

City of Wilsonville

City Council Meeting

May 20, 2019



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
MAY 20, 2019
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Susie Stevens
Councilor Ben West

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** [20 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:20 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:25 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. Repeal and Replace Chapter 11 of the Wilsonville Code (Guile-Hinman/Neamtzu/Nelson/Rodocker) [20 min.]
 - B. Belnap Court & Morey Court Outfall Restoration Project (Willamette River Storm Outfall Repairs, CIP # 7053) (Rappold) [10 min.]
 - C. Metro Mandatory Commercial Food Scrap Program (Ottenad/Guile-Hinman) [20 min.]
 - D. Vertical Housing Development Zone (VHDZ) in Villebois – Update (Vance/Neamtzu) [15 min.]
 - E. 2019-2021 City Council Goals (Cosgrove) [20 min.]
- 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 20, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on May 7, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

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. COMMUNICATIONS

- A. Green Tariff (PGE)

7:20 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.

7:25 P.M. MAYOR'S BUSINESS

- A. 2019 National Public Works Week Proclamation (Montalvo)
- B. 2019-2021 City Council Goals (Cosgrove)
- C. Upcoming Meetings

7:35 P.M. COUNCILOR COMMENTS

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

7:45 P.M. CONSENT AGENDA

A. Resolution No. 2744

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of Belnap Court & Morey Court Outfall Restoration Project (Willamette River Storm Outfall Repairs). (Rappold)

7:50 P.M. PUBLIC HEARING

A. Ordinance No. 816 (*Legislative Hearing*)

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Chapter 11 – Fees. (Guile-Hinman/Neamtzu/Nelson/Rodocker)

8:00 P.M. NEW BUSINESS

A. Resolution No. 2749

A Resolution Of The City Of Wilsonville To Accept A Transfer Of Land From The West Linn-Wilsonville School District. (Jacobson)

8:10 P.M. CITY MANAGER'S BUSINESS

8:15 P.M. LEGAL BUSINESS

8:20 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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 cityrecorder@ci.wilsonville.or.us.



CITY COUNCIL WORK SESSION STAFF REPORT

Meeting Date: May 20, 2019	Subject: Metro Mandatory Commercial Food Scrap Program Staff Member: Amanda Guile-Hinman, Assistant City Attorney; Mark Ottenad, Public Affairs Director Department: Legal/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 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: Providing information regarding Metro's mandatory commercial food scrap program and associated administrative rules, and the City's steps to implement the program.	
Staff Recommendation: 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 checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

City staff seek feedback regarding the implementation of Metro's mandatory commercial food scrap program and will make corresponding updates to the City's solid waste franchise agreement's administrative rules.

EXECUTIVE SUMMARY:

On July 26, 2018, the Metro Council adopted Ordinance No. 18-1418 to establish a business food waste requirement, also known as the commercial food scrap program.

1. The Metro Ordinance

Ordinance No. 18-1418 is attached hereto as **Attachment A**. Metro Ordinance No. 18-1418 states that local governments must require:

“(1) covered businesses in their jurisdiction to source separate and recover business food waste; (2) delivery of collected business food waste to a facility authorized by Metro; and (3) persons ... who provide space to a covered business to allow the source separation and collection of food waste.”

2. Metro Administrative Rules

In addition to the three (3) general requirements that local governments must adopt, Metro also published administrative rules that require local governments to:

- (1) Notify businesses and haulers of the commercial food scrap program;
- (2) Require businesses and haulers to comply with the commercial food scrap program;
- (3) Provide education and technical assistance to businesses and haulers regarding the commercial food scrap program; and
- (4) Enforce the commercial food scrap requirement.

Metro’s Administrative Rules No. 5.10-4000 through 5.10-4085 are attached hereto as **Attachment B**.

3. Implementation

City staff have engaged with Clackamas County staff, who are helping the local jurisdictions to implement the commercial food scrap program. Below is a summary of the key information and steps to be taken to implement this program.

a. Timing

Metro’s Administrative Rules require local governments to have local regulations governing the commercial food scrap program in place by July 31, 2019.

Group 1 businesses (each business Group is explained in subsection (b) below) must begin the food scrap program between March 31, 2020 and March 31, 2021. Group 2 businesses must begin the program between March 31, 2021 and September 30, 2022. Group 3 businesses must begin the program between September 30, 2022 and September 30, 2023.

b. Affected Businesses

Generally, businesses that are subject to the commercial food scrap program are businesses that cook, assemble, process, serve, or sell food, and when the program will be implemented for each business depends on the amount of food waste the business generates per week.

“Food waste” is defined in the Administrative Rules as:

“[W]aste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food waste does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations.”

Importantly, businesses such as nursing homes, hospitals, hotels, schools, and assisted living facilities are only subject to this regulation if the business has a full-service restaurant or on-site food preparation or service.

- Group 1: Businesses that generate 1,000 pounds or more per week of food waste
3/31/2020 to 3/31/2021
Wilsonville estimate: 15-20 businesses

- Group 2: Businesses that generate 500 pounds or more per week of food waste
3/31/2021 to 9/30/2022
Wilsonville estimate: 20-25 businesses

- Group 3: Businesses that generation 250 pounds or more per week of food waste
9/30/2022 to 9/30/2023
Wilsonville estimate: 20-25 businesses

c. Updates to Wilsonville’s Administrative Rules

When the City undertook updating the solid waste franchise agreement in 2017 and 2018, staff were aware of that Metro was considering adopting a mandatory commercial food scrap collection program. As such, the City’s Solid Waste Management Ordinance (Ordinance No. 814) included the collection of food scraps. In the City’s Administrative Rules, adopted with the Solid Waste Management Ordinance, the City established a voluntary commercial food scrap program that businesses could opt-into with the City’s solid waste hauler, Republic Services. Currently ten (10) of the City’s businesses participate in a voluntary food scrap collection program by Republic Services.

In order to comply with the Metro Ordinance and Administrative Rules, the City must amend its Administrative Rules to change from voluntary commercial food scrap collection to mandatory food scrap collection. Although amending the Administrative Rules does not require Council approval, staff have included a draft of the proposed revisions for Council’s review and comment. The proposed redline changes are attached hereto as **Attachment C**.

In addition to amending the City's Administrative Rules, the City will also need to amend its existing agreement/letter of understanding with Clackamas County, which currently governs the County's technical assistance with existing business recycling and waste reduction, to add the commercial food scraps program outreach and the annual implementation plan required by the Metro Administrative Rules. Clackamas County has already indicated a willingness to do so.

d. Updates to the Wilsonville Code

The Metro Ordinance requires local governments to include regulations that obligate commercial landlords to provide the necessary space for a commercial tenant subject to the commercial food scrap program to have the appropriate food scrap containers. Staff anticipate that a minor update to Wilsonville Code (WC) 8.010 and 4.179 to address this requirement. If, upon further research, these amendments are necessary, staff will bring those amendments to Council in July 2019.

e. Public Outreach and Education

Metro and Clackamas County have already undertaken education and outreach to businesses. Clackamas County, as part of this program, will continue education and outreach activities as this project moves forward. In addition, City staff will include information in the June and July editions of the Boones Ferry Messenger and will provide information on the City's garbage and recycling services webpage on the City's website: www.ci.wilsonville.or.us/residents/page/garbage-and-recycling-services.

The City will also work with its regional counterparts to administer the business waiver option provided by Metro should any business request to do so. The Community Development Department's new Business Retention and Expansion program offers the City a new opportunity to outreach to businesses for issues that include solid waste and food scraps collection.

EXPECTED RESULTS:

Implementation of Metro's mandatory commercial food scrap program.

TIMELINE:

Effective date for revisions to the City's Solid Waste Management and Collection Administrative Rules will be July 31, 2019.

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate any budgetary impacts, except that when this program is implemented, commercial businesses will likely pay a higher service rate to the hauler, Republic Services, which will increase the amount the City receives in franchise fee payments from Republic Services.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: CAR Date: 5/9/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 5/9/2019

COMMUNITY INVOLVEMENT PROCESS:

Metro and Clackamas County have undertaken extensive outreach and education programs. The City is providing Clackamas County with a list of current City business licenses and also publishing information in the Boones Ferry Messenger and online to further the outreach efforts. Clackamas County will continue to take the lead on educating affected businesses.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

According to the Metro Ordinance, the commercial food scrap program provides “an opportunity to increase recycling of food waste and to assist the Metro region to achieve waste reduction goals.” Moreover, Metro’s Administrative Rules explain, “Food is identified as a primary material for recovery within the Regional Solid Waste Management Plan because of its prevalence in the region’s waste stream and the negative environmental impacts of disposing food in a landfill.”

ALTERNATIVES:

None. The City is required to adopt regulations to require commercial food scrap collection and disposal by July 31, 2019.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Metro Ordinance No. 18-1418
- B. Metro Administrative Rules No. 5.10-4000 through 5.10-4085
- C. Redline of the City’s Solid Waste Management and Collection Administrative Rules

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING METRO)	ORDINANCE NO. 18-1418
CODE CHAPTER 5.10 TO ESTABLISH A)	
BUSINESSES FOOD WASTE REQUIREMENT.)	Introduced by Chief Operating Officer Martha Bennett in concurrence with Council President Tom Hughes

WHEREAS, Metro regulates solid waste generated within the Metro region pursuant to Metro’s constitutional, statutory, and charter authority and as set forth in the Metro Code; and

WHEREAS, food represents 18 percent of the region’s disposed waste—the largest single material sent to landfill and the largest single recoverable material sent to landfill; and

WHEREAS, when sent to landfill, food waste generates methane which is 25 times more potent of a greenhouse gas than carbon dioxide; and

WHEREAS, food waste is identified as a primary material for recovery within the region’s Regional Solid Waste Management Plan, which guides Metro and local government work; and

WHEREAS, the State of Oregon Department of Environmental Quality, via Oregon Revised Statutes 459A.010 has set a food waste recovery goal of 25% by 2020; and

WHEREAS, the State of Oregon Department of Environmental Quality has added a required food waste collection program for nonresidential generators to the list of menu items available to local governments for compliance with state law under Oregon Administrative Rule 340 Division 90; and

WHEREAS, the Metro region has had a voluntary business food waste collection program in place for over ten years yet only fourteen percent of the total food waste is recovered; and

WHEREAS, the Metro Council has determined that in order for the region to significantly increase food waste recovery, a more aggressive approach to food waste recovery is necessary; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. Metro Code 5.10 is amended to establish a Business Food Waste Requirement as set forth in Exhibit A to this Ordinance.

ADOPTED by the Metro Council this 26th day of July 2018.

Tom Hughes, Council President

Attest:

Approved as to Form:

Miranda Mishan, Recording Secretary

Alison R. Kean, Metro Attorney

Metro Ordinance No. 18-1418 – Exhibit A

BUSINESS FOOD WASTE REQUIREMENT

5.10.410	Purpose and Intent
5.10.420	Business Food Waste and Covered Businesses
5.10.430	Business Food Waste Requirement
5.10.440	Business Food Waste Requirement Performance Standards
5.10.450	Temporary Waiver
5.10.460	Metro Enforcement of Business Food Waste Requirement
5.10.470	Metro Model Ordinance

BUSINESS FOOD WASTE REQUIREMENT

5.10.410 Purpose and Intent

The business food waste requirement provides an opportunity to increase recycling of food waste and to assist the Metro region to achieve waste reduction goals. Metro does not intend for this requirement to apply to food that is fit for human consumption and accepted for donation by a charitable organization or the use of food waste for animal consumption in compliance with applicable regulations.

5.10.420 Business Food Waste and Covered Businesses

For the purpose of this section, business food waste is solid waste consisting of food waste removed from the food supply chain that is not fit for human or animal consumption. A covered business is a business that cooks, assembles, processes, serves, or sells food.

5.10.430 Business Food Waste Requirement

Local governments must require (1) covered businesses in their jurisdiction to source separate and recover business food waste; (2) delivery of collected business food waste to a facility authorized by Metro; and (3) persons, as defined by Metro Code Section 1.01.040(h), who provide space to a covered business to allow the source separation and collection of food waste.

5.10.440 Business Food Waste Requirement Performance Standards

The Chief Operating Officer will adopt administrative rules to address the business food waste requirement performance standards. The performance standards must include, without limitation, the following elements:

(a) Provisions requiring that local governments

- (1) Notify covered businesses and waste haulers of the business food waste requirement;
- (2) Require covered businesses and waste haulers to comply with the business food waste requirement;
- (3) Provide education and technical assistance to covered businesses and waste haulers regarding the business food waste requirement; and
- (4) Enforce the business food waste requirement.

- (b) Provisions requiring local governments to compel persons providing space to a covered business to allow for the source separation and collection of business food waste.

The Chief Operating Officer may allow a local government to waive the business food waste requirement as to a specific business as provided in the administrative rules.

5.10.450 Temporary Waiver

The Chief Operating Officer may waive, for no longer than 365 days, the local government's implementation of the business food waste requirement only as provided in the administrative rules. The Chief Operating Officer may provide for an extension of the temporary waiver in the administrative rules

5.10.460 Metro Enforcement of Business Food Waste Requirement

Upon a request by a local government and as provided in an intergovernmental agreement, Metro will perform the local government function to ensure covered business compliance with the business food waste requirement.

5.10.470 Metro Model Ordinance

The Chief Operating Officer may adopt a business food waste requirement model ordinance for use by the local government. The model ordinance is advisory only.

ATTACHMENT

**Solid Waste
Administrative Rule**

AR 5.10-4000

**Administrative Rule of Metro Code Chapter 5.10
Administrative Rule Adoption Record and Findings**

**AR 5.10-4000 through 4085
Business Food Waste Requirement Administrative Rules**

These administrative rules are adopted under the authority of Metro Code Chapter 5.10, which authorizes the Chief Operating Officer (COO) to adopt and amend administrative rules. In accordance with Metro Code, the COO provided an opportunity for public comment and held a public hearing on these rules before their adoption.

The COO finds that these administrative rules are necessary to implement certain provisions of Metro Code Chapter 5.10 and hereby adopts Administrative Rules Nos. 5.10-4000 through 4085. The requirements of these administrative rules are in addition to all other requirements and provisions in Metro Code Chapter 5.10. These rules have the same force and effect as any other provision of Metro Code Chapter 5.10.

It is so ordered:



Martha Bennett
Metro Chief Operating Officer



Date

**SOLID WASTE
ADMINISTRATIVE RULES
Business Food Waste Requirement**

AR 5.10-4000 through 4085

Effective: October 31, 2018

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5.10 – 4000 Purpose

1. The purpose of these rules is to implement the provisions of the business food waste requirement set forth in Metro Code Section 5.10.410-5.10.470.
2. The purpose of the business food waste requirement is to provide a region-wide standard for the separation and collection of food waste from food-waste-generating businesses. For the purposes of these rules, Covered Businesses are defined as organizations that cook, assemble, process, serve, or sell food or do so as service providers for other enterprises.
3. Food is identified as a primary material for recovery within the Regional Solid Waste Management Plan because of its prevalence in the region's waste stream and the negative environmental impacts of disposing food in a landfill.
4. The prevention of food waste, the donation of edible food for human consumption and the use of food waste to feed animals are the region's preferred methods for managing surplus food. Food that has been stored properly, is fit for human consumption and is accepted for donation and food that has been set aside and is destined for animal consumption in compliance with applicable regulations is not subject to this administrative rule.

5.10 – 4005 Policy and Legal Authority

1. Metro Code Chapter 5.10 requires local governments to establish mandatory programs to separate and collect food waste from certain food-waste generating businesses referred to in these rules as “Covered Businesses.”
2. These administrative rules are issued under the authority of Metro Code Section 5.10.080. These rules are in addition to all other requirements and provisions in Metro Code Chapter 5.10.

5.10 – 4010 Definitions

Unless otherwise specifically defined, all terms used are as defined in Metro Code Chapter 5.00.

“**Covered Business**” means an organization that cooks, assembles, processes, serves, or sells food or does so as a service provider for other enterprises.

“**Business Groups**” means groups of Covered Businesses subject to the business food waste requirement by certain effective dates as delineated in the Applicability section of these rules.

“**Food waste**” means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food waste does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations.

5.10 – 4015 Applicability of Rules and Effective Date

1. The business food waste requirement applies to all local governments within the Metro boundary.
2. Covered Businesses subject to the business food waste requirement include, but are not limited to:

Cafeterias & buffets	Grocery retail
Caterers	Grocery wholesale
Colleges & universities*	Hospitals*
Correctional facilities	Hotels*
Drinking places*	Limited service restaurants
Elementary and secondary schools*	Nursing & residential care*
Food product manufacturing	Retirement & assisted living*
Food service contractors	Specialty food markets
Full service restaurants	Warehouse clubs

*Only those businesses with full-service restaurants or on-site food preparation or service are subject to these rules.

3. Covered Businesses must meet the food waste requirement according to a schedule determined by the quantity of food waste they generate on average, in three phases as listed below. Implementation will begin with Business Group 1 and progress to the other groups according to the Effective Dates described in Rule 4020. Covered Businesses that demonstrate they generate less than 250 pounds per week of food waste are not subject to this requirement.

Business Group 1	Business Group 2	Business Group 3
≥0.5 ton (1,000 pounds) per week food waste generated	≥0.25 ton (500 pounds) per week food waste generated	≥0.125 ton (250 pounds) per week food waste generated

4. A person that provides space to a Covered Business must allow or facilitate provision of a food waste collection service for the Covered Business.

5.10 – 4020 Effective Dates

These rules are effective on October 31, 2018.

Local governments must meet the following deadlines:

1. Local Government Adoption of Requirement: July 31, 2019.
2. Implement Requirement for all Covered Businesses in Business Group 1: March 31, 2020-March 31, 2021.
3. Implement Requirement for all Covered Businesses in Business Group 2: March 31, 2021-September 30, 2022.
4. Implement Requirement for all Covered Businesses in Business Group 3: September 30, 2022-September 30, 2023.

5.10 – 4025 Exemptions

1. Governments Outside Metro Boundary: A local government outside of the Metro Boundary is exempt from this business food waste requirement.
2. No Commercial District: A local government that does not have a commercial zone or commercial district is exempt from this business food waste requirement.

5.10 – 4030 Compliance Waivers

Metro may grant a compliance waiver to a local government that meets the standards below.

1. Business quantity minimum threshold: Metro will waive application of the business food waste requirement for a local government with five or fewer Covered Businesses within its boundary. Metro will review the number of Covered Businesses in each local government jurisdiction annually. If Metro determines that a local government exceeds the minimum number of Covered Businesses during the review period, Metro will notify the local government of its findings in writing and will require the local government to comply with these rules within 12 months of the notification.

5.10 – 4035 Access to Services Payments

1. **Franchised waste haulers:** Metro may provide payments on a temporary basis to a waste hauler operating within the region under local government commercial collection franchise authority that is not within reasonable proximity of food waste transfer or processing services. Reasonable proximity is defined as within a distance that is equal to the average uncongested travel time one way to the nearest in-region transfer station that accepts municipal solid waste. Metro will establish zones to clearly define areas that are outside reasonable proximity and may apply a travel time inflator to account for congestion. Payment will be based on the number of loads per week of food waste generated within the zone at a 50% capture rate and the additional time required to deliver these loads to the nearest food waste transfer or processing services. Metro will determine whether a waste hauler is eligible to receive payment, the payment amount, disbursement method, and frequency of payments.
2. Metro will calculate the payment amount for a waste hauler using the following elements:
 - a. Average cost per hour to operate collection vehicle in the Metro region.
 - b. Number and type of Covered Businesses entities within the zone and within the waste hauler's collection franchise boundary.
 - c. Estimated total tons per week generated by Covered Businesses within the zone at a 50% capture rate.
 - d. Number of loads per week generated by Covered Businesses within the zone. Load size will be based on the average size of route truck food waste loads delivered to Metro Central Transfer Station over a 12 month period.
 - e. Maximum additional time round trip beyond reasonable proximity required to transport loads to food waste transfer or processing services.
 - f. Additional hours multiplied by cost per hour.
3. Metro will periodically review the elements used to calculate the payments and will make any adjustments that are necessary including utilizing new sources of data. Metro will notify waste haulers and local governments of any adjustments to the payment calculation elements within 30 days.
4. The following criteria must be met in order for a waste hauler to qualify for payment:
 - a. The local government must adopt a legally-enforceable mechanism that meets the business food waste requirement and performance standard by the adoption deadline.
 - b. Waste haulers must enter into a contractual agreement with Metro.
 - c. Waste haulers must submit annual reports to Metro no later than March 31. Reports must demonstrate that funds have been included in Detailed Cost Reports submitted annually by waste haulers to local governments.
 - d. Metro may request that local governments confirm that the payments received by waste haulers have been included in required Detailed Cost Reports and are factored into the collection rate-setting process. Cooperative programs may provide confirmation on behalf of member jurisdictions.
5. Metro will revoke payments if the waste hauler does not report payments or provides false or incomplete information.

6. Metro will discontinue payments to a waste hauler once transfer or processing services become available within reasonable proximity as determined by Metro. Metro will notify local governments and affected waste haulers at least 30 days before discontinuing payments.
7. Metro will re-evaluate the payments periodically and will automatically renew them until Metro determines that circumstances have changed. The waste hauler or local government does not need to take any action to renew payments unless otherwise directed by Metro.
8. Covered Businesses: Metro may provide payments on a temporary basis to a Covered Business that transports its own source-separated food waste. Food waste must be generated solely from its own operations and generated from a single location within the Metro boundary that is not within reasonable proximity of food waste transfer or processing services. Reasonable proximity is defined as within a distance that is equal to the average uncongested travel time one way to the nearest in-region transfer station that accepts commercially-derived municipal solid waste. Metro will determine whether a Covered Business is eligible to receive a payment, the payment amount, disbursement method and frequency.
9. Metro will calculate the payment amount for a Covered Business using the following elements:
 - a. Average cost per hour to operate collection vehicle in the Metro region.
 - b. Total loads and tons per week of acceptable food waste delivered to Metro Central Transfer Station based on actual delivery weights recorded by the Metro Central scale house.
 - c. Location zone of the point of generation of the food waste.
 - d. Maximum additional time round trip beyond reasonable proximity required to deliver loads to the nearest food waste transfer or processing services.
 - e. Additional hours multiplied by cost per hour.
10. Metro will periodically review the elements used to calculate the payments and will make any adjustments that are necessary including utilizing new sources of data. Metro will notify the Covered Business of any adjustments to the payment calculation elements within 30 days.
11. The following criteria must be met in order for a Covered Business to qualify for payment:
 - a. The business must be located within the jurisdictional boundaries of a local government that has adopted a legally-enforceable mechanism that meets the business food waste requirement and performance standard by the adoption deadline.
 - b. The business must apply for a payment and submit all required information in a format prescribed by Metro.
 - c. The business must fully comply with all program criteria or standards.
 - d. The business must demonstrate to Metro that its food waste is being disposed as waste in a landfill. A business does not qualify for payments if it transports its food waste to other locations for other uses or recovery.
 - e. A business must have a credit account with Metro for use of Metro Central station including obtaining Metro-issued RFID tags. Cash transactions are ineligible for access payments.
12. Metro will discontinue payment to a Covered Business once a transfer or processing facility becomes available within reasonable proximity to the business as determined by Metro. Metro will notify any affected Covered Businesses at least 30 days before discontinuing payments.

13. Metro will re-evaluate the payments periodically and will automatically renew them until Metro determines that circumstances have changed. Metro may revoke a payment to a Covered Business any time for a violation of any criteria or payment condition.

5.10 – 4040 Local Government Requirements

1. A local government must implement one of the following:
 - a. Adopt a legally-enforceable mechanism that meets the performance standard in rule 4050. A legally-enforceable mechanism includes but is not limited to local code, regulation, ordinance, or law.
 - b. Adopt the Business Food Waste Requirement Model Ordinance and require business food waste be delivered to a solid waste facility authorized by Metro.
2. A local government must require Covered Businesses within its jurisdiction to:
 - a. Separate food waste from all other solid waste for collection.
 - b. Recover food waste that is controlled by the business, agents, and employees. This requirement does not apply to food wastes controlled by customers or the public. At its discretion, a Covered Business may also collect food waste from customers but must ensure that food wastes are free of non-food items. K-12 schools may also include student-generated food waste from school cafeteria meals but must ensure that food wastes are free of non-food items.
3. A local government must require persons or entities that lease or provide space to a Covered Business to allow or facilitate the provision of food waste collection service for those Covered Businesses.
4. A local government must submit annual implementation plans to Metro according to the procedures set forth in these Administrative Rules.
5. A local government may:
 - a. Implement the program in the manner that is most efficient and effective for local conditions, local solid waste system considerations, geography, and that which best suits the Covered Businesses as long as the local government complies with the performance standard and deadlines.
 - b. Grant temporary waivers to a Covered Business according to the procedures set forth in these Administrative Rules.
 - c. Designate another agency or partner to implement the program on their behalf. A designated agency is a county agency, city agency or contracted agent that is responsible for designing and implementing the business food waste requirement according to the procedures set forth in these Administrative Rules.

5.10 – 4045 Local Government Annual Implementation Plan

A local government is required to submit to Metro an annual implementation plan regarding the business food waste requirement. A local government may develop and implement its plan individually or through cooperative or partnership agreements between governments. A local government may implement the business food waste requirement in a manner that best suits local conditions as long as

the local government meets or exceeds the performance standard. An implementation plan must meet the performance standard set forth in these Administrative Rules.

5.10 – 4050 Local Government Performance Standard

1. **Business Notice of Requirement.** After a local government adopts the business food waste requirement and according to the implementation schedule, the local government must send notice to Covered Businesses that outlines the requirement and how to comply and receive assistance. A local government must establish a mechanism to notify new Covered Businesses of the business food waste requirement.
2. **Business Compliance.** A local government must require that Covered Businesses comply with the business food waste requirement including, but not limited to:
 - a. Adherence with the implementation schedule.
 - b. Correctly-labeled and easily-identifiable collection receptacles.
 - c. Arranging for food waste collection service as necessary.
 - d. Ensuring building owners or managers of single or multi-tenant buildings containing Covered Businesses allow or otherwise enable the provision of food waste collection service to lessees or occupants subject to the business food waste requirement.
3. A local government must ensure appropriate collection receptacles and service are made available.
4. A local government must require that franchised or otherwise licensed waste haulers deliver food waste to a facility that complies with federal, state, regional and local laws and regulations.

5.10 – 4055 Business Assistance

A local government must provide educational materials and offer technical assistance to Covered Businesses to assist with program set-up, understanding program requirements and separation standards.

- a. Educational materials must include, at a minimum:
 - i. Labels for collection containers that clearly communicate what is allowed in the food waste collection system.
 - ii. Signs and/or posters that provide clear and simple instructions.
 - iii. All signs and program materials must be designed to be understood by people with limited English proficiency.
 - iv. Program contact phone number for businesses to call for program assistance.
- b. Technical assistance offered must include, at a minimum:
 - i. Education and assistance with food waste prevention techniques and edible food donation programs.
 - ii. Assistance with food waste collection program set up and training on-site at the business.
 - iii. Assistance with mitigating issues arising from program participation such as odors or vectors.
 - iv. Ensure correct labeling of all food waste collection receptacles.
 - v. Serve as a facilitator between the business and solid waste hauler as needed to assist with the provision of appropriate collection receptacles and service frequency.

5.10 – 4060 Local Government Enforcement of the Business Food Waste Requirement

A local government must establish a method for ensuring compliance with the business food waste requirement. Covered Businesses may be subject to enforcement actions should they not meet the compliance dates listed in section 5.10 – 4020.

5.10 – 4065 Local Government Temporary Compliance Waivers to Covered Businesses

1. A local government may establish a method for granting temporary waivers to Covered Businesses. A local government must obtain Metro approval of the waiver method and conditions.
2. Temporary waivers must meet the following minimum standard:
 - a. May not exceed 12 months, annual renewal allowed.
 - b. In order to be renewed, a local government must annually review waivers to determine if conditions that warrant the waiver are still in place and cannot be remedied.
 - c. Covered Businesses seeking a temporary waiver must agree to periodic waiver verification site visits. Local governments are responsible for determining if one or more of the following criteria warrant a temporary waiver:
 - i. Less than 250 pounds per week of food in the disposed waste.
 - ii. Food waste produced by the Covered Business is not suitable for inclusion in the program, or cannot be made suitable without unreasonable expense.
 - iii. Physical barriers to compliance exist and cannot be immediately remedied.
 - iv. Compliance results in unreasonable capital expense.
 - v. Compliance results in a violation of other government ordinance, health or safety code.

5.10 – 4070 Metro Enforcement of the Requirement

A local government may request that Metro assist with enforcement of the business food waste requirement. Metro will provide enforcement assistance after Metro and the local government establish an Intergovernmental Agreement.

5.10 – 4075 Self-Haul of Source-Separated Food Waste

The local government may allow a Covered Business to self-haul source-separated food waste generated by that business. The local government must require the Covered Business to comply with these rules, including without limitation delivery of the food waste to a facility authorized by Metro.

5.10 – 4080 Compliance Verification and Reporting

Local governments must collect and report data to Metro to demonstrate compliance and assist with program evaluation. Metro will determine reporting requirements and frequency, review data and make a determination of compliance as set forth in Annual Implementation Plans.

5.10 – 4085 Funding Guidelines

1. Metro may provide funding to support the implementation of the business food waste requirement to local governments upon adoption of the requirements by the Metro Council. Metro intends to

provide funding for the first five fiscal years of the business food waste requirement, subject to Metro Council approval of funding amounts during the annual budget process. After the first five years of implementation, ongoing program maintenance funding may also be provided subject to Metro Council approval during the annual budget process.

2. A local government must use funds for business assistance, infrastructure, compliance, and enforcement efforts to implement the business food waste requirement. Metro will review and approve the intended uses prior to distributing funds.
3. If a local government has designated another agency or partner to implement the program, Metro may, at its sole discretion, distribute funds to the designated agency. A designated agency is a county agency, city agency or contracted agent that is responsible for designing and implementing a waste reduction program including the business food waste requirement, on behalf of a local government.
4. In order to receive funding, a local government or its designated agency must submit documentation demonstrating compliance with the requirements of Metro Code 5.10.410-5.10.470 and these rules and enter into an Intergovernmental Agreement with Metro.
5. Metro will withhold funding associated with the implementation of the business food waste requirement from governments that do not comply with the business food waste requirement. If governments remain out of compliance for more than two years, funding associated with other programs may also be withheld or Metro may seek any remedy under applicable state law. Governments that are, in the sole opinion of Metro, actively making good faith efforts to adopt the business food waste requirement will remain eligible for associated funding. Metro will determine how any withheld funds will be utilized.



**SOLID WASTE MANAGEMENT
AND COLLECTION
ADMINISTRATIVE RULES**

Effective: July ~~31~~, 201~~8~~⁹

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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. **Covered Business** means an organization that cooks, assembles, processes, serves, or sells food or does so as a service provider for other enterprises and that is subject to Metro Ordinance No. 18-1418 (Business Food Waste Requirement).
- 2.11-2.12. **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.
- 2.12-2.13. **DEQ** means the Oregon Department of Environmental Quality.
- 2.13-2.14. **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.
- 2.14-2.15. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.15-2.16. **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.
- 2.16-2.17. **EPA** means the United States Environmental Protection Agency.
- 2.18. **Food Waste** means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food waste does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-

disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations.

~~2.17~~**2.19.** **Franchisee** means the person granted the franchise by Ordinance No. 814, or a subcontractor of such person.

~~2.18~~**2.20.** **Fiscal Year** means July 1 to June 30 of any year.

~~2.19~~**2.21.** **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~~**2.22.** **Goods** means kitchen or other large appliances that are Bulky Wastes.

~~2.21~~**2.23.** **Hazardous Waste** includes:

2.23.1. 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.

2.23.2. 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:

~~2.23.2.2~~**2.23.2.1.** Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

~~2.23.2.3~~**2.23.2.2.** Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.

2.23.3. 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.

2.23.4. 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~~**2.24.** **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.

