



CITY COUNCIL AGENDA

October 16, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [2023 Transportation Performance Monitoring Report \(Pepper\) \[20 min.\]](#)
- B. Community Service Block Master Plan Update (Kerber) [45 min.]
- C. [Proposed Updates to Solid Waste Franchise Agreement and Related Administrative Rules \(Guile-Hinman/Davidson\) \[30 min.\]](#)

ADJOURN [6:45 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, October 16, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on October 3, 2023. Remonstrances and other

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

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)
5. [Declaration of State of Emergency - Mediterranean Oak Borer \(MOB\)](#)

COMMUNICATIONS [7:10 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 PM]

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

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:20 PM]

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

CONSENT AGENDA [7:40 PM]

10. [Resolution No. 3017](#)

[A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement For The Frog Pond Primary Site Infrastructure Between The City Of Wilsonville And West Linn-Wilsonville School District. \(Pepper\)](#)

11. [Resolution No. 3023](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into The Third Amendment To Communications Site Lease Agreement With New Cingular Wireless PCS, LLC. \(Kerber\)](#)

12. [Minutes of the October 2, 2023 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [7:45 PM]

CONTINUING BUSINESS [7:45 PM]

PUBLIC HEARING [7:45 PM]

CITY MANAGER'S BUSINESS [7:45 PM]

LEGAL BUSINESS [7:50 PM]

ADJOURN [7:55 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

[Proclamation Recognizing the 35th Anniversary of the Sister City Relationship with Kitakata](#)

EXECUTIVE SESSION

ORS 192.660(2)(e) Real Property Transactions

**AN EXECUTIVE SESSION WILL
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 16, 2023		Subject: 2023 Transportation Performance Monitoring Report Staff Member: Amy Pepper, PE, Development Engineering Manger Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 1. Increase mobility of all in Wilsonville	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

2023 Transportation Performance Monitoring Report information for City Council.

EXECUTIVE SUMMARY:

Wilsonville's Transportation System Plan (TSP) provides policies, standards, projects and programs that are intended to improve the City's transportation system when implemented. The City monitors and reports on key performance measures that were included in the TSP every three years. The City contracted with the City's Traffic Consultant, DKS Associates, to provide an update to the 2020 Transportation Performance Report, using data from 2019 to 2023.

There are seven adopted goals for the transportation system: safety, connectivity and accessibility, functionality and reliability, cost effectiveness, compatibility, robust, and promotes livability. The 2023 Performance Report provides a progress report for each measure except cost effectiveness and compatibility, which will be addressed in the fiscal year 2025/26 update.

EXPECTED RESULTS:

Tracking the performance measures on a regular basis, through updated performance monitoring reports, allows the City to understand the benefits of private and public investments in our transportation system.

TIMELINE:

The Performance Monitoring Report was last updated in 2020. The City updates the Performance Monitoring Report every three years.

CURRENT YEAR BUDGET IMPACTS:

The total cost of this report is \$59,550. The cost has been budgeted for and split between fiscal year (FY) 2022-23 and FY 2023-24.

COMMUNITY INVOLVEMENT PROCESS:

The final report will be posted to the City's website.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Reviewing the progress toward meeting the performance measures adopted in the Transportation System Plan every three years helps to assure private and public improvements are continuing to meet the City's adopted goals.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. 2023 Wilsonville Transportation Performance Monitoring Report

WILSONVILLE PERFORMANCE REPORT UPDATE 2023

SEPTEMBER 2023

UPDATE FOR 2019 - 2023 DATA*



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PURPOSE OF THE PERFORMANCE MONITORING REPORTS

The Wilsonville Performance Reports lay the foundation for on-going monitoring of the City’s transportation goals. The seven transportation goals are stated in the Transportation System Plan and guide the City in providing and managing a functional transportation system. The seven goals for the transportation system are:

- SAFE
- CONNECTED AND ACCESSIBLE
- FUNCTIONAL AND RELIABLE
- COST EFFECTIVE
- COMPATIBLE
- ROBUST
- PROMOTES LIVABILITY

The Performance Reports identify performance measures for each TSP goal and provide progress updates for each measure approximately every three years. Monitoring of the performance measures helps indicate the City’s progress towards their transportation goals and also identifies impacts to the City’s transportation system as a result of regional transportation projects and growth in neighboring cities.

The 2023 Performance Report provides updates for the performance measures based on 2019 to 2023 data. No updates, however, were provided for the performance measures for Goals 4 and 5. These performance measures will be evaluated during the next round of performance monitoring.

WILSONVILLE LOCATION AND DEMOGRAPHICS

EMPLOYMENT STATISTICS

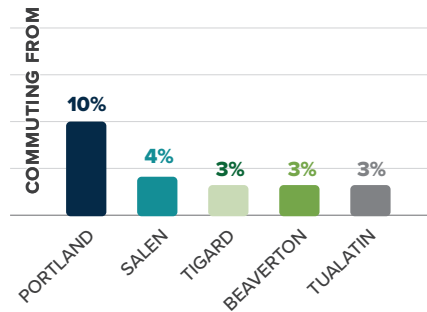
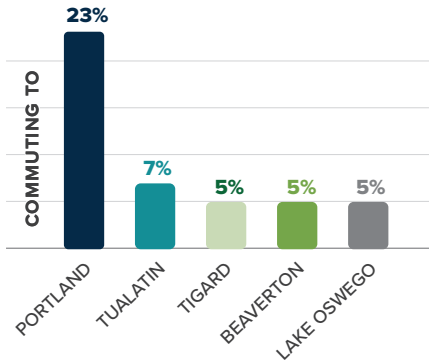
COMMUTE PATTERNS

Percent of working residents who commute **out** of Wilsonville
85%
 10,006 OUT OF 11,792

Percent of workers in Wilsonville who commute **into** Wilsonville
91%
 18,875 OUT OF 20,661



AVERAGE TRAVEL TIME TO WORK (WORKERS AGE 16+)
26.3 MIN

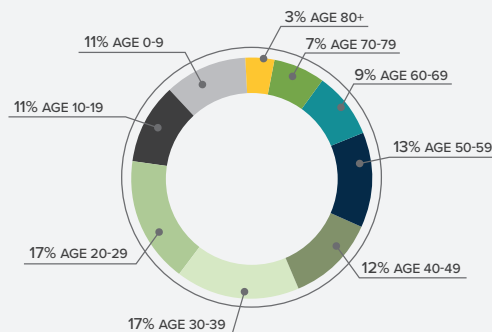


TOP 5 WILSONVILLE JOB SECTORS

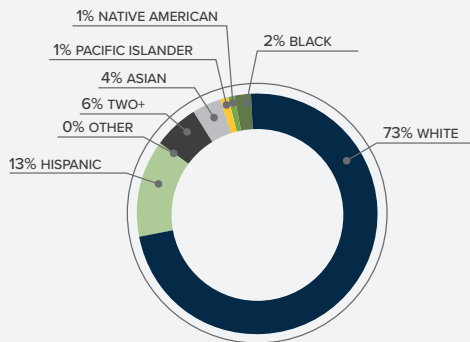
19%	MANUFACTURING	9%	ADMINISTRATIVE SUPPORT, WASTE MANAGEMENT, AND REMEDIATION
15%	WHOLESALE TRADE	9%	PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
10%	RETAIL TRADE		

RESIDENTIAL STATISTICS

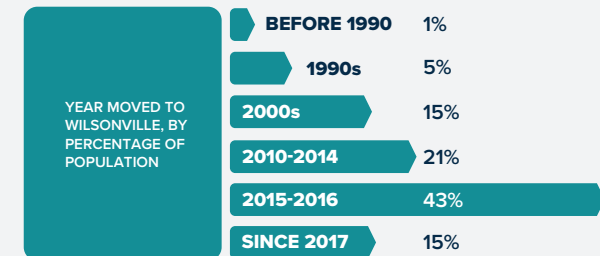
POPULATION AGE



RACE AND ETHNICITY



POPULATION TENURE



4.5% AVERAGE POPULATION GROWTH PER YEAR (2000–2020)

Compare population growth per year (2000–2020):
 1.1% in Tualatin and West Linn, and 1.2% in Clackamas County.

NUMBER OF HOUSEHOLDS
10,261

AVERAGE NUMBER OF PEOPLE PER HOUSEHOLD
2.4

MEDIAN HOUSEHOLD INCOME (2014–2018)
\$78,508



PROJECTS BUILT



The City of Wilsonville has constructed numerous transportation projects since the previous Performance Report (2020) was completed. This page provides a list of those transportation projects and the year of completion.

- Buffer added to Bike Lanes on Wilsonville Road between Willamette Way West and Kinsman Road (2019)
- Two new RRFBs on Wilsonville Road at Grahams Oak Entrance and Orchard Drive (2019)
- New bike lanes on the west side of Boones Ferry Road from Barber Street to Wilsonville Road (2019)
- Garden Acres Road upgrades (cycle track, sidewalk, etc) and realignment of Clutter/Ridder Road (2020)
- Green bicycle paint on bike lanes at Elligsen Rd/Parkway Ave/Argyle Ave (2020)
- Green bicycle paint and striping at Parkway Center Drive/ Burns Way (2020)
- Pedestrian and Bike Lane Improvements along Parkway Ave/Main St (2020)
- Lane Conversion to Buffered Bike Lanes on Town Center Loop West (2021)
- RRFB at Town Center Loop West/Park Place (2021)

CURRENT PROJECTS

THE FOLLOWING PROJECTS ARE CURRENTLY UNDER CONSTRUCTION WITHIN THE CITY OF WILSONVILLE.

- Kinsman Road Extension from Wilsonville Road to 5th Street
- Street Improvements on Boeckman Road at the Boeckman Dip
- Installation of a Traffic Signal or Roundabout at Canyon Creek Road/ Boeckman Road
- Clackamas County Freight ITS Improvements on multiple corridors in Wilsonville (see list below). Improvements include upgraded traffic signal controllers and installation of radar detection, wireless interconnect, and cameras.
 - 95th Ave between Boones Ferry Road and Boeckman Road
 - Boones Ferry Road between Day Road and 95th Ave
 - Elligsen Road between I-5 and Parkway Center Drive
 - Wilsonville Road between Willamette Way East and Town Center Loop East

FATALITIES AND INJURY “A” COLLISIONS

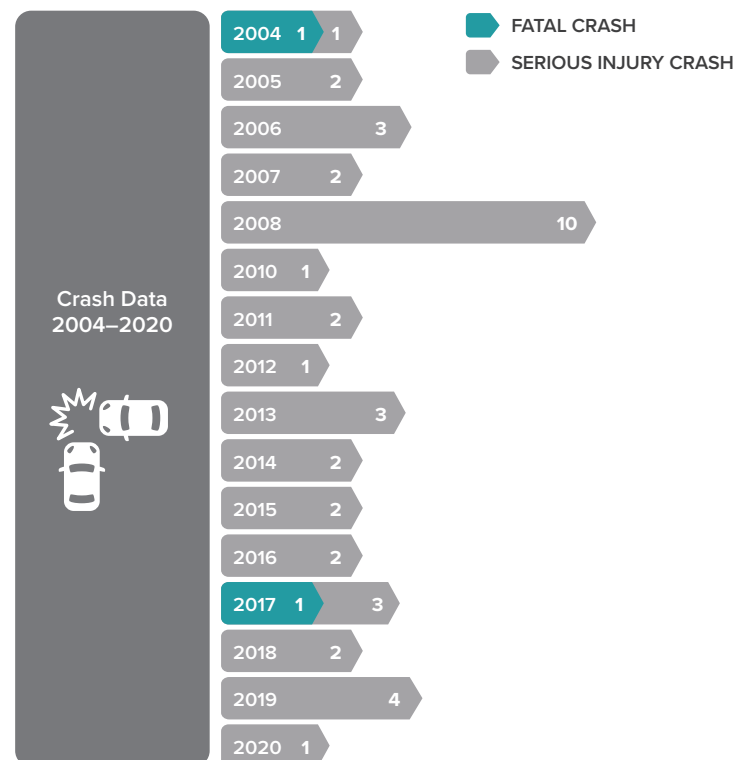
Eliminate traffic fatalities and serious injuries (Injury “A”) on City roadways.

Safety is Wilsonville’s first transportation system goal and is also an important goal statewide. In 2021, Oregon developed a Transportation Safety Action Plan (TSAP), which states its vision is to eliminate deaths and life-changing injuries (Injury A) on Oregon’s transportation system by 2035.

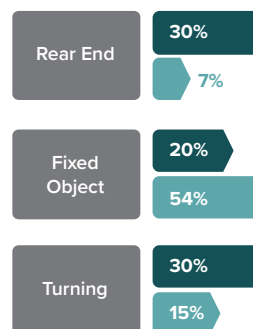
Serious Injury (or Injury “A”) is defined by ODOT as an incapacitating injury that “prevents the injured person from walking, driving, or normally continuing the activities the person was capable of performing before the injury occurred.”

The previous Wilsonville Performance Report contained crash data from 2004 to 2018. For this Performance Report Update, crash data from 2019 to 2020 was added and evaluated, which reflects the most recently finalized crash data by ODOT. As shown in the graph, the number of fatal and serious injury crashes in Wilsonville increased in 2019 but decreased in quantity in 2020.

It should be noted that the crashes shown in the graph only represent crashes that occurred on City streets or at I-5 ramp intersections (no crashes were included on ODOT or County roadways in this data).

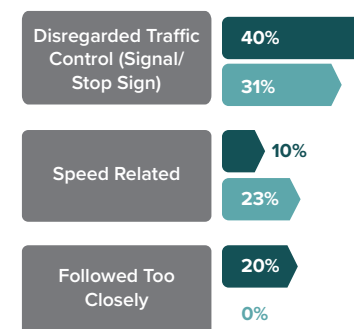


TOP 3 CRASH TYPES



2011–2015
2016–2020

TOP 3 CRASH CAUSES



2011–2015
2016–2020

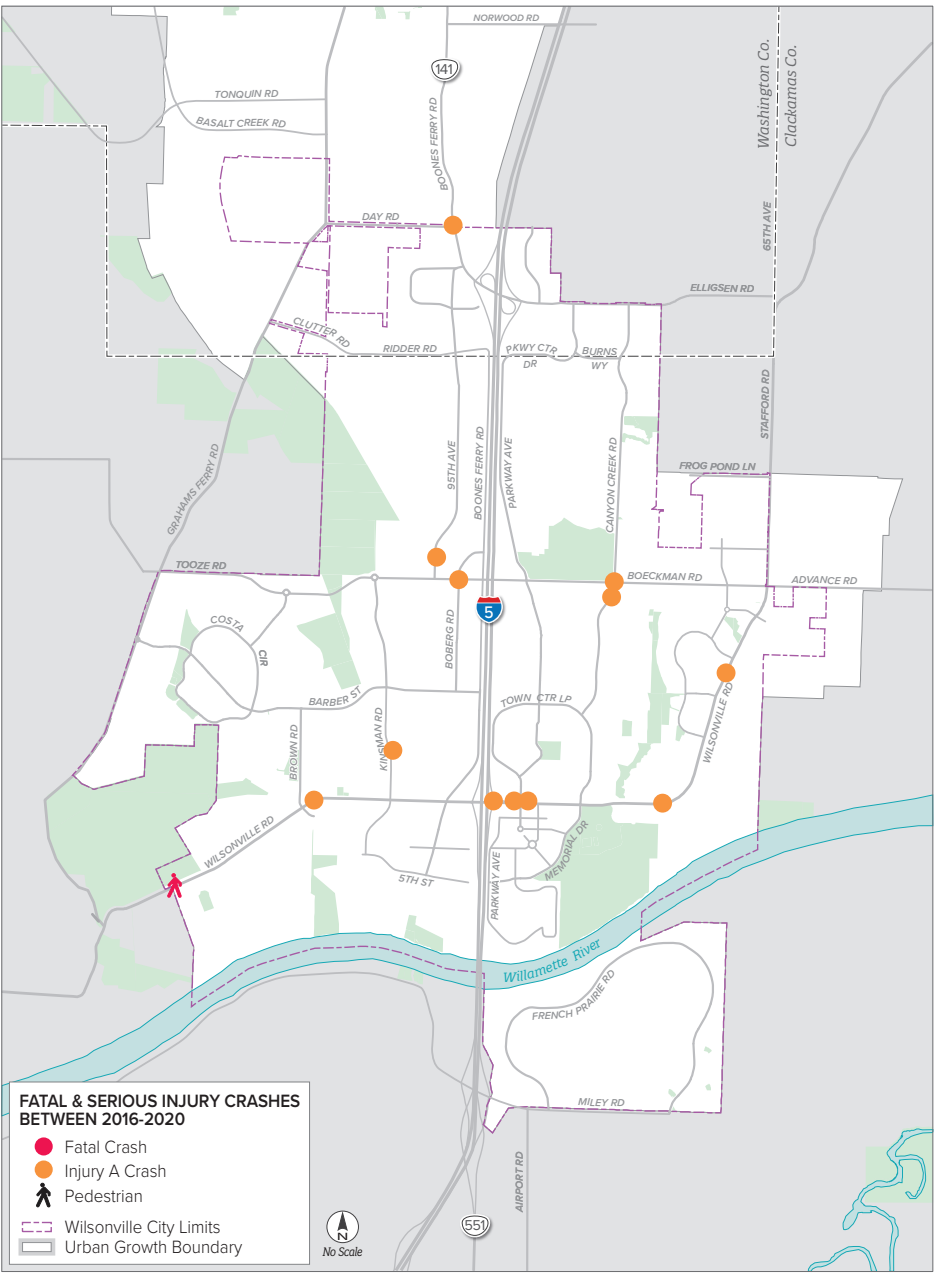
The location of the fatal and serious injury crashes over the last five years of reported data (2016-2020) are shown in the figure below. The average number of crashes over the last five years is the typical range for tracking changes in crash frequency.

In 2019 and 2020, three of the five serious injury crashes involved fixed object crashes in which a vehicle struck an obstruction (tree or curb) adjacent to the street. All three crashes occurred in the early morning between 4AM - 6AM.

As shown on the previous page, fixed object crashes and turning crashes have increased over the last few years. Crashes caused by disregarding traffic controls or failing to yield have increased, but speeding and following too closely as a cause has decreased over the last few years.

Based on this data, the city should consider identifying safety improvements that improve lighting conditions and design treatments that increase awareness and traffic control compliance at intersections.

Looking at the map, a cluster of serious injury crashes are located near the Wilsonville Road & Town Center Loop West intersection. Due to the high number of serious injury crashes, this location could be competitive for safety improvements through Oregon's All Roads Transportation Safety (ARTS) funding program.



PERFORMANCE MEASURES

GOAL 2: CONNECTED & ACCESSIBLE

MULTIMODAL CONNECTIVITY

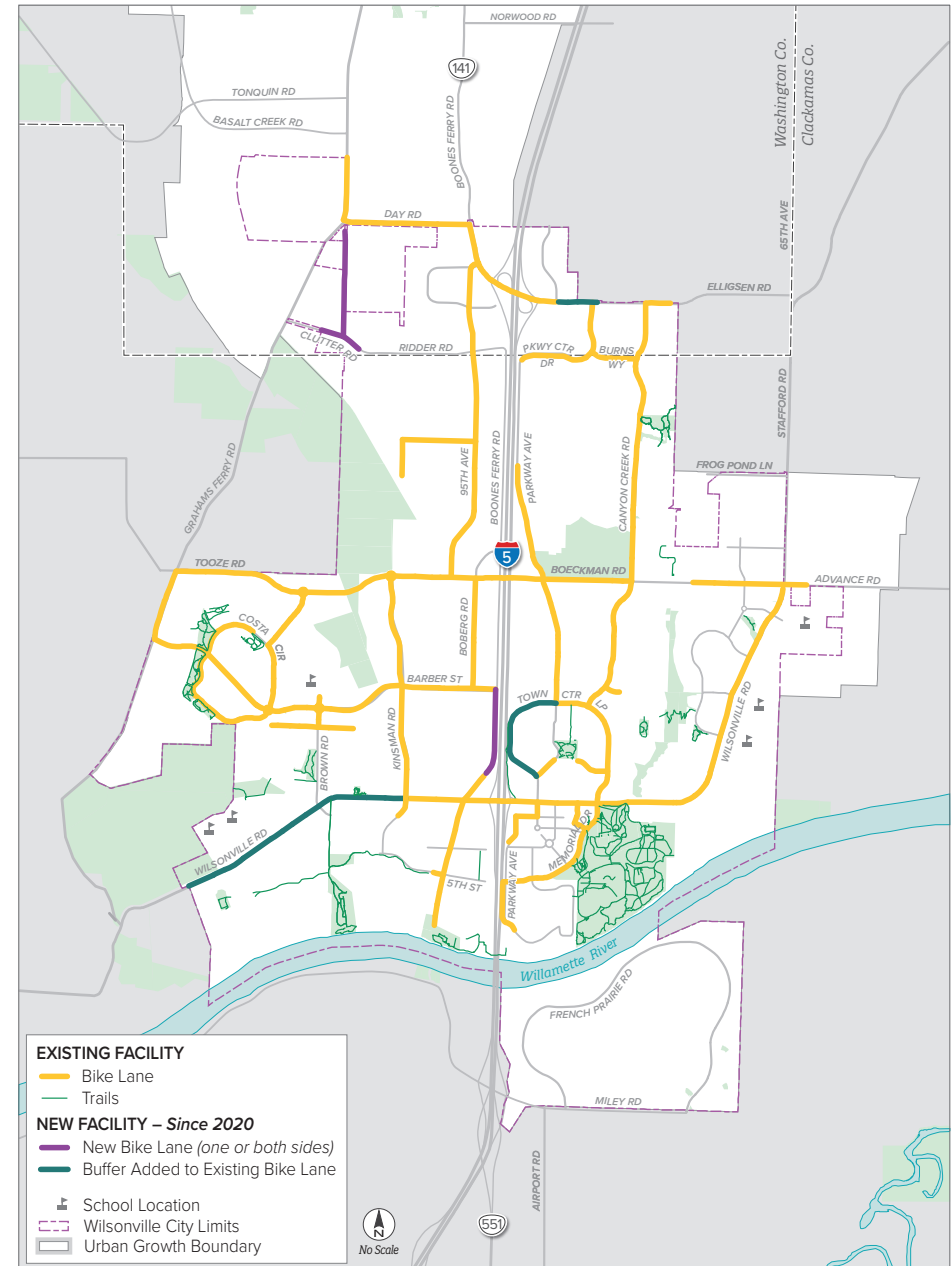
Provide residents with multimodal access to parks, schools, employment centers, retail areas, and the surrounding region.

Network connectivity is a critical component of Wilsonville's transportation system and is one of the City's stated transportation goals. Wilsonville's elected officials and staff have stated how important it is to create a comprehensive network of safe, attractive, and direct travel options to provide residents with multimodal access to parks, schools, employment centers, and retail areas.

In the previous Transportation Performance Monitoring update, a map showing bicycle and pedestrian network changes between 2016 and 2018 was presented. This map highlighted new bicycle lanes and sidewalks on City streets and also noted locations where existing bicycle lanes were improved with buffers. This map has been updated and expanded to two figures to show pedestrian and bicycle network changes in the City's multimodal transportation network between the years 2019 and 2022. The bicycle facility figure is presented to the right, and the pedestrian facility figure is presented on the following page.

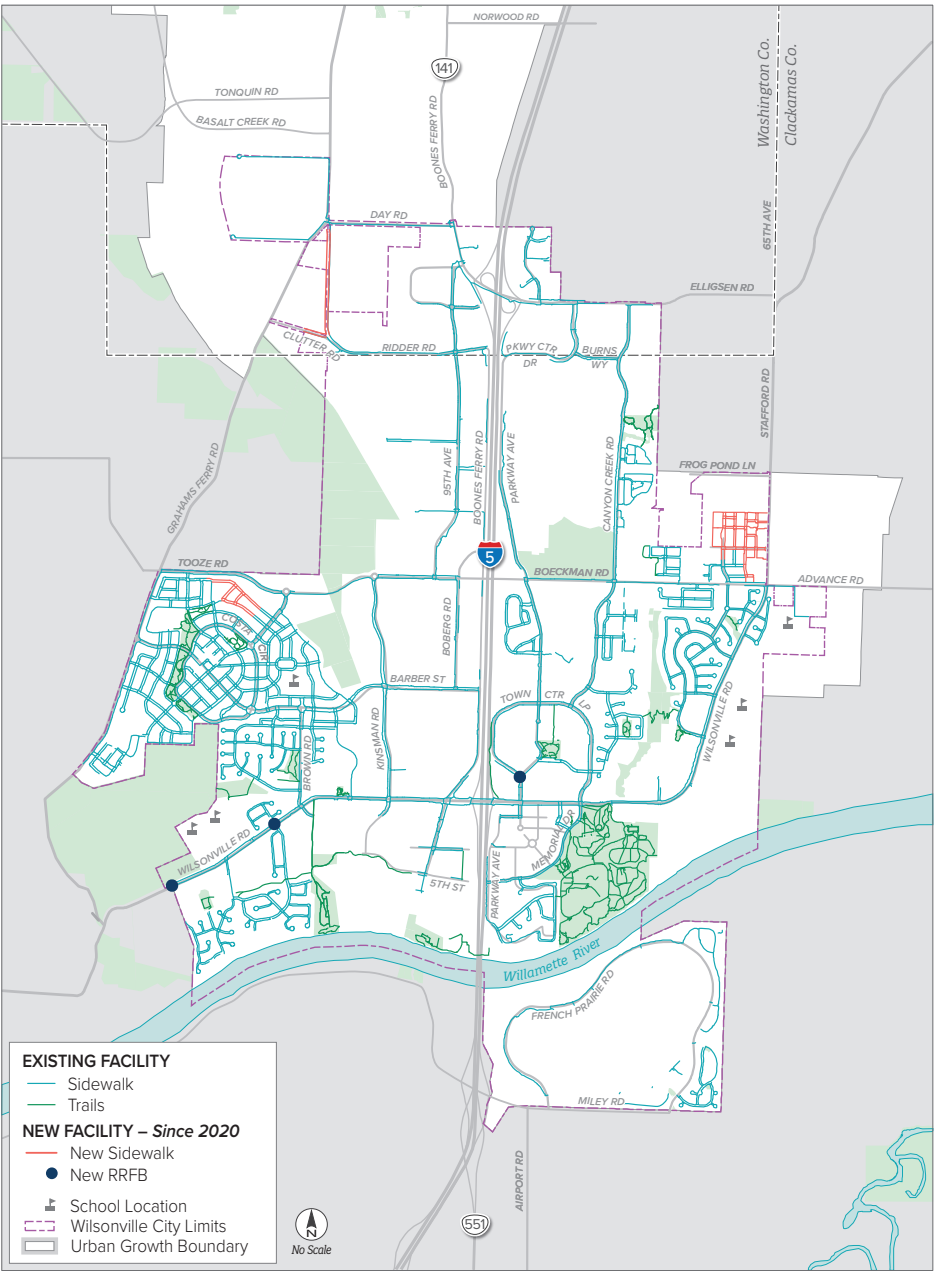
Changes are fairly minor and mainly consist of the addition of new bike lanes and/or bike lane buffers. Some sidewalk infill occurred in the Frog Pond West and Villebois residential areas as new housing construction continues. There were three locations throughout the city where Rectangular Rapid Flashing Beacons (RRFBs) were installed, two along Wilsonville Road and one on Town Center Loop West.

The upcoming Kinsman Road extension project and Boeckman Road street improvements will fill major multimodal gaps in the system for pedestrians, bicycles, and transit.





From top: Memorial Park, Old Town Wilsonville on Boones Ferry Road



INTERSECTION DELAY AND TRAFFIC GROWTH

Maintain an acceptable level of delay (less than 55 seconds average per vehicle at traffic signals and 35 seconds at unsignalized intersections) at key intersections during the PM peak traffic hour.

The primary culprit of congestion within the transportation network is found at the intersection, as vehicles from all approaches enter and exit the intersection, creating conflict points and necessitating traffic control devices to help vehicles safely and efficiently navigate the intersection. Due to intersections being the primary area of delay within the transportation network, municipalities measure the intersection congestion and have standards for the maximum level of congestion that is acceptable. The City of Wilsonville has a standard for average delay, which establishes the acceptable average delay that a vehicle experiences at an intersection. Delay is calculated using Highway Capacity Manual, 6th Edition (HCM 6th) procedures, and the City defines the maximum acceptable level of delay to be 55 average seconds per vehicle at signalized intersections and 35 average seconds per vehicle at unsignalized intersections.

Ultimately, while delay is the experienced level of congestion by a driver, intersection delay is related to the volume of traffic present within the intersection and surrounding area. Therefore, to understand how congestion levels have changed around Wilsonville since the previous Transportation System Plan (2013), vehicular volume and intersection delay is tracked in this report. All locations were carried over from previous reporting.



Stafford Road-Wilsonville Road and Boeckman Road-Advance Road

PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

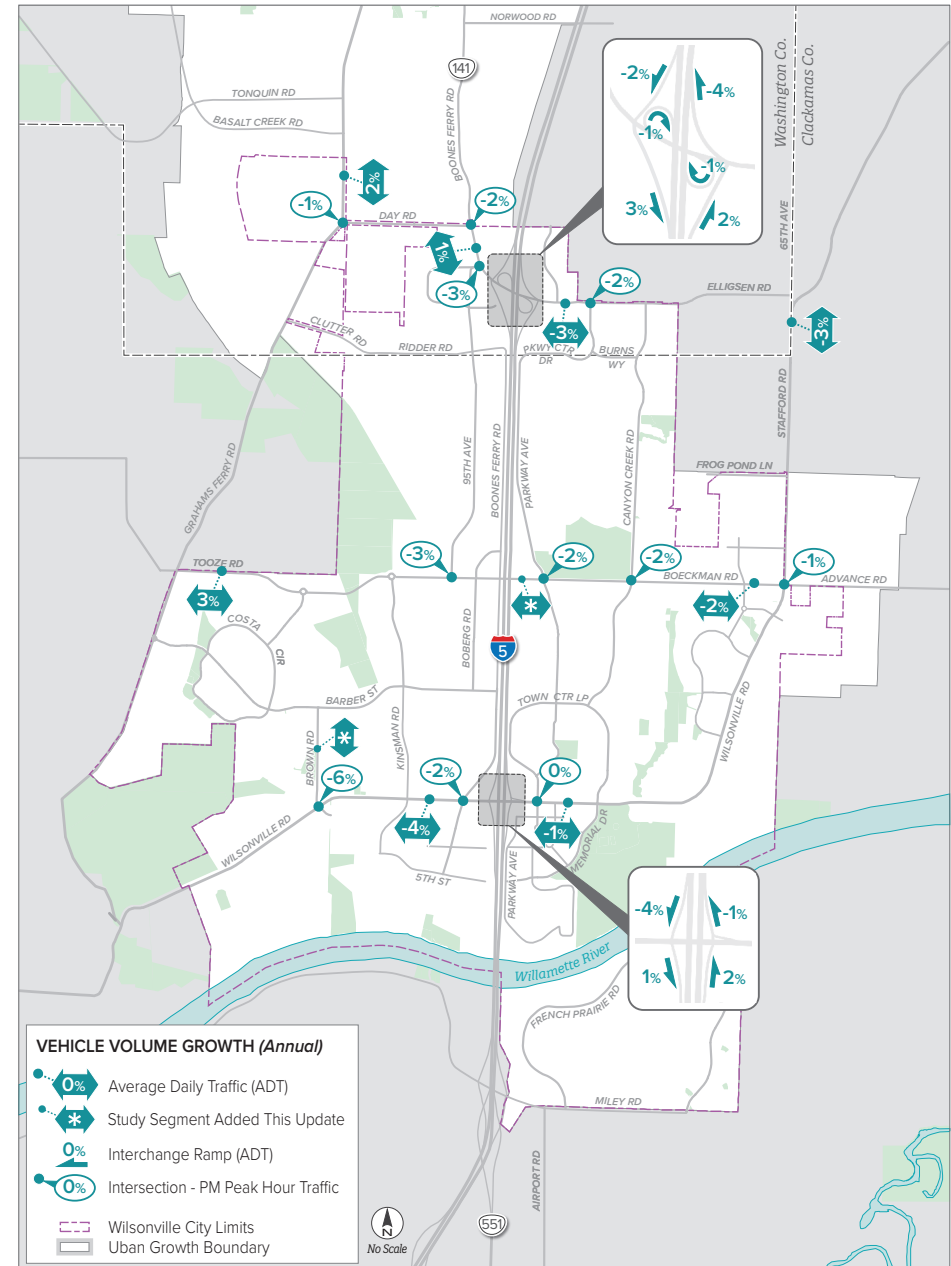
The map to the right shows motor vehicle volume growth from 2019 to 2023 as an average annual percentage. Percent growth is shown at key intersections (PM peak, total entering vehicle volume), key roadway segments (24-hr average daily bidirectional volumes), and all I-5 interchange ramps (24-hr average daily unidirectional volumes).

Traffic volumes in Wilsonville generally decreased over the four-year period, which is largely attributed to COVID-19 restrictions and its impacts to commuting patterns, resulting in more residents working remotely part-time or full-time.

As a whole, the I-5 interchange areas and high-volume corridors of Boones Ferry Road-Elligsen Road and Wilsonville Road decreased in traffic volumes between 2019 and 2023. Elligsen Road saw a relatively consistent decrease of approximately 2% per year in traffic volumes, while the western end of the Wilsonville corridor saw larger decreases including a 6% decrease in PM peak traffic volumes at the Brown Road intersection, which is a gateway to a large residential area in the city. While the interchange volumes as a whole decreased, the southbound on-ramps and northbound off-ramps did increase; this increase could indicate a higher number of vehicles traveling between Wilsonville and Woodburn, Salem, etc. over the Willamette River.

The overall negative growth at both I-5 interchange locations is a trend that has been shared in previous traffic monitoring reports and is expected to continue or remain steady as is shown in the Metro Regional Travel Demand model. In the past, Wilsonville has had a large disparity between the number of local jobs and residential units. But now with the construction of many local residential developments (approximate average of 100 housing units per year) and supporting residential land uses, the reliance on I-5 for employment-based trips has been decreasing.

The exception to the negative growth trend was on Tooze Road and Grahams Ferry Road, which saw over a 2% increase per year on average between 2019 and 2023. This positive rate of growth on Tooze Road is likely related to



PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

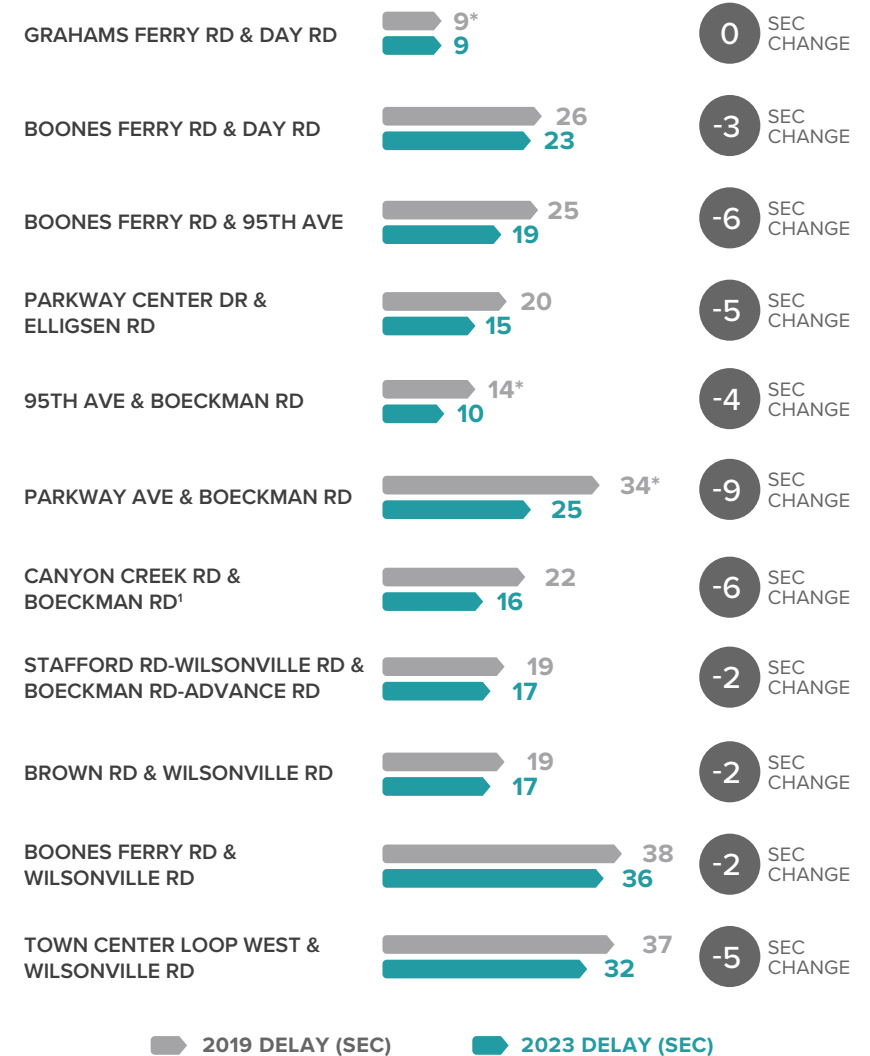
the continued construction of new housing in north Villebois since 2019. The increase on Grahams Ferry Road could be attributed to increasing daily traffic volume on the I-5 mainline between Wilsonville and the other Metro cities. Grahams Ferry Road (and the 124th Ave extension) is an alternative route of I-5 if a driver's destination or origin is Tualatin, Tigard, or even Beaverton.

While traffic volume is one factor to be considered in determining a functional and reliable transportation system, an assessment of the average vehicle delay at intersections was also conducted. Average delay per vehicle for the typical weekday evening PM peak period was calculated at the 11 study intersections using Highway Capacity Manual (HCM) 6th Edition procedures. The City has a designated level of service (LOS) D standard, which means that the typical vehicle, on average, should not experience a delay of more than 55 seconds at a signalized intersection or 35 seconds at an unsignalized intersection.

The 2023 delays results along with a comparison to the 2019 delay results can be seen in the graphic to the right. As a general notion, any differences of five seconds or less between 2023 and 2019 can be considered negligible and may be due to seasonal variations of collected traffic volume data, randomness in the data, or updated evaluation methods. However, not only did delay decrease at all study intersections between the two time periods, but none of the analyzed intersections are close to surpassing the City's standard maximum average delay of 55 seconds.

Most intersections saw a decrease in delay of 10 seconds or less, which aligns with the decrease in traffic volume data between 2019 and 2023 during the PM peak hour. When comparing these delay results to recent land development transportation studies, the results are consistent with what has been observed and presented in recent traffic impact studies.

INTERSECTION DELAY



¹ Intersection is stop-controlled, delay standard is 35 seconds (LOS D)

*Delay calculations were revised based on updated HCM methodology

PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

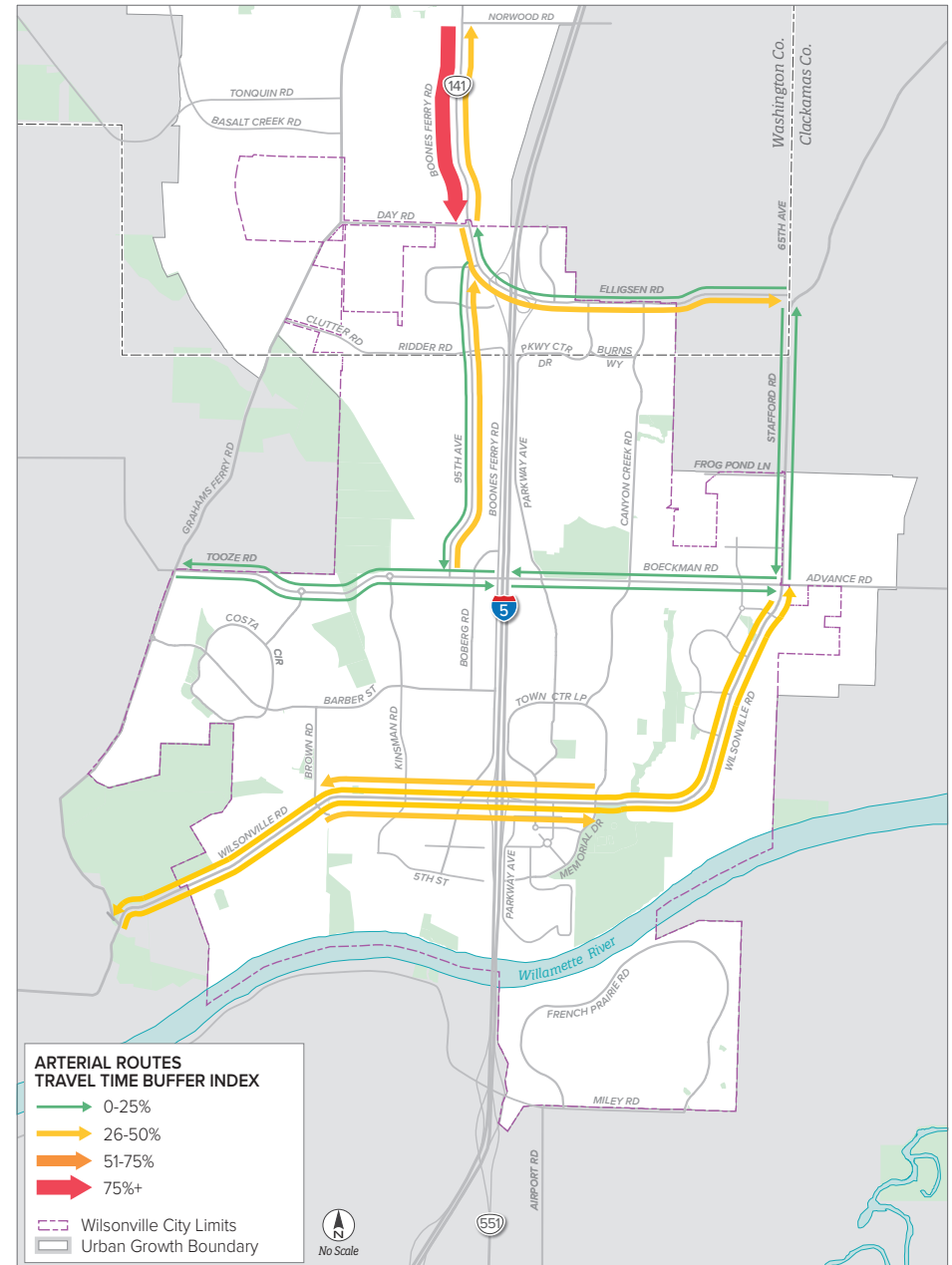
TRAVEL TIME RELIABILITY

Maintain consistent travel times on key City arterials and freight routes with an acceptable range of reliability.

Travel time reliability measures the consistency or dependability of motor vehicle travel times that travelers experience. While travel time itself is an important metric to measure and track, the reliability of the travel time is just as important. It is a helpful way to understand the regularity and extent of unexpected motor vehicle delays, which can significantly affect a person's experience with the transportation system. For example, a driver who expects a route to take 10 minutes but then actually takes 15 minutes is typically more frustrated than a driver who expects the route to take 15 minutes and then gets there in the expected amount of time. When agencies monitor travel times and travel time reliability, they are better able to manage and operate their transportation systems.

The buffer index is a common reliability measure representing the extra time that travelers should add to their average travel time when planning trips to ensure arriving on-time 95% of the time. For example, if a trip's average travel time is 15 minutes and the buffer index is 33%, a traveler should plan for an extra 5 minutes to arrive at their destination on-time 95 out of 100 times. Therefore, lower buffer indexes point to a more reliable transportation system.

With the introduction of crowdsourced GPS data and cellphone records, private companies like INRIX can provide roadway data throughout Wilsonville to calculate motor vehicle travel time reliability measures.

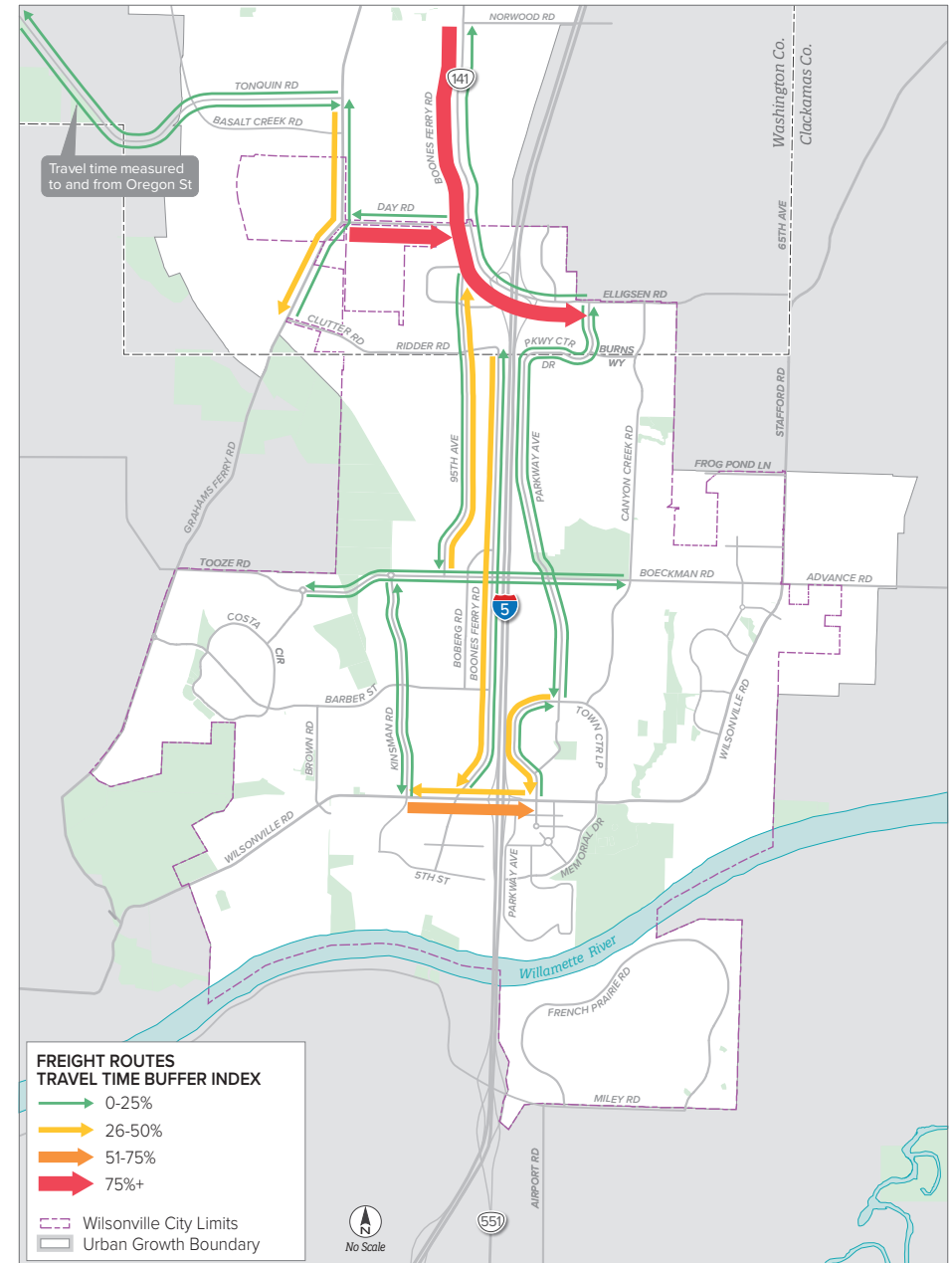


PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

Travel time and travel time reliability are tracked for key arterial routes and freight routes around the City of Wilsonville. The key arterials and freight routes are areas of top concern within the transportation system. In general, the key arterials are the primary routes that deliver traffic between collector roads and freeways. Freight routes are designated roads that are designed to accommodate heavy vehicles and freight traffic and provide connectivity to industrial areas and dense-commercial areas. Freight performance is an important consideration in Wilsonville due to the significant number of large manufacturing and distribution companies located in the city, so these corridors are intended to represent the primary network that freight would use to travel through the City and are therefore representative of the delay that freight might experience.

The travel time buffer index figures and tables show the 2022 PM¹ peak period travel time and buffer index for the identified segments, along with the change in value compared to the previous 2019 data. Based on some minor changes in methodology, new data for both 2019 and 2022 was collected to perform a more direct comparison between analysis years. Travel times with buffer indexes over 25% are typically not preferred, but buffer indexes over 50% are usually considered unacceptable from drivers.



¹ For each segment, the hour with the highest travel time between 3:00 pm and 7:00 pm was chosen.

PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

As displayed in the tables and figures, segments surrounding the I-5 interchanges and the Boones Ferry Road-Elligsen Road and Wilsonville Road corridors have the higher buffer indexes and require travelers to plan for more travel time than the average conditions usually warrant. The routes with higher buffer indexes are prone to have more variable travel times and drivers experience more unanticipated delays. This is especially true on segments near and around the intersections of Day Road and 95th Avenue on Boones Ferry Road.

While there are areas with lower than desired reliability, the transportation system overall saw significant decreases in travel time and increases in travel time reliability. Almost every segment between both the key arterials and freight routes saw a decrease or net zero change in travel times, and every segment saw an increase in travel time reliability. For the segments surrounding the I-5 interchanges and the Boones Ferry Road-Elligsen Road and Wilsonville Road corridors, in particular, the buffer indexes were significantly lower (meaning less variability).

KEY WILSONVILLE ARTERIAL ROUTES - 2022 TRAVEL TIME & BUFFER INDEX

NAME OF ROADWAY	EXTENT	DIRECTION	AVERAGE TRAVEL TIME	3-YEAR PERCENT CHANGE	BUFFER INDEX ¹	3-YEAR DIFFERENCE
Boones Ferry Rd	Norwood Rd - Day Rd	NB	1:25	-5%	10%	-20%
		SB	2:10	-10%	120%	20%
Elligsen Rd	Day Rd - 65th Ave	EB	4:20	-20%	40%	-40%
		WB	3:35	-5%	25%	-45%
95th Ave	Elligsen Rd - Boeckman Rd	NB	3:45	0%	45%	-15%
		SB	3:10	5%	20%	-20%
Stafford Rd	65th Ave - Boeckman Rd	NB	1:50	0%	15%	-5%
		SB	2:00	0%	20%	-20%
Boeckman Rd	Grahams Ferry Rd - I-5 Overpass	EB	3:20	0%	20%	-30%
		WB	3:35	10%	20%	-10%*
Boeckman Rd	I-5 Overpass - Stafford Rd	EB	3:00	-5%	20%	-25%
		WB	2:55	-5%	15%	-25%
Wilsonville Rd	Brown Rd - Town Center Loop East	EB	4:05	-5%	40%	-30%
		WB	4:15	-15%	45%	-45%
Wilsonville Rd	Bell Rd - Boeckman Rd	EB	9:20	-5%	30%	-20%
		WB	9:35	-5%	35%	-20%

* Increase is mainly within roundabout at Villebois Dr

¹ Buffer index = the extra time travelers should add to the average travel time when planning trips to ensure a 95% on time arrival rate, considering daily variability in travel times.

PERFORMANCE MEASURES

GOAL 3: FUNCTIONAL & RELIABLE

KEY WILSONVILLE FREIGHT ROUTES - 2022 TRAVEL TIME & BUFFER INDEX

NAME OF ROADWAY	EXTENT	DIRECTION	AVERAGE TRAVEL TIME	3-YEAR PERCENT CHANGE	BUFFER INDEX ¹	3-YEAR DIFFERENCE
Tonquin Rd	Oregon St - Grahams Ferry Rd	EB	3:55	-15%	15%	-35%
		WB	4:00	-20%	20%	-35%
Grahams Ferry Rd	Tonquin Rd - Clutter Rd	NB	2:05	-5%	20%	-20%
		SB	2:25	-5%	30%	-50%
Day Rd	Grahams Ferry Rd - Boones Ferry Rd	EB	2:40	5%	110%	-10%
		WB	1:15	-5%	25%	-30%
Boones Ferry Rd	Norwood Rd - Parkway Center Dr	NB	3:20	-10%	25%	-40%
		SB	4:40	-15%	80%	-10%
95th Ave	Elligsen Rd - Boeckman Rd	NB	3:45	0%	45%	-15%
		SB	3:10	5%	20%	-20%
Boones Ferry Rd	Ridder Rd - Wilsonville Rd	NB	3:25	0%	20%	-10%
		SB	3:45	-15%	45%	-55%
Parkway Ave	Elligsen Rd - Town Center Loop West	NB	4:10	0%	15%	-15%
		SB	4:10	-5%	15%	-25%
Boeckman Rd	Villebois Dr - Canyon Creek Rd	EB	3:50	0%	25%	-30%
		WB	3:40	0%	20%	-25%
Kinsman Rd	Boeckman Rd - Wilsonville Rd	NB	2:00	-10%	20%	-5%
		SB	2:15	-5%	25%	-25%
Town Center Loop West	Wilsonville Rd - Parkway Ave	NB	1:35	-10%	25%	-20%
		SB	1:45	-15%	30%	-45%
Wilsonville Rd	Kinsman Rd - Town Center Loop West	EB	2:15	-10%	55%	-25%
		WB	2:15	-20%	40%	-55%

¹ Buffer index = the extra time travelers should add to the average travel time when planning trips to ensure a 95% on time arrival rate, considering daily variability in travel times.

