



CITY COUNCIL AGENDA

December 18, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@ci.wilsonville.or.us or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,
via email to the address above, or may mail written comments to:

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Town Center Urban Renewal Feasibility Study \(Lorenzen\) \[30 min.\]](#)
- B. [Coffee Creek Draft Assessment \(Luxhoj\) \[30 min.\]](#)
- C. [Frog Pond East and South Development Code \(Pauly\) \[30 min.\]](#)
- D. [Transit-Oriented Development \(TOD\) Financing \(Guile-Hinman/Rybold\) \[20 min.\]](#)

ADJOURN [7:00 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, December 18, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on December 5, 2023. Remonstrances and other

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

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Boards/Commission Appointments/Reappointments](#)
5. [Upcoming Meetings](#)

COMMUNICATIONS [7:25 PM]

6. Polling on Tolling Request (*West Linn Mayor Rory Bialostosky*)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:40 PM]

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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:50 PM]

7. Council President Akervall
8. Councilor Linville
9. Councilor Berry
10. Councilor Dunwell

CONSENT AGENDA [8:10 PM]

11. [Resolution No. 3096](#)

[A Resolution Of The City Of Wilsonville Authorizing Applying The Current Parks System Development Charge To The Multifamily Portion Of The Wilsonville Transit Center Transit-Oriented Development Project. \(Guile-Hinman/Rybold\)](#)

12. [Resolution No. 3097](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Tapani, Inc. For The Charbonneau Lift Station Rehabilitation Project \(Capital Improvement Project #2106\). \(Nacrelli\)](#)

13. [**Resolution No. 3104**](#)

[A Resolution Of The City Council Revising Section 4.E. Of The Diversity, Equity And Inclusion \(DEI\) Committee Charter. \(Mombert\)](#)

14. [**Resolution No. 3105**](#)

[A Resolution Of The City Of Wilsonville Authorizing The Purchase Of One Asphalt Patch Truck From Premier Truck Group Of Portland. \(Simonton\)](#)

15. [Minutes of the December 4, 2023 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:15 PM]

CONTINUING BUSINESS [8:15 PM]

16. [**Resolution No. 3091**](#)

[A Resolution Of The City Of Wilsonville Adopting The Findings And Recommendations Of The Solid Waste Collection Rate Report Date October 2023 And Modifying The Current Republic Services Rate Schedule For Collection And Disposal Of Solid Waste, Recyclables, Organic Materials And Other Materials, Effective February 1, 2024. \(Ottenad\)](#)

PUBLIC HEARING [8:30 PM]

17. [**Ordinance No. 884 - 1st Reading \(Quasi-Judicial Hearing\)**](#)

[An Ordinance Of The City Of Wilsonville Annexing Approximately 2.02 Acres Of Property Located At The Northwest Corner Of SW Frog Pond Lane And SW Stafford Road For Development Of An 11-Lot Residential Subdivision. \(Luxhoj\)](#)

18. [**Ordinance No. 885 - 1st Reading \(Quasi-Judicial Hearing\)**](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 2.02 Acres Located At The Northwest Corner Of SW Frog Pond Lane And SW Stafford Road For Development Of An 11-Lot Residential Subdivision. \(Luxhoj\)](#)

CITY MANAGER'S BUSINESS [8:50 PM]

LEGAL BUSINESS [8:55 PM]

ADJOURN [9:00 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Town Center Urban Renewal Feasibility Study	
		Staff Member: Matt Lorenzen, Economic Development Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input 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: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 8. Prioritize and implement recommendations of the Urban Renewal Strategic Plan	<input checked="" type="checkbox"/> Adopted Master Plan(s): • Town Center Plan (2019) • Town Center Infrastructure Funding Plan (2022) • Urban Renewal Strategic Plan (2022)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Does the Council support the findings of the Town Center Urban Renewal Feasibility Study and direct staff to prepare a resolution, including final ballot language, referring the question of Town Center Urban Renewal for an advisory vote on May 21, 2024?

EXECUTIVE SUMMARY:

Urban Renewal (also known as Tax Increment Finance or “TIF”) is a public finance tool used by cities and counties to cure “blight” by supporting new development and redevelopment through the reinvestment of tax increment within a defined geographic area. When a new urban renewal area is established, a boundary is defined and the tax revenue derived from the assessed value of properties within that boundary is frozen in time. Taxing districts receive the same annual tax revenue from the properties within the boundary for the duration of the urban renewal plan that governs the urban renewal area—often 20-30+ years. As assessed value typically increases year to year, and as new development and redevelopment create new assessed value within the urban renewal area, those tax dollars (tax increment) are divided from the frozen base and set aside for Urban Renewal. The tax increment funds are used to pay for public projects and other programs that spur new development and the overall revitalization of the urban renewal area.

Town Center Urban Renewal Feasibility Study (“Feasibility Study”)

Background

The Urban Renewal Task Force (URTF) has acted as the technical advisory committee for this project. Staff and consultants have held five (5) meetings with the URTF and they have completed their role for this project. Staff and consultants have briefed the Council several times throughout the summer and fall with project updates—most recently, December 4, 2023.

At their final meeting on November 30, 2023, the URTF voted to recommend the Council adopt the findings of the attached Feasibility Study and pursue an advisory vote on the question of Town Center Urban Renewal (as outlined in the Feasibility Study) on the May 21, 2024 ballot. Those present voted unanimously in favor, with one abstention by the representative from Tualatin Valley Fire & Rescue (TVF&R). Several URTF members were absent at the meeting, but they did receive all relevant documents for their review, by email. No additional comments (written or otherwise) relevant to the Feasibility Study and draft ballot language have been received by staff from the URTF. TVF&R has expressed a desire to review future, relevant communications related to any ballot measure or urban renewal plan to ensure impacts to taxing districts are accurately and fairly represented.

Feasibility Study

The Feasibility Study is attached (**Attachment 1**). The City’s consultants on this project stated during the final URTF meeting, this is the longest and most thorough urban renewal feasibility study they have completed, and they have completed dozens on behalf of other cities, including Wilsonville. This does not necessarily make the Feasibility Study superior to others, but it does mean if the May advisory vote outcome is “yes” and the Council directs staff to proceed with the preparation of a formal urban renewal plan for Town Center, much of the statutorily-required work and documentation, which must be included in the final plan and accompanying report, is already complete. This shortens the timeline to adoption and decreases the amount of additional work required of Staff and consultants.

While lengthy, the Feasibility Study is well-organized by component in the table of contents. For those wishing to take a deeper dive into technical financial forecasting methodology, the first appendix may be of interest.

Staff has briefed the Council on each of the components of the Feasibility Study, during four previous briefings over the course of the summer and fall of 2023, but this is the first time Council has seen the entire Feasibility Study presented as a whole.

(Draft) Ballot Language

Staff has developed the attached draft ballot language (**Attachment 2**) for Council’s review and comment. The ballot language has been reviewed and amended by the City Attorney, the Planning and Engineering divisions of Community Development, our urban renewal consultants and the URTF. The original draft was modeled after the language used when Coffee Creek Urban Renewal was referred to voters (**Attachment 3**) in November 2015. The community voted in favor of urban renewal at that election.

After the integration of any comments from Council and a final legal review, Staff will submit the Summary to the Oregon Secretary of State’s Elections Division (SOS) for review under the “Safe Harbor” program. If SOS reviews language and other outbound communications and safe harbor is granted, they will not investigate or assess civil penalties based on any complaint received so long as the material is used in exact approved form and in a manner consistent with all provisions of [ORS 260.432](#) and [OAR 165-013-0030](#). SOS does not grant safe harbor for ballot titles or explanatory statements.

Communications and Public Outreach Plan

Attachment 4 is a working document, developed by Communications staff with input from Economic and Community Development, as well as the URTF. As a working document, the attachment is not a formal plan per se, but it does demonstrate staff’s intentions as they pertain to community outreach in advance of an advisory vote in May 2024. The calendar shown may not be strictly adhered to, but demonstrates the cadence and basic timeline for planned communications.

Several methods will be utilized in order to reach as many voters and as many demographics as possible. Among other methods and tools, staff will utilize aesthetically pleasing and engaging digital and print media, such as social media, professional video, a stand-alone website, and an “advertorial” in Wilsonville Living magazine.

In all cases, communications and collateral must comply with Oregon Elections Law. As such, communications cannot attempt to influence voters. Materials must be objective and factual in nature. For example, the City and its staff can encourage people to vote, and provide information about the ballot measure and its impact, but we cannot encourage a “yes” vote. Communications collateral, digital and print, will be reviewed by the City Attorney’s office for legal compliance, as well as the Oregon SOS under the aforementioned Safe Harbor program.

Next Steps

If, at the January 18, 2024 City Council meeting, the Council adopts a resolution, including final ballot language, referring the question of Town Center urban renewal as an advisory vote on the May 2024 ballot, the following steps will need to be completed:

1. Determine whether to hire a consultant to assist in the urban renewal plan preparation and adoption process.
2. Prepare an Urban Renewal Plan (Plan) pursuant to ORS 457.085 including goals and objectives and projects to pursue.
3. Complete the Report that Accompanies the Plan (Report). The Report must comply with ORS 457.087, both identifying existing conditions and establishing financial feasibility. There is generally a large amount of city staff input in this document, as existing conditions must be identified and projects must be defined.
4. Consider the voters' input on the ballot measure.
5. If the vote is positive and City Council so directs, present the draft Plan and Report to the Urban Renewal Task Force for their input and review.
6. Present the draft Plan and Report to the Agency.
7. Complete a legal description of the urban renewal area that is typically done outside of the urban renewal plan consultant's contract. This legal description must be complete by the final action in front of City Council.
8. Agency, if desired, to pass a motion to start the public review process.
9. Transmit the Plan and Report to all impacted taxing districts.
10. Present the Plan and Report to the Wilsonville Planning Commission for their finding of conformance of the Wilsonville Urban Renewal Plan with the Wilsonville Comprehensive Plan.
11. Present the Plan and Report to the Clackamas County Commission. No action on their behalf is required.
12. Conduct a public hearing in front of Wilsonville City Council, advertised to a specific group as identified in 457.120. Review a non-emergency ordinance.
13. Publish notice if the ordinance for the Plan is adopted.

Steps 6-14, delineated above, would take place during the months of June, July and August of 2024, if Council so directs.

EXPECTED RESULTS:

The Feasibility Study provides Council, staff, and residents with the information needed in order to make an informed decision regarding the creation and scope of a new urban renewal area in Town Center.

If a new urban renewal plan is adopted for Town Center before October 2024, the Urban Renewal Agency (URA) will collect its first deposit of tax increment in 2026, based on a January 2024 tax roll.

CURRENT YEAR BUDGET IMPACTS:

The total cost of this study is \$51,348. The cost has been budgeted for and split between Fiscal Year 2023-24 and Fiscal Year 2024-25. Similarly, costs will be divided between the CD Admin budget for technical services, and the Capital Improvement Project (CIP) for Town Center Plan implementation.

COMMUNITY INVOLVEMENT PROCESS:

This feasibility study has been guided by the Urban Renewal Task Force, an ad hoc task force of the City, convened on an as-needed basis to act as the technical advisory committee for all matters pertinent to the use of urban renewal in the City.

The URTF is chaired by Council President Kristin Akervall and is comprised of roughly 15 members that represent several interest groups including residents, affected taxing districts, planning commission, real estate development experts, land/property owners, and business owners within Town Center.

The URTF plays a critical role in defining the boundary to be studied, identifying projects and programs to be funded by urban renewal, and ensuring the study is aligned with the values and priorities of the community and affected stakeholders, especially taxing districts.

The City has directly engaged with four of the largest affected taxing districts (the City of Wilsonville being the fifth) as members of the URTF—West Linn Wilsonville School District, Tualatin Valley Fire and Rescue, Clackamas Community College, and Clackamas County. They have seen this Feasibility Study through its development and provided commentary and guidance. Staff and consultants have noted and integrated their input.

Impacts to taxing districts are found on page 34 of the Feasibility Study. Taxing districts have been actively involved with the Feasibility Study primarily because these taxing districts forego some tax revenue while an urban renewal plan is in effect. We recognize their investment in the long-term development of the Wilsonville community and tax base. When the urban renewal area is closed after 25-30 years, all affected taxing districts have a stronger and larger tax revenue base because of new development spurred by urban renewal investments.

If the May advisory vote is a “yes,” and Council proceeds with a formal urban renewal plan for adoption, all impacted taxing districts will have an additional opportunity to comment on the plan during a statutorily-required “consult and confer” period, before the plan is adopted by ordinance.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

If the Council and Urban Renewal Agency adopt an urban renewal plan in Town Center, the community benefits are many—a walkable, vibrant cultural and commercial district, hundreds of new residences, greater connectivity and safety for cyclists and pedestrians at Wilsonville Road and across I-5 (proposed bike/ped bridge), and a stronger, more efficient tax base that increases tax revenues per acre by making new use of underutilized land already within the City.

Our working forecasts demonstrate the assessed value within Town Center can be increased from roughly \$200 million to nearly \$2 BILLION over the course of the life of a Town Center urban renewal plan: 25-30 years.

ALTERNATIVES:

The Council may choose to adopt or reject the findings of the Town Center Urban Renewal Feasibility Study. Furthermore, the Council may choose to direct staff to refer the creation of a new urban renewal area in Town Center to the electorate for an *advisory* vote on the May 21, 2024 ballot (or not). An advisory vote has been the practice (but not required by City charter) in Wilsonville when the City has considered the use of urban renewal in other areas of the City previously.

If the City does not successfully establish an urban renewal area in Town Center, there are few if any feasible options to fund the construction of infrastructure necessary to achieve the community's vision for Town Center, as found in the 2019 Town Center Plan.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Wilsonville Town Center Urban Renewal Feasibility Study, with Appendices
2. Draft Ballot Language for Town Center Urban Renewal
3. Coffee Creek Ballot Language & Resolution
4. Communications and Public Outreach Plan (working document)

Wilsonville Town Center Urban Renewal Feasibility Study



TIBERIUS
SOLUTIONS

Chris Neamtzu, Community Development Director
Matt Lorenzen, Economic Development Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, Oregon 97070

Dear Chris and Matt:

The Wilsonville Town Center Urban Renewal Feasibility Study is attached. The study was completed by Elaine Howard Consulting, LLC and Tiberius Solutions LLC. It shows that a new urban renewal area could be adopted and comply with both the statutory acreage and assessed value limitations. It identifies blighting conditions that will allow for formation of an urban renewal area. It identifies the potential amount of tax increment revenues that could be received and the resulting dollars available for projects in the urban renewal area over an approximate 30-year duration.

Thank you to your staff who helped to provide the information for this study and to the Wilsonville Urban Renewal Task Force members who guided this study. The teamwork by these participants is a true example of providing valuable information and gaining meaningful input.

The next steps to consider, should the city council decide to proceed, are identified in the study.

Sincerely,



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ACKNOWLEDGEMENTS

Urban Renewal Task Force Members

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Jennifer Jenkins, Level Development
Seth Henderson, Level Development
Susan Myers, Capital Realty
J.P. & Stephanie Perfili, Crumbl Cookies
Cassandra Ulven, TVF&R
Laura Edmonds, Clackamas County
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Al Steiger, Resident
Dick Spence, Resident
Christine Reynolds, Orrick - Public Finance / Resident
Kevin Ferrasci O'Malley, Wilsonville Chamber
John Wynton, ROIC
Stuart Tanz, ROIC

City of Wilsonville Project Team

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Keith Katko, Finance Director
Zach Weigel, City Engineer
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SUMMARY

Background

The City of Wilsonville (City) adopted the Wilsonville Town Center Plan (Town Center Plan) in 2019 after a robust, two-year public engagement process. The Town Center Plan, both a visionary document and an actionable development master plan, calls for the transformation of a roughly 150-acre commercial district, with shopping, restaurants, services, educational institutions, parks, civic uses, and multifamily housing, into a vibrant mixed-use district with a decidedly urban flavor.

To support this redevelopment plan, significant infrastructure investments are required. In 2022, the City adopted the Town Center Infrastructure Funding Plan (Infrastructure Funding Plan), which uses the land use assumptions and redevelopment scenarios from the Town Center Plan to identify and assess costs and funding options for critical transportation and infrastructure projects identified in the Town Center Plan.

The Town Center Plan, Infrastructure Funding Plan, and the 2022 Urban Renewal Strategic Plan recommend the City explore and assess the feasibility of urban renewal as a public finance tool to help fund the transportation and infrastructure projects in the Town Center Plan, in addition to other programs to support businesses and property owners through the transition and transformation of the area.

The City of Wilsonville conducted a Town Center Urban Renewal Feasibility Study (Feasibility Study) to determine whether urban renewal is a tool that could effectively be used to help implement the Town Center Plan. Through the Town Center Plan engagement process, community members created a strong vision for the Town Center. They expressed their desire for a dynamic, thriving community hub with walkable and engaging public spaces, great parks and destinations, places and spaces that connect people to one another and the environment, and year-round activities.

The Feasibility Study Scope of Work was to:

- Assess existing conditions and blight
- Identify projects and programs
- Determine the study area boundary and that it meets the limitations imposed under ORS 457 on citywide acreage and assessed value within an urban renewal area
- Conduct a financial analysis of the feasibility of urban renewal in the study area
- Evaluate impacts to overlapping taxing districts
- Address the political feasibility and other considerations

The Feasibility Study was guided by the Wilsonville Urban Renewal Task Force (Task Force), comprised of taxing districts, business representatives, and community members, and chaired by Council President Kristin Akervall. The Task Force met five times to review the Town Center Plan, proposed Feasibility Study boundary, financial capacity analysis, blight findings, proposed projects, project costs, allocations/sharing of those costs, forecasted impacts on

taxing districts, communications and draft ballot language for an advisory vote on the May 2024 ballot, and potential next steps. Their robust input considered the pros and cons of all aspects of the Feasibility Study.

The Feasibility Study provides the City of Wilsonville with baseline data to understand the financial capacity of a new urban renewal area to help fund improvements to implement the Town Center Plan. The analysis assumes all debt would be paid off over an approximate 30-year time period. These assumptions were informed by conversations with City staff and input from the Task Force.

Wilsonville staff worked closely with the consultant team to identify development potential within the proposed Town Center Area (Area) boundary based on land use type, product types, and anticipated density, detailed in Appendix A. The Area is estimated to generate \$211.4 million of cumulative net tax increment finance revenue, which could support a maximum indebtedness of \$181.0 million, equivalent to \$101.1 million in capacity for projects, adjusted for inflation and presented in constant 2023 dollars. Exhibit 13 shows the capacity analysis over five-year increments.

Implications and Next Steps

The results of the feasibility study have the following key implications:

- Tax Increment Financing established as a financing tool through the use of urban renewal could generate significant financial capacity for the City to use in the Town Center Area.
- Tax Increment Financing should be paired with other funding sources to lessen the burden on the taxing jurisdictions.

If the City decides to move forward with an urban renewal plan, it would lead to the following next steps:

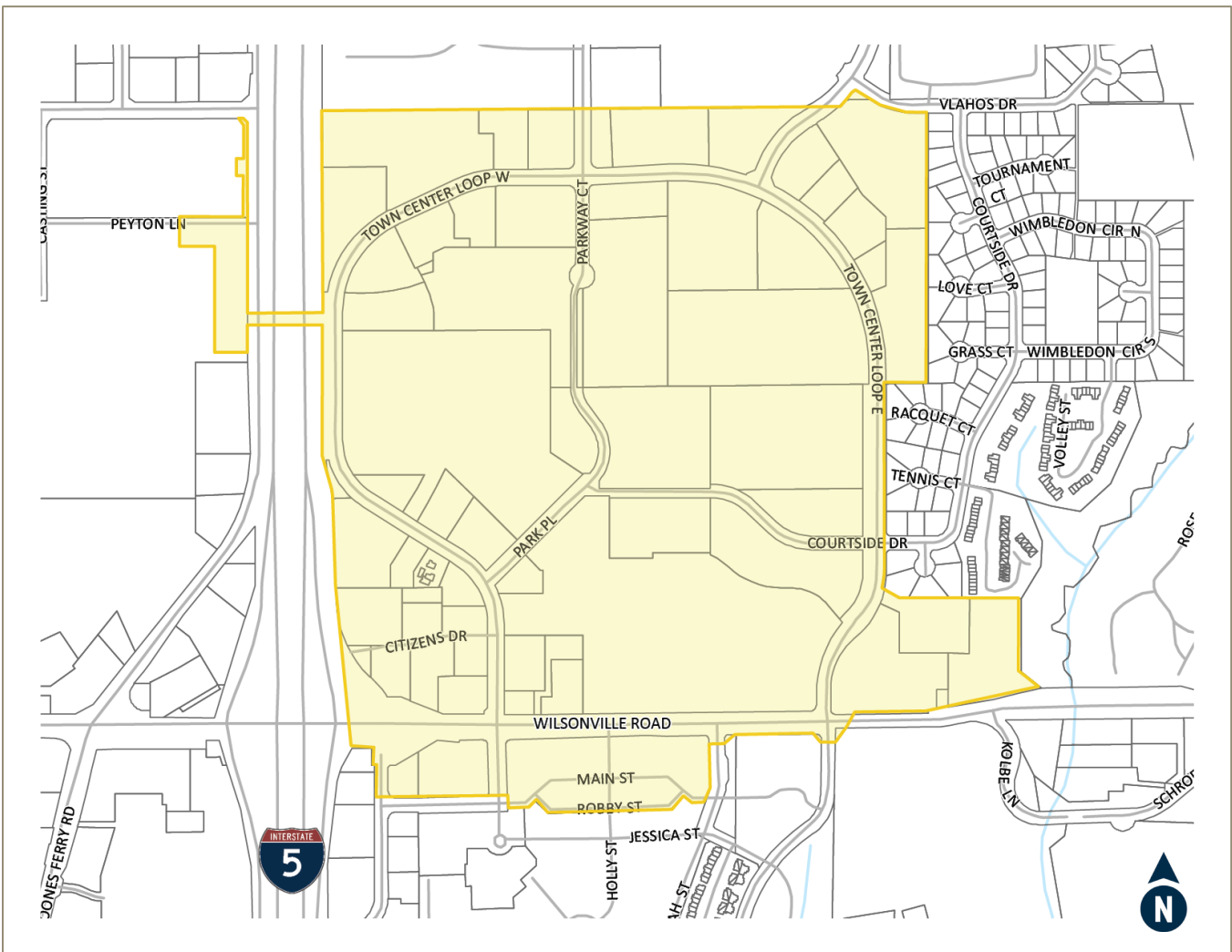
- Determine whether to put the question to the voters in the May 2024 election.
- Prepare the required Urban Renewal Plan and Report
- If approved by the voters:
 - Present the draft Urban Renewal Plan to the Task Force
 - Present the draft Urban Renewal plan to the Agency
 - If approved by the Agency, conduct outreach to affected taxing districts
 - Keep the public informed of the status of the Plan
 - Conduct the formal public review process of urban renewal plans including review by the planning commission, consult and confer with the impacted taxing districts and a public hearing and vote by the City Council

Appendix B provides a summary of how tax increment financing works.

AREA BOUNDARY

The City of Wilsonville defined the feasibility study area boundary, shown in Exhibit 1. It covers the area defined in the Wilsonville Town Center Plan, plus properties to the south of Wilsonville Road to allow for a new intersection and improvements to three existing intersections on Wilsonville Road, plus portions of properties to the west of I-5 to allow for the landing of the I-5 pedestrian and bicycle overpass. It encompasses 171 acres including 146.45 acres in tax lots and includes a projected \$194,239,498 in assessed value for fiscal year end (FYE) 2024 using FYE 2023 data from the Clackamas County Assessor.

Exhibit 1. Town Center Urban Renewal Feasibility Study Boundary



Source: City of Wilsonville

ORS 457 limits the total amount of assessed value and acreage that can be included in urban renewal districts. In a city the size of Wilsonville, this limit is 25% of the City's acreage and 25% of the City's assessed value. This potential Area and the existing Wilsonville urban renewal areas do not exceed the assessed value and acreage statutory authority for urban renewal in Wilsonville, as shown in

Exhibit 2.

Exhibit 2. Statutory Limitation on Assessed Value and Acreage

	Acres
A. City of Wilsonville	4,956
B. Existing URAs	
West Side (set to close in FYE 2025)	411
Coffee Creek	258
Twist Bioscience WIN Zone	4.4
Total	673
C. Proposed Town Center Area	171.5
Percent of City AV = (B+C)/A	17.04%
<i>Remaining Capacity</i>	394.5

	Assessed Value
A. City of Wilsonville	\$4,166,774,082
B. Excess Value, Existing URAs	\$908,866,116
C. Frozen Base, Existing URAs	
West Side	\$18,017,272
Coffee Creek	\$83,801,230
Twist Bioscience WIN Zone	\$3,661,005
Total	\$105,479,507
D. Proposed Town Center Area	\$194,239,498
Percent of City AV = (C+D)/(A-B)	9.20%

Sources:

URA Acreage and Assessed Value: Tiberius Solutions using data from Clackamas County Assessor, FYE 2023

City Acreage and Assessed Value: City of Wilsonville and Clackamas County Assessor SAL 4a, FYE 2023

EXISTING CONDITIONS ASSESSMENT OF BLIGHT

Statutory Blight Findings

ORS 457.010 defines blight and states that “a blighted area is characterized by the existence of one or more of the following conditions”. The blight conditions that exist in the Area include: the existence of structures that exhibit obsolescence, deterioration, dilapidation, and a prevalence of depreciated values, and impaired investments. There are 10.84 acres of undeveloped properties and an additional 15 acres of properties where the value of the improvement is less than the value of the land, shown in Exhibit 11. In addition, there is a prevalence of surface parking that, if developed, would increase the livability of the Area and would significantly increase the assessed value in the Area.

These conditions constitute blight as defined by ORS 457.010. The official blight findings would be made in a future ordinance that adopts the urban renewal plan. However, these blight findings are sufficient to allow for development of an urban renewal plan.

Blight is specifically defined in ORS 457.010 and the blighting conditions are outlined below according to the specific definitions in the statute.

ORS 457.010 Definitions.

ORS 457.010(1)(a) includes five subcategories (A-E) for evaluation if a building is “unfit” or “unsafe” to occupy or for living, commercial, industrial or other purposes.

ORS 457.010(1)(a)(A-E)

The statute describes buildings that are “unfit” or “unsafe to occupy” for a variety of reasons.

This definition of blight will not be used in the determination of blight in the Town Center.

ORS 457.010(1)(b): An economic dislocation, deterioration or disuse of property resulting from faulty planning.

As stated in the Town Center Plan,

“Much of Town Center’s current road infrastructure, urban form, parks, and land uses originated in that (the 1973 Town Center Master Plan) plan. The original plan made way for many of the valuable community assets in Town Center, such as Town Center Park. However, the plan also allowed for an auto-oriented urban form and land uses. Large parking lots and disconnected streets, sidewalks, and bicycle facilities are barriers to Town Center becoming the vibrant community desired by residents and businesses.”

The planning resulting from the 2019 Town Center Plan will transform the area into a vibrant central meeting place for Wilsonville residents and will include alternative forms of transportation, more dense development, mixed use development and more public open spaces. The recent planning for the Area will help address economic dislocation, deterioration or disuse of property.

ORS 457.010(1)(c): The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development.

There are properties within the Area that are too large for the development that is planned in the Town Center. To be able to properly develop these areas, there needs to be infrastructure improvements to provide utilities to the parcels, to provide better access to parcels, better delineation of parcels in a grid layout and improved development opportunities. Exhibit 3 shows the abundance of surface parking within the Area, which is of no taxable value.

ORS 457.010(1)(d): The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions

This blight definition will not be used in the determination of blight in the Town Center.

ORS 457.010(1)(e): The existence of inadequate streets and other rights of way, open spaces and utilities.

The Town Center Plan adopted in October of 2019 identified significant instances of inadequate streets, other rights of way, open spaces and utilities. This is the major blight finding for the Area. The instances identified in the Town Center Plan will be specifically identified in the final feasibility study and if the city desires to move forward with an urban renewal plan for the Area, in the Report Accompanying any future urban renewal plan.

ORS 457.010(1)(f): The existence of property or lots or other areas that are subject to inundation by water.

This blight definition will not be used in the determination of blight in the Town Center.

ORS 457.010(1)(g): A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered.

An investment to land ratio was compiled for each tax lot within the Area. Fifty percent of the tax lots have an investment to land ratio of under 2:1. Land use plans for the area call for new development of four-and five-story buildings, which would be expected to have an I:L ratio of

4.0 or more. Only 6 of the 67 tax lots in the Area, representing 11% of the acreage, had I:L ratios of 4.0 or more in FYE 2023. In summary, the Area is underdeveloped.

ORS 457.010(1)(h): A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare.

There are properties within the Area that are vacant, stagnant and unproductive and could potentially be useful and valuable for contributing to the public health, safety and welfare.

ORS 457.010(1)(i): A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.

This blight definition will not be used in the determination of blight in the Town Center.

Land Use

The land uses in the Area are primarily commercial uses. There is one garden-style apartment complex, two senior living complexes, one church and one improved industrial property in the Area.

Zoning

The zoning designation in the Area is primarily Town Center, except for the properties south of Wilsonville Road (Planned Development Commercial) and the landing spot on the west side of I-5 for the overcrossing (Planned Development Industrial).

Comprehensive Plan

The Comprehensive Plan designation in the Area is primarily Town Center, except for the properties south of Wilsonville Road (Commercial) and the landing spot on the west side of I-5 for the overcrossing (Industrial.)

Infrastructure Needs

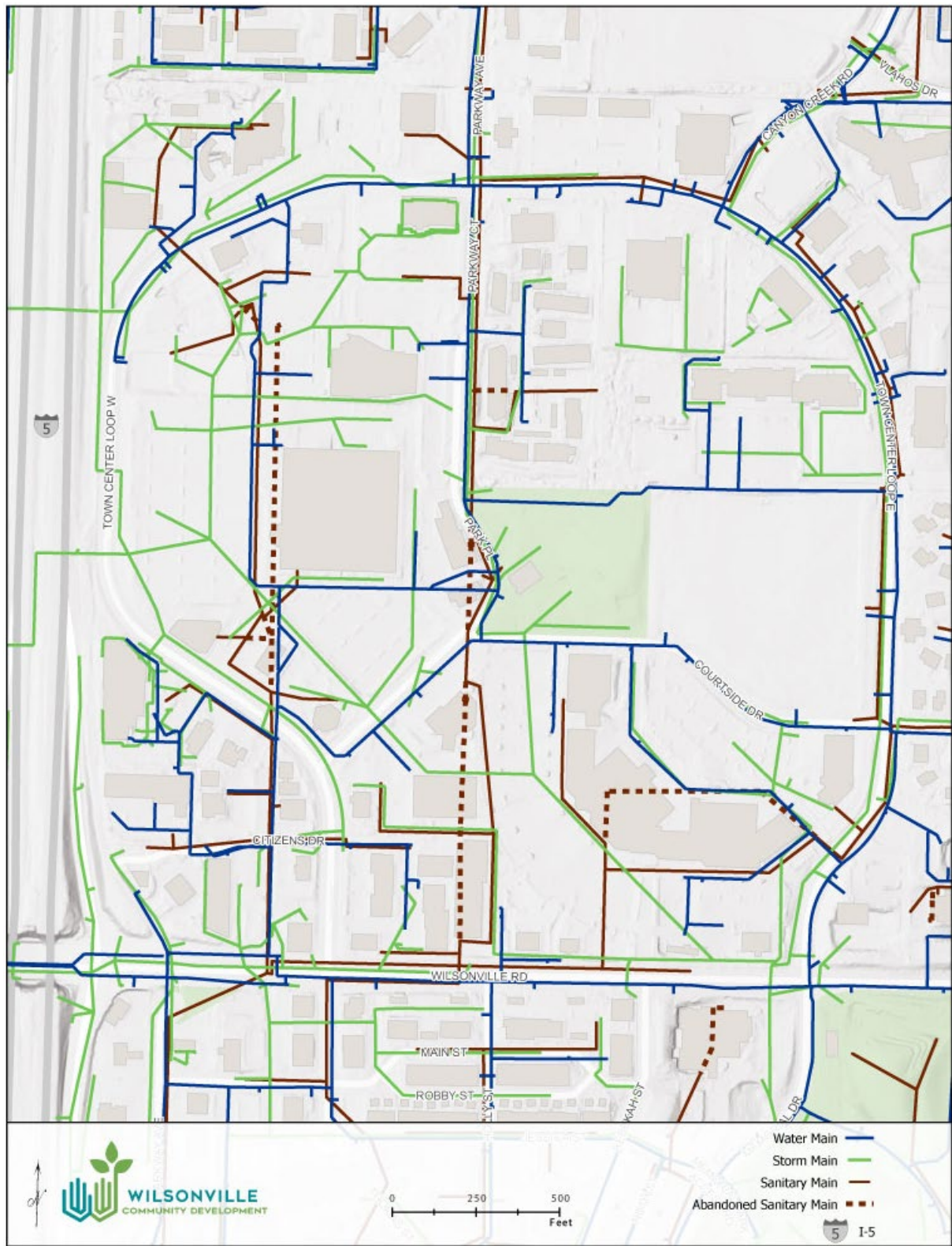
The existing infrastructure system is shown in Exhibit 4. There are many segments of the infrastructure network that are not in existing rights-of-way and do not connect to other segments of the infrastructure, described in greater detail for each utility below. Infrastructure descriptions are from the Town Center Plan, Chapter 04, and are noted in italics with the page numbers cited. The anticipated infrastructure project locations are shown in Exhibit 5.

Exhibit 3. Existing Conditions Showing Surface Parking



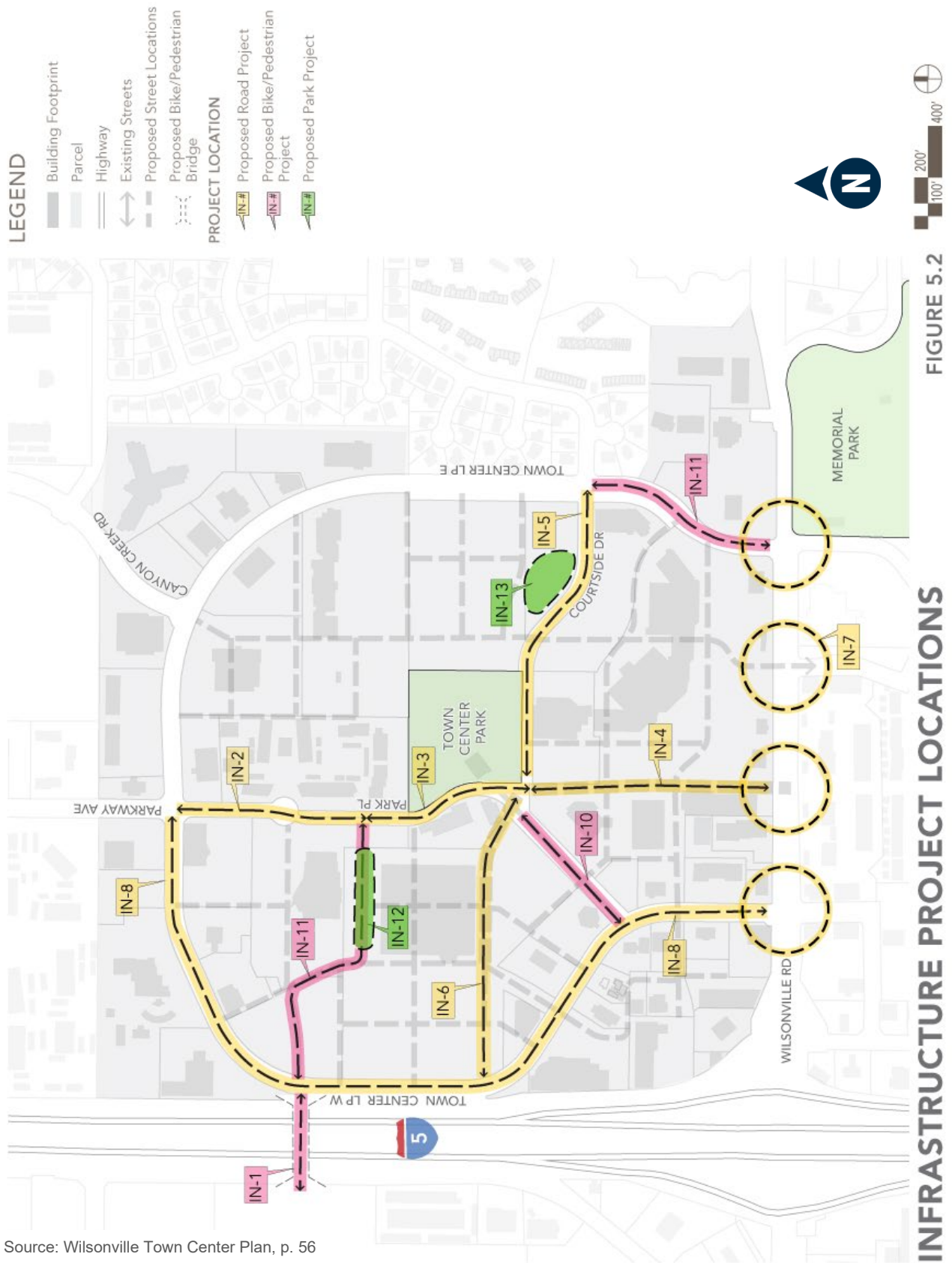
Source: City of Wilsonville

Exhibit 4. Existing Conditions of Infrastructure



Source: City of Wilsonville, GIS

Exhibit 5. Infrastructure Project Locations



Source: Wilsonville Town Center Plan, p. 56

Stormwater Infrastructure

The existing stormwater system in Town Center drains to three watersheds, including Coffee Lake Creek Basin in the northwest; the Willamette River in the southwest (via a piped outfall); and the Boeckman Creek Basin. The Boeckman Creek sub-basin flows through a regional flow control facility in Memorial Park south of Wilsonville Road. This system is adequate to meet the needs of Town Center today, although the City has identified drainage issues along portions of the western Town Center boundary near I-5 during heavy rainfall events.

The City of Wilsonville's 2015 Storm Water and Surface Water Design and Construction Standards require on-site Low Impact Development (LID) to the Maximum Extent Practicable (MEP). In new and/or improved right-of-way, flow control and water quality will be managed in the right-of-way with roadside planters/ bioretention facilities located in the planter strip, at intersection bulb-outs, and through the use of porous pavements. Measures to manage flow control and water quality on private development sites will be required to be installed on site and may consist of the same best management practices (BMPs) used to mitigate the right-of-way. These on-site measures for redeveloped parcels include porous pavement and stormwater planters that mimic the pre-development stormwater runoff conditions.

Per Wilsonville's 2012 Stormwater Master Plan, the existing storm drain system for the majority of Town Center has adequate capacity. The existing development within Town Center is mostly impervious with no on-site water quality or flow control management. Future redevelopment is envisioned to reduce the amount of impervious surface by implementing BMPs such as road diets, porous pavement, green roofs, landscaping, and bioretention facilities. Because of the proposed improvements and reduction in impervious surface, the existing storm drain capacity will be adequate to accommodate future development.

(Town Center Plan pg. 42, 44)

Exhibit 6 (next page) illustrates the recommended stormwater infrastructure system for Town Center. The goal of the stormwater system recommendations is to reduce the amount of stormwater detained and treated at the regional treatment facility in Memorial Park and to avoid any additional expansions of that facility. By managing stormwater on-site and reducing the amount of impervious surface in Town Center, more costly expansions to the Memorial Park Pond can be avoided. As development occurs in Town Center, localized flooding at the 18-inch pipe crossing I-5 (identified as problem area P8 per the City's 2012 Stormwater Master Plan) may also be mitigated as a result of additional on-site infiltration facilities being constructed. These facilities could be developed within existing or new right-of-way and adjacent development, which will reduce stormwater flows through the pipe. In the meantime, temporary flooding control measures such as infiltration facilities could be deployed.

Exhibit 6. Stormwater Infrastructure



Source: Wilsonville Town Center Plan, p. 45

Sewer Infrastructure

The majority of Town Center is within the Canyon Creek/Town Center Basin although a portion of Town Center (north and west of Town Center Loop) is within the Coffee Creek Basin. Both basins drain to the Wilsonville Wastewater Treatment Plant. The sanitary and stormwater systems are separate systems. The wastewater pipes within Town Center are generally between 25-50 years old, and while the system functions well, the City's 2014 Waste Water Collection Master Plan identifies several pipes that should be replaced due to age, root intrusion, and/or grade issues. There are no capacity-related projects in Town Center identified in the current capital improvement plan through 2025, although the Town Center Pump Station that serves a portion of Town Center has a higher rate of pump failure than other City-owned pump stations and has been identified for replacement. Peak flow projections for the Canyon Creek/Town Center are expected to increase from a current flow of 1.26 (millions of gallons per day (MGD)) to 1.85 MGD within the Urban Growth Boundary (UGB) by 2045 per the City's 2014 Waste Water Collection Master Plan. The total peak flow projections for the UGB and Urban Reserve Area, if it is added to the UGB and develops, are expected to increase to 3.14 MGD per the City's 2014 Waste Water Collection Master Plan.

Future development envisioned in the Town Center Plan will have little increase in wastewater compared to what is already projected for Town Center in the future, with sewer flows likely to increase by 0.69 MGD, for a total flow of 3.83 MGD at buildout with the urban reserve area. Additional capacity is not required for Town Center-related growth. System-wide modeling showed that the existing system can accommodate future growth. While there may be a possibility of surcharging downstream at Memorial Drive, crossing I-5 to the wastewater treatment plant, potential surcharge is within acceptable limits and overflow risk is minimal. Town Center is a very small portion of the basin and the additional projected growth is not a significant increase to the total projected flows of the basin. Additional growth from Town Center would not likely have an impact on the existing 220 gallons per minute (gpm) capacity of the existing Town Center waste water pump, but as stated, Town Center is only a small portion of the basin and the pump should be evaluated as part of the larger Canyon Creek/Town Center service area (Town Center Plan pg. 44, 45, 46).

Exhibit 7 illustrates the recommended sewer infrastructure system for Town Center. Much of the existing system has already been developed, although the anticipated development pattern and street grid will require a portion of the system to be relocated into public right-of-way.

Aside from projects already identified in the City's 2014 Wastewater Collection Master Plan, Town Center Plan implementation should include the following:

- Locate sewer trunk lines within existing or future rights-of-way to allow for development on vacant land. While most trunk lines are already in existing right-of-way, there are some pipes located within existing parking lots. If not relocated, existing utilities may conflict with building foundations and make it difficult to maintain underground infrastructure.

- Upgrade the wastewater system when constructing new roads, or when significant upgrades occur to existing roads, to reduce the need for future capacity upgrades that would require reconstructing the road.

(Town Center Plan p. 47).

Exhibit 7. Sewer Infrastructure



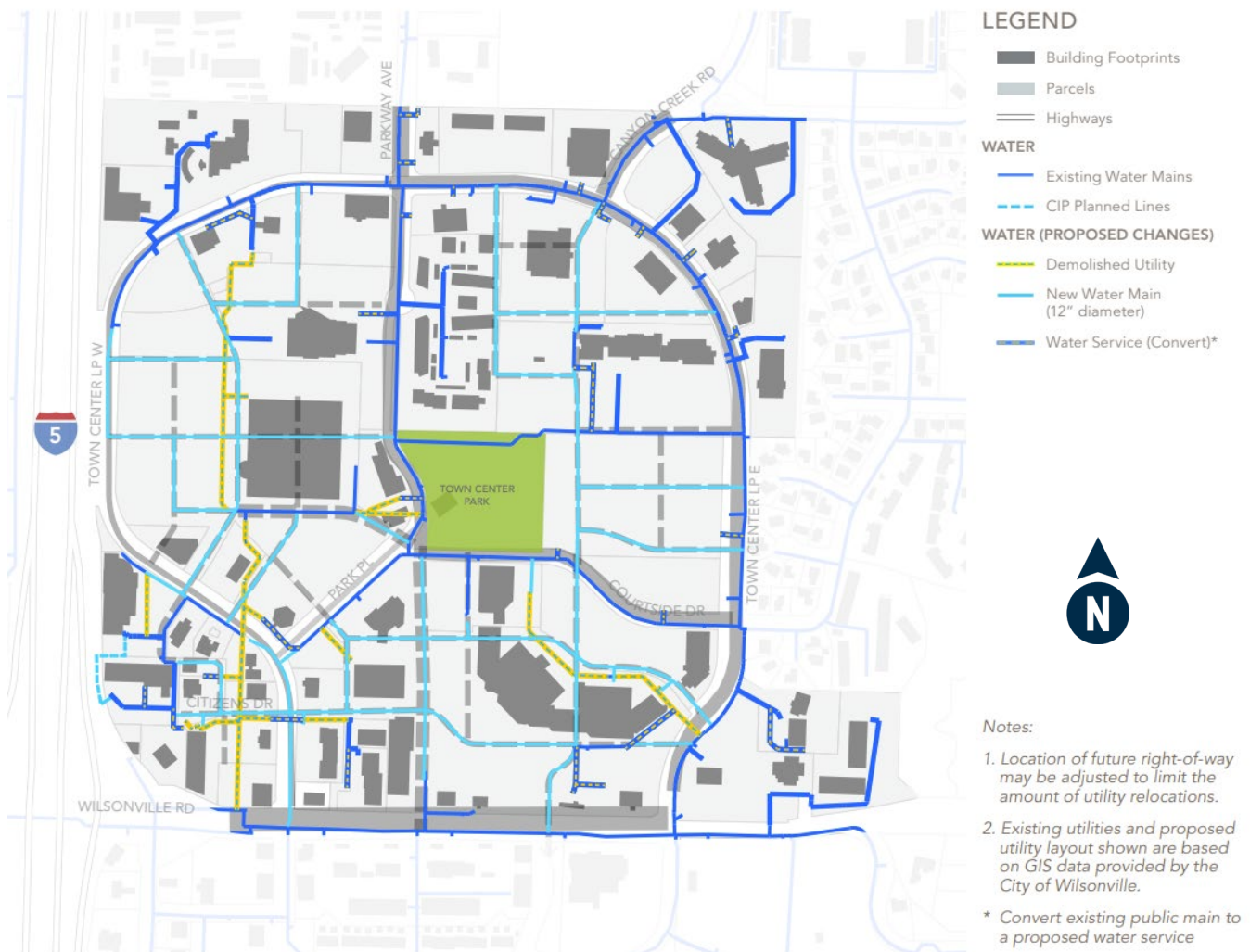
Source: Wilsonville Town Center Plan, p. 47

Water Infrastructure

The Willamette River Water Treatment Plant supplies potable water to the project area. The City has not identified any fire flow deficiencies within the project area. The majority of distribution mains within the project area are constructed of 12-inch ductile iron pipe. The 2012 Water Distribution Master Plan only identifies one capital improvement project within the project area, consisting of an 8-inch line extension along Park Place and SW Citizens Drive. No changes are recommended to this project. The existing 12-inch water main infrastructure is capable of accommodating future growth within the Town Center, although some water mains would need to be relocated into new right-of-way to accommodate future development. The proposed water main system is shown in (Town Center Plan p. 48, 49).

Exhibit 8. All new or relocated water mains would be 12-inch water lines, reflecting the 12-inch water system that exists today (Town Center Plan p. 48, 49).

Exhibit 8. Water Infrastructure



Source: Wilsonville Town Center Plan, p 49

Transportation

The Town Center Plan calls for vast improvements to the transportation infrastructure within the Area to make lots developable and to create a multi-modal transportation network. *“The foundation of the Town Center Plan is the community’s desire for a walkable and engaging pedestrian experience. The Plan’s multimodal network applies a variety of streetscape designs for new and proposed streets in Town Center, ranging from festival streets with curbless sidewalks near Town Center Park, local streets with wide sidewalks, and a main street with on-street parking and active storefronts.*

The expanded transportation network addresses several existing issues as well as managing future traffic needs, as it:

- *Increases the number of route options that also distribute traffic more effectively than today’s system; and*
- *Provides safer pedestrian crossings and connections throughout Town Center with the new street grid, bicycle and pedestrian path system, and improvements for pedestrians and cyclists at busy intersections on Wilsonville Road. Safe, inviting pedestrian-oriented streetscapes for all ages and abilities, multi-use paths and on-street bikeways are essential to get to, through, and around Town Center without needing a car (Town Center Plan, p. 28).”*

The DKS memorandum documenting Multimodal Transportation Conditions and Analysis (April 28, 2017) documented the following existing conditions of the transportation system in the Town Center. Excerpted text is shown below in italics. The full analysis is available at <https://www.ci.wilsonville.or.us/planning/page/town-center-plan>

Multimodal facilities exist and there are opportunities for additional improvements

- ***Some pleasant pedestrian and bicycle facilities exist in Town Center.*** Town Center Loop East includes buffered bike lanes and a separated path, while Wilsonville Road under I-5 includes a comfortable elevated pathway with art. Additional public and private pathways provide some linkage within Town Center land uses.
- ***Poor sidewalk and pathway conditions also exist in Town Center.*** Field observations identified cracked sidewalks, narrow sidewalks and pathways, debris on sidewalks, pathways that are difficult to find, gaps within the system, and a lack of curb ramps that comply with the most current version of the Americans with Disabilities (ADA) Act standards.
- ***Town Center Loop West is difficult to cross.*** With four travel lanes and a posted speed of 35 MPH, Town Center Loop West is difficult for pedestrians and bicycles to cross. At stop-controlled intersections, pedestrians must cross five travel lanes due to the existing left-turn pockets.
- ***Walking and biking along most of Town Center’s roadways is uncomfortable.*** With the exception of Town Center Loop East, a section of Park Place, and a section of Courtside Drive, the analysis indicated that most adults would not feel comfortable walking or biking in Town Center. Factors include traffic speeds, number of travel lanes,

turning vehicles at intersections, lack of motor vehicle buffers, presence and width of bike lanes, and roadway lighting. In addition, people may be deterred from walking and biking to Town Center because of high traffic volumes and speeds on Wilsonville Road that make crossing at the intersections difficult. Lower speed limits, wider sidewalks, buffered bike lanes, and landscaped buffers improve conditions for walking and biking on streets in Town Center where they exist.

- **Some private businesses are auto oriented.** Many of the existing private developments are auto oriented and do not provide safe and convenient connections between buildings for biking and walking.
- **Transit service in Town Center connects to key regional transit destinations.** Two South Metro Area Regional Transit (SMART) transit routes serve the study area, Route 2x-Barbur and Route 4-Wilsonville Road, and provide service to the Tualatin Park and Ride and Barber Transit Center to connect to TriMet's regional transit system.

Exhibit 9. Existing Roadway Characteristics



Source: DKS Memorandum April, 2017 p. 4

The perimeter of Town Center is bounded by three major arterial streets – Wilsonville Road, Town Center Loop West and Town Center Loop East – that provide access to the district. Several minor arterials and collectors provide access into the district and are complemented by three local service streets that provide additional connections to destinations in the district.

Town Center Loop West is more auto-centric with four vehicle travel lanes and lack of bike lanes. Town Center Loop East is a more multi-modal street with a three-lane cross-section, sidewalks, multi-use path, and buffered bike lanes, which makes walking and cycling attractive and comfortable. Wilsonville Road is a major east-west bike connection with striped bike lanes that connects neighborhoods beyond Town Center to the district. Although the posted speed adjacent to Town Center near the Town Center Loop West intersection is 25 mph, it increases to 35 mph east of Holly Street, which may deter all but the most confident cyclists from accessing the Town Center by bike.

Multimodal Facilities Inventory and Analysis

In order to create a vibrant pedestrian and transit-supportive Town Center district, facilities that promote walking, biking, and transit are essential. Understanding the conditions of existing infrastructure that support active transportation modes, as shown in Figure 4, as well as the benefits of future planned projects, is an important step to developing a plan for future investment in Town Center.

Bicycle Facilities

Bicycle lanes exist along Wilsonville Road, Park Place (from Town Center Loop West to Courtside Drive), Courtside Drive (for approximately 800 feet at its eastern end), Memorial Drive, and Town Center Loop East (from Canyon Creek Road to Wilsonville Road). The bicycle lanes on Town Center Loop East have a five foot wide striped buffer separating the bicycles from the vehicles.

Overall, the bicycle facilities along the roads in the study area were in good condition with little to no debris and adequate widths for bicycle lanes as per ODOT's guidelines.¹⁰ However, along Town Center Loop West there are no bicycle lanes and the higher speeds of 35 mph decrease the safety for bicyclists using this facility. Additionally, the lack of facilities along Town Center Loop West disconnects the west side of Wilsonville Town Center from the rest of the area.

Pedestrian Facilities

Sidewalks exist along all of the public roadways in the Town Center with the exception of approximately 400 feet of Town Center Loop West from the north edge of NW Rugs and Furniture property to the multi-use path and the north side of Park Place from Town Center Loop West to Courtside Drive. The existing sidewalks are in fair to good condition (minor to no cracking, patching, raveling, or faulting and the surface are generally smooth) and the majority of the crossing locations have sidewalk ramps, but do not meet current ADA standards. The sidewalk conditions along Citizen Drive, a private street, are in poor condition (sidewalks cracking, debris, narrow, and lack of ADA ramps) and end abruptly. There is a pedestrian

activated beacon at the Town Center Loop East/Courtside Drive intersection. Additionally, many of the internal roadways (including both site access and major drive aisles) have existing sidewalks and provide connectivity from the loop system to internal land uses.

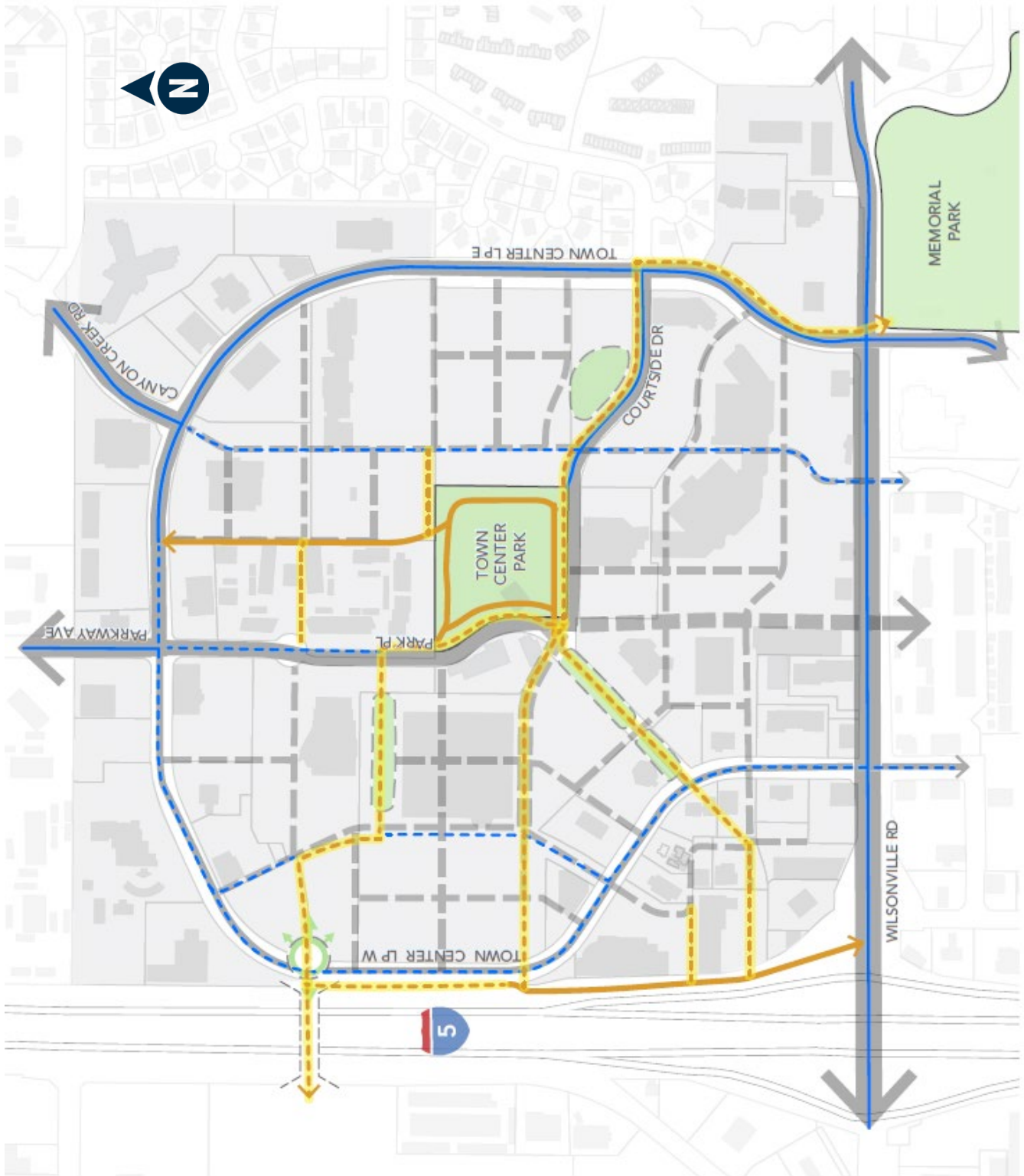
Other crossing facilities include midblock crossings (one north of Wilsonville Road along Town Center Loop East and two along Courtside Drive near Town center Loop E), striped crossings on all legs of each signalized intersection (except the west leg at the Wilsonville Road/Town Center Loop West intersection): and two striped crossings at both the Park Place/Courtside Drive intersection and the Town Center Loop West/Citizen Drive intersection, which also includes advanced warning signs that alert drivers of the crossing location.

The main shopping center north of Wilsonville Road is bounded by Town Center Loop East and West and has a well-connected internal pedestrian system that includes a wide-arc pedestrian pathway and an east/west pathway that connects the arc pathway to the Safeway development. Furthermore, sidewalks connect pedestrians from the shopping center to Town Center Loop West and East, Park Place, Courtside Drive, and Wilsonville Road. However, there are no sidewalks on the west side of Rebekah Street north of Wilsonville Road leading into the shopping center so eastbound pedestrians are required to cross Rebekah Street to enter the shopping center.

Transit Facilities

Two South Metro Area Regional Transit (SMART) routes serve the study area, Route 2x-Barbur and Route 4-Wilsonville Road. Both routes operate with headways around 30 minutes to an hour. Route 2x-Barbur travels along Wilsonville Road to Town Center Loop E, then to Courtside Drive, Park Place, and continues north along Parkway Avenue. This route begins at the SMART Central at Wilsonville Station and connects to key destinations in Wilsonville such as City Hall, the Civic Center, Parkway Woods Business Park, and Argyle Square, as well as to key regional destinations such as the Tualatin Park and Ride and the Barber Transit Center. Route 4-Wilsonville Road travels along Wilsonville Road to Town Center Loop W, Park Place, Town Center Loop E, and continues east along Wilsonville Road. This route begins at the SMART Central at Wilsonville Station, traveling to key destinations in Wilsonville including Inza Wood Middle School/Boones Ferry Primary school, Graham Oaks Nature Park (limited service), Town Center Park, the Civic Center, and Wilsonville High School/Boeckman Primary School.

Exhibit 10. Town Center Plan Multi-modal Network



Source: Town Center Plan, pg. 26

Improvement to Land Ratio:

Exhibit 11 shows the improvement to land value ratios (I:L) for properties in the Area. In the Area, seventeen tax lots, representing 18% of the Area's acreage, have I:L ratios less than 1.0. This means that the improvements on these properties are worth less than the land they sit on. Land use plans for the area call for new development of four- and five-story buildings, which would be expected to have an I:L ratio of 4.0 or more. Only 6 of the 67 tax lots in the Area, representing 11% of the acreage, had I:L ratios of 4.0 or more in FYE 2023. In summary, the Area is underdeveloped.

Exhibit 11 -Improvement to Land Ratios in the Area

Improvement to Land Value Ratio	Parcels	Acres	Percent of Acres
No Improvement Value	11	10.84	7.40%
0.01-0.50	3	6.57	4.49%
0.51-1.00	3	8.61	5.88%
1.01-1.50	10	19.12	13.06%
1.51-2.00	12	29.73	20.30%
2.01-2.50	10	38.98	26.62%
2.51-3.00	5	3.55	2.43%
3.01-4.00	7	12.85	8.78%
> 4.00	6	16.17	11.04%
Total	67	146.45	100.00%

Source: Compiled by Elaine Howard Consulting with data from the Clackamas County Department of Assessment and Taxation (FYE 2023)

Social Conditions

There are currently three residential uses in the Area.

There is one development associated with a senior living use, the 82-unit Creekside Woods Senior Apartments, where eligibility is based on annual income and is for seniors age 62 and over. Another development, Brookdale Wilsonville, is an independent and assisted living community for seniors age 55 and over, with 32 licensed beds.

There is one planned mixed-use project on the former Shari's site at 29690 Town Center Loop W that will add 114 units of housing and approximately 3,700 square feet of ground floor commercial. This project is expected to begin construction in early 2024.

The Town Center Park Apartments has 111 units in three story structures with one and two bedroom units.

The Wilsonville Town Center Plan “*focuses on attracting and retaining local businesses, employment opportunities, housing choices, and cultural and educational institutions. The Plan puts people first with walkable streetscapes and places to gather, shop, work, eat and recreate*” (p.4). This vision for the Town Center intends to dramatically change Town Center's focus by making it more people-centric and creating an inviting, vibrant hub for the rest of the community.

COMPREHENSIVE PLAN CONFORMANCE

An urban renewal plan must be found to be in conformance with the comprehensive plan. The following sections of the Comprehensive Plan, along with the Planning Commission findings for the adoption of the Town Center Plan, were reviewed for conformance of a proposed Town Center Urban Renewal Plan to the Comprehensive Plan. The proposed activities in the Area are in conformance with the Wilsonville Comprehensive Plan and the Town Center Plan from which the projects are specifically taken. The Planning Commission's full finding of consistency between the Town Center Plan and the Comprehensive Plan is attached in Appendix C.

Goal 1, Citizen Involvement

Goal 2, Land Use Planning

Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces.

Goal 6, Air, Water, and Land Resources Quality

Goal 7, Areas Subject to Natural Hazards

Goal 8, Recreational Needs

Goal 9, Economic Development

Goal 10, Housing

Goal 11, Public Facilities and Services

Goal 12, Transportation

Goal 13, Energy Conservation

Goal 14, Urbanization

FINANCING RECOMMENDATIONS OF THE WILSONVILLE TOWN CENTER PLAN, TOWN CENTER INFRASTRUCTURE FUNDING PLAN AND URBAN RENEWAL STRATEGIC PLAN

The Wilsonville Town Center Plan, the Town Center Infrastructure Funding Plan, and the Urban Renewal Strategic Plan all recommended the study of the feasibility of urban renewal to allow for an additional funding source to implement the Town Center Plan. Below are selected excerpts from each plan, shown in *italics*.

Wilsonville Town Center Plan

Tax Increment Financing is identified as a funding tool in Chapter 05 Implementing the Town Center Plan, p. 89 recommending the preparation of an Urban Renewal Feasibility Study and Plan and Table 5.1 Implementation Matrix, p. 99 of the Wilsonville Town Center Plan. The full plan is available at <https://www.ci.wilsonville.or.us/planning/page/town-center-plan>.

Wilsonville Town Center Infrastructure Funding Plan

The implementation chapter of the Town Center Plan calls for a study of how to fund the infrastructure projects identified in the Town Center Plan, which funding tools are most appropriate to support development, and an assessment of the feasibility of urban renewal (also known as tax increment financing) as a tool to provide some of this funding. In early 2022, the City contracted with FCS Group, a firm with experience in developing funding strategies for targeted areas like Town Center, to lead development of the Town Center Infrastructure Funding Plan.

The Town Center Infrastructure Funding Plan includes a summary of the work undertaken to develop a strategy for the funding of the Town Center Plan's infrastructure projects. Based on an assessment of project costs, development scenarios, and existing funding tools, significant funding gaps are expected for transportation, sanitary sewer and stormwater facilities. These funding gaps would be particularly acute during the first 25 years as new development begins to occur within Town Center. Some form of advance financing is likely required because public facility investments would be needed in the short term, before System Development Charge (SDC) fund balances accumulate.

To address this, the project team reviewed a variety of funding tools to determine which are best suited to close these gaps. As part of this review, the project team completed a preliminary and hypothetical forecast of tax increment revenue to determine the suitability of urban renewal as a tool to fund infrastructure improvements in Town Center. The review considered factors such as the amount of potential funds raised, flexibility of the funding source, ease of implementation, administration cost, market acceptance, and impact on housing costs.

(partial excerpt)

Urban Renewal

The City can create an Urban Renewal District (URD) within the Town Center area that generates Tax Increment Financing (TIF) revenue derived from net new assessed property value that occurs over time. TIF revenue can be utilized for public facility capital improvements identified as Projects in an adopted Urban Renewal Plan. Based on the preliminary revenue forecast, it appears this tool could fill the majority of the anticipated funding gaps. It is important to note that adoption of this tool requires additional work, including a more detailed Feasibility Analysis, the subsequent development of an Urban Renewal Plan and Report coordinated with affected taxing districts, and adoption of the Plan and Report through a public hearing process. Creation of a new Urban Renewal District cannot occur until two existing districts (Year 2000 and West Side) are closed out, which is anticipated to occur over the next two fiscal years. Construction of the planned Town Center infrastructure projects without adoption of an Urban Renewal District is unlikely. The flexibility and power of tax increment financing is unmatched by other options. The tool can efficiently generate more funding to support necessary infrastructure improvements than anything else. It is the primary funding mechanism recommended in the Funding Plan. (Staff Report to Resolution No. 3013)

Funding Evaluation Summary

A total score was computed for each funding technique based on the sum of the score in each criterion. The cumulative total score was then used to rank each funding option.

Of all funding techniques and tools studied, Urban Renewal scored highest, as the most powerful, substantive and flexible source of funding.

Urban Renewal District

The City can create an URD within the Town Center area that generates Tax Increment Financing (TIF) revenue derived from net new assessed property value that occurs over time. TIF revenue can be utilized for public facility capital improvements identified in an adopted Urban Renewal Plan (pg. 11).

The full plan is available at <https://www.ci.wilsonville.or.us/planning/page/town-center-plan>.

Wilsonville Urban Renewal Strategic Plan

The Urban Renewal Strategic Plan was adopted in November of 2022. The Plan contains the following recommendations for the Town Center area.

Is urban renewal an appropriate tool in Town Center to achieve the vision of the community?
Task Force Recommendation:

The Task Force supports the City's ongoing work to develop a Town Center Infrastructure Funding Plan and recommends the City pursue a full urban renewal feasibility study for the Town Center area to include timing, duration, eligible projects, anticipated private development, private contribution, and impact on taxing districts for future Task Force consideration. Upon review of the draft Town Center Infrastructure Funding Plan, the City Council also recommends a parking structure be studied and considered as a potential project

if warranted and feasible, funded in whole or in part by urban renewal, as a potential project under a new urban renewal plan in Town Center.

The Task Force especially supports infrastructure projects that support private development, but further recommends the exploration of additional tools in a potential Urban Renewal Plan to include programs that support legacy businesses facing displacement pressures, such as tenant improvement grants or loans. The Task Force prefers to limit eligibility for such incentives to those businesses that are not part of a national chain or franchise model, and wishes to ensure eligibility for local legacy businesses and childcare service providers that will support the employers, employees, and residents of the Town Center area, and Wilsonville more broadly.

***Rationale:** The City of Wilsonville has used tax increment financing as an important part of paying for needed infrastructure in helping to facilitate growth in the city. This tool can be useful in paying for a portion of the infrastructure, which will be required to complete the Town Center vision and support desired uses within the area.*

Should this question be presented to the community for an advisory vote?

Task Force Recommendation: Yes, once a feasibility study has been completed and if the Task Force recommends pursuing urban renewal/TIF at that time.

The full plan is available at <https://www.ci.wilsonville.or.us/renewal/page/urban-renewal-strategic-plan>

PRELIMINARY PROJECTS AND PROGRAMS

The projects and programs that were identified and vetted with the Task Force were previously outlined in the Town Center Plan and further analyzed in the Town Center Infrastructure Funding Plan. The projects shown in Exhibit 12 are listed by the order as they are found in the Town Center Plan.

What Exhibit 12 is:

- *A good faith demonstration* that between 3 main funding sources— 1) City system development charges funds 2) private development exactions and dedications, and 3) urban renewal/tax increment—the projects identified in the Town Center Plan can be completed, provided all forecasting assumptions become future reality.

Because it is a near certainty that all forecasting assumptions will not become reality, Exhibit 12 is NOT a hard and fast commitment to:

- precise project costs
- exact cost-sharing allocations; other funding sources and alternative allocations may be pursued and utilized (e.g. grants)
- the completion of the entire slate of projects throughout the duration of any Town Center urban renewal plan

Exhibit 12. Town Center Projects



WILSONVILLE TOWN CENTER PLAN

	Current 2023 Estimate	City Contributions		Private Contributions		Urban Renewal		Note
		Transp. SDC	Parks SDC	Developer		URA (Gap Funding)		
Infrastructure Projects	\$	%	\$	\$	%	\$	%	
I-5 Bike/Pedestrian Bridge & Gateway Plaza	\$24,000,000	50%	\$10,000,000	\$2,000,000	0%	\$0	50%	\$12,000,000 A*
"Main Street"								*
"Main Street" North	\$7,200,000	14%	\$1,000,000	\$0	25%	\$1,800,000	61%	\$4,400,000
"Main Street" Central	\$4,400,000	23%	\$1,000,000	\$0	15%	\$660,000	62%	\$2,740,000 B*
"Main Street" South	\$8,700,000	23%	\$2,000,000	\$0	50%	\$4,350,000	27%	\$2,350,000 *
Courtside Drive								*
Courtside Drive, East	\$6,000,000	25%	\$1,500,000	\$0	25%	\$1,500,000	50%	\$3,000,000
Courtside Drive, West	\$7,100,000	0%	\$0	\$0	50%	\$3,550,000	50%	\$3,550,000 *
Wilsonville Road Intersection Improvements	\$3,600,000	28%	\$1,000,000	\$0	0%	\$0	72%	\$2,600,000 B*
Town Center Loop W Modifications	\$3,300,000	30%	\$1,000,000	\$0	0%	\$0	70%	\$2,300,000 C
Local Street Network	\$36,000,000	0%	\$0	\$0	75%	\$27,000,000	25%	\$9,000,000
Bicycle and Pedestrian Infrastructure	\$7,900,000	34%	\$1,500,000	\$1,200,000	15%	\$1,200,000	51%	\$4,000,000
Underground Utility Relocation	\$42,000,000	0%	\$0	\$0	50%	\$21,050,000	50%	\$20,950,000
Parking "Solution(s)" - City Built or Developer Incentives	\$12,000,000	0%	\$0	\$0	50%	\$6,000,000	50%	\$6,000,000
Infrastructure Subtotal	\$162,200,000	14%	\$19,000,000	\$3,200,000	41%	\$67,110,000	45%	\$72,890,000
Economic Development Programs & Projects								
Real Estate activities	\$19,000,000						100%	\$19,000,000 D
Site Preparation	\$2,080,000						100%	\$2,080,000 E
Development & Tenanting Incentives - grants/loans	\$2,080,000						100%	\$2,080,000
Ec Dev Subtotal	\$23,160,000							\$23,160,000
Administration								
Administration	\$5,050,000							\$5,050,000 F
Grand Total	\$190,410,000	12%	\$19,000,000	\$3,200,000	35%	\$67,110,000	53%	\$101,100,000

Notes

- A Design Complete, Construction Ready; Other grant sources will be pursued, where applicable
- B Required with "Main Street" South
- C Occur after "Main Street" South
- D Includes property acquisition & disposition, purchase options, and associated costs, e.g. brokerage fees, closing costs, legal services
- E E.g. Demolition, grading, land-use applications, professional services (RFP prep, etc.)
- F 5% of Maximum Indebtedness
- * indicates "Framework" project, as identified in Town Center Plan



The narrative descriptions of these projects are shown below. These narratives are from the Town Center Plan. They are listed in the order identified in Exhibit 12.

I-5 Bike/Pedestrian Bridge & Gateway Plaza

IN.1 I-5 Bike/Pedestrian Bridge Gateway (Framework Project)

The City has designed and permitted the construction of a bike/pedestrian bridge over I-5 that will connect the northwest corner of Town Center to the existing transit center and development on the west side of I-5. The eastside bridgehead in Town Center will provide an opportunity to establish a highly visible gateway to Town Center. A well-designed bridge and bridge landing includes architectural elements that reflect Town Center as well as seating, landscaping and wayfinding/directional signage, providing direct connections for people to destinations in Town Center, such as Town Center Park using a two-way cycle track, and to the local and regional bicycle and pedestrian network.

“Main Street”

“Main Street” North

IN.2 Park Place Redesign (Town Center Loop to Northern Edge of Town Center Park)

This section of existing roadway, currently known as Parkway, is one of the original connections from Town Center Loop adjacent to the theater and apartments. The recommended future design for this section of Park Place includes two travel lanes, buffered bike lanes, and wide sidewalks. Buffered one-way bike lanes are recommended in this section of roadway to provide connections to existing bicycle lanes north of Town Center Loop.

“Main Street” Central

IN.3 Park Place Redesign (Town Center Park to Courtside Drive, Framework Project)

This section of Park Place becomes an extension of Town Center Park. Constructed as a curbless street that can be closed during events in Town Center Park, a farmers market, or other civic use. This section of roadway is a critical transition between the northern and southern portions of the main street and a core component of the Town Center vision. This section of Park Place includes two travel lanes, on street parking, and a protected two-way cycle track, providing an important multimodal connection between the I-5 bike/pedestrian bridge, Promenade, and the two-way cycle track proposed on the north side of Courtside Drive to Memorial Park (see IN.5 for a project description).

“Main Street South”

IN.4 Park Place Extension (Courtside Drive to Wilsonville Road, Framework Project)

Creating a modern main street in Town Center is a signature element of the Plan. Extending Park Place provides opportunities to create a walking retail corridor, gathering spaces, and placemaking programs for Town Center. It will offer more opportunities and better visibility for small, independent businesses, keeping local dollars in Wilsonville. This extension of Park

Place is a future roadway located within an existing parking lot. The extension would create a new signalized intersection at Wilsonville Road. The recommended design for this new segment of Park Place includes two travel lanes, on-street parking, and wide sidewalks to create a strong pedestrian-oriented landscape. The street would be marked as a shared facility, where bicycles and automobiles share the same travel lane. Shared lanes, as opposed to dedicated bicycle lanes, are recommended for this section because of the expected slow vehicle speeds, proposed dedicated bicycle lanes on adjacent roads, and the limited amount of right-of-way available to construct the new connection. With the proposed design, no business displacements are anticipated with the construction of this segment, but during construction, it will be important to coordinate with existing businesses to minimize impacts to their operations.

Courtside Drive

Courtside Drive, East

IN.5 Courtside Drive

Improvements (Park Place to Town Center Loop E)

Courtside Drive is the primary east/west connection between Town Center Loop E and Park Place and serves as an important connection between established neighborhoods and central Town Center. This project recommends maintaining the key functions of this roadway and incorporating a two-way cycle track that connects from Town Center Park to Town Center Loop E, which will provide a further connection to Memorial Park. Improvements to this section of roadway are primarily for the cycle track and for on street parking on the south side of Courtside Drive.

Courtside Drive, West

IN.6 Courtside Drive Extension (Park Place East to Town Center Loop W, Framework Project)

This project would extend Courtside Drive to the west to Town Center Loop W, providing increased connectivity to the western portion of Town Center, an area envisioned to redevelop with a more diverse mix of uses. The recommended roadway design includes two travel lanes, on street parking, bicycle lanes and wide sidewalks to create a strong pedestrian-oriented landscape.

Wilsonville Road Intersection Improvements

IN.7 Wilsonville Road Intersection Modifications

Wilsonville Road is the most important arterial connection to Town Center and also provides access to one of two I-5 interchanges in Wilsonville. Wilsonville Road experiences congestion at peak hours due to existing capacity issues on I-5 at Boone Bridge, affecting the Wilsonville Road/ Town Center Loop W intersection where traffic can back up on both roadways.

Recommended improvements along Wilsonville Road are designed to improve traffic distribution through Town Center and better accommodate anticipated traffic growth. The

Wilsonville Road improvements allow for and implementation of the desired multimodal form as recommended in this plan changes to Wilsonville Road include:

- Wilsonville Road/Town Center Loop W Modify the existing traffic signal to eliminate eastbound and westbound left turns, add a landscaped median to the west leg, and improve pedestrian and bicycle safety by adding a crosswalk to the west side of the intersection and a median refuge to cross Wilsonville Road. Providing protected pedestrian refuges and signalization for bicycle and pedestrian crossings is essential for improving safety and increasing walking in the area.*
- Wilsonville Road/Park Place Construct a new intersection that connects the extension of Parkway Avenue to Wilsonville Road. At this intersection, install a traffic signal that allows all turning movements and moves eastbound left turn traffic further from the I-5 interchange.*
- Wilsonville Road/Rebekah Street Remove the existing traffic signal and restrict the minor street turning movements to be right-in, right-out only by continuing the landscaped median or using space for a pedestrian and bicycle median. Include bicycle and pedestrian activated flashers for crossings.*
- Wilsonville Road/Town Center Loop E Modify the existing traffic signal to include dual eastbound lefts and modify the north leg to have dual northbound receiving lanes. Remove eastbound and southbound dedicated right-turn lanes to accommodate added lanes.*

Town Center Loop W Modifications

IN.8 Town Center Loop W Modifications

Town Center Loop W is a wide street with five lanes in many locations and without bicycle lanes or complete sidewalks. The focus of this project is to make Town Center Loop W more pedestrian and bicycle friendly, help redistribute through traffic, and reduce congestion at the Wilsonville Road/Town Center Loop W intersection. As development occurs adjacent to Town Center Loop W, the roadway could transition to a local road that provides access to businesses as well as multimodal access from the bike/pedestrian bridge and western portions of Town Center. In the event a parallel road is constructed and can accommodate the traffic, Town Center Loop W could also be vacated and the right-of-way used for development. If it remains in place, Town Center Loop W would be reduced from five to three lanes (two travel lanes with left turn pockets) in conjunction with intersection improvements for Town Center Loop E to accommodate the anticipated shift in traffic patterns. Surplus right-of-way will be used for on-site stormwater treatment, addressing an ongoing stormwater issue in the vicinity of I-5. This is assumed to occur with adjacent development that would pay for the street improvements. In the interim, improvements could include reducing the number of lanes through temporary placement of traffic controls using concrete planters or bollards to reduce road width, and restriping for bicycle lanes in the outside travel lane.

Full buildout is expected to be in conjunction with private development.

Local Street Network

IN.9 Local Road Network

Creating a more walkable and accessible Town Center will also require constructing new local roads. These connections would be constructed as part of a development in which the private developer assumes the cost of these local roads. Exhibit 9 identifies the proposed local road network in Town Center, which uses the existing road network as the foundation of the multimodal system. The location of these local connections is approximate and based on the desired block lengths of 400 feet. Precise locations will be determined during site planning and review. These extensions would require new right-of-way and would generally include two travel lanes, parallel parking on both sides of the street, sidewalks, and street trees, although some connections may use a “woonerf” style design, or pedestrian-only connections. Some streets would also include fiber conduit, new sewer and water infrastructure while all streets would have stormwater pipes that are assumed to be constructed by private development.

Local roads and associated communications, sewer, water and stormwater infrastructure identified as part of the Plan are assumed to be constructed by private development.

Bicycle and Pedestrian Infrastructure

IN.10 Park Place Promenade Redesign

The Park Place Promenade redesigns Park Place between Town Center Loop W and Courtside Drive to eliminate it as a vehicular route and create a linear park feature that provides bicycle and pedestrian access and a location for future temporary events such as festivals or a farmers market. The final design of this area will be determined as part of the design of future adjacent development expected to front the promenade. Essential components should include provisions for temporary events, public gathering spaces with shade and/or weather covering, bicycle and pedestrian connectivity and transit vehicle access. The design would be similar to the woonerf-style local street cross section that is designed to be closable to through traffic. Depending on the final design, vehicle charging, car share and bus stops could also be incorporated into the design.

IN.11 Cycle Tracks

There are several sections of two-way cycle tracks identified in the Plan. These provide essential connectivity elements both within Town Center and to the surrounding bicycle and trail network. There are four primary cycle tracks proposed in Town Center that together create a continuous cycle track between the I-5 bike/pedestrian bridge and Memorial Park. The type of bicycle facility to be located within the Park Place Promenade will be determined as part of the Park Place Promenade design process (see Project IN.10). Prior to development of the project, or as portions are constructed, the City could place placards, signage or other information to describe the entire project and how it will function when completed.

CYCLE TRACK VERSUS BUFFERED BICYCLE LANES

A CYCLE TRACK is an exclusive bike facility that is separated from motor vehicle traffic, parking lanes and sidewalks through the use of bollards, medians, or raised curbs. Cycle tracks can be designed in a variety of ways, but all are intended to be primarily used for bicycles, and are separated from motor vehicle travel lanes, parking lanes, and sidewalks. In situations where on-street parking is allowed, cycle tracks are located to the curb-side of the parking (in contrast to bike lanes). BUFFERED BIKE LANES are conventional bicycle lanes paired with a designated buffer space (usually painted) separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. Buffered bike lanes can be used anywhere a traditional bike lane is proposed and provides more space for bikes without making the bike lane appear so wide that it might be mistaken for a travel or parking lane.

Segment 1: *Bike/Pedestrian Bridge to Town Center Park. This segment would be constructed from the future bike/ pedestrian bridge to approximately the north side of Town Center Park. While the final bridgehead location is still to be determined, the proposed connection would be located generally at the northern end of the Fry's parking lot and connecting to Park Place along/as part of the Promenade (see Project IN.12), where it would cross Park Place and then run on the east side of the roadway adjacent to Town Center Park. This segment would likely require purchasing right-of-way, or could be combined with future redevelopment of the Fry's site.*

Segment 2: *Town Center Park to Courtside Drive. This segment would be constructed as part of the Park Place Redesign (Project IN.3) because it will require reconfiguring the corner of Town Center Park and potentially the western parking area for Town Center Park to accommodate the future main street extension south to Wilsonville Road. A quick win project could be to restripe the existing roadway as a two-way buffered bike lane, similar to what was completed during the Town Center Main Street Popup event at the 2018 Wilsonville Community Block Party during the planning process for the Plan. The two-way buffered bike lane would then be replaced with a permanent two-way cycle track.*

Segment 3: *Town Center Park to Town Center Loop E (Courtside Drive Segment). This segment is implemented primarily through restriping the existing roadway on the north side of Courtside Drive between Park Place and Town Center Loop E and could be implemented at the same time as the quick win described for Segment 2. Access to the Town Center Park parking area along Courtside Drive may need to be modified to accommodate this project. No additional right- of-way is assumed to be required because the existing right-of-way is available to accommodate the proposed improvements.*

Segment 4: *Town Center Loop E to Wilsonville Road. This segment would be located on the east side of Town Center Loop E This section of cycle track would connect the central portion of Town Center to Memorial Park south of Wilsonville Road. This project would not likely be implemented until the modifications to the Wilsonville Road/Town Center Loop E intersection are completed as there are already buffered bicycle lanes on Town Center Loop E The cycle*

track improvements would increase safety by crossing to the east side on Town Center Loop E at Courtside Avenue, not at Wilsonville Road, to remove the potential conflicts with the additional left turn movements from Wilsonville Road to Town Center Loop E. The two-way cycle track and vehicular lanes, as proposed, will fit within existing right-of-way.

IN.12 Promenade (Framework Project)

The Promenade is a linear park located north of the existing Fry's building. This project provides an important multimodal connection between the I-5 bike/pedestrian bridge landing and the two-way cycle track on Park Place. The bike/ pedestrian landing is expected to connect to the Promenade, either directly or through another connection, depending on the final bridge location. This project would likely be constructed if redevelopment on all or a portion of the Fry's and/or Regal Theater parcel occurred. The Promenade provides plaza and open space for area residents and employees and helps create a very active area near the I-5 bike/pedestrian bridge landing that draws users from the bridge into Town Center. The promenade also envisions an integrated stormwater feature, wide sidewalks and seating areas in addition to a portion of Segment 1 of the proposed cycle track (see Project IN.11).

The Promenade is assumed to be constructed, in whole or in part, by private development. The City may pursue funding for this project in advance of adjacent development as part of the bike/pedestrian bridge landing or following the bridge project to ensure the cycle track and emerald chain connections are constructed in a timely fashion.

Underground Utility Relocation

IN.14a, b and c Water, Sewer and Stormwater System Upgrades

As new development occurs, additional infrastructure facilities will be required. As new roads are constructed, water, sewer, and stormwater system upgrades will be constructed as part of the road project to minimize costs. For systems within local roads, those facilities would be paid for and constructed by private development. Depending on the timing of adjacent development, the City or a private developer may construct the improvements. Adjacent development would be responsible for connecting to the system.

Parking Solution(s) – City Built or Developer Incentives

PARKING STRATEGIES

There are many ways to encourage pedestrian-oriented development within Town Center while still providing parking options for those accessing Town Center by car. Parking is a part of Town Center and should be placed in convenient, accessible locations but screened from view by either buildings or landscaping. Pedestrians should not have to walk through parking lots to access adjacent businesses or residences.

The parking analysis completed for the Plan showed that parking usage varies considerably by location, time of day, weekdays and weekends in Town Center. Future development will require parking, likely a combination of surface and structured facilities. As Town Center

develops over time, a variety of parking management techniques and incentives could be implemented to achieve the goals for parking in the Town Center.

Structured parking can be provided by public or private organizations, or a combination of both. Although the current market makes it challenging to construct a fully privately funded garage (given that each parking stall can cost between five and ten times as much as one built on a surface lot), in the future, structured parking might be possible. For development over five acres in size, structured parking, even if phased, should be incorporated into the development plan. Rents and lease rates will likely increase over time, making structured parking, either stand-alone or as part of a larger development, possible. Ideally, structured parking would be developed as part of a larger development project that includes the types of land uses the Wilsonville community desires.

FINANCIAL ANALYSIS

Tiberius Solutions calculated the projected amount of tax increment revenue for the Feasibility Study Area over an approximate 30-year time frame. The financial projections assume 3% growth in assessed value from appreciation of real property accounts and no change in assessed value for existing personal property and utility accounts. The analysis of assessed value growth also included a set of detailed assumptions for future development in the Area. The future development assumptions were developed in coordination with Wilsonville staff, and are detailed in Appendix A.

Tax increment revenues would begin in FYE 2026, assuming the Area is adopted by the Wilsonville City Council before October 1, 2024.¹ If the Area is approved after October 1, 2024, the frozen base value would increase, because a new tax roll would be certified. If the Area is adopted after December 31, 2024, the first year of tax increment would be delayed.

Exhibit 13 summarizes the financial capacity of the Area. Total net tax increment finance (TIF) revenues is the cumulative amount of TIF revenue that would be received by the Area over its duration. Maximum indebtedness (a term defined in Oregon Statutes related to TIF) is the total principal amount of indebtedness that could be incurred by the Area. Maximum indebtedness is stated in nominal (i.e., “year of expenditure”) dollars. The capacity in 2023 dollars shows the maximum indebtedness figure adjusted for inflation and presented in “real” dollars. This is the most useful measure of financial capacity. The capacity in 2023 dollars is also shown in five-year periods to provide a sense of when funding would become available over time.

The URA is forecast to generate \$211.4 million of cumulative net TIF revenue, which could support a maximum indebtedness of \$181.0 million, equivalent to \$101.1 million in capacity for projects, adjusted for inflation and presented in constant 2023 dollars.

Exhibit 13. Financial Capacity Over Time

Net TIF (30 years)	\$211,400,000
Maximum Indebtedness	\$181,000,000
Capacity (2023\$)	\$101,100,000
Years 1-5	\$3,600,000
Years 6-10	\$9,800,000
Years 11-15	\$19,300,000
Years 16-20	\$24,700,000
Years 21-25	\$25,700,000
Years 26-30	\$17,900,000

Source: Tiberius Solutions

Note: Total TIF and Maximum Indebtedness are stated in year-of-expenditure (i.e., “nominal”) dollars. Capacity has been adjusted for inflation and shown in constant 2023 dollars.

¹ An urban renewal area is adopted through a non-emergency ordinance which does not go into effect for thirty days after adoption.

IMPACTS ON TAXING DISTRICTS

Tax increment financing through adopting an urban renewal plan is not a new tax. These tax revenues are generated from the existing property tax rates of other taxing districts that overlap the Area. The Area would impact these affected taxing districts by redirecting a portion of these property tax revenues to the Area. The impact to other taxing districts is measured in terms of “foregone revenue”. Exhibit 15 and Exhibit 16 summarize the amount of foregone revenue that would be caused by the proposed Area.

The foregone revenue for the West Linn-Wilsonville School District and Clackamas Education Service District does not have a direct impact on school funding, as funding is equalized at the State level. Local school districts are funded on a per-pupil basis and that per-pupil amount is not directly impacted by urban renewal.

The amount of foregone revenues is equal to the amount of TIF needed to pay debt service on the maximum indebtedness.

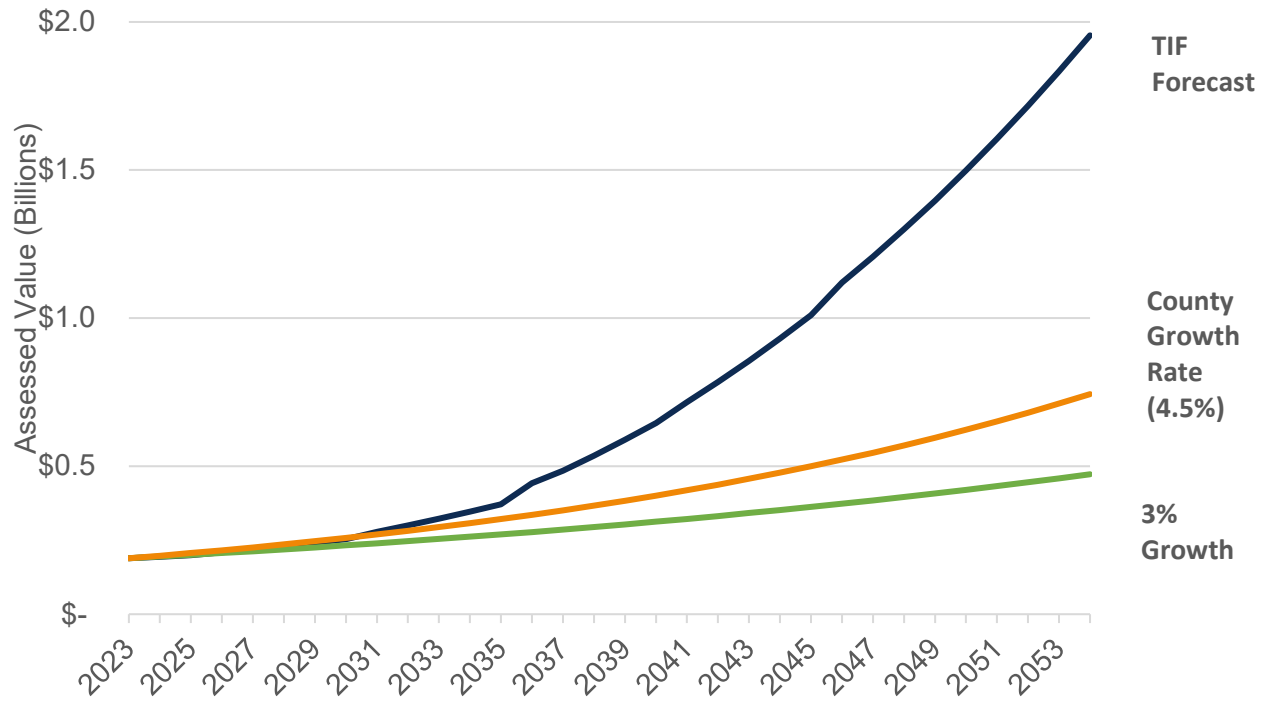
In general, these impacts start off very small, and grow over time as the assessed value of the urban renewal area grows. For example, in Exhibit 15, the City of Wilsonville is estimated to experience a total impact of \$36,390 in FY 2025/26 (the first year in which tax increment would be collected), and an impact of \$3,056,006 in FY 2052/53 (the 29th year TIF would be collected).²

To the extent that urban renewal investment is successful in stimulating new taxable development, not all of the foregone revenues should truly be categorized as impacts to taxing districts. Successful urban renewal areas cause new development to occur, above and beyond the level that would have occurred without urban renewal. In these situations, the property taxes would not have existed but for the urban renewal area’s targeted investments. So, even though these tax revenues show up as TIF, and as foregone revenues, they may not be negative impacts to taxing districts.

Exhibit 14 shows the difference in tax revenues for the Area based on: (1) a 3% assessed value growth rate, the rate allowed by Oregon property tax law, (2) a 4.5% assessed value growth rate, the average growth rate in the county in the last 10 years, and (3) the projected assessed value growth rate in this Feasibility Study. The growth projected as a result of the infrastructure investments from the establishment of an urban renewal area significantly increase the amount of tax revenue that would be generated over the next 30 years in the Area.

² See Exhibit 15, “City of Wilsonville” column

Exhibit 14. Projected Tax Increment Revenues Over Time



Source: Tiberius Solutions

Exhibit 15. Impacts to Taxing Districts, General Government

FYE	City of Wilsonville	Clackamas County City	County Extension & 4H	County Library	County Soil Conservation	TVF&R	Port of Portland	Metro	Vector Control	Subtotal
2026	(36,390)	(34,710)	(722)	(5,737)	(722)	(22,020)	(1,012)	(1,395)	(94)	(102,802)
2027	(61,454)	(58,616)	(1,219)	(9,689)	(1,219)	(37,185)	(1,709)	(2,355)	(158)	(173,605)
2028	(87,391)	(83,355)	(1,734)	(13,778)	(1,734)	(52,880)	(2,430)	(3,349)	(225)	(246,877)
2029	(114,437)	(109,152)	(2,270)	(18,042)	(2,270)	(69,245)	(3,183)	(4,386)	(295)	(323,280)
2030	(142,634)	(136,048)	(2,829)	(22,488)	(2,829)	(86,307)	(3,967)	(5,466)	(368)	(402,937)
2031	(204,188)	(194,759)	(4,050)	(32,192)	(4,050)	(123,553)	(5,679)	(7,825)	(527)	(576,823)
2032	(256,380)	(244,541)	(5,086)	(40,421)	(5,086)	(155,134)	(7,130)	(9,826)	(661)	(724,265)
2033	(310,933)	(296,574)	(6,168)	(49,022)	(6,168)	(188,144)	(8,647)	(11,916)	(802)	(878,374)
2034	(368,136)	(351,135)	(7,303)	(58,041)	(7,303)	(222,757)	(10,238)	(14,109)	(949)	(1,039,970)
2035	(428,098)	(408,329)	(8,492)	(67,494)	(8,492)	(259,040)	(11,906)	(16,407)	(1,104)	(1,209,362)
2036	(600,721)	(572,980)	(11,916)	(94,710)	(11,916)	(363,493)	(16,707)	(23,022)	(1,549)	(1,697,014)
2037	(704,106)	(671,591)	(13,967)	(111,010)	(13,967)	(426,050)	(19,582)	(26,984)	(1,816)	(1,989,074)
2038	(828,117)	(789,875)	(16,427)	(130,562)	(16,427)	(501,089)	(23,031)	(31,737)	(2,136)	(2,339,400)
2039	(958,792)	(914,515)	(19,019)	(151,164)	(19,019)	(580,159)	(26,665)	(36,745)	(2,472)	(2,708,550)
2040	(1,096,169)	(1,045,548)	(21,744)	(172,823)	(21,744)	(663,285)	(30,485)	(42,010)	(2,827)	(3,096,635)
2041	(1,264,075)	(1,205,701)	(25,075)	(199,295)	(25,075)	(764,884)	(35,155)	(48,445)	(3,260)	(3,570,964)
2042	(1,430,294)	(1,364,244)	(28,372)	(225,501)	(28,372)	(865,462)	(39,778)	(54,815)	(3,688)	(4,040,526)
2043	(1,604,795)	(1,530,686)	(31,834)	(253,013)	(31,834)	(971,052)	(44,631)	(61,502)	(4,138)	(4,533,484)
2044	(1,788,086)	(1,705,513)	(35,469)	(281,911)	(35,469)	(1,081,960)	(49,728)	(68,527)	(4,611)	(5,051,275)
2045	(1,980,538)	(1,889,078)	(39,287)	(312,253)	(39,287)	(1,198,412)	(55,080)	(75,903)	(5,107)	(5,594,945)
2046	(2,245,560)	(2,141,861)	(44,544)	(354,037)	(44,544)	(1,358,775)	(62,451)	(86,059)	(5,791)	(6,343,622)
2047	(2,460,339)	(2,346,721)	(48,805)	(387,899)	(48,805)	(1,488,736)	(68,424)	(94,291)	(6,345)	(6,950,364)
2048	(2,684,617)	(2,560,643)	(53,254)	(423,259)	(53,254)	(1,624,446)	(74,661)	(102,886)	(6,923)	(7,583,942)
2049	(2,919,745)	(2,784,913)	(57,918)	(460,330)	(57,918)	(1,766,720)	(81,201)	(111,897)	(7,529)	(8,248,170)
2050	(3,166,173)	(3,019,961)	(62,806)	(499,182)	(62,806)	(1,915,832)	(88,054)	(121,341)	(8,165)	(8,944,319)
2051	(3,424,366)	(3,266,231)	(67,928)	(539,889)	(67,928)	(2,072,063)	(95,234)	(131,236)	(8,831)	(9,673,705)
2052	(3,483,131)	(3,322,281)	(69,093)	(549,153)	(69,093)	(2,107,622)	(96,869)	(133,488)	(8,982)	(9,839,713)
2053	(3,553,631)	(3,389,526)	(70,492)	(560,269)	(70,492)	(2,150,281)	(98,829)	(136,190)	(9,164)	(10,038,874)
2054	(3,056,005)	(2,914,880)	(60,621)	(481,812)	(60,621)	(1,849,170)	(84,990)	(117,119)	(7,881)	(8,633,099)
TOTAL:	(41,259,301)	(39,353,967)	(818,440)	(6,504,976)	(818,444)	(24,965,756)	(1,147,456)	(1,581,231)	(106,398)	(116,555,970)

Source: Tiberius Solutions

Exhibit 16. Impacts to Taxing Districts, Education

FYE	Clackamas Community College	Clackamas ESD	West Linn-Wilsonville School District	Subtotal	Total
2026	(8,059)	(5,323)	(70,286)	(83,668)	(186,470)
2027	(13,609)	(8,989)	(118,695)	(141,293)	(314,899)
2028	(19,353)	(12,783)	(168,791)	(200,928)	(447,804)
2029	(25,343)	(16,739)	(221,029)	(263,111)	(586,391)
2030	(31,587)	(20,864)	(275,491)	(327,942)	(730,879)
2031	(45,218)	(29,868)	(394,378)	(469,464)	(1,046,287)
2032	(56,777)	(37,502)	(495,185)	(589,463)	(1,313,728)
2033	(68,858)	(45,482)	(600,550)	(714,889)	(1,593,263)
2034	(81,526)	(53,849)	(711,034)	(846,408)	(1,886,378)
2035	(94,805)	(62,620)	(826,848)	(984,273)	(2,193,635)
2036	(133,033)	(87,870)	(1,160,260)	(1,381,163)	(3,078,177)
2037	(155,928)	(102,993)	(1,359,942)	(1,618,863)	(3,607,937)
2038	(183,391)	(121,133)	(1,599,463)	(1,903,987)	(4,243,387)
2039	(212,329)	(140,247)	(1,851,853)	(2,204,430)	(4,912,980)
2040	(242,752)	(160,342)	(2,117,190)	(2,520,284)	(5,616,919)
2041	(279,936)	(184,902)	(2,441,491)	(2,906,330)	(6,477,294)
2042	(316,746)	(209,216)	(2,762,534)	(3,288,495)	(7,329,022)
2043	(355,390)	(234,741)	(3,099,572)	(3,689,703)	(8,223,188)
2044	(395,981)	(261,552)	(3,453,589)	(4,111,122)	(9,162,397)
2045	(438,600)	(289,703)	(3,825,300)	(4,553,603)	(10,148,548)
2046	(497,291)	(328,469)	(4,337,175)	(5,162,935)	(11,506,557)
2047	(544,855)	(359,885)	(4,752,009)	(5,656,749)	(12,607,113)
2048	(594,522)	(392,692)	(5,185,190)	(6,172,404)	(13,756,345)
2049	(646,593)	(427,085)	(5,639,327)	(6,713,005)	(14,961,175)
2050	(701,165)	(463,131)	(6,115,288)	(7,279,585)	(16,223,904)
2051	(758,344)	(500,898)	(6,613,974)	(7,873,216)	(17,546,921)
2052	(771,357)	(509,494)	(6,727,475)	(8,008,326)	(17,848,039)
2053	(786,970)	(519,806)	(6,863,643)	(8,170,419)	(18,209,294)
2054	(676,768)	(447,016)	(5,902,505)	(7,026,290)	(15,659,389)
TOTAL:	(9,137,086)	(6,035,194)	(79,690,067)	(94,862,348)	(211,418,320)

Source: Tiberius Solutions

POLITICAL FEASIBILITY & OTHER CONSIDERATIONS

Residents

The Town Center Plan was vetted thoroughly with the residents of Wilsonville. There has been tremendous support throughout the planning and adoption process. An excerpt from the Planning Commission findings for the adoption of the Town Center Plan identifying public input is shown below:

The Town Center Plan, which established the land use, transportation, park and open space, and infrastructure frameworks, began in Fall 2016. The community engagement was divided into three phases. The first phase of the project established the community's vision and goals for the future of Town Center and identified existing issues and priority improvements. During the second phase of the project, community members and stakeholders defined how they want the "building blocks" of Town Center to look and function in the future. These building blocks include land use, open spaces and parks, and the multimodal transportation network. Based on community and stakeholder ideas and feedback, the project team drafted and then refined the building blocks. This process resulted in a Draft Community Design Concept that was supported by the community and will be implemented through the Town Center Plan. Public input continued through the end of the project.

Multiple work sessions were held with the Planning Commission and City Council, including three joint Planning Commission and City Council meetings. Public comment opportunities were available at every meeting. The Planning Commission had extensive and productive informal discussions with the participating public, technical partners and the project taskforce. Community design workshops, open houses, and surveys were held throughout the project. Other citizen involvement included individual and small group stakeholder meetings, a public kickoff event, two community design workshops, a citywide barbeque, an interactive pop-up event, neighborhood "idea centers", neighborhood pop-ups, targeted engagement activities, and an ongoing map-based and visual preference online surveys.

In addition to the major engagement activities listed above, the City went to a variety of established community events, referred to as Community Out-and-Abouts, and neighborhood meetings, which provided community members with convenient opportunities to participate in the Town Center Plan. The input received at these events is incorporated in the Question of the Month results and Community Design Survey feedback summary (see Attachment C of the staff report). Community members were provided with ongoing project updates and opportunities for input.

The adoption of an urban renewal plan is one of the significant implementation tools for the Town Center Plan. We anticipate residents' support of the financing tool that will provide the transformation of downtown Wilsonville.

Taxing Districts

As noted previously, the impact of urban renewal is on the overlapping taxing districts. The City has taken recent actions to reduce that impact on the taxing districts. The City closed down the Year 2000 Urban Renewal Plan prior to FY 2023/24 and intends to close down the West Side Urban Renewal Plan prior to FY 2024/25. Combined, these plans were previously collecting \$9 million of TIF revenue each year. Thus, the termination of these plans results in a \$9 million per year increase in tax revenue to the overlapping taxing districts. The projected impacts on the taxing districts from the proposed Town Center Plan are shown in Exhibit 15 and Exhibit 16. The annual impact of the proposed Town Center Plan is not forecast to equal or exceed \$9 million (the amount of tax revenue previously foregone from the two closing URAs) until FY 2043/44.³

Tualatin Valley Fire and Rescue (TVF&R) was a member of the Task Force and made the following recommendations for consideration in the future review of the urban renewal area.

- A time certain end date of the urban renewal area
- Performance metrics and expectations
- Encourages the city to pursue grants or other funding opportunities that may be pursued in order to minimize the public sector financial burden of the proposed projects.

Year 2000 Plan Assessed Value Background

When the Year 2000 Urban Renewal Area was established in 1992, it had an assessed value (frozen tax base) of \$44 million. The City voluntarily established a \$4 million dollar limit of the tax increment revenues in FY 2018/19. Prior to this, the City had been returning tax revenue to overlapping taxing districts by removing property from the Year 2000 Urban Renewal Area. When the Plan terminated taking division of tax revenues in FY 2023/24, it had an incremental assessed value (assessed value above the frozen base) of \$517,924,458. The termination of the Year 2000 Urban Renewal Area permanently added the approximate \$518 million in assessed value back to the tax rolls on which taxes are distributed to all overlapping taxing districts. Appendix D provides a summary of the overall impact of the Year 2000 Plan.

West Side Plan Assessed Value Background

The West Side Plan was created in 2003. The City voluntarily established a \$5 million dollar limit of the tax increment revenues⁴ in FY 2018/19. The City intends to terminate taking division of tax revenues for the West Side Urban Renewal Plan after FY 2023/24. Overlapping

³ This is projected using the incremental assessed values of the Y2000 and West Side Plans after the voluntary underlevy and comparing the total assessed value to the projections for the proposed Town Center Plan.

⁴ Taking division of taxes is the distribution of tax increment revenue from the increased assessed value in an urban renewal area to the urban renewal agency instead of to the overlapping taxing districts.

taxing districts will receive those increased tax revenues in FY 2024/25. The City projects an additional \$1,136,640,917 of assessed value to be placed back on the tax rolls as a result of the closure of the West Side Urban Renewal Area.

Exhibit 17. Summary of Impacts on Closing and New Urban Renewal Plans

	Year 2000	West Side	Town Center (Projected)
Amount of Assessed Value returned to be Tax rolls	\$561,924,458 (FY 2023/24)	\$1,136,640,917 (FY 2023/24)	
Original Frozen Base	\$44,000,000	\$16,500,000	\$194,239,498
Incremental Value in FY 2023/24	Not applicable	\$1,136,640,917	Not applicable
Termination	End of FY 2022/23 (terminated)	End of FY 2023/24 (projected)	(projected in 2053/54)
Projected future assessed Value			\$1,954,732,089

Source: Data from Clackamas County Assessor's SAL reports, FY 2023/24 and FY 2022/23

NEXT STEPS

The Town Center Urban Renewal Feasibility Study will be presented to the Wilsonville City Council. If they direct staff to pursue the development of an urban renewal plan, the following steps must be completed:

1. City Council to decide whether to place the question of forming an urban renewal area to help fund infrastructure improvements for the Wilsonville Town Center on the ballot.
2. City Council to adopt a ballot title for the formation of an urban renewal area for the Wilsonville Town Center.
3. Determine whether to hire a consultant to assist in the urban renewal plan preparation and adoption process.
4. Prepare an Urban Renewal Plan (Plan) pursuant to ORS 457.085 including goals and objectives and projects to pursue.
5. Complete the Report that Accompanies the Plan (Report). The Report must comply with ORS 457.087, both identifying existing conditions and establishing financial feasibility. There is generally a large amount of city staff input in this document, as existing conditions must be identified and projects must be defined.
6. Consider the voters' input on a ballot measure.
7. If the vote is positive and City Council so directs, present the draft Plan and Report to the Urban Renewal Task Force for their input and review.
8. Present the draft Plan and Report to the Agency.
9. Complete a legal description of the urban renewal area that is typically done outside of the urban renewal plan consultant's contract. This legal description must be complete by the final action in front of City Council.
10. Agency, if desired, to pass a motion to start the public review process.
11. Transmit the Plan and Report to all impacted taxing districts.
12. Present the Plan and Report to the Wilsonville Planning Commission for their finding of conformance of the Wilsonville Urban Renewal Plan with the Wilsonville Comprehensive Plan.
13. Present the Plan and Report to the Clackamas County Commission. No action on their behalf is required.
14. Conduct a public hearing in front of Wilsonville City Council, advertised to a specific group as identified in 457.120. Review a non-emergency ordinance.
15. Publish notice if the ordinance for the Plan is adopted.

The process of formally adopting an urban renewal plan typically takes three to four months once the Plan is prepared.

TASK FORCE OVERVIEW

The Wilsonville Urban Renewal Task Force (Task Force) is comprised of a broad group of stakeholders and provides recommendations to the Wilsonville City Council on the use of urban renewal, also called tax increment financing (TIF). The Task Force was originally convened in September 2013 and has convened as needed over the past decade to review decisions and provide advice regarding existing urban renewal areas and potential new urban renewal areas. The Task Force has provided input on numerous topics, including but not limited to: amendments to the existing Year 2000 and West Side plans, the preparation and adoption of the Coffee Creek Plan, the expiration of the “TIF Zones” program, and the establishment of the reengineered Wilsonville Investment Now (WIN) program.

Meeting 1

Wilsonville staff and the consultant team provided the basic context for the Town Center Urban Renewal Feasibility Study. The review covered urban renewal basics, the Town Center Plan, the Town Center Infrastructure Funding Plan, and the Urban Renewal Strategic Plan. The purpose of the Feasibility Study was described, including the components of establishing a boundary, providing financial analysis of that boundary, establishing blight, and reviewing potential projects.

Main Question:

There was a question about the I-5 bike pedestrian bridge and how it would entice developers to invest in the Area.

Responses:

- The project is about connecting and completing the bike-pedestrian infrastructure loop in the City. The bridge connects the Transit Center, west-side businesses, and residents with Town Center and provides the possibility for cyclists and pedestrians to access Town Center from the west side without having to use the Wilsonville Road access.
- Developers would want to know there was a safe connection between the Transit Center and Town Center for future employees.
- Transit Oriented development will soon be constructed at the Transit Center which includes over 100 apartments. A bridge crossing will enable greater connectivity between those residents and Town Center.
- The bridge crossing will bolster market feasibility for development as it connects customers to Town Center who would be otherwise cut off.

Other questions related to establishing the boundary. A suggested boundary was approved, which incorporated the boundary in the Town Center Plan plus properties on the west side of I-5 for the pedestrian/bike bridge landing and south of Wilsonville Road to incorporate all of Wilsonville Road for the future intersection improvements.

Meeting 2

The consultant team presented the preliminary financial analysis of the boundary chosen in meeting one. The analysis covered two time frames (25 and 30 years) and low, medium, and high growth scenarios to provide bookends for reviewing financial feasibility. The capacity of the potential amount of funds for projects ranged from \$18,450,000 to \$79,050,000, depending on the time frame and the projected assessed value growth in the Area.

Main Questions:

With the real estate market in its present condition, what is it that will attract developers?

Responses:

- This area has a lot of things going for it, including proximity to I-5 and the fact that much of the Area is planned for multifamily construction, which is in demand. Office construction is slower right now. There is retail space already in the area.
- This area is ready to be redeveloped and the product type needs to be improved from big box/ neighborhood shopping center feel to an area that is more of the heart of the town. To do that, we need to increase the density, remove excess parking, discourage big box, and focus on redevelopment. Would like something in line with what Lake Oswego and Bridgeport did, with a healthier mix. Having the freeway helps, but when you draw demographic circles to assess development feasibility, the highway is a barrier to customers, so a connection like the proposed bridge is needed. To attract new development in line with the Town Center Plan, the City's involvement is needed. It will not happen on its own. The traffic pattern needs to be more Main Street instead of circular, tying things in a more connected way, connected parks, and more pedestrian and bike friendly. The City needs to partner with some development to make it happen. Without the urban renewal area, this won't happen, you will just have a nice plan. The freeway is helpful, but it also divides the town into two parts. The parts need to be connected.
- It is hard to get retail without the demographics to support it. Make it a place of energy where people want to live.
- The Town Center Plan is a community development exercise and also an economic development exercise. The tax revenue potential under the Town Center Plan is so much greater than what now exists.

Main Comments:

Structured parking: This may need to be moved up in the priority list, and may need to happen when Fry's develops because if you want to eliminate all of that parking, you will need structured parking. These costs, plus the utility systems relocation costs, may kill redevelopment of this site in the way that is envisioned in the Town Center Plan.

I-5 Pedestrian Bridge: The TVF&R point of view would be that the I-5 pedestrian bridge should not be the number one project. Streets, infrastructure, parking structure would be more important. TIF funds should be spent where they spur development that would not otherwise

occur. Have you considered asking the voters to approve a bond for the pedestrian bridge project?

- The I-5 pedestrian bridge will impact the traffic studies of businesses that want to develop. The bridge will be important for the feasibility.
- The bridge is critical to the implementation of the Town Center Plan in getting private investment by getting people between Villebois and the Transit Center into Town Center.
- If the feel is to have a lively walk and play area, but we don't have the ability to get people there, how do we sell this vision? What are the methods to bring people to the Town Center? Nobody wants to walk through large parking lots. At some point we need to make the switch to make the area walkable.
- We have a need for our employees to get from the transit center to their buildings, including businesses like Mentor Graphics (now Siemens EDA). It makes sense for the employers. Many multifamily residents want the option to not have a car and use transit instead. The I-5 ped/bike bridge makes that possible.

Meeting 3

The consultant team presented an updated financial analysis that included significant input from City staff on the development potential in the Area. The consultant team also presented the preliminary blight findings for the Area with the conclusion that the Area meets the statutory definition of blight.

Meeting 4

Staff presented the proposed project list and the sources and uses of potential funding mechanisms including tax increment financing, system development charges, and developer contributions. The proposed projects are identified earlier in this Feasibility Study.

Comment:

TVF& R requested the following to be incorporated into any future Town Center Urban Renewal Plan:

- A time certain end date of the urban renewal area
- Performance metrics and expectations
- Encourages the city to pursue grants or other funding opportunities that may be pursued in order to minimize the public sector financial burden of the proposed projects.

Response:

The City values the partnership with TVF&R and will consider their requests.

Meeting 5

Staff presented the draft ballot measure Caption, Question and Summary.

Caption: There was a consensus recommendation to use the terminology “urban renewal” instead of “tax increment financing”. Urban renewal has been very successful in Wilsonville and the electorate is familiar with this term. The word “tax” makes people think it is a new tax and, therefore, can be confusing.

Summary: It was recommended that paragraph 2 of the summary be rewritten in clearer language. Elaine offered to provide alternate language for consideration. Recommended that the statement that the development in the Town Center would not happen but for the ability to fund projects with urban renewal. It was also recommended to move the project list to earlier in the summary and to make sure to state that the projects are not limited to this list.

Explanatory Statement: The Task Force did not have a lot of time to review the Explanatory Statement. They provided the following input:

- Make sure that the language about private development was clear that the city would not be subsidizing developers.
- The \$190 million in funding was available over a period of time, not at the beginning of the urban renewal area.
- The information talks about the life of the district - be more clear about what that is.

Staff presented the Communication Plan for the ballot measure. They provided the following input:

- Will the information on social media be interactive: will someone be responding to posts?
- Make sure everything you say has been cleared by the Secretary of State.
- The timeline for Secretary of State review is fairly lengthy, so make sure to give yourselves enough time.

Consultant team presented the Feasibility Study. There were no questions nor comments. The Task Force voted a consensus vote in favor of the body of work found in the Feasibility Study and attachments and to send it on to the City Council with one abstention (TVF&R) and the remainder affirmative votes.

Appendix A. Tiberius Solutions Financial Feasibility Memorandum

Appendix B. How Tax Increment Financing Works, Tiberius Solutions

Appendix C. Comprehensive Plan Findings for Adoption of the Town Center Plan

Appendix D. Year 2000 Urban Renewal Fact Sheet



Appendix B: Tiberius Solutions Financial Feasibility Memorandum

DATE: November 3, 2023
TO: Elaine Howard, Elaine Howard Consulting
FROM: Nick Popenuk and Ali Danko
SUBJECT: FEASIBILITY STUDY RESULTS: WILSONVILLE TOWN CENTER AREA

For the City of Wilsonville (City), Tiberius Solutions, in collaboration with Elaine Howard Consulting, conducted a feasibility study for the Wilsonville Town Center Area (Area). One element of the feasibility study is estimating the financial capacity of the potential new Area. This memorandum summarizes the results of the financial analysis.

This memorandum is organized according to the steps in the technical analysis:

- Determining the applicable consolidated tax rate
- Forecasting future growth in assessed value
- Calculating tax increment financing revenues
- Estimating financial capacity

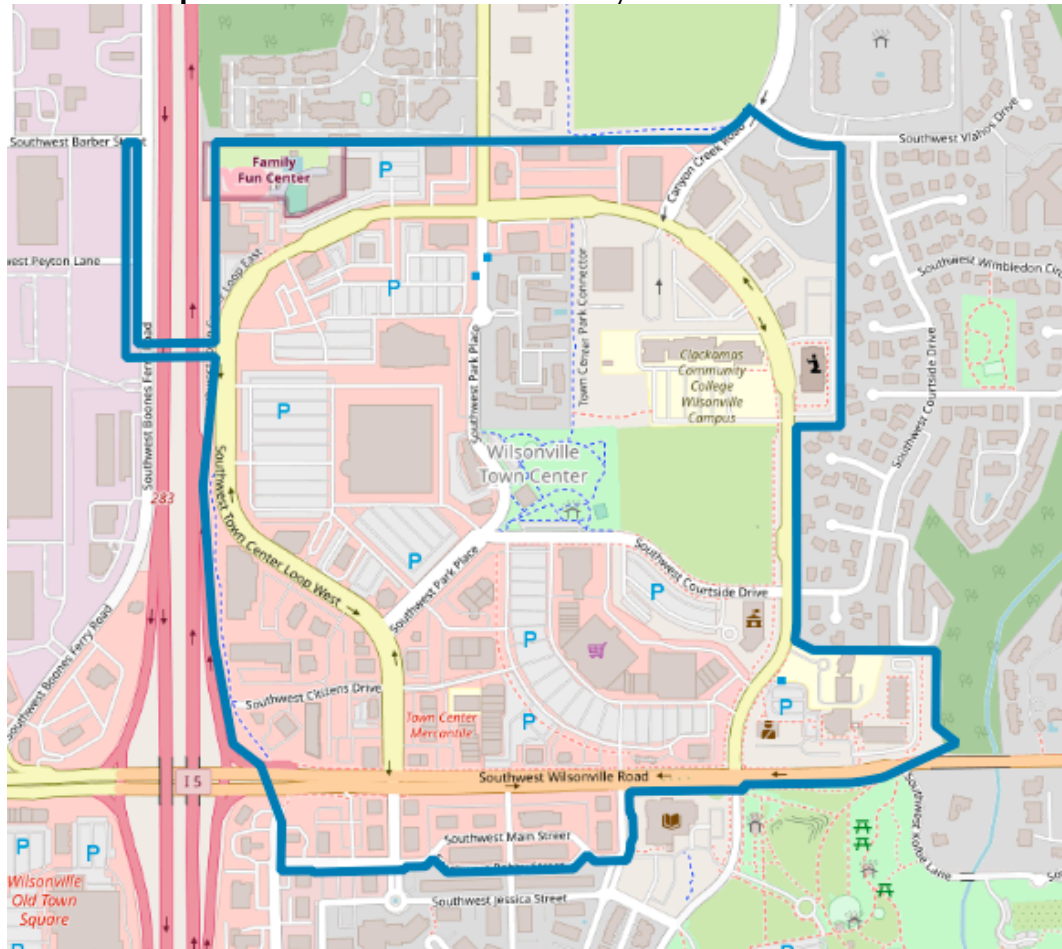
This technical analysis relies on assumptions about future economic and financial conditions. These assumptions were developed in collaboration with City staff and members of the Wilsonville Urban Renewal Task Force.

This memorandum includes two attachments:

- Attachment A: Detailed Assumptions for New Construction
- Attachment B: How Tax Increment Financing Works

Exhibit 1 shows the proposed Area boundary that was analyzed in this feasibility study.

Exhibit 1. Proposed Town Center Area Boundary



Source: Tiberius Solutions with boundary provided by the City of Wilsonville

Consolidated Tax Rate

All new urban renewal plans are “permanent rate” plans, as defined by Oregon Revised Statutes (ORS) 457.010. The consolidated tax rate is equal to the sum of all permanent tax levy rates. Local option levies and general obligation bond levies are not impacted by new urban renewal plans. The Area would be located in four tax code areas (TCAs) of Clackamas County, TCA 003-027, TCA 003-023, TCA 003-042, and TCA 03-053. Exhibit 2 shows the consolidated tax rate for these TCAs in fiscal year ending (FYE) 2023. All TCAs overlap the same taxing districts and have the same consolidated tax rate.

Exhibit 2. Consolidated Tax Rate

Taxing District	Tax Code Area
	003-027, 003-023, 003-042, 003-053
General Government	
City of Wilsonville	\$ 2.5206
Clackamas County City	\$ 2.4042
County Extension & 4H	\$ 0.0500
County Library	\$ 0.3974
County Soil Conservation	\$ 0.0500
TVF&R	\$ 1.5252
Port of Portland	\$ 0.0701
Road District 15 Wilsonville	\$ -
Metro	\$ 0.0966
Vector Control	\$ 0.0065
<i>Subtotal</i>	<i>\$ 7.1206</i>
Education	
Clackamas Community College	\$ 0.5582
Clackamas ESD	\$ 0.3687
West Linn-Wilsonville School District	\$ 4.8684
<i>Subtotal</i>	<i>\$ 5.7953</i>
Total	\$ 12.9159

Source: Clackamas County Assessor, SAL Table 4a and Rate Book, FYE 2023

Assessed Value Growth

The forecast of assessed value within the Area includes increases from appreciation of existing real property value (limited by the Oregon Constitution to a maximum of 3% annually)¹, and from new construction (not subject to the 3% limit). City staff and members of the Wilsonville Urban Renewal Task Force provided input on key assumptions for the type, value, timing and amount of development expected to occur in the Area. Based on these assumptions, we forecast future increases in assessed value from new construction, as shown in Exhibit 3. New development in the area through FYE 2054 is forecast to total \$602 million in constant 2023 dollars, or \$1.1 billion in nominal dollars. The underlying assumptions are detailed in Attachment A. The amount and timing of new construction forecast to occur in the Area is predicated on the assumption that the City will actively be funding infrastructure and economic development projects in the Area through urban renewal. Without these public investments, it is expected that new construction activity would be significantly lower than forecast.

¹ This forecast conservatively assumes existing personal property and utility accounts experience a 0% growth rate.

Exhibit 3. Assessed Value from New Construction

FYE	Assessed Value	
	2023 \$	Nominal \$
2023	\$ -	\$ -
2024	\$ -	\$ -
2025	\$ -	\$ -
2026	\$ 3,911,174	\$ 4,273,846
2027	\$ 3,911,174	\$ 4,402,061
2028	\$ 3,911,174	\$ 4,534,123
2029	\$ 3,911,174	\$ 4,670,146
2030	\$ 3,911,174	\$ 4,810,251
2031	\$ 14,513,038	\$ 18,384,682
2032	\$ 10,347,127	\$ 13,500,654
2033	\$ 10,347,127	\$ 13,905,674
2034	\$ 10,347,127	\$ 14,322,844
2035	\$ 10,347,127	\$ 14,752,529
2036	\$ 41,567,275	\$ 61,042,945
2037	\$ 19,351,941	\$ 29,271,547
2038	\$ 23,791,597	\$ 37,066,533
2039	\$ 23,791,597	\$ 38,178,529
2040	\$ 23,791,597	\$ 39,323,885
2041	\$ 29,566,496	\$ 50,334,980
2042	\$ 27,009,574	\$ 47,361,451
2043	\$ 27,009,574	\$ 48,782,294
2044	\$ 27,009,574	\$ 50,245,763
2045	\$ 27,009,574	\$ 51,753,136
2046	\$ 40,345,596	\$ 79,625,524
2047	\$ 27,009,574	\$ 54,904,902
2048	\$ 27,009,574	\$ 56,552,049
2049	\$ 27,009,574	\$ 58,248,610
2050	\$ 27,009,574	\$ 59,996,069
2051	\$ 27,009,574	\$ 61,795,951
2052	\$ 27,009,574	\$ 63,649,829
2053	\$ 27,009,574	\$ 65,559,324
2054	\$ 27,009,574	\$ 67,526,104
Total	\$ 601,778,398	\$ 1,118,776,235

Source: Tiberius Solutions with input from City of Wilsonville and the Wilsonville Urban Renewal Task Force

Exhibit 4 combines the forecast growth in assessed value from new construction with anticipated growth from appreciation to show the total forecast growth in assessed value in the Area. Total assessed value in the area is expected to grow from \$194 million in FYE 2024 when the frozen base is established to \$1.95 billion in FYE 2054 when the Area closes down. This represents a 1,000% increase in assessed value over the 30-year period.

Exhibit 4. Assessed Value Growth

FYE	Assessed Value			
	Prior Year	Plus: Increase from Appreciation	Plus: Increase from New Construction	Total
2023	\$ -		\$ -	\$ 189,015,329
2024	\$ 189,015,329	\$ 5,224,168	\$ -	\$ 194,239,497
2025	\$ 194,239,497	\$ 5,380,893	\$ -	\$ 199,620,391
2026	\$ 199,620,391	\$ 5,542,320	\$ 4,273,846	\$ 209,436,557
2027	\$ 209,436,557	\$ 5,836,805	\$ 4,402,061	\$ 219,675,423
2028	\$ 219,675,423	\$ 6,143,971	\$ 4,534,123	\$ 230,353,517
2029	\$ 230,353,517	\$ 6,464,314	\$ 4,670,146	\$ 241,487,977
2030	\$ 241,487,977	\$ 6,798,348	\$ 4,810,251	\$ 253,096,576
2031	\$ 253,096,576	\$ 7,146,606	\$ 18,384,682	\$ 278,627,864
2032	\$ 278,627,864	\$ 7,912,544	\$ 13,500,654	\$ 300,041,062
2033	\$ 300,041,062	\$ 8,554,940	\$ 13,905,674	\$ 322,501,677
2034	\$ 322,501,677	\$ 9,228,759	\$ 14,322,844	\$ 346,053,279
2035	\$ 346,053,279	\$ 9,935,307	\$ 14,752,529	\$ 370,741,115
2036	\$ 370,741,115	\$ 10,675,942	\$ 61,042,945	\$ 442,460,002
2037	\$ 442,460,002	\$ 12,827,509	\$ 29,271,547	\$ 484,559,058
2038	\$ 484,559,058	\$ 14,090,480	\$ 37,066,533	\$ 535,716,071
2039	\$ 535,716,071	\$ 15,625,191	\$ 38,178,529	\$ 589,519,791
2040	\$ 589,519,791	\$ 17,239,302	\$ 39,323,885	\$ 646,082,978
2041	\$ 646,082,978	\$ 18,936,198	\$ 50,334,980	\$ 715,354,156
2042	\$ 715,354,156	\$ 21,014,333	\$ 47,361,451	\$ 783,729,940
2043	\$ 783,729,940	\$ 23,065,607	\$ 48,782,294	\$ 855,577,840
2044	\$ 855,577,840	\$ 25,221,044	\$ 50,245,763	\$ 931,044,647
2045	\$ 931,044,647	\$ 27,485,048	\$ 51,753,136	\$ 1,010,282,831
2046	\$ 1,010,282,831	\$ 29,862,193	\$ 79,625,524	\$ 1,119,770,548
2047	\$ 1,119,770,548	\$ 33,146,825	\$ 54,904,902	\$ 1,207,822,275
2048	\$ 1,207,822,275	\$ 35,788,377	\$ 56,552,049	\$ 1,300,162,701
2049	\$ 1,300,162,701	\$ 38,558,590	\$ 58,248,610	\$ 1,396,969,901
2050	\$ 1,396,969,901	\$ 41,462,805	\$ 59,996,069	\$ 1,498,428,775
2051	\$ 1,498,428,775	\$ 44,506,572	\$ 61,795,951	\$ 1,604,731,298
2052	\$ 1,604,731,298	\$ 47,695,647	\$ 63,649,829	\$ 1,716,076,774
2053	\$ 1,716,076,774	\$ 51,036,012	\$ 65,559,324	\$ 1,832,672,110
2054	\$ 1,832,672,110	\$ 54,533,872	\$ 67,526,104	\$ 1,954,732,086

Source: Tiberius Solutions

Note: Dollar values in this summary exhibit differs from values reported in Exhibit 5 due to rounding

Tax Increment Financing Revenue

Exhibit 5 and Exhibit 6 show the forecast of tax increment financing (TIF) revenues for the Area. The analysis assumes the effective date of the proposed Area would be between January 1, 2024 and October 1, 2024. Therefore, the frozen base would be calculated using the FYE 2024 tax roll, and the first year that the Area would collect TIF would be FYE 2026.

The frozen base of the proposed Area is estimated to be \$194 million. ORS 457.190 establishes upper limits on the maximum indebtedness of a Area based upon its frozen base value. Thus, based upon the estimated frozen base of the proposed Area, it cannot exceed a maximum indebtedness of \$181 million. Exhibit 5 shows projected annual TIF revenue through FYE 2054, which we estimate to be the final year the Area would need to collect TIF revenues to repay the \$181 million maximum indebtedness. Total TIF

over this 29-year period is estimated to be \$211.4 million. The forecast anticipates the Area would not collect the full amount of TIF revenue in its final year, as it is not needed to reach its maximum indebtedness. Total TIF revenue is forecast to exceed the amount of maximum indebtedness, due to the estimated cost of interest on debt incurred by the Area.

ORS 457.470 requires urban renewal areas to “share” a portion of the increment value with overlapping taxing districts once annual TIF revenues exceed certain thresholds. For the proposed Area, revenue sharing would first occur when annual TIF revenue exceeds ten percent of the maximum indebtedness of the plan (\$18.1 million per year). At this threshold, the Area receives TIF equal to ten percent of the maximum indebtedness plus 25 percent of the remaining tax revenue generated by the increment value of the Area. We forecast the Area would reach the threshold required to initiate revenue sharing in FYE 2051, and revenue sharing would begin the following year, in FYE 2052.