~~2.23-2.25.~~ **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.

~~2.24-2.26.~~ **Metro** means the Portland metropolitan area regional government.

~~2.25-2.27.~~ **Multi-Family** means any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.

~~2.26-2.28.~~ **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, ~~f~~Food ~~w~~Waste, Yard Debris, paper, and putrescible material which are generally a source of food for bacteria.

~~2.27-2.29.~~ **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.

~~2.28-2.30.~~ **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.

~~2.29-2.31.~~ **Premises** means a lot, parcel, or tract of land, including any buildings or structures located thereon.

~~2.30-2.32.~~ **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.

~~2.31-2.33.~~ **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.

~~2.32-2.34.~~ **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.

~~2.33-2.35.~~ **Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, as further defined in Subsection 6.2.2 herein.

~~2.34-2.36.~~ **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.

~~2.35-2.37.~~ **Residential** means a single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

~~2.36-2.38.~~ **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.

~~2.37-2.39.~~ **Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste's identity.

~~2.38-2.40.~~ **Service** means collection, transportation, Disposal of, or Resource Recovery from Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

~~2.39-2.41.~~ **Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.

~~2.40-2.42.~~ **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.

~~2.41-2.43.~~ **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:

~~2.23-1-2.43.1.~~ Unacceptable Waste;

~~2.23-2-2.43.2.~~ Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;

~~2.23-3-2.43.3.~~ 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;

~~2.23-4-2.43.4.~~ Material used for fertilizer or other productive purposes in agricultural operations;

~~2.23-5-2.43.5.~~ Discarded or abandoned vehicles or parts of vehicles;

~~2.23-6-2.43.6.~~ Tires; or

~~2.23-7.2.43.7.~~ 2.43-7.2.43.7. **Recyclable Materials** that are Source Separated and set out for Recycling.

~~2.43-2.44.~~ 2.43-2.44. **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.

~~2.44-2.45.~~ 2.44-2.45. **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.

~~2.45-2.46.~~ 2.45-2.46. **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..

~~2.46-2.47.~~ 2.46-2.47. **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.

~~2.47-2.48.~~ 2.47-2.48. **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 for Covered Businesses, regularly scheduled Service of Food Waste, and for all other businesses and for any other Organic Materials, voluntary service, until determined by Metro to be a mandatory Service. Regularly scheduled Service~~ each of 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'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~~Covered Businesses to dispose of ~~Organic Materials~~Food Waste 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,~~ For all other Commercial Customers and for the collection of any other Organic Materials, Franchisee may provide the opportunity to Commercial Customers to dispose of Organic Materials, including Food Waste, in a separate Receptacle. Franchisee must provide to ~~the affected Commercial Customers~~Covered Businesses education regarding Disposal of ~~Organic Materials~~Food Waste and provide Receptacles for Disposal of ~~Organic Materials~~Food Waste, and, if agreed to by Franchisee and the Commercial Customer, 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, including Food Waste, 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. Franchisee shall collect Food Waste from Covered Businesses pursuant to the following schedule:

~~7.1.6.1.~~ For Covered Businesses producing 1,000 pounds or more of Food Waste per week, Franchisee must offer Service no later than March 31, 2020.

~~7.1.6.2.~~ For Covered Businesses producing 500 pounds or more of Food Waste per week, Franchisee must offer Service no later than March 31, 2021.

~~7.1.5.1.~~ ~~7.1.6.3.~~ For Covered Businesses producing 250 pounds or more of Food Waste per week, Franchisee must offer Service no later than September 30, 2022.

~~7.1.6.~~ ~~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. In addition, the Franchisee must deliver Food Waste to a facility that complies with applicable federal, state, regional, and local laws and regulations. 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, Including Food Waste.

7.2.2.1. Receptacles. Any Covered Business receiving Service from Franchisee for the collection of Food Waste shall place the Food Waste in the acceptable Receptacle provided by Franchisee. Any other Commercial 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 definitions and requirements of these Administrative Rules, including the definition of Food Waste.

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.

7.2.5. Waiver. A Covered Business subject to Metro Ordinance No. 18-1418 may seek a temporary waiver by submitting a waiver application.

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 Spring "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 City and Franchisee will also coordinate a second "Bulky Waste Day" to occur each year in the Fall. The Fall "Bulky Waste Day" will occur 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.~~9.1.3. 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. Franchisee Communication to New Customers.** Franchisee will send to all new Customers a communication that includes short summary of Franchisee's Services and any key information regarding the Franchise Agreement and these Administrative Rules, which communication will be approved by the City Manager or designee prior to Franchisee delivering the communication to new Customers. The communication may be sent via electronic mail or regular mail.
- 10.4. Franchisee Communication to Current Customers.** Prior to any Service Rate increase or new, modified, or removed surcharge, Franchisee will send to all current Customers a communication explaining the Service Rate increase or surcharge. The communication must be approved by the City Manager or designee prior to Franchisee delivering the communication to current Customers. The communication may be sent via electronic mail or regular mail.
- 10.5.** 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.

DRAFT



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 20, 2019	Subject: Vertical Housing Development Zone (VHDZ) in Villebois - Update Staff Members: Jordan Vance, Economic Development Manager and Chris Neamtzu, Community Development Director 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 type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Review the proposal and provide staff with direction on next steps.		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Villebois Master Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to proceed with a process to create a Vertical Housing Development Zone (VHDZ) in Villebois to encourage build out of the commercial/residential mixed-use portion of the Village Center surrounding the Piazza. If a VHDZ designation is granted by City of Wilsonville, projects which are constructed within the VHDZ and which meet certain criteria are eligible for partial property tax exemptions.

EXECUTIVE SUMMARY:

City staff briefed Council on the Vertical Housing Development Zone (VHDZ) program on February 4 and received direction from Council to proceed with assessment of the program. This report will provide an update on staff's ongoing evaluation of the VHDZ program.

Background

City staff initially received a request from Costa Pacific Communities and Portland-based developer Capstone Partners to consider utilization of the Vertical Housing Development Zone (VHDZ) incentive program to encourage development of a mixed-use project in the Villebois Village Center. Staff was informed in April that Capstone Partners would not be proceeding with the project at this time due to financial infeasibility. Despite this, staff would still like to propose the creation of a VHDZ in the Villebois Village Center to encourage mixed-use residential/commercial development on three specific parcels that surround the Piazza that might otherwise not be achievable. For a map of the proposed parcels, please refer to Attachment A.

Developers have reported that vertical mixed-use development in suburban locations is more challenging to construct due to high construction costs, flattening suburban residential rents, and lack of demand for retail. Oftentimes with mixed-use development public assistance, such as a VHDZ incentive is required to achieve financial feasibility. There are not currently any VHDZ's in Wilsonville but it is a common tool in Oregon to encourage mixed-use development, with 25 other cities utilizing it, including Hillsboro, Beaverton, Tigard, Canby, Milwaukie, Eugene, Gresham and Oregon City. The tool was also listed as an important economic development strategy in the recently adopted Town Center Plan.

Once a VHDZ has been created, projects, which meet the definition of a Vertical Housing Project, can apply for a 10-year partial property tax exemption. The tax exemption is typically 20 percent per equalized floor of residential use (up to 80 percent) above a ground floor, which is typically 50 percent commercial use along the main street. The abatement applies to the value of the building, and only includes the land value if there is affordable housing in the project (to the same proportion). After 10 years, the full value of the project is placed back on the tax rolls.

While affordable housing is an optional component of the incentive program, it has been reported by Capstone and reinforced by other cities in the region that it is not always financially feasible to incorporate affordable housing, as the amount of revenue foregone is not offset by the VHDZ land abatement. This is not a surprising insight, given the financial challenges of even achieving market rate mixed-use development. Because of the recent news about Capstone's project termination in Villebois, the developer will not be present to answer questions about affordable housing and how it impacted their pro forma.

Implementation

If Council provides staff with direction to implement the VHDZ, a notice of intent to adopt would be sent to all taxing jurisdictions, which overlap the VHDZ area. Taxing Districts have the opportunity to "opt out" of participation in the VHDZ. Although the program offers tax exemptions to qualified projects, it is designed to ensure that taxing districts will not be negatively impacted. Typically, the 20% tax exemption applies only to the *additional value* created by the addition of the first four floors of residential development in a mixed-use building. For market rate housing projects, taxing districts receive taxes on 100% of the "pre-project" value of the property and taxes on the increased property value of the first story non-residential development. After 10 years, the exemption to the project expires and taxing districts receive taxes on the full value of the property.

State Senate Bill 310 requires that “a city or county must consider the potential for displacement of households within a proposed vertical housing development zone before designating the zone.” Given the location of the proposed development is on vacant land, staff and City Attorney see no potential for direct or indirect displacement due to proposed VHDZ.

If City Council gives direction to pursue the VHDZ program, staff will proceed with the following implementation steps:

- Notify taxing districts that overlap VHDZ area which are given 45 days to “opt out”
- Determine City approach and costs (i.e. staff time, application cost) for program administration
- Coordinate with County Assessor and State as needed to certify any eligible VHDZ property abatements
- Create administrative steps to establish VHDZ district through Council Resolution

EXPECTED RESULTS:

New mixed-use development (housing and commercial) in the Villebois Village Center.
Generation of new City tax revenue.

TIMELINE:

It is feasible to adopt a VHDZ program in 2019.

CURRENT YEAR BUDGET IMPACTS:

Staff time will be required to create and administer the program.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 5/10/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/15/2019

During the Work Session, one or more City Councilors asked if the Developer would include an affordable housing component. The response, as indicated above was no and therefore not all credits would be available. The retail component being proposed is not clear and should be better defined if the City wishes to support this proposal.

COMMUNITY INVOLVEMENT PROCESS:

There would be opportunities for citizen input as part of the adoption of the zone. In the future, any mixed-used development would go through the typical City development process before the DRB and City Council, which allows for public comment from residents, neighbors and property owners.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

- Build out of the Village Center supports the community-established vision contained in the Villebois Master Plan.
- Stimulate more commercial growth in the area, increasing the value of surrounding properties.

- Support existing commercial development by increasing the number of residents in the Villebois Village Center.
- Create long-term community wealth through larger, mixed-use buildings that will be fully taxed after the partial abatement drops off.
- Provide walkable amenities to the Villebois community, which can reduce trips and vehicle miles traveled.

ALTERNATIVES:

Allow future mixed-use development in Villebois to happen organically without the assistance of a tax abatement incentive.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Map of Proposed Vertical Housing Development Zone
- B. VHDZ Senate Bill 310
- C. VHDZ Rules



The City of Wilsonville, Oregon
 Clackamas and Washington Counties



Proposed Vertical Housing Development Zone

 VHDZ Taxlots



1/24/2019



79th OREGON LEGISLATIVE ASSEMBLY--2017 Regular Session

Enrolled Senate Bill 310

Sponsored by Senators HASS, BOQUIST; Representatives BUEHLER, STARK (Pre-session filed.)

CHAPTER

AN ACT

Relating to vertical housing development zone program administration; creating new provisions; amending ORS 307.841, 307.844, 307.854, 307.857, 307.861, 307.864, 307.866 and 307.867 and section 13, chapter 119, Oregon Laws 2005; repealing ORS 307.847 and 307.851; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 307.841 is amended to read:

307.841. As used in ORS 307.841 to 307.867:

(1) "Construction" means the development of land and the construction of improvements to land, and may be further defined by the [*Housing and Community Services Department by rule*] **city or county that designated the vertical housing development zone under ORS 307.844.**

(2) "Displacement" means a situation in which a household is forced to move from its current residence due to conditions that affect the residence or the immediate surroundings of the residence and that:

(a) A reasonable person would consider to be beyond the household's ability to prevent or control;

(b) Occur despite the household's having met all previously imposed conditions of occupancy; and

(c) Make continued occupancy of the residence by the household unaffordable, hazardous or impossible.

[(2)] (3) "Equalized floor" means the quotient determined under ORS 307.857 [(3)(b)] (4)(b).

[(3)] "*Light rail station area*" has the meaning given that term in ORS 307.603.]

(4) "Low income residential housing" means housing that is restricted to occupancy by persons or families whose income is no greater than 80 percent of area median income, adjusted for family size, as determined by the **Housing and Community Services** Department.

(5) "Nonresidential use" means any use that is not exclusively residential use.

(6) "Rehabilitation" means [*the substantial*] repair **or replacement** of improvements, **including fixtures**, or land developments, **the cost of which equals at least 20 percent of the real market value of the improvements or land developments being repaired or replaced**, and may be further defined by the [*department by rule*] **city or county that designated the zone.**

[(7)] "*Transit oriented area*" has the meaning given that term in ORS 307.603.]

[(8)] (7) "Vertical housing development project" or "project" means the construction or rehabilitation of a multiple-story building, or a group of buildings, including at least one multiple-story building, so that a portion of the project is to be used for nonresidential uses and a portion of the project is to be used for residential uses.

[9] (8) “Vertical housing development zone” or “zone” means an area that has been designated a vertical housing development zone under ORS [307.847] **307.844**.

SECTION 2. ORS 307.844 is amended to read:

307.844. (1)(a) A city may [apply to the Housing and Community Services Department for designation of an] **designate an** area within the city as a vertical housing development zone.

(b) A county may [apply to the Housing and Community Services Department for designation of an unincorporated area within the county] **designate** as a vertical housing development zone **an area that is subject to a goal exception for residential use approved under ORS 197.732**.

(2) With the prior consent of the governing body of each city in which a proposed **vertical housing development** zone is to be located, a county may [apply to the department for designation of] **designate** any area within each city that has given consent for vertical housing development zone designation **as a vertical housing development zone**.

(3) A city and a county, or any combination of cities and counties, may [apply to the department for designation of an] **designate an** area [situated] within each [applying] jurisdiction as a vertical housing development zone.

(4) A local taxing district may elect not to participate in a vertical housing development zone. A local taxing district that elects not to participate may continue to impose taxes on property otherwise exempt from ad valorem property tax under ORS 307.864.

(5) A city or county must consider the potential for displacement of households within a proposed vertical housing development zone before designating the zone.

[(5)] **(6)(a)** [An application for designation of] **Before designating** a vertical housing development zone [must be submitted to the department. The application shall be in the form and contain the information required by the department, including:]

[(a) A list of], **a city or county, as applicable, must notify the** local taxing districts, other than the [applicant] **city or county,** that have territory in the proposed vertical housing development zone **of the city’s or county’s intention to designate a vertical housing development zone.**

(b) [A copy of a written notification that the applicant mailed to the local taxing districts listed pursuant to paragraph (a) of this subsection that] **The notice required under paragraph (a) of this subsection must be sent by regular mail and must:**

(A) [Describes] **Describe** the proposed vertical housing development zone;

(B) [Explains] **Explain** the exemption described in ORS 307.864 that would apply if the proposed zone is designated; **and**

(C) [Explains] **Explain** the process by which a local taxing district may elect not to participate in the vertical housing development zone]; **and**].

[(D) Is in a form that is satisfactory to the department.]

(c) [A statement signed by the applicant attesting that the notification described in paragraph (b) of this subsection was sent by regular mail to each local taxing district listed pursuant to paragraph (a) of this subsection.] **Notice of the election of a district listed in ORS 198.010 or 198.180 not to participate in the vertical housing development zone must be received by the city or county, as applicable, within 30 days after the district receives the notice required under paragraph (a) of this subsection.**

[(6) The application shall:]

[(a) Be filed on behalf of one or more local government units as described in subsections (1) to (3) of this section by action of the governing body of each applicant;]

[(b) Contain a description of the area sought to be designated as a vertical housing development zone, including proposed zone boundaries;]

[(c) Contain the reasons that all or a portion of a proposed zone constitutes a core area of an urban center, a light rail system area or a transit oriented area; and]

[(d) Contain any other information required by the department.]

[(7) The applicant shall submit to the department, within 30 days following the date the application is filed with the department, a list of the local taxing districts that elected not to participate in the vertical housing development zone.]

(7)(a) Not sooner than 60 days after sending the notice required under subsection (6)(a) of this section, the governing body of the city or county that seeks to designate a vertical housing development zone may adopt an ordinance or resolution designating the vertical housing development zone and describing the area and boundaries of the zone. The ordinance or resolution may include additional criteria for certification of a vertical housing development project that do not conflict with the requirements described in section 5 of this 2017 Act.

(b) As soon as practicable after adopting the ordinance or resolution designating the zone, the governing body shall notify the assessor of the county in which the zone is located of the designation of the zone and the districts that elected not to participate in the zone.

SECTION 3. ORS 307.854 is amended to read:

307.854. (1) Following the designation of a vertical housing development zone under ORS ~~[307.847]~~ **307.844**, the city or county that *[sought zone designation]* **designated the zone** may acquire or dispose of real property within the zone for the purpose of developing vertical housing development projects within the zone.

(2) The development of projects may be undertaken by the city or county independently, jointly or in partnership with a private entity or may be undertaken by a private entity acting independently.

(3) The entities undertaking the development of property under this section may own and operate the developed property or may sell or otherwise dispose of the property at any time during or after development. The property may be sold at the property's real market value or at a lesser value.

SECTION 4. Section 5 of this 2017 Act is added to and made a part of ORS 307.841 to 307.867.

SECTION 5. (1) A city or county may not certify a vertical housing development project under ORS 307.857 unless the project meets all requirements of this section.

(2) The project must be entirely located within a vertical housing development zone designated by the city or county with which the application for certification is filed.

(3) The project must include one or more equalized floors.

(4) Construction or rehabilitation must have been started on each building included in the project, including, but not limited to, additions that expand or enlarge an existing building.

(5)(a) At least 50 percent of the project's ground floor that fronts on the primary public street must be committed to nonresidential use. If a project has access to only one public street, the square footage of driveways, loading docks, bike storage, garbage receptacles and building entryways shall be excluded before applying the 50 percent test.

(b) For the project's ground floor to be considered committed to nonresidential use, all ground floor interior spaces that front on the primary public street must be constructed to building code standards for commercial use or planned for commercial use upon completion.

SECTION 6. ORS 307.857 is amended to read:

307.857. (1) Following the designation of a vertical housing development zone under ORS ~~[307.847]~~ **307.844**, a person proposing to undertake a proposed vertical housing development project and seeking the partial property tax exemption set forth in ORS 307.864 shall apply to the *[Housing and Community Services Department]* **governing body of the city or county that designated the zone** for certification of the project. **Each phase of a phased development, whether vertical or horizontal, requires a separate application.**

(2) The application must be satisfactory to the *[department]* **city or county** in form and content and *[shall]* **must** contain any information required by the *[department]* **city or county**, including all of the following:

(a) The address and boundaries of the proposed vertical housing development project[;].

(b) A description of the existing state of the property[;].

(c) A description of the proposed project construction or rehabilitation, including the design of the construction or rehabilitation, the cost of the construction or rehabilitation and the number of floors and residential units to be constructed or rehabilitated[;].

(d) A description of the nonresidential uses to which any portion of the proposed project is to be put, including the proportion of total square footage of the project proposed for nonresidential uses[;].

(e) A description of the proposed portion of the project to be used for residential uses, including the proportion of total square footage of the project proposed for residential uses[;].

(f) A description of the number and nature of residential units in the proposed project that are to be low income residential housing, including the proportion of total square footage of the project proposed for low income residential housing uses[;].

(g) The calculation and allocations described under subsection [(3)] (4) of this section[; and].

(h) Documentation establishing the costs of construction and rehabilitation with respect to the project.

[(h)] (i) A commitment that is satisfactory to the [department] **city or county**, including documentation and evidence of recording of the documentation, that the project will be maintained and operated in a manner consistent with the application submitted under this section for the duration of the commitment. The duration of the commitment, **including the eligibility of units in the project as low income residential housing**, may not be less than the number of tax years for which the project is intended to be partially exempt from ad valorem property taxes under ORS 307.864.

(3) For purposes of this section, square footage does not include areas used for parking, patios or porches, unless these areas are demonstrated to the satisfaction of the city or county to be economically necessary to the project or the city or county otherwise determines that it is appropriate to include the areas in square footage.

[(3)(a)] (4)(a) Each application filed under this section shall contain a calculation of equalized floors, an allocation of equalized floors to residential uses and an allocation of equalized floors to low income residential housing uses as determined under this subsection.

(b) An equalized floor is the quotient that results from the division of total square footage of a project by the number of actual floors of the project that are at least 500 square feet per floor, or as may be increased or otherwise qualified by the [department] **city or county** by rule.

(c) To allocate equalized floors to residential uses, divide the total square footage of residential property in the project by the square footage of an equalized floor.

(d) To allocate equalized floors to low income residential housing use, divide the total square footage of low income residential housing property in the project by the square footage of an equalized floor. In determining the square footage of low income residential housing property, include that proportion of the square footage of residential common space that is the same as the proportion of the total square footage of low income residential housing units to the total square footage of all residential housing units.

(e) Land that is necessary for a project having at least one equalized floor of low income residential housing may be certified for partial exemption. Land that is not necessary for the project may not be certified for partial exemption.

[(4)] (5)(a) **For rehabilitation that does not involve displacement of tenants, the application must be filed on or before the date on which the rehabilitation is complete.**

(b) The application must be filed [under this section] on or before the date on which residential units that are a part of the vertical housing development project are ready for occupancy.

[(5)] (6) The [department] **city or county** shall review each application submitted under this section and shall certify or deny certification based on whether the proposed vertical housing development project meets **the requirements described in section 5 of this 2017 Act and all** criteria established by the [department by rule] **city or county** that are consistent with ORS 307.841 to 307.867.

[(6)] (7) The [department] **city or county** may request any documentation or undertake any investigation necessary to ascertain the veracity of any statement made on an application under this section.

[(7)] (8) The certification issued by the [department] **city or county** shall:

- (a) Identify the property included in the certified vertical housing development project;
- (b) Identify the number of equalized floors of residential housing in the project and include a description of the property of each equalized floor;
- (c) Identify the number of equalized floors of low income residential housing in the project and include a description of the property of each equalized floor; and
- (d) Contain any other information prescribed by the [department] **city or county**.

[(8)] (9) The determination of the [department] **city or county** to certify or deny certification is a discretionary determination. The determination is final and is not subject to judicial or administrative review.

[(9)] (10) The [department] **city or county** may charge appropriate fees to offset the cost of administering the application and certification process under this section and any other related costs.

SECTION 7. ORS 307.861 is amended to read:

307.861. (1) Upon determining to certify a vertical housing development project **under ORS 307.857**, the [Housing and Community Services Department] **city or county** shall send a copy of the certification to the county assessor of the county in which the project is to be located. **The certification must be accompanied by a description of the property granted partial exemption under ORS 307.864.**

(2) At any time after certification and prior to the end of the exemption period, the [department] **city or county** may:

(a) Request documentation, undertake investigations or otherwise review and monitor the project to ensure ongoing compliance by project applicants and owners[; and].

(b) Undertake any remedial action that the [department] **city or county** determines to be necessary or appropriate to fulfill the purposes of ORS 307.841 to 307.867, including issuing a notice of decertification directing the county assessor to disqualify all or a portion of a project.

(3)(a) [The] **A notice of decertification [notice] issued under subsection (2)(b) of this section** shall identify:

- (A) The property decertified from the vertical housing development project;
- (B) The number of equalized floors that have ceased qualifying as residential housing for purposes of ORS 307.841 to 307.867;
- (C) The number of equalized floors that have ceased qualifying as low income residential housing for purposes of ORS 307.841 to 307.867;
- (D) The remaining number of equalized floors of residential housing in the project and include a description of the property of each remaining equalized floor; and
- (E) The remaining number of equalized floors of low income residential housing in the project and include a description of the property of each remaining equalized floor of low income residential housing.

[(3)] (b) [A] **The** notice of decertification [issued under subsection (2) of this section] shall include any other information prescribed by the [department] **city or county**.

[(4)] (c) The [department] **city or county** shall send copies of [a] **the** notice of decertification [issued under subsection (2) of this section] to the property owner and the county assessor of the county in which the property is located.

SECTION 8. ORS 307.864 is amended to read:

307.864. (1) For the first tax year in which, as of the assessment date, a vertical housing development project is occupied or ready for occupancy following certification under ORS 307.857, and for the next nine consecutive tax years:

- (a) The property of the vertical housing development project, except for the land of the project, shall be partially exempt from ad valorem property taxes imposed by local taxing districts, other than the districts that elected not to participate in the vertical housing development zone [as de-

scribed in **pursuant to** ORS 307.844 (4), according to the following schedule and as identified in the certification issued *[by the department]* under ORS 307.857 [(7)] **(8)**:

(A) If the project consists of the equivalent of one equalized floor allocated to residential housing, the project shall be 20 percent exempt.

(B) If the project consists of the equivalent of two equalized floors allocated to residential housing, the project shall be 40 percent exempt.

(C) If the project consists of the equivalent of three equalized floors allocated to residential housing, the project shall be 60 percent exempt.

(D) If the project consists of the equivalent of four or more equalized floors allocated to residential housing, the project shall be 80 percent exempt.

(b) The land of the vertical housing development project shall be partially exempt from ad valorem property taxes imposed by local taxing districts, other than the districts that elected not to participate in the vertical housing development zone *[as described in]* **pursuant to** ORS 307.844 (4), in the same percentages determined under paragraph (a) of this subsection, for each equalized floor allocated to low income residential housing, as identified in the certification issued *[by the department]* under ORS 307.857 [(7)] **(8)**.

(2) In order for the property of a vertical housing development project to receive the partial property tax exemption described in subsection (1) of this section, the vertical housing development project property owner, project applicant or other person responsible for the payment of property taxes on the project must notify the *[Housing and Community Services Department]* **city or county** that the project is occupied or ready for occupancy, and the *[department]* **city or county** must notify the assessor of the county in which the project is located, in the manner set forth in ORS 307.512, that the project is occupied or ready for occupancy and has been certified *[by the department]* under ORS 307.857.

SECTION 9. ORS 307.866 is amended to read:

307.866. (1)(a) During the period in which property of a vertical housing development project would otherwise be partially exempt under ORS 307.864 (1)(a), if all or a portion of the project has been decertified *[by the Housing and Community Services Department]* under ORS 307.861, the property is disqualified from exemption in proportion to the equivalent of each equalized floor that has ceased qualifying as residential housing, as set forth in the notice of decertification.

(b) During the period in which the land of a vertical housing development project would otherwise be partially exempt under ORS 307.864 (1)(b), if all or a portion of the project has been decertified *[by the Housing and Community Services Department]* under ORS 307.861, the land is disqualified from exemption in proportion to the equivalent number of equalized floors that have ceased qualifying as low income residential housing, as set forth in the notice of decertification.

(2) Notwithstanding ORS 307.864, there shall be added to the general property tax roll for the tax year next following decertification described in subsection (1) of this section, to be collected and distributed in the same manner as other real property tax, an amount equal to the difference between the taxes assessed against the property and land granted exemption under ORS 307.864 and the taxes that would have been assessed against the property and land but for the exemption for each of the years, not to exceed the last 10 years, during which the property and land were exempt from taxation under ORS 307.864.

(3) Notwithstanding ORS 307.864, if, after a period of exemption under ORS 307.864 has terminated, the *[Housing and Community Services Department]* **city or county that designated the zone in which the project is located** discovers that the property or land of a vertical housing development project was granted exemption to which the project was not entitled, additional taxes may be collected as provided in subsection (2) of this section, except that the number of years for which the additional taxes may be collected shall be reduced by one year for each year that has elapsed since the year the property or land was last granted exemption, beginning with the *[oldest]* **earliest** year for which additional taxes are due.

(4) The assessment and tax rolls shall show potential additional tax liability for all property and land granted exemption under ORS 307.864.

(5) Additional taxes collected under this section shall be deemed to have been imposed in the year to which the additional taxes relate.

SECTION 10. ORS 307.867 is amended to read:

307.867. (1) *[Following vertical housing development zone designation under ORS 307.847, if the Housing and Community Services Department receives a request to terminate a vertical housing development zone from the applicant for zone designation under ORS 307.844, the department shall terminate the zone.]* **A city or county that designates a vertical housing development zone under ORS 307.844 may terminate the zone at any time.**

(2) The termination of a zone under this section does not affect the exemption *[of any property]* from tax under ORS 307.864 *[if an application for the exemption was approved]* **of any property of a vertical housing development project that was certified under ORS 307.857** prior to the *[zone]* termination of the zone and that continues to qualify for the exemption at the time of the termination of the zone.

SECTION 11. ORS 307.847 and 307.851 are repealed.

SECTION 12. (1) The amendments to ORS 307.841 by section 1 of this 2017 Act apply to property tax years beginning on or after July 1, 2017.

(2) Section 5 of this 2017 Act, the amendments to ORS 307.841, 307.844, 307.854, 307.857, 307.861, 307.864, 307.866 and 307.867 by sections 1 to 3 and 6 to 10 of this 2017 Act and the repeal of ORS 307.847 and 307.851 by section 11 of this 2017 Act become operative on January 1, 2018.

SECTION 13. (1) Property that was constructed pursuant to a certification for a partial property tax exemption under ORS 307.857 prior to the effective date of this 2017 Act shall continue to receive the exemption according to the same schedule and subject to the disqualification provisions of ORS 307.841 to 307.867 that were in effect and applied at the time the vertical housing development project was certified for partial property tax exemption.

(2) If an application for certification was filed with the Housing and Community Services Department prior to the effective date of this 2017 Act but not acted upon as of the effective date of this 2017 Act, the Housing and Community Services Department shall forward the application to the city or county, as applicable.

SECTION 14. Section 13, chapter 119, Oregon Laws 2005, as amended by section 4, chapter 507, Oregon Laws 2015, is amended to read:

Sec. 13. (1) The Housing and Community Services Department may not issue a certification under ORS 307.841 to 307.867 on or after January 1, [2026] 2018.

(2) A city or county may not issue a certification under ORS 307.841 to 307.867 on or after January 1, 2026.

SECTION 15. This 2017 Act takes effect on the 91st day after the date on which the 2017 regular session of the Seventy-ninth Legislative Assembly adjourns sine die.

Passed by Senate March 2, 2017

Repassed by Senate June 7, 2017

.....
Lori L. Brocker, Secretary of Senate

.....
Peter Courtney, President of Senate

Passed by House June 1, 2017

.....
Tina Kotek, Speaker of House

Received by Governor:

.....M.,....., 2017

Approved:

.....M.,....., 2017

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2017

.....
Dennis Richardson, Secretary of State



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PURPOSE: 2017 legislation transferred administration of the Vertical Housing Development Zone (VHDZ) program from Oregon Housing and Community Service (OHCS) to cities and counties. Due to the result of 2017 statute change, OHCS has taken steps to repeal all the rules it promulgated to administer the VHDZ program. This new rule retains and rewrites some of their rules according to the language change of the statute as some of the rules would remain helpful to administer the VHDZ program for the cities, counties and county assessors.

1 **150-307-0800**2 **Vertical Housing Development Zone Program**3 **(1) Definitions**

4 (a) Certified project or project. "Certified project" or "project" means a multi-story development within a
 5 VHDZ that the city or county certifies as a vertical housing development project qualifying for a vertical
 6 housing partial property tax exemption under the Act based on a proposal and description from a project
 7 applicant that conforms to the city or county requirements. Certified projects approved by Business
 8 Oregon (formerly known as the Economic and Community Development Department of the state of
 9 Oregon or "OECDD") prior to November 4, 2005, continue as certified projects notwithstanding
 10 assumption of administration of the program by the city or county. Such prior OECDD certified projects
 11 continue to maintain their accompanying partial property tax exemptions throughout their original terms
 12 unless all or part of such certified projects are subsequently modified or decertified by the city or county.

13 (b) Core Area of urban center. "Core area of an urban center" or "core area" means the central business
 14 district or downtown area of a community of any size, whether or not that community is incorporated.
 15 While VHDZs need not include a core area of an urban center, an application to establish a VHDZ
 16 should identify whether or not the proposed VHDZ includes a core area and describe the core areas so
 17 included. Among other factors determined to be relevant by the city or county, the city or county may
 18 consider such information or the failure to provide same in determining the merits of the proposed
 19 VHDZ. It also may consider the core area's proximity and relationship to the needs and activities of
 20 VHDZ project residents. Core areas of urban centers typically consist of one or more of the following:

21 (A) An existing central business district or downtown area according to the jurisdiction's zoning
 22 ordinances, the U.S. Census Bureau, or comparable sources of definition or designation;

23 (B) A defined central city, regional center, town center, main street and/or a station community in the
 24 Portland Metro 2040 Regional Growth Concept or a nodal development area in the Eugene-Springfield
 25 Metropolitan Area Transportation Plan;



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- 1 (C) An area satisfying the definition for a commercial node, commercial center, community center,
2 special transportation area or urban business area in the Oregon Highway Plan;
- 3 (D) A transit-oriented development or pedestrian/restricted-access district in the acknowledged
4 comprehensive plan of the jurisdiction; or
- 5 (E) A similar type of area under official criteria, designation or standards.
- 6 (c) Equalized Floor. "Equalized floor" means the quotient that results from the division of the total square
7 footage of a certified project, excluding land and ancillary improvements (as determined by the city and
8 county) by the number of actual floors of the non-ancillary improvements of the project that are at least
9 500 square feet per floor unless the city or county, in its discretion, increases the minimum square
10 footage or otherwise qualifies the actual floors of a project eligible to be used as a divisor in determining
11 the equalized floor quotient. Factors that the city or county may consider in determining whether or not
12 to increase the square footage minimum or to impose other conditions for a qualifying divisor floor
13 include, but are not limited to the following:
- 14 (A) The proximity of the actual floor under consideration to other floors in the project;
- 15 (B) The extent of construction or rehabilitation on the actual floor under consideration;
- 16 (C) The use intended for the actual floor under consideration;
- 17 (D) The availability of the actual floor under consideration for use by prospective project tenants;
- 18 (E) No partial property tax exemption will be awarded for a partial equalized floor of residential housing
19 and the maximum number of equalized floors in a project is four (4). Accordingly, the city or county will
20 determine the number of residential equalized floors in a project available for calculating a corresponding
21 property tax exemption by capping potential equalized floors at four and by rounding down to the next
22 complete equalized floor of residential housing. In other words, a certified project will contain exactly 1,
23 2, 3, or 4 residential equalized floors reflecting the number of complete equalized floors of residential
24 housing in a project up to the maximum four(4) equalized floors;



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- 1 (F) Land, patios, deck space, parking, and other ancillary improvements normally will not be included by
 2 the city or county in the determination of equalized floors. The city or county may include any or all of
 3 such space in its determination of equalized floors if it concludes that such space is critical for the
 4 viability of the project. Factors that the city or county may consider in reaching such a conclusion
 5 include, but are not limited to the following:
- 6 (i) The effect of such spaces upon the economic viability of the project;
- 7 (ii) The degree to which such spaces are integral to the habitability of residential housing in the project;
- 8 (iii) The benefit of such spaces with respect to the revitalization of the community in which the project is
 9 located; and
- 10 (iv) The degree to which inclusion of such spaces modifies the calculation of equalized floors.
- 11 (d) Non-residential Areas. "Non-residential areas" means square footage within a certified project used
 12 other than primarily for residential use or as common areas available primarily for residential use by
 13 residents of the residential housing within a certified project. Non-residential areas may include but are
 14 not limited to building features that are elements of construction including corridors, elevators, stairways,
 15 lobbies, mechanical rooms, and community rooms. Non-residential areas may include units designated as
 16 live-work spaces in accordance with local zoning requirements.
- 17 (e) Residential Areas. "Residential use" means regular, sustained occupancy of a residential unit in the
 18 project by a person or family as the person's or family's primary domicile, including residential units used
 19 primarily for transitional housing purposes, but not units and related areas used primarily as:
- 20 (A) Hotels, motels, hostels, rooming houses, bed & breakfast operations or other such temporary or
 21 transient accommodations; or
- 22 (B) Nursing homes, hospital-type in-patient facilities or other living arrangements, even of an enduring
 23 nature, where the character of the environment is predominately care-oriented rather than solely
 24 residential.



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1 **2. Local Taxing Districts and Zone Applications**

- 2 (a) To elect not to participate in a VHDZ, a district shall, within 45 days after the date on which proper
 3 written notification is mailed by the VHDZ applicant to the district advising of the application to form a
 4 VHDZ:
- 5 (A) Inform the VHDZ applicant in writing of its decision to opt out of the VHDZ designation; and
- 6 (B) Furnish to the VHDZ applicant a copy of a resolution or other appropriate official instrument duly
 7 adopted and issued by the governing body of the district affirming its decision to opt out of the VHDZ
 8 designation.
- 9 (b)(A) Not later than 30 days after filing the application with the city or county, and not later than 30
 10 days after receiving a notice provided in section (d), the VHDZ applicant must submit to the city or
 11 county, a final or supplemental statement, satisfactory to the city or county identifying the districts (if
 12 any) that have opted out of the VHDZ designation.
- 13 (B) The statement required in paragraph (2)(a) shall specifically list each district opting out of the VHDZ
 14 designation, together with a copy of the instrument(s) provided to the VHDZ applicant by each such
 15 district.
- 16 (C) Simultaneously with the submission of the statement in paragraph (2)(b)(A), the VHDZ applicant
 17 also shall send a copy of each statement by a district opting out of a VHDZ designation to the Special
 18 Districts Association of Oregon ("SDAO"), in Salem (Attn: 'Vertical Housing Development Zone') and to
 19 other affected districts within the proposed VHDZ that are not part of SDAO
- 20 (c) A district that fails to respond according to section 2(a) will be subject to the VHDZ designation and
 21 excluded from being listed as described in 2(b).
- 22 (d) A district that forms after the approval of a VHDZ may opt out of participating in a VHDZ. To opt
 23 out, the district must provide:



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1 (A) Written notice post-marked to the assessor and VHDZ applicant on or before July 1 of the first tax
2 year in which it would impose a tax on the project; and

3 (B) A copy of a resolution or other appropriate official instrument duly adopted and issued by the
4 governing body of the district affirming its decision to opt out of the VHDZ designation.

5 (e) The decision by a district to opt out of a VHDZ will be effective for the tax year that begins on the
6 next July 1, after notification to the county assessor by the city or county.

7 **3. Zone Designations**

8 (a) The city or county will send a copy of any designation of a VHDZ to the VHDZ applicant, the
9 Department of Revenue and to any affected county assessor(s) office. The city or county will include
10 with the notification to the county assessor:

11 (A) Copies of materials delineating the area of the VHDZ; and

12 (B) The name of any district that opted out of the VHDZ.

13 (b) Once designated, a VHDZ shall continue to exist indefinitely, except as provided otherwise in 150-
14 307-0800.

15 (c) The boundary of a VHDZ may be modified. To modify a VHDZ, the VHDZ applicant must apply for
16 such modification to the city or county in accordance with the same procedures established herein for the
17 approval of a VHDZ. A certified project will continue to have its associated tax exemptions throughout
18 the initial designated term of those exemptions, regardless of any subsequent modification of the VHDZ.

19 (d) VHDZ applicants may seek to have the city or county approve multiple VHDZs within their
20 jurisdictions.

21 (e) The boundaries of VHDZs may not overlap. A property may only be in one VHDZ.

22 **4. Municipally Sponsored Development Projects**



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- 1 (a) Cities and Counties may acquire or dispose of real property located in a VHDZ for the purpose of
 2 developing Projects. Property acquired by a city or county within a VHDZ may be sold by the city or
 3 county at real market value or, if it will prudently encourage the development of a Project, at a lesser
 4 value. This authority is in addition and without prejudice to any authority by a city or county that
 5 otherwise exists under the laws of this state to acquire or dispose of property.
- 6 (b)(A) Development of Projects may be undertaken by a city or county independently, jointly or in
 7 partnership with a private person or entity.
- 8 (B) Development of Projects also may be undertaken by private persons or entities acting independently
 9 of city or county ownership.
- 10 **5. Project Certification Applications; Criteria**
- 11 (a) Projects must be described in terms of entire tax lots. Projects may not include partial tax lots.
- 12 (b) For new construction projects to qualify for certification, the application must be delivered to the city
 13 or county before:
- 14 (A) The relevant permitting authority has issued a permanent certificate of occupancy; or
- 15 (B) If no certificate of occupancy is required, then occupancy otherwise is effectively prevented because
 16 the proposed certified project has not yet been completed.
- 17 (c) For rehabilitation projects to qualify for certification, the application must be delivered to the city or
 18 county at any stage of the rehabilitation, but not after rehabilitation work on the project is complete. The
 19 city or county may provide a preliminary certification of the project pending completion of the
 20 rehabilitation of the project. Notification of the project's completion, together with appropriate
 21 documentation of the actual costs of the rehabilitation and the real market value of the pre-rehabilitated
 22 project must be forwarded by the project applicant to the city or county within 90 days of project
 23 completion. The city or county may certify all or part of a rehabilitated project or of a project where the
 24 rehabilitation is still in progress as a certified project.



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- 1 (d) The project application must be submitted and received by the city or county on or before the new
2 construction residential units are ready for occupancy or the project rehabilitation is complete.
- 3 (e) To qualify to be a certified project, the rehabilitation of any existing improvement must substantially
4 alter and enhance the utility, condition, design or nature of the structure. In its application, the project
5 applicant must verify such substantial alteration and enhancement. The following actions, by themselves,
6 are not sufficient to satisfy this substantial alteration and enhancement requirement irrespective of cost or
7 implementation throughout a project:
- 8 (A) Ordinary maintenance and repairs;
- 9 (B) Refurbishment or redecoration that merely replaces, updates or restores certain fixtures, surfaces or
10 components; or
- 11 (C) Similar such work of a superficial, obligatory or routine nature.
- 12 (f) Unless an exception is granted by the city or county, projects "in progress" at the time of application
13 may include only costs incurred within six (6) months of the application date. Factors that the city or
14 county may consider in determining whether or not to grant an exception to the six (6)-month limitation
15 on costs include, but are not limited to the following:
- 16 (A) Delay due to terrorism or acts of God;
- 17 (B) Delay occasioned by requirements of the city or county;
- 18 (C) Resultant undue hardship to the project applicant;
- 19 (D) The complexity of the project; and
- 20 (E) The benefit of the project to the community.



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1

2 (g) A project, to qualify for city or county certification, must satisfy each of the following criteria:

3 (A) The project must be entirely located within an approved VHDZ;

4 (B) The project must be comprised of a multiple-story building, or a group of buildings, including at least
5 one multiple-story building, so that a portion of the project is to be used for non-residential uses and a
6 portion of the project is to be used for residential use;

7 (C) A portion of the project must be committed, to the city or county's satisfaction, for residential use
8 and a portion of the project must be committed, to the city or county's satisfaction, for use as non-
9 residential use.

10 (D) The commitment to non-residential use must be accomplished as follows:

11 (i) For a project site that has frontage on one public street, at least 50% of the project's public street-
12 fronting ground floor facades must be committed for non-residential use;

13 (ii) For a project site that has frontage on more than one public street, the developer must designate one
14 of the public streets as the project's primary public street. One-hundred percent (100%) of the project's
15 primary public street-fronting ground floor facades must be committed for non-residential use;

16 (iii) "Committed for non-residential use" means that all interior spaces adjacent to the public street-
17 frontage exterior facade are constructed to building code standards for commercial use, are planned for
18 commercial use and/or live-work use upon completion, or both;

19 (iv) For purposes of this rule, "public streets" include all publicly-owned streets, but does not include
20 alleys.

21 (v) For purposes of this rule, "live-work" spaces mean those areas within a project combining space for a
22 commercial or light manufacturing business allowed by local zoning code with a residential living space
23 for the owner of the business and space comprising that owner's household. Any live-work space is



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- 1 deemed to be committed for non-residential use under the program. The work portion of a live-work unit
2 must have direct access to street level entrances of the project.
- 3 (E) Each phase of a phased development, whether vertical or horizontal, will be treated as a separate
4 project for application purposes.
- 5 (F) Each project must be on its own independent legal tax lot(s).
- 6 (G) Construction or rehabilitation must be or have been undertaken with respect to each building or
7 associated structure included in the project, including but not limited to, additions that expand or enlarge
8 an existing building;
- 9 (H) The project application must be complete and fully satisfactory to the city or county;
- 10 (I) The project application must be received by the city or county on or before the residential units are
11 ready for occupancy (certificate of occupancy). For rehabilitation not involving tenant displacement, the
12 project application must be filed before the rehabilitation work is complete;
- 13 (J) Calculation of equalized floors is adequately documented;
- 14 (K) Documentation, satisfactory to the city or county, establishes the costs of construction or
15 rehabilitation of project land developments and improvements, as applicable; and
- 16 (L) The project square footage calculations do not include parking, patio, or porch areas unless these
17 elements can be demonstrated by project applicant to the satisfaction of the city or county that they are
18 economically necessary to the project and the city or county otherwise determines that it is appropriate to
19 grant an exception for the inclusion of any or all of such areas in the project;
- 20 (h) Certified projects with at least one equalized floor of low-income residential housing may qualify for
21 a partial property tax exemption with respect to the land contained within the tax lot upon which the
22 certified project stands, but will not qualify for a partial property tax exemption under the program for
23 land adjacent to or surrounding the certified project contained in separate tax lots. Excess or surplus land



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- 1 that is not necessary for the project, as determined by the city or county, will not be eligible for partial
2 exemption; and
- 3 (i) Low-Income residential housing units in the certified project must continue to meet the income
4 eligibility requirements for the definition of low-income residential housing for the entire period for
5 which the vertical housing project is certified.
- 6 **6. Partial Property Tax Exemptions for Certified Projects**
- 7 (a) In order to receive a partial property tax exemption, the Certified Project owner, the Project Applicant
8 or other person responsible for the payment of property taxes on the Certified Project must notify the
9 county assessor of the county in which the Certified Project exists, that the Project has been approved by
10 the city or county as a Certified Project and qualifies for a partial property tax exemption.
- 11 (b) The notification described above in section 6(a) must be delivered to the county assessor in writing on
12 or before April 1 preceding the first tax year for which the partial property tax exemption is sought.
- 13 (c) Except as modified by section 6(d) and (e) of this rule, the exemption applies to the Construction or
14 Rehabilitation of real property improvements associated with the Certified Project or the inclusion of
15 affordable housing on the Certified Project, in each of the tax years for which the exemption is available,
16 including but not limited to land development.
- 17 (d) The property exemption rate equals 20 percent (0.2) multiplied by the number of fully Equalized
18 Floors (among all associated buildings exempt in that year), up to but not exceeding four such Equalized
19 Floors, that are:
- 20 (A) For Residential Use; and
- 21 (B) Constructed or Rehabilitated as part of the Vertical Housing Development Project. For purposes of
22 calculating the partial property exemption, the Equalized Floor quotient is rounded down to whole
23 numbers reflecting only fully Equalized Floors up to a maximum of four such Equalized Floors.



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- 1 (e) Consistent with section 6(b), the partial property tax exemption on a Certified Project is available for
 2 ten consecutive tax years beginning with the first tax year in which, as of the assessment date, the Project
 3 is occupied or ready for occupancy following its approval by the city or county as a Certified Project.
- 4 (f) If during the period of partial tax exemption, any part of a Project dedicated for Residential Use is
 5 converted to or used as Non-Residential Area, the county assessor and the city or county shall be notified
 6 by the Project owner of such change. Similarly, the county assessor and the city or county shall be
 7 notified in writing by the Project owner if any part of a Project dedicated to Low-Income Residential
 8 Housing is converted to other purposes or otherwise used in a manner that does not comply with Low-
 9 Income Residential Housing requirements.
- 10 (g) In order to receive partial property tax exemption with respect to a Certified Project, the Certified
 11 Project owner shall apply to the county assessor of the county in which the Project exists. Upon written
 12 application for partial exemption to the appropriate county assessor, the Certified Project owner will
 13 provide the county assessor:
- 14 (A) A letter specifically requesting the partial tax exemption in accordance with the Certified Project
 15 approval certification;
- 16 (B) A copy of the final Project application for certification,
- 17 (C) A copy of the Certified Project approval certificate issued by the city or county,
- 18 (D) A copy of the certificate(s) of occupancy for the entire Certified Project; and,
- 19 (E) Such fee(s), if any, as the county assessor may require.
- 20 (h) The certificate of occupancy or temporary certificate of occupancy must be dated prior to January 1
 21 of the assessment year for which the exemption is requested.
- 22 (i) The written application for exemption must be made to the county assessor on or before April 1 of the
 23 assessment year for which the exemption is sought and the exemption will be effective for the first year
 24 for which the partial property tax exemption is available and for the next nine consecutive tax years.



ADMINISTRATIVE RULE REVIEW

	Rule No. 150-307-0800	
New Rule	Page Page 12 of 12	Last Revised Date August 6, 2018
Permanent Rule	NOTICE OF INTENDED ACTION	
	Bulletin Dated November 2018	Hearing Scheduled November 22, 2018

PURPOSE: 2017 legislation transferred administration of the Vertical Housing Development Zone (VHDZ) program from Oregon Housing and Community Service (OHCS) to cities and counties. Due to the result of 2017 statute change, OHCS has taken steps to repeal all the rules it promulgated to administer the VHDZ program. This new rule retains and rewrites some of their rules according to the language change of the statute as some of the rules would remain helpful to administer the VHDZ program for the cities, counties and county assessors.

1 (j) If all or a portion of a Certified Project is decertified by the city or county, that portion of the Certified
 2 Project shall be disqualified from partial property tax exemption as set forth in the notice of
 3 decertification.

4 **Stat. Auth.:** ORS 305.100

5 **Stats. Implemented:** ORS 307.841-307.867

6



**2019
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 and to the public health, 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 dedicated efforts of public works professionals, who are technicians, utility workers, engineers, managers, inspectors, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our City’s transportation, water supply, wastewater treatment, and storm water systems, public buildings, natural resources and other structures and facilities essential for our citizens; and,

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

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, it is recognized this year’s theme is “It Starts Here”.

NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville in the State of Oregon, hereby proclaim May 19-25, 2019 to be

PUBLIC WORKS WEEK

in Wilsonville and encourage all Wilsonville citizens to pay tribute to our public works professionals and recognize the substantial contributions they make to protecting our City’s health, safety, and quality of life.

Signed this 20th day of May, 2019

Mayor Tim Knapp

2019-2021 City Council Goals

Key Performance Areas

Several years ago, the City Council identified 12 Key Performance Areas that have served as a focal point for organizational initiatives and City Council Goals. As the group has worked together, those 12 Key Performance Areas have not always had Council Goals nested within them. The 2017-2019 Goals are captured in five key performance areas.

2015-2017 Key Performance Areas	2017-2019 Key Performance Areas
<ul style="list-style-type: none"> • Quality Education • Fiscal Discipline • Environmental Stewardship • Clear Vision and Community Design • Thoughtful Land Use • Well-Maintained Infrastructure • Community Amenities and Recreation • Welcoming Engaged and Satisfied Residents • Multi-Modal Transportation Network • Safe, Healthy, and Aesthetically Pleasing Community • Economic Development • Regional Awareness and Influence 	<ul style="list-style-type: none"> • Create a Safe, Livable Community While Promoting an Active and Connected Way of Life • Enhance Tourism and Promote Arts and Culture • Ensure Protection of our Environment and Natural Resources • Invest in Infrastructure and Technology. Be a Hub for Economic Activity and Innovation • Administrative Initiatives

Council was asked to consider the prior 12 Key Performance Areas and the five used for 2017-2019 then determine what “big categories of things must go well” in order to ensure Wilsonville’s success in the future.

2019-2021 Key Performance Areas

- Organizational Excellence and Continuous Improvement
- Stewardship of the Environment and Natural Resources
- Effective Governance and Regional Influence
- Safe, Livable, and Engaged Community
- Thoughtful, Inclusive Built Environment
- Strategic Economic Development and Community Prosperity
- Arts Culture and Community Amenities
- Expand and Maintain High Quality Infrastructure

Goals and Priorities

The Council then identified goals and priorities they want to focus on using the eight Key Performance Areas. After identifying several potential initiatives, the Council determined priorities for 2019-2021 Carryover priorities were identified and several administrative directives were captured in the category of “Excellence and Continuous Improvement.” Within the other seven Key Performance Areas, any initiative that received the support of four or more Councilors is a HIGH priority; three Councilors is a TOP priority; two Councilors is under OTHER priorities.

Key Performance Area	Council Priorities
<p>Organizational Excellence and Continuous Improvement <i>(These are Administrative Directives or Implementation Initiatives and did not require prioritization.)</i></p>	<ul style="list-style-type: none"> • Complete Kinder-Morgan safety enhancements • Complete the preliminary work necessary to begin soliciting bids on Phase 1 of the Boone Ferry/Brown Farm Road project • Implement the Town Center Master Plan • Implement the Wayfinding Program • Implement the Street Tree Replacement Program • Policy directives: <ul style="list-style-type: none"> ○ Promote farm and forest land protection ○ Strive to make new City buildings LEED certified ○ Encourage civic involvement of youth ○ Encourage Clean Industry ○ Engage the community on important issues (Town Halls, etc.) • Capital Projects: <ul style="list-style-type: none"> ○ Build Garden Acres Road ○ Build Old Town Escape
<p>Stewardship of the Environment and Natural Resources</p>	<p>Council Goal:</p> <ul style="list-style-type: none"> • Reduce, monitor, and report on the use of toxins by the City of Wilsonville
<p>Effective Governance and Regional Influence</p>	<p>Council Goals:</p> <ul style="list-style-type: none"> • Advocate for expanded travel choices in the I-5/WES Corridor • Advocate for building Boone Bridge Facility Plan on I-5 • Develop a process, timeline and recommendation for Council compensation
<p>Safe, Livable, and Engaged Community</p>	<p>Carryover Council Goal:</p> <ul style="list-style-type: none"> • Complete the equitable housing study and develop affordable housing strategies
<p>Thoughtful, Inclusive Built Environment</p>	<p>Council Goals:</p> <ul style="list-style-type: none"> • Research and explore new residential codes to accommodate electric vehicle charging • Evaluate parking strategies and policies to reduce conflict • Initiate dialogue with property owners at Arrowhead Creek to develop a long-term land use and development strategy • Develop funding strategies and a plan to construct the French Prairie Bridge

Key Performance Area	Council Priorities
Strategic Economic Development and Community Prosperity	<p>Council Goal:</p> <ul style="list-style-type: none"> • Create a Basalt Creek Master Plan
Arts Culture and Community Amenities	<p>Carryover Goals:</p> <ul style="list-style-type: none"> • Install interpretive signage for the Beauty and the Bridge and on mosaic architectural features; inventory all public art with interpretive recognition • Explore the establishment of an Arts and Culture Commission based on the results of the Arts and Culture Commission Study and develop a strategy to reinstitute the Sculpture program <p>Council Goals:</p> <ul style="list-style-type: none"> • Explore options for adding additional resources to elevate the city’s efforts around arts and culture, including the possibility of adding staffing • Build a safe kayak entry to the river • Site and fund a new community garden and continue efforts to promote more bee friendly habitat
Expand and Maintain High Quality Infrastructure	<p>Council Goals:</p> <ul style="list-style-type: none"> • Complete conceptual design and funding plan for a new, consolidated Public Works Facility • Obtain boundary adjustment for SMART to align with the City limits • Develop strategies for building the I-5 Bike/Pedestrian Bridge to Town Center

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2019

Items known as of 05/16/19

May

DATE	DAY	TIME	EVENT	LOCATION
5/22	Wednesday	6:30 p.m.	Library Board	Library
5/30	Thursday	6:30 p.m.	DRB Panel B - Tentative	Council Chambers
5/28	Tuesday	6:00 p.m.	Budget Committee Meeting	Council Chambers
5/29	Wednesday	6:00 p.m.	Budget Committee Meeting (if needed)	Council Chambers

June

DATE	DAY	TIME	EVENT	LOCATION
6/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
6/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
6/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
6/17	Monday	7:00 p.m.	City Council Meeting	Council Chambers
6/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
6/26	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 5/25** Korean War Veterans Association Memorial Day Program at Town Center Park, 11:00 a.m.- noon
- 5/27** City Offices closed in observance of Memorial Day
- 5/28** History Pub at Wilsonville McMenamins' Old Church, 6:30 p.m. - 8:00 p.m.
- 6/4** French Prairie Bridge Task Force Meeting at City Hall, 6:00 p.m. – 8:00 p.m.
- 6/5** Walk at Lunch meet at Next Level Chiropractic, 11:45 a.m.
- 6/12** Walk at Lunch meet at Al's Garden and Home, 11:45 a.m.
- 6/19** Walk at Lunch meet at American Family: Kyle Bunch, 11:45 a.m.
- 6/21** Mother & Son Night Out at Memorial Park River Shelter, 6:00 p.m. – 8:00 p.m.
- 6/22** Korean War Veterans Remembrance Ceremony at Town Center Park, 10:30 a.m.
- 6/25** History Pub at Wilsonville McMenamins' Old Church, 6:30 p.m. - 8:00 p.m.
- 6/26** 30 Years of Service & Electric Bus Celebration at Transit Center, 4:00 p.m.
- 6/19** Walk at Lunch meet at OCCU, 11:45 a.m.
- 7/4** City Offices closed in observance of Independence Day
- 7/10** Walk at Lunch meet at Nichols Family Agency: Allstate Insurance, 11:45 a.m.

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



CITY COUNCIL STAFF REPORT

Meeting Date: May 20, 2019	Subject: Resolution No. 2744 Belnap Court & Morey Court Outfall Restoration Project (Willamette River Storm Outfall Repairs, CIP # 7053) Staff Member: Patty Nelson, City Engineer and Kerry Rappold, Natural Resources Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Staff is requesting Council approve Resolution No. 2744 authorizing the City Manager to execute a Construction Contract with Moore Excavation, Inc. in the amount of \$1,022,919.00 for construction of the Belnap Court & Morey Court Outfall Restoration Project (“Project”). This Project is part of the larger Willamette River Storm Outfall Repairs project.

EXECUTIVE SUMMARY:

Construction Bids were opened for the Belnap Court & Morey Court Outfall Restoration Project on April 25, 2019. Construction items include rebuilding two stormwater outlets to current standards by installing a combined length of about 850 feet of pipe, installing eight manholes, construction of energy dissipation systems, repairs to public roadways/sidewalks/curbs, reconstruction of two storm channels, plant restoration, and mitigation of slopes and areas disturbed during construction. Three bids were received, with Moore Excavation, Inc. determined to be the lowest responsive bid at \$1,022,919.00.

EXPECTED RESULTS:

This Project will complete construction repairs to the above described stormwater outfall locations.

TIMELINE:

Pending receipt of signed contracts, bonds, and insurance certificates, construction is scheduled to begin in June and be substantially completed by November 30, 2019.

CURRENT YEAR BUDGET IMPACTS:

The construction contract will be executed in the amount of \$1,022,919. Sufficient stormwater operating and SDC dollars were budgeted within FY 18/19 and the proposed FY 19/20 budget to fund this Project.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 5/10/2019

This contract will account for the remaining available construction budget for this project, which is included in the budgets for FY2019 and FY2020.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/15/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Project # 7053 will repair erosion that has occurred on HOA and private property at these stormwater outfalls due to the release of public stormwater. The City will acquire an additional stormwater easement from two of the private property owners at no additional cost.

ALTERNATIVES:

Various alternatives were discussed during initial design work at this outfall. Current project design is a result of meetings and correspondence between City Staff, design consultants, Morey's Landing HOA, private homeowners, Army Corps of Engineers and Oregon Department of State Lands.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2744
 - A. Construction Contract
2. Bid Summary Sheet

RESOLUTION NO. 2744

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR CONSTRUCTION OF BELNAP COURT & MOREY COURT OUTFALL RESTORATION PROJECT (WILLAMETTE RIVER STORM OUTFALL REPAIRS).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #7053, known as Willamette River Storm Outfall Repairs (the Project); and

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

WHEREAS, Moore Excavation, Inc. submitted a bid for the Project on April 25, 2019 for \$1,022,919.00, and this was subsequently evaluated as the lowest responsive bid.

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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into, on behalf of the City of Wilsonville, a Construction Contract with Moore Excavation, Inc. for a stated value of \$1,022,919.00.
2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of May 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Exhibit:

A. Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #7053)
WILLAMETTE RIVER STORM OUTFALL REPAIRS**

This Construction Contract (“Contract”) for the Willamette River Storm Outfall Repairs Project (“Project”) is made and entered into on this ____ day of May 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Moore Excavation, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid; Drawings; Project Specifications; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction, and Special Provisions to ODOT Standards; 2015 City of Wilsonville Public Works Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than November 30, 2019 and at Final Completion by December 31, 2019. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a unit price not to exceed amount of ONE MILLION TWENTY-TWO THOUSAND NINE HUNDRED NINETEEN AND NO/100 DOLLARS (\$1,022,919) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing and rates are set forth on **Exhibit B**, attached hereto and incorporated by reference herein. Unit prices are as more particularly described in the Contract Documents.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a

reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Section 8.2**, the Contract Price includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees required to perform the Work on the Project.

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

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2019, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers

affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

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

authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.2**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 14. Contractor's Responsibilities

Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract. This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.1. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

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

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

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

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

14.6. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended;

(c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

14.13. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The

rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

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

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

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

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

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

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

14.18. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.16.1, 14.16.2, and 14.16.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

14.20. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice

in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

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

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

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

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

Section 15. Subcontractor Requirements

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

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

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 16. Environmental Laws

16.1. Contractor shall perform all Work in compliance with permits for the Project issued by the US Army Corp of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, and shall maintain a copy of these permits on the job site at all times.

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

FEDERAL AGENCIES:

Forest Service

Defense, Department of

Environmental Protection Agency

Bureau of Sport Fisheries and Wildlife

Bureau of Land Management

Bureau of Reclamation

Occupational Safety and Health Administration

Coast Guard

Agriculture, Department of

Soil Conservation Service

Army Corps of Engineers

Interior, Department of

Bureau of Outdoor Recreation

Bureau of Indian Affairs

Labor, Department of

Transportation, Department of

Federal Highway Administration

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 18. Insurance

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

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

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA")

clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

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

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

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

Section 19. Bonding Requirements

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

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

19.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with ***Public Works Standards Section 201.10.03***. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

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

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

Section 20. Warranty

20.1. Contractor shall fully warranty all Work, including but not limited to all plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling,

washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

21.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

Section 22. Suspension of Work

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

Section 23. Substantial Completion, Final Completion, and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the facilities are fully functional and may be utilized with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before November 30, 2019 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Sections 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Hundred Dollars (\$100) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion. However, liquidated

damages shall be Five Hundred Dollars (\$500) per day for any and all in-water work , as set forth in the permits issued by the Oregon Department of State Lands and the U.S. Army Corps of Engineers, not completed by **October 15, 2019**.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2019, or any written extension thereof granted by the City, Contractor shall pay the City Five Hundred Dollars (\$500) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 24. Contract Modification/Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the

Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Contractor may include Contractor's work in its promotional materials. Drawings may bear a disclaimer releasing Contractor from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

27.2. Contractor shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all Work performed by Contractor pursuant to this Contract without the express written permission of Contractor.

Section 28. Notices

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

To City: City of Wilsonville
Attn: Steve Adams
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Moore Excavation, Inc.
Attn: _____
5501 NE 223rd Avenue
Fairview, OR 97024

Section 29. Miscellaneous Provisions

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

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

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

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

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

29.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

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

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

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

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

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

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

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

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

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

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

29.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by

each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

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

CONTRACTOR:

CITY:

MOORE EXCAVATION, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

BID SUMMARY

BELNAP CT & MOREY CT OUTFALL RESTORATION
OWNER: CITY OF WILSONVILLE
OPENING DATE: APRIL 25, 2019 @ 2:00 PM

ENGINEERS ESTIMATE: \$781,155

PREPARED BY: CITY OF WILSONVILLE

Order Opened	Bidder:	Envelope marked: (y/n)	First Tier Sub-Con. (y/n)	Bid Security (10%)		Prop. Items #11-18 (pg. I-13) (y/n)	Adden. 1-5 (pg. I-15) (y/n)	Signature (pg. I-15) (y/n)	Prop. Signed (y/n)	Bid Bond (pg. I-13) (y/n)	Bid Amount: (pg. A4)	Appar. Status:
				Amount	Type							
	Engineer's Estimate										\$781,155.00	
1	Braun Construction & Design, LLC										\$1,026,170.50	2
2	Elting Northwest										\$1,113,752.50	3
3	Moore Excavation, Inc.										\$1,022,919.00	1



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 20, 2019	Subject: Ordinance No. 816 – 1st Reading Repeal and Replace Chapter 11 of the Wilsonville Code Staff Member: Patty Nelson, City Engineer; Chris Neamtzu, Community Development Director; Cathy Rodocker, Finance Director and Amanda Guile-Hinman, Assistant City Attorney Department: Engineering/Finance/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: May 20, 2019 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: May 20, 2019 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: June 3, 2019 <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 type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Adoption of revisions to Chapter 11 of the Wilsonville Code concerning system development charges and other “housekeeping” items.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 816 on first reading.		
Recommended Language for Motion: I move to approve Ordinance No. 816 on first reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to adopt changes to Chapter 11 of the Wilsonville Code (“WC”) regarding revisions and updates to Chapter 11 of the Wilsonville Code regarding system development charges (“SDCs”) and other fees.

EXECUTIVE SUMMARY:

In 2018, the League of Oregon Cities updated its model SDC code. That publication prompted City staff to examine Wilsonville Code (WC) Chapter 11, “Fees,” to determine whether the SDC provisions and other sections within Chapter 11 needed updating. Upon examination, City staff found several provisions that needed to be updated and as well as other updates to provisions that have proven to be problematic. The last revision to Chapter 11 occurred in 1994.

This staff report provides information and proposes key revisions to Chapter 11 of the Wilsonville Code regarding SDCs and explains revisions made to the proposed Chapter 11 since the City Council work session held on March 19, 2019 (*see* Item 4 below regarding installment payments). As part of the revisions to the SDC section of the Wilsonville Code, staff also reviewed the remainder of Chapter 11 for any outdated provisions, grammar, or other “housekeeping” matters.

When establishing rules to govern the creation of SDC methodologies and the collection of SDCs, the City must comply with Oregon Revised Statutes (ORS) 223.297 through 223.314. These statutes provide the framework for establishing, collecting, and using SDCs. However, they do not address some key provisions that are included in the proposed revised Chapter 11.

1. When SDCs Are Calculated

Staff recommends clarifying when SDCs are calculated for a particular development since SDC methodologies may change while a development is “in the pipeline.”

Chapter 11 currently does not state when SDCs are calculated. Generally, staff have “locked in” SDC methodologies that will be used to calculate SDCs at the time a building permit application is submitted. Proposed WC 11.030(3) clarifies the policy for developments requiring building permits by stating that the “lock in” of SDC rates occurs when a building permit is “deemed complete” by the City. For all other required SDC collection under WC 11.080, the methodologies in effect at the time the SDCs are due and payable will be utilized. In other words, if an applicant does not require a building permit but requires some other type of permit, the SDCs will be calculated using the methodology in effect when the applicant must pay the SDCs.

At the March 19, 2019 work session, Council asked the timing between when an application is received to when it is “deemed complete.” The standard length of time is one week.

2. When SDCs Are Due and Payable

Under the current WC 11.040(7)(a), the payment of SDCs are required at the time of the issuance of a building permit but staff proposed to further clarify the types of permits that may require the payment of SDCs beyond a building permit and to include the ability for staff to assess SDCs if there is a change in usage. For example, if a warehouse will instead be used as a gathering place but no changes to the structure are made, there may be reason for additional transportation SDCs because of additional traffic to the site and on City roads. The draft language can be found in proposed WC 11.080.

3. Applicability of SDC Credits/Refunds

Staff recommend clarifying that the City will not refund SDC payments or otherwise reimburse a developer for the payment of SDCs unless there is a clerical error, or reimbursement is allowed under WC 11.100(6)(b). The draft language regarding SDC credits is in proposed WC 11.100 and the language regarding refunds is in proposed WC 11.130.

Staff propose a new process for handling SDC credits where the applicant/developer provides certain information to the City regarding a qualified public improvement (such as an oversized sewer pipeline or a regional park) that the City verifies. Once a qualified public improvement is constructed and inspected, and costs are verified by the City, the City will issue a SDC credit certificate that the applicant/developer will bring to the City when permits are issued to allow the applicant/developer to apply the credit against the applicable SDCs (i.e., credit from oversizing a sewer pipe can only be used on Sewer SDCs). This SDC credit process is explained in proposed WC 11.100.

WC 11.100(6)(b) allows the City, in its sole discretion, to offer a refund check for SDCs previously paid by a developer if the City requests that the developer construct a qualified public improvement. This is an exception that staff recommend the City only utilize when significant off-site infrastructure is requested by the City from an applicant that is only developing one or up to a few sites where the ability to use credits within a ten-year timeframe is unlikely. For example, if a commercial business is adding some office space to its current site and the City wants the applicant to provide additional street improvements, the City may elect to utilize WC 11.100(6)(b) rather than issuing a credit certificate.

If an applicant cannot use the entire value of the SDC credit in the particular development, the applicant can carry-forward the SDC credits to use the remaining SDC credits on a future project; however, the SDC credit is only good for ten (10) years from the date the SDC credit certificate is issued. The draft language regarding credit carry-forward is in proposed WC 11.100(7). The applicant can also transfer SDC credits to another applicant/developer, though doing so will reduce the SDC credits by 25%. See proposed WC 11.100(6)(a).

4. Installment Payments – New Proposed Revisions

Currently, WC 11.040(7)(d) and (e) allow an applicant to apply for a deferral or installment payment agreement to pay SDCs over time or at a later date. After the March 19, 2019 City Council work session on this item, Staff revised the installment payment provision, but still removed the ability to allow for deferral of payments.

a. Installment Payments

At the March 19, 2019 City Council work session, Council asked staff to review the proposed exclusion of the installment/deferral payment provisions in Chapter 11. Staff reviewed SDC Code provisions of surrounding cities (Lake Oswego, Tualatin, Tigard, Salem, and Portland). None had a provision like current WC 11.040(7)(d) and (e). Staff then reached out to various cities to inquire about examples of installment payments the other cities have recently done. Tigard, Tualatin, and Lake Oswego responded stating that they had no record of any installment agreements for the payment of SDCs.

In order to provide a mechanism for businesses or homeowners to enter into an installment agreement with the City, Staff revised current WC 11.040(7)(d) regarding installment payment and included it in the proposed WC 11.080(6). Proposed WC 11.080(6) allows an applicant to enter into an agreement for installment payments with the City for up to \$100,000. The provision requires Council approval for any installment payment agreement so that Council can make determinations about whether an applicant should be able to pay in installments.

The provision also sets key terms, such as the interest rate, term (two years), lender approval of the resulting lien, and recording the lien against the property.

b. No Deferrals

Staff recommend not including the option for deferral of SDCs. First, the installment payment option allows flexibility while still ensuring that SDC funds are continuing to be funded. Second, there is more risk in a deferral agreement that an unsuccessful business could ultimately pay no SDCs for its development. Third, with both installment payments and deferrals, a likelihood of underfunding the SDC funds is possible because the payments are received at a later date when market conditions can change. Installment payments decrease the risk of this by requiring bi-annual payments, while a deferral agreement does not.

5. ADUs

Building Division Administrative Policy #09-1, dated December 9, 2009, established a policy of waiving SDCs for accessory dwelling units (ADUs). With the passage of Senate Bill (SB) 1051 (2017), staff have received guidance from the Oregon Department of Conservation and Land Development (DLCD) that cities should waive, or at least, reduce SDCs for ADUs to meet one of the purposes of SB 1051, which is to encourage ADUs as a housing source.

Staff recommend that the Council codify a policy regarding ADUs within Chapter 11. As stated, the guidance from DLCD is to waive or reduce SDCs for ADUs, so staff drafted WC 11.090(1) to waive SDCs for ADUs, consistent with current City policy.

6. When Appeal of SDCs Commences

Under the current WC 11.040(10) governing appeals of SDCs, the time to appeal the assessment of SDCs is within ten (10) business days of the date of a decision made by the City Manager or his/her designee under Section 11.040(1) through (11). This has been applied to mean the date that the City Manager or designee decides the amount of the SDCs to be assessed, which occurs when the permit that triggers payment of the SDCs is issued.

Staff recommend clarifying the date from which the appeal period runs by expressly tying it to the date the permit is issued. The draft language regarding appeals is found in proposed WC 11.150.

7. Other “Housekeeping” Matters

Staff also reviewed the remainder of WC Chapter 11 to remove outdated Code language and to update other provisions to current City policy. Below is a summary of the proposed changes to WC Chapter 11:

Current Section	Code	New Section	Code	Action Proposed by Staff	Reason for Action
WC 11.000 – Boundary Change		N/A		Delete Section	Outdated – Boundary Commission referenced in current Code no longer exists.
WC 11.010 – Search of City Lien Docket		WC 11.200		Renumbered Section and clarified payment	More logical structure for Chapter 11; prior listed payment (\$5) not in line with current expense of docket search.
WC 11.020 – Land Use and Site Development Fees		WC 11.300		Renumbered Section and removed prior WC 11.020(2)	More logical structure for Chapter 11; removed 11.020(2) because not used by City.
WC 11.030 – Waiver of Fees		N/A		Delete Section	Advise against allowing waiver of fees or reimbursement because may be used years after payment and money spent by City. Generally not used by City.
WC 11.040 – Definitions (SDC Section)		WC 11.000		Revised and renumbered, as explained above	Moved SDC Section to beginning of Chapter because it may be the most-referenced Section.
WC 11.050 – Park Development Fees		WC 11.400		Renumbered Section	More logical structure for Chapter 11; deleted charges regarding development because covered under SDC section.

EXPECTED RESULTS:

Clearer standards for establishing, collecting, and expending SDCs.

TIMELINE:

A public hearing on revisions to Chapter 11 is currently scheduled for May 20, 2019, with a second reading scheduled for June 3, 2019. Staff recommend setting the effective date for July 31, 2019 to allow for public outreach and staff training for handling SDC credit certificates.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 5/14/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/15/2019

This review was requested by the prior Community Development Director and Finance Director with legal's agreement that the language needs to be updated for current conditions, looking at the model SDC code drafted by the League of Oregon Cities and codes of several other metropolitan cities.

COMMUNITY INVOLVEMENT PROCESS:

Staff included information in the May and June Boones Ferry Messenger, in addition to standard public posting for a public hearing.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Clearer standards for applicants and developers regarding the payment of SDCs and how to apply for and use SDC credits.

ALTERNATIVES:

Retain Chapter 11 as currently drafted.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Ordinance No. 816
- B. Redline showing the changes (installment payment section addition) between March 19, 2019 draft of Chapter 11 and current draft of Chapter 11

ORDINANCE NO. 816

AN ORDINANCE OF THE CITY OF WILSONVILLE REPEALING AND REPLACING WILSONVILLE CODE CHAPTER 11 – FEES.

WHEREAS, the State of Oregon prescribes the general requirements for collection of systems development charges (SDCs) for capital improvement projects pursuant to Oregon Revised Statutes (ORS) 223.297 through 223.314; and

WHEREAS, Chapter 11 of the Wilsonville Code (WC) governs the City’s collection of certain fees, including SDCs; and

WHEREAS, WC Chapter 11 has not been amended since 1994; and

WHEREAS, in addition to the SDC provisions in Chapter 11, other provisions are outdated or obsolete;

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Wilsonville Code Chapter 11, Fees, is repealed and replaced with Attachment 1, attached hereto and incorporated by reference as if fully set forth herein.
3. The City Recorder shall conform these amendments to the City’s code format and correct any scrivener’s errors.
4. This Ordinance shall become effective on July 31, 2019.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the ____ day of _____, 2019, and scheduled for a second reading at a regular meeting of the Council on _____, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of _____, 2019, by the following votes: Yes: ____ No: ____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____, 2019.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

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

Attachments:

- Attachment 1 – Chapter 11, System Development Charges

WILSONVILLE CODE

CHAPTER 11 – FEES

SYSTEM DEVELOPMENT CHARGES

- 11.000 Purpose
- 11.010 Scope
- 11.020 Definitions
- 11.030 System Development Charge Established
- 11.040 Methodology
- 11.050 Authorized Expenditures
- 11.060 Expenditure Restrictions
- 11.070 Improvement Plan
- 11.080 Collection of Charge
- 11.090 Exemptions
- 11.100 Credits
- 11.110 Notice
- 11.120 Segregation and Use of Revenue
- 11.130 Refunds
- 11.140 Implementing Regulations; Amendments
- 11.150 Appeal Procedure
- 11.160 Prohibited Connection
- 11.170 Penalty
- 11.180 Severability
- 11.190 Classification

CITY LIEN DOCKET SEARCH

- 11.200 Fee for Search of City’s Lien Docket

LAND USE AND SITE DEVELOPMENT

- 11.300 Land Use and Site Development Fees

PARK USE

- 11.400 Park Use Fees

SYSTEM DEVELOPMENT CHARGES

11.000 Purpose. The purpose of the System Development Charge (SDC) is to impose an equitable share of the public costs of Capital Improvements for water, sewers and wastewater drainage, streets, flood control, and parks upon those parties undertaking Developments and redevelopments that add to the need for or increase the demands on all or any of the foregoing.

11.010 Scope. The System Development Charges imposed by this Chapter 11 are separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, exaction, dedication, or fee otherwise provided by law or imposed as a condition of Development approval application.

11.020 Definitions. For purposes of this Chapter 11, the following terms are defined as follows:

(1) “Applicant” means the party who applies for a permit listed in WC 11.080 below who is subject to SDCs because the Applicant’s Development creates the need for or increases the demands on the City’s sewer, water, stormwater drainage, parks, and/or transportation systems.

(2) “Business Days” means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.

(3) “Capital Improvement” means public facilities or assets used for the following:

(a) Water supply, treatment, and distribution;

(b) Wastewater collection, transmission, treatment, and disposal;

(c) Stormwater system for collection, treatment, drainage, transmission, and flood control;

(d) Transportation, including, but not limited to, streets, sidewalks, bicycle lanes, multi-use paths, street lights, traffic signs and signals, pavement markings, street trees, swales, public transportation, vehicle parking, and bridges; or

(e) Parks and recreation, including, but not limited to, community parks, public open space and trail systems, recreational buildings, courts, fields, and other like facilities.

(4) “Capital Improvement” does not include costs of the operation or routine maintenance of Capital Improvements.

(5) “City Manager” means the City Manager for the City of Wilsonville or the City Manager’s duly authorized representative.

(6) “Community Development Director” means the Community Development Director for the City of Wilsonville or the Community Development Director’s duly authorized representative.

(7) “Development” means all improvements on a site, including buildings, other

structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities, any building permit resulting in increased usage of Capital Improvements, and any new connection or increased size connection for a Capital Improvement. Development includes the redevelopment of property. Development also includes improved open areas such as plazas and walkways but does not include natural geologic forms or unimproved lands.

(8) “Qualified Public Improvement” means a Capital Improvement that is required as a condition of Development approval, identified in a plan and list adopted pursuant to WC 11.070 and either:

- (a) Not located on or continuous to property that is the subject of Development approval; or
- (b) Located in whole or in part on or contiguous to property that is the subject of Development approval and required to be built larger or with greater capacity than is necessary for the particular Development project to which the Improvement Fee is related.

(9) “System Development Charge” (“SDC”) means:

(a) A Reimbursement Fee (defined in (ii) below), an Improvement Fee (defined in (i) below), or a combination thereof, assessed or collected at the time of increased usage of a Capital Improvement or the issuance of a Development permit, building permit, or connection to the Capital Improvement.

- i. “Improvement Fee” means a SDC for costs associated with Capital Improvements to be constructed after the date the fee is adopted pursuant to Section 11.030 of this Chapter 11.
- ii. “Reimbursement Fee” means a SDC for costs associated with Capital Improvements already constructed, or under construction when the fee is established, which the City Council determines can be equally imposed.

(b) The portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the City for its average cost of inspecting and installing connections with water and sewer facilities.

(10) “System Development Charge” does not include any fees assessed or collected as part of a Local Improvement District or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land use decision, or limited land use decision.

11.030 System Development Charge Established.

(1) SDCs will be established and may be revised by resolution of the City Council. The resolution will set the amount of the SDC through a methodology developed pursuant to Section 11.040, the type of permit to which the charge applies, and, if the charge applies to a

geographic area smaller than the entire city, the geographic area subject to the charge. Changes in the SDCs shall also be adopted by resolution, except those changes resulting solely from inflationary cost impacts. Inflationary cost impacts shall be based on the yearly changes to the applicable index established each March 1; any changes measured and calculated by the Community Development Director will be implemented each July 1 and charged accordingly. Such calculations will be based upon Pacific Northwest Construction cost changes in the Engineering News Record Construction Cost Index (ENR Index) as represented by the City of Seattle, Washington, or other index that replaces the ENR Index. Notwithstanding the foregoing, the inflationary amount of each SDC may also be calculated as stated in the SDC methodology approved by City Council pursuant to WC 11.040.

(2) Unless otherwise exempted by the provisions of this Chapter, or by other local or state law, an SDC is hereby imposed upon all Development within the City, upon issuance of the type of permit described in Section 11.080, or upon the act of making a connection to the city water or sewer system within the City, as described in Section 11.080, and upon all Development outside the boundary of the City that connects to or otherwise uses the sewer facilities, storm sewers, or water facilities of the City.

(3) When imposing a SDC for Development that requires a building permit, the date of a complete building permit application, as identified on the building permit application, is the effective date of the SDC that will be calculated, consistent with Section (1) above. For clarity, the adopted SDC methodologies that exist at the time the building permit application is deemed complete by the City will be the methodologies used to calculate SDCs. All other SDCs owed to the City will be calculated using the methodology(ies) in effect at the time the SDCs are due and payable to the City under Section 11.080.

11.040 Methodology.

(1) The methodology used to establish or modify a Reimbursement Fee shall promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities and be available for public inspection. The methodology used to establish or modify a Reimbursement Fee shall, where applicable, be based on:

- (a) Ratemaking principles employed to finance publicly owned Capital Improvements;
- (b) Prior contributions by existing users;
- (c) Gifts or grants from federal or state government or private persons;
- (d) The value of unused capacity available to future system users or the cost of the existing facilities; and
- (e) Other relevant factors identified by the City Council.

(2) The methodology used to establish or modify an Improvement Fee shall, where applicable, demonstrate consideration of the estimated cost of projected Capital Improvements identified in an improvement plan (*see* Section 11.070) that are needed to increase the capacity of the systems to which the fee is related. The methodology shall be calculated to obtain the cost

of Capital Improvements for the projected need for available system capacity for future system users.

(3) The methodology used to establish or modify a Reimbursement Fee or Improvement Fee shall be contained in a resolution adopted by the City Council.

11.050 Authorized Expenditures.

(1) Reimbursement Fees shall be spent on Capital Improvements associated with the systems for which the fees are assessed, including expenditures relating to repayment of indebtedness.

(2) Improvement Fees shall be spent on capacity increasing Capital Improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity may be established if a Capital Improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by Improvement Fees must be related to the need for increased capacity to provide service for future users.

11.060 Expenditure Restrictions.

(1) SDCs may not be expended for costs associated with the construction of administrative office facilities that are more than an incidental part of other Capital Improvements or for the expenses of the operation or maintenance of the facilities constructed with SDC revenues.

(2) Any Capital Improvement being funded wholly or in part with SDC revenues must be included in the plan and list adopted by the City Council pursuant to ORS 223.309 and Section 11.070 of this Chapter.

(3) SDC proceeds may only be expended on Capital Improvements included on a list of Capital Improvements that the City intends to fund, in whole or in part, with SDC revenues, including the cost of compliance with this Chapter; development of the Improvement Plans or master plans; development of methodologies; annual accounting of SDC expenditures; debt repayment; engineering, design, and construction; other administrative costs; and related expenses.

11.070 Improvement Plan.

(1) Prior to the establishment of a SDC, the City Council shall prepare a Capital Improvement plan, public facilities plan, master plan, or other comparable plan that includes:

(a) A list of the Capital Improvements that the City Council intends to fund, in whole or in part, with revenues from SDCs; and

(b) The estimated cost and time of construction of each improvement and the percentage of that cost eligible to be funded with SDCs.

(2) In adopting a plan under Section 11.070(1), the City Council may incorporate by reference all or a portion of any Capital Improvement plan, public facilities plan, master plan, or

other comparable plan that contains the information required by this Section.

(3) The City Council may modify such plan and list, as described in Section 11.070(1), at any time. If a SDC will be increased by a proposed modification to the list to include a capacity increasing public improvement, the City Council will:

(a) At least thirty (30) calendar days prior to the adoption of the proposed modification, provide written notice to persons who have requested notice pursuant to Section 11.110;

(b) Hold a public hearing if a written request for a hearing is received within seven (7) Business Days of the date of the proposed modification.

(4) A change in the amount of a Reimbursement Fee or an Improvement Fee is not a modification of the SDC if the change in amount is based on:

(a) A change in the cost of materials, labor, or real property applied to projects or project capacity, as set forth on the list adopted pursuant to Section 11.070(1);

(b) The periodic application of one or more specific cost indexes or other periodic data sources. A specific cost index or periodic data source must be:

- 1) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property, or a combination of the three;
- 2) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the SDC methodology; and
- 3) Incorporated as part of the established methodology or identified and adopted by the City Council in a separate resolution, or if no other index is identified in the established methodology, then the index stated in Section 11.030(1).

11.080 Collection of Charge.

(1) The SDC is due and payable upon the issuance of the following:

(a) A building permit;

(b) Any other Development or connection permit not requiring the issuance of a building permit, including, but not limited to a permit or approval to connect to or upsized connection(s) related to City infrastructure; or

(c) A right-of-way access permit.

(2) If no building, Development, or connection permit is required but there is an increased impact of one or more Capital Improvement due to a new or changed use, the SDC is payable at the time the usage of the Capital Improvement is increased based on changes in the use of that property, unrelated to seasonal or ordinary fluctuations in usage.

(3) If Development is commenced or connection is made to any City systems without an appropriate permit, the SDC is immediately due and payable at the rate currently assessed by the City, and it will be unlawful for anyone to continue with the construction or associated use until the SDC has been paid.

(4) The City shall collect the applicable SDC from the permittee when a permit that allows building or Development of a parcel is issued or when a connection to any City infrastructure is made.

(5) The City shall not issue such permit or allow such connection until the charge has been paid in full or unless an exemption is granted pursuant to Section 11.090.

(6) Installment Payments.

(a) In lieu of payment of SDCs when due, the City Manager may, upon approval by resolution by the City Council, enter into a written agreement with the Applicant for the Applicant to pay up to \$100,000 (the amount being subject to annual adjustment for inflation in accordance with the Consumer Price Index or equivalent economic indicator) of the SDCs owed in bi-annual installment payments if the written agreement is secured by collateral satisfactory to the City Council.

(b) Interest will be charged at the same rate as the prime rate as published by the Wall Street Journal, or similar national publication in the event the Wall Street Journal no longer exists, plus two (2) percent, the day of the application.

(c) The City Manager will provide application forms for installment payments and a repayment agreement that must be signed by the Applicant and the City Manager.

(d) The Applicant for installment payments has the burden of demonstrating the Applicant's authority to assent to the imposition of a lien on the parcel and that Applicant's property interest in the parcel is adequate to secure payment of the lien. The Applicant must obtain prior written consent from any and all lenders, lien holders, and any other holder of any interest in the property.

(e) The City Manager will record the lien. From the time the lien is recorded, the City will have a lien upon the described parcel for the amount of the SDCs, together with interest on the unpaid balance. The lien will be enforceable in the manner provided in ORS 223.505 to 223.650 or any other method allowed by law.

(f) The SDCs must be paid in full within two (2) years of the date the SDCs became due and payable.

11.090 Exemptions.

(1) Additions to single-family dwellings, including Accessory Dwelling Units, as defined in Wilsonville Code Chapter 4, are exempt from all portions of the SDC.

(2) An alteration, addition, replacement, or change in use that does not increase the use of the public improvement facility are exempt from all portions of the SDC.

11.100 Credits.

(1) The City will grant to an Applicant a credit against any Improvement Fee assessed when the Applicant constructs or dedicates a Qualified Public Improvement as part of the Development. The Applicant bears the burden of evidence and persuasion in establishing entitlement to a SDC credit and the amount of SDC credit in accordance with the requirements of this Section. The initial determination on all credit requests shall be made by the City Manager or Community Development Director.

(2) SDC Credit Application. To obtain a SDC credit, the Applicant must make the request, in writing, to the Community Development Director prior to constructing or dedicating a Qualified Public Improvement. In the request, the Applicant must state the following:

- (a) Identify the improvement for which the credit will be sought;
- (b) Explain how the improvement will be a Qualified Public Improvement; and
- (c) Document, with credible evidence, the estimated value of the improvement for which credit will be sought. Applicable soft costs for engineering design, project management, permitting, and testing may be allowed as approved by the Community Development Director.

(3) The City will evaluate a request for credit and will either approve, modify, or reject the proposed Qualified Public Improvement project as part of the Applicant's Development review approval conducted by the City pursuant to Wilsonville Code Chapter 4. The City will specify in the conditions of approval, for the Applicant's Development, any Qualified Public Improvements and will further state that the Applicant is required to submit the information stated in subsection (4) below to obtain SDC credits.

(4) SDC Credit Confirmation. Upon completion and inspection by the City accepting the Qualified Public Improvement, the Applicant must submit to the Community Development Director the following information to confirm the completion of the Qualified Public Improvement and the actual cost to the Applicant for constructing the Qualified Public Improvement:

- (a) The name of the Applicant;
- (b) The improvement for which the credit is sought;
- (c) The condition of approval contained within the City's Development approval that includes the improvement;
- (d) The date(s) the City inspected the improvement and approved the construction of the improvement;
- (e) Documentation, with supporting credible evidence, of the actual cost to the Applicant for constructing the Qualified Public Improvement;
- (f) The date of the submission along with the Applicant's signature; and

(g) A “Certification of Completion and Payment of Subcontractors and Suppliers.”

(5) SDC Credit Certificate. The City will verify the amount of credit the Applicant is entitled to receive no later than thirty (30) days after its receipt of the SDC credit confirmation documents required in subsection (4) above. The City may require, in its sole discretion, additional time if the Applicant’s confirmation documents are insufficient to verify the amount of the SDC credit. Upon verification, the City will issue a credit certificate to the Applicant in the amount determined by the City.

(a) The credit certificate shall contain, at a minimum, the following information:

- 1) The name of the Applicant and the project to which the improvement giving rise to the credit is related;
- 2) The SDC to which the credit may be applied;
- 3) The issue date and the expiration date;
- 4) The amount of the credit given;
- 5) A place for entry of reduced SDC credit amounts as the SDC credits are used by the Applicant; and
- 6) The original signature of the City Manager, the Finance Director, and the Community Development Director.

(b) The SDC credit shall be an amount equal to the fair market value of the improvement. Fair market value shall be determined by the City based on credible evidence of the following:

- 1) For real property, value shall be based upon a written appraisal of fair market value by a qualified Member of the Appraisal Institute (MAI) appraiser based upon comparable sales of similar property between unrelated parties in an arms-length transaction;
- 2) For a Qualified Public Improvement already constructed, value shall be based on the actual cost of construction as verified by contract documents and receipts submitted by the Applicant;
- 3) For a Qualified Public Improvement located on, or contiguous to, the site of the Development, only the over-capacity portion, as described in the definition of Qualified Public Improvement, is eligible for SDC credit. There is a rebuttable presumption that the over-capacity portion of such a Qualified Public Improvement is limited to the portion constructed larger, or of greater capacity, than the City's minimum standard facility capacity or size needed to serve the particular Development.

(6) Form of Credit and Limitation on Use. When given, SDC credits will be for a

particular dollar value as a credit against a SDC assessed on a Development. The party named on the SDC credit certificate issued pursuant to subsection (5) above must provide the SDC credit certificate to the City at the time payment of SDCs is due to use the SDC credits. Credits may only be used to defray or pay the SDC for the particular Capital Improvement system to which the Qualified Public Improvement is related, e.g., credit from a Qualified Public Improvement for sewer may only be used to pay or defray a sewer SDC. When an Applicant utilizes the SDC credits stated in the SDC credit certificate, the City will note on the SDC credit certificate the new balance of the SDC credits and the effective date of the new balance. SDC credit certificates are not refundable for cash or any other thing of value, except as provided in subsection (6)(b) below.

- (a) SDC Credit Transfers. If the Applicant does not utilize the entire balance of the SDC credit, the Applicant may carry-forward the balance to a future project, or may transfer the SDC credit to another developer by submitting a written request with the SDC credit certificate to the City, which request must be signed by the Applicant and the other party seeking to obtain the SDC credits. If SDC credits are transferred to another party, the amount of the remaining SDC credits being transferred will be reduced by twenty-five (25) percent. The City will issue a new SDC credit certificate to the other party.
- (b) SDC Refund Check. If the City Manager requests that a developer complete a Qualified Public Improvement, the City may opt, in its sole discretion, to provide a refund of SDCs collected for the type of Qualified Public Improvement by issuing a check to the developer. Such a refund must be approved by the City Council if the refund exceeds one hundred thousand dollars (\$100,000).
- (c) SDC credit certificates are void and of no value if not redeemed with the City for payment of a SDC of the same type of Capital Improvement system for which the credit was issued within ten (10) years of the original date of issuance. Transfers of SDC credit certificates do not restart the ten (10) year term.

(7) SDC Credit Deadline. The Applicant must submit SDC credit confirmation documents pursuant to WC 11.100(4) to the Community Development Director no later than one hundred eighty (180) calendar days after acceptance of the Qualified Public Improvement by the City.

11.110 Notice.

(1) The City will maintain a list of persons who have made a written request for notification prior to adoption or modification of a methodology for any SDC. Written notice will be mailed to persons on the list at least ninety (90) calendar days prior to the first hearing to establish or modify a SDC. The methodology supporting the SDC shall be available at least sixty (60) calendar days prior to the first hearing to adopt or amend a SDC. The failure of a person on the list to receive a notice that was mailed does not invalidate the action of the City.

(2) The City may periodically delete names from the list if the name has been on the

list for more than one (1) year, but at least thirty (30) calendar days prior to removing a name from the list, the City must notify the person whose name is to be deleted that a new written request for notification is required if the person wishes to remain on the notification list.

11.120 Segregation and Use of Revenue.

(1) All funds derived from a particular type of SDC are to be segregated by accounting practices from all other funds of the City. That portion of the SDC calculated and collected on account of a specific facility system shall be used for no purpose other than that set forth in Section 11.050.

(2) The Finance Director shall provide the City Council with an annual accounting, by January 1 of each year, for SDCs showing the total amount of SDC revenue collected for each type of facility and the projects funded from each account in the previous fiscal year. A list of the amount spent on each project funded, in whole or in part, with SDC revenue shall be included in the annual accounting.

11.130 Refunds.

(1) Refunds shall be given by the Finance Director upon finding by the Community Development Director that there was a clerical error in the calculation of a SDC or may be given in accordance with WC 11.100(6)(b).

(2) Refunds shall not be allowed for failure to timely claim a credit under Section 11.100.

11.140 Implementing Regulations; Amendments. The City Council delegates to the City Manager the authority to adopt necessary procedures to implement the provisions of this Chapter 11. All rules developed pursuant to that delegated authority shall be filed with the office of the City Manager and be available for public inspection.

11.150 Appeals; Procedure.

(1) A person challenging the propriety of an expenditure of SDC revenue may appeal the decision or the expenditure to the City Council by filing a written appeal petition with the City Manager, pursuant to Subsection (4) below. An appeal of an expenditure must be filed not later than two (2) years after the expenditure of the SDCs.

(2) A person challenging the propriety of the methodology adopted by the City Council pursuant to Section 11.040 may appeal the decision or the expenditure to the City Council by filing a written appeal petition with the City Manager, pursuant to Subsection (4) below. An appeal petition challenging the adopted methodology shall be filed not later than sixty (60) calendar days from the date of adoption of the methodology.

(3) A person challenging the calculation of a SDC must file a written appeal petition regarding the calculation of the SDC with the City Manager within ten (10) Business Days of assessment of the SDC. The ten (10) Business Day period shall be measured from the date the permit is issued pursuant to WC 11.080.

(4) Any person submitting an appeal petition pursuant to Subsections (1) through (3)

above, must describe, with particularity, the basis for the appeal and include:

- (a) The name and address of the appellant;
- (b) The nature of the expenditure, methodology, or calculation being appealed;
- (c) The reason the expenditure, methodology, or calculation is allegedly incorrect; and
- (d) Detailed explanation, with supporting documentation, concerning what the correct determination of the appeal should be or how the correct calculation should be derived.

(5) If the appeal petition is untimely or fails to meet the requirements of Subsection (4) above, the appeal shall be automatically and summarily dismissed by the City Council without a hearing.

(6) If the appeal petition is timely filed and submitted in accordance with Subsection (4) above, the City Council shall order an investigation and direct that within sixty (60) calendar days of receipt of the petition a written report be filed by the Community Development Director recommending appropriate action. Within sixty (60) calendar days of receipt of said report, the City Council shall conduct a hearing to determine whether the expenditure, methodology, or calculation was proper. The City Council shall provide notice and a copy of the report to the appellant at least fourteen (14) calendar days prior to the hearing. The appellant shall have a reasonable opportunity to present appellant's position at the hearing.

(7) The appellant shall have the burden of proof. Evidence and argument shall be limited to grounds specified in the petition. The City Council shall issue a written decision stating the basis for its conclusion and directing appropriate action to be taken.

(8) The City Council shall render its decision within thirty (30) calendar days after the hearing date, and the decision of the City Council will be final. The decision will be in writing, but written findings shall not be made or required unless the City Council, in its discretion, elects to make findings for precedential purposes. If the City Council determines there was an improper expenditure of SDC funds, the City Council shall direct that a sum equal to the misspent amount be deposited within one (1) year of the date of the decision to the account of the fund from which it was spent.

(9) Any legal action contesting the City Council's decision on the appeal must be filed within sixty (60) calendar days of the City Council's decision. Review of the City Council decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

11.160 Prohibited Connection. No person may connect to the water or sewer systems of the City unless the appropriate SDC has been paid.

11.170 Penalty. Violation of Section 11.160 of this Chapter 11 constitutes a violation and is punishable by a fine not to exceed \$1,000 per day.

11.180 Severability. The provisions of this Chapter 11 are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause,

section, or provision of this Chapter 11 is declared unconstitutional or invalid for any reason, the remaining portion of this Chapter 11 shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that this Chapter 11 would have been adopted had such an unconstitutional provision not been included.

11.190 Classification. The City Council hereby determines that any charges imposed by this Section (WC 11.000 through WC 11.190) of Chapter 11 are not a tax subject to the property tax limitations of Article XI, Section 11(b), of the Oregon Constitution.

CITY LIEN DOCKET SEARCH

11.200 Fee for Search of City's Lien Docket.

(1) For each certificate of lien or non-lien of the City requested by anyone and issued by the City after first searching the City's Lien Docket to determine whether or not a lot, tract or parcel of real property located within the City is subject to any City lien, there shall be paid to the City a cost recovery fee determined by the City Manager. Such fee shall accompany the request to the City for the lien search or, at the discretion of the City, shall be invoiced to the person, firm or corporation requesting the lien search upon delivery to the requesting party of the lien or non-lien certificate, payable within thirty (30) calendar days of the invoice date.

(2) Monthly utility bills that are shown to be in arrears may be reported on lien searches for subject property.

(3) All fees received by the City under the provisions of subsection (1) above shall be deposited in the General Fund of the City.

LAND USE AND SITE DEVELOPMENT

11.300 Land Use and Site Development Fees.

(1) The purpose of the fees and charges authorized by the provisions of 11.300(1) - 11.300(3) are to defray actual costs. All such fees and charges shall be paid in full at the time of application and shall be non-refundable, except in the case of a withdrawal prior to the publication of public notice. In cases of withdrawal prior to the publication of public notice, the application fee less any actual publication costs incurred and less fifteen percent (15%) of the fee for initial administrative processing shall be refunded.

(2) Staff Consulting - When considerable staff time is required to provide detailed/or special information to professional consultants, staff time and materials will be charged at actual cost. Procedures for these fees shall be established by the Planning Director and City Manager.

(3) The City Council shall adopt by Resolution, from time to time, fees and

charges to defray the City's actual costs in reviewing and processing land use and development permit(s). Such fees and charges may also include actual costs incurred by the City in employing specialized consultants, including but not limited to Traffic Engineers and Wetland Biologists.

PARK USE

11.400 Park Use Fees. The City Council shall by Resolution, from time to time, adopt fees and charges for use of the City's parks and park facilities.

other comparable plan that contains the information required by this Section.

(3) The City Council may modify such plan and list, as described in Section 11.070(1), at any time. If a SDC will be increased by a proposed modification to the list to include a capacity increasing public improvement, the City Council will:

(a) At least thirty (30) calendar days prior to the adoption of the proposed modification, provide written notice to persons who have requested notice pursuant to Section 11.110;

(b) Hold a public hearing if a written request for a hearing is received within seven (7) Business Days of the date of the proposed modification.

(4) A change in the amount of a Reimbursement Fee or an Improvement Fee is not a modification of the SDC if the change in amount is based on:

(a) A change in the cost of materials, labor, or real property applied to projects or project capacity, as set forth on the list adopted pursuant to Section 11.070(1);

(b) The periodic application of one or more specific cost indexes or other periodic data sources. A specific cost index or periodic data source must be:

- 1) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property, or a combination of the three;
- 2) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the SDC methodology; and
- 3) Incorporated as part of the established methodology or identified and adopted by the City Council in a separate resolution, or if no other index is identified in the established methodology, then the index stated in Section 11.030(1).

11.080 Collection of Charge.

(1) The SDC is due and payable upon the issuance of the following:

(a) A building permit;

(b) Any other Development or connection permit not requiring the issuance of a building permit, including, but not limited to a permit or approval to connect to or upsize connection(s) related to City infrastructure; or

(c) A right-of-way access permit.

(2) If no building, Development, or connection permit is required but there is an increased impact of one or more Capital Improvement due to a new or changed use, the SDC is payable at the time the usage of the Capital Improvement is increased based on changes in the use of that property, unrelated to seasonal or ordinary fluctuations in usage.

(3) If Development is commenced or connection is made to any City systems without an appropriate permit, the SDC is immediately due and payable at the rate currently assessed by the City, and it will be unlawful for anyone to continue with the construction or associated use until the SDC has been paid.

(4) The City shall collect the applicable SDC from the permittee when a permit that allows building or Development of a parcel is issued or when a connection to any City infrastructure is made.

(5) The City shall not issue such permit or allow such connection until the charge has been paid in full or unless an exemption is granted pursuant to Section 11.090.

(6) Installment Payments.

(a) In lieu of payment of SDCs when due, the City Manager may, upon approval by resolution by the City Council, enter into a written agreement with the Applicant for the Applicant to pay up to \$100,000 (the amount being subject to annual adjustment for inflation in accordance with the Consumer Price Index or equivalent economic indicator) of the SDCs owed in bi-annual installment payments if the written agreement is secured by collateral satisfactory to the City Council.

(b) Interest will be charged at the same rate as the prime rate as published by the Wall Street Journal, or similar national publication in the event the Wall Street Journal no longer exists, plus two (2) percent, the day of the application.

(c) The City Manager will provide application forms for installment payments and a repayment agreement that must be signed by the Applicant and the City Manager.

(d) The Applicant for installment payments has the burden of demonstrating the Applicant's authority to assent to the imposition of a lien on the parcel and that Applicant's property interest in the parcel is adequate to secure payment of the lien. The Applicant must obtain prior written consent from any and all lenders, lien holders, and any other holder of any interest in the property.

(e) The City Manager will record the lien. From the time the lien is recorded, the City will have a lien upon the described parcel for the amount of the SDCs, together with interest on the unpaid balance. The lien will be enforceable in the manner provided in ORS 223.505 to 223.650 or any other method allowed by law.

(f) The SDCs must be paid in full within two (2) years of the date the SDCs became due and payable.

11.090 Exemptions.

(1) Additions to single-family dwellings, including Accessory Dwelling Units, as defined in Wilsonville Code Chapter 4, are exempt from all portions of the SDC.

(2) An alteration, addition, replacement, or change in use that does not increase the use of the public improvement facility are exempt from all portions of the SDC.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 20, 2019	Subject: Resolution No. 2749 Transfer of Land from West Linn-Wilsonville School District Staff Member: Barbara Jacobson, City Attorney Department: Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2749.		
Recommended Language for Motion: I move to approve Resolution No. 2749.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to accept the transfer of approximately 10.25 acres of land by Bargain and Sale Deed from the West Linn-Wilsonville School District pursuant to the “Villebois School Site and Advance Road Sports Field Site Exchange Agreement,” dated September 22, 2010 (Recording No. 2011-033277), and the requirements of the “Intergovernmental Cooperative Agreement for Villebois School Site Infrastructure Between Wilsonville and West Linn-Wilsonville School District”, dated September 22, 2010 (Recording No. 2011-033276).

Resolution No. 2749 Staff Report

N:\City Recorder\Council Packets\2019 Council Packets\5.20.19 Council Packet\Res. No. 2749\ a. Resolution No. 2749 Staff Report.docm

EXECUTIVE SUMMARY:

Almost 10 years ago, the City of Wilsonville deeded land it owned, located in Villebois, to the School District to be used as the site for the Lowry Primary School. Rather than purchase the land from the City, the City and the School District agreed that the School District would deed approximately 10.25 acres of unimproved land it owned to the City, located at or near the northeast intersection of SW 63rd Avenue and SW Hazel Street, once it was partitioned. In conjunction with the construction of the Meridian Creek Middle School, the partition has finally occurred and, on April 22, 2019, the West-Linn-Wilsonville School District passed Resolution No. 2018-6, authorizing the transfer of the land to the City of Wilsonville by Bargain and Sale Deed (“Deed”). A copy of the School District Resolution and the Deed are attached hereto.

In preparation for the transfer, the City performed due real estate diligence in the form of an Environmental Site Assessment and title search, finding no indication of environmental contamination and a clear title. A survey was also completed in conjunction with the partition of the land.

EXPECTED RESULTS:

The plan has been for the City to acquire the land and develop the land into sports fields and/or a park area.

TIMELINE:

The Deed will be recorded and the land thereby transferred through escrow following passage of the Resolution. Development will occur when funds are available.

CURRENT YEAR BUDGET IMPACTS:

The City will be required to assume maintenance of the land at some cost.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 5/14/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/14/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

More park land and/or sports fields in the future.

ALTERNATIVES:

None.

CITY MANAGER COMMENT:

N/A

Resolution No. 2749 Staff Report

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ATTACHMENTS:

1. Resolution No. 2749
 - A. Bargain and Sale Deed
 - B. School District Resolution No. 2018-6

RESOLUTION NO. 2749

A RESOLUTION OF THE CITY OF WILSONVILLE TO ACCEPT A TRANSFER OF LAND FROM THE WEST LINN-WILSONVILLE SCHOOL DISTRICT.

WHEREAS, the West Linn-Wilsonville School District (“School District”) and the City of Wilsonville entered into an agreement to exchange real property pursuant to the “Villebois School Site and Advance Road Sports Field Site Exchange Agreement,” dated September 22, 2010, and recorded in Clackamas County on June 8, 2011 as Recording No. 2011-033277 (“Exchange Agreement”), and the requirements of the “Intergovernment (*sic*) Cooperative Agreement for Villebois School Site Infrastructure Between City of Wilsonville and West Linn-Wilsonville School District,” dated September 22, 2010, and recorded in Clackamas County on June 8, 2011 as Recording No. 2011-033276 (“IGA”); and

WHEREAS, the real property exchange consists of approximately 10.25 acres located at the northeast intersection of SW 63rd Avenue and SW Hazel Street (the “Property”), adjacent to the location of Meridian Creek Middle School in Wilsonville, Oregon; and

WHEREAS, the Property is further described as Parcel 1, Partition Plat No. 2018-087, in the City of Wilsonville, County of Clackamas, and State of Oregon; and

WHEREAS, the true consideration for this transfer, stated in terms of dollars, is Zero Dollars but is comprised of the exchange of land referenced above, as more particularly described in the Exchange Agreement and the IGA; and

WHEREAS, the City has performed environmental due diligence on the Property, which due diligence included a **Phase 1 Environmental Site Assessment**, performed in accordance with *ASTM Standard E1527-13, Standard Practice for Environmental Site Assessment; Phase 1 Environmental Site Assessment Process* and a **Pesticide Assessment In Shallow Soils**, using protocol recommended in the Oregon Department of Environmental Quality guidance document; and

WHEREAS, title to the Property is free and clear of liens and encumbrances except for public easements approved by or granted to the City; and

WHEREAS, on April 22, 2019, the School District passed Resolution No. 2018-6, authorizing their Superintendent to execute a Bargain and Sale Deed to transfer the Property to the City of Wilsonville.

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

1. City Council hereby authorizes the City Manager to sign and accept a Bargain and Sale Deed from the School District for the Property in the form attached hereto.
2. City Council hereby authorizes the City Attorney to close the transaction with the School District, through a title company; to purchase title insurance for the Property in the amount directed by City Council; and to record the deed.
2. This Resolution becomes effective upon adoption, but transfer of the Property will not occur until the Bargain and Sale Deed has been recorded.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of May 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Exhibit:

A. Bargain and Sale Deed

B. School District Resolution No. 2018-6

EXHIBIT A

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Barbara A. Jacobson
City Attorney
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

SEND TAX STATEMENTS TO:

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

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that **West Linn-Wilsonville School District**, Grantor, conveys all the following described real property in Clackamas County, Oregon, to **City of Wilsonville**, Grantee: Parcel 1, Partition Plat No. 2018-087.

**Parcel 1, Partition Plat No. 2018 - 087,
in the City of Wilsonville, County of Clackamas and State of Oregon.**

The true consideration for this transfer stated in terms of dollars is \$0.00 (zero dollars). The true and actual consideration is an agreement to exchange real property pursuant to "Villebois School Site and Advance Road Sports Field Site Exchange Agreement" between Grantor and Grantee, dated September 22, 2010 and recorded in Clackamas County as Recording No. 2011-033276, and the requirements of "Intergovernmental Cooperative Agreement for Villebois School Site Infrastructure Between Wilsonville and West Linn-Wilsonville School District," dated September 22, 2010 and recorded in Clackamas County as Recording No. 2011-033277.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE

EXHIBIT A

ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In Witness Whereof, the Grantor has caused this instrument to be executed by its duly authorized officer this 23rd day of April, 2019.

WEST LINN-WILSONVILLE SCHOOL DISTRICT

(Signature) Kathleen E. Ludwig
By (Print Name): Kathleen E. Ludwig
As (Office of Signer): Supt.

STATE OF OREGON)
) ss
County of Clackamas)

This instrument was acknowledged before me on April 23rd, 2019, by (Name) Kathy Ludwig as (Office) Superintendent of West Linn-Wilsonville School District, the Grantor herein.



Hill Morgan
Notary Public for Oregon
My Commission expires: 2/2/20

ACCEPTANCE BY GRANTEE

Pursuant to ORS 93.808, the Grantee, a city of the State of Oregon, has approved this conveyance and accepted the title or interest conveyed, through its City Council at its regular meeting of _____, 201__, Agenda Item ____.

STATE OF OREGON)
) ss Bryan Cosgrove, City Manager
County of Clackamas)

This instrument was acknowledged before me on _____, by (Name) Bryan Cosgrove as (Office) City Manager of City of Wilsonville, the Grantee herein.

Notary Public for Oregon
My Commission expires: _____



LEGAL DESCRIPTION
 PROPOSED PARCEL 1
 MERIDIAN CREEK MIDDLE SCHOOL
 WILSONVILLE, OREGON

03/01/18
 #6729 MAR

EXHIBIT "A"

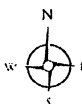
A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ADVANCE ROAD (COUNTY ROAD X-24) (30.00 FEET FROM CENTERLINE) AND THE WEST RIGHT-OF-WAY LINE OF SW 60TH AVENUE (COUNTY ROAD NO. 2359) (20.00 FEET FROM CENTERLINE); THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SW 60TH AVENUE (COUNTY ROAD NO. 2359) (20.00 FEET FROM CENTERLINE) S.00°07'28"W., 639.83 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SW HAZEL STREET (29.00 FEET FROM CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY LINE, N.89°38'52"W., 683.21 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS"; THENCE 26.58 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°34'53" (THE LONG CHORD BEARS N.44°57'15"W., 23.95 FEET) TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" ON THE EAST RIGHT-OF-WAY OF SW 63RD AVENUE (29.00 FEET FROM CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY LINE, N.00°09'47"W., 229.16 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS"; THENCE N.05°19'08"E., 62.81 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS"; THENCE N.00°09'47"W., 331.08 FEET TO 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" ON THE SOUTH RIGHT-OF-WAY LINE OF ADVANCE ROAD (COUNTY ROAD X-24) (30.00 FEET FROM CENTERLINE); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S.89°39'47"E., 697.30 FEET TO THE POINT-OF-BEGINNING, CONTAINING 446665 SQUARE FEET (10.25 ACRES) MORE OR LESS.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 16, 1987
 MICHAEL A. RADEMACHER
 2303

DATE OF SIGNATURE: 3-8-18
 EXPIRES: 12/31/2018



4107 SE International Way, Suite 705, Milwaukie, Oregon 97222

Phone: 503.653.9093 Fax: 503.653.9095 Email: compass@compass-landsurveyors.com

EXHIBIT A

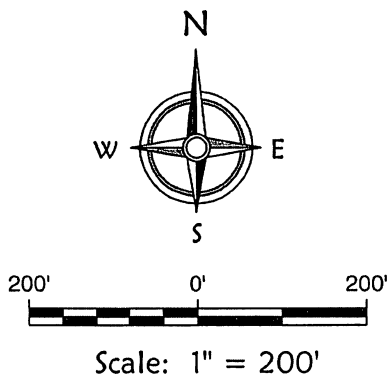
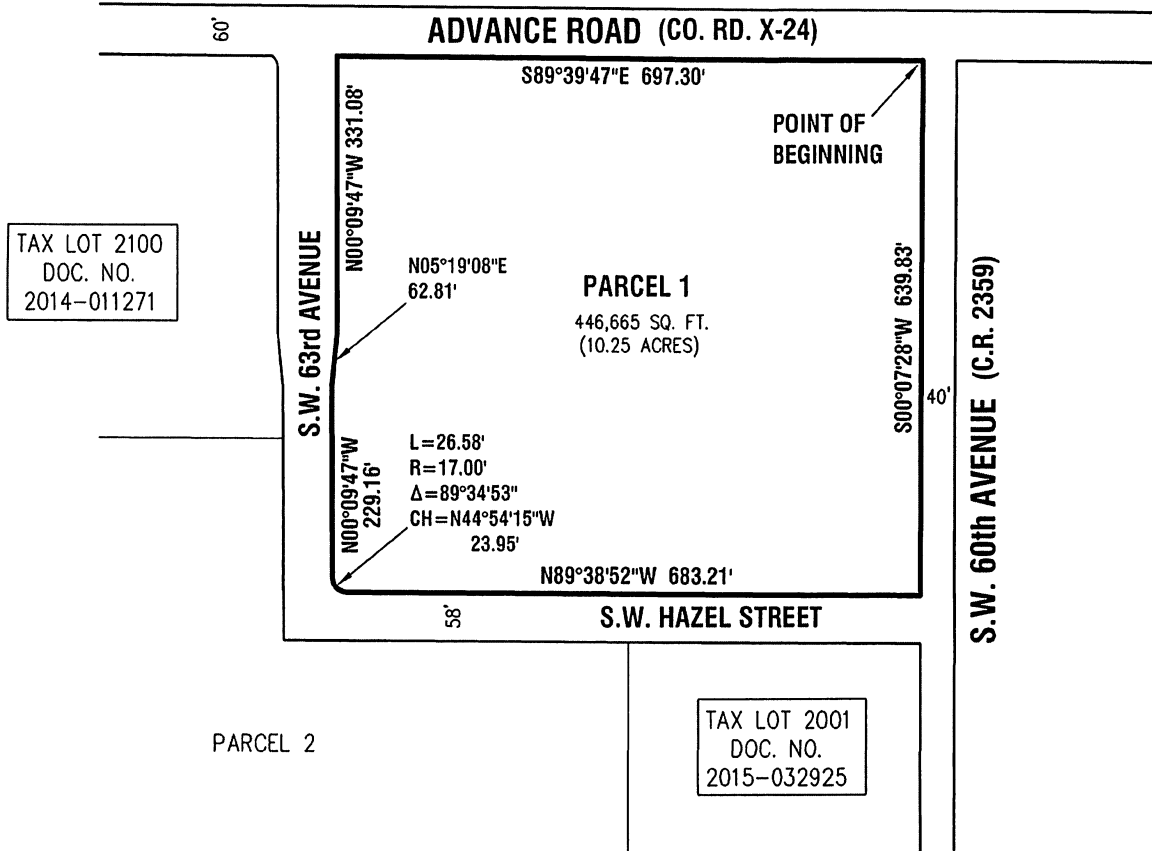


EXHIBIT "B"

6729 Exh Parcel 1.dwg

CMPASS Land Surveyors
 4107 SE International Way, Suite 705
 Milwaukie, Oregon 97222 503-653-9093

PROPOSED PARCEL 1
MERIDIAN CREEK MIDDLE SCHOOL
WILSONVILLE, OREGON

EXHIBIT B

WEST LINN- WILSONVILLE SCHOOL DISTRICT

RESOLUTION NO. 2018-6

CONVEYANCE OF REAL PROPERTY

WHEREAS, the West Linn-Wilsonville School District and City of Wilsonville entered into an agreement to exchange real property pursuant to “Villebois School Site and Advance Road Sports Field Site Exchange Agreement” dated September 22, 2010 and recorded in Clackamas County as Recording No. 2011-033276, and the requirements of “Intergovernmental Cooperative Agreement for Villebois School Site Infrastructure Between Wilsonville and West Linn-Wilsonville School District” dated September 22, 2010 and recorded in Clackamas County as Recording No. 2011-033277; and,

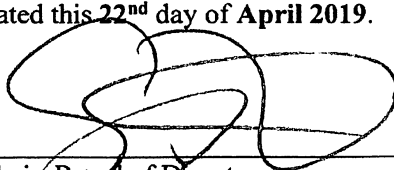
WHEREAS, the real property exchange consists of 10.25 acres (the Property) located at the northeast intersection of SW 63rd Avenue and SW Hazel Street adjacent to the location of Meridian Creek Middle School, Wilsonville, Oregon; and,

WHEREAS, the Property is further described as Parcel 1, Partition Plat No. 2018 – 087, in the City of Wilsonville, County of Clackamas and State of Oregon; and,

WHEREAS, the true consideration for this transfer stated in terms of dollars is \$0.00 (zero dollars).

Now, **THEREFORE**, by the authority vested in it under Oregon law, the West Linn-Wilsonville School District, Board of Directors, does hereby direct and authorize the Superintendent or her designee to execute the Bargain and Sale Deed and to instruct School District staff to carry out all the obligations of the School District as required, including but not limited to, the signing, delivery and recording of the Bargain and Sale Deed to the Property, together with any other documents that may be necessary or convenient to the transfer of legal ownership of the Property to the City of Wilsonville.

Dated this 22nd day of April 2019.



Chair, Board of Directors



Attest: Board Secretary



APRIL 2019 MONTHLY REPORT

From The Director's Office

Greetings! The Planning Division completed two major multi-year long-range planning initiatives this month with the City Council adoption of the Basalt Creek Comprehensive Plan and Transportation System Plan amendments, as well as the adoption of the forward thinking, visionary Town Center Plan. These significant community initiatives lay the groundwork for transformation of the community over the long-term, creating future opportunities for job creation, economic development, and a vibrant city center with year round place making. Both projects were identified as City Council goals. Staff is pleased to be able to finish these two important goals, as the Council goal setting retreat was also just held outlining the next two years of exciting initiatives.



New sidewalk between Jamaica and Wilsonville Road across from Graham Oaks Nature Park.

This time of year Community Development typically sees an uptick in land use applications, which is occurring with new proposals for industrial and commercial development. Engineering staff is hard at work getting large capital projects to the bidding phase. Garden Acres Road, Street Maintenance, and the Willamette River outfalls project are all going to bid this month. It will surely be another busy construction season.

Also produced this month was the Annual Housing Report which will be presented to the City Council in June. 2018 yielded 184 new homes constructed in the community, with 128 single-family homes and 56 multi-family homes with a valuation of over \$40.5 million dollars. 2018 also resulted in 235 new homes being approved in land use applications, many of which are in the Frog Pond West neighborhood. The full report can be accessed at: https://www.ci.wilsonville.or.us/sites/default/files/fileattachments/community_development/page/29051/housing_report_pdf_version.pdf

The photo is of the new sidewalk along Willamette Way West connecting Jamaica Street with Wilsonville Road next to Graham Oaks Nature Park, providing much needed safety improvements at this popular crossing. Rectangular Rapid Flashing Beacons (RRFB) will also be installed, creating a more highly visible pedestrian crossing. Project completion is anticipated to be the end of May. Thank you to the Community Enhancement Committee for funding this important public improvement.

Respectfully submitted,
Chris Neamtzu, AICP
Community Development Director

Building Division

Mayor Knapp Signs Proclamation: May is Building Safety Month in Wilsonville

Building codes and inspections help protect communities from a variety of disasters such as fires, weather-related events, and structural problems.

The recent fire in Villebois that destroyed a 34-unit condominium that was under construction, along with several recently completed homes and adjacent structures, underscores the importance of a safe built environment.

Given the destruction and intensity of the fire, we are thankful that no one was injured or had to be rescued by the Fire Department. While everyone made it to safety, unfortunately some of the neighbors sustained heavy personal losses of vehicles and personal possessions. Several efforts are underway to provide relief and assistance to those impacted.

During Building Safety Month the Building Division will be raising awareness around what makes our buildings safe, durable, energy efficient, and accessible for all members of our community. We'll also focus on preparedness and what to do when disaster strikes. This contributes to a safe and resilient community. We start week one off with a focus on building strong and smart structures that will withstand disasters and minimize damage when they do occur. In the weeks following we'll focus on different themes as shown in the graphic below.

To learn more about building safety and permitting, visit www.ci.wilsonville.or.us/building or contact the Building Division at 503-682-4960. We love working with citizens and community partners to help achieve safe, accessible, energy efficient, and code compliant building projects!

**PROCLAMATION
BUILDING SAFETY MONTH
MAY 2019**

WHEREAS, the community members of Wilsonville spend considerable time at home, at school, at work, worship, and play in buildings; and

WHEREAS, our city places a high value on ensuring buildings are safe for the protection of its community members from disasters such as fire, wind storms, earthquakes, landslides, floods, and other natural hazards; and

WHEREAS, "No Code. No Confidence." The national theme for Building Safety Month, encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and

WHEREAS, the effective administration of building safety codes affects our community and gives us confidence that our structures are safe and sound; and

WHEREAS, our confidence is increased by the devotion of professional building inspectors, fire prevention officers, design professionals, and licensed contractors - who work year-round to ensure the construction of safe, durable, and sustainable buildings; and


WHEREAS, in observance of Building Safety Month, Wilsonville community members are reminded about the benefits of safe and sustainable spaces whether at home, at work, or other places where we gather in our communities.


NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville, do hereby proclaim the month of May 2019 as:

BUILDING SAFETY MONTH

I encourage all Wilsonville residents to join communities across America with participation in Building Safety Month activities.

Dated this 15th day of April 2019


Tim Knapp, Mayor




May 1-5, 2019

May 6-12, 2019

May 13-19, 2019

May 20-26, 2019

May 27-31, 2019

WEEK 1



**PREPARING FOR DISASTERS:
BUILD STRONG,
BUILD SMART**

WEEK 2



**ENSURING A SAFER FUTURE
THROUGH TRAINING
AND EDUCATION**

WEEK 3



**SECURING CLEAN,
ABUNDANT WATER
FOR ALL COMMUNITIES**

WEEK 4



**CONSTRUCTION
PROFESSIONALS
AND HOMEOWNERS:
PARTNERS IN SAFETY**

WEEK 5



**INNOVATIONS IN
BUILDING SAFETY**

Economic Development

Business Recruitment

- Ongoing conversations with an Arizona-based co-working/small business incubator company considering expansion to Wilsonville to support growing startup ecosystem in the city. Co-working company has met with the Chamber of Commerce and is already collaborating with a large local employer. Staff is researching grants, technical assistance programs, and partnerships to support the effort.

Coffee Creek Industrial Area

- Development: Acquisition efforts appear to be progressing for an industrial developer seeking to develop 40 acres of land east of Garden Acres Road in the Coffee Creek Industrial Area for a 700,000 square foot speculative industrial development.
- Financing: City Council approved the \$3.8 million bond to finance Garden Acres Road, to be repaid with TIF revenue over time. The project went out to bid in April and construction will commence in the summer.

Vertical Housing Development Zone Assessment

- City Council gave staff direction to continue assessment of potential Vertical Housing Development Zone (VHDZ) tool to encourage mixed-use development in Villebois Village Center. The VHDZ will tentatively be discussed at the May 20 Council work session.

Engineering Division, Capital Projects

5th to Kinsman Road Extension (4196)

Pre-qualified contractors who can bid on the project are: Emery and Sons; James W. Fowler Co.; Goodfellow Brothers LLC; Kerr Contractors; Kiewit Infrastructure West Co.; Moore Excavation, LLC; Pacific Excavation, Inc.; Tapani Inc.; and Wildish Standard Paving Co. City comments to the 100% design plans have been returned to the consultant for updating. Staff are working on review of the appraisals as they are received for the acquisition process.

Charbonneau Utility Repairs – French Prairie Drive Phase II and Old Farm Road Phase I (1500/2500/4500/7500)

This project involves repair and replacement of deficient storm, sewer, and water pipe lines in the Charbonneau District, as identified in the Charbonneau Consolidated Improvement Plan. The City's consultant submitted the 60% plans for the French Prairie Phase 2 project in March, with 90% plans anticipated in mid-April. Design will finalize in mid-May with construction beginning in summer 2019 (for French Prairie). Old Farm Road Phase 1 project will be designed later in 2019 and early 2020, with construction in spring/summer 2020.

Coffee Creek Industrial Area Regional Stormwater Facility Project (7060)

This project involves modeling of current and buildout stormwater runoff conditions within portions of the Coffee Creek and Basalt Creek basins and will design and construct improvements to alleviate existing seasonal flooding to allow for future development within both the Coffee Creek Industrial Area and the Basalt Creek Concept Area. Facility siting and channel improvement concepts were submitted the second week of April for preliminary review. The consultant is working on generating the Alternatives Report in April for City review.

Elligsen Well Upgrade and Maintenance (1128)

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. Capacity analysis of the stormwater system downstream of the well house which carries pump-to-waste flows will continue through June 2019. Identifying and quantifying well deficiencies and improvements to the well casing, redevelopment of well capacity, and other improvements will occur in fiscal year 2019-2020.

French Prairie Bridge (9137)



See the following page for more information about the French Prairie Bridge project and visit <http://frenchprairiebridgeproject.org/> to take a survey on the two remaining bridge designs (shown here).



Engineering Division, Capital Projects

French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. An online survey is running through May 5 to gather public input on the two remaining bridge designs, cable stayed and suspension. The project Task Force is meeting on June 4 to make a recommendation on the preferred bridge design for consideration by City Council and the Clackamas Board of County Commissioners.

Garden Acres Road (4201)

The project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. The project is currently out for construction bids, with a bid opening date scheduled for May 23. Construction is anticipated to begin in July.



Gesellschaft Well Facility and Upgrade (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. Design will be finalized in spring 2019 and will be constructed in summer 2019.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Council will be considering a resolution to proceed with purchase of the Town Center Pad A property for use as the east bridge landing and Town Center gateway at the May 6 regular session. Staff is preparing Request for Proposal documents to solicit design proposals from qualified consulting firms, expected to begin in July.

Memorial Drive Splitter Manhole Replacement (2085)

This project involves the replacement of an existing sanitary sewer manhole at the intersection of Parkway Avenue and Memorial Drive with a new flow diversion manhole. The purpose of the project is to maintain equalized flows between two parallel sewer lines under I-5 and to avoid potential overflows. Three competitive quotes were received in late March. Construction is anticipated to begin in early May and is to be completed by the end of June 2019.

Engineering Division, Capital Projects

Memorial Park Pump Station (2065)

60% design review meeting is complete. The consultant team is working on incorporating comments and finishing up the packet for the land use submittal.

Street Maintenance (4014/4118)

We had great discussions at the 90% review meeting. We are moving steadily towards 95% design and are trying to get out to bid in May.

Villebois Regional Parks 7 & 9 (9167)

Final plans are under review for these regional parks along the northeast and east edges of Villebois. Construction is expected to occur over summer/fall 2019.

Willamette River Storm Outfalls (7053)

Project was advertised for construction with bids due on April 25. Pre-qualified contractors who can bid on the project are: Braun Construction; Canby Excavating; Elting Northwest, Inc.; Emery & Sons Construction Group, LLC; Moore Excavation, Inc.; Pacific Excavation; and Paul Brothers.

Willamette Way Intersection/Graham Oaks Pedestrian Enhancements (0012/0013/4717)

Concrete work wrapped up the last full week of April. The sidewalk and some of the curb ramps have been poured. The last curb ramp was poured the week of April 22. The crosswalk will be reopened as soon as the concrete is dry enough for foot traffic.

WTP Surge Tank (1111)

The new meter vault has been cast at the Water Treatment Plant (above). Materials are on order for the Surge Tank. The installation is scheduled for mid-May.

WWSP Coordination (1127)

Ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the 5th/Kinsman project (4196), and the Kinsman/Wilsonville Road truck turning improvements. Council approved the Garden Acres IGA incorporating the WWSP 66" water line into the Garden Acres Road project at the April 1 regular session.



Engineering Division, Private Developments

Fir Commons

Construction expected to start in May for this nine home condominium development near Fir Avenue and 4th Street in Old Town.

Frog Pond Meadows

Plans have been submitted and are under review for this 74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road.

Frog Pond—Morgan Farm Phase 2

Plans have been submitted and are under review for this 42-lot subdivision located north of Morgan Farm Phase 1.

Northstar Contractor Establishment—Day Road

Plans are under review for street frontage improvements for this project. Construction expected to start in May 2019.

Natural Resources

Earth Day and World Water Day

With the rush of daily routines and the other things that fill our days, it is easy to forget the delicate balance that sustains our home, planet Earth. The beauty we see every day—whether a blue sky, flowers in bloom, or a hummingbird in flight—are dependent on a healthy planet. We all have a role in sustaining and caring for this wonderful world. And what could be more important to living on this planet than water? Water makes up 70% of the Earth's surface, but only a small percentage is available to use and drink.

In March, to celebrate World Water Day (March 22), staff posted on social media about the following topics:

1. Pet waste
2. Planting native vegetation
3. Public transit
4. Vehicle maintenance
5. Stormwater management

In April, to celebrate Earth (April 22), staff posted on social media about the following topics:

1. Pollinator conservation
2. Environmental pollution
3. Species protection and habitat preservation



Planning Division, Current

Projects Being Prepared for Development Review Board/City Council Review

- Industrial warehouse/office development between Boberg Road and Boones Ferry Road just south of Boeckman Road
- Street Vacation, Cherbourg Lane, Villebois north of Berlin Avenue
- Office Building, Pioneer Court at I-5
- 5-year Temporary Use Permit for Morgan Farm subdivision, Frog Pond

Administrative Land Use Decisions Issued

- Architectural changes to entry canopies for Siena condo buildings in the Villebois Village Center
- 8 Class I Administrative Reviews
- 12 Type A Tree Permits
- 5 Type B Tree Permits
- 4 Class I Sign Permits
- New Single-family and row house building permits

Board and Commission Updates

Development Review Board (DRB)

Development Review Board Panel A did not meet in April 2019.

Development Review Board Panel B did not meet in April 2019.

Planning Commission

On April 10, staff presented the Residential Code Revision project to the Planning Commission. Planning Commissioners recommended disseminating this complex project into several categories for future review. Staff also presented the 2018 Housing Report that is available on the City's website at <http://www.ci.wilsonville.or.us/housingreport>.

The next regular Planning Commission Meeting is Wednesday, June 12.

Planning Division, Long Range

Basalt Creek Concept Plan

The City Council public hearing regarding the Basalt Creek Comprehensive Plan and Transportation System Plan Amendments was held on April 1 with the second reading on April 15. City Council unanimously voted to adopt the amendments. The Tualatin City Council also considered and voted in support of the Comprehensive Plan and



Transportation System Plan amendments related to the

Basalt Creek Concept Plan at a public hearing on April 8. On April 16, the Washington County Board of County Commissioners passed an ordinance to adopt the amended Urban Planning Area Agreement between the County and the City of Wilsonville, acknowledging the City's new authority in the Basalt Creek Planning Area, which the Wilsonville City Council previously resolved to sign through Resolution No. 2726. These actions mark the completion of the multi-year Basalt Creek Concept Planning project.

General project information is available on the City's project website <https://www.ci.wilsonville.or.us/planning/page/basalt-creek>.

Equitable Housing Strategic Plan

The project team (City staff, Metro staff, and the consultant team) held a project kickoff meeting to confirm project milestones, deliverables, and schedule. Initial data is being gathered in partnership with the Clackamas County Housing Needs analysis, and the project team is outlining plans for community engagement and establishing the project task force. Staff is preparing for initial updates to the Planning Commission and City Council in June to share the project scope and schedule and confirm project objectives. Meetings later in summer and fall will focus on the market findings and public outreach results in order to prepare for discussions on various policies and programs for the City to consider.

Wilsonville Town Center Plan

Staff presented the Town Center Plan project at the April 15 City Council Public Hearing for first Reading of Ordinance No. 835, adopting the Wilsonville Town Center Plan and related amendments to the Comprehensive Plan Map and Text, Zoning Map, and Development Code. After considering the information and public testimony, the City Council unanimously passed a motion to approve Ordinance No. 835. The second reading will be before the City Council on May 6.

For additional information about the Town Center Plan project, visit the project website www.wilsonvilletowncenter.com.





APRIL MONTHLY REPORT

From the Director:

The proposed budget has been delivered to the Budget Committee and we await our first meeting on May 16. The second and third meeting, if needed, are scheduled for May 28th and 29th. The budget will be presented to City Council for adoption on June 3.

During the month of April court clerk Eleesa Aguilar attended the Oregon Association for Court Administration (OACA) spring conference. Items covered included upcoming legislative changes that will affect court, updates to the Oregon DMV, and the ability to file convictions electronically as well as information regarding the ongoing concern for working with low income and indigent defendants. Court clerk Pam Munsterman attended the Tyler Connect 2019 conference which provided extensive training on the court's software system. The online program for court payments is being redesigned to allow for additional services such as not guilty pleas and compliance dismissals. Accountant Cricket Jones also attended the Tyler Connect conference for preparation for the upcoming migration to the Munis System.

We are continuing the preparation to move our payroll from a monthly basis to a biweekly basis. This is quite an undertaking as it requires updating the existing payroll system with all new calculations for the handling of each benefit and deduction code. The first biweekly payroll check will be issued August 16.

Enjoy the beautiful sunshine!

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2018-April 30, 2019

Please Note: Utility Billing is reported with a one month lag

Utility Billing:

Total Monthly Bills	61,004
New Customers	793
New Service Locations	116

Accounts Payable:

Invoices Processed	6,374
Payments Processed	3,414

Municipal Court:

Total Citations Issued	1,871
Total Suspensions Issued	420
Ticket Revenue	\$284,602

Fund Updates:

Attached please find the fund summaries through April 2019. The following is an update on five of the operating funds.

The General Fund has received 89% of the revenues budgeted through the first three quarters of the fiscal year. Total expenses are being reported at 61% of budget, due primarily to the timing of the Clackamas County Sheriff's contract payments.

The Building Fund revenues increased to 61% of budget through April. Currently, expenses continue to outpace the revenues. Due to the timing of building permit receipts between fiscal years, the excess fund balance will be used to bridge the expense to revenue gap this year. As budgeted, the Building Fund will be using the fund balance that has been built up over the last few years.

While Community Development revenues are lower than anticipated through the first nine months of the fiscal year, expenses have also been significantly lower than anticipated. As of April 30, the total expenses exceed current revenues by a little over \$261K. A busy Spring is anticipated and should help the CD Fund end the fiscal year with the revenues exceeding the expenses.

The Transit Fund's revenues continue to outpace the actual expenditures to date. As typical, bus purchases funded primarily with grant funds are expected to be received by the end of the fiscal year that will increase both revenues and expenditures. The arrival of the electric bus is anticipated in May and the payment will be processed prior to the end of the fiscal year.

As of April 30, the Water Operating Fund has received 107% of its budgeted water sales with the warmer months yet to come. As of April 30, the City of Sherwood has purchased over \$2 million in water this fiscal year from the City, which is doubled the amount that was anticipated in the budget.

The remaining operating funds; Fleet, Road Operating, Road Maintenance, Sewer, Streetlight, and Stormwater all are seeing their year-to-date revenues exceeding their year-to-date expenditures as expected.

Did you know?

The last budget supplemental adjustment will be presented to Council on June 17. This adjustment will include last minute requests to insure that programs will not exceed their allotted budgets by the end of the fiscal year.

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,213,487	9,917,345	88%
Intergovernmental	2,141,825	1,910,288	89%
Licenses and Permits	176,510	150,471	85%
Charges for Services	753,480	591,625	79%
Fines	315,000	284,602	90%
Investment Revenue	206,000	316,728	154%
Other Revenues	3,557,120	3,479,956	98%
Transfers	3,369,303	2,639,154	78%
Total Revenue	21,732,725	19,290,169	89%
Personal Services	8,390,218	6,437,311	77%
Materials and Services	12,441,145	7,627,738	61%
Capital Outlay	129,300	8,603	7%
Transfers	4,502,000	1,476,181	33%
Total Expense	25,462,663	15,549,834	61%
Fund 210 Fleet Fund:			
Charges for Services	1,343,601	1,119,660	83%
Investment Revenue	23,690	26,758	113%
Other Revenues	0	9,900	-%
Total Revenue	1,367,291	1,156,318	85%
Personal Services	750,366	529,361	71%
Materials and Services	613,305	547,492	89%
Capital Outlay	188,000	87,647	47%
Transfers	2,400	1,800	75%
Total Expense	1,554,071	1,166,300	75%
Fund 230 Building Fund:			
Licenses and Permits	588,000	462,836	79%
Licenses and Permits-Villebois	547,000	194,785	36%
Charges for Services	8,600	7,160	83%
Investment Revenue	56,650	60,170	106%
Other Revenues	0	532	-%
Transfers	37,701	31,852	84%
Total Revenue	1,237,951	757,335	61%
Personal Services	1,030,960	761,177	74%
Materials and Services	186,691	110,294	59%
Transfers	900,660	321,559	36%
Total Expense	2,118,311	1,193,030	56%
Fund 235 Community Development Fund:			
Intergovernmental	62,500	0	-%
Licenses and Permits	563,413	922,194	164%
Licenses and Permits-Villebois	45,567	136,970	301%
Charges for Services	974,732	632,521	65%
Investment Revenue	39,140	58,231	149%
Other Revenues	200	832	416%
Transfers	3,225,167	1,426,766	44%
Total Revenue	4,910,719	3,177,513	65%
Personal Services	3,177,336	2,106,193	66%
Materials and Services	703,913	348,008	49%
Capital Outlay	28,000	2,567	9%
Transfers	551,172	459,310	83%
Total Expense	4,460,421	2,916,078	65%
Fund 240 Road Operating Fund:			
Intergovernmental	1,642,800	1,269,976	77%
Investment Revenue	17,510	25,548	146%
Other Revenues	2,000	1,610	81%
Total Revenue	1,662,310	1,297,135	78%
Personal Services	412,651	292,208	71%
Materials and Services	490,632	332,122	68%
Capital Outlay	51,500	73,874	143%
Debt Service	82,000	81,446	99%
Transfers	696,851	228,602	33%
Total Expense	1,733,634	1,008,253	58%

	Budget	Activity	% Used
Fund 245 Road Maintenance Fund:			
Charges for Services	1,792,369	1,545,014	86%
Investment Revenue	27,268	54,901	201%
Total Revenue	1,819,637	1,599,915	88%
Transfers	2,946,935	203,208	7%
Total Expense	2,946,935	203,208	7%
Fund 260 Transit Fund:			
Taxes	5,006,000	4,383,064	88%
Intergovernmental	2,549,740	552,854	22%
Charges for Services	185,000	111,212	60%
Investment Revenue	41,050	60,416	147%
Other Revenues	14,000	13,393	96%
Total Revenue	7,795,790	5,120,939	66%
Personal Services	3,526,766	2,826,214	80%
Materials and Services	1,910,759	1,470,161	77%
Capital Outlay	2,157,569	144,187	7%
Transfers	669,002	453,518	68%
Total Expense	8,264,096	4,894,080	59%
Fund 310 Water Operating Fund:			
Charges for Services	8,384,355	8,939,938	107%
Fines	19,000	15,125	80%
Investment Revenue	100,000	243,892	244%
Other Revenues	195,550	194,103	99%
Transfers	350,000	350,000	100%
Total Revenue	9,048,905	9,743,057	108%
Personal Services	581,820	435,428	75%
Materials and Services	4,220,553	2,621,352	62%
Capital Outlay	690,644	237,469	34%
Debt Service	1,875,000	757,637	40%
Transfers	2,647,753	777,721	29%
Total Expense	10,015,770	4,829,608	48%
Fund 320 Sewer Operating Fund:			
Charges for Services	7,996,145	6,863,623	86%
Fines	0	97,342	-%
Investment Revenue	127,602	253,101	198%
Other Revenues	27,000	16,890	63%
Transfers	600,000	600,000	100%
Total Revenue	8,750,747	7,830,956	89%
Personal Services	383,530	270,603	71%
Materials and Services	3,391,874	2,215,276	65%
Capital Outlay	29,833	18,683	63%
Debt Service	3,030,000	546,131	18%
Transfers	2,714,974	970,108	36%
Total Expense	9,550,211	4,020,801	42%
Fund 350 Street Lighting Fund:			
Charges for Services	518,250	435,679	84%
Investment Revenue	16,789	24,530	146%
Total Revenue	535,039	460,209	86%
Materials and Services	359,651	271,472	75%
Transfers	442,270	610	-%
Total Expense	801,921	272,082	34%
Fund 370 Storm Water Operating Fund:			
Charges for Services	2,928,917	2,452,452	84%
Investment Revenue	30,900	45,468	147%
Total Revenue	2,959,817	2,497,920	84%
Personal Services	259,270	160,359	62%
Materials and Services	473,780	345,548	73%
Capital Outlay	161,964	4,443	3%
Debt Service	508,500	507,827	100%
Transfers	2,169,419	970,770	45%
Total Expense	3,572,933	1,988,946	56%



APRIL 2019 MONTHLY REPORT

From the IT Director:

Let there be light!

Last time I wrote about how components are becoming interconnected around the City. This was highlighted in late April when we completed the lighting upgrade for the Council Chambers and Willamette River Meeting rooms.

The compact florescent lighting that was originally installed was relatively efficient, but the particular style of lamp used has fallen out of favor in the industry and getting replacement lamps was becoming difficult. We made the decision to look into LED lighting for the rooms because of their efficiency and long life. The City worked with an integrator to configure a system that would provide good lighting not only for the rooms but also for the Wilsonville Government TV Channel.

The decision was made early on to have the City's facilities crew assist in the demo of the existing lights and the installation of the new lights. This had several benefits over the course of the project. The labor of the project was cheaper than if it was hired out, but more importantly, the facilities crew became very familiar with the new lighting system. This will pay huge

dividends in the future when it comes to fine tuning or troubleshooting the system. The entire facilities group and electricians worked very hard on the project and were able to turn it around in a week. I would like to take a moment and highlight one particular individual on the Facilities team, Javid Yamin. Javid worked tirelessly during the week to make sure the project finished on time. There were several long days but with a steady supply of coffee, he handled everything from initial disassembly of the old lighting to the installation of the new and the majority of the clean-up at the end. Thank you Javid for your hard work!

Once the lights were in, we worked on the programming of the lighting. Each individual light has a separate address that allows it to be controlled. Beside either on or off, the brightness of a light can be set between 0 and 100%. This allows the ability to precisely control the amount of light at each point in the room. This is particularly important for television lighting. A great deal of time



Chris, ECO Electric and Javid, Facilities

was spent fine tuning the light in each of the rooms so that the image that is captured on cameras looks good. A measurement was taken at each location in the room that a person would be sitting to make sure the appropriate number of foot candles (a measurement of light) was available for a good picture. A lot of factors contribute to this such as amount of ambient light at a particular time of day, number of lights on in the room, etc. We anticipate that we will need to fine tune the system over the next couple of months but we believe that it is close.

The results of the project have been fantastic. The new lights give a very clean and contemporary lighting pattern in both rooms. The lights in the Council Chambers provide a light that is less straining for people sitting around the dais and in the audience. The lighting in the Willamette River rooms is much brighter and the television image is significantly better than it was prior to the upgrade. The LED lights provide a better color spectrum for the HD cameras with means they don't have to work as hard to compensate for shifts in lighting. Overall, we are very excited for everyone to see the results of the project!

Until next time,

Andy Stone

IT Director



Before (compact florescent lighting) - Council Chambers



During Project Construction - Council Chambers



Old lighting fixtures



After (LED lights) - Council Chambers



CHECK OUT!

Wilsonville Public Library news & events

April 2019

8200 SW Wilsonville Road
Wilsonville, OR 97070

Phone: 503-682-2744

Fax: 503-682-8685

E-mail:

info@wilsonvillelibrary.org

Hours & Days of Operation

Mon.- Thurs.: 10am-8pm

Fri. - Sat.: 10am-6pm

Sun.: 1-6pm

Find us online at:

www.WilsonvilleLibrary.org

Facebook (WilsonvilleLibrary)

Twitter (@wvlibrary)

Cultural Passes now available online

Just in time for summer!

Reserve free passes to local attractions online with your LINCC library card.

Popular attractions include the Portland Japanese Garden, Evergreen Aviation and Space Museum, the World of Speed Motorsports



Museum, and many more.

You can now reserve your pass online and print your

pass, or show your pass on your phone or mobile device.

Loan is for one day. You may have up to two active reservations at any one time.

You can access the service on any computer, and view your reservations and print from there.

Find out more at:
www.WilsonvilleLibrary.org/CP



Library Artist of the Month:

Brad Isom

Library closed Monday, May 27



The library will be closed on Monday, May 27, in observance of Memorial Day.

To renew items, select "My Account" on the Library website or call the automated phone service at 503-659-8634.

www.WilsonvilleLibrary.org

Check Out!

Youth Programs

Birth to Age 5

Baby Time

For ages 0-12 months
Rhymes, songs, and special bonding time with your baby.

Thursday mornings
11:30 am–12:15 pm
(including playtime)
Oak Room
Through May 16

Toddler Time

For ages 1 & 2
Stories, songs, and puppets with your toddler.

Tuesday mornings
10:00 am–10:30 am
11:00 am–11:30 am
Oak Room
Through May 14

Family Storytime

For ages 3 and up
Bring the whole family for fun with books, including creative storytelling with songs, puppets, and props.

Tues. evenings: 6:30–7:00 pm
Wed. mornings: 10:30–11:00 am
Thurs. mornings: 10:30–11:00 am
Oak Room
Through May 16

Play Group

For ages 0-6
Drop in anytime and let the kiddos play with a variety of toys, as well as socialize with the under-6 crowd.

Monday mornings
10:00 am–11:30 am
Oak Room
Through May 13



Grades K–5

LEGO Night

Construct, create, and imagine with LEGOs. Try our monthly challenge or build whatever you want.

Wednesday, May 22
6:30–7:30 pm
Oak Room



Science Zone

Looking for something to do on Early Release Days? How about some science fun! Get hands-on with exciting science experiments.

For children in grades 3-5

Wednesday, May 8
1:30–2:30 pm
Oak Room



Summer Reading Program starts in June!

Children ages birth to 6th grade can sign up starting Monday, June 10. Parents are welcome to read to their child, which also counts towards reading for the Adult Summer Reading Program.

Find out more:
www.WilsonvilleLibrary.org/SRP

Did you know?

The average cost for LINCC to buy an eBook is \$45, and \$65 for eAudiobooks.

eAudiobooks are a very popular format! Of all the audiobooks checked out in our LINCC system, over 40% are downloaded.

Find out more:
www.WilsonvilleLibrary.org



Teen Programs

May 2019

Grades 6–12

Join us for FREE movies, games, food, and more with monthly events just for 6th–12th graders.



AFTER-SCHOOL ACTIVITIES

Wednesday, May 22

4:00 pm–6:00 pm

Artwork and the movie version of the tale of Aladdin.

AFTER-HOURS EVENT

Nerf Night V

Friday, May 17

6:30 pm–8:30 pm

Elimination Tournament and more. Some blasters provided, but bring your own as well!

Find out more on our website:
www.WilsonvilleLibrary.org/teens

TAB wants you!

The Teen Advisory Board (TAB) is made up of 6th through 12th graders like you who meet to:

- Hang out, eat, & have fun
- Help choose books, music, and movies for the library
- Plan events

If you're interested, send us an e-mail or call Brad at 503–570–1592, or just show up at our next meeting.

Teen E-mail List

Want to come to an event, but need a little reminder? Enter your email address at

www.WilsonvilleLibrary.org/subscribe

to get added to our eNotify list.

Or become a Facebook friend of “Wilsonville Library” to get event updates!

Adult Programs

Classes, Lectures, & Workshops



Introduction to Publication Writing series

Fun, interactive workshops for teens and adults in any stage of their

writing journey.

These sessions are free and can be attended in any order.

Registration is required for each session.

Session 3:
"Hone Your Craft Part Two"
Monday, May 6

6:00–7:30 pm
Build stronger storytelling skills with character development and dialogue.

Session 4:
"Story Arc and Point of View"
Monday, May 13

6:00–7:30 pm
Master Point of View, learn the elements of a great story and the techniques to great beginnings and endings.

www.WilsonvilleLibrary.org/classes



English class

Learn English for free at the library. All levels welcome.

Thursday afternoons
1:00 pm–2:30 pm
No charge—Drop in!



History Pub

Monthly programs focusing on Oregon's rich history.

Tuesday, May 28
6:30 pm–8:00 pm
Wilsonville McMenamins
Doors open at 5 pm
No charge

Clubs & Groups

Book Club

New members welcome!

Thursday, May 23
6:00 pm–8:00 pm
No charge

English Conversation Group

Informal practice for non-native English speakers.

Monday evenings
6:00 pm–7:30 pm
No charge

Great Books Discussion Group

Round table discussion of great Western classics.

Tuesday, May 14
6:00 pm–8:00 pm
No charge

Genealogy Club
Open to beginner and seasoned genealogists.

Monday, May 20
6:00 pm–7:00 pm
No charge

Entertainment



First Friday Film

Professional rock climber Alex Honnold attempts to conquer the first free solo

climb of famed El Capitan's 900-metre vertical rock face at Yosemite National Park.

Friday, May 3
6:00 pm–8:00 pm
No charge





Book Notes Concert

Monthly live music in the library stacks on the 2nd Saturday of the month.

The Junebugs
High-energy folk-rock trio fuses pop and rock with Pacific Northwest folksy goodness.

Saturday, May 11
2:00 pm–3:00 pm
No charge

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1 ● Family Storytime 10:30-11 am	2 ● Family Storytime 10:30-11 am ● Baby Time 11:30 am-12:15 pm ● English Class 1-2:30 pm	3 ● First Friday Films Free Solo (PG-13) 2018 6-8 pm	4 ● Mexican Folk Dancing for Kids 10:30-11:30 am	
	5	6 ● Playgroup 10-11:30 am ● English Conversation Group 6-7 pm ● Introduction to Publication Writing: Hone Your Craft Part Two 6-7:30 pm	7 ● Toddler Time 10-10:30 am 11-11:30 am ● Family Storytime 6:30-7 pm	8 ● Family Storytime 10:30-11 am ● Science Zone 1:30-2:30 pm ● Teen Activity Artwork & Aladdin 4-6 pm	9 ● Family Storytime 10:30-11 am ● Baby Time 11:30 am-12:15 pm ● English Class 1-2:30 pm	10	11 ● Mexican Folk Dancing for Kids 10:30-11:30 am ● Booknotes Concert Series The Junebugs 2-3 pm
	12	13 ● Playgroup 10-11:30 am ● English Conversation Group 6-7 pm ● Introduction to Publication Writing: Story Arc and Point of View 6-7:30 pm	14 ● Toddler Time 10-10:30 am 11-11:30 am ● Great Books Discussion Group <i>Reflections on the Revolution in France</i> by James Burke ● Family Storytime 6:30-7 pm	15 ● Family Storytime 10:30-11 am	16 ● Family Storytime 10:30-11 am ● Baby Time 11:30 am-12:15 pm ● English Class 1-2:30 pm	17 ● Teen Advisory Board 4:30-6:30 pm ● Teen Nerf Night V 6:30-8:30 pm	18 ● Mexican Folk Dancing for Kids 10:30-11:30 am
	19	20 ● Genealogy Club 1-2:30 pm ● English Conversation Group 6-7 pm	21	22 ● Lego Night 6:30-7:30 pm	23 ● English Class 1-2:30 pm ● Book Club <i>Behold the Dreamers</i> by Imbolo Mbue 6-8 pm	24	25 ● Mexican Folk Dancing for Kids 10:30-11:30 am
26	27  Memorial Day Library Closed	28 ● History Pub Did They Really Wear That on the Trail? with Marge Harding 6:30 pm Doors open at 5 pm	29	30 ● English Class 1-2:30 pm	31		

PROGRAM TYPE
 ● Children
 ● Teen
 ● Adult

MAY





Several Parks and Recreation activities took place in the month of April. The success of each and every one of these events is made possible by the amazing citizens of Wilsonville, through volunteering, participating and by local sponsors who enhance these endeavors. Thank you to the generous sponsors of the Egg Hunt: Hope Assembly, Al Kader Shriners, Wilsonville Orthodontics and Therapeutic Associates. Because of their help, we had enough “staff” to have a safe/fun event. There were 17,000 eggs and prizes including bicycles, large Easter Baskets, and Teddy Bears for a few of the 2,000 attendees.

WERK day saw over 125 volunteers who helped our park staff by removing invasive species, painting picnic tables, and spreading bark dust. The Wilsonville Rotary once again provided an AMAZING (and organized) breakfast. Wilsonville’s City Manager, Bryan Cosgrove and Assistant City Manager, Jeanna Troha helped hand out shirts. The registration table was operated by the Parks Board who also volunteered their time. Along with a shirt, participants also received coupons from Wilsonville Lanes and Bullwinkle’s Entertainment Center.

Staff hosted a Cable Tree Ceremony at Memorial Park that was orchestrated by City Council Member Charlotte Lehan, Oregon Travel Information Council Staff, and our Assistant to the City Manager, Zoe Monahan. The event was flawless, entertaining, and educational.

Erica Behler’s Hidden Egg Contest was a HUGE hit with the community, as you can tell by the smiling faces of the treasure hunt winners. It was a great activity and we hope to have more creative ideas like this in the near future.

The Park Crew also took over maintenance of three struggling parks: Landover, Hathaway and Willow Creek. After just one long day, all three parks have already been transformed. Staff will be replacing the playground amenities at these parks within the next few months and making other improvements as we move ahead. Thank you to all volunteers, sponsors, and the incredible parks and recreation team.

-Mike McCarty

Recreation Updates:

Hidden Eggs and Hammocks!

During the month of April, the Parks and Recreation department hid a series of eggs in the lesser known parks and trails around town including, Courtside Park, Boeckman Creek Trail, and Park at Merryfield. Each egg was hidden on a Friday around 5pm and was accompanied by a riddle which was posted to social media.

The riddles, one of which was, “In these ancient arms I sit, nice and snug I do fit. I can see the red barn yonder, this one shouldn’t make you ponder” were posted with a vague picture of the egg’s location. While the Parks and Recreation team was quite proud of their riddle work, Wilsonville residents proved to be quite crafty as all. The eggs were found in 45 minutes or less from the time they were placed! (Just in case you were wondering.... the answer to the above riddle was an egg hidden in a large tree “ancient arms” by the Murase Plaza playground– hence the “red barn”)

Each hidden egg contained a certificate for a camping hammock that is portable and can be set up between any two trees without harming them- which makes it great for our parks. All in all, it seems to have struck a streak of adventure in Wilsonville residents and we will continue the tradition next year.



Recreation Updates:

Wilsonville Community Egg Hunt

The Wilsonville Community Egg Hunt took place on Saturday, April 20 at the Memorial Park ball fields. Sponsors for the event included Al Kader Shriners of Wilsonville, Hope Assembly, Wilsonville Orthodontics, and Therapeutic Associates. The Imagination Library and Mad Science summer camps were also present to promote upcoming programs.

A total of 17,000 eggs were dispersed on the ballfields at Memorial Park. There were four separate age groups, including 1-3, 4-5, 6-7, and 8-11. Among the field of eggs were special prize eggs which had certificates to win things like teddy bears, large Easter baskets, large prize eggs, and even bikes! Bailey the Bunny also made a special appearance for photographs and hugs before the hunts began.

In an effort to mitigate confusion and age groups going out of turn for their hunt, volunteers held large stop signs in the middle of each field. This made sure each age group ran smoothly and will continue to be used for future egg hunts. An estimated 2,000 people came to the event.



GOLD SPONSORS



CO-SPONSORS



WERK Day

Wilsonville residents gathered at the Community Center on Saturday, April 27th for WERK day. A pre-event breakfast of pancakes, omelets and coffee was hosted by the Wilsonville Rotary Club. Participants received an event t-shirt and coupons from Wilsonville Lanes and Bullwinkle's Entertainment Center. WERK day projects included invasive species removal, picnic table painting, and mulching. An estimated 125 people participated and completed projects at 5 different sites.



April 2019

Recreation Updates:

Nutrition Program

Current Nutrition Coordinator I, Janice Mash (right), has been selected to take over the reins of the Community Center Nutrition Program (as Nutrition Coordinator II) when Evie Proctor (left) retires in June. Evie has put in 24+ years of service at the Center and all of her contributions will be missed. Janice has shown a great passion for the program and things are in good hands moving forward.



Upcoming Events:

Mother and Son Night of Fun— June 21

A Night Among the Stars
– June 22

Board Updates:

Parks and Recreation

Board: The Parks Board met on April 11th to distribute funds for the Wilsonville Community Opportunity Grant. Four organizations were awarded funds totaling \$12,500. The organizations included Kohl Creek Golf, Meridian United Church, West Linn-Wilsonville Music and Arts Partners, and Wilsonville Stage.

Wilsonville Community

Seniors Inc.: WCSI trips continue to be popular, and often fill up the first day of registration. WCSI is also preparing for their board elections which will be on Friday, June 14 at noon at the Community Center.

MOTHER & SON NIGHT OF FUN

FRIDAY, JUNE 21ST 6 - 8 PM

MEMORIAL PARK RIVER SHELTER

\$20 PER PERSON- ONLY 50 SPOTS AVAILABLE!

Join us for this year's Mother & Son Night of Fun at the Memorial Park River Shelter! This year's theme is Tie-Dye! Enjoy pizza, music, selfie-station, lawn games, tie-dye (bring one piece of white clothing to tie-dye) wiffle ball, and BUBBLE SOCCER! (Must be 8 years or older to play bubble soccer)

Course#: 9061



A Night Amongst the Stars

Saturday, June 22nd at Memorial Park Ballfields

9:15 pm, Free Event!

Join Wilsonville Parks and Rec. and Rose City Astronomers for a night amongst the stars. This free event will give participants the opportunity to look at the stars through a real astronomer's telescope! Bring your own blanket or lawn chair and binoculars, and come learn with us!

Hot cocoa and tea will be provided.

Rain/Cloud Out date: Saturday, June 29th



Parks Maintenance Updates:

- Hosted Cable Tree Ceremony at Memorial Park River Shelter
- Hosted WERK day
- Installed new signage at Memorial Park Dock
- Began crushing rock for new dog park trail
- Opened Community Garden
- Took over Hathaway and Willow Creek/Landover parks



MONTHLY NEWS

City of Wilsonville Police

VOLUME 2 | ISSUE 3 | PUBLISHED APRIL 15, 2019 | **March 2019**

Highlights



Personnel Changes

During March 2019, we officially welcomed Sgt. Brian Pearson to the City as our fourth shift sergeant. Additionally, Deputy John Wildhaber returned to second shift and Deputies David Fooladjoush and Benjamin Wiley joined us as Officers to fourth shift, while Deputies Matt Brown returned to County Patrol and Brett Ethington moved to our Domestic Violence and Resource Team, known as DVERT.

Clockwise from upper left: Sgt. Brian Pearson, Deputy John Wildhaber, Deputy David Fooladjoush, Deputy Benjamin Wiley



**We didn't move after all.
We're staying put at
30000 SW Town Center Lp E.**

Wilsonville Police Officer Deputy Zachary Keirsey toured a local Cub Scout Den around the station on March 11, 2019. They learned a bit about lifting fingerprints, an important part of the forensics side of law enforcement.



March 30, 2019, Villebois was the scene of a massive fire that is still under investigation. Wilsonville Police with County deputies, Tualatin Valley Fire & Rescue, Oregon State Police, and the Bureau of Alcohol Tobacco & Firearms have responded to this incident. Anyone with information is encouraged to call the Clackamas County tip line at 503-723-4949, case number 19-007264.



Wilsonville March 2019



City of Wilsonville Police Department

30000 SW Town Center Loop E
Wilsonville, OR 97070

In Partnership with

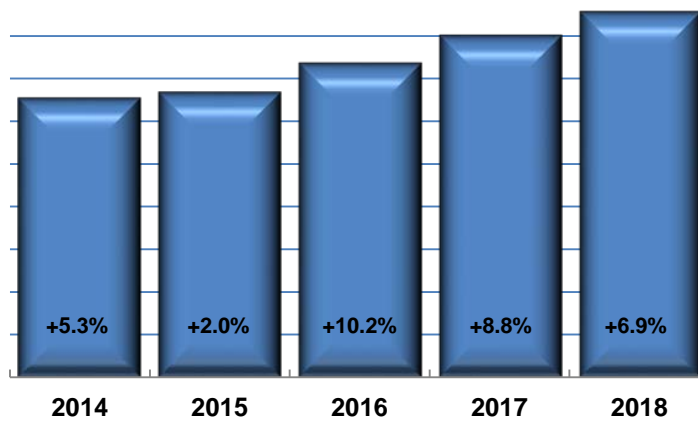


Monthly Summary

During March 2019, the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time deputies assigned to Wilsonville responded to 732 calls for service, which was an average of 23.6 calls a day.

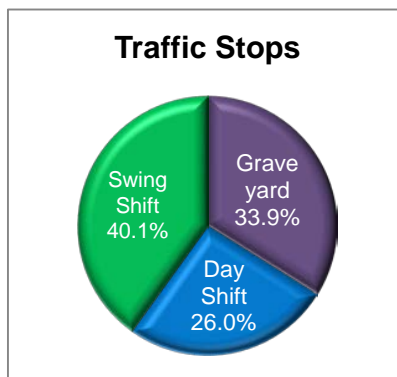
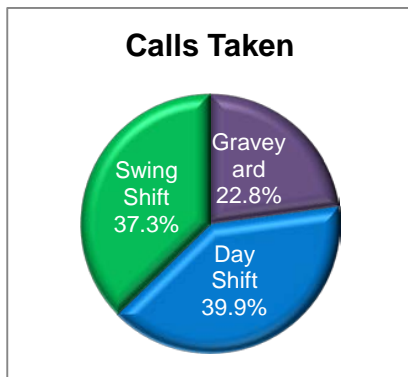
Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2014	6,558	546.5	18.0
2015	6,689	557.4	18.3
2016	7,369	614.1	20.2
2017	8,021	668.4	22.0
2018	8,571	714.3	23.5



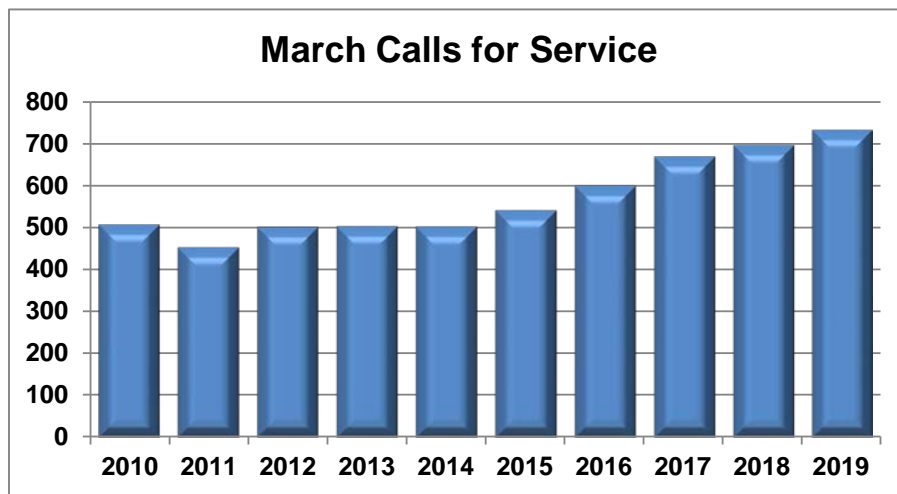
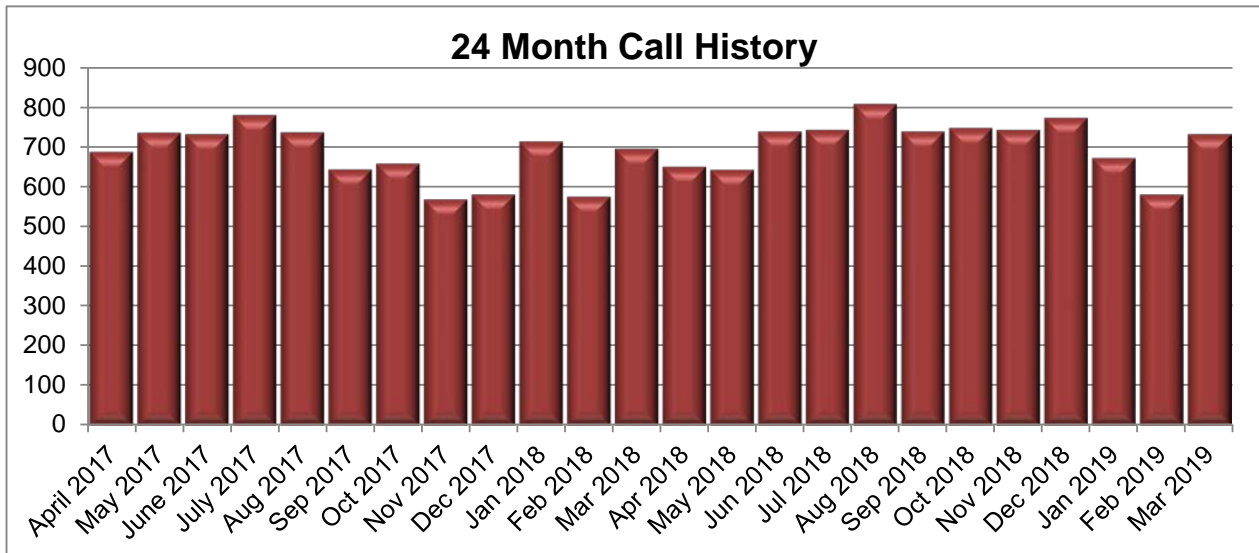
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for March.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	22.8%	33.9%	15.5%
Day Shift	39.9%	26.0%	51.8%
Swing Shift	37.3%	40.1%	32.6%



Calls for Service

Number of Calls Per Shift	March 2019	March 2018	Monthly Average 2017
Graveyard (2100-0700)	167	116	139.6
Day Shift (0700-1700)	292	336	336.3
Swing Shift (1100-0300)	273	244	238.4
Monthly Total	732	696	714.3
Daily Average	23.6	22.5	23.5



Types of Calls

This chart shows the types of calls for service during the month. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature.

Type of Call	March 2019	March 2018	2018 Monthly Avg.
Alarm	66	66	67.4
Assist Public	53	48	48.7
Behavioral Health Incident	50	6	9.8
Theft	46	47	53.3
Parking Complaint	36	60	49.8
Suspicious Person	33	38	34.7
Traffic Complaint	33	39	34.3
Welfare Check	28	36	32.8
Traffic Crash	26	30	32.8
Assist Agency	23	40	34.3
Domestic Disturbance	23	2	27.0
Threat / Harassment	22	13	25.8
Open Door / Window	18	1	3.6
Hazard	17	26	9.5
Suspicious Vehicle	17	25	20.8
Juvenile Problem	16	9	17.9
Suspicious Circumstances	16	16	16.1
Provide Information	15	14	3.8
Criminal Mischief	14	2	9.8
Fraud	14	6	17.7
Vice Complaint	14	3	5.3
Animal Complaint	13	6	10.5
Noise Complaint	12	5	8.9
Noise Complaint	12	5	8.9
Property Investigation	11	15	17.8
Fire Services	10	16	10.8
Unknown / Incomplete	10	5	8.1
Unwanted / Trespass	10	24	19.8
Sex Crimes	8	1	2.2
Suicide Attempt / Threat	8	6	10.4
Stolen Vehicle	6	5	6.3
Burglary	5	11	5.3
Disturbance	5	32	8.1
Minor in Possession	5		0.9
Recovered Stolen Vehicle	5	1	1.7
Assault	4		4.6
Promiscuous Shooting	4		1.1
Death Investigation	3	9	1.7
Missing Person	3	4	3.3
Robbery	3	1	1.2
Abandoned Vehicle	2	5	4.5
Runaway	2	4	2.8
Extra Patrol Request	1	10	2.3
Viol. Restraining Order	1		2.6
Prowler			0.6
Shooting			0.3
Other	21	9	24.0
Total Calls:	744	701	723.2

Median Response Times to Dispatched Calls

	All Calls	Priority 1 & 2 Calls
Input to Dispatch (Time call was on hold)	1:38 Minutes	0:59 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	5:09 Minutes	5:03 Minutes

Other / Self-Initiated Activity

Type of Call	March 2019	March 2018	2018 Monthly Avg.
Traffic Stop	434	465	387.2
Follow-Up Contact	120	102	95.5
Suspicious Veh. Stop	95	88	70.3
Subject Stop	50	23	30.5
Premise Check	24	23	20.7
Warrant Service	20	4	9.3
Detail	9	19	14.8
Traffic Detail**	3		N/A
Suspect Contact	2	5	3.8
Court		5	0.9
Foot Patrol		3	0.5
Meeting		1	1.2
Training		7	3.3
Total Calls:	757	745	637.9

*CCOM switched to a new dispatch CAD system on 03/13/18. The new system does not capture these call types.

** New call type

Reports Written

During March, 193 reports were written. 15.5% were written by the graveyard shift, 51.8% by the dayshift units and 32.6% were written by the swing shift units.

Type of Report	March 2019
Theft	43
Traffic Crash	17
Criminal Mischief	15
Burglary	6
Stolen Vehicle	6
Drug Crimes	6
Assault	2
Identity Theft	1
Other Reports	97
Total Calls:	193

March 2018	2018 Monthly Avg.
45	40.8
5	12.6
4	8.1
6	5.6
2	4.2
4	4.3
4	3.0
5	3.3
101	90.6
176	172.5

Shift Totals	March 2019
Graveyard	30
Day Shift	100
Swing Shift	63

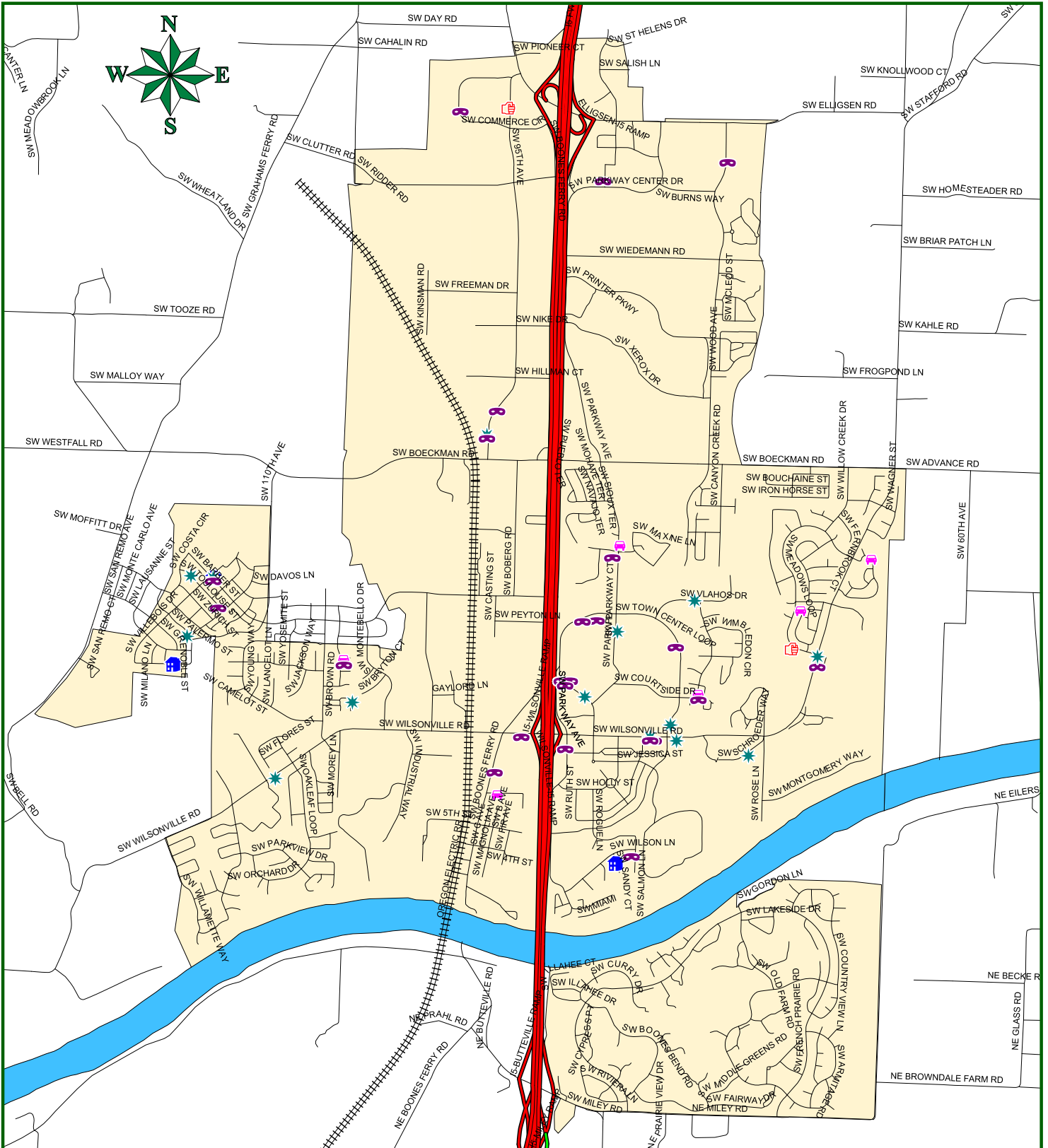
March 2018	2018 Monthly Avg.
26	25.1
81	89.5
69	57.9



Wilsonville March 2019



- Assault
- Burglary
- Criminal Mischief
- Stolen Vehicle
- Theft

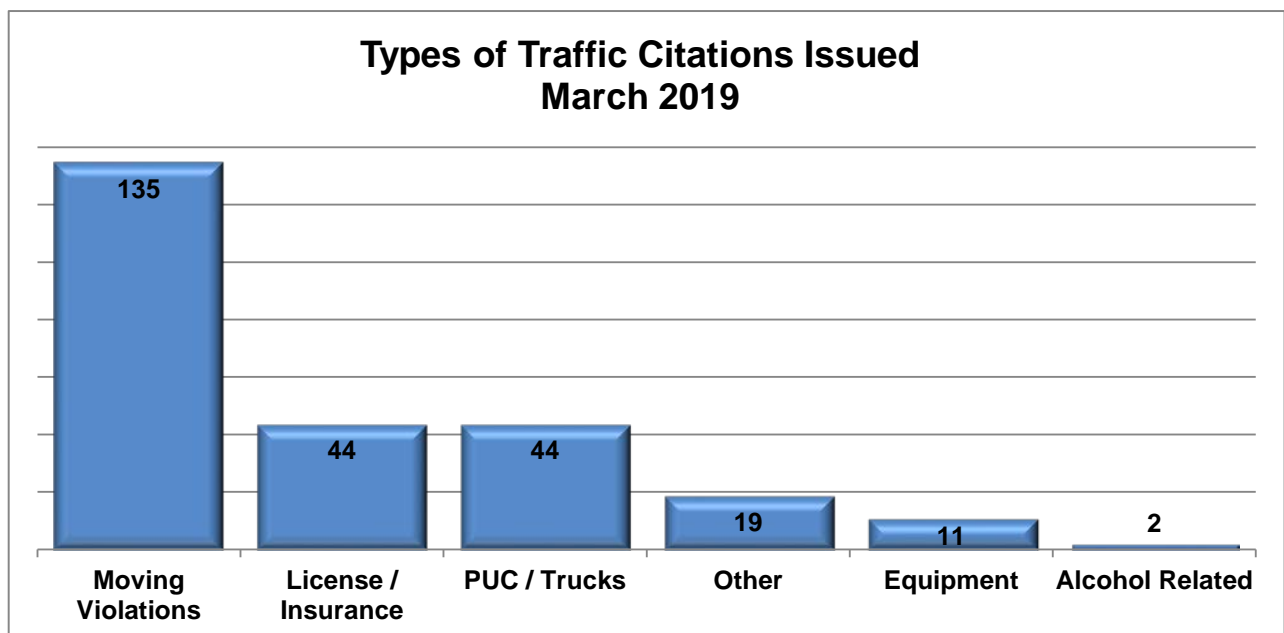
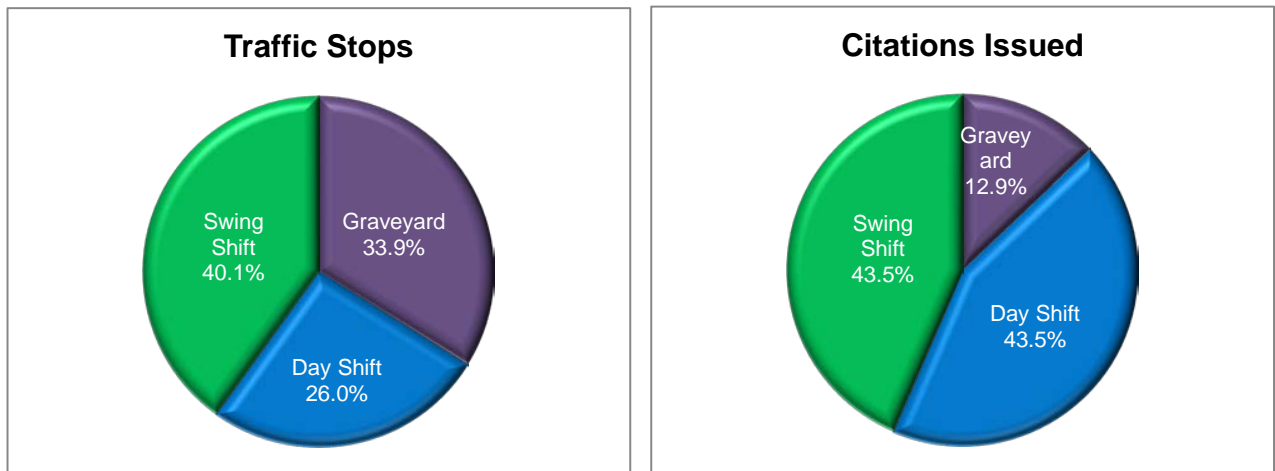


Traffic

During March 2019, 434 traffic stops were made in the City and 255 traffic citations were issued. Included in these totals are 182 traffic stops (41.9%) and 209 (82.0%) citations issued by the traffic deputies.

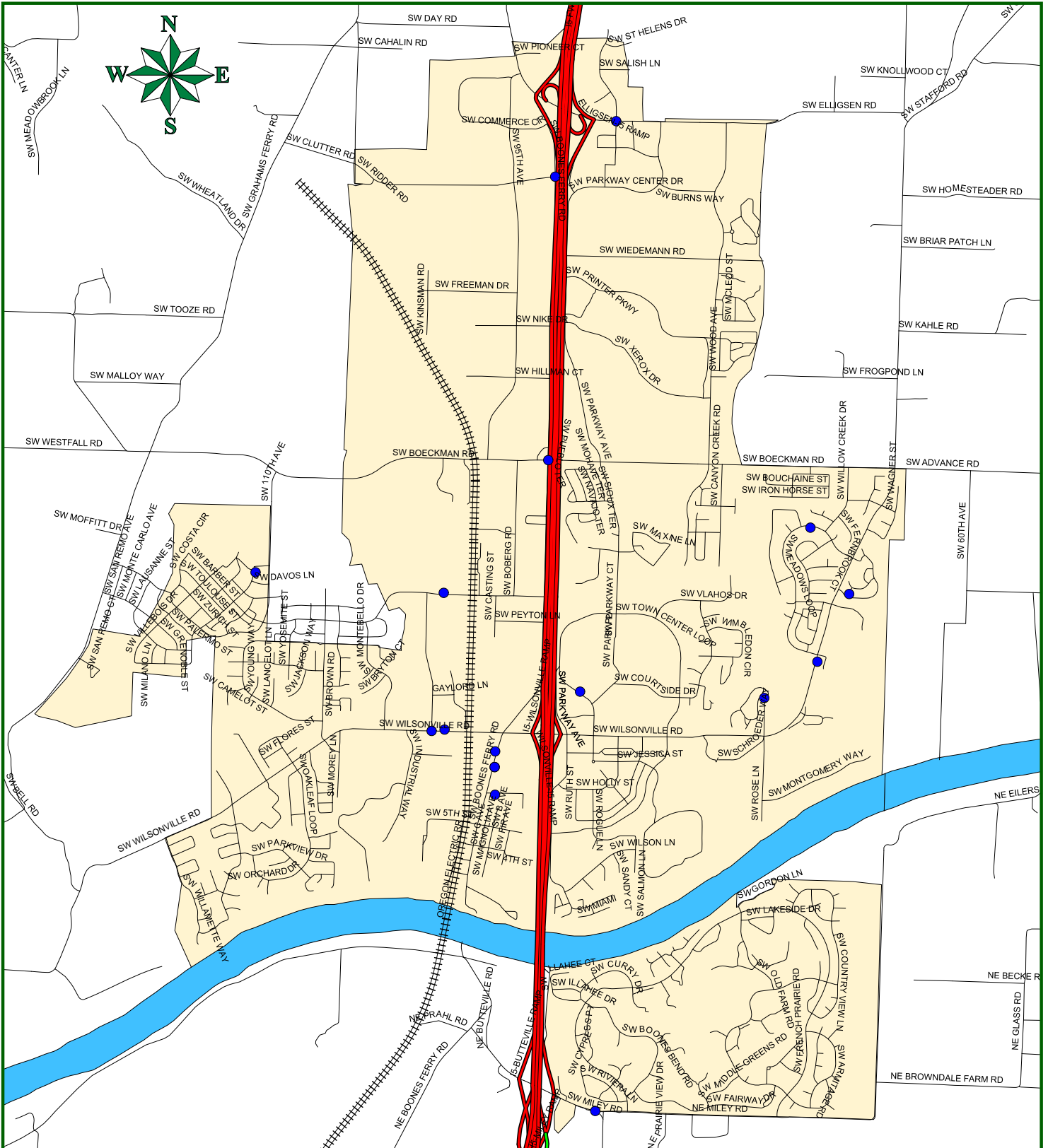
There were 2 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	147	33
Day Shift	113	111
Swing Shift	174	111
Total:	434	255





Wilsonville Traffic Crashes March 2019



MONTHLY NEWS City of Wilsonville Police

VOLUME 2 | ISSUE 4 | PUBLISHED MAY 8, 2019 | **April 2019**

 **National Public Safety
Telecommunicators Week**
April 14-20, 2019

Thank you C-COM! The second week in April honors our 911 operators. National Public Safety Telecommunicators Week began in 1981, started by Patricia Anderson of the Contra Costa County Sheriff's Office in California. In Clackamas County, 911 is Clackamas County Communications, known to us as C-COM.



Chief Wurpes spoke at the April 25, 2019 Wilsonville Rotary Club meeting. "It was great to be surrounded by people who care so much about the community," he said. A Curious George book was donated to the library in his honor. "Check" it out.

Officer Ben Toops teamed up with Deputy Bryon O'Neil in a pizza cook-off during April 2019. They competed against Tualatin Valley Fire & Rescue, Lake Oswego Fire, and the Tigard Police Department.



Officer Zach Keirsey has been our chief tour guide of late. He enjoyed helping a father with birthday festivities and showed the son's partygoers around the station on April 13, 2019.



Wilsonville

April 2019



City of Wilsonville Police Department

30000 SW Town Center Loop E
Wilsonville, OR 97070

In Partnership with



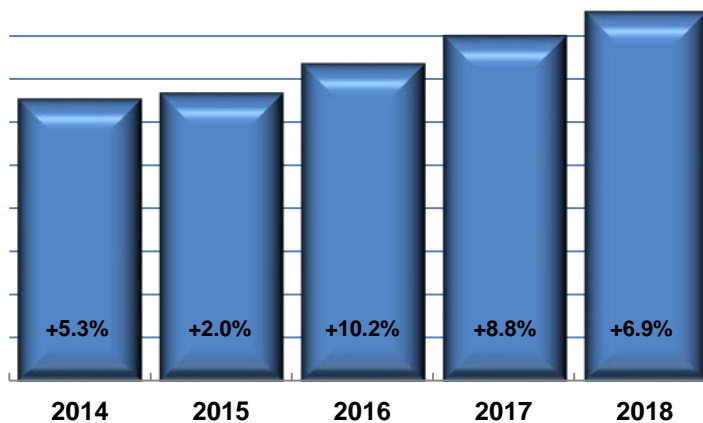
**Clackamas County
Sheriff's Office**

Monthly Summary

During April 2019, the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time deputies assigned to Wilsonville responded to 789 calls for service, which was an average of 26.3 calls a day.

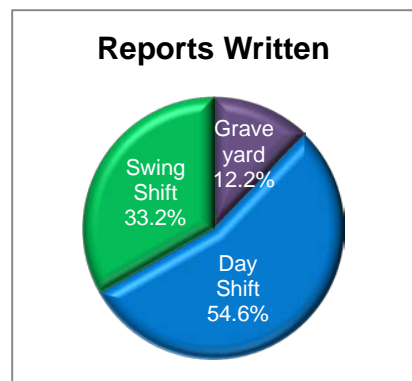
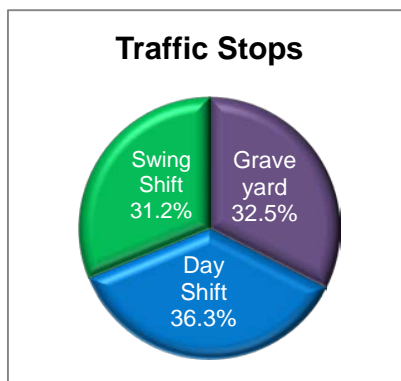
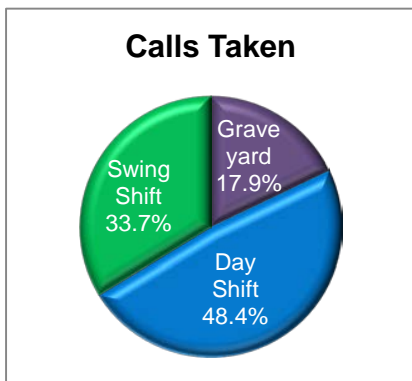
Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2014	6,558	546.5	18.0
2015	6,689	557.4	18.3
2016	7,369	614.1	20.2
2017	8,021	668.4	22.0
2018	8,571	714.3	23.5



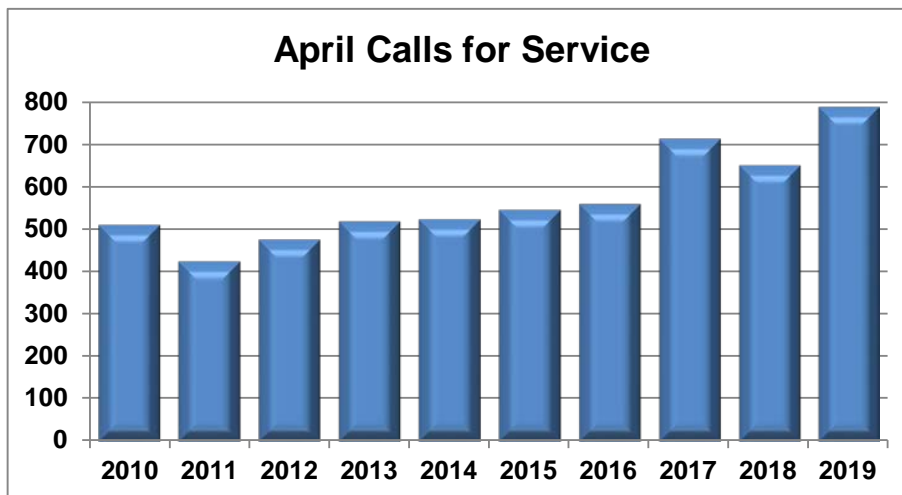
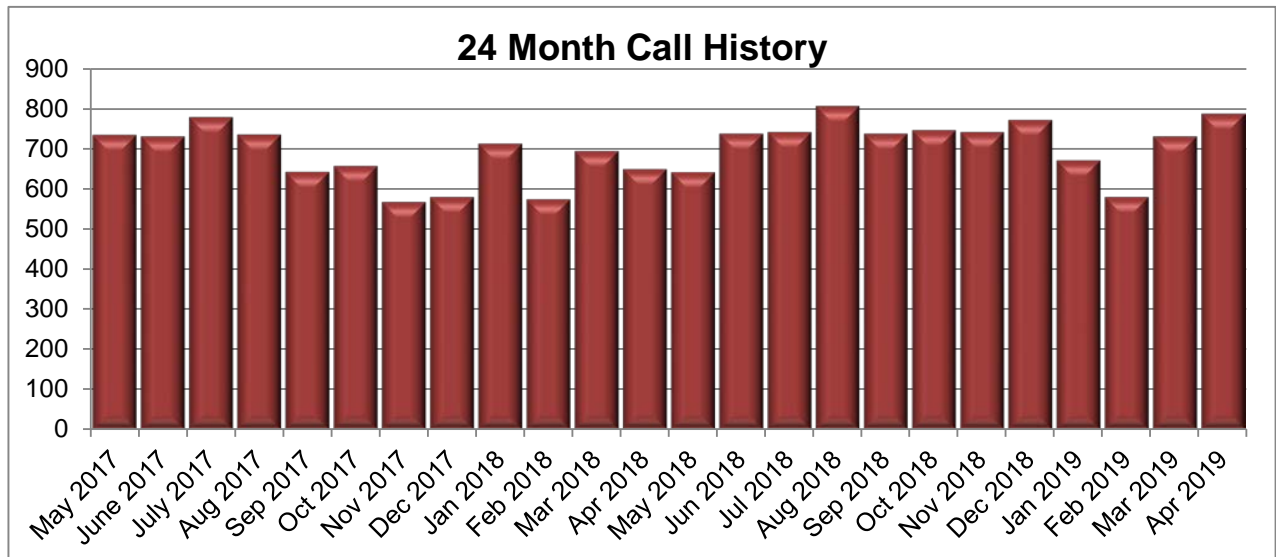
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for April.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	17.9%	32.5%	12.2%
Day Shift	48.4%	36.3%	54.6%
Swing Shift	33.7%	31.2%	33.2%



Calls for Service

Number of Calls Per Shift	April 2019	April 2018	Monthly Average 2018
Graveyard (2100-0700)	141	122	139.6
Day Shift (0700-1700)	382	323	336.3
Swing Shift (1100-0300)	266	206	238.4
Monthly Total	789	651	714.3
Daily Average	26.3	21.7	23.5



Types of Calls

This chart shows the types of calls for service during the month. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature.

Type of Call	April 2019	April 2018	2018 Monthly Avg.
Theft	75	51	53.3
Assist Public	66	51	48.7
Behavioral Health Incident	45	4	9.8
Alarm	40	63	67.4
Provide Information	38		3.8
Welfare Check	38	33	32.8
Parking Complaint	31	39	49.8
Suspicious Person	29	31	34.7
Traffic Complaint	29	47	34.3
Threat / Harassment	27	24	25.8
Traffic Crash	27	34	32.8
Suspicious Vehicle	26	25	20.8
Criminal Mischief	25	11	9.8
Fraud	25	17	17.7
Assist Agency	24	38	34.3
Domestic Disturbance	23	26	27.0
Suspicious Circumstances	21	15	16.1
Unwanted / Trespass	19	15	19.8
Suicide Attempt / Threat	17	8	10.4
Property Investigation	16	15	17.8
Juvenile Problem	13	10	17.9
Open Door / Window	13	2	3.6
Noise Complaint	11	6	8.9
Fire Services	10	10	10.8
Stolen Vehicle	10	5	6.3
Animal Complaint	9	1	10.5
Disturbance	9	8	8.1
Runaway	7	2	2.8
Vice Complaint	6	5	5.3
Extra Patrol Request	5	1	2.3
Missing Person	5	2	3.3
Viol. Restraining Order	5		2.6
Burglary	4	7	5.3
Unknown / Incomplete	4	7	8.1
Assault	3	5	4.6
Hazard	3	6	9.5
Minor in Possession	3		0.9
Sex Crimes	3	3	2.2
Abandoned Vehicle	2	3	4.5
Promiscuous Shooting	2		1.1
Recovered Stolen Vehicle	2		1.7
Robbery	1	2	1.2
Death Investigation		2	1.7
Prowler			0.6
Shooting			0.3
Other	18	17	24.0
Total Calls:	789	651	714.3

Median Response Times to Dispatched Calls

	All Calls	Priority 1 & 2 Calls
Input to Dispatch (Time call was on hold)	1:34 Minutes	1:11 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	5:28 Minutes	5:19 Minutes

Other / Self-Initiated Activity

Type of Call	April 2019	April 2018	2018 Monthly Avg.
Traffic Stop	295	516	387.2
Follow-Up Contact	149	102	95.5
Suspicious Veh. Stop	89	70	70.3
Subject Stop	49	26	30.5
Premise Check	33	17	20.7
Detail	25	2	14.8
Warrant Service	11	3	9.3
Suspect Contact	7	3	3.8
Traffic Detail**	2		N/A
Court			0.9
Foot Patrol			0.5
Meeting			1.2
Training			3.3
Total Calls:	660	739	637.9

*CCOM switched to a new dispatch CAD system on 03/13/18. The new system does not capture these call types.

** New call type

Reports Written

During April, 262 reports were written. 12.2% were written by the graveyard shift, 54.6% by the dayshift units and 33.2% were written by the swing shift units.

Type of Report	April 2019	April 2018	2018 Monthly Avg.
Theft	51	36	40.8
Criminal Mischief	13	12	8.1
Traffic Crash	8	16	12.6
Burglary	8	4	5.6
Stolen Vehicle	6	3	4.2
Assault	3	1	3.0
Drug Crimes	3	11	4.3
Identity Theft	1	4	3.3
Other Reports	169	74	90.6
Total Calls:	262	161	172.5

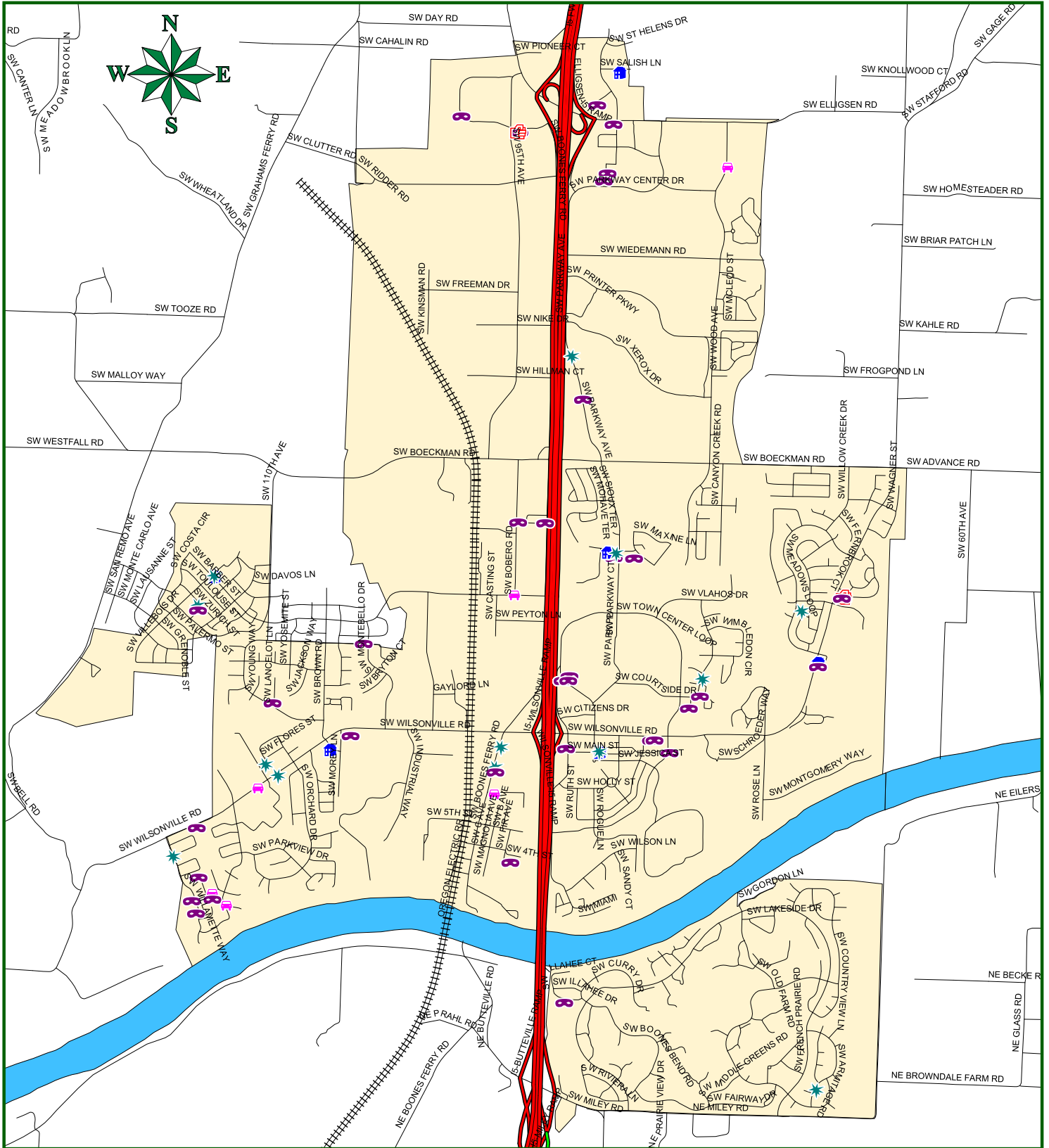
Shift Totals	April 2019	April 2018	2018 Monthly Avg.
Graveyard	32	22	25.1
Day Shift	143	90	89.5
Swing Shift	87	49	57.9



Wilsonville April 2019



Assault Burglary Criminal Mischief Stolen Vehicle Theft

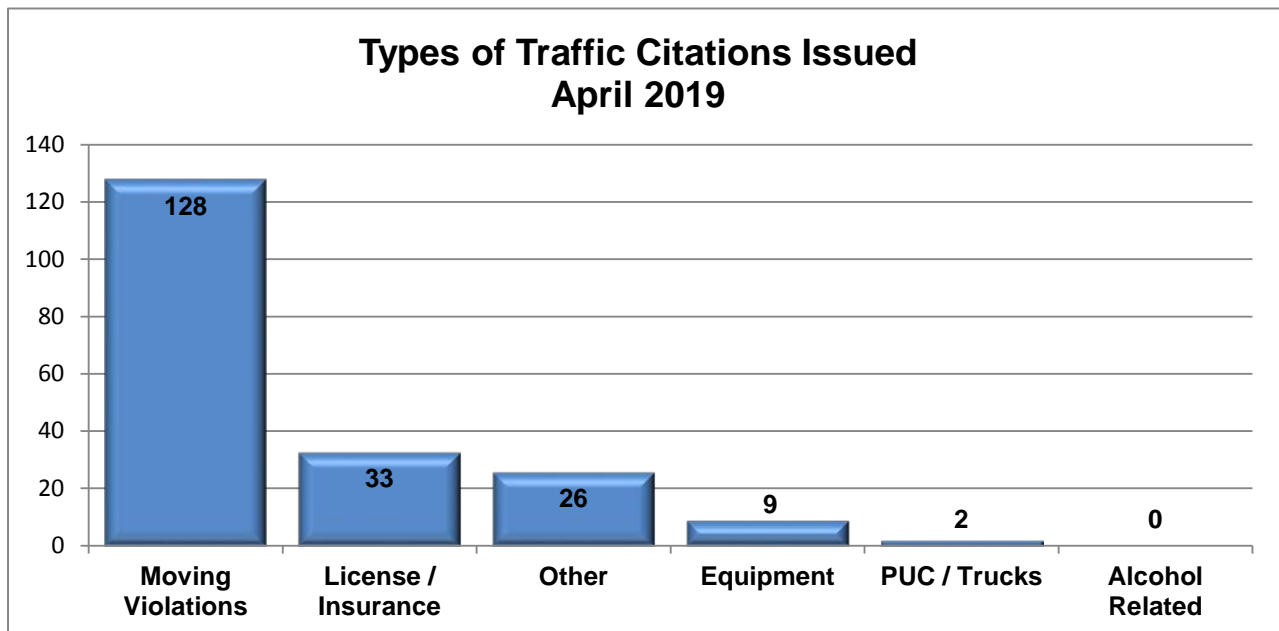
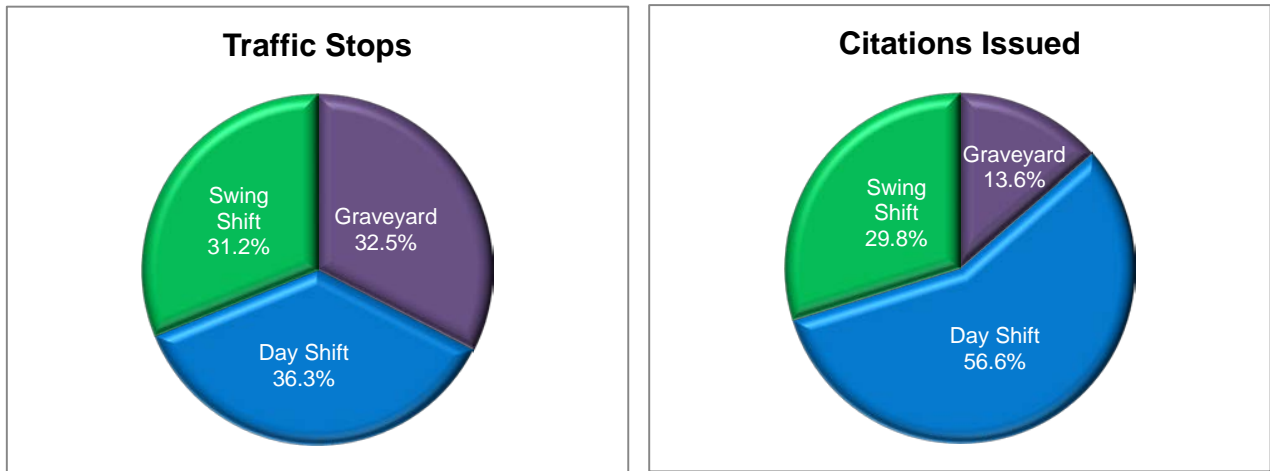


Traffic

During April 2019, 295 traffic stops were made in the City and 198 traffic citations were issued. Included in these totals are 129 traffic stops (43.7%) and 144 (72.7%) citations issued by the traffic deputies.

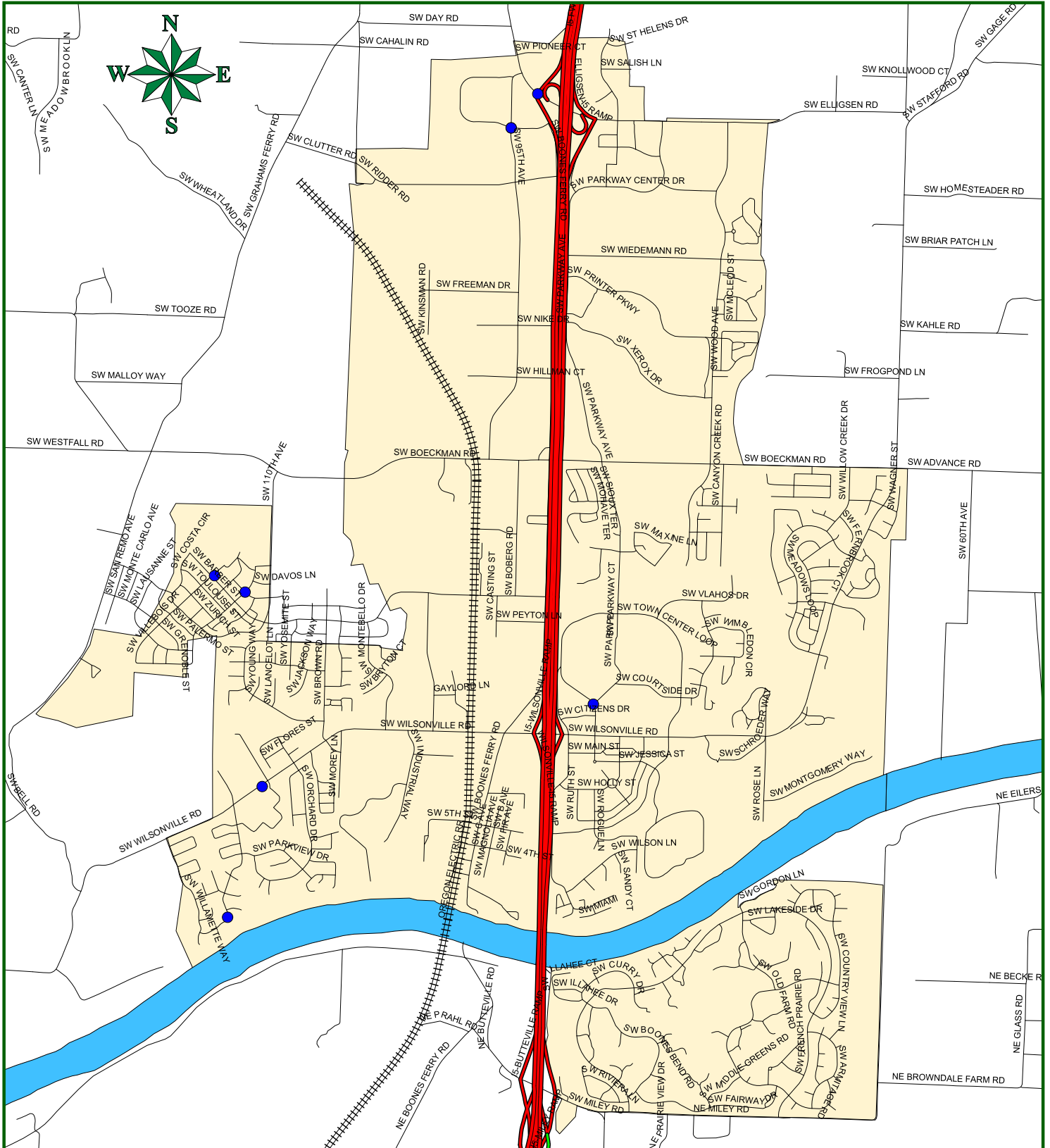
There were 2 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	96	27
Day Shift	107	112
Swing Shift	92	59
Total:	295	198





Wilsonville Traffic Crashes April 2019





APRIL 2019 MONTHLY REPORT

From The Director's Office:

Public Works Operations Complex

In the month of April there were many research and assessment activities related to the Master Planning for the Public Works Operations Complex (PW Ops Complex).

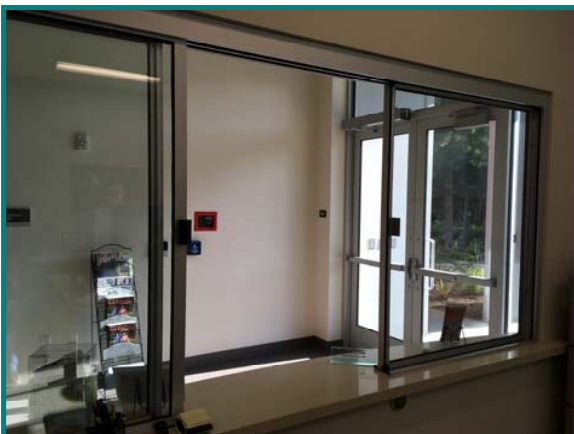
Observation Day: To better understand Public Works operations, Scott Edwards Architecture (SEA) staff spent a day on-site imbedded with staff observing their activities and meeting with each of the work divisions to discuss current work flows, existing storage spaces for equipment and vehicles.

Program Meeting #1: PW staff and Facility Project Team members met with SEA to review, generate and discuss three key areas related to PW Ops Complex buildings: exterior, interior and technology. Team members brainstormed ideas for each of these areas inspired by a photo presentation of potentially relevant similar projects. This generated meaningful discussion among the group about the positives, negatives, likes and dislikes of each the examples.

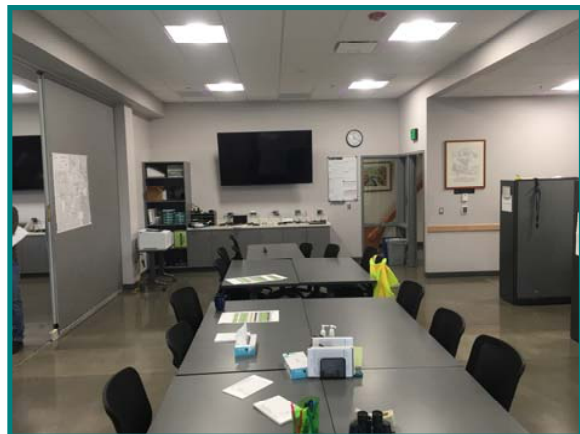
Program Meeting #2: Space, facilities and material needs of the Operations Complex and individual PW division needs were discussed and recorded at this meeting. Each division discussed their baseline needs as well as well as a few hopeful desires. The project team also attempted to account for other City long term needs within the site.

Facility Tours: PW, IT, Parks and Fleet personnel along with SEA staff toured other Public Works Facilities in the Metro area to see examples of other agency's Public Works facilities. Project team members were able to talk with members of the agency's PW Department to determine what elements of their facility worked well and what they might do differently if they were to construct another facility. The team visited Lake Oswego, Hillsboro and Cornelius. The facilities were a good mix of size, layout and materials used in construction to give team members a sense of what might work well for our complex. Below and on the following page are a few photos of favorable elements the team members observed during the tours.

Example of secure reception

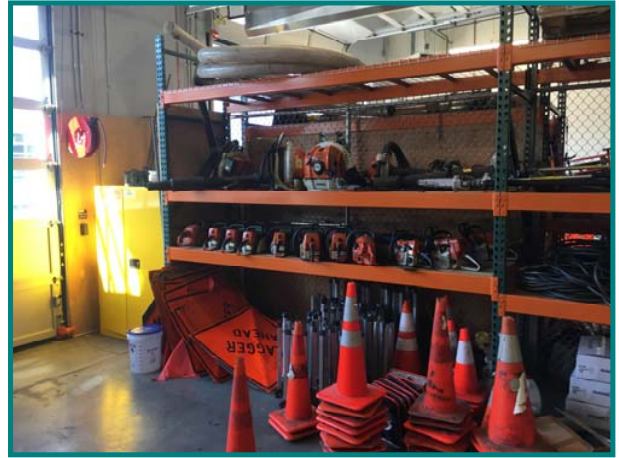


Example of crew rooms





Decant facility for Vector & catch basin materials.



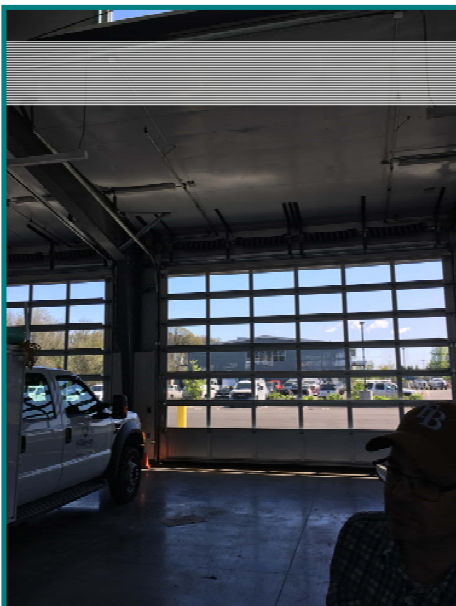
Efficient & accessible materials storage.



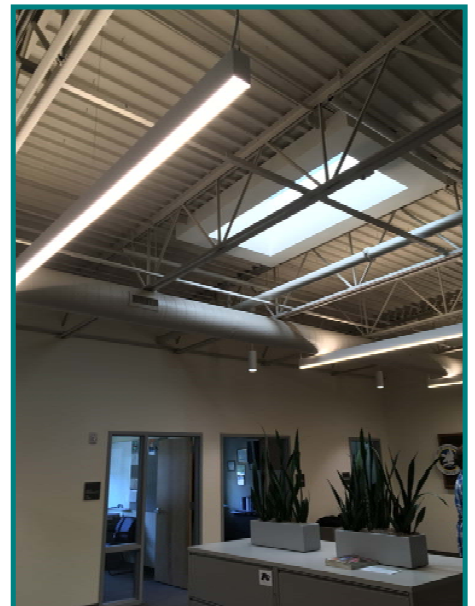
Secure and space saving pipe and pole storage



Dedicated washers and dryers for soiled or contaminated uniform items.



Climate controlled equipment storage for key assets that are affected by temperature. This will help assure our assets are protected but ready to respond immediately when needed.



The use of natural lighting in both the office and bay areas will reduce energy cost and improve the atmosphere of the work spaces.

Facilities Division

Public Works Facilities Team Additions

The Facilities Division is excited to announce the addition of Maintenance Specialist Daniel Morena to the team. Daniel was hired on April 1, filling the position of long-time employee Rob Rollins who retired in January of this year.

Daniel brings with him a broad knowledge of landscape maintenance as well as a good understanding of construction and facility maintenance. Daniel has quickly blended with his team and has wasted no time jumping in and getting his hands dirty. If you see Daniel working around your building be sure to introduce yourself and welcome him to the City.



Roads and Stormwater Division

Median Replacement Trees

The Roads crew planted four new trees this month. Pictured below are the new trees on Canyon Creek Road near Burns Way and on Wilsonville Road, East of I-5 near Town Center Loop East. These trees are replacements for the ones which were hit by vehicles



Utilities Division

Sewer Heroes

The Sewer crew has been hard at work cleaning sanitary mainlines and manholes in Charbonneau. Charbonneau is one of the more challenging areas to maintain as it has some of the oldest sections of sewer in Wilsonville and an abundance of established trees. Trees and old sewer systems do not mesh well as the tree root systems will tap into every defect in the pipe system to reach the nutrient rich wastewater. Root intrusion in a sewer system can lead to sewer backups and increased deterioration of pipes. The sewer crew removes tree roots by jetting the lines with a special nozzle called the “Bulldog”. This nozzle has a rotating head that spins at a high revolutions per minute (RPM) creating a cutting action with high pressure water. Roots within the manholes are extracted with hand tools or sucked up with the cleaning truck.



Left: Acting Water Tech Sam Kinnaman receives cross training from Sewer crew members Paul Havens and Paul Walker on how to jet sewer lines.



Left: Roots removed from sewer manhole.



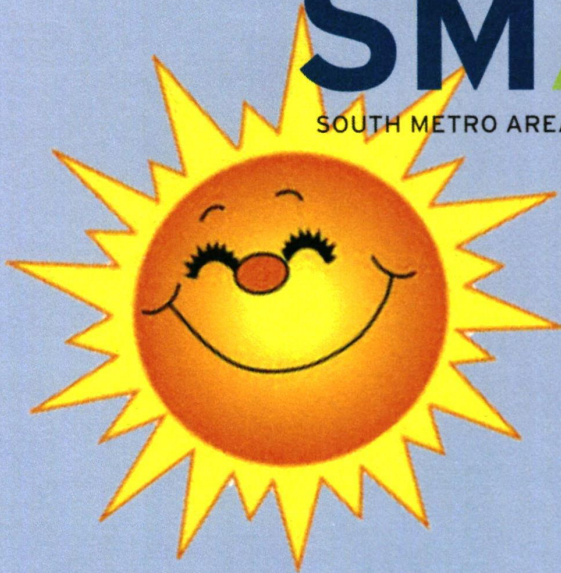
Left: Root intrusion in an old manhole.



Right: Paul Walker and Sam Kinnaman

SMART

SOUTH METRO AREA REGIONAL TRANSIT



April 2019 Report

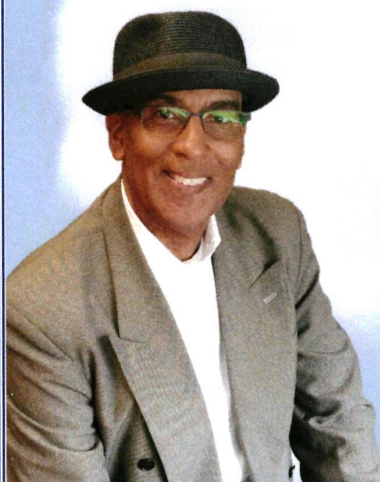


My coworkers outside of SMART/Fleet who have received a voicemail from me will tell you that there are two things in my message that ring consistent. First, I always provide a weather report. Although it is not likely that I will ever be mistaken for the KATU Storm Tracker, I do pride myself in providing accurate, up to the minute reports. The second consistency in my vocal leave-behind is a reference to a place I affectionately refer to as SMARTville.

You will not find SMARTville on a map, or by using GPS. However, SMARTville is real, especially for those of us that spend a great portion of our waking hours there. It is a place like no other; a place where all are welcome, every opinion matters, kindness is the soup du jour, and pride in a job well done flows like a mighty stream. Yes, the weather outside is sometimes frightful, but it is always sunny in SMARTville.

Dwight Brashear

Transit Director



Events and Marketing - Michelle Marston Program Coordinator

The month of April was spent preparing for bike month in May. Over 500 bike fairy bags were created for distributions to all the public schools in Wilsonville. Bike to School Day will be celebrated on Thursday, May 9. May was proclaimed Bike Month by Mayor Knapp at the April 15 council meeting.

Smart Options staff attended Transit Day at the Capitol in Salem on April 9. SMART staff hosted a table along with transit providers from Corvallis, Sandy, Portland, Salem, Bend-Cascades East, and South Clackamas Transit District.



Nicole Hendrix, left, at Transit Day in Salem.

SMART is working on a marketing plan to roll out information about service enhancements to be added in mid September.



Wednesday, April 24, was our kick off walk for Walk Smart. We had 16 walkers with three SMART staff for a total of 19 participants. The walk was sponsored by Wilsonville Smiles Dentistry and Qdoba Mexican Grill.

Grants - Elli Work Grants and Programs Manager



In April, we welcomed John Garland into the SMART fold. John is a mobility specialist providing travel training for seniors and people with disabilities as well as Dial-a-Ride Program guidance. He is an employee of Ride Connection and shares his time and talent with us through an intergovernmental agreement. SMART is able to help provide funding for this position through a 5310 federal grant.

Participants in the free travel training program receive access to information, public transportation training, and support centered on the safe and independent use of public transportation. Training includes:

- Personalized, one-on-one, hands-on experience using our regional transit systems
- Group trips designed to help people feel comfortable with the transit system in a social and relaxed environment
- Information over the phone to help get someone traveling independently on transit



John Garland travel training with a Holly Wilsonville resident.

John is a University of Oregon grad and former Nike employee, working retail after college and then moving up the ranks to account management and then operations. After leaving Nike, and doing some soul searching, John knew he wanted to change direction. Because he looks back fondly, and with a great deal of pride, on his time as a volunteer for Meals on Wheels, John knew he wanted to work with seniors and people with disabilities.

John enjoys diversity, current events, dogs, live music, comedy, and travel. His hobbies include exercise/walking outside, reading, listening to podcasts, and trying new restaurants.

Fleet Services - Scott Simonton Fleet Services Manager

Our two 35' battery electric buses are nearing completion at Proterra's factory. An onsite inspection of the partially completed vehicles took place this month. Final inspection is scheduled for May 9. The buses will be shipped to Wilsonville the following week.

Meanwhile, construction of the charging stations is nearly complete. The charging equipment is installed; PGE is expected to energize the system the first week of May. Testing and commissioning of the buses and charging equipment is anticipated to be finished the week of May 13-17.



SMART bus in Proterra's production line.



Operations - Eric Loomis Operations Manager

The Dial-A-Ride (DAR) Steering Committee has been meeting monthly to address potential service changes to SMART's demand response service. In April and May, the Committee began preparing for public outreach to current and potential DAR customers to get their feedback on possible service changes. Public outreach is scheduled to begin in June and go until the end of July.

In order to report the complete month's worth of data, ridership provided in council reports will be two months behind rather than just one month. Example: February ridership will be shown in April's council report.

	1X Salem	2X Barbur	2X Sat Barbur	3X Canby	4 Wilsonville Rd	4 Sat Wilson- ville Rd	5 95th Commerce	6 Arglye Square	C Charb Shuttle	7 Villebois	Villebois Shuttle	Total
March 2019	3,607	6,058	275	973	8,324	537	946	1,639	158	108	1,384	24,009
March 2018	3,266	6,177	228	687	7,954	492	1,190	1,744	N/A	177	1,542	23,457
Change %	+10.44%	-1.93%	+20.61%	+41.63%	+4.65%	+9.15%	-20.50%	-6.02%	N/A	-38.98%	-10.25%	+2.35%

