. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, manufacturing and industrial buildings and complexes. “Commercial” does not include business, manufacturing, or processing activities that occur in Residential dwellings.

7. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:
 - a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential, Multi-Family, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee's overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multi-Family, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee's services utilized by other cities and counties).
 - b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee's services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.
8. Council. The City Council of the City of Wilsonville.
9. CPI. The March to March All Urban Consumers for West-Size Class A Consumer Price Index as defined by the United States Bureau of Labor Statistics rounded to the nearest hundredth percent, or other index that replaces this index.
10. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article ~~XXX~~XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.
11. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving Solid Waste management services from the Franchisee within the City.
12. DEQ. State of Oregon Department of Environmental Quality.
13. EPA. United States Environmental Protection Agency.
14. Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.

15. Fiscal Year. July 1 to June 30 of any year.
16. Franchise. A contract with the City allowing the use of public right-of-way to collect, transport, process, and dispose of Solid Waste, Recyclable Materials, Yard Debris, and food scraps and to perform other responsibilities as defined in this Ordinance.
17. Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.
18. Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties.
19. Gross Revenue. For any period of time:
 - a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise;
 - b. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds, or other reimbursements for any other expense that was an Allowable Expense under this Ordinance; and
20. Hazardous Waste. Hazardous Waste includes:
 - a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
 - b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

- ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.
 - c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.
21. Multi-Family. Any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.
 22. Operating Margin. Gross Revenues minus Allowable Expenses within the Fiscal Year.
 23. Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. "Organic Materials" includes, but is not limited to, food waste, Yard Debris, paper, and putrescible materials which are generally a source of food for bacteria.
 24. Other Materials. Materials that the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to the Solid Waste Management and Collection Administrative Rules as further identified in Article XV herein.
 25. Person. An individual, partnership, association, corporation, trust, firm, estate, or other legal private entity.
 26. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.
 27. Recyclable Materials. Any material or group of materials that can be collected and sold for Recycling at a net cost equal to or less than the cost of collection and disposal of the same material, or other materials as may be designated by the City.
 28. Recycling. Any process by which Solid Waste materials are reused or transformed into new products in a manner that the original products may lose their identity.
 29. Residential. A single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

30. Resource Recovery. The process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or reuse of Solid Waste.
31. Service. Collection, transportation, transfer, disposal, or Resource Recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.
32. Service Rate. The cost Customers pay for Service provided by Franchisee as stated in **Attachment B2** to this Ordinance and as adjusted pursuant to Article VIII of this Ordinance.
33. Solid Waste. All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded home and industrial appliances; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
 - a. Unacceptable Waste;
 - b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
 - c. Reusable beverage containers;
 - d. Cardboard generated by a Person and transported to a Resource Recovery facility. Such Person will be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;
 - e. Material used for fertilizer or other productive purposes in agricultural operations;
 - f. Discarded or abandoned vehicles; or
 - g. Recyclable Materials that are Source Separated and set out for Recycling.
 - h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules attached hereto and incorporated herein as **Attachment A1**.
34. Solid Waste Management and Collection. The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment,

utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

35. Source Separated Materials. Sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final disposal.
36. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
37. Unallowable Expenses. Includes the following:
 - a. All charitable and political contributions;
 - b. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.
 - c. Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
 - d. Accruals for future unknown regulatory changes;
 - e. Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;
 - f. Principal or interest payments on the acquisition of any new Service routes;
 - g. The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;
 - h. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;
 - i. Fees paid to a Franchisee's Board of Directors;
 - j. Attorney's fees and related expenses resulting from:

- i. Any judicial proceeding in which the City and Franchisee are adverse parties;
- ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;
- k. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;
- l. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;
- m. Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;
- n. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules attached hereto as **Attachment A1**, except for Disposal costs associated with these Services;
- o. Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

- 38. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.
- 39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste generated from landscaping activities or from Residential property. "Yard Debris" does not include stumps, rocks, or bulky wood materials.

ARTICLE V

Franchise Award

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service to the City's Residential, Multi-Family, and Commercial Customers and will provide the option for Commercial Customers to have Organic Materials Service provided by Franchisee. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.
2. Exceptions. Nothing in this Ordinance will:
 - a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;
 - b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person's work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person's own equipment where the Solid Waste or Yard Debris produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;
 - c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot

dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);

- d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.
 - e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.
3. Solid Waste Removal. No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:
- a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;
 - b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;
 - c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or
 - d. Prevent the City from conducting an annual clean-up campaign for the collection of Yard Debris, other Recyclable Materials, Organic Materials, Solid

Waste, or Other Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.

4. Unauthorized Use. No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.
5. Title. Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.
6. Rejection of Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Franchisee, Franchisee may refuse to Service the entire Solid Waste, Recyclable Material, Yard Debris, or Organic Material container that contains the Unacceptable Waste.
 - a. In such situations, Franchisee will contact the Customer and the Customer must undertake appropriate action prior to the next scheduled Service day to ensure that such Unacceptable Waste is removed and properly disposed.
 - b. In the event Unacceptable Waste is present but not discovered until after Service by Franchisee, Franchisee may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with applicable law and charge the Customer or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. To the extent practicable, the City will assist Franchisee to determine the identity of the Customer or generator of the Unacceptable Waste.

ARTICLE VI

Franchise Term

The rights, privileges, and Franchise herein granted will continue for the Franchisee for a period of ten (10) years, commencing July 1, 2018, unless sooner terminated in accordance with

the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

ARTICLE VII

Franchise Fee

1. Initial Franchise Fee. In consideration of the Franchise by this Ordinance, for the first year of this Franchise, the Franchisee shall pay to the City three percent (3%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance.
2. Franchise Fee Increase. ~~After the first year of the Franchise, the Initial Beginning January 1, 2020, the initial~~ Franchise Fee will increase to five percent (5%) of the Gross Revenue. The Franchise Fee increase may be passed on to the Customers. ~~Any Service Rate increase based on an increase in the Franchise Fee does not impact, and is in addition to, any adjustments to the Service Rate allowed under Article VIII~~The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
3. Franchise Fee Payment. The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending June 30 of each year for the prior Fiscal Year.
4. Late Payments; Interest. Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 3 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment,

or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

ARTICLE VIII

Establishment and Modification of Service Rates

1. Initial Service Rate. The initial Service Rate Franchisee charges to Customers for its Service is set forth in **Attachment B2** to this Ordinance, which is incorporated by reference herein.
2. First Service Rate Adjustment. On October 1, 2018, the initial Service Rate will be increased by three-and-one-quarter percent (3.25%).
3. Second Service Rate Adjustment. Prior to July 1, 2019, the City will undertake a review of Franchisee’s books, records, and accounts to adjust the ~~initial~~ Service Rate ~~provided in this Section 1 of this Article~~ to set a new Service Rate that achieves an Operating Margin of ten percent (10%). The ~~initial~~ Service Rate may be adjusted higher or lower in order to achieve the ten percent (10%) Operating Margin. The initial Service Rate will be charged to Customers ~~for the fiscal year running from July 1, 2018 through and including September 30, 2018.~~ The first Service Rate adjustment will be charged to Customers from October 1, 2018 through and including June 30, 2019. The second Service Rate adjustment will be charged to Customers from July 1, 2019 through and including June 30, 2020. The annual Service Rate adjustment provided in Section 34 of this Article does not apply to ~~this~~ the first or second Service Rate adjustments. For clarity, the table below illustrates the timing and adjustment of each of the Service Rates discussed in Sections 1 through 3 of this Article:

<u>Title</u>	<u>Time</u>	<u>Service Rate</u>
<u>Initial Service Rate</u>	<u>July 1, 2018-September 30, 2018</u>	<u>Listed in Attachment 2</u>
<u>First Service Rate Adjustment</u>	<u>October 1, 2018-June 30, 2019</u>	<u>Service Rate increased by 3.25%</u>
<u>Second Service Rate Adjustment</u>	<u>July 1, 2019-June 30, 2020</u>	<u>Service Rate adjusted to achieve 10% Operating Margin</u>

~~2.~~

- ~~3-4.~~ Annual Service Rate Adjustment. It is the goal of this Franchise to provide Franchisee with a target Operating Margin of ten percent (10%), but no less than

eight percent (8%) and no greater than twelve percent (12%). Except as provided in ~~Article VII, Section 2; Section 2 of this Article; or in Section 4~~Sections 2, 3, or 5 of this Article, the Service Rate will be adjusted annually under the following circumstances:

- a. Service Rates will not change in the next Fiscal Year if the expected Operating Margin in the next Fiscal Year is equal to or greater than ~~eleventwelve~~ twelve percent (~~11~~12%).
- ~~b.~~ If the expected Operating Margin in the next Fiscal Year is equal to or greater than ten percent (10%) but less than ~~eleven percent (11%), Service Rates will be adjusted to reflect fifty percent (50%) of the percentage increase, if any, in the CPI.~~
- ~~e.b.~~ ~~If the expected Operating Margin in the next Fiscal Year is equal to or greater than nine percent (9%) but less than ten percent (10)~~twelve percent (12%), Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
- ~~d.c.~~ If the expected Operating Margin in the next Fiscal Year is equal to or greater than eight percent (8%) but less than ~~nineten~~ ten percent (~~9%0,10%~~), Service Rates will be adjusted to reflect ~~one hundredseventy-five~~ seventy-five percent (100%) of the percentage increase, if any, in the CPI.
- ~~e.d.~~ If the expected Operating Margin in the next Fiscal Year is less than eight percent (8%) and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 45 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

<u>Operating Margin</u>	<u>Percent of CPI Increase, If Any</u>
<u>12% or greater</u>	<u>No adjustment</u>
<u>10% up to, but not including, 12%</u>	<u>75% of CPI increase</u>
<u>8% up to, but not including, 10%</u>	<u>100% of CPI increase</u>
<u>Less than 8%</u>	<u>125% of CPI increase</u>

~~f.e.~~ The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that Fiscal Year.

~~g.f.~~ Franchisee will provide, in writing, its calculation of its expected Operating Margin for the next Fiscal Year, together with supporting documentation, to the City Manager or designee no later than May 1. The City Manager or designee will certify the CPI and Service Rate adjustment, if any, in writing, to Franchisee by June 1. Any Service Rate adjustment allowed under this Section ~~24~~ will take effect at the beginning of the next Fiscal Year beginning/commencing on July 1. Attachment 2 to this Franchise Agreement will be amended by the City Manager or designee to reflect the current Service Rates.

~~h.g.~~ The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to ~~audit or~~ review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI, ~~Section 6~~ herein.

4.5. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%), then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by City Council through a resolution. Franchisee's request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section ~~45~~. This

Section is not to be construed as to require the City to accept that Franchisee's calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee's request does not meet the requirements of this Section. The City may undertake any review of Franchisee's books, records, and accounts necessary to evaluate the validity of Franchisee's request for an Extraordinary Rate Increase.

5.6. Surcharges. The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges, other than the surcharge identified in subsection (a) herein, must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

a. Recycling Surcharge. This Ordinance ~~No. ___~~ adopts a surcharge for recycling costs, which surcharge is stated in **Attachment B2** to this Ordinance. The recycling surcharge will be reviewed by Council on or before ~~July~~January 1, 2019, at which time Council will adopt a resolution to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge. Approval of a continuing or modified surcharge shall not be unreasonably withheld by the Council.

ARTICLE IX

Franchisee Responsibility

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the City Council. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service for

Residential, Multi-Family, and Commercial Customers and will provide Commercial Customers the option of Organic Materials Service.

2. The Franchisee shall:

- a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon Law.
- b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.
- c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multi-Family, or Commercial stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.
- d. Give reasonable attention to the needs of physically handicapped Customers so that they may avail themselves of the Service offered without any additional charge.
- e. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the “Wilsonville Clean-Up Days” event takes place.

3. The Franchisee shall not:

- a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting

Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.

- b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the City Council in the same manner as other rates.
 - c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.
4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.
 5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a

situation where the Franchisee is allegedly commingling Recyclable Materials, Yard Debris, Organic Materials, or Other Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.

6. Service Interruption or Termination. The Franchisee shall not terminate Service to any or all of its Customers served under this Franchise except in accordance with the provisions of this Ordinance. Service may be interrupted or terminated when:
 - a. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route to serve all or a portion of its Customers. In either event, the City will not be liable for any such blocked access; or
 - b. Adverse weather conditions render providing Service unduly hazardous to persons or equipment providing such Service or if such interruption or termination is caused by an act of God or a public enemy.
7. Subcontracts. The Franchisee may subcontract with others to provide specialized service or temporary service under this Ordinance only upon prior written consent of the City, which written consent will not be unreasonably withheld. Such subcontract will not relieve the Franchisee of total responsibility for compliance with this Ordinance.

ARTICLE X

Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:
 - a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of \$5,000,000 for each occurrence and \$10,000,000 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

\$10,000. All of the foregoing coverage must be carried and maintained at all times during this Franchise.

- b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident.
- c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of \$2,000,000 for each occurrence and \$6,000,000 general aggregate.
- d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$5,000,000.
- e. Insurance Carrier Rating. Coverages provided by Contractor 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 any or all insurance carrier(s) with a financial rating that is unacceptable to the City.
- f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City. This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30)

days' prior advance notice, and Franchisee 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.

2. Bonds. The Franchisee shall furnish a bond to the City that is acceptable to the City to ensure the faithful performance by the Franchisee of the Service the Franchisee is required to provide under this Ordinance. The bond will provide for liquidated damages as provided in Article XIV, Section 3.

ARTICLE XI

Review of Records; ~~Audit~~

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review ~~and/or audit~~ by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.
2. Bi-Annual Informational Reports. Franchisee must complete and remit to the City Manager or designee a Bi-Annual Informational Report ~~by July 31 of no later than forty-five (45) days after~~ each ~~calendar year~~ June 30 for the period of the ~~prior~~ immediately preceding January 1 to and including June 30 ~~and by January no later than forty five (45) days after December 31 of each calendar year~~ for the period of the ~~prior~~ immediately preceding July 1 to and including December 31. The Bi-Annual Informational Report must include the following information:
 - a. The quantities of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials by Customer classification collected within the City during the reporting period, the locations to which these materials were

- delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee;
- b. A summary of communication, marketing, and educational outreach conducted by Franchisee during the reporting period; and
 - c. The number of Customer complaints and a summary of the type of complaints received, along with a summary of Franchisee's response to Customer complaints.
3. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than forty-five (45) days after the last calendar day of the current Fiscal Year (each June 30), with the following information:
- a. Franchisee must report its Gross Revenues and Allowable and Unallowable Expenses in an income statement format and provide information about Customer counts, Services provided, disposal volumes, and Recycling activities for all Customer classifications and for all programs identified in this Ordinance. Franchisee must report totals for all operations necessary to adequately verify compliance with the Service Rate allocation methodology as defined in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.
 - b. The Annual Franchise Report will also include a synopsis of the operations of the current Fiscal Year, a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next Fiscal Year, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the City Manager or designee.
 - c. The Annual Franchise Report will also describe and quantify communication, outreach, and educational activities performed by Franchisee.

4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as “CONFIDENTIAL,” and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as “CONFIDENTIAL” pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked “CONFIDENTIAL” by Franchisee.
5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee’s possession that the City Manager or designee deems relevant to verifying the accuracy of Franchise Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.
6. No more often than once during any Fiscal Year, the City may perform a review ~~and/or audit~~ of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee’s Operating Margin, and/or any Extraordinary Rate Increases.
 - a. In the event such ~~audit or~~ review discloses any difference in payment due to either the City or Franchisee, the review ~~or audit~~ will be submitted to the Council. The Council may accept, reject, or modify the findings in the review ~~or audit~~. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.
 - b. If the ~~audit or~~ review discloses a discrepancy in Franchisee’s actual Allowable Expenses upon which an Extraordinary Rate Increase is approved by the City Council through resolution was based, Service Rates may be adjusted to reflect

the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.

- c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the auditreview and the City may request an additional auditreview during the next Fiscal Year, with all actual costs of such additional auditreview paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.
- d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, ~~audited or~~ reviewed by the City. Prior ~~audit or~~ review years may not be reopened based on findings made in connection with the ~~audit or~~ review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

ARTICLE XII

City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the City Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. ~~Franchisee will make all reasonable efforts to insert appropriate language re: use of equipment/facilities assist the City in event of such emergency situations.~~ In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such usual charges but shall reimburse the City for its actual cost, as determined by the City.
2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.

3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
 - a. The City has the authority to enforce this Ordinance, the Administrative Rules attached hereto and incorporated herein as **Attachment A1**, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.
 - b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.
 - c. Damages and Penalties. The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:

- i. Lost customer revenue due Franchisee;
 - ii. Franchise fees owed the City;
 - iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and
 - iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.
4. Annexation. Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

ARTICLE XIII

Dispute Resolution

1. Dispute Resolution with Customers. Upon receipt of any notice of dispute from a Customer about any bill, charge, Service, or customer service issue, Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the Customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of federal, state, or local laws or regulations, Franchisee will not refuse Service to any Customer during a time of dispute. If Franchisee is not able to resolve a dispute with the Customer, the

Customer may contact the City Manager or designee, who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, Franchisee or Customer may then pursue the matter through any legal means available to the party.

2. Dispute Resolution with the City. During all disputes arising under this Franchise, including those subject to Article XIV, the City and Franchisee will continue to perform their respective obligations under this Franchise unless and until the Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. Default. Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.
2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the City Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the City Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.
3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars (\$1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required.

The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.

4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

ARTICLE XV

Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, "Solid Waste Management and Collection Administrative Rules," which are attached hereto and incorporated herein as **Attachment A1**. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.
2. Enforcement of Administrative Rules. In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the City Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful operation by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss, damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense. The Council and the City Manager reserve the right to retain counsel of their own choosing and to join in the defense of any such suit or action, with the reasonable cost of such additional counsel to be borne by the Franchisee.
2. Severability. Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.
3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.
4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment €3**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.
5. Repealing Clause. Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 are hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the ____ day of _____ 2018, and scheduled for a second reading at a regular meeting of the Council on _____, 2018, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

ENACTED by the City Council on the ____ day of _____ 2018 by the following votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____ 2018.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

- Mayor Knapp
- Council President Starr
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Attachments:

- Attachment **A1** – Solid Waste Management and Collection Administrative Rules
- Attachment **B2** – Rate Schedule
- Attachment **C3** – Written Acceptance of Ordinance No. 814

DRAFT



**SOLID WASTE MANAGEMENT
AND COLLECTION
ADMINISTRATIVE RULES**

Effective: July 1, 2018

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Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of the Wilsonville residents and to provide a coordinated program for the collection and Disposal of Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive Solid Waste, Recycling, Yard Debris, and Organic Materials collection, processing, and Disposal programs within the City to benefit all Wilsonville residents and businesses.
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service and Franchisee and Customer responsibilities.

1.1. Scope of Rules

It is the intent of these Administrative Rules to articulate the operational standards and expectations for Solid Waste, Recycling, Yard Debris, and Organic Materials collection as defined by the Franchise Agreement authorized by City Ordinance No. 814.

1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments shall be forwarded to the Franchisee who shall have thirty (30) days to respond in writing. Proposed amendments may be established by the City Manager or designee, following consideration of the Franchisee's response. Any disputed amendments to these Rules may be appealed by the Franchisee to the City Council. The City Council's decision regarding amendments to these Rules is final.

Section 2: Definitions

- 2.1. Administrative Rules** means the Solid Waste Management and Collection Administrative Rules contained herein.
- 2.2. Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods. Bulky Wastes does not include any appliances that contain Freon or other refrigerants.
- 2.3. Cart** means a container provided by Franchisee that is ninety (90) gallons or less.
- 2.4. City** means the City of Wilsonville.
- 2.5. Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. "Commercial" does not include other manufacturing activities or business, manufacturing, or processing activities in residential dwellings.

- 2.6. **Commission** means the Environmental Quality Commission.
- 2.7. **Compact or Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.
- 2.8. **Compactor** means any self-contained, power-driven mechanical equipment designed for the containment and compacting of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.
- 2.9. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials, but not a Drop Box or Compactor.
- 2.10. **Council** means the City Council of the City of Wilsonville.
- 2.11. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The “street” may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, “curbside” shall be the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer or as determined by the City.
- 2.12. **DEQ** means the Oregon Department of Environmental Quality.
- 2.13. **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.
- 2.14. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.15. **Drop Box** means a single container designed for the storage and collection of large volumes of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials that is usually ten (10) cubic yards or larger in size.
- 2.16. **EPA** means the United States Environmental Protection Agency.
- 2.17. **Franchisee** means the person granted the franchise by Ordinance No. ~~814~~814, or a subcontractor of such person.
- 2.18. **Fiscal Year** means July 1 to June 30 of any year.
- 2.19. **Generator** means the person who produces Solid Waste, Recyclables, Yard Debris, Organic Materials, or Other Materials to be placed, or that is placed, out for Disposal.
- 2.20. **Goods** means kitchen or other large appliances that are Bulky Wastes.

2.21. Hazardous Waste includes:

~~2.16.1.2.21.1.~~ Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliant, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.

~~2.16.2.2.21.2.~~ Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:

~~2.16.2.1.2.21.2.1.~~ Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

~~2.16.2.2.2.21.2.2.~~ Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.

~~2.16.3.2.21.3.~~ Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in subsections ~~2.1621.1.~~ and ~~2.1621.2.~~ of this subsection.

~~2.16.4.2.21.4.~~ To the extent not covered by the preceding subsections of this Section ~~2.1621,~~ any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.

~~2.17.2.22.~~ **Household Hazardous Waste** means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. “Household Hazardous Waste” includes, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, shall not include any materials that are not considered household hazardous waste by the EPA or DEQ.

~~2.18.2.23.~~ **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.

~~2.19.2.24.~~ **Metro** means the Portland metropolitan area regional government.

~~2.20.2.25.~~ **Multi-Family** means any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.

~~2.21.2.26.~~ **Organic Materials** means material which can be biologically synthesized by plants or

animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. “Organic Material” includes, but is not limited to, food waste, Yard Debris, paper, and putrescible material which are generally a source of food for bacteria.

2.22-2.27. Other Materials means any materials the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to these Administrative Rules, including Goods, Bulky Waste, and Infectious Waste.

2.23-2.28. Person means an individual, partnership, association, corporation, Limited Liability Company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.

2.24-2.29. Premises means a lot, parcel, or tract of land, including any buildings or structures located thereon.

2.25-2.30. Rates means the costs for Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials as set forth in Attachment A2 to Ordinance No. 814, which may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.

2.26-2.31. Receptacle means a Cart, Container, Drop Box, Compactor, recycling bin, or any other means of containment provided by Franchisee of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.

2.27-2.32. Recyclable Materials means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and Disposal of the same material, or other materials as may be designated by the City.

2.28-2.33. Recyclable Materials List means the current list of Recyclable Materials collected by Franchisee for Recycling, as further defined in Subsection 6.2.2 herein.

2.29-2.34. Recycling includes the collection, transportation, storage, and processing of waste materials by which such materials are reused or transformed into raw materials for the manufacturer of new products.

2.30-2.35. Residential means a single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

2.31-2.36. Resource Recovery and Resource Recovery Facility mean the process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or Reuse of Solid Waste, and a location at which such material or energy resources are obtained from the processing of Solid Waste.

2.32-2.37. Reuse means return of waste into the economic stream, to the same or similar use or application, without change in the waste’s identity.

2.33-2.38. **Service** means collection, transportation, Disposal of, or Resource Recovery from Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

2.34-2.39. **Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.

2.35-2.40. **Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials, as applicable.

2.36-2.41. **Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial demolition and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:

2.36.1-2.41.1. Unacceptable Waste;

2.36.2-2.41.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;

2.36.3-2.41.3. Cardboard generated by a Person where the Person is the generator or source, and bales and transports the cardboard to a Resource Recovery Facility. Such Person shall be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;

2.36.4-2.41.4. Material used for fertilizer or other productive purposes in agricultural operations;

2.36.5-2.41.5. Discarded or abandoned vehicles or parts of vehicles;

2.36.6-2.41.6. Tires; or

2.36.7-2.41.7. Recyclable Materials that are Source Separated and set out for Recycling.

2.37-2.42. **Solid Waste Management and Collection** means the prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

2.38-2.43. **Source Separated Materials** means the sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final Disposal.

2.39-2.44. **Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste..

2.40-2.45. **Waste** means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land.

2.41-2.46. **Yard Debris** means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials.

Section 3: Franchisee General Requirements

3.1. Mandatory Services. Franchisee must offer the following Services, subject to the terms and conditions of the Franchise and these Administrative Rules:

3.1.1. Residential Curbside Collection.

3.1.1.1. Solid Waste– regularly scheduled (weekly or bi-weekly) Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.2. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.3. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.4. Glass Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.2. Commercial Collection

3.1.2.1. Solid Waste – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.2. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

- 3.1.2.3. Organic Materials – voluntary Service until determined by Metro to be a mandatory Service. Regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
- 3.1.2.4. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
- 3.1.2.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.
- 3.1.3. Solid Waste, Recycling, and Yard Debris Drop-off Site
- 3.1.4. Residential and Commercial Solid Waste/Recycling Education
- 3.2. **Optional Services.** Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee.
- 3.3. **Notification to New Customers.** The Franchisee shall provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials shall include a packet of educational material that contains information on all Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service level options, as applicable; rates for these services, including an explanation of extra charges; a listing of the Recyclable Materials collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should separate their materials for Recycling; and reference information directing Customers to the City’s website regarding Solid Waste Management and Collection. Franchisee shall provide Customers with prior written notice of any changes in service.
- 3.4. **Hours/Days for Collection Activity.**
 - 3.4.1. Residential and Multi-Family Neighborhoods. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, and Other Materials, as applicable, in predominantly residential and multi-family neighborhoods to between the hours of **5:30 a.m. and 6:00 p.m.**, unless weather or holiday schedules require extended hours for collection.
 - 3.4.2. Commercial and Industrial Areas. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials, as applicable, in predominantly commercial and industrial areas to between the hours of **4:30 a.m. and 8:00 p.m.**, unless weather or holiday schedules require extended hours for collection.
 - 3.4.3. Service Days. Residential ~~and Commercial~~ Service must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions. All Services must

be offered on the same day(s) of the week for a given Residential Customer. Commercial Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.

- 3.4.4. Special Services. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials on request by the Customer for an additional cost to the Customer.
- 3.4.5. Service on Holidays. No Service is required on Thanksgiving Day, December 25th, or January 1st of each year. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.
- 3.4.6. Hazardous Weather Conditions. Collection schedules may be adjusted due to hazardous weather conditions. Hazardous weather conditions general exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:
- ~~3.3.5.1.~~3.4.6.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.
- ~~3.3.5.2.~~3.4.6.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Yard Debris, Recyclable Materials, and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.
- 3.4.7. Change of Schedule for Service Day. Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each multifamily unit must be notified of the change in Service Day if each unit receives individualized Service.

3.5. Service Rates.

~~3.3.1.3.5.1.~~ Schedule of Rates. The Rates for Solid Waste, Recycling, Yard Debris, and Other Materials is set forth in Attachment ~~B2~~ to Ordinance No. ~~814~~ and may be adjusted from time to time pursuant to Article VIII of Ordinance No. ~~814~~.

~~3.3.2.3.5.2.~~ Optional Services. The cost for optional services not included in the Schedule of Rates shall comply with the requirements of the Franchise and Section 3.2 above.

3.6. Billing Procedures.

3.6.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but shall not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.6.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.

~~3.6.2.~~ Billing Due Date. Customer payments shall not be due more than thirty-one (31) days before the end of the Service period being billed, nor less than twenty-one (21) days after the date of the postmark on the billing.

~~3.6.2.3.6.3.~~ Vacation Credit. The Franchisee shall give a vacation credit for Customers who stop service for a minimum period of three (3) weeks and shall give up to four (4) vacation credits per calendar year. Vacation credits will not be applied to Multi-Family Customers or Commercial Customers.

~~3.6.3.3.6.4.~~ Billing Policy. The Franchisee shall have a written policy for billing procedures and reinstatement for non-payment, which policy must be consist with Section 3.7 herein. The Franchisee shall make available its billing policies to its Customers. The Franchisee shall also provide a copy of all billing policies to the City for review and prior approval.

3.7. Termination of Service

3.7.1. Billing Past Due. The Franchisee may terminate Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.

3.7.2. Notice of Termination of Service. The Franchisee must not terminate said Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.

3.7.3. Disputed Billings. The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section 11.

3.8. Automation of Services. Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee shall utilize this type of equipment for Service of Solid Waste, Recyclables, Yard Debris, and Organic

Materials for all Customers.

3.9. Supplying Receptacles. The Franchisee must provide to its Customers Receptacles that are mechanically collected, except for Compactors and Receptacles for glass Recycling, which are manually collected. The Customer may arrange with the Franchisee to provide a Compactor.

3.9.1. Recycling Bins. The Franchisee shall provide one Container for Recyclable Materials, excluding glass Recycling, and one glass Recycling bin to each Residential Customer and other Customers as needed.

3.9.2. Commercial and Multifamily Customers. The Franchisee must provide Receptacles for use by Commercial and Multi-Family Customers at locations approved by the Franchisee or may approve Receptacles provided by the Customer based on the Receptacle requirements of these Administrative Rules.

3.9.3. Types of Receptacles. Receptacles provided by the Franchisee shall be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.

3.10. Missed Service. The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City shall be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).

3.11. Refusal of Collection Service

3.11.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4.6 above. Franchisee's refusal of Service due to hazardous conditions does not constitute a missed collection.

3.11.2. Improperly Prepared Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials. The Franchisee may refuse Service where the preparations of Solid Waste, Recycling, Yard Debris, Organic Materials, or Other Materials do not satisfy the requirements of these Administrative Rules.

3.11.3. Overweight Receptacles. The Franchisee may refuse Service for a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with required weight limits.

3.11.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle

is in a location that does not satisfy the requirements of these Administrative Rules.

- 3.12. Notice for Refusal of Service.** If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide written notice stating the reasons for refusal to said Customer. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee shall leave the notice securely attached to the Customer's Receptacle, to the materials, or to the Customer's front door at the time of the refused Service. Franchisee shall document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.
- 3.13. Payment for Refusal of Service Materials.** Franchisee must charge the normal Service Rates when there is a refusal of Service and shall provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:
- 3.13.1. Immediate Service at the City-approved go-back Rate; or
- 3.13.2. Service at no extra charge the following week on the designated Service Day.
- 3.14. Cleanup on Route.** The Franchisee shall make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.
- 3.15. Prevention of Leaking and Spilling Loads.** All Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Service vehicles shall be constructed, loaded, operated, and maintained in a manner to reduce to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.
- 3.16. Covers for Open Body Vehicles.** All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar Goods.
- 3.17. Unnecessary Noise.** The Franchisee shall make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.

- 3.18. Maintaining Passage on Public Streets.** To the greatest extent practicable, Franchisee must avoid stopping Service vehicles to block the passage of other vehicles and pedestrians on public streets and sidewalks.
- 3.19. Compliance with Federal, State, and Local Regulations.** Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, collection, Disposal, and processing of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.
- 3.20. Safety and Maintenance.** All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.
- 3.21. Compliance with Zoning Ordinances.** Facilities for storage, maintenance, and parking of any vehicles or other equipment shall comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.
- 3.22. Repair or Replacement of Customer Supplies Receptacles.** Franchisee must take care not to damage Receptacles owned by the Customer. Franchisee must reimburse the Customer for the cost of repair or replacement of a Franchisee-approved Receptacle when Franchisee causes damage to a Customer's Receptacle, providing the damage is not caused by normal wear and tear and provided the Receptacle satisfies the standards for Receptacles described in these Administrative Rules.
- 3.23. Location of Empty Receptacles.** The Franchisee shall leave emptied Receptacles in a location that does not obstruct mailboxes, sidewalks, fire hydrants, bicycle lanes, or impede traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.
- 3.24. Location of Receptacles**
- 3.24.1. General. The Franchisee shall place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow.
- 3.24.2. Drop Boxes. When possible, the Franchisee shall place drop boxes on private property locations such as driveways or yards. The Franchisee shall not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.
- 3.25. Customers with Physical Disabilities.** The Franchisee shall give reasonable attention to the needs of customers with physical disabilities without any additional charge for distance.
- 3.26. Promotion and Education**
- 3.26.1. Franchisee shall comply with all DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices DEQ requires Franchisee to

provide to Customers.

3.26.2. Franchisee shall participate in City-directed promotion and education efforts as identified below:

3.26.2.1. No later than sixty (60) days after the end of each Fiscal Year, Franchisee will make a presentation to the City Council regarding Franchisee's Services, Rates, Franchisee Fee payments, and any other relevant educational information for the Fiscal Year that is ending or just has ended.

3.26.2.2. Franchisee will conduct no less than two educational outreach events per Fiscal Year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each Fiscal Year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.

3.26.2.3. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.

3.26.3. The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.

3.27 Damage to Pavement. Franchisee shall not be responsible for any damages to City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's providing Service, except to the extent caused by Franchisee's negligence or willful misconduct.

Section 4: Customer Responsibility

4.1. Payment Responsibility

4.1.1. Responsible Party. Any Person who receives Service shall be responsible for payment for said Service.

4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.

4.1.3. Vacation Credit. The Customer is responsible for requesting a Vacation Credit from the Franchisee prior to the date Service will temporarily cease. The Customer may request a vacation credit to stop Service for a minimum of three (3) weeks at a time up to four (4) times per calendar year.

4.2. Notification of Missed Service and Billing Errors. The Customer shall promptly notify the

Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in accordance with Section 3.10 regarding missed Service or in accordance with Subsection 3.7.3 and Section 11 regarding a billing error.

4.3. Supplying Receptacles

4.3.1. Carts. Residential Customers shall only use Carts provided by the Franchisee for Solid Waste, Recyclable Materials, and Yard Debris Service.

4.3.2. Compactors. A Commercial Customer may provide a Compactor used for Services. All Compactors shall comply with applicable federal, state, and local laws and regulations, shall be compatible with Franchisee equipment, and shall be approved by the Franchisee.

4.3.3. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers shall use only Receptacles provided by the Franchisee.

4.4. **Repair or Replacement of Franchisee-Supplied Receptacles.** The Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a can, cart, Container, Drop Box, or other Receptacle. The Franchisee may bill the Customer for the cost to repair or replace a Receptacle owned by the Franchisee when the Customer does not take reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other damage to the Receptacle.

4.5. **Set Out and Removal of Receptacle from Service Location.** The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.

4.6. **Ownership of Receptacles.** Receptacles provided by the Franchisee are the property of the Franchisee. The Customer shall leave Franchisee's Receptacles at the Service address when the Customer moves.

4.7. Location of Receptacles

4.7.1. Single-Family Dwellings. For single-family dwellings, Franchisee may require that collection of Solid Waste, Recyclable Materials, Yard Debris, and Other Materials be placed on the driveway, at the curb, or roadside to enhance efficiency of the Service. Franchisee must arrange for a mutually convenient system for Service to disabled Customers. Under no circumstances may Receptacles be placed by either Customer or Franchisee in marked bicycle lanes or placed in such a manner that they obstruct the flow of traffic. The Customer shall place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for reasonable vertical clearance for Receptacle(s) picked up away from the curbside or roadside.