Exhibit 5. TIF Revenue Forecast

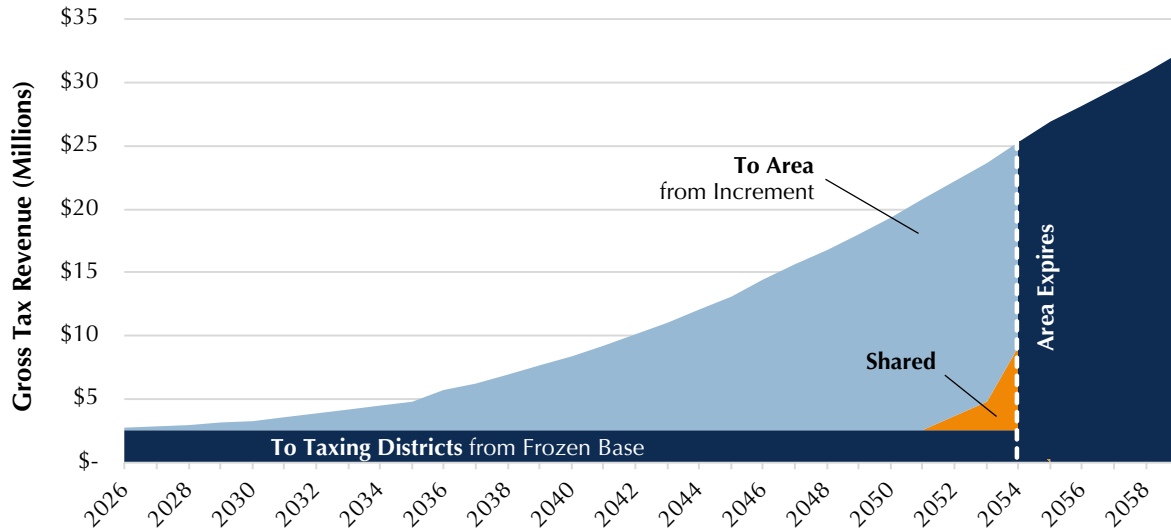
FYE	Assessed Value				Tax Rate	TIF Revenue		
	Total	Frozen Base	Increment (Used)	Increment (Not Used)		Gross	Adjustments	Net
2023	\$ 189,015,329	\$ -	\$ -	\$ -	\$ 12.9159	\$ -	\$ -	\$ -
2024	\$ 194,239,498	\$ 194,239,498	\$ -	\$ -	\$ 12.9159	\$ -	\$ -	\$ -
2025	\$ 199,620,391	\$ 194,239,498	\$ -	\$ 5,380,893	\$ 12.9159	\$ -	\$ -	\$ -
2026	\$ 209,436,557	\$ 194,239,498	\$ 15,197,059	\$ -	\$ 12.9159	\$ 196,284	\$ (9,814)	\$ 186,470
2027	\$ 219,675,423	\$ 194,239,498	\$ 25,435,925	\$ -	\$ 12.9159	\$ 328,528	\$ (13,629)	\$ 314,899
2028	\$ 230,353,518	\$ 194,239,498	\$ 36,114,020	\$ -	\$ 12.9159	\$ 466,445	\$ (18,641)	\$ 447,804
2029	\$ 241,487,978	\$ 194,239,498	\$ 47,248,480	\$ -	\$ 12.9159	\$ 610,257	\$ (23,866)	\$ 586,391
2030	\$ 253,096,577	\$ 194,239,498	\$ 58,857,079	\$ -	\$ 12.9159	\$ 760,192	\$ (29,313)	\$ 730,879
2031	\$ 278,627,865	\$ 194,239,498	\$ 84,388,367	\$ -	\$ 12.9159	\$ 1,089,952	\$ (43,665)	\$ 1,046,287
2032	\$ 300,041,063	\$ 194,239,498	\$ 105,801,565	\$ -	\$ 12.9159	\$ 1,366,522	\$ (52,794)	\$ 1,313,728
2033	\$ 322,501,678	\$ 194,239,498	\$ 128,262,180	\$ -	\$ 12.9159	\$ 1,656,621	\$ (63,358)	\$ 1,593,263
2034	\$ 346,053,280	\$ 194,239,498	\$ 151,813,782	\$ -	\$ 12.9159	\$ 1,960,812	\$ (74,434)	\$ 1,886,378
2035	\$ 370,741,116	\$ 194,239,498	\$ 176,501,618	\$ -	\$ 12.9159	\$ 2,279,677	\$ (86,042)	\$ 2,193,635
2036	\$ 442,460,003	\$ 194,239,498	\$ 248,220,505	\$ -	\$ 12.9159	\$ 3,205,991	\$ (127,814)	\$ 3,078,177
2037	\$ 484,559,058	\$ 194,239,498	\$ 290,319,560	\$ -	\$ 12.9159	\$ 3,749,738	\$ (141,802)	\$ 3,607,937
2038	\$ 535,716,071	\$ 194,239,498	\$ 341,476,573	\$ -	\$ 12.9159	\$ 4,410,477	\$ (167,090)	\$ 4,243,387
2039	\$ 589,519,791	\$ 194,239,498	\$ 395,280,293	\$ -	\$ 12.9159	\$ 5,105,401	\$ (192,421)	\$ 4,912,980
2040	\$ 646,082,979	\$ 194,239,498	\$ 451,843,481	\$ -	\$ 12.9159	\$ 5,835,965	\$ (219,046)	\$ 5,616,919
2041	\$ 715,354,157	\$ 194,239,498	\$ 521,114,659	\$ -	\$ 12.9159	\$ 6,730,665	\$ (253,371)	\$ 6,477,294
2042	\$ 783,729,941	\$ 194,239,498	\$ 589,490,443	\$ -	\$ 12.9159	\$ 7,613,800	\$ (284,778)	\$ 7,329,022
2043	\$ 855,577,842	\$ 194,239,498	\$ 661,338,344	\$ -	\$ 12.9159	\$ 8,541,780	\$ (318,592)	\$ 8,223,188
2044	\$ 931,044,649	\$ 194,239,498	\$ 736,805,151	\$ -	\$ 12.9159	\$ 9,516,502	\$ (354,105)	\$ 9,162,397
2045	\$ 1,010,282,833	\$ 194,239,498	\$ 816,043,335	\$ -	\$ 12.9159	\$ 10,539,934	\$ (391,387)	\$ 10,148,548
2046	\$ 1,119,770,551	\$ 194,239,498	\$ 925,531,053	\$ -	\$ 12.9159	\$ 11,954,067	\$ (447,509)	\$ 11,506,557
2047	\$ 1,207,822,278	\$ 194,239,498	\$ 1,013,582,780	\$ -	\$ 12.9159	\$ 13,091,334	\$ (484,221)	\$ 12,607,113
2048	\$ 1,300,162,704	\$ 194,239,498	\$ 1,105,923,206	\$ -	\$ 12.9159	\$ 14,283,994	\$ (527,648)	\$ 13,756,345
2049	\$ 1,396,969,903	\$ 194,239,498	\$ 1,202,730,405	\$ -	\$ 12.9159	\$ 15,534,346	\$ (573,170)	\$ 14,961,175
2050	\$ 1,498,428,778	\$ 194,239,498	\$ 1,304,189,280	\$ -	\$ 12.9159	\$ 16,844,778	\$ (620,874)	\$ 16,223,904
2051	\$ 1,604,731,301	\$ 194,239,498	\$ 1,410,491,803	\$ -	\$ 12.9159	\$ 18,217,771	\$ (670,850)	\$ 17,546,921
2052	\$ 1,716,076,777	\$ 194,239,498	\$ 1,433,438,058	\$ 88,399,221	\$ 12.9159	\$ 18,514,143	\$ (666,104)	\$ 17,848,039
2053	\$ 1,832,672,113	\$ 194,239,498	\$ 1,462,535,753	\$ 175,896,862	\$ 12.9159	\$ 18,889,966	\$ (680,672)	\$ 18,209,294
2054	\$ 1,954,732,089	\$ 194,239,498	\$ 1,254,284,856	\$ 506,207,735	\$ 12.9159	\$ 16,200,218	\$ (540,829)	\$ 15,659,389
Total						\$ 219,496,158	\$ (8,077,841)	\$ 211,418,317

Source: Tiberius Solutions

Notes:

Adjustments include prior year taxes and losses from delinquent taxes, discounts from early payment, compression, and truncation
All increment is not used in FYE 2025, as the Area could not begin collecting TIF until FYE 2026

Exhibit 6. Net TIF Revenue Forecast



Source: Tiberius Solutions

Financial Capacity

Net TIF revenue gives a general idea of the financial capacity of the Area each year but is insufficient to understand the total funding available for projects over the life of the Area. Most urban renewal areas will typically use financing (incurring debt through bonds, loans, or other financial instruments) to accelerate the timing of available funding at the expense of future interest payments. To estimate borrowing capacity, we created a hypothetical finance plan, showing how much funding could become available for projects over time, based on generic assumptions for debt. For this analysis, we assumed a series of loans would be incurred over the 29-year life of the Area with 9- to 20-year amortization periods, a 5% interest rate, and a 1.5 minimum debt service coverage ratio.

Exhibit 7 summarizes the financial capacity of the Area. Total net TIF is the cumulative amount of TIF revenue that would be received by the Area over its duration. Maximum indebtedness is the total principal amount of indebtedness that could be incurred by the Area. Maximum indebtedness is stated in nominal (i.e., “year of expenditure”) dollars. The capacity in 2023 dollars shows the maximum indebtedness figure adjusted for inflation and presented in “real” dollars. This is the most useful measure of financial capacity. The capacity in 2023 dollars is also shown in five-year periods to provide a sense of when funding would become available over time.

The Area is forecast to generate \$211.4 million of cumulative net TIF revenue, which could support a maximum indebtedness of \$181.0 million, equivalent to \$101.1 million in capacity for projects, adjusted for inflation and presented in constant 2023 dollars.

Exhibit 7. Financial Capacity

Net TIF	\$ 211,400,000
Maximum Indebtedness	\$ 181,000,000
Capacity (2023\$)	\$ 101,100,000
Years 1-5	\$ 3,600,000
Years 6-10	\$ 9,800,000
Years 11-15	\$ 19,300,000
Years 16-20	\$ 24,700,000
Years 21-25	\$ 25,700,000
Years 26-30	\$ 17,900,000

Source: Tiberius Solutions

Attachment A: Detailed Assumptions for New Development²

Exhibit A 1. Summary of Land Use (Acres)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Rights of Way	5.65	8.52	4.42	2.03	0.00	20.61
Parks/Open Space	5.41	0.75	2.21	0.00	0.00	8.37
Retain Existing Uses	9.60	14.31	7.33	14.30	6.18	51.72
Redevelopment	16.94	25.55	13.26	6.08	2.11	63.94
Total	37.61	49.13	27.22	22.40	8.29	144.65

Exhibit A 2. Summary of Land Use (Percent)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Rights of Way	4%	6%	3%	1%	0%	14%
Parks/Open Space	4%	1%	2%	0%	0%	6%
Retain Existing Uses	7%	10%	5%	10%	4%	36%
Redevelopment	12%	18%	9%	4%	1%	44%
Total	26%	34%	19%	15%	6%	100%

Exhibit A 3. Development Assumptions (Acres)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	1.62	9.18		0.81		11.61
Condos	0.13	0.74				0.88
Townhomes				1.71		1.71
Mixed Use	13.84	8.79	6.50			29.13
Employment	1.36	6.85	6.76	1.13	2.11	18.20
Exempt				2.44		2.44
Total	16.95	25.56	13.26	6.08	2.11	63.96

² All tables were prepared jointly by Tiberius Solutions and the City of Wilsonville, with input from the Wilsonville Urban Renewal Task Force.

Exhibit A 4. Floor Area Ratio

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	2.00	1.75	1.75	1.50		7.00
Condos	2.00	1.75	1.75	1.50		7.00
Townhomes	1.50	1.50	1.50	1.50		6.00
Mixed Use	2.50	2.25	2.25	2.00		9.00
Employment	2.00	1.50	2.00	0.50	1.00	7.00
Exempt	1.50	1.50	2.00	1.00		6.00
Total	11.50	10.25	11.25	8.00	1.00	42.00

Exhibit A 5. Mixed Use Proportional Split (Residential/Commercial)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road
Percent Residential	90%	90%	90%	90%	0%
Percent Commercial	10%	10%	10%	10%	100%

Exhibit A 6. Summary of Square feet of New Construction

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	141,428	699,663	0	52,925	0	894,017
Condos	11,467	56,729	0	0	0	68,197
Townhomes	0	0	0	111,731	0	111,731
Mixed Use - Res	1,356,213	775,357	573,579	0	0	2,705,150
Mixed Use - Com	150,690	86,151	63,731	0	0	300,572
Employment	118,265	447,416	588,713	24,503	91,912	1,270,809
Exempt	0	0	0	106,178	0	106,178
Total	1,778,065	2,065,316	1,226,023	295,337	91,912	5,456,652

Exhibit A 7. Residential Unit Size Assumptions

	MSD	MU	C-MU	N-MU	South of Wilsonville Road
Apartments	900	900	900	900	900
Condos	1,000	1,000	1,000	1,000	1,000
Townhomes	1,000	1,000	1,000	1,000	1,000
Mixed Use	900	900	900	900	900

Exhibit A 8. Summary of Units of New Residential Construction

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	157.00	777.00	-	59.00	-	993.00
Condos	11.00	57.00	-	-	-	68.00
Townhomes	-	-	-	112.00	-	112.00
Mixed Use	1,507.00	862.00	637.00	-	-	3,006.00
Total	1,675.00	1,696.00	637.00	171.00	-	4,179.00

Exhibit A 9. Absorption Schedule

	Residential					Employment		
	Apartments	Condos	Townhomes	Mixed Use	Total	Employment	Mixed Use	Total
2024	33			100	133		10,000	10,000
2025	33			100	133		10,000	10,000
2026	33			100	133		10,000	10,000
2027	33			100	133		10,000	10,000
2028	33			100	133		10,000	10,000
2029	33		28	100	161	30,000	10,000	40,000
2030	33			100	133	40,000	10,000	50,000
2031	33			100	133	40,000	10,000	50,000
2032	33			100	133	40,000	10,000	50,000
2033	33			100	133	40,000	10,000	50,000
2034	33	34	28	100	195	40,000	10,000	50,000
2035	33			100	133	40,000	10,000	50,000
2036	33			100	133	40,000	10,000	50,000
2037	33			100	133	40,000	10,000	50,000
2038	33			100	133	40,000	10,000	50,000
2039	33		28	100	161	40,000	10,000	50,000
2040	33			100	133	60,000	10,000	70,000
2041	33			100	133	60,000	10,000	70,000
2042	33			100	133	60,000	10,000	70,000
2043	33			100	133	60,000	10,000	70,000
2044	33	34	28	100	195	60,000	10,000	70,000
2045	33			100	133	60,000	10,000	70,000
2046	33			100	133	60,000	10,000	70,000
2047	33			100	133	60,000	10,000	70,000
2048	33			100	133	60,000	10,000	70,000
2049	33			100	133	60,000	10,000	70,000
2050	33			100	133	60,000	10,000	70,000
2051	33			100	133	60,000	10,000	70,000
2052	33			100	133	60,000	10,000	70,000
2053	36			106	142	60,809	10,572	71,381
Total	993	68	112	3,006	4,179	1,270,809	300,572	1,571,381

Exhibit A 10. Vertical Housing Tax Zone Assumptions

	MSD	MU	C-MU	N-MU	South of Wilsonville Road
Percent of Projects Qualifying for VHDZ	100%	50%	100%	0%	0%
Exempt Value as Percent of Total	80%	80%	80%	0%	0%

Exhibit A 11. Real Market Value Assumptions

	Improvement RMV per Unit	Improvement RMV per SF	RMV per Unit	RMV per SF
Apartments	\$ 350,677	\$ 390	\$ 360,000	\$ 400
Condos	\$ 439,736	\$ 440	\$ 450,000	\$ 450
Townhomes	\$ 412,826	\$ 413	\$ 425,000	\$ 425
Employment	N/A	\$ 289	N/A	\$ 300
Mixed Use - Apartments	\$ 353,045	\$ 392	\$ 360,000	\$ 400
Mixed Use - Employment	N/A	\$ 292	N/A	\$ 300

Exhibit A 12. Land RMV Total

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	\$ 1,294,398	\$ 7,318,325	\$ -	\$ 645,853	\$ -	\$ 9,258,576
Condos	\$ 104,951	\$ 593,378	\$ -	\$ -	\$ -	\$ 698,329
Townhomes	\$ -	\$ -	\$ -	\$ 1,363,468	\$ -	\$ 1,363,468
Mixed Use	\$ 11,033,326	\$ 7,008,704	\$ 5,184,766	\$ -	\$ -	\$ 23,226,797
Employment	\$ 1,082,402	\$ 5,459,852	\$ 5,388,091	\$ 897,018	\$ 1,682,408	\$ 14,509,771
Exempt	\$ -	\$ -	\$ -	\$ 1,943,540	\$ -	\$ 1,943,540
Total	\$ 13,515,077	\$ 20,380,258	\$ 10,572,857	\$ 4,849,880	\$ 1,682,408	\$ 51,000,480

Exhibit A 13. Land RMV per Unit/SF

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Average
Apartments - Unit	\$ 8,245	\$ 9,419		\$ 10,947		\$ 9,323
Condos - Unit	\$ 9,541	\$ 10,410				\$ 10,264
Townhomes - Unit				\$ 12,174		\$ 12,174
Mixed Use - SF	\$ 7	\$ 8	\$ 8			\$ 8
Employment - SF	\$ 9	\$ 12	\$ 9	\$ 37	\$ 18	\$ 11
Exempt						
Mixed Use - Per Unit	\$ 6,590	\$ 7,322	\$ 7,322			\$ 6,955

Exhibit A 14. Improvement AV Total (Proportional Share)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Total
Apartments	\$ 1,290,660	\$ 7,297,192	\$ -	\$ 643,988	\$ -	\$ 9,231,840
Condos	\$ 104,648	\$ 591,664	\$ -	\$ -	\$ -	\$ 696,312
Townhomes	\$ -	\$ -	\$ -	\$ 1,359,531	\$ -	\$ 1,359,531
Mixed Use	\$ 11,001,466	\$ 6,988,465	\$ 5,169,795	\$ -	\$ -	\$ 23,159,725
Employment	\$ 1,079,277	\$ 5,444,086	\$ 5,372,532	\$ 894,428	\$ 1,677,550	\$ 14,467,872
Exempt	\$ -	\$ -	\$ -	\$ 1,937,928	\$ -	\$ 1,937,928
Total	\$ 13,476,050	\$ 20,321,407	\$ 10,542,326	\$ 4,835,875	\$ 1,677,550	\$ 50,853,208

Exhibit A 15. Improvement AV Per Unit (Proportional Share)

	MSD	MU	C-MU	N-MU	South of Wilsonville Road	Average
Apartments - Unit	\$ 8,221	\$ 9,391		\$ 10,915		\$ 9,296
Condos - Unit	\$ 9,513	\$ 10,380				\$ 10,234
Townhomes - Unit				\$ 12,139		\$ 12,139
Mixed Use - SF	\$ 7	\$ 8	\$ 8			\$ 8
Employment - SF	\$ 9	\$ 12	\$ 9	\$ 37	\$ 18	\$ 11
Exempt						
Mixed Use - Per Unit	\$ 6,571	\$ 7,301	\$ 7,301			\$ 6,935

Exhibit A 16. Area Value Figures

Total Acres	146.45
Total Land RMV	\$ 116,768,765
Total Improvement RMV	\$ 235,595,067
Total RMV	\$ 352,363,832
Total AV - Real	\$ 174,138,945
Proportional Land AV	\$ 57,707,369
Proportional Improvement AV	\$ 116,431,576
Per Acre	
Proportional Land AV	\$ 394,052
Proportional Improvement AV	\$ 795,047
Land RMV Per Acre	\$ 797,350

Appendix B: How Tax Increment Financing Works

Urban renewal/Tax Increment Financing (TIF) is an economic and redevelopment financing tool permitted by Oregon Revised Statute (ORS) chapter 457. Urban Renewal allows municipalities (cities and counties) across Oregon to collect the incremental property tax revenues in an Urban Renewal Area (URA) and spend that revenue on infrastructure and economic development projects and programs within the URA.

Overview

Urban Renewal Plans

To establish a URA, a municipality must adopt an Urban Renewal Plan. ORS 457 defines the specific requirements of Urban Renewal Plans. Key elements of Urban Renewal Plans include:

- Boundary of the URA, including a map and legal description
- Goals and objectives for the URA
- Eligible projects to be funded in the URA
- Findings of “Blight” within the URA as defined in ORS 457.010
- The dollar limit on the cumulative amount of indebtedness that the URA may incur, known as “Maximum Indebtedness”

Tax Increment Financing

Urban renewal allows municipalities to use TIF revenue to fund projects and programs within a URA. When a URA is established, the existing assessed value in the URA is certified as the “Frozen Base” value. As assessed value in the URA increases over time, the difference between the total assessed value and the frozen base is considered “Increment” assessed value. Each year, property tax revenue generated by the frozen base of the URA is distributed normally to all overlapping taxing districts, and the URA receives all the property tax revenue generated from the increment, called TIF revenue.

Maximum Indebtedness

Once a URA has incurred the full amount of maximum indebtedness, it cannot incur additional debt, and once a URA has collected sufficient TIF revenue to fully repay the maximum indebtedness, the URA loses its ability to collect TIF revenue, effectively resulting in the termination of the URA.

Consolidated Tax Rate

Oregon statutes governing TIF have been amended over time, resulting in different types of Urban Renewal Plans. A key difference is the determination of which tax rates are included in the calculation of TIF revenue. All new Urban Renewal Plans are “permanent rate” plans. The consolidated tax rate is equal to the sum of all permanent tax rates. Local option levies and general obligation bond levies are not impacted by new Urban Renewal Plans.

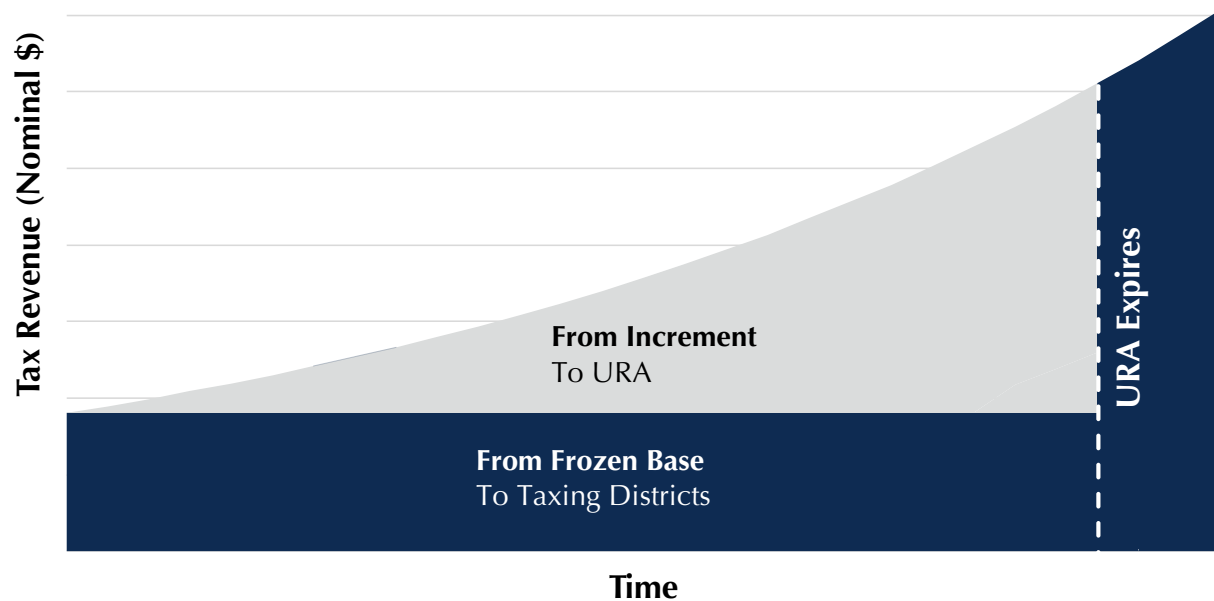
Tax Increment Financing

When a URA is established, the assessed value of all property within the URA boundary establishes the frozen base value. When assessed value in the URA grows over time, the difference between the total assessed value and the frozen base is considered increment assessed value. Each year, property tax

revenue from the frozen base in the URA is distributed normally to all overlapping taxing districts, and the URA receives all the property tax revenue generated from the increment, called TIF revenue.

TIF revenue can only be spent to repay indebtedness incurred on behalf of the URA, and the proceeds from that indebtedness can only be spent on capital projects located within the URA that are identified in the corresponding Urban Renewal Plan. Once all indebtedness for a URA has been repaid, the Urban Renewal Plan may be terminated, which results in all future tax revenue being returned to the overlapping taxing districts. Exhibit B-1 illustrates the general tax revenue distribution within a URA boundary over the life of the URA.

Exhibit B-1. Example Tax Revenue Distribution in a URA



Source: Tiberius Solutions

The local county assessor calculates total TIF Revenue to be generated by a URA by multiplying the increment assessed value of a URA by the applicable consolidated tax rate. Although the amount of tax revenue to be raised is calculated based on the assessed value of properties within a URA, that tax is actually imposed upon all properties citywide. The local county assessor divides the total tax revenue to be raised for a URA by the aggregate assessed value of all property citywide, which results in an URA tax rate. This rate is then extended to all properties citywide. All other component property tax rates that were included in the consolidated tax rate are reduced proportionally, so that the imposition of the URA tax rate does not result in any net increase to the total tax rate. In short, URA tax revenues are calculated based on property values within the URA, but are paid by all properties citywide.

Maximum Indebtedness

Urban Renewal Plans are required to include a maximum indebtedness limit. As stated earlier, URAs are only allowed to spend TIF revenue on debt service. Thus, the maximum indebtedness functions as a limit on the cumulative amount of TIF revenue that can be spent on projects in a URA. Note that maximum indebtedness does not function as a revolving credit limit. In other words, paying off previous debt for a URA does not free up maximum indebtedness capacity to be used on future indebtedness. Once a URA incurs the full amount of maximum indebtedness, it cannot incur additional debt to fund additional projects.

Consolidated Tax Rate

Oregon statutes governing TIF have been amended over time, resulting in different types of Urban Renewal Plans that are subject to different provisions. Oregon statutes establish three major classifications of Urban Renewal Plans: permanent rate plans, reduced rate plans, and standard rate plans. The determination of each of these plan types is primarily dependent upon the effective date of the plan, or the effective dates of certain subsequent substantial amendments to a plan. A fundamental difference among these types of Urban Renewal Plans is the method for determining the consolidated tax rate as described below.

- “Permanent Rate Plans” have a consolidated tax rate equal to the total of all permanent property tax rates for overlapping taxing districts.
- “Reduced Rate Plans” have a consolidated tax rate equal to the total of all tax rates for overlapping taxing districts except for the following:
 - URA special levies
 - Local option levies approved by voters on or after October 6, 2001
 - General obligation bond levies approved by voters on or after October 6, 2001
- “Standard Rate Plans” have a consolidated tax rate equal to the total of all tax rates for overlapping taxing districts except for the following:
 - URA special levies
 - Local option levies approved by voters on or after January 1, 2013

Revenue Sharing

Plans initially approved or substantially amended to increase maximum indebtedness on or after January 1, 2010 are subject to additional provisions in ORS regarding revenue sharing. For such plans, revenue sharing occurs when a plan achieves certain thresholds of annual TIF revenue, relative to the maximum indebtedness of the plan.³

Overview of Oregon’s Property Tax System

Property Tax Ballot Measures

Oregon’s property tax system is largely defined by two property-tax-related ballot measures that were approved by voters in the 1990s: Measure 5 passed in 1990 and Measure 50 passed in 1997.

Prior to the passage of Measures 5 and 50, Oregon had a levy-based property tax system. This meant that each taxing district would decide the dollar amount to levy each year based on budget requirements, and that levy amount would be converted into a levy by dividing the total levy amount by the total value of property district-wide. This system resulted in annual variations in the effective tax rates for individual properties each year.

Measure 5 limited the property taxes paid by individual property owners to \$10 per \$1,000 of real market value for general government taxes and \$5 per \$1,000 of real market value for education taxes. Levies passed by voters to repay general obligation bonds were excluded from these limits.

³Formulas for calculating required Revenue Sharing are defined in ORS 457.470. For most Urban Renewal Plans in Oregon, the formulas refer to the initial Maximum Indebtedness of a Plan.

Measure 50, passed in 1997, was a further overhaul of Oregon's property tax system, including the following key elements:

- Switching from a levy-based system to a rate-based system, including the establishment of permanent tax rates for each taxing district instead of variable levies. Note that in addition to permanent tax rates, taxing districts may also impose local option levies and levies for general obligation bonds, both of which are temporary in nature and are subject to voter approval.
- Reducing assessed value. Assessed value is no longer equal to real market value. In fiscal year 1997-98, a maximum assessed value for each property was established, which was equal to 90% of its assessed value from two years prior (fiscal year 1995-96).
- Limiting assessed value growth. Growth in maximum assessed value was limited to three percent annually. The actual assessed value used to calculate a property's tax bill is equal to the lesser of the property's maximum assessed value and real market value.

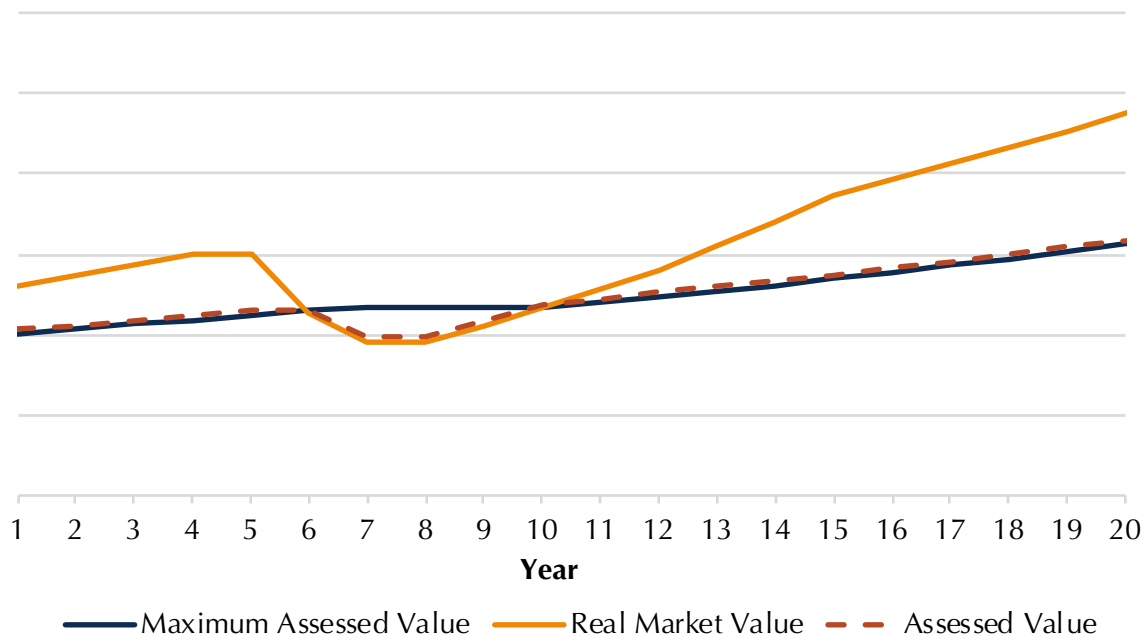
There are some exceptions to the three percent limit in maximum assessed value growth. The most common exceptions are new construction and significant improvements that did not exist in 1995-96 when the maximum assessed value was established. To determine the exception value in these situations a changed property ratio is used to establish the initial maximum assessed value. The changed property ratio is calculated annually as the ratio between aggregate assessed value and aggregate real market value for each property class (residential, multifamily, commercial/industrial, etc.) in each county. The changed property ratio is applied to the real market value of all new development to determine initial maximum assessed value, after which time, it grows at three percent per year like all other existing property.⁴

Illustration of Assessed Value Calculation

Exhibit B-2 shows the relationship between maximum assessed value, real market value, and assessed value for a hypothetical property. Real market value fluctuates based on market conditions. For all years where real market value is greater than maximum assessed value, maximum assessed value grows at three percent. From year one through year six, the property's real market value is greater than the property's maximum assessed value. The property's assessed value must be the lower of the two, and is therefore equal to the maximum assessed value. In years six through ten, the property's real market value dips below the property's maximum assessed value. In these years, the assessed value is equal to the real market value and maximum assessed value remains constant. When real market value grows past maximum assessed value beginning in year ten, assessed value is once again equal to maximum assessed value, and the maximum assessed value resumes annual growth of three percent per year.

⁴ Other exceptions include: partitioning or subdividing a property, rezoning a property and change of use consistent with that zone, and the disqualification or termination of property tax exemptions (e.g., property transferring from public to private ownership).

Exhibit B-2. Maximum Assessed Value, Real Market Value, and Assessed Value for a Hypothetical Property

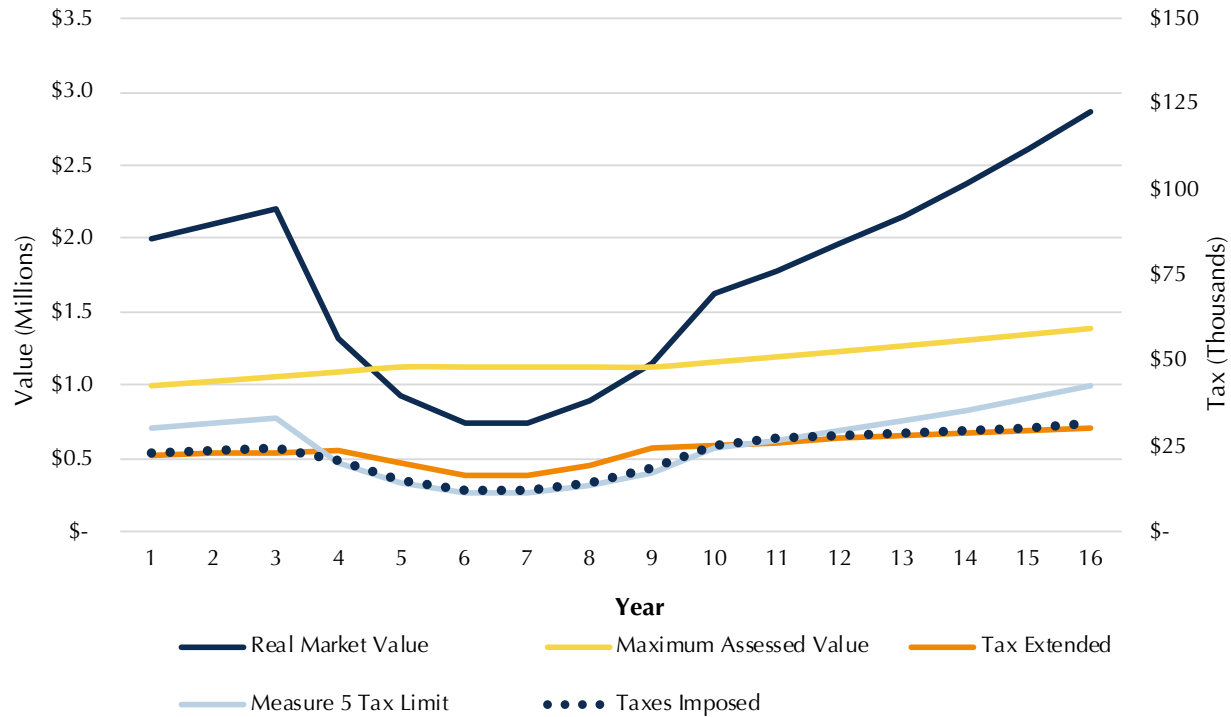


Measure 5 Compression

As stated earlier, Measure 5 limits the property taxes paid by individual property owners to \$10 per \$1,000 of real market value for general government taxes and \$5 per \$1,000 of real market value for education taxes. If either of these limits are exceeded by the taxes extended on an individual property, the taxes imposed are reduced proportionally until the Measure 5 limits are met. Local option levies are reduced first. If local option levies are reduced to zero and a property is still exceeding its Measure 5 limits, then permanent rate levies are reduced proportionally until the limits are no longer exceeded. General obligation bonds are never reduced, as they are not subject to Measure 5 limits.

Exhibit B-3 shows the effect of Measure 5 compression on a hypothetical property. In years one through three, the Measure 5 tax limits for the property are higher than the taxes extended to the property. Therefore, the property pays the total tax extended. Beginning in year four, declining real market value results in a corresponding decrease in the maximum allowable tax bill, and the property finds itself in “compression” due to Measure 5. Therefore, the taxes extended are proportionally reduced until they conform to Measure 5 limits. The compression loss is the difference between tax extended and tax imposed. By year 12, real market value has grown enough so that the taxes extended are once again below the Measure 5 limits, and the property no longer experiences compression.

Exhibit B-3. Compression of Hypothetical Property



Property Types

The State of Oregon classifies all taxable property into one of four types: real, personal, manufactured, and utility. Below, we describe these property types and highlight considerations for forecasting future changes in assessed value.

- **Real** property includes land, buildings, structures, and improvements. Real property typically makes up the majority of property value in an area. Real property is typically the most reliable property type to forecast. Changes in real market value of real property are tied to broader market trends. At this time, most real property accounts in Oregon have a significant gap between real market value and maximum assessed value, which means that the assessed value is equal to maximum assessed value, which experiences three percent growth each year from appreciation. Factors that can cause a real property account to experience a change in maximum assessed value other than three percent appreciation include: construction of new property, demolition of an existing structure, establishment or expiration of tax exemptions (such as a transfer of ownership from public to private use, or vice versa), and rezoning with a corresponding change in use.
- **Personal** property includes all property that “enhances or promotes” a business.⁵ This includes machinery, equipment, and décor/office furniture. Personal property for personal use (e.g., home furniture and appliances) are exempt. The Department of Revenue maintains multiple schedules for depreciation of value, based on the specific type of personal property. Personal property tends to depreciate relatively rapidly, but these losses in value are generally offset by further reinvestment in new personal property accounts.

⁵ Oregon Department of Revenue, Methods for Valuing Personal Property, 2020

- **Manufactured** property includes all manufactured structures (i.e., mobile homes). Unlike other types of housing, the real market value of mobile homes depreciate over time. In the early years after construction, a manufactured property account may experience modest growth in assessed value based on the maximum allowed three percent growth in maximum assessed value. However, over time the real market value of the property will likely drop below the maximum assessed value, leading to a sustained decrease in assessed value from manufactured property in future years.
- **Utility** property include the value of any privately-owned utility provider, including: communication, electric, gas, water, pipelines, air transportation, private railcars, railroads, heating, toll bridges, and small electrics.⁶ The Oregon Department of Revenue assesses the value of these properties annually, based on reports submitted by the owners. The value is not explicitly based on geography, but the State apportions assessed value to each tax code area each year based on factors, including the physical location of utility assets. Because utility value is calculated by the State each year, based on reports of value provided by the utilities themselves, the assessed value of utility accounts can be volatile, and difficult to forecast.

⁶ Oregon Department of Revenue, Centrally Assessed Companies



WILSONVILLE TOWN CENTER PLAN

Wilsonville Town Center Plan Findings of Consistency:

Statewide Planning Goals, Metro's Urban Growth Management Functional Plan, Comprehensive Plan Amendment Criteria, and Zone Text Amendments Criteria

INTRODUCTION

This Findings Report provides findings supporting the City of Wilsonville's adoption of amendments related to the Town Center Plan – Case File LP19-0003 (the proposal). The proposal includes the following:

- a. Amendments to the Wilsonville Comprehensive Plan Text;
- b. Amendment to the Wilsonville Comprehensive Plan Map;
- c. Adoption of the Town Center Plan as a supporting document of the Comprehensive Plan that is as part of the Comprehensive Plan;
- d. Amendments to the Wilsonville Development Code Text; and
- e. Amendment to the Wilsonville Zoning Map.

COMPLIANCE WITH STATEWIDE PLANNING GOALS

ORS 197.175(2)(a) requires that cities and counties amend and revise comprehensive plans in compliance with the goals approved by the Commission. The following findings address the proposal's compliance with the applicable statewide planning goals. The City Council finds that the following Statewide Planning Goals are not applicable because the proposal is entirely within the Urban Growth Boundary or outside of the boundaries of the referenced goal (e.g. Willamette River Greenway):

- Goal 3: Agricultural Lands;
- Goal 4: Forest Lands;
- Goal 15: Willamette River Greenway;
- Goals 16-18: coastal goals.

GOAL 1, CITIZEN INVOLVEMENT

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

FINDINGS: The proposal meets Goal 1 because the City followed its Citizen Involvement Program, adopted as Section A of the Wilsonville Comprehensive Plan. The Comprehensive Plan states that the City will use the following methods to involve citizens in land use decisions:

- Providing opportunity for citizens to see draft materials

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- Conduct regular, open, public meetings of the Planning Commission
- Use task forces as needed for special projects
- Publicize opportunities to engage in land use decisions
- Coordinate with other agencies involved with Wilsonville’s planning programs and policies

The public engagement plan (see Appendix I) aligned with the Citizen Involvement policies of the Comprehensive Plan, and the approach identified the following goals:

1. Build relationships in Wilsonville. Create opportunities for stakeholders and the public to meet and engage with others interested in the future of Town Center.
2. Create opportunities for inclusive participation. Provide multiple and varied opportunities for a wide range of community members and stakeholders to provide meaningful input.
3. Balance the diverse interests of the community. Work with community members across Wilsonville, including employees, patrons, residents, and business and property owners, to meet current and future needs and facilitate future uses. Participants’ demographics and areas of interest will be tracked throughout the process to ensure that a diversity of community members are being heard.
4. Generate excitement and community ownership. Tell a story that captures Town Center as a geographic, economic, and cultural hub in Wilsonville and that carries forward the city’s unique history, character, and role in the region. The Town Center Plan will support Wilsonville’s evolving identity and sense of place.

The Town Center Plan, which established the land use, transportation, park and open space, and infrastructure frameworks, began in Fall 2016. The community engagement was divided into three phases. The first phase of the project established the community’s vision and goals for the future of Town Center and identified existing issues and priority improvements. During the second phase of the project, community members and stakeholders defined how they want the “building blocks” of Town Center to look and function in the future. These building blocks include land use, open spaces and parks, and the multimodal transportation network. Based on community and stakeholder ideas and feedback, the project team drafted and then refined the building blocks. This process resulted in a Draft Community Design Concept that was supported by the community and will be implemented through the Town Center Plan. Public input continued through the end of the project.

Multiple work sessions were held with the Planning Commission and City Council, including three joint Planning Commission and City Council meetings. Public comment opportunities were available at every meeting. The Planning Commission had extensive and productive informal discussions with the participating public, technical partners and the project taskforce. Community design workshops, open houses, and surveys were held throughout the project. Other citizen involvement included individual and small group stakeholder meetings, a public kickoff event, two community design workshops, a citywide barbeque, an interactive pop-up event, neighborhood “idea centers”, neighborhood pop-ups, targeted engagement activities, and an ongoing map-based and visual preference online surveys.

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In addition to the major engagement activities listed above, the City went to a variety of established community events, referred to as Community Out-and-Abouts, and neighborhood meetings, which provided community members with convenient opportunities to participate in the Town Center Plan. The input received at these events is incorporated in the Question of the Month results and Community Design Survey feedback summary (see Attachment C of the staff report). Community members were provided with ongoing project updates and opportunities for input.

The outreach and engagement activities summarized here solicited input and ideas from a broad range of community members and stakeholders, including but not limited to:

- City elected officials
- Wilsonville residents
- Youth and seniors
- Spanish-speakers
- Service providers in Town Center
- Town Center employees
- Town Center residents
- Town Center business and property owners
- City staff

Based on the forgoing, the City Council finds that the proposal satisfies Goal 1 with respect to citizen involvement.

GOAL 2, LAND USE PLANNING

To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

FINDINGS: The proposal satisfies Goal 2 because it is supported by an adequate factual base and its development was coordinated with all affected governmental units.

Adequate Factual Base

The City has established a record that includes technical memoranda, studies, and analyses supporting each element of the Town Center Plan. The key documents that were relied upon and that form the adequate factual base for our findings are listed below:

- City of Wilsonville Comprehensive Plan, 2000, updated 2013
- Planning and Land Development Ordinance (Development Code), Chapter 4, 2015
- Wilsonville Road Interchange Area Management Plan, 2017
- The City Center Plan, 1979
- Town Center Study, 1984
- Wilsonville Water System Master Plan, 2012

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- Wilsonville Storm Water Master Plan, 2012
- Wilsonville Public Works Stormwater Standards, 2015
- Wilsonville Wastewater Collection System Master Plan, 2014
- Wilsonville ADA Transition Plan, 2015
- Wilsonville TSP Amendment, 2016
- Wilsonville Public Works Standards, 2015
- Town Center Planning Commission Workshop to propose special area of concern, 1989

Coordination with the Plans of Affected Governmental Units

During the Town Center planning process, the following affected governmental units participated or had the opportunity to participate via notices and project information provided to them:

- Metro
- ODOT
- TVF&R
- Clackamas County
- West Linn-Wilsonville School District
- SMART

Based on the above, the City Council finds that the proposal satisfies Goal 2 with respect to having an adequate factual base and being coordinated with all affected governmental units.

GOAL 5, NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES

To protect natural resources and conserve scenic and historic areas and open spaces.

FINDINGS: The proposal satisfies Goal 5 through the first goal in the plan: Integrating nature into the design and function of infrastructure and development in Town Center to protect Wilsonville’s natural resources. The Plan’s goals for Environmental Stewardship involved the following measures of success:

- Identify appropriate landscaping that provides visual interest, minimizes City maintenance requirements, and is appropriate for walkable, mixed-use areas.
- Design and implement stormwater management and treatment facilities to provide both functional and aesthetic value.
- Incorporate natural features such as rain gardens, eco-roofs, and community gardening areas into Town Center.

No significant natural resources exist within the plan area. The plan proposes new park and open spaces, and links to existing parks and open spaces to enhance the urban environment and honor the area’s natural resource and agricultural legacy. Wayfinding elements are proposed to identify and connect significant open spaces and other destinations within the Town Center.

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The plan includes stormwater management recommendations intended to minimize impacts to the environment. The existing storm water system in Town Center drains to three watersheds, including Coffee Lake Creek Basin in the northwest; the Willamette River in the southwest (via a piped outfall); and the Boeckman Creek Basin. The stormwater management recommendations include:

- Minimization of the amount of impervious surfaces; the proposed plan has less area devoted to surface parking.
- Implementation that will design and construct all new (or significantly modified) streets as green streets with stormwater planters or other on-site detention and treatment components.
- Encouragement, through development review, of innovative on-site stormwater detention and treatment for buildings to meet on-site stormwater detention/treatment requirements. This includes encouraging green roofs or water reuse (e.g. graywater systems) as part of initial building design.
- Using pervious paving wherever possible.
- Location of stormwater pipes in new right-of-way when constructing new streets. Stormwater pipes have been included in planning level cost estimates for major capital projects described in Chapter 5 of the Master Plan.
- Utilizing stormwater features in the proposed Promenade to help meet the City's stormwater management requirements for treatment of road facilities.
- An assumption that all road construction projects will include stormwater management and green street amenities, such as stormwater swales and landscaping treatments to reduce environmental impacts of construction and use of the facility.

Based on the above, the City finds that the proposed amendments satisfy Goal 5.

GOAL 6, AIR, WATER, AND LAND RESOURCES QUALITY

To maintain and improve the quality of the air, water and land resources of the state.

FINDINGS: The proposal satisfies Goal 6 because it will maintain and improve the quality of the air, water, and land resources of the state.

The proposal maintains and improves **air quality** by:

- Increasing transit availability and frequency to reduce single-occupancy vehicle traffic congestion
- Prioritizing bicycle and pedestrian travel through on-street improvements for bicycles and pedestrians, and connections to off-street trails.

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The proposal maintains and improves **water quality** by:

- Encouraging the use of “low impact” stormwater treatment, such as bioswales, within street rights-of-way.
- Providing options for water treatment and flow control for developers of all sites, to reduce expanding the existing sanitary and stormwater infrastructure.

The proposal maintains and improves **land resources** by:

- Encouraging higher density housing in the city center, rather than expanding the urban growth boundary (UGB).
- Encouraging mixed uses to interconnect land uses and reduce the need for additional roadways and sprawl.
- Encouraging the retention of existing trees in site planning.

Based on the above, the City finds that the proposal satisfies Goal 6.

GOAL 7, AREAS SUBJECT TO NATURAL HAZARDS

To protect people and property from natural hazards.

FINDINGS: The proposal satisfies Goal 7 because the City has considered the risks of natural hazards during the planning process. There are no identified floodplains within the planning area, and on-site systems are proposed to reduce any localized flooding at Memorial Park Pond or other stormwater facilities. Given its proposed protection, people and property will be additionally protected from natural hazards.

Based on the above, the City finds that the proposal satisfies Goal 7.

GOAL 8, RECREATIONAL NEEDS

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

FINDINGS: The proposal satisfies Goal 8 because the Town Center neighborhood will provide ample public spaces, parks, and destinations to connect with one another and the environment to meet recreational needs. The community prioritized parks, green spaces, and public gathering spaces as important elements of the future Town Center. The existing Town Center Park is valued by many community members and is a regional destination during the summer. Additionally, Memorial Park is an important open space and recreational destination directly adjacent to Town Center. These two parks are cornerstones of the existing Town Center’s open space network.

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Open space improvements in the Town Center Plan include enhancements to the existing parks and the connections the community has to these spaces. These include:

- Create an “Emerald Chain” of parks, small plazas, green streets, and trails that connect the future I-5 bike/pedestrian bridge to the Town Center Park, Memorial Park and Murase Plaza.
- A Promenade project, providing multi-modal connections between the I-5 bike/pedestrian bridge landing and the cycle track on Park Place. The Promenade will provide plaza and open space for area residents and employees and help create active space.
- Four primary cycle tracks throughout the area to provide safe connectivity to recreational facilities like parks and trails both within Town Center and throughout the surrounding area, including the Ice Age Tonquin Trail.
- A proposed skatepark to be located east of Town Center Park.

The Plan also includes implementation measures for placemaking, some of which will augment the planned open space network to meeting recreational needs, including:

- A parklet competition between local businesses within parking spaces that are temporarily or permanently repurposed to provide small seating in front of businesses.
- Developing a programming plan for year-round events and activities in the Town Center.

Based on the above, the City finds that the proposal satisfies Goal 8.

GOAL 9, ECONOMIC DEVELOPMENT

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

FINDINGS: The proposal satisfies Goal 9 because economic development and prosperity was identified within the goals for the project. Goal 6 of the Town Center Plan is to “create opportunities to support and grow existing businesses and attract new businesses that provide a diverse range of local and regional retail, entertainment, and commercial activities.” The following measures of success support this goal:

- Creating programs and policies that support the development of a variety of small, medium, and large businesses that provide local and regional needs and increase tourism.
- Identifying ways to organize and support businesses in Town Center to retain existing businesses, attract additional business and retail diversity, and increase economic development opportunities.
- Attracting development that supports the use of existing transit and non- motorized travel options.
- Identifying strategies to fund public improvements through a combination of public and private sources.

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Implementation strategies in the Plan related to economic development include:

- Supporting a community organization for Town Center businesses.
- Creating a business improvement district or economic improvement district, where businesses and/or property owners are assessed a fee in order to generate revenue to support marketing, maintenance, security, beautification, and non-capital initiatives in the special district.
- Studying the feasibility for the Oregon Main Street Program to develop comprehensive redevelopment strategies based on a community's unique character.
- Providing business retention and location assistance for prospective tenants or re-location support to find new spaces due to redevelopment. The City may also look to implement a program that focuses on building social capital and furthering equity initiatives, similar to Prosper Portland's Affordable Commercial Tenanting Program, which provides affordable commercial spaces in the Lents Town Center.
- Creating a development opportunity study to assist property owners in evaluating redevelopment potential on their existing properties by providing technical assistance to evaluate development options.
- Entering into public-private partnerships (PPPs) with prominent property owners open to redevelopment in the Town Center to catalyze private investment and development.
- Conducting a feasibility study to determine whether and how Urban Renewal can be implemented in the Town Center.
- Creating a Local Improvement District (LID) to pay for infrastructure improvements, including streetscape improvements, new street construction, lighting, parks and open space improvements, and other capital projects.
- Conducting an Infrastructure Finance Study to determine how public projects—such as infrastructure investments—would be funded and what tools or incentives could or should be implemented.
- Offering a financial incentive to stimulate targeted construction of vertical mixed-use buildings in the Wilsonville Town Center by offering property tax exemptions to developers.
- Creating Opportunity Zones to reinvest capital gains into qualified low-income census tracts through Opportunity Funds, in exchange for a graduated series of incentives tied to long-term holdings.

Based on the above, the City finds that the proposal satisfies Goal 9.

GOAL 10, HOUSING

To provide for the housing needs of citizens of the state.

FINDINGS: The proposal satisfies Goal 10 because it provides needed housing for the City of Wilsonville consistent with the adopted Residential Land Study.

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As part of the Town Center Plan development process, a market conditions and development feasibility analysis were conducted. These analyses identified the types of development that have market demand for locating in Town Center and that might be financially feasible. For some desired development types that are not currently feasible, the analysis identified incentives that could be used to generate a return on investment that might interest a landowner or developer in considering developing property in Town Center.

The new Town Center Zone will allow housing, except in areas directly adjacent to the freeway. This zone will allow between two- to five-story buildings, with a mixture of residential, retail, office and civic uses. This zone comprises the following sub-districts:

- Main Street District - Mixed use buildings with active ground floor uses, generally 3 to 4 stories
- Commercial - Mixed Use - Will be a mix of office, entertainment, hospitality, civic uses; generally 3 to 5 stories, with residential allowed if not adjacent to freeway
- Mixed Use - Will be a mix of residential, retail, office, services; generally 2 to 4 stories
- Neighborhood - Mixed Use will be a mix of townhomes, small-scale commercial businesses; generally 2 to 3 stories

The Plan estimates the new zones have a capacity for an estimated 1,680 dwelling units at full buildout. This is significantly more than would occur under the existing Planned Development Commercial-Town Center zoning designation. Additionally, the zoned potential for new housing in the Town Center is supported by the array of urban amenities intended to support a vital, pedestrian-oriented place.

In addition to allowing for housing in all of the new zones, implementation measures recommending adoption of vertical housing development zones (VHDZ) will offer a financial incentive to stimulate targeted construction of vertical mixed-use buildings in the Wilsonville Town Center by offering property tax exemptions to developers.

Based on the above, the City finds that the proposal satisfies Goal 10.

GOAL 11, PUBLIC FACILITIES AND SERVICES

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

FINDINGS: The proposal satisfies Goal 11 because it includes framework plans and implementation measures to develop a timely, orderly, and efficient arrangement of public facilities and services to serve future urban development. These plans are consistent with the City of Wilsonville Public Facilities Plan, Transportation System Plan, Transit Master Plan, Stormwater Master Plan, Sewer and Water Infrastructure Master Plans and the Parks and Recreation Master Plan. The Town Center Plan includes infrastructure planning for transportation, sanitary sewer, water, stormwater, and “green infrastructure.” Parks were also addressed. The Town Center Plan also includes estimated costs and funding options for these projects.

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- **Transportation.** The Town Center Plan identifies existing and proposed street networks and multimodal networks. The plan identifies improvements to the pedestrian and bicycle infrastructure. Cross-sections for each street type were also provided. Improved transit connections and increased service and accessibility were also identified as a key priority for future actions.
- **Sanitary Sewer.** The Area Plan identified improvements required by the increased development in the Town Center area. As much of the area already has existing sewer infrastructure, future development envisioned in the Town Center Plan will have little increase in wastewater compared to what is already projected for Town Center in the future. Many of the projects identified are for relocation of the infrastructure into the new or existing public right-of-way. Cost estimates are provided.
- **Stormwater.** Sustainable stormwater management is a key component of the Plan. The stormwater management approach is anticipated to consist largely of a toolbox of approaches to treat, detain, and infiltrate runoff on-site. The City's Stormwater Master Plan and Public Works Standards include a variety of Low Impact Development (LID) options for stormwater management.
- **Parks.** The Master Plan provides connections between Town Center Park and Memorial Park, as well as potential programs for parklets and a skatepark.
- **Implementation and Financing.** The Town Center Plan contains a list of potential funding sources and suggests creating more studies to develop a clear financing plan.

Based on the forgoing, the City finds that the proposal satisfies Goal 11.

GOAL 12, TRANSPORTATION

To provide and encourage a safe, convenient and economic transportation system.

FINDINGS: The proposal satisfies Goal 12 because the foundation of the Town Center Plan is the community's desire for a walkable and engaging pedestrian experience. Wilsonville residents want options to move around safely, whether they are parking and walking to a store, riding a bike, or walking to the bus. The Plan outlines a multimodal network designed for all ages and abilities and where cars are only one of the many transportation choices. The proposed street network and connections for non-motorized modes will meet Town Center's current and projected transportation needs. The Plan's multimodal network applies a variety of streetscape designs for new and proposed streets in Town Center, ranging from festival streets with curbless sidewalks near Town Center Park, local streets with wide sidewalks, and a main street with on-street parking and active storefronts.

Transportation is a key feature of the Town Center Plan. The goal for the plan is to provide a safe and connected area that fosters multimodal access between buildings and land uses, is connected to surrounding neighborhoods, and provides local and regional accessibility. The plan is to do this by:

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- Creating multimodal connections in and through Town Center that provide multiple, safe routes for residents, businesses and visitors.
- Identifying priority locations to connect to adjacent neighborhoods and land uses.
- Integrating the multimodal transportation system with urban design and development standards developed for Town Center.
- Incorporating wayfinding elements into Town Center’s multimodal transportation system.

The plan was developed with an understanding of the convergence between land use and transportation. To do this, mixed uses were allowed in every zone within the area, and streetscape designs were identified to create a highly walkable area.

For additional evidence of compliance with Goal 12, please see the findings within this attachment for the Transportation Planning Rule, which are incorporated herein by reference.

Based on the above, the City finds that the proposal satisfies Goal 12.

GOAL 13, ENERGY CONSERVATION

To conserve energy.

FINDINGS: The proposal satisfies Goal 13 because it has been designed to maximize the conservation of energy through the creation of a highly walkable environment. The proposal achieves this because it provides for connectivity between the Town Center area and the rest of Wilsonville for pedestrians, bicyclists, and transit users. The highly-connected street grid of Town Center is designed to help residents and employees reach nearby commercial areas and recreational uses without needing to rely on automobile travel. The street-sections and design concepts within the Plan work together create a pleasant walking environment. The many tree lined streets will create shade for buildings in the warm summer months also assisting to reduce energy consumption.

Based on the above, the City finds that the proposal satisfies Goal 13.

GOAL 14, URBANIZATION

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

FINDINGS: The proposal satisfies Goal 14 through making efficient use of an existing center in Wilsonville, and planning for a highly livable Town Center. Goal 14 is met.

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COMPLIANCE WITH METRO TITLE 6: CENTERS, CORRIDORS, STATION COMMUNITIES AND MAIN STREETS

INTRODUCTION

Findings of compliance with Metro Code 3.07.610-650, Centers, Corridors, Main Streets, and Station Communities are listed below.

COMPLIANCE WITH METRO CODE 3.07.1120 PLANNING FOR AREAS

3.07.620 *Actions and Investments in Centers, Corridors, Station Communities and Main Streets*

(a) In order to be eligible for a regional investment in a Center, Corridor, Station Community or Main Street, or a portion thereof, a city or county shall take the following actions:

- (1) Establish a boundary for the Center, Corridor, Station Community or Main Street, or portion thereof, pursuant to subsection (b);*
- (2) Perform an assessment of the Center, Corridor, Station Community or Main Street, or portion thereof, pursuant to subsection (c); and*
- (3) Adopt a plan of actions and investments to enhance the Center, Corridor, Station Community or Main Street, or portion thereof, pursuant to sub(d).*

Response: The Town Center boundaries have been established and recognized by Metro’s Urban Growth Management Functional Plan Title 6 Map of Centers, Corridors, Station Communities and Main Streets, Adopted Boundaries. The Wilsonville Town Center Plan (“Plan”) is consistent with Title 6’s purpose because: (a) it is intended to revitalize Wilsonville’s Town Center as “the heart of Wilsonville” as stated in the vision statement; and (b) Metro invested regional planning resources through a Community Planning and Development grant to fund the Plan. The following findings are in support of the Plan, which included an assessment of the center and a plan of actions and investments in response to opportunities and needs found within Town Center.

(b) The boundary of a Center, Corridor, Station Community or Main Street, or portion thereof, shall:

- (1) Be consistent with the general location shown in the RFP except, for a proposed new Station Community, be consistent with Metro’s land use final order for a light rail transit project;*
- (2) For a Corridor with existing high-capacity transit service, include at least those segments of the Corridor that pass through a Regional Center or Town Center;*
- (3) For a Corridor designated for future high-capacity transit in the RTP, include the area identified during the system expansion planning process in the RTP; and*

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(4) *Be adopted and may be revised by the city council or county board following notice of the proposed boundary action to the Oregon Department of Transportation and to Metro in the manner set forth in subsection (a) of section 3.07.820 of this chapter.*

Response: The boundaries of the Town Center were adopted by the Wilsonville City Council in Ordinance No. 55. They are consistent with, and shown on, the 2040 Growth Concept Map of Metro's Regional Framework Plan. Metro defines a Town Center as a focal area for growth that provides services to tens of thousands within a two- to three-mile radius and typically includes one- to three-story buildings for employment and housing. Wilsonville's Town Center will be focal area of a mix of uses, community destinations, and urban amenities serving Wilsonville's entire population of approximately 25,000 residents. Metro also identifies the Wilsonville Town Center as a Regional Pedestrian District and Bicycle District in the 2014 Regional Active Transportation Plan. The Plan includes map and code recommendations intended to support active transportation, including a future pedestrian bridge across I-5, the project already included in the City of Wilsonville's Transportation System Plan.

(c) *An assessment of a Center, Corridor, Station Community or Main Street, or portion thereof, shall analyze the following:*

- (1) *Physical and market conditions in the area;*
- (2) *Physical and regulatory barriers to mixed-use, pedestrian-friendly and transit-supportive development in the area;*
- (3) *The city or county development code that applies to the area to determine how the code might be revised to encourage mixed-use, pedestrian-friendly and transit-supportive development;*
- (4) *Existing and potential incentives to encourage mixed-use pedestrian friendly and transit-supportive development in the area; and*
- (5) *For Corridors and Station Communities in areas shown as Industrial Area or Regionally Significant Industrial Area under Title 4 of this chapter, barriers to a mix and intensity of uses sufficient to support public transportation at the level prescribed in the RTP.*

Response: An assessment of the Center has been completed, including an Existing Conditions Report for the Town Center, which summarized the key considerations impacting existing and future development in the Town Center.

The Existing Conditions Report analyzed opportunities and constraints in the following sections:

- Land Use and Regulatory Conditions, including relevant sections of the Development Code and Comprehensive Plan;
- Infrastructure, including stormwater, sewer and water infrastructure;
- Natural Resources and Systems, including slope or grade, tree canopy density, wetland areas, and streams, rivers and waterways systems;

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- Multimodal Transportation Conditions, including transit, bicycle, and pedestrian network in Wilsonville Town Center; and
- Market Conditions, including population growth, commute patterns, existing and potential market demand for retail, office and residential markets.

In addition to the Existing Conditions Report, a Development Feasibility Analysis was prepared by Leland Consulting Group, which assessed development options for economic feasibility and tested various development prototypes and effectiveness of different building forms, zoning codes, financial incentives, and other tools. As part of the plan, new development code and design guidelines were also completed to implement the Town Center vision as a walkable, mixed-use hub and heart of the community.

(d) A plan of actions and investments to enhance the Center, Corridor, Station Community or Main Street shall consider the assessment completed under subsection (c) and include at least the following elements:

- (1) Actions to eliminate, overcome or reduce regulatory and other barriers to mixed-use, pedestrian-friendly and transit-supportive development;*

Response: As stated above, the Existing Conditions Report identified applicable regulatory conditions, including barriers to mixed-use, pedestrian-friendly and transit-supportive development, in Wilsonville Town Center. The Plan has an implementation plan, which includes regulatory actions and amendments to reduce and overcome regulatory barriers within the Comprehensive Plan and Development Code. Regulatory actions include a new Comprehensive Plan designation, new mixed use development code and design guidelines, new implementation and placemaking programs, and revisions to other city plans or regulations to support strategies necessary to implement the Master Plan, such as infrastructure investments, parking strategies, placemaking strategies, economic development strategies, and transit investments.

- (2) Revisions to its comprehensive plan and land use regulations, if necessary, to allow:*

(A) In Regional Centers, Town Centers, Station Communities and Main Streets, the mix and intensity of uses specified in section 3.07.640; and

(B) In Corridors and those Station Communities in areas shown as Industrial Area or Regionally Significant Industrial Area in Title 4 of this chapter, a mix and intensity of uses sufficient to support public transportation at the level prescribed in the RTP;

Response: The Implementation Strategies section of the Plan includes amendments to the Wilsonville Comprehensive Plan to change the designation for parcels within the Plan boundary currently designated commercial, residential, and public lands to a new Comprehensive Plan designation of Town Center. The recommended designation includes a purpose statement and policies and is necessary to

WILSONVILLE TOWN CENTER PLAN

implement the vision developed through this planning effort. There is currently no town center designation within the existing Comprehensive Plan.

The Plan also includes amendment to the Wilsonville Development Code to include a new Town Center (TC) zoning district and new site and building design standards. This will include changing the existing Planned Development Commercial Town Center (PDC-TC) and Planned Development Residential (PDR) zoning designations within the Town Center boundary to Town Center (TC), a new zoning district with four sub-districts – Main Street, Neighborhood-Mixed Use, Mixed Use, and Commercial Mixed Use. The new site and building design standards in the new TC zone will provide specific design requirements for each of these sub-districts related to building location, height and design, and parking provisions (surface and structured) in order to set the stage for development consistent with the community's vision for Town Center.

(3) Public investments and incentives to support mixed-use pedestrian friendly and transit-supportive development; and

Response: The implementation strategy for the Plan identifies investments in infrastructure, including roads, sewer, water, stormwater, and parks. The parks and roads investments will aim to increase the multi-modal use of the Town Center. Infrastructure projects identified in the Plan include:

- I-5 Bike/Pedestrian Bridge Gateway: The City is in the process of designing a bike/pedestrian bridge over I-5 that will connect the northwest corner of Town Center to the existing transit center and development on the west side of I-5.
- Park Place Redesign (Town Center Loop to northern edge of Town Center Park): The recommended future design for this section of Park Place includes two travel lanes, buffered bike lanes, and wide sidewalks.
- Park Place Redesign (Town Center Park to Courtside Drive): This section of Park Place becomes an extension of Town Center Park. Constructed as a curbless street that can be closed during events in Town Center Park, a farmers market, or other civic use.
- Park Place Extension (Courtside Drive to Wilsonville Road): Extending Park Place provides opportunities to create a walking retail corridor, gathering spaces, and placemaking programs for Town Center.
- Courtside Drive Improvements (Park Place to Town Center Loop E.): Improvements to this section of roadway are primarily striping for the cycle track and for on street parking on the south side of Courtside Drive.
- Courtside Drive Extension (Park Place East to Town Center Loop W.): This project would extend Courtside Drive to the west to Town Center Loop W., providing increased connectivity to the western portion of town center, an area envisioned to redevelop with a more diverse mix of uses.

WILSONVILLE TOWN CENTER PLAN

- Wilsonville Road Intersection Modifications: Recommended improvements along Wilsonville Road are designed to address, to the greatest degree practicable, existing capacity issues and implementation of the desired multi-modal form as recommended in this plan.
- Town Center Loop W. Modifications: The focus of this project is to make Town Center Loop W. more pedestrian and bicycle friendly, help redistribute through traffic, and reduce congestion at the Wilsonville Road/Town Center Loop W. intersection.
- Local Road Network: As part of private development, additional local connections will be added to create a more walkable and accessible Town Center neighborhood.
- Park Place Promenade Redesign: The Park Place Promenade redesigns Park Place between Town Center Loop W. and Courtside Drive to eliminate it as a vehicular route and create a linear park feature that provides bicycle and pedestrian access and a location for future temporary events such as festivals or a farmers market.
- Cycle tracks: Several sections of two-way cycle tracks are identified in the Master Plan, including the Bike/Pedestrian Bridge to Town Center Park, Town Center Park to Courtside Drive, Town Center Park to Town Center Loop E. (Courtside Drive Segment), and Town Center Loop E to Wilsonville Road.
- Promenade: The Promenade is a linear park located north of the existing Fry's building, providing a multi-modal connection between the I-5 bike/pedestrian bridge landing and the two-way cycle track on Park Place.

In addition to the public infrastructure improvements for increased multimodal use, the Plan identified transit investments and strategies specifically to increase the use of mass transit.

- Develop a Transit Shelter Adoption Program to improve the aesthetics of the transit shelters.
- Develop a land use code in the Town Center Development Code Amendments that is focused on pedestrian and transit-oriented development.
- Improve Transit Connections: Supporting bike infrastructure near transit stops; position bus stops at popular destinations to reduce last mile travel; potentially allow buses to use the future I-5 bike/pedestrian bridge, and work with private alternative transportation companies when public transit is not an option.
- Work to develop vehicles and infrastructure for transit that has unique identifiers for the Town Center.
- Increase transit service and accessibility over time.

(4) *A plan to achieve the non-SOV mode share targets, adopted by the city or county pursuant to subsections 3.08.230(a) and (b) of the RTFP, that includes:*

WILSONVILLE TOWN CENTER PLAN

(A) *The transportation system designs for streets, transit, bicycles and pedestrians consistent with Title 1 of the RTFP;*

(B) *A transportation system or demand management plan consistent with section 3.08.160 of the RTFP; and*

(C) *A parking management program for the Center, Corridor, Station Community or Main Street, or portion thereof, consistent with section 3.08.410 of the RTFP.*

Response: The Plan addresses single-occupancy vehicle mode share by working to increase the availability, safety, and experience of other modes of transportation, as well as discouraging the attractiveness of accessing the town center by car. Parking strategies will aim to locate parking away from the pedestrian areas and ensure off-street parking is not the driving factor in how land is used within the town center. The transportation system design includes transit investments and strategies to improve transit connections, including supporting bike infrastructure, repositioning bus stops at popular destinations, and considering allowing bus access over the I-5 bike/pedestrian bridge. Unique transit infrastructure for the Town Center and increased transit service and accessibility were also identified in the implementation plan. The Town Center Plan does not include a transportation demand management (TDM) program per se, although the Plan recommends developing a parking management plan, which could include TDM strategies. The Plan also recommends parking reductions for some types of projects described in implementation measure PA.2, including the development of a transportation management association to coordinate district-wide efforts in reducing parking demand. However, the plan and vision are intended to create much stronger identity and cohesion for the Town Center than is present today. This will help set the stage for the future, should an effort be launched to discuss TDM strategies for the Town Center.

(e) *A city or county that has completed all or some of the requirements of subsections (b), (c), and (d) may seek recognition of that compliance from Metro by written request to the COO.*

Response: As identified in the responses above, the City of Wilsonville has completed all of the requirements of subsections (b), (c) and (d). The City is not seeking recognition of that compliance by Metro.

(f) *Compliance with the requirements of this section is not a prerequisite to:*

(1) *Investments in Centers, Corridors, Station Communities or Main Streets that are not regional investments; or*

(2) *Investments in areas other than Centers, Corridors, Station Communities and Main Streets.*

Response: The City's intent is for the Plan to guide and direct investments in Town Center through local public funding, private development, and public/private partnerships to construct the desired

WILSONVILLE TOWN CENTER PLAN

infrastructure investments. The City will also use the recommendations and implementation strategies identified in the Plan to pursue regional, state and federal funding for infrastructure investments. The City's investments in other areas of Wilsonville are guided by other planning documents, all under the umbrella of the Comprehensive Plan.

3.07.630 Eligibility Actions for Lower Mobility Standards and Trip Generation Rates

(a) A city or county is eligible to use the higher volume-to-capacity standards in Table 7 of the 1999 Oregon Highway Plan when considering an amendment to its comprehensive plan or land use regulations in a Center, Corridor, Station Community or Main Street, or portion thereof, if it has taken the following actions:

- (1) Established a boundary pursuant to subsection (b) of section 3.07.620; and*
- (2) Adopted land use regulations to allow the mix and intensity of uses specified in section 3.07.640.*

Response: The city has evaluated transportation impacts for the Town Center Plan using the mobility standards and trip generation rates that are consistent with the adopted Wilsonville Transportation System Plan. No changes for different standards are proposed This section is not applicable.

(b) A city or county is eligible for an automatic reduction of 30 percent below the vehicular trip generation rates reported by the Institute of Traffic Engineers when analyzing the traffic impacts, pursuant to OAR 660-012-0060, of a plan amendment in a Center, Corridor, Main Street or Station Community, or portion thereof, if it has taken the following actions:

- (1) Established a boundary pursuant to subsection (b) of section 3.07.620;*
- (2) Revised its comprehensive plan and land use regulations, if necessary, to allow the mix and intensity of uses specified in section 3.07.640 and to prohibit new auto-dependent uses that rely principally on auto trips, such as gas stations, car washes and auto sales lots; and*
- (3) Adopted a plan to achieve the non-SOV mode share targets adopted by the city or county pursuant to subsections 3.08.230 (a) and (b) of the RTFP, that includes:*
 - (A) Transportation system designs for streets, transit, bicycles and pedestrians consistent with Title 1 of the RTFP;*
 - (B) A transportation system or demand management plan consistent with section 3.08.160 of the RTFP; and*

Response: This section is not applicable.

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(c) *A parking management program for the Center, Corridor, Station Community or Main Street, or portion thereof, consistent with section 3.08.410 of the RTP.*

Response: The implementation section of the Plan includes a list of parking strategies to be utilized with future development in the Town Center. The Plan includes a parking analysis and direction to develop a Town Center Parking Management Plan in the future.

3.07.640 Activity Levels for Centers, Corridors, Station Communities and Main Streets

(a) *A Centers, Corridors, Station Communities and Main Streets need a critical number of residents and workers to be vibrant and successful. The following average number of residents and workers per acre is recommended for each:*

- (1) *Central City - 250 persons*
- (2) *Regional Centers - 60 persons*
- (3) *Station Communities - 45 persons*
- (4) *Corridors - 45 persons*
- (5) *Town Centers - 40 persons*
- (6) *Main Streets - 39 persons*

Response: The Wilsonville Town Center will have a high density of residents and workers with the new land use. Wilsonville Town Center is about 100 acres in size. As shown in the Table 1, the new persons per acre will be approximately 84.51 (8,451 people in 100 acres) at full project buildout (40-year planning horizon).

Table 1. Potential Future Development by Land Use Type in Town Center¹

	Commercial	Retail	Office	Residential	Total
Projected People	1,000	740	2,880	1,680 units (3,831 people) ²	8,451 people

(b) *Centers, Corridors, Station Communities and Main Streets need a mix of uses to be vibrant and walkable. The following mix of uses is recommended for each:*

- (1) *The amenities identified in the most current version of the State of the Centers: Investing in Our Communities, such as grocery stores and restaurants;*

¹ From Table 3.1 in Wilsonville Town Center Plan

² Assumes 2.28 people per household, based on 2010 US Census data for Wilsonville.

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- (2) *Institutional uses, including schools, colleges, universities, hospitals, medical offices and facilities;*
- (3) *Civic uses, including government offices open to and serving the general public, libraries, city halls and public spaces.*

Response: The Plan creates new land use districts that establish urban form and land uses to implement the Town Center vision. Within each district, a different combination of land uses and building scales are allowed. Uses for the Main Street sub-district will include mixed-use buildings, apartments and local retail and restaurants. The commercial-mixed use district, located closest to I-5, will include a mix of office, entertainment, hospitality, civic and residential uses. The Mixed Use sub-district will have residential, retail, office and service uses. The Neighborhood-Mixed Use sub-district, along the easternmost edge of the Town Center, will be a mix of townhomes and small-scale commercial businesses. The State of our Centers identifies a number of private and public amenities for the Wilsonville Town Center. Each of these will be allowed in at least one of the districts within the Town Center zone.

(c) *Centers, Corridors, Station Communities and Main Streets need a mix of housing types to be vibrant and successful. The following mix of housing types is recommended for each:*

- (1) *The types of housing listed in the “needed housing” statute, ORS 197.303(1);*
- (2) *The types of housing identified in the city’s or county’s housing need analysis done pursuant to ORS 197.296 or statewide planning Goal 10 (Housing); and*
- (3) *Accessory dwellings pursuant to section 3.07.120 of this chapter.*

Response: Housing, especially medium and high-density housing, will be allowed within all the districts within the new Town Center zone. The Neighborhood-Mixed Use sub-district on the east side of the Town Center will provide a mix of housing types which will help transition to the single-family housing which exists just east of the Town Center. The potential future development for the Town center is estimated to be about 1,680 residential units within the next 40 years, with about 881 residential units provided in the next 20 years. Currently, 79 units exist within the Town Center. This will provide a strong response to the needed housing for the area, which was identified in the Existing Conditions Report.

3.07.650 *Centers, Corridors, Station Communities and Main Streets Map*

(a) *The Centers, Corridors, Station Communities and Main Streets Map is incorporated in this title and is Metro’s official depiction of their boundaries. The map shows the boundaries established pursuant to this title.*

Response: The Wilsonville Town Center boundaries are identified in the current Centers, Corridors, Station Communities and Main Streets Map.

WILSONVILLE TOWN CENTER PLAN

(b) A city or county may revise the boundary of a Center, Corridor, Station Community or Main Street so long as the boundary is consistent with the general location on the 2040 Growth Concept Map in the RFP. The city or county shall provide notice of its proposed revision as prescribed in subsection (b) of section 3.07.620.

Response: The City is not requesting a revision of the boundary of the Wilsonville Town Center; therefore, this requirement does not apply.

(c) The COO shall revise the Centers, Corridors, Station Communities and Main Streets Map by order to conform the map to establishment or revision of a boundary under this title.

Response: This section is not applicable.

WILSONVILLE TOWN CENTER PLAN

COMPLIANCE WITH WILSONVILLE COMPREHENSIVE PLAN AMENDMENT STANDARDS

INTRODUCTION

The Wilsonville Comprehensive Plan establishes how Plan amendments may be initiated and reviewed by the City. The guiding text is in the Introduction section, pages Intro 7-8. The standards for amendments are listed below in bold, italic type, followed by findings.

PLAN POLICY REVIEW

Standards for approval of Plan Amendments

In order to grant a Plan amendment, the City Council shall, after considering the recommendation of the Development Review Board (quasi-judicial) or Planning Commission (legislative), find that:

- a. **The proposed amendment is in conformance with those portions of the Plan that are not being considered for amendment.**

Applicable Policies and Implementation Measures	Compliance Findings
Citizen Involvement	
<p>Policy 1.1.1 The City of Wilsonville shall provide opportunities for a wide range of public involvement in City planning programs and processes.</p> <p>Policy 1.2.1 The City of Wilsonville shall provide user-friendly information to assist the public in participating in City planning programs and processes.</p> <p>Policy 1.3 The City of Wilsonville shall coordinate with other agencies and organizations involved with Wilsonville's planning programs and policies.</p>	<p>Please see the public information tools and processes listed under Findings for Statewide Planning Goal 1, Citizen Involvement.</p> <p>Two informational sessions and six work sessions were held with the Planning Commission. Six work sessions were held with the City Council. Two join work sessions were held with the Planning Commission and City Council. Public comment opportunities were available at every meeting. The Planning Commission had extensive and productive informal discussions with the participating public.</p> <p>Through the work session, public notification, website and public hearing schedule, the City has encouraged the participation of a wide variety of individuals</p>

WILSONVILLE TOWN CENTER PLAN

	representing the groups listed above. Meeting notices were sent to 62 property owners in and within 250 feet of Town Center. Additional notice was posted in the Library, Community Center and City Hall and was published in the Wilsonville Spokesman.
Urban Growth Management	
<p>Policy 2.1.1. The City of Wilsonville shall support the development of all land within the City, other than designated open space lands, consistent with the land use designations of the Comprehensive Plan.</p> <p>Policy 2.2.1. The City of Wilsonville shall plan for the eventual urbanization of land within the local planning area, beginning with land within the Urban Growth Boundary.</p>	The Town Center Plan is a key step toward fulfillment of these policies for the Town Center.
Public Facilities and Services	
<p>Policy 3.1.1 The City of Wilsonville shall provide public facilities to enhance the health, safety, educational, and recreational aspects of urban living.</p> <p>Policy 3.1.2 The City of Wilsonville shall provide, or coordinate the provision of, facilities and services concurrent with need (created by new development, redevelopment, or upgrades of aging infrastructure).</p> <p>Policy 3.1.3 The City of Wilsonville shall take steps to assure that the parties causing a need for expanded facilities and services, or those benefiting from such facilities and services, pay for them.</p> <p>Policy 3.1.4 The City of Wilsonville shall continue to operate and maintain the wastewater treatment plant and system in conformance with federal, state, and regional water quality standards.</p> <p>Policy 3.1.6 The City of Wilsonville shall continue a comprehensive water conservation program to make effective use of the water infrastructure, source water supply and treatment processes.</p> <p>Policy 3.1.7 The City of Wilsonville shall maintain an accurate user demand profile to account for actual and anticipated demand conditions in order to assure an adequately sized water system.</p> <p>Policy 3.1.8 The City of Wilsonville shall coordinate distribution system improvements with other CIP projects, such as roads, wastewater, and storm water, to save construction costs and minimize public impacts during construction.</p>	Please see the public information tools and processes listed under Findings for Statewide Planning Goal 8, Recreational Needs and Goal 11, Public Facilities and Services.

WILSONVILLE TOWN CENTER PLAN

<p>Policy 3.1.7 The City of Wilsonville shall develop and maintain an adequate storm drainage system. However, where the need for new facilities is the result of new development, the financial burden for drainage system improvements shall remain primarily the responsibility of developers. The City will use systems development charges, user fees, and/or other funding sources to construct facilities to improve storm water quality and control the volume of runoff.</p> <p>Policy 3.1.8 The City of Wilsonville shall continue to coordinate planning for fire safety with the Tualatin Valley Fire and Rescue District.</p> <p>Policy 3.1.11 The City of Wilsonville shall conserve and create open space throughout the City for specified objectives including park lands.</p>	
<p>Transportation</p>	
<p>Policy 3.2.1 To provide for safe and efficient vehicular, transit, pedestrian and bicycle access and circulation.</p> <p>Policy 3.2.2 To provide for a mix of planned transportation facilities and services that are sufficient to ensure economical, sustainable and environmentally sound mobility and accessibility for all residents and employees in the city.</p> <p>Policy 3.2.3 If adequate regional transportation services, including I-5 interchange modification or additions, and high capacity public transportation, cannot be provided, then the City shall reevaluate and reduce the level of development and/or timing of development anticipated by other elements of this Plan. Such reductions shall be consistent with the capacity of the transportation system at the time of re-evaluation.</p> <p>Policy 3.3.1 The City shall provide facilities that allow people to reduce reliance on single occupant automobile use, particularly during peak periods.</p> <p>Policy 3.3.2 The City shall work to improve accessibility for all citizens to all modes of transportation.</p> <p>Policy 3.4.2 The City will work with ODOT, Metro and neighboring communities to maintain the capacity of I-5 through a variety of techniques, including requirements for concurrency, continued development of a local street network within and connecting cities along I-5, access management, and completion of targeted improvements on I-5 such as auxiliary lanes, improvements at interchanges, etc.</p> <p>Policy 3.5.1 Develop and maintain a transportation system that balances land use and transportation needs in a manner that enhances the livability and economic vitality of the city.</p>	<p>The Transportation section of the Town Center Plan provides a highly-connected network of streets, pedestrian ways, and bicycle circulation.</p> <p>SMART service is planned to expand and intensify in the Town Center area.</p> <p>Street design and residential design standards will support active and comfortable walking routes in the Town Center, and reduced parking will be balanced by an increased multimodal network and transit options.</p> <p>Together, these measures cited above are expected to reduce reliance on automobile use, promote livability, and balance land use and transportation needs.</p> <p>The transportation analysis completed for the Plan (Appendix B of the Plan) showed that there would be no adverse impacts to I-5. See also findings for Statewide Planning Goal 12, Transportation within this document.</p>

WILSONVILLE TOWN CENTER PLAN

<p>Policy 3.5.2 Review all land use/development proposals with regards to consistency with the TSP transportation impacts.</p> <p>Policy 3.5.3 Provide for an adequate system of local roads and streets for access and circulation within I-5 Interchange Management Areas that minimize local traffic through the interchanges and on the interchange cross roads.</p>	
Land Use and Development	
<p>Policy 4.1.1 The City of Wilsonville shall make land use and planning decisions to achieve Goal 4.1.</p> <p>Policy 4.1.4 The City of Wilsonville shall provide opportunities for a wide range of housing types, sizes, and densities at prices and rent levels to accommodate people who are employed in Wilsonville.</p>	<p>Please see Findings for Statewide Goal 10 Housing. The Town Center fulfills, in part, the denser housing component of the City's overall diversity of housing opportunities by adding up to 1,680 dwelling units at full buildout.</p> <p>The Town Center Plan includes provisions for public and private open space. Design standards are included to protect the character and ensure cohesion within the area.</p>

OTHER STANDARDS RELATED TO COMPREHENSIVE PLAN COMPLIANCE

b. The granting of the amendment is in the public interest.

FINDINGS: The Plan has been developed with extensive public outreach throughout the process. The process was guided by a Task Force that included representation from Wilsonville's residents, community advocates, small and large businesses, land owners, and neighborhood groups. The Planning Commission and City Council were also involved at key points throughout the planning process.

c. The public interest is best served by granting the amendment at this time.

FINDINGS: The public engagement process encouraged community members to identify their priorities for Town Center. Several prominent themes emerged during the community kickoff, stakeholder meetings, and online outreach. Using these priorities as foundational elements, the Wilsonville community, Town Center Task Force, Planning Commission and City Council developed the Town Center Vision, Goals and Measures of Success to guide future development concepts for Town Center and the implementation strategies in the Plan. The strong consensus developed during the Town Center planning process is best served by adopting the proposed plan and moving forward to implementation.

WILSONVILLE TOWN CENTER PLAN

d. The following factors have been adequately addressed in the proposed amendment:

- the suitability of the various areas for particular land uses and improvements;
- the land uses and improvements in the area;
- trends in land improvement;
- density of development;
- property values;
- the needs of economic enterprises in the future development of the area;
- transportation access;
- natural resources; and
- the public need for healthful, safe and aesthetic surroundings and conditions.

FINDINGS: The Plan was developed after a thorough identification of existing issues and needs were identified. The Existing Conditions Report (see Appendix F) identified land uses, regulatory conditions, transportation needs, economic development potential, and existing natural resources. The Development Feasibility Analysis (see Appendix C of the Plan) examined a number of different inputs to test the financial feasibility of various types of real estate development in the Town Center, including program (site size, number of units, etc.), timing, hard and soft costs, operating revenue and expenses, and return on investment. In addition, the analysis studies existing multifamily and mixed use projects in Wilsonville and nearby cities to understand the performance of the projects, including what assistance the jurisdictions gave to increase development feasibility.

e. Proposed changes or amendments to the Comprehensive Plan do not result in conflicts with applicable Metro requirements.

FINDINGS: Please see findings regarding compliance with Metro Title 6.

COMPLIANCE WITH ZONE TEXT AMENDMENT CRITERIA

Section 4.197 of the Wilsonville zoning code establishes the criteria for amendment of the zoning text. Those criteria are:

- 1. That the application was submitted in compliance with the procedures set forth in Section 4.008; and***
- 2. The amendment substantially complies with all applicable goals, policies and objectives set forth in the Comprehensive Plan; and***
- 3. The amendment does not materially conflict with, nor endanger, other provisions of the text of the Code; and***
- 4. If applicable, the amendment is in compliance with Statewide Land Use Planning Goals and related administrative rules; and***

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5. If applicable, the amendment is necessary to ensure that the City's Land Use and Development Ordinance complies with mandated requirements of State or Federal laws and/or statutes.

FINDINGS: All procedures required by the code have been followed. The compliance with the Comprehensive Plan is documented in this Findings Report. A comprehensive review of the Wilsonville text has been conducted and there are no conflicts; minor codification amendments have been proposed to ensure consistency. The proposal's compliance with the Statewide Planning Goals is also documented in this Findings Report. Other than Oregon's land use statutes, no other State or Federal laws or statutes have been identified as applicable.

The criteria for a zone text amendment are met.

The Year 2000 Plan

an Urban Renewal Plan & Program of the City of Wilsonville, Oregon

(Appendix D)



Plan Duration

1990-2023

Creekside Woods Senior Housing



Major Projects Completed

Streets & Streetscapes

- ✓ Wilsonville Road Improvements including undergrounding utilities
- ✓ Boones Ferry Road
- ✓ Memorial Drive
- ✓ Canyon Creek Road North
- ✓ Courtside Drive
- ✓ 5th to Kinsman
- ✓ Boeckman Road Corridor Project
- ✓ Boeckman Bike/Ped Imprvmnts.
- ✓ Misc. Streetscape, Signals

Parks & Recreation

- ✓ Boozier/Murase Land Acquisition
- ✓ Stein-Boozier Barn Imprvmnts.
- ✓ City Hall Site Acquisition
- ✓ Town Center Park
- ✓ Murase Plaza

School Partnerships

- ✓ Wilsonville HS Gymnasium
- ✓ High School Public Facilities
- ✓ High School Girls' Field Imprvmnts.
- ✓ I-5 Underpass Enhancements

Facilities & Planning

- ✓ City Hall
- ✓ Creekside Woods Senior Housing
- ✓ Sewer Plant Upgrade
- ✓ Town Center Concept Planning

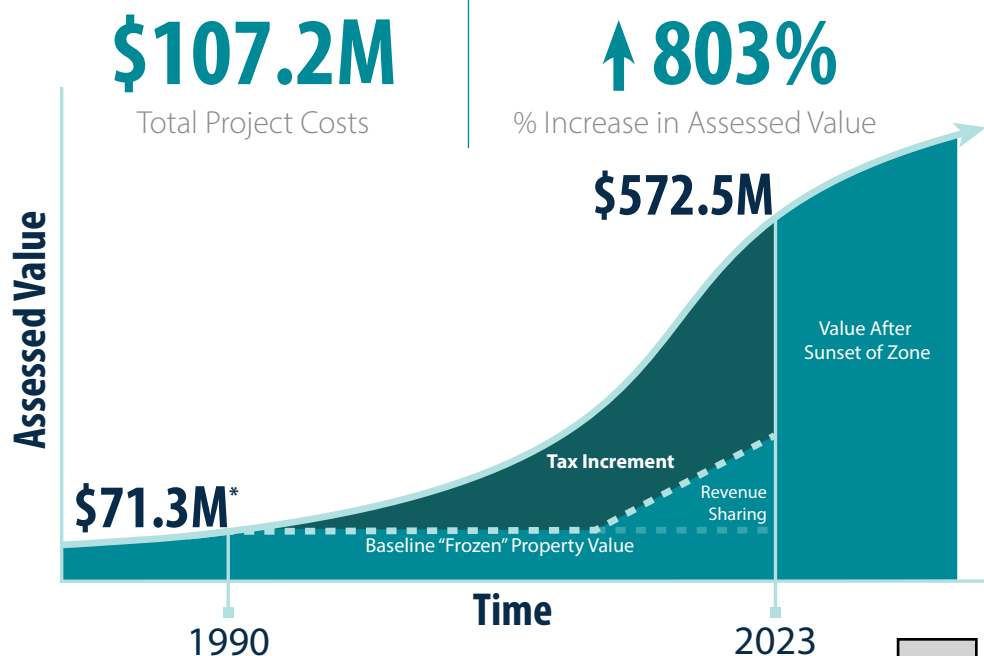
Mission Accomplished

According to the Year 2000 Urban Renewal Plan document from 1990,

"The most critical conditions of blight ... [were] related to long-term water supply, waste water treatment capacity, water delivery system, lack of a comprehensive storm drainage system, and the existence of an inadequate and substandard street and transportation system. [Such blight] inhibit[ed] and in some cases prohibit[ed] the timely development of tax-paying property by the private sector."

Over 33 years, strategic investments made under the Plan addressed these blighted conditions, buoying property values and livability while supporting new industrial, commercial, and residential development.

By The Numbers



* The "frozen" base of \$71.3M is inflation-adjusted using CPI. The original "True Cash Value" basis for Oregon property taxation in 1989-90, for the plan Area was \$30.3M.



Town Center Park



Canyon Creek Road



Wilsonville Road



5th to Kinsman



I-5 Underpass Enhancement



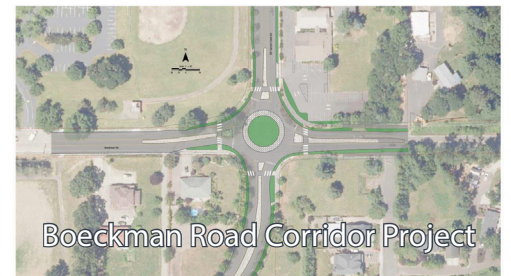
Wastewater Treatment Plant



Stein-Boozier Barn

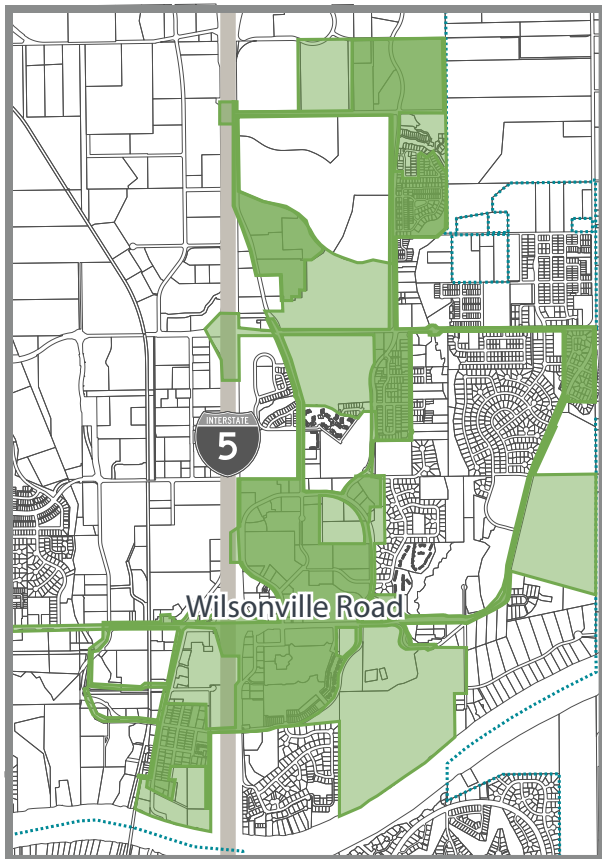


Wilsonville HS Gymnasium



Boeckman Road Corridor Project

Area Boundary*



Tools for Success

Revenue Sharing

Beginning in 2003 the City began removing parcels from the district in order to limit tax increment collections to approximately \$4 million per year. After FY 2010 the law changed and allowed the City to certify less than 100% of the available taxes and has limited tax increment to \$4 million ever since. This allows taxing districts to enjoy the benefits of urban renewal before the plan sunsets.

Partnerships with Taxing Districts

The City adopted the practice of "consult and confer" before it was written into statute. Affected taxing districts are partners and collaborators. As noted on the project list, several projects were completed in partnership with the School District to enhance livability and support development and student population growth.

Public Engagement

Wilsonville's use of urban renewal is guided by the Urban Renewal Task force, comprised of residents, affected taxing districts, land owners, developers, and area businesses.

Wilsonville has also adopted the practice of consulting the electorate through an advisory vote before the adoption of any new urban renewal plan in the City.

* The entire shaded area in the map represents the original area boundary. The lighter areas are those that were "released" over the life of the plan in order to share tax increment revenue with overlapping taxing districts.

For Additional Information:

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Economic Development Manager // 503.570.1516
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CITY OF WILSONVILLE BALLOT MEASURE _____

CAPTION (10-word maximum):

Advisory vote on forming a Town Center urban renewal district.
(10 words)

QUESTION (20-word maximum):

Shall an urban renewal district be formed to fund infrastructure and facilitate new development in Town Center?
(17 words)

SUMMARY (175-word maximum):

An urban renewal district in Town Center would use tax increment financing (TIF) to stimulate walkable, private development as envisioned in the 2019 Town Center Plan.

TIF IS NOT A NEW TAX OR TAX INCREASE. TIF revenues are generated from new development, redevelopment and the annual property tax increases that happen with or without an urban renewal district. Urban renewal is a financing program that allows for the concentrated use of these tax revenues to facilitate economic growth and community vitality in designated areas of a city.

The following types of projects may be included in the Town Center urban renewal plan. Other projects may be added over the 30-year life of the plan.

- Construction of a new Main Street to establish a city center
- Bicycle and pedestrian improvements, including a bridge over I-5.
- Parks, green spaces and public gathering spaces
- Wilsonville Road intersection pedestrian safety improvements
- Construction of local streets in partnership with private developers to provide greater connectivity, safety, and the infrastructure necessary to promote development
- Relocating undergrounding utilities where needed

(173 words)

EXPLANATORY STATEMENT (500-word maximum):

In 2019, the City Council adopted the Town Center Plan after a thorough and equitable two-year community outreach campaign that included over one hundred community events and three thousand participants in polls and surveys. The community expressed its desire for a dynamic, walkable, diverse, and engaging community and commercial hub. The Town Center Plan reflects those desires.

Today's large parking lots and disconnected streets, sidewalks, and bicycle facilities are barriers to the Town Center becoming the vibrant place desired by our community. Transforming Town Center requires public investment in infrastructure and placemaking projects to make future private development occur.

A 2022 city study indicated that forming an urban renewal (Tax Increment Financing or TIF) district would be the most viable and substantial funding source for needed infrastructure to make the Town Center Plan come to life.

Urban Renewal/TIF is NOT A NEW TAX OR TAX RATE INCREASE. All taxing districts continue receiving taxes based on the assessed values of properties at the time an urban renewal district is formed. Once a district is formed, the future taxes from typical three-percent annual property tax increases, new development and redevelopment within the boundary will go to the urban renewal agency fund. The fund finances projects that provide the placemaking and infrastructure improvements that spur further private development.

The total cost for projects needed to implement the Town Center Plan is estimated at \$190.4 million (in 2023 dollars). The funding and completion of these projects happens over the estimated 30-year life of the district. Creating an urban renewal district would generate about half of the funding needed. Other funding sources may include developer contributions, system development charges, operational funds, and grants.

Only projects located within the specific boundaries of an urban renewal district can be funded through this plan. The projects proposed for a Town Center Urban Renewal District are intended to provide greater pedestrian, bicycle and auto transportation safety and connectivity, plazas and green spaces, utility infrastructure, parking solutions, and projects to spur private development. These projects are forecasted to result in private investment that would increase the assessed value of property within the proposed urban renewal district from approximately \$200 million to nearly \$2 billion over the life of the district, thereby

increasing future property tax revenue for the City of Wilsonville and other taxing districts within the boundary after the district closes.

The preliminary project list includes the projects listed in the summary above.

The anticipated urban renewal district boundary includes the area adjacent to and within Town Center Loop. This boundary may be modified slightly if an urban renewal plan is created.

This ballot measure is an advisory vote to the City Council. If this measure passes, the City Council intends to finalize the final project list, define the district boundary, and determine the maximum spending limit for the urban renewal district. If the measure fails, the Council might forego the District's formation, delaying or precluding the realization of the community's vision for Town Center.

(496 words)

RESOLUTION NO. 2549**RESOLUTION REFERRING TO THE VOTERS WHETHER A COFFEE CREEK URBAN RENEWAL DISTRICT SHOULD BE FORMED.**

WHEREAS, in 2002, METRO added the Coffee Creek Industrial Area into the Urban Growth Boundary with the designation of Regionally Significant Industrial Area (RSIA);

WHEREAS, in 2007, the City of Wilsonville completed a master plan for the Coffee Creek Industrial Area and it envisions developing a new employment center in North Wilsonville for approximately 1,800 jobs with an estimated annual payroll of \$55 million at build out. New development is expected to serve general industrial, warehouse, flex, and research and development (R &D) functions; and

WHEREAS, public infrastructure projects needed to redevelop this area, including inflationary and financing costs, are estimated at \$130 million. The urban renewal contribution, or needed maximum indebtedness, is \$67 million. Other funding sources may include developer contributions, system development charges, operational funds, and grants. Only projects within the specific boundaries of an urban renewal district can be funded through urban renewal tax increment financing; and

WHEREAS, the primary projects for the proposed urban renewal plan include:

- Kinsman Road extension, including water, sewer and storm pipelines
- Day Road and sewer line improvements
- Ridder and Clutter Roads improvements and sewer pipeline
- Garden Acres Road improvements
- Java Road improvements (east-west connector)
- Grahams Ferry Road improvements, including water, sewer, and storm pipelines
- Fiber conduit
- Grahams Ferry Road Rail Undercrossing; and

WHEREAS, the proposed projects are intended to improve the transportation grid for freight mobility and industrial business development in the urban renewal area as well as adding

new street connections, bike and pedestrian connections, water, sewer and storm utilities, fiber conduit, and other associated utilities; and

WHEREAS, the urban renewal contribution to these projects is estimated at \$67 million, which, is projected to result in private investment that will increase the assessed value of the area from approximately \$62 million to approximately \$790 million over the life of the district. Once the Coffee Creek Industrial Area is developed, it will increase Wilsonville's tax base and other taxing districts within the District after the debt is paid off and the District is retired; and

WHEREAS, the anticipated urban renewal district boundary measures approximately 264 acres and generally includes the area south of Day Road, east of Grahams Ferry Road, north of the Clackamas County/Washington County boundary, and west of 95th Avenue. This boundary may be modified slightly if and when an urban renewal plan is created; and

WHEREAS, the intended results of the new district is job creation and a stronger economic base for the community; and

WHEREAS, state law limits the amount of land and assessed value that can be placed within urban renewal districts to 25 percent of the total land acreage and 25 percent of the assessed value of property within the City and the proposed Coffee Creek Urban Renewal District would not cause the state law limits to be exceeded; and

WHEREAS, the City Council finds the voters should be referred a ballot measure as to whether a Coffee Creek Urban Renewal District should be formed and has requested the City Attorney to prepare a ballot title for the measure for the Council to refer to the voters.

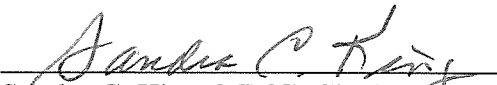
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the above recitals, incorporated by reference herein, the City Council refers to the voters of the City of Wilsonville for the November 2015 election a ballot measure as to whether a Coffee Creek Urban Renewal District shall be formed, a copy of the City Attorney prepared ballot title for the measure to be referred is marked Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
2. This Resolution shall be effective upon adoption and the ballot title shall be filed with the City elections officer forthwith.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of August, 2015, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, Mayor

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp - Yes
Councilor Starr - Yes
Councilor Fitzgerald - Yes
Councilor Stevens - Yes
Councilor Lehan - Yes

Exhibits:

Exhibit A – Ballot Measure

CITY OF WILSONVILLE BALLOT MEASURE _____

CAPTION (10-word maximum):

Vote on forming a Coffee Creek Urban Renewal District. (9 words)

QUESTION (20-word maximum):

Shall Coffee Creek Tax Increment Financing (Urban Renewal) District be formed to fund the district's streets, utilities, and infrastructure improvements? (20 words)

SUMMARY (175-word maximum):

Forming Coffee Creek Urban Renewal District is intended to use tax increment financing to stimulate private investment in underdeveloped areas designated for industrial redevelopment for a projected assessed value increase of approximately \$728 million.

Tax increment financing is a financing tool which uses taxes paid on increased property values within the district to fund construction of streets and other public infrastructure. Tax increment revenues come primarily from the increase in the taxable value on new construction and equipment.

These revenues are used to repay debt that is secured to fund infrastructure to support redevelopment, including:

- ♦ Kinsman, Day, Ridder, Clutter, Garden Acres, Java, and Grahams Ferry Road projects
- ♦ Water, sewer, and storm pipelines and storm detention associated with these road projects
- ♦ Fiber conduit
- ♦ Grahams Ferry Road rail undercrossing and storm outfall

If passed, an urban renewal plan defining district boundaries and specific proposals will be prepared for review and approval by the Planning Commission before adoption by the City Council. If fails, the district may not be formed.

(171 words)

EXPLANATORY STATEMENT (500-word maximum):

In 2002, Metro added the Coffee Creek Industrial Area into the Urban Growth Boundary with the designation of Regionally Significant Industrial Area (RSIA).

A master plan for the Coffee Creek Industrial Area was completed in 2007 that envisions development of a new employment center in North Wilsonville for approximately 1,800 jobs with an estimated annual payroll of \$55 million at build-out. New development is expected to serve general industrial, warehouse, flex, and research and development (R&D) functions.

Public infrastructure projects needed to redevelop this area, including inflationary and financing costs, are estimated at \$130 million. The urban renewal contribution, or needed maximum indebtedness, is \$67 million. Other funding sources may include developer contributions, system development charges, operational funds, and grants.

These public infrastructure projects are projected to result in private investment that will increase the assessed value of the proposed urban renewal district from approximately \$62 million to approximately \$790 million over the life of the district and increase property tax revenue for Wilsonville and other taxing agencies within the district after the debt is paid off and the district is retired.

Only projects located within the specific boundaries of an urban renewal district can be funded through urban renewal tax increment financing. The projects proposed for a Coffee Creek urban renewal area are intended to improve the transportation grid for freight mobility and industrial business development, and provide bike and pedestrian connections and needed utilities. These include:

- ♦ Kinsman, Day, Ridder, Clutter, Garden Acres, Java, and Grahams Ferry Road projects
- ♦ Water, sewer, and storm pipelines and storm detention associated with these road projects
- ♦ Fiber conduit
- ♦ Grahams Ferry Road rail undercrossing and storm outfall

The anticipated urban renewal district boundary measures approximately 264 acres and generally includes the area south of Day Road, east of Grahams Ferry Road, north of the Clackamas County/Washington County boundary, and west of 95th Avenue. This boundary may be modified slightly if and when an urban renewal plan is created. If this measure passes, the City Council intends to finalize the boundaries of the Coffee Creek Urban Renewal District, establish the final project list, and determine the maximum indebtedness amount for the urban renewal area. If the measure fails, the Council intends to forego the District's formation.

Urban renewal allows the increment portion of property taxes assessed and collected to pay for bonds to fund capital investments to support community and economic development efforts. Property taxes collected within the district above a base level are placed into an urban renewal fund instead of being divided among other taxing authorities. Debt is secured to fund urban renewal projects and is repaid from urban renewal tax increment.

The intended result of the new district is job creation and a stronger economic base for the community.

State law limits the amount of land and assessed value that can be placed within urban renewal districts to 25% of the total land acreage and 25% of the assessed value of property within the city.

(497 words)

Communications in Advance of Town Center Urban Renewal Advisory Vote

The following lays out strategies and communications methods to be employed in advance of a May 2024 ballot measure—an advisory vote asking Wilsonville residents to state whether they support using Urban Renewal (tax-increment financing) as a mechanism to support development, primarily through the construction of infrastructure in the Wilsonville Town Center.

Public multimodal infrastructure and economic development tools and incentives are needed to support the vibrant, mixed-use downtown district the community desires. The Wilsonville Town Center Plan, adopted by the City Council in 2019, is a long-range plan to better serve the interests and needs of residents, visitors, businesses, employees, and property owners within the 171-acre project area within and adjacent to Town Center Loop.

Key Dates

January 18, 2024: City Council will potentially adopt ballot language and refer the question of Town Center Urban Renewal for the May 21, 2024 election. Once adopted, all communications are subject to [Oregon Elections Law](#).

Notably, public employees cannot collect funds, prepare election filing forms, prepare or distribute written material, or perform other campaign related activities while on the job. A public employee may provide impartial information about a candidate, measure, or petition as part of their normal job duties.

Determining whether information is impartial can be a difficult inquiry. As such, the Secretary of State Elections Division offers to review election-related documents. If the Elections Division approves a city document, the city is shielded from a subsequent finding that the document violates the impartiality requirements under ORS 260.432.79

Generally, impartiality requires that documents (1) must not explicitly urge a yes or no vote, (2) must be factually balanced, and (3) must fully describe how much a measure costs if the document describes what the measure will accomplish.

March 1, 2024: Last day to submit Ballot title, including caption, question, summary, and explanatory statement.

May 21, 2024: Oregon primary election ballots are due by 8 pm.

Target Audience

All registered voters (18 and over) who reside in Wilsonville.

- Segments include
 - long-time residents vs. short-term
 - owners vs. renters
 - well-off vs. those experiencing rent burden or poverty
 - those who interact frequently vs. those we don't typically reach

Communication Plan Goals

- 1) Preparing voters to make an informed choice, informed by their knowledge of
 - a. How Urban Renewal Works
 - b. How it's been successfully implemented in Wilsonville
 - c. How urban renewal in Town Center is critical to the implementation of the Town Center Plan
- 2) Encourage voting in the May 21 Election

Possible Tactics to Support Plan Goals

2023-24 Annual Report: Branding the Report "The Wilsonville Way" and discussing UR as one of the core tenets of the City's successful long-term plan.

Advertorial Article in Wilsonville Living Magazine: Purchasing a two-page 'advertorial' content in Wilsonville Lifestyle Magazine that discusses the City's successful use of UR.

Scheduling a Lehan Lecture: Reprise Charlotte's successful lecture series to have her talk about Wilsonville's successful history of Urban Renewal.

Online Community Conversation Forum: Urban Renewal 101. This virtual meeting would discuss how UR works, articulate the vision and review projects.

Standalone Website: Would summarize projects, explain UR, and provide timelines.

Video: Visually engaging, high production quality, succinct, but informative. Answers the questions: What is urban renewal? What is Measure "123" and what would happen if it passes?

Deep Sky Studios specializes in dynamic videos incorporating 2D and 3D animation that explain different products and ideas.

Print Collateral in Novel Formats: Design printed collateral novel format that prompts people to pick up a copy and read. Possibilities: 4"x9" rack card, zine, bi-fold 5"x5" booklet.

Communication Channels/Methods to be employed

Social Media

Facebook posts, ads, events
 Facebook groups (People of Wilsonville, etc.)
 Next Door
 Twitter/X
 Instagram posts & stories

City Websites

City: Event Calendar
 City: Front Page Highlight
 City: News Release
 (+ e-mail to subscribers)
 Let's Talk, Wilsonville!
 Explore Wilsonville

Designed Items

Fliers/Door Hangers
 Utility Bill inserts
 Business Cards

Video

YouTube
 Social Media
 Website

Boones Ferry Messenger

Article
 Advertisement
 Calendar
 Printed insert

Internal Communication

Staff Email
 Staff Zone
 Managers Meetings
 TTT Meeting
 CM Reports

Other Methods

Spokesman or other outlet
 Article
 Display ad
 Wrap
 Wilsonville Living magazine
 Tent / direct outreach at events

Preliminary Calendar of Landmark and Ongoing Comm's Activities

Communications/ Marketing Item	Estimated Date	Description	Reach
Annual Report	January	<p>Town Center Urban Renewal will be one of the front and center pieces in the 2023 annual report.</p> <p>Project will convey past Urban Renewal successes. Tying past to present to future.</p> <p>It will focus on telling the story of #TheWilsonvilleWay</p>	Mailed to every resident of Wilsonville.
Boones Ferry Messenger	January March April May	<p>Every month would cover different aspects or questions of the UR Plan.</p> <p>-Introducing the Plan -Ballot language/FAQ -Reminder to Vote, etc.</p>	Mailed to every resident of Wilsonville.
E-Newsletter	January-April	Monthly E-Newsletter to 1500 subscribers would provide regular updates and invite questions	1500 subscribers
Informational Video	Early February	Video that explains what the Urban Renewal Plan is and helps the audience visualize it with motion graphics that conceptually depict the funding mechanism that is Urban Renewal, as well as Town Center imagery.	<p>Displayed on website</p> <p>Social media distribution</p>
UR Website	January-February	Website built separately from the City website, on Wix, to be a living space for: the contracted Deep Sky video, explanation on Town Center Urban Renewal, a debunking section/FAQ, recordings of the Lehan Lectures, submission space for questions from the community, contact page.	QR code directing to the website will be available on posters. Website link will be shown on Instagram and Facebook posts.
Wilsonville Living Magazine	March	Whole page advertorial spread in the magazine that discusses town center plan vision and how UR activates downtown.	Mailed to every resident of Wilsonville.

Lehan Lectures	March	Charlotte Lehan hosts a talk about past UR implementations. Matt follows with presentation on TC Plan / projects To be recorded and posted on YouTube and the website.	To be recorded and posted on YouTube and the website.
Instagram	January: Introducing the topic + reminder of Lehan Lectures Early February: Deep Sky Studios informational video Mid February: Website Launch + informational carousel, invitation for audience to ask questions through the website March-May: Voting reminders and informational posts	Social media posts will be informational/focus on different parts of the Urban Renewal Plan throughout the months while utilizing the launch of other communication efforts as opportunity for promotion.	
Nextdoor	Ongoing	This platform is effective to share basic information with homeowners	
Facebook	January: Introducing the topic + reminder of Lehan Lectures Early February: Deep Sky Studios informational video Mid February: Website Launch + informational carousel, invitation for audience to ask questions through the website March-May: Voting reminders and informational posts	Social media posts will be informational/focus on different parts of the Urban Renewal Plan throughout the months while utilizing the launch of other communication efforts as opportunity for promotion.	
Spanish-language outreach	TBD	Fliers or other materials translated to provide basic explanation of UR	



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Coffee Creek Code Assessment	
		Staff Member: Cindy Luxhoj AICP, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council provide requested input on direction of possible Development Code amendments to the Coffee Creek Industrial Design Overlay District form-based code.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Attract high-quality industry and increase investment in industrial areas	<input checked="" type="checkbox"/> Adopted Master Plan(s): Coffee Creek Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff is seeking input on possible Development Code amendments to the Coffee Creek Industrial Design Overlay District form-based code standards.

EXECUTIVE SUMMARY:

As discussed at the September 18, 2023 City Council work session, staff has initiated an assessment of the Coffee Creek Industrial Design Overlay District form-based code, which was subject to a pilot period of three completed development applications or five years when it was adopted in 2018. As of 2023, both milestones have been achieved, with four completed industrial development projects in various stages of construction throughout the Coffee Creek area.

To date, staff has reviewed the timeline to land use approval and the types of requested waivers to the form-based code for the four completed development projects in Coffee Creek. In July 2023, staff conducted three focused discussions with applicants and their consultant teams to gain feedback from a customer service standpoint about the form-based code, as well as engaged in a follow-up discussion with one of the applicants to understand in more depth which of the form-based code standards could more closely align with current and future needs of prospective industrial users in the Coffee Creek area. Participants offered helpful suggestions for adjustments to the standards, particularly related to project waiver requests.

Based on this initial work and input from Planning Commission and City Council work sessions, staff determined that modification to the land use review tracks and process is not needed. However, slight adjustments to the form-based code standards are needed to make compliance more achievable for applicants, with the objective of enabling applicants to use the Class 2 Administrative Review track while not compromising the City's ability to continue creating a connected, high-quality employment center in Coffee Creek.

Specifically, staff has identified the following six form-based code standards in Table CC-3 and Table CC-4 of Subsection 4.134 (.11), five of which had waiver requests from two or more applicants, to which slight adjustment is warranted:

- Table CC-3: Site Design
 - Parcel Access: Parcel Driveway Width – Modify to include two driveway width maximums
 - Parcel Pedestrian Access: Parcel Pedestrian Access Width – Modify to limit where an access width of 8 feet is required
 - Parking Location and Design: Parking Location and Extent – Modify to eliminate parking bay limitation and require 50% of spaces to be designated for short-term uses
 - Grading and Retaining Walls: Maximum Height; Retaining Wall Design – Modify to increase height of walls not visible from adjacent streets and allow horizontal and/or vertical offset to reduce mass
- Table CC-4: Building Design
 - Primary Building Entrance: Accessible Entrance; Required Canopy – Modify to increase the allowed adjustment from 10% to 20%
 - Overall Building Massing: Allowance of Primary Building Entrance; Ground Floor Height; Base Design – Modify to add a footnote allowing reduction in height of building entrance and ground floor corresponding to canopy height reduction

Attachment 1 includes proposed Code amendments and rationale for the proposed changes that were reviewed by the Planning Commission at their December 13, 2023 meeting and are presented here for the City Council to consider.

At this work session, staff is seeking the following feedback from City Council:

- Does the City Council agree with the standards identified by staff for modifications?
- Does the City Council have other comments about the proposed modifications?

EXPECTED RESULTS:

Feedback from this meeting will guide completion of a package of Development Code amendments that staff will present to Planning Commission for public hearing and to City Council for adoption.

TIMELINE:

Planning Commission provided input on the possible modifications at their December 13, 2023 meeting. A Planning Commission public hearing and recommendation to City Council on the Development Code amendments is expected in early 2024. City Council public hearing and adoption is anticipated in the first half of 2024.

CURRENT YEAR BUDGET IMPACTS:

Funding for the Coffee Creek Code Assessment work is allocated in the fiscal year 2023-24 Planning Division budget.

COMMUNITY INVOLVEMENT PROCESS:

The Coffee Creek Master Plan, as well as the Coffee Creek Industrial Design Overlay District drafting and review process, included comprehensive community involvement to gather input. For the current Coffee Creek Code Assessment project, staff has focused on gathering input from recent applicants and their consultant teams to inform the evaluation and provide input on the process and standards.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Refinement of the Coffee Creek form-based code to facilitate future development while continuing to create the desired connected, high-quality employment center envisioned in the Master Plan will result in efficiencies for future users, as well as inform planning for the Basalt Creek industrial area to the north, which will benefit all members of the Wilsonville community who live and work in these industrial areas.

ALTERNATIVES:

- Make no modifications to the Coffee Creek Industrial Design Overlay District standards.
- Propose alternative modification to the Coffee Creek Industrial Design Overlay District code standards.
- Modify the Coffee Creek Industrial Design Overlay District standards related to the land use review process for applicants.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Proposed Amendments to the Coffee Creek Industrial Design Overlay District Form-based Code (December 2023)

Proposed Amendments to the Coffee Creek Industrial Design Overlay District Form-based Code

*Note: The tables below contain current Code language. Text highlighted in **red** is the subject of the proposed Code amendments.*

Wilsonville Development Code

Section 4.134 (.11) Coffee Creek Industrial Design Overlay District

Table CC-3: Site Design			
	Addressing Streets	Supporting Streets	Through Connections
1. Parcel Access			
General	Unless noted otherwise below, the following provisions apply: <ul style="list-style-type: none"> Section 4.177(.02) for street design; Section 4.177(.03) to (.10) for sidewalks, bike facilities, pathways, transit improvements, access drives & intersection spacing. The following Development Standards are adjustable: <ul style="list-style-type: none"> Parcel Driveway Spacing: 20% Parcel Driveway Width: 10% 		
Parcel Driveway Width	Not applicable	24 feet, maximum or complies with Supporting Street Standards	24 feet, maximum or complies with Through Connection Standards

Proposed Code Amendments:

Modify the standard to include two driveway width maximums:

- Keep 24-foot width with 10% allowed adjustment to 26.4 feet for the primary driveway providing access for passenger vehicles, light delivery, etc.
- Increase the driveway width to 40 feet maximum with 10% allowed adjustment to 44 feet for a secondary driveway or a driveway that provides access for heavy delivery vehicles, large trucks, etc.

Rationale for Proposed Changes:

- Two waivers were requested to allow increased width of a secondary driveway from a Supporting Street for heavy vehicle ingress/egress.
- The allowed driveway width, even with a 10% adjustment, was not sufficient for large truck ingress/egress from a Supporting Street or Through Connection.
- Applicants suggest a maximum of 40 to 45 feet would be adequate for a driveway providing truck ingress/egress.
- Auto-only driveway width of 24 feet with allowed adjustment to 26.4 feet is sufficient.
- While the main goal of the driveway maximum width is limiting the distance that pedestrians have to cross a driveway, thus providing for better pedestrian connectivity, the pedestrian crossing distance needs to be balanced with safe turning radius for larger

vehicles to prevent traffic slowdowns and stacking on the street, and damage to curbs and landscape areas from turning trucks.

Table CC-3: Site Design			
	Addressing Streets	Supporting Streets	Through Connections
2. Parcel Pedestrian Access			
Parcel Pedestrian Access Width	8 feet wide minimum		

Proposed Code Amendments:

Modify the standard to limit where an access width of 8 feet is required:

- Specify that the 8-foot access width is for pathways between the public ROW and Primary Building Entrance(s).

Rationale for Proposed Changes:

- No waivers were requested, but clarification is needed of specific locations where the access width must be 8 feet versus where 5 feet is sufficient.
- While the width requirement appears to apply to all connections into a site, it seems overly burdensome to require all connections from the public right-of-way to be 8 feet wide.
- The highest priority should be connecting the primary frontage to the primary building entrance.

Table CC-3: Site Design			
	Addressing Streets	Supporting Streets	Through Connections
4. Parking Location and Design			
General	Unless noted otherwise below, the following provisions apply: <ul style="list-style-type: none"> • Section 4.155 (03) Minimum and Maximum Off-Street Parking Requirements • Section 4.155 (04) Bicycle Parking • Section 4.155 (06) Carpool and Vanpool Parking Requirements • Section 4.176 for Parking Perimeter Screening and Landscaping—permits the parking landscaping and screening standards as multiple options The following Development Standards are adjustable: <ul style="list-style-type: none"> • Parking Location and Extent: up to 20 spaces permitted on an Addressing Street 		
Parking Location and Extent	Limited to one double-loaded bay of parking, 16 spaces, maximum, designated for short-term (1 hour or less), visitor, and disabled parking only between right-of-way of Addressing Street and building.	Parking is permitted between right-of-way of Supporting Street and building.	Parking is permitted between right-of-way of Through Connection and building.

Proposed Code Amendments:

Modify the standard to eliminate the limitation of one parking bay and allow some parking to be used for a longer duration:

- Keep the number of spaces unchanged at 16 spaces maximum with allowed adjustment to 20 spaces.
- Eliminate the requirement that all allowed spaces be located within one double-loaded bay of parking.
- Require that 50% of allowed spaces be designated for short-term, visitor, and disabled parking only, allowing other spaces to be utilized by other users or for longer duration.

Rationale for Proposed Changes:

- Three waivers were requested: one to the number of spaces due to unique site constraints and the waiver gave the City extra leverage to get enhanced landscaping along the frontage; another to allow two different parking bays, rather than one on an Addressing Street, while still meeting the maximum number of spaces; and two to allow some of the parking along an Addressing Street to be used by employees.
- Much of the development thus far (3 of 4 projects) tends not to have many customers or visitors; a majority of employees might work in the office area at the front of the building.
- Minimization of the appearance of parking from an Addressing Street is a key focus in the Pattern Book with the intent of providing a human scale to the public realm.

Table CC-3: Site Design			
	Addressing Streets	Supporting Streets	Through Connections
5. Grading and Retaining Walls			
General	The following Development Standards are adjustable: <ul style="list-style-type: none"> Retaining Wall Design: 20% 		
Maximum height	Where site topography requires adjustments to natural grades, landscape retaining walls shall be 48 inches tall maximum. Where the grade differential is greater than 30 inches, retaining walls may be stepped.		
Retaining Wall Design	Retaining walls longer than 50 linear feet shall introduce a 5-foot, minimum horizontal offset to reduce their apparent mass.		

Proposed Code Amendments:

Modify the standard to increase the maximum height for walls not visible from the right-of-way of adjacent streets and to allow a horizontal and/or vertical offset to reduce their mass.

- Keep the maximum height of 48 inches with a 20% allowed adjustment to 57.6 inches for retaining wall that are visible from the right-of-way of adjacent streets.
- Increase the height maximum to 60 inches with a 20% allowed adjustment to 72 inches for retaining walls that are only visible to users from within a site.
- Keep the requirement for an offset in walls longer than 50 linear feet, but clarify the meaning of “horizontal offset” by providing explanatory text or graphics/illustrations.

Rationale for Proposed Changes:

- Two waivers were requested to allow taller retaining walls to accommodate large flat buildings that require a level expanse within which to build, to meet grade at adjacent street right-of-way, and due to unique, site-specific design challenges.
- It is unclear how the requirement for a 5-foot minimum horizontal offset should be applied. Because it focuses on the linear length of the wall, rather than its height, it seems that the offset should be a vertical, rather than horizontal. Introducing a vertical offset can result in stability issues. It can lead to water penetration and wall failure.
- The Pattern Book (pages 23-24) emphasizes the intent to minimize site grading to preserve the natural character of a site. Contoured slopes are generally preferred to the installation of retaining walls. Where retaining walls are necessary to support site development, they should facilitate surface drainage, limit soil erosion, and avoid increasing instability of native soils. Retaining walls should be integrated with other site design features, such as stairs, ramps, and planters wherever possible.

Table CC-4: Building Design			
	Addressing Streets	Supporting Streets	Through Connections
2. Primary Building Entrance			
General	The following Development Standards are adjustable: <ul style="list-style-type: none">• Required Canopy: 10%• Transparency: 20%		
Accessible Entrance	The Primary Building Entrance shall be visible from, and accessible to, an Addressing Street (or a Supporting Street if there is no Addressing Street frontage). A continuous pedestrian pathway shall connect from the sidewalk of an Addressing Street to the Primary Building Entrance with a safe, direct and convenient path of travel that is free from hazards and provides a reasonably smooth and consistent surface consistent with the requirements of Americans with Disabilities Act (ADA). The Primary Building Entrance shall be 15 feet wide, minimum and 15 feet tall, minimum.		
Required Canopy	Protect the Primary Building Entrance with a canopy with a minimum vertical clearance of 15 feet and an all-weather protection zone that is 8 feet deep, minimum and 15 feet wide, minimum.		
3. Overall Building Massing			
Allowance of Primary Building Entrance	Where the Primary Building Entrance is located on an Addressing Street it may extend into the required front yard setback by 15 feet maximum provided that: <ul style="list-style-type: none">a. It has a two-story massing with a minimum height of 24 feet;b. The Parcel Frontage on the Addressing Street is limited to 100 feet;c. The building extension is 65% transparent, minimum;d. The entrance is protected with a weather-protecting canopy with a minimum vertical clearance of 15 feet; ande. The standards for site design and accessibility are met.	Not applicable	Not applicable
Ground Floor Height	The Ground Floor height shall measure 15 feet, minimum from finished floor to finished ceiling (or 17.5 feet from finished floor to any exposed structural member).		

Proposed Code Amendments:

Modify the standard to increase the allowed adjustment for required canopy height:

- Increase the allowed adjustment for required canopy height from 10% to 20% to allow a minimum canopy height of 12 feet.
- Add a footnote to Table CC-4 at the standards for “Accessible Entrance”, “Allowance of Primary Building Entrance”, and “Ground Floor Height” to allow corresponding reduction in the minimum height of the primary building entrance and ground floor height when an applicant elects to use the allowed adjustment to reduce the required canopy height.

Rationale for Proposed Changes:

- Two waivers were requested to reduce the required canopy height to 12 feet and two waivers were requested to adjust the interior ground floor height to 12 feet.
- A canopy height of 10 to 12 feet is the standard storefront dimension, where a height above 12 feet requires a curtain wall system, which is more expensive and likely requires custom fabrication.
- A lower canopy height may allow for better weather protection at the primary entrance, and can facilitate interior/exterior integration and line of sight.
- Applicants noted that an interior ceiling height requirement matching the exterior canopy feels more spacious in comparison to the typical dropped ceiling of 9 to 10 feet.
- If the allowed adjustment is changed to 20% from 10%, the resulting minimum would be 12 feet, which is the standard storefront dimension.

Table CC-4: Building Design			
	Addressing Streets	Supporting Streets	Through Connections
3. Overall Building Massing			
Base Design	<p>The design of the building Base shall:</p> <ul style="list-style-type: none"> a. Use a material with a distinctive appearance, easily distinguished from the building Body expressed by a change in material, a change in texture, a change in color or finish; b. Create a change in surface position where the Base projects beyond the Body of the building by 1½ inches, minimum; and/or c. Low Berm Landscape Standard, Section 4.176(.02)E. 		

Proposed Code Amendments:

Modify the standard to clarify that any one of the three design options satisfies the requirement:

- Add “and/or” after “finish;” under (a.) in the standard.

Rationale for Proposed Changes:

- No waivers were requested, but clarification is needed as to whether the intent of the standard is to require (a.) **and/or** (b.), similar to with the Top Design, or to require **both** (a.) and (b.)
- Having a base that is both visually (a.) **and** dimensionally (b.) distinct is difficult to achieve, particularly with tilt-up concrete construction technology that has a large flat surface that is poured on the ground. Projecting panels, mesh treatment, or other means must be used to achieve the change in surface position.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Frog Pond East and South Development Code	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Provide input on draft Development Code amendments for Frog Pond East and South Implementation.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

An important next step in realizing the vision of the Frog Pond East and South Master Plan adopted in December 2022 is to write implementing Development Code amendments. This effort has been ongoing since early 2023. This work session will follow up on Council's work session on December 4, specifically focused on how the different standards work together.

EXECUTIVE SUMMARY:

The Frog Pond East and South Master Plan, adopted by City Council in December 2022, provides clear policy direction and guidance for future development in Frog Pond East and South. However, an important implementation step is to develop a detailed set of Development Code standards consistent with the Master Plan. These standards will be relied on by developers to plan and design development. These standards will also be relied on by City reviewers to ensure development meets City expectations.

This work session will seek further City Council input on specific topics related to development standards that will control the size of buildings and their location on each lot or parcel. The discussion will focus on how these standards relate to each other and work in practice. The specific topics to discuss further in this work session include: not having a minimum lot size; building width; and floor-to-area ratio (FAR).

No Minimum Lot Size

All of Wilsonville's existing residential zones have a minimum lot size. Minimum lot size often corresponds to maximum density or establishes the default maximum density. Staff suggest dropping minimum lot size requirements to both simplify the standards as well as add flexibility for smaller and lower-cost, for-sale homes. Standards including building width, setbacks, and FAR (see below) will be sufficient to guide the size and location of buildings without lot size standards. If lot size standards were included, staff has concerns about lot size requirements overlapping and causing conflict with the other standards relating both to building size and location, but also housing variety.

Briefly, how standards would likely function with and without a minimum lot size is as follows. With a minimum lot size developers must design a home or find a home design that efficiently fits the setbacks and allowances with the established lot size. The lot size and width are a major driver of home design. Without minimum lot size the lot size is instead driven by home design with the setbacks added around the home footprint to determine the lot size. Home design is driven by building code and market standards and preference such as garage width, hall width, and bathroom and kitchen size.

In addition, Wilsonville allows "Middle Housing Land Divisions" pursuant a new State law passed in 2019. This provision in the City's code allow lots with middle housing to be further divided for the purpose of land sale, creating child lots or "quasi-lots" that, to a typical purchaser, are much like a typical lot, but smaller. For example, if a minimum lot size is 5,000 square feet, a developer can, under law, build two units on the property and then use the Middle Housing Land Division process to create two 2,500 square foot child lots or "quasi-lots", to sell separately. These child or "quasi-lots" have more restrictions than a traditional lot. One noteworthy restriction is they would not allow an accessory dwelling unit (ADU). The Middle Housing Land Division process is being actively used in Frog Pond West to create multiple units on the lot with "quasi-lots" sold separately. Not having a minimum lot size would remove the incentive the use the "Middle Housing Land Division" provisions to create these small quasi-lots. Rather, the smaller homes

would be traditional independent lots, which in turn give more flexibility to the homeowner to add an ADU or take other actions in the future. Middle Housing Land Divisions would be subsequently focused on creating ownership opportunities for what is more thought of as middle housing, like cottage clusters.

Lastly, minimum lot size has often been the subject of waiver requests and approvals over the years. This is primarily because the minimum lot sizes caused conflict with other “land consuming standards” like density and open spaces requirements. Removing the lot size would limit the need for this type of waiver to resolve conflicts and reduce time, cost, and uncertainty for housing applications.

Maximum Building Widths

A proposed standard for Frog Pond East and South not found in other residential zones is maximum building width. Staff recommends adding this standard to help establish a clear differentiation, in terms of look and feel, between the different Urban Form Types. As can be found in Attachment 2, the project team reviewed precedents of different housing types throughout the City as a starting point with the objective of establishing reasonable standards that allow the housing types typical for the different Urban Form types and create the desired meaningful differentiation between the Urban Form Types. Based on the precedents (Attachment 2), the standards may be something like the following:

Urban Form Type 1 - No maximum (precedent- block length townhouse, condo, or apartment building similar to that in the Villebois Village Center)

Urban Form Type 2 - Maximum of 120 feet (precedent - 7-unit townhouse building)

Urban Form Type 3 - Maximum of 90 feet (precedent – 5-unit townhouse building)

Floor-to-Area Ratio

Floor-to-Area Ratio (FAR) has been used for years in planning and urban design to regulate the bulk of buildings. However, to date it has not been used in Wilsonville. FAR is directly related to both lot coverage (the percent of a given lot that the building footprint can cover) and building height to create an allowed volume or bulk of a building. Wilsonville’s other residential zones use lot coverage for similar regulation as the allowed and typical building height are fairly constant. Under State rules the City must allow three story buildings in all of Frog Pond East and South, including in Urban Form 3 where a three-story height is not consistent with most precedent buildings, such as those examined in Attachment 2. FAR allows the City to better encourage a height typical of the precedents. The encouragement occurs because developers will typically choose to maximize the allowed lot coverage before going higher. In other words, in order to build a three-story building in Urban Form Type 3, a developer would have to leave a substantial portion of the site unbuilt. This is unlikely with the high cost of land. Using FAR thus helps encourage the desired differentiation between Urban Form Types, as follows:

- Urban Form Type 1 – FAR of 3, allows 75% lot coverage at four stories, however most buildings will likely be two to three stories with a lot coverage of about 65%.
- Urban Form Type 2 – FAR of 1.8, allows 60% lot coverage at three stories, which likely provides a number of three-story townhouse and similarly scaled apartment buildings as well as detached homes, which will likely be primarily two-story.
- Urban Form Type 3 – FAR of 0.9, allows 45% lot coverage at two stories, and likely result in only one and two-story buildings. An example of the maximum would be a 4,800 square foot two-story house on a 6,000 square foot lot.

Discussion Questions

The following would be helpful feedback from the City Council at this work session:

- What additional questions or concerns does City Council have about the proposed package of development standards in Frog Pond East and South?

EXPECTED RESULTS:

Feedback from the meeting will guide completion of a package of Development Code amendments for adoption in the coming months.

TIMELINE:

Following additional work sessions, a public hearing on the Code amendments are expected late in the first quarter of 2024.

CURRENT YEAR BUDGET IMPACTS:

The Development Code implementation work is funded by remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time.

COMMUNITY INVOLVEMENT PROCESS:

During this implementation phase the primary focus is on honoring past input. However, the project team continues to engage key stakeholders for input on draft Development Code amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Realization of the policy objectives set out in the Frog Pond East and South Master Plan to create Wilsonville's next great neighborhoods. This includes furthering of the City's Equitable Housing Strategic Plan and Council's goal of affordable home ownership.

ALTERNATIVES:

The project team is preparing draft amendments to help implement the Frog Pond East and South Master Plan. A number of alternative amendments can be considered to meet the same intent.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Frog Pond East and South Master Plan Map excerpts, Urban Form Type descriptions and map
2. Precedent residential structures in Wilsonville for establishment of new standards

FROG POND EAST & SOUTH MASTER PLAN



A VISION AND IMPLEMENTATION PLAN FOR TWO NEW
NEIGHBORHOODS IN EAST WILSONVILLE

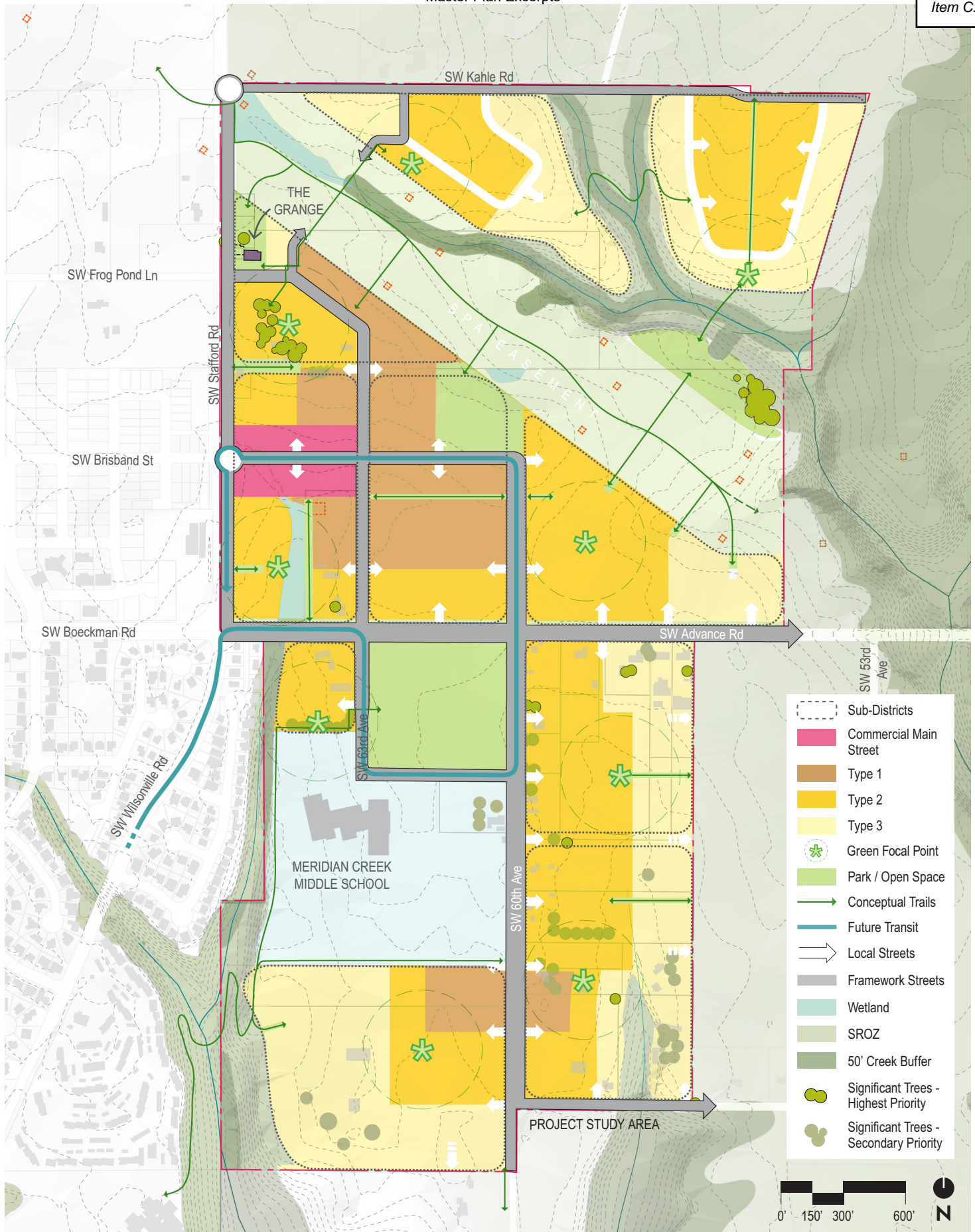


ADOPTED BY WILSONVILLE CITY COUNCIL
ORDINANCE NO. 870

DECEMBER 19 2023

Figure 15. Land Use and Urban Form Plan

Item C.





LAND USE

TYPE 1 RESIDENTIAL URBAN FORM

Type 1 residential urban form is the most compact and urban of the three forms:

- Buildings 2-4 stories tall close to the street
- Buildings are closely spaced from each other
- Townhouse, condo/apartment buildings, and similar are not limited in width allowing larger buildings that may even occupy an entire block face
- Lot area per building for detached homes will be small with less yard space than in Type 2 and Type 3
- Townhouses, closely spaced detached homes, and multi-family buildings are expected to be common housing choices provided; cottages or similar small-unit housing is also likely to be built





LAND USE

TYPE 2 RESIDENTIAL URBAN FORM

Type 2 residential urban form is less compact than Type 1 but more compact than Type 3:

- Buildings are intended to be 2 stories, with 3 stories allowed under applicable State law for certain housing categories
- Moderate setbacks from the street
- Building separation is generally 10 feet,
- Building width is moderately limited, to maintain a building bulk consistent among multi-family, middle housing, and single-family detached housing choices
- Detached home lot size is approximately double that of Type 1 allowing for larger home footprints and larger yards than Type 1
- Small to medium sized single-family detached homes and townhouses are expected to be common housing choices, with duplexes, triplexes, quadplexes, cottage clusters, and smaller multi-family buildings also likely to be built.





LAND USE

TYPE 3 RESIDENTIAL URBAN FORM

Type 3 is the least compact residential urban form, characteristics include:

- Buildings primarily 1-2 stories in height, with 3 stories allowed for certain housing categories consistent with applicable State law
- Buildings are set back from the street
- Width of buildings is limited to create smaller buildings, which limits the number of units in multifamily or middle housing structures
- Building separation generally more than 10 feet
- Lot size for detached single-family homes generally 1.5 times that of Type 2 and 3 times that of Type 1, allowing for larger homes and yards
- Medium to large single-family detached homes along with smaller townhouse and duplex buildings are expected to be common housing choices, cottage clusters would be well-suited to this Type, and triplexes, quadplexes, and small multi-family buildings may also be built



Precedent Examples for Proposed Building Width and Other Standards

With Google Street View (where available) and Aerial Photo

Multi-family (Apartments and Condos)

Type 1 Urban Form Precedents

11395 SW Toulouse Street

Toulouse Street block-wide multi-family

Building Width 257 feet

Front Setback 5 feet



Type 2 Urban Form Precedents

11489 SW Toulouse Street

Toulouse Street small multi-family

Building Width 100 feet

Front Setback 6 feet



Type 2 Urban Form Precedents continued

28796 SW Ashland Loop

Traditional multi-family-Boulder Creek

Building Width 116 feet

Setback from Street 30 feet

Setback from Parking lot 20 feet



7114 SW McDonald Drive

Traditional multi-family-Berkshire Court

(Could be Type 3 Urban Form if buildings without single-level connection)

Building Width 125 feet

Setback from Street 35 feet

Setback from Parking lot 20 feet



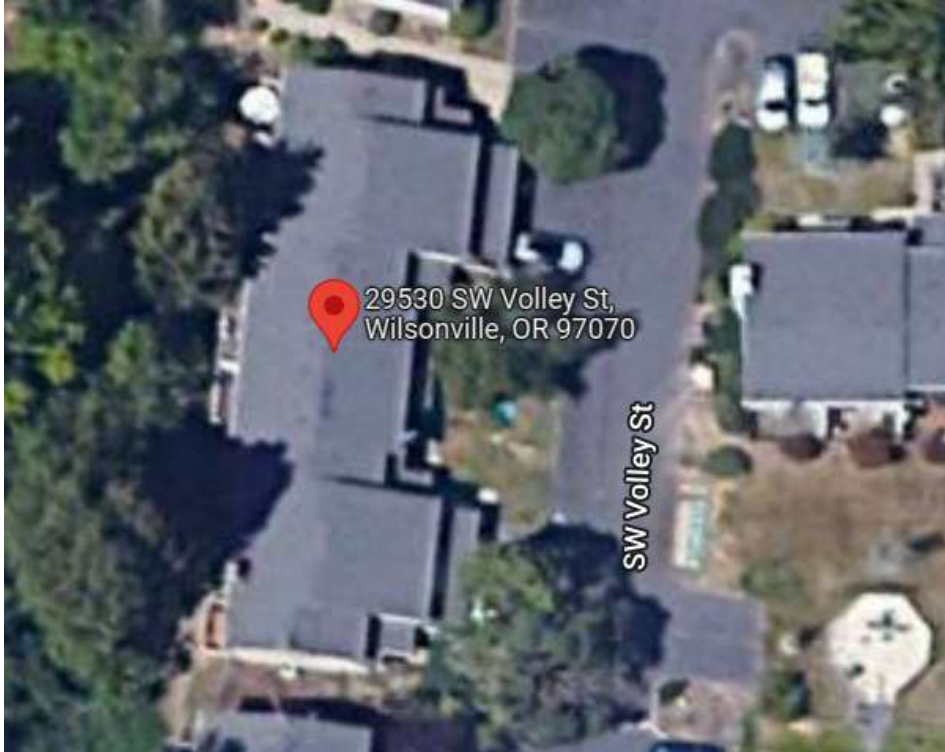
Type 2 Urban Form Precedents continued

29530 SW Volley Street

Six-unit condo building

Building Width 120 feet

Setback from Circulation Drive 16 feet



Plexes and Townhouses

Type 1 Urban Form Precedents

28515 through 28535 SW Paris Ave

Villebois six-unit townhouse

(Could also be Type 2 Urban Form)

Building Width `92 feet

Front Setback 10 feet



29136 through 29152 SW Costa Circle E

Five-unit townhouse in Villebois next to detached single-family

(Could also be Type 2 Urban Form)

Building Width 88 feet

Front Setback 15 feet

Distance Between Buildings 8 feet



Type 2 Urban Form Precedent

29520 SW Brown Road

Older six-unit apartment building

Building Width 98 feet

Setback from Parking Lot 5 feet



Type 3 Urban Form Precedents

28760 and 27870 SW Painter Drive

Two-unit townhouse (aka attached single-family) Frog Pond West

Building Width 83 feet

Front Setback 15 feet



Type 3 Urban Form Precedents continued

29455 SW Serenity Way

Older triplex

Building Width 80 feet

Front Setback 20 feet



29670 SW Brown Road

Older four-plex, with stacked flats

Building Width 55 feet

Setback from Parking Lot 5 feet



Type 3 Urban Form Precedents continued

29631 SW Serenity Way

Older four-plex (side by side configuration)

Building Width 89 feet

Front Setback more than 20 feet



28741 through 28753 SW Costa Circle East

Four-unit townhouse on Costa Circle

Building Width 78 feet

Front Setback 15 feet

Distance Between Buildings 10 feet



Detached Single-Family

Type 1 Urban Form Precedent

11325 and 11331 SW Barber Street

Narrow detached homes

Building Width 20 feet, each

Distance between buildings 5 feet

Front Setback 5 feet



Type 2 Urban Form Precedent

7245 SW Chestnut Lane

Frog Pond West small-lot detached home

Building Width 38 feet

Front Setback 10 feet

Distance Between Homes 8 feet



Type 3 Urban Form Precedents

6761 SW Primrose Court

Street of Dreams single-family Frog Pond West
Building Width 90 feet
Front Setback 20 feet



30944 SW Kensington Drive

Detached single-family home from 1990's
Building Width 53 feet
Front Setback 25 feet
Distance Between Buildings 12 feet



Kim Veliz

From: City of Wilsonville Oregon <wilsonville-or@municodeweb.com>
Sent: Monday, December 18, 2023 9:44 AM
To: City Recorder
Subject: Form submission from: Staff Registration Form for City Council Meetings

[This email originated outside of the City of Wilsonville]

Submitted on Monday, December 18, 2023 - 9:44am

Submitted by anonymous user: [143.244.98.165](#)

Submitted values are:

Information

Staff Name: Kim Rybold

Email Address: rybold@ci.wilsonville.or.us

Will staff be remote or in person? In Person

Meeting Date: Mon, 12/18/2023

Meeting: Work Session

Agenda Item: Transit Oriented Development (TOD) Financing

Do you have presentation materials (PowerPoint, PDF, video)? Yes

Who will be screen sharing the presentation? Me - Staff

Will a consultant attend the meeting with you ? No

Additional Notes Joint presentation with Amanda Guile-Hinman

The results of this submission may be viewed at:

<https://www.ci.wilsonville.or.us/node/125504/submission/61248>

**Boards/Commissions
Appointment/Reappointment List for
December 18, 2023 Council Meeting**

Arts, Culture, and Heritage Commission – Appointment

Appointment of Nadine Elbitar to the Arts, Culture, and Heritage Commission for a term beginning 1/1/2024 to 6/30/2024.

Motion: I move to ratify the appointment of Nadine Elbitar to the Arts, Culture, and Heritage Commission for a term beginning 1/1/2024 to 6/30/2024.

Budget Committee – Appointment

Appointment of Christopher Moore to the Budget Committee for a term beginning 1/1/2024 to 12/31/2024.

Motion: I move to ratify the appointment of Christopher Moore to the Budget Committee for a term beginning 1/1/2024 to 12/31/2024.

Budget Committee – Appointment

Appointment of Tabi Traughber and Tyler Beach to the Budget Committee for a term beginning 1/1/2024 to 12/31/2026.

Motion: I move to ratify the appointment of Tabi Traughber and Tyler Beach to the Budget Committee for a term beginning 1/1/2024 to 12/31/2026.

Development Review Board – Reappointment

Reappointment of John Andrews and Megan Chuinard to the Development Review Board for a term beginning 1/1/2024 to 12/31/2025.

Motion: I move to ratify the reappointment of John Andrews and Megan Chuinard to the Development Review Board for a term beginning 1/1/2024 to 12/31/2025.

Development Review Board – Appointment

Appointment of Kamran Mesbah to the Development Review Board for a term beginning 1/1/2024 to 12/31/2025.

Motion: I move to ratify the appointment of Kamran Mesbah to the Development Review Board for a term beginning 1/1/2024 to 12/31/2025.

**Boards/Commissions
Appointment/Reappointment List for
December 18, 2023 Council Meeting**

Diversity, Equity and Inclusion Committee – Reappointment

Reappointment of David Siha, Tracy (Tre) Hester and Fay Gyapong-Porter to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2026.

Motion: I move to ratify the reappointment of David Siha, Tracy (Tre) Hester and Fay Gyapong-Porter to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2026.

Diversity, Equity and Inclusion Committee – Appointment

Appointment of Justin Brown to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2024.

Motion: I move to ratify the appointment of Justin Brown to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2024.

Diversity, Equity and Inclusion Committee – Appointment

Appointment of Carolina Wilde to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2026.

Motion: I move to ratify the appointment of Carolina Wilde to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2026.

Diversity, Equity and Inclusion Committee – Student Appointment

Reappointment of George Luo and Aasha Patel to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2024.

Motion: I move to ratify the reappointment of George Luo and Aasha Patel to the Diversity, Equity and Inclusion Committee for a term beginning 1/1/2024 to 12/31/2024.

Kitakata Sister City Advisory Board – Reappointment

Reappointment of John (Michael) Bohlen and Adrienne Scritsmier to the Kitakata Sister City Advisory Board for a term beginning 1/1/2024 to 12/31/2026.

Boards/Commissions
Appointment/Reappointment List for
December 18, 2023 Council Meeting

Motion: I move to ratify the reappointment of John (Michael) Bohlen and Adrienne Scritsmier to the Kitakata Sister City Advisory Board for a term beginning 1/1/2024 to 12/31/2026.

Kitakata Sister City Advisory Board – Appointment

Appointment of Karen Kreitzer to the Kitakata Sister City Advisory Board for a term beginning 1/1/2024 to 12/31/2026.

Motion: I move to ratify the appointment of Karen Kreitzer to the Kitakata Sister City Advisory Board for a term beginning 1/1/2024 to 12/31/2026.

Parks and Recreation Board – Appointment

Appointment of Bill Bagnall and Paul Diller to the Parks and Recreation Board for a term beginning 1/1/2024 to 12/31/2027.

Motion: I move to ratify the appointment of Bill Bagnall and Paul Diller to the Parks and Board for a term beginning 1/1/2024 to 12/31/2027.

Planning Commission – Reappointment

Reappointment of Jennifer Willard to the Planning Commission for a term beginning 1/1/2024 to 12/31/2027.

Motion: I move to ratify the reappointment of Jennifer Willard to the Planning Commission for a term beginning 1/1/2024 to 12/31/2027.

Planning Commission – Appointment

Appointment of Matt Constantine, Sam Scull and Yana Semenova to the Planning Commission for a term beginning 1/1/2024 to 12/31/2027.

Motion: I move to ratify the appointment of Matt Constantine, Sam Scull and Yana Semenova to the Planning Commission for a term beginning 1/1/2024 to 12/31/2027.

**Boards/Commissions
Appointment/Reappointment List for
December 18, 2023 Council Meeting**

Tourism Promotion Committee – Appointment

Appointment of Lynn Sanders to the Tourism Promotion Committee for a term beginning 1/1/2024 to 6/30/2026.

Motion: I move to ratify the appointment of Lynn Sanders to the Tourism Promotion Committee for a term beginning 1/1/2024 to 6/30/2026.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 11/30/23

Item 5.

December

12/27	Wednesday	6:30 pm	Library Board	Library
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January

1/4	Thursday	7:00 pm	City Council	Council Chambers
1/8	Monday	6:30 pm	DRB – Panel A	Council Chambers
1/9	Tuesday	6:00 pm	DEI Committee	Council Chambers
1/10	Wednesday	6:00 pm	Planning Commission	Council Chambers
1/10	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Parks and Recreation.
1/18	Thursday	7:00 pm	City Council	Council Chambers
1/22	Monday	6:30 pm	DRB – Panel B	Council Chambers
1/24	Wednesday	6:30 pm	Library Board	Library

Community Events:

DECEMBER 2023

- 12/19 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Las Posadas Celebration, 4:00 pm, Library
 Gentle Flow Yoga, 7:15 pm, Community Center
- 12/20 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center

- 12/21 Gentle Yoga, 8:30 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 12/22 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 12/25 City Offices Closed – Christmas Day
- 12/26 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 12/27 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
- 12/28 Gentle Yoga, 8:30 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
- 12/29 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 12/31 Kwanzaa (all day)

JANUARY 2024

- 1/1 City Offices Closed – New Year’s Day
- 1/2 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 Stand, Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Virtual Reality Fitness, 1:00 pm, Community Center
- 1/3 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
- 1/4 World Braille Day (all day)
 Ladies Afternoon Out, 1:00 pm, Community Center
- 1/5 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 First Friday Films, 3:00 pm, Library
- 1/8 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
- 1/9 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 Stand, Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Caregivers/Alzheimer’s Support Group, 1:00 pm, Community Center
- 1/10 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
- 1/11 Ladies Afternoon Out, 1:00 pm, Community Center
 2024 Civics Academy, 6:00 pm, Council Chambers

- 1/12 Bridge Group, 10:30 am, Community Center
Stand, Sit and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
- 1/13 Book Notes Concert, 2:00 pm, Library
- 1/15 City Offices Closed – Martin Luther King Jr. Day
- 1/16 Ukulele Jam, 9:00 am, Parks & Rec
Quilters, 9:00 am, Tauchman House
Stand, Sit and Be Fit, 11:15 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
- 1/17 Digital Photography Club, 10:00 am, Community Center
Sit and Be Fit, 11:15 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Pinochle/Cribbage, 1:00 pm, Community Center
Bingo, 1:00 pm, Community Center
- 1/18 Ladies Afternoon Out, 1:00 pm, Community Center
- 1/19 Bridge Group, 10:30 am, Community Center
Stand, Sit and Be Fit, 11:15 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
- 1/22 Lunch at the Community Center, 12:00 pm, Community Center
Weight Loss Support Group, 12:30 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
Bridge Group, 1:00 pm, Community Center
- 1/23 Ukulele Jam, 9:00 am, Parks & Rec
Quilters, 9:00 am, Tauchman House
Stand, Sit and Be Fit, 11:15 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
- 1/24 Digital Photography Club, 10:00 am, Community Center
Sit and Be Fit, 11:15 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Pinochle/Cribbage, 1:00 pm, Community Center
- 1/25 Ladies Afternoon Out, 1:00 pm, Community Center

- 1/26 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 1/29 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
- 1/30 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 Stand, Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
- 1/31 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:15 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Resolution No. 3096 Applying Current Parks SDC fees to the Multifamily Portion of the Wilsonville Transit Center Transit-Oriented Development Project Staff Members: Amanda Guile-Hinman, City Attorney and Kimberly Rybold, AICP, Senior Planner Departments: Legal and 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 checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Increase housing opportunities for all and reach functional zero homelessness	<input checked="" type="checkbox"/> Adopted Master Plan(s): Equitable Housing Strategic Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A resolution to apply the current Parks System Development Charge (SDC) fee to the proposed Transit-Oriented Development (TOD) project at the Wilsonville Transit Center.

EXECUTIVE SUMMARY:

The 2020 Equitable Housing Strategic Plan (EHSP) identified exploration of transit-oriented development (TOD) at the Wilsonville Transit Center as a high-priority action the City should explore. As noted in the EHSP, the approximately 1.3-acre City-owned property at the Wilsonville Transit Center presents an opportunity to promote TOD with affordable and/or workforce housing. As a first step in exploring TOD, the EHSP recommended the City complete a Development Opportunity Study to assess the City's goals for the site and better understand the types of development that may be feasible. The City completed this study in early 2022, finding that a four- to five-story affordable housing project with supporting ground floor tenant spaces was likely feasible.

In December 2022, following a two-step Request for Qualifications/Request for Proposals process, City Council selected Palindrome as the preferred development partner for the TOD project. The proposed project includes 121 units of housing affordable to households making between 30% and 80% of Area Median Income, including 20 units of Permanent Supportive Housing, along with ground-floor tenants including a welcome center for SMART, a new home for Wilsonville Community Sharing, and a coffee house/taproom space. To create a lively environment for residents, transit users, and other visitors, the project will include outdoor plazas and a play area centered around three Douglas-fir trees that will be preserved with development. Throughout 2023, staff and Palindrome refined development plans for the project, and a land use application is currently under review.

A variety of funding sources will finance the construction of the TOD project. In fall 2023, Clackamas County and Metro provided Concept Endorsement for the award of \$8 million in Metro Affordable Housing Bond funds to the TOD project. These funds will be paired with other sources including Low Income Housing Tax Credits, a \$1.9 million legislative grant awarded to the City in 2022 and private debt.

In August 2023, City Council adopted Resolution No. 3046, updating the City's Parks System Development Charge (SDC) fee to reflect anticipated population growth and planned parks facilities. On January 1, 2024, the fee for a multifamily dwelling unit will increase to \$9,404 from the current fee of \$5,899, resulting in an unanticipated increase in project costs of \$424,105. This resolution would apply the existing Parks SDC fee to the project, so that neither the City nor Palindrome will need to allocate additional funding to cover this cost increase.

EXPECTED RESULTS:

Adoption of the resolution will apply current Parks SDC fees to the proposed TOD project.

TIMELINE:

City review of the land use application for the project is ongoing, with a public hearing anticipated in early 2024. Construction permitting is anticipated during mid-2024, with construction to begin later in the year.

CURRENT YEAR BUDGET IMPACTS:

The amended budget for fiscal year 2023-24 includes \$50,000 for Capital Improvement Plan (CIP) project #8156, supporting staff time for project management.

COMMUNITY INVOLVEMENT PROCESS:

The priorities identified in the Equitable Housing Strategic Plan, including exploration of transit-oriented development at the Wilsonville Transit Center, were generated through a community input process that included focus groups, surveys, and Task Force input. The Wilsonville Transit Center TOD project will go through the typical City development review process before the Development Review Board, which allows for public comment from residents, neighbors and property owners. Palindrome will conduct additional community outreach to meet requirements of the Metro Affordable Housing Bond program.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Wilsonville Transit Center TOD project will provide needed affordable housing opportunities in close proximity to transit service, along with tenant space for Wilsonville Community Sharing, a coffee shop/taproom, and SMART welcome center. Locating housing in close proximity to transit service can generate additional transit ridership. The Wilsonville Transit Center is one of the City's limited opportunities to provide true transit-oriented development within the community.

ALTERNATIVES:

City Council may elect to apply the new Parks SDC fee, effective January 1, 2024, to the TOD project, resulting in additional cost to the proposed development that will need to be funded by other sources.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Resolution No. 3096

RESOLUTION NO. 3096**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING APPLYING THE CURRENT PARKS SYSTEM DEVELOPMENT CHARGE TO THE MULTIFAMILY PORTION OF THE WILSONVILLE TRANSIT CENTER TRANSIT-ORIENTED DEVELOPMENT PROJECT.**

WHEREAS, the City of Wilsonville (“City”) owns certain real property located at 9699 SW Barber Street, Wilsonville, Oregon where the Wilsonville Transit Center is located (the “Property”); and

WHEREAS, the 2020 Equitable Housing Strategic Plan (EHSP) identified exploration of transit-oriented development (TOD) – a mixed-use affordable housing development – on a portion of the Property as a high-priority action the City should explore; and

WHEREAS, in December 2022, following a two-step Request for Qualifications/Request for Proposals process, City Council selected Palindrome as the preferred development partner for the TOD project; and

WHEREAS, the proposed project includes 121 units of housing affordable to households making between 30% and 80% of Area Median Income, including 20 units of Permanent Supportive Housing, along with ground-floor tenants including a welcome center for SMART, a new home for Wilsonville Community Sharing, and a coffee house/taproom space; and

WHEREAS, several funding sources will finance construction of the TOD project; and

WHEREAS, in August 2023, the City Council adopted Resolution No. 3046, updating the City’s Parks System Development Charge (SDC) fee to reflect anticipated population growth and planned parks facilities, which goes into effect on January 1, 2024; and

WHEREAS, the fee for a multifamily dwelling unit will increase to \$9,404 from the current fee of \$5,899, resulting in an unanticipated increase in TOD project costs of \$424,105; and

WHEREAS, applying the current Parks SDC rate for multi-family housing to the TOD project will assist its financial feasibility without requiring additional funding allocation from either the City or Palindrome.

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

Section 1. The Parks SDC rate for multifamily housing in effect as of the date of this Resolution will be applied to the TOD project when SDCs are calculated for the TOD project, and not the new Parks SDC rate going into effect on January 1, 2024.

Section 2. All other uses within the TOD project will be charged the Parks SDC in effect at the time the City receives a completed building permit application, as described in Wilsonville Code 11.030(3). For all uses within the TOD project, including multifamily housing, all other SDCs will be charged at the applicable rates in effect at the time the City receives a completed building permit application.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18th day of December, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Resolution No. 3097 Authorizing the City Manager to Execute a Construction Contract with Tapani, Inc. for the Charbonneau Lift Station Rehabilitation (CIP #2106) Staff Member: Mike Nacrelli, PE, Senior Civil Engineer 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 Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan 2014 – CIP-23	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to Tapani, Inc. in the amount of \$1,518,900 for the construction of the Charbonneau Lift Station Rehabilitation (CIP #2106) project (Project).

EXECUTIVE SUMMARY:

The Charbonneau Lift Station pumps wastewater collected from the Charbonneau District on the south side of the Willamette River, across the Interstate 5 (I-5) Boone Bridge via a 12-inch force main to the Wilsonville Wastewater Treatment Plant (WWTP) located on the north side of the river. The lift station was originally built in 1972 and was last updated in 1996.

The Charbonneau Lift Station is identified as a needed rehabilitation project in the Wastewater Collection System Master Plan adopted in November 2014. The Project will replace many aging and deteriorating assets and improve operational reliability and performance.

The City received six (6) bids by the November 30, 2023 deadline (see Attachment 2 for bid summary) of which Tapani, Inc. submitted the lowest, responsive bid.

EXPECTED RESULTS:

The pumping, electrical, and control systems will be replaced, and a new wet well constructed with submersible pumps installed. Site access for operation and maintenance will be improved and a permanent standby generator will be installed to reduce the risk associated with power outages. The force main pipeline will be replaced between the lift station and the I-5 Boone Bridge.

TIMELINE:

Construction is expected to begin in January 2024 with a final completion date scheduled for October 31, 2024.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY23/24 includes \$2,891,836 in Sewer Operating funds for CIP #2106. The contract amount of \$1,518,900 is within the FY23/24 budgeted amount.

COMMUNITY INVOLVEMENT PROCESS:

Project plans and schedule were shared with the local homeowners association (HOA) and project maps and photos were posted on the City web site. The project team will continue coordination with nearby residents during construction through use of mailers, door hangers, Boones Ferry Messenger and social media.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will benefit the community by providing more reliable critical wastewater infrastructure and minimizing the risk of failure.

ALTERNATIVES:

Not proceeding with the project will result in increased deterioration of structural assets, greater risk of equipment failure and increased operations and maintenance costs.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 3097
 - A. Charbonneau Lift Station Rehabilitation Construction Contract

Attachment 1

Charbonneau Lift Station - Vicinity Map



PREPARED BY: CITY OF WILSONVILLE

Page 1 of 1

RESOLUTION NO. 3097**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH TAPANI, INC. FOR THE CHARBONNEAU LIFT STATION REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2106).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2106, known as the Charbonneau Lift Station Rehabilitation project (the Project); and

WHEREAS, the City solicited sealed 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, six bids were received and opened on November 30, 2023, and Tapani, Inc. submitted a bid of \$1,518,900 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid

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

- Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Tapani, Inc. submitted the lowest responsive and responsible bid.
- Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Tapani, Inc. for a stated value of \$1,518,900, which is substantially similar to Exhibit A attached hereto.
- Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18th day of December, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Charbonneau Lift Station Rehabilitation Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Charbonneau Lift Station Rehabilitation Project (“Project”) is made and entered into on this ____ day of December 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Tapani Inc.**, a Washington corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for Charbonneau Lift Station Rehabilitation Project, dated November 3, 2023, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; General Conditions; Supplementary Conditions; City of Wilsonville Building Code, as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the installation services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

3.1. The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than October 31, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Except as set forth in **Subsection 3.2**, below, all Work must be at Substantial Completion by no later than October 1, 2024, and at Final Completion by October 31, 2024. See **Section 24** for the definitions of Substantial Completion and Final Completion.

3.2. The Final Completion date for tree removal services, as shown in the Plans on drawing ESC-100, is February 28, 2024. Liquidated Damages, as described in **Section 24.4**, will also apply to the tree removal services Final Completion date of February 28, 2024.

Section 4. Contractor’s Work

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

4.2. 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.

4.3. 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.

4.4. 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 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the not-to-exceed amount of ONE MILLION FIVE HUNDRED EIGHTEEN THOUSAND NINE

HUNDRED DOLLARS (\$1,518,900), based on the unit pricing described in the Contract Documents, 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. Unit Prices are as more particularly described in the Contract Documents.

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

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, 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 24**.

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

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

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

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 5, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and

279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

9.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable

grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

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

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

The City's Project Manager is Mike Nacrelli, Civil Engineer. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

14.2. 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 15. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the General Conditions and Supplementary Conditions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

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

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

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

15.3. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.17.1, 15.17.2, and 15.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 17. Environmental Laws

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

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

Section 18. Indemnity

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

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

Section 19. Insurance

19.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance

that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

19.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$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.

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

19.1.3. 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.

19.1.4. 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.

19.1.5. 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.

19.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, 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.

19.1.7. 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.

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

Section 20. Bonding Requirements

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

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

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

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

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 28**, for which Contractor has received payment or the City has made payment.

Section 23. 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 24. Substantial Completion, Final Completion, and Liquidated Damages

24.1. 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 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 for all Work, except work stated in **Section 3.2**, must occur on or before October 1, 2024 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 **Subsections 24.3 through 24.5** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

24.2. 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.

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Five Hundred Fifty Dollars (\$550) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete all work described in **Section 3.2** by February 28, 2024, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) for each day that expires after the date specified for said work to reach Final Completion.

24.5. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of October 31, 2024, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) 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.

24.6. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project

management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

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

Section 25. Contract Modification; Change Orders

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

Section 26. Dispute Resolution

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

Section 27. Access to Records

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

Section 28. As-Builts

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format.

Section 29. Notices

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

To City: City of Wilsonville
Attn: Mike Nacrelli, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Tapani Inc.
Attn: Lance Tapani
1904 SE 6th Place
Battle Ground, WA 98604

Section 30. Miscellaneous Provisions

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

30.2. 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.

30.3. 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.

30.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works

Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

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

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

30.7. 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.

30.8. 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.

30.9. 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.

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

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

30.12. 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.

30.13. 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.

30.14. 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.

30.15. 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.”

30.16. 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.

30.17. 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.

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

30.19. 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.

30.20. 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.

30.21. 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:

TAPANI INC.

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 4, 2023		Subject: Resolution No. 3104 Revising Section 4.E. Of The Diversity, Equity And Inclusion (DEI) Committee Charter Staff Member: Zoe Mombert, Assistant to the City Manager Department: Administration	
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 checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: The Diversity, Equity and Inclusion Committee unanimously recommended the updated charter language at their November 14, 2023 meeting (8/11 appointed members present)	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To: Diversity, Equity and Inclusion Committee			
<input checked="" type="checkbox"/> Council Goals/Priorities: Diversity, Equity + Inclusion (DEI): We are committed to promoting DEI in the delivery of City services to the community and in our organizational operations.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adopt the updated bylaws to revise Section 4.E. of the Diversity, Equity, and Inclusion Committee Charter.

EXECUTIVE SUMMARY:

The Diversity, Equity and Inclusion (DEI) Committee was established by Resolution 2893 in May 2021. Since that time, the Committee has developed a strategic plan and made progress on the top priorities. The committee has hosted three successful Juneteenth events, started their second Speaker Series and produced a cultural calendar to raise awareness of dates of importance for historically marginalized communities. The committee, which includes, two student member is a large committee with passionate committee members. Over time, the committee has run into scheduling conflicts among the members as well as quorum issues. There is not a shortage of interest, as there are many applicants to serve on the committee.

The committee started discussing the attendance policy regularly at the beginning of the fiscal year. After much discussion and review of the current charter, the committee requested that the Section 4.E. of the charter be updated. The committee does not want to request that City Council remove their peers and instead made the following recommended revision. The proposed charter would automatically remove a committee member if they are absent form five (5) committee meetings in one (1) calendar year for any reason. This provides clear attendance rules and allows the City to replace inactive members.

The Diversity, Equity and Inclusion Committee met on November 14, 2023. Eight (8) of the eleven appointed members were present and unanimously recommended the updated charter. Charter amendments are allowed by Section 8 of the committee's charter as long as there is a "vote of at least two thirds of the entire committee". This committee is between 11- 13 members per section 4.A.

EXPECTED RESULTS:

Revise Section 4.E. of the DEI Committee Charter to establish clear and automatic removal language for committee members who are absent for Five (5) meetings in one (1) calendar year.

CURRENT YEAR BUDGET IMPACTS:

There are no budget impacts.

COMMUNITY INVOLVEMENT PROCESS:

The committee, made up of community members, discussed the revising Section 4.E. of the charter during regular meetings, open to the public, on September 12, October 10 and November 14.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Clear attendance requirements for the Diversity, Equity and Inclusion Committee and increased opportunity to serve on the committee when others are no longer available to attend the meetings regularly.

ALTERNATIVES:

The City Council can also chose not to move forward with a recommended revision to the Diversity, Equity and Inclusion Committee Charter.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3104
 - A. Diversity, Equity, and Inclusion Committee Charter (December 2023)

RESOLUTION NO. 3104**A RESOLUTION OF THE CITY COUNCIL REVISING SECTION 4.E. OF THE DIVERSITY, EQUITY AND INCLUSION (DEI) COMMITTEE CHARTER.**

WHEREAS, the City Council unanimously passed Resolution 2626 in 2017 declaring Wilsonville as “an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture.”; and

WHEREAS, the committee has established by Resolution No. 2893 on May 3, 2021; and

WHEREAS, the committee was appointed on May 17, 2021; and

WHEREAS, the committee has been meeting regularly since July 2021; and

WHEREAS, the committee determined that they needed updated bylaws to ensure attendance and quorum for this committee; and

WHEREAS, the committee seeks to revise and replace Section 4.E of the Diversity, Equity and Inclusion Committee Charter; and

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

Replace Section 4.E. of the Diversity Equity and Inclusion Committee Charter to read:

Removal. A Committee member may be removed for misconduct or nonperformance of duty by motion, requesting that a member be removed by the Council. A committee member can be absent from four (4) meetings in one (1) calendar year, after the fifth absence in one (1) calendar year, the committee member will automatically be removed from the committee.

Effective Date: This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting on December 18, 2023, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

ATTACHMENT:

A. Diversity, Equity, and Inclusion Committee Charter (December 2023)

City of Wilsonville Diversity, Equity and Inclusion Committee Charter

Item 13.

December 2023

The Diversity, Equity and Inclusion Committee is hereby created as a deliberative and recommending body of the City Manager's Office, subject to the following:

Section 1. Name of Committee: Diversity, Equity and Inclusion Committee ("Committee").

Section 2. Purpose: To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Wilsonville City Council ("Council") on policy decisions related to diversity, equitable outcomes, and inclusion;

B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision-making process;

C. Advising the City on culturally responsive service delivery, programming, and communication strategies;

D. Creating, updating and overseeing progress on the City's Diversity, Equity and Inclusion Plan;

E. Identifying local community leaders and building more leadership capacity in Wilsonville's diverse communities.

Section 3. Appointment: The Mayor appoints and the City Council confirms Committee members, who serve at the pleasure of the Council.

Section 4. Membership:

A. *Number of Members.* The Diversity, Equity, and Inclusion Committee shall be composed of eleven (11) to thirteen (13) members.

B. *Residency.* Members must reside, own a business, or attend school within the City of Wilsonville city limits. A majority of members appointed must reside within the City limits. The

Council can appoint a member or members to the Diversity, Equity, and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the Committee.

C. Appointments. The Council will appoint the committee members. The Council will strive to appoint members to the Diversity, Equity, and Inclusion Committee who bring their lived experiences regardless of their immutable traits including but not limited to race, ethnicity, LGBTQ+, gender, socio-economic status/history, disability, age amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

D. Terms. Except as otherwise provided below, Committee Terms are for three years, commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity, and Inclusion Committee after a one-year hiatus from the Committee.

E. Removal. A Committee member may be removed for misconduct or nonperformance of duty by motion, requesting that a member be removed by the Council. A committee member can be absent from four (4) meetings in one (1) calendar year, after the fifth absence in one (1) calendar year, the committee member will automatically be removed from the committee.

F. Youth Members. The Council will appoint up to two (2) Wilsonville-area high school student(s) to serve up to (2) two one (1) year term on the Committee. The youth member(s) will be a voting member(s).

Section 5. Term of Voting-Member Appointments: To begin, members will be appointed for staggered three-year terms based on the fiscal year, scheduled so that four (4) or five (5) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of any term. Terms of appointment for less than three (3) years shall not

count towards the maximum time of service, including partial term appointments to fill vacancies and the initial appointment of Positions 1 – 9.

At the outset of the Committee, voting positions will be staggered as follows: five (5) positions are one-year or slightly less in duration and four (4) positions are a two-year duration or slightly less in duration, and four (4) positions are full three-year appointments or slightly less in duration; assuming appointment by June 1, 2021:

Position #1 – 1-year term: 6/1/21 – 12/31/22 next term: 1/1/22-12/31/25

Position #2 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #3 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #4 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #5 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #6 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #7– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #8– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #9– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #10 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #11 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #12 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #13 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Section 6. Organization: At the first meeting of each fiscal year, the Committee will elect a chair and vice-chair from the voting members.

The Chair (Vice Chair in the absence of the Chair) will preside over all meetings.

An appointed City staff person or outside contractor will serve as secretary to keep notes of each public meeting and assist with administrative tasks.

The Committee will meet on an agreed-upon schedule at least four (4) times per year. The Chair may also call a special meeting with one week's advance notice. Such meeting notice may be given by email or regular mail.

A meeting may be held without a quorum; however, to vote on a matter the committee must have a quorum present which will consist of a simple majority of appointed voting members.

Committee members may participate in a meeting by telephone or videoconference.

Unless falling under an exemption to public meetings laws, all meetings will otherwise be public meetings, announced and conducted in accordance with public meeting requirements.

Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition (“Roberts Rules”) shall govern each committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

Section 7. Voting: All members are entitled to vote in person (including by telephone or video conference) at a meeting. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted. A member who abstains from a vote shall be counted as present for purposes of the quorum but not counted as having voted on the question.

Section 8. Amendments: Recommendations to amend this Charter may be made at a regular or special board meeting and approved by a vote of at least two-thirds of the entire Committee. Such recommendations shall be reviewed by the City Attorney for legal compliance and conformance to City Code, and thereafter be presented to City Council for approval.

Adopted May 3, 2021 (Resolution 2893)

Amended December 4, 2023 (Resolution 3104)



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Resolution No. 3105 Purchase of one asphalt patch truck Staff Member: Scott Simonton, Fleet Services Manager Department: Fleet	
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 Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff is seeking Council approval for the award of a purchase contract in the amount of \$285,510.84, to Premier Truck Group of Portland, for the purchase of one asphalt patch truck.

EXECUTIVE SUMMARY:

The City's Public Works Department has identified the need for a truck equipped with asphalt patching equipment, to enable staff to repair potholes perform pavement maintenance work.

EXPECTED RESULTS:

Upon award of this purchase contract, Premier Truck Group of Portland will produce and deliver the vehicle and related equipment as specified.

TIMELINE:

Lead time is anticipated to be less than one year.

CURRENT YEAR BUDGET IMPACTS:

The agreed upon purchase price of \$285,510.84 was included in the current fiscal year 2023-24 budget.

COMMUNITY INVOLVEMENT PROCESS:

This purchase was discussed and approved by both the Budget Committee and the City Council.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Owning this equipment will allow Public Works staff to respond to pothole and street repair needs quickly and effectively.

ALTERNATIVES:

The City Council could choose not to award the contract.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3105
 - A. Contract

RESOLUTION NO. 3105**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE PURCHASE OF ONE ASPHALT PATCH TRUCK FROM PREMIER TRUCK GROUP OF PORTLAND.**

WHEREAS, The City of Wilsonville Public Works Department is in need of equipment to perform asphalt road repairs; and

WHEREAS, Purchase of this equipment was budgeted for, and included in, the FY 23-24 adopted budget; and

WHEREAS, Premier Truck Group of Portland holds a price agreement through the State of Oregon Department of Administrative Services (DAS) to supply the needed equipment; and

WHEREAS, Premier Truck Group of Portland has provided a quote of \$285,510.84 to supply the needed equipment based on a State of Oregon cooperative procurement contract.

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby award a purchase contract for the purchase of one asphalt patch truck to Premier Truck Group of Portland, in the amount of \$285,510.84, which contract is substantially similar to Exhibit A attached hereto.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of December 2023, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Contract

**CITY OF WILSONVILLE
COOPERATIVE PURCHASE
GOODS AND SERVICES CONTRACT**

This Cooperative Procurement Goods and Services Contract (“Contract”) for the Asphalt Patch Truck Purchase Project (“Project”) is made and entered into on this ____ day of November 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **PTG Oregon, LLC**, a Delaware limited liability company, doing business as **Premier Truck Group of Portland** (hereinafter referred to as “Supplier”).

RECITALS

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

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: State of Oregon Solicitation #DASPS-2295-20 and Supplier’s bid submitted in response thereto; Price Agreement No. 1640 with JMR Group, LLC (dba McCoy Freightliner) for Freightliner and Western Star Brand Vehicles, dated effective May 1, 2021, and all attachments thereto (the “State Contract”); Transfer of Rights and Obligations and Consent (Assignment & Assumption) of Price Agreement No. 1640 to PTG Oregon, LLC (dba Premier Truck Group), dated effective November 15, 2021; Amendment No. 1 to Price Agreement No. 1640, dated January 6, 2022; Amendment No. 2 to Master Blanket Purchase Order No. PO-10700-00004663, dated February 10, 2023; Amendment No. 3 to Price Agreement No. PO-10700-00004663, dated July 25, 2022; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the State Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the State Contract and amendments thereto shall be collectively referred to as the “Contract Documents.” All Contract

Documents should be read in concert and Supplier 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. Goods Purchased

Supplier will supply the new equipment described on the Quotation, attached hereto as **Exhibit A** and incorporated by reference herein (the “Equipment”).

Section 3. Equipment Price and Delivery

The price of the Equipment is TWO HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED TEN DOLLARS AND EIGHTY-FOUR CENTS (\$285,510.84), as shown on **Exhibit A**, and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon 7070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment and acceptance of delivery at the Delivery Location. The City will pay Supplier in full within 30 days of receipt and acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before June 30, 2024.

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

Section 4. Term

Unless earlier terminated in accordance herewith, the term of this Contract shall be from the Effective Date until June 30, 2024. Any extension option must be exercised by the City, in writing, prior to expiration of the Initial Term of this Contract or any subsequent Extension Term.

Section 5. Subcontractors and Assignments

Supplier shall not assign any of Supplier’s rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Supplier, provided Supplier 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. The City hereby agrees that Supplier will contract with Thermo-Lay Manufacturing to provide and install its asphalt patch equipment, which is a critical part of this Contract. Supplier acknowledges such services will be provided to the City pursuant to a subcontract(s) between Supplier 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 Supplier. 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 Supplier shall not be subject to additional reimbursement by the City.

Section 6. Warranties.

Supplier hereby agrees that Supplier will timely and thoroughly perform all warranty work. Work will be performed at the City's location unless the work cannot reasonably be performed on site. In that case, Supplier will be responsible for transporting the Equipment in need of warranty work from Wilsonville and back to Wilsonville. Supplier agrees to provide full warranty for labor and materials for all Equipment delivered to the City for a length of time not less than the manufacturer warranty for the specific Equipment. All warranties are from the date of delivery and acceptance by the City, and are in addition to, and not in lieu of, any other warranties provided by various manufacturers. Equipment warranties are attached hereto as **Exhibits B1 and B2**.

Section 7. Insurance

7.1. Insurance Requirements. Supplier 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 Supplier's activities or Work hereunder. The amount of insurance carried is in no way a limitation on Supplier's liability hereunder. The policy or policies maintained by Supplier shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

7.1.1. Commercial General Liability Insurance. Supplier shall obtain, at Supplier's 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.

7.1.2. Business Automobile Liability Insurance. If Supplier will be using a motor vehicle in the performance of the Work herein, Supplier shall provide the City a certificate indicating that Supplier has 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**.

7.1.3. Workers Compensation Insurance. Supplier 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. Suppliers 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.

7.1.4. Insurance Carrier Rating. Coverages provided by Supplier 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.

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

7.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Supplier 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. Supplier 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 Supplier 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.

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

Section 8. 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 Supplier.

Section 9. 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: Scott Simonton
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Supplier: PTG Oregon, LLC,
dba Premier Truck Group of Oregon
Attn: Dylan Dripps
9622 NE Vancouver Way
Portland OR 97211

Section 10. Miscellaneous Provisions

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

10.2. No Assignment. Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

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

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

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

10.6. 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.

10.7. 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.

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

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

SUPPLIER:

PTG OREGON, LLC,
dba Premier Truck Group of Portland

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

EXHIBIT A

Prepared for:
Martin Montalvo
WILSONVILLE CITY OF
29799 SW town Center Loop
Wilsonville, OR 97070
Phone: 503-570-1560

Prepared by: Item 14.
Dylan Dripps
PREMIER TRUCK GROUP OF
PORTLAND
9622 N.E. VANCOUVER WAY
PORTLAND, OR 97211
Phone: 503-283-0345

A proposal for CITY OF WILSONVILLE through DEPARTMENT OF ADMINISTRATIVE SERVICES PA 4663 and SOURCEWELL

Prepared by
PREMIER TRUCK GROUP OF PORTLAND
Dylan Dripps

Oct 12, 2023

2025 Freightliner M2 106 Plus
Contract chassis price \$114,844.00
Thermo-Lay quote 4.25CY \$168,647.84
Est. OR CAT Tax \$1,019.00
Your package Price \$285,510.84



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.9.202
Data Version PRL-28M.015
Copy of 106 PLUS model - Wilsonville
oil



10/12/2023 1:24 PM

Page 1 of 23

Prepared for:
 Martin Montalvo
 WILSONVILLE CITY OF
 29799 SW town Center Loop
 Wilsonville, OR 97070
 Phone: 503-570-1560

Prepared by: Item 14.
 Dylan Dripps
 PREMIER TRUCK GROUP OF
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 Phone: 503-283-0345

Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RS-30-185 30,000# U-SERIES SINGLE REAR AXLE
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 RADIUS ROD
 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
 SINGLE FRONT AXLE
 14,600# FLAT LEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4875MM (192 INCH) WHEELBASE
 NO FIFTH WHEEL
 11/32X3-1/2X10-15/16 INCH STEEL FRAME
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1900MM (75 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	114,844	\$	114,844
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	168,647.84	\$	168,647.84
CUSTOMER PRICE BEFORE TAX		\$	283,491.84	\$	283,491.84

TAXES AND FEES

TAXES AND FEES	\$	1,019	\$	1,019
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	284,510.84	\$	284,510.84
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COMMENTS:

Projected delivery on ____ / ____ / ____ provided the order is received before ____ / ____ / ____.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ____ / ____ / ____.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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 Martin Montalvo
 WILSONVILLE CITY OF
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Item 14.

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
DRL-015	SPECPRO21 DATA RELEASE VER 015		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-012	MAXIMUM 12% EXPECTED GRADE		
AB5-002	ROUGH, MAINTAINED, CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 42000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		



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 Martin Montalvo
 WILSONVILLE CITY OF
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Item 14.

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-003	TANK BODY		
AF3-2G2	ABC SUPPLY CO., INC.		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3BR	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79G-105	5 MINUTE IDLE SHUTDOWN - CONTINUOUS OVERRIDE WITH CLUTCH AND SERVICE BRAKE		
79K-014	PTO MODE ENGINE RPM LIMIT - 1800 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-008	PTO MODE CANCEL VEHICLE SPEED - 25 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-007	PTO SPEED 1 SETTING - 1000 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-015	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST, FEEDBACK AND INTERLOCKS, WITH PTO CONNECTIONS, ROLLING INTERLOCKS		
80T-015	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ROLLING INTERLOCKS		
Engine Equipment			
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-001	STANDARD OIL PAN		

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 Martin Montalvo
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 PREMIER TRUCK GROUP OF
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Data Code	Description	Weight Front	Weight Rear
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		



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Item 14.

Data Code	Description	Weight Front	Weight Rear
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-060	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
---------	--	--	--



Prepared for:
 Martin Montalvo
 WILSONVILLE CITY OF
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 PORTLAND, OR 97211
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Item 14.

Data Code	Description	Weight Front	Weight Rear
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM		
85F-034	MAXIMUM ENGINE SPEED FOR PTO OPERATION 2000 RPM		
85H-079	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 2000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-010	PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



Prepared for:
 Martin Montalvo
 WILSONVILLE CITY OF
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 PORTLAND
 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

Item 14.

Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC FRONT BRAKES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-004	FRONT DISC BRAKE ROTORS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-003	14,600# FLAT LEAF FRONT SUSPENSION	250	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	

Rear Axle and Equipment

420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		

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Data Code	Description	Weight Front	Weight Rear
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-010	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1DB	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		

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Data Code	Description	Weight Front	Weight Rear
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-487	4875MM (192 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	120	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	140	360
552-014	1900MM (75 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 126.38 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.71 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 70.6 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 93.76 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		



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Data Code	Description	Weight Front	Weight Rear
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-195	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	30	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60
Hubs			

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Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-014	WEBB IRON REAR HUBS		70
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAILO/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		



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Data Code	Description	Weight Front	Weight Rear
74B-005	RH VELVAC 8 INCH BRIGHT FINISH HOOD MOUNTED CONVEX MIRROR WITH SWING ARM BRACKET, DUAL VIEW	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
693-035	LH AND RH KICKPLATES		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		



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Data Code	Description	Weight Front	Weight Rear
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
78G-006	KEY QUANTITY OF 6		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-1AK	BLACK VINYL DRIVER SEAT COVER		
761-1AK	BLACK VINYL PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
838-001	(1) PNEUMATIC SINGLE BRAKE APPLICATION AIR GAUGE



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Data Code	Description	Weight Front	Weight Rear
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACTUATORS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		

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	Data Code	Description	Weight Front	Weight Rear
N	679-022	LEFTHAND/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		
	35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
	746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-998	NO AM/FM RADIO ANTENNA		
	748-044	UNIDEN PC78LTX FACTORY INSTALLED CB RADIO WITH SWR METER	5	
	749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
	752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
	74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
	8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
	6TS-006	TMC RP1226 ACCESSORY CONNECTOR LOCATED CENTER OF OVERHEAD CONSOLE		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
	329-121	FOUR EXTRA HARDWIRED SWITCHES IN DASH, INPUT POWER, NO OUTPUT WIRING		
	4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	4C4-017	HARDWIRE SWITCH #4, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
	264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		



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Data Code	Description	Weight Front	Weight Rear
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 962-974 POWDER GRAY (N0020EA) FRONT
 WHEELS/RIMS (PKGGRY21, G, PG1)
 966-974 POWDER GRAY (N0020EA) REAR WHEELS/RIMS
 (PKGGRY21, G, PG1)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 969-998 NO CAB/BODY EXTERIOR DECALS
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

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Item 14.

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7539 lbs	4870 lbs	12409 lbs
Total Weight⁺	7539 lbs	4870 lbs	12409 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

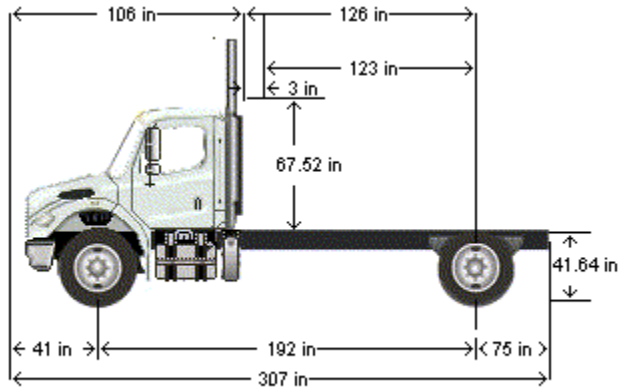


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Item 14.

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4875MM (192 INCH) WHEELBASE
Rear Frame Overhang (552)	1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	126.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	123.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	201.2
Cab Height (CH)	67.5
Wheelbase (WB)	191.9
Frame Overhang (OH)	74.8
Overall Frame Length	305.7
Overall Length (OAL)	307.5
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.6

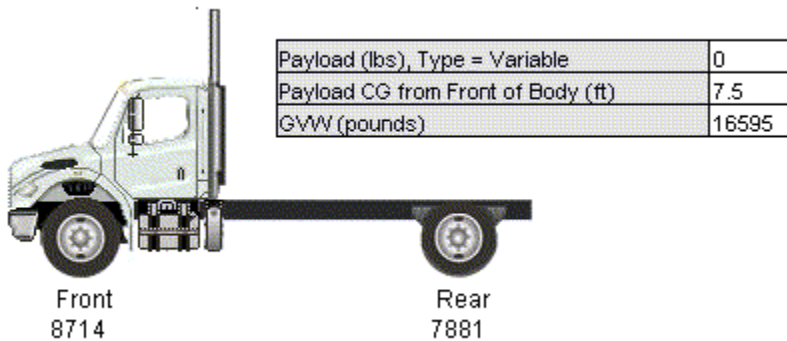
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

Item 14.

TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	12000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	30000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	42000
Expected GCW (lbs).....	80000.0
Wheelbase (545)	4875MM (192 INCH) WHEELBASE
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	65.551
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	68.551
Truck Configuration (AA3)	TANK BODY
Body Length (ft)	15.0
Body Weight (lbs)	3200.0
Body Horiz CG from Body Front (ft)	7.5
Body Front to Rear Axle(s) CL (ft).....	10.28
Driver Weight (lbs).....	500.0
Driver Horizontal CG from Front Axle (in).....	46.302
Left-Hand Primary Fuel/Hydraulic Tank (204).....	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in).....	93.5435
Right-Hand Primary Fuel/Hydraulic Tank (206).....	NO RH FUEL TANK

Prepared for:
 Martin Montalvo
 WILSONVILLE CITY OF
 29799 SW town Center Loop
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 Phone: 503-570-1560

Prepared by:
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Item 14.

Right Fuel Tank Horizontal CG (in) 0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	7539	4870	12409
Fuel / Oil	239	247	486
Driver	379	121	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	557	2643	3200
Truck Tare Weight	8714	7881	16595
Payload Total	0	0	0
Calculated Axle Loads	8714	7881	16595
Expected Axle Loads / GVW	12000	30000	80000
GAWR / GVWR	12000	24020	36020
Payload CG From Front of Body		7.5 feet	
Payload CG From Front Axle		13.2 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Item	Front(s)	Rear(s)	Total
Chassis Tare	7539	4870	12409
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Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



EXHIBIT B-1

LIMITED WARRANTY

Item 14.

Limited Warranty: Each machine manufactured by Thermo-Lay Manufacturing (or “the Company”) is warranted against defects in material and workmanship for a period of twelve (12) months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user for rental purposes, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. The limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy: Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company’s examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Thermo-Lay Manufacturing distributor’s location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, light bulbs, fuses, and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modification, or alternations without express written consent of the Company, which in the Company’s sole judgment, have adversely affected the machine’s stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident, or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure of the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, OR IMPLIED. INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company’s literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assure any other liability on behalf of the Company in connection with the sales, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within twelve (12) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements to its products without imposing any obligation upon itself to change or improve previously manufactured products.



Thermo-Lay Manufacturing
1953 E. Commercial Street, Meridian, ID 83642
406-259-9525
www.thermo-lay.com | info@thermo-lay.com

WARRANTY

The warranty administrator at Thermo-Lay Manufacturing may be reached in the following ways:

Telephone: 406-259-9525
 Email: Parts@Thermo-Lay.com
 Email: Info@Thermo-Lay.com

Thermo-Lay Manufacturing
 Attn: Warranty Department
 1953 E. Commercial Street
 Meridian, ID 83642

Parts requested under the warranty will be shipped with the understanding that the defective or filed parts are to be returned to Thermo-Lay within thirty (30) days. When parts are requested, the Warranty Department will require the equipment's serial number and a brief description of the failure or defect. The equipment's serial number and a brief description of the failure or defect **MUST** accompany any part being returned to the factory for warranty.

Parts must be returned and received by Thermo-Lay within thirty (30) days of the initiation date. Parts not returned within thirty (30) days will result in a rejection of the claim and the replacement parts shipped will be due and payable.

The shipment must be freight pre-paid to:

Thermo-Lay Manufacturing
 1953 E. Commercial Street
 Meridian, ID 83642

Return C.O.D. shipments will not be accepted. Return freight for approved claims will be reimbursed.

If Thermo-Lay determines that the parts do not need to be returned for warranty processing, the dealer/customer will be notified by email by Thermo-Lay.

Upon receipt of the part(s) Thermo-Lay will inspect the parts to make a determination of warranty. Thermo-Lay will notify the dealer/customer within sixty (60) days of the initiation date of the warranty.

NOTE: Failure to return the requested parts within the set time frame will void the warranty claim.

EXCLUSIONS AND LIMITATIONS

The warranty labor repair time allowances are based on actual or replacement times only. Warranty repairs are to be performed only at the authorized distributor's location or a facility approved by Thermo-Lay. If a warranty repair is to be completed by someone other than the authorized Thermo-Lay distributor, pre-approval must be obtained. If approval is granted, the warranty claim must clearly indicate who did the work, and a copy of their invoice must be attached electronically to the claim. Any third-party contractor will be allowed only the Standard Repair Time that would have been allowed the dealer. Travel time will be paid for actual time, up to a maximum of three (3) hours per claim. Travel hours will be reimbursed at ½ the warranty labor rate established for the dealer. There are no allowances made for the following costs or any similar field service expenses:

EXCLUSIONS AND LIMITATIONS

- Mileage
- Towing or hauling
- Fuel
- Phone calls
- Normal maintenance service
- Repairs due to initial faulty repair
- Road test of machine
- Diagnostic time, except when pre-approved for a qualified operation
- Dealer freight transfers between locations. The warranty does not apply to the following or any similar failures or costs unless it is the result of being directly damaged by the warrantable failure of a covered component.
- Failures caused by neglect, abuse, accident, misapplication, alterations to the machine after leaving the factory, failures caused by non-Thermo-Lay parts or acts of vandalism.
- Administrative fees
- Lodging
- Air freight
- Normal wear items
- Inspection services
- Oils, fluids, and filters
- Pre-delivery service and checks
- Routine adjustments
- Testing of repairs

WARRANTY REIMBURSEMENT WILL BE ISSUED AS A CREDIT TO THE DEALER/CUSTOMERS ACCOUNT.



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Time and Distance Tables

1.1 Freightliner Level II (Factory Released On or After 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining	
Category Determinants			
Road Surface - most severe in-transit between sites		Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	
		Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock	
Gross Combined Weight Rating		140,000 lb/63 505 kg or less -Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer’s Gross Vehicle Weight Rating			
2-Axle Unit		49,000 lb/21 000 kg or less	
3-Axle Unit		69,000 lb/31 000 kg or less	
4-Axle Unit		89,000 lb/40 000 kg or less	
5-Axles or More		98,000 lb/44 452 kg or less	
Coverage ¹			
Description		Time ²	Distance ²
Basic Vehicle		1 Year	100,000 mi/161 000 km
Battery		1 Year	100,000 mi/161 000 km
Brightwork		6 Months	Unlimited
Cab Corrosion/Perforation		5 Years	Unlimited
Cab Structure		3 Years	150,000 mi/241 000 km
Corrosion		6 Months	Unlimited
Crossmembers		5 Years	300,000 mi/483 000 km
Detroit Assurance ³		3 Years	300,000 mi/483 000 km
Emission Regulations ⁴			
Diesel Emission 2010 ⁵		5 Years	100,000 mi/161 000 km
GHG21 ⁶ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)		5 Years	100,000 mi/161 000 km
GHG21 ⁶ Tire (File Direct)		2 Years	24,000 mi/38 400 km
Frame Rails		5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁷			
Detroit ⁸		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Paint		1 Year	100,000 mi/161 000 km
Paint, Chassis		6 Months	Unlimited
Rear Axle ⁹			
Detroit ⁸		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Transfer Case		2 Years	100,000 mi/161 000 km

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.

Coverage ¹		
Description	Time ²	Distance ²
Transmission ¹⁰		
Detroit DT-12 ⁸	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ Coverage applies to vehicles spec'd with Detroit Assurance; this option is available on the Cascadia and New Cascadia.

⁴ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁵ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁶ Applies to models 2013 and later domiciled in the United States and Canada.

⁷ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁸ Access Detroit parchments at *DTNACONnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁹ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

¹⁰ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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1.2 Freightliner Level II (Factory Released Prior to 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining	
Category Determinants			
Road Surface - most severe in-transit between sites		Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	
		Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock	
Gross Combined Weight Rating		140,000 lb/63 505 kg or less	
		-Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer's Gross Vehicle Weight Rating			
2-Axle Unit		46,000 lb/20 865 kg or less	
3-Axle Unit		66,000 lb/29 937 kg or less	
4-Axle Unit		86,000 lb/39 008 kg or less	
5-Axles or More		98,000 lb/44 452 kg or less	
Coverage ¹			
Description		Time ²	Distance ²
Basic Vehicle		1 Year	100,000 mi/161 000 km
Battery		1 Year	100,000 mi/161 000 km
Brightwork		6 Months	Unlimited
Cab Corrosion/Perforation		5 Years	Unlimited
Cab Structure		3 Years	150,000 mi/241 000 km
Corrosion		6 Months	Unlimited
Crossmembers		5 Years	300,000 mi/483 000 km
Emission Regulations ³			
Diesel Emission 2010 ⁴		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)		2 Years	24,000 mi/38 400 km
Frame Rails		5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁶			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Paint		1 Year	100,000 mi/161 000 km
Paint, Chassis		6 Months	Unlimited
Rear Axle ⁸			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Transfer Case		2 Years	100,000 mi/161 000 km

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Coverage ¹		
Description	Time ²	Distance ²
Transmission ⁹		
Detroit DT-12 ⁷	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACONnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

2.1 Axles

Front/Steer Axle

Detroit

A steer axle is non-powered. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, spindles, kingpins, kingpin bearings, and steering arms. Tie rod assembly and boots may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

Rear/Drive Axle

Detroit

A rear drive axle can be a single or tandem axle configuration. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, and axle shafts. Seals and gaskets may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.*

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Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

2.2 Basic Chassis/Vehicle

Note: Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Buses (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

2.3 Batteries

*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

Standard Battery

Coverage includes Alliance,* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. *Excludes non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

Cranking Battery Only

Coverage includes Alliance,* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

Auxiliary Battery Only

Coverage includes Alliance,* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

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2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.*

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2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).*

2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please refer to Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

2.15 Paint (Body, Cab, Cowl)

Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

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Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

2.19 Transmission

Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

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Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle/axle); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect > Warranty Lit > Other Warranty Documents > [Coverages](#)*.

3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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Engine Major Component Warranty Coverage

Engine major component warranty covers casting defects. Casted engine major components are: cylinder block/head, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, oil coolant module casting, water pump housing, and air inlet housing. Coverage is for the failed engine major component only; labor and additional parts are excluded. Progressive damage is limited to only the engine major component(s) affected by the failure.

Engines used in the on-highway application may carry longer coverage on engine major components; review the applicable Warranty parchment for coverage:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations \(Diesel Vehicles\)](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations \(Diesel Vehicles\)](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the Warranty shall not be affected.

3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

3.6 Emission Regulations (Diesel Vehicles)

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with requirements of manufacturers whose vehicles and engines are designed to meet applicable Greenhouse Gas (GHG) and Fuel Efficiency Standards of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board (CARB). Engines and vehicles are free from defects in material and workmanship which cause the engine or vehicle to fail to conform with

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those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of operation, whichever occurs first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Coverage exclusions are listed in *Coverage Exclusions* elsewhere in this section.

Warranted Components

Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.

Diesel engines certified to California model year 2022 and later standards come with emission warranty periods of 5 years/150,000 miles if medium heavy duty and 5 years/350,000 miles if heavy heavy duty.

Coverage is determined based on engine and vehicle emissions model year. To determine an engine's emissions model year, refer to the EPA/CARB certification label on the engine. To determine the vehicle's emissions model year, refer to the EPA/CARB certification label on the driver's door or door jamb.

Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
A-Pillar Turning Vane					X
Aerodynamic Quarter Fenders					X
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aerodynamic Wheel Covers					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Automatic Engine Shutdown Timer - Sleep Cab Tractors: Includes Auxiliary Technologies (Battery or Diesel Auxiliary Power Unit, Fuel-Operated Heater, Engine Start-Stop)					X
Automatic Engine Shutdown Timer - Vocational					X
Automatic Tire Inflation System					X
Cam Sensor			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Camshaft Position Sensor	X			X	
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Chassis Fairing Skirts					X
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	
Drive Wheel Fairings					X
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Engine Start/Stop System					X
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings (Chassis Fairings)					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Gas Cap			X		
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Neutral at Stop - Allison Automatic Transmissions ⁵					X
Neutral Coast - Detroit eCoast, Cummins/Eaton Smart-Coast ⁵					X
Oxygen (O ₂) Sensors			X		
Oil Fill Cap			X		
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Predictive Cruise Control - Detroit Intelligent Powertrain Management (IPM), Cummins Predictive Cruise Control					X
Purge Control Valve			X		
Rear Axles ⁵					X
Roof Spoilers					X
Side Extenders					X
Spark Plugs ⁶			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Tire Pressure Monitoring System					X
Tires ⁷					X
Transmissions ⁵					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

¹ Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

² Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

³ The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

⁴ Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition engines and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Compression ignition engines and medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

⁵ To the extent warranted under component manufacturers' GHG21 emission-related warranty responsibilities, as detailed in warranty documentation.

⁶ Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

⁷ Coverage period is 2 years/24,000 miles, whichever occurs first. File claims directly to tire manufacturer.

3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the Parts Distribution Center (PDC).

Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

Note: Mounting loose covers on Freightliner Cascadia trucks may be reimbursed; varies by model/specifications.

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Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)

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- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear photo is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas

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- Light bulbs*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-drier filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

* Sealed light and LED assemblies are not considered consumable.

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

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Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

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Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP ¹
Freightliner, Western Star	Up to 15,000 miles/24 000 km ²
FCCC	Up to 25,000 miles/40 000 km ²
TBB Bodies and TBB Chassis ³	Up to 6 months from in-service date

¹ IOP does not apply to powertrain components.

² The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

³ TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

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- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose and Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
 - Hot surface
 - Moving part
 - Sharp edge

Such claims should be filed with 28 - *Part Improperly Installed* as the *Cause* code; photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

Loose Components

During the manufacturing process, certain components are placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to:

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- Aerodynamic wheel covers
 - Exception: Mounting covers on Freightliner Cascadia trucks may be reimbursed; varies by model/specifications
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets
- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not reimbursed, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping and bulk shop supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- For non-powertrain component repairs, the removal, repair, or replacement of:

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- Components/parts and optional items that are not sold or installed by Company
- Equipment installed by a body builder, customer, or service location
- Dynamometer testing on non-Company engines after repairs have been performed
- Shop hardware supplies that are not itemized on the claim as “parts used” (e.g., common bolts, washers, nuts, tie straps, cotter pins, etc.)
- Time spent waiting at a counter to obtain a part, etc.
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

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Routine Maintenance

Routine or preventative maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

Reminder: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations keep the signed form on file and register the vehicle with DTNA for Warranty.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

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CITY COUNCIL MINUTES

December 04, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, December 4, 2023. Mayor Fitzgerald called the meeting to order at 7:02 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
 Council President Akervall
 Councilor Linville - Excused
 Councilor Berry
 Councilor Dunwell

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
 Andrew Barrett, Capital Projects Engineering Manager
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Chris Neamtzu, Community Development Director
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Mark Ottenad, Public/Government Affairs Director
 Nancy Kraushaar, PE, Civil Engineer
 Zoe Mombert, Assistant to the City Manager

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

Motion: Moved to table the final item Resolution No. 3091 until the next City Council meeting, December 18, 2023.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

Motion: Moved to approve the amended agenda.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

4. Wilsonville Wildcats Week Proclamation

The Mayor read a proclamation declaring December 4 - 8, 2023 as Wilsonville Wildcats Week in Wilsonville. Proclamations were then presented to the team.

Next, the Mayor shared her own lived experience as a female varsity soccer player for Oregon State University in the early years of Title IX.

Council then took photos with the team.

The following players were honored:

Jasmine Brown	Camryn Schaan	Shea Moomaw	Sophia Lopez
Tegan Waters	Addie Arakelian	Kenley Whittaker	Caroline de la Motte
Brooklyn Bybee	Avery Underhill	Taylor Smith	Lorianne
Grace Wilson	Ashlyn Ring	Campbell Lawler	Meredith Krecklow
Resse Holsey	Kiah Fee	Brianna Crane	Justine Sheets

Student managers recognized included:

Madeline Downie Gabby Barrett

Coaching staff recognized included:

Head Coach Alex Boehm	Assistant Coach Tammy Sue Bradley
Assistant Coach CJ Koll	Assistant Coach Andreas Hodges

5. Employment Contract Renewal for Municipal Court Judge Fred Weinhouse

The Mayor noted the City was fortunate to have the services of Judge Weinhouse for the Municipal Court, which was responsible for providing a local forum for adjudicating violations of City ordinances, parking infractions, and state traffic laws within the City's jurisdiction.

Moreover, Judge Weinhouse had served in the capacity of Municipal Court Judge since January 2017 and had served the City well in the adjudication of cases in an expeditious, impartial, and consistent manner.

During his tenure, Judge Weinhouse had promoted public safety through education, adjudication, and compliance programs.

Furthermore, staff recommends that the Council renew the employment contract for Municipal Court Judge Fred Weinhouse for a period of two years with an effective date of January 5, 2024.

The Mayor then called for a motion to renew the employment contract of Judge Weinhouse.

Motion: Moved to approve the extension of Fred Weinhouse's employment agreement as Municipal Court Judge from January 5, 2024 to January 5, 2026 as outlined in the employment agreement.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

6. Upcoming Meetings

The Mayor reported on a number of passed and upcoming events.

Leaf Day

- Leaf Day collection event was held at City Hall in November 2023.
- Dozens of residents stopped by to drop-off their raked leaves for collection and composting by Republic Services.
- During the event, residents donated nearly \$600 to Wilsonville Community Sharing, the local social-service referral agency and Oregon Food Bank operator.

Boards and Commission Interviews

- The Mayor spent several days conducting interviews with constituents who had volunteered to serve on a City board or commission.
- The Mayor added the City was fortunate to have residents and business owners of such high caliber apply to serve Wilsonville.
- The Mayor disclosed applications were kept on file for a year for future consideration.
- Recommendations for appointments/reappointments would be brought forth to the next City Council meeting.

ODOT I-5 Boone Bridge Open House

- On November 16, 2023, Council along with close to 100 area residents attended the Oregon Department of Transportation's open house on the I-5 Boone Bridge Replacement and New Bike/Pedestrian Facility Project held at Wilsonville City Hall.
- The Mayor recalled how year in and year out Boone Bridge, which crosses; I-5 over the Willamette River had caused many traffic delays.
- The event focused on the design elements of a new, seismic I-5 Boone Bridge, including options for a bicycle and pedestrian facility.
- The Mayor shared at the open house attendees were encouraged to walk around talk to engineers about the designs and provide feedback. In addition, feedback had also been received by a survey created by ODOT.
- ODOT was considering two options for a bike/pedestrian facility across the Willamette River:
 1. A sidewalk along I-5 on the highway bridge; and
 2. Advancing the City's long-proposed French Prairie Bridge from Old Town to Clackamas County's Boones Ferry Marina.
- The Mayor was excited to have ODOT seriously looking at the French Prairie Bridge as a way to more safely connect the Portland Metro-Area Ice Age Tonquin Trail with the Willamette Valley Scenic Bike Route.

Oregon Department of Aviation Meeting

- The Mayor joined by Councilor Linville and Community Development Director Chris Neamtzu, both of whom serve on the Aviation Department's Aurora State Airport Planning Advisory met with leaders of the Oregon Department of Aviation.
- Additionally, Public and Government Affairs Director Mark Ottenad and Public Affairs Consultant Greg Leo also attended.
- During the two-hour-long meeting a litany of issues, including land-use and transportation concerns around the Aurora State Airport were discussed. In addition, discussed was that despite the City constantly expressing concerns to the Department of Aviation through numerous communication channels, the City felt it did not have a legitimate seat at the table to voice concerns of citizens regarding the proposed 1,000-foot extension of Aurora State Airport.
- The Aviation Director Kenji Sugahara and his staff indicated that the Department of Aviation was changing in its relations with local governments and sought to comply with state laws.
- The Mayor acknowledged that in the area the Aurora Airport was an important factor and played an important role. Therefore, the City wants a proper role in any planning.

DEI Committee Speaker Series

- The City's Diversity, Equity and Inclusion (DEI) Committee's Speaker Series would start up again.
- The Speaker Series reviews topics critical to understanding the lived experience of historically marginalized community members.
- On December 6, 2023, local resident Elizabeth Brashear would share her story. "Fleeing Displacement and Escaping El Salvador's Civil War for Life in America."
- The Mayor noted that the presenter was not a relative of SMART Transit Director Dwight Brashear.
- The presentation was to be held at the Wilsonville campus of Clackamas Community College.

DEI Committee Las Posadas Event

- December 19, 2023 the DEI Committee would host a Las Posadas event at the Wilsonville Public Library.
- Las Posadas, a global nine-day event during December that highlights the virtues of unity, hospitality, and faith through the biblical story of Mary and Joseph's journey to Bethlehem in search of shelter.
- Throughout Las Posadas, nightly celebrations re-enact the Nativity story, and feature piñatas and a rich assortment of food, music, and holiday tradition.
- The DEI Committee Las Posadas celebration was to include light refreshments, music, and other surprises to delight guests of all ages.

Hanukkah

- It was recognized that in December was the Jewish festival of Hanukkah that commemorates the recovery of Jerusalem and subsequent rededication of the Second Temple.

Joint Transportation Committee Subcommittee Hearing

- The Oregon Legislature's Joint Transportation Committee Subcommittee on Transportation Planning would hold a public hearing regarding tolling on December 14, 2023 at Wilsonville City Hall.
- Based on legislative direction, the Oregon Department of Transportation was working on plans to toll I-5 and I-205 as a way to generate highway-improvement revenue and to manage traffic congestion.
- The focus of the public meeting was on three specific issues:
 1. Impact of tolling on local residents with limited alternative routes;
 2. Public transportation; and
 3. Proximity to retirement communities
- The subcommittee invited public testimony.

Travel Oregon Grant Award

- The Parks and Recreation Department was awarded a \$100,000 competitive grant by the Oregon Tourism Commission, doing business as Travel Oregon.
- The \$100,000 grant was for a feasibility study and conceptual plan that focuses on ADA-compliant river access for non-motorized watercraft like canoes and kayaks at Boones Ferry Park.
- The grant would advance the Boones Ferry Park master plan.
- The Mayor recalled access to the Willamette River had been an interest of the community and a Council Goal.

City Council Meeting

- The next City Council meeting was scheduled for Monday, December 18, 2023.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND 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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

There was none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Akervall

Councilor Akervall provided details of the below events:

- ODOT I-5 Boone Bridge open house event on November 16, 2023
- Tree Lighting on November 30, 2023
- Urban Renewal Task Force meeting on November 30, 2023

8. Councilor Linville - Excused

9. Councilor Berry

Councilor Berry provided details of the below events:

- Wilsonville High School Performance Art Center building dedication on November 13, 2023
- ODOT I-5 Boone Bridge open house event on November 16, 2023
- Tourism Promotion Committee meetings on November 9 and 29, 2023
- Clackamas County Coordinating Committee (C4) Metro Subcommittee meetings on November 13, and December 13, 2023

10. Councilor Dunwell

Councilor Dunwell provided details of the below events:

- French Prairie Forum presentation from Representative Kevin Mannix on the Westside Express Service (WES) extension on November 15, 2023
- Tree Lighting on November 30, 2023
- Willamette Falls and Landings Heritage Area Coalition meeting on November 20, 2023

Councilor Dunwell then mentioned her support of Resolution Nos. 3094 (Friends of Trees) and 3100 (Backyard Habitat) to be voted on during the Consent Agenda. She noted the issue of climate change and the importance of tree canopies.

Lastly, the Mayor informed the audience of the passing of Don Anderson whom was the co-owner of Vanguard Brewing and spouse of one of the City's volunteers.

CONSENT AGENDA

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

11. **Resolution No. 3094**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of Friends Of Trees For FY 23-24 Through FY 25-26.

12. **Resolution No. 3095**

A Resolution Of The City Of Wilsonville Adopting The Updated South Metro Area Regional Transit Public Transportation Agency Safety Plan.

13. **Resolution No. 3098**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The Priority 1B Water Distribution Improvements Project.

14. **Resolution No. 3100**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of The Backyard Habitat Certification Program For FY 23-24 Through FY 25-26.

15. **Resolution No. 3101**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With Absco Solutions For Updating Card Access And Security Cameras At The Library.

16. **Resolution No. 3102**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With CompuNet, Inc. For Refresh Of The Virtual Computing Environment.

17. Minutes of the November 6, 2023 City Council Meeting.

Motion: Moved to adopt the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

NEW BUSINESS**18. Resolution No. 3022**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute Guaranteed Maximum Price (GMP) Amendment No. 3 To The Progressive Design-Build Agreement For The Boeckman Road Corridor Project With Tapani Sundt | A Joint Venture.

The City Attorney read the title of Resolution No. 3022 into the record.

The Mayor noted Council discussed and asked questions of staff during the Work Session prior to the meeting.

Motion: Moved to adopt Resolution No. 3022.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

The Mayor commended staff for their work on the big project that focused on safe streets, walkways, pedestrian areas, and environmentally conscious development in the Frog Pond area. The project, which had been discussed in Work Session involved many different things, including the Boeckman Road project. The Mayor fully supported Resolution No. 3022.

Councilor Dunwell reiterated the comments she had made during Work Session. As a citizen of Wilsonville, Councilor Dunwell believed that the City had a responsibility to plan for the future despite economic challenges. The Councilor emphasized the importance of considering the needs of all citizens, particularly those in Frog Pond, and paying attention to the school. Furthermore, not forgetting that the project was not just about the road but it was about building for the future.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

CONTINUING BUSINESS**19. Resolution No. 3091**

A Resolution Of The City Of Wilsonville Adopting The Findings And Recommendations Of The Solid Waste Collection Rate Report Date October 2023 And Modifying The Current Republic Services Rate Schedule For Collection And Disposal Of Solid Waste, Recyclables, Organic Materials And Other Materials, Effective February 1, 2024.

This item was tabled until the December 18, 2023 City Council meeting.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager reminded Council to respond to the email regarding the training for the Council's trip to Kitakata, Japan. Once, responses are received staff would create an itinerary.

The Mayor then mentioned an email from the Megumi Dote of Aizu Kitakata International Association, which included a thank you letter from the Mayor of Kitakata. The email and letter have been added to the record.

LEGAL BUSINESS

The City Attorney recalled a change to Oregon law regarding public contracting thresholds, which she had shared with Council at a prior meeting.

The City Attorney explained there were different types of solicitations the City can do at different thresholds, which would go into effect January 1, 2024. The Legal Department was working on a public contracting project to be more consistent with the new state law. This would be brought forward to Council in the spring of 2024. In the meantime, Council was asked to consider adopting the new state thresholds.

Motion: Moved to approve the public contracting solicitation thresholds, stated in Senate Bill (SB) 1047 for the City of Wilsonville, beginning January 1, 2024.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

ADJOURN

The Mayor adjourned the meeting at 8:02 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Resolution No. 3091 A Resolution of the City of Wilsonville Adopting the Findings and Recommendations of the <i>Solid Waste Collection Rate Report, October 2023</i> , and Modifying the Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials, Effective February 1, 2024. Staff Member: Stephanie Davidson, Assistant City Attorney; Mark Ottenad, Public/Government Affairs Director Department: Legal; Administration	
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 type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Adoption of Resolution No. 3091 will increase the City's solid waste collection and disposal rates, effective Feb. 1, 2024.	
Staff Recommendation: City Council adopts Resolution No. 3091.			
Recommended Language for Motion: I move to adopt Resolution No. 3091.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Solid-Waste Franchise Ordinance No. 814 (succeeded by Ordinance No 883, effective Jan. 1, 2024)		<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Should City Council adopt the *Solid Waste Collection Rate Report, October 2023*, (“Rate Report”), which is attached as Exhibit A to Resolution No. 3091, and increase the City’s solid waste collection and disposal rates in accordance with the *Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials, Effective February 1, 2024* (“Proposed 2024 Rate Sheet”), which is attached as Exhibit B to Resolution No. 3091?

EXECUTIVE SUMMARY

Ordinance No. 814 includes the City’s Franchise Agreement with Republic Services, and governs Republic Services’ provision of solid waste collection and disposal service to City residents. Ordinance No. 814 provides that the City’s goal is to provide franchisee Republic Services an operating margin or rate of return (“ROR”) (*i.e.*, profit) of 10% of allowable expenses; rates are recalibrated by the City if the ROR falls below 8% or above 12%.

Relying on the Rate Report, which was produced for the City by Chris Bell, CPA, City staff have determined the following facts (all with respect to Republic Services’ activities under its exclusive franchise with the City):

- Republic Services’ composite ROR for 2022 was 10.8% (“Composite” means the combined ROR of Republic Services’ three lines of business: residential (roll cart), commercial (container), and industrial (drop box)); and,
- Republic Services’ projected composite ROR for 2023 is 5.73% (0.74% for residential, 6.84% for commercial, and 7.95% for industrial).

Republic Services has submitted a written request for an Extraordinary Rate Increase to the City (the initial letter was dated November 21, 2023, and a revised copy including improved citations is dated December 7, 2023). The term “Extraordinary Rate Increase” is a term defined in the Franchise Agreement (Ordinance No. 814), and is explained in greater detail below. This letter outlines the reasons Republic Services believes an Extraordinary Rate Increase is justified.

City staff recommend granting Republic Services an Extraordinary Rate Increase in accordance with the Proposed 2024 Rate Sheet for the reasons outlined below.

Republic Services’ Projected “Operating Margin” (*i.e.*, Composite ROR) is Too Low

City staff recommend that City Council increase Republic Services’ rates because franchisee’s projected composite ROR for 2023 is well below 8%. See Article VIII, Section 4 of Ordinance No. 814 (“It is the goal of this Franchise to provide Franchisee with a target Operating Margin of [10%] of Gross Revenues, but no less than [8%]”). The Rate Report states that Republic Services’ projected composite ROR for 2023 is 5.73%. See page 2, Table 3 (titled “Projected 2023 Financial Performance for Wilsonville) of the Rate Report.

The following factors are notable and help explain the impact that increased costs are having on Republic Services’ ROR (these are findings of the Rate Report):

- The rate of inflation for 2023 is 3.37% for general expenses.
- Allowable expenses are increasing by 6.8%. See page 3, Table 3 (titled “Projected 2023 Financial Performance for Wilsonville”) of the Rate Report.
- There are a number of expense categories that are increasing at rates higher than the rate of inflation, 3.37% for 2023:
 - Union Driver Wages - 6.90%;
 - Recycling Processing - 27.1%;
 - Waste Disposal - 8.92%; and,
 - Health Insurance - 6.90%.

See the following portions of the Rate Report: (1) page 2, section titled “Projected Results for 2023 and 2024”, (2) page 2, table 2, titled “Line Item Inflation Assumptions for 2023,” and (3) page 3, section titled “Projected 2023 Expenses,” and (4) page 3, table 3, titled “Projected 2023 Financial Performance for Wilsonville.”

Franchise Agreement: “Extraordinary Rate Increase” Requirements

The following section (Article VIII, Section 5 of Ordinance No. 814, titled “Extraordinary Rate Increase”) governs Extraordinary Rate Increases:

In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee’s annual cost for Allowable Expenses, and is projected to decrease Franchisee’s Operating Margin below eight percent (8%) of Gross Revenues, then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee’s calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by City Council through a resolution. Franchisee’s request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee’s request meets the requirements of this Section 5. This Section is not to be construed as to require the City to accept that Franchisee’s calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee’s request does not meet the requirements of this Section. The City may undertake any review of Franchisee’s books, records, and accounts necessary to evaluate the validity of Franchisee’s request for an Extraordinary Rate Increase.

A rate increase granted under this section requires that there is an “extraordinary or unanticipated event” that justifies the request. The phrase “including a change in law, a change

in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service” provides examples of “extraordinary or unanticipated event[s].” City staff do not interpret this list to be exclusive (i.e., facts other than those listed in this phrase could be deemed “extraordinary or unanticipated event[s]”).

Factors Supporting an Extraordinary Rate Increase

City staff believe that City Council would be justified in finding that there are “extraordinary or unanticipated event[s]” that justify the proposed extraordinary rate increases based on the Rate Report and the reasons cited in Republic Services’ letter dated December 7, 2023.

Proposed Rate Adjustments

City staff recommend increasing the City’s solid waste collection and disposal rates, effective February 1, 2024, in accordance with the Proposed 2024 Rate Sheet.

According to the Rate Report, an average rate increase of 5% - and even larger rates increases for certain services – is required to meet the City’s stated goal of providing Republic Services with a ROR of 10%. See Article VIII, Section 4 of Ordinance No. 814. Here is a high-level summary of the rate increases that will result from City Council’s adoption the Proposed 2024 Rate Sheet, by customer type:

- **Residential service:** Rate increase averages 9.2% (range is 8.8% to 9.5%, depending on size of the cart).
- **Commercial service:** Rate increase averages 7.5% (range is 6.7% to 8.0%, depending on size of the container).
- **Industrial service:** Rate increase averages 5.0%.

The increase in rates that result from City Council’s adoption the Proposed 2024 Rate Sheet are listed by customer and service type in these sources:

- Pages 3-5 of the Rate Report, including:
 - Table 5, titled “Proposed Rate Increase for Residential Collection Service”
 - Table 6, titled “Proposed Rate Increases for Commercial Container Service.”
 - Table 7, titled “Proposed Rate Increase for Drop Box / Roll Off Compactor”
 - Table 8, titled “Calculation of the Revenue Requirement”
- Attachment 4, titled “2024 Solid Waste Collection & Disposal Rate Sheet Calculations”

The increase in rates that result from City Council’s adoption the Proposed 2024 Rate Sheet varies by type of customer class, size of container and related costs of collection, processing, and disposal. There are a few reasons these proposed rate increases are not uniform:

- In the past, City Council has stated that it wants to reward customers who generate less garbage by keeping rates payable for the smallest cart and containers as low as possible.
- Larger size garbage containers hold more solid waste for disposal; *i.e.*, disposed waste for larger garbage containers is a greater percentage of a residential customer's package, which includes containers for mixed recycling, organics and glass/batteries.
- With respect to only industrial customers, the actual rate payable by the customer includes a drop box distance fee of \$4.70/mile. If Republic Services must travel more than 18 miles (roundtrip) from its location to the customer's location, or the collected waste material requires disposal at distant locations, such as Coffin Butte Landfill (Corvallis) or the Hillsboro Landfill, the customer must pay a higher fee.

Information on "Metro" Fees

City Councilor Akervall has asked follow-up questions seeking clarification on the "Metro fees" that are cited in "Metro" fees illustrated on page 5 to Attachment 2 (slide titled "Solid Waste Disposal Expense" in the presentation titled "Additional Information on the Cost of Solid Waste and Recycling Collection").

Two items listed under the table column Tip Fee Cost are actual Metro fees: both the Disposal Cost and Metro Fees are two different sets of fees that Metro imposes and collects; Metro also collects the DEQ / Host Fee. Any customer bringing a ton of garbage to Metro pays \$137.30 per ton in 2023.

Attachment 3 (titled "Disposal and Processing Fees at Metro Transfer Stations, Effective July 1, 2023"), illustrates the various fee components that total \$137.30/ton fee, composed of transaction fee and tip fee. The Metro tip fee or disposal cost components include:

Tonnage Fee (Disposal Cost)	\$ 89.72/ton
Other Fees and Taxes	
Regional System Fee	\$ 31.41/ton
Metro Excise Tax	\$ 13.28/ton
DEQ Fees	\$ 1.89/ton
[Community] Enhancement Fee	\$ 1.00/ton
Total Disposal/Tip fee	\$137.30/ton

In addition to this tonnage fee, Metro assesses a transaction fee of \$6.75 per transaction.

Page 5 of Attachment 2 (slide titled "Solid Waste Disposal Expense" in the presentation titled "Additional Information on the Cost of Solid Waste and Recycling Collection") illustrates that Metro-only fees composed of Disposal Cost and Metro Fees increased by 11.5%, from \$120.56 in 2022 to \$134.41 in 2023. Here is the math (data is from the slide cited above):

	2022	2023
Disposal Cost	\$78.39	\$89.72
Metro Fees	\$42.17	\$44.69
Total	\$120.56	\$134.41

History of Recent Years' Prior Results of Solid Waste Collection Rate Reviews

Since adoption of Ordinance No. 814 in 2019, the City has conducted four rate reviews (in 2019, 2020, 2021 and 2022). If City Council adopts the Proposed 2024 Rate Sheet, solid waste collection and disposal rates payable by City residents will increase for the first time since 2018 (a five-year period).

Here is a summary of the results of these four recent rate review processes:

Year	Projected ROR for next year	Actual ROR for prior year	Result of Rate Review Process
2019 Resolution No. 2775	18.4%	N/A	<ul style="list-style-type: none"> 50% reduction of a temporary recycling surcharge (a \$1.25/month reduction from \$2.50/month to a net charge of \$1.25/month). No change to solid waste collection and disposal rates, except as noted above (<i>i.e.</i>, 2018 rates remained in effect).
2020 Resolution No. 2865	11.3%	16.1%	<ul style="list-style-type: none"> No change to solid waste collection and disposal rates (<i>i.e.</i>, 2018 rates remained in effect).
2021 Resolution No. 2931	18.4%	16.2%	<ul style="list-style-type: none"> Elimination of the temporary recycling surcharge (a \$1.25/month reduction). Rates were reduced for all classes of customers, less than 2018 rates (<i>e.g.</i>, residential service rates decreased an average of 4.7%, commercial service rates decreased an average of 7.6%, and industrial service rates decreased an average of 10.1%).
2022 Resolution No. 3004	9.8%	15.8%	<ul style="list-style-type: none"> No change to solid waste collection and disposal rates (<i>i.e.</i>, 2021 rates, which were lower than 2018 rates, remained in effect).

A summary of Wilsonville's Rate Changes 2018 to 2023 for three typical classes of customers (residential 35 gallon cart, commercial 3 yard weekly service, and industrial 20 yard drop box) is also provided on page 9 of Attachment 2 (slide titled "Wilsonville's Rate Changes 2018 to 2023" in the presentation titled "Additional Information on the Cost of Solid Waste and Recycling Collection").

EXPECTED RESULTS:

City Council's prospective adoption of Resolution No. 3091 will increase solid waste collection and disposal rates for all classes of customers, effective February 1, 2024.

TIMELINE:

- December 18, 2023: City Council's prospective adoption of Resolution No. 3091, which adopts the Rate Report and Proposed 2024 Rate Sheet.
- February 1, 2024: New solid waste collection and disposal rates become effective.

CURRENT YEAR BUDGET IMPACTS:

The Rate Report projects City solid waste franchise fee revenue (5% of revenue) for calendar year 2023 of \$418,166. See page 9 of the Rate Report.

COMMUNITY INVOLVEMENT PROCESS:

The City's rate review process involved an examination of Republic Services' books, records, and accounts, and other requested input and clarification from Republic Services representatives.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community benefits by continuing to receive Republic Services' solid waste collection and disposal services. If solid waste collection and disposal rates are increased, the City will financially benefit because funds that it receives from Republic Services in payment of the 5% franchise fee will also increase by a corresponding amount.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Republic Services letter seeking a Request for Extraordinary Rate Increase, December 7, 2023
2. Additional Information on the Cost of Solid Waste and Recycling Collection, December 4, 2023
3. Disposal and Processing Fees at Metro Transfer Stations, Effective July 1, 2023
4. 2024 Solid Waste Collection & Disposal Rate Sheet Calculations
5. Resolution No. 3091, A Resolution of the City of Wilsonville Adopting the Findings and Recommendations of the "Solid Waste Collection Rate Report, October 2023" and

Modifying the Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Yard Debris, Organic Materials and Other Materials, Effective February 1, 2024

Exhibit A: Solid Waste Collection Rate Report, October 2023

Exhibit B: Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics and Other Materials, Effective February 1, 2024



Sustainability in Action

12/7/23

City of Wilsonville
Bryan Cosgrove, City Manager
29799 Town Center Loop E.
Wilsonville, OR 97070

RE: Revised, Republic Services Request for Extraordinary Rate Increase as requested and reviewed by staff.

Per Ordinance No. 814, Article VIII, Section 5, Republic Services requests Council approval of an extraordinary rate increase, above 125% of CPI. The request is based on but not limited to the below key factors, which are supported by the report produced by city contracted consultant, Chris Bell, Bell & Associates, dated October 2023. The City of Wilsonville has not experienced a rate increase since 2019.

Key factors for the extraordinary rate increase request:

1. Disposal/Tip Fee –The disposal/tip fee is a combination of disposal cost, metro fee, and the DEQ/host fee. July 1, 2022 – December 31, 2022, the combined disposal /tip fee was \$123.45 per ton. In July of 2023 the combined disposal/tip fee increased to \$137.30 per ton. Metro increased the combined disposal/tip fee by \$13.85 per ton on July 1, 2023. This was an exceptionally high increase of 11.2%.
 - a. Since Wilsonville's last rate increase in 2019, the combined disposal/tip fee has increased by 44.6%, as noted in Attachment 2 of the city prepared staff report, "Additional Information on the Cost of Solid Waste and Recycling Collection, Solid Waste Disposal Expense chart, December 4, 2023."
 - b. Disposal makes up 39% of the cost to collect garbage, commingle recycle and organics, as noted in Attachment 2 of the city prepared staff report, "Additional Information on the Cost of Solid Waste and Recycling Collection, Residential Collection Rate Composition, December 4, 2023."
2. Wages – Driver wages are expected to increase by 6.9% (\$92,532) from 2022, as cited in the consultant report as Exhibit A "Solid Waste Collection Rate Report, Projected 2023 Expenses, Table 3:Projected 2023 Financial Performance for Wilsonville, October 2023." Wages have increased by 17.5% since 2018, as referenced in Attachment 2 of the city prepared staff report, "Additional Information on the Cost of Solid Waste and Recycling Collection, Collection Labor Cost- Union Agreements, December 4, 2023."



Sustainability in Action

3. Cost of Recycling – Commodities markets have been and still are volatile and unpredictable as demonstrated in Attachment 2 of the city prepared staff report, "Additional Information on the Cost of Solid Waste and Recycling Collection, Commingled Recycling Processing Cost Graph, Dec. 4, 2023." The cost of sorting and processing commingle recycling exceeds the value of the materials. In 2022 cardboard decreased in value. The cost of recycling increased from \$34.95 per ton in 2022 to \$53.12 per ton in 2023 and is projected to increase to \$74 per ton, as noted Exhibit A of the city prepared staff report "Solid Waste Collection Rate Report, Projected Results for 2023 and 2024, October 2023. "
4. Equipment Cost – Equipment costs are outpacing inflation and are expected to increase by 6.4%, as noted Exhibit A of the city prepared staff report "Solid Waste Collection Rate Report, Projected 2023 Expenses, Table 3: Projected 2023 Financial Performance for Wilsonville, October 2023. "
5. Inflation – Since 2018, CPI (West – Class A) has cumulatively increased by 23%. (See Attachment 2 of the city prepared staff report, "Additional Information on the Cost of Solid Waste and Recycling Collection, Inflation and Indexed Rate Analysis chart, December 4, 2023."

To summarize, per Exhibit A "Solid Waste Collection Rate Report, Projected 2023 Expenses, Table 3: Projected 2023 Financial Performance for Wilsonville, October 2023," Republic Services is projecting an increase of 6.8% in allowable expenses in 2023. This will decrease the returns to 5.73%, as noted on Table 4: Estimated 2023 Financial Result for Collection Service in Wilsonville. This change will generate a return by Republic Services considerably lower than the franchise stated target operating margin of 10% and above the 2% increase needed for an extraordinary rate increase as stated in the Franchise Agreement with the City. We request the council's approval for the extraordinary rate increase as presented by city appointed consultant Chris Bell, Bell & Associates.

Sincerely,
Cindy Rogers
Municipal Relationship Manager

Additional Information on the Cost of Solid Waste and Recycling Collection

- Consultant Experience
- Wilsonville Customers and Five-Year Changes
- Increased Collection Costs
- Rates
- Questions

December 4, 2023

Consultant & Process Background

Chris Bell, CPA

- 30 years in accounting
- 24 years in solid waste
- Rate Setting, Costing, Planning, and Auditing
- Worked for most Metro area jurisdictions
- Assisted Wilsonville since 2019 / Clackamas County since 2001

Rate Review Process

- Local governments regulate waste
 - Issue Franchise & Regulate Rates
 - Disposal is regulated by **Metro**
- Rate Review is the examination of the financial and operational performance of the franchisee
- Annual Report submitted to Clackamas County for all company results – Including Wilsonville

Five Year Customer Count

Service	2018	2019	2020	2021	2022	% ▲
20 gal	796	826	810	791	777	
35 gal	2,975	2,960	3,097	2,959	2,952	
65 gal	1,494	1,599	1,777	1,914	2,021	
95 gal	109	78	87	90	90	
Total Carts	5,374	5,463	5,771	5,754	5,840	8.7%
Commercial	459	518	443	446	449	-2.2%
R/O Hauls	5,834	5,894	5,568	5,863	6,241	7.0%

Residential Collection Rate Composition

2022 Collection Costs

- Disposal
 - Garbage
 - Recycling
 - Yard Debris

Total Cost	Rate Cost	% of Rate
\$ 529,236	\$ 7.55	25%
\$ 118,027	\$ 1.72	6%
\$ 162,369	\$ 3.12	8%

Disposal Expense Accounts for 39%

- Labor
- Truck & Equipment
- Mgmt. & Admin
- Franchise Fee
- Operating Margin

\$ 522,270	\$ 8.22	25%
\$ 362,671	\$ 5.71	16.0%
\$ 191,037	\$ 3.01	9.0%
\$ 106,098	\$ 1.67	5.0%
\$ 123,564	\$ 1.94	6.0%
\$ 2,115,272	\$ 31.27	100%

Solid Waste Disposal Expense

Metro Regulates Solid Waste Disposal

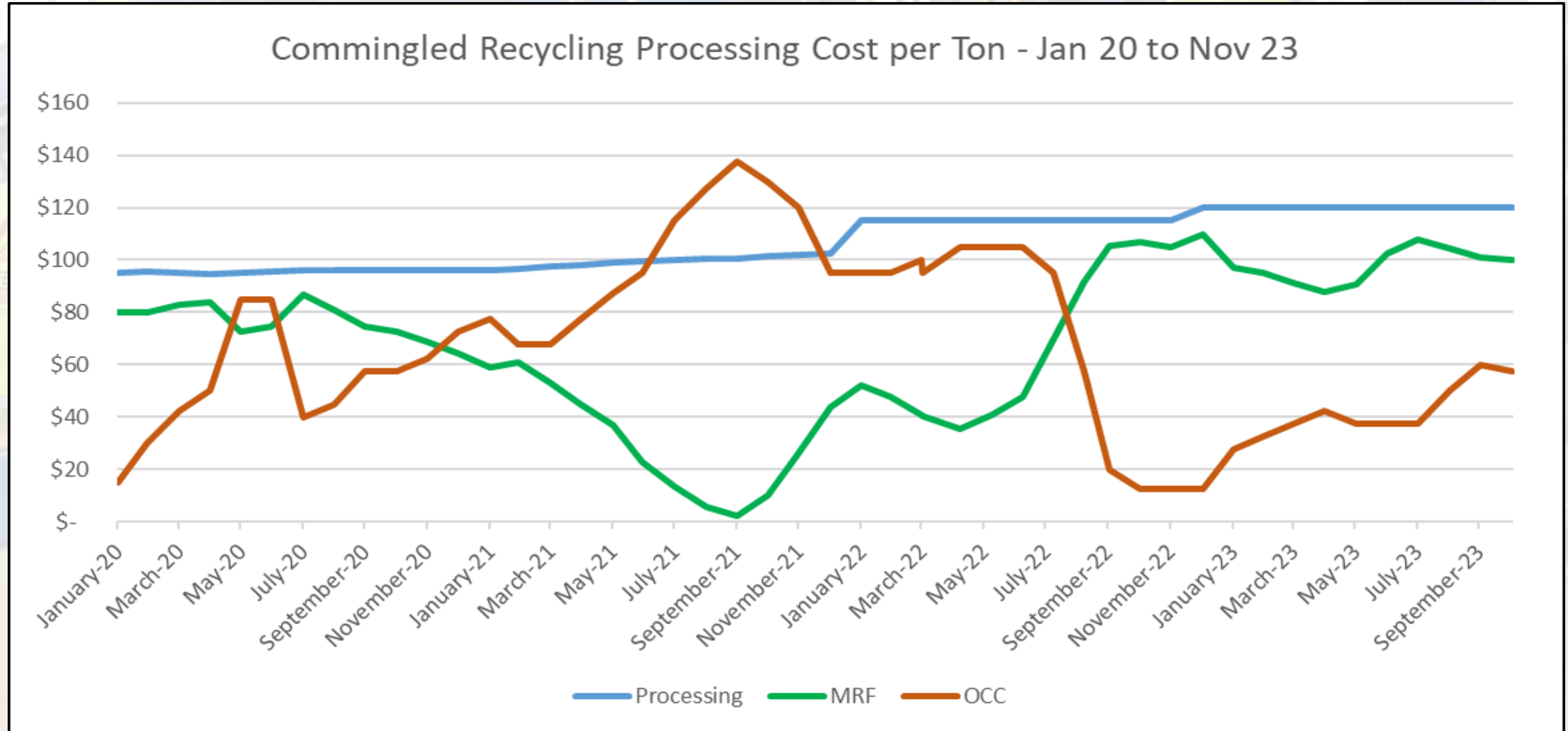
Sets Taxes on Waste Disposal

Regulates the Flow of Waste to the Regional Transfer Stations

Metro Competes with the Regional Transfer Stations

Tip Fee Cost	2018	2019	2020	2021	2022	2023	% ▲
Disposal Cost	\$ 63.20	\$ 64.41	\$ 64.41	\$ 72.81	\$ 78.39	\$ 89.72	42.0%
Metro Fees	\$ 28.93	\$ 30.22	\$ 31.05	\$ 39.45	\$ 42.17	\$ 44.69	54.5%
DEQ / Host Fee	\$ 2.82	\$ 2.82	\$ 2.89	\$ 2.89	\$ 2.89	\$ 2.89	2.5%
Disposal Fee	\$ 94.95	\$ 97.45	\$ 98.35	\$ 115.15	\$ 123.45	\$ 137.30	44.6%
% ▲		2.6%	0.9%	17.1%	7.2%	11.2%	
Metro's Rate 35 gallon cart	\$5.32	\$5.46	\$5.51	\$6.45	\$6.92	\$7.69	▲ \$2.37

Commingled Recycling Processing Cost



Collection Labor Cost – Union Agreements

Republic Services has two union contracts with the Teamsters

Legacy Rossman – Clackamas County Sanitary Truck Drivers

Legacy Keller Drop Box / United Disposal Services

Year	2018	2019	2020	2021	2022	2023	% ▲
Hourly Wage	\$ 26.24	\$ 26.89	\$ 27.54	\$ 28.19	\$ 28.82	\$ 30.82	17.5%

Inflation and Indexed Rate Analysis

	2018	2019	2020	2021	2022	2023	% ▲
CPI (West - Class A)	3.90%	2.80%	1.90%	4.70%	8.10%	3.40%	23.0%
Value of \$1	\$ 1.00	\$ 1.03	\$ 1.05	\$ 1.10	\$ 1.19	\$ 1.23	

Service	2018	2019	2020	2021	2022	2023	% ▲
35 gal rate	\$ 30.61	\$ 31.47	\$ 32.35	\$ 33.26	\$ 34.19	\$ 35.15	14.8%
3 yard weekly	\$ 278.22	\$ 286.01	\$ 294.02	\$ 302.25	\$ 310.71	\$ 319.41	
20 yd. drop box	\$ 123.66	\$ 127.12	\$ 130.68	\$ 134.34	\$ 138.10	\$ 141.97	

Wilsonville's Rate Changes 2018 to 2023

Service	2018	2019	2020	2021	2022	2023	% ▲
35 gal rate	\$ 30.61	\$ 29.36	\$ 29.36	\$ 29.36	\$ 27.95	\$ 27.95	-8.7%
3 yard weekly	\$ 278.22	\$ 258.73	\$ 258.73	\$ 258.73	\$ 251.07	\$ 251.07	-9.8%
20 yd. drop box	\$ 123.66	\$ 123.66	\$ 123.66	\$ 123.66	\$ 124.00	\$ 124.00	0.3%

Service	2023	2024	% ▲
35 gal rate	\$ 27.95	\$ 30.55	9.3 %
3 yard weekly	\$ 251.07	\$ 267.83	6.7 %
20 yd. drop box	\$ 124.00	\$ 131.00	5.6 %

Agreement CPI Adjusted Rates

Projected Results	CPI	Rate
2023 Projected ROR: 5.73%	3.40%	3.40%
2022 Projected ROR: 9.79%	8.10%	7.50%
2021 Projected ROR: 16.81%	4.70%	4.70%
2020 Projected ROR: 11.26%	1.90%	1.90%

Service	2022 base	2023 CPI	2024 CPI		2024 ROR
% Increase		7.50%	3.40%		varies
35 gal rate	\$ 27.95	\$ 30.05	\$ 31.07		\$ 30.55
3 yard weekly	\$ 251.07	\$ 269.90	\$ 279.08		\$ 267.83
20 yd. drop box	\$ 124.00	\$ 133.30	\$ 137.83		\$ 131.00

Disposal and Processing Fees at Metro Transfer Stations

Effective July 1, 2023

Disposal and processing fees at Metro transfer stations are composed of two parts: a fixed fee ("transaction fee") for each use of the transfer station, and a variable fee ("tip fee") for each ton of waste delivered for disposal or processing.

The transaction and tip fees on this sheet are the rates at Metro transfer stations only. Other solid waste facilities may have different rate structures and/or impose different fees.

Description	Mixed Solid Waste (refuse)	Clean Wood	Yard Debris	Residential Organics	Commercial Organics
Transaction Fee					
<i>Covers transaction costs and scalehouse operation.</i>					
Staffed Scalehouse	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00
Automated Scalehouse	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Tip Fee					
Total Tip Fee	\$ 137.30	\$ 75.93	\$ 56.00	\$ 87.15	\$ 76.38
Tip Fee Components:					
Tonnage Fee	\$ 89.72	\$ 74.93	\$ 55.00	\$ 86.15	\$ 75.38
<i>Covers the cost of Metro's disposal and recovery operations.</i>					
Other Fees and Taxes					
<i>Add-on and pass-through charges.</i>					
Regional System Fee	\$ 31.41	\$ -	\$ -	\$ -	\$ -
<i>Covers costs of regional solid waste programs and services.</i>					
Metro Excise Tax	\$ 13.28	\$ -	\$ -	\$ -	\$ -
<i>Contributes toward Metro general government revenue.</i>					
DEQ Fees	\$ 1.89	\$ -	\$ -	\$ -	\$ -
<i>Fees collected on behalf of DEQ.</i>					
Enhancement Fee	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<i>Fee collected on behalf of host communities.</i>					
Minimum Fee (South)	\$ 40.00	\$ 33.00	\$ 31.00	\$ 34.00	\$ 33.00
Minimum Fee (Central)	\$ 40.00	\$ 33.00	\$ 31.00	\$ 34.00	\$ 33.00
<i>For users of staffed scales with loads of 240 pounds or less.</i>					

Explanation and Notes on the Table

Transaction Fees: Users of staffed scales pay the higher fee; users of automated scales pay the lower fee.

Disposal and recovery operations: Include transfer station operations, recovery, oversight, management, maintenance, and capital costs; and the cost of transport, organics processing, and waste disposal.

Regional programs and services: Revenue from the Regional System Fee is dedicated to Metro's regional solid waste programs and services: household hazardous waste, latex paint recovery, waste reduction planning and programs (including waste reduction education), St. Johns Landfill post-closure activities, solid waste facility regulation, and illegal dumpsite monitoring and cleanup. The Regional System Fee is incurred on solid waste generated in the region and ultimately disposed. The fee is collected at all landfills and mass burners serving the region and at the Metro stations. Revenue from this fee does not cover any of Metro's direct cost for disposal and processing.

Metro general government: The excise tax is a source of revenue for Metro's general government activities including the Metro Council. Excise taxes are levied on Metro's Solid Waste Disposal and Metro Paint Product Sales. As with the Regional System Fee, the solid waste excise tax is charged on solid waste generated in the region and ultimately disposed. It is collected at the same disposal sites as the Regional System Fee.

2024 Solid Waste Collection & Disposal Rate Sheet Calculations

Cart Size	Current Rate	Adjustment	2024 Rate	% ▲
Residential Cart				
20 gallon	\$21.32	\$1.88	\$23.20	8.8%
35 gallon	\$27.95	\$2.61	\$30.56	9.3%
65 gallon	\$36.30	\$3.45	\$39.75	9.5%
Charbonneau Cart (yard debris exempt)				
20 gallon	\$18.57	8.8%	\$20.21	8.8%
35 gallon	\$21.90	9.3%	\$23.95	9.3%
65 gallon	\$30.75	9.5%	\$33.67	9.5%
Commercial / Multi-Family Cart				
35 gallon cart	\$21.20	\$2.61	\$23.81	12.3%
65 gallon cart	\$32.70	\$3.45	\$36.15	10.6%
90 gallon cart	\$41.00	\$4.05	\$45.05	9.9%
On Call	\$12.26	5%	\$12.87	5.0%
Recycling Only	\$10.98	5%	\$11.53	5.0%
Yard Debris Only	\$8.11	5%	\$8.52	5.0%
Recycling & Yard Debris Only	\$16.74	5%	\$17.58	5.0%
Additional / Extra Service				
Lost or damaged garbage cart	\$69.08	5%	\$72.53	5.0%
Lost or damaged yard debris cart	\$72.39	5%	\$76.01	5.0%
Lost or damaged recycling cart	\$72.39	5%	\$76.01	5.0%
Lost or damaged recycling bin	\$11.73	5%	\$12.32	5.0%
Return trip fee outside of scheduled route	\$23.14	5%	\$24.30	5.0%
All occasional extras (box/bag/can)	\$6.40	5%	\$6.72	5.0%
Over-full can charge	\$6.40	5%	\$6.72	5.0%
Yard debris contaminated with garbage	\$13.86	5%	\$14.55	5.0%
Gate opening/roll out container (monthly)	\$17.27	5%	\$18.13	5.0%
Special container (medical waste)	\$17.27	5%	\$18.13	5.0%
Temporary Clean Up Container – 3 Yards Maximum of 4 days				
Delivery & Removal	\$126.97	5%	\$133.32	5.0%
Extra Dump	\$91.37	5%	\$95.94	5.0%
Daily Charge	\$6.18	5%	\$6.49	5.0%
Drop Box / Compactor Size				
10-29 yard drop box haul fee	\$124.00	\$7.00	\$131.00	5.6%
30 yard drop box haul fee	\$140.00	\$7.00	\$147.00	5.0%
40 yard drop box haul fee	\$159.00	\$7.00	\$166.00	4.4%
10-19 yard compactor haul fee	\$124.00	\$7.00	\$131.00	5.6%
20-29 yard compactor haul fee	\$140.00	\$7.00	\$147.00	5.0%
30-39 yard compactor haul fee	\$197.00	\$7.00	\$204.00	3.6%

Cart Size	Current Rate	Adjustment	2024 Rate	% ▲	Item 16.
40+ yard compactor haul fee	\$264.00	\$7.00	\$271.00	2.7%	
Drop Box Delivery Fee	\$56.00	\$3.50	\$59.50	6.3%	
Fee for less than 1 haul per month	\$20.00	\$2.00	\$22.00	10.0%	
Round Trip - Per Haul	\$36.00	\$3.50	\$39.50	9.7%	
Inactive Service Fee					
Drop Box Rental	Per Day	Monthly	Per Day		
10 yard - After 48 hours	\$9.00	\$0.50	\$9.50	5.6%	
20 yard - After 48 hours	\$9.00	\$0.50	\$9.50	5.6%	
30 yard - After 48 hours	\$10.00	\$0.45	\$10.45	4.5%	
40 yard - After 48 hours	\$12.00	\$0.50	\$12.50	4.2%	
10 yard - Monthly	\$85.00	\$4.00	\$89.00	4.7%	
20 yard - Monthly	\$85.00	\$4.00	\$89.00	4.7%	
30 yard - Monthly	\$90.00	\$4.00	\$94.00	4.4%	
40 yard - Monthly	\$95.00	\$4.00	\$99.00	4.2%	

Special Services not listed:	Current Rate	Adjustment	2024 Rate	Rounded Rate
Hauler will charge the reasonable cost of collection and disposal Charge to be related to a similar schedule fee where possible				
Appliances:				
Large appliances that contain Freon (accessible at curb)	\$50.10	5%	\$52.61	\$52.65
Large appliances without Freon (accessible at curb, Freon removal certificate required)	\$28.78	5%	\$30.22	\$30.20
Bathtub/Sink/Toilet:				
Fiberglass tub/shower	\$44.53	5%	\$46.76	\$46.75
Sinks without cabinet	\$16.70	5%	\$17.54	\$17.55
Toilet	\$22.26	5%	\$23.37	\$23.40
Carpets:				
Rug	\$16.70	5%	\$17.54	\$17.55
E-Waste Removal:				
TV under 25", PC monitor, laptop	\$16.70	5%	\$17.54	\$17.55
TV over 25"	\$33.40	5%	\$35.07	\$35.10
TV console, TV projector, copiers	\$44.53	5%	\$46.76	\$46.75
Furniture:				
Hide-a-bed	\$44.53	5%	\$46.76	\$46.75
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc	\$22.26	5%	\$23.37	\$23.40
Large furniture – full sized couch, dining table, dresser, etc	\$33.40	5%	\$35.07	\$35.10
Mattresses:				
Twin mattress/box spring (set)	\$22.26	5%	\$23.37	\$23.40
Double/queen mattress/box spring (set)	\$33.40	5%	\$35.07	\$35.10
King mattress/box spring (set)	\$38.97	5%	\$40.92	\$41.00

Miscellaneous / Other:				
Basketball hoop	\$44.53	5%	\$46.76	\$46.75
Bicycle	\$16.70	5%	\$17.54	\$17.55
Christmas tree	\$10.67	5%	\$11.20	\$11.20
Entertainment center	\$55.43	5%	\$58.20	\$58.20
Hot tub cover	\$55.43	5%	\$58.20	\$58.20
Hot water heater	\$44.53	5%	\$46.76	\$46.75
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$27.84	5%	\$29.23	\$29.25
Waterbed bag	\$16.70	5%	\$17.54	\$17.55
Windows	\$16.70	5%	\$17.54	\$17.55
Tires:				
Tires with rims – Passenger or light truck	\$22.26	5%	\$23.37	\$23.40
Tires without rims – Passenger or light truck	\$16.70	5%	\$17.54	\$17.55
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate				
Return Trip Fee:	\$22.26	5%	\$23.37	\$23.40
Minimum Charge:	\$16.70	5%	\$17.54	\$17.55

2024 Container Rates

Container Size	Rate - 1 stop per week	Rate - 2 stops per week	Rate - 3 stops per week	Rate - 4 stops per week	Rate - 5 stops per week	Rate - 6 stops per week
1 yard	\$115.20	\$229.03	\$337.68	N/A	N/A	N/A
1.5 yard	\$152.40	\$301.33	\$449.79	N/A	N/A	N/A
2 yard	\$199.26	\$393.93	\$588.23	\$793.09	\$996.16	\$1,202.43
3 yard	\$277.44	\$549.55	\$823.13	\$1,117.23	\$1,408.88	\$1,699.95
4 yard	\$361.99	\$722.16	\$1,081.51	\$1,468.23	\$1,851.62	\$2,234.24
5 yard	\$440.80	\$868.95	\$1,308.44	\$1,776.25	\$2,240.41	\$2,702.97
6 yard	\$507.94	\$1,005.12	\$1,521.66	\$2,066.20	\$2,655.96	\$3,144.83
8 yard	\$673.77	\$1,331.03	\$2,014.37	\$2,736.96	\$3,452.55	\$4,166.76

Container Size	Current Rate	Adjustment	2024 Rate	% ▲
Rate - 1 stop per week				
1 yard	\$108.96	\$ 6.24	\$115.20	5.7%
1.5 yard	\$143.05	\$ 9.35	\$152.40	6.5%
2 yard	\$186.79	\$ 12.47	\$199.26	6.7%
3 yard	\$258.73	\$ 18.71	\$277.44	7.2%
4 yard	\$337.05	\$ 24.94	\$361.99	7.4%
5 yard	\$409.62	\$ 31.18	\$440.80	7.6%
6 yard	\$470.53	\$ 37.41	\$507.94	8.0%
8 yard	\$623.89	\$ 49.88	\$673.77	8.0%
Rate - 2 stops per week				
1 yard	\$216.56	\$ 12.47	\$229.03	5.8%
1.5 yard	\$282.62	\$ 18.71	\$301.33	6.6%
2 yard	\$368.99	\$ 24.94	\$393.93	6.8%
3 yard	\$512.14	\$ 37.41	\$549.55	7.3%
4 yard	\$672.28	\$ 49.88	\$722.16	7.4%
5 yard	\$806.65	\$ 62.35	\$868.95	7.7%
6 yard	\$930.30	\$ 74.82	\$1,005.12	8.0%

Container Size	Current Rate	Adjustment	2024 Rate	% ▲
Rate - 1 stop per week				
8 yard	\$1,231.27	\$ 99.76	\$1,331.03	8.1%
Rate - 3 stops per week				
1 yard	\$318.97	\$ 18.71	\$337.68	5.9%
1.5 yard	\$421.73	\$ 28.06	\$449.79	6.7%
2 yard	\$550.82	\$ 37.41	\$588.23	6.8%
3 yard	\$767.01	\$ 56.12	\$823.13	7.3%
4 yard	\$1,006.69	\$ 74.82	\$1,081.51	7.4%
5 yard	\$1,214.91	\$ 93.53	\$1,308.44	7.7%
6 yard	\$1,409.43	\$ 112.23	\$1,521.66	8.0%
8 yard	\$1,864.73	\$ 149.64	\$2,014.37	8.0%
Rate - 4 stops per week				
1 yard	N/A			
1.5 yard	N/A			
2 yard	\$743.21	\$ 49.88	\$793.09	6.7%
3 yard	\$1,042.41	\$ 74.82	\$1,117.23	7.2%
4 yard	\$1,368.47	\$ 99.76	\$1,468.23	7.3%
5 yard	\$1,651.55	\$ 124.70	\$1,776.25	7.6%
6 yard	\$1,916.56	\$ 149.64	\$2,066.20	7.8%
8 yard	\$2,537.43	\$ 199.53	\$2,736.96	7.9%
Rate - 5 stops per week				
1 yard	N/A			
1.5 yard	N/A			
2 yard	\$933.81	\$ 62.35	\$996.16	6.7%
3 yard	\$1,315.35	\$ 93.53	\$1,408.88	7.1%
4 yard	\$1,726.92	\$ 124.70	\$1,851.62	7.2%
5 yard	\$2,084.53	\$ 155.88	\$2,240.41	7.5%
6 yard	\$2,418.90	\$ 187.06	\$2,605.96	7.7%
8 yard	\$3,203.14	\$ 249.41	\$3,452.55	7.8%
Rate - 6 stops per week				
1 yard	N/A			
1.5 yard	N/A			
2 yard	\$1,127.61	\$ 74.82	\$1,202.43	6.6%
3 yard	\$1,587.72	\$ 112.23	\$1,699.95	7.1%
4 yard	\$2,084.65	\$ 149.64	\$2,234.24	7.2%
5 yard	\$2,515.91	\$ 187.06	\$2,702.97	7.4%
6 yard	\$2,920.36	\$ 224.47	\$3,144.83	7.7%
8 yard	\$3,867.47	\$ 299.29	\$4,166.76	7.7%

RESOLUTION NO. 3091

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FINDINGS AND RECOMMENDATIONS OF THE SOLID WASTE COLLECTION RATE REPORT DATED OCTOBER 2023 AND MODIFYING THE CURRENT REPUBLIC SERVICES RATE SCHEDULE FOR COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES, ORGANIC MATERIALS AND OTHER MATERIALS, EFFECTIVE FEBRUARY 1, 2024

WHEREAS, Ordinance No. 814, adopted by City Council in May 2018, created a new solid-waste franchise agreement with Republic Services (the “Franchise Agreement”); and

WHEREAS, Republic Services is the “Franchisee” under the Franchise Agreement; and

WHEREAS, as stated in Article VIII (titled “Establishment and Modification of Service Rates”), Section 4 (titled “Annual Service Rate Adjustment”) of the Franchise Agreement, the City’s goal is to allow Republic Services a permitted Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%) (“Operating Margin” and “Gross Revenues” are terms defined in the Franchise Agreement, and the term Operating Margin is roughly equivalent to the term profit); and

WHEREAS, the City worked with Chris Bell, CPA, of Bell and Associates, to review Republic Services’ financial data to determine its Operating Margin in accordance with the Franchise Agreement and to recommend whether Service Rates (a term defined in the Franchise Agreement) should be adjusted pursuant to the terms of the Franchise Agreement; and

WHEREAS, as stated in the Solid Waste Collection Rate Report dated October 2023 prepared by Chris Bell, attached herein as Exhibit A (referred to herein as the “Rate Report”), Chris Bell determined that Republic Services’ cumulative Operating Margin for calendar year 2023 is projected to be 5.73%, which number can be broken down by Republic Services’ three service lines of business as follows:

- 0.74% for residential Roll-Cart service;
- 6.84% for commercial Container service; and
- 7.95% for industrial Drop Box / Compactor service; and

WHEREAS, Service Rates have not increased since 2019, and were decreased in 2022; and

WHEREAS, in accordance with Article VIII, Section 5 of the Franchise Agreement, Republic Services submitted a written request for an extraordinary rate increase dated December 7, 2023 (the “Written Request”), which includes a list of factors that Republic Services cites as justification for its request for increased Service Rates; and

WHEREAS, City Council desires to increase Service Rates pursuant to Article VIII, Section 5 (titled “Extraordinary Rate Increase”) of the Franchise Agreement, based on the following extraordinary or unanticipated events:

- The Rate Report finds that 2023 inflation rate of 3.37% for general expenses and that allowable expenses cumulatively are increasing by 6.8%
- Specific cost components higher than the rate of inflation include Union Driver Wages at 6.90%, Recycling Processing at 27.1%, Waste Disposal at 8.92% and Health Insurance at 6.90%; and

WHEREAS, in order to allow Republic Services to achieve the target Operating Margin of ten percent (10%), the Rate Report recommend increasing Service Rates as follows:

Residential Roll Cart Service (monthly rate):

- 20 gallon cart: Current rate of \$21.32 increases by 8.8% (\$1.88) to \$23.20
- 35 gallon cart: Current rate of \$27.95 increases by 9.3% (\$2.60) to \$30.56
- 65 gallon cart: Current rate of \$36.30 increases by 9.5% (\$3.45) to \$39.75

Commercial Service (monthly rate for one stop per week):

- 2 yd. weekly: Current rate of \$186.79 increases by 6.7% (\$12.42) to \$199.26
- 4 yd. weekly: Current rate of \$337.05 increases by 7.4% (\$24.86) to \$361.99
- 6 yd. weekly: Current rate of \$470.53 increases by 8.0% (\$37.28) to \$507.94
- 8 yd. weekly: Current rate of \$623.89 increases by 8.0% (\$49.72) to \$673.77

Drop Box / Roll Off Compactor Service:

- 30 Yard Haul Fee: Current rate of \$140.00 increases by 5% (\$7.00) to \$147.00.
- Mileage fee of \$4.70/mile when drop box / compactor hauls exceeding 18 miles roundtrip from Republic's truck yard at 10295 SW Ridder Road in Wilsonville.

Other rates are increasing by varying amounts, generally 5.0%, depending on the kind of service provided.

NOW THEREFORE:

- 1) The Wilsonville City Council hereby accepts and adopts the findings and recommendations of the Rate Report;
- 2) The Wilsonville City Council hereby approves an extraordinary rate increase pursuant to Article VIII, Section 5 of the Franchise Agreement, based on the extraordinary or unanticipated events outlined in this Resolution No. 3091, and the Written Request; and
- 3) The Wilsonville City Council hereby approves and adopts the Rate Sheet.

ADOPTED by the Wilsonville City Council at a regular meeting on December 4, 2023, and filed with the Wilsonville City Recorder on this date.

JULIE FITZGERALD, MAYOR

ATTEST:

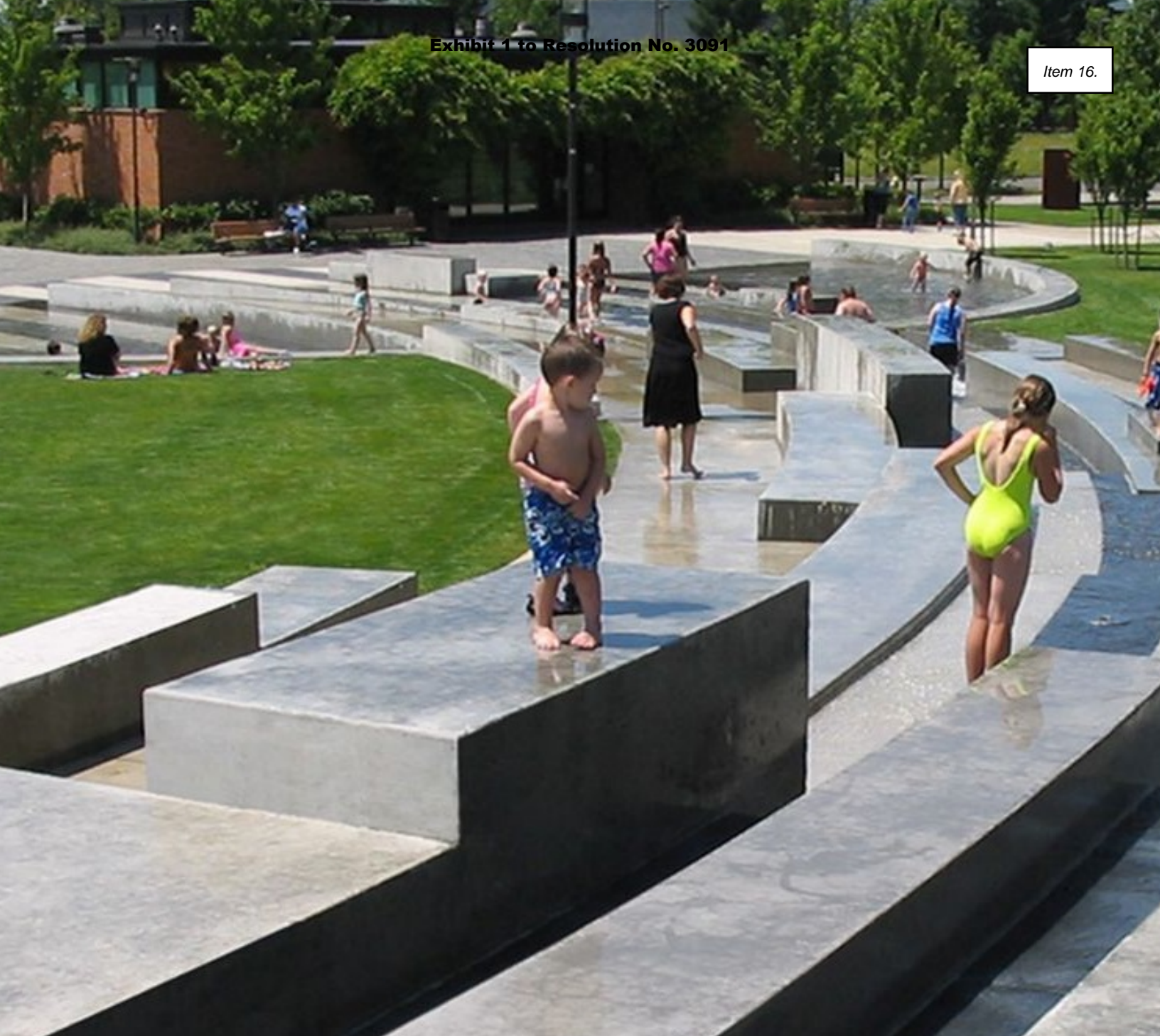
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald _____
 Councilor Akervall _____
 Councilor Linville _____
 Councilor Berry _____
 Councilor Dunwell _____

Exhibit A: Solid Waste Collection Rate Report dated October 2023 (the “Rate Report”)

Exhibit B: Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics and Other Materials, Effective: February 1, 2024 (the “Rate Sheet”)



City of Wilsonville

Solid Waste Collection Rate Report

Bell & Associates / October 2023



City of Wilsonville

Solid Waste Collection Rate Report

October 2023

Bell & Associates

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 Camas, WA 98607
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 Chris@Bellassociatesinc.com

Background of Solid Waste Review

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. Republic Services (Republic) submitted the annual detailed cost report to their franchised jurisdictions, including Wilsonville.

Annual Cost Report

Waste and recycling collection within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. An annual cost report is submitted to City managers by Republic to account for the adequacy of the collection rates. Collection rates are established to generate an operating margin of 10% on allowable expenses; however, rates are recalibrated by the City if the margin falls below 8% or above 12%. The annual report provides line-item costs and revenues associated with providing service within the City and financial information for their non-Wilsonville operations. The format of the report furnishes the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily for residential customers, whereas business customers are serviced with a container. Reported results were analyzed by Bell & Associates, and the following tasks were completed:

- Analyze reported route collection hours to the reported customer counts for each line of business.
- Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- Using the reported administrative line items, determine if the expense is reasonable compared to the operational data entered from the detailed cost report.
- Review the costs between Wilsonville and Republic's other franchised collection operations to determine reasonable allocations.
- Compare reported revenues and expenses to previous years' reviewed results.

Report adjustments were made to the submission by Republic from the application of the tasks above that reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report for 2022

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system.

Table 1: Adjusted 2022 Wilsonville Results

Description	Roll Cart	Container	Drop Box	Composite
Revenues	2,121,950	2,941,637	3,139,850	8,203,437
Allowable Costs for Rates	1,991,411	2,550,121	2,842,719	7,384,251
Franchise Income	130,539	391,516	297,131	819,186
Margin (Income / Revenue)	6.2%	13.3%	9.5%	10.0%

Projected Results for 2023 and 2024

Specific line item expenses from the adjusted 2022 report were escalated to project the results for 2023-24 using assumptions based on Metro's increased taxes and fees, contractual obligations such as the labor agreement between Republic and the union drivers, administrative wages, health insurance, recycling processing, fees, and estimated inflation. Table 2 summarizes the inflation assumptions.

The assumptions used for the 2023 projection include:

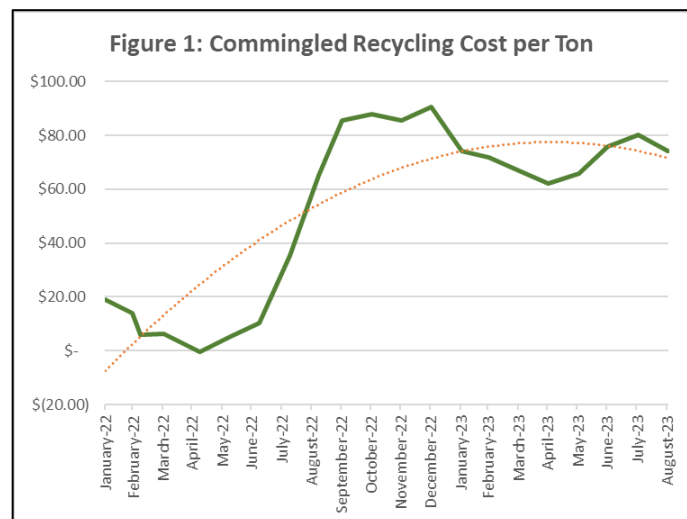
- Two unions represent Republic drivers. The Clackamas County Sanitary Driver's Association, affiliated with Teamsters Local 305, represents drivers from the legacy company Rossman Sanitary, the collection company for Lake Oswego. The Teamsters also represent Keller Drop Box. Keller's contract doesn't expire until December 2023. The new contract between Republic and the drivers represented under the Keller legacy company is expected to be comparable to the agreement signed earlier this year. Hourly wages are expected to increase by 6.9% over the wages reported in 2022.
- The value of the collected materials offsets the cost of sorting and marketing the recycling. When the value of the collected materials is higher than the cost of sorting, the haulers receive payment for recycling. If the value of the materials is less than sorting, the haulers pay for recycling. Starting in August 2022, the decrease in the value of cardboard increased the amount that Republic was paying for collected recycling. Republic reported that the 2022 average cost of recycling was \$34.95 per ton. The estimated change included in the January 1, 2023 rates was an increase of 52% over the amount paid in 2022, which was \$53.12. The current market outlook is for the cost of processing recycling to increase to approximately \$74 per ton, an additional increase of 38% this year. Figure 1 charts the monthly cost of processing commingled recycling.

Cardboard and mixed paper are the majority (approximately 73% by weight) of the material that comprises the commingled mix, followed by plastic and metal cans. Therefore, the value of commingled recycling is sensitive to changes in the demand for recycled paper. Over the last eight months, the value of cardboard has increased from \$12.50 to \$38 per ton, while mixed paper has increased from -\$1.50 per ton to \$12.50 per ton. However, the value of recycled plastic has decreased since this summer as the cost of virgin plastic has diminished. The demand for recycled plastic has decreased as manufacturers choose virgin resin because of the lower price compared to recycled plastic flake. Figure 1 plots the average cost per commingled ton (green line) from January 22 through August 23, whereas the dotted line is the polynomial trend line of the cost.

Table 2: Line Item Inflation Assumptions for 2023

Expense	Change
Union Driver Wages	6.90%
Recycling Processing	27.1%
Waste Disposal	8.92%
Health Insurance	6.90%
Inflation	3.37%
Yard Debris Disposal	3.37%

Figure 1: Commingled Recycling Cost per Ton



- Inflation increased by 3.37% during the first eight months of 2023. Management and administrative labor costs are projected to grow at the inflation rate.
- The disposal fee for Republic will increase on January 1 due to contractual increases. Additionally, fees and taxes assessed by Metro increased by \$3.50 per ton on July 1, 2023. Metro assesses a per ton fee on every ton of waste generated and delivered to a licensed disposal facility within the Metro region. The total increase for disposal is calculated at 8.92% for 2023.
- Yard debris expense was increased by the rate of inflation, which is 3.37%.

Projected 2023 Expenses

The estimated increases noted above were applied to the 2022 expenses and summarized in Table 3 for all operations. Table 4 is the summarized impact of each collection service.

Table 3: Projected 2023 Financial Performance for Wilsonville

Revenue / Expense Description	Adjusted	Projected	\$ ▲	% ▲
Collection Revenue	\$8,203,437	\$8,363,322	\$159,885	1.9%
SW and Yard Debris Disposal	\$3,793,095	\$4,099,974	\$306,879	8.1%
Recycling Processing	\$228,932	\$290,908	\$61,976	27.1%
Labor Expenses	\$1,349,703	\$1,442,235	\$92,532	6.9%
Truck, Fuel, and Repair	\$683,800	\$694,894	\$11,094	1.6%
Equipment and Containers	\$138,295	\$147,097	\$8,802	6.4%
Franchise Fees	\$410,173	\$418,166	\$7,993	1.9%
Other Direct Expense	\$143,971	\$144,321	\$350	0.2%
Management & Administration	\$637,327	\$647,632	\$10,305	1.6%
Less: Unallowable Costs	\$(1,045)	\$(1,045)	\$-	0.0%
Total	\$7,384,251	\$7,884,182	\$499,931	6.8%
Franchise Income	\$819,186	\$479,140	\$340,046	41.5%
Margin	10.0%	5.7%		-4.3%

Table 4: Estimated 2023 Financial Results for Collection Services in Wilsonville

Description	Roll Cart	Container	Drop Box	Composite
Revenues	2,121,950	2,941,637	3,299,735	8,363,322
Allowable Costs for Rates	2,106,344	2,740,315	3,037,523	7,884,182
Franchise Income	15,606	201,322	262,212	479,140
Return on Revenues	0.74%	6.84%	7.95%	5.73%

Rate Recommendation

Residents are the primary customers with a roll cart for waste, recycling, and yard debris collection services. Table 5 summarizes the proposed increases for residential service for the most popular sizes of garbage carts chosen in Wilsonville.

Table 5: Proposed Rate Increase for Residential Collection Service

Garbage Cart Volume	20 gallon	35 gallon	65 gallon
Waste Disposal Increase	\$0.47	\$0.74	\$1.45
Commingled Recycling	\$0.73	\$0.73	\$0.73
Collection Increase	\$0.40	\$0.75	\$0.75
Total Increase	\$1.60	\$2.22	\$2.93
Margin & Franchise Fee	\$0.28	\$0.39	\$0.52
Subtotal	\$1.88	\$2.61	\$3.45
Current Rate	\$21.32	\$27.95	\$36.30
Increase	\$1.88	\$2.60	\$3.45
Proposed Rate	\$23.20	\$30.55	\$39.75
% Increase	8.8%	9.3%	9.5%

Commercial collection requires an increase in disposal and recycling only. Table 6 summarizes the increase for some of the most popular service levels in Wilsonville.

Table 6: Proposed Rate Increases for Commercial Container Service

	Cost per Yd.	2 yd. weekly	4 yd. weekly	6 yd. weekly	8 yd. weekly
Current Rate		\$186.79	\$337.05	\$470.53	\$623.89
Disposal	\$0.82	\$7.10	\$14.20	\$21.30	\$28.40
Recycling	\$0.40	\$3.46	\$6.93	\$10.39	\$13.86
Subtotal	\$1.22	\$10.56	\$21.13	\$31.69	\$42.26
Margin & FF	\$0.22	\$1.86	\$3.73	\$5.59	\$7.46
Total Increase	\$1.44	\$12.42	\$24.86	\$37.28	\$49.72
Proposed Rates		\$199.26	\$361.99	\$507.94	\$673.77
% Increase		6.7%	7.4%	8.0%	8.0%

Drop Box and Roll Off Compactor Service

Drop box and roll off compactor rates used primarily by industrial firms are established on the average time expended hauling the drop box or compactor. The increased collection cost for service is calculated at \$42,805. Table 7 details the rate calculation and the increase to the 30 yard drop box haul rate.

Table 7: Proposed Rate Increase for Drop Box / Roll Off Compactor

Description	Adjusted	Projected
Collection Cost	\$884,600	\$927,405
Increased Collection Cost		\$42,805
Annual Hauls	6,241	6,241
Increased Cost per Haul		\$6.86
Proposed Increase to the Haul Rates		\$7.00
30 Yard Haul Fee	\$140.00	\$147.00

Drop Box Distance Fee

The current and proposed fees for drop box service were set assuming a local haul with most of the waste collected in Wilsonville is disposed of at Willamette Resources on Ridder Road. The drive time exceeds the allotted time embedded in the haul fee when the collected waste material requires disposal at distant locations, such as Coffin Butte Landfill near Corvallis or the Hillsboro Landfill. Therefore, many local jurisdictions, such as Clackamas County, have a mileage charge to supplement the haul fee. For 2024, the proposed mileage fee for Wilsonville is **\$4.70**. The fee would be assessed for drop box / compactor hauls exceeding 18 miles roundtrip from Republic's truck yard at 10295 SW Ridder Road in Wilsonville.

Rate Impact on Composite Margin

The revenue increase required to reach a 10% margin on allowable cost is \$420,266; therefore, the combined rate adjustments in Tables 5 through 7 need to generate the total increase.

Table 8: Calculation of the Revenue Requirement

Description	Note	Amount
Allowable Expenses (Table 4)	A	\$ 7,884,182
Less Franchise Fees	B	\$ (418,166)
Allowable Expenses Net of Franchise Fees	C = A - B	\$ 7,466,016
Revenue Requirement (Allowable Costs w/ Margin & Franchise Fees) ¹	D = C / 85%	\$ 8,783,548
2023 Revenue (Table 4)	E	\$ 8,363,322
Revenue Increase	F = D – E	\$ 420,226
Percentage Increase for 2024	F / D	5.0%

Note 1: Revenue requirement is the allowable cost divided by the product of 1 – 10% margin and 5% franchise fee.

The following tables calculate the expected increases in revenue from the proposed rate adjustments.

Table 9: Expected Revenue from the Cart Collection Rate Increase

Cart Collection Service	20 gal	35 gal	65 gal	95 gal	Total
Customer Cart Count	777	2,952	2,021	90	
Increase	\$1.88	\$2.60	\$3.45	\$4.25	
Revenue Increase	\$17,529	\$92,102	\$83,669	\$4,590	\$197,890

Table 10: Expected Revenue from the Commercial Container Collection Rate Increase

Description	Amount
Total Increase per Yard (Table 6)	\$1.44
Annual Collected Commercial Waste Yards	221,489
Annual Revenue (Increase per Yard x Annual Collected Yards)	\$318,944

Table 11: Expected Revenue from the Drop Box Rate Increase

Description	Amount
Total Increase per Haul	\$7.00
Annual Hauls	6,241
Annual Revenue (Increase per Haul x Annual Hauls)	\$43,687

Table 12 combines the expected revenue generated from Tables 9 through 11 and compares it to the required revenue increase (\$420,226) in Table 8.

Table 12: Total Estimated Revenue Increase for 2024

Cart Revenue Increase (Table 9)	\$ 197,890
Container Revenue (Table 10)	\$ 318,944
R/O Revenue (Table 11)	\$ 43,687
Total Increase	\$ 560,521
Variance	\$ 140,295

The \$140,295 variance is the increase required to compensate for the Metro disposal fee and tax increase that will occur in July 2024. The estimated increase is 3.5% of the \$3,931,922 waste disposal expense.

Wilsonville Customer Information

Description	Amount
Single Family Customers	5,542
20 Gal. Can	777
35 Gal Cart	2,816
65 Gal. Cart	1,949
95 Gal Cart	none
Monthly Customers	17
On-Call Customers	24
Multi-Family Customers	
20 gallon	
35 Gal Cart	2
65 Gal. Cart	5
95 Gal Cart	4
Commercial Customers	
35 Gal Cart	12
65 Gal. Cart	27
95 Gal Cart	72
Annual Extra Bags Collected	2,707
Yard Debris Extras Collected	659
Tons of Refuse	3,588
Cart Recycling Customers	5,705
Yard Debris Customers	4,342
Commercial Container Customers	324
Weekly Collected Yards of Garbage	2,797
Annual Collected Tons of Refuse	6,883
Weekly Collected Yards of Recycling	3,153
Drop Box Hauls	5,107
Compactor Hauls	1,130
Civic Hauls	4
Collected Drop Box Waste Tons	22,318

Attachment A – Adjusted 2022 Results

Adjusted
Return on Revenues
City of Wilsonville January 1 to December 31, 2022

	Residential Service						Commercial Service				Drop Box		Grand Totals
	Solid Waste		Recycling		Yard Debris		Solid Waste		Recycling				
Collection & Service Revenues	2,121,950						2,941,637				3,139,850		8,203,437
Direct Costs of Operations	940,034	Montly \$ per Can/Cart	534,353	Montly \$ per Can/Cart	326,284	Montly \$ per Can/Cart	1,735,072	Montly \$ per Yard	537,729	Montly \$ per Yard	2,674,497	\$ per pull	6,747,969
Disposal Expense	529,236	7.55	118,027	1.68	162,369	2.44	1,143,371	7.86	110,905	0.76	1,958,119	313.75	4,022,027
Labor Expense	176,158	2.51	249,935	3.57	96,177	1.45	261,067	1.79	259,054	1.78	307,312	49.24	1,349,703
Truck Expense	91,967	1.31	130,485	1.86	50,212	0.76	124,069	0.85	123,112	0.85	163,955	26.27	683,800
Equipment Expense	15,868	0.23	18,813	0.27	10,941	0.16	26,301	0.18	24,825	0.17	41,547	6.66	138,295
Franchise Fees	106,098	1.51	0	-	0	-	147,082	1.01	0	-	156,993	25.16	410,173
Other Direct Expense	20,707	0.30	17,093	0.24	6,585	0.10	33,182	0.23	19,833	0.14	46,571	7.46	143,971
Indirect Costs of Operations	191,037						277,798				168,492		637,327
Management Expense	32,159	0.46					35,755	0.25			26,537	4.25	94,451
Administrative Expense	16,342	0.23					18,169	0.12			13,479	2.16	47,990
Other Overhead Expenses	142,536	2.03					223,874	1.54			128,476	20.59	494,886
Total Cost	1,991,708						2,550,599				2,842,989		7,385,296
Less Unallowable Costs	297	-					478				270		1,045
Allowable Costs	1,991,411						2,550,121				2,842,719		7,384,251
Franchise Income	130,539						391,516				297,131		819,186
Carts / Yards / Drop Box Pulls	5,840		5,542				145,496		163,956		6,241		
Revenues	2,121,950						2,941,637				3,139,850		8,203,437
		% of revenue						% of revenue					
Direct Costs of Operations	1,800,671	85%					2,272,801	77%			2,674,497		6,747,969
Indirect Costs of Operations	191,037	9%					277,798	9%			168,492		637,327
Total Cost	1,991,708						2,550,599				2,842,989		7,385,296
Less Unallowable Costs	297	0%					478	0%			270		1,045
Allowable Costs	1,991,411						2,550,121				2,842,719		7,384,251
Franchise Income	130,539						391,516				297,131		819,186
Return on revenues	6.15%						13.31%				9.46%		10.0%

Attachment B – Projected 2023

Projected 2023 Results
Return on Revenues
City of Wilsonville

	Residential Service			Commercial Service			Drop Box		Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling				
	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year		% ▲ from prior year		
Collection & Service Revenues	2,121,950	0	0	2,941,637	0		3,299,735		8,363,322
Surcharge Overage									
Direct Costs of Operations	1,000,754	572,247	339,344	1,857,492	601,248		2,866,510		7,237,595
Disposal / Processing Expense	576,444	136,750	168,052	1,245,360	154,158		2,110,118		4,390,882
Labor Expense	188,221	267,049	102,762	278,983	276,833		328,387		1,442,235
Truck Expense	93,416	132,541	51,003	126,362	125,387		166,185		694,894
Equipment Expense	15,869	18,814	10,942	26,413	24,928		50,131		147,097
Franchise Fees	106,097	0	0	147,082	0		164,987		418,166
Other Direct Expense	20,707	17,093	6,585	33,292	19,942		46,702		144,321
Indirect Costs of Operations	194,296	9%		282,053	10%		171,283	5%	647,632
Management Expense	33,297	3.5%		37,021	3.5%		27,477	3.5%	97,795
Administrative Expense	16,926	3.6%		18,818	3.6%		13,960	3.6%	49,704
Other Overhead Expenses	144,073	1.1%		226,214	1.0%		129,846	1.1%	500,133
Less Unallowable Costs	297			478			270		1,045
Revenues	2,121,950			2,941,637			3,299,735		8,363,322
	% ▲ from prior year			% ▲ from prior year					
Direct Costs of Operations	1,912,345	6.2%		2,458,740	8.2%		2,866,510		7,237,595
Indirect Costs of Operations	194,296	1.7%		282,053	1.5%		171,283		647,632
Total Cost	2,106,641	5.8%		2,740,793	7.5%		3,037,793		7,885,227
Less Unallowable Costs	297			478			270		1,045
Allowable Costs	2,106,344			2,740,315			3,037,523		7,884,182
Franchise Income	15,606			201,322			262,212		479,140
Projected Return on Revenues	0.74%			6.84%			7.95%		5.73%
2022 Return on Revenues	6.15%			13.31%			9.46%		10.00%



CITY OF WILSONVILLE, OREGON

**Republic Services Rate Schedule
for Collection and Disposal of
Solid Waste, Recyclables,
Organics and Other Materials**

Effective February 1, 2024

City of Wilsonville Online Information:

www.ci.wilsonville.or.us/garbage

www.ci.wilsonville.or.us/recycling

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

Sign-up for Services: www.republicservices.com/shop

Customer Service Hours:

Monday – Friday: 8:00 am to 5:00 pm

Saturday: 8:00 am to 12:00 pm

Customer Service Phone Numbers:

503-682-3900

1-800-700-8610 (with Spanish language option)

Hours of Operation:

Monday – Friday

8:00 am - 5:00 pm

Facility Address:

10295 Ridder Rd

Wilsonville, OR 97070

ROLL CART SERVICE RATES

Residential Single-Family Dwellings and Condominium Communities

Residential Single-Family Dwelling Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	
20 gallon	\$23.20
35 gallon	\$30.56
65 gallon	\$39.75
Charbonneau Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Charbonneau District only is yard debris/organics exempt due to privately-paid district-wide landscaping debris removal service Includes optional 65 gallon recycling cart and 18 gallon glass recycling bin service 	
20 gallon	\$20.21
35 gallon	\$23.95
65 gallon	\$33.67
Add Optional 65 gallon yard debris/organics cart service	\$8.52
Condominium Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	
20 gallon	\$23.20
35 gallon cart	\$30.56
65 gallon cart	\$39.75
Recycle+ Opt-In Additional Recycling Collection Service	Rate
Base Charge * (billed monthly)	\$2.50
Curbside Collection placed within 3 feet of street (each time/occurrence)	\$9.25
Non-Curbside Collection* placed 5-150 feet from street (each time/occurrence)	\$11.70
Non-Curbside Collection * placed over 150 feet from street (each time/occurrence)	\$13.00
* Non-Curbside Collection Receptacle is placed in mutually agreed-upon location, such as the door step next to the garage, on the front porch by door, etc.	
Alternative and Special Collection Services	Rate
On Call (per each pick-up/service)	\$12.87
Recycling Only (monthly fee; 1-month minimum service)	\$11.53
Yard Debris/Organics Only (monthly fee; 1 month minimum service)	\$8.52
Recycling & Yard Debris/Organics Only (monthly fee; 1-month minimum service)	\$17.58

Continued on Next Page

Residential Single-Family Dwellings and Condominium Communities

Continued from Prior Page

Additional / Extra Service	Rate
Lost or damaged garbage cart (new replacement cart)	\$72.53
Lost or damaged yard debris cart (new replacement cart)	\$76.01
Lost or damaged recycling cart (new replacement cart)	\$76.01
Lost or damaged recycling bin (new replacement cart)	\$12.32
Return-trip fee outside of normally scheduled route	\$24.30
All occasional extras (extra box/bag/can per extra item per service/occasion)	\$6.72
Over-full can/cart charge (per can/cart per service/occasion)	\$6.72
Yard debris/organics contaminated with garbage (per can/cart per service/occasion)	\$14.55
Gate opening/roll-out container (monthly)	\$18.13
Special container (medical waste; per month fee)	\$18.13
Temporary Clean-Up Container	Rate
• 3 Yards Maximum Volume for 4 Days of Use	
Delivery & Removal of Container	\$133.32
Extra Dump	\$95.94
Daily Container Rental Charge Past 4 Days (per day fee)	\$6.49

COMMERCIAL RATES

Commercial Container Services – Rate per Month

Container Size	Rate - 1 stop per week	Rate - 2 stops per week	Rate - 3 stops per week	Rate - 4 stops per week	Rate - 5 stops per week	Rate - 6 stops per week
1 yard	\$115.20	\$229.03	\$337.68	N/A	N/A	N/A
1.5 yard	\$152.40	\$301.33	\$449.79	N/A	N/A	N/A
2 yard	\$199.26	\$393.93	\$588.23	\$793.09	\$996.16	\$1,202.43
3 yard	\$277.44	\$549.55	\$823.13	\$1,117.23	\$1,408.88	\$1,699.95
4 yard	\$361.99	\$722.16	\$1,081.51	\$1,468.23	\$1,851.62	\$2,234.24
5 yard	\$440.80	\$868.95	\$1,308.44	\$1,776.25	\$2,240.41	\$2,702.97
6 yard	\$507.94	\$1,005.12	\$1,521.66	\$2,066.20	\$2,605.96	\$3,144.83
8 yard	\$673.77	\$1,331.03	\$2,014.37	\$2,736.96	\$3,452.55	\$4,166.76

Extra Commercial Pick-Up Rates

Container Size	Rate per Pick-up
1 yard	\$26.49
1.5 yard	\$37.23
2 yard	\$48.72
3 yard	\$70.84
4 yard	\$93.07
5 yard	\$115.30
6 yard	\$137.42
8 yard	\$180.71

Container Compactor rate is 2.2 times the regular rate.

Commercial extra container dumps (return trips) are charged at 33% of the monthly rate.

Customers subject to Metro Ordinance No. 18-1418 Business Food Waste Requirement contact Republic Services.

Extra material beyond the capacity of the container is charged \$28.28 per yard. Contamination fee of \$14.55 is assessed for recycling contamination.

Multi-Family Communities / Commercial Cart Service

Includes collection of mixed recyclables and glass; by special arrangement may include collection of yard debris/organics.

Size	Rate per Month
35 gallon cart	\$23.81
65 gallon cart	\$36.15
90 gallon cart	\$45.05

Recycling Rates for Multi-Family Communities with Compactors or Train Systems

Number of Units	Rate per Month
1-99	\$146.18 (minimum)
100-199	\$2.56 per unit
200-299	\$2.02 per unit
300-399	\$1.77 per unit
400+	\$1.73 per unit

Additional Recycling Services – Drop Box and Commercial Customers

Container Size	Rate per Month
65 gallon	\$16.90 per cart (includes pick up)
90 gallon	\$20.50 per cart (includes pick up)
Metal Tote	\$26.53 monthly rent, plus hourly rate
Cardboard Container	\$26.53 per month for customers that have less than 4 cubic yards of flattened cardboard per month

Miscellaneous Service Rates – Hourly Hauling Rate

Service	Rate per Hour
1 truck + 1 driver	\$111.15
1 truck + 1 driver + 1 helper	\$140.37

INDUSTRIAL DROP BOX AND ROLL OFF COMPACTOR SERVICE RATES

Drop Box / Compactor Rates Haul Rates

Container Size	Haul Rate
10-29 yard drop box	\$131.00
30 yard drop box	\$147.00
40 yard drop box	\$166.00
10-19 yard compactor	\$131.00
20-29 yard compactor	\$147.00
30-39 yard compactor	\$204.00
40+ yard compactor	\$271.00

Additional Drop Box Fees

Service	Rate
Drop Box Delivery Fee	\$59.50
Fee for less than 1 haul per month	\$22.00
Round-trip box (per haul)	\$39.50

Drop Box Rental Fees

Drop Box Size	Rate
10 yard - After 48 hours	\$9.50 / Per Day
20 yard - After 48 hours	\$9.50 / Per Day
30 yard - After 48 hours	\$10.45 / Per Day
40 yard - After 48 hours	\$12.50 / Per Day
10 yard - Monthly	\$89.00 / Per Month
20 yard - Monthly	\$89.00 / Per Month
30 yard - Monthly	\$94.00 / Per Month
40 yard - Monthly	\$99.00 / Per Month

Rent charged is the lesser of the daily or monthly rent total.

SUPPLEMENTAL SERVICES RATES

Type of Service	Rate
Special Services Not Listed:	Cost of Collection/ Disposal
Hauler will charge the reasonable cost of collection and disposal; charge to be related to a similar schedule fee where possible.	
Appliances:	
Large appliances that contain Freon (accessible at curb)	\$52.60
Large appliances without Freon (accessible at curb, Freon removal certificate required for pick up)	\$30.20
Bathtub / Sink / Toilet:	
Fiberglass tub/shower	\$46.75
Sinks without cabinet	\$17.55
Toilet	\$23.40
Carpets:	
Rug	\$17.55
E-Waste (Electronic Devices) Removal:	
TV under 25", PC monitor, laptop	\$17.55
TV over 25"	\$35.10
TV console, TV projector, copiers	\$46.75
Furniture:	
Hide-a-bed	\$46.75
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.	\$23.40
Large furniture – full sized couch, dining table, dresser, etc.	\$35.10
Mattresses:	
Twin mattress/box spring (set)	\$23.40
Double/queen mattress/box spring (set)	\$35.10
King mattress/box spring (set)	\$41.00
Miscellaneous / Other:	
Basketball hoop	\$46.75
Bicycle	\$17.55
Christmas tree	\$11.20
Entertainment center	\$58.20
Hot tub cover	\$58.20
Hot water heater	\$46.75
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$29.25
Waterbed bag	\$17.55
Windows (per window)	\$17.55
Tires:	
Tires with rims – Passenger or light truck	\$23.40
Tires without rims – Passenger or light truck	\$17.55
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate	Gate Rate
Return Trip Fee:	\$23.40
Minimum Charge:	\$17.55



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 18, 2023		Subject: Ordinance Nos. 884 and 885 – 1st Reading Annexation and Zone Map Amendment for Frog Pond Petras Homes Subdivision	
		Staff Member: Cindy Luxhoj AICP, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: December 18, 2023 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: December 18, 2023 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: January 4, 2024 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: During a public hearing on December 11, 2023, Development Review Board Panel 'A' reviewed and recommended adoption of the Annexation and Zone Map Amendment to City Council and approved the associated Frog Pond Petras Homes subdivision.	
Staff Recommendation: Staff recommends Council adopt Ordinance Nos. 884 and 885 on 1 st Reading.			
Recommended Language for Motion: In two separate motions, I move to adopt Ordinance No. 884 on 1 st Reading and I move to adopt Ordinance No. 885 on 1 st Reading.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 884 and 885 to annex and rezone approximately 2.02 acres at the northwest corner of SW Frog Pond Lane and SW Stafford Road within the Frog Pond West Master Plan area, enabling development of an 11-lot residential subdivision.

EXECUTIVE SUMMARY:

The proposed 11-lot subdivision is the eleventh development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Crossing subdivision to the north and Frog Pond Ridge subdivision to the south, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan. Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested Zone Zap amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Petras Homes subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 884 and 885 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure financing plan of the Frog Pond West Master Plan.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and Zone Map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 884
 - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
 - B. Petition for Annexation
 - C. Annexation Findings

- D. Development Review Board Panel 'A' Resolution No. 423 Recommending Approval of Annexation
- 2. Ordinance No. 885
 - A. Zoning Order ZONE23-0002 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Findings
 - C. Development Review Board Panel 'A' Resolution No. 423 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 884**AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 2.02 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF SW FROG POND LANE AND SW STAFFORD ROAD FOR DEVELOPMENT OF AN 11-LOT RESIDENTIAL SUBDIVISION.**

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Adrian Petras and Ana Campean for Petras Homes, LLC – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at the northwest corner of SW Frog Pond Lane and SW Stafford Road, on Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon; and

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and

WHEREAS, Adrian Petras, representing 100 percent of the property ownership within the annexation area, signed the petition; and

WHEREAS, there are no electors located within the annexation area; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, the Development Review Board Panel 'A' considered the annexation and after a duly advertised public hearing held on December 11, 2023, unanimously recommended City Council approve the annexation; and

WHEREAS, on December 18, 2023, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings and conclusions, and the Development Review Board's recommendation to City Council.

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

- Section 1. Findings. The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.
- Section 2. Determination. The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 18th day of December 2023, and scheduled the second reading on the 4th day of January 2024, commencing at the hour of 7:00 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 4th day of January, 2024, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 4th day of January, 2024.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel 'A' Resolution No. 423 Recommending Approval of Annexation



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #9338

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

Item 17.

EXHIBIT A

City Annexation

A tract of land located in the Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel II of Partition Plat No. 1991-043, Clackamas County Records, also being on the west right-of-way line of SW Stafford Road (30.00 feet from centerline) and the City of Wilsonville city limits line; thence leaving said city limits line along said west right-of-way line, South 01°40'07" West 658.82 feet to the north line of Deed Document Number 2009-059360, Clackamas County Deed Records, and said city limits line and the Point of Beginning; thence continuing along said west right-of-way line and said city limits line, South 01°40'07" West 241.00 feet to the north right-of-way line of SW Frog Pond Lane (16.50 feet from centerline); thence along said north right-of-way line and said city limits line, North 88°35'24" West 365.12 feet the west line of said Deed; thence along said west line and said city limits line, North 01°41'37" East 241.00 feet to the north line of said Deed; thence along said north line and said city limits line, South 88°35'24" East 365.01 feet to the Point of Beginning.

The above described tract of land contains 2.02 acres, more or less.

The Basis of Bearings for this description is based on Survey Number SN2022-120, Clackamas County Survey Records.

11/9/2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

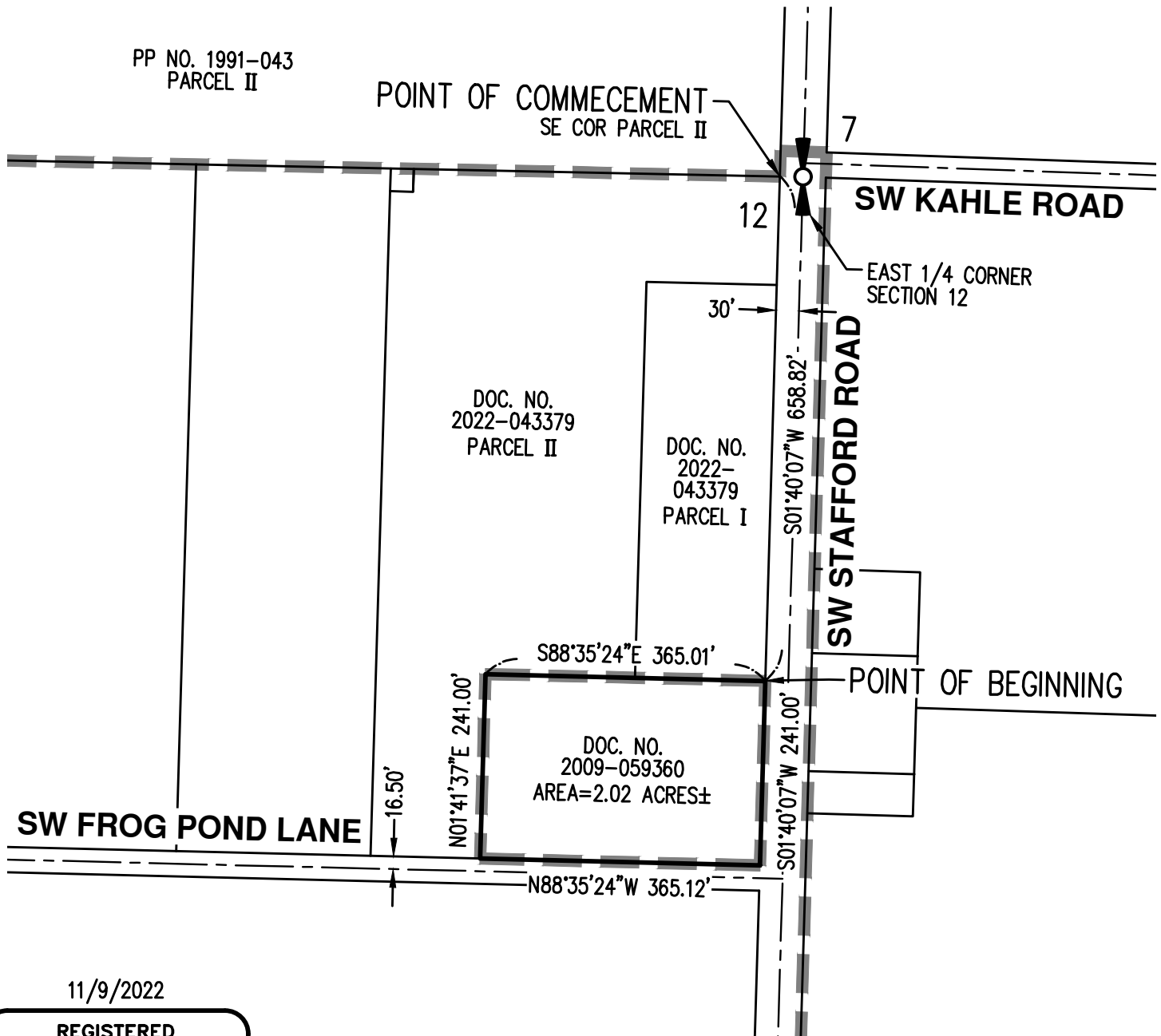
Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

RENEWS: 6/30/23

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON



11/9/2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

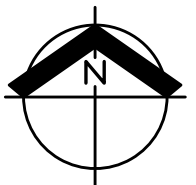
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

RENEWES: 6/30/23

LEGEND

--- CITY OF WILSONVILLE CITY LIMITS LINE

SCALE: 1" = 200 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM


**CITY ANNEXATION**

DRWN: WCB	CHKD: MCK
AKS JOB: 9338	EX 334

PETITION FOR ANNEXATION

We, the undersigned owner(s) of the property described in **Exhibit A** and/or elector(s) residing at the referenced location(s), hereby petition for, and give consent to, Annexation of said property to the City of Wilsonville:

NOTE: This petition may be signed by any qualified persons even though they may not know their property description or precinct number.

SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION				PRECINCT #	DATE
		PO	RV	OV		LOT #	¼ SEC	T	R		
	ADRIAN PETRUS	✓			No Situs Wilsonville, OR 97070	200	12	3S	1W	323	10/24/22

- * PO - Property Owner
 RV - Registered Voter
 OV - Property Owner & Registered Voter

CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description of the property included within the attached petition (located on Assessor's Map 31W 12D) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.

NAME: JOSHUA BOLL
TITLE: GIS CARTOGRAPHER II
DEPARTMENT: ASSESSMENT
COUNTY OF: CLACKAMAS
DATE: 1/10/23



CERTIFICATION OF PROPERTY OWNERSHIP

I hereby certify that the attached petition for annexation contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

NAME: JOSHUA BOLL
 TITLE: GIS CARTOGRAPHER II
 DEPARTMENT: ASSESSMENT
 COUNTY OF: CLACKAMAS
 DATE: 1/10/23



¹ "Owner" means the legal owner of record or, where there is a recorded a land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel's land mass and assessed value for purposes the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

CERTIFICATION OF REGISTERED VOTERS

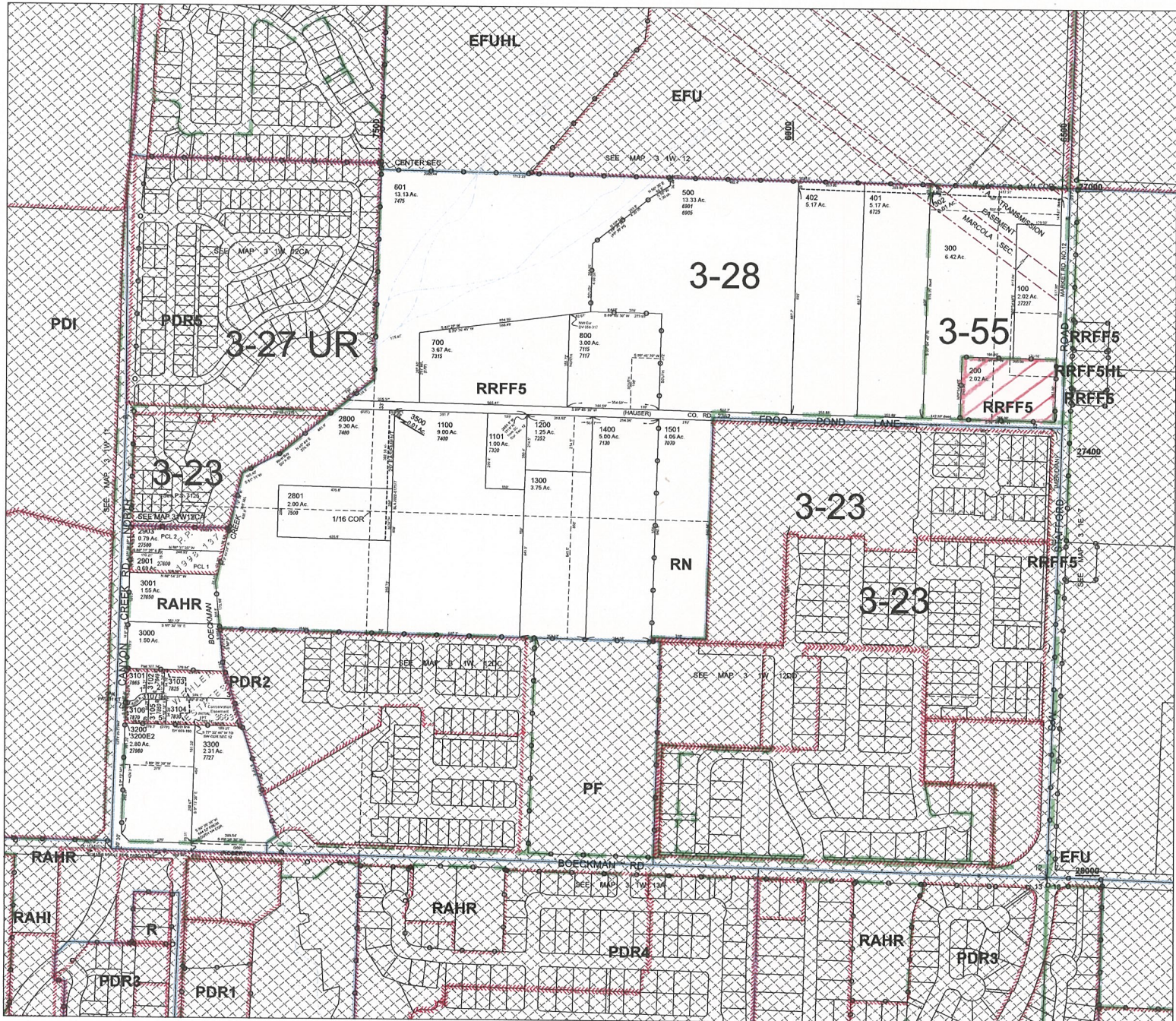
I hereby certify that the attached petition contains the names of at least 50% of the electors registered in the territory proposed for annexation as described in the attached petition.

NAME: Jennifer Wessels
TITLE: Elections specialist, Sr.
DEPARTMENT: Elections
COUNTY OF: Clackamas
DATE: 1-10-23



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: [Signature]



3 1W 12D
WILSONVILLE

S.E.1/4 SEC.12 T.3S. R.1W. W. M.
CLACKAMAS COUNTY
1" = 200'

Cancelled	Cancelled
900	2902
3201	604
1901	2900
1600	3200E3
900	1902
1900	1903
2400	2000
605	2001
602	2100
603	2201
2900S1	2202
2000E1	2200
3100	2300
1000	2400
600	2600
2500	2700
3300E1	2300
3200E1	1800
201	1700
301	1600

12345678910111213141516171819202122232425262728293031

JAN 2023
RECEIVED
CLACKAMAS
COUNTY
ASSESSOR

Parcel Boundary
Private Road ROW
Historical Boundary
Railroad Centerline
Tax Code Lines
Map Index
Water Lines
Land Use Zoning
Plats
Water

Corner
Section Corner
1/16th Line
Govt Lot Line
DLC Line
Meander Line
PLSS Section Line
Historic Corridor 40'
Historic Corridor 20'

THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

Print Date: 10/24/2022

3 1W 12D
WILSONVILLE



Ordinance No. 884 Exhibit C
Annexation Findings

Frog Pond Petras Homes 11-Lot Subdivision

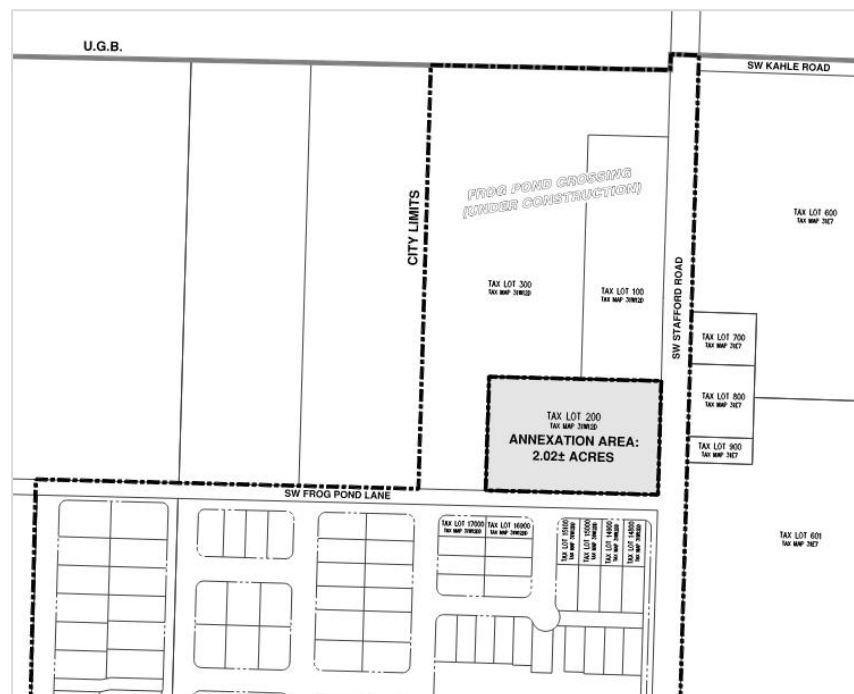
City Council
Quasi-Judicial Public Hearing

Hearing Date:	December 18, 2023
Date of Report:	December 5, 2023
Application No.:	ANNX23-0002 Annexation
Request/Summary:	City Council approval of a quasi-judicial annexation of approximately 2.02 acres for an 11-lot residential subdivision concurrently with proposed development consistent with the Frog Pond West Master Plan.
Location:	Northwest corner of SW Frog Pond Lane and SW Stafford Road. The property is specifically known as Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owner/Applicant:	Petras Homes, LLC (Contact: Adrian Petras and Ana Campean)
Petitioner:	Adrian Petras
Applicant's Representative:	AKS Engineering & Forestry, LLC (Contact: Glen Southerland, AICP)
Comprehensive Plan Designation:	Residential Neighborhood
Zone Map Classification (Current):	Rural Residential Farm Forest 5-Acre (RRFF-5)
Zone Map Classification (Proposed):	Residential Neighborhood (RN)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff Recommendation:	<u>Approve</u> the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents:</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background / Summary:

The subject property has long been rural/semi-rural, adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that: "The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community's hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville."

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB. To guide development and implement the vision of the Area Plan, the Master Plan includes details on land use (including residential types and unit count ranges), residential and community design, transportation, parks and open space, and community elements such as lighting, street trees, gateways, and signs. The Master Plan also lays out the infrastructure financing plan.

The proposed 11-lot subdivision is the eleventh development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Crossing subdivision to the north and Frog Pond Ridge subdivision to the south, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan.

All property owners have consented in writing to the annexation and there are no electors located within the annexation area.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: Annexation (ANNX23-0002)

PDA 1.	<p><u>Prior to issuance of any Public Works permits by the City within the annexation area:</u> The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.</p>
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Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

Request: Annexation (ANNX23-0002)

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

- A1.** The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. Petras Homes, LLC, and the City will enter into a Development and Annexation Agreement detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

- A2.** Metro brought the subject area into the Urban Growth Boundary (UGB) in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measure 2.2.1.e.

- A3.** This review applies all applicable Metro and State rules, regulations, and statutes as seen in findings below.

Orderly, Economic Provision of Public Facilities and Services

Implementation Measure 2.2.1.e. 1.

- A4. The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposes site development with concurrent applications for Stage 1 and Stage 2 Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Petras Homes subdivision site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years

Implementation Measure 2.2.1.e. 2.

- A5. The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests

Subsections 4.030 (.01) A. 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

- A6. The review of the quasi-judicial annexation request by Development Review Board (DRB) and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.

Subsections 4.700 (.01). and (.04)

- A7. The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, and a narrative describing conformance with applicable criteria. City Council, upon recommendation from the DRB, will declare the subject property annexed.

Adoption of Development Agreement with Annexation

Subsection 4.700 (.05)

- A8. Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land.

Metro Code

Local Government Boundary Changes

Chapter 3.09

- A9.** The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, and is consistent with both the Comprehensive Plan and the Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation

ORS 222.111

- A10.** The request meets the applicable requirements in State statute including the facts that the subject property is within the UGB and is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners and a majority of electors within the annexed area consent in writing to the annexation.

Procedure Without Election by City Electors

ORS 222.120

- A11.** The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners and a majority of electors within the annexed area consent in writing to the annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors

ORS 222.125

- A12.** All property owners and a majority of electors within the annexed area have provided their consent in writing. However, the City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Planning Goals – Generally

Goals 1, 2, 5, 6, 8, 9, 11, 12, 13, 14

- A13.** The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing

Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City's residential policies meet Statewide Planning Goal 10 requirements.
- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has completed the master planning process for the Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing" and to "provide for an overall density of 8 or more dwelling units per net buildable acre."
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related Zone Map Amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing urban growth boundary and improving the capacity identified in the 2014 study. The type of housing is anticipated to be a mix of attached and detached units, and the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.

- The proposal directly impacts approximately 0.004% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 2.02 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 423**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) OF APPROXIMATELY 2.02 ACRES, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE 1 PRELIMINARY PLAN, STAGE 2 FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, MIDDLE HOUSING LAND DIVISION, AND WAIVER FOR AN 11-LOT RESIDENTIAL SUBDIVISION.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Adian Petras and Ana Campean for Petras Homes, LLC – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the subject site is located at the northwest corner of SW Frog Pond Lane and SW Stafford Road on Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated December 4, 2023, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on December 11, 2023, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated December 4, 2023, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

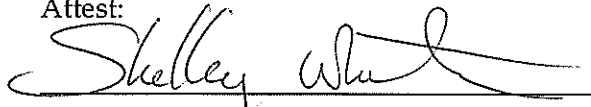
DB23-0008 Frog Pond Terrace: Annexation (ANNX23-0002), Zone Map Amendment (ZONE23-0002), Stage 1 Preliminary Plan (STG123-0003), Stage 2 Final Plan (STG223-0005), Site Design Review of Parks and Open Space (SDR23-0006), Tentative Subdivision Plat (SUBD23-0002), Middle Housing Land Division (MHLD23-0002), and Waiver (WAIV23-0003).

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 11th day of December, 2023, and filed with the Planning Administrative Assistant on Dec 12, 2023. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the Council in accordance with WC Sec 4.022(.03).


Jean Svadlenka, Chair - Panel A

Wilsonville Development Review Board

Attest:


Shelley White, Planning Administrative Assistant

ORDINANCE NO. 885

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 2.02 ACRES LOCATED AT THE NORTHWEST CORNER OF SW FROG POND LANE AND SW STAFFORD ROAD FOR DEVELOPMENT OF AN 11-LOT RESIDENTIAL SUBDIVISION.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Adrian Petras and Ana Campean for Petras Homes, LLC – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at the northwest corner of SW Frog Pond Lane and SW Stafford Road on Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon; and

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” rather than maintain the current Clackamas County zoning designation; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on December 11, 2023; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on December 11, 2023, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 423 which recommends City Council approval of the Zone Map Amendment request (Case File No. ZONE23-0002; see DB23-0008), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on December 18, 2023, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

- Section 1. Findings. The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.
- Section 2. Determination. The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order ZONE23-0002, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF-5) Zone to the Residential Neighborhood (RN) Zone.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 18th day of December, 2023, and scheduled the second reading on the 4th day of January, 2024, commencing at the hour of 7:00 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 4th day of January, 2024, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 4th day of January, 2024.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Zoning Order ZONE23-0002 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings

C. Development Review Board Panel 'A' Resolution No. 423 Recommending Approval of
Zone Map Amendment

**BEFORE THE CITY COUNCIL OF THE CITY
OF WILSONVILLE, OREGON**

In the Matter of the Application of)	
Adrian Petras and Ana Campean for Petras)	
Homes, LLC, for a Rezoning of Land)	ZONING ORDER ZONE23-0002
and Amendment of the City of Wilsonville)	
Zoning Map Incorporated in Section 4.102)	
of the Wilsonville Code.)	

The above-entitled matter is before the Council to consider the application of ZONE23-0002, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property ("Property"), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5-Acre (RRFF-5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 2.02 acres located at the northwest corner of SW Frog Pond Lane and SW Stafford Road comprising Tax Lot 200 of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order's adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 4th day of January, 2024.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned



Ordinance No. 885 Exhibit B
Zone Map Amendment Findings

Frog Pond Petras Homes 11-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date:	December 18, 2023
Date of Report:	December 5, 2023
Application Nos.:	ZONE23-0002 Zone Map Amendment
Request/Summary:	City Council approval of a quasi-judicial Zone Map amendment of approximately 2.02 acres.
Location:	Northwest corner of SW Frog Pond Lane and SW Stafford Road. The property is specifically known as Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owner/Applicant:	Petras Homes, LLC (Contact: Adrian Petras and Ana Campean)
Applicant's Representative:	AKS Engineering & Forestry, LLC (Contact: Glen Southerland, AICP)
Comprehensive Plan Designation:	Residential Neighborhood
Zone Map Classification (Current):	Rural Residential Farm Forest 5-Acre (RRFF-5)
Zone Map Classification (Proposed):	Residential Neighborhood (RN)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:**Zone Map Amendment (ZONE23-0002)**

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the annexed area consistent with this intention.

Conclusion and Conditions of Approval:

Staff recommends approval with the following conditions:

Request: Zone Map Amendment (ZONE23-0002)

This action is contingent upon annexation of the subject property to the City of Wilsonville (ANNX23-0002).

Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

Request: Zone Map Amendment (ZONE23-0002)

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

"Residential Neighborhood" on Comprehensive Plan Map, Purpose of "Residential Neighborhood" Designation
Policy 4.1.7.a.

B1. The subject area has a Comprehensive Plan Map Designation of "Residential Neighborhood". The designation enables development of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

"Residential Neighborhood" Zone Applied Consistent with Comprehensive Plan
Implementation Measure 4.1.7.c.

B2. The applicant requests the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of "Residential Neighborhood".

Safe, Convenient, Healthful, and Attractive Places to Live

Implementation Measure 4.1.4.c.

- B3.** The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density

Implementation Measure 4.1.4.u.

- B4.** The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities.

Development Code

Zoning Consistent with Comprehensive Plan

Section 4.029

- B5.** The applicant requests a zone change concurrently with a Stage 1 Preliminary Plan, Stage 2 Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

- B6.** The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

- B7.** The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

- B8.** Concurrent with the Zone Map Amendment request the applicant requests approval of an 11-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density
 Subsection 4.127 (.05) and (.06)

- B9.** The proposed number of residential lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential lot count, the proposed Stage 1 area is located entirely within small lot Sub-district 10. The following table summarizes how the proposed residential lots in this Sub-district are consistent with the Master Plan recommendations.

The applicant proposes 11 lots in Sub-district 10, which is the minimum proportional density calculation.

Subdistrict and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established lot range for Sub-district	Lot Range for Site	Proposed Lots	Total lots within Sub-district - Approved and Proposed
10 – R-5	2.02	35.8%	30-38	11-14	11	17 Approved 11 Proposed 28 Total
Total	2.02			11-14	11	28

The proposed development of 11 lots in Sub-district 10 allows for future development that meets all dimensional standards for lots on the site. As proposed the total number of lots meets the overall minimum proportional density for the site.

The configuration of lots as proposed, which meet all dimensional requirements for the individual lots, will allow for buildout of this Sub-district consistent with the Master Plan recommendations.

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 423**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) OF APPROXIMATELY 2.02 ACRES, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE 1 PRELIMINARY PLAN, STAGE 2 FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, MIDDLE HOUSING LAND DIVISION, AND WAIVER FOR AN 11-LOT RESIDENTIAL SUBDIVISION.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted by Adian Petras and Ana Campean for Petras Homes, LLC – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the subject site is located at the northwest corner of SW Frog Pond Lane and SW Stafford Road on Tax Lot 200, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated December 4, 2023, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on December 11, 2023, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated December 4, 2023, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

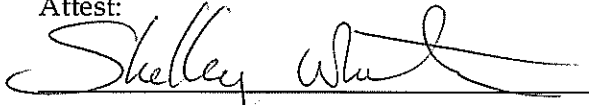
DB23-0008 Frog Pond Terrace: Annexation (ANNX23-0002), Zone Map Amendment (ZONE23-0002), Stage 1 Preliminary Plan (STG123-0003), Stage 2 Final Plan (STG223-0005), Site Design Review of Parks and Open Space (SDR23-0006), Tentative Subdivision Plat (SUBD23-0002), Middle Housing Land Division (MHLD23-0002), and Waiver (WAIV23-0003).

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 11th day of December, 2023, and filed with the Planning Administrative Assistant on Dec 12, 2023. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the Council in accordance with WC Sec 4.022(.03).



Jean Svadlenka, Chair - Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

- **Continuing Education:** Earlier this year, we purchased several Tyler Planned Annual Continuing Education (PACE) days. This program is designed for Enterprise Resource Planning (ERP) clients who are committed to adopting new features and technical enhancements, may need a refresher training, and/or resources to ensure we're effectively utilizing the system to its fullest potential. In November, we kicked off these sessions with two days focused on **Accounts Payable**. These trainings serve as a great resource, most notably as it's (already!) been three years since Go Live. Topics included: potential options to further streamline our existing processes, year end reporting, vendor maintenance, and internal system audits—all of which is of great value-add.
- **Fiscal Year End Close** for fiscal year 2023, is now nearly complete. Just a few remaining items to button up, in response to our annual financial audit. Thank you so much to Dillon Jenkins, our Senior Account, for spearheading this. As a component to this the Annual Comprehensive Financial Report (ACFR) coming soon!

- **Property Tax Update:** The City received notices from both Counties (Clackamas and Washington) regarding total Assessment and the amount of Taxes Imposed for Collection for the tax year 2023-24.

Assessment is up over the 3% limit established under Measure 50, due to growth in the community. Taxes imposed is down due to the closure of the Year 2000 Urban Renewal District and the reduction in increment needed from the West Side.

TOTAL ASSESSED VALUE

County	FY 2022-23	FY 2023-24	Change
Clackamas	\$ 4,166,774,082	\$ 4,386,539,194	5.3%
Washington	\$ 389,653,623	\$ 414,903,388	6.5%
TOTAL	\$ 4,556,427,705	\$ 4,801,442,582	5.4%

Taxes Imposed for Collection

District	FY 2022-23	FY 2023-24	Change
City of Wilsonville	\$ 9,708,137	\$ 11,494,055	18.4%
UR - Year 2000	\$ 3,653,348	\$ -	-100.0%
UR - West SIDE	\$ 5,179,321	\$ 1,572,981	-69.6%
UR - Coffee Creek	\$ 533,477	\$ 705,909	32.3%
UR - TWIST	\$ -	\$ 1,004,367	n/a
TOTAL	\$ 19,074,283	\$ 14,777,312	-22.5%

- **Utility Billing:** Effective November 1, the Road Maintenance Fee, processed through Utility Billing, went up \$0.10 per Equivalent Residential Unit (ERU). Customers will see the increase on their December bill. The number of trips generated by non-residential customers determines how many ERUs they are charged.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 15,090,000	\$ 8,367,319	\$ 6,722,681	55%
Intergovernmental	2,715,173	97,113	2,618,060	4%
Licenses and permits	242,800	109,149	133,651	45%
Charges for services	413,164	141,664	271,500	34%
Fines and forfeitures	250,000	69,010	180,990	28%
Investment revenue	304,600	224,970	79,630	74%
Other revenues	681,450	206,151	475,299	30%
Transfers in	5,572,496	1,923,211	3,649,285	35%
TOTAL REVENUES	\$ 25,269,683	\$ 11,138,588	\$ 14,131,095	44%
Personnel services	\$ 12,185,032	\$ 4,391,657	\$ 7,793,375	36%
Materials and services	12,860,094	2,349,789	10,510,305	18%
Capital outlay	311,177	164,072	147,105	53%
Debt service	1,134,284	1,129,631	4,653	100%
Transfers out	8,777,843	817,437	7,960,406	9%
TOTAL EXPENDITURES	\$ 35,268,430	\$ 8,852,586	\$ 26,415,844	25%
610 - Fleet Fund				
Charges for services	\$ 1,722,180	\$ 717,575	\$ 1,004,605	42%
Investment revenue	8,200	12,940	(4,740)	158%
TOTAL REVENUES	\$ 1,730,380	\$ 731,291	\$ 999,089	42%
Personnel services	\$ 985,470	\$ 347,864	\$ 637,606	35%
Materials and services	801,417	284,235	517,182	35%
Capital outlay	303,800	102,560	201,240	34%
Transfers out	2,400	1,000	1,400	42%
TOTAL EXPENDITURES	\$ 2,093,087	\$ 735,658	\$ 1,357,429	35%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,204,000	\$ 553,928	\$ 650,072	46%
Investment revenue	71,700	38,660	33,040	54%
TOTAL REVENUES	\$ 1,275,700	\$ 592,588	\$ 683,112	46%
Personnel services	\$ 1,076,940	\$ 356,958	\$ 719,982	33%
Materials and services	198,774	100,478	98,296	51%
Transfers out	346,058	144,195	201,863	42%
TOTAL EXPENDITURES	\$ 1,621,772	\$ 601,631	\$ 1,020,141	37%
231 - Community Development Fund				
Licenses and permits	\$ 852,302	\$ 374,307	\$ 477,996	44%
Charges for services	743,714	197,759	545,955	27%
Investment revenue	44,400	20,544	23,856	46%
Transfers in	3,335,385	989,786	2,345,599	30%
TOTAL REVENUES	\$ 4,997,514	\$ 1,582,420	\$ 3,415,094	32%
Personnel services	\$ 3,685,060	\$ 1,300,389	\$ 2,384,671	35%
Materials and services	803,584	197,452	606,132	25%
Transfers out	729,639	253,305	476,334	35%
TOTAL EXPENDITURES	\$ 5,218,283	\$ 1,751,146	\$ 3,467,137	34%
240 - Road Operating Fund				
Intergovernmental	\$ 2,240,600	\$ 308,924	\$ 1,931,676	14%
Investment revenue	52,200	44,098	8,102	84%
Other revenues	-	409	(409)	-
TOTAL REVENUES	\$ 2,292,800	\$ 353,431	\$ 1,939,369	15%
Personnel services	\$ 524,370	\$ 165,494	\$ 358,876	32%
Materials and services	616,212	311,039	305,173	50%
Capital outlay	300,000	8,950	291,050	3%
Debt service	358,000	47,524	310,476	13%
Transfers out	2,708,462	828,790	1,879,672	31%
TOTAL EXPENDITURES	\$ 4,507,044	\$ 1,361,797	\$ 3,145,247	30%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,249,000	\$ 894,583	\$ 1,354,417	40%
Investment revenue	87,100	42,712	44,388	49%
TOTAL REVENUES	\$ 2,336,100	\$ 937,295	\$ 1,398,805	40%
Transfers out	\$ 4,235,000	\$ 1,608,705	\$ 2,626,295	38%
TOTAL EXPENDITURES	\$ 4,235,000	\$ 1,608,705	\$ 2,626,295	38%
260 - Transit Fund				
Taxes	\$ 6,000,000	\$ 2,877,467	\$ 3,122,533	48%
Intergovernmental	4,174,500	1,505,643	2,668,857	36%
Charges for services	40,000	4,167	35,833	10%
Fines and forfeitures	5,000	1,932	3,068	39%
Investment revenue	425,100	156,046	269,054	37%
Other revenues	16,000	423	15,578	3%
TOTAL REVENUES	\$ 10,660,600	\$ 4,545,678	\$ 6,114,922	43%
Personnel services	\$ 5,058,100	\$ 1,444,336	\$ 3,613,764	29%
Materials and services	3,239,530	1,063,893	2,175,637	33%
Capital outlay	2,060,000	605,905	1,454,095	29%
Transfers out	1,043,990	305,189	738,801	29%
TOTAL EXPENDITURES	\$ 11,401,620	\$ 3,419,323	\$ 7,982,297	30%
510 - Water Operating Fund				
Charges for services	\$ 10,104,780	\$ 5,332,381	\$ 4,772,399	53%
Fines and forfeitures	-	5,675	(5,675)	-
Investment revenue	324,500	242,582	81,918	75%
Other revenues	1,168,080	1,138,717	29,363	97%
TOTAL REVENUES	\$ 11,597,360	\$ 6,719,355	\$ 4,878,005	58%
Personnel services	\$ 687,800	\$ 229,379	\$ 458,421	33%
Materials and services	5,050,863	1,531,792	3,519,071	30%
Capital outlay	695,000	52,960	642,040	8%
Debt service	371,000	49,432	321,568	13%
Transfers out	12,343,417	1,763,448	10,579,969	14%
TOTAL EXPENDITURES	\$ 19,148,080	\$ 3,627,011	\$ 15,521,069	19%
520 - Sewer Operating Fund				
Charges for services	\$ 8,477,900	\$ 2,721,974	\$ 5,755,926	32%
Investment revenue	114,900	149,466	(34,566)	130%
Other revenues	31,500	8,257	23,243	26%
Transfers in	600,000	-	600,000	0%
TOTAL REVENUES	\$ 9,224,300	\$ 2,879,697	\$ 6,344,603	31%
Personnel services	\$ 449,960	\$ 167,424	\$ 282,536	37%
Materials and services	4,121,454	1,351,795	2,769,659	33%
Capital outlay	125,509	-	125,509	0%
Debt service	2,880,000	33,648	2,846,352	1%
Transfers out	10,828,059	1,173,368	9,654,691	11%
TOTAL EXPENDITURES	\$ 18,404,982	\$ 2,726,236	\$ 15,678,746	15%
550 - Street Lighting Fund				
Charges for services	\$ 540,540	\$ 188,961	\$ 351,579	35%
Investment revenue	17,000	11,663	5,337	69%
TOTAL REVENUES	\$ 557,540	\$ 200,623	\$ 356,917	36%
Materials and services	\$ 366,450	\$ 76,246	\$ 290,204	21%
Transfers out	661,954	4,254	657,700	1%
TOTAL EXPENDITURES	\$ 1,028,404	\$ 80,500	\$ 947,904	8%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,678,840	\$ 1,188,112	\$ 2,490,728	32%
Investment revenue	55,100	69,053	(13,953)	125%
TOTAL REVENUES	\$ 3,733,940	\$ 1,257,165	\$ 2,476,775	34%
Personnel services	\$ 324,810	\$ 138,919	\$ 185,891	43%
Materials and services	830,350	184,966	645,384	22%
Debt service	838,000	42,841	795,159	5%
Transfers out	7,145,858	968,287	6,177,571	14%
TOTAL EXPENDITURES	\$ 9,139,018	\$ 1,335,013	\$ 7,804,005	15%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,000,000	\$ 1,147,881	\$ 852,119	57%
Investment revenue	28,300	44,963	(16,663)	159%
TOTAL REVENUES	\$ 2,028,300	\$ 1,192,844	\$ 835,456	59%
Materials and services	\$ 36,180	\$ -	\$ 36,180	0%
Transfers out	4,447,454	139,418	4,308,036	3%
TOTAL EXPENDITURES	\$ 4,483,634	\$ 139,418	\$ 4,344,216	3%
348 - Washington County TDT				
Washington County TDT	\$ 250,000	\$ -	\$ 250,000	0%
Investment revenue	44,700	16,168	28,532	36%
TOTAL REVENUES	\$ 294,700	\$ 16,168	\$ 278,532	5%
346 - Roads SDC				
System Development Charges	\$ 1,800,000	\$ 1,809,965	\$ (9,965)	101%
Investment revenue	40,000	116,389	(76,389)	291%
TOTAL REVENUES	\$ 1,840,000	\$ 1,926,353	\$ (86,353)	105%
Materials and services	\$ 43,130	\$ -	\$ 43,130	0%
Transfers out	11,449,559	147,566	11,301,993	1%
TOTAL EXPENDITURES	\$ 11,492,689	\$ 147,566	\$ 11,345,123	1%
396 - Parks SDC				
System Development Charges	\$ 550,000	\$ 167,448	\$ 382,552	30%
Investment revenue	12,000	20,870	(8,870)	174%
TOTAL REVENUES	\$ 562,000	\$ 188,318	\$ 373,682	34%
Materials and services	\$ 17,570	\$ -	\$ 17,570	0%
Transfers out	1,506,903	11,896	1,495,007	1%
TOTAL EXPENDITURES	\$ 1,524,473	\$ 11,896	\$ 1,512,577	1%
516 - Water SDC				
System Development Charges	\$ 1,515,000	\$ 824,517	\$ 690,483	54%
Investment revenue	50,000	114,566	(64,566)	229%
TOTAL REVENUES	\$ 1,565,000	\$ 939,083	\$ 625,917	60%
Materials and services	\$ 26,980	\$ -	\$ 26,980	0%
Debt service	452,000	83,601	368,399	18%
Transfers out	9,487,826	716,492	8,771,334	8%
TOTAL EXPENDITURES	\$ 9,966,806	\$ 800,093	\$ 9,166,713	8%
526 - Sewer SDC				
System Development Charges	\$ 725,000	\$ 368,346	\$ 356,654	51%
Investment revenue	9,900	15,289	(5,389)	154%
TOTAL REVENUES	\$ 734,900	\$ 383,635	\$ 351,265	52%
Materials and services	\$ 22,930	\$ -	\$ 22,930	0%
Transfers out	1,905,265	153,808	1,751,457	8%
TOTAL EXPENDITURES	\$ 1,928,195	\$ 153,808	\$ 1,774,387	8%
576 - Stormwater SDC				
System Development Charges	\$ 690,000	\$ 249,442	\$ 440,558	36%
Investment revenue	109,700	37,273	72,427	34%
TOTAL REVENUES	\$ 799,700	\$ 286,716	\$ 512,984	36%
Materials and services	\$ 5,980	\$ -	\$ 5,980	0%
Transfers out	1,140,868	43,801	1,097,067	4%
TOTAL EXPENDITURES	\$ 1,146,848	\$ 43,801	\$ 1,103,047	4%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 800	\$ 1,289	\$ (489)	161%
Other revenues	-	5,000	(5,000)	-
TOTAL REVENUES	\$ 800	\$ 6,289	\$ (5,489)	786%
Materials and services	\$ 5,000	\$ 786	\$ 4,214	16%
Transfers out	25,000	-	25,000	0%
TOTAL EXPENDITURES	\$ 30,000	\$ 786	\$ 29,214	3%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 262,000	\$ 141,451	\$ 120,549	54%
TOTAL REVENUES	\$ 262,000	\$ 141,451	\$ 120,549	54%
Materials and services	\$ 295,572	\$ 90,211	\$ 205,361	31%
Capital outlay	10,940,556	551,239	10,389,317	5%
TOTAL EXPENDITURES	\$ 11,236,128	\$ 641,450	\$ 10,594,678	6%
810 - Westside Program Income				
Investment revenue	\$ 3,715	\$ 1,354	\$ 2,361	36%
TOTAL REVENUES	\$ 3,715	\$ 1,354	\$ 2,361	36%
815 - Westside Capital Projects				
Investment revenue	\$ 165,000	\$ 61,772	\$ 103,228	37%
TOTAL REVENUES	\$ 165,000	\$ 61,772	\$ 103,228	37%
Materials and services	\$ 277,178	\$ 47,360	\$ 229,818	17%
Capital outlay	710,000	-	710,000	0%
TOTAL EXPENDITURES	\$ 987,178	\$ 47,360	\$ 939,818	5%
817 - Westside Debt Service				
Taxes	\$ 1,672,200	\$ 1,212,054	\$ 460,146	72%
Investment revenue	20,630	37,534	(16,904)	182%
TOTAL REVENUES	\$ 1,692,830	\$ 1,249,588	\$ 443,242	74%
Debt service	\$ 4,702,025	\$ -	\$ 4,702,025	0%
TOTAL EXPENDITURES	\$ 4,702,025	\$ -	\$ 4,702,025	0%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 3,095	\$ 1,157	\$ 1,938	37%
Transfers in	500,000	-	500,000	0%
TOTAL REVENUES	\$ 503,095	\$ 1,157	\$ 501,938	0%
Materials and services	\$ 136,500	\$ 57,000	\$ 79,500	42%
TOTAL EXPENDITURES	\$ 136,500	\$ 57,000	\$ 79,500	42%
827 - Coffee Creek Debt Service				
Taxes	\$ 566,800	\$ 365,898	\$ 200,902	65%
Investment revenue	8,510	2,943	5,567	35%
TOTAL REVENUES	\$ 575,310	\$ 368,841	\$ 206,469	64%
Debt service	\$ 782,000	\$ -	\$ 782,000	0%
TOTAL EXPENDITURES	\$ 782,000	\$ -	\$ 782,000	0%
830 - Wilsonville Investment Now Program				
Taxes	\$ 750,000	\$ 664,969	\$ 85,031	89%
Investment revenue	10,300	-	10,300	0%
TOTAL REVENUES	\$ 760,300	\$ 664,969	\$ 95,331	87%
Materials and services	\$ 750,000	\$ -	\$ 750,000	0%
TOTAL EXPENDITURES	\$ 750,000	\$ -	\$ 750,000	0%



City of Wilsonville Police

NOVEMBER 2023

The local chapter of the Shriners' Daughters of the Nile hosted an appreciation lunch for Wilsonville Police during November.

Several members from our department were able to attend. The lunch was delicious and the company enjoyable.

After, Wilsonville Police personnel hung around for a Q&A following the meal, and were able to visit with some very fine people.

Thank you, Daughters of the Nile and Al Kader Shriners, for bringing us together.



Chief Robert Wurpes had the honor of giving the opening remarks at this year's Clackamas Education Service District Safe Schools Emergency

Summit held in November. This is an annual event focused on strengthening relationships between school district and its community. The summit is designed to reinforce / refresh emergency management skills and build resilience.

While there, Wurpes had the opportunity to meet with the keynote speaker, Ila Borders. Borders is a paramedic and training captain with Clackamas Fire District #1. Borders is a former professional female baseball player.

The City of Wilsonville held its **annual community tree lighting** on November 30. Wilsonville Police officers, Deputies B. Lang and K. Scott, were enjoyed participating.





City of Wilsonville

Call Activity

12,391

Total Calls

YEAR 2023

High Priority • 1,226

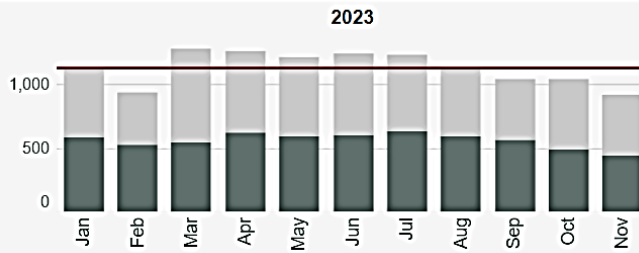
Medium Priority • 8,493

Low Priority • 2,672

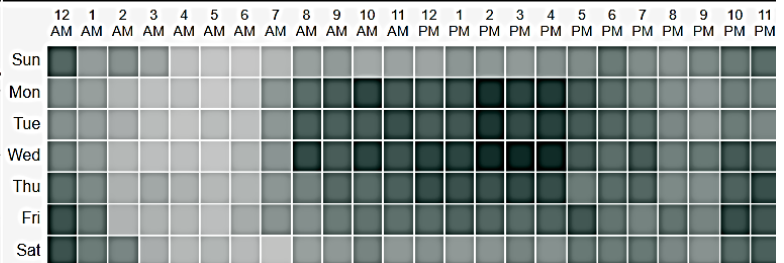
Public-Initiated • 6,175

Deputy-Initiated • 6,216

Call Activity by Month and Year



Call Activity by Day of Week and Hour of Day



This dashboard is maintained by CCSO's Strategic Analysis Unit
Data source: Clackamas County Communication's Computer Aided Dispatch (CAD) software
Updated: 12/4/2023 4:37:38 PM (UTC)

NOVEMBER 2023

49	60	49	141	243	70	75	232
Alarm	Assist	Civil	Crime	Disorder	Follow-up	Other	Traffic

Alarm	Alarm	49
Assist	Assist Public	36
	Assist Fire/Medical	10
	Assist Other Agency	6
	Warrant	5
	Missing Person	2
	Assist Law Enforcement	1
Civil	Civil	37
	Behavioral Health	12
Crime	Harassment/Menacing	31
	Domestic Violence	20
	Theft	16
	Hit & Run	14
	Burglary	9
	Assault/Abuse	8
	Criminal Mischief	8
	Fraud	8
	Trespass	8
	Sex Offense	6
	Stolen Vehicle	6
	Violation of Restraining Order	3
	Vice	2
	Escape/Pursuit	1
	Littering	1

Disorder	Suspicious Activity	102
	Welfare Check	61
	Parking Disorder	28
	Subject Contact	13
	Noise Disorder	8
	Disturbance	7
	Premise Check	7
	Juvenile Disorder	5
	Unwanted Person	4
	Animal Disorder	2
	Recovered Stolen Vehicle	2
	Shots Fired	2
	Extra Patrol	1
	Ordinance Disorder	1
Follow-Up	Follow-Up	70
Other	Other	75
Traffic	Traffic Stop	205
	Traffic Crash	18
	Traffic Disorder	4
	Hazard	3
	DUII	2

[Dashboards](#) | [Clackamas County](#)

From The Director's Office

Greetings!

Over the summer, members of Community Development Department staff were given the opportunity to tour the recently completed 148,000 SF industrial warehouse on Garden Acres Road. Constructed by Ares (formerly Black Creek Group) out of Newport Beach, California, this new warehouse is truly impressive from all four sides and is an outstanding example of implementation of modern industrial design as well as the City's own Form Based Code.

With 35' clear ceilings and double frontage on Grahams Ferry Road and Garden Acres Road, the building architecture is very attractive. A preserved grove of fir trees in the front of the site provide scale and greenery that helps to break up the façade of this large building. With a construction value upwards of \$20M, this project will surely provide a boost to the tax increment in the Coffee Creek Urban Renewal District that will allow the Community Development Department team to advance additional capital projects to serve more industrial development.



Preserved Douglas Fir grove along Garden Acres Road

This project is the second completed warehouse project reviewed under the Form Based Code standards. Associate Planner Cindy Luxhoj has done an excellent job of interviewing applicants and their design teams as part of returning to the Council for an audit of the Form Based Code. The Developer's representative on the Ares project was a very seasoned industrial developer, who has done large industrial projects in the Wilsonville community for 30-plus years. By listening closely to their experiences with city processes including land-use approvals, the plan review/permit issuance process, and 10 months of construction inspections have given staff insight into pinch points in the process which in turn is allowing us to work toward a goal of continuous process improvement.

Having open and honest dialogues regarding customer experiences allows us to focus on making the experience more positive. Our goal is to improve our process and foster a collaborative environment where together, City staff and the development team approach challenges head-on and resolve them in a timely, collaborative and efficient manner. This strong focus on customer service and the customer experience is something that separates the City of Wilsonville Community Development Department from its peers.

Cheers to economic prosperity, investment, and job creation in the Wilsonville community.

Respectfully submitted,

Chris Neamtzu, AICP

Community Development Director

Building Division

The Science of Building Inspections: Uncovering Hidden Issues

Building inspectors encounter numerous complex issues that require scientific expertise to uncover and address. This article unravels the science behind building inspections and learn how it contributes to the safety and longevity of structures.

Building inspections involve a blend of technical knowledge, experience, and scientific principles. Here are some key areas where science plays a crucial role:

- **Structural Engineering:** Understanding the principles of physics and materials science is essential for evaluating a building's structural integrity. Inspectors use this knowledge to identify issues like foundation problems, cracks in walls, and roof damage.
- **Environmental Sciences:** Building inspectors consider environmental factors when assessing a structure's condition. This includes knowledge of moisture control, mold detection, and the effects of weather and climate on buildings.
- **Electrical Systems:** A strong grasp of electrical engineering is vital to inspecting a building's wiring and electrical systems. Inspectors must ensure that electrical components are safe and compliant with standards.
- **Thermal Imaging:** Infrared thermography, a scientific technique, is used to detect hidden issues like water leaks, insulation gaps, and electrical hotspots. This technology provides valuable data during inspections.



Common Scientific Techniques in Building Inspections

- **Moisture Meter Readings:** Moisture meters use electrical conductivity to detect excess moisture in building materials, helping inspectors identify water damage or leaks.
- **Infrared Thermography:** Infrared cameras detect temperature variations, revealing issues like insulation gaps, plumbing leaks, and electrical problems.
- **Material Analysis:** Understanding the properties of construction materials, such as wood, concrete, and steel, is vital for assessing their condition and lifespan.
- **Air Quality Testing:** Scientific instruments measure indoor air quality, assessing factors like radon levels, mold spores, and pollutants.

Building inspections are a blend of art and science, with the latter playing a significant role in uncovering hidden issues and ensuring the safety of structures. The scientific techniques and knowledge employed by building inspectors are essential in maintaining the integrity and longevity of buildings.

Economic Development Division

Liaison to Development and Brokerage Community

Staff is working with a couple noteworthy leads which, if they come to fruition, would be significant wins for the City. In each of these situations staff acts as a liaison or communication conduit between the potential applicant and the other divisions within Community Development.

With capital markets such as they are, and the cost of construction escalated as it is, developers are even more cost and risk sensitive than normal. Small line items on a development pro forma matter. Developers and businesses are looking to eliminate risk and unknowns as much as possible even before proceeding to making an offer on property. Staff across the department will need to adjust mindset and engage with potential applicants, businesses, and brokers sooner and in different ways than we may be accustomed to in times past then economic conditions were different.

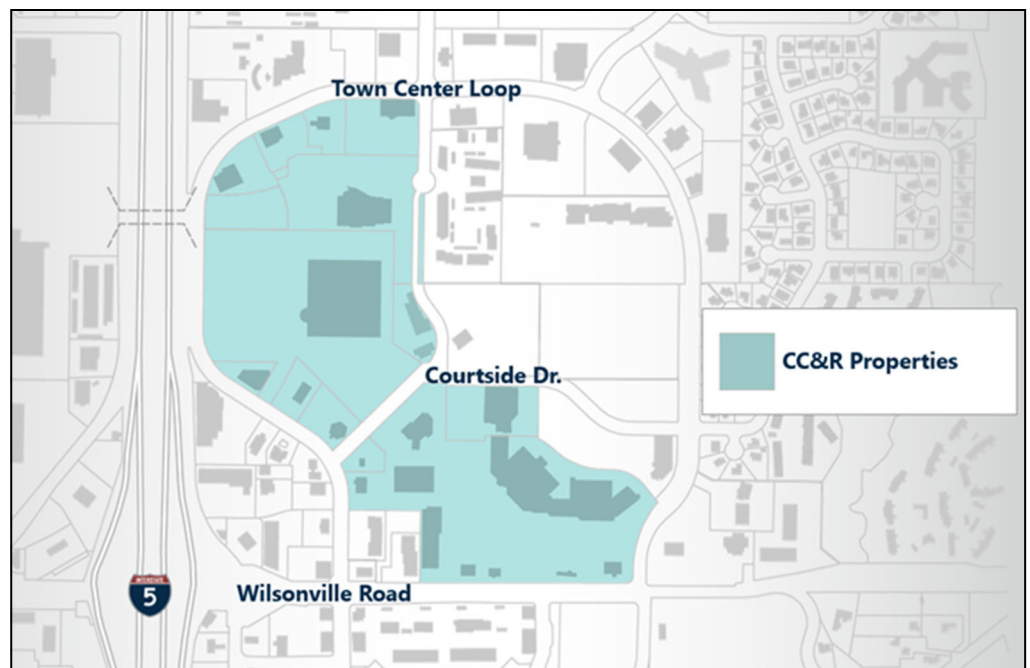


Town Center Covenants, Conditions, and Restrictions (CC&Rs)

Certain properties within the Town Center planning area are subject to CC&Rs that were executed in 1992. Several provisions of those CC&Rs are in direct conflict with the vision of the Town Center Plan and the Town Center Zone.

More specifically, the CC&Rs do not explicitly allow for multifamily residential development, which is a cornerstone of the Town Center Plan. As such, any developer wishing to develop or redevelop property within Town Center, where multifamily is a component of such development, must request an amendment to the CC&Rs in order for their project to proceed.

Staff orchestrated a meeting with property owners subject to the CC&Rs on November 16 to discuss dissolution or amendment of the CC&Rs in order to simplify the development process and allow multifamily development outright, when it complies with the city's codes. The group seemed more favorable toward the idea of amendment vs. complete dissolution. The city's legal team is working on a restated CC&R document for the group to review. The success of this initiative is pivotal for the success of the Town Center plan and the development envisioned therein.



Economic Development Division

Town Center Urban Renewal Feasibility Study

The city's urban renewal task force (URTF) met on November 30 to review the (nearly) final draft of the Feasibility Study document, draft ballot language, and an outreach and communications plan, which still under development expected to be executed between January 1 and the May 21, 2024 election.

Staff will present at the two work sessions of the City Council scheduled in the month of December 2023, and will discuss the following topics with Council.

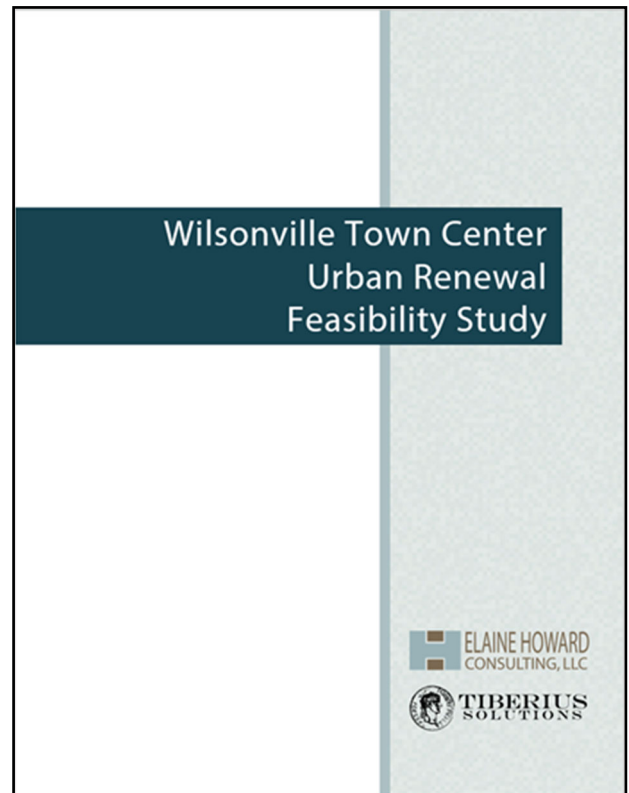
December 4: Proposed projects, cost allocations, if an urban renewal plan is created in Town Center.

December 18: Final Feasibility Study document, for adoption. Communications plan and draft ballot language.

In addition, despite our efforts to involve the West Linn-Wilsonville School District in the feasibility study process and the urban renewal task force more generally, they have not really engaged until very recently. Their Chief Financial Officer, Son Le Hughes, requested a meeting with Staff and our urban renewal consultant at the district offices. We had a productive meeting and answered questions. Ms. Hughes has requested that the City of Wilsonville brief the School Board regarding Wilsonville urban renewal, school budget impacts, and the proposed Town Center urban renewal plan. A date has not yet been set for any such briefing.

Wilsonville Showcases at CMAA Meeting

The Construction Managers Association of America (CCMA) Oregon Chapter invited the City of Wilsonville together with Tigard and Sherwood, to talk to a group of CMAA members about what our city is doing today to plan for tomorrow, with a specific look at planning and economic development. Planning Director Miranda Bateschell, and Economic Development Manager Matt Lorenzen presented and fielded questions from the group on the evening of November 16. It was a great opportunity to communicate our plans and network with developers, construction managers, and vendors in the construction and real estate industries.



Engineering Division, Capital Projects

2022 Street Maintenance(4014/4118/4717)

This project included Pedestrian Curb Ramp Replacements (4014), Signal Modifications (4118), and Pedestrian Crossing Improvements (4717). The curb ramps and pedestrian push button replacements were done to comply with Americans with Disabilities Act (ADA) requirements ahead of the 2023 Street Maintenance project that will repave Wilsonville Road adjacent to the ramps. Also included within this project was pedestrian crossing improvements along French Prairie Road in Charbonneau that enhance the safety and visibility of pedestrians. The collective project was performed by Emery & Sons and its subcontractors. This project has been accepted by the City and is now in a two-year warranty period. Over the course of the next two years, staff will inspect the improvements to make sure they are free from defects prior to warranty expiration.

2023 Street Maintenance (4014/4118/4717)

The following improvements were performed by S-2 Contractors:

- Boeckman Road (near I-5 Overpass): Road base reconstruction, paving and re-striping.
- Wilsonville Road (between I-5 and Kinsman Road): Road base reconstruction, all paving and striping.
- Wilsonville Road (near Rose Lane): Road base reconstruction, all paving and striping

Staff has performed a final inspection and working to resolve issues where the contract was not fulfilled.

2024 Street Maintenance (4014/4717)

On November 6, Council awarded a contract to Century West Engineering for the design of:

Boones Ferry Road (Wilsonville Road to Bailey Street)

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps
- Pedestrian signal improvements at Boones Ferry Road at the entrance to Fred Meyer
- Updating of the mid-block pedestrian crossing near Killer Burger

Bailey Street (Boones Ferry Road to cul-de-sac near Subaru Dealership)

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps

Boberg Road (Boeckman Road to Barber Road)

- Reconstruction of pavement section

The design portion of the project was kicked off on November 12 with a goal of construction beginning June 1 and being substantially complete by August 30.

Boeckman Creek Interceptor (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. The kickoff meeting was held on October 31, 2022. Field investigations are nearly finished, and the design is approaching 30 percent complete. A preliminary review of the trail layout and maintenance concept plan is under review. Once review is completed, a public open house will be held to seek input on the design to refine the layout. One additional open house event is planned for advance designs. The dates for both events will be set and advertised in advance of the events.

Engineering Division, Capital Projects

Boeckman Road Corridor Project (4212/4206/4205/2102/7065)

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is pushing to design the project and advancing time-critical components. Property acquisitions are advancing, and expected to be completed in December. This project has been divided into several guaranteed maximum price (GMP).

- **GMP 1: Temporary Traffic Signal at Stafford and 65th Ave**
 - ◊ What has been completed: The signal is operational, and minor cleanup remains.
 - ◊ What to expect: Minor corrections including traffic lane closures.
- **GMP 2: Meridian Creek Culverts, House Demo**
 - ◊ What has been completed: Culvert installation (pitcured), retaining wall installation, grading areas upstream and downstream of pipe, plantings, house demo.
 - ◊ What to expect: Finish out the brick veneer installation on retaining wall, minor corrections to the work.
- **GMP 3: Bridge, Roundabout, and Road Widening**
 - ◊ Costs have been provided to the City and are currently being reviewed and negotiated with the City and the Owner's Representative. The projected Council date for approval is expected in early December, construction to follow immediately after.



Other work is occurring in advance of the bridge work such as tree clearing, utility relocations, and coordination with the new primary school site. The road closure is expected in late winter.

Charbonneau Consolidated Plan—Edgewater and Village Greens (1500/2500/4500/7500)

This project is one of 38 project areas designated by the Charbonneau Consolidated Plan for the design and construction of water, wastewater, and stormwater improvements. This project specifically focuses on Edgewater Lane, Village Greens Circle and French Prairie Road. The City project team returned 100% plan comments to the design engineer in September. This project is on schedule for bidding in early 2024 with construction following in the summer.

Charbonneau Lift Station (2106)

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and preliminary design was completed in July 2022. Final design is complete, with construction anticipated for completion in September 2024.

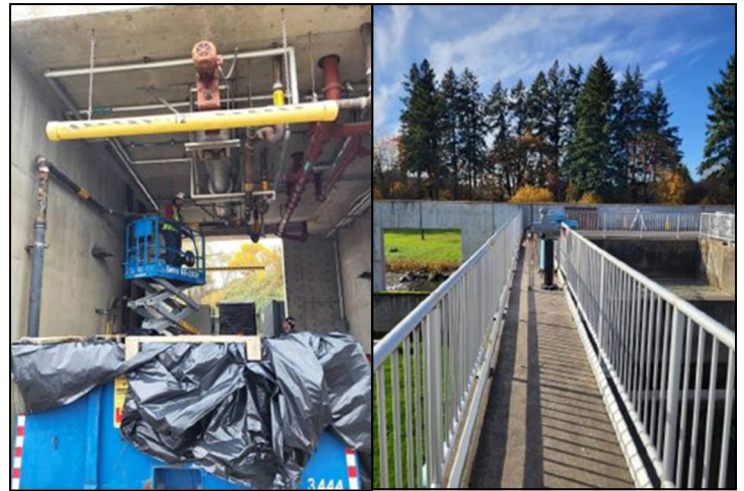
West Side Level B Reservoir and Transmission Main (1149)

This project will design and construct a new three million gallon water reservoir just west of City limits, along with a 24-inch transmission main connecting to the City water system. City Council awarded the design contract to Consor in February 2023. Design will be completed in 2024, followed by construction in 2024-2025.

Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144)

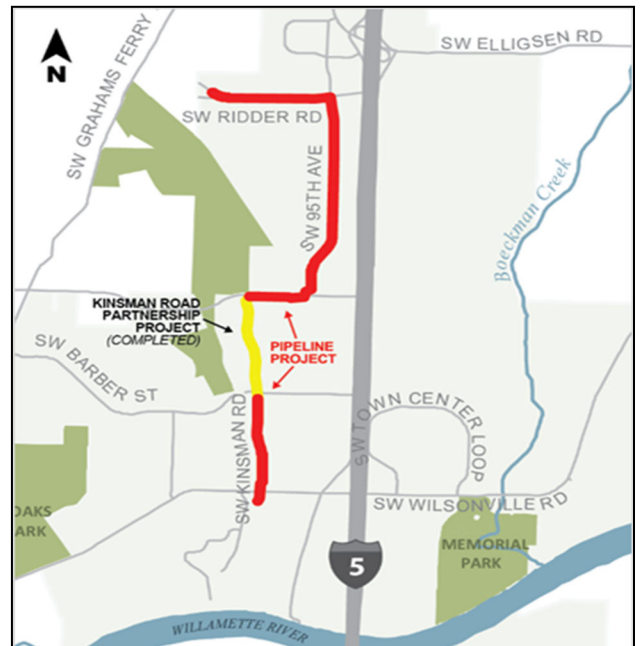
This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in March 2022. Construction (pictured) began in June 2022 with completion expected in June 2024.



WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion in 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans. The trenchless crossing under Wilsonville Road has been completed. Pipe install on the northern half of 95th Avenue to Ridder Road is nearing completion and restoration of the sidewalk, curb and gutter, and concrete road panels on the east side of the road is ongoing. Pipe installation has been completed on Kinsman Road between Wilsonville Road and Barber Street, and the street has been temporarily paved. The contract will begin restoring the concrete road panels on the west side of Kinsman Road after restoration has been completed on 95th Avenue. The trenchless crossing under Boeckman Road has begun.



Waste water Treatment Plant (WWTP) Master Plan (2104)

This project will evaluate capacity of WWTP processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by December 2023. The Master Plan findings are scheduled to be presented to the Planning Commission and City Council in fall and winter of 2023 .

Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The contractor continues to work on installing utilities for the five residential lot subdivision located on Canyon Creek Road. The contractor is continuing to work onsite utilities.

Frog Pond West

Frog Pond West continues to see significant construction activities. Housing construction in Frog Pond Ridge, located south of Frog Pond Lane, is ongoing.

- Frog Pond Crossing subdivision, a 29-lot subdivision located north of Frog Pond Lane, was paved at the end of July. The contractor is working on punchlist items for project closeout. The sales trailer has been installed and home construction is expected to commence in December.
- Frog Pond Estates, a 17-lot subdivision located south of Frog Pond Lane and west of Frog Pond Ridge, has installed most of the water system. Curbs have been installed. Paving is anticipated to occur in December, weather permitting.
- Frog Pond Oaks subdivision, a 41-lot subdivision located to the west of Frog Pond Crossing, was paved at the end of September. The contractor is working on open space improvements and stormwater facilities.
- Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road, has installed storm and sewer utilities on SW Sherman Drive, in addition to working on site on the building.
- Frog Pond Vista subdivision, a 38-lot subdivision to the west of Frog Pond Oaks, is working on installation of franchise utilities. Paving is expected to occur in December, weather permitting.



Frog Pond Oaks, photo looking east from Willow Creek Drive



Frog Pond Estates, photo looking north from Brisband Street. Frog Pond Estates is located in the lower portion of the photo; Frog Pond Vista and portions of Frog Pond Oaks are located in the northern portion of the photo. Homes are part of the Frog Pond Ridge subdivision.



Frog Pond Primary

Villebois Clermont

The contractor is continuing to work on punch list items at Regional Parks 5 and 6. Home construction continues.

Natural Resources Division

Arrowhead Creek Park Pollinator Habitat

On November 4, 2023, the City and Friends of Trees hosted a pollinator-planting event at Arrowhead Creek Park. 27 volunteers participated in the planting event, which included the installation of 600 native plants important to a variety of pollinators.

Since 2002, the City of Wilsonville has partnered with Friends of Trees Green Space program on a wide variety of natural resource plantings, restoration and maintenance activities. Founded in 1989, Friends of Trees is a regional leader in improving the urban tree canopy and restoring sensitive natural areas through programs delivered by thousands of volunteers.



Planning Division, Current

Administrative Land Use Decisions Issued

- 5 Type B Tree Permits
- 3 Class 1 Administrative Reviews
- 3 Class 2 Administrative Reviews
- 2 Class 1 Sign Permits

Construction Permit Review, Development Inspections, and Project Management

In November, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- New gas station and convenience store on Boones Ferry Road
- New Public Works Building
- Residential subdivisions in Frog Pond West
- State of Oregon North Valley Complex

Development Review Board (DRB)

DRB Panel A did not meet in November.

DRB Panel B did not meet in November.

DRB Projects Under Review

During November, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- 21-unit subdivision in Frog Pond West
- 34-unit subdivision in Frog Pond West
- Conditional Use Permit for short-term rental in residential zone on Wilsonville Road
- Design of private park in new subdivision at 28700 SW Canyon Creek Road South
- Digital changeable copy sign on Boeckman Creek Primary School
- New electric substation along Parkway Avenue north of Boeckman Road
- New industrial building at ParkWorks off Parkway Avenue
- Transit-Oriented Mixed-Use Development adjacent to SMART Central/WES Station on Barber Street



Proposed Building, ParkWorks Elevation Facing SW Parkway Avenue/Interstate 5

Planning Division, Long Range

Coffee Creek Form-based Code Assessment and Basalt Creek Code Implementation

Planning staff is conducting an assessment of the Coffee Creek Form-based Code standards to identify ways in which they could be adjusted to streamline land use review and encourage additional high-quality industrial development. This information also will be used to help determine what zoning is appropriate for Basalt Creek. Also the Basalt Creek implementation involves infrastructure planning and funding and other steps to ensure the industrial land in this area is development-ready. In November, staff issued a Request for Proposal to hire a consultant team to support the Basalt Creek part of the project using a total of \$270,000 in grant funds.

Frog Pond East and South Master Plan

With the Frog Pond East and South Master Plan adopted in December 2022, the City is now focusing on implementation. Two outstanding implementation steps are in process: (1) Development Code amendments, and (2) an infrastructure funding plan. During November, the project team continued work on testing and refining draft code concepts, particularly standards related to variety of housing and stormwater design standards. This included meetings internally, with consultants and stakeholders, and having a work session with the City Council. Also during November work continued on the infrastructure funding plan working with the consultant to analyze and develop reports.



**FROG POND
EAST & SOUTH
MASTER PLAN**

Housing Our Future

This multi-year project will analyze Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. The City's last Housing Needs Analysis was adopted in 2014. In November, the project team held a public meeting focused on the causes and consequences of rent burden, with the goal of identifying potential solutions for consideration in the project's Housing Production Strategy. The project team also worked on getting contracts and detailed work plans in place for the final phase of the three-phase project.

Oregon White Oak Response Coordination

In November, Associate Planner Georgia McAlister continued as a key member of the Mediterranean Oak Borer (MOB) task force, continuing to coordinate efforts between various City Divisions and Departments, as well as contract arborists, property owners, and others to diagnose and make a plan to address the declining health of a number of the City's Oregon White Oak trees. Other members of the Planning Division were involved as well advising Georgia and working on permits for removal and how to best address White Oak trees in existing and planned development. Notably, the large Oregon white oak tree located at Wilsonville Road and Kinsman Road, one of the first trees in Wilsonville confirmed to be infested, was removed with City support and guidance. The MOB task force focused on planning for the winter season when tree failures are more likely, establishing the best practices for our roads crew. The City's affected white oak trees have been removed and disposed of safely. With the immediate concerns of the City addressed, the team will be moving forward with developing a comprehensive management plan. The MOB task force met with representatives of the Oregon Department of Forestry and the Oregon Department of Agriculture on November 30 to discuss lessons learned and management practices moving forward.

Planning Division, Long Range

Statewide Policy Involvement

In November, members of the Planning Staff, together with Engineering and Building Staff continued to track the Governor's Housing Production Advisory Council (HPAC) and other policy discussions to inform upcoming legislative sessions focused on fees, permitting process, and review standards to support increased housing production. Planning Staff submitted comments on two HPAC hearings and reviewed draft legislative concepts from the Governor's office, met with the Governor's staff about the draft legislative concepts, and provided feedback on the concepts.

In addition, the City's Planning Director, Miranda Bateschell, was appointed to serve on the State's Oregon Housing Needs Analysis Rulemaking Advisory Committee for HB 2001 (2023) and attended the first meeting on November 29. This effort will amend rules related to Goals 10 (Housing) and 14 (Urbanization) as well as housing and urbanization-related sections of Oregon Revised Statute (ORS 197.286 to 197.314). The intent of this rulemaking is to refocus the implementation of Goal 10 from a narrow focus on housing capacity towards a more comprehensive framework that emphasizes local actions to promote housing production, affordability, and choice within their community and across the state.

Planning Commission

The Planning Commission did not hold their regular meeting in November.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identified exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. Throughout 2023, the City has been working with the project's selected developer, Palindrome, to refine development plans for the site. The proposed project includes 121 units of housing affordable to households making between 30% and 80% of Area Median Income, along with ground-floor tenants including a welcome center for SMART, a new home for Wilsonville Community Sharing, and a coffee house/taproom space. During November, the City continued review of the submitted land use application for the project.

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

Wilsonville Town Center Plan

Town Center Plan Implementation

During November, the Town Center project team continued work on a detailed Urban Renewal Feasibility Study, taking the findings of the recently adopted Infrastructure Funding Plan and further assessing forecasted revenues, maximum indebtedness, a project list, and proposed district boundary for an Urban Renewal District in Town Center. The Urban Renewal Task Force met on November 30 to discuss the draft ballot language and communications plan for the planned advisory vote on the proposed Urban Renewal Area in May 2024. Recommendations from the Task Force's discussion will be shared with City Council at work sessions in December. City staff also hosted a meeting with property owners to address potential development barriers in private property covenants that apply to portions of land in Town Center.



WILSONVILLE TOWN CENTER

From the Director

With the weather turning cooler and the holidays approaching, November at the library bustled with activity.

In Youth Services, weekly Family Storytime, Toddler & Baby Time, and Teen Afterschool Drop-in Activities continued up to a week-long Thanksgiving break. Youth Services staff welcomed Valley Christian Preschool for special performances of Storytime and tours of the library for the 3-5 year olds. Youth Services Librarian Jo Caisse visited Coffee Creak Head Start to perform a Storytime and share family literacy techniques with the inmates. Youth Programming Librarian Brad Clark visited Meridian and Wood Middle Schools to promote library teen events.

Adult programs included a Space Talk about the “Psyche” mission to explore a metal asteroid and an online program about Susan B. Anthony. The Walking Book Club, Genealogy Club, and English (ESL) class met. The First Friday Film was *About My Father*.



On November 16, a red-tailed hawk was found lying on the ground by the library’s driveway. The bird had been flightless for hours and non-responsive when people or vehicles came close. Library staff placed a warning sign around the hawk and called Portland Audubon Society. Dispatchers from Audubon contacted On Call Community Rescue for Animals to safely capture and transport the hawk to Portland Audubon’s Wildlife Care Center, where it was treated.

Library patrons can now receive text notifications from Libraries in Clackamas County (LINCC). Notifications include reminders of library item due dates as well as other account notifications. Texts go out between 9am and 6pm, but only when activity on the account triggers a message. Text notifications will replace phone or email notifications for patrons who choose the text option. To sign up for text notifications, patrons will need to contact the library in person, by phone, or by email.

In November we welcomed our new Volunteer Coordinator Angee Glastra Van Loon. Angee not only has years of experience working at Wilsonville Public Library as an on-call circulation clerk, but she brings additional work experience as a volunteer manager, event coordinator, and Scholastic book fair representative. We are excited to have Angee in her new role!

-Shasta Sasser, Library Director



Parks and Recreation Report | November 2023

Director's Report

We hosted our annual Community Tree Lighting event on November 30. It was a festive, well attended event that consisted of many great singing and dancing performances and, of course, the lighting of the tree by Mayor Julie Fitzgerald. A big thank you to all that attended and showed their support for the performers! Of course, this event would not be nearly as special without all of the hard work of our dedicated parks team who installs all of the beautiful lighting and decorations. It truly is a team effort and I am grateful to be a part of it.

Earlier this month we hosted the annual Veteran's Day Commemoration held at the Oregon Korean War Memorial in Town Center Park. The event was organized by the Korean War Veterans Association, The Korean War Memorial Foundation of Oregon, and the City of Wilsonville. It was well attended and participants were treated to some great speeches honoring our veterans.

The last thing I will mention is our ongoing senior stocking collection and toy drive. Donations are being collected at the Community Center through December 14.

Happy Holidays!

~Kris Ammerman

Recreation Updates



Annual Community Tree Lighting

The annual Community Tree Lighting took place on Thursday, November 30 in Town Center Park. A wide variety of performances took place, including choirs from Boeckman Creek Primary, Wood Middle School, Meridian Creek Middle School and Wilsonville High School. The Wilsonville Choral Arts Society had both a youth and adult choir perform. The Wilsonville Ukulele Players Society hosted a ukulele performance and Innovative Dance had several groups perform dance routines. Amanda Harmon and Jim Barnes from the Parks and Recreation Advisory Board hosted a hot cocoa table. Nichols Family Agency hosted a prize raffle and were the title sponsor for the event. Inside the office was a make your own winter bookmark craft room and pictures with Santa and Mrs. Claus station. At roughly 6pm, Mayor Fitzgerald lit the big Holiday Tree using a home-made 'light switch' created by our very own parks team. All in all, the event was a big success, and the recreation team looks forward to adding to the event in the years to come.

Winter/Spring Activity Guide

The Winter/Spring 2024 activity guide was finalized this month and is expected to be in mailboxes the week of December 4. Registration will go live on Monday, December 11. Camps and classes include Barre, Yoga, Sit & Be Fit, a "Life 101" lecture series, Baking, Body Sculpt, drop in programs, youth school break camps and more! A full listing of classes can be found at WilsonvilleParksandRec.com/Register.



Community Center Updates

The Veterans Day Ceremony

On November 11, in partnership with the Korean War Veterans Association-Oregon Trail Chapter, the City helped to host a Veterans Day event at The Oregon Korean War Memorial in Town Center Park. Mayor Julie Fitzgerald, Commander Larry Edwards of American Legion Post 65 in Wilsonville and 90-year old veteran Ernest Butts, spoke at the event. The event had good attendance with around 150 people attending to pay their respects.



Piecemakers Placemats

Members of the Wilsonville Piecemakers (Quilting Club), created 90 handmade placemats that will be delivered to the Center's Home-Delivered meal recipients.



Life 101

The Life 101 Lecture series continued with Attorney Michael Rose of Rose Elder Law presenting a workshop centered around Medicaid planning, preserving and protecting assets, and veteran's benefits. The Alzheimer's Association also presented in November with a workshop for caregivers of those with Alzheimer's with a focus on managing someone else's finances and preparing for future care costs.

Volunteer Recognition

Community Center staff prepared a small note and treat to say thank you to the 35 congregate lunch volunteers and 22 home-delivered meal volunteers that help to make the Center's lunch programs successful.



Nutrition Program

During November the Community Center's nutrition program served 583 in-house lunch meals and 1,657 meals to home-bound clients as part of the home delivered meal program. The Center also celebrated with a special lunch the Friday before Thanksgiving with a festive meal of turkey, stuffing, cranberry and dessert - 55 community members enjoyed this lunch.

Board Highlights

Arts, Culture, and Heritage Commission (ACHA)

In November the ACHC and The Parks & Recreation Advisory Board had a joint work session meeting where both boards received a presentation on the Community Services Block Master Plan. Following the work session the ACHC had their regular meeting where they received and provided feedback on the Memorial Park Skatepark request for qualifications (RFQ) as well as brainstormed future temporary and community based public art projects.

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board said farewell to the student delegation on November 4. The group has safely returned to Kitakata, Japan. The board met to debrief the student visit in December and will work towards creating an even more successful schedule of events for their next visit.

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board had a joint work session meeting with the ACHC this month to receive a presentation on the Community Services Block Master Plan.

Other Group Highlights

Korean War Memorial Foundation of Oregon

Board members of the Korean War Memorial Foundation of Oregon (KWMFO) met in mid-November for an end-of-year wrap up and a progress report on the Interpretive Center. It was reported that in September 2023 the Interpretive Center Committee had completed and turned over to Formations, Inc. 100% of the biographies, photos, videos and archive pieces of approximately 90+ Korean War veterans from Oregon who will be featured in the Interpretive Center.

Wilsonville Community Seniors Inc.

The Wilsonville Community Seniors Inc. is preparing holiday cards that will be sent out to home-delivered meal clients. The Board is also preparing for their spring fundraising event which will be a BINGO night at the Center on the evening of March 9.

Upcoming Events

Hunt for the Holiday Symbols: December 4-15, 8am-5pm, Various Locations

Winter/Spring Registration Opens: December 11, WilsonvilleParksandRec.com/Register

Daddy Daughter Dance: February 23, 7-9pm, Wilsonville Community Center

Community Egg Hunt: March 30, 10am, Memorial Park Sports Fields

Parks Updates

The team was busy this month chasing leaves, installing seasonal plantings, working with Adult Transition Services, lighting up town center park for the tree lighting, attending and presenting at the Oregon Recreation and Parks Association (ORPA) conference, and more. As always, they followed through on tasks with a good attitude, great teamwork and a smile.



Chasing Leaves



**Installed Holiday Lights in
Town Center Park**



**Getting Creative with the Tree
Lighting Switch**



**Attended and Presented at
ORPA Conference in Portland**



**Worked with Adult Transition
Services**

From The Director's Office:

Transformation of the Public Work Complex site over the past 12 months.



Best Regards,

Delora Kerber, Public Works Director

Facilities—cont.

Unsung Workers

While many people are asleep or preparing for work, the Janitorial crew is busy getting our buildings cleaned and ready for business. This is a job that goes widely unnoticed. Nick and Taylor have been doing a great job keeping up with the tasks while their team is short staffed on crew members.

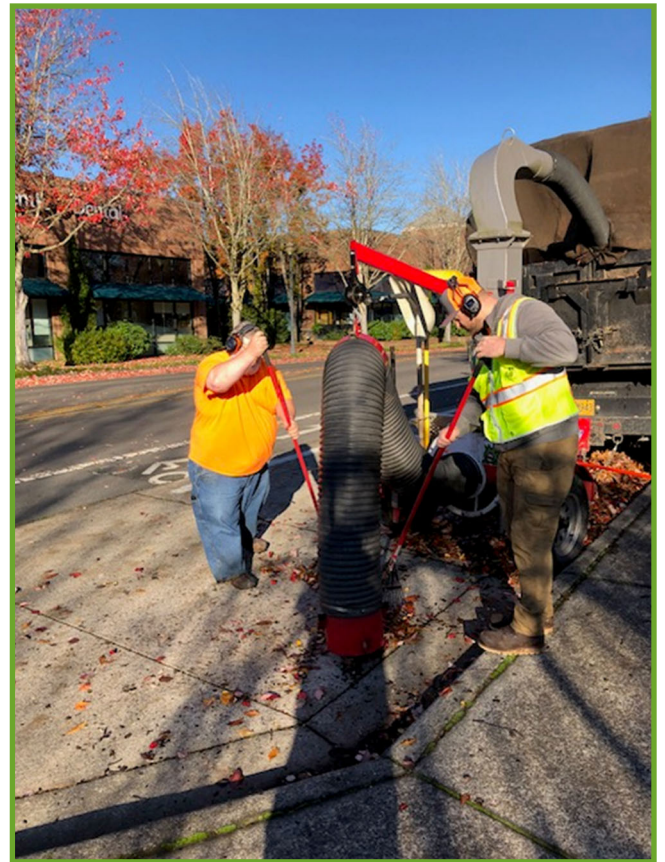


Something else that often goes unnoticed until it becomes a problem is moss. Here James is scraping moss off of curbs at Public Works.

Facilities

Turning Over a New (and Old) Leaves

It is that time of year again when the annual leaf drop starts to happen. It has been a team effort this year getting everyone involved with helping getting out Facilities sites cleaned up. Here is Trevor, Robert, Konnen, and Luke getting the area around the Library cleaned up using the leaf box and leaf vacuum.



Facilities—cont.

Decking the Overhang at City Hall

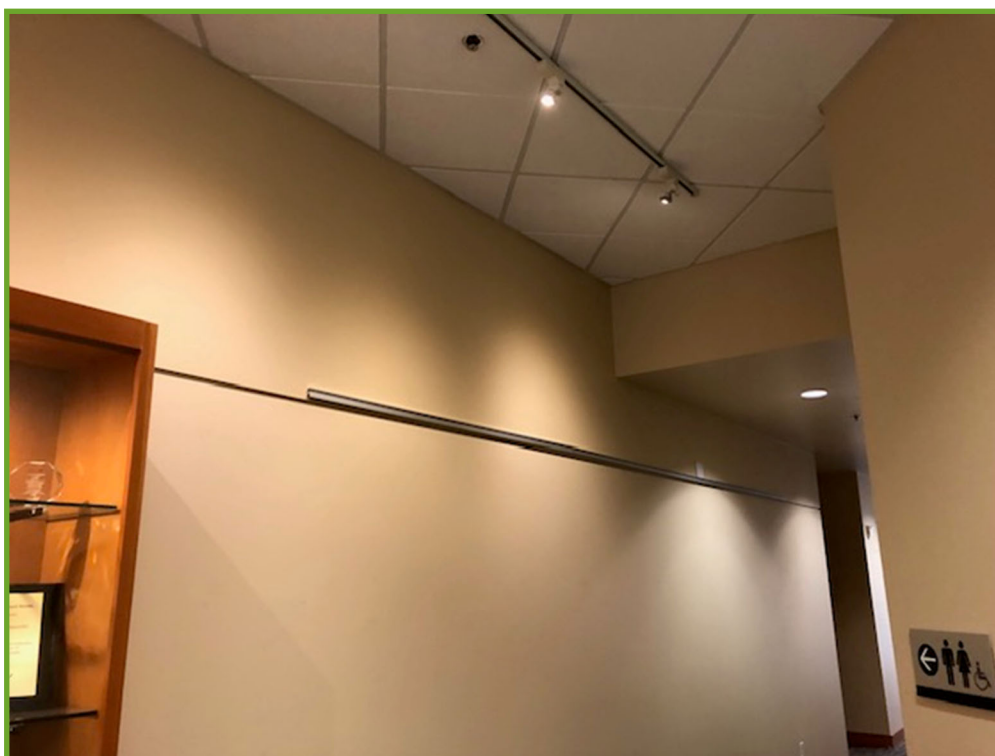
The Facilities team was able to use the bucket truck to install holiday decorations at City Hall. It was team effort assembling the trees and organizing the decoration to be placed on the awnings over the doors.



Facilities—cont.

A Place to Hang Out

Facilities Maintenance Technicians, Trevor and Konnen, installing a new track and cable system for the Art, Culture and Heritage program at City Hall. This system allows the program to utilize more wall space and provides flexibility on which type of hanging system to use.



Roads

Learning and Refreshing

The Roads Department started out the month of November with a series of in-house staff trainings.

In preparation for snow and ice removal, staff learned how to install chains on City vehicles and the proper operation of the snow plow.



Roads—cont.

Learning and Refreshing

Staff participated in training related to the operation of the bucket truck which is used for work above a safe height for ladders. Such as for the install of decorations or banners, tree trimming, etc.



Clip, Clip Here and a Clip, Clip There

Staff has been trimming the City's right of way landscape areas, particularly the roses as well as trees to improve the sight line for drivers to see street signs.



Roads—cont.

Pothole Be Gone

To ensure potholes were sealed before the winter rain, Roads staff performed asphalt patching and paving around town. First the area is cleaned out. Next asphalt is placed in the hole and then it is compacted with a plate compactor.



Roads—cont.

Don't Forget to Wash Behind Your Signs

The Roads Team continued their sign washing program. This is a task that is performed in the winter months to keep our signs in compliance with Federal Manual on Uniform Traffic Control Devices (MUTCD) retro reflectivity standards. Additionally, this provides an opportunity to repair signs as needed.



Roads—cont.

Decorating Along the Roadways

Roads crew finished out the month of November by installing holiday décor along Wilsonville Road.



Stormwater

Lots and Lots of Leaves

The rain and cold weather has arrived, and with it a very concentrated leaf drop and potential for flooded storm drains. Our stormwater team has been working hard at keeping all the drains and inlets clean and free of blockages.



To encourage our community members to properly dispose of their leaves, we held the annual leaf drop day on November 18. The event was a success. We collected over ten yards of debris and met many lovely Willsonville citizens during the event.



Stormwater—cont.

Stop, Go Back, No Thru Traffic

Our Stormwater team assisted with our paving and holiday light projects along with a full road closure that was required due to a truck striking the overhead grounding diffuser under the main power transmission lines on Canyon Creek Rd.



Utilities— Water

Vacuum, Identify and Repeat

(aka meter replacements)

The water crew has been working on replacing 20+ year old water meters in the Courtside Neighborhood. Prior to replacing the meters the crew preps the meter boxes with a hydro excavation trailer in order to conduct an efficient replacement with minimal disruption to the customer's water service. The crew took this an opportunity to collect data about service line material types on both the public side and private side of the meter. The crew used the hydro excavation trailer to expose the public/private service line in the meter box. The data was then recorded in the asset management system "Cartegraph", along with photos of the service lines with labels that depict the private and public side of the meter. Collecting this data will help with the compilation of the service line inventory which is a requirement of the EPA's revised Lead and Copper Rule.



Utilities— Water cont.

Let it Flow

The accuracy of the “turnout” meters was verified this month. A “turnout” in the water system is where the system transitions from the large transmission main coming from the treatment plant into the distribution piping through a pressure reducing valve. There are four turnouts in the system each of which have a flowmeter. Every year a contractor comes out to verify the accuracy of the flow meters at the turnouts as well as the meter that is used for billing the City of Sherwood. The contractor uses an ultrasonic flowmeter that can be clamped onto the pipe. The ultrasonic flow meter measures the flow by transmitting and receiving a burst of ultrasound between two transducers and measuring the transit time. The readings of the ultrasonic meter are then compared to the turnout meter readings.



Utilities— Water cont.

Exercising Valves: Open 1,2,3 and then Close 1,2,3

In addition to work orders, meter replacements, locates, and escorting contractors, the water crew conducted some valve exercising on 95th Avenue in preparation of a shutdown that will be occurring in December. The purpose of the shutdown is for the relocation of a 12" water main that is in conflict with Willamette Water Supply Raw Water Pipe Project. The valves in this area are very deep so in order access the valves the crew had to use an extremely long valve wrench to get the job done.



Utilities— Wastewater

Exposing Hidden Assets

The sewer crew has been cleaning sewer and conducting CCTV inspections in the vicinity of Willamette Way East. In addition to cleaning and inspecting the crew has been assisting with utility locates, and uncovering manholes that have been buried over time in preparation to raise the lids to grade.



November 2023 REPORT

Transit/Fleet



The month for giving thanks is upon us once again, but what do we really know about Thanksgiving? Contrary to popular belief, the holiday of Thanksgiving is not exclusive to the United States. A number of other countries also believe it is important to give thanks. Thanksgiving is a national holiday celebrated in Canada, Grenada, Saint Lucia, and Liberia. Thanksgiving traditions vary from country to country. For example, the United States is the only country where the turkey is placed front and center on the Thanksgiving table. Experts believe that the turkey has become synonymous with the United States Thanksgiving Day feast because in the early days, wild turkeys were quite plentiful. Also, since turkeys were readily available, most early US farms raised turkeys to eat year-round. Though the countries that celebrate Thanksgiving may differ in how they actually observe the holiday, the singular thing all these countries seem to have in common is that Thanksgiving Day was initially rooted in each country's belief that they needed and wanted to give thanks for an abundant harvest.

Thanksgiving in the United States has evolved since that October day in 1621, when the Pilgrims and Native Americans sat down together to give thanks. What hasn't changed, however, is our belief that we all have so much to be thankful for.

Happy
Thanksgiving.

Dwight Brashear
Transit Director

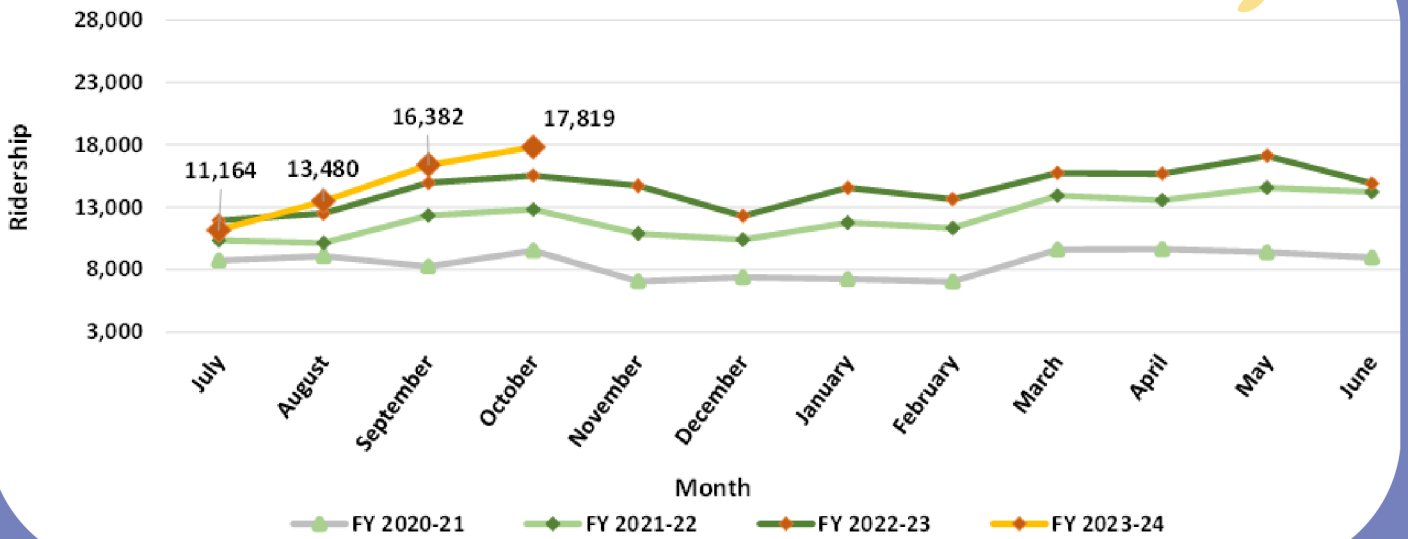


RIDERSHIP TRENDS

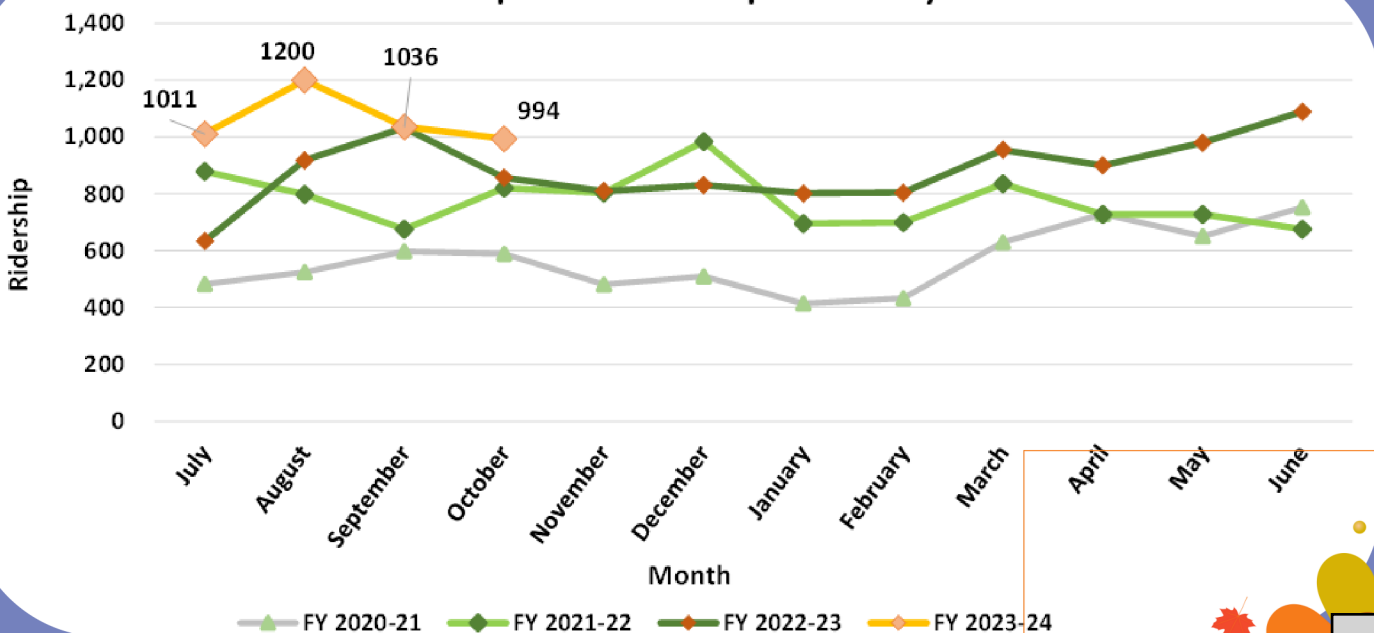
Anne MacCracken



Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



GRANTS & PROGRAMS

Kelsey Lewis

In the last few months SMART staff has worked a lot on improving our electronic communications, both directly to customers with the new displays at bus stops, as well as in general on the internet.

RideClackamas.org is now live and includes our trip information so that transit riders can get trip planning around Clackamas County on SMART as well as all the other transit services. In addition, we have cleared up some confusion over our General Transit Feed Specification (GTFS), so that the basic information about SMART service hours, routes and schedules is now updated correctly on Google, transit apps, and trip planning pages.

I am grateful for new staff coming in to ask great questions about how we do things. Their curiosity provides the opportunity to view operations through fresh eyes.

FLEET SERVICES

Scott Simonton

Availability of vehicles and equipment appears to be slowly improving. We just took delivery of a new towable air compressor for Public Works. This is a replacement of an existing unit, which has been in service for many years.

While this is a versatile piece of equipment which can be utilized for a wide variety of maintenance and repair tasks, it is specifically key to our Roads Maintenance staff in pothole repair and crack sealing operations.



The City's new 150 PSI portable air compressor

COMMUTE OPTIONS

Michelle Marston



Be Seen. Be SMART.



On Monday Nov. 6, and Wednesday Nov. 8, during commute hours SMART was out promoting safety and visibility for commuters and residents by handing out safety lights/strobes and reflective leg/arm bands (while supplies lasted).

These items were made available at the Wilsonville Transit Center, City Hall front desk, and at the Charbonneau Country Club. Safety items were made possible through support from Metro and the Federal Transit Administration.

Brighten Up
With
Lights &
Reflectors



SAFE ROUTES TO SCHOOL

Patty Tiburcio

In November, SMART supported local schools with Ruby Bridges Walk to School Day (RBWSD).

In Louisiana, on November 14, 1960, six-year-old Ruby walked to an all-white elementary school for her first day of school, marking an important milestone toward integration.

RBWSD is the perfect opportunity to teach children about the civil rights movement and make connections to today's collective efforts for change.

- Students from Wilsonville High School's Black Student Union joined Meridian Creek Middle School during their walk.
- The West Linn-Wilsonville School District created a short video of Meridian Creek's walk. View here:

www.youtube.com/watch?v=AZ1ujMARXtk



Lowrie Primary students walking around the perimeter of the school.



Wilsonville High School's Black Student Union speaking about Ruby Bridges.

- Boeckman Creek Primary participated in their first event and had an impressive turnout.
- At Lowrie Primary teachers led their students around the school and a special morning assembly was held