



## CITY COUNCIL AGENDA

June 16, 2025 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### **PARTICIPANTS MAY ATTEND THE MEETING AT:**

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

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

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

### **TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:**

Register with the City Recorder:

[CityRecorder@wilsonvilleoregon.gov](mailto:CityRecorder@wilsonvilleoregon.gov)

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

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

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

### **CITY COUNCIL MISSION STATEMENT**

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

### **REVIEW OF AGENDA AND ITEMS ON CONSENT [5:30 PM]**

### **COUNCILORS' CONCERNS [5:35 PM]**

### **PRE-COUNCIL WORK SESSION [5:40 PM]**

- A. [Overview of Solid Waste Franchise and Rate Review Process \(Davidson\) \[30 min.\]](#)
- B. Peer Support Services Data Points (Guile-Hinman) [10 min.]

### **ADJOURN [6:20 PM]**

Break to switch Zoom accounts [5 min.]

### **EXECUTIVE SESSION [6:25 PM]**

ORS 192.660(2)(h) Legal Counsel/Litigation

### **ADJOURN [6:40 PM]**

City Council  
June 16, 2025

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## **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, June 16, 2025 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on June 3, 2025. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.*

### **CALL TO ORDER [7:00 PM]**

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

### **MAYOR'S BUSINESS [7:05 PM]**

4. [Upcoming Meetings](#)

### **COMMUNICATIONS [7:10 PM]**

5. Republic Services Update (Cindy Rogers & Travis Comfort) [15 min.]
6. Stormwater Stewards Recognition Program (Rappold/Cartan) [15 min.]

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:40 PM]**

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

### **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [8:00 PM]**

7. Council President Berry
8. Councilor Dunwell
9. Councilor Cunningham
10. Councilor Shevlin

### **CONSENT AGENDA [8:20 PM]**

11. [Resolution No. 3202](#)

[A Resolution Of The City Of Wilsonville Authorizing Procurement For Peer Support Services As A Pilot Project Pursuant To ORS 279B.075. \(Guile-Hinman\)](#)

12. [Minutes of the June 2, 2025 City Council Meeting. \(City Recorder\)](#)

**NEW BUSINESS [8:25 PM]**

**CONTINUING BUSINESS [8:25 PM]**

13. [Ordinance No. 898](#)

[An Ordinance Of The City Of Wilsonville Adopting The 2025-2045 Housing Needs And Capacity Analysis As A Sub-Element Of The Comprehensive Plan And Related Comprehensive Plan Text Amendments. \(Rybold\)](#)

**PUBLIC HEARING [8:30 PM]**

**CITY MANAGER'S BUSINESS [8:35 PM]**

**LEGAL BUSINESS [8:40 PM]**

**ADJOURN [8:45 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

[Parks and Recreation Month Proclamation](#)

[Pollinator Week Proclamation](#)

[City Manager Reports](#)

**AN EXECUTIVE SESSION MEETING WILL  
IMMEDIATELY FOLLOW THE WORK SESSION**

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



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> June 16, 2025	<b>Subject:</b> Overview of Solid Waste Franchise and Rate Review Process  <b>Staff Member:</b> Stephanie Davidson, Assistant City Attorney  <b>Department:</b> Legal	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

There is no policy decision presented in this Staff Report; this Staff Report and the related staff presentation are informational only.

## EXECUTIVE SUMMARY:

Staff is providing an overview of the Solid Waste Franchise because City Council will receive the Annual Report from Republic Services in August, and will begin the rate review process this fall. Staff desire to provide an overview of the Solid Waste Franchise so that members of City Council have the context necessary to navigate these processes.

### A. Franchise Overview

Republic Services holds exclusive right to transport, transfer, dispose of, or otherwise collect waste material to residents and businesses within the City of Wilsonville. The existing franchise agreement by and between the City and Republic Services was approved by City Council pursuant to Ordinance No. 883 on November 6, 2023 (the “Franchise Agreement”), and is attached as **ATTACHMENT A**. In addition to the terms and conditions of the Franchise Agreement, Republic Services is bound by the terms and conditions of the Solid Waste Management and Collection Administrative Rules effective as of January 1, 2024 (the “Administrative Rules”), which is also included within **ATTACHMENT A**.

The Franchise Agreement grants the exclusive franchise to Republic Services, and covers key aspects of the City’s relationship with Republic Services. In particular, the following subjects are addressed in the Franchise Agreement:

- The scope of Republic Services’ exclusive franchise and related franchise fee paid to the City;
- Fees (i.e., “rates”) payable by customers to Republic Services for service, and how and when those fees can and must be adjusted;
- Republic Services’ reporting obligations to the City;
- The City and Republic Services’ respective obligations and rights with respect to each other with respect to this franchise; and,
- Dispute resolution procedures that must be followed in the event of a conflict between the City and Republic Services.

The Administrative Rules address the manner in which Republic Services must provide service to its customers and the manner in which customers must prepare materials for collection by Republic Services. In particular, the following subjects are addressed in the Administrative Rules:

- The type and frequency of service that Republic Services must provide to various categories of customers (single-family residential, multi-family residential, and commercial) with respect to various categories of waste material;
- Customers’ rights (e.g., the right to a vacation credit) and obligations (e.g., source separation and waste preparation requirements); and,
- Consequences for a Customer’s failure to comply with the terms and conditions of the Administrative Rules.

## B. Annual Report

Under Article XI, Section 2, Republic Services is obligated to deliver an “Annual Franchise Report” to the City. The Franchise Agreement outlines the components of this report. In general, it covers various metrics relating to the Solid Waste Franchise, and information regarding Republic Services’ operations and relationship with its customers (i.e., City residents and businesses). This report is general in nature and does not include financial information.

## C. Rate Review Process

The City’s rate review methodology is outlined in Article VIII of the Franchise Agreement. During the Rate Review process, the key question considered by City Council is: Does Republic Services’ expected Operating Margin warrant an increase to the Service Rates payable by City residents and businesses to Republic Services for solid waste collection services?

In summary, the City works with Chris Bell, a certified public accountant (CPA), to receive and analyze data from Republic Services. The City, Chris Bell, and Republic Services engage in a collaborative process to do the following. First, the reported data from calendar year 2024 will be adjusted to ensure accuracy. Then, cost increases during calendar years 2025 and 2026 are estimated and projected (e.g., increases in fees charged by Metro to Republic Services). Finally, the “expected Operating Margin” for calendar year 2026 is estimated, and one of five things will happen:

- If the estimated Operating Margin for 2026 is
  - equal to or greater than 12% of Gross Revenues, Service Rates for 2026 will remain the same;
  - between 10% and 12% of Gross Revenues, Service Rates for 2026 will be adjusted to reflect 75% of the percentage increase (if any) in a designated consumer price index (CPI);
  - between 8% and 10% of Gross Revenues, Service Rates for 2026 will be adjusted to reflect 100% of the percentage increase (if any) in a designated CPI;
  - less than 8% of Gross Revenues, Service Rates for 2026 will be adjusted to reflect 125% of the percentage increase (if any) in a designated CPI; or,
- Republic Services may request an “Extraordinary Rate Increase.” An Extraordinary Rate Increase is appropriate when an extraordinary or unanticipated event (e.g., change in law, or an increase in rates charged to Republic Services by Metro) is expected to reduce the estimated Operating Margin below 8% of Gross Revenues.

The City expects to receive the data necessary to conduct this Rate Review process by July 21, 2025. City Staff and Republic Services have agreed to a timeline and interim deadlines for this Rate Review process; the timeline provided below is based on the assumption that all parties will meet these interim deadlines. City Staff will inform City Council if this timeline must be shifted

backward.

**TIMELINE:**

Approximate timeline of expected upcoming events related to the subjects covered in this Staff Report:

- August 15, 2025 – Deadline for delivery of Annual Franchise Report
- October 20, 2025 – City Council work session to review draft Rate Report
- November 17, 2025 – City Council work session to review (and adopt) revised Rate Report
- January 1, 2026 – Ordinance (i.e., any changes to rates) becomes effective

**CURRENT YEAR BUDGET IMPACTS:**

Staff do not anticipate any budgetary impacts.

**COMMUNITY INVOLVEMENT PROCESS:**

Updates regarding rates and key changes to service will be published in December issue of the Boones Ferry Messenger.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Depending on the outcome of the rate review process, City residents and businesses may end up paying higher Service Rates in 2026.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

Attachment A: Solid Waste Franchise Agreement and Administrative Rules

**ORDINANCE NO. 883****AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NO. 814.**

WHEREAS, Oregon Revised Statutes (ORS) Chapter 459 grants the City of Wilsonville ("City") the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to ensure efficient and comprehensive solid waste management and collection services are available to all residents, businesses, and organizations within the City; and

WHEREAS, the City Council has determined that public health, safety, and well-being require an exclusive franchise be awarded to a qualified company for the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps, as more particularly described below; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates and quality service related to the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps; and

WHEREAS, the City Council desires to amend and restate the franchise agreement created by Ordinance No. 814, and repeal Ordinance No. 814.

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

**ARTICLE I****Title**

This Ordinance will be known as the "Solid Waste Management Ordinance," and may be so cited and pleaded, and will be referred to herein as the "Ordinance."

**ARTICLE II****Purpose**

It is the policy and purpose of the City to protect the health, safety, and welfare of the citizens and the physical environment of Wilsonville through the regulation of solid waste management. This regulation will:

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;
2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 and Metro regulations relating to solid waste management prescribed to local jurisdictions and their authorized franchisees; and
6. Ensure consistent and responsive service and communication with citizens regarding solid waste management operations, education, and requirements.

### **ARTICLE III**

#### **Scope**

Services defined, regulated, and authorized in this Ordinance are applicable only within the City limits of the City of Wilsonville and all future annexations during the term of this Ordinance.

### **ARTICLE IV**

#### **Definitions**

1. **Administrative Rules.** The Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment 1**, and as may be amended in accordance with this Franchise Agreement.
2. **Allowable Expenses.** Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise.

See the definition for “Cost Allocation” regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee’s fixed asset policy, excluding vehicles or equipment that are part of a pilot project or experimental technology, except as otherwise authorized by City Council;
- f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
- g. Performance bonds and insurance in at least the amounts and coverages required by the City;
- h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
- i. Utilities;
- j. Training, worker safety, and employee development expenses;
- k. Promotion and public education costs;

- l. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of Services under this Franchise over standardized economic useful lives of the various assets;
- m. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- n. Interest expense, other than interest paid with respect to route or Franchise acquisitions, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- o. Direct write-off charges for bad debts; and
- p. Franchise Fees assessed by the City.

Allowable Expenses, as defined above, shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies in Clackamas and Washington Counties of the State of Oregon. If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," or the amount of an "Allowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies that may be available to the parties.

- 3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each calendar year, as more particularly described in Article XI, Section 2 herein.
- 4. City. The City of Wilsonville.
- 5. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, and other non-manufacturing entities. "Commercial" does not include other manufacturing activities or business, or processing activities in residential dwellings.
- 6. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:
  - a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential,

Multifamily, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee's overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multifamily, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee's services utilized by other cities and counties).

- b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee's services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.
- 7. Council. The City Council of the City of Wilsonville.
- 8. CPI. The All Urban Consumers for West-Size Class A Consumer Price Index, as defined by the United States Bureau of Labor Statistics for the most recent twelve-month period reported by the Bureau as of September 1 for the applicable current year, rounded to the nearest hundredth percent, or other index that replaces this index.
- 9. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.
- 10. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving Service from the Franchisee within the City.
- 11. DEQ. State of Oregon Department of Environmental Quality.
- 12. EPA. United States Environmental Protection Agency.
- 13. Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.
- 14. Franchise. A contract with the City allowing Franchisee to use any City-owned public right-of-way to collect, transport, process, and dispose of Waste and to

perform other responsibilities set out in this Ordinance and the Administrative Rules.

15. Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.
16. Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.
17. Gross Revenue. For any period of time:
  - a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise; and,
  - b. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds, or other reimbursements for any other expense that was an Allowable Expense under this Ordinance.
18. Hazardous Waste. Hazardous Waste includes:
  - a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
  - b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
    - i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
    - ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

- c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.
  - d. To the extent not covered by the preceding subsections of this Section 18, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.
19. Multifamily. Any multi-dwelling building or group of buildings that contains five or more dwellings on a single lot.
  20. Operating Margin. Gross Revenues minus Allowable Expenses within the applicable calendar year. For clarity, Franchisee may not include any Unallowable Expenses as “Allowable Expenses” when calculating its Operating Margin.
  21. Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. “Organic Materials” includes, but is not limited to, food waste, paper, and putrescible materials which are generally a source of food for bacteria. For Residential and Multifamily Customers, “Organic Materials” include Yard Debris; for Commercial Customers, “Organic Materials” do not include Yard Debris. Other Materials. Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste (as that term is defined in the Administrative Rules), specifically excluding Recycle+ Materials.
  22. Person. An individual, partnership, association, corporation, limited liability company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
  23. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.
  24. Recyclable Materials. Any material or group of materials that can be collected and sold for Recycling at a net cost equal to or less than the cost of collection and disposal of the same material, or other materials as may be designated by the City.

25. Recycle+ Collection Service. An optional recycling service offered by Franchisee for the collection of Recycle+ Materials for reuse or recycling.
26. Recycle+ Materials. Recyclable Materials that are acceptable by Franchisee pursuant to the Recycle+ Collection Service, which are listed in the Administrative Rules.
27. Recycling. The collection, transportation, storage, and processing of Recyclable Materials.
28. Residential. A single-family dwelling unit, duplex (i.e., an attached two-dwelling unit), triplex, or quadplex on a single lot.
29. Resource Recovery. The process of obtaining useful material or energy resources from Waste, including energy recovery, materials recovery, Recycling, or reuse of Waste.
30. Service. The collection, transportation, transfer, disposal of, or Resource Recovery of Waste by Franchisee pursuant to this Franchise Agreement and the Administrative Rules.
31. Service Rates. The cost Customers pay for Service provided by Franchisee as adjusted pursuant to Article VIII of this Ordinance.
32. Solid Waste. All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); manure; equipment and furniture; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
  - a. Unacceptable Waste;
  - b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
  - c. Cardboard generated by a Person that is the generator or source, and baled and transported to a Resource Recovery facility (such Person is deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the Person's business);

- d. Material used for fertilizer or other productive purposes in agricultural operations;
  - e. Discarded or abandoned vehicles or parts of vehicles;
  - f. Tires;
  - g. Recyclable Materials, Organic Materials, Other Materials, or Recycle+ Materials that are Source Separated and set out for Recycling; or
  - h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules.
33. Solid Waste Management and Collection. The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.
34. Source Separated Materials. Material comprising a waste (such as glass, metals, paper, plastics) that has been separated at its point of generation.
35. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
36. Unallowable Expenses. Includes the following:
- a. All political contributions;
  - b. Charitable expenses that are not expressly approved by the City as an Allowable Expense;
  - c. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.
  - d. Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
  - e. Accruals for future unknown regulatory changes;

- f. Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;
- g. Principal or interest payments on the acquisition of any new Service routes;
- h. The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;
- i. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;
- j. Fees paid to a Franchisee's Board of Directors;
- k. Attorney's fees and related expenses resulting from:
  - i. Any judicial proceeding in which the City and Franchisee are adverse parties;
  - ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;
- l. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;
- m. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;
- n. Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;
- o. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules, except for Disposal costs associated with these Services;
- p. Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will

work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

37. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.
38. Waste. Material that is no longer usable or that is no longer wanted by the source generator of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land. “Waste” includes Solid Waste, Recyclable Materials, Other Materials, Organic Materials (and thus, food waste and Yard Debris), Recycle+ Materials and Bulky Waste, as that term is defined in the Administrative Rules.
39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials. “Yard Debris” also does not include sod or dirt in excess of de minimis amounts (e.g., dirt that surrounds the root ball of a plant).

## **ARTICLE V**

### **Franchise Award**

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.
2. Exceptions. Nothing in this Ordinance will:

- a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;
- b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person's work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person's own equipment where the Solid Waste or Yard Debris produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;
- c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);
- d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.
- e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility

over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.

3. **Solid Waste Removal.** No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:
  - a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;
  - b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;
  - c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or
  - d. Prevent the City from conducting an annual clean-up campaign for the collection of Recyclable Materials, Organic Materials, Solid Waste, Other Materials, or Recycle+ Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.
4. **Unauthorized Use.** No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.
5. **Title.** Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.

## **ARTICLE VI**

### **Franchise Term**

The rights, privileges, and Franchise herein granted will terminate June 30, 2028, unless sooner terminated in accordance with the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

## **ARTICLE VII**

### **Franchise Fee**

1. **Franchise Fee.** In consideration of the Franchise by this Ordinance, the Franchisee must pay to the City five percent (5%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
2. **Franchise Fee Payment.** The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending December 31 of each year for the prior calendar year.
3. **Late Payments; Interest.** Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 2 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

## ARTICLE VIII

### Establishment and Modification of Service Rates

1. Amendments to Service Rate. Amendments to Service Rates must be approved by Council, and may be approved by resolution.
2. Annual Service Rate Adjustment. It is the goal of Council to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Section 3 of this Article, the Service Rate will be adjusted annually under the following circumstances:
  - a. Service Rates will not increase in the next calendar year if the expected Operating Margin in the next calendar year is equal to or greater than twelve percent (12%) of Gross Revenues.
  - b. If the expected Operating Margin in the next calendar year is equal to or greater than ten percent (10%) but less than twelve percent (12%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
  - c. If the expected Operating Margin in the next calendar year is equal to or greater than eight percent (8%) but less than ten percent (10%) of Gross Revenues, Service Rates will be adjusted to reflect one hundred percent (100%) of the percentage increase, if any, in the CPI.
  - d. If the expected Operating Margin in the next calendar year is less than eight percent (8%) of Gross Revenues and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 3 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

- e. The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that calendar year.
  - f. Franchisee must report its actual revenue and expenses attributable to Customers in the City necessary for the City, or its designee, to adequately verify compliance with the Service Rate allocation methodology set forth in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.
  - g. Franchisee will provide the information required under subsection (f), above, together with supporting documentation, to the City Manager or designee no later than August 15. The City Manager or designee will verify the CPI and Service Rate adjustment, if any, in writing, to Franchisee on or about October 15. Any Service Rate adjustment allowed under this Section 2 will take effect at the beginning of the next calendar year commencing on January 1. The City Manager or designee must update the City's rate schedule to reflect the any amendments to Service Rates.
  - h. Franchisee will provide any relevant updates relating to operations and customer experience to the City during or before consideration of any Service Rate adjustment.
  - i. The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI herein.
3. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of

Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%) 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 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 3. 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.

4. **Surcharges.** The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

## **ARTICLE IX**

### **Franchisee Responsibility**

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such

Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the Council.

2. The Franchisee shall:

- a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon law.
- b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.
- c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multifamily, or Commercial stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.
- d. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the "Wilsonville Clean-Up Days" event takes place.

3. The Franchisee shall not:

- a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.
- b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph

does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the Council in the same manner as other rates.

- c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.
4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.
5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, Organic Materials, Other Materials, and Recycle+ Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials, Organic Materials, Other Materials, or Recycle+ Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.

6. Service Interruption or Termination. The Franchisee shall not terminate Service to any or all of its Customers served under this Franchise except in accordance with the provisions of this Ordinance. Service may be interrupted or terminated when:
  - a. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route to serve all or a portion of its Customers. In either event, the City will not be liable for any such blocked access; or
  - b. Adverse weather conditions render providing Service unduly hazardous to persons or equipment providing such Service or if such interruption or termination is caused by an act of God or a public enemy.
7. Subcontracts. The Franchisee may subcontract with others to provide specialized service or temporary service under this Ordinance only upon prior written consent of the City, which written consent will not be unreasonably withheld. Such subcontract will not relieve the Franchisee of total responsibility for compliance with this Ordinance.

## **ARTICLE X**

### Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:
  - a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of \$5,000,000 for each occurrence and \$10,000,000 general aggregate, and shall include Products-Completed Operations Aggregate in the minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. All of the foregoing coverage must be carried and maintained at all times during this Franchise.
  - b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise that are subject employers under

the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident.

- c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of \$2,000,000 for each occurrence and \$6,000,000 general aggregate.
- d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$5,000,000.
- e. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject any or all insurance carrier(s) with a financial rating that is unacceptable to the City.
- f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City. This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30) days' prior advance notice, and Franchisee will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

2. Bonds. The Franchisee shall furnish a bond to the City that is acceptable to the City to ensure the faithful performance by the Franchisee of the Service the Franchisee is required to provide under this Ordinance. The bond will provide for liquidated damages as provided in Article XIV, Section 3.

## **ARTICLE XI**

### Review of Records

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.
2. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than August 15 of each calendar year, which must include the following information:
  - a. Information about Customer counts, Services provided, disposal volumes, and Recycling activities for all Customer classifications and for all programs identified in this Ordinance for the prior calendar year.
  - b. A synopsis of Franchisee's operations during the prior calendar year, including: a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next calendar year, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported

- complaints, and such other information as requested by the City Manager or designee.
- c. A description and quantification of communication, outreach, and educational activities performed by Franchisee during the prior calendar year.
  - d. A summary of food waste contamination instances, including information regarding the fees assessed and any rejected loads (e.g., amount of food waste disposed of as solid waste) during the prior calendar year.
  - e. The quantities of Solid Waste, Recyclable Materials, Organic Materials, and Other Materials by Customer classification collected within the City during the prior calendar year, the locations to which these materials were delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee.
  - f. A summary of communication, marketing, and educational outreach conducted by Franchisee during the prior calendar year.
  - g. The number of Customer complaints and a summary of the type of complaints received during the prior calendar year, along with a summary of Franchisee's response to these Customer complaints.
4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as "CONFIDENTIAL," and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as "CONFIDENTIAL" pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked "CONFIDENTIAL" by Franchisee.
  5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee's possession that the City Manager or designee deems relevant to verifying the accuracy of Franchisee

Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.

6. No more often than once during any calendar year, the City may perform a review of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases.
  - a. In the event such review discloses any difference in payment due to either the City or Franchisee, the review will be submitted to the Council. The Council may accept, reject, or modify the findings in the review. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.
  - b. If the review discloses a discrepancy in Franchisee's actual Allowable Expenses upon which an Extraordinary Rate Increase is approved by the Council through resolution was based, Service Rates may be adjusted to reflect the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.
  - c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the review and the City may request an additional review during the next calendar year, with all actual costs of such additional review paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.
  - d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, reviewed by the City. Prior review years may not be reopened based on findings made in connection with the review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

## ARTICLE XII

### City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. Franchisee will make all reasonable efforts to assist the City in such emergency situations. In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such usual charges but shall reimburse the City for its actual cost, as determined by the City.
2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.
3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
  - a. The City has the authority to enforce this Ordinance, the Administrative Rules, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.
  - b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its

rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.

- c. **Damages and Penalties.** The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:

- i. Lost customer revenue due Franchisee;
- ii. Franchise fees owed the City;
- iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and
- iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.

4. **Annexation.** Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted

to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

### **ARTICLE XIII**

#### **Dispute Resolution**

1. **Dispute Resolution with Customers.** Upon receipt of any notice of dispute from a Customer about any bill, charge, Service, or customer service issue, Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the Customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of federal, state, or local laws or regulations, Franchisee will not refuse Service to any Customer during a time of dispute. If Franchisee is not able to resolve a dispute with the Customer, the Customer may contact the City Manager or designee, who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, Franchisee or Customer may then pursue the matter through any legal means available to the party.
2. **Dispute Resolution with the City.** During all disputes arising under this Franchise, including those subject to Article XIV, the City and Franchisee will continue to perform their respective obligations under this Franchise unless and until the Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

### **ARTICLE XIV**

#### **Suspension, Modification, or Revocation of Franchise**

1. **Default.** Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.

2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the Council entered upon the basis of findings at the public hearing, the Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.
3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars (\$1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required. The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.
4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

## **ARTICLE XV**

### Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, "Solid Waste Management and Collection Administrative Rules," which are attached hereto and incorporated herein as

**Attachment 1.** The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.

2. **Enforcement of Administrative Rules.** In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

## **ARTICLE XVI**

### **General Provisions**

1. **Indemnity and Hold Harmless.** The Franchisee shall indemnify the City, the Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful misconduct by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss, damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense using legal counsel reasonably acceptable to the City. The Council and the City Manager reserve the right to retain counsel of their own choosing and to join in the defense of any such suit or action.
2. **Severability.** Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.

3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.
4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment 2**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.
5. Repealing Clause. Ordinance No. 814 is hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance No. 814 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 6<sup>th</sup> day of November 2023, and scheduled for a second reading at a regular meeting of the Council on November 6, 2023, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
Kimberly Veliz, City Recorder

ENACTED by the City Council on the 6<sup>th</sup> day of November 2023, by the following votes:  
Yes: 5              No: 0

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
Kimberly Veliz, City Recorder

DATED and signed by the Mayor the 6<sup>th</sup> day of November 2023.

DocuSigned by:  
  
8A074AF3ADE042E...  
JULIE FITZGERALD, MAYOR

**SUMMARY OF VOTES:**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

**Attachments:**

Attachment 1 – Solid Waste Management and Collection Administrative Rules

Attachment 2 – Written Acceptance of Ordinance No. 883



# **SOLID WASTE MANAGEMENT AND COLLECTION ADMINISTRATIVE RULES**

**Implementing Solid Waste Franchise Ordinance No. 883**

**Effective: January 1, 2024**

## Attachment 1 to Ordinance No. 883

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## Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of Wilsonville's residents and to provide a coordinated program for the collection and Disposal of Waste. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive collection, processing, and Disposal of Waste within the City.
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service, and Franchisee and Customer responsibilities.

These Administrative Rules (these "Rules") were originally adopted effective as of July 31, 2019, by the adoption of Ordinance No. 814 (the Solid Waste Management Ordinance), and the related franchise agreement. This amended and restated version of the Rules was approved effective as of January 1, 2024, by the passage off Ordinance No. 883 (the "Franchise Agreement").

### 1.1. Scope of Rules

These Rules articulate the operational standards and expectations for the collection, processing, and Disposal of Waste within the City.

### 1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments must be forwarded to the Franchisee who will have thirty (30) days to respond in writing. Proposed amendments may be established by the City Manager or designee, following consideration of the Franchisee's response. Any disputed amendments to these Rules may be appealed by the Franchisee to the City Council. The City Council's decision regarding amendments to these Rules is final.

## Section 2: Definitions

- 2.1. Administrative Rules** means these Solid Waste Management and Collection Administrative Rules.
- 2.2. Battery or Batteries** means only alkaline, 6-volt to 9-volt, rechargeable alkaline, NiCad, lithium, silver oxide and button cell batteries. The terms "Battery" and "Batteries" do not include vehicle or battery backup (UPS) units, other lead acid batteries.
- 2.3. Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods.
- 2.4. Cart** means a container provided by Franchisee that is ninety (90) gallons or less.
- 2.5. City** means the City of Wilsonville, Oregon.
- 2.6. Clackamas County** means Clackamas County, Oregon.

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- 2.7. **Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. “Commercial” does not include other manufacturing activities or business, or processing activities in residential dwellings.
- 2.8. **Commission** means the Environmental Quality Commission.
- 2.9. **Compact** or **Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.
- 2.10. **Compactor** means any self-contained, power-driven mechanical equipment designed for the Compacting of materials.
- 2.11. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Waste, but not a Drop Box or Compactor.
- 2.12. **Council** means the City Council of the City of Wilsonville.
- 2.13. **Covered Business** means a workplace or business that cooks, assembles, processes, serves, or sells food or does so as a service provider for other enterprises and that is required to comply with the Metro Business Food Waste Program.
- 2.14. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The “street” may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, “Curbside” is the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer, or as determined by the City.
- 2.15. **Date of Delivery** means the actual date of delivery, if personally delivered, or the stated date on the notice, plus three (3) calendar days, if sent by first class mail and/or certified mail, return receipt requested.
- 2.16. **DEQ** means the Oregon Department of Environmental Quality.
- 2.17. **Dispose** or **Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of materials.
- 2.18. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.19. **Drop Box** means a single container designed for the storage and collection of large volumes of Waste that is usually ten (10) cubic yards or larger in size.
- 2.20. **EPA** means the United States Environmental Protection Agency.
- 2.21. **Food Waste** means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. “Food Waste” includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. “Food Waste”

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does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations. For the purposes of these Rules, Food Waste is included and incorporated into the definition of Organic Materials, below.

- 2.22. Franchisee** means Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.
- 2.23. Franchise Agreement** means City Ordinance no. 883.
- 2.24. Generator** means the person who produces Waste.
- 2.25. Hazardous Waste** includes:
- 2.25.1. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
  - 2.25.2. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
    - 2.25.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
    - 2.25.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
  - 2.25.3. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in Sections 2.25.1. and 2.25.2.
  - 2.25.4. To the extent not covered by the preceding subsections of this Section 2.25, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.
- 2.26. Household Hazardous Waste** means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. "Household Hazardous Waste" includes, but is not limited to, cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, does not include any materials that are not considered household hazardous waste by the EPA or DEQ.

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- 2.27. **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.
- 2.28. **Metro** means the Portland metropolitan area regional government.
- 2.29. **Metro Business Food Waste Program** means the program requiring Covered Businesses to separately dispose of Food Waste and for Solid Waste collection companies like Franchisee to collect and manage Food Waste pursuant to Metro Ordinance No. 18-1418, Business Food Waste Requirement, as modified by Metro Ordinance 20-1451, March 10, 2021, as implemented by Metro Solid Waste Administrative Rules AR 5.15-4000 through 4085, revised February 1, 2021, and related Metro administrative rules.
- 2.30. **Multifamily** means any multi-dwelling building or group of buildings that contains five or more dwellings on a single lot.
- 2.31. **Notice of Non-Compliance** means a written letter from the City to a Covered Business or responsible party for failing to obtain Service for Food Waste
- 2.32. **Notice of Violation** means a written letter from the City to a Covered Business or responsible party for failing to comply with the requirements of the Metro Business Food Waste Program after receiving a Notice of Non-Compliance.
- 2.33. **Organic Materials** means material which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. "Organic Materials" include, but are not limited to, Food Waste, paper, and putrescible material which are generally a source of food for bacteria. For Residential and Multifamily Customers, "Organic Materials" include Yard Debris; for Commercial Customers, "Organic Materials" do not include Yard Debris.
- 2.34. **Other Materials** means Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste, specifically excluding Recycle+ Materials.
- 2.35. **Person** means an individual, partnership, association, corporation, limited liability company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
- 2.36. **Rate** means the cost payable by a Customer to the Franchisee for Service.
- 2.37. **Receptacle** means a Cart, Container, Drop Box, Compactor, recycling bin, or any other container used for the Disposal of Waste.
- 2.38. **Recyclable Materials** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and Disposal of the same material, or other materials as may be designated by the City.
- 2.39. **Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, which is available on the City's solid waste management webpage, which may be amended by the City from time to time, in accordance with EPA and DEQ requirements and market conditions.
- 2.40. **Recycle+ Collection Service** means an optional recycling service offered by Franchisee for the

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collection of Recycle+ Materials for reuse or recycling.

- 2.41. Recycle+ Materials** means Recyclable Materials that are acceptable by Franchisee pursuant to the Recycle+ Collection Service, which are listed in Section 8.2.4.
- 2.42. Recycling** means the collection, transportation, storage, and processing of Recyclable Materials.
- 2.43. Residential** means a single-family dwelling unit, duplex (i.e., an attached two-dwelling unit), triplex, or quadplex on a single lot.
- 2.44. Resource Recovery and Resource Recovery Facility** mean the process of obtaining useful material or energy resources from Waste, including energy recovery, materials recovery, Recycling, or Reuse of Waste, and a location at which such material or energy resources are obtained from the processing of Waste.
- 2.45. Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste's identity.
- 2.46. Service** means the collection, transportation, Disposal of, or Resource Recovery of Waste by Franchisee pursuant to the Franchise Agreement and these Rules.
- 2.47. Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.
- 2.48. Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Waste.
- 2.49. Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial, demolition, and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
- 2.49.1. Unacceptable Waste;
  - 2.49.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;
  - 2.49.3. Cardboard generated by a Person that is the Generator or source, and baled and transported to a Resource Recovery Facility (such Person is deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the Person's business);
  - 2.49.4. Material used for fertilizer or other productive purposes in agricultural operations;
  - 2.49.5. Discarded or abandoned vehicles or parts of vehicles;
  - 2.49.6. Tires; or
  - 2.49.7. Recyclable Materials, Organic Materials, or Recycle+ Materials that are Source Separated and set out for Recycling; or

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- 2.49.8. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in these Rules.
- 2.50. Solid Waste Management and Collection** means the City's prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.
- 2.51. Source Separated Materials** means material comprising a waste (such as glass, metals, paper, plastics) that has been separated at its point of generation.
- 2.52. Special Waste** means any waste (even though it may be part of a delivered load of waste) that falls within one or more of the following categories:
- 2.52.1. Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc...) of a type listed in Sections 2.52.3 through 2.52.9, or 2.52.11;
  - 2.52.2. Waste transported in a bulk tanker;
  - 2.52.3. Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or includes 25 or more gallons of free liquid per load, whichever is more restrictive;
  - 2.52.4. Containers (or drums) that once held commercial products or chemicals, unless the containers (or drums) are empty as provided in 40 CFR 261.7(b)(1);
  - 2.52.5. Sludge waste from septic tanks, food service, grease traps, or wastewater from commercial laundries, laundromats or car washes;
  - 2.52.6. Waste from an industrial process;
  - 2.52.7. Waste from a pollution control process;
  - 2.52.8. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in Sections 2.52.1 through 2.52.7 or 2.52.9;
  - 2.52.9. Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in Sections 2.52.1 through 2.52.8;
  - 2.52.10. Chemical-containing equipment removed from service (e.g., filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical-containing equipment);
  - 2.52.11. Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4, but not empty

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containers so marked;

- 2.52.12. Any waste that requires extraordinary management or special handling. Examples of such special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products; or,
- 2.52.13. Medical waste.
- 2.53. **Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
- 2.54. **Waiver** means the waiver that a Covered Business may obtain, pursuant to the requirements of Section 7.3.3, to temporarily waive the obligation to comply with the requirements of the Metro Business Food Waste Program.
- 2.55. **Waste** means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land. “Waste” includes Solid Waste, Recyclable Materials, Other Materials (and thus, Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste), Organic Materials (and thus, Food Waste and Yard Debris), and Recycle+ Materials.
- 2.56. **Yard Debris** means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials. “Yard Debris” also does not include sod or dirt in excess of de minimis amounts (e.g., dirt that surrounds the root ball of a plant).

### Section 3: Franchisee General Requirements

#### 3.1. Mandatory Services.

- 3.1.1. **Residential Collection.** Franchisee must offer the following Services to Residential Customers, with Curbside collection, which may be billed on a monthly or bi-monthly basis, except as specified below, subject to the terms and conditions of the Franchise and these Administrative Rules:
- 3.1.1.1. Solid Waste – regularly scheduled weekly Service.
- 3.1.1.2. Organic Materials – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.1.3. Co-mingled Recycling – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.1.4. Glass Recycling – regularly scheduled Service on the same day as Solid

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## Waste collection.

- 3.1.1.5. Battery Recycling – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.2. Multifamily Collection. Franchisee must offer the following Services to Multifamily Customers, which may be billed on a monthly or bi-monthly basis, subject to the terms and conditions of the Franchise and these Administrative Rules:
  - 3.1.2.1. Solid Waste – Service of no less than 20 gallons per unit per week, no less than once per week.
  - 3.1.2.2. Co-mingled Recycling – Service of no less than 20 gallons per unit per week, no less than once per week.
  - 3.1.2.3. Glass Recycling – Service of no less than 1 gallon per unit per week, no less than once per week.
- 3.1.3. Commercial Collection. Franchisee must offer the following Services to Commercial Customers, which may be billed on a monthly basis, except as specified below, subject to the terms and conditions of the Franchise and these Administrative Rules:
  - 3.1.3.1. Solid Waste – regularly scheduled Service.
  - 3.1.3.2. Co-mingled Recycling – regularly scheduled Service.
  - 3.1.3.3. Organic Materials – regularly scheduled Service. For clarity, Yard Debris is not included in Organic Materials Service for Commercial Customers, unless that is specifically agreed by Franchisee.
  - 3.1.3.4. Glass Recycling – regularly scheduled Service
- 3.1.4. Drop Off Service for Recyclable Materials. Location where certain specified Recyclable Materials can be dropped-off by Customers. Franchisee will make information regarding which Recyclable Materials may be dropped-off to Customers no less frequently than once per year.
- 3.1.5. Special Waste. Franchisee must offer Special Waste collection service to all Customers as an on-call collection service.
- 3.2. **Optional Services.** Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee, and must comply with the requirements of the Franchise Agreement. Such optional services include, but are not limited to, the Recycle+ Services described in Section 8.
- 3.3. **Notification to New Customers.** The Franchisee must provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials must include a packet of educational material that contains information on all available Services; rates for these Services, including an explanation of extra charges; a listing of the Recyclable Materials

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collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should Source Separate Recycling Materials; and reference information directing Customers to the City's website regarding Solid Waste Management and Collection. Franchisee must provide Customers with prior written notice of any changes in service.

### 3.4. Hours/Days for Collection Activity.

3.4.1. Residential and Multifamily Service. Service to Customers in predominantly Residential or Multifamily areas must comply with the following rules:

- 3.4.1.1. Service to Residential or Multifamily Customers must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions.
- 3.4.1.2. Service to a particular Residential Customer must be offered on the same day(s) of the week.
- 3.4.1.3. Service may occur only between 6:00 a.m. and 6:00 p.m., unless hazardous weather or holiday schedules require extended hours.
- 3.4.1.4. Regularly scheduled Service must occur at least once each week.

3.4.2. Commercial Service. Service to Customers in predominantly Commercial or industrial areas must comply with the following rules:

- 3.4.2.1. Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.
- 3.4.2.2. Service may occur only between 4:30 a.m. and 8:00 p.m., unless hazardous weather or holiday schedules require extended hours.
- 3.4.2.3. Regularly scheduled Service must occur at least once each week.

3.4.3. Mixed Residential and Commercial Service. Service to Customers located in areas that contain a mix of Residential, Multifamily, or Commercial properties must comply with the following rules:

- 3.4.3.1. Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.
- 3.4.3.2. Service may occur only between 5:30 a.m. and 7:00 p.m., unless hazardous weather or holiday schedules require extended hours.
- 3.4.3.3. Regularly scheduled Service must occur at least once each week.

3.4.4. Service on Holidays. Service is not required on Thanksgiving Day, December 25th, or January 1st. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.

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3.4.5. **Hazardous Weather Conditions.** Collection schedules may be adjusted due to hazardous weather conditions. A Customer whose collection date is adjusted or delayed due to hazardous weather conditions is not entitled to a bill reduction or credit. Hazardous weather conditions exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:

3.4.5.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.

3.4.5.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Recyclable Materials and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.

3.4.6. **Change of Schedule for Service Day.** Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each Multifamily Customer must be notified of the change in Service Day if each unit receives individualized Service.

### 3.5. **Billing Procedures.**

3.5.1. **Billing Period.** The Franchisee may bill Customers either once per month or once every two months, but must not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.5.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.

3.5.2. **Billing Due Date.** Customer payments must not be due more than thirty-one (31) days before the end of the Service period being billed, nor less than twenty-one (21) days after the date of the postmark on the billing.

3.5.3. **Vacation Credit.** The Franchisee must give a pro-rata credit to a Residential Customer that requests a temporary stop to Services in accordance with Section 4.1.3 (e.g., if a Residential Customer properly requests a three-week stop to Services,

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Franchisee must give that Customer a refund equal to three-quarters of one month's fee for Services).

- 3.5.4. **Billing Policy.** The Franchisee must have a written policy for billing procedures and reinstatement for non-payment, which policy must be consistent with Section 3.5 and 3.6, and must address how a Customer may resolve disputed billings. The Franchisee must make available its billing policies to its Customers. The Franchisee must also provide a copy of all billing policies to the City for review and prior approval.

### 3.6. Termination of Service

- 3.6.1. **Billing Past Due.** The Franchisee may terminate Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.
- 3.6.2. **Notice of Termination of Service.** The Franchisee must not terminate Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.
- 3.6.3. **Disputed Billings.** The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section 12.

- 3.7. **Automation of Services.** Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee must utilize this type of equipment for Service to all Customers.

- 3.8. **Supplying Receptacles.** The Franchisee must provide to its Customers Receptacles that are capable of being mechanically collected, except for Compactors and Receptacles for glass Recycling, which are manually collected. The Customer may arrange with the Franchisee to provide a Compactor.

- 3.8.1. **Residential Customers.** The Franchisee must provide the following Receptacles to Residential Customers:

- 3.8.1.1. At least one Receptacle, with a capacity of at least 20 gallons, for the collection of all acceptable Solid Waste;
- 3.8.1.2. At least one Receptacle, with a capacity of at least 60 gallons, for the collection of all acceptable Recyclable Materials, except glass and motor oil;
- 3.8.1.3. At least one Receptacle, with a capacity of at least 5 gallons, for the collection of source-separated glass materials; and,
- 3.8.1.4. At least one Receptacle, with a capacity of at least 60 gallons, for the collection of all Organic Materials.

- 3.8.2. **Multifamily Customers.** The Franchisee must provide Receptacles to Multifamily Customers that meet the following standard:

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- 3.8.2.1. At least one Receptacle, with a capacity of at least 35 gallons, for the collection of all acceptable Solid Waste;
- 3.8.2.2. All plastic receptacles provided to Multifamily Customers after the date of these Administrative Rules for Solid Waste, Recyclable Materials, Yard Debris, or Food Waste must contain at least 30% post-consumer recycled content;
- 3.8.2.3. Receptacles for Solid Waste must be gray or black;
- 3.8.2.4. Receptacles for Recyclable Materials must be blue;
- 3.8.2.5. Receptacles for Organic Materials must be green; and,
- 3.8.2.6. All Receptacles must be labeled with the correct Metro-approved regional decals for acceptable recyclable materials, glass, yard debris, and garbage, and all previous decals must be removed from each Receptacle and replaced with correct and approved regional decals.
- 3.8.3. **Commercial Customers.** The Franchisee must provide Receptacles for use by Commercial Customers or may approve Commercial Customers to use Receptacles that comply with the Receptacle requirements of these Administrative Rules and Metro Solid Waste Administrative Rules AR 5.15-3000 through 4085, most recently revised February 1, 2021. In particular:
  - 3.8.3.1. Such Receptacles must be correctly labeled, and easily identifiable;
  - 3.8.3.2. Food Waste Receptacles must be green; and,
  - 3.8.3.3. A Receptacle provided to a Customer for Organic Materials or Recyclable Materials must have the same or less volume as the Receptacle provided to the same Customer for Solid Waste.
- 3.8.4. **Standards Applicable to Receptacles Provided to Any Customer.** Receptacles provided by the Franchisee must be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.
- 3.8.5. **Ownership of Receptacles.** Receptacles provided by the Franchisee are the property of the Franchisee.
- 3.9. **Missed Service.** The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City must be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, holidays, and periods of hazardous weather conditions) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).
- 3.10. **Refusal of Collection Service**

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- 3.10.1. **Hazardous Conditions.** The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4.5. Franchisee's refusal of Service due to hazardous conditions does not constitute a missed collection.
- 3.10.2. **Improperly Prepared Materials.** The Franchisee may refuse Service to a Customer that has not complied with the preparation requirements of these Administrative Rules.
- 3.10.3. **Overweight Receptacles.** The Franchisee may refuse to Service a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with applicable weight limits.
- 3.10.4. **Improper Location of Receptacles.** The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.
- 3.11. **Notice for Refusal of Service.** If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide the Customer with a written notice stating the reasons for refusal. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee must leave the notice securely attached to the Customer's Receptacle, to the materials, or to the Customer's front door at the time of the refused Service. Franchisee must document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.
- 3.12. **Payment for Refusal of Service Materials.** Franchisee must charge the normal Service Rates when there is a refusal of Service and must provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:
  - 3.12.1. Immediate Service at the City-approved go-back Rate; or
  - 3.12.2. Service at no extra charge the following week on the designated Service Day.
- 3.13. **Fees Payable for Contamination.** Customer must ensure that only Organic Materials are placed in any Organic Materials Receptacle. If Customer improperly includes other materials (e.g., Solid Waste or Recyclable Materials) in an Organic Materials Receptacle, Franchisee may Dispose of the improperly comingled material as Solid Waste, and charge the Customer any fees specified on the City's then-current rate sheet.
- 3.14. **Cleanup on Route.** The Franchisee must make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.
- 3.15. **Prevention of Leaking and Spilling Loads.** Franchisee's vehicles must be constructed, loaded,

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operated, and maintained in a manner to reduce, to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Waste, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Waste, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.

- 3.16. Covers for Open Body Vehicles.** All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar kitchen appliances.
- 3.17. Unnecessary Noise.** The Franchisee must make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.
- 3.18. Maintaining Passage on Public Streets.** To the greatest extent practicable, Franchisee must avoid stopping Service vehicles anywhere that blocks the passage of other vehicles and pedestrians on public streets and sidewalks.
- 3.19. Compliance with Federal, State, and Local Regulations.** Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, Disposal, and processing of Waste.
- 3.20. Safety and Maintenance.** All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.
- 3.21. Compliance with Zoning Ordinances.** Facilities for storage, maintenance, and parking of any vehicles or other equipment must comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.
- 3.22. Location of Receptacles**
  - 3.22.1. General.** The Franchisee must place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.
  - 3.22.2. Drop Boxes.** When possible, the Franchisee must place drop boxes on private property locations such as driveways or yards. The Franchisee must not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.
- 3.23. Customers with Physical Disabilities.** The Franchisee must give reasonable attention to the needs of customers with physical disabilities without any additional charge based on Franchisee needing to travel a greater distance to reach the Customer's Receptacle.

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**3.24. Promotion and Education**

- 3.24.1. Franchisee must comply with all City and DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices the City or DEQ requires Franchisee to provide to Customers.
- 3.24.2. Franchisee must participate in City-directed promotion and education efforts as identified below:
  - 3.24.2.1. Franchisee will conduct no less than two educational outreach events per year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.
  - 3.24.2.2. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.
- 3.24.3. The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, Organic Materials, Other Materials, and Recycle+ Materials.

- 3.25. **Damage to Pavement.** Franchisee is not responsible for any damage to the City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's Service, except to the extent caused by Franchisee's negligence or willful misconduct, which is subject to Article XVI, Section (1) of the Franchise Agreement.

**Section 4: Customer Responsibility****4.1. Payment Responsibility**

- 4.1.1. Responsible Party. Any Person who receives Service is responsible for payment for said Service in accordance with these Rules, including, but not limited to, Section 3.5.
- 4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.
- 4.1.3. Vacation Credit. A Residential Customer may request that Franchisee temporarily stop Service for a period of no less than three (3) weeks, and may make such a request no more than four (4) times per calendar year. Such a request must be made at least seven (7) days prior to the date the Customer wants the Service to stop and will result in Franchisee applying a credit to the Customer's Service bill. Multifamily Customers and Commercial Customers are not eligible for vacation credits.

- 4.2. **Notification of Missed Service and Billing Errors.** The Customer is responsible for notifying the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in

accordance with Section 3.9 (regarding missed Service), or in accordance with Section 3.6.3 and Section 12 (regarding dispute resolution).

#### **4.3. Receptacles**

4.3.1. Residential Customers. Residential Customers must use only Receptacles provided by the Franchisee for Solid Waste, Recyclable Materials, Organic Materials, and Recycle+ Materials.

4.3.2. Commercial and Multifamily Customers. Commercial and Multifamily Customers must use only Receptacles provided by the Franchisee.

4.3.3. Compactors. A Commercial or Multifamily Customer may provide a Compactor used for Services. All Compactors must comply with applicable federal, state, and local laws and regulations, must be compatible with Franchisee equipment, and must be approved by the Franchisee.

4.4. **Repair or Replacement of Franchisee-Supplied Receptacles.** The Customer must ensure that Hazardous Waste, Infectious Waste, or hot ashes are not put into a Cart, Container, Drop Box, or other Receptacle used in connection with Franchisee's Service. A Customer must use reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other unreasonable damage to a Cart, Container, Drop Box, or Receptacle owned by the Franchisee; the Franchisee may bill a Customer for the cost to repair or replace such a Cart, Container, Drop Box, or Receptacle.

4.5. **Set Out and Removal of Receptacle from Service Location.** The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.

4.6. **No Right to Take Receptacles.** A Customer that moves must leave any Receptacles owned by Franchisee at the Service address when the Customer moves.

#### **4.7. Location of Receptacles**

4.7.1. Residential Customers. For Residential Customers, Franchisee may require that Carts, Containers, Drop Boxes, or other Receptacles used in connection with Franchisee's Service be placed on Curbside to enhance efficiency of the Service. Under no circumstances may Customer or Franchisee place Receptacles in marked bicycle lanes or in such a manner that they obstruct the flow of traffic. The Customer must place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for adequate vertical clearance for Receptacle(s) picked up away from the curbside or roadside.

4.7.2. Disabled Customers. Franchisee must arrange for a mutually convenient location and method for Service to disabled Customers, which includes provision of non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the

street that there are materials to be collected.

**4.7.3. Residential Service on a Private Street.**

**4.7.3.1.** For Curbside Service on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not be limited by a gate; it must be named and posted with a street sign; it must be paved to a width of at least twelve (12) feet, exclusive of any areas where parking is permitted; and if a dead-end, the turnaround must have a sixty (60) foot diameter or a “hammerhead” or other feature that provides adequate turnaround space for standard Service vehicles. There must be at least fourteen (14) feet of vertical clearance. On such private streets, Customers entitled to Curbside Service must have their address on the private street. Franchisee may require a damage waiver from Customers being serviced on private streets if, in the opinion of Franchisee, there is a reasonable probability that property damage could occur through no fault of Franchisee other than the normal course of providing Service. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Containers must be marked with the appropriate Customer address.

**4.7.3.2.** If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee’s ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.10. If these obstructions are not moved or removed by the Customer so that Franchisee may safely Service the private street, the Customer may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of the Franchise Agreement.

**4.7.4. Service on Public Alleys.** Service on public alleys is encouraged, but is at the discretion of Franchisee.

**4.7.5. Service from In-Ground Cans.** Service from in-ground cans is prohibited.

**4.7.6. Location of Empty Receptacles.**

**4.7.6.1.** After providing Service, Franchisee must return all Receptacles, except for Drop Boxes, to the location where the Customer placed them without leaving Service remnants or other disturbance to existing site conditions, unless the Customer placed the Receptacle(s) in a prohibited location. In such a case, Franchisee may place the Receptacle in a location allowed under these Administrative Rules.

**4.7.6.2.** When possible, Franchisee must place Drop Boxes on private property locations such as driveways or yards. Prior to Franchisee’s delivery of the Drop Box, the Customer must receive a permit from the City to place a Drop Box in a public right-of-way, street, alley, or roadside.

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- 4.7.7. Placement of Compactors. The Customer must place Compactors at a location that protects the privacy, safety, and security of Customers, that provides access needed to prevent unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

#### 4.8. General Preparation of Materials

- 4.8.1. The Customer must place all waste subject to collection by Franchisee safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging out the contents of a Receptacle. The Customer may not overfill a Cart or Container so that the lid is open, or compact the contents of a Cart or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer must loosely place materials in a Receptacle to minimize damage to the Receptacle and to facilitate Service.
- 4.8.2. Glass. The Customer must Source Separate glass from all other Recyclable Materials.
- 4.8.3. Batteries. The Customer must place Batteries in a one (1) quart, zip-sealed, see-through plastic bag placed in the glass receptacle, on top of glass bottles and jars, and tape the terminal ends of all Batteries other than standard alkaline batteries.
- 4.8.4. Drainage Requirement. The Customer must drain all Waste of surplus liquid.
- 4.8.5. Ashes. Ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- 4.8.6. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.
- 4.8.7. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.
- 4.8.8. Persons, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, must not interfere with or remove any Waste from any Receptacle where it has been placed by the Generator for collection; further, they must not remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.
- 4.8.9. The Customer must not place chemicals, liquid waste, paint, corrosive materials, hot ashes, or Other Materials into a Receptacle placed for Service. The Franchisee may charge a Customer a fee to repair or replace any Receptacle that is damaged by the Customer's violation of this section.

- 4.9. **Access for Renters.** Each property owner must ensure that if his or her property is rented by a

third party, that third party has access to garbage and recycling collection service provided by Franchisee.

## **Section 5: Solid Waste Service Requirements**

### **5.1. Franchisee Responsibility**

5.1.1. **Service Responsibility.** The Franchisee must provide the opportunity for Solid Waste Service as defined and provided for in these Administrative Rules for all Persons within its Service Area, except as set forth below.

5.1.1.1. **Unacceptable Waste.** Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Unacceptable Waste or Infectious Waste in connection with Curbside Service. Refer to Section 9 for collection options for Unacceptable Waste.

5.1.1.2. **Hazardous Waste.** Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or unknowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.

5.1.1.3. **Bulky Wastes.** Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Bulky Wastes in connection with Curbside Service.

5.1.2. **Service of Extra Receptacles.** The Franchisee must Service occasional extra Solid Waste Receptacles set at the curb as an “extra” beyond the Customer’s subscribed Service level. The Franchisee may charge the fee established by the City for such “extras,” except in cases of missed Service. The Franchisee may require the Customer to give prior notification of an extra set out that would require extraordinary time, labor, or equipment.

5.1.3. **Disposal of Solid Waste Materials.** Franchisee must Dispose of the Solid Waste collected within its Service Area at a Metro-approved facility. Franchisee must not mix Solid Waste for Disposal with any properly prepared Source Separated Materials.

### **5.2. Customer Responsibility**

5.2.1. **Weight of Receptacles.** The Customer must limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

<b>Receptacle/Type Capacity</b>	<b>Maximum Weight</b>
Up to and including 20 gallons	35 lbs.

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Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

- 5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, must not exceed the lifting capacity of the Franchisee's equipment, and the weight must not put the Franchisee over the weight limit for the loaded vehicle. The Franchisee must furnish the Customer with information concerning limitations on Franchisee's equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.
- 5.2.3. Putrescible Waste Storage. The Customer must not store putrescible materials in a Receptacle in excess of seven (7) days.

## Section 6: Recycling Service Requirements

### 6.1. Franchisee Responsibility

- 6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling Service as outlined in these Administrative Rules for all Persons with its Service Area.
- 6.1.2. "Recycling Only" Residential Customers. The collection frequency for a Residential Customer without Solid Waste Service must be on the same day as Solid Waste Service for the Customer's neighborhood or as agreed upon by the Franchisee and the Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee must collect materials that are on the City's Recyclable Materials List for any Residential Customer that subscribes for Recycling Service, provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 6.1.4. Processing of Collected Recyclable Materials. The Franchisee must transport and market collected Recyclable Materials. The Franchisee must deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee must not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by the City and DEQ.
- 6.1.5. Diversion Goal. Franchisee must make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan adopted by Metro, promote ongoing efforts as other Recycling "best practices" become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.
- 6.1.6. Recyclable Materials List. Franchisee must provide Customers with educational

materials approved by the City that reference the current Recyclable Materials List at the Customer's request. Franchisee may respond to Customer requests for such information electronically (e.g., by email).

## **6.2. Customer Responsibility**

### **6.2.1. Preparation of Recycled Materials.**

**6.2.1.1. Residential Customers.** Residential Customers must prepare Recyclable Materials to avoid contamination with other waste materials.

**6.2.1.2. Multifamily Customers.** Multifamily Customers must prepare Recyclable Materials to avoid contamination with other waste materials. The Franchisee and Multifamily Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials so long as such exceptions or restrictions comply with all applicable laws and regulations, including the Oregon Recycling Act, and all City codes and administrative rules.

**6.2.1.3. Commercial Customers.** Commercial Customers must comply with the Recycling requirements set forth in Metro Code Chapter 5.15, including, but not limited to, the following:

**6.2.1.3.1.** Commercial Customers must Source Separate from other Solid Waste all recyclable paper, cardboard, glass, and plastic bottles and jars, and aluminum and tin cans for Reuse or Recycling.

**6.2.1.3.2.** Commercial Customers must ensure the provision of Recycling containers for internal maintenance or work areas where Recyclable Materials may be collected, stored, or both.

**6.2.1.3.3.** Commercial Customers must post accurate signs where Recyclable Materials are collected or stored that identify the materials that the Commercial Customer must Source Separate for Reuse or Recycling and that provide Recycling instructions.

**6.2.1.3.4.** A Commercial Customer may seek exemption from the requirements of Section 6.2.1.3 by providing access to a recycling specialist selected by the City for a site visit and establishing that it cannot comply with the requirements of Section 6.2.1.3 for reasons that include, without limitation, space constraints and extenuating circumstances.

**6.2.1.3.5.** A Commercial Customer that does not, in the sole determination of the City, comply with the requirements of Section 6.2.1.3 is subject to the enforcement process outlined in Section 7.3.

- 6.3. Landlord or Property Owner Responsibility.** Persons and entities that own, manage, or operate with tenants that are Commercial Customers, and that provide areas for the tenant's Receptacles for Solid Waste, must provide space for Recycling Receptacles adequate to enable the tenant to comply with these Administrative Rules, including, but not limited to, Section 6.2, and Metro's Solid Waste Administrative Rules, including, but not limited to, Metro AR 5.15-3000 through 3055.

## **Section 7: Organic Materials Service Requirements**

### **7.1. Franchisee Responsibility**

- 7.1.1. Service Responsibility. The Franchisee must provide the opportunity for Organic Materials Service as provided in these Administrative Rules for all Persons within its Service Area.
- 7.1.2. "Organic Materials Only" Customers. The collection frequency for a Person without Solid Waste collection service must be on the same day as Solid Waste collection for the Customer's neighborhood or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of Organic Materials. The Franchisee must provide special collection of Organic Materials at the City's reasonable request.
- 7.1.4. Collection of Organic Materials. The Franchisee must collect Organic Materials provided the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra Organic Materials Receptacles. The Franchisee must collect clearly marked occasional extra Organic Materials Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such "extras," except in cases of missed Service. For example extra containers may be needed for Yard Debris, including leaves, during certain times years due to the need to Dispose of additional organic landscaping materials.
- 7.1.6. Collection of Organic Materials from Commercial Customers. The Franchisee must collect Organic Materials, including Food Waste, from Commercial Customers to whom Franchisee agrees to provide such Service or to whom Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.6.1. Food Waste Service.
- 7.1.6.1.1. For Covered Businesses, the Franchisee must collect Food Waste at least once each week. If additional regularly scheduled Service is necessary, as determined by the Covered Business, Franchisee, or the City, then Franchisee will provide such additional regularly scheduled Service to the Covered Business.
- 7.1.6.1.2. The Franchisee must provide the opportunity for Covered

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Businesses to Dispose of Food Waste in a separate Receptacle. For all other Commercial Customers, Franchisee may provide the opportunity to Commercial Customers to Dispose of Organic Materials in a separate Receptacle.

- 7.1.6.1.3. Franchisee must provide Receptacles for Disposal of Food Waste, and, if agreed to by Franchisee and the Commercial Customer, receptacles for Disposal of Organic Materials.
- 7.1.6.1.4. Once each year a Covered Business may request that its Organic Materials Receptacle be cleaned or replaced with a clean Receptacle by the Franchisee.
- 7.1.6.1.5. Franchisee must provide to Covered Businesses City or County-approved education regarding Disposal of Food Waste.

7.1.7. Processing of Organic Materials. The Franchisee must transport and market collected Organic Materials. The Franchisee must deliver all properly prepared and collected Organic Materials to a state-approved processor or composting facility. In addition, the Franchisee must deliver Food Waste to a facility that complies with applicable federal, state, regional, and local laws and regulations. The Franchisee must not deliver or cause the delivery of any collected Organic Materials for Disposal unless the Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

## 7.2. Customer Responsibility

### 7.2.1. Preparation of Organic Materials.

#### 7.2.1.1. Residential Customers.

- 7.2.1.1.1. Residential Customers must place Organic Materials, including Yard Debris and Food Waste, in the cart provided by the Franchisee for Organic Materials.
- 7.2.1.1.2. Occasional extra Organic Material may be placed in Cart, "Kraft" type and "Epic" brand bags, or bundles. Such Containers must have a maximum volume of 40 gallons or less. The Customer must not use plastic bags to contain Organic Materials.

#### 7.2.1.2. Covered Businesses. Any Covered Business receiving Service from Franchisee for the collection of Food Waste must:

- 7.2.1.2.1. Source Separate Food Waste from all other waste for collection;
- 7.2.1.2.2. Recover Food Waste that is controlled by the Covered Business, or its agents or employees;

## Attachment 1 to Ordinance No. 883

7.2.1.2.3. If the Covered Business collects Food Waste from its customers, ensure that the Food Waste is free of non-food items; and

7.2.1.2.4. Place the Food Waste in the Receptacle provided by Franchisee.

7.2.1.3. Other Commercial Customers. Any other Commercial Customer receiving Organic Materials Service from Franchisee must place Organic Materials in the acceptable Receptacle provided by Franchisee.

7.2.1.4. Acceptable Materials. The Customer must include only those materials that meet the definitions and requirements of these Administrative Rules, including the definition of Food Waste and Organic Materials, in the Receptacle provided by the Franchisee for Organic Materials.

7.2.2. Weight of Organic Materials Receptacles. The Customer must limit the weight of a Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

### 7.3. Enforcement of Metro's Business Food Waste Program

#### 7.3.1. Business Assistance.

7.3.1.1. The City must develop educational materials for Covered Businesses, which must, at a minimum, include: (i) Labels for collection containers that clearly communicate what is allowed in the Food Waste collection system, (ii) signs or posters that provide clear and simple instructions, (iii) all signs and program materials must be designed to be understood by people with limited English proficiency, and (iv) program contact phone number for businesses to call for program assistance.

7.3.1.2. The City must offer technical assistance to Covered Businesses to assist with program set-up, understanding program requirements, and separation standards, which must, at a minimum, include: (i) Education and assistance with Food Waste prevention techniques and edible food donation programs, (ii) assisting with Food Waste collection program set up and training on-site at the business, (iii) assisting with mitigating issues arising from program participation such as odors or vectors, and (iv) ensuring correct labeling of all Food Waste collection receptacles, and (v) serving as a facilitator between the business and solid waste hauler, as needed, to assist with the provision of appropriate collection receptacles and service frequency.

## Attachment 1 to Ordinance No. 883

Item A.

- 7.3.2. **Communication.** For Commercial Customers receiving Food Waste Service from Franchisee, if the Franchisee observes a contaminated Receptacle, the Franchisee will inform the Commercial Customer and the City, or its designee, of the contaminated Receptacle as soon as reasonably possible, generally within one (1) business day, after the date of observation, and will send a photograph of the contaminated Receptacle to the City. If the Franchisee has an email address for the Commercial Customer, it will also send the photograph by email to the Commercial Customer.
- 7.3.2.1. In the first two (2) instances where contamination is an issue, the Franchisee is approved to Dispose of the material as Solid Waste, and may charge the Commercial Customer for any additional cost(s) associated with Solid Waste disposal.
- 7.3.2.2. In subsequent instances, the City, Clackamas County, and/or the Franchisee will inform the Commercial Customer and any tenant business(es) of options the City, Clackamas County, and/or the Franchisee is pursuing to encourage compliance and material quality, including, but not limited to, charging the Commercial Customer to Dispose of the material as Solid Waste, assessing a contamination fee or fine, pursuing a Code Compliance process as provided in Section 7.3.4, and/or abating any issues that pose a serious health, safety, or welfare concern.
- 7.3.3. **Waiver.** A Covered Business may seek a Waiver, which excuses compliance with the Metro Business Food Waste Program, by submitting a waiver application as provided below.
- 7.3.3.1. To request a Waiver, a Covered Business must submit a Waiver application to Clackamas County's Sustainability & Solid Waste Program. Upon receipt of the Waiver application, Clackamas County will arrange a site visit to observe the circumstances and discuss the waiver request.
- 7.3.3.2. Clackamas County will forward its recommendation regarding the Waiver to the City's Code Compliance Coordinator. The City will make, in its sole discretion, a decision regarding whether to grant the Waiver. If a Waiver is granted, it is valid for a term ending no later than one (1) year from the date the City granted the Waiver.
- 7.3.3.3. **Elements Considered for Granting Waiver.** In determining whether to grant a Waiver, the City will consider the following factors:
- 7.3.3.3.1. The Receptacle enclosures or other spacing constraints that affect the Covered Business;
- 7.3.3.3.2. Whether the Covered Business is a tenant or owns the property where it is located;
- 7.3.3.3.3. What efforts the Covered Business has made to attempt to comply with the Metro Business Food Waste Program; and

## Attachment 1 to Ordinance No. 883

## 7.3.3.3.4. Any other information the City deems relevant.

7.3.4. **Enforcement of Metro Business Food Waste Program.** Every effort will be made by the City and the Franchisee to allow a Covered Business to establish compliance with the Metro Business Food Waste Program. The City will undertake the following enforcement action on a Covered Business or other responsible party that does not comply with Metro Ordinance No. 18-1418:

7.3.4.1. The City will send a Notice of Non-Compliance to the Covered Business or responsible party.

7.3.4.2. Upon sending the Notice of Non-Compliance, the City may perform a site visit, contact the Covered Business or responsible party, and/or contact the Franchisee to confirm non-compliance. If the City determines that the Covered Business or responsible party is not compliant, the City will send a Notice of Violation to the Covered Business or responsible party.

7.3.4.3. The Covered Business or responsible party must obtain collection Service for Food Waste, or obtain a waiver as provided in Section 7.3.3, and provide evidence of either to the City not later than ten (10) business days after the Date of Delivery of the Notice of Violation.

7.3.4.4. If the Covered Business or responsible party does not obtain collection Service for Food Waste within the time described in Section 7.3.4.3, the City will issue a written citation for violation of the Metro Business Food Waste Program and these Administrative Rules, and will require the Covered Business or responsible party to appear in the City of Wilsonville Municipal Court.

7.3.4.5. The City of Wilsonville Municipal Court may issue an assessment, fee, penalty, or fine intended to recover administrative costs and/or to incentivize the Covered Business or responsible party to correct the violation. The City of Wilsonville Municipal Court may also impose an assessment, fee, penalty, or fine for each day that the Covered Business or responsible party continues to not comply with the Metro Business Food Waste Program and these Administrative Rules.

**7.4. Landlord or Property Owner Responsibility.** Persons and entities that own, manage, or operate with tenants that are Commercial Customers must allow for or facilitate Franchisee's provision of Food Waste Service for the tenant, and otherwise enable the tenant to comply with these Administrative Rules, including, but not limited to, Section 7.2, and Metro's Solid Waste Administrative Rules, including, but not limited to, Metro AR 5.15-4000 through 4085.

## **Section 8: Recycle+ Service Requirements.**

**8.1. Optional Service.** Franchisee may offer, and a Residential Customer may subscribe for, Recycle+ Collection Service.

**8.2. Franchisee Responsibility**

## Attachment 1 to Ordinance No. 883

- 8.2.1. Collection Location. Franchisee will collect Recycle+ Materials Curbside. A Customer may request collection at an alternative location for an additional fee.
- 8.2.2. Collection Frequency. Franchisee will collect materials pursuant to the Recycle+ Collection Service no less than every other week.
- 8.2.3. Receptacles; Bags. The Franchisee must provide all Recycle+ Collection Service Customers with:
  - 8.2.3.1. One City-approved, 15 to 25-gallon receptacle with a lid; and,
  - 8.2.3.2. Clear, plastic collection bags to be used by Customers to source-separate any Recycle+ Collection Service materials. These bags must contain at least thirty (30) percent recycled content, if available.
- 8.2.4. Materials List. The Franchisee must provide collection of the following materials pursuant to the Recycle+ Collection Service:
  - 8.2.4.1. Compact fluorescent lightbulbs;
  - 8.2.4.2. Plastic film (#2 HDPE and #4 LDPE);
  - 8.2.4.3. Textiles; and,
  - 8.2.4.4. Clear plastic, hinged, clamshells (#1 PET/PETE).

The City may adjust the materials collected in the Recycle+ Collection Service program in consultation with Franchisee, in response to changes in recycling processing capacity or availability of recycling markets.

### 8.3. Customer Responsibility

- 8.3.1. Subscription. Recycle+ Collection Service is considered an on-call collection service. A Customer must request this service from Franchisee. Franchisee is not obligated to provide this service with less than two (2) business days of notice.
- 8.3.2. Fee for Service. A Residential Customer that subscribes for Recycle+ Collection Service must pay Franchisee an additional fee.
- 8.3.3. Source Separation Requirement. A Residential Customer that subscribes for Recycle+ Collection Service must source-separate Recycle+ Materials, and bag such materials separately, in accordance with directions provided by Franchisee or the City.

**8.4. Additional Collection Drives.** The Franchisee must participate in special collection drives to collect Recycle+ Materials, as part of this service, up to four (4) times per year, as approved by the City. The Franchisee may choose to participate in more than four (4) collection drives.

**8.5. Service to Multifamily Customers.** The Franchisee may offer Recycle+ Collection Service to Multifamily Customers, subject to owner, property manager, or Homeowner Association approval.

## **Section 9: Other Materials Service Requirements**

### **9.1. Franchisee Responsibility**

- 9.1.1. Service Responsibility. The Franchisee must provide Service for Other Materials for all Persons within its Service Area.
- 9.1.2. Service of Other Materials. The Franchisee must provide Service for Other Materials so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 9.1.3. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee must conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

### **9.2. Customer Responsibility**

- 9.2.1. Subscription. A Customer must request collection service for Other Materials from Franchisee. Franchisee is not obligated to provide this service with less than seven (7) business days of notice.
- 9.2.2. Fee for Service. Franchisee may charge a Customer that requests collection of Other Materials, and the Customer must pay Franchisee, a fee in accordance with the City's then-current rate sheet.
- 9.2.3. Disposal of Other Materials. Franchisee may prescribe reasonable preparation and source separation requirements for Other Materials. The Customer must place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.

## **Section 10: Community Clean-Up Days**

### **10.1. The Franchisee must agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:**

- 10.1.1. The one week period during which the "Wilsonville Clean-Up Days" will take place, including a "Bulky Waste Day" event. The "Wilsonville Clean-Up Days" event will take place once per year in the Spring. The Spring "Bulky Waste Day" will occur within the "Wilsonville Clean-Up Days" on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee;
- 10.1.2. The City and Franchisee will also coordinate a second "Bulky Waste Day" to occur each year in the Fall. The Fall "Bulky Waste Day" will occur on a date set by the

## Attachment 1 to Ordinance No. 883

City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

- 10.1.3. The “Fall Leaf Clean-Up” event, which will take place once per year in the Fall, on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee.

- 10.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee will be at the entire expense of the Franchisee.

## Section 11: Customer Service – Access to Information

- 11.1. **Franchisee’s Website.** To the extent practicable, Franchisee’s website must contain information regarding the following:

- 11.1.1. For new Customers: how to sign up for Services.
- 11.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City’s solid waste informational webpage.
- 11.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee’s call center.
- 11.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.
- 11.1.5. For all current Commercial Customers: City-approved information regarding Business Recycling Requirements.
- 11.1.6. For Covered Businesses; City-approved information regarding Food Waste Requirements

- 11.2. The City will also provide the information in Sections 11.1.2 through 11.1.4 on its solid waste webpage.

- 11.3. **Franchisee Communication to New Customers.** Franchisee will send to all new Customers a communication that includes short summary of Franchisee’s Services and any key information regarding the Franchise Agreement and these Administrative Rules, which communication will be approved by the City Manager or designee prior to Franchisee delivering the communication to new Customers. The communication may be sent via electronic mail or regular mail.

- 11.4. **Franchisee Communication to Current Customers.** Prior to any Service Rate increase or new, modified, or removed surcharge, Franchisee will send to all current Customers a communication explaining the Service Rate increase or surcharge. The communication must be approved by the City Manager or designee prior to Franchisee delivering the communication to current Customers. The communication may be sent via electronic mail or regular mail.

- 11.5. Any disputes regarding Franchisee’s Customer service are subject to Section 12 and Article XIII, Section (1) of the Franchise Agreement.

**Section 12: Dispute Resolution**

- 12.1. Information and Complaint Resolution.** The Franchisee must respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff must be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Services. The Franchisee must respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.
- 12.2. Disputed Billing Policy.** The Franchisee must have a written policy for resolving disputed billings pursuant to Section 3.5.4. The Franchisee must provide a copy of disputed billing policies to the City for review and approval.
- 12.3. Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved for thirty (30) days or more are subject to the procedures contained in Article XIII, Section (1) of the Franchise Agreement.

**WRITTEN ACCEPTANCE OF ORDINANCE NO. 833  
CITY OF WILSONVILLE, OREGON**

**TO THE MAYOR AND COUNCIL OF THE CITY OF WILSONVILLE:**

WHEREAS, on the 6th day of November, 2023, the Council of the City of Wilsonville, Oregon adopted Ordinance No. 833 entitled:

“An Ordinance of the City of Wilsonville Adopting a Franchise Agreement for Solid Waste Management and Collection within the City and Repealing Ordinance No. 814;” and

WHEREAS, said Ordinance grants Keller Drop Box, Inc., dba Republic Services of Clackamas and Washington Counties (“Franchisee”) an exclusive franchise within the City to provide management and collection services for solid waste, recyclable materials, yard debris, organic materials, and other materials pursuant to the terms and conditions stated in said Ordinance; and

WHEREAS, said Ordinance was granted upon the condition that Franchisee shall submit to the City Recorder of the City of Wilsonville its written acceptance of all the terms and conditions of said Ordinance within fourteen (14) days after the effective date of the Ordinance;

NOW, THEREFORE, Franchisee does hereby acknowledge and accept Ordinance No. 833 and all the terms and conditions stated therein.

IN WITNESS WHEREOF, Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties has caused this Written Acceptance to be executed on \_\_\_\_\_, 2023.

**Keller Drop Box, Inc. dba Republic Services  
of Clackamas and Washington Counties**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_



## June 2025

Immigrant Heritage Month

Pride Month

Transit Month

Ukulele Jam

06/17/2025 - 9:30am

Piecemakers Quilters

06/17/2025 - 9:45am

Intermediate English class

06/17/2025 - 10:00am

POSTPONED - ODHS Drop-In Assistance

06/17/2025 - 10:00am

Toddler & Baby Time

06/17/2025 - 10:30am

Toddler & Baby Time

06/17/2025 - 11:15am

**Lunch at the Community Center**

06/17/2025 - 12:00pm

**Partners Bridge**

06/17/2025 - 12:30pm

**POSTPONED - ODHS Drop-In Assistance**

06/17/2025 - 1:00pm

**Virtual Reality Fitness**

06/17/2025 - 1:00pm

**Poetry Club**

06/17/2025 - 1:00pm

**Municipal/Traffic Court**

06/17/2025 - 2:00pm

**Beginning Tai Chi-Session I**

06/17/2025 - 2:00pm

**Barre Tone with Jessica Norman**

06/17/2025 - 5:45pm

**Soul Flow Yoga with Andrea-Session I**

06/17/2025 - 7:15pm

**June is Transit Month**

06/18/2025 - 6:00am

**Digital Photography Club**

06/18/2025 - 10:00am

**Stories & STEAM**

06/18/2025 - 10:30am

**Sit, Stand, and Be Fit**

06/18/2025 - 11:00am

**Lunch at the Community Center**

06/18/2025 - 12:00pm

**Stories & STEAM**

06/18/2025 - 12:00pm

## Pinochle/Cribbage

06/18/2025 - 1:00pm

## Bingo

06/18/2025 - 1:00pm

## TAB meeting

06/18/2025 - 6:00pm

## Core, Floor & More + Stretch

06/18/2025 - 6:00pm

## Teen Event: Library After Dark - Five Nights at Freddy's

06/18/2025 - 8:00pm

## Juneteenth

06/19/2025 (All day)

## Library Closed

06/19/2025 (All day)

## June is Transit Month

06/19/2025 - 6:00am

## Beginning Tai Chi-Session I

06/19/2025 - 2:00pm

## Wilsonville Farmers Market

06/19/2025 - 4:00pm

## Juneteenth Celebration

06/19/2025 - 5:00pm

## June is Transit Month

06/20/2025 - 6:00am

## WIC Pop-Up Clinic

06/20/2025 - 10:00am

## Conversational Spanish Group

06/20/2025 - 10:30am

## Play Group

06/20/2025 - 10:30am

## Sit, Stand, and Be Fit

06/20/2025 - 11:00am

## Bridge Group Play

06/20/2025 - 11:30am

## Lunch at the Community Center

06/20/2025 - 12:00pm

## Mexican Train Dominoes

06/20/2025 - 1:00pm

## WIC Pop-Up Clinic

06/20/2025 - 1:00pm

## Celebration Cinema

06/20/2025 - 3:00pm

« **Pride Month** (All day) 06/01/2025 (All day)

« **Immigrant Heritage Month** (All day) 06/01/2025 (All day)

## June is Transit Month

06/22/2025 - 6:00am

**Play-Well Teknologies: STEM Explorations & Pokemon Master Engineering** 9:00am 06/23/2025 - 9:00am

## June is Transit Month

06/28/2025 - 6:00am

## Korean War Remembrance Ceremony

06/28/2025 - 10:00am

## Storywalk Artist Talk: Gabi Snyder

06/28/2025 - 11:00am

**Chess Wizards Camp FULL DAY** 9:00am 06/23/2025 - 9:00am

**Chess Wizards Camp AM Session** 9:00am 06/23/2025 - 9:00am

**Chess Wizards Camp PM Session** 12:00pm 06/23/2025 - 12:00pm

**June is Transit Month**

06/23/2025 - 6:00am

**Healthy Bones and Balance-Session II**

06/23/2025 - 8:30am

**Advance Healthy Bones and Balance-Session II**

06/23/2025 - 9:30am

**Sit, Stand, and Be Fit**

06/23/2025 - 11:00am

**Lunch at the Community Center**

06/23/2025 - 12:00pm

**Blood Drive**

06/23/2025 - 12:30pm

**Mexican Train Dominoes**

06/23/2025 - 1:00pm

**Chicago Bridge**

06/23/2025 - 1:00pm

**Sit & Stitch**

06/23/2025 - 1:30pm

**Learn-to-Ride Bike Clinic**

06/23/2025 - 2:00pm

**Body Sulpt with Jules**

06/23/2025 - 6:00pm

**Development Review Board Panel B**

06/23/2025 - 6:30pm

**June is Transit Month**

06/24/2025 - 6:00am

**Ukulele Jam**

06/24/2025 - 9:30am

**Piecemakers Quilters**

06/24/2025 - 9:45am

**Intermediate English class**

06/24/2025 - 10:00am

Item 4.

**POSTPONED - ODHS Drop-In Assistance**

06/24/2025 - 10:00am

**101 Lecture Series-Long Term Care**

06/24/2025 - 10:30am

**Toddler & Baby Time**

06/24/2025 - 10:30am

**Toddler & Baby Time**

06/24/2025 - 11:15am

**Lunch at the Community Center**

06/24/2025 - 12:00pm

**Partners Bridge**

06/24/2025 - 12:30pm

**POSTPONED - ODHS Drop-In Assistance**

06/24/2025 - 1:00pm

**Virtual Reality Fitness**

06/24/2025 - 1:00pm

**Beginning Tai Chi-Session I**

06/24/2025 - 2:00pm

**Barre Tone with Jessica Norman**

06/24/2025 - 5:45pm

**Diversity, Equity and Inclusion Committee**

06/24/2025 - 6:00pm

**Soul Flow Yoga with Andrea-Session I**

06/24/2025 - 7:15pm

**June is Transit Month**

06/25/2025 - 6:00am

**Healthy Bones and Balance-Session II**

06/25/2025 - 8:30am

**Advance Healthy Bones and Balance-Session II**

06/25/2025 - 9:30am

Item 4.

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### Digital Photography Club

06/25/2025 - 10:00am

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### Stories & STEAM

06/25/2025 - 10:30am

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### Sit, Stand, and Be Fit

06/25/2025 - 11:00am

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### Walk at Lunch Adventures

06/25/2025 - 12:00pm

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### Lunch at the Community Center

06/25/2025 - 12:00pm

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### Stories & STEAM

06/25/2025 - 12:00pm

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### Book Club at the Community Center

06/25/2025 - 1:00pm

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### Pinochle/Cribbage

06/25/2025 - 1:00pm

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### Book Club at the Center

06/25/2025 - 1:00pm

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### TAB meeting

06/25/2025 - 2:00pm

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### Teen Event: Legend of Zelda Scavenger Hunt

06/25/2025 - 4:00pm

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### Core, Floor & More + Stretch

06/25/2025 - 6:00pm

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### Library Board

06/25/2025 - 6:30pm

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### June is Transit Month

06/26/2025 - 6:00am

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### I-5 Connection Chorus Group

06/26/2025 - 10:00am

Item 4.

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**Improving Your Bridge**

06/26/2025 - 10:00am

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**Thursday Fun Show: Creature Teacher**

06/26/2025 - 11:00am

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**Ladies Afternoon Out**

06/26/2025 - 1:00pm

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**Beginning Tai Chi-Session I**

06/26/2025 - 2:00pm

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**Wilsonville Farmers Market**

06/26/2025 - 4:00pm

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**DEI Speaker Series: Immigrant Heritage Month**

06/26/2025 - 6:00pm

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**June is Transit Month**

06/27/2025 - 6:00am

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**Healthy Bones and Balance-Session II**

06/27/2025 - 8:30am

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**Advance Healthy Bones and Balance-Session II**

06/27/2025 - 9:30am

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**WIC Pop-Up Clinic**

06/27/2025 - 10:00am

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**Conversational Spanish Group**

06/27/2025 - 10:30am

---

**Play Group**

06/27/2025 - 10:30am

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**Sit, Stand, and Be Fit**

06/27/2025 - 11:00am

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**Bridge Group Play**

06/27/2025 - 11:30am

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**Lunch at the Community Center**

06/27/2025 - 12:00pm

Item 4.

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### Mexican Train Dominoes

06/27/2025 - 1:00pm

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### WIC Pop-Up Clinic

06/27/2025 - 1:00pm

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« **Pride Month** (All day) 06/01/2025 (All day)

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« **Immigrant Heritage Month** (All day) 06/01/2025 (All day)

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### June is Transit Month

06/29/2025 - 6:00am

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### Intro to Stained Glass Assembly - Stained Glass Plant

06/29/2025 - 10:00am

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**Coyle Outside: Fish, Forage, Fire** 9:00am 06/30/2025 - 9:00am »

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**KidoKinetics - Flag Fun** 9:00am 06/30/2025 - 9:00am »

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### Healthy Bones and Balance-Session II

06/30/2025 - 8:30am

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### Advance Healthy Bones and Balance-Session II

06/30/2025 - 9:30am

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### Rent Well Lab

06/30/2025 - 10:00am

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### Sit, Stand, and Be Fit

06/30/2025 - 11:00am

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### Lunch at the Community Center

06/30/2025 - 12:00pm

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### Mexican Train Dominoes

06/30/2025 - 1:00pm

### Chicago Bridge

06/30/2025 - 1:00pm

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### Sit & Stitch

06/30/2025 - 1:30pm

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### Body Sulpt with Jules

06/30/2025 - 6:00pm

Item 4.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> June 16, 2025		<b>Subject: Resolution No. 3202</b> A Resolution of the City of Wilsonville Authorizing Procurement for Peer Support Services as a Pilot Project Pursuant to ORS 279B.075.  <b>Staff Member:</b> Amanda Guile-Hinman, City Attorney  <b>Department:</b> Legal	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 2: Public Safety, Strategy 2.6: Develop pilot program for contracted peer support specialist.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Whether to authorize procurement of peer support services as a pilot project pursuant to ORS 279B.075, and to further refine data to collect as part of pilot project.

## EXECUTIVE SUMMARY:

In furtherance of 2025-27 Council Goal 2: Public Safety, through Strategy 2.6: Develop a pilot program for contracted peer support specialist, the City is exploring a pilot project to fund a contracted peer support specialist from settlement proceeds received from national opioid litigation. This staff report addresses two remaining matters on this subject: (1) further feedback from Council on the data collected from community members who engage with the peer support specialist; and (2) Council authorization to move forward with procuring peer support services as a pilot project.

If Council is prepared to authorize the pilot project, staff recommends adopting Resolution No. 3202 (**Attachment 1**), which is part of the Consent Agenda. Council will not need to approve the specific contract because the procurement value is less than \$250,000, and thus, may be administratively approved under the City's public contracting regulations (*see*, WC [2.312](#)(1)(a)).

## I. BACKGROUND

Staff presented information regarding the opioid crisis and the City's receipt of funds relating to settlement of national opioid litigation in the prior staff report on this subject at the Council's May 19, 2025 meeting, which staff report is located beginning at page 118 of the May 19, 2025 Council packet located [here](#).

From the Council's discussion at the May 19, 2025 meeting, one item remained for further discussion – the data that will be collected from community members who engage with the peer support specialist. That discussion continues in Section II herein.

Otherwise, the only remaining item for staff to proceed with a one-year contract for a pilot project for peer support services is Council's authorization of the pilot project. This staff report discusses the pilot project authorization in Section III herein.

## II. DATA COLLECTION

In the May 19, 2025 staff report and Council meeting, staff provided an example of the reporting that Clackamas County requires under its contract with Mental Health and Addiction Association of Oregon (nka The Peer Company), which includes the following monthly reporting:

1. Referrals received for those at risk of an overdose or with a substance use disorder
2. For those referred to treatment and recover support services, the following information:
  - a. Type of treatment the individual is referred
  - b. Number of naloxone kits distributed/harm reduction supports provided
  - c. Individuals who received peer support
  - d. Individuals linked to housing
  - e. Individuals linked to primary or behavioral health care
  - f. Individuals linked to employment

Council asked for additional information regarding data that could be collected, and members of Council further expressed an interest in: (1) linkages between substance use disorders and/or mental health challenges and housing displacement; and (2) maternity data. Attached hereto as **Attachment 2** is a reporting template from The Peer Company of various information it can collect from individuals who utilize the peer support specialist's services, based on the prior feedback from Council and the reporting that Clackamas County receives.

The reporting template will be generated from The Peer Company's referral forms and further information provided by the peer support specialist for each individual referred. For example, through the referral form, The Peer Company will collect information from individuals, such as whether they have mental health challenges, substance use disorder, or co-occurring concerns, and whether they are unhoused, to then be able to report the percentages of individuals within different categories (i.e., experiencing mental health challenges and unhoused, experiencing mental health challenges and has housing, etc.). The Peer Company will be able to analyze data collected from the referrals to provide further information regarding items (1) and (2), among other data reporting.

### III. PROCUREMENT FOR PILOT PROJECT

Staff recommends proceeding with the contract for peer support services as a pilot project for a few reasons. First, these services are new to the City. The City does not directly employ behavioral health professionals and thus, generally relies on the expertise of Clackamas County employees. City staff does not know the level of success and scale of such services within only Wilsonville, as opposed to the entire County. A one-year pilot project will allow time to better understand the capabilities of such a program without significant City commitment that would be required as part of a longer-term contract.

Second, as part of this year-long project, City staff will be tracking the demand for these services, whether these services should continue, and if so whether they should continue under City administration or as part of partnership with Clackamas County and/or surrounding cities. Thus, the pilot project allows for adjustments to be made to the scope of work before engaging in a competitive procurement process that may include a multi-year contract.

Third, efforts to secure future funding are underway, but the availability of continued funding is not yet certain. As mentioned in the May 19, 2025, staff report, although the City will continue to receive opioid settlement funds over the next several years, the funds are not sufficient to fully fund this program if the Council desires to continue the program beyond the first fiscal year. Staff has started exploring other funding sources if Council will want to continue the program, including:

- Contacting representatives of the State who administer the State opioid settlement funds regarding possible grant opportunities
- Contacting nearby jurisdictions about an agreement for shared peer support services

- Utilizing federal funds granted to SMART for security measures, which SMART staff has confirmed with the Federal Transit Administration would be an acceptable use of the funds

Staff's goal for seeking continued funding is to limit any needs placed on the General Fund for these services.

Finally, in reviewing the various peer support services with which Clackamas County contracts, The Peer Company has peer support specialists experienced in both mental health and substance use assistance and offers 1:1 services (as opposed to peer support groups). The City must utilize a contracted service that offers substance use peer support because the current funding source for this pilot project is the City's opioid settlement funds.

Pursuant to ORS 279B.075, the City Council, as the Contract Review Board for the City, may determine that goods and services may be procured from one source if the goods or services are for use in a pilot project. Resolution No. 3202 (Attachment 1) provides the written determination required by ORS 279B.075.

As stated above, if Council adopts Resolution No. 3202, staff may execute a contract with The Peer Company administratively, since the contract value is within the \$250,000 administrative limit.

#### **EXPECTED RESULTS:**

Based on feedback from local non-profit service providers and the City-contracted Clackamas County Mental Health Specialist, staff anticipates that a locally based peer support specialist will offer services that supplement and aid other services currently available in the community.

#### **TIMELINE:**

If Resolution No. 3202 is adopted, City staff will finalize a contract with The Peer Company and include a requirement for data collection desired by Council. Thereafter, The Peer Company will undertake a recruitment process and has indicated that a City representative may be involved in interviews, which City staff would recommend that City-contracted Clackamas County Mental Health Specialist Brenda Evans participate, if available.

City staff has identified that the peer support specialist could have space in ParkTech – where Wilsonville Community Sharing is located – for meetings with individuals. Wilsonville Community Sharing is supportive of this.

#### **CURRENT YEAR BUDGET IMPACTS:**

Opioid settlement funds will be utilized for the one-year pilot project. As indicated above, staff is actively seeking other funding sources for future years.

#### **COMMUNITY INVOLVEMENT PROCESS:**

As detailed in the May 19, 2025 staff report, staff engaged with several organizations, including service providers, County staff, the school district, and emergency services, to consider how to

use the opioid settlement funds in the most impactful manner. This item was also identified as a strategy in the 2025-27 City Council Goals that were adopted at the May 5, 2025 Council meeting.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

A peer support specialist can positively impact community members' experiences by assisting individuals who are experiencing mental health and/or substance use challenges, and walking with them in engaging in support services.

**ALTERNATIVES:**

Staff can further explore other uses of opioid settlement funds and could also contract with Clackamas County for the County to expend the City's opioid settlement funds on behalf of the City. Furthermore, Clackamas County has contracts for several different types of peer and family support services. Information regarding the contracted services can be found at:

<https://www.clackamas.us/behavioralhealth/support.html>

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3202
2. Draft Data Collection – The Peer Company

**RESOLUTION NO. 3202****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING PROCUREMENT FOR PEER SUPPORT SERVICES AS A PILOT PROJECT PURSUANT TO ORS 279B.075.**

WHEREAS, the City of Wilsonville ("City") receives funds from several settlements of national lawsuits concerning the manufacture and sale of prescription opioids, and is required to use the settlement funds towards opioid abuse prevention, treatment, and/or education; and

WHEREAS, funds must be used pursuant to the terms of the settlements within five (5) years of receipt; and

WHEREAS, as the City contemplated how to spend its opioid settlement funds, at the direction of the City Council, a group of interested parties met over the course of approximately one year to explore different options that would meet one or more of the allowed expenditures; and

WHEREAS, based on the recommendations from interested parties and information provided by Mental Health and Addiction Association of Oregon (nka The Peer Company), the City identified contracting for mental health and substance use peer support services as a means of meet the approved uses listed in the opioid settlements; and

WHEREAS, such peer support services can complement and support, rather than duplicate, services currently provided by the City-contracted Clackamas County Mental Health Specialist; and

WHEREAS, for reasons stated in the Staff Report accompanying this Resolution, pursuing peer support services from The Peer Company as a one-year pilot project, as allowed under ORS 279B.075, is reasonable and appropriate.

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

Section 1. Findings. The above recitals and the Staff Report accompanying this Resolution are hereby adopted as the Findings of the City Council, acting as the local Contract Review Board, that procurement for peer support services with The Peer Company as a pilot project is appropriate pursuant to ORS 279B.075.

Section 2. Determination. The City Council, acting as the local Contract Review Board, hereby authorizes procurement for peer support services through The Peer Company (fka Mental Health and Additional Association of Oregon) as a pilot project pursuant to ORS 279B.075.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of June, 2025, and filed with the Wilsonville City Recorder this date.

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Shawn O'Neil, Mayor

ATTEST:

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Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Dunwell

Councilor Shevlin



## Wilsonville Program Template

**Reporting Period:**

**Report Submitted:**

### 1. Referrals to the Program:

- a. Total number of individuals referred this quarter:
- b. Number of referrals for individuals with co-occurring mental health and substance use concerns:
- c. Number of referrals for individuals with substance use only:
- d. Referrals from Wilsonville Police Department and Clackamas County Sheriff's Office:
- e. Referrals from Wilsonville City staff:
- f. Referrals from Wilsonville Community Sharing or Heart of the City:
- g. Were there any "inappropriate" referrals, why and where were they sent?

### 2. Individuals Served:

- a. Total Unique Individuals:
- b. New Individuals:

### 3. Demographic Data:

- a. Age
  1. 18-24:
  2. 25-54:
  3. 55+:
- b. Race/Ethnicity
  1. Native American/American Indian/Alaskan Native:
  2. Asian:
  3. Black/African-American:
  4. Hispanic, Latino/a/x, or Spanish origin:
  5. Native Hawaiian or other Pacific Islander:

6. White:
7. Other Race Not Listed:
8. Prefer Not to Answer or Unknown:

c. Gender

1. Women:
2. Men:
3. Non-binary individuals:
4. Individuals in these groups who self-identify as transgender:

d. Housing Status

1. Stably Housed:
2. Unstable Housing:
3. Experiencing Houselessness:

e. Family Status:

f. Income Level:

1. \$0
2. \$1 - \$9,999:
3. \$10,000 - \$19,000:
4. \$20,000 - \$29,000:
5. \$30,000 - \$39,000:
6. \$40,000 - \$49,000:
7. \$50,000+:

**4. Referrals facilitated by type:**

- a. Detox/Withdrawal Management:
- b. Inpatient SUDS Treatment:
- c. Outpatient SUDS Treatment:
- d. Housing:
- e. Employment:
- f. Primary Healthcare:
- g. Mental or Behavioral Healthcare:

**5. Harm Reduction**

- a. Number of interactions where naloxone kits were distributed:
- b. Number of interactions where harm reduction support was provided

### **Mid-Services Assessment**

- 6. Total assessments completed:
- 7. What percentage of individuals receiving PSS from your program this quarter felt that their overall wellness (whole health) has improved with PSS?
- 8. What percentage of individuals receiving peer support from your program this quarter felt that their quality of life has improved with peer support?
- 9. What percentage of individuals receiving PSS from your program this quarter had an increase in natural supports?
- 10. What percentage of individuals receiving PSS from your program this quarter felt accepted in their community?
- 11. What percentage of individuals receiving PSS from your program this quarter reported they would have returned to a higher level of care if not for PSS?
- 12. If individuals DID return to a higher level of care, what sort of higher level of care did they access?
- 13. How many families served by your program this quarter were involved with DHS/Child Welfare in some way?
- 14. How many families served by your program this quarter were involved with Juvenile Justice or Oregon Youth Authority in some way?
- 15. How many individuals served by your program this quarter were involved with the adult court systems in some way?
- 16. How many individuals served by your program this quarter were involved with the Mental Health system in some way?

### **Success Stories:**



## CITY COUNCIL MINUTES

June 02, 2025, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

### CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, June 2, 2025. The Mayor called the meeting to order at 7:00 p.m., followed by the roll call and the Pledge of Allegiance.

### PRESENT

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

### STAFF PRESENT

Amanda Guile-Hinman, City Attorney  
 Bill Evans, Communications & Marketing Manager  
 Bryan Cosgrove, City Manager  
 Dan Pauly, Planning Manager  
 Dwight Brashear, Transit Director  
 Erika Valentine, Arts & Culture Program Coordinator  
 Jeanna Troha, Assistant City Manager  
 Katherine Smith, Assistant Finance Director  
 Keith Katko, Finance Director  
 Kelsey Lewis, Grants & Programs Manager  
 Kimberly Rybold, Senior Planner  
 Kimberly Veliz, City Recorder  
 Matt Lorenzen, Economic Development Manager  
 Zach Weigel, City Engineer  
 Zoe Mombert, Assistant to the City Manager

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

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

Motion made by Councilor Berry Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

## MAYOR'S BUSINESS

### 4. Upcoming Meetings

#### National Coalition of Cities, Counties, and Transit Agencies Federal Lawsuit

- The City of Wilsonville joined a National Coalition of Cities, Counties, and Transit Agencies Federal Lawsuit against the Trump Administration.
- At stake are millions in federal grants that support vital services, including public transit and homelessness assistance.
- The lawsuit, filed in the U.S. District Court for the Western District of Washington, challenges new conditions added by the Department of Housing and Urban Development (HUD) and the Department of Transportation (DOT).

#### Pride Month

- Pride Month commemorates a legacy of resilience and the progress of civil rights for all members of our community.
- In 1999, President Bill Clinton marked the anniversary of the Stonewall riots as Gay and Lesbian Pride Month.
- The City’s Diversity, Equity and Inclusion Committee and the Arts, Culture and Heritage Commission to host Pride Celebration & Mural Reception at Town Center Park on June 7, 2025.

#### Immigrant Heritage Month

- Immigrant Heritage month was launched in 2014 to celebrate immigrants and their contributions to the United States.
- Wilsonville embraces the rich diversity and cultural contributions of immigrants who have made our city vibrant and dynamic.
- Wilsonville’s history includes immigrants from Germany seeking to escape the Revolutions of 1848 and later the Wars of Unification in the 1860s.

#### Boeckman Bridge Ribbon-Cutting & Opening

- The ceremony for the new bridge which provides a safer route for drivers and pedestrians occurred on May 20, 2025.

### Elka Bee's Ribbon-Cutting

- Chamber of Commerce the ribbon-cutting event at the newly opened Elka Bee's restaurant in Town Center Shopping Center was May 21, 2025.

### Metropolitan Mayors Consortium

- May 22, 2025, Metropolitan Mayors Consortium meeting a report was given by Congressman Earl Blumenauer and the director of the Portland Institute for Metropolitan Studies, and how this organization could help local governments.
- Also discussed were several bills at the legislature, which is now in the wind-down phase of the legislative session.

### Southeast Washington County Mayor's Lunch

- May 23, 2025, Lunch meeting was hosted by Tualatin Mayor Frank Bubenik and attended by Washington County Commissioner Jason Snyder, along with the Mayors of Sherwood, Durham, and King City.
- It was noted that while the cities vary quite a bit, all share many common issues. The cities also share state legislators, including the State Representative and State Senator.
- Former Representative Courtney Neron Misslin has now assumed the position of State Senator for Senate District 13, which was formerly held by Senator Aaron Woods who passed away in April 2025.

### Memorial Day Remembrance Ceremony

- On May 26, 2025, the Mayor and Council President attended the Memorial Day Remembrance Ceremony hosted by the leaders of the Korean War Memorial Foundation of Oregon.

### Congresswoman Salinas Tour

- On May 28, 2025, the City hosted Congresswoman Andrea Salinas and Congresswoman Suzanne Bonamici for a Congressional Field Hearing on Mental Health Issues.
- Afterwards, Congresswoman Salinas and the Mayor toured several small local businesses with Chamber of Commerce Executive Director Kevin O'Malley, Chamber Board of Director Member Patrick Donaldson, and City Economic Development Manager Matt Lorenzen.
- The walking tour and meeting with small business owners provided an opportunity to highlight local businesses and the City's economic development efforts.

### Oregon Tech IDEAfest

- Oregon Tech welcomed community members to attend the college's IDEAfest on June 4, 2025.
- This annual event provided an opportunity for juniors, seniors, and graduate students to present their capstone, research, thesis, and other class projects.

### City Council Meeting

- Next City Council meeting scheduled for Monday, June 16, 2025.

## COMMUNICATIONS

### 5. heARTs of Wilsonville: Many Cultures, One Heart Public Art Project Update

Erika Valentine, Arts & Culture Program Coordinator, showed PowerPoint which has been added to the record. It was explained that the heARTs of Wilsonville: Many Cultures, One Heart Public Art Project was funded through a Wilsonville Metro Community Enhancement Grant and involved ten fiberglass hearts painted by local artists. The Arts & Culture Program Coordinator detailed the project budget, artist selection process, and installation of the hearts throughout the City of Wilsonville.

It was noted that the project had received positive feedback from the community. Additionally, it was mentioned that some hearts may be auctioned in the future to help fund upcoming arts programs.

The Mayor and Council President shared they too had heard positive feedback on the project and expressed appreciation for the project.

## CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

The following individuals provided public comments:

- Susan Reep
- Bill Bagnall

## COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

### 6. Council President Berry

Council President Berry read aloud the 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."*

Council President Berry explained how the City Council worked to accomplish its mission through thoughtful planning, community input, and transparent communication.

The Council President then reported on the following items:

- Boeckman Bridge Ribbon-Cutting & Opening on May 20, 2025
- DEI Speaker Series - Celebrating Jewish American Heritage Month on May 20, 2025
- Clackamas County Cities Association (CCA) Dinner on May 22, 2025
- Memorial Day Remembrance Ceremony on May 26, 2025
- Red Cross Wildfire Presentation on June 3, 2025
- Tourism Promotion Committee Meeting on June 4, 2025
- Oregon Tech IDEAFest on June 4, 2025

In closing the Council President commented on the City's budget process, praised the Finance Department's work in consistently receiving awards for the budget presentation.

#### 7. Councilor Dunwell

Councilor Dunwell had no comments in the interest of time.

#### 8. Councilor Cunningham

Councilor Cunningham participated in a ride-along, noted it was a busier night with some domestic violence arrests.

The Councilor also attended a Wilsonville High School baseball game where the team continued their undefeated streak.

Lastly, the Councilor mentioned community efforts to address concerns about RVs parked in the Safeway parking lot.

#### 9. Councilor Shevlin

Councilor Shevlin reported on the following items:

- Boeckman Bridge Ribbon-Cutting & Opening on May 20, 2025
- French Prairie Forum Meeting on May 21, 2025
- Clackamas County Coordinating Committee (C4) Meeting on June 5, 2025
- Pride Celebration & Mural Reception on June 7, 2025

Lastly, Councilor Shevlin reported she continued to have ongoing meetings with community members to discuss their ideas and concerns.

### **CONSENT AGENDA**

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

**10. Resolution No. 3196**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With VSS International, Inc For The Fiscal Year (FY) 2026 Slurry Seal Project (Capital Improvement Project 4014).

11. Minutes of the May 5, 2025, City Council Meeting.

12. Minutes of the May 19, 2025, City Council Meeting.

**Motion:** Moved to approve the Consent Agenda.

Motion made by Councilor Berry Seconded by Councilor Cunningham.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

**NEW BUSINESS**

There was none.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

The City Attorney read the title of Ordinance No. 898 and Resolution No. 3203 into the record.

The Mayor provided the public hearing format for Ordinance No. 898 and Resolution No. 3203 and opened the public hearing on both at 7:49 p.m.

Kimberly Rybold, Senior Planner along with consultants Nicole Underwood and Beth Goodman presented the PowerPoint, which has been made a part of the record.

Councilor Dunwell, Chair of the Housing Our Future Task Force, expressed support for Ordinance No. 898 and Resolution No. 3203. The Councilor clarified that the state of Oregon mandates cities to undertake this exercise, which was conducted with the assistance of the Department of Land Conservation and Development (DLCD), who participated in most meetings. Through collaborative discussions, compromises on suitable language and requirements were reached. Councilor Dunwell extended appreciation to the staff and consultants for their dedicated efforts.

The following individual spoke in support of Ordinance No. 898 and Resolution No. 3203:

- Garet Prior

The Mayor invited additional speakers, seeing none he closed the public hearing at 8:14 p.m.

The Mayor then requested a motion for Ordinance No. 898 on first reading.

**13. Ordinance No. 898**

An Ordinance Of The City Of Wilsonville Adopting The 2025-2045 Housing Needs And Capacity Analysis As A Sub-Element Of The Comprehensive Plan And Related Comprehensive Plan Text Amendments.

**Motion:** Moved to adopt Ordinance No. 898 on first reading.

Motion made by Councilor Berry Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

Next the Mayor requested a motion on Resolution No. 3203.

**14. Resolution No. 3203**

A Resolution Of The City Of Wilsonville Adopting The Housing Production Strategy.

**Motion:** Moved to adopt Resolution No. 3203.

Motion made by Councilor Berry Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

The City Attorney read the title of Resolution Nos. 3198, 3199, and 3200 into the record.

The Mayor provided the public hearing format for Resolution Nos. 3198, 3199, and 3200 and opened the public hearing on both at 8:18 p.m.

Katherine Smith, Assistant Finance Director; Keith Katko, Finance Director and Dwight Brashear, Transit Director, provided a presentation, which has been made a part of the record.

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

The following individuals spoke in support of Resolution Nos. 3198, 3199, and 3200:

Garet Prior	Roger Fontes	Tim Knapp	Tristan Roland
Julie Fitzgerald	Synthea Russell	Jeff Zundel	Miranda Dunn
Steve VanWechel	Chris Heydemann		

The following individuals spoke in opposition to Resolution Nos. 3198, 3199, and 3200:

Christopher Daniel	Michiko Walton	Doris Wehler	Kate Johnson
Michele Seal	Robert Miller	Raymon Naclerio	Paul Fruin
Jeff Hight			

**Motion:** Moved to extend the City Council meeting till 11:00 p.m. for an additional sixty minutes past 10:00 p.m. with a five-minute break from 9:55 p.m. till 10:00 p.m.

Motion made by Councilor Dunwell Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

The Mayor recessed the City Council meeting at 9:55 p.m.

The Mayor called the meeting back to order at 10:02 p.m.

Public testimony resumed after the break.

The Mayor invited additional speakers, seeing none he closed the public hearing at 10:17 p.m.

The Mayor then requested a motion for Resolution No. 3198.

**15. Resolution No. 3198**

A Resolution Declaring The City’s Eligibility To Receive State Shared Revenues.

**Motion:** Moved to approve Resolution No. 3198.

Motion made by Councilor Berry Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

The Mayor then requested a motion for Resolution No. 3199.

**16. Resolution No. 3199**

A Resolution Declaring The City's Election To Receive State Shared Revenues.

**Motion:** Moved to approve Resolution No. 3199.

Motion made by Councilor Berry Seconded by Councilor Cunningham.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

The Mayor requested a motion for Resolution No. 3200.

**17. Resolution No. 3200**

A Resolution Of The City Of Wilsonville Adopting The Budget, Making Appropriations, Declaring The Ad Valorem Tax Levy, And Classifying The Levy As Provided By ORS 310.060(2) For Fiscal Year 2025-26.

**Main Motion:** Moved to approve the fiscal year 2025-2026 proposed budget, in the total amount of \$228,927,800 (two hundred twenty-eight million, nine hundred twenty-seven thousand, eight hundred dollars); and levying the full amount of the city general tax rate of \$2.5206. (two dollars and fifty-two zero six cents).

Main motion made by Councilor Berry Seconded by Councilor Shevlin.

**Amended Motion:** Moved to amend the fiscal year 2025-2026 budget by reducing Transportation Department SMART Transit FTE allocation by four Transit Drivers and two Customer Service Representatives and to revise the total budget amount to \$228,435,036.

Amended motion made by Councilor Cunningham Seconded by Councilor Dunwell.

Councilor Cunningham detailed concerns about crime linked to the proposed SMART bus route to Clackamas Town Center, highlighting high crime rates in that area compared to Wilsonville. The Councilor reasoned the route could increase crime in Wilsonville, citing insufficient public input and demand based on survey results. Moreover, Councilor Cunningham questioned the transparency of the route decision and its reflection of community opinion.

Councilor Dunwell expressed support for the amended motion while voicing safety concerns about the Clackamas Town Center route of the SMART transit system. The Councilor's reservations were based on personal experience, prompting a reassessment of the route's implications.

Those in support of the original motion emphasized that decisions should not be based on unfounded fears but on data and long-term planning goals. They argued that the regional infrastructure needs, community support, and partnerships that would benefit from the route should not be overlooked.

**Amended Motion Voting Yea:**

Councilor Dunwell, Councilor Cunningham

**Amended Motion Voting Nay:**

Mayor O’Neil, Council President Berry, Councilor Shevlin

**Amended Motion Vote:** Motion failed 2-3.

The Council then resumed discussion on the main motion to approve the fiscal year 2025-2026 proposed budget, in the total amount of \$228,927,800 (two hundred twenty-eight million, nine hundred twenty-seven thousand, eight hundred dollars); and levying the full amount of the city general tax rate of \$2.5206. (two dollars and fifty-two zero six cents).

The Mayor provided comments on the budget, which were also submitted in writing and added to the record.

Councilor Cunningham made a point of order; therefore, the Mayor rephrased his statement.

Councilor Dunwell emphasized the need to set aside political motivations and opinions, advocating for civic engagement and respectful dialogue. She called for unity among Councilors and stakeholders advocating for a thorough examination of safety concerns. The Councilor reported that her stance was driven by personal experience and community feedback for the well-being of Wilsonville residents.

Councilor Cunningham acknowledged past voting outcomes, emphasized the need to factor in resident perspectives regarding transparency and public input. The Councilor clarified his stance was not politically driven but anchored in ensuring citizen representation, highlighting that surveys did not show explicit resident support for the proposed transit to Clackamas Town Center. While supportive of the broader SMART system, Councilor Cunningham voiced concerns about this route.

**Main Motion Voting Yea:**

Mayor O’Neil, Council President Berry, Councilor Shevlin

**Main Motion Voting Nay:**

Councilor Dunwell, Councilor Cunningham

**Main Motion Vote:** Main motion carried 3-2.

The City Attorney read the title of Resolution No. 3201 into the record.

The Mayor provided the public hearing format for Resolution No. 3201 and opened the public hearing on both at 10:45 p.m.

Katherine Smith, Assistant Finance Director; and Keith Katko, Finance Director, provided a presentation, which has been made a part of the record.

The Mayor invited public testimony, seeing none he closed the public hearing at 10:48 p.m.

The Mayor then requested a motion for Resolution No. 3201.

**18. Resolution No. 3201**

A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2024-25.

**Motion:** Moved to adopt Resolution No. 3201.

Motion made by Councilor Berry Seconded by Councilor Shevlin.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

**CITY MANAGER'S BUSINESS**

There was none.

**LEGAL BUSINESS**

There was none.

**ADJOURN**

The Mayor adjourned the City Council meeting at 10:49 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Shawn O'Neil, Mayor



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> June 16, 2025		<b>Subject: Ordinance No. 898 – 2<sup>nd</sup> Reading</b> Housing Our Future: Housing Needs and Capacity Analysis and Housing Production Strategy  <b>Staff Member:</b> Kimberly Rybold, AICP, Senior Planner  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: June 2, 2025 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: June 2, 2025 <input checked="" type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: June 16, 2025 <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded  <input type="checkbox"/> Not Applicable	
		<b>Comments:</b> During a public hearing on May 14, 2025, Planning Commission unanimously recommended adoption of the Housing Needs and Capacity Analysis and associated Comprehensive Plan text amendments.	
<b>Staff Recommendation:</b> Adoption of the City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis as a sub-element of the Comprehensive Plan and related Comprehensive Plan text amendments.			
<b>Recommended Language for Motion:</b> I move to adopt Ordinance No. 898 on second reading.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Comprehensive Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

City Council will consider a recommendation from the Planning Commission to adopt the City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis as a sub-element of the Comprehensive Plan and related Comprehensive Plan text amendments.

## **EXECUTIVE SUMMARY:**

The purpose of the Housing Our Future project is to analyze Wilsonville's housing capacity and need followed by creating strategies to meet housing needs. The City's last Housing Needs Analysis was adopted in 2014. Since that time the City has taken several follow-up actions related to housing including completing Town Center and Frog Pond master plans and adopting the Equitable Housing Strategic Plan. This project builds on these past housing initiatives and newly adopted policies. The project is required for continued compliance with Statewide Planning Goal 10 (Housing) under House Bill 2003 adopted by the Oregon legislature in 2019.

The project includes two primary work products – the Housing Needs and Capacity Analysis (HNCA) and the Housing Production Strategy (HPS). The HNCA identifies unmet housing need in Wilsonville over the next 20 years, focusing on issues related to land need, as well as demographic change and housing affordability (Attachment 1, Exhibit A). Using the recommended actions of the 2020 Equitable Housing Strategic Plan (EHSP) as a starting point, the HPS includes actions that Wilsonville can take to help address the unmet housing needs. City Council adopted the HPS by Resolution No. 3203 on June 2, 2025, concurrent with the first reading of this Ordinance.

Based on an assessment of the City's buildable residential land and forecasted future household growth, the HNCA concludes that Wilsonville has sufficient land to accommodate household growth over the next 20 years. However, ongoing affordability challenges indicate that Wilsonville will need a wider range of housing price points than currently available, including income-restricted housing and other housing types such as accessory dwelling units, townhouses, duplexes, triplexes, quadplexes, and multifamily buildings with five or more units. Implementation of the actions within the HPS will help meet these needs.

Incorporating feedback from Planning Commission and City Council work sessions held in April, the final HNCA includes the following refinements:

- Edits to the Executive Summary to incorporate information on the percentage of renter households and the impact on median household income relative to the surrounding area
- Grammatical edits for clarity

Minor Comprehensive Plan text amendments will reflect the HNCA and HPS as the City's guiding documents for housing planning and compliance with Statewide Planning Goal 10 – Housing (Attachment 1, Exhibit B). The Findings Report demonstrates how the HNCA and Comprehensive Plan text amendments comply with applicable City, Metro, and State policies and regulations (Attachment 1, Exhibit C).

## **EXPECTED RESULTS:**

Adoption of Ordinance No. 898, adopting the City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis as a sub-element of the Comprehensive Plan and related Comprehensive Plan text amendments.

**TIMELINE:**

The HNCA and related Comprehensive Plan text amendments will be in effect 30 days after ordinance adoption on second reading, which is scheduled for June 16, 2025. The HPS went into effect upon adoption of the resolution on June 2, 2025. Implementation of HPS actions will occur over the course of the next six years, with a mid-cycle progress report due to Department of Land Conservation and Development (DLCD) at the end of 2028.

**CURRENT YEAR BUDGET IMPACTS:**

A portion of City staff time in fiscal year (FY) 2024-25 is funded by a \$40,000 DLCD grant. Phase 3 consultant costs are funded directly by DLCD for a total estimated project cost of \$115,000. Additional project outreach costs of approximately \$10,000 are funded by the Planning Division's professional services budget.

**COMMUNITY INVOLVEMENT PROCESS:**

The Housing Our Future project has been guided by an inclusive public outreach process. Engagement included creation of a project task force, participation in a variety of public events, interviews, distribution of a housing conversation guide, and engagement through *Let's Talk, Wilsonville!* Outreach has been focused on engaging those most impacted by the high costs of housing, particularly those who are typically underrepresented in these conversations. A summary of the project's outreach was included in Appendix C of the HPS.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

As a result of this project, the City has a clearer understanding of housing needs for the next 20 years and confirmed there is sufficient land area for the City to accommodate these needs. Creation of a HPS allowed the City to assess progress in implementing recommendations contained within the 2020 Equitable Housing Strategic Plan and prioritize additional actions the City can undertake to meet future housing needs of the community. Pursuit of strategies resulting from this project will continue Wilsonville's efforts to make housing more affordable and attainable for City residents and employees, helping ensure Wilsonville has housing opportunities for different household compositions, ages, abilities, and income ranges.

**ALTERNATIVES:**

Through consultation with the City Council and Planning Commission, the project team considered and evaluated numerous alternatives to support the City's future housing needs as identified in the HNCA. City Council can adopt the HNCA and Comprehensive Text Amendments as presented, adopt with amendments, or continue the public hearing. The DLCD grant funds consultant and staff time for the project through mid-June; therefore, any staff and consultant time required for continuation of the public hearing would be at the City's expense.

**ATTACHMENTS:**

1. Ordinance No. 898
  - A. [City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis – May 2025](#)
  - B. [Housing Our Future Comprehensive Plan Text Amendments – May 2025](#)
  - C. [Findings Report](#)
  - D. [Planning Commission Resolution No. LP25-0001 and Record](#)

**ORDINANCE NO. 898****AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING THE 2025-2045 HOUSING NEEDS AND CAPACITY ANALYSIS AS A SUB-ELEMENT OF THE COMPREHENSIVE PLAN AND RELATED COMPREHENSIVE PLAN TEXT AMENDMENTS.**

WHEREAS, Oregon law requires that state, regional, and local governments plan for housing needs for the people of the state; and

WHEREAS, the City of Wilsonville last undertook a Housing Needs Analysis in 2014, adopting the Wilsonville Residential Land Study as a sub-element of the Comprehensive Plan; and

WHEREAS, the City implemented the study's recommendations to support forecasted housing needs, including concept planning and Urban Growth Boundary expansion in Frog Pond East and South, adoption of the Town Center Plan, adoption of clear and objective residential development standards, and establishment of an Annual Housing Report; and

WHEREAS, the City continues to support development of a variety of housing types and price points through implementation of actions in the 2020 Equitable Housing Strategic Plan; and

WHEREAS, in 2019 the Oregon Legislature adopted House Bill 2003, establishing new requirements for cities throughout Oregon regarding Housing Needs Analyses and directing the Oregon Land Conservation and Development Commission to establish a schedule for cities to adopt new or updated Housing Capacity Analyses and Housing Production Strategies; and

WHEREAS, the City must adopt its Housing Needs and Capacity Analysis (HNCA) and Housing Production Strategy (HPS) no later than December 31, 2025; and

WHEREAS, the City refers to the combined project for an updated HNCA and HPS as "Housing Our Future"; and

WHEREAS, the HNCA identifies unmet housing need in Wilsonville over the next 20 years, focusing on issues related to land need, as well as demographic change and housing affordability; and

WHEREAS, the HNCA will replace the 2014 Wilsonville Residential Land Study as a sub-element of the Comprehensive Plan that is as part of the Comprehensive Plan, with full regulatory status as other elements of the Plan; and

WHEREAS, Comprehensive Plan text amendments are needed to reflect the replacement of the 2014 Wilsonville Residential Land Study with the 2025-2045 HNCA as the City's guiding document for housing planning; and

WHEREAS, the City will consider adoption of the HPS by resolution concurrently with this ordinance; and

WHEREAS, the adoption of the HNCA and HPS will result in continued compliance of the Wilsonville Comprehensive Plan with Statewide Planning Goal 10 – Housing; and

WHEREAS, to gather public input, the project team conducted interviews with local service providers, non-profits, and educational institutions to further inform the City's understanding of unmet housing needs, particularly among low- to middle-income households, the Latino population, immigrants and refugees, people with disabilities, people experiencing homelessness, seniors, and college students; and

WHEREAS, the City used a combination of online surveys, polls, and open houses, along with in-person community events and a community-led Housing Conversation Guide to gather additional input on housing needs and possible strategies; and

WHEREAS, a project Task Force composed of people involved in housing development and other non-profit service providers working in the Wilsonville community reviewed the results of this outreach and the HNCA, providing input on the development of the HPS; and

WHEREAS, the Planning Commission held four public work sessions, the City Council held seven public work sessions, and the Planning Commission and City Council held one joint work session for the Housing Our Future project, to review and provide input on the HNCA and HPS; and

WHEREAS, interested parties have been afforded the opportunity to participate and inform the development of the HNCA and HPS; and

WHEREAS, required notice of a public hearing has been provided to a list of interested parties and interested agencies, published in the *Wilsonville Spokesman*, posted on the City's website, and posted in a variety of public areas in City buildings, all in accordance with the public hearing and notice procedures that are set forth in Sections 4.012 and 4.198 of the Wilsonville Code; and

WHEREAS, following the timely mailing, posting, and publication of the required notice, the Planning Commission conducted a public hearing on May 14, 2025, to review the proposed HNCA, HPS, and Comprehensive Plan text amendments, and to gather additional testimony and evidence regarding the proposed amendments, and thereafter deliberated and voted to approve Resolution No. LP25-0001 recommending adoption to the City Council; and

WHEREAS, a copy of the record of the aforementioned Planning Commission action and recommendation is marked Exhibit D, attached hereto and incorporated by reference herein; and

WHEREAS, following the Planning Commission public hearing, the Planning Director forwarded the recommended Comprehensive Plan amendments onto the City Council, along with a Staff Report and attachments, in accordance with the public hearing and notice procedures that are set forth in Sections 4.008, 4.012 and 4.198 of the Wilsonville Code; and,

WHEREAS, the City Council, after public hearing notices advertised in printed media, emailed, and posted in several locations throughout the City and on the City website, held a public hearing on June 2, 2025, to review the HNCA and Comprehensive Plan text amendments, and to gather additional evidence and testimony regarding the proposed actions; and

WHEREAS, the City Council afforded all interested parties an opportunity to be heard on the subject and has entered all available evidence and testimony into the public record of its proceeding; and

WHEREAS, the City Council duly considered the Planning Commission recommendation and all the exhibits and testimony introduced and offered by all interested parties.

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

Section 1. Findings. The above-recited findings are adopted and incorporated herein, including the findings attached hereto as Exhibit C, and the findings and conclusions of Resolution No. LP25-0001, its staff report, and public record attached hereto as Exhibit D and incorporated herein. The City Council further finds and concludes that the adoption of the HNCA and Comprehensive Plan text amendments is necessary for the good of the public of the municipality as described in Exhibit D.

Section 2. The City Council hereby adopts the HNCA as a sub-element of the City of Wilsonville Comprehensive Plan, attached hereto as Exhibit A.

Section 3. The Comprehensive Plan is hereby amended as shown in Exhibit B.

Section 4. The City Recorder is hereby directed to prepare final formatting to make sure such style and conforming changes match the format and style of the Wilsonville Comprehensive Plan.

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

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 2<sup>nd</sup> day of June, 2025, and scheduled the second reading on June 16, 2025, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

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Kimberly Veliz, MMC, City Recorder

ENACTED by the City Council on the 16<sup>th</sup> day of June, 2025, by the following votes:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 16<sup>th</sup> day of June, 2025.

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Shawn O'Neil, Mayor

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

- A. [City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis – May 2025](#)
- B. [Housing Our Future Comprehensive Plan Text Amendments – May 2025](#)
- C. [Findings Report](#)
- D. [Planning Commission Resolution No. LP25-0001 and Record](#)



## **Proclamation Designating July 2025 as Park and Recreation Month**

WHEREAS, parks and recreation programs are an integral part of communities throughout the country, including the City of Wilsonville; and

WHEREAS, parks and recreation are vitally important to establishing and maintaining the quality of life in our communities; and

WHEREAS, parks and recreation programs build and maintain healthy, active communities; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, the attraction and retention of businesses, and increased tourism; and

WHEREAS, community recreation programs at parks and recreation facilities provide children a safe refuge and place to play; and

WHEREAS, parks and natural recreation areas are fundamental to the environmental well-being and ecological beauty of our community; and

WHEREAS, our parks and natural recreation areas provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, parks and recreation facilities reduce fuel costs and commute times by providing places close to home to relax, exercise, and reduce stress; and

WHEREAS, the City of Wilsonville recognizes the benefits derived from parks and recreation resources:

NOW THEREFORE, I, Shawn O'Neil, Mayor of Wilsonville do hereby declare July as Park and Recreation Month in the City of Wilsonville and encourage all citizens to visit our local parks and participate in our community's park and recreation programs.

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Shawn O'Neil, Mayor  
Dated: June 16, 2025

**Proclamation**  
***Pollinator Week***  
**June 16-22, 2025**

**WHEREAS**, pollinators, such as thousands of species of bees, are essential partners in producing much of our food supply; and

**WHEREAS**, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

**WHEREAS**, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

**WHEREAS**, the City manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

**WHEREAS**, the City provides recommendations to residents and property owners regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

**WHEREAS**, in August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate; and

**WHEREAS**, Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with healthy habitat; and

**WHEREAS**, Bee City USA corresponds with many of the existing “Bee Stewards” program initiatives, such as creating pollinator habitat, developing an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.

**NOW, THEREFORE, the Wilsonville City Council proclaims June 16-22, 2025, as: “POLLINATOR WEEK”**

**IN WITNESS WHEREOF**, We set our hands and cause the seal of the City of Wilsonville to be affixed this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
**Mayor Shawn O’Neil**

\_\_\_\_\_  
**Council President Caroline Berry**

\_\_\_\_\_  
**Councilor Katie Dunwell**

\_\_\_\_\_  
**Councilor Anne Shevlin**

\_\_\_\_\_  
**Councilor Adam Cunningham**



# Monthly Report

## Building Division

### Navigating the Permit Process: A Pathway to Successful Construction Projects

Permitting is a crucial step in the construction process, ensuring compliance with safety standards and building codes.

#### Understanding the Permit Process:

- The permit process is more than just paperwork. It's a vital checkpoint in the construction journey. Here's an overview:
- **Application Submission:** It all begins with submitting a complete application that details the proposed construction. Accuracy and thoroughness in the application are key to avoiding delays.
- **Plan Review:** Our team meticulously reviews the plans to ensure compliance with building codes, zoning regulations, and safety standards. This step is essential to identify potential issues before construction begins.
- **Permit Issuance:** Once the plans are approved, the permit is issued, allowing the construction project to commence. This document signifies that the proposed work meets the necessary requirements.
- **Inspections:** Throughout the construction phase, inspections are conducted to verify that the work is being executed as per the approved plans and meets safety standards.
- **Final Approval:** After successful inspections, the project receives final approval, indicating that it aligns with the approved plans and complies with building codes.

#### Significance of Building Permits:

Building permits serve several critical purposes:

- **Safety and Compliance:** Permits ensure that construction meets safety standards, safeguarding the well-being of occupants and preserving property values.
- **Quality Control:** Compliance with building codes and regulations guarantees quality construction, protecting against potential hazards.
- **Community Development:** Permitted construction contributes to planned community growth, aligning with zoning ordinances and development guidelines.

**Building Permit Application**  
P: 503-682-4890 • Secure Fax Line 503-682-1010  
Online Inspection Request www.ci.wilsonville.or.us • 24 Hr Inspection IVR Line: 503-682-4159

23779 SW Town Center Loop East  
Wilsonville, OR 97070

<b>Type of work</b> <input type="checkbox"/> New construction <input type="checkbox"/> Additional alteration/replacement <input type="checkbox"/> Demolition <input type="checkbox"/> Other:		<b>Office Use Only</b> Permit no.: <b>Required Data: One and Two Family Dwelling</b> Permit fees: are based on the value of the work performed. Indicate the value (rounded to the nearest dollar) of all equipment, materials, labor, overhead, and the profit for the work indicated on this application.	
<b>Category of construction</b> <input type="checkbox"/> 1 & 2 family dwelling <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Accessory building <input type="checkbox"/> Multifamily <input type="checkbox"/> Master builder <input type="checkbox"/> Other:		Number of bedrooms: Number of bathrooms: Total number of floors:	
<b>Job site information and location</b> Job address: City/State/Zip: WILSONVILLE, OR 97070 Suite/bldg./apt. no.: Project name: Lot No.:		New dwelling area: square feet Garage/carport area: square feet Covered porch area: square feet Deck area: square feet Other structure area: square feet	
<b>Description of Work</b>			
<b>List all known deferred submittals associated to this project</b>			
<b>Owner</b> Name: Phone: Address: City/State/Zip: E-mail:		Existing building area: square feet New building area: square feet Number of stories: Type of construction: Occupancy group:	
<b>Contractor</b> Business name: Address: City/State/Zip: Phone: E-mail: CCB Lic. no. Exp. Date: City Business/Metro License No. Exp. Date:		Existing: New: New Impervious: Fire Sprinkler System? <input type="checkbox"/> Yes <input type="checkbox"/> No New Water Meter: Domestic: Irrigation:	
<b>Applicant</b> Business name: Contact name: Address: City/State/Zip: Phone:		<b>Statement of Fact:</b> I certify that the facts and information set forth in this application are true and complete to the best of my knowledge. I understand that any falsification, misrepresentation or omission of fact (whether intentional or not) in this application or any other required document, as well as any misleading statement or omission, may be cause for revocation of permit and/or certificate of occupancy, regardless of how or when discovered. I acknowledge that work related to this Building Permit Application may be subject to regulations governing the handling, removal and/or disposal of asbestos and/or lead-based paint. (10/19/15)	
<b>Owner / Applicant Signature</b> Authorized signature: _____ Print name: _____ Date: _____ This permit application will expire if a permit is not obtained within 180 days after it has been accepted as complete.		<b>Building Permit Fees</b> Please refer to fee schedule Fees due upon application: Amount received: Date received:	

## Economic Development Division

### Growing Bioscience

With the arrival of Twist Bioscience in 2022, the City of Wilsonville became a focal point for the bioscience industry in the State of Oregon. As such, staff has engaged with the Oregon Bioscience Association, who originally brought the Twist lead to the metro area in 2020. They continue to be a good partner. Staff works with them to attract additional bioscience companies to the State and region. Staff attended a workgroup Oregon Bio convened to strategize and discuss how we can grow this industry further, together. Other attendees included industry leaders, consultants, Business Oregon, Greater Portland Inc, and the City of Hillsboro.



### Westside Economic Alliance (WEA) Presentation

On May 1, staff presented on the topic of Basalt Creek, before the WEA Land Use and Housing Committee. The presentation, prepared by Associate Planner Cindy Luxhoj, highlighted the genesis of this planning area, from the time it was brought into the urban growth boundary (UGB), through the concept planning phase that happened in the years and months leading up to 2018, when the Basalt Creek Concept Plan was adopted. Further, the presentation highlighted the City's ongoing planning work for this area, as well as the challenges and opportunities for economic development that exist here.

### OEDA Finance Class

On May 2nd, Economic Development Manager (EDM), Matt Lorenzen, helped present at a professional development seminar hosted by the Oregon Economic Development Association (OEDA) in Salem. EDM presented specifically on the topic of Tax Increment Finance, but the class theme was Economic Development Finance broadly. Attendees are working toward their OCED (Oregon Certified Economic Developer) certification. EDM does not hold this certification; rather, he holds the CECD (Certified Economic Developer) credential, through the International Economic Development Council (IEDC) and acts as the Co-Chair of the OEDA Tax Increment Finance Committee.



### Wilsonville Industrial Land Readiness TAC Meeting

On May 6, together with Planning staff, EDM held a kick-off meeting for the Technical Advisory Committee (TAC) that will be providing input regarding the City's WILR (Wilsonville Industrial Land Readiness) project and more specifically, the Economic Opportunities Analysis and Economic Development Strategy components. The meeting was well-attended and engagement was high. Our second meeting will be in June. Recommendations from this group will be brought to the Planning Commission and City Council later this year.

## Economic Development Division

### AFC Industries Moves to Wilsonville

AFC Industries is a distributor of fasteners (nuts and bolts) and engineered components for OEM Manufacturers, Utilities, Distributors, and users of C-Class components. They are leasing roughly half of the recently completed Grahams Ferry Industrial Center, located between Garden Acres Road and Grahams Ferry, just south of Day Road. On May 9, Community Development staff held a short meeting with AFC to welcome them to the City and discuss the permitting process and timeline associated with their tenant improvement project.



### Budget Committee

EDM assisted with the presentation of the Community Development Department budget at the second Budget Committee meeting on May 13. There were a few questions about the development pipeline and the vacancy rates in the City. It was noted that the commercial vacancy rate is higher than the industrial vacancy rate, which is relatively low, historically, and as compared to the region and metro submarket at 2.5%.

### Siemens Real Estate

Siemens, a global technology company specializing in industrial automation, digitalization, and smart infrastructure, acquired Mentor Graphics in 2017, including the real estate holdings on and near the Mentor campus on Boeckman Road. On May 14, EDM met with Siemens real estate managers to discuss their future goals and plans with their properties. Planning and engineering staff attended as well. This in-person meeting was the first time the City has engaged proactively with Siemens since the Mentor acquisition. Siemens is a massive, global organization, and making this connection has been challenging, but staff was pleased with this initial meeting, and looks forward to a fruitful ongoing relationship.

### Government Affairs Interviews

On May 16, EDM participated on the staff panel that interviewed 8 candidates for the Government Affairs Manager position being vacated by veteran employee, Mark Ottenad. Mark's work has had significant intersection with the economic development division, in advancing state legislation and public relations pieces that support infrastructure funding, industrial land development, and related efforts. EDM was pleased to sit on the panel and provide input. There were great, qualified candidates. The City will be in good hands with its next Government Affairs staff person.

### Elka Bee's Grand Opening

Mayor Shawn O'Neil provided remarks and a message of Welcome to Elka Bee's, Wilsonville's newest bakery and café, located next to Safeway on Wilsonville Road, at their grand opening celebration, hosted by the Chamber of Commerce on May 21. EDM was also in attendance and supported the planning and execution of the event. Elka Bee's owner, Sylvia Hartman, reports that the community reception of her business has been exceptional, and she has far exceeded her revenue forecast for this first month in business. She is happy to be in Wilsonville.



## Economic Development Division

### Small Cities Consortium Meeting

Staff attended the quarterly Small Cities Consortium (SCC) meeting, organized by Greater Portland Inc. (GPI). The following cities were also in attendance: Tualatin, Sherwood, Scappoose, Lake Oswego, Milwaukie, and Forest Grove.

The presentation from GPI and the Oregon Employment Department had a few takeaways:

- Greater Portland is ranked #18 in the nation for exports. This is down from #10 in 2021, but still strong.
- Leading exports are computers and electronics (Intel), Transportation Equipment (Daimler, Vigor), Agriculture, and Machinery
- Federal tariffs have caused a near stall for Foreign Direct Investment (FDI)—international companies growing into the US.
- Some domestic firms are exploring re-shoring operations, but there is so much uncertainty, it still leaves most in paralysis, because no one knows what changes will come tomorrow.
- The unemployment rate is slightly up last quarter in Oregon, but still below “normal.”
- Greater Portland indicated they were working with several promising leads, and they announced several recent “wins,” including a semiconductor supply chain company, a Food R&D company, and a manufacturer of fuses for electric vehicles and other high tech.

There will be a familiarization tour with 25 site selectors from Deloitte October 15-17. Wilsonville may be a destination on this regional tour, and will certainly be invited to participate in some capacity, at a minimum.

### Oregon City Business Alliance Luncheon – Urban Renewal

Oregon City has struggled to effectuate their urban renewal plans, largely due to political opposition. On May 27, the Oregon City Business Alliance invited staff from Hood River, Tualatin (formerly Lake Oswego staff), and Wilsonville, together with consultant Elaine Howard, to present to their membership at a luncheon event on urban renewal success stories and best practices from around the State. EDM presented case studies from Wilsonville, as well as his former employer, Estacada. It was an honor to represent Wilsonville and discuss how urban renewal can be used as an effective economic development tool.

### Rep. Andrea Salinas Visits Wilsonville Small Businesses

On May 28, the Mayor hosted Representative Andrea Salinas on a tour of three Wilsonville Small Businesses—Theia Technologies, San Francisco Tienda Mexicana, and Elka Bee's. EDM helped organize the tour, which was limited to Town Center due to tight time constraints. It was an enjoyable and educational tour. We learned how federal policies are impacting the smallest of businesses. It is great to have an advocate in Washington DC staying close to her 6th District constituents in Wilsonville!



## Engineering Division, Capital Projects

### **2024 Street Maintenance (4014/4118/4725)**

The 2024 Street Maintenance Project completed rehabilitation of three sections of roadway: Bailey Street east of Boones Ferry Road, Boones Ferry Road between Wilsonville Road and Bailey Street, and Boberg Road between Boeckman Road and Barber Street. Rehabilitation of these streets included 15 pedestrian ramps and 10 pedestrian signal push buttons that have been upgraded to meet current accessibility standards. Punchlist items are still being resolved prior to final payment. Staff expects that this project will be completed by July 2025.

### **2025-2028 Street Maintenance (4014)**

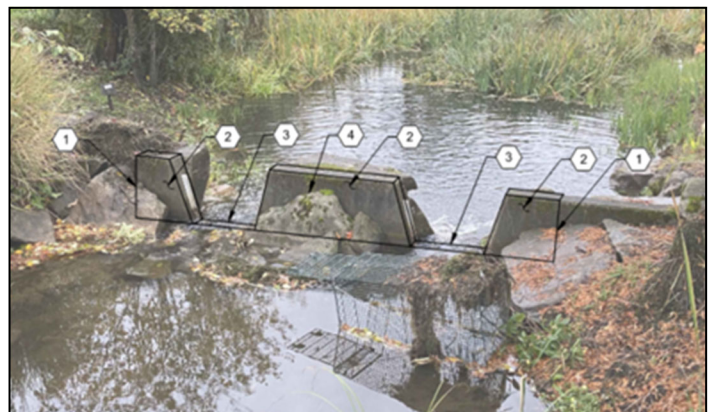
In 2024, City Council approved signing a contract with Century West Engineering for the design of road rehabilitations in Fiscal Years 2026 through 2028. Century West is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

- 2026
  - ◊ Parkway Center Avenue to Town Center Loop East, Parkway Center Court to Town Center Park
  - ◊ Grahams Ferry Road from Cahalin Road to Day Road
- 2027
  - ◊ Boones Ferry Road from Boeckman Road to Ridder Road
  - ◊ Nike Drive from 95th Avenue to Boones Ferry Road
  - ◊ Ridder Road from 95th Avenue to Boones Ferry Road
- 2028
  - ◊ Chantilly to and from Willamette Way East
  - ◊ McKenzie Court cul-de-sac to cul-de-sac
  - ◊ Parkway Center Drive from Elligsen Road to Burns Way
  - ◊ Sun Place from Best Western to Parkway Avenue

Additionally, in spring 2025, the Villebois neighborhood will receive crack sealing where needed, and these same areas will receive slurry sealing in the summer of 2025. Crack sealing and slurry sealing are quick and cost effective measures that will help to extend the life of the road.

### **Boeckman Creek Flow Mitigation (7068)**

This project will look at storm water flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge. 60% plans are under review. Property acquisition is underway with purchase offers recently presented to property owners. Bidding is expected in the winter.



A flow weir structure shown above will need modified as a part of the project.

## Engineering Division, Capital Projects

### **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. Field investigations of the original area are finished, however, it was determined additional field investigations are needed to complete the routing study. Capital improvement project (CIP) 7054, Gesellschaft Water Well Channel Restoration, will also be brought into this project to minimize City design and construction costs. Investigative work on the west side of the Wilsonville Bridge at Boeckman Creek is completed. Preliminary design iterations are complete, and several workable solutions have been identified to meet all project needs. A public open house was held on September 11 to seek input on the design to refine the layout. Results of the feedback were generally positive. 30% plans have been reviewed and 60% plans are being developed. City staff is reviewing impacts to the existing trail and providing guidance for revisions using previous public comments.

### **Brown Road Improvements Project (1148)**

The Brown Road Improvement Project provides upgrades that bring Brown Road in closer alignment with current City standards for urban roads. The section of roadway to be upgraded extends from Wilsonville Road to Evergreen Drive. Anticipated upgrades improve connectivity by adding bike lanes, sidewalks, and provide better and safer access to adjacent neighborhoods. Surveying, geotechnical explorations, transportation studies, and a tree inventory are currently in progress at the project site. The consultant team delivered the 60% design to the City in May of 2025, and the City is currently reviewing the 60% design. A third Community Open House is being planned for summer to present updated designs and concepts with the community and any other interested partners. The City anticipates construction will begin in spring of 2026 and will be completed by the end of 2026.

### **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 now complete with design. Property acquisitions are advancing, and very nearly complete. This project has been divided into several guaranteed maximum price (GMP) packages.

#### **GMP 1: Temporary Traffic Signal at Stafford Road and 65th Avenue**

Complete!

#### **GMP 2: Meridian Creek Culverts, House Demo**

Complete!

#### **GMP 3: Bridge, Roundabout, and Road Widening**

- Sewer Sewer installation, utility undergrounding, paving, striping, sidewalks are complete!
  - ◊ Minor repairs and corrections are being completed



Minor patching remains on the bridge.

## Engineering Division, Capital Projects

### **Boeckman Road Corridor Project (4212/4206/4205/2102/7065), continued**

- Bridge construction is nearly complete. Minor patching remains as well as the remaining custom panels are delayed and will be installed in June or July. The bridge opened on May 21 for traffic, however, lane closures and delays are expected.
- Trail Construction from Boeckman under the bridge is nearly complete.
- Roundabout construction continues with repairs to defective work underway.



A shotcrete "rock face" wall is being installed at the east side of the trail under the bridge (left). The shotcrete is hand carved to resemble a rock face (right). The test panel is 6 feet tall.

- The entire project is expected to be complete in fall 2025.

### **West Side Level B Reservoir and Transmission Main (1149)**

This project includes design and construction of a new 3-million-gallon water reservoir just west of City limits, along with approximately 3500 feet of 24-inch transmission main in Tooze Road connecting to the City water system. City Council awarded the construction contract to Tapani, Inc. in June 2024. Construction began in July 2024 and is scheduled for completion in the summer/fall of 2025.

Completed Major Elements: Mass grading of the site, concrete foundation, floor, wall, roof installation, concrete pre-stressing, and transmission main installation.

Tank construction and pre-stressing were completed in March, with transmission main testing occurred in May, followed by disinfection of the reservoir. Final testing and commissioning of the new reservoir is scheduled for summer of 2025.

The Tooze Road transmission main installation is complete, except for the connection to the existing City water main, which will occur in June. Final paving of Tooze Road is scheduled for June, followed by tank commissioning and fencing/landscaping of the reservoir site.



Tank wrapping for concrete cure

## Engineering Division, Capital Projects

### Water Treatment Plant (WTP) Expansion to 20 MGD (1144)

This project expands the water treatment plant capacity to 20 million gallons per day to support water demands in the City and Sherwood. Construction began in June 2022, with completion expected in the fall of 2025. The majority of work is complete, including testing, commissioning, and troubleshooting of new equipment.

Completed Major Elements: Larger pumps, electrical equipment, and generator, seismic improvements, and replacement of portions of the treatment process. Remaining work includes conversion of the former generator room into storage/workshop space in May and installation of an electrical transformer in the fall of 2025, after which the project will be complete.

### Willamette Water Supply Program 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 planned for 2025. 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 and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on 95th Avenue from Boeckman Road to Ridder Road has been completed and restoration of the sidewalk and curb and gutter on the east side of the road is ongoing. Permanent concrete road panel restoration of 95th Avenue began in April 2025 and will extend through the end of the year. Temporary traffic control during restoration will require detours and one-way travel to accommodate construction activities. Pipe install on Ridder Road west of 95th Avenue is anticipated to begin in May 2025, and will require a full road closure during construction for at least seven (7) months.



## Engineering Division, Private Development

### Residential Construction Activities

#### *Canyon Creek South Phase 3*

The contractor continues to work on punchlist items for closeout. The City continues to await submittal of construction drawings for the open space improvements. The project is being purchased by a new contractor who will finish the improvements.

#### *Frog Pond West*

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Crossing, Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, and Frog Pond Vista subdivisions is ongoing.

- Frog Pond Cottage Park Place, Phase I, a 12-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Ridgecrest subdivision, has submitted plans for infrastructure construction review. Construction is anticipated to commence in spring 2025.
- Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road, has started infrastructure construction. Infrastructure is anticipated to be completed in early 2026.
- Construction has started again at Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road.
- Frog Pond Ridgecrest, a 54-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Terrace subdivision, has started infrastructure construction. Infrastructure construction is anticipated to be completed in early 2026.



Looking east from Boeckman Creek toward Stafford Road. Frog Pond Overlook is in the forefront, Frog Pond Vista, Oaks and Crossing are further east.



Improvements on the right side of the picture are from the Frog Pond Terrace subdivision. The undeveloped property on the left side of the picture will be the Frog Pond Ridgecrest subdivision.

## Natural Resources Division

### Earth Day Event – Our Power, Our Planet

In conjunction with Wilsonville Environmental Resources Keepers (WERK) Day, the City celebrated an Earth Day Event on May 10 at the Stein-Boozier Barn. The exhibitors focused on renewable energies, climate literacy, and what individuals can do to reduce their carbon footprint. The event included family friendly activities, prizes, and refreshments. Eighty participants attended the celebration, which included twelve exhibitors providing information about city programs, city partners, energy sector private businesses and non-profit entities.



## Planning Division, Current

### **Administrative Land Use Decisions Issued**

- 10 Type A Tree Permits
- 7 Type B Tree Permits
- 1 Class 1 Administrative Review
- 1 Class 1 Sign Permit

### **Construction Permit Review, Development Inspections, and Project Management**

In May, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- CIS Office Building at Wilsonville Road and Kinsman Road
- Frog Pond Primary School
- Industrial development on Day Road and Garden Acres Road
- New PGE substation on Parkway Avenue north of Boeckman Road
- Residential subdivisions in Frog Pond West

### **Development Review Board (DRB)**

DRB Panel A did not meet in May.

DRB Panel B did not meet in May.

### **DRB Projects Under Review**

During May, Planning staff actively worked on the following projects in preparation for public hearings before the Development Review Board:

- Modular offices at Republic Services
- Sign Waiver and Site Design Review for Parkworks campus sign and graphics

## Planning Division, Long Range

### **Climate Friendly and Equitable Communities (CFEC) Parking Compliance**

On March 10, 2022, Governor Kate Brown issued Executive Order 20-04, directing state agencies to reduce climate pollution, now known as the Climate Friendly and Equitable Communities (CFEC) program. Among the CFEC requirements is parking reform to remove or substantially reform minimum parking requirements in local government codes based on the State's findings that minimum parking requirements overproduce parking leading to, among other things, inefficient land use, less walkability, and more pollution from driving. In May, the project team held a work session with the Planning Commission and otherwise prepared for adoption of the proposed Development Code amendments in June.

### **Housing Our Future**

This multi-year project analyzed Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. This builds upon previous work, including the 2014 Housing Needs Analysis and 2020 Equitable Housing Strategic Plan. In May, the Planning Commission held a public hearing on the project, recommending City Council adoption of the Housing Needs and Capacity Analysis, related Comprehensive Plan text amendments, and the Housing Production Strategy. The City Council public hearing will be held on June 2.

## Planning Division, Long Range

### **Legislative Session Involvement**

The 2025 legislative session continues to be busy for bills related to land use and housing. Planning staff continues to track various bills, participate in coordinating meetings with the League of Oregon Cities and the Governor's Office, and support the preparation of City comments and testimony for various bills under consideration. Planning Director Miranda Bateschell participated in the State Oregon Housing Needs Analysis Rulemaking Advisory Committee (RAC). This phase of the RAC is focused on housing capacity rules and safe harbors for cities when developing their Housing Production Strategies, which need to be adopted by the end of the year by the Land Conservation and Development Commission.

### **Oregon White Oak Response Coordination and Leadership**

In May, 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 (OWO) trees.

### **Planning Commission**

The Planning Commission convened on May 14 for a public hearing and two work sessions. During the public hearing, the Commission recommended that the City Council approve the Housing Needs and Capacity Analysis and the Housing Production Strategy. In the first work session, the Commission provided feedback on the proposed Craft Industrial Zone. This new zoning designation is intended to address the unique characteristics of Craft Industrial land use within the Basalt Creek industrial area, with potential applicability in other parts of the city. The second work session focused on the Climate Friendly and Equitable Communities (CFEC) Parking Compliance and Standards Reform project. Commissioners provided final recommendations on draft amendments to the Development Code.

### **Wilsonville Industrial Land Readiness (WILR) Project**

The Wilsonville Industrial Land Readiness project combines a focused economic and development potential analysis of the Basalt Creek Concept Plan on the northwest edge of the City with a City-wide Economic Opportunities Analysis and Economic Development Strategy to inform long-range job growth and planning efforts. In May, consultant work continued on the second City-wide phase of the project including convening of the first Technical Advisory Committee meeting. Planning Commission held a work session about potential language for a new Craft Industrial Zone tailored to the Craft Industrial land use in the Basalt Creek Concept Plan. City Council received an update on the work specific to Basalt Creek and will hear more about both project phases in the coming months.



# MAY Monthly Report

*FINANCE—The department where everyone counts*

- **BUDGET PRESENTATION:** Please let me know if you have any feedback or suggestions for changes to the budget presentation—either for at the Budget Committee or the Council Resolution.
- **GENERAL FUND:** As previously noted, the City's General Fund faces increasing strain due to rising operational costs, limited property tax growth, and aging infrastructure—especially in parks and public safety. To ensure long-term fiscal stability, the City is pursuing a **two-fold** strategy that balances sustainable new revenues with targeted cost-saving measures. Staff is working within this framework to guide upcoming discussions with Council.
  1. **Revenue Options:** Two potential revenue sources include a Parks Maintenance Fee or a voter-approved Local Option Levy. A Parks Maintenance Fee—charged monthly per household or equivalent unit (including multifamily, commercial, and industrial)—could fund park maintenance, public art, and urban forestry. Similar fees (\$5–\$22) are in place in Tigard, West Linn, Canby, and Tualatin. Alternatively, a Local Option Levy could support similar priorities through a property tax, as used in Tigard and Canby to supplement their permanent rates. A combined approach may ultimately be needed to ensure long-term General Fund stability.
  2. **Cost-Saving Initiatives:** The City's cost-saving efforts are focused on three key areas: enhancing operational efficiency, leveraging digital transformation, and managing resources sustainably.
    - A. Modernizing how residents interact with City Hall has been central to this strategy. Expanding digital access to services—available 24/7/365—has enhanced customer service standards and significantly reduced the need for in-person visits. In light of these advancements, the City is evaluating a shift from its current 45-hour walk-in customer service positioning with a 40-hour model. The adjustment would allow staff to better respond to growing digital service demands and improve overall efficiency.
    - B. The City's shift to digital-first operations has also helped reduce material, equipment, and energy costs. Phasing out redundant printers, outdated mailing systems, and underused office infrastructure cuts overhead. At the same time, energy-efficient upgrades—such as LED lighting and HVAC improvements lower utility expenses.
    - C. In addition, the City is reducing personnel costs through strategic attrition, preserving essential expertise and cross-training staff to ensure flexibility. This approach supports long-term goals while maintaining service quality.
- **UTILITY BILLING:** We've entered the final year of our current meter reading contract. Over the next year, we'll be evaluating our options: either continue with a similar contract or pivot to a hybrid model that positions us to upgrade to Advanced Metering Infrastructure (AMI). AMI would allow real-time access to meter data, enabling on-demand reads, remote service activation and shut-off, and quicker leak detection. These improvements could significantly enhance customer service, accelerate issue resolution, and free up staff time for other priorities.

That said, transitioning to AMI is a major investment. It would require upgrading meter registers, installing or leasing communication towers, purchasing new software, and possibly launching a new customer portal. This final contract extension provides us the time and flexibility to assess the benefits and costs of this potential shift and to plan carefully for the future of our metering system.

- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>110 - General Fund</b>				
Taxes	\$ 16,395,000	\$ 16,322,222	\$ 72,778	100%
Intergovernmental	3,299,090	3,095,874	203,216	94%
Licenses and permits	176,700	152,921	23,779	87%
Charges for services	439,822	416,130	23,692	95%
Fines and forfeitures	190,000	138,156	51,844	73%
Investment revenue	620,000	921,557	(301,557)	149%
Other revenues	704,070	158,620	545,450	23%
Transfers in	5,583,279	5,003,152	580,127	90%
<b>TOTAL REVENUES</b>	<b>\$ 27,407,961</b>	<b>\$ 26,208,632</b>	<b>\$ 1,199,329</b>	<b>96%</b>
Personnel services	\$ 13,336,720	\$ 10,155,042	\$ 3,181,678	76%
Materials and services	14,071,749	8,669,360	5,402,389	62%
Capital outlay	272,828	223,554	49,274	82%
Transfers out	11,906,770	6,776,141	5,130,629	57%
<b>TOTAL EXPENDITURES</b>	<b>\$ 39,588,067</b>	<b>\$ 25,824,096</b>	<b>\$ 13,763,971</b>	<b>65%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,781,890	\$ 1,484,910	\$ 296,980	83%
Investment revenue	27,000	48,642	(21,642)	180%
<b>TOTAL REVENUES</b>	<b>\$ 1,808,890</b>	<b>\$ 1,533,552</b>	<b>\$ 275,338</b>	<b>85%</b>
Personnel services	\$ 1,059,030	\$ 829,198	\$ 229,832	78%
Materials and services	823,040	545,503	277,537	66%
Capital outlay	257,000	212,949	44,051	83%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,139,070</b>	<b>\$ 1,587,650</b>	<b>\$ 551,420</b>	<b>74%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 939,000	\$ 1,312,407	\$ (373,407)	140%
Investment revenue	140,000	134,562	5,438	96%
<b>TOTAL REVENUES</b>	<b>\$ 1,079,000</b>	<b>\$ 1,446,969</b>	<b>\$ (367,969)</b>	<b>134%</b>
Personnel services	\$ 1,027,800	\$ 768,120	\$ 259,680	75%
Materials and services	201,036	166,021	35,015	83%
Transfers out	368,400	307,000	61,400	83%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,597,236</b>	<b>\$ 1,241,141</b>	<b>\$ 356,095</b>	<b>78%</b>
<b>231 - Community Development Fund</b>				
Licenses and permits	\$ 668,567	\$ 665,465	\$ 3,102	100%
Charges for services	443,006	231,590	211,416	52%
Intergovernmental	265,000	10,000	255,000	4%
Investment revenue	70,000	100,371	(30,371)	143%
Transfers in	4,048,900	3,292,109	756,791	81%
<b>TOTAL REVENUES</b>	<b>\$ 5,495,473</b>	<b>\$ 4,301,958</b>	<b>\$ 1,193,515</b>	<b>78%</b>
Personnel services	\$ 3,976,150	\$ 3,061,138	\$ 915,012	77%
Materials and services	755,100	396,278	358,822	52%
Transfers out	860,186	555,818	304,368	65%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,591,436</b>	<b>\$ 4,013,234</b>	<b>\$ 1,578,202</b>	<b>72%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,249,000	\$ 1,855,903	\$ 393,097	83%
Investment revenue	91,500	31,656	59,844	35%
Other revenues	-	1,063	(1,063)	-
<b>TOTAL REVENUES</b>	<b>\$ 2,340,500</b>	<b>\$ 1,888,622</b>	<b>\$ 451,878</b>	<b>81%</b>
Personnel services	\$ 590,870	\$ 371,301	\$ 219,569	63%
Materials and services	760,312	617,814	142,498	81%
Capital outlay	342,000	307,648	34,352	90%
Debt service	360,000	356,443	3,557	99%
Transfers out	1,578,693	617,100	961,593	39%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,631,875</b>	<b>\$ 2,270,306</b>	<b>\$ 1,361,569</b>	<b>63%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,585,000	\$ 2,324,047	\$ 260,953	90%
Investment revenue	89,000	154,007	(65,007)	173%
<b>TOTAL REVENUES</b>	<b>\$ 2,674,000</b>	<b>\$ 2,478,055</b>	<b>\$ 195,945</b>	<b>93%</b>
Transfers out	\$ 2,842,830	\$ 2,041,825	\$ 801,005	72%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,842,830</b>	<b>\$ 2,041,825</b>	<b>\$ 801,005</b>	<b>72%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 6,200,000	\$ 5,121,555	\$ 1,078,445	83%
Intergovernmental	3,683,000	3,670,441	12,559	100%
Charges for services	20,000	16,602	3,398	83%
Investment revenue	640,000	701,760	(61,760)	110%
Other revenues	21,000	59,584	(38,584)	284%
<b>TOTAL REVENUES</b>	<b>\$ 10,564,000</b>	<b>\$ 9,569,942</b>	<b>\$ 994,058</b>	<b>91%</b>
Personnel services	\$ 5,611,270	\$ 3,520,951	\$ 2,090,319	63%
Materials and services	2,909,951	2,118,837	791,114	73%
Capital outlay	2,030,000	1,368,332	661,668	67%
Transfers out	5,044,080	4,470,404	573,676	89%
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,595,301</b>	<b>\$ 11,478,524</b>	<b>\$ 4,116,777</b>	<b>74%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 10,263,900	\$ 8,657,808	\$ 1,606,092	84%
Investment revenue	800,000	700,480	99,520	88%
Other revenues	40,000	48,984	(8,984)	122%
<b>TOTAL REVENUES</b>	<b>\$ 11,103,900</b>	<b>\$ 9,407,272</b>	<b>\$ 1,696,628</b>	<b>85%</b>
Personnel services	\$ 716,720	\$ 342,493	\$ 374,228	48%
Materials and services	5,935,766	3,603,425	2,332,341	61%
Capital outlay	1,518,500	164,703	1,353,797	11%
Debt service	375,000	370,754	4,246	99%
Transfers out	10,711,214	6,506,755	4,204,459	61%
<b>TOTAL EXPENDITURES</b>	<b>\$ 19,257,200</b>	<b>\$ 10,988,129</b>	<b>\$ 8,269,071</b>	<b>57%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 7,787,000	\$ 6,544,684	\$ 1,242,316	84%
Investment revenue	420,000	460,589	(40,589)	110%
Other revenues	31,500	34,988	(3,488)	111%
<b>TOTAL REVENUES</b>	<b>\$ 8,238,500</b>	<b>\$ 7,040,261</b>	<b>\$ 1,198,239</b>	<b>85%</b>
Personnel services	\$ 481,890	\$ 260,009	\$ 221,881	54%
Materials and services	4,239,192	2,903,427	1,335,765	68%
Capital outlay	230,000	-	230,000	0%
Debt service	2,880,000	376,436	2,503,564	13%
Transfers out	4,016,532	2,176,306	1,840,226	54%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,847,614</b>	<b>\$ 5,716,178</b>	<b>\$ 6,131,436</b>	<b>48%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 544,500	\$ 467,994	\$ 76,506	86%
Investment revenue	30,000	45,085	(15,085)	150%
<b>TOTAL REVENUES</b>	<b>\$ 574,500</b>	<b>\$ 516,079</b>	<b>\$ 58,421</b>	<b>90%</b>
Materials and services	\$ 331,310	\$ 226,399	\$ 104,911	68%
Transfers out	1,220,939	510,581	710,358	42%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,552,249</b>	<b>\$ 736,980</b>	<b>\$ 815,269</b>	<b>47%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,527,500	\$ 2,994,004	\$ 533,496	85%
Investment revenue	230,000	241,665	(11,665)	105%
<b>TOTAL REVENUES</b>	<b>\$ 3,757,500</b>	<b>\$ 3,235,669</b>	<b>\$ 521,831</b>	<b>86%</b>
Personnel services	\$ 459,780	\$ 295,876	\$ 163,904	64%
Materials and services	852,592	525,014	327,578	62%
Debt service	842,000	836,423	5,577	99%
Transfers out	2,645,119	1,261,216	1,383,903	48%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,827,491</b>	<b>\$ 2,933,288</b>	<b>\$ 1,894,203</b>	<b>61%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>336 - Frog Pond Development</b>				
Licenses and permits	\$ 2,000,000	\$ 1,569,766	\$ 430,234	78%
Investment revenue	93,500	146,354	(52,854)	157%
<b>TOTAL REVENUES</b>	<b>\$ 2,093,500</b>	<b>\$ 1,716,120</b>	<b>\$ 377,380</b>	<b>82%</b>
Materials and services	\$ 32,560	\$ 2,597	\$ 29,963	8%
Transfers out	4,449,726	1,379,482	3,070,244	31%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,482,286</b>	<b>\$ 1,382,080</b>	<b>\$ 3,100,206</b>	<b>31%</b>
<b>348 - Washington County TDT</b>				
Washington County TDT	\$ -	\$ 311,156	\$ (311,156)	-
Investment revenue	34,000	84,610	(50,610)	249%
<b>TOTAL REVENUES</b>	<b>\$ 34,000</b>	<b>\$ 395,766</b>	<b>\$ (361,766)</b>	<b>1164%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 900,000	\$ 3,328,935	\$ (2,428,935)	370%
Investment revenue	242,500	410,630	(168,130)	169%
<b>TOTAL REVENUES</b>	<b>\$ 1,142,500</b>	<b>\$ 3,739,565</b>	<b>\$ (2,597,065)</b>	<b>327%</b>
Materials and services	\$ 38,820	\$ 12,382	\$ 26,438	32%
Transfers out	10,893,557	3,733,676	7,159,881	34%
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,932,377</b>	<b>\$ 3,746,058</b>	<b>\$ 7,186,319</b>	<b>34%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 825,000	\$ 643,586	\$ 181,414	78%
Investment revenue	43,500	90,854	(47,354)	209%
<b>TOTAL REVENUES</b>	<b>\$ 868,500</b>	<b>\$ 734,441</b>	<b>\$ 134,059</b>	<b>85%</b>
Materials and services	\$ 15,810	\$ 1,321	\$ 14,489	8%
Transfers out	1,348,447	419,654	928,793	31%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,364,257</b>	<b>\$ 420,975</b>	<b>\$ 943,282</b>	<b>31%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,000,000	\$ 1,396,229	\$ (396,229)	140%
Investment revenue	238,000	270,807	(32,807)	114%
<b>TOTAL REVENUES</b>	<b>\$ 1,238,000</b>	<b>\$ 1,667,036</b>	<b>\$ (429,036)</b>	<b>135%</b>
Materials and services	\$ 24,280	\$ 3,648	\$ 20,632	15%
Debt service	457,000	450,699	6,301	99%
Transfers out	9,262,103	5,719,918	3,542,185	62%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,743,383</b>	<b>\$ 6,174,265</b>	<b>\$ 3,569,118</b>	<b>63%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 550,000	\$ 611,527	\$ (61,527)	111%
Investment revenue	31,500	56,842	(25,342)	180%
<b>TOTAL REVENUES</b>	<b>\$ 581,500</b>	<b>\$ 668,369</b>	<b>\$ (86,869)</b>	<b>115%</b>
Materials and services	\$ 20,640	\$ 1,324	\$ 19,316	6%
Transfers out	1,917,994	385,753	1,532,241	20%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,938,634</b>	<b>\$ 387,078</b>	<b>\$ 1,551,556</b>	<b>20%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 200,000	\$ 470,080	\$ (270,080)	235%
Investment revenue	77,500	138,948	(61,448)	179%
<b>TOTAL REVENUES</b>	<b>\$ 277,500</b>	<b>\$ 609,029</b>	<b>\$ (331,529)</b>	<b>219%</b>
Materials and services	\$ 5,380	\$ 1,813	\$ 3,567	34%
Transfers out	922,104	247,982	674,122	27%
<b>TOTAL EXPENDITURES</b>	<b>\$ 927,484</b>	<b>\$ 249,796</b>	<b>\$ 677,688</b>	<b>27%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>805 - Year 2000 Capital Projects</b>				
Capital outlay	\$ 1,454,120	\$ 1,454,120	\$ 0	100%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,454,120</b>	<b>\$ 1,454,120</b>	<b>\$ 0</b>	<b>100%</b>
<b>810 - Westside Program Income</b>				
Investment revenue	\$ 5,000	\$ 5,202	\$ (202)	104%
<b>TOTAL REVENUES</b>	<b>\$ 5,000</b>	<b>\$ 5,202</b>	<b>\$ (202)</b>	<b>104%</b>
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 128,500	\$ 228,979	\$ (100,479)	178%
<b>TOTAL REVENUES</b>	<b>\$ 128,500</b>	<b>\$ 228,979</b>	<b>\$ (100,479)</b>	<b>178%</b>
Materials and services	\$ 223,808	\$ 119,946	\$ 103,863	54%
Capital outlay	2,227,681	266,981	1,960,700	12%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,451,489</b>	<b>\$ 386,926</b>	<b>\$ 2,064,563</b>	<b>16%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 2,500	\$ 16,156	\$ (13,656)	646%
Transfers in	500,000	-	500,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 502,500</b>	<b>\$ 16,156</b>	<b>\$ 486,344</b>	<b>3%</b>
Materials and services	\$ 136,004	\$ 113,670	\$ 22,334	84%
<b>TOTAL EXPENDITURES</b>	<b>\$ 136,004</b>	<b>\$ 113,670</b>	<b>\$ 22,334</b>	<b>84%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 748,000	\$ 657,383	\$ 90,617	88%
Investment revenue	6,000	18,609	(12,609)	310%
<b>TOTAL REVENUES</b>	<b>\$ 754,000</b>	<b>\$ 675,992</b>	<b>\$ 78,008</b>	<b>90%</b>
Debt service	\$ 782,000	\$ 139,198	\$ 642,802	18%
<b>TOTAL EXPENDITURES</b>	<b>\$ 782,000</b>	<b>\$ 139,198</b>	<b>\$ 642,802</b>	<b>18%</b>
<b>830 - Wilsonville Investment Now Program</b>				
Taxes	\$ 1,056,000	\$ 950,686	\$ 105,314	90%
<b>TOTAL REVENUES</b>	<b>\$ 1,056,000</b>	<b>\$ 952,186</b>	<b>\$ 103,814</b>	<b>90%</b>
Materials and services	\$ 1,056,000	\$ 88,000	\$ 968,000	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,056,000</b>	<b>\$ 88,000</b>	<b>\$ 968,000</b>	<b>8%</b>



*"For the Dreamers, For the Artists," one of ten large fiberglass hearts painted by local artists, arrived at the library in May.*

## From the Director

We had a lot to celebrate at the library in May. The City's public art project "heARTs of Wilsonville: Many Cultures, One Heart" arrived at the library with local muralist Addie Boswell's heart sculpture "For the Dreamers, For the Artists." This artwork aims to inspire creativity and encourage viewers to pursue their artistic aspirations, which is a wonderful message to have at the entrance to the library.

Also in May, Dolly Parton's Imagination Library achieved a remarkable milestone by making its resources available in every zip code in Oregon. During his tenure at the library, former Library Director Pat Duke initiated the adoption of Dolly Parton's Imagination Library in Oregon with a state-wide tour. Imagination Library is an important resource because it mails free, high-quality books to children from birth to age five that the children to keep forever. We're excited to see this valuable program expand throughout the state.

## Children's Services

### Return of the Jedi Goats

Star Wars fans of all ages celebrated Star Wars Day early at the library on Saturday, May 3, with Jedi training activities, crafts, and Jedi goats. Many attendees attended in costume, including Darth Vader!

### Creative Corner

Elementary-aged children with their grown ups got to garden at the library on Monday, May 5. Youth Services staff provided the materials for participants to create their own little patch of a garden.



*Young patrons completed a variety of activities for their "Jedi Training" at the library's Star Wars Day event.*

### UPCOMING:

- Summer Reading Program starts Sunday, June 1.
- Summer Reading Program Kick-off Event on Saturday, June 14, from 10am-2pm, with graphic novelist Aron Steinke giving a presentation about his life and writing process at 1pm.
- Stories & STEAM on Wednesdays at 10:30am and 12pm starts June 18.
- Thursday Fun Shows at 11am at Memorial Park starts June 25.



*The upcoming kick-off Teen Summer Reading Program event "Library After Dark: Five Nights at Freddy's" focuses on the popular video game and movie on Wednesday, June 18, from 8-11pm. This event was created by the Teen Advisory Board.*

## Teen Services

### Teen Afterschool Drop-in Activities

Every Wednesday afternoon from 3-6pm through May 14, teens dropped-in to the library's Teen Area for video games, movies, crafts, and snacks.

### UPCOMING:

- Teen Summer Reading Program starts Sunday, June 1.
- "Library After Dark: Five Nights at Freddy's" on Wednesday, June 18, from 8-11pm.
- "Legend of Zelda Scavenger Hunt" on Wednesday, June 25, from 4-6pm.

## Adult Services

### "Samurai in the Oregon Sky" documentary and Q&A with director

Local film director Ilana Sol-Pich attended the screening of her documentary *Samurai in the Oregon Sky* and answered questions from the audience afterward on May 1. Former Mayor Julie Fitzgerald attended and shared her family's history that ties into the documentary's story of WWII aerial bombings of southern Oregon.

### Final Book Notes Concert for the season

Northwest native Sean Gaskell returned for a performance of West African traditional songs on the kora, an ancient 21-stringed harp, on Saturday, May 10.

### UPCOMING:

- New weekly program "Sit & Stitch" starts Monday, June 2, at 1:30pm.
- Online "Profiles" program explores the works of five LGBTQ+ authors on Wednesday, June 4, at 11am
- Tabletop game night on Thursday, June 5, from 6-7:30pm.
- Speed Puzzling event on Thursday, June 12, from 6-7:30pm.



*Director Ilana Sol-Pich and former Mayor Julie Fitzgerald converse at the "Samurai in the Oregon Sky" screening.*



*The Wilsonville Historical Society's collection of stories and historic photos were featured in the lobby display cases in May.*

## Around the Library

### Historical Society display and book

The Wilsonville Historical Society was featured in May at the library. The lobby display contained pieces of Wilsonville history, and the art wall highlighted Wilsonville historic photos. The Wilsonville Historical Society has recently published a book, which is available to view at the library Adult Services desk.

### Increased check-out limit on Libby

Starting May 12, library patrons can now check out ten (10) items at a time on the Libby app. This is an increase from the former six (6) item limit.

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

MAY

				<div>1</div> <div>Samurai in the Oregon Sky with Director Ilana Sol-Pich 6pm</div> <div>Family Storytime 10:30am</div>	<div>2</div> <div>Play Group 10:30am-Noon</div> <div>WIC Pop-Up Clinic 10am-12pm 1-4pm</div> <div>First Friday Film Here (PG-13) 3pm</div>	<div>3</div> <div>Space Talks Touching the Atmosphere of the Sun 11am-12:30pm</div> <div>Return of the Jedi Goats 3-5pm</div>
<div>4</div>	<div>5</div> <div>Rent Well Lab 10am-1pm</div> <div>Creative Corner Let's get gardening! 2-3:30pm</div>	<div>6</div> <div>Intermediate ESL 10am</div> <div>Toddler &amp; Baby Time 10:30am &amp; 11:15am</div>	<div>7</div> <div>Family Storytime 10:30am</div> <div>Teen After School Drop-in 3-6pm</div>	<div>8</div> <div>Family Storytime 10:30am</div>	<div>9</div> <div>Play Group 10:30am-Noon</div> <div>WIC Pop-Up Clinic 10am-12pm 1-4pm</div>	<div>10</div> <div>Booknotes Concert Sean Gaskell 2-3pm</div>
<div>11</div>	<div>12</div> <div>Teen Advisory Board 4:30pm</div>	<div>13</div> <div>Intermediate ESL 10am</div> <div>Toddler &amp; Baby Time 10:30am &amp; 11:15am</div>	<div>14</div> <div>Family Storytime 10:30am</div> <div>STEAM Stuff 2:30pm</div> <div>Teen After School Drop-in 3-6pm</div>	<div>15</div> <div>Family Storytime 10:30am</div> <div>Book Walk Gap Creek by Robert Morgan 1pm</div>	<div>16</div> <div>Play Group 10:30am-Noon</div> <div>WIC Pop-Up Clinic 10am-12pm 1-4pm</div>	<div>17</div> <div>Spanish Storytime 1pm</div>
<div>18</div>	<div>19</div> <div>Rent Well Lab 10am-1pm</div> <div>Genealogy Club 1pm</div>	<div>20</div> <div>Intermediate ESL 10am</div>	<div>21</div>	<div>22</div>	<div>23</div> <div>WIC Pop-Up Clinic 10am-12pm 1-4pm</div> <div>Blood Drive 12:30-6pm</div>	<div>24</div>
<div>25</div>	<div>26</div> <div>Library Closed Memorial Day</div>	<div>27</div> <div>Intermediate ESL 10am</div>	<div>28</div>	<div>29</div>	<div>30</div>	<div>31</div> <div>Wilsonville High School Robotics Team 1-3pm</div>

8200 SW Wilsonville Road  
Wilsonville, OR 97070  
(503) 682-2744  
wilsonvillelibrary.org  
reference@wilsonvillelibrary.org

Hours

Monday - Thursday 10-8

Friday - Saturday 10-6

Sunday 1-6



WILSONVILLE

PUBLIC LIBRARY

133



## Parks and Recreation Report | May 2025

### Director's Report

On Saturday, May 10 we held our annual WERK day event. After a hearty omelet and pancake breakfast served with a smile by the Wilsonville Rotary Club, volunteers headed out into our parks to provide service. Participants had two projects to choose from. One was planting plants to enhance the pollinator area by the community garden and another was beautification in Murase Plaza. In addition to our human powered work force we also enlisted the help of a herd of goats and a llama to munch away at invasive species, which made for a nice goat petting opportunity for our volunteers. The weather was perfect for working outside which no doubt helped boost our attendance. We had roughly 100 volunteers for the event and we are grateful to all of them for helping to make Wilsonville Parks better.

Thank you to all the volunteers who came out for WERK Day!

-Kris Ammerman

## Recreation Updates

### STARS Summer Camp Training

The STARS camp completed their Red Cross First Aid, CPR, and AED training to prepare them to take care of campers this summer. Our STARS camp is coordinated by high school volunteers. The camp is free of charge and is intended for families on SNAP or government assistance. This will be our fourth year offering the STARS camp to the community.

The camp still has openings available for this season's session taking place June 16-18 from 9am-3pm. Registration is online at: [wilsonvilleoregon.gov/register](http://wilsonvilleoregon.gov/register)



### Japanese Cooking Class

The Kitakata Sister City Advisory Board presented a Japanese cooking class for free. The Instructor and Chef Jane Hashimawari taught participants how to make their very own hiyashi chuka ramen. Students made their own bowl of ramen and went home with a copy of the recipe. The class was so successful we ended up opening it up for a second session! There were many smiles and bowls filled with yummy food.



## Community Center and Event Update

### Nutrition Program and Mother's Day Lunch

The month of May saw the Center's nutrition team produce over 2,000 meals. 807 were served as part of the Center's in-person lunch program with 1,245 being sent out as part of the City's home delivered meal program. Additionally, 84 community members came to the Center and enjoyed a special Mother's Day themed meal.

### AARP Smart Driver

This past month also brought volunteers from AARP to the Community Center to present their classroom course, "AARP Smart Driver". Participants learned proven methods to reduce traffic violations and keep themselves and loved ones safe on the road.

### WERK Day & Goats Recap

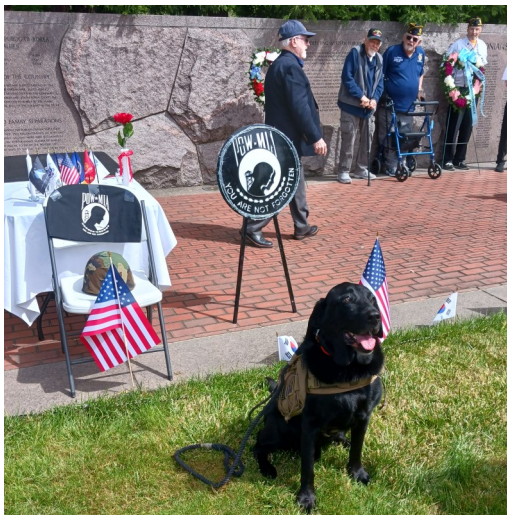
The annual WERK (Wilsonville Environmental Resource Keepers) Day event, drew roughly 100 people. The Wilsonville Rotary Club generously cooked up a delicious breakfast of omelets and pancakes. This year's projects included planting the pollinator garden, bark chipping around trees and the showcase garden in Murase Plaza. In addition to WERK Day projects there was a free goat petting event. The goats were part of a contract to help munch away invasive species in Memorial Park.



## Event Updates

### Memorial Day Ceremony

In partnership with the Korean War Veterans Association—Oregon Trail Chapter, the Parks and Recreation Department hosted a Memorial Day Remembrance Ceremony. Nearly 200 community members were in attendance including first responders from Tualatin Valley Fire and Rescue. Mayor O’Neil gave welcome remarks and Council President Berry assisted the Mayor laying a memorial wreath on behalf of the City.



Mayor O’Neil shares a moment with Korean War Veterans Chuck Lusardi and Mike Williamson

### Temporary Pride Month Mural Install

Artist Daren Todd was selected by the Arts, Culture and Heritage Commission to complete this year’s temporary Pride Month Mural. Daren completed his work in May and there will be a mural reception and pride event June 7. The purpose of the mural is to provide visual representation to uplift, recognize and celebrate members of Wilsonville’s LGBTQIA+ community. Daren’s design is called ‘Celebrating In Every Color’ and it expresses a vibrant and joyful celebration of queer love, identity and community. The mural is inspired by the Progress Pride Flag and is designed with a rainbow gradient from left to right. Monochromatic hues make up each of the seven panels, a nod to the visual spectrum depicted in the illustrations that honors the full diversity of the LGBTQIA+ community



## Parks Team Updates

### May Kept the Team Busy!

The parks team has been busy with the increase in facility rentals, park improvement projects and preparing for water feature season! The team has also been busy with training seasonal staff and helping support both internal and external special events.



The crew was busy clearing brush and chipping at the Park at Merryfield Trail

A concrete pad was done in-house at the new edible landscape; a picnic table will be added to the pad.



Two of the parks pollinator gardens received Backyard Habitat Certification. Murase was awarded silver certification and the community garden received top honors with platinum certification.



## Parks Team Updates continued...

### heARTs of Wilsonville: Many Cultures, One Heart Installation

The Parks Maintenance team promptly worked together the day after the opening reception event to install the 10 large fiberglass hearts; which is the city's latest public art project. The entire installation was handled by the team from building the bases, installing the signage, placing them throughout town, and adding material to the bases for weight and safety. The Parks & Recreation Department continues to receive positive feedback on the project.



## Upcoming Events:

**Pride Celebration and Mural Reception:** Saturday, June 7, 2-4pm, Town Center Park

**Juneteenth Event (Hosted by Diversity, Equity and Inclusion Committee):** Thursday, June 19, 5-7pm, Town Center Park

**Korean War Remembrance Ceremony:** Saturday, June 28, 10 am, Town Center Park

**July 4 Concert and Laser Light Show:** Friday, July 4, 8 pm, Town Center Park

**Skate Jam:** Saturday, July 19, 1 –3 pm, Memorial Park Skatepark

### Movies in the Park Series

Friday, July 25, dusk, Town Center Park—Moana 2

Friday, August 8, dusk, Town Center Park—Inside Out 2

Friday, August 22, dusk, Memorial Park River Shelter—Wild Robot

### Rotary Summer Concert Series

Thursday, July 17, 5:30 pm, Town Center Park—Johnny Limbo and the Lugnuts

Thursday, July 24, 5:30 pm, Town Center Park—Kalimba

Thursday, July 31, 5:30 pm, Town Center Park—Hit Machine

Thursday, August 7, 5:30 pm, Town Center Park—Norman Sylvester Band



# City of Wilsonville Police

MAY 2025

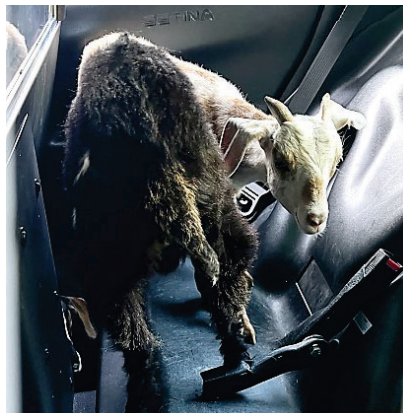
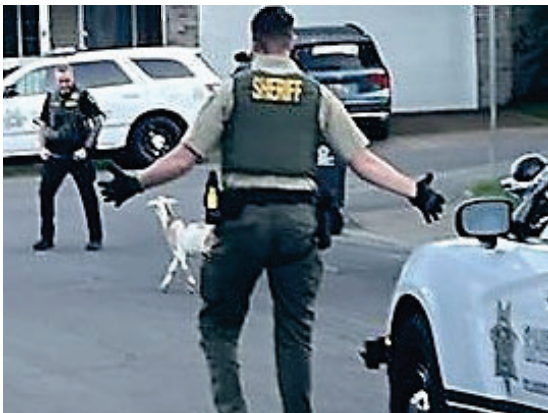


School Resource Officer Deputy Zach Keirse was honored to escort students from Wilsonville High School's senior class of 2025 on their final bike ride through town. The ride started at Inza R. Wood Middle School and ended at the high school.

Go Tigers! Here's to a bright future.



It took some traffic control and wrangling, but when Wilsonville Police were called about some goats on the loose, it wasn't so baaaad. Goes to show you, whatever the call, we "goat" you.



Congratulations to Community Service Officer Julie Fanger for receiving special recognition from the Al Kader Shriners of Wilsonville this May during First Responder Appreciation Week.



Wilsonville Police assisted TVR&R with a technical rescue during May.



# City of Wilsonville

## Call Activity

6,270  
Total Calls

### YEAR 2025

High Priority • 518

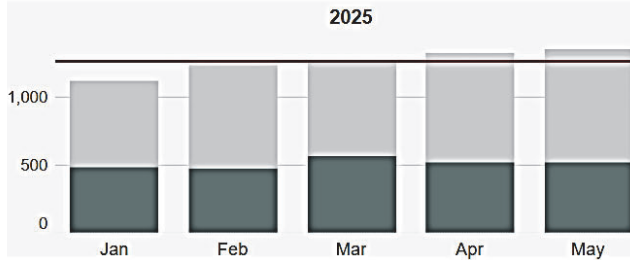
Medium Priority • 4,195

Low Priority • 1,557

Public-Initiated • 2,554

Deputy-Initiated • 3,716

#### 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: 6/2/2025 2:10:58 PM (UTC)

### MAY 2025

218

Assist

163

Crime

291

Disorder

307

Other

368

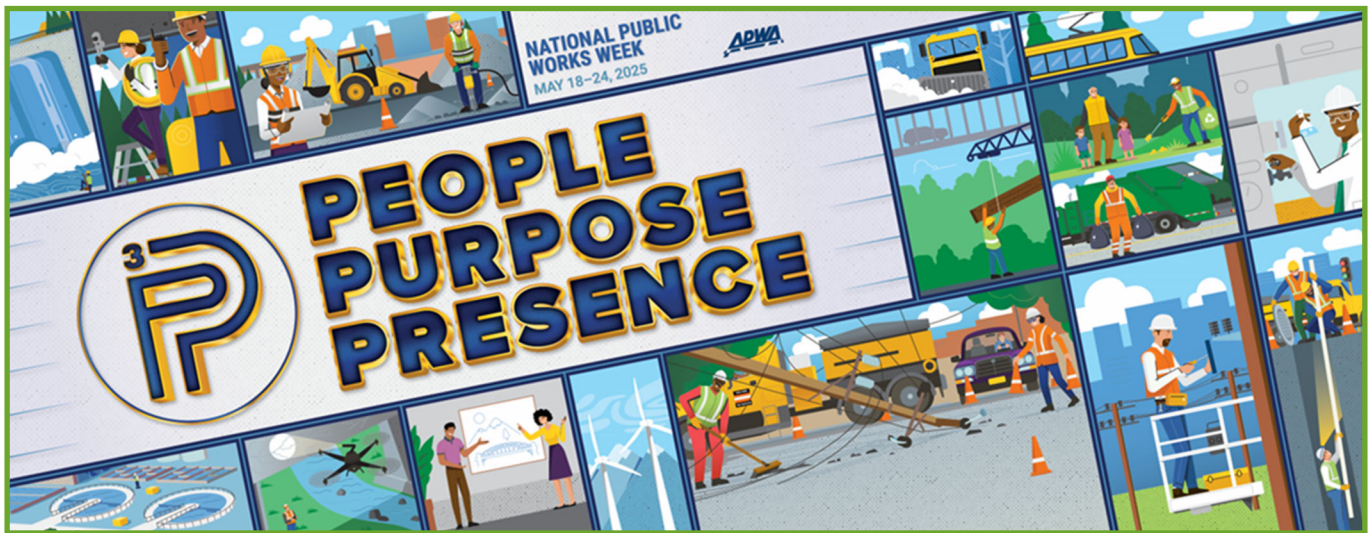
Traffic

Crime	Domestic violence	32
	Harassment/menacing	32
	Theft	17
	Trespass	16
	Fraud	14
	Sex offense	13
	Hit and run	12
	Criminal mischief	8
	Assault/abuse	6
	Vice	4
	Burglary	3
	Stolen vehicle	3
	Robbery	2
	Recovered stolen vehicle	1
	Violation of restraining order	1
Disorder	Suspicious activity	145
	Premise check	44
	Parking complaint	28
	Subject contact	26
	Disturbance	13
	Noise complaint	9
	Juvenile complaint	8
	Juvenile custody dispute	8
	Unwanted person	7
	Animal complaint	2
	Ordinance complaint	1

Assist	Assist public	78
	Alarm	70
	Assist other agency	47
	Assist fire/medical	10
	Missing person	9
	Assist law enforcement	4
Other	Follow-up	129
	Community contact	72
	Civil	37
	Detail/special duty (non-traffic)	17
	Behavioral health	16
	Extra patrol	12
	Property	9
	Home visit	7
	Warrant service	7
	Other	1
Traffic	Traffic stop	317
	Traffic complaint	20
	Traffic crash	17
	Hazard	12
	Detail/special duty (traffic only)	2

## From The Director's Office:

National Public Works week was celebrated the week of May 18– 23, 2025 with the theme of “3P—People, Purpose, Presence” to draw attention to the support and services provided by public works staff.



**People:** Public Works professional are the heart of this year’s focus, celebrating their dedication and expertise. From keeping our streets clean and safe, maintaining public spaces, delivering safe and reliable water and so much more.

**Purpose:** The theme emphasizes that the purpose of public works is to serve the needs of the community and improve the quality of life by providing an array of services related to water, wastewater, stormwater treatment, plus road and right-of-way management.

**Presence:** It acknowledges that while public works staff may not always be visible, they are always present, working in the background to ensure essential services and infrastructure are functioning. Whether as a first responder to an accident, replacing or repairing assets, or a myriad of other ways, public works staff silently serve our community.

The City of Wilsonville is proud to recognize public works staff’s dedication, professionalism and the critical services they provide to our residents. Thank you!



**Best Regards,**

**Delora Kerber, Public Works Director**

## Stormwater

### Catch Me If You Can

Stormwater Maintenance Technicians Rodney Hoskins and Jay Herber cleaned over 300 catch basins in May. Catch basins are cleaned using the Vac-con truck. The truck provides both vacuuming and irrigation, to first remove large obstructions from the catch basin, and flushes out any dirt or build up of mud and leaves. These cleanings keep things the water flowing and prevent flooding around the City.



## Utilities

### Nearing Completion

The Utilities team has worked closely with Engineering division and the construction team from Tapani as the work on the Westside Reservoir is coming to completion. City Utilities Specialist and Technicians have been in constant communication with their counterparts with Tapani to ensure that disruptions to local water service have been as minimal as possible. It is estimated that in June the new water lines originating from the reservoir will be connected to the City water mains, and all new pipes will be sanitized and flushed to prepare for filling the lines with clean water.

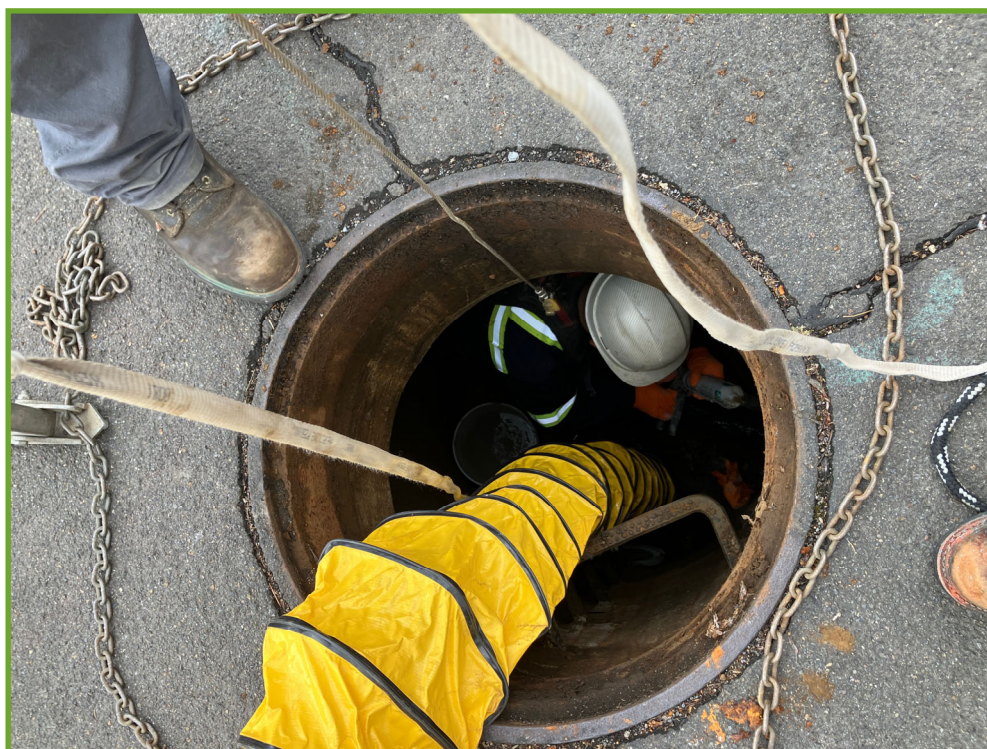
To round out the completion of the work, Tooze Road will be repaved during the summer. This project has required patience from community members and commuters of Wilsonville and we are excited for traffic flow to return to normal.



## Utilities

### Dirty Jobs

It's dirty work but it must get done. Annually, Utility Division staff members must conduct inspections of the sanitary sewer system manholes to assure system functionality. Inspections consist of thorough cleanings and visual inspections. At times the inspections require confined spaces entries to apply grout at joints or other minor repairs. In these images the Utilities members have made the work zone safe by set up positive air pressure fans and erected confined space entry equipment.



## Facilities

### Splash Down

The Murase Water Feature project is nearing final completion. All equipment is now installed in the underground vault, the majority of all plumbing work has been completed and the electrical contractor has finished their portion of the project. Ainsworth Inc. will be finishing up the show –control portion by May 28, allowing for three days of testing and tweaking systems in preparation of re-opening of the water feature on June 2. To the delight of many, the Town Center Park Water Feature will be opening on May 28 and is expected to function through this year by gleaning any needed repair parts from the equipment that was removed from the Murase Water Feature project. Reduce, Reuse, Recycle.

Once the summer comes to an end, the Town Center Water Feature will begin its equipment upgrade project similar to the one underway at Murase Plaza.



## Facilities

### Always a Student, Sometimes a Teacher

Wilsonville's very own Facilities Maintenance Specialist Luke McKinnon (shown below) received notice from the Oregon Recreation and Parks Association (ORPA) that his presentation has been chosen for this year's annual conference in October. Luke will be sharing his presentation 'Balancing Ecology and Efficiency, Smarter Park And Facility Grounds Maintenance' with conference attendees. Congratulations, Luke!



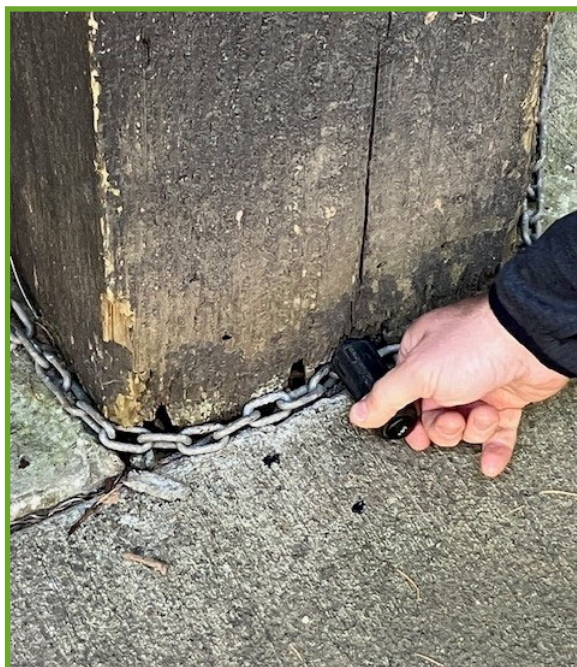
The final landscaping touches have been completed at the Parks Maintenance Operations Building (ParkTech), including the planting of a Full Moon Maple tree as a focal point of the plantings. This was a several step project that allowed the team to refine efficiencies and keep costs and irrigation requirements low while creating a beautiful new garden.



## Facilities

### Red Tag For Safety

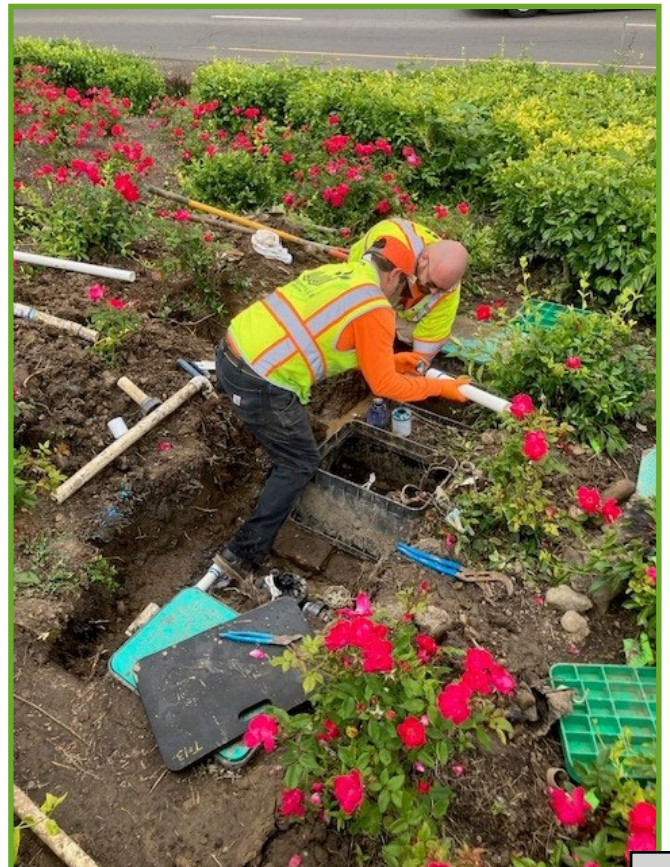
During routine inspections of Parks structures, Facility Maintenance Supervisor Matt Baker noticed some concerning issues at the Forest Shelter that were not present during last Fall's inspection. Assisted by Trevor Denfeld, the inspection revealed rotten posts and an arc in the roof. Matt called City Building Inspectors Mike Diddy and Jon Scott to assess the situation. The decision to shut down the facility was unanimous, and a professional building assessment has been ordered. To keep everyone safe, the Forest Shelter is closed until further notice.



## Roads

### The Growing Season

With spring in full force, things are growing fast and furious. This spring growth spurt brings the Roads crew out for two reasons: right-of-way mowing and irrigation system repairs. Keeping the City green and beautiful requires many hours of investigation and repairs to the irrigation systems, ensuring no water or plant material goes to waste.

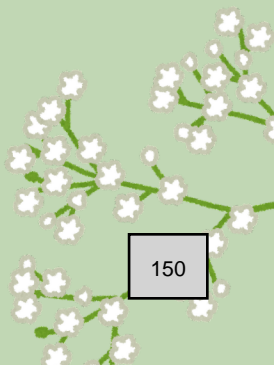




## 2025 May Report Transit/Fleet

Where does time go? A question as old as time itself. A question that is void of a verifiable answer. Perhaps there exists a vast hole in the universe that harbors all the time we can send it. Perhaps memories are the keeper of time lost, time missed, and time wasted. Wherever time goes, whatever time does, time is selfish, will always be fleeting, and will never wait for you or for me. Time does exactly what time does... slips away like water through our fingers.

Dwight Brashear  
Transit Director

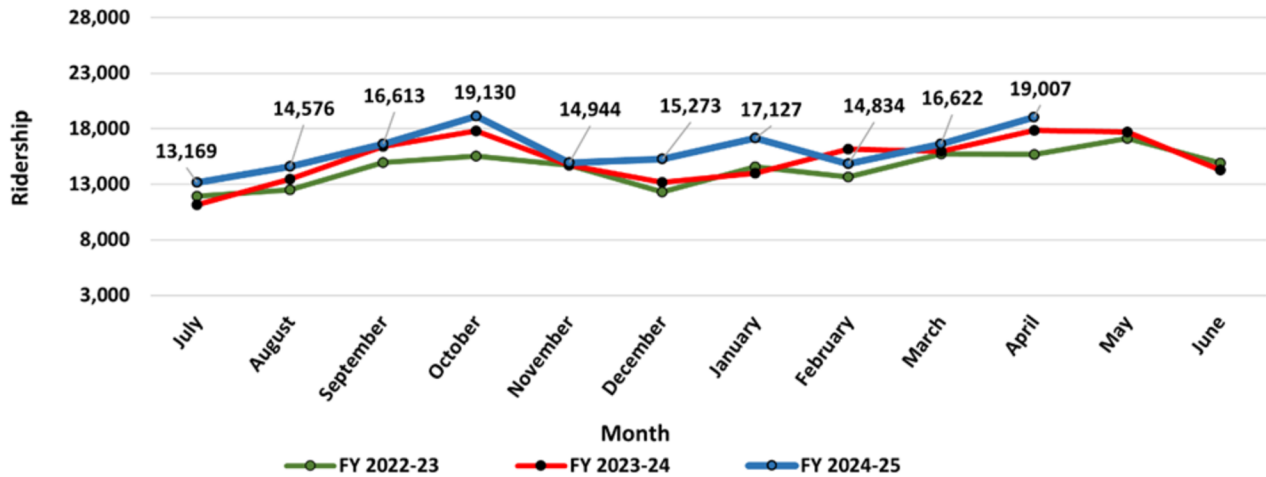


# RIDERSHIP TRENDS

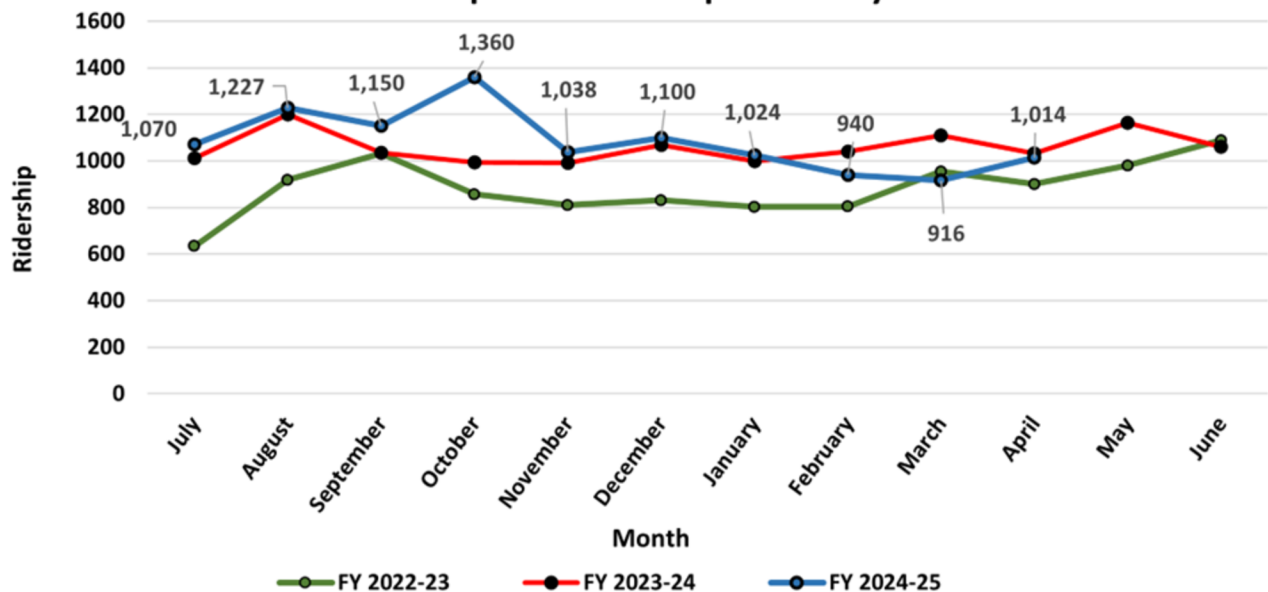
Anne MacCracken



## Fixed Route Ridership Trends by Month



## Demand Response Ridership Trends by Month



# FLEET SERVICES

*Scott Simonton*

SMART has acquired a new trolley. The vehicle made its debut at the opening of the Boeckman Bridge on May 20<sup>th</sup>.

This vehicle was purchased with funding from DEQ's diesel mitigation grant program. This is a replacement for our original trolley, which was in service from 2002-2023. The new vehicle offers several advantages. It is battery electric, rather than diesel, providing a quieter ride, and cleaner air. The new vehicle is fully enclosed, meaning that it can be utilized throughout the year, whereas the original trolley could only operate in ideal weather.

This vehicle is compatible with our existing vehicle charging equipment, and has an estimated range of 150 miles per charge.



*Breathe*

# COMMUTE OPTIONS

*Michelle Marston*

May was National Bike Month. Together, SMART and other Get There Oregon partners in the Portland region were excited to announce the **2025 Bike Month Challenge**. Hosted by Metro, ODOT, counties, cities, and community partners, the month-long online challenge was open to anyone living or working in the Metro region. Participants could win prizes by logging any bike trip (manual or e-bike) on the Get There Oregon website- whether for commuting or just getting around.

Visit the **Challenge web page** for updates on prizes, events and more!



# GRANTS & PROGRAMS

*Kelsey Lewis*

On May 8th, the Oregon Transportation Commission approved the Statewide Transportation Improvement Fund (STIF) plans for the Biennium 2026-2027. SMART's STIF plan is included in that, so we now officially have our plan for the next two years of state transit funding. This plan is incorporated into our local annual budget process.

The plan includes continuing service on Routes 1X, 2X, 7, and out-of-town medical Dial-a-Ride. It also includes expansion service to Clackamas Town Center and Woodburn, replacement vehicle matching funds, and a few smaller expenses. These State transit funds are an important piece of our funding picture and a great resource to our community to allow SMART to provide ongoing excellent transit service.





# SAFE ROUTES TO SCHOOL

*Wyle O'Neill*

May was Walk + Roll to School Month, and SMART was proud to celebrate with local schools through a variety of fun and impactful ways to encourage active transportation and community connection. We kicked off the month with our annual Bike + Roll to School Day, highlighted by the return of the beloved SMART Bike Fairies. Students were delighted to receive bike fairy bags filled with fun and useful goodies designed to inspire safe biking and walking habits. The event continues to be a favorite among students and staff alike.

Later in the month, SMART partnered with Cycle Oregon and PDX Mobile Repair to host a Bike Repair event. Held just ahead of the Lowrie Primary Wheel-A-Thon, this event helped ensure students' bikes were in top shape for the big day while also offering Wilsonville residents a chance to get their bikes summer-ready. SMART also worked closely with the Lowrie Primary PTA and students to support a safe and successful Wheel-A-Thon. From bike checks to route support, SMART was proud to contribute to a fun and active day for all participants. These events reflect SMART's continued commitment to promoting safe, healthy, and sustainable transportation for Wilsonville youth and families.



Bike to School day



Bike to School day



Meridian Creek Middle School Walking School Bus