- 4.7.2. Disabled Customers. Disabled Customers will be provided non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the street that there are materials to be collected.
- 4.7.3. Service on a Private Street. For Services made at Curbside on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not be limited by a gate; it must be named and posted with a street sign; it must be paved to a width of at least twelve (12) feet, exclusive of any areas where parking is permitted; and if a dead-end, the turnaround must have a sixty (60) foot diameter or a “hammerhead” or other feature that provides adequate turnaround space for standard Service vehicles. There must be at least fourteen (14) feet of vertical clearance. On such private streets, Customers entitled to Curbside Service must have their address on the private street. Franchisee may require a damage waiver from Customers being serviced on private streets if, in the opinion of Franchisee, there is a reasonable probability that property damage could occur through no fault of Franchisee other than the normal course of providing Service. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Containers must be marked with the appropriate Customer address.
- 4.7.3.1. If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee’s ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.11 above. If the hazards are not moved or removed by the Customer(s) so that Franchisee may safely Service the private street, the Customer(s) may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of Ordinance No. 814.
- 4.7.4. Service on Public Alleys. Service on public alleys is encouraged, but is at the discretion of Franchisee.
- 4.7.5. Service from In-Ground Cans. Service from in-ground cans is prohibited.
- 4.7.6. Location of Empty Receptacles. Franchisee must return all Receptacles, except for Drop Boxes, to the location where the Customer placed them without leaving Service remnants or other disturbance to existing site conditions, unless the Customer placed the Receptacle(s) in a prohibited location. In such a case, Franchisee may place the Receptacle in a location allowed under these Administrative Rules.
- 4.7.7. Drop Boxes. When possible, Franchisee shall place Drop Boxes on private property locations such as driveways or yards. Prior to Franchisee’s delivery of the Drop Box, the Customer must receive a permit from the City to place a Drop Box in a public right-of-way, street, alley, or roadside.

- 4.7.8. Allocation of Compactors. The Customer must place Compactors at a location that protects the privacy, safety, and security of Customers, that provides access needed to prevent unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

4.8. General Preparation of Materials

- 4.8.1. The Customer must place Solid Waste, Recyclable Materials, Yard Debris, and Organic Materials safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging the contents out of a Receptacle. The Customer cannot overfill a can, cart, or Container so that the lid is open. The Customer cannot compact the contents of a can, cart, or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer shall loosely place materials in cans, carts, Containers, and other rigid Receptacles to minimize damage to the Receptacle and to facilitate emptying the Receptacle.
- 4.8.2. The Customer must drain Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials of surplus water. Residential ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- 4.8.3. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.
- 4.8.4. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.
- 4.8.5. No person, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, shall interfere with or remove any Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials from any Receptacle where it has been placed by the Generator for collection; nor shall they remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.
- 4.8.6. No person shall place chemicals, liquid waste, paint, corrosive materials, Infectious Waste, hot ashes, or Other Materials into a Receptacle placed for Service. When materials, customer abuse, fire, or vandalism cause excessive wear or damage to a Receptacle provided by the Franchisee, the cost of repair or replacement may be charged to the Customer.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

- 5.1.1. Service Responsibility. The Franchisee must provide the opportunity for all levels of Solid Waste Services as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City.
- 5.1.1.1. Unacceptable Waste. The Franchisee is not responsible for the collection of Unacceptable Waste. Refer to Subsection 8.2.2 for collection options for Unacceptable Waste.
- 5.1.1.2. Hazardous Waste. The Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or knowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.
- 5.1.2. Service of Extra Receptacles. The Franchisee must Service occasional extra Solid Waste Receptacles set at the curb as an “extra” beyond the Customer’s subscribed Service level. The Franchisee may charge the fee established by the City for such “extras,” except in cases of missed Service. The Franchisee may require the Customer to give prior notification of an extra set out that would require extraordinary time, labor, or equipment.
- 5.1.3. Disposal of Solid Waste Materials. Franchisee must Dispose of the Solid Waste collected within its franchised geographic area at a Metro-approved facility. Franchisee must not mix Solid Waste for Disposal with any properly prepared Source Separated Materials.

5.2. Customer Responsibility

- 5.2.1. Weight of Receptacles. The Customer shall limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

Receptacle/Type Capacity	Maximum Weight
Up to and including 20 gallons	35 lbs.
Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

- 5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, shall not exceed the lifting capacity of the Franchisee’s equipment nor shall the weight put the Franchisee over the weight limit for the loaded vehicle. The Franchisee shall furnish the Customer with information concerning limitations on Franchisee’s equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.

- 5.2.3. Putrescible Waste Storage. The Customer shall not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling Collection Requirements

6.1. Franchisee Responsibility

- 6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling Service as outlined in these Administrative Rules for all Persons with its geographic area franchised by the City.
- 6.1.2. “Recycling Only” Residential Customers. The collection frequency for Residential Customers without Solid Waste Service shall be on the same day as Solid Waste Service for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Residential Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee shall collect Recyclable Materials listed in Section 6.2.2 provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 6.1.4. Processing of Collected Recyclable Materials. The Franchisee shall transport and market collected Recyclable Materials. The Franchisee shall deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee shall not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by DEQ.
- 6.1.5. Diversion Goal. Franchisee shall make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan as adopted by Metro, promote ongoing efforts as other Recycling “best practices” become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.

6.2. Customer Responsibility

- 6.2.1. Preparation of Recycled Materials.
- 6.2.1.1. Residential Customers. Residential Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials.
- 6.2.1.2. Commercial and Multi-Family Customers. Commercial and Multi-Family

Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials. The Franchisee and the Commercial or Multi-Family Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials.

- 6.2.2. Recyclable Materials List. The Customer may include, and Franchisee is only responsible for collecting, the Recyclable Materials listed on the City's website within its solid waste management webpage, which list may be amended from time to time in accordance with EPA and DEQ requirements and market conditions. Franchisee will also maintain a current list of accepted Recyclable Materials to be provided to a Customer at the Customer's request. Customers must separate and prepare Recyclable Materials in the manner stated on the Recyclable Materials List.

Section 7: Yard Debris and Commercial Organic Material Collection Requirements

7.1. Franchisee Responsibility

- 7.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Yard Debris Service for all Persons within its geographic area franchised by the City. The Franchisee shall provide the opportunity for Commercial Customers to dispose of Organic Materials in a separate Receptacle on a voluntary basis, until such time as Metro determines that Franchisee must provide Organic Materials Service to Commercial Customers. If Metro makes such a determination regarding Commercial Organic Materials Service, Franchisee must provide to the affected Commercial Customers education regarding Disposal of Organic Materials and Receptacles for Disposal of Organic Materials.
- 7.1.2. "Yard Debris Only" Customers. The collection frequency for Persons without Solid Waste collection service shall be on the same day as Solid Waste collection for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of Yard Debris. The Franchisee shall provide occasional or special collection of Yard Debris materials on request by the City.
- 7.1.4. Collection of Yard Debris. The Franchisee shall collect Yard Debris provided the Yard Debris comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra Yard Debris Receptacles. The Franchisee shall collect clearly marked occasional extra Yard Debris Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such "extras," except in cases of missed Service.
- 7.1.6. Collection of Organic Materials. The Franchisee shall collect Organic Materials from Commercial Customers to whom Franchisee agrees to provide such Service or to whom

Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules

7.1.7. Processing of Collected Yard Debris and Organic Materials. The Franchisee shall transport and market collected Yard Debris and Organic Materials. The Franchisee shall deliver all properly prepared and collected Yard Debris or Organic Materials to an approved processor or composting facility. The Franchisee shall not deliver or cause the delivery of any collected Yard Debris or Organic Materials for Disposal unless the Yard Debris or Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

7.2.1. Preparation of Yard Debris Materials.

7.2.1.1. Yard Debris Receptacles. The Customer shall place Yard Debris in the cart provided by the Franchisee. Occasional extras may be placed in 65 gallon Carts, -“Kraft” type and “Epic” brand bags, or bundles. The Customer shall not use plastic bags to contain Yard Debris.

7.2.1.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Yard Debris provided in these Administrative Rules.

7.2.2. Preparation of Organic Materials.

7.2.2.1. Receptacles. Any Customer receiving Organic Materials Service from Franchisee shall place Organic Material in the acceptable Receptacle provided by Franchisee.

7.2.2.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Organic Material provided in these Administrative Rules.

7.2.3. Weight of Yard Debris Receptacles. The Customer shall limit the weight of a Yard Debris Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Bundled yard debris	45 lbs.
“Kraft” type bags or “Epic” brand bags	60 lbs.
Roll Carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

7.2.4. Weight of Organic Materials Receptacles. The Customer shall limit the weight of a

Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

Section 8: Other Materials Services

8.1. Franchisee Responsibility

- 8.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Service for Other Materials as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City. Other Materials include Goods, Bulky Waste, tires, and Infectious Waste.
- 8.1.2. Service Frequency. The Service time for Other Materials shall be as agreed by the Franchisee and the Customer and within seven (7) working days of the Customer Request.
- 8.1.3. Service of Other Materials. The Franchisee shall provide Other Materials Service so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 8.1.4. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

8.2. Customer Responsibility

- 8.2.1. Disposal of Other Materials. The Customer shall place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials Service must occur on the same day as the Customer's Solid Waste Service. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.
- 8.2.2. Disposal of Unacceptable Solid Waste. The Customer shall contact Franchisee for information on proper Disposal options for Unacceptable Solid Waste.

Section 9: Community Clean-Up Days

9.1. The Franchisee shall agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:

9.1.1. The one week period during which the “Wilsonville Clean-Up Days” will take place, including a “Bulky Waste Day” event. The “Wilsonville Clean-Up Days” event shall take place once per year in the Spring. The “Bulky Waste Day” will occur within the “Wilsonville Clean-Up Days” on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

9.1.2. The “Fall Leaf Clean-Up” event, which shall take place once per year in the Fall, on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee.

9.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee shall be at the entire expense of the Franchisee.

Section 10: Customer Service – Access to Information

10.1. Franchisee’s Website. To the extent practicable, Franchisee’s website will contain information regarding the following:

10.1.1. For new Customers: the ability to sign up for new Services.

10.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City’s solid waste informational webpage.

10.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee’s call center.

10.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.

10.2. The City will also provide the information in 10.1.2 through 10.1.4 on its solid waste ~~informational~~ webpage.

10.3. Any disputes regarding Franchisee’s Customer service are subject to Section 11 herein and Article XIII, Section (1) of the Solid Waste Franchise Agreement (Ordinance No. ~~814~~ 814).

Section 11: Dispute Resolution

11.1. **Information and Complaint Resolution.** The Franchisee shall respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff shall be knowledgeable and courteous in answering Customer information

requests and resolving Customer complaints regarding Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Services. The Franchisee shall respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.

- 11.2. Disputed Billing Policy.** The Franchisee shall have a written policy for resolving disputed billings pursuant to Subsection 3.6.~~34~~. The Franchisee shall provide a copy of disputed billing policies to the City for review and approval.
- 11.3. Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved are subject to the procedures contained in Article XIII, Section (1) of ~~the Solid Waste Franchise Agreement~~ (Ordinance No. ~~814~~)-814.

DRAFT

EXAMPLE OF CUSTOMER MONTHLY SERVICE COSTS

1. **Residential Customer.** Below are examples of the monthly costs for residential customers as the recycling surcharge and service rate increase are added. Residential customers will be assessed a flat fee for the recycling surcharge.

Cart Size	Number of Customers with Cart Size ¹	Percentage of Customers with Cart Size	Current Rate	July 1, 2018 – 3.25% Increase + Recycling Surcharge	Cost Increase from Current Rate	October 1, 2018 – 3.25% Rate Increase	January 1, 2019 – Rate Increase + Recycling Surcharge	Cost Increase from Current Rate
20	555	13.7%	\$20.00	\$23.15 (\$20.65 + \$2.50)	\$3.15	\$21.32	\$23.82 (\$21.32 + \$2.50)	\$3.82
35	2,497	61.7%	\$26.37	\$29.73 (\$27.23 + \$2.50)	\$3.36	\$28.15	\$30.65 (\$28.15 + \$2.50)	\$4.28
60	996	24.6%	\$34.60	\$38.22 (\$35.72 + \$2.50)	\$3.62	\$36.88	\$39.38 (\$36.88 + \$2.50)	\$4.78

2. **Commercial Customer.** Commercial customers will be assessed the recycling surcharge based on size of recycling container. Below is a list of the recycling container sizes Republic Services offers to commercial customers, the number of commercial customers that use each size², and the related recycling surcharge:

Container Size	Number of Customers with Container Size	Percentage of Customers with Container Size	Recycling Surcharge (\$1.50 per yard)
35 gallon	40	5.5%	\$1.50
60 gallon	293	40.6%	\$1.50
90 gallon	88	12.2%	\$1.50
2 yard	49	6.8%	\$3.00
3 yard	17	2.4%	\$4.50
4 yard	131	18.1%	\$6.00
6 yard	39	5.4%	\$8.00
8 yard	65	9%	\$12.00

¹ Based on 2016 data provided by Republic Services.

² Based on 2018 information provided by Republic Services; combines both commercial and industrial customers.

Since City staff do not have data for all the various combinations of solid waste container sizes with the various recycling container sizes for commercial customers, the below chart uses scenarios with the three (3) most common containers used by commercial customers for solid waste and for recycling. In other words, the first scenario is the most common solid waste container and the most common recycling container, the second scenario is the second most common solid waste container and second most common recycling container, and so on.

Solid Waste Container Size; Recycling Container Size	Current Rate	Recycling Surcharge (\$1.50/yard)	July 1, 2018 – 3.25% Increase + Recycling Surcharge	Cost Increase from Current Rate	October 1, 2018 – 3.25% Increase	January 1, 2019 – Rate Increase + Recycling Surcharge	Cost Increase from Current Rate
35 gallon; 60 gallon	\$20.00	\$1.50	\$22.15 (\$20.65 + \$1.50)	\$2.15	\$21.32	\$22.82 (\$21.32 + \$1.50)	\$2.82
90 gallon; 4 yard	\$39.25	\$6.00	\$46.53 (\$40.53 + \$6.00)	\$7.28	\$41.85	\$47.85 (\$41.85 + \$6.00)	\$8.60
2 yard; 90 gallon	\$175.22	\$1.50	\$182.41 (\$180.91 + \$1.50)	\$7.19	\$186.79	\$188.29 (\$186.79 + \$1.50)	\$13.07



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 7, 2018		Subject: Ordinance No. 815 - 2nd Reading Adopting the 2017 Water Treatment Plant Master Plan Update as a Sub Element of the City of Wilsonville Comprehensive Plan and a Capital Improvement Project List for the Treatment Plant.	
		Staff Member: Nancy Kraushaar, PE, Community Development Director	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 16, 2018 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 16, 2018 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 7, 2018 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: At the February 14, 2018 meeting, Planning Commission adopted Resolution LP18-1002 recommending approval to the City Council of the 2017 Water Treatment Plant Master Plan Update with some clarifying additions, deletions and modifications.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 815 on second reading.			
Recommended Language for Motion: I move to approve Ordinance No. 815 on second reading.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Fiscal Discipline, Environmental Stewardship, Well Maintained Infrastructure		<input checked="" type="checkbox"/> Adopted Master Plan(s): Water Treatment Plant Master Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE CITY COUNCIL:

Council to consider adoption of the updated Water Treatment Master Plan and a new capital improvement project list for the water treatment plant.

EXECUTIVE SUMMARY:

The City of Wilsonville is updating the master plan for the Willamette River Water Treatment Plant. Master Plans, once adopted, become amendments to the City's Comprehensive Plan, and as such, require a formal adoption process that first includes a hearing before the Planning Commission where conclusionary findings are considered for consistency with Statewide Planning Goals followed by a recommendation for adoption to the City Council. Then the City Council holds a public hearing and considers adoption of the master plan by ordinance.

The 2017 Water Treatment Plant Master Plan Update (2017 MPU) addresses the existing Willamette River Water Treatment Plant, operational since 2002 and currently providing treated water to the citizens of Wilsonville and Sherwood. The draft Table of Contents and Executive Summary are presented in **Attachment A**. Some primary goals of the 2017 MPU are:

- 1) To confirm the quantity and timing of long range water delivery from the treatment plant over a 20 year planning horizon;
- 2) To identify and select appropriate treatment technologies and design criteria for future water treatment facilities;
- 3) To evaluate existing treatment plant facilities for upgrades and replacements; and
- 4) To identify the capital costs, timing, and funding strategy required to meet the future water supply and level of service goals.

These goals are addressed in the 2017 MPU. The chapters are summarized below:

- Chapter 1 provides general background information.
- Chapter 2 provides information on existing and future water demand, and the expected future Level of Service.
- Chapters 3 and 4 describe the existing treatment technologies and associated operational performance in terms of water quality and regulatory compliance.
- Chapter 5 evaluates the condition and reliability of the existing plant infrastructure with particular focus on life safety deficiencies, surge protection and seismic resiliency.
- Chapter 6 presents the recommended short-term and long-term capital improvement plan needed to ensure continued reliability of the treatment plant as the plant capacity increases from the current 15 mgd to 30 mgd in year 2035 and beyond (Wilsonville's currently has approved water rights for 20 mgd; additional rights will need to be acquired for expansion to 30 mgd).
- Chapter 7 presents the capital cost estimates and recommended schedules for the design and construction of improvements identified in Chapter 6.

The Planning Commission public record that includes their Resolution LP18-1002 and the Conclusionary Findings demonstrating consistency with Statewide Planning Goals are included as **Exhibit 1** to Ordinance No. 815. At their public hearing, the Planning Commission requested the following information be added to the master plan:

1. Provide net present value (NPV) calculations used to evaluate the 20 MGD expansion options.
2. Provide the basis for population growth assumptions used to determine when the 20 and 30 MGD expansions would be necessary.
3. Provide the cost-sharing responsibility between the water treatment plant stakeholders.
4. Add language regarding the potential to add additional stakeholders as well as the review period for the CIP projects (typically 5 to 10 years).

Following Planning Commission review, the Plan was reviewed by the City's Water Treatment Plant consultant and some corrections and clarifications were suggested that staff agrees are needed to make the plan accurate.

During the City Council's April 16 Work Session, the mayor requested information on what growth projections were used to develop the schedule for future plant capacity needs. The Demand Forecast from the 2012 Wilsonville Water System Master Plan was used. Chapter 2 from that master plan (see **Exhibit 1**) details the methodology and existing data review and analysis used to develop forecast demand. Many factors were considered, including land use, residential and non-residential growth, and estimated per capita demand rates for different user groups. The forecast also considered water loss and irrigation demands.

The Water System Master Plan used a 2.9% annual growth rate in forecasting the future residential demand. Based on statistics from recent Annual Housing Reports published by the Planning Division, Wilsonville's population has grown 2.7% on average between 2014 and 2017. Population growth can vary considerably from year to year. If our statistics begin to show we are trending off-track from our master plan growth projections, the City Council may want to study whether there are any controls that should be implemented to keep actual demand aligned with the master plans and associated capital improvement needs.

EXPECTED RESULTS:

Adoption by City Council will make the 2017 MPU part of the City's Comprehensive Plan. Inclusion in the Comprehensive Plan allows identified capital and operational improvements to be planned and budgeted in future rate and system development charge studies and methodologies and capital spending plans. From a utility management standpoint, this master plan provides a 20-year planning tool to ensure reliable delivery of high quality drinking water to Wilsonville citizens and businesses.

TIMELINE:

- Planning Commission Hearing: February 14, 2018
- City Council Hearing: Noticed for March 05, 2018 to be continued to April 16, 2018
- City Council: April 16, 2018-First Reading of Ordinance
- City Council: May 7, 2018 – Second Reading of Ordinance
- Effective Date: 30 Days after Second Reading

CURRENT YEAR BUDGET IMPACTS:

Consulting Services and staff overhead for the 2017 MPU are budgeted under CIP #1122.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/30/2018

Capital projects outlined in the Water Treatment Plant Master Plan Update will be included in the City's five-year Capital Improvement Program, which is part of each annual budget cycle.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/10/2018

I agree with the recommendation for a continuation. Due to a change in staffing, new staff members are now working with the consultants to ensure all issues are addressed with respect to the current plant operations and the additional complication of the expansion of the intake facilities that will serve the Wilsonville Plant and the new TVWD/Hillsboro Plant.

COMMUNITY INVOLVEMENT PROCESS:

A web page and virtual open house have been set up at www.ci.wilsonville.or.us/WTPMPupdate where the entire document can be viewed, and public comment and questions can be submitted.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

A reliable source of properly treated domestic water is essential to the well-being of the community.

ALTERNATIVES:

To not adopt the master plan at this time.

CITY MANAGER COMMENT:

N/A.

ATTACHMENTS:

Exhibit 1 – 2012 Wilsonville Water System Master Plan, Chapter 2, Demand Forecasts

A. Attachment A - 2017 Master Plan Update - Final March 2018 Executive Summary

B. Ordinance No. 815

1. Exhibit 1 – Planning Commission Resolution LP18-1002, staff report, and record – can be accessed at this link:

<https://www.ci.wilsonville.or.us/DocumentCenter/View/13114>

2. Exhibit 2 – Willamette River Water Treatment Master Plan Update 2017 – can be

accessed at this link: <https://files.carollo.com/message/AXBna1dOIFAJMZPP5ycIp6>



2.0 DEMAND FORECASTS

This chapter evaluates the existing and future water system demands for residential and nonresidential uses. Water loss and irrigation demands are also summarized.

2.1 METHODOLOGY

Demand forecasts were developed using a combination of current water demands for existing residential and nonresidential users, population and household data, employment and commercial/industrial acreage, anticipated residential and nonresidential growth rates within the defined study area, and estimated per capita demand rates for different user groups.

A review of different methodologies and available data was conducted to determine the best approach to estimate existing and future demands. The data revealed that the 2002 Water Master Plan overestimated a peak day demand for 2010 at more than twice the actual (measured) peak day demand. These previous estimates were made prior to the completion of the water treatment plant and without the benefit of several years of operational data. Keller Associates worked closely with City staff to review actual operational data and develop future demand estimates that reflect historical demand growth but still provide a modest amount of conservatism. In determining existing and future demands, the following methodology was used:

1. Historical system demands for 2005-2009 were used to define the existing average day and peak day water usage for the system.
2. Recent SCADA data was reviewed to develop a 24-hour demand pattern for summer and winter periods. This information was used to estimate the peak hour demand.
3. Where possible, the water meter data were spatially allocated to the distribution system using the City's billing data and geographic information system (GIS). Approximately 85% of current demand could be linked to specific locations. The remaining 15% was distributed to developed parcels based on existing land use and acreage.
4. Existing demands per household and estimated residential units per gross acre were used to project future residential demands.
5. Existing per acre demands for commercial/industrial areas were used to project future nonresidential demands.

2.2 EXISTING DATA REVIEW AND ANALYSIS

Study area acreage, land use (zoning), population, and water usage data were analyzed to determine existing conditions and establish the methodology for

generating demand forecasts. This section summarizes the data, analysis, and background associated with the water demand forecast methodology.

2.2.1 Study Area and Land Use

The study area was developed with input from City planning staff, and is illustrated in Figure 2 (Appendix A). The study area is consistent with the WV Comprehensive Plan and includes the area within the existing Urban Growth Boundary (UGB) and those portions of Clackamas County and Washington County Urban Reserve Areas (URAs) that are anticipated to be incorporated into Wilsonville. These urban reserve areas include Area 6 and Area 7 identified in the 20-Year Look prepared in 2008. The study area is also intended to coincide with the ongoing Transportation System Plan update.

Existing land use is illustrated in Figure 2-2. For those areas not yet developed, anticipated future land use was provided by City planning staff and is illustrated in Figure 2-3. (All figures referenced in this report can be found in Appendix A.)

2.2.2 Population and Household Data

Three sources of historical population data were reviewed as part of this study. These include US Census Bureau data, Portland State University (PSU) certified population estimates, and estimates developed from City of Wilsonville building permit information. The census data is believed to be the most accurate source of population data, but is only available for 10-year increments. PSU provides certified population estimates annually. However, the original PSU estimate for 2010 was 7.5% lower than the year 2010 census estimate. In 2011, after publication of the 2010 census data, PSU revised their 2010 population estimate to be in line with the 2010 census. The discrepancy between the original and revised estimates could be explained in part by the number of people per household assumed in the population estimates and the inclusion or exclusion of unoccupied units. According to census data, the number of people per household actually increased from 2.35 people per *occupied* household in 2000 to 2.48 people per *occupied* household in 2010, contrary to general planning assumptions which predict declining numbers of people per household.

Table 2.1 summarizes historical growth rates and the corresponding compounded 10-year average annual growth rates for 1980 - 2010. Even with the recession conditions that started in 2008, the City of Wilsonville averaged an approximate 3.4% annual population growth rate from 2000 to 2010.

Table 2.2 summarizes the growth data in terms of households for both Federal census data and for Wilsonville Planning Department data.

TABLE 2.1 – Historical Population Summary

Year	Census		PSU Certified Estimates ¹		Wilsonville Planning Department ²	
	Population	Growth Rate ³	Population	Growth Rate	Population	Growth Rate
1980	2,950					
1990	7,106	9.2%	7,225		9,030	
2000	13,991	7.0%	14,365	7.1%	14,772	5.0%
2010	19,509	3.4%	19,525 ⁴	3.1%	18,020	2.0%

1. PSU certified estimates reflect estimated July populations, whereas census data reflects April population.

2. Estimates from building data and an estimated population of 2.15 people per household.

3. Growth rates are calculated average annual growth rates.

4. Adjusted by PSU in 2011. Original estimate (before census) was 18,095.

TABLE 2.2 – Historical Household Summary

Year	Census ¹	Wilsonville Planning Department ³		
		SFDU ²	Multi-Family	Total
1990	3,327	2,172	2,028	4,200
2000	6,407	3,316	3,555	6,871
2010	8,487	3,745	4,846	8,591
2000-2010 Annual Growth	2.9%	1.2%	3.7%	2.3%

1. Total housing units includes occupied and vacant housing units.

2. SFDU = single family dwelling unit.

3. Multi-family includes apartments, condominiums, and duplexes. Mobile home units are included in SFDU.

In projecting future residential growth and associated water demand, historical populations were reviewed along with population projections developed as part of the 2002 Water Master Plan, 2004 Water Management and Conservation Plan, the 2006 Transit Master Plan, the 2007 Parks Master Plan, the 2008 20-Year Look, and the 2009 Transportation Plan. These previous estimates assumed annual residential growth rates between 2.42% and 3.15%. Four of the documents use approximately 2.9% as the annual growth rate.

According to the census data, the number of households increased from 6,407 to 8,487 between 2000 and 2010. This corresponds to an average annual growth rate of approximately 2.9% for households. This lower growth rate in households reflects the change in household density (2.34 and 2.48 people per household reported in 2000 and 2010, respectively). Both the 2000 and 2010 household densities based on census data were higher than the 2.15 people per household used by Wilsonville Planning Department. It should also be noted that the estimated vacancy rate from the census data remained relatively consistent at 7.3% and 7.4% reported in 2000 and 2010, respectively.

Since the demands per household are based on actual meter readings, they are felt to be a better basis for future demands than the demand per capita (i.e. person). Assumed household densities were therefore not considered to influence future demand projections. For planning purposes for this study, City staff indicated that **a 2.9% annual residential growth rate should be used for both population and the number of households, corresponding to a 2.9% annual growth rate in residential water demand.** This assumption implies that the household density will continue to be approximately 2.48 people per household.

The build-out population for the study area was calculated to be about 52,400 (21,129 households) using anticipated land use, estimated dwelling units per gross acre, and estimated people per household. Based on these assumptions and the projected growth rate, build-out of the residential areas could occur by the year 2045.

In distributing the new growth in households, Keller Associates used planned dwelling units for those developments that have already completed preliminary or final planning efforts. These include Villebois (approximately 1630 undeveloped units as of December 2009), Frog Pond (estimated 1000 dwelling units from 20-Year Look), and Brenchley Estates (estimated 763 dwelling units). For those future residential areas that currently do not have dwelling unit estimates, the following assumptions were made:

- Undeveloped property zoned for single family dwelling units will average 7 units per gross acre.
- Undeveloped property zoned for multi-family dwelling units will average 20 units per gross acre.
- Where land use does not differentiate between single family and multi-family, it is assumed that 50% of the area will be multi-family and 50% will be single family residential. This produces a composite average of 13.5 units per gross acre.

These assumptions are consistent with historical data and the expectations of City planning staff.

2.2.3 Nonresidential Growth

In the 2002 Water Master Plan, nonresidential use was assumed to have an annual growth rate that varied from 15% for the first 5 years, followed by 7.5% for the next 10 years, then 1% for the final 5 years. However, the actual growth rate from 2000 to 2010 (in terms of the number of water accounts) has been approximately 1.8%, which is lower than the residential growth rate. Additionally, the total nonresidential water usage in Wilsonville has steadily declined over the last five years, despite an increasing number of accounts. While there are significant differences in the number of existing employees reported, the Comprehensive Plan (2010), the previous Transportation System Plan (2009), the Economic Opportunity Analysis (2008), and the 20-Year Look (2008) all show the number of employees essentially doubling over a 20-year period. A doubling in employees equates to an average annual employment

growth rate of about 3.5%, which is slightly higher than the anticipated residential population growth rates assumed in the respective planning documents.

Previous water demand planning efforts looked at water usage per employee and utilized the traffic analysis zone (TAZ) and employment growth concepts developed by Metro in transportation planning efforts as the basis for predicting and distributing existing and future nonresidential water demands. By linking individual meter demands to parcels, Keller Associates was able to utilize land use data and quantify current nonresidential demands per developed acre. This allowed us to quantify per acre demands for Wilsonville land uses – something that the City has not been able to do in the past. Furthermore, these per acre demands include irrigation usage, which is often independent of the number of employees. For these reasons, the calculated per acre demands were felt to be more representative of actual baseline conditions than a corresponding demand per employee. Metro estimates of employee growth were therefore not used, and a per acre demand basis was assumed for future nonresidential development.

For this planning study, an annual **average annual growth rate of 3.5%** will be applied to nonresidential development. Based on the anticipated growth rate, build-out of the nonresidential areas could occur by year 2036. This growth in demand could occur from development of land or from existing developed land. Because of the preponderance of warehouse-type facilities, existing demands per acre are comparatively low to typical published values for industrial areas. In evaluating build-out demands for industrial properties, Keller Associates assumed that existing per acre demands would increase by 25 percent for build-out conditions in all industrially-zoned areas. This was done to allow for increased (e.g. higher density) use and/or redevelopment of existing commercial/industrial parcels, and to better account for a potential reversal of some of the recessionary declines in water usage experienced since 2006. The estimated demands per industrial and commercial acre are presented in section 2.4.2 of this report.

Supplementing assumed nonresidential demand, the City also identified a few site-specific water demand forecasts. Specifically, an increase in the Coffee Creek Correction Facility prison population of 650 inmates was assumed (from the current count 1,500 inmates to a future count 2,150 inmates), as were three future large water users (two 0.25 mgd users and one 0.5 mgd user), plus three future public schools.

2.2.4 Water Production Data and Existing Demand Summary

Daily production data was reviewed for the period from 2005 to 2010 to establish annual average, seasonal, and maximum day demand patterns. This data is summarized in Table 2.3. The annual average flow remained relatively constant from 2006-2009 despite an increasing number of water users. Maximum day water demands also peaked in 2008 at 6.6 mgd. All demands (average, peak, etc.) in 2010 were below the previous 5 years, primarily due to current economic conditions. Therefore, 2010 was not considered to be representative of normal usage conditions, and the 2005-2009 average was used to represent current (2010) baseline conditions.

TABLE 2.3 – Finished Water Production Summary

	2005	2006	2007	2008	2009	2010	5-Year Avg. (2005-2009)
Yearly Average, mgd	2.81	3.10	3.16	3.13	3.07	2.82	3.05
Minimum Month, mgd	1.85	1.92	2.24	2.12	2.10	2.06	2.05
Maximum Month, mgd	5.22	5.38	5.29	5.48	5.27	5.18	5.33
Maximum Day, mgd	6.08	6.34	6.51	6.60	6.45	5.87	6.40
Peak Hour, mgd	10.34	10.78	11.07	11.22	10.96	9.97	10.87

For comparison purposes, Table 2.4 shows the water production data on a per capita basis. Existing baseline system demands are summarized in Table 2.5 and were calculated by multiplying the 2010 population by the 2005-2009 average per capita demand.

TABLE 2.4 – Finished Water Production Summary (gpcd)*

	2005	2006	2007	2008	2009	2010	5-Year Avg. (2005-2009)
Population**	17,753	18,156	18,715	19,290	19,376	19,525	18,658
Yearly Average	158	171	169	162	158	145	164
Minimum Month	104	106	120	110	108	106	110
Maximum Month	294	297	282	284	272	266	286
Maximum Day	343	349	348	342	333	300	343
Peak Hour	582	594	591	582	566	511	583

* gallons per capita per day.

** Certified PSU population for 2005-2009 were adjusted upward approximately 7.5% to reflect the difference between the original 2010 PSU certified estimate (previous to adjusting to reflect 2010 Census data) and the 2010 Census data.

TABLE 2.5 – 2010 Baseline System Demands

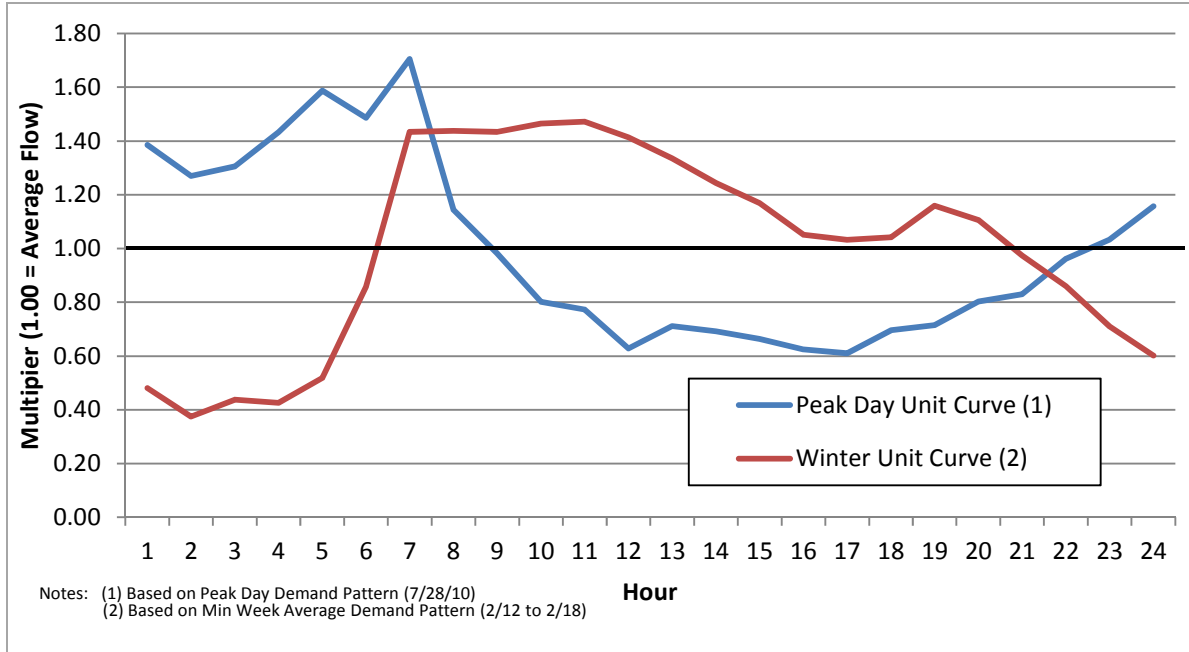
	Per Capita Demand* (gpcd)	System Demand (mgd)
Yearly Average	164	3.20
Minimum Month	110	2.15
Maximum Month	286	5.58
Maximum Day	343	6.70
Peak Hour	583	11.4

*Per capita demands are shown for reference and include nonresidential uses.

2.2.5 SCADA Data and Existing Peak Hour Demands

Peak hour demands were estimated based on demand patterns developed from 24-hour supervisory control and data acquisition (SCADA) data provided by the City. Chart 2.1 illustrates the water usage patterns for the system during the winter and summer periods. For the summer period, the high water usage during the night-time and early morning hours reflect irrigation usage within the city. A peak hour demand equivalent to approximately 1.7 times the corresponding average daily flow is anticipated around 7:00 a.m. during the summer months.

CHART 2.1 - Water Usage Pattern



2.2.6 Water Meter Data and Water Usage per User Category

Water consumption data for various categories of residential and nonresidential users were reviewed, summarized, and evaluated. This data is required reporting data for municipal water management and conservation plans submitted to the Oregon Department of Water Resources, and is used internally to look at major water use trends. Chart 2.2 shows the annual water usage for each user category. The decline in total water system consumption can largely be attributed to significant declines in commercial and industrial water usage, which peaked in 2006 and has declined by 30% since then. The total residential demand has held relatively steady between 2005 and 2010, despite the increasing number of residential users. This is believed to be a result of a combination of factors, including individual water conservation measures, higher water rates, low water use fixtures (low flush toilets, high efficient washers, etc.), and enhanced water awareness.

CHART 2.2 – Annual Water Usage by User Category

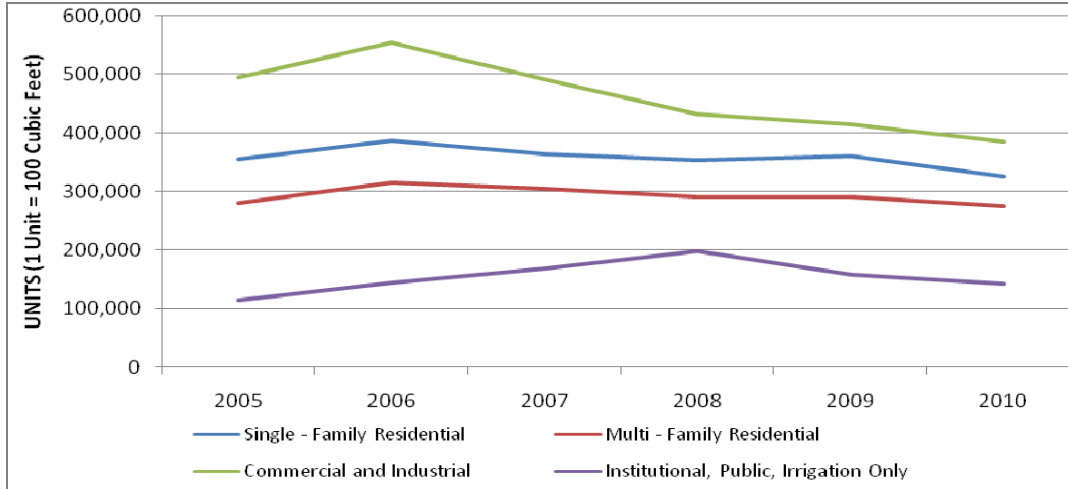
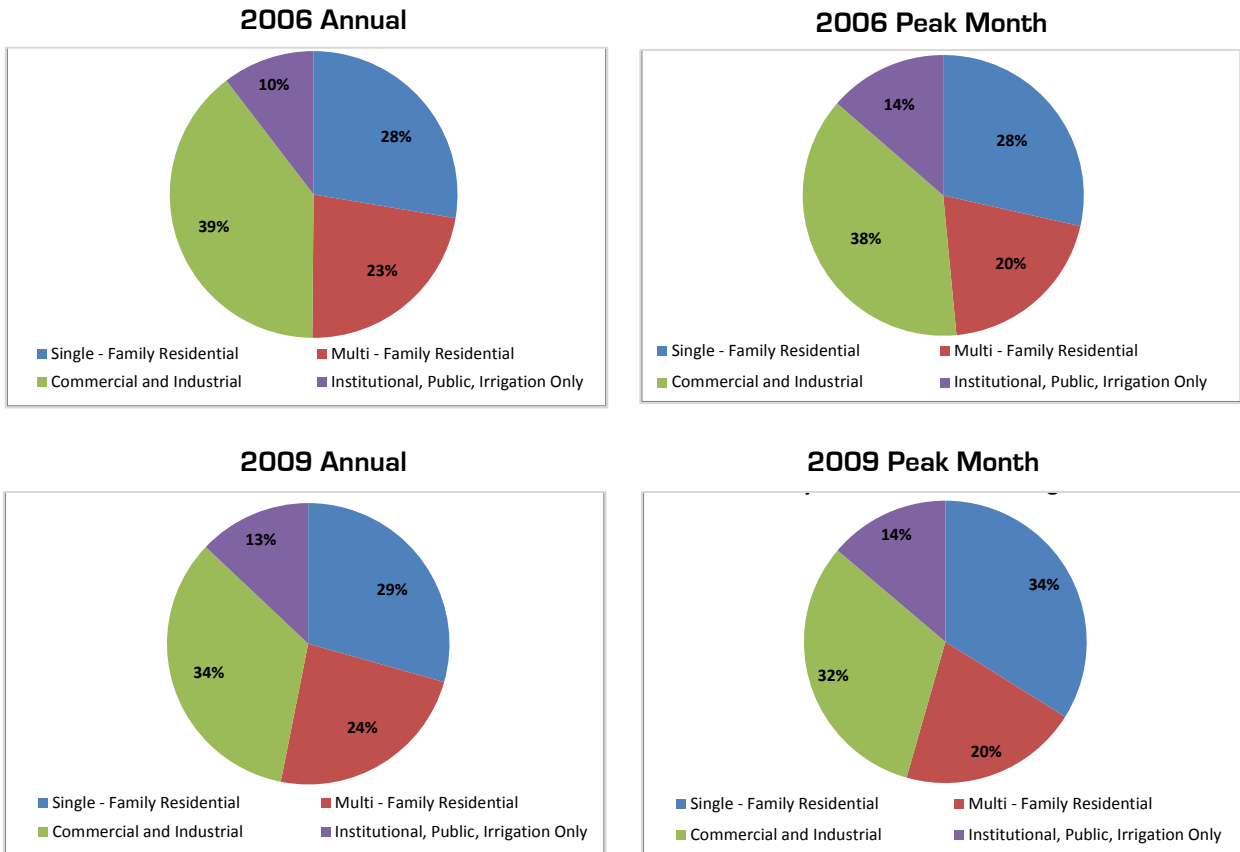


Chart 2.3 illustrates the water usage by user category on an annual and peak month basis. In 2009, water usage for single family dwelling units (blue) makes up 34% of the peak month water usage, as opposed to 29% of the annual water usage. This illustrates that single family dwelling units likely use more irrigation water than other types of water users as a percentage of total water usage.

CHART 2.3 – Annual & Peak Month Water Usage by Category (2006 & 2009)



2.2.7 Water Meter Data and Irrigation Demands

The City of Wilsonville requires separate meters and charges different rates for major irrigation users; however, determining an accurate estimate of total irrigation demand in the city remains difficult. While the City billing system has approximately 380 “irrigation” accounts, these irrigation accounts do not represent all of the total irrigation demand, and in some cases, irrigation accounts reported in the billing software include potable water uses that are fully consumptive (e.g. water bottling plant). This is because water metered through a regular meter is used as the flow basis for sewer billings, while water metered through an irrigation meter is not. Additionally, many accounts, particularly single-family residential properties, are provided both irrigation and potable water through a single meter. This creates calculation difficulties in estimating total irrigation demand.

In reviewing the irrigation account and total demand data from Wilsonville billing database, Keller Associates believes irrigation demands for Wilsonville are best estimated by comparing total water system demand during the winter months to those during the irrigation season. The 2005-2009 average winter-time (January, February, and December months) water system demands are approximately 2.076 mgd. Table 2.6 compares the winter average demands to average monthly system demands for March through November. Based on these comparisons, irrigation is estimated to account for approximately one-third of the total annual water usage and 60% of the demand during the months of July and August (though the percentages are highly variable from month to month).

TABLE 2.6 – Irrigation Water Usage

Period	2005-2009 Average (mgd)	Estimated Irrigation Usage (mgd)	% Irrigation Usage	“Irrigation Only” Accounts (mgd)
January	2.084	0	0%	0.007
February	2.060	0	0%	0.018
March	2.132	0.056	3%	0.027
April	2.187	0.111	5%	0.066
May	2.988	0.913	31%	0.274
June	3.912	1.836	47%	1.140
July	5.157	3.081	60%	1.738
August	5.226	3.151	60%	1.723
September	4.064	1.988	49%	1.362
October	2.520	0.444	18%	0.520
November	2.108	0.033	2%	0.057
December	2.084	0	0%	0.025
Winter*	2.076	0	0%	0.017
Average	3.044	0.968	32%	0.580

*Includes January, February, and December

Keller Associates recommends that the City continue efforts to track and quantify irrigation usage within the system. Future water conservation measures may have an impact on irrigation usage, which in turn could affect

utility revenues. User rate structures can also be used to influence water usage patterns. For future demand forecasts, irrigation usage has been built into the demand estimates. The irrigation usage per residential unit was assumed to remain constant over time.

2.3 UNACCOUNTED FOR WATER

All water systems experience some water loss. Unaccounted for water is defined as the difference between water produced and water delivered to the customer, corrected for any unmetered uses such as hydrant flushing, fire fighting, street cleaning, etc. If water loss exceeds 10%, then Oregon Administrative Rules (OAR Division 86) require that the water supplier implement a leak detection program. These rules require that the program be regularly scheduled and systematic, address distribution and transmission facilities, and utilize methods and technologies appropriate to the supplier's size and capabilities. Tracking water loss and developing a leak detection and repair program is required by, and is addressed in more detail in a Water Management and Conservation Plan (WMCP). Wilsonville has, and maintains a leak detection and repair program consistent with their WMCP. This has involved performing leak detection evaluations of 25% of their system annually, regular meter testing and upgrades of the City's larger meters, and repairing leaks as they are encountered. The City also tracks unaccounted-for-water on an ongoing monthly basis.

Unaccounted for water (water loss) for Wilsonville is summarized in Table 2.7. The data indicates unaccounted for water increased substantially beginning in 2007, and presently accounts for approximately 180 MG (17.5%) of the total water produced. This is substantially higher than the 10% standard set forth in OAR Division 86.

TABLE 2.7 – Water Production vs. Loss [MG]

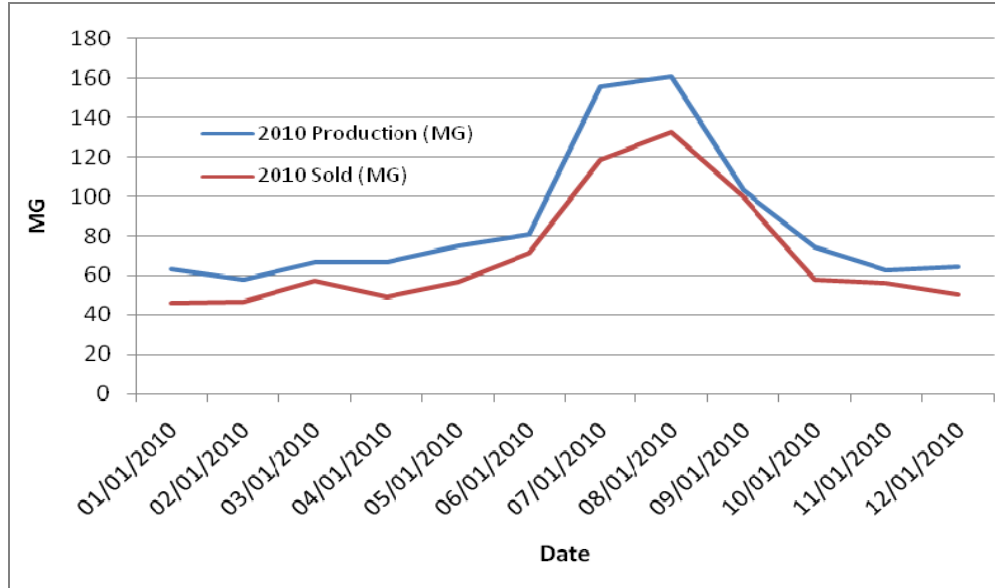
	2005	2006	2007	2008	2009	2010
Produced	1,016	1,130	1,153	1,143	1,120	1,030
Sold*	938	1,060	1,000	961	919	846
Other Uses**	3.5	3.5	3.5	3.5	4.1	3.4
Unaccounted	74	67	150	179	197	181
% Unaccounted	7.3%	5.9%	13.0%	15.7%	17.6%	17.5%

* Includes bulk water sales

** Includes estimated water usage for flushing, sampling, chlorine injection pump operation, street sweeper, and combination line cleaner

Chart 2.4 compares the water sold to that produced and delivered to the water system on a month-by-month basis in 2010. Similar figures were developed for 2006-2009. A significant amount of unaccounted for water appears to occur throughout the year indicating that unaccounted for water is not tied to unmetered irrigation use. During periods of low demand, water loss may make up a larger percentage (although not a large volume) of the total water produced. Keller Associates recommends that the City track volumetric losses. Trending 12-month moving averages will provide the City a better indicator of whether water loss reduction efforts are improving conditions; however, some conclusions can be drawn from the current data.

CHART 2.4 – Water Loss by Month for 2010



The City regularly tracks their water usage and takes active efforts to identify and minimize unaccounted for water. City staff recognize the complexities and challenges of this task and is currently focusing their efforts on understanding and reducing the unaccounted for water. Potential sources of unaccounted for water in the Wilsonville system and their potential for occurrence include the following:

<u>Source</u>	<u>Potential</u>
• Unmetered water users	Low
• Water theft	Low
• Leaky pipes, valves, hydrants, services	Moderate
• Older individual water meters	Moderate
• Meter inaccuracies	High

Unmetered Water Users

The City has gone to great lengths to meter all users, including City-owned facilities. City staff were not aware of any unmetered services within the City when the planning effort began. However, through the process of troubleshooting discrepancies in finished water meter production data, City staff discovered that utility water and onsite irrigation at the water treatment plant was not being accounted for. In March of 2012, water plant staff took physical readings over a week period to approximate utility water usage and potable water usage (excluding irrigation). According to their calculations, the water plant operators could account for approximately 7 million gallons of unaccounted for water annually. A portion of the landscape irrigation would be in addition to this and has not yet been quantified. Keller Associates recommends that all routine water usage be metered and accounted for each month.

Another unmetered source of water usage could result from unmetered private fire lines. According to City staff, most of the older large campuses like Nike, Joes,

Xerox, Ore-Pac, etc. have private fire loops that are not metered. Flushing of their lines is not metered. While it may not be cost-effective to meter these lines, the City should consider requiring these lines to be leak tested every four years similar to other City pipelines.

Water Theft

Water theft could result from contractors or other water users illegally taking water from the City's system. This could occur at fire hydrants or from illicit connections to the City's mainlines. Water theft from hydrants would likely be observed by City staff if it amounted to significant amounts of water. The probability that water theft accounts for a significant portion of the water loss is believed to be low.

Leaky Pipes, Valves, Hydrants, Services

Water loss is often attributed to older, leaky pipes. The City of Wilsonville has taken a proactive approach to detecting and eliminating water system leaks. Leak detection studies are completed annually, and identified leaks are typically fixed soon thereafter.

In investigating unaccounted for water, the City should also be aware that there is a realistic lower limit of water loss that is generally not cost-effective to go below. Keller Associates used the AWWA water audit method for calculating unavoidable annual real losses at approximately 50 million gallons per year, which represents about 5% water loss for 2010. The City of Wilsonville should consider this as a reference value representing the attainable technical low limit of leakage.

Meter Inaccuracies

Meter accuracy, particularly for large meters, is often responsible for the largest percentage of unaccounted for water. The City has taken a proactive approach to improve meter accuracy. According to City staff, all individual flow meters 3-inches in size and larger have been tested, calibrated, and repaired within the past few years.

However, further data review brought into question the accuracy of the finish water meter at the water treatment plant, the large meters at the three distribution system turnouts, and the accuracy of previous water loss calculations. Some history on the finish water meter is summarized as follows:

- According to plant records, the finish water meter was reading 8% low prior to September 2006 and some meter adjustments were made. This may explain why the water loss appears to have jumped in 2007.
- Sometime after the adjustments were made in 2006, operations staff observed that the raw water flow values measured slightly less than the finished water flow. After several efforts to understand this difference, no further adjustments were made to either flow meter.
- Keller Associates compared plant finish water meter readings to the totalized flow entering the Wilsonville distribution system as recorded by the flow meters at the two active delivery points (Wilsonville and Kinsman turnouts)

during this period. The 2010 peak week and minimum weekly flows were compared. The finish flow meter recorded values that were higher than the total recorded at the two delivery points by 6% and 4% for the low flow and high flow periods, respectively. A subsequent analysis of December 2011 data (post additional meter calibration completed in the fall of 2011) shows that the finish water meter was still about 6% higher than flow recorded at the turnouts. Onsite utility water usage is believed to account for less than 1%, and the unmetered portion of the irrigation usage has not yet been quantified.

- Keller Associates initially reviewed one week of SCADA data in an effort to compare the metered flow to the calculated flow based on a change in volume. This analysis suggested that the meter readings were actually about 2.5% low. However, it was also recognized that this value varied from 1% low to 3.8% low for different days, suggesting that there may be sources of error that are not accounted for. A subsequent analysis of December 2011 data shows that the finish water meter was reading between 2.4% and 3.0% higher than measured volumes calculated using clear well depths.
- Based on the data available, it appears that the finish water meter is likely reading about 3% higher than it should. Keller Associates recommends that the City continue to scrutinize water meter data as part of ongoing water balance / water loss calculations.

In September 2011, City staff discovered that one of the meters for a large school had failed sometime in 2008. A review of the monthly meter readings for this account suggests that meter readings for most of 2008 were not accurate. A value of zero was recorded for every month since September 2008. Based on water consumed from this single account in 2007, it is estimated that close to 8.6 million gallons of water were not accounted for in 2009 and 2010. *Adjusting Table 2.6 to reflect this water usage, account for 7 MG utility water usage at the water plant, and to reflect a 3% error in the finish water meter readings would result in an estimated % unaccounted for water of about 13% for 2009-2010.* This illustrates the importance of tracking changes in water usage for large users and regularly testing large water meters.

In summary, Keller Associates believes that the actual water losses are likely less than calculated (primarily as a result of meter accuracies), but may still exceed the 10 percent standard. The City has been proactive in their water loss reduction program, and Keller Associates recommends that the City continue to take measures to identify and remove sources of water loss. Annual leak detection studies, water meter testing and replacements, and ongoing water loss audits should continue.

If these efforts do not produce the desired results, Keller Associates recommends that the City partition off portions of the City and compare metered water usage to that delivered for various regions within the City. For many regions, this may be accomplished with little capital investment. For example, a new water meter is recommended to measure the water going into the Charbonneau District. Comparing monthly water meter readings from this master meter to the total water usage from all the individual meters within the District would allow the City to quantify the water loss for this area and compare the water loss for this area to the system as a whole. Similarly, by closing valves at strategic locations, the City could

use existing turnouts to supply certain regions of the City. Care should be made to notify the fire authority so that valves could be opened in the event of a fire.

For future demand forecasts, Keller Associates has assumed that the water loss reduction programs will continue, and water loss will only grow in proportion to the increase in water system demands.

2.4 WATER DEMAND FORECAST

Consistent with the methodology presented earlier, separate water demand forecasts were prepared for residential and nonresidential users, and for supplemental supply to the City of Sherwood. These are detailed in the subsections below.

2.4.1 Residential Demand Forecast

The average annual residential demand (including single family and multi-family users) for 2005-2010 has consistently made up 50-53% of the total system demand. Table 2.8 summarizes the estimated demands for single family and multi-family residential dwelling units. The number of single family dwelling units was estimated from 2010 meter account data. Because many multi-family users, such as large apartment complexes, are metered as single accounts, the total multi-family units was estimated by subtracting the number of single family accounts from the 2010 Census data showing 8487 households. The estimated number of multi-family households is consistent with estimates prepared by the Wilsonville staff during the first quarter of 2010.

For reference, Table 2.8 also lists current residential demands per unit compared to the previous planning document (2002 Water Master Plan). Daily average demands have not changed much from previous estimates. However, water usage data shows that the estimated maximum day water usage for this study is considerably lower than previous assumptions.

TABLE 2.8 – Residential Demands per Dwelling Unit (gallons/day)

	Single Family	Multi-Family
Number of Units	3756	4731
Average Daily Demand		
Current Planning Document	247	162
Compare to 2002 WMP	251	161
Maximum Day Demand		
Current Planning Document	606	283
Compare to 2002 WMP	866	375

In estimating future demands, single family and multi-family dwelling units were both assumed to grow at a rate of 2.9% until build-out of their respective parts of the study area.

2.4.2 Nonresidential Growth Forecast

Water system demands were summarized by land use for commercial and industrial areas after linking the water system demands (including all irrigation accounts) to parcels in Wilsonville. Table 2.9 summarizes the results. Maximum day demands were approximated based on system peaking factors (Maximum Day is approximately 120% of the Maximum Month demand). Demands also reflect the 2005-2009 average industrial/commercial usage.

TABLE 2.9 – Commercial / Industrial Demands per Acre

Parameter	Commercial	Industrial
Developed Area (acres)	300	830
January Demand (gpm/acre)	0.59	0.28
Maximum Month Demand (gpm/acre)	2.3	0.46
Maximum Day Demand (gpm/acre)	3.3	0.84

It should be noted that the industrial values are relatively low compared to other communities, which generally have industrial demands exceeding commercial demands on a per acre basis. The relatively low industrial demand per acre likely reflects the preponderance of distribution warehouse type uses encountered in Wilsonville. For build-out, industrial demands were increased by an additional 25 percent to reflect redevelopment, additional infill, and higher water users within existing structures.

Additionally, at the direction of City Engineering staff, three large future industries were also included in future water usage projections. These include a 0.5 mgd industrial user in the first five years, a 0.25 mgd industrial user by year 10, and another 0.25 mgd industrial user by year 15.

2.4.3 Sherwood Water Demands

In addition to supplying the existing water demands for the City of Wilsonville, the existing treatment plant and Wilsonville transmission and system will provide a guaranteed potable water supply to the City of Sherwood. This demand is anticipated to grow from a contractually specified peak of 2.5 mgd in 2011-2012 to a peak of 5.0 mgd by 2015. Sherwood demand is expected to vary by month and season; however, for modeling purposes, the daily demand was assumed to be constant, so no peak hour or peak day adjustment factors are applied to Sherwood demands. The 5.0 mgd demand is also assumed to eventually increase to 20.0 mgd at build-out.

2.4.4 Summary of Demand Forecast

Table 2.10 summarizes the future demands for residential and nonresidential users, future industry, and the City of Sherwood.

TABLE 2.10 – Future Water System Demands

Scenario	2010	2015	2020	2025	2030	Build-out*
Population	19,525	22,525	25,986	29,979	34,585	52,400
Households	7,873	9,083	10,478	12,088	13,946	21,129
Residential (increase of 2.9% per year)						
Average, mgd	1.70	1.96	2.26	2.60	3.00	4.21
Minimum Month, mgd	1.14	1.31	1.52	1.75	2.02	2.83
Maximum Month, mgd	3.01	3.48	4.01	4.63	5.34	7.48
Peak Day, mgd	3.62	4.17	4.82	5.56	6.41	8.74
Peak Hour, mgd	6.16	7.10	8.19	9.45	10.9	14.86
Nonresidential (increase of 3.5% per year)						
Average, mgd	1.50	1.79	2.12	2.52	2.99	3.09
Minimum Month, mgd	1.01	1.20	1.43	1.69	2.01	2.08
Maximum Month, mgd	2.57	3.05	3.62	4.30	5.11	5.27
Peak Day, mgd	3.08	3.66	4.35	5.16	6.13	6.35
Peak Hour, mgd	5.24	6.23	7.40	8.79	10.4	10.80
Other Miscellaneous						
3 Future Large Industries	0.00	0.50	0.75	1.00	1.00	1.00
Sherwood	0.00	5.00	5.00	10.0	10.0	20.0
Total System						
Average, mgd	3.20	9.24	10.1	16.1	17.0	28.3
Minimum Month, mgd	2.15	8.01	8.69	14.4	15.0	25.9
Maximum Month, mgd	5.58	12.0	13.4	19.9	21.4	33.8
Peak Day, mgd	6.70	13.3	14.9	21.7	22.5	36.1
Peak Hour, mgd	11.4	18.8	21.3	29.2	32.3	46.7

* Residential demands reflect larger proportion of multi-family households at build-out, with historically lower usage than single family households



Willamette River Water Treatment Plant MASTER PLAN UPDATE 2017

Project No. 1122



FINAL | March 2018





City of Wilsonville
Willamette River Water Treatment Plant

2017 MASTER PLAN UPDATE



EXPIRES: 06/30/19



EXPIRES: 12/31/19

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Abbreviations

%	percent
#	number
@	at
2015 MPU	2015 WRWTP Master Plan Update
AACE	American Association of Cost Engineers
ACFM	actual cubic feet per minute Ag silver
Al	aluminum
ASCE	American Society of Civil Engineers
ASR	aquifer storage and recovery
B	boron
BRP	Blue Ribbon Panel
C	Celsius
CaCO ₃	calcium carbonate
Caisson	Raw Water Intake Pump Station Caisson
CECs	contaminants of emerging concern
CF	cubic foot/feet
Cr+6	hexavalent chromium
CFD	computational fluid dynamic
CFM	cubic feet per minute
CIP	capital improvement plan
City	City of Wilsonville
COW	cost of work
CT	contact time
DCR	demand to capacity ratio
DBP	disinfection by-product
EBCT	empty bed contact time
EBMUD	East Bay Municipal Utility District
ENR	Engineering News Record
EPA	Environmental Protection Agency
ESA	Endangered Species Act
EWEB	Eugene Water and Electric Board
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FFA	future forced air cooled rating
fps	feet per second
ft	foot/feet GAC granular activated carbon

gpd	gallons per day
gpm	gallons per minute
gpm/sf	gallons per minute per square-foot
HAB	harmful algal bloom
HP	horse power
HR	hour(s)
HRT	hydraulic retention time
IBC	International Building Code
in	inches
IOC	inorganic contaminant
JWC	Joint Water Commission
KV	kilovolt
lb	pound(s)
LCR	Lead and Copper Rule
LOS	level of service
LOTWTP	Lake Oswego-Tigard Water Treatment Partnership
LOX	liquid oxygen
M.M.	Modified Mercalli Scale
MCC	motor control center
MCL	maximum contaminant level
MG	million gallon(s)
mg/L	milligrams per liter
mgd	million gallons per day
min	minute(s)
mL	milliliter
\$MM	million dollars
mm	millimeter
Mn	manganese
MPN	most probable number
MPU	Master Plan Update
MS	main switchgear
MWh	megawatt hours
NAVD	North American Vertical Datum
NCOD	National Contaminant Occurrence Database
nm	nanometers
NMFS	National Marine Fisheries Service
NPV	net present value

NTU	Nephelometric turbidity units
OA	oil-cooled rating
OAR	Oregon Administrative Rule
ODFW	Oregon Department of Fish and Wildlife
OHA	Oregon Health Authority
ORP	Oregon Resilience Plan
ORS	Oregon Revised Statutes
OPCC	opinion-of-probable construction-cost
OSSAC	Oregon Seismic Safety Advisory Committee
OSSC	State of Oregon Structural Specialty and Fire and Life Safety Code
OWUC	Oregon Water Utility Council
PGE	Portland General Electric
PNW	Pacific Northwest
PPCPs	pharmaceuticals and personal care products
ppd	pounds per day
PRSE	post-regional seismic event
PWB	Portland Water Bureau
RM	Richter scale magnitude
RWF	Raw Water Facility
s ⁻¹	per second
SCADA	supervisory control and data acquisition
SCM	streaming current monitor
SDC	system development charge
SDWA	Safe Drinking Water Act
SF	square feet
SOC	synthetic organic contaminant
TDH	total dynamic head
TDS	total dissolved solids
the Act	Oregon Drinking Water Quality Act
TOC	total organic carbon
TON	threshold odor number
TVWD	Tualatin Valley Water District
UBC	Uniform Building Code
UCM	Unregulated Contaminant Monitoring
UCMR	Unregulated Contaminant Monitoring Rule
USGS	United States Geological Survey
UV	ultraviolet

V	volt
V	vanadium
VFD	variable frequency drive
VOC	volatile organic compound
WRWTP	Willamette River Water Treatment Plant
WWSA	Willamette River Water Supply Agency
WWSP	Willamette Water Supply Program
Zn	zinc
µg/L	micrograms per liter
µm	micrometer

EXECUTIVE SUMMARY

ES.1 Introduction

The 2017 Willamette River Water Treatment Plant Master Plan Update (2017 MPU) for the Cities of Wilsonville and Sherwood defines the strategy to meet future demands, boost supply resiliency and reliability, and support responsible growth.

Commissioned in 2002, the Willamette River Water Treatment Plant (WRWTP) has a treatment capacity of 15 million gallons per day (mgd). Of this capacity, Wilsonville owns 10 mgd, and the Tualatin Valley Water District (TVWD) initially owned 5 mgd. The District invested in the plant's construction, oversizing many of its facilities to enable expansion for its own future water needs.

The existing property along the Willamette River in Wilsonville is irregularly shaped, creating two semi-contiguous parcels called the Lower Site and the Upper Site. During original design, the Lower Site, home to the existing treatment plant, would allow for an expansion of up to 60 mgd. The Upper Site was identified for future development in the *Willamette River Water Treatment Plant Master Plan* (MWH, 2006), which demonstrated enough space for at least 100 mgd additional capacity. Combined, both sites have a 160 mgd potential total capacity.

Since the 2006 Master Plan was published, several actions occurred that affect both construction and operational planning for expanding the WRWTP:

- In 2012, the TVWD sold its 5 mgd of plant capacity to the City of Sherwood.
- In 2013, the TVWD and the City of Hillsboro named the mid-Willamette supply alternative as their preferred supplemental supply, which laid the foundation for the Willamette Water Supply Program (WWSP).
- In 2014, the city of Wilsonville led a coalition of utilities that petitioned the Oregon Health Authority (OHA) for the right to recognize the disinfection benefits from intermediate ozonation.
- In 2015, the City and WWSP stakeholders updated the WRWTP Master Plan (MWH, 2006) in the 2015 MPU (Carollo, 2016) to outline how the existing plant could be expanded to meet future demand.
- As of 2017, the WRWTP is expected to supply Wilsonville and Sherwood exclusively. However, the oversized river intake and raw water pumping station will be expanded to supply raw water to both the WRWTP and the proposed WWSP treatment facilities.

The 2017 MPU updates the 2015 WRWTP MPU and addresses these changes. The 2017 MPU has the following key objectives.

1. To define the steps for expanding the existing WRWTP infrastructure to maximize the return on previous investments.
2. To optimize process selection and layout to meet capacity and water quality goals at the expanded WRWTP.
3. To strategize near- and long-term plant expansion for a 20-year planning horizon and cash-flow to guide future financial planning.
4. To ensure that WWSP-related facilities, including raw water pumping, surge protection, and standby power infrastructure, do not impact operation or prevent the Cities of Wilsonville and Sherwood from meeting their ultimate build-out demands for the existing WRWTP on the current site.

ES.2 Plant Expansion and Level of Service Goals

ES.2.1 Demand Projections

Two water agencies will continue using the expanded WRWTP as their primary source of drinking water supply: the City of Wilsonville and the City of Sherwood.

Figure 2.1 presents the two cities' respective projected annual peak daily demands through 2050 as well as the combined ultimate build-out demand projection for 2050. It also shows a phased expansion strategy, which is detailed in the following subsections. The demand projection was published in the Wilsonville Water Master System Plan, adopted September 2012, and is based on the following assumptions:

- Annual residential growth of 2.9%.
- Annual non-residential growth of 3.5%.
- Industrial demand of increase 0.25 mgd every five years to a total of 1 mgd by 2025.
- City of Sherwood demand to increase from 5 mgd to approximately 10 mgd by 2025.

Figure ES.1 presents the two cities' respective projected annual peak daily demands through 2050 as well as the combined ultimate build-out demand projection for 2050.

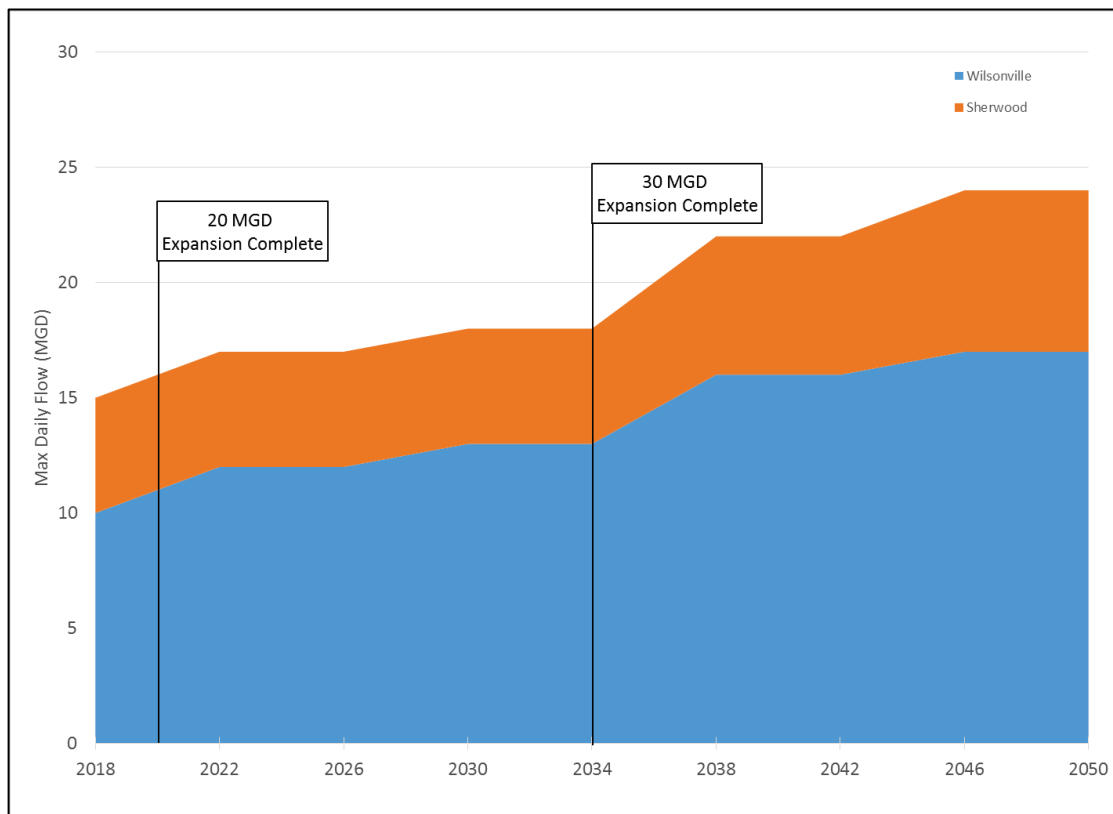


Figure ES.1 WRWTP Capacity Projections and Recommended Expansion Phasing

ES.2.2 Level of Service Goals

Level of service (LOS) goals were used to plan the preliminary site and estimate its construction and operations costs.

Municipal utilities in the United States and elsewhere commonly use LOS goals to evaluate systems and operations. LOS goals can be defined in terms of the customer's experience of utility service and/or technical standards based on professional expertise of utility staff.

LOS goals can guide investments in maintenance, repair, and replacement. For new assets, they can be used to set design criteria and prioritize needs. Using a structured decision-making process that incorporates LOS goals helps a utility reach desired service objectives and minimize life-cycle costs.

The LOS goals address only the facilities required to operate the expanded WRWTP and do not apply to City infrastructure outside of the WTP fence line. The goals were first developed with participants of the 2015 MPU during a project workshop and adopted by the participants' governing bodies. These LOS goals, which were revisited and re-confirmed during a 2017 MPU workshop, are shown in Table ES.1.

Table ES.1 **Cities of Wilsonville and Sherwood Treatment LOS Goals**

LOS Goal	Regional Event (Seismic)	Local Event (Non-Seismic)
"Following a W catastrophic event ...	2,500 year	Per occurrence
...within X days/weeks of the event...	48 hours	14 days
...deliver Y % of average day demand...	50% of nameplate capacity	100% of nameplate capacity
...with Z water quality."	Potable (at minimum regulatory requirement)	Potable (at plant's intended treatment processes and procedures)

As stated in Table ES.1, 48 hours after a 2,500-year regional (seismic) event, 50 percent of the nameplate treatment plant production capacity will be available, with potable water quality that meets minimum regulatory requirements. Within 14 days of a local (non-seismic) event, 100 percent of the nameplate production capacity will be available with potable water quality at the plant's intended treatment processes and procedures.

The costs for achieving these LOS goals were developed and confirmed to fall within the cities' affordability and risk tolerances. We recommend these LOS goals continue to guide the WRWTP planning efforts.

ES.2.3 Net Present Value

The 2015 MPU included a net present value (NPV) evaluation of three potential treatment alternatives for the WRWTP (which would also be design criteria for the WWSP treatment plant).

The alternatives evaluated in Chapter 6 and Appendices I and J were the following:

- **Alternative A – Baseline Procedures:** The existing plant infrastructure would be maintained as-is, with additional capacity being gained by adding new concrete treatment basins and associated supporting mechanical equipment. This is the most conservative option but also had highest capital and operating costs.
- **Alternative B – OHA Modified Procedures:** Moderately increasing the treatment rate of select processes to realize available operational efficiencies and reduce the number or size of the process trains/basins compared to Alternative A. This the recommended option that utilized existing treatment steps with modified operational procedures to

achieve higher capacities in a smaller footprint while still meeting the existing WRWTP treated water quality goals.

- **Alternative C – OHA Compliance:** Aggressive increase in treatment rates compared to Alternative B and requires modifying the existing WRWTP treated water goals. This was the most aggressive with the lowest capital and operating costs. However, this alternative was not considered viable since it had the lowest potential to respond to future regulatory changes and would require changes to water treatment goals.

An NPV was developed as part of the 2015 MPU to determine the potential financial benefits of each alternative on a 36-year term with 4% interest rate. A version of the 2015 MPU NPV calculation (modified for 20-year and limited to the WRWTP expansions) is included in Appendix A. The relative cost differences for potential treatment alternatives are listed in Table ES.2. For a full list of the NPV criteria and assumptions, refer to Chapter 6 and Appendices I and J in the 2015 MPU.

Table ES.2 20-Year NPV for WRWTP Potential Treatment Alternatives

	Alternative A Baseline Procedures	Alternative B Modified Procedures	Alternative C OHA Compliance
NPV ⁽¹⁾	\$88,400,000	\$81,200,000	\$76,700,000
Cost Comparison (\$)			
Alternative A	--	\$(7,200,000)	\$(11,700,000)
Alternative B	\$7,200,000	--	\$(4,500,000)
Alternative C	\$11,700,000	\$4,500,000	--
Cost Comparison (%)			
Alternative A	--	-9%	-15%
Alternative B	8%	--	-6%
Alternative C	13%	6%	--

Notes:

(1) NPV amounts rounded up to the nearest \$100,000.

ES.3 Existing Facilities and Operational Performance

When the 2006 WRWTP Master Plan was completed approximately four years after plant start-up, the City of Wilsonville was the only consumer of WRWTP finished water. In mid-2012, the City of Sherwood started using finished water from the WRWTP as its primary supply. To meet the demands of both cities, the plant went from operating on a daily start/stop basis for 8 to 16 hours per day depending on demand to operating 24 hours per day, year-round. Since the hours of operation impact plant operations and the expanded plant will continue to operate continuously, the plant performance data evaluated for this Master Plan Update was limited to 2012 through 2014, as included in the 2015 MPU. No additional plant performance data was analyzed as part of this 2017 MPU.

The 2015 MPU review of plant performance data demonstrates exceptional operational performance for turbidity removal, disinfection levels, total organic carbon (TOC) removal, and low disinfection by-product (DBP) formation. The extremely narrow range between the 5 and 95 percentile value for key water quality parameters such as turbidity, pH, and chlorine residual is a testament to the plant's robust design and its operators' attention to continuous optimal performance.

ES.4 Historical Raw and Finished Water Quality

Raw water quality data from May 2006 through 2014 was collected, reviewed, and compared to the data in the 2006 Master Plan and 2015 MPU. The trace-level contaminants detected in the raw water have not been detected in the finished water and were therefore assumed to be removed through the treatment processes.

The historical finished water quality data confirms that the plant consistently surpasses existing finished water regulatory requirements. The high-quality source water and robust treatment process result in excellent finished water quality delivered to customers. With only minor modifications, the current treatment processes are expected to continue to meet future regulatory requirements.

ES.5 Existing Infrastructure

The 2017 MPU offers additional electrical, seismic, and life-safety assessment for the WRWTP.

ES.5.1 Hydraulic Assessment

A hydraulic model of the WRWTP was developed in Carollo's Hydraulix® software to compare water surface elevations in the treatment train at 15 mgd and 20 mgd to determine the feasibility of an interim expansion using the existing WRWTP infrastructure. The model also includes 10 percent internal recycle flow through the Actiflo®, Ozonation, and filter systems. Results of the hydraulics assessment included:

- Increasing the maximum flow of each Actiflo® basin from 7.5 to 10 mgd raised the water level elevation by approximately 0.5 feet (ft), but head losses in the system will not increase substantially.
- Increasing the maximum flow rate of each ozone basin from 7.5 to 10 mgd resulted in head loss increase of less than 1 inch.
- Increasing the maximum filtration rate of each deep-bed filter from 7.5 gallons per minute per square-foot (gpm/sf) to 10 gpm/sf reduced the head available for solids collection by approximately 1.5 ft. This decrease in solids accumulation capacity is not expected to impact plant operations since the filter backwash is conducted based on schedule rather than solids accumulation.

ES.5.2 Equipment Assessment

An assessment of the existing plant facilities was included to determine how equipment replacement would be included in the 20-year planning horizon. This evaluation was used to identify likely equipment replacement periods in order to ensure continued successful operation. The equipment assessment was performed using Veolia's equipment database management system and operations staff input. This was then compared to the planned capacity expansions to identify when service life expiration would coincide with capacity increases requiring equipment upgrades. Equipment with a service life expiration that did not coincide with a capacity expansion were identified for replacement (either "in-kind" or upgraded) during an interim project.

ES.5.3 Electrical Supply and Distribution

To meet the 2020 site capacity of nominally 20 mgd, the plant's electrical supply and distribution system will need significant upgrades. Preliminary engineering for the capacity expansion will require detailed analysis of electrical supply alternatives, including backup power requirements.

Improving the "backbone" of electrical and standby power is recommended as part of the 20 mgd expansion project.

ES.5.4 Seismic Evaluation

The preliminary structural analysis identified both structural and non-structural vulnerabilities that may affect plant performance in a regional catastrophic seismic event. This 2017 MPU includes seismic retrofits as a CIP project to minimize infrastructure downtime and ensure plant performance after a catastrophic event.

ES.5.5 Life-Safety Evaluation

The preliminary life-safety analysis identified issues about building code compliance and structural improvements. This 2017 MPU includes life safety repairs as a CIP project to support continued safe plant operations.

ES.5.6 Transient Surge Analysis

A transient analysis was performed on the finished water pumping and delivery system to confirm the findings of *Hydraulic Transient Analysis – City of Wilsonville* (MWH, 2011). This analysis confirmed that a hydropneumatic tank is recommended when the demand approaches 15 mgd. A 1,500 cubic-foot (CF) surge tank is recommended for the current installation to enhance near-term surge protection and eliminate the need for additional construction during the 20 and 30 mgd capacity expansions. Note that the surge tank project is being pursued as a separate construction project outside of the 2017 MPU and therefore is not included in the CIP.

ES.6 WRWTP Expansion

Projected demand was submitted by the cities of Wilsonville and Sherwood based on each city's planning studies. To meet the cities' combined day demand of 30 mgd by 2036 as shown in Figure ES.1, this 2017 MPU recommends the following expansion and phasing:

- Preliminary design of the near-term expansion will likely begin in 2018 to bring WRWTP capacity from 15 mgd to 20 mgd by 2020.
- Total raw water intake capacity for both WRWTP and WWSP will be between 80 mgd and 84 mgd by 2026.
- Preliminary design of the 30 mgd expansion will likely begin in 2032 to bring the nameplate capacity of the WRWTP from 20 mgd to 30 mgd by 2034.
- Capacity expansion projects should be completed two years before the capacity is needed to allow flexibility. The 20 mgd capacity expansion will be completed in 2020 and the 30 mgd capacity expansion in 2034.

ES.6.1 20-MGD Expansion CIP

As outlined in the 2015 MPU, rather than constructing additional basins, the existing treatment processes will be uprated for the 20 mgd WRWTP expansion. For the primary treatment processes, the uprating will include the following.

- Increasing the Actiflo® flow rate from 7.5 mgd per basin to 10 mgd per basin.
- Increasing the ozonation basin flow rate from 7.5 mgd per basin to 10 mgd per basin. This will decrease the ozone contact time from 15 to 11 minutes, which still allows sufficient contact time for 1-log *Cryptosporidium* inactivation, provided increased levels of ozone can be dosed in the contactor.

- Increasing the filtration rate to a nominal rate of 5.7 gpm/sf and a maximum rate of 7.5 gpm/sf when one filter is off-line, and to a nominal rate of 7.5 gpm/sf and a maximum rate of 10 gpm/sf when one basin is offline. This increased filtration rate will require approval from OHA prior to increasing plant capacity. To support OHA approval, a full-scale pilot study should be conducted in which the filtration rate is gradually increased and water quality is closely monitored.
- Upgrade the existing electrical equipment to ensure that service is not interrupted by electrical fault. The following upgrades are recommended:
 - Replace switchgear with 15-KV metering switchgear and 5 KV transformer, which should be sufficient to power the WRWTP through 60 MGD.
 - Replace emergency generator with a 2-MW generator wired directly to the 15-KV metering switchgear. This will allow all plant equipment run on the emergency generator.
 - Rewire plant to connect all finished water pumps to the 5-V transformer/switchgear. This will leave sufficient capacity on the remaining transformers to power the rest of the plant.

Figure ES.2 depicts the site layout following completion of the 20-mgd capacity expansion.

ES.6.2 30-MGD Expansion CIP

The following two alternatives were considered for the 30 mgd expansion.

1. Install one additional process train: One Actiflo® basin, one ozone basin, and two filters.
2. Install two additional treatment process trains: Two Actiflo® basins, two ozone basins, and four filters.

Both alternatives would need to meet the LOS goal after a regional seismic event. However, Alternative 1 would have limited treatment rates during equipment maintenance. For example, during filter backwash, the maximum filtration rate of 12 gpm/sf would limit finished water production to 8 mgd. Conversely, the capital and operating costs required for Alternative 2 make it undesirable because it raises rates for Wilsonville and Sherwood residents. Therefore, we recommend that the WRWTP construct Alternative 1 and identify an additional water supply to meet the LOS goal after a regional seismic event.

Using Alternative 1, the 30 mgd expansion requires the following major construction projects:

- One Actiflo® basin.
- One ozonation basin.
- Two filters.
- One 35-foot diameter gravity thickener.

Figure ES.3 depicts the site layout for the 30-mgd capacity expansion. As recommended in the 2015 MPU, space dedicated for future AOP processes (such as UV treatment) improves the ability of the expanded WRWTP to treat constituents of emerging concern.

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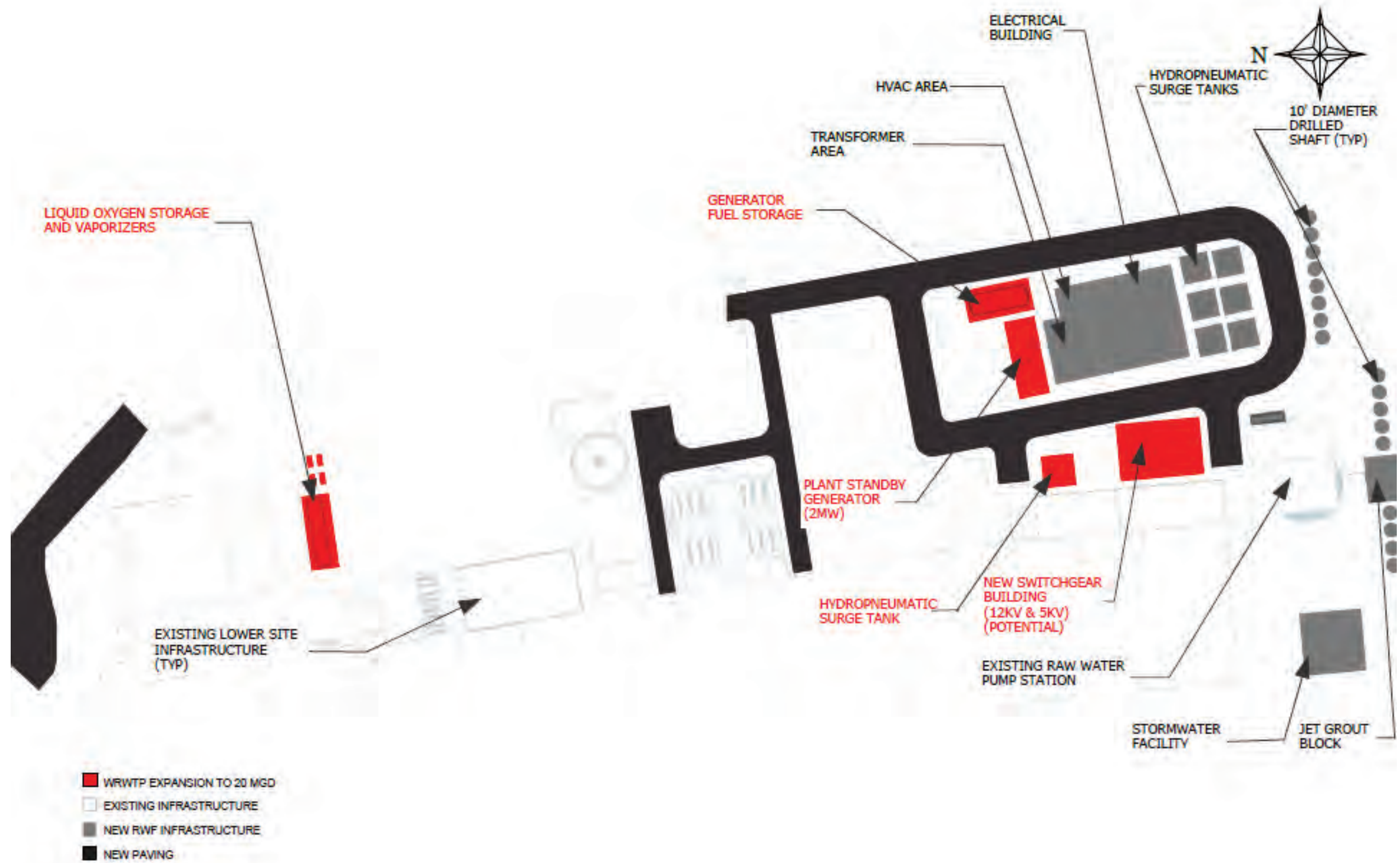


Figure ES.2 Site Plan – 20-MGD Capacity Expansion

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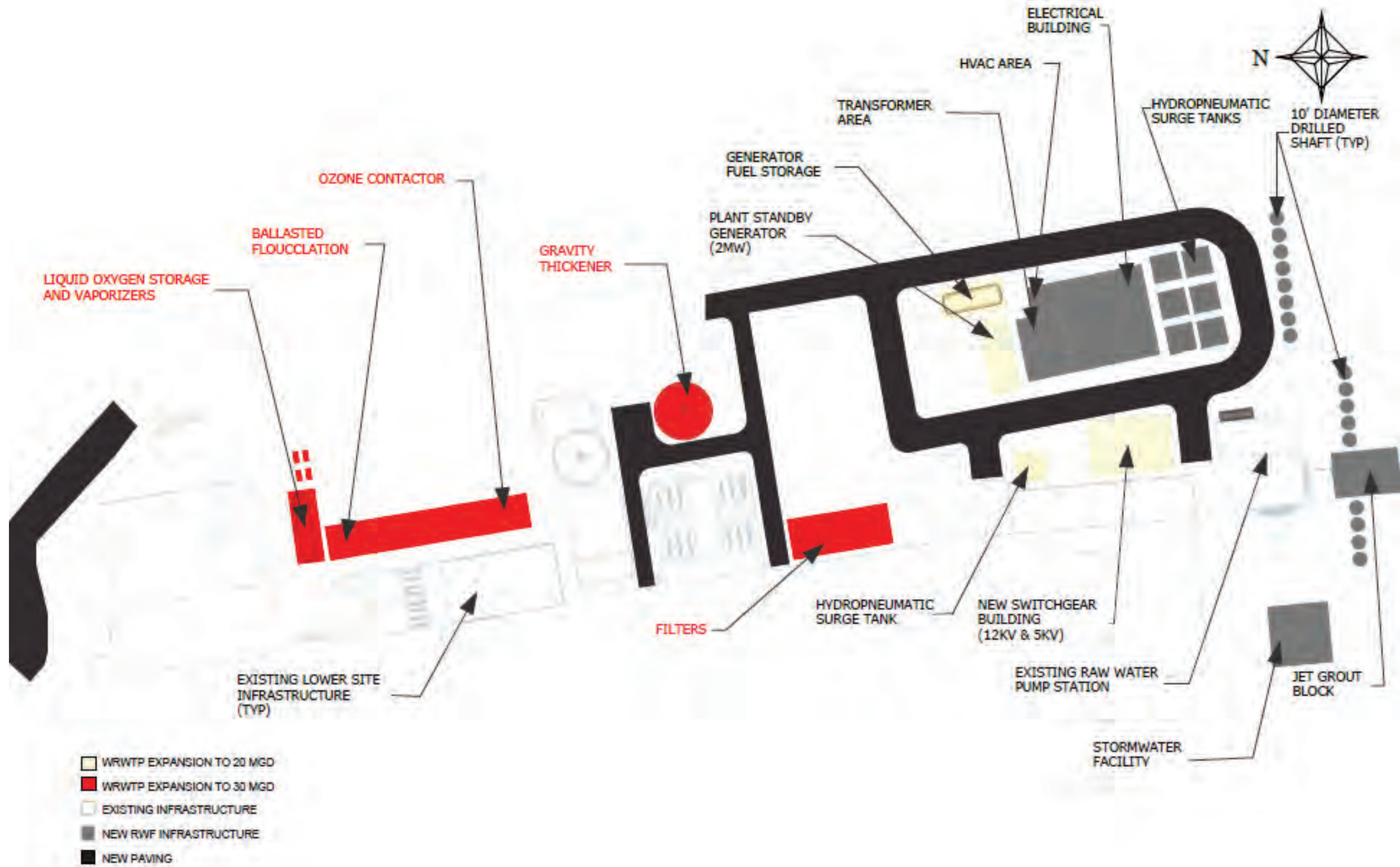


Figure ES.3 Site Plan – 30-MGD Capacity Expansion

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ES.6.3 Repair and Replacement CIP

In addition to the seismic and life-safety CIP, the WRWTP requires ongoing maintenance/repair and replacement (R&R) of its existing infrastructure to meet service goals. This 2017 MPU summarizes repair and replacement projects for the next 20 years.

ES.7 CIP Approach and Schedule

The existing WRWTP must be expanded to 20 mgd by 2020 and to 30 mgd by 2034.

Table ES.3 breaks down the capital costs for the two expansions and related repair and replace projects, electrical equipment upgrades, life safety repairs, and seismic retrofits necessary to maintain plant operation. Table ES.4 details repair and replace projects by year and dollar amount. Table ES.6 details the stakeholder financial responsibility and fee structure for each CIP project.

The CIP cost estimates are classified as American Association of Cost Engineers (AACE) Class 4 or Class 5 estimates. The Class 4 estimates have an expected level of accuracy of +50% to -30%. The Class 5 estimates have an expected level of accuracy of +100% to -50%. Figures ES.4 and ES.5 depict the near term and total CIP costs, respectively, as broken down by project.

Table ES.3 Estimated CIP Costs (2017 Dollars)

Project	Cost ⁽¹⁾	% City of Wilsonville	% City of Sherwood	% Water Operations	% SDCs
20 mgd Expansion	\$15,730,000	66.7	33.3	37	63
30 mgd Expansion	\$38,650,000	67.7	32.2	2	98
Life Safety Repairs	\$630,000	66.7	33.3	100	--
Seismic Retrofits	\$1,170,000	66.7	33.3	100	--
Operations - Repair and Replace	\$17,740,000	66.7	33.3	84	16

Notes:

(1) Includes 15% design fee and 10% administrative cost.

(2) All costs are rounded up to nearest \$10,000.

Table ES.4 Operations – Repair and Replace Estimated CIP Cost (2017 Dollars)

Repair and Replace Year	Cost ⁽¹⁾	% Water Operations	% SDCs
2019	\$1,360,000	100	--
2020	\$1,450,000	100	--
2021	\$20,000	100	--
2022	\$3,110,000	44	56
2023	\$20,000	100	--
2024	\$20,000	100	--
2025	\$20,000	100	--
2026	\$20,000	100	--
2027	\$4,740,000	100	--
2028	\$20,000	100	--
2029	\$20,000	100	--
2030	\$20,000	100	--
2031	\$20,000	100	--
2032	\$2,260,000	100	--
2033	\$20,000	100	--
2034	\$20,000	100	--
2035	\$20,000	100	--
2036	\$3,090,000	73	27

Notes:

(1) Includes 10% administrative cost.

To meet growing water demand from Wilsonville and Sherwood, the existing WRWTP will first be expanded to a capacity of 20 mgd, followed by an expansion to 30 mgd near the end of this planning horizon. Table ES.5 summarizes a preliminary and final design and construction schedule.

Table ES.5 WRWTP Expansion Design and Construction Schedule

Project	Approx. Service Year	Duration (Months)			Start Date
		Design	Construction	Float	
20 MGD Capacity Expansion	2020	12	18	6	2018
Life Safety Repairs	2022	6	6	3	2020
Seismic Retrofits	2022	6	6	3	2020
30 MGD Capacity Expansion	2036	12	24	6	2033
Operations – Repair and Replace					
Year 1	2019	0	6	6	2018
Year 2	2020	0	6	6	2019
Year 3	2021	0	6	6	2020

Table ES.5 WRWTP Expansion Design and Construction Schedule (Continued)

Project	Approx. Service Year	Duration (Months)			Start Date
		Design	Construction	Float	
Year 4	2022	0	6	6	2021
Year 5	2023	0	6	6	2022
Year 6	2024	0	6	6	2023
Year 7	2025	0	6	6	2024
Year 8	2026	0	6	6	2025
Year 9	2027	0	6	6	2026
Year 10	2028	0	6	6	2027
Year 11	2029	0	6	6	2028
Year 12	2030	0	6	6	2029
Year 13	2031	0	6	6	2030
Year 14	2032	0	6	6	2031
Year 15	2033	0	6	6	2032
Year 16	2034	0	6	6	2033
Year 17	2035	0	6	6	2034
Year 18	2036	0	6	6	2035

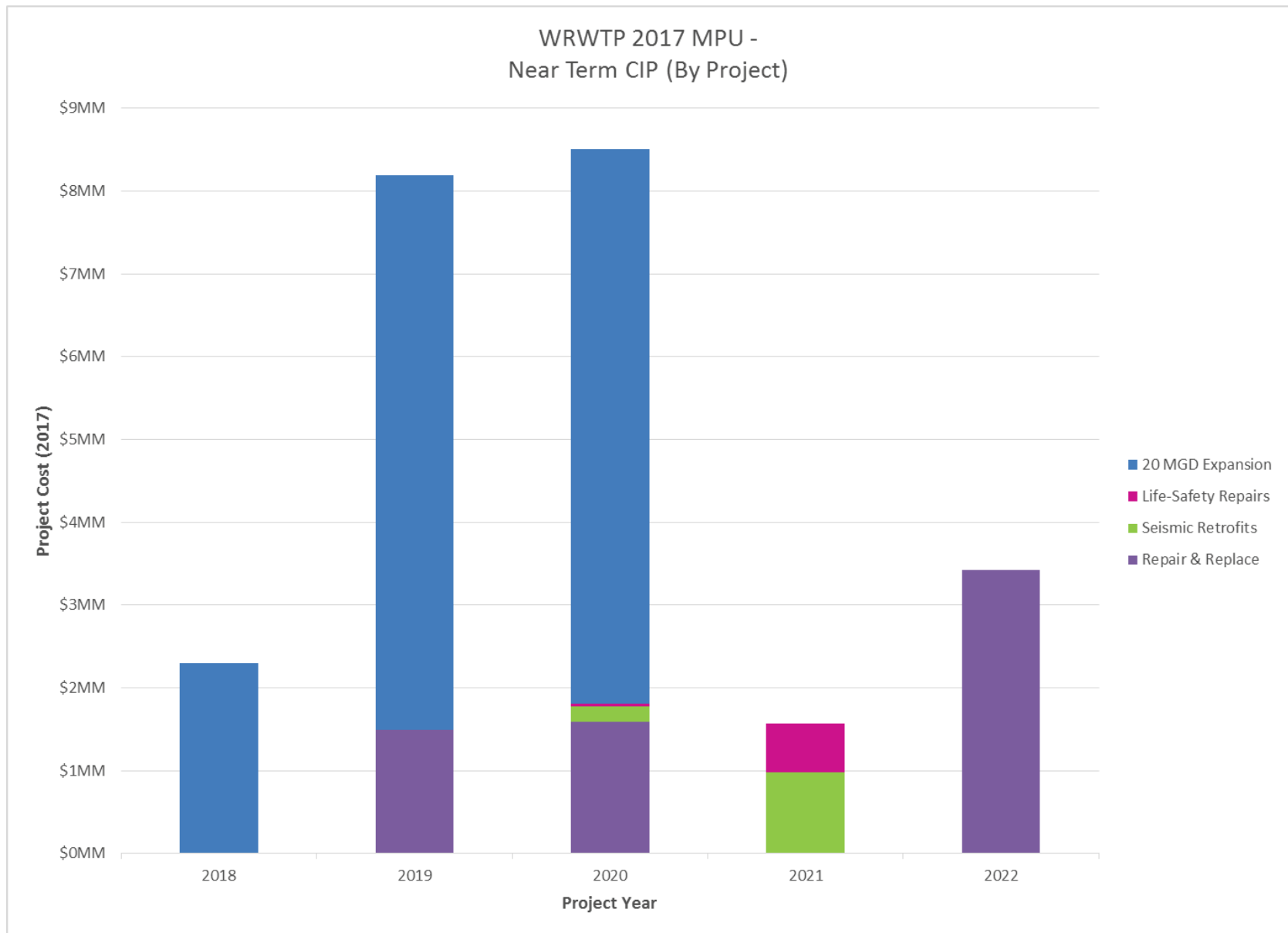


Figure ES.4 RWTP Near-Term CIP Costs by Project (2017 Dollars)

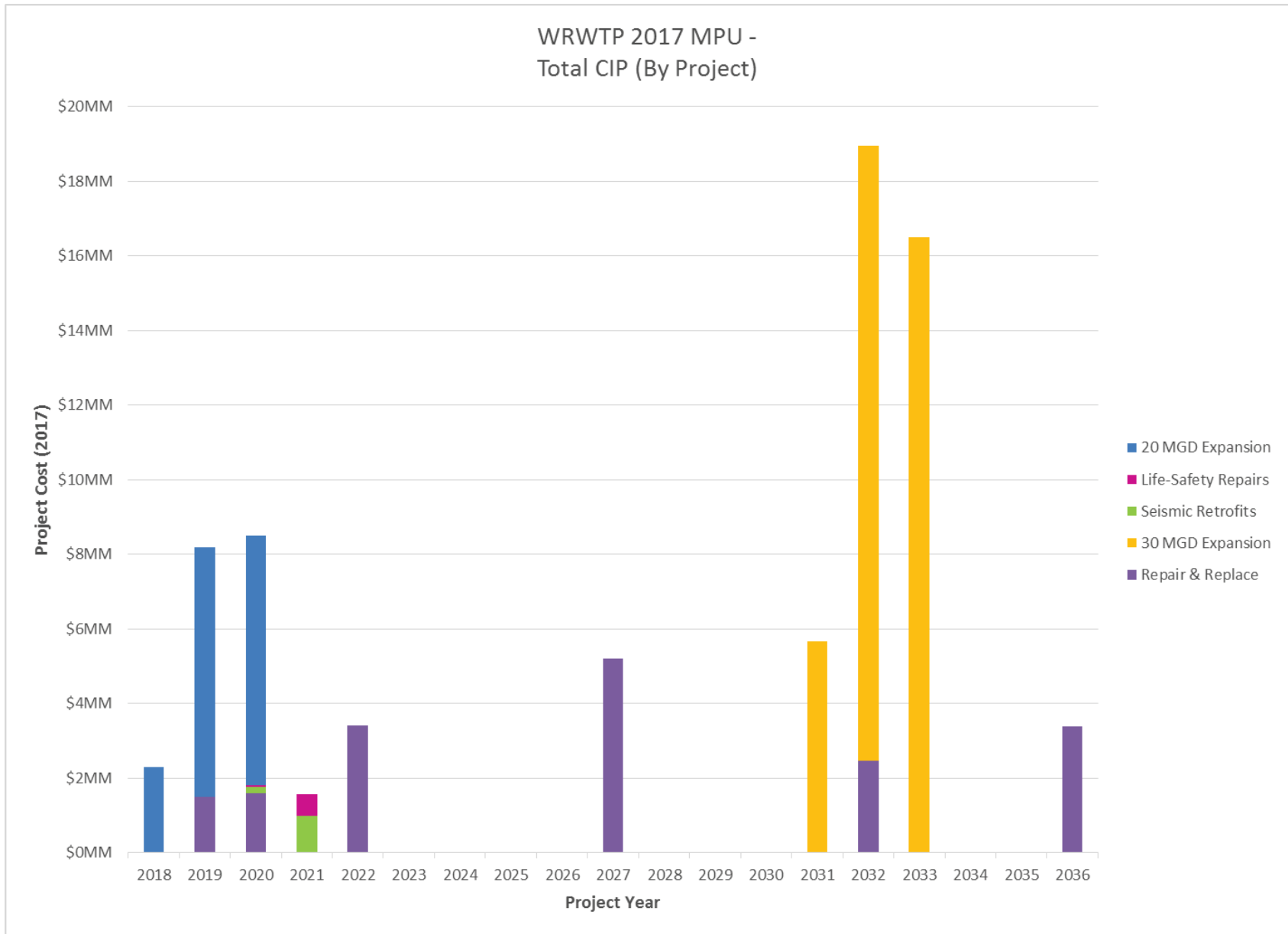


Figure ES.5 WRWTP Total CIP Costs by Project (2017 Dollars)

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ORDINANCE NO. 815

AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING THE 2017 WATER TREATMENT PLANT MASTER PLAN UPDATE AS A SUB-ELEMENT OF THE CITY'S COMPREHENSIVE PLAN AND THE CAPITAL IMPROVEMENT PROJECT LIST FOR THE WATER TREATMENT PLANT.

WHEREAS, ORS 197.175 requires cities to prepare, adopt, and implement Comprehensive Plans consistent with statewide planning goals adopted by the Land Conservation and Development Commission; and

WHEREAS, ORS 197.712(2)(c) requires cities to develop and adopt a public facilities plan for areas with the Urban Growth Boundary containing a population greater than 2,500 people, including rough cost estimates for projects needed to provide sewer, water, and transportation uses contemplated in the Comprehensive Plan and Land Use Regulations; and

WHEREAS, the 2017 Water Treatment Plan Master Plan Update (2017 MPU) is needed to account for growth and plan for future development; and

WHEREAS, the newly formed Willamette Intake Facilities Commission will begin sharing Wilsonville's Willamette River Treatment Plant intake facility, once expansion of that intake facility is permitted and completed; and

WHEREAS, the 2017 MPU documents:

- Existing and future water demand, and the expected future Level of Service;
- Existing treatment technologies and associated operational performance in terms of water quality and regulatory compliance;
- The condition and reliability of the existing plant infrastructure with particular focus on life safety deficiencies, surge protection and seismic resiliency;
- Recommended short-term and long-term capital improvement plan needed to ensure continued reliability of the treatment plant as the plant capacity increases from the current 15 million gallons per day (mgd) to 30 mgd in year 2035 and beyond; and

- The cost estimates and recommended schedules for the design and construction of the recommended capital improvements.

WHEREAS, the 2017 MPU was prepared with the following key objectives:

- Define the steps for expanding the existing treatment plant infrastructure to maximize the return on previous investments;
- Optimize process selection and layout to meet capacity and water quality goals at the expanded treatment plant;
- Strategize near-term and long-term plant expansion for a 20-year planning horizon and cash-flow to guide future financial planning; and
- Ensure that Willamette Water Supply-related facilities, including raw water pumping, surge protection, and standby power infrastructure, do not prevent the cities of Wilsonville and Sherwood from meeting their ultimate build-out demands for the existing treatment plant on the current site; and

WHEREAS, in preparing the 2017 MPU, the City has sought to carry out federal, state, and regional mandates, provide for alternative improvement solutions to minimize public and private expense, avoid the creation of nuisances, and maintain the public's health; and

WHEREAS, the City sponsored a website and conducted work sessions with the Planning Commission and City Council to solicit citizen input addressing Statewide Planning Goal #1 – Citizen Involvement; and

WHEREAS, following the timely mailing and publication of the required Ballot Measure 56 notice, the Wilsonville Planning Commission conducted a public hearing on February 14, 2018 and adopted Resolution LP18-1002 recommending approval of the 2017 MPU to the City Council; and

WHEREAS, after providing due public notice as required by City Code and Oregon Law, a public hearing was held before the City Council on April 16, 2019, at which time the City Council considered the recommendation of the Planning Commission, gathered additional evidence and afforded all interested parties an opportunity to present oral and written testimony concerning the 2017 MPU; and

WHEREAS, the City Council carefully considered the public record, including all recommendations and testimony.

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

1. The above findings are adopted and incorporated herein, including the findings and conclusions of Planning Commission Resolution LP18-1002, its staff report and public record attached hereto as **Exhibit 1** and incorporated herein.
2. The City Council finds and concludes that the 2017 MPU is necessary to protect the public health, safety, and welfare of the City of Wilsonville to help ensure adequate water capacity and quality for the City's municipal water system.
3. The City Council hereby adopts the 2017 MPU, attached hereto as **Exhibit 2** and incorporated herein.
4. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval on second reading.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 16th day of April, 2018, and scheduled for a second reading at a regular meeting of the Council on the 7th day of May, 2018, commencing at the hour of 7:00 P.M. at the Wilsonville City Hall.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 7th day of May, 2018 by the following votes:

Yes: No:

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 7th day of May, 2018.

SCOTT STARR, Council President

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

1. Exhibit 1 – Planning Commission Resolution LP18-1002, staff report, and record – can be accessed at this link:
<https://www.ci.wilsonville.or.us/DocumentCenter/View/13114>
2. Exhibit 2 – Willamette River Water Treatment Master Plan Update 2017 – can be accessed at this link:
<https://files.carollo.com/message/AXBna1dOIFAJMZPP5ycIp6>