VEHICLE MILES TRAVELED

Reduce vehicle miles traveled (VMT) per capita by providing robust travel mode choices.

Vehicle miles traveled is a common measurement of roadway use which is calculated by multiplying miles traveled per vehicle by the total number of vehicles for a specified time period. In this report, the definition of “vehicles” include automobiles, light trucks, heavy trucks, and other passenger vehicles used for the movement of people or goods.

Decreasing VMT per capita can directly improve air quality and the overall health of a population. Reducing VMT also eases congestion and improves travel time reliability. VMT levels are lower in communities that are more walkable and compact and in communities that have strong public transportation systems.

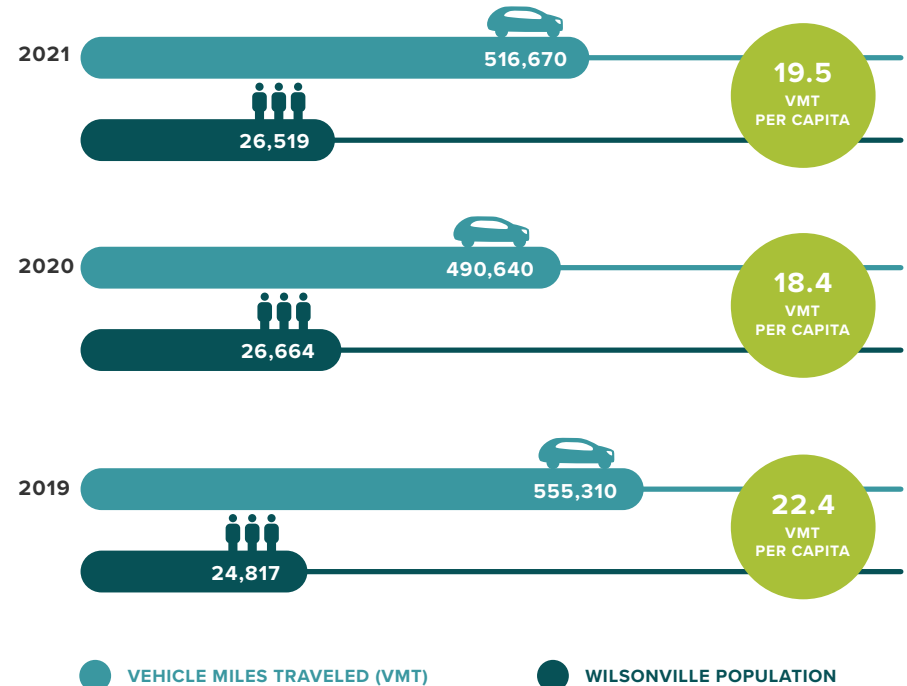
Metro has identified performance targets for VMT, which is to reduce VMT per capita by 10% by 2040 compared to 2015.¹

The figure to the right shows the vehicle miles traveled in Wilsonville for an average weekday. The VMT per capita was 19.5 in 2021, which is a decrease of 13% compared to the VMT in 2019. The VMT in 2020 was even lower at 18.4 vehicle-miles.

The VMT data was acquired from [Replica](#), which is an activity-based travel demand model that simulates the complete activities and movements of residents, visitors, and commercial vehicles on a typical day.

It should be noted that the VMT shown here represents vehicle miles traveled (VMT) by all trips that use the Wilsonville street network. This includes residents and nonresidents as well as trips that may not start or end in Wilsonville.

VEHICLE MILES TRAVELED IN WILSONVILLE (AVERAGE WEEKDAY)



Published population statistics for 2021 were estimated based on the 2020 census.

Based on data from the Oregon Department of Transportation (ODOT), the number of vehicle miles traveled in Oregon in 2021 was 36.8 billion vehicle-miles. The population estimate for Oregon in 2021 was 2.64 million people, resulting in a daily VMT per capita of 23.8 for Oregon public roads.² Clackamas County has a daily VMT per capita of 11.7 vehicle-miles in 2021 based on the same ODOT data.

¹ Chapter 7 - Measuring Outcomes, Regional Transportation Plan, Metro, December 2018.

² <https://www.oregon.gov/odot/Data/Pages/Traffic-Counting.aspx#VMT>

PAVEMENT CONDITION

Updated data was not included in this Performance Monitoring Report, but will be provided in future reports. However, Recommended Action(s) from the previous report are carried over to this update.

CROSS-SECTION COMPLIANCE

Updated data was not included in this Performance Monitoring Report, but will be provided in future reports. However, Recommended Action(s) from the previous report are carried over to this update.

TRANSPORTATION MODE SHARE

Accommodate transportation choices for drivers, pedestrians, bicyclists, and transit riders.

Transportation mode share measures the relative use of transportation options in the City. These options principally include motor vehicle use, walking, biking, and public transit; though travel modes also can include skateboards and wheelchairs. Additional micro-mobility trends such as E-scooters are growing in popularity. E-scooters are not currently available in Wilsonville, but have been available to the public via pilot programs in Tualatin and Tigard.

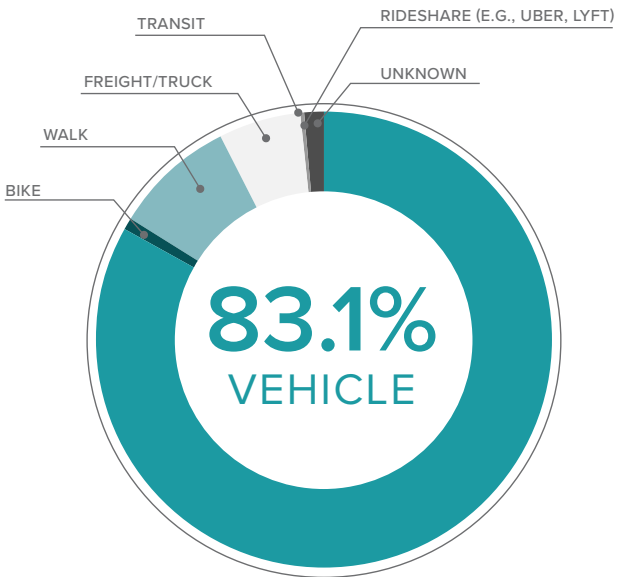
The graphic to the right shows the mode share breakdown for transportation trips in Wilsonville. While automobile use is the predominant travel mode in Wilsonville and provides an important means for the majority of users to access local and regional destinations, it is important for Wilsonville to make other transportation options available to residents, employees, and visitors due to health, equity, and economic benefits. The mode share trips were acquired from [Replica](#), which is an activity-based travel demand model that simulates the complete activities and movements of residents, visitors, and commercial vehicles on a typical day.

Travel options are particularly important to those who may have physical or economic

Metro has identified performance targets for non-driving mode share percentages, which is to triple the walking, biking, and transit mode shares by 2040 compared to 2015.¹

limitations that prevent them from driving their own personal vehicle. In addition, active options such as walking and biking support healthy lifestyles, are economic, and can help reduce traffic congestion and greenhouse gasses – particularly around schools and in areas with higher residential and commercial density.

TRIPS IN WILSONVILLE BY TRANSPORTATION MODE²



PERCENT	TRIPS	TRANSPORTATION MODE
83.1%	209,400	VEHICLE
0.9%	2,264	BIKE
8.8%	22,082	WALK
5.6%	14,132	FREIGHT / TRUCK
0.1%	166	TRANSIT
0.3%	768	RIDESHARE (E.G., LYFT, UBER)
1.3%	3,200	UNKNOWN

¹ Chapter 7 - Measuring Outcomes, Regional Transportation Plan, Metro, December 2018.

² Mode Share in Wilsonville (Data Source: Replica, 2021)

PERFORMANCE MEASURES

GOAL 6: ROBUST

The graphic to the right depicts trends in survey results from the Wilsonville Nation Citizens Surveys (NCS) from 2014 to 2022, as well as transit ridership data from SMART (South Metro Area Regional Transit). The NCS is a bi-annual survey that gathers residents' opinions about community livability, infrastructure, and government services. The questions related to walking, biking, transit, and driving were reported for the surveys between 2014–2022. The percentages shown indicate the percent of residents that would rate the ease of using the particular transportation mode as “Excellent” or “Good”. A summary of the trends in Wilsonville transportation modes is as follows:

- Residents' perception of ease of biking in Wilsonville showed a declining trend between 2014 and 2020, but showed a significant increase in approval in 2020 and 2022. The increase in ease of bicycle use may be due to the construction of new bicycle lanes and addition of buffers to existing bike lanes in key areas of the City between 2020 and 2022. See Page 8 for those locations.
- Residents' perception of ease of driving increased in 2020 and 2022, this may be due to the negative growth in vehicle volumes due to the COVID-19 pandemic and increase in telecommuting options for Wilsonville residents and employees.
- Ease of transit use also increased in 2020 and 2022. Around 2020, SMART implemented real-time bus tracking for the transit system that alerts riders to route changes and gives them a better idea of when buses will arrive.
- Annual bicycle and pedestrian counts were overseen by SMART, collected by volunteers at key locations, and supported by Metro and The National Bicycle and Pedestrian Project. The program was discontinued after 2019.
- SMART transit ridership was trending downward between 2014 and 2019 and took a steep decline in numbers in fiscal year 2020/2021. This is due to the COVID-19 pandemic, which resulted in a sudden increase in telecommuting and reduced demand for transit services. The ridership numbers slightly increased the following year (2021/2022) and are expected to continue to increase over the next few years as users gain comfort with transit options.



CHANGE IN BIKING AND WALKING TRIPS

Using Replica data¹, the change in biking and walking trips over the last few years in Wilsonville are reported below. The trips changes are further broken down into the following neighborhoods:

NORTHEAST	EAST	SOUTHEAST
East of I-5 and north of Boeckman Road	East of I-5 and between Boeckman Road and Wilsonville Road	East of I-5 and south of Wilsonville Road
VILLEBOIS + WEST	SOUTHWEST	
West of I-5 and between Boeckman Road and Wilsonville Road	West of I-5 and south of Wilsonville Road	

The trip data shown in the data table are biking and walking trips that originated in the neighborhood listed.

For biking trips, there was an average 60% decrease in trips in Wilsonville between 2019 and 2021. However, the biking trip numbers increased by two-fold (approximately 100%) on average between 2021 and 2022, meaning that the current number of biking trips are almost back to what they were in 2019.

For walking trips, there was an average 25% increase in trips in Wilsonville between 2019 and 2021. Between 2021 and 2022, the increase in walking trips was lower at an average of 1% - 5%.

NEIGHBORHOODS	BIKING TRIPS		WALKING TRIPS	
	2019-2021	2021-2022	2019-2021	2021-2022
NORTHEAST	-60%	150%	15%	1%
EAST	-65%	95%	35%	1%
SOUTHEAST	-60%	55%	25%	-5%
VILLEBOIS + WEST	-60%	110%	30%	-5%
SOUTHWEST	-55%	50%	15%	15%

It is reasonable to assume that biking and walking trips could continue to increase through the next few years, especially in the East and Northeast Neighborhoods as more planned residential and commercial-retail development is expected to occur.

¹ [Replica](#) is an activity-based travel demand model that simulates the complete activities and movements of residents, visitors, and commercial vehicles on a typical day.

PUBLIC SATISFACTION OF FACILITIES

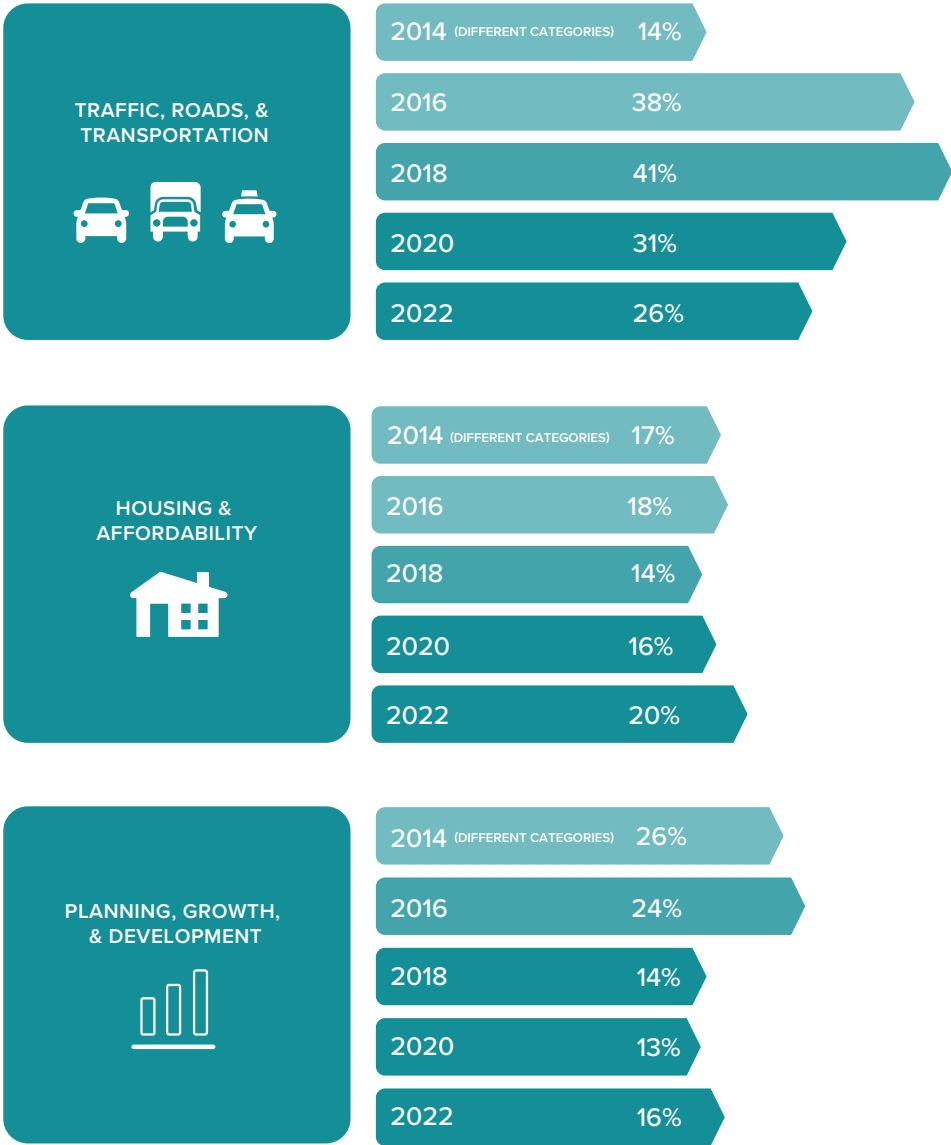
Maintain positive citizen satisfaction with the City’s transportation facilities and services.

Citizen surveys are a helpful way to gauge public perception regarding the effectiveness of Wilsonville’s transportation system. The purpose of the transportation system is to connect residents, employees, and visitors with their desired destinations, and to do so in a safe and convenient manner. By understanding a wide range of user perspectives, the City can identify areas where improvements can be made and are likely to be most appreciated by the public.

The National Citizens Survey (NCS) captures residents’ opinions within three pillars of a community (Community Characteristics, Governance, and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment, and Community Engagement).

Based on the survey results, Wilsonville residents have continued to identify Traffic and Infrastructure as the biggest priority facing the City (26% of total responses in 2022) over Housing & Affordability and Planning, Growth, & Development.

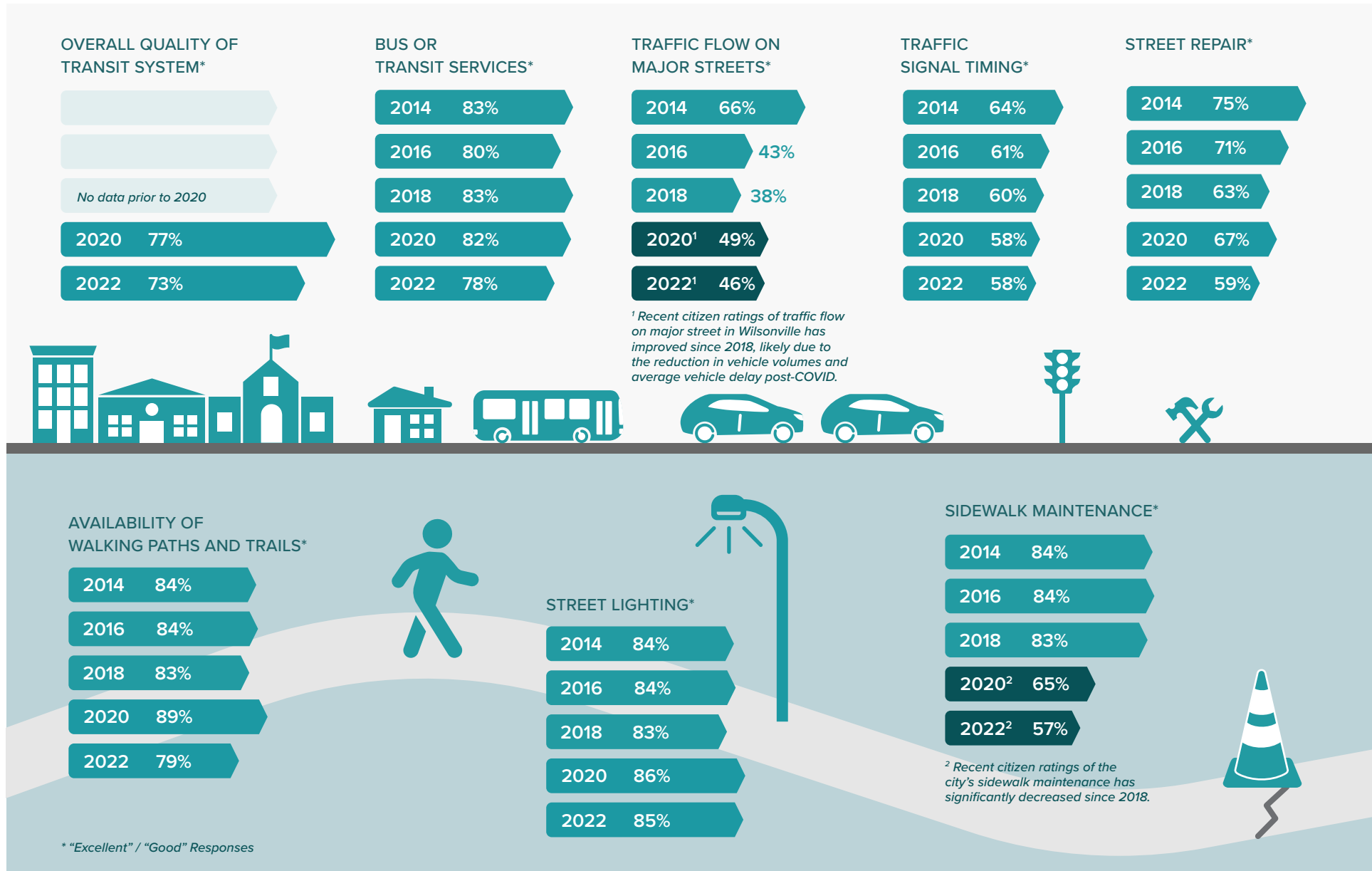
BIGGEST PRIORITY FACING THE CITY, ACCORDING TO RESIDENTS



PERFORMANCE MEASURES

GOAL 7: PROMOTES LIVABILITY

PERCEPTION OF CONDITIONS (BASED ON NCS RESULTS)



HEALTHY CONDITIONS AND LIFESTYLE OPTIONS

Provide transportation facilities that support improved health of residents.

Health conditions and healthy lifestyle choices are an essential contributor to livability and are enhanced by an individual’s built environment, including the transportation system. Families, employees, and others benefit from convenient and attractive paths and trails that support outdoor recreation, activity, and travel.

The City of Wilsonville can encourage and support resident’s healthy lifestyles by making active transportation options available. Over the years, the National Citizen Survey results indicate that there is not much change in how many residents have a positive perception (i.e., rating as excellent or good) of the fitness opportunities in Wilsonville, which include exercise classes, paths or trails, etc. The City should continue to encourage active transportation as a healthy option for citizens as they enhance the multimodal network described in Goal 2.



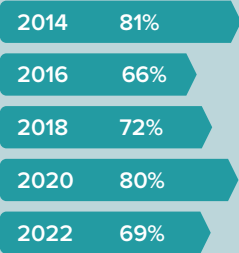
HEALTH AND WELLNESS



FITNESS OPPORTUNITIES

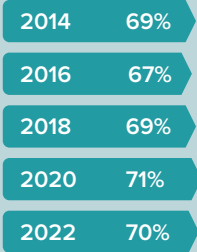
“Excellent” / “Good” Responses

(INCLUDING EXERCISE CLASSES AND PATHS OR TRAILS, ETC)



GENERAL PERCEPTION OF PERSONAL HEALTH

“Excellent” / “Very Good” Responses



RECOMMENDED ACTIONS

This performance report update continues to support Wilsonville's effort towards improved performance management of its transportation system. The Transportation System Performance Monitoring and Reporting Program tracks system-wide performance measures which align with the City's transportation

goals. Tracking the performance measures on a regular basis, through updated bi-yearly future reports, will allow the benefits of public investments and private development to be better understood and directed more effectively.

TSP GOAL	MEASURE	RECOMMENDED ACTION(S)
1 SAFE	Fatal and Serious Injury Collisions	<p>Identify funding for TSP projects that improve multimodal safety.</p> <p>Identify corridors and intersections where, based on safety data, the visibility of vehicles, pedestrians, and bicycles could be improved with lighting.</p> <p>Implement intersection design treatments to increase awareness and improve compliance at traffic control locations.</p> <p>Identify eligible locations within the City that would be competitive for ARTS safety funding (e.g., Wilsonville Road and Town Center Loop West).</p> <p>Prioritize and implement safety-oriented projects in the Town Center Master Plan.</p>
2 CONNECTED AND ACCESSIBLE	Multimodal Connectivity	<p>Continue to require streets, sidewalks, and bicycle and pedestrian connectivity through developments, connecting planning and city capital improvement projects.</p> <p>Identify funding for projects that provide sidewalk infill, improve key pedestrian crossings, make new bike lane connections, and install bike lane buffers.</p> <p>Consider adding bike lanes on Ridder Road, Parkway Avenue (Holly Lane to Memorial Drive), and Elligsen Road (Parkway Center to Canyon Creek) to fill gaps in bicycle connectivity. All would require roadway widening with varying levels of right-of-way and geographical constraints.</p>

Goals and Recommended Action(s) continue on following page.

RECOMMENDED ACTIONS

TSP GOAL	MEASURE	RECOMMENDED ACTION(S)
3 FUNCTIONAL AND RELIABLE	Intersection PM Peak Hour Delay	Continue upgrading traffic signal controllers to allow for the collection of automated transportation performance data. Review intersection performance measures and work with Clackamas County to evaluate corridors (Wilsonville Road, Boones Ferry Road, and Elligsen Road) that would benefit from optimized signal timing and/or coordination.
	Vehicle Miles Traveled	Implement or improve bicycle and pedestrian programs, carpooling and rideshare programs, complete streets, and transit-oriented development to reduce VMT. Continue building pedestrian, bicycle, and transit facilities for all ages and abilities to encourage mode shift and reduce VMT.
	Travel Time Reliability on Key Arterial Routes	Identify acceptable travel times and buffer indexes for key arterial corridors in Wilsonville. Coordinate with regional partners to share performance data and continue evaluation efforts on local and regional roadways.
	Travel Time Reliability on Freight Routes	Maintain acceptable travel time reliability for key freight route corridors in Wilsonville. Consider implementing recommendations from the Clackamas County ITS Plan to other facilities within the City such as travel time monitoring systems, transit signal priority (TSP), and adaptive signal timing.
4 COST EFFECTIVE	Pavement Condition	Continue to regularly inventory the PCI of City Streets via in-house staff. ¹ Create an action plan for the public's high priority roadways that target areas of public concern and best prioritize the City's Pavement Management budget. ¹ Partner with private developments to cost effectively fund full street pavement repairs as part of development construction. ¹
5 COMPATIBLE	Cross-section Compliance	Continue to implement the City's TSP Urban Upgrades (UU) projects that bring streets up to City cross section standards. ¹

Goals and Recommended Action(s) continue on following page.

¹Recommended Action(s) taken from previous Performance Report

RECOMMENDED ACTIONS

TSP GOAL	MEASURE	RECOMMENDED ACTION(S)
6 ROBUST	Transportation Mode Share	<p>Continue to support SMART in the investment of capital projects identified in the recently approved Transit Master Plan that focus on increasing transit frequency and expanding transit service to areas like Frog Pond and Town Center to encourage transit use.</p> <p>Coordinate with Clackamas County to attain bike and pedestrian data at traffic signals to monitor annual walking and biking usage in Wilsonville.</p> <p>Explore bicycle detection with upgraded signals to enhance safety and bikeability throughout the City while collecting modal data that can be used in the performance monitoring process.</p> <p>Continue building pedestrian, bicycle, and transit facilities for all ages and abilities to encourage mode shift.</p>
	Public Satisfaction of Facilities	<p>Continue to use citizen surveys, such as the National Citizen Survey (NCS), on a bi-yearly basis to track and monitor citizen's opinions on the City's transportation system.</p> <p>Use responses to guide funding decisions and promote programs and projects that matter to citizens. Specifically, traffic flow, street repair, sidewalk maintenance, and transit service.</p>
7 PROMOTES LIVEABILITY	Health Conditions & Lifestyle Options	<p>Identify new data sources or metrics to analyze the relationship between Wilsonville's transportation system and the health of its residents.</p> <p>Implement complete streets policies that require or encourage a safe, comfortable, integrated transportation network for all users, regardless of age, ability, income, ethnicity, or mode of transportation.</p> <p>Implement social media and news campaigns to promote active transportation and improve citizen awareness of existing walking and biking infrastructure as well as campaigns of future walking and biking projects built by the City.</p>



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 16, 2023	Subject: Proposed Updates to Solid Waste Franchise Agreement and related Administrative Rules Staff Member: Amanda Guile-Hinman, City Attorney; Stephanie Davidson, Assistant City Attorney Department: Legal	
Action Required <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: N/A		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Provide policy guidance on proposed updates to the administrative rules relating to the solid waste collection franchise with Republic Services, specifically, regarding regulations concerning solid waste, recycling, and food waste collection services.

EXECUTIVE SUMMARY:

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. 814, taking effect on July 1, 2018 (the “Franchise Agreement”). 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 July 31, 2019 (the “Administrative Rules”).

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;
- 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 addresses 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.

The City and Republic Services now have four years of experience operating under the Franchise Agreement and Administrative Rules.

This staff report will: (1) Explain why City Council should consider updating the Franchise Agreement and Administrative Rules, (2) Outline recommended changes to the Administrative Rules, with a particular focus on the Metro Business Food Waste Program and the new Recycle+ Program, and (3) Review additional proposed revisions to the Franchise Agreement based on Council discussions at its September 18, 2023 and October 2, 2023 work sessions.

I. REASONS TO UPDATE THE FRANCHISE AGREEMENT AND ADMINISTRATIVE RULES

City staff recommend updating the Franchise Agreement and the Administrative Rules for the following reasons.

A. Metro Business Food Waste Program

The Metro Business Food Waste Program requires that certain business source separate food waste, and that waste haulers collect food waste separately from other waste materials. On July 26, 2018, the Metro Council adopted Ordinance No. 18-1418, which established the Metro Business Food Waste Program. This program was originally planned to take effect in March 2020, but was delayed for two years due to the impacts of COVID-19. Implementation of this program has been phased in over the past few years.

When the City was working on the Franchise Agreement and Administrative Rules, City staff were aware that Metro was considering a mandatory Food Waste collection program. Therefore, the Administrative Rules, which were effective as of July 31, 2019, include a *voluntary* Food Waste collection program (Republic Services must *offer* collection service for Food Waste, but customers are not required to use or obtain this service).

On August 5, 2019, the City adopted Ordinance No. 837 to comply with the requirements on local governments in Metro Ordinance No. 18-1418. Since then, Metro has adopted and revised administrative rules that govern the Metro Business Food Waste Program: [Metro's Administrative Rules 5.15-4000 through 4085](#), attached as **ATTACHMENT B**. These Metro administrative rules include a number of requirements that apply to local governments.

In order to comply with Metro's Code and Administrative Rules relating to its Food Waste Program, the City must amend its Franchise Agreement and Administrative Rules to add language that is mandated under the requirements set forth in [Metro's Administrative Rules 5.15-4000 through 4085](#), attached as **ATTACHMENT B**, and to make participation in the City's food waste collection program mandatory for certain businesses.

B. Other Updates to Metro's Code and Administrative Rules; Minimum Service Requirements for Multi-family Housing

Separate from its regulations concerning the Business Food Waste Program, on December 10, 2020, the Metro Council adopted Ordinance No. 20-1451, which updated the Metro Code Chapter 5.10 ("Regional Waste Plan") and Chapter 5.15 ("Local Government Requirements Under the Regional Waste Plan"). As a result, the portions of Metro's Code relating to solid waste disposal and recycling were re-organized.

As part of Metro’s updated Regional Waste Plan, Metro adopted administrative rules effective as of April 4, 2021 that add a number of requirements that apply to local governments. These requirements relate to solid waste and recycling requirements for service to single-family residential, multi-family residential, and business customers. The biggest changes are the new minimum service requirements for multi-family residential customers. To comply with these portions of Metro’s Code, local governments must update their codes and administrative rules. In the City of Wilsonville, these changes will affect the way that Republic Services provides service to Wilsonville residents, and will directly impact the subject matter of the Franchise Agreement and Administrative Rules.

Wilsonville’s Franchise Agreement and Administrative Rules must be updated to incorporate these requirements.

C. Recycle+ Program

There is growing public demand for opportunities to recycle waste materials that currently are not available as part of the standard recycling services, particularly, different types of plastics, and other collection services are increasingly working to meet this demand. For Republic Services to retain its exclusive franchise with the City for all types of recycling collection services, it must be enabled to provide these additional recycling services pursuant to its franchise.

The following jurisdictions have already adopted their own versions of the Recycle+ Program: Clackamas County, Washington County, Beaverton, King City, Tigard, Gresham, and Durham. In addition, the following jurisdictions are actively working to adopt a version of the Recycle+ program: Tualatin, Lake Oswego, Hillsboro, Sherwood, and Oregon City.

Wilsonville’s Franchise Agreement and Administrative Rules must be updated to incorporate language relating to this new “Recycle+” program.

II. PROPOSED UPDATES TO THE ADMINISTRATIVE RULES

A. Metro Food Waste Program

a. Which Businesses Must Participate in the City’s Food Waste Collection Program?

“Covered Businesses,” which is a term defined in Metro’s Code and Administrative Rules, and in the proposed revisions to the City’s Franchise Agreement and Administrative Rules, will be required to participate in the City’s Food Waste collection program. Under the proposed revisions to the City’s Franchise Agreement and Administrative Rules, a “Covered Business” is”

“a workplace or business that cooks, assembles, processes, serves, or sells food, or does so as a service provider for other enterprises

that is required to comply with the Metro Business Food Waste Program.”

b. What is “Food Waste”?

Under Metro’s Code and Administrative Rules, and the proposed revisions to the City’s Franchise Agreement and Administrative Rules, “Food Waste” is:

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

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

Food waste does not include “front of house” Food Waste; in other words, customers and clients are not required to sort Food Waste and participate in Metro’s Food Waste Program. Only “back of house” Food Waste that is in the possession and control of a Covered Business must be sorted and appropriately disposed of under the Food Waste Program.

c. Public Outreach and Education

Metro and Clackamas County have already undertaken education and outreach to the Covered Businesses. Clackamas County, as part of this program, will continue education and outreach activities for the City as this project moves forward.

In addition, City staff will include information in the Boones Ferry Messenger and will provide information on the City’s garbage and recycling services webpage on the City’s website: www.ci.wilsonville.or.us/residents/page/garbage-and-recycling-services.

Community Development Department staff also engage with businesses constituents regarding food waste collection requirements during in-person contact, by email, and through its regular monthly newsletter.

The City will work with its regional counterparts to administer the business waiver should any business request to do so.

d. Status of Implementation of Metro's Food Waste Program; Implementation Challenges

Under Metro's Administrative Rules, businesses are broken into three groups, and local governments must require these businesses to participate in their Food Waste programs on the following schedule:

		Implementation deadline
Group 1	Businesses that generate more than 1,000 lbs of Food Waste per week (e.g., major grocery stores, large restaurants, and Coffee Creek Correctional Facility)	March 31, 2023
Group 2	Businesses that generate 500-1,000 lbs of Food Waste per week (e.g., mid-sized restaurants, certain hotels, and certain senior care facilities)	September 30, 2023
Group 3	Businesses that generate 250-500 lbs of Food Waste per week (e.g., smaller restaurants, schools, coffee and juice stands, and fast food restaurants)	September 30, 2024

Currently, the implementation deadlines in the City's Administrative Rules are out-of-date because Metro delayed implementation of this program during the Covid-19 pandemic. In accordance with Metro's current administrative rules, the City only requires Group 1 businesses to participate in its Food Waste program.

e. Proposed Updates to Administrative Rules

Proposed revisions to the Administrative Rules to City Council include the following changes, which reflect requirements that local governments must comply with under Metro's Code and Administrative Rules relating to its Food Waste Program:

- Elimination of implementation deadlines from Metro's Administrative Rules, and simply referring to requirement to comply with Metro's Food Waste Program within definition of "Covered Business;"

- New enforcement and education requirements applicable to the City, Republic Services, and Covered Businesses;
- Fees payable by Covered Businesses for failing to source separate Food Waste from other forms of waste material, and,
- Language relating to waivers that Covered Businesses may seek, which would excuse a Covered Business from compliance with the Food Waste collection program.

B. Metro Regional Waste Plan Updates – Minimum Service Requirements for Multi-family Housing

a. Updated Definition of “Multifamily”

The current definition of this term is “any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.” City staff recommend referring to “a single lot,” rather than a “single tax lot,” because tax lots are relatively easy to change (e.g., split a single tax lot into more than one tax lot). Further, this definition currently refers to three or more dwellings for conformity with the City’s Development Code. However, City staff recommend limiting this definition to five or more dwellings for conformity with Metro’s Code and Administrative Rules and Oregon laws pertaining to solid waste and recycling services, and greater consistency for Republic Services.

b. New Minimum Service Requirements for Multi-family Customers

The most significant change with respect to multi-family customers in recent updates to Metro’s Administrative Rules is a requirement that local governments implement a new minimum service for multi-family customers: No less than 20 gallons per week of solid waste and co-mingled recycling service, and no less than one gallon per week of glass service. Further, Metro now has requirements regarding the types of receptacles that must be provided to multi-family customers by franchisees like Republic Services (e.g., prescribed colors and signage). Proposed revisions to the Administrative Rules include this language.

c. Enclosure Issue

City staff have been working with Republic Services to implement service to multi-family customers for some time. Currently, the most significant implementation issue is enclosures. Enclosures are the communal areas where the facility’s residents dump and consolidate their solid waste and recyclable materials (i.e., the enclosed area with carts or dumpsters). These are some of the most common issues that Republic Services encounters with respect to enclosures:

- The enclosure is inaccessible (e.g., location cannot be accessed by Republic Services’ vehicles, cars or bulky waste such as mattresses block Republic Services’ access to the enclosure);
- The enclosure cannot be *safely* accessed by Republic Services (e.g., the ground within the enclosure is uneven); or,

- The enclosure is too small to accommodate all required containers (e.g., carts and dumpsters are located outside the enclosure, or there is not enough space around the carts and dumpsters).

Some multi-family customers do not have an enclosure at all. City staff are exploring options for supporting multi-family customers to either build new enclosures or improve existing enclosures.

C. Recycle+ Program

a. Description of Service

The Recycle+ Program looks very similar from jurisdiction to jurisdiction, and currently all jurisdictions charge the same fee for this service. Republic Services offers two pickups per month. Each subscribing customer is charged a subscription fee (which is assessed on a monthly basis) and a pick up fee (which is assessed each time Republic Services conducts a pickup with the customer). The customer may call Republic Services to arrange for pickup of materials once every two weeks; if the customer does not schedule a pickup, the pickup fee is not assessed.

Republic Services provides each subscribing customer with a dedicated plastic tote and a bag for each collectable material. Each subscribing customer must ensure that materials set out for collection are dry, appropriately source separated into the provided bags, and placed in the provided plastic tote.

b. How Is Implementation in Other Jurisdictions Going?

Republic Services reports that the Recycle+ Program has been underutilized by customers outside of initial pick-ups within the first month(s) of subscription. They have observed a trend of customers accumulating materials, subscribing for Recycle+ service, getting rid of all of these materials, and then not needing pickup for a number of months.

One of Republic Services' biggest concerns is ensuring that there is a sustainable end market for all materials collected through the Recycle+ Program, which is a concern because this can change from month to month. Keeping customers updated on these changes is challenging.

However, to retain an exclusive franchise over recycling services, Republic Services must provide services that competitors offer. The exclusivity of the franchise is inapplicable to services that Republic Services does not offer. As such, Republic Services is supportive of including Recycle+ as an optional service, consistent with offerings in other jurisdictions.

c. Proposed Updates to Administrative Rules

City staff have drafted language to create a Recycle+ program modeled off Clackamas County's administrative rules for its Recycle+ program, which includes the following components:

- Residential customers' participation in the Recycle+ program is voluntary and optional – not mandatory;
- The Recycle+ program is an on-call program, meaning that customers are responsible for requesting collection service from Republic Services, and must pay an additional fee for enrollment in the program and each pick up;
- Republic Services is required to collect a specific list of materials, which the City and Republic Services will update over time based on Republic Services' processing capacity and the availability of recycling markets;
- Customers are required to source separate materials that may be collected under this program, and use receptacles that meet certain specifications; and,
- Republic Services, may, but is not required to, offer this service to multi-family customers.

D. Other Notable Updates

City staff also propose the following relatively minor updates to the Administrative Rules:

- Waste drop off. Clarification that only certain recyclable materials – and not solid waste, yard debris, or organic materials – can be dropped off.
- Metro receptacle requirements. Addition of new Metro requirements regarding waste receptacles for all categories of customers (although, requirements that take effect in the future have not been incorporated, and City staff plan to update the City's Administrative Rules in the future to capture these updates).
- Yard debris. Minor changes to ensure that references to yard debris service are accurate (e.g., removal of yard debris from minimum service requirements for commercial customers).
- Service Hours. Potential adjustment to service start time for areas that contain both commercial and residential customers.
- Parallel Updates with Franchise Agreement. Implement changes made to the City's Franchise Agreement (e.g., switch from a fiscal year to a calendar year).
- Vacation Credits. Clarification regarding how customers may accrue and use vacation credits, and that only single-family residential customers (and not multi-family or commercial customers) are eligible for vacation credits.
- Access to receptacles and recycling facilities. Inclusion of new Metro requirement that landlord or property owners provide access for solid waste receptacles.

- Updated terms. Update to certain defined terms (e.g., “Multi-family” is now unhyphenated for greater consistency with Metro’s Code and Administrative Rules, use of broader term “Organic Materials” rather than just “Yard Debris” or “Food Waste” in many instances where that is appropriate).

III. PROPOSED REVISIONS TO THE FRANCHISE AGREEMENT FROM SEPTEMBER 18 AND OCTOBER 2, 2023 WORK SESSIONS

A. Single, Combined Annual Report

Council discussed options regarding the current reporting structure of the Bi-Annual and Annual Reports identified in the Franchise Agreement. Council consensus indicated a preference toward continuing to receive the experiential data (customer complaints, outreach, marketing, etc.) and operational data (expenses, revenues, amount of waste/recyclables/organic materials hauled, etc.), but to receive such data once each year as identified in the Annual Report. Staff has drafted revised language in the proposed Franchise Agreement in Article VII and Article XI, an excerpt of which is attached hereto as **Attachment C**, and will also make related referential updates to the Franchise Agreement if Council is supportive of the revision.

B. Electric Vehicles as an Allowable Expense

Council also deliberated whether to remove or modify the language regarding electric vehicles in the definition of an Allowable Expense. Currently, the Franchise Agreement states that new vehicle and equipment purchases are allowable expenses, “excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks.” Council discussed two potential options to revise the language, of which staff will seek Council feedback at the October 16, 2023 work session. Deletions of current language in the Franchise Agreement are identified by ~~strikethrough~~ and insertions are identified by *italics*.

Option 1: “...excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks, *except as otherwise authorized by City Council*”

Option 2: “...excluding vehicles or equipment that ~~involve new or emerging technology or that~~ are part of a pilot project *or experimental technology* ~~are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks,~~ *except as otherwise authorized by City Council*”

The main distinction between the two options is whether electric vehicles and related equipment are expressly identified as purchases that require prior Council approval to be considered an Allowable Expense.

EXPECTED RESULTS:

Amendment and restatement of the City's Franchise Agreement and its related Administrative Rules. Updated commercial food waste program requirements, rollout of a new Recycle+ program, and new regulations regarding multi-family services.

TIMELINE:

Approximate timeline of expected upcoming events:

1. October 16, 2023 – Second Council Work Session to review draft ordinance and related administrative rules
2. November 6, 2023 – First Reading of ordinance
3. November 6 or 20, 2023 – Second Reading of ordinance
4. January 1, 2024 – Ordinance and related administrative rules become effective

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate any budgetary impacts.

COMMUNITY INVOLVEMENT PROCESS:

City staff have engaged in meetings with Republic Services and have collaborated with Republic Services to draft revisions to the Franchise Agreement and Administrative Rules.

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:

Community members, particularly residents, will benefit from updates to the Franchise Agreement and Administrative Rules. The Recycle+ program will allow residents to recycle more materials and remove them from the solid waste disposal stream. The additional requirements for services to multi-family customers will improve the services that residents in multi-family housing receive. This is noteworthy given the number of Wilsonville residents living in multi-family housing.

ALTERNATIVES:

Retain existing Franchise Agreement and its related administrative rules, which is not ideal because they are out of date, and will not comply with updated Metro regulations.

CITY MANAGER COMMENT:

ATTACHMENTS:

1. Attachment A: Proposed revisions to the Administrative Rules
2. Attachment B: [Metro's Administrative Rules 5.15-4000 through 4085](#) ("Business Food Waste Requirement")
3. Attachment C: Proposed update to Article XI of the Franchise Agreement



SOLID WASTE MANAGEMENT AND COLLECTION ADMINISTRATIVE RULES

Implementing Solid Waste Franchise Ordinance No.

Effective: ~~July 31, 2019~~ January 1, 2024

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Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of ~~the Wilsonville~~Wilsonville's residents and to provide a coordinated program for the collection and Disposal of ~~Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials~~Waste. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive ~~Solid Waste, Recycling, Yard Debris, and Organic Materials~~ collection, processing, and Disposal ~~programs~~of Waste within the City ~~to benefit all Wilsonville residents and businesses.~~
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service, and Franchisee and Customer responsibilities.

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. ____ (the "Franchise Agreement").

1.1. Scope of Rules

~~It is the intent of these Administrative~~These Rules ~~to~~ articulate the operational standards and expectations for ~~Solid Waste, Recycling, Yard Debris, and Organic Materials~~the collection ~~as defined by, processing, and Disposal of Waste within~~ the ~~Franchise Agreement authorized by City Ordinance No. 814.~~

1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments ~~shall~~must be forwarded to the Franchisee who ~~shall~~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 ~~the~~these Solid Waste Management and Collection Administrative Rules ~~contained herein.~~

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.

~~2.2.2.3.~~ **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. ~~Bulky Wastes does not include any appliances that contain Freon or other refrigerants.~~

~~2.3.2.4.~~ **Cart** means a container provided by Franchisee that is ninety (90) gallons or less.

~~2.4.2.5.~~ **City** means the City of Wilsonville, Oregon.

~~2.6.~~ **Clackamas County** means Clackamas County, Oregon.

~~2.5.2.7.~~ **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, ~~manufacturing~~, or processing activities in residential dwellings.

~~2.6.2.8.~~ **Commission** means the Environmental Quality Commission.

~~2.7.2.9.~~ **Compact** or **Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.

~~2.8.2.10.~~ **Compactor** means any self-contained, power-driven mechanical equipment designed for the ~~containment and compacting of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials~~ Compacting of materials.

~~2.9.2.11.~~ **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of ~~Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials~~ Waste, but not a Drop Box or Compactor.

~~2.10.2.12.~~ **Council** means the City Council of the City of Wilsonville.

~~2.11.2.13.~~ **Covered Business** means ~~an organization~~ 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 ~~subject required to comply with the Metro Ordinance No. 18-1418 (Business Food Waste Requirement)~~ Program.

~~2.12.2.14.~~ **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” shall be~~ 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.

~~2.13.2.16.~~ **DEQ** means the Oregon Department of Environmental Quality.

~~2.14.2.17.~~ **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials~~ materials.

~~2.15.2.18.~~ **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.

~~2.16.2.19.~~ **Drop Box** means a single container designed for the storage and collection of large volumes of ~~Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials~~ Waste that is

usually ten (10) cubic yards or larger in size.

~~2.17.~~2.20. **EPA** means the United States Environmental Protection Agency.

~~2.18.~~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~~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~~Waste” does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations. For purposes of these Rules, Food Waste is included and incorporated into the definition of Organic Materials, below.

2.22. **Franchisee** means ~~the person granted the franchise by~~Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.

~~2.19.~~2.23. **Franchise Agreement** means City Ordinance No. 814, or a subcontractor of such person.
no. _____.

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

~~2.21.~~ **Generator** means the person who produces ~~Solid Waste, Recyclables, Yard Debris, Organic Materials, or Other Materials to be placed, or that is placed, out for Disposal.~~

~~2.22.~~2.24. **Goods** means ~~kitchen or other large appliances that are Bulky Wastes.~~

~~2.23.~~2.25. **Hazardous Waste** includes:

~~2.23.1.~~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.

~~2.23.2.~~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:

~~2.23.2.1.~~2.25.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

~~2.23.2.2.~~2.25.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or ~~Disposed~~disposed of, or otherwise managed.

~~2.23.3.2.25.3.~~ Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in ~~subsections~~Sections 2.2125.1. and 2.2125.2. of this subsection.

~~2.23.4.2.25.4.~~ To the extent not covered by the preceding subsections of this Section ~~2.2125,~~ 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.

~~2.24.2.26.~~ **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, some cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, ~~shall~~does not include any materials that are not considered household hazardous waste by the EPA or DEQ.

~~2.25.2.27.~~ **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.

~~2.26.2.28.~~ **Metro** means the Portland metropolitan area regional government.

~~2.29.~~ ~~**Multi-Family**~~**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.

~~2.27.2.30.~~ **Multifamily** means any multi-dwelling building or group of buildings that contains ~~three~~five or more dwellings on a single ~~tax~~-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.

~~2.28.2.33.~~ **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 ~~Material~~” ~~includes~~Materials” include, but ~~is~~are not limited to, Food Waste, ~~Yard Debris~~, 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.

~~2.29.2.34.~~ **Other Materials** means ~~any materials the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to these Administrative Rules, including Goods,~~ Bulky Waste, ~~and~~tires, Infectious Waste, ~~Unacceptable Waste, Household Hazardous Waste, and Special Waste, specifically excluding Recycle+~~ Materials.

~~2.30.2.35.~~ **Person** means an individual, partnership, association, corporation, ~~Limited Liability~~

~~Company~~limited liability company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.

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

~~2.32. Rates means the costs for Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials as set forth in Attachment 2 to Ordinance No. 814, which may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.~~

2.36. Rate means the cost payable by a Customer to the Franchisee for Service.

~~2.33.2.37.~~ Receptacle means a Cart, Container, Drop Box, Compactor, recycling bin, or any other means of containment provided by Franchisee of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials container used for the Disposal of Waste.

~~2.34.2.38.~~ 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.

~~2.35.2.39.~~ Recyclable Materials List means the current list of Recyclable Materials collected by Franchisee for Recycling, ~~as further defined in Subsection 6.2.2 herein~~ 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 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.

~~2.36.2.42.~~ Recycling ~~includes~~means the collection, transportation, storage, and processing of waste materials by which such materials are reused or transformed into raw materials for the manufacturer of new products Recyclable Materials.

~~2.37.2.43.~~ Residential means a single-family dwelling unit or duplex (i.e., an attached two-dwelling unit) on a single ~~tax~~-lot.

~~2.38.2.44.~~ Resource Recovery and Resource Recovery Facility mean the process of obtaining useful material or energy resources from ~~Solid~~ Waste, including energy recovery, materials recovery, Recycling, or Reuse of ~~Solid~~ Waste, and a location at which such material or energy resources are obtained from the processing of ~~Solid~~ Waste.

~~2.39.2.45.~~ Reuse means return of waste into the economic stream, to the same or similar use or application, without change in the waste's identity.

~~2.40.2.46.~~ Service means the collection, transportation, Disposal of, or Resource Recovery ~~from Solid~~ of Waste, ~~Recyclable Materials, Yard Debris, Organic Materials, or Other Materials~~ by Franchisee pursuant to the Franchise Agreement and these Rules.

~~2.41.2.47.~~ Service Area means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.

~~2.42.2.48.~~ **Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's ~~Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials, as applicable~~ Waste.

~~2.43.2.49.~~ **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:

~~2.43.1.2.49.1.~~ Unacceptable Waste;

~~2.43.2.2.49.2.~~ Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;

~~2.43.3.2.49.3.~~ Cardboard generated by a Person ~~where the Person~~ that is the ~~generator~~ Generator or source, and ~~bales~~ baled and ~~transports the cardboard~~ transported to a Resource Recovery Facility. ~~Such~~ (such Person ~~shall be~~ is deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the ~~cardboard generator's~~ Person's business);

~~2.43.4.2.49.4.~~ Material used for fertilizer or other productive purposes in agricultural operations;

~~2.43.5.2.49.5.~~ Discarded or abandoned vehicles or parts of vehicles;

~~2.43.6.2.49.6.~~ Tires; or

~~2.43.7.2.49.7.~~ Recyclable Materials, Organic Materials, or Recycle+ Materials that are Source Separated and set out for Recycling; or

~~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.

~~2.44.2.50.~~ **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.

~~2.45.2.51.~~ **Source Separated Materials** means ~~the sorting of different~~ material comprising a waste (such as glass, metals, paper, plastics) that has been separated at its point of generation, ~~for a simpler and more efficient Recycling or final Disposal.~~

~~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 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.

~~2.46.~~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.

~~2.47.~~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.

~~2.48.2.56.~~ **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.~~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. Residential Curbside Collection.~~

- 3.1.1.1. Solid Waste – regularly scheduled ~~(weekly or bi-weekly)~~ Service ~~for which Franchisee bills the Customer on a monthly or bi-monthly basis.~~
- 3.1.1.2. ~~Yard Debris~~Organic Materials – regularly scheduled Service ~~for which Franchisee bills the Customer on a monthly or bi-monthly basis~~the same day as Solid Waste collection.
- 3.1.1.3. Co-mingled Recycling – regularly scheduled Service ~~for which Franchisee bills the Customer on a monthly or bi-monthly basis~~on the same day as Solid Waste collection.
- 3.1.1.4. Glass Recycling – regularly scheduled Service ~~for which Franchisee bills the Customer on a monthly or bi-monthly basis~~on the same day as Solid Waste collection.
- ~~3.1.1.5.1.1.1.1. Battery~~Other Materials ~~as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.~~

~~3.1.2. Commercial Collection~~

~~3.1.2.1.1.1.1.1. Solid Waste~~ – regularly scheduled Service ~~for which Franchisee bills the Customer on a monthly basis.~~

~~3.1.2.2.3.1.1.5.~~ Co-mingled Recycling – regularly scheduled Service ~~for which Franchisee bills the Customer on a monthly basis.~~on the same day as

Solid Waste collection.

~~3.1.2.3. Organic Materials – for Covered Businesses, regularly scheduled Service of Food Waste, and for all other businesses and for any other Organic Materials, voluntary service, each of which Franchisee bills the Customer on a monthly basis.~~

~~3.1.2.4. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.~~

~~3.1.2.5.~~ 3.1.1.6. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.2. 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.

~~3.1.3.~~ 3.1.2.2. Co-mingled; Recycling, and Yard Debris Drop-off Site – 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 – regularly scheduled Service

3.1.3.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

~~3.1.4. Residential and Commercial Solid Waste/Recycling Education~~

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. Such optional services include, but are not limited to, the Recycle+ Services described in Section 8.

3.3. Notification to New Customers. The Franchisee ~~shall~~must provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials ~~shall~~must include a packet of educational material that contains information on all ~~Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service level options, as applicable~~available Services; rates for these ~~services~~Services, including an explanation of extra charges; a listing of the Recyclable Materials collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should ~~separate their materials for~~Source Separate Recycling Materials; and reference information directing Customers to the City's website regarding Solid Waste Management and Collection. Franchisee ~~shall~~must provide Customers with prior written notice of any changes in service.

3.4. Hours/Days for Collection Activity.

3.4.1. ~~Residential and Multi-Family Neighborhoods. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, and Other Materials, as applicable, in predominantly residential and multi-family neighborhoods to between the hours of 5:30 a.m. and 6:00 p.m., unless weather or holiday schedules require extended hours for collection.~~ Residential and Multifamily Service. Service to Customers in predominantly Residential or Multifamily areas must comply with the following rules:

~~3.4.1. Service to Residential or Multifamily Customers and 6:00 p.m., unless weather or holiday schedules require extended hours for collection.~~

~~3.4.2. Commercial and Industrial Areas. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials, as applicable, in predominantly commercial and industrial areas to between the hours of 4:30 a.m. and 8:00 p.m., unless weather or holiday schedules require extended hours for collection.~~

3.4.1.1. Service Days. Residential Service must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions. ~~All Services~~

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., for a given Residential Customer, 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:

~~3.4.3.~~3.4.2.1. Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.

~~3.4.4. Special Services. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials on request by the Customer for an additional cost to the Customer.~~

3.4.2.2. 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.

~~3.4.5.~~3.4.4. Service on Holidays. ~~No~~ Service is not required on Thanksgiving Day, December 25th, or January 1st ~~of each year~~. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.

~~3.4.6.~~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 ~~general~~ exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:

~~3.4.6.1.~~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.

~~3.4.6.2.~~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. ~~Yard Debris~~, Recyclable Materials, and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.

~~3.4.7.~~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 unit~~Multifamily Customer must be notified of the change in Service Day if each unit receives individualized Service.

3.5. Service Rates.

- 3.5.1. Schedule of Rates. The Rates payable by Customers for ~~Solid Waste, Recycling, Yard Debris~~Service are updated each year, effective as of January 1, and Other Materials is are approved by Council and set forthout in Attachment 2a resolution at least 30 days prior to Ordinance No. 814 and may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814their effective date.
- 3.5.2. Optional Services. The cost for optional services not included in the Schedule of Rates ~~shall~~referenced in Section 3.5.1 must comply with the requirements of the Franchise Agreement and Section 3.2-~~above~~.

3.6. Billing Procedures.

- 3.6.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but ~~shall~~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 3.6.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.
- 3.6.2. Billing Due Date. Customer payments ~~shall~~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.
- 3.6.3. Vacation Credit. ~~The Franchisee shall give a vacation credit for Customers who stop service for a minimum period of three (3) weeks and shall give up to four (4) vacation credits per calendar year. Vacation credits will not be applied to Multi-Family Customers or Commercial Customers. 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, Franchisee must give that Customer a refund equal to three-quarters of one month's fee for Services).

- 3.6.4. **Billing Policy.** The Franchisee ~~shall~~must have a written policy for billing procedures and reinstatement for non-payment, which policy must be consist with ~~Section~~Sections 3.6 and 3.7 herein, and must address how a Customer may resolve disputed billings. The Franchisee ~~shall~~must make available its billing policies to its Customers. The Franchisee ~~shall~~must also provide a copy of all billing policies to the City for review and prior approval.

3.7. Termination of Service

- 3.7.1. **Billing Past Due.** The Franchisee may terminate ~~Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials~~ Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.
- 3.7.2. **Notice of Termination of Service.** The Franchisee must not terminate ~~said~~ Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.
- 3.7.3. **Disputed Billings.** The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section ~~11~~12.

- 3.8. **Automation of Services.** Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee ~~shall~~must utilize this type of equipment for Service ~~of Solid Waste, Recyclables, Yard Debris, and Organic Materials for~~to all Customers.

- 3.9. **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.

- 3.9.1. ~~Recycling Bins-Residential Customers.~~ The Franchisee ~~shall~~must provide the following Receptacles to Residential Customers:

3.9.1.1. At least one ~~Container~~ Receptacle, with a capacity of at least 20 gallons, for the collection of all acceptable Solid Waste;

3.9.1.2. At least one Receptacle, with a capacity of at least 60 gallons, for the collection of all acceptable Recyclable Materials, ~~excluding~~except glass ~~Recycling,~~ and ~~one~~ motor oil;

~~3.9.1.3.~~ 3.9.1.3. At least one Receptacle, with a capacity of at least 5 gallons, for the collection of source-separated glass ~~Recycling bin to each Residential Customer materials;~~ and ~~other Customers as needed.~~

3.9.1.4. ~~Commercial and~~ At least one Receptacle, with a capacity of at least 60

gallons, for the collection of all Organic Materials.

3.9.2. Multifamily Customers. The Franchisee must provide Receptacles to Multifamily Customers that meet the following standard:

- 3.9.2.1. At least one Receptacle, with a capacity of at least 35 gallons, for the collection of all acceptable Solid Waste;
- 3.9.2.2. All plastic receptacles for Solid Waste, Recyclable Materials, Yard Debris, or Food Waste must contain at least 30% post-consumer recycled content;
- 3.9.2.3. Receptacles for Solid Waste must be gray or black;
- 3.9.2.4. Receptacles for Recyclable Materials must be blue;
- 3.9.2.5. Receptacles for Organic Materials must be green; and,
- 3.9.2.6. 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.

~~3.9.2.~~3.9.3. Commercial Customers. The Franchisee must provide Receptacles for use by Commercial and Multi-Family Customers at locations approved by the Franchisee or may approve Commercial Customers to use Receptacles provided by the Customer based on 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:

- 3.9.3.1. ~~Types of~~Such Receptacles must be correctly labeled, and easily identifiable; and,
- 3.9.3.2. Food Waste Receptacles must be green.
- 3.9.3.3. In addition, 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.

~~3.9.3.~~3.9.4. Standards Applicable to Receptacles Provided to Any Customer. Receptacles provided by the Franchisee shall~~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.

3.9.5. Ownership of Receptacles. Receptacles provided by the Franchisee are the property of the Franchisee.

3.10. Missed Service. The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City ~~shall~~must be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, ~~and~~ 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).

3.11. Refusal of Collection Service

- 3.11.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4. ~~6 above. Franchisee's~~ 5. Franchisee's refusal of Service due to hazardous conditions does not constitute a missed collection.
- 3.11.2. Improperly Prepared ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.~~ The Franchisee may refuse Service ~~where~~ to a Customer that has not complied with the ~~preparations of Solid Waste, Recycling, Yard Debris, Organic Materials, or Other Materials do not satisfy~~ the preparation requirements of these Administrative Rules.
- 3.11.3. Overweight Receptacles. The Franchisee may refuse to Service ~~for~~ a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with ~~required~~ applicable weight limits.
- 3.11.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.

3.12. Notice for Refusal of Service. If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide the Customer with a written notice stating the reasons for refusal ~~to said Customer~~. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee ~~shall~~ 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 ~~shall~~ 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.

3.13. Payment for Refusal of Service Materials. Franchisee must charge the normal Service Rates when there is a refusal of Service and ~~shall~~ 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:

- 3.13.1. Immediate Service at the City-approved go-back Rate; or
- 3.13.2. Service at no extra charge the following week on the designated Service Day.

3.14. Fees Payable for Contamination. Customer must ensure that only Organic Materials is disposed 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.

3.14.3.15. Cleanup on Route. The Franchisee ~~shall~~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.

3.15.3.16. Prevention of Leaking and Spilling Loads. ~~All Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Service~~Franchisee's vehicles ~~shall~~must be constructed, loaded, operated, and maintained in a manner to reduce, to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials~~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 ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials~~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.

3.16.3.17. Covers for Open Body Vehicles. All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar ~~Goods~~kitchen appliances.

3.17.3.18. Unnecessary Noise. The Franchisee ~~shall~~must make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.

3.18.3.19. Maintaining Passage on Public Streets. To the greatest extent practicable, Franchisee must avoid stopping Service vehicles ~~to block~~anywhere that blocks the passage of other vehicles and pedestrians on public streets and sidewalks.

3.19.3.20. Compliance with Federal, State, and Local Regulations. Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, collection, Disposal, and processing of ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials~~Waste.

3.20.3.21. 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.

3.21.3.22. Compliance with Zoning Ordinances. Facilities for storage, maintenance, and parking of any vehicles or other equipment ~~shall~~must comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.

~~**3.22. Repair or Replacement of Customer Supplies Receptacles.** Franchisee must take care not to damage Receptacles owned by the Customer. Franchisee must reimburse the Customer for the cost of repair or replacement of a Franchisee approved Receptacle when Franchisee causes damage to a Customer's Receptacle, providing the damage is not caused by normal wear and tear and provided the Receptacle satisfies the standards for Receptacles described in these Administrative Rules.~~

~~3.23. Location of Empty Receptacles. The Franchisee shall leave emptied Receptacles in a location that does not obstruct mailboxes, sidewalks, fire hydrants, bicycle lanes, or impede traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.~~

~~3.24.~~3.23. Location of Receptacles

~~3.24.1.~~3.23.1. General. The Franchisee ~~shall~~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.~~

~~3.24.2.~~3.23.2. Drop Boxes. When possible, the Franchisee ~~shall~~must place drop boxes on private property locations such as driveways or yards. The Franchisee ~~shall~~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.

~~3.25.~~3.24. Customers with Physical Disabilities. The Franchisee ~~shall~~must give reasonable attention to the needs of customers with physical disabilities without any additional charge ~~for distance~~based on Franchisee needing to travel a greater distance to reach the Customer's Receptacle.

~~3.26.~~3.25. Promotion and Education

~~3.26.1.~~3.25.1. Franchisee ~~shall~~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.

~~3.26.2.~~3.25.2. Franchisee ~~shall~~must participate in City-directed promotion and education efforts as identified below:

~~3.26.2.1.~~3.25.2.1. No later than sixty (60) days after the end of each ~~Fiscal Year~~year, Franchisee will make a presentation to the City Council regarding Franchisee's Services, Rates, Franchisee Fee payments, and any other relevant educational information for the ~~Fiscal Year~~year that is ending or just has ended.

~~3.26.2.2.~~3.25.2.2. Franchisee will conduct no less than two educational outreach events per ~~Fiscal Year~~year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each ~~Fiscal Year~~year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.

~~3.26.2.3.~~3.25.2.3. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.

~~3.26.3.3.25.3.~~ The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, ~~Yard Debris~~, Organic Materials, and Other Materials.

3.26. Damage to Pavement. Franchisee ~~shall~~is not ~~be~~ responsible for any ~~damages~~damage to the City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's ~~providing~~ Service, except to the extent caused by Franchisee's negligence or willful misconduct, which is subject to Article XVI, Section 4-(1) of the Franchise Agreement.

Section 4: Customer Responsibility

4.1. Payment Responsibility

- 4.1.1. Responsible Party. Any Person who receives Service ~~shall be~~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. ~~The Customer is responsible for requesting a Vacation Credit from the Franchisee prior to the date Service will temporarily cease. The A~~ Residential Customer may request ~~a vacation credit to that Franchisee temporarily~~ stop Service for a ~~minimum period~~ of no less than three (3) weeks ~~at a time up to, 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 ~~shall promptly notify~~is responsible for notifying the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in accordance with Section 3.10 (regarding missed Service), or in accordance with Subsection 3.7.3 and Section ~~1112~~ 12 (regarding ~~a billing error dispute~~ resolution).

4.3. ~~Supplying~~ Receptacles

- 4.3.1. ~~Carts.~~ Residential Customers ~~shall~~. Residential Customers must use only ~~use~~ Carts provided by the Franchisee for Solid Waste, Recyclable Materials, Organic Materials, and ~~Yard Debris Service.~~ 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 ~~shall~~must comply with applicable federal, state, and local laws and regulations, ~~shall~~must be compatible with Franchisee equipment, and ~~shall~~must be approved by the Franchisee.

~~4.3.2. Commercial and Multi Family Customers. Commercial and Multi Family Customers shall use only Receptacles provided by the Franchisee.~~

- 4.4. Repair or Replacement of Franchisee-Supplied Receptacles.** The Customer ~~shall take appropriate actions to~~ must ensure that ~~hazardous materials, chemicals, paint, corrosive materials, infectious waste~~ Hazardous Waste, Infectious Waste, or hot ashes are not put into a ~~can, cart~~ Cart, Container, Drop Box, or other Receptacle. ~~The Franchisee may bill the Customer for the cost to repair or replace a Receptacle owned by the Franchisee when the Customer does not take~~ used in connection with Franchisee's Service. A Customer must use reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other ~~damage to the~~ 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. ~~Ownership of~~ No Right to Take Receptacles.** A Customer that moves must leave any Receptacles ~~provided~~ owned by ~~the Franchisee~~ are the property of the Franchisee. ~~The Customer shall leave Franchisee's Receptacles~~ at the Service address when the Customer moves.
- 4.7. Location of Receptacles**
- 4.7.1. ~~Single Family Dwellings~~ Residential Customers. For ~~single family dwellings~~ Residential Customers, Franchisee may require that ~~collection of Solid Waste, Recyclable Materials, Yard Debris, and Other Materials~~ Carts, Containers, Drop Boxes, or other Receptacles used in connection with Franchisee's Service be placed on ~~the driveway, at the curb, or roadside~~ Curbside to enhance efficiency of the Service. ~~Franchisee must arrange for a mutually convenient system for Service to disabled Customers.~~ Under no circumstances may ~~Receptacles be placed by either~~ Customer or Franchisee place Receptacles in marked bicycle lanes or ~~placed~~ in such a manner that they obstruct the flow of traffic. The Customer ~~shall~~ 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 ~~reasonable~~ adequate vertical clearance for Receptacle(s) picked up away from the curbside or roadside.
- 4.7.2. Disabled Customers. ~~Disabled Customers will be provided~~ 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.~~4.7.3.1. For ~~Services made at~~ 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.

~~4.7.3.1.~~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 3.11 ~~above~~. If ~~the hazards~~these obstructions are not moved or removed by the Customer~~(s)~~ so that Franchisee may safely Service the private street, the Customer~~(s)~~ may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of ~~Ordinance No. 814~~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.~~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.

~~4.7.7.~~4.7.6.2. ~~Drop Boxes.~~ When possible, Franchisee ~~shall~~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.

~~4.7.8.~~4.7.7. ~~Allocation~~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 ~~Solid Waste, Recyclable Materials, Yard Debris, and Organic Materials~~ 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 ~~out~~ of a Receptacle. The Customer ~~cannot~~ may not overfill a ~~can, cart, Cart~~ or Container so that the lid is open. ~~The Customer cannot, or~~ compact the contents of a ~~can, cart, Cart~~ or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer ~~shall~~ must loosely place materials in ~~cans, carts, Containers, and other rigid Receptacles~~ a Receptacle to minimize damage to the Receptacle and to facilitate ~~emptying the Receptacle~~ 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 ~~Solid~~ all Waste, ~~Recycling, Yard Debris, Organic Materials, and Other Materials~~ of surplus ~~water. Residential ashes~~ liquid.
- ~~4.8.2.~~4.8.5. Ashes. Ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- ~~4.8.3.~~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.
- ~~4.8.4.~~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.
- ~~4.8.5.~~4.8.8. ~~No person~~ Persons, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, ~~shall~~ must not interfere with or remove any ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials~~ from any Receptacle where it has been placed by the Generator for collection; ~~nor shall~~ 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. ~~No person shall~~ The Customer must not place chemicals, liquid waste, paint,

corrosive materials, ~~Infectious Waste~~, hot ashes, or Other Materials into a Receptacle placed for Service. ~~When materials, customer abuse, fire, or vandalism cause excessive wear or damage~~ The Franchisee may charge a Customer a fee to a repair or replace any Receptacle that is damaged by the Customer's violation of this section.

~~4.8.6.4.9.~~ 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 ~~the Franchisee, the cost of repair or replacement may be charged to the Customer~~ Franchisee.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

- 5.1.1. Service Responsibility. The Franchisee must provide the opportunity for ~~all levels of Solid Waste Services~~ Service as defined and provided for in these Administrative Rules for all Persons within its ~~geographic area franchised by the City~~ Service Area, except as set forth below.
- 5.1.1.1. Unacceptable Waste. ~~The~~ 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 ~~Subsection 8.2.2~~ Section 9 for collection options for Unacceptable Waste.
- 5.1.1.2. Hazardous Waste. ~~The~~ 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 ~~knowingly~~ 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 ~~franchised geographic area~~ 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 ~~shall~~must limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

~~5.2.1.~~

Receptacle/Type Capacity	Maximum Weight
Up to and including 20 gallons	35 lbs.
Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

- 5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, ~~shall~~must not exceed the lifting capacity of the Franchisee's equipment ~~nor shall~~, and the weight must not put the Franchisee over the weight limit for the loaded vehicle. The Franchisee ~~shall~~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 ~~shall~~must not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling ~~Collection~~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 ~~geographic area franchised by the City~~Service Area.
- 6.1.2. "Recycling Only" Residential Customers. The collection frequency for a Residential ~~Customers~~Customer without Solid Waste Service ~~shall~~must be on the same day as Solid Waste Service for the Customer's neighborhood ~~of any given Customer~~ or as agreed upon by the Franchisee and the ~~Residential~~ Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee ~~shall~~must collect materials that are on the City's Recyclable Materials listed in Section 6.2.2List 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 ~~shall~~must transport and market collected Recyclable Materials. The Franchisee ~~shall~~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 ~~shall~~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 ~~shall~~must make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan ~~as~~ adopted by Metro, promote

ongoing efforts as other Recycling “best practices” become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.

6.1.6. 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 Solid Waste, Hazardous Waste, ~~Yard Debris~~, or Organic Materials.

6.2.1.2. ~~Commercial and Multi-Family~~Multifamily Customers. ~~Commercial and Multi-Family~~Multifamily Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, ~~Yard Debris~~, or Organic Materials. The Franchisee and ~~the Commercial or Multi-Family~~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. ~~Recyclable Materials List. The Customer may include, and Franchisee is only responsible for collecting, the Recyclable Materials listed on the City’s website within its solid waste management webpage, which list may be amended from time to time in accordance with EPA and DEQ requirements and market conditions. Franchisee will also maintain a current list of accepted Recyclable Materials to be provided to a Customer at the Customer’s request. Customers must separate and prepare Recyclable Materials in the manner stated on the~~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.

1.1.6.3. 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: ~~Yard Debris and Commercial Organic Materials~~ Collection Service Requirements

7.1. Franchisee Responsibility

- 7.1.1. Service Responsibility. ~~The Franchisee shall provide the opportunity for Yard Debris Service for all Persons within its geographic area franchised by the City. The Franchisee shall provide the opportunity for Covered Businesses to dispose of Food Waste in a separate Receptacle. For all other Commercial Customers and for the collection of any other Organic Materials, Franchisee may provide the opportunity to Commercial Customers to dispose of Organic Materials, including Food Waste, in a separate Receptacle. Franchisee must provide to Covered Businesses education regarding Disposal of Food Waste and provide Receptacles for Disposal of Food Waste, and, if agreed to by Franchisee and the Commercial Customer, receptacles for Disposal of Organic Materials.~~ The Franchisee must provide the opportunity for Organic Materials Service as provided in these Administrative Rules for all Persons with its Service Area.
- 7.1.2. ~~"Yard Debris"~~ "Organic Materials Only" Customers. The collection frequency for ~~Persons~~ a Person without Solid Waste collection service ~~shall~~ must be on the same day as Solid Waste collection for the Customer's neighborhood ~~of any given Customer~~ or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of ~~Yard Debris~~ Organic Materials. The Franchisee ~~shall~~ must provide ~~occasional or~~ special collection of ~~Yard Debris materials on~~ Organic Materials at the City's reasonable request ~~by the City.~~

- 7.1.4. Collection of ~~Yard Debris~~ Organic Materials. The Franchisee ~~shall~~must collect ~~Yard Debris~~Organic Materials provided the ~~Yard Debris~~Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra ~~Yard Debris~~ Organic Materials Receptacles. The Franchisee ~~shall~~must collect clearly marked occasional extra ~~Yard Debris~~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 ~~shall~~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. ~~Franchisee shall collect Food Waste from Covered Businesses pursuant to the following schedule:~~

7.1.6.1. Food Waste Service.

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

~~7.1.6.2.~~ 7.1.6.1.1. For Covered Businesses producing 500 pounds or more of collect Food Waste ~~per week~~ at least once each week. If additional regularly scheduled Service is necessary, as determined by the Covered Business, Franchisee ~~must offer Service no later than March 31, 2021,~~ or the City, then Franchisee will provide such additional regularly scheduled Service to the Covered Business.

~~For~~

7.1.6.1.2. The Franchisee must provide the opportunity for Covered 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.

~~7.1.6.3.~~ 7.1.6.1.5. Franchisee must provide to Covered Businesses

~~producing 250 pounds~~City or ~~more~~County-approved education regarding Disposal of Food Waste ~~per week~~; Franchisee must offer Service no later than September 30, 2022.

- 7.1.7. Processing of ~~Collected~~ Yard Debris and Organic Materials. The Franchisee ~~shall~~must transport and market collected Yard Debris and Organic Materials. The Franchisee ~~shall~~must deliver all properly prepared and collected Yard Debris or Organic Materials to ~~an~~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 ~~shall~~must not deliver or cause the delivery of any collected Yard Debris or Organic Materials for Disposal unless the Yard Debris or Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

- 7.2.1. Preparation of ~~Yard Debris~~Organic Materials.

7.2.1.1. Residential Customers.

7.2.1.1.1. The Residential Customer must place Organic Materials, including Yard Debris ~~Receptacles~~. The Customer shall place Yard Debris and Food Waste, in the cart provided by the Franchisee. ~~for Organic Materials.~~

~~7.2.1.1.~~7.2.1.1.2. Occasional ~~extras~~ extra Organic Material may be placed in ~~65 gallon Carts~~Cart, "Kraft" type and "Epic" brand bags, or bundles. Such Containers must have a maximum volume of 40 gallons or less. The Customer shall must not use plastic bags to contain ~~Yard Debris~~Organic Materials.

Covered Businesses.

~~7.2.1.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Yard Debris provided in these Administrative Rules.~~

~~7.2.2. Preparation of Organic Materials, Including Food Waste.~~

7.2.1.2. ~~Receptacles~~. Any Covered Business receiving Service from Franchisee for the collection of Food Waste shall place the ~~must~~:

7.2.1.2.1. Source Separate Food Waste ~~in~~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;

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

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

~~7.2.2.1.~~7.2.1.3. Other Commercial Customers. Any other Commercial Customer receiving Organic Materials Service from Franchisee ~~shall~~must place Organic ~~Material~~Materials in the acceptable Receptacle provided by Franchisee.

Acceptable Materials.

~~7.2.2.2.~~7.2.1.4. Acceptable Materials.—The Customer ~~is responsible to~~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.

Weight of Yard Debris Receptacles.

~~7.2.3.~~7.2.2. Weight of Organic Materials Receptacles. The Customer ~~shall~~must limit the weight of a ~~Yard-Debris~~ Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Bundled yard debris	45 lbs.
“Kraft” type bags or “Epic” brand bags	60 lbs.
Roll Carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

~~7.2.4. Weight of Organic Materials Receptacles.~~—~~The Customer shall limit the weight of a Receptacle and its contents to the maximum weights listed as follows:~~

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

7.3. Enforcement of Metro’s Business Food Waste Program

7.3.1. Business Assistance.

7.3.1.1. The City must develop educational materials to 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.

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.

~~7.2.5.~~7.3.3. Waiver. A Covered Business subject to the Metro ~~Ordinance No. 18-1418~~ Business Food Waste Program may seek a ~~temporary waiver~~ Waiver, which excuses compliance with the Metro Business Food Waste Program, by submitting a waiver application as provided below.

7.3.3.1. ~~Section 8:~~ —To request a temporary compliance waiver, a Covered Business must submit a Waiver to Clackamas County's Sustainability & Solid Waste Program. Upon receipt of the Waiver, 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

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

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 Services Requirements

8.1.9.1. Franchisee Responsibility

9.1.1. Service Responsibility. The Franchisee ~~shall~~must provide ~~the opportunity for~~ Service for Other Materials ~~as defined and provided for in these Administrative Rules~~ for all Persons within its ~~geographic area franchised by the City.~~ Service Area.

~~8.1.1. Service of Other Materials include Goods, Bulky Waste, tires, and Infectious Waste.~~

~~8.1.2. Service Frequency.~~ The Franchisee must provide Service ~~time~~ for Other Materials ~~shall be as agreed by the Franchisee and the Customer and within seven (7) working days of the Customer Request.~~

~~8.1.3.9.1.2. Service of Other Materials.~~ ~~The Franchisee shall provide Other Materials Service~~ so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.

~~8.1.4.9.1.3. Collection of Infectious Wastes.~~ The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee ~~shall~~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.

8.2.9.2. 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.

~~8.2.1.9.2.3. Disposal of Other Materials.~~ Franchisee may prescribe reasonable preparation and source separation requirements for Other Materials. The Customer ~~shall~~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 Service must occur on the same day as the Customer's Solid Waste Service.~~ Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.

~~8.2.2. Disposal of Unacceptable Solid Waste. The Customer shall contact Franchisee for information on proper Disposal options for Unacceptable Solid Waste.~~

Section 10: ~~Section 9:~~ Community Clean-Up Days

10.1. The Franchisee ~~shall~~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:

~~9.1.1.~~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 ~~shall~~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;

~~9.1.2.~~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 City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

~~9.1.3.~~10.1.3. The "Fall Leaf Clean-Up" event, which ~~shall~~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.

~~9.2.~~10.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee ~~shall~~will be at the entire expense of the Franchisee.

Section 11: Customer Service – Access to Information

~~10.1.~~11.1. **Franchisee's Website.** To the extent practicable, Franchisee's website ~~will~~must contain information regarding the following:

~~10.1.1.~~11.1.1. For new Customers: ~~the ability~~how to sign up for ~~new~~ Services.

~~10.1.2.~~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.

~~10.1.3.~~11.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee's call center.

~~10.1.4.~~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

~~10.2.~~11.2. The City will also provide the information in ~~10~~Sections 11.1.2 through ~~10~~11.1.4 on its solid waste webpage.

~~10.3.~~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.

~~10.4.~~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.

~~10.5.~~11.5. Any disputes regarding Franchisee's Customer service are subject to Section ~~11~~ herein¹² and Article XIII, Section (1) of the ~~Solid Waste~~ Franchise Agreement ~~(Ordinance No. 814).~~

Section 12: Dispute Resolution

~~11.1.~~12.1. **Information and Complaint Resolution.** The Franchisee ~~shall~~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 ~~shall~~must be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding ~~Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials~~ Services. The Franchisee ~~shall~~must respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.

~~11.2.~~12.2. **Disputed Billing Policy.** The Franchisee ~~shall~~must have a written policy for resolving disputed billings pursuant to ~~Subsection~~Section 3.6.4. The Franchisee ~~shall~~must provide a copy of disputed billing policies to the City for review and approval.

~~11.3.~~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 ~~Ordinance No. 814~~the Franchise Agreement.

**Solid Waste
Administrative Rule**

AR 5.15-4000

**Administrative Rule of Metro Code Chapter 5.15
Administrative Rule Adoption Record and Findings**

**AR 5.15-4000 through 4085
Business Food Waste Requirement Administrative Rules**

These administrative rules are adopted under the authority of Metro Code Chapter 5.08, which authorizes the Chief Operating Officer (COO) to adopt and amend administrative rules. In accordance with Metro Code, the COO provided an opportunity for public comment and held a public hearing on these rules before their adoption.

The COO finds that these administrative rules are necessary to implement certain provisions of Metro Code Chapter 5.15 and hereby adopts Administrative Rules Nos. 5.15-4000 through 4085. The requirements of these administrative rules are in addition to all other requirements and provisions in Metro Code Chapter 5.15. These rules have the same force and effect as any other provision of Metro Code Chapter 5.15.

It is so ordered:



Marissa Madrigal
Metro Chief Operating Officer

01/15/2021

Date

SOLID WASTE

ADMINISTRATIVE RULES

AR 5.15-4000 through 4085

Business Food Waste Requirement

Effective: October 31, 2018

Revised September 10, 2020

Revised February 1, 2021

Renumbered per Ordinance 20-1451 March 10, 2021

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5.15 – 4000 Purpose

1. The purpose of these rules is to implement the provisions of the business food waste requirement set forth in Metro Code Section 5.15.410-5.15.470.
2. The purpose of the business food waste requirement is to provide a region-wide standard for the separation and collection of food waste from food-waste-generating businesses. For the purposes of these rules, Covered Businesses are defined as organizations that cook, assemble, process, serve, or sell food or do so as service providers for other enterprises.
3. Food is identified as a primary material for recovery within the Regional Solid Waste Management Plan because of its prevalence in the region's waste stream and the negative environmental impacts of disposing food in a landfill.
4. The prevention of food waste, the donation of edible food for human consumption and the use of food waste to feed animals are the region's preferred methods for managing surplus food. Food that has been stored properly, is fit for human consumption and is accepted for donation and food that

has been set aside and is destined for animal consumption in compliance with applicable regulations is not subject to this administrative rule.

5.15 – 4005 Policy and Legal Authority

1. Metro Code Chapter 5.15 requires local governments to establish mandatory programs to separate and collect food waste from certain food-waste generating businesses referred to in these rules as “Covered Businesses.”
2. These administrative rules are issued under the authority of Metro Code Section 5.15.080. These rules are in addition to all other requirements and provisions in Metro Code Chapter 5.15.

5.15 – 4010 Definitions

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

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

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

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

5.15 – 4015 Applicability of Rules and Effective Date

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

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

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

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

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

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

5.15 – 4020 Effective Dates

These rules are effective on October 31, 2018.

Local governments must meet the following deadlines:

1. Local Government Adoption of Requirement: July 31, 2019.
2. Implement Requirement for all Covered Businesses in Business Group 1: March 31, 2022-March 31, 2023.
3. Implement Requirement for all Covered Businesses in Business Group 2: March 31, 2022-September 30, 2023.
4. Implement Requirement for all Covered Businesses in Business Group 3: September 30, 2023-September 30, 2024.

5.15 – 4025 Exemptions

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

5.15 – 4030 Compliance Waivers

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

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

5.15 – 4035 Access to Services Payments

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

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

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

5.15 – 4040 Local Government Requirements

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

5.15 – 4045 Local Government Annual Implementation Plan

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

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

5.15 – 4050 Local Government Performance Standard

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

5.15 – 4055 Business Assistance

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

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

5.15 – 4060 Local Government Enforcement of the Business Food Waste Requirement

A local government must establish a method for ensuring compliance with the business food waste requirement. Covered Businesses may be subject to enforcement actions should they not meet the compliance dates listed in section 5.15 – 4020.

5.15 – 4065 Local Government Temporary Compliance Waivers to Covered Businesses

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

5.15 – 4070 Metro Enforcement of the Requirement

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

5.15 – 4075 Self-Haul of Source-Separated Food Waste

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

5.15 – 4080 Compliance Verification and Reporting

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

5.15 – 4085 Funding Guidelines

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

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

2. A local government must use funds for business assistance, infrastructure, compliance, and enforcement efforts to implement the business food waste requirement. Metro will review and approve the intended uses prior to distributing funds.
3. If a local government has designated another agency or partner to implement the program, Metro may, at its sole discretion, distribute funds to the designated agency. A designated agency is a county agency, city agency or contracted agent that is responsible for designing and implementing a waste reduction program including the business food waste requirement, on behalf of a local government.
4. In order to receive funding, a local government or its designated agency must submit documentation demonstrating compliance with the requirements of Metro Code 5.15.410-5.15.470 and these rules and enter into an Intergovernmental Agreement with Metro.
5. Metro will withhold funding associated with the implementation of the business food waste requirement from governments that do not comply with the business food waste requirement. If governments remain out of compliance for more than two years, funding associated with other programs may also be withheld or Metro may seek any remedy under applicable state law. Governments that are, in the sole opinion of Metro, actively making good faith efforts to adopt the business food waste requirement will remain eligible for associated funding. Metro will determine how any withheld funds will be utilized.

Attachment C: Proposed update to Article VII and Article XI of the Franchise Agreement

ARTICLE VII

Establishment and Modification of Service Rates

1.
2. Annual Service Rate Adjustment. ...
 - ...
 - 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, ~~in writing, its calculation of its expected Operating Margin for the next calendar year~~Fiscal Year, together with supporting documentation, to the City Manager or designee no later than ~~May 1~~August 15. The City Manager or designee will ~~certify~~verify the CPI and Service Rate adjustment, if any, in writing, to Franchisee ~~by June 1~~on or about October 15. Any Service Rate adjustment allowed under this Section ~~4-2~~ will take effect at the beginning of the next ~~calendar year~~Fiscal Year commencing on ~~July~~January 1. Attachment 2 to this Franchise Agreement will be amended by the City Manager or designee to reflect the current 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.
 - ...

ARTICLE XI

Review of Records

1. ...

2. ~~Bi Annual Informational Reports.~~ Franchisee must complete and remit to the City Manager or designee a Bi Annual Informational Report no later than forty five (45) days after each June 30 for the period of the immediately preceding January 1 to and including June 30 and no later than forty five (45) days after December 31 for the period of the immediately preceding July 1 to and including December 31. The Bi Annual Informational Report must include the following information:

- a. ~~The quantities of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials by Customer classification collected within the City during the reporting period, the locations to which these materials were delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee;~~
- b. ~~A summary of communication, marketing, and educational outreach conducted by Franchisee during the reporting period; and~~
- c. ~~The number of Customer complaints and a summary of the type of complaints received, along with a summary of Franchisee's response to Customer complaints.~~

3. 2. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than ~~forty five (45) days after the last calendar day of the current Fiscal Year~~calendar year (each June 30December 31)August 15 of each calendar year, ~~with~~which must include the following information:

- a. ~~Franchisee must report its Gross Revenues and Allowable and Unallowable Expenses in an income statement format and provide i~~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. ~~Franchisee must report totals for all operations necessary to adequately verify compliance with the Service Rate allocation methodology as defined in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.~~

- b. ~~The Annual Franchise Report will also include a~~ A synopsis of ~~the Franchisee's~~ operations during the prior calendar year~~of the current calendar year~~ Fiscal 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~~Fiscal Year~~, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the City Manager or designee.
- c. ~~The Annual Franchise Report will also describe and quantify~~ 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.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 10/03/23

Item 4.

October

10/23	Monday	6:30 pm	DRB – Panel B - Cancelled	Council Chambers
10/25	Wednesday	6:30 pm	Library Board	Library

November

11/6	Monday	5:00 pm	Work Session & City Council (7:00)	Council Chambers
11/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Via Zoom
11/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
11/9	Thursday	9:00 am	Tourism Committee	Council Chambers
11/10	Friday		OFFICE CLOSED-VETERANS DAY	
11/13	Monday	6:30 PM	DRB – Panel A	Council Chambers
11/14	Tuesday	6:00 pm	DEI Committee	Council Chambers
11/15	Wednesday	5:00 pm	Arts, Culture and Heritage	Council Chambers
11/20	Monday	7:00 pm	City Council - Cancelled	Council Chambers
11/22	Wednesday	6:30 pm	Library Board	Library
11/27	Monday	6:30 pm	DRB – Panel B	Council Chambers

Community Events:

October - Disability Heritage Month

10/17 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Learn to Ride Bike Clinic, 4:00 pm, SMART
 Barre Tone, 5:45 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

- 10/18 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Learn to Ride Bike Clinic, 4:00 pm, SMART
- 10/19 Gentle Yoga, 8:30 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Learn to Ride Bike Clinic, 4:00 pm, SMART
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec
 Restorative Yoga, 7:15 pm, Community Center
- 10/20 Healthy Bones & Balance, 8:30 am, Community Center
 Advanced Healthy Bones & Balance, 9:30 am, Community Center
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Learn to Ride Bike Clinic, 4:00 pm, SMART
- 10/21 Harvest Festival 2023, 10:30 am, Stein-Boozier Barn
 Space Talks, 11:00 am, Library
- 10/23 Life 101 Lecture Series: Seasonal Nutrition, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Teen Advisory Board Meeting, 4:15 pm, Library
 Body Sculpt, 6:00 pm
- 10/24 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library

Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Barre Tone, 5:45 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

10/25 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 STEAM Stuff, 1:00 pm, Library
 Teen Afterschool Drop-In Activities, 3:00 pm, Library

10/26 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec
 Restorative Yoga, 7:15 pm, Community Center

10/27 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Teen Murder Mystery & Costume Contest, 6:30 pm, Library

10/28 Kitakata Student Visit, 8:00 am
 Paper Shredding Event, 9:00 am, City Hall
 Emergency Preparedness Fair, 10:00 am, Stein-Boozier Barn at Memorial Park
 Adult Murder Mystery Event, 7:00 pm, Library

10/29 Kitakata Student Visit, 8:00 am

10/30 Healthy Bones & Balance, 8:30 am, Community Center
 Advanced Healthy Bones & Balance, 9:30 am, Community Center
 Blood Drive, 11:00 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Community Center

10/31 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center

NOVEMBER

Native American Heritage Month

Toy Drive, Community Center (November 1 – December 8)

Dia de Los Muertos (November 1)

11/1 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 PROFILES (online), 11:00 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library

11/2 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec

11/3 Healthy Bones & Balance, 8:30 am, Community Center
 Advanced Healthy Bones & Balance, 9:30 am, Community Center
 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 First Friday Films, 3:00 pm, Library

- 11/6 Be Seen. Be SMART – all day
 Healthy Bones & Balance, 8:30 am, Community Center
 Advanced Healthy Bones & Balance, 9:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
- 11/7 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Barre Tone, 5:45 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 11/8 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/9 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Civics 2.0 Program, 6:00 pm, Council Chambers
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec
 Restorative Yoga, 7:15 pm, Community Center
- 11/10 OFFICE CLOSED – Veterans Day
 Play Group, 10:30 am, Library
- 11/11 LIBRARY CLOSED

- 11/13 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Long Term Care 101, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Teen Advisory Board, 4:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center
- 11/14 Ruby Bridges Walk to School Day
 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Caregiver/Alzheimer's Support Group, 1:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 11/15 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/16 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center

- 11/17 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 11/18 Space Talks, 11:00 am, Library
- 11/19 Baking with Sam, 4:00 pm, Community Center
- 11/20 Transgender Day of Remembrance
 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Managing Money: A Caregiver's Guide to Finance, 10:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Genealogy Club, 1:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center
- 11/21 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 11/22 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center

- 11/23 Ladies Afternoon Out, 1:00 pm, Community Center
Meditation Group, 1:00 pm, Community Center
Restorative Yoga, 7:15 pm, Community Center
- 11/27 Lunch at the Community Center, 12:00 pm, Community Center
Weight Loss Support Group, 12:30 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
Body Sculpt, 6:00 pm, Community Center
- 11/28 Ukulele Jam, 9:00 am, Parks & Rec
Quilters, 9:00 am, Tauchman House
ODHS Drop-In Assistance, 10:00 am, Library
Baby & Toddler Time, 10:30 am, Library
English Class, 10:30 am, Library
Stand, Sit and Be Fit, 11:00 am, Community Center
Baby & Toddler Time, 11:15 am, Library
Lunch at the Community Center, 12:00 pm, Community Center
ODHS Drop-In Assistance, 1:00 pm, Library
Virtual Reality Fitness, 1:00 pm, Community Center
Beginning Tai Chi, 2:00 pm, Community Center
Tai Chi Continuing, 3:00 pm, Community Center
Gentle Flow Yoga, 7:15 pm, Community Center
- 11/29 Healthy Bones and Balance, 8:30 am, Community Center
Advance Healthy Bones & Balance, 9:30 am, Community Center
Digital Photography Club, 10:00 am, Community Center
Family Storytime, 10:30 am, Library
Sit and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Pinochle/Cribbage, 1:00 pm, Community Center
Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/30 Gentle Yoga, 8:30 am, Community Center
Family Storytime, 10:30 am, Library
Ladies Afternoon Out, 1:00 pm, Community Center
Meditation Group, 1:00 pm, Community Center
Beginning Tai Chi, 2:00 pm, Community Center
Tai Chi Continuing, 3:00 pm, Community Center
Community Tree Lighting, 5:00 pm, Town Center Park
Restorative Yoga, 7:15 pm, Community Center



DECLARATION OF STATE OF EMERGENCY

To: Clackamas County and Washington County Emergency Managers

Cc: Oregon Department of Agriculture and Oregon Department of Forestry

From: Julie Fitzgerald, Mayor of City of Wilsonville, Oregon

At: 10:00 am (time) on October 5, 2023,

The Mediterranean Oak Borer (MOB) is a beetle native to Europe, western Asia, and northern Africa. Generally, it infests weakened or dying trees of a variety of oak and beech species that are already suffering from drought, other pests, or disease. In August 2023, several Wilsonville oak trees displayed symptoms of MOB infestation. Confirmation of the presence of MOB occurred in an Oregon white oak in the Frog Pond West neighborhood of Wilsonville and now has been confirmed in over 10 individual trees and groves throughout the Wilsonville community.

The City of Wilsonville is a Tree City USA city and has established a Heritage Tree Program that seeks to preserve and maintain native and planted trees, with particular emphasis on historically significant Oregon white oak trees. The presence of MOB represents a direct threat to Wilsonville's urban forest, its Oregon white oak trees, other oak trees, and potentially, other species of trees.

Upon confirmation of the MOB diagnosis, the City immediately began collaborating with Oregon Department of Agriculture, Oregon Department of Forestry, Metro and the City's consulting arborists. The state, which is still developing best practices to help local jurisdictions identify and mitigate MOB's presence, is providing assistance, as are consulting arborists at Bartlett Tree Experts and Morgan Holen & Associates, LLC.

In September 2023, arborists began injecting insecticides and fungicides into the trunks of publicly-owned large Oregon white oak trees, while City staff began reaching out to homeowners associations and land owners to discuss efforts to preserve trees located on private property.

While preservation of trees is the City's primary goal, some infected trees are dead and must be disposed of in a manner that prevents the further spread of MOB. Due to the significance, pervasiveness, immediate threat of spread, and highly specialized methods for treatment and disposal, the City of Wilsonville hereby declares a State of Emergency concerning treatment for and removal of the Mediterranean Oak Borer in the City of Wilsonville.

This State of Emergency Declaration provides the City Manager or designee with the latitude to coordinate an effective response by directing funding for emergency use as needed and suspending standard procurement procedures.

The City Manager of the City of Wilsonville may take any and all necessary steps authorized by law to coordinate the continued response to this emergency. The City Manager is further authorized to initiate any and all emergency requests for aid from Clackamas County, Washington County, the State of Oregon, and the Federal Emergency Management Agency, if necessary.

This State of Emergency Declaration will expire at 5:00 pm on December 29, 2023, unless renewed, if necessary.


Geographic boundaries of the emergency are:
The City Limits of Wilsonville, Oregon 97070

I DO HEREBY DECLARE THAT A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF WILSONVILLE, OREGON AND THAT THE CITY HAS EXPENDED OR WILL EXPEND ITS NECESSARY AND AVAILABLE RESOURCES. I RESPECTFULLY REQUEST CLACKAMAS AND WASHINGTON COUNTIES PROVIDE ASSISTANCE, CONSIDER THE CITY AN "EMERGENCY AREA" AS PROVIDED IN OREGON REVISED STATUTES (ORS) CHAPTER 401, AND, AS APPROPRIATE, REQUEST SUPPORT FROM STATE AGENCIES AND/OR THE FEDERAL GOVERNMENT.

Signed:

Title:

Date/Time:


Mayor Julie Fitzgerald, City of Wilsonville, Oregon
10/5/2023 10:00 a.m.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 16, 2023		Subject: Resolution No. 3017 Authorize the City Manager to Enter Into and Execute an Intergovernmental Agreement with the West Linn-Wilsonville School District for Frog Pond Primary School Site Infrastructure Staff Member: Amy Pepper, PE, Development Engineering Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving an Intergovernmental Agreement (IGA) between the City of Wilsonville and the West Linn-Wilsonville School District for construction of public improvements adjacent to the Frog Pond Primary school.

EXECUTIVE SUMMARY:

The West Linn-Wilsonville School District (“District”) approached the City regarding entering into an agreement to serve as the financial guarantee for public improvements associated with the new Frog Pond Primary School located on the north side of Boeckman Road in the Frog Pond West Master Plan area, as allowed in ORS 190.003. The public improvements include street improvements along the school’s frontage on SW Sherman Drive and SW Brisband Street, including street widening, street trees, sidewalks, and street lighting. Additionally, the improvements include construction of a new sanitary sewer main, water main, and stormwater main in the SW Brisband Street right-of-way. The improvements along SW Boeckman Road are part of the Frog Pond West Master Plan infrastructure projects that will be constructed by the City.

The agreement also allows the option for the District to form a Reimbursement District for stormwater and sanitary sewer system improvements to be constructed in SW Brisband Street that will serve future development to the north of the school site. Should the District elect to form a Reimbursement District, the City Engineer would prepare and recommend a refund methodology for Council to review and approve after the improvements have been constructed.

EXPECTED RESULTS:

Construction of the necessary improvements through this public partnership will result in a cost-effective method for encouraging build-out of needed public infrastructure in a thoughtful manner.

TIMELINE:

The public improvements are to be constructed, inspected and accepted by the City over the next two years, prior to final occupancy of the new primary school.

CURRENT YEAR BUDGET IMPACTS:

The District will contribute \$1,196,002.00 in Frog Pond West fees, which was included in the 2023-2024 City Budget.

COMMUNITY INVOLVEMENT PROCESS:

The Frog Pond Primary School project went through a quasi-judicial land use process under Planning File DB22-0012, including a public hearing before the Development Review Board Panel A on April 10, 2022. The DRB approved the project on a unanimous vote.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Intergovernmental Agreements, as allowed by state law, allows for a public partnership to help construct City infrastructure associated with public development projects in a cost-effective manner.

ALTERNATIVES:

Alternatively, the Council can direct staff to require an alternative financial guarantee for the public improvements instead of an IGA.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3017
 - A. Intergovernmental Agreement between City of Wilsonville and West Linn-Wilsonville School District

RESOLUTION NO. 3017**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR FROG POND PRIMARY SITE INFRASTRUCTURE BETWEEN THE CITY OF WILSONVILLE AND WEST LINN-WILSONVILLE SCHOOL DISTRICT.**

WHEREAS, the City of Wilsonville ("City"), an Oregon municipal corporation, and the West Linn-Wilsonville School District ("District"), an Oregon school district, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party, or its officers or agencies, have authority to perform; and

WHEREAS, City and District are authorized pursuant to ORS 280.150 to "jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties imposed upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and may issue bonds therefor"; and

WHEREAS, in the exercise of their respective duties and powers, the City and District have previously planned and conferred regarding the residential growth of the City, now and into the future, and the need to plan for, construct, and operate, among other things, school facilities, and infrastructure facilities to serve the planned school facility in coordination with such growth; and

WHEREAS, the development of this school site will require, as conditions for development approval, the construction of a public road system adjacent to the site, improvements to connecting roads serving the site, extension of water and sanitary sewer main lines, and provision of a storm drainage system; and

WHEREAS, to the extent the infrastructure that is required for the District to provide to develop and serve the site also involves extra capacity to serve subsequent development, then the District is entitled to reimbursement by such development; and

WHEREAS, the terms "costs of construction" or "infrastructure costs" for sewer and water and associated facilities used herein shall be intended to include both soft costs such as design, engineering, permitting, inspection, and management of construction, legal, bonding, and like costs and hard costs such as materials, labor, contingency, overhead, and like costs, except as may otherwise be set forth; and

WHEREAS, the District has conferred with the City and duly reviewed the aforementioned conditions recited above, and finds it has the authority to proceed in mutual aid of cooperatively advancing the development of education of its District's children through well-planned and funded schools and safe routes to schools and the necessity of having adequate and timely infrastructure facilities provided to serve schools and that such agreement can be prudently structured for funding appropriation to aid each participating government entity in carrying out its duties and powers to advance the public's interests.

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

- Section 1. The above recitals are incorporated by reference herein.
- Section 2. A copy of the Intergovernmental Agreement for Frog Pond Primary School Site Infrastructure Between City of Wilsonville and West Linn-Wilsonville School District is marked as Exhibit 1 and attached hereto and incorporated by reference as if fully set forth herein. The City Manager is authorized to execute the Intergovernmental Agreement on behalf of the City, upon the City Attorney's approval as to form.
- 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 October 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Intergovernmental Agreement for Frog Pond Primary School Site Infrastructure between
City of Wilsonville and West Linn-Wilsonville School District

**INTERGOVERNMENTAL AGREEMENT
FOR FROG POND PRIMARY SCHOOL SITE INFRASTRUCTURE
BETWEEN CITY OF WILSONVILLE AND
WEST LINN-WILSONVILLE SCHOOL DISTRICT**

RECITALS:

A. WHEREAS, the City of Wilsonville (“City”), an Oregon municipal corporation, and the West Linn-Wilsonville School District (“District”), an Oregon school district, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party, or its officers or agencies, have authority to perform; and

B. WHEREAS, City and District are authorized pursuant to ORS 280.150 to “jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties imposed upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and may issue bonds therefor;” and

C. WHEREAS, in the exercise of their respective duties and powers, the City and District have previously planned and conferred regarding the residential growth of the City, now and into the future, and the need to plan for, construct, and operate, among other things, school facilities, recreation field facilities, and infrastructure facilities to serve the planned school and recreation facilities in coordination with such growth; and

D. WHEREAS, in the exercise of its duties and powers, the City adopted the Frog Pond West Master Plan (“Master Plan”), which provides the strategy for residential development of the Frog Pond West neighborhood in Wilsonville and anticipates the District will construct a future primary school on property currently owned by the District in Frog Pond West (“School”); and

E. WHEREAS, the District plans to construct the School on the District’s property in Frog Pond West located at 7151 SW Boeckman Road, Wilsonville, Oregon (the “Property”) and has received approval from the City via Docket No. DB22-0012 to construct the School (the “Approval”); and

F. WHEREAS, the development of this School site requires, as conditions for development approval, improvements to connecting roads serving the site, extension of water and sanitary sewer main lines, and providing of storm drainage systems; and

G. WHEREAS, to the extent the infrastructure that is required for the District to provide to develop and serve the site also involves extra capacity to serve subsequent development, then the District is entitled to reimbursement by such benefitted development; and

H. WHEREAS, the terms “costs for construction” or “infrastructure costs” for streets and/or sewer, water, storm drainage, and associated facilities used herein shall be intended to include both soft costs such as design, engineering, permitting, inspection, and management of construction, legal, bonding, and like costs (as set forth in Section 3.2), and hard costs such as the material, labor, contingency, overhead, and like costs, except as may otherwise be set forth; and

I. WHEREAS, the City’s Infrastructure Funding Plan (“Funding Plan”), a component of the Master Plan, identifies four (4) off-site infrastructure projects: (1) Memorial Park pump station; (2) Boeckman Creek sanitary sewer trunk line; (3) west side water reservoir; and (4) Boeckman Bridge, which will be west of Frog Pond West over Boeckman Creek (“Boeckman Bridge”); and

J. WHEREAS, development within Frog Pond West is responsible for paying its proportionate share of the cost to construct the Boeckman Bridge, which transportation mitigation fee is referred to in the Funding Plan as the “Boeckman Bridge Fee,” which the District is responsible for paying the Boeckman Bridge Fee and has already paid to the City the Boeckman Bridge Fee; and

K. WHEREAS, the Funding Plan also lists three (3) Master Plan infrastructure projects that are the responsibility of development within Frog Pond West and that are the focus of the Funding Plan: (1) the north side of SW Boeckman Road adjacent to Frog Pond West, including sanitary sewer (“Boeckman Road”); (2) the west side of SW Stafford Road adjacent to Frog Pond West, including sanitary sewer and water (“Stafford Road”); and (3) the Neighborhood Park within Frog Pond West (“Neighborhood Park”), which collectively are referred to in the Funding Plan and in this Agreement as the “Unfunded Projects;” and

L. Due to the size and expense of these three (3) Unfunded Projects and the multiple property ownerships within Frog Pond West, the City will take responsibility for constructing the Unfunded Projects, and the District is responsible for paying an infrastructure supplemental fee in exchange for the City taking responsibility for constructing the Unfunded Projects (“Infrastructure Supplemental Fee”), and the District has already paid to the City the Infrastructure Supplemental Fee.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:

1. Recitals. The recitals above are included herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150.

2. Frog Pond West Primary School Site.

2.1. Site Location and Description. The proposed site is approximately 12.6 acres, is of sufficient size to accommodate a future primary school building, parking, bus service, playgrounds, and associated facilities, with an approximate 2.93-acre portion to be sold to the City for a future neighborhood park. The site is located adjacent to City residential areas and is located within the Master Plan area, and the site is more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein.

2.2. District Improvements. The District intends to construct the School and related amenities on the Property within Frog Pond West. The School has received City Approval, and the District is currently refining construction plans to be submitted in the permitting processes required by the City for development. The District agrees to construct any and all public improvements required of the District, as stated in the City Approval ("Public Improvements").

2.3. Payment of Fees. The District will pay all fees required by the City for such development, including the Infrastructure Supplemental Fee and the Boeckman Bridge Fee described herein (collectively referred to as "Frog Pond West Fees"), in order to obtain the appropriate permits to move forward with construction of the School, to the extent not already paid to the City.

2.4. Compliance with Master Plan and City Code. The District agrees to adhere to the purpose, terms, conditions, guidance, regulations, and requirements contained in the Frog Pond West Master Plan and related Wilsonville Code. The District is further obligated to act in good faith and pursuant to the City of Wilsonville Public Works Standards in providing access to infrastructure for other development within Frog Pond West. The District will not prohibit, block, or otherwise impede another developer's ability to access and tie into infrastructure within Frog Pond West. If the City determines, in its sole and absolute discretion, that the District is engaging in conduct or behavior to prevent, inhibit, or

otherwise deter other development from accessing or tying into infrastructure within Frog Pond West, the City may withhold occupancy permits, building permits that are in process, and future building permits unless and until the District allows other development to access the infrastructure within Frog Pond West.

3. Formation of Reimbursement District. The parties agree that the District may form a reimbursement district pursuant to W.C. 3.116 for the construction of stormwater and sewer infrastructure and related improvements in and/or along SW Brisband Street. Pursuant to WC 3.116 (6), an application for a reimbursement district may be submitted within 90 days of the applicable public infrastructure being completed by the District and accepted by the City. A reimbursement district has a ten (10) year term, but may be extended by the City upon good cause shown. Upon an application being submitted, the City Engineer will prepare and recommend to the City Council the refund methodology that fairly apportions the refund among the properties adjacent to or served by the improvement, which shall be paid upon such property making use of such infrastructure. Provided, however, that under current law no lien attaches to such property by the formation of the reimbursement district and adoption of the refund methodology.

4. Dispute Resolution.

4.1. Mediation. All disputes arising out of this Agreement shall first be submitted to mediation. Any Party desiring mediation shall provide the other Party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The Parties shall, in good faith, cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the Parties, in the Parties' sole discretion, within twenty (20) days from the date of the Request to Mediate, or such longer time frame as may be agreed upon in writing by the Parties, any Party may make demand for arbitration pursuant to the following paragraph.

4.2. Arbitration or Litigation. Any dispute of this Agreement which is not resolved through mediation, upon mutual agreement of the Parties may be submitted to arbitration, to be conducted in Wilsonville, Oregon before a single arbitrator selected by mutual agreement of the Parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the

Parties are unable to mutually agree upon and select an arbitrator within twenty (20) days, then any Party may file an action in Clackamas County Circuit Court in lieu of arbitration and there will be no obligation to arbitrate unless otherwise required by Oregon law. If arbitrated, judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

- 4.3. Equitable Remedies. Even if the parties undergo mediation or arbitration, the City may still request immediate equitable remedies of either specific performance or injunctive relief to occur while mediation or arbitration is pending or ongoing. The parties will otherwise agree to abate the court case pending completion of the mediation or arbitration.

5. Recording. This Agreement runs with the District's land that is subject to this Agreement, as identified in **Exhibit A**. Either this Agreement or a memorandum of this Agreement will be recorded by the City with the Clackamas County Recorder's Office for all real property subject to this Agreement.

6. Miscellaneous.

6.1. Further Assurances. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith, to carry out the intent of the parties hereto.

6.2. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

6.3. Burden and Benefit; Assignment. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.4. No Continuing Waiver. The waiver by either party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

6.5. Applicable Law. This Agreement shall be interpreted under the laws of the State of Oregon.

6.6. Time of Essence. Time is expressly declared to be the essence of this Agreement.

6.7. Notices. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, scanned to PDF format and emailed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: City of Wilsonville
Attn: Amy Pepper, Development Engineering Manager
City of Wilsonville
29799 SW Town Center Loop E.
Wilsonville OR 97070

To District: West Linn-Wilsonville School District
Attn: _____
22210 SW Stafford Rd.
Tualatin OR 97062

6.8. Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

6.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

6.10. No Third Party Beneficiaries. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

6.11. Legal Review. All of the Parties to this Agreement hereby affirm that they have been represented in the negotiation hereof by their own independent legal counsel, who have reviewed this Agreement and advised their respective client concerning the same. Therefore, it shall be interpreted accordingly and shall not be construed against the drafter.

6.12. Representations and Warranties. Each Party signing on behalf of the District and the City hereby warrants actual authority to bind their respective Party. The Parties signing below also hereby warrant that entry into this Agreement and the enforcement of its terms will not violate any loan covenants or other agreements pertaining to any of the land or improvements impacted hereby.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this _____ day of _____, 2023.

WEST LINN WILSONVILLE
SCHOOL DISTRICT

CITY OF WILSONVILLE

By: _____
Print Name: _____
Its: _____

By: _____
Bryan Cosgrove
Its: City Manager

Approved as to form:

Approved as to form:

Print Name: _____, OSB # _____
District's Attorney

Amanda Guile-Hinman, OSB #093706
City Attorney



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 16, 2023		Subject: Resolution No. 3023 Authorizing City Manager to enter into the Third Amendment to Communications Site Lease Agreement with New Cingular Wireless PCS, LLC Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the Third Amendment to Communications Site Lease Agreement with New Cingular Wireless PCS, LLC.

EXECUTIVE SUMMARY:

There is a cell tower complex located on the northern edge of the wastewater treatment plant property at the end of Fir Street. See Exhibit 1 for location.

The City has lease agreements with two mobile telecommunications companies for this site – T-Mobile (aka Western PCS I Crop) and New Cingular Wireless PCS, LLC (aka Salmon PCS, LLC or AT&T).

In May 2002, the City of Wilsonville entered into a lease agreement with Salmon PCS, LLC for placement of wireless communications facilities and apparatus with an initial five (5) years term with three (3) additional terms of five years each.

On October 15, 2002 the City and Salmon PCS, LLC executed the First Amendment to the lease agreement modifying the term of the agreement to include an “Option Term” of twelve (12) consecutive months commencing on October 1, 2002 with the condition if Salmon PCS, LLC exercises “the Option” the original lease will remain in effect and the commencement date of the lease becomes September 30, 2003.

By October 1, 2013 the company name changed to New Cingular Wireless PCS, LLC (aka AT&T) and a Second Amendment to the lease was executed expanding the lease area from 10 feet by 17.5 feet (175 SF) to 20 feet by 18 feet (355 SF). The term and conditions of the original lease agreement remained the same and the current lease expires October 1, 2023.

Early this year New Cingular Wireless PCS, LLC requested the City grant a Third Amendment to lease agreement at this site. Recognizing the discussion might surpass the lease expiration date, New Cingular Wireless submitted a 60 day lease extension request to which the City agreed. See Exhibit 2.

Before entering negotiations, staff research other municipalities’ wireless agreement to have a basis of current terms and conditions associated with wireless facilities leases. The proposed contract is comparable to other agencies’ agreements.

At the conclusions of deliberations the City and New Cingular Wireless PCS, LCC agreed on a Third Amendment to the lease with the following stipulations:

- Initial ten (10) year term with up to two (2) additional five (5) year periods
- Base rent as of October 1, 2023 will be \$2400 per month
- Each year thereafter, the rent would be subject to a 3% rate increase

EXPECTED RESULTS:

With an extension of the lease agreement the wireless company can continue to provide cellular service to our community.

TIMELINE:

Lease agreement has an initial ten (10) year term with up to two (2) additional five (5) year periods.

CURRENT YEAR BUDGET IMPACTS:

No impacts to budget.

COMMUNITY INVOLVEMENT PROCESS:

Not applicable. This is a continuation of a lease agreement for facilities already in place.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

With the extension of the lease agreement the wireless company can continue to provide cellular service to our community.

ALTERNATIVES:

Reject the lease agreement and remove equipment from this site.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Aerial showing location of cell tower complex
2. Lease extension request
3. Resolution No. 3023
 - A. Third Amendment to Communications Site Lease Agreement with New Cingular Wireless PCS, LLC



-  Communications Easement
-  Taxlots

WWTP Cell Tower

June 2023 Aerial Photo

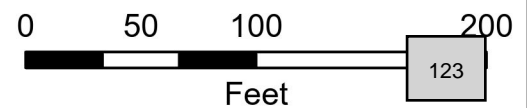


Exhibit 2

September 28, 2023

City of Wilsonville
 30000 SW Town Center Loop E
 Wilsonville, OR 97070
 Attn: Delora Kerber

RE: Extension of Term for Communications Site Lease Agreement dated May 10, 2002 between City of Wilsonville ("Lessor") and New Cingular Wireless PCS, LLC ("Lessee"), as amended by the First Amendment to Communications Site Lease Agreement and the Second Amendment to Communications Site Lease Agreement (collectively, the "Lease") / FA# 10093109

Dear Ms. Kerber:

This letter is in reference to the above-described Lease for the Premises located at 9275 SW Tauchman Road, Wilsonville, OR 97070. The term of the Lease currently expires on September 30, 2023.

You are working with our vendor, Black Dot Wireless, to renew the term through an amendment to the Lease. However, the amendment will not be finalized and fully executed prior to September 30, 2023. Accordingly, please accept this letter as a request to extend the current term of the Lease for an additional sixty (60) days to November 30, 2023 or until the date the amendment renewing the Lease is fully executed.

Thank you,

Acknowledged and Accepted:

Lessor:
 City of Wilsonville

Lessee:
 New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: Delora Kerber

Name: Delora Kerber

Title: Public Works Director

Date: 9/29/23

By: AT&T Mobility Corporation
 Its: Manager

By: Wayne Wooten
WAYNE WOOTEN (Sep 28, 2023 20:28 EDT)

Name: Wayne Wooten

Title: Director

Date: September 28, 2023

RESOLUTION NO. 3023**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO THE THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC.**

WHEREAS, The City of Wilsonville owns property located at 9275 SE Tauchman Road, site of the wastewater treatment plant; and

WHEREAS, the City of Wilsonville entered into a lease agreement with Salmon PCS, LLC on May 10, 2002 for placement of wireless communications facilities and apparatus. The original lease agreement had an initial five (5) years term with three (3) additional terms of five years each; and

WHEREAS, on October 15, 2002 the City and Salmon PCS LLC executed the First Amendment to the lease agreement modifying the term of the agreement to include an "Option Term" of twelve (12) consecutive months commencing on October 1, 2002 with the condition if Salmon PCS LLC exercises "the Option" the original lease will remain in effect and the commencement date of the lease becomes September 30, 2003; and

WHEREAS, by October 1, 2013 the company name changed to New Cingular Wireless PCS, LLC and the Second Amendment to the lease was executed expanding the lease area from 10 feet by 17.5 feet (175 SF) to 20 feet by 18 feet (355 SF). The term of the lease agreement remained the same and the current lease expires September 30, 2023; and

WHEREAS, New Cingular Wireless PCS, LLC has requested the City grant a Third Amendment to the lease with an initial ten (10) year term with up to two (2) additional five (5) year periods; and

WHEREAS, base rent as of October 1, 2023 will be \$2400 per month and each additional year thereafter, the rent would be subject to a 3% rate increase; and

WHEREAS, Staff researched other municipalities' wireless lease agreements and found these terms to be comparable; and

WHEREAS, recognizing the negotiations would surpass the lease expiration date, New Cingular Wireless submitted a 60 day lease extension request to which the City agreed.

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

Section 1. The City Manager is authorized to enter into and execute, on the behalf of the City of Wilsonville, the Third Amendment to Communication Site Lease Agreement with New Cingular Wireless PCS, LLC.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of October, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Third Amendment to Communications Site Lease Agreement with New Cingular Wireless PCS, LLC

Cell Site No. PL99
 Cell Site Name: Wilsonville & Willamette
 Fixed Asset No. 10093109
 Market: WA/OR/AK/N. ID
 Address: 9275 SW Tauchman Road, Wilsonville, OR 97070

THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“**Third Amendment**”), effective October 1, 2023 (“Effective Date”), is by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon, having a mailing address at 29799 SW Town Center Loop East, Wilsonville, OR 97070 (hereinafter referred to as “**Lessor**”), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, successor-in-interest to Salmon PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Lessee**”).

WHEREAS, Lessor and Lessee (or its predecessor-in-interest) entered into a Communications Site Lease Agreement, dated May 10, 2002, as amended by a certain First Amendment to Communications Site Lease Agreement, dated October 15, 2002, and the Second Amendment to Communications Site Lease Agreement, dated October 1, 2013 (hereinafter, collectively referred to as the “**Lease**”), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of Lessor’s Property located at 9275 SW Tauchman Road, Wilsonville, OR 97070; and

WHEREAS, the parties mutually desire to renew the Lease, memorialize such renewal period, and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessee desires to amend the Lease to extend the term of the Lease and Lessor has agreed; and

WHEREAS, Lessor and Lessee desire to amend the Lease to adjust the Rent in consideration of the Lease extension; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the Lease shall be extended to provide that the Lease has a new extension term of ten (10) years (“**New Extension Term**”), commencing on October 1, 2023. If mutually agreed upon, in writing via letter signed by Lessee and countersigned by Lessor, the parties have the option to renew this Lease for up to two (2) additional five (5) year periods. Such option(s) must be fully executed by the parties no later than sixty (60) days prior to the end of the then-current period. Lessor agrees and acknowledges that, except that as such permitted use or other rights may be amended herein,

Cell Site No. PL99
 Cell Site Name: Wilsonville & Willamette
 Fixed Asset No. 10093109
 Market: WA/OR/AK/N. ID
 Address: 9275 SW Tauchman Road, Wilsonville, OR 97070

Lessee may continue to use and exercise its rights under the Lease as permitted prior to the New Extension Term.

2. **Rent.** Commencing on October 1, 2023, the initial Rent payable under the Lease shall be Two Thousand Four Hundred and 00/ 100 Dollars (\$2,400.00) per month, due and payable on the first of each month, for the first twelve months, and thereafter shall increase as provided in Section 3 below.

3. **Annual Rent Increase.** The Lease is amended to provide that, commencing on October 1, 2024, Rent shall increase by three percent (3%) over the Rent paid during the previous year and on an annual basis thereafter.

4. **Acknowledgement.** Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Third Amendment and the underlying Lease and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Third Amendment, the underlying Lease between Lessor and Lessee, remains in full force and effect until it terminates on November 29, 2023.

5. **Notices.** Lessee's notice addresses are hereby amended as follows: If to

Lessee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site No. PL99; Cell Site Name: Wilsonville & Willamette (OR);
 Fixed Asset No. 10093109
 1025 Lenox Park Boulevard NE, 3rd Floor Atlanta, GA
 30319

with copy to: New Cingular Wireless PCS, LLC
 AT&T Legal Department – Network Attn:
 Network Counsel
 Re: Cell Site No. PL99; Cell Site Name: Wilsonville & Willamette (OR);
 Fixed Asset No. 10093109
 208 S. Akard Street Dallas, TX
 75202-4206

A copy sent to the Legal Department is an administrative step which, alone, does not constitute legal notice.

6. **Other Terms and Conditions Remain.** Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment.

Cell Site No. PL99
 Cell Site Name: Wilsonville & Willamette
 Fixed Asset No. 10093109
 Market: WA/OR/AK/N. ID
 Address: 9275 SW Tauchman Road, Wilsonville, OR 97070

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

8. **Counterparts.** This Agreement and the Memorandum of Lease may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment to be effective as of the date first written above.

LESSOR:

CITY OF WILSONVILLE,
 a municipal corporation of the State of Oregon

By: _____
 Bryan Cosgrove
 As Its: City Manager

APPROVED AS TO FORM:

 Amanda Guile-Hinman, City Attorney

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: _____

Print Name: _____

As Its: _____



CITY COUNCIL MINUTES

October 02, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, October 2, 2023. The Mayor called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald

Council President Akervall – Arrived 7:01 p.m.

Councilor Linville

Councilor Berry

Councilor Dunwell - Excused

STAFF PRESENT

Amanda Guile-Hinman, City Attorney

Bryan Cosgrove, City Manager

Katherine Smith, Assistant Finance Director

Keith Katko, Finance Director

Kimberly Veliz, City Recorder

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 agenda.

Motion made by Councilor Linville, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on the following meetings and events:

Bulky Waste Day

- Scheduled on October 7, 2023 from 9:00 a.m. to 1:00 p.m.

Storywalk

- Grand Opening scheduled on October 13, 2023 in Villebois.
- The Mayor revealed the project was a collaboration with the Library and the Library Foundation.
- The Storywalk was funded by a Community Enhancement grant.

Fall Harvest Festival

- Scheduled on October 21, 2023 at Stein Boozier starting at 10:00 a.m.

Paper Shredding Day

- Scheduled on October 28, 2023 at the City Hall Parking lot from 9:00 a.m. to 2:00 p.m.

Emergency Preparedness Fair

- Scheduled on October 28, 2023 at Stein Boozier Barn from 10:00 a.m. to 12:00 p.m.

Dyslexia Awareness Month Proclamation

- The Mayor shared that October 2023 was Dyslexia Awareness Month in Oregon and there was a proclamation in Council packet highlighting the event.

Community Planning Month Proclamation

- The Mayor shared that October 2023 was Community Planning month.
- The Mayor reported during last year's legislature, the City's planners had been busy standing up for residents and cities on how they want their communities to look.

Clackamas County Addiction Summit

- The Mayor shared she attended the Addiction Summit hosted by Clackamas County.
- It was shared that several jurisdictions participated in the summit.

City Council Meeting

- The next City Council meeting was scheduled for Monday, October 16, 2023.

The Mayor shared at the next Council meeting she would report on these upcoming events she planned to attend:

- Clackamas County Coordinating Committee (C4) Meeting
- Clackamas Cities Association (CCA) Dinner

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

Mike Thompson of Wilsonville shared his concerns of speeding on Willamette Way East.

The City Manager shared that the concern would be forwarded to the City's Traffic Safety Team for review and response.

John Vandenberg of Sherwood brought forth questions and observations about the City of Wilsonville's mission to preserve the natural environment.

The Mayor shared that one of Council's adopted goals was to protect and preserve Wilsonville's environment. A strategy of that goal is to develop a climate inventory and gap analysis of City practices and operations. The second related strategy was to conduct a community education campaign to build awareness of climate friendly practices. The Mayor added Clackamas County has a climate strategy however, Council wanted to do more.

The City Manager added that there were many trees in Wilsonville. In Charbonneau alone, along French Prairie Drive there are 800 red oaks. The City Manager explained the City of Wilsonville was very protective of trees. Moreover, the City had gone beyond Metro requirements for protection of riparian areas and natural areas. The City Manager also reminded that Wilsonville was a Bee City, USA. It was announced that the City also participates in PGE's green power initiative.

Staff acknowledged that more could always be done to protect the environment.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

5. Council President Akervall

Councilor Akervall reported she attended the Clackamas County Childcare Retreat on September 25, 2023. She explained this group was looking at the issue of childcare countywide in Clackamas County. During the retreat, the group worked on goals/actions and tactics to be taken over the next 2-3 years.

Councilor Akervall shared on September 19, 2023 she attended a performance by the Daejeon Metropolitan Dance Theater. The performance was hosted by the Consulate General of the Republic of Korea in Seattle.

Councilor Akervall and the Mayor presented at Lowrie Primary on the topic of community helpers.

6. Councilor Linville

Councilor Linville provided a detailed report on the following:

- Clackamas County Addiction Summit
 - Councilor Linville attended along with the Mayor.
 - Clackamas County Commissioner West whom arranged the summit requested that Councilor Linville consider serving on the advisory board that was to come out of the summit.
- Greater Portland Inc. (GPI) Annual Summit
 - Councilor Linville attended along with the Economic Development Manager on September 21, 2023.
- GPI Small Cities Consortium
 - The Councilor attended this meeting on September 28, 2023.
 - Oregon Employment Department presented on the data available on their website.
 - Councilor Linville introduced members to the WES to Salem commuter train and encouraged them to speak with their legislatures to support this effort.

Councilor Linville provided details of these upcoming events she planned to attend:

- Opioid Settlement Prevention, Treatment and Recovery Board (OSPTR)
 - This meeting was scheduled for October 4, 2023.
- League of Oregon Cities Annual Conference
 - To be held in Eugene the subsequent week.

7. Councilor Berry

Councilor Berry reported that she attended the Metro Clackamas County C4 Subcommittee on September 20, 2023.

The Councilor then shared plans to attend the Clackamas County Coordinating Committee on October 5, 2023 and the League of Oregon Cities Conference the following week.

Lastly, Councilor Berry announced the following:

- Diversity Equity and Inclusion Committee (DEI) Committee / Library Movie
 - The DEI Committee and the Library were presenting for Hispanic Heritage Month, a family movie matinee on October 14, 2023.
- Wilsonville Civics Academy
 - Councilor Berry announced the Civics Academy was accepting applications.

The Mayor shared two additional meetings scheduled to occur on October 25, 2023:

- Mid-Willamette Valley Council of Governments (MWVCOG) meeting in Woodburn pertaining to Willamette Valley Commuter Rail Project to study extending WES from Wilsonville to Salem.
- Biotech Summit at Twist Bioscience in Wilsonville.

8. Councilor Dunwell – Excused

CONSENT AGENDA

The City Attorney read the items on the Consent Agenda into the record.

9. **Resolution No. 3024**

A Resolution Of The City Of Wilsonville Supporting A 2023 Grant Application To The Oregon Parks And Recreation Department, Land And Water Conservation Fund For The Memorial Park Playground Replacement Project.

10. **Resolution No. 3079**

A Resolution Of The City Of Wilsonville Supporting An Agreement With The Oregon Department Of Land Conservation And Development (DLCD) For A 2023-25 Planning Assistance Grant For Phase 3 Of Wilsonville's Housing Our Future Project To Fulfill Housing Capacity Analysis And Housing Production Strategy State Requirements.

11. **Resolution No. 3082**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The Willamette Water Supply Program Right-Of-Way Enhancement Projects.

12. Minutes of the September 18, 2023 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

Vote: Motion carried 4-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS**13. Ordinance No. 881 - 2nd Reading**

An Ordinance Of The City Of Wilsonville Adopting Wilsonville Code Sections 10.800 Through 10.870 Governing Parking In City-Owned Parking Lots.

The City Attorney read the title of Ordinance No. 881 into the record on second reading.

The Mayor read the second reading script.

The Mayor then requested a motion on Ordinance No. 881.

Motion: Moved to adopt Ordinance No. 881 on second reading.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

Vote: Motion carried 4-0.

14. Ordinance No. 882 – 2nd Reading

An Ordinance Of The City Of Wilsonville Amending The Text Of The Development Code To Clarify Review Processes And Correct Inconsistencies.

The City Attorney read the title of Ordinance No. 882 into the record on second reading.

The Mayor read the second reading script.

The Mayor then requested a motion on Ordinance No. 882.

Motion: Moved to adopt Ordinance No. 882 on second reading.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

Vote: Motion carried 4-0.

PUBLIC HEARING

15. **Resolution No. 3084** (*Legislative Hearing*)

A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2023-24.

The City Attorney read the title of Resolution No. 3084 into the record.

The Mayor provided the public hearing format and opened the public hearing at 7:44 p.m.

Katherine Smith, Assistant Finance Director summarized the staff report.

The Mayor invited public testimony, seeing none the Mayor closed the public hearing on Resolution No. 3084 at 7:45 p.m.

The Mayor then requested a motion on Resolution No. 3084.

Motion: Moved to approve Resolution No. 3084.

Motion made by Councilor Akervall.

Amended Motion: Moved to adopt Resolution No. 3084.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

Vote: Motion carried 4-0.

CITY MANAGER'S BUSINESS

16. November 20, 2023 City Council Meeting

The City Manager informed that the November 20, 2023 City Council meeting falls on the same week as Thanksgiving. The City Manager then shared Council had the ability not to hold that meeting, if that was their interest. However, there was a caveat that the entire Council would need to be present at the November 6, 2023 City Council meeting. The reasoning was that the solid waste ordinance was to be brought forth then and required two readings. Furthermore, the City Charter required every member present to perform two readings at the same meeting.

Staff provided additional backup options in the event something came up on November 6, 2023 and a Councilor was not able to attend.

The City Manager stated he would contact Councilor Dunwell for her availability on November 6, 2023.

Council tentatively agreed to cancel the November 20, 2023 City Council meeting pending Councilor Dunwell's availability.

17. Opioid Settlement Funds

The City Manager suggested and Council agreed to put together a working group on how the City could best use the opioid settlement funds locally. The working group would consist of Councilor Linville, the City Manager, and the City Attorney. In addition, City staff would reach out to the School District, Heart of the City, and Wilsonville Community Sharing and together generate ideas. Staff would then return at a future meeting to present the potential uses of the funds.

18. Mediterranean Oak Borer

The City Manager reported staff had several internal meetings to discuss Mediterranean Oak Borer (MOB) response. The City Manager explained this is a big issue with many logistical issues such as permitting, communication, outreach, storage, disposal, and budget. He added that staff was drilling down on many of the issues and would return to Council with ideas and recommendations.

The audience was told that the Boones Ferry Messenger included a detailed article with background information on the Mediterranean Oak Borer.

Council discussion ensued with concerns mentioned about the trees in Charbonneau.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 7:57 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

City Council
October 02, 2023

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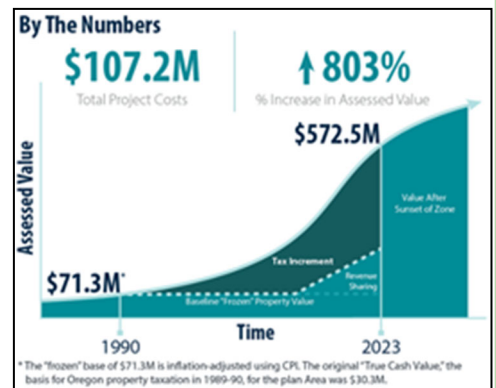
From The Director's Office

Greetings!

In Oregon, there are very few tools available to municipalities to fund the increasingly costly infrastructure that is needed to serve a rapidly growing community. Long gone are the days of federal funding for treatment plants or earmarks for roads and bridges. Tax increment financing (TIF), or urban renewal, is one of the few tools that the City can use to generate funding to build infrastructure projects.

The recently closed Year 2000 Urban Renewal Plan was an ambitious infrastructure funding plan focused heavily on improving transportation systems, sewer and water treatment and distribution, school district partnerships and parks and recreation projects that have helped to define what the beautiful City of Wilsonville is today. Over 33 years, strategic investments made under the Plan addressed blighted conditions, buoyed property values and enhanced livability while supporting industrial, commercial, residential, and public facility development.

With high-profile projects being completed like Canyon Creek Road, five phases of Wilsonville Road, including overhead utility undergrounding, I-5 interchange reconstruction and underpass enhancements, sewer treatment plant upgrades, Town Center Park and Murase Plaza improvements, the power of TIF to transform a community cannot be denied. Below is a summary of some of the tools for success from the City's Urban Renewal Plans.



Public Engagement

Wilsonville's use of urban renewal is guided by the Urban Renewal Task force, comprised of residents, affected taxing districts, land owners, developers, and area businesses. Wilsonville has also adopted the practice of consulting the electorate through an advisory vote before the adoption of any new urban renewal plan in the City.

Partnerships with Taxing Districts

The City adopted the practice of "consult and confer" before it was written into state statute. Affected taxing districts are partners and collaborators. Over the years, several projects were completed in partnership with the West Linn-Wilsonville School District to enhance livability and support development and student population growth. Similarly, fire sprinklers were required for every single-family home in Villebois, which eliminated the need for Tualatin Valley Fire and Rescue to build an additional fire station to serve the new development. At the time, this arrangement was the first of its kind in the country.

Revenue Sharing

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

When urban renewal best practices are employed, as they have been in the City of Wilsonville, this powerful public finance tool can be used to drive transformative change in a community over time, benefitting residents and taxing entities alike.

Chris Neamtzu, AICP

Community Development Director

Building Division

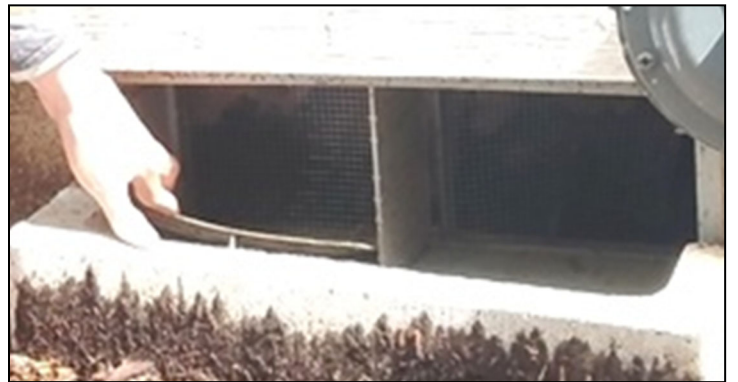
Whatcha Lookin At? - Freezing Weather and Foundation Vents

It's that time of year when we start thinking about freezing weather and preparing our homes for winter. One common question when the weather turns cold is whether or not foundation vents should be open or closed. There are a lot of opinions on this topic and the practical answer is that it depends on your circumstances and your crawlspace configuration. In most cases in well insulated newer construction, foundation vents should remain open.

The Oregon Residential Specialty Code requires that crawlspaces be ventilated in order to reduce condensation and moisture build-up under floor. The code requires foundation vents be distributed in the corners of the foundation (one vent within three feet) and at a ratio of one square foot of opening for each 150 square feet of under floor area. An alternative is to install a mechanical crawlspace ventilation system which mechanically exhausts the crawlspace. In addition, the ground in the crawlspace is required to be covered with a black vapor barrier which also controls moisture permeation from the ground and helps reduce the chance of dry-rot.

In extremely cold climates some folks worry about freezing weather and the potential for frozen pipes so they opt to seal up the crawlspace vents with foam blocks that can be purchased at a home improvement store. Similarly, during final inspections it is common for building safety inspectors to observe foundation vents installed with built-in plastic flaps that can be manually operated during extremely cold periods. Normally vents should be kept open so the crawlspace can ventilate as required by the code.

Above is a photo of Building Inspector Carl Brown in the process of performing an inspection on the foundation vents during a final inspection. During this inspection he is verifying the foundation ventilation is properly installed, open, and clear of obstructions. He is also verifying that vent openings are covered by a maximum ¼" mesh screen to protect from rodent entry. A common correction is to see the screen excessively damaged during the construction process or missing altogether. Another common observation is seeing the insulation in the crawlspace installed in such a way as to block the crawlspace vent opening which defeats the purpose of having a code compliant ventilated crawlspace.



Economic Development Division

Bimonthly Small Business Support Webinar

On September 8, staff hosted another small business support webinar in our ongoing series of webinars, which began during the pandemic.

Attendees heard from the Small Business Development Center's (SBDC) Capital Access Team (CAT). The CAT assists businesses on a one-on-one basis to identify capital needs and capital sources, which can differ dramatically from business to business.

Businesses in attendance learned about loan readiness and the anticipated trends in capital markets as we head into 2024.



Business Retention Visits

Staff visited with four local businesses this month, at their request: three manufacturers and one professional/personal services firm. Staff was able to provide insight into ongoing city projects as well as the Willamette Water Supply project on 95th Avenue, which continues to disturb logistics activity on that street. Staff was accompanied by Business Oregon Regional Development Officer, Jeff Hampton on two visits, where there was specific interest in learning more about Business Oregon's newest program which provides technical assistance grants to manufacturers looking to access Creating Helpful Incentives to Produce Semiconductors (CHIPS) funding as part of the semiconductor supply chain.



Childcare Provider Consortium Convenes for First Meeting

In February 2023, the City Council set the following goal: "Convene a childcare partner consortium to understand the barriers, challenges, and opportunities for increasing childcare opportunities in Wilsonville. Consider the City's role and potential actions for supporting the outcomes."

On September 6, Economic Development staff and Council President Kristen Akervall were joined by many of the city's childcare providers, as well as Representative Courtney Neron, for the kick-off meeting of the Wilsonville Childcare Provider Consortium. The meeting was filled with energy and productive. Time did not allow the group to enumerate any tangible goals for the consortium yet, but several core issues were identified with broad consensus in the room.

The Consortium will meet again on October 5, to begin to zero in on those issues that we can tackle at the local level, with associated goals. It is a great asset to have both state and local policy makers in the room, as solutions will likely be rooted in policy decisions.



Economic Development Division

Local Business Newsletter

Staff continues to send a regular local business newsletter to all business license holders in the City. This month's edition (<https://mailchi.mp/ci.wilsonville.or.us/local-biz-news-083023>) included an invitation to the webinar discussed above, the most recent regional economic data, a plug for the Oregon Manufacturing Extension Partnership, a nonprofit which offers affordable manufacturing consultation services to manufacturing businesses looking to grow and/or explore process/operations improvements such as "Lean manufacturing", profitability and financial strategy execution, workforce solutions, and more.

In addition to the local business newsletter, Staff also sends out a "Development Update" newsletter to the brokerage, development and site selection communities. The latest edition was sent in August (<https://mailchi.mp/ci.wilsonville.or.us/dev-update-08-23>).

Staff Accompanies Councilor at Greater Portland Economic Summit

Councilor Joann Linville attended the 2023 Greater Portland Economic Summit on September 21, accompanied by Economic Development Manager, Matt Lorenzen.

At the event, the City of Wilsonville was recognized as a Heritage Investor, for its contributions to Greater Portland Inc, over the past 10 years.

The event highlighted the region's competitive advantages, which persist in spite of media coverage which suggests Portland has irredeemably declined in recent years. Greater Portland Inc, the region's economic development public-private agency who hosted the event, will be investing substantial sums of money in the coming years in order to take back control of the media narrative surrounding Portland. By doing so, they expect, the region is better positioned to attract and retain quality industries.

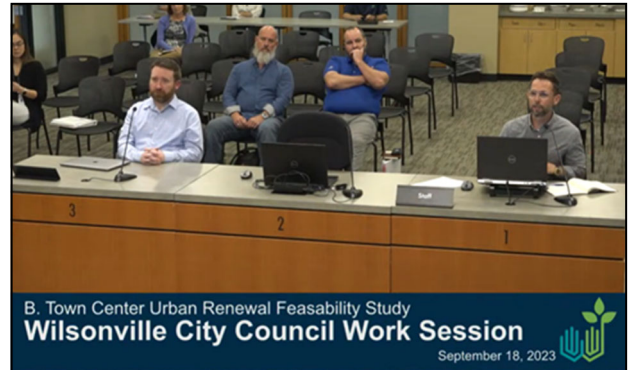
 GREATER PORTLAND		2023 ECONOMIC SUMMIT
Bank of America Chevron City of Beaverton City of Canby City of Cornelius City of Fairview City of Forest Grove City of Gresham City of Happy Valley City of Hillsboro City of Lake Oswego City of Sherwood City of Troutdale City of Tualatin City of Vancouver	City of West Linn City of Wilsonville Clackamas County Columbia River Economic Development Council KeyBank JE Dunn Construction JPMorgan Chase Melvin Mark Metro Miller Nash Multnomah County NW Natural	Oregon State University Perkins & Co Port of Vancouver USA Portland Business Alliance Port of Portland Portland General Electric Portland State University Prosper Portland/City of Portland Spirit Media Stoel Rives University of Oregon US Bank Washington County Washington State University Vancouver Wells Fargo

Economic Development Division

Town Center Urban Renewal Feasibility Study – Council Briefing

Staff briefed Council on September 18 regarding progress made on the ongoing urban renewal feasibility study for the Town Center area. Financial capacity projections were presented by Nick Popenuk, of Tiberius Solutions, one of the City's consultants on this project.

Staff presented on the findings of “blight” in the area, and engaged the Council and answered questions from the Council, which were many. In fact, there was so much discussion that the conversation will continue at the October 2 Council Work Session. The Council is particularly interested in learning more about how the Vertical Housing Development Zone tax abatement incentive impacts tax increment revenues, especially in the early years of a potential urban renewal plan. More generally, the Council is interested in learning more about the alignment of projects, anticipated project costs, and the potential financial capacity (revenue) for a proposed urban renewal plan in Town Center.



The Urban Renewal Task Force will meet next on October 18, and will be taking a close look at projects, project costs, and funding sources that will be used to augment urban renewal funding.

After the October 2 Work Session, Staff will brief Council again in December with a more complete picture of projects, project costs, and funding sources, in addition to a communications plan and preliminary ballot measure language for consideration as we work toward a May 2024 advisory vote.

Urban Renewal Best Practices - Staff Tours Redmond, OR

A few years ago, the Association of Oregon Redevelopment Agencies (AORA) merged with the Oregon Economic Development Association (OEDA). When the two organizations joined forces, the OEDA name persisted and AORA became the “TIF Committee” of OEDA. TIF stands for Tax Increment Finance – the public finance tool that fuels urban renewal. Economic Development Manager, Matt Lorenzen, helps lead the TIF Committee together with several other urban renewal practitioners across the state.

In September, the TIF Committee convened in Redmond for a tour of the city's urban renewal projects. Redmond has constructed improved infrastructure and streetscape projects, and made numerous loans, forgivable loans, and grants to developers and property owners seeking to complete projects that align with Redmond's vision for a vibrant downtown. Most notably, Redmond's urban renewal agency issued a \$3.53 Million forgivable loan to the owners of the historic “New Redmond Hotel” in order to complete a \$7M renovation of the property, completed in 2019.

The tour was enlightening and provides good context and food for thought as we consider the projects under a potential Town Center urban renewal plan.



Engineering Division, Capital Projects

2022 Street Maintenance(4014/4118/4717)

This project included Pedestrian Curb Ramp Replacements (4014), Signal Modifications (4118), and Pedestrian Crossing Improvements (4717). The curb ramps and pedestrian push button replacements were done to comply with ADA requirements ahead of the 2023 Street Maintenance project that will repave the Wilsonville Road adjacent to the ramps. Also included within this project was pedestrian crossing improvements along French Prairie Road in Charbonneau that enhance the safety and visibility of pedestrians. The collective project was performed by Emery & Sons and its subcontractors.

While almost all the work that was contracted for is complete, the City is in a phase where repairs need to be made before final payment can be sent. Once these repairs are complete, a two-year warranty period will begin.

2023 Street Maintenance (4014/4118/4717)

S-2 Contractors continues this contract with a goal of completion by October 15.

What has been completed:

- Boeckman Road (near I-5 Overpass): Road base reconstruction, paving and re-striping.
- Wilsonville Road (between I-5 and Kinsman Road): Road base reconstruction, all paving and 70% of the striping.
- Wilsonville Road (near Rose Lane): 80% of the road base reconstruction and 60% of the paving.

What to expect:

- Wilsonville Road (between I-5 and Kinsman Road): Completion of striping as scheduling and weather allows before October 15.
- Wilsonville Road (near Rose Lane): Completion of the road base reconstruction, final paving and striping before October 15.

2024 Street Maintenance (4014/4717)

Proposals to design this project were due on September 2 and staff is evaluating the proposal, the most qualified proposer will be selected. Staff will recommend to Council the award of the design contract in October and likely begin working to design this project around November 1. Construction for this project is being projected for summer 2024.

Boeckman Creek Interceptor (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. The kickoff meeting was held on October 31, 2022. Field investigations (survey, natural resources, cultural resources, and geotechnical) began late November/early December 2022 and are nearly complete. These field investigations and public input will guide the design team in alternatives analysis and decision making for the sewer and ultimately the trail alignments that are target after the first of the year. Public Outreach efforts continue, the last public meeting was held on August 14 to share background information regarding the project. This background information will be used to start the final engineering design of the project. Two additional open house events are planned at major milestones: preliminary design, and advance design. The dates for these events will be set and advertised in advance of the events.

Engineering Division, Capital Projects

Boeckman Road Corridor Project (4212/4206/4205/2102/7065)

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is pushing to design the project and advancing time-critical components. Right of Entry Permits and survey work is complete, and property acquisitions are underway. Additionally, several guaranteed maximum price (GMP) packages are scheduled to begin in late August. This work includes the temporary signal at 65th Avenue and Stafford Road, and the Meridian Creek Culvert Replacement on Boeckman Road. Review of the design of the bridge, roundabout, road improvements, and associated utilities are being refined and overall project price will be submitted soon. Long lead time items are being ordered to avoid impacts to the schedule. Construction costs will be reviewed over the next month, and scheduled for possible Council around November for the remainder of the project.

Charbonneau Consolidated Plan—Edgewater and Village Greens (1500/2500/4500/7500)

This project is one of 38 project areas designated by the Charbonneau Consolidated Plan for the design and construction of water, wastewater, and stormwater improvements. This project specifically focuses on Edgewater Lane, Village Greens Circle and French Prairie Road. The City project team returned 90% plan comments to the design engineer in August. This project is on schedule for bidding in early 2024 with construction following in the summer.

Charbonneau Lift Station (2106)

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and preliminary design was completed in July 2022. Final design was completed in September 2023, with construction anticipated for completion in September 2024.

Rivergreen and Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith in October 2020, and design was completed in December 2021. The construction contract was awarded to R.L. Reimers in February 2022, with construction (pictured below) completed in summer 2023.



West Side Level B Reservoir and Transmission Main (1149)

This project will design and construct a new three million gallon water reservoir just west of City limits, along with a 24-inch transmission main connecting to the City water system. City Council awarded the design contract to Consor in February 2023. Design will be completed in 2024, followed by construction in 2024-2025.

Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144):

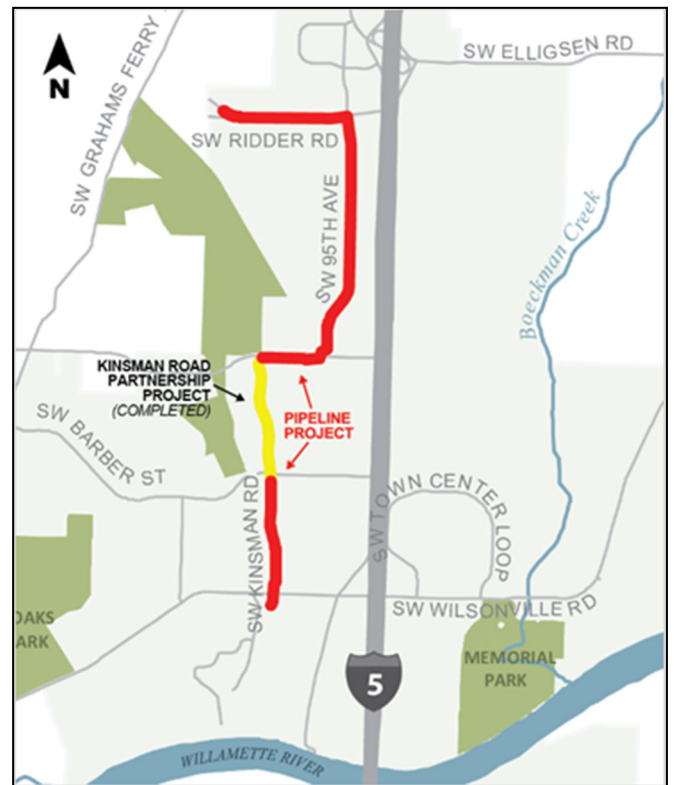
This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in March 2022. Construction (pictured) began in June 2022 with completion expected in May 2024.



WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)**
Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM_1.2)**
Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM_1.3)**
The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion in 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans. The trenchless crossing under Wilsonville Road has been completed. Pipe install on the northern half of 95th Avenue to Ridder Road is nearing completion and construction work is progressing north on Kinsman Road between Wilsonville Road and Barber Street.



WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by December 2023. The Master Plan findings are scheduled to be presented to the Planning Commission and City Council in fall and winter of 2023.

Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The contractor continues to work on installing utilities for the five residential lot subdivision located on Canyon Creek Road. The contractor is currently working on installing franchise utilities .

Frog Pond West

Frog Pond West continues to see significant construction activities. Housing construction in the Frog Pond Ridge subdivision, located south of Frog Pond Lane, continues.

- Frog Pond Crossing subdivision, a 29-lot subdivision located north of Frog Pond Lane, was paved at the end of July. The contractor is working on punchlist items for project closeout. A sales trailer has been installed and construction of homes is expected to begin later this Fall.
- Frog Pond Estates, a 17-lot subdivision located south of Frog Pond Lane and west of Frog Pond Ridge, is working to install utilities.
- In the Frog Pond Oaks subdivision, a 41-lot subdivision located to the west of Frog Pond Crossing, stormwater facilities are under construction as the contractor continues to prepare to pave.
- Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road, is working to install storm and sewer utilities on SW Sherman Drive, in addition to working on site on the building.
- Frog Pond Vista subdivision, a 38-lot subdivision to the west of Frog Pond Oaks, has installed curbs and is working on stormwater facilities .



Frog Pond Crossing



Frog Pond Estates



Frog Pond Primary

Villebois Clermont

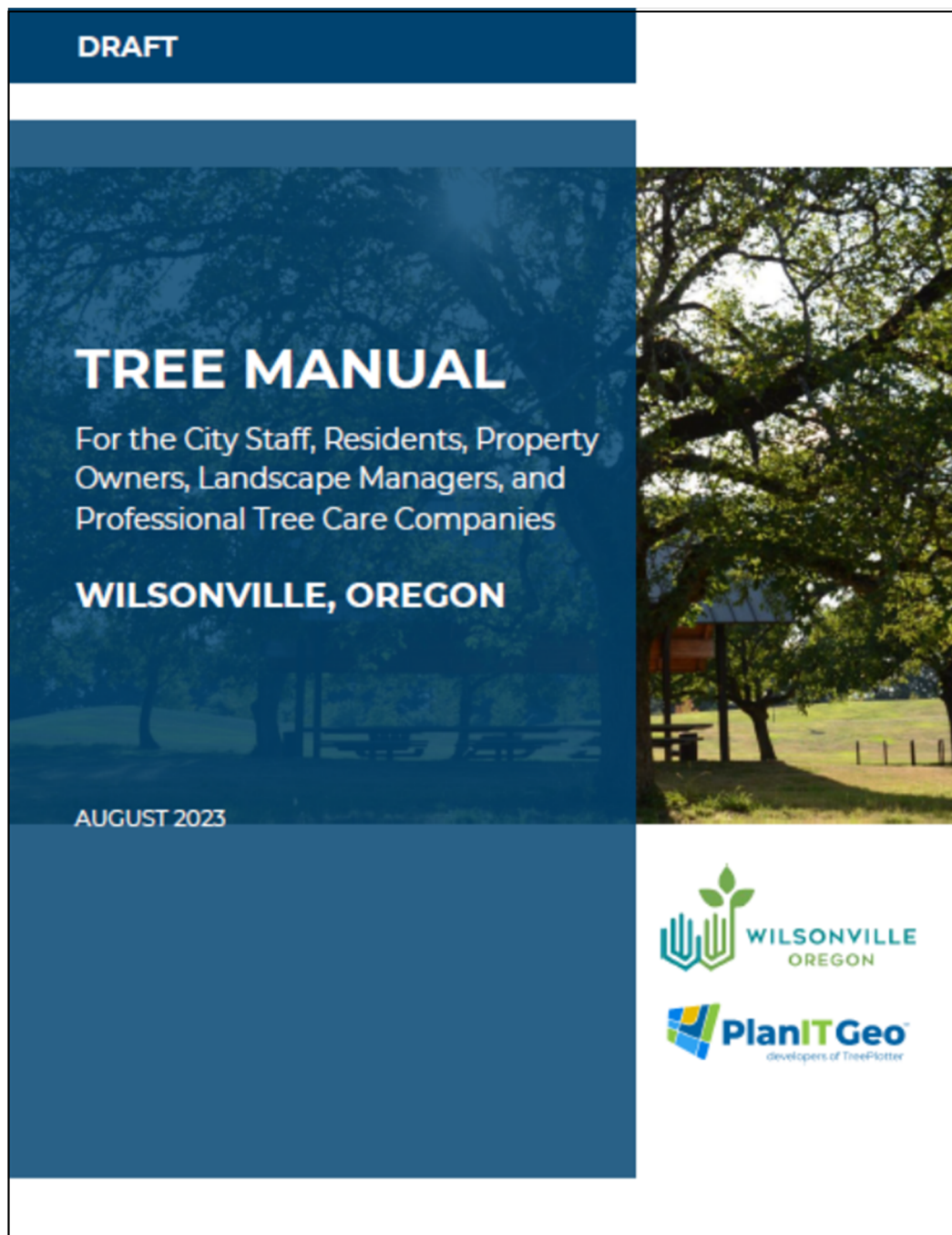
The contractor is continuing to work on punch list items at Regional Parks 5 and 6. Home construction continues.

Natural Resources Division

Urban Forest Management Plan – Tree Manual

An Urban Forest Management Plan (UFMP) to guide the City's programs and actions related to the urban forest was adopted by the City Council in December 2021. The UFMP provides an integrated approach to preserving, sustaining and regenerating Wilsonville's urban forest into the future.

In the UFMP, a tree manual was identified as one of the projects. The tree manual has been developed for planners, developers, homeowners, homeowners associations (HOA) and tree care companies and includes tree-related policies, guidelines, practices and standards. In September, the City received the draft of the tree manual from a consultant, which will be finalized based on staff input. Upon completion, the tree manual will be posted on the City's website and provide a resource for a variety of audiences.



Planning Division, Current

Administrative Land Use Decisions Issued

- 7 Type A Tree Permits
- 4 Type B Tree Permits
- 3 Class 1 Sign Permits

Construction Permit Review, Development Inspections, and Project Management

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

- Clermont Subdivision (Villebois Phase 5 North)
- Five-lot residential subdivision on Canyon Creek Road South
- New gas station and convenience store on Boones Ferry Road
- New industrial development on Day Road
- New Public Works Building
- Residential subdivisions in Frog Pond West

Development Review Board (DRB)

DRB Panel A did not meet in September.

DRB Panel B met on September 25. Following a public hearing, the board unanimously approved a building to cover existing tennis courts in the Charbonneau Village Center and natural resource related permits to allow a home to be built on a previously unbuilt lot on Montgomery Way.

DRB Projects Under Review

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

- 21-unit subdivision in Frog Pond West
- 34-unit subdivision in Frog Pond West
- Design of private park in new subdivision at 28700 SW Canyon Creek Road South
- Digital changeable copy sign on Boeckman Creek Primary School
- New cover structures for Charbonneau tennis courts
- New electric substation along Parkway Avenue north of Boeckman Road
- New industrial building at ParkWorks off Parkway Avenue
- Significant Resource Overlay Zone (SROZ) exception to develop a residence on a undeveloped lot on Montgomery Way
- Transit-Oriented Mixed-Use Development adjacent to SMART Central/WES Station on Barber Street



Proposed Mixed Use Building on Barber Street
adjacent to SMART Central/WES Station

Planning Division, Long Range

Coffee Creek Form-based Code Assessment and Basalt Creek Code Implementation

Planning staff is conducting an assessment of the Coffee Creek Form-based Code standards to identify ways in which they could be adjusted to streamline land use review and encourage additional high-quality industrial development. This information also will be used to help determine what zoning is appropriate for Basalt Creek. In August, staff held a number of interviews to get feedback from developers and design professionals involved in Coffee Creek development for the assessment portion of the project. In addition, staff submitted a grant application for \$170,000 to Metro, which builds on the recent \$100,000 award from Business Oregon, to complete the Basalt Creek Code Assessment and Infrastructure Funding Strategy project designed to propel this area to industrial development-ready status.

Frog Pond East and South Master Plan

With the Frog Pond East and South Master Plan adopted in December, the City is now focusing on implementation. Two outstanding implementation steps are in process: (1) Development Code amendments, and (2) an infrastructure funding plan. During September the project team continued work on testing draft code concepts, particularly standards related to variety of housing and siting and stormwater design standards. Also during September work continued on the infrastructure funding plan working through understanding the different funding gaps and how to address them.



**FROG POND
EAST & SOUTH
MASTER PLAN**

Housing Our Future

This multi-year project will analyze Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. The City's last Housing Needs Analysis was adopted in 2014. In September, the project team began planning for a November public meeting focused on the causes and consequences of rent burden, with the goal of identifying potential solutions for consideration in the project's Housing Production Strategy. A project survey on housing needs and strategies on Let's Talk, Wilsonville!, available in English and Spanish, remained open through the end of the month.

Oregon White Oak Response Coordination

In September, Planning Staff coordinated efforts between various City Divisions and Departments, as well as contract arborists, property owners, and others to diagnose and make a plan to address the declining health of a number of the City's Oregon White Oak trees. Based on initial findings during the removal of an Oregon White Oak in Frog Pond West, City staff continues close coordination with the Oregon Departments of Agriculture and Forestry on immediate plans to triage protective treatment of important oaks in the community. Associate Planner Georgia McAlister along with Community Development Director Chris Neamtzu updated the City Council on the ongoing efforts.

Statewide Policy Involvement

In September, members of the Planning Staff, together with Engineering and Building Staff continued to track the Governor's Housing Production Advisory Council (HPAC) and other policy discussions to inform upcoming legislative sessions focused on fees, permitting process, and review standards to support increased housing production. Oral testimony was provided during September 8 and 29 HPAC meetings. In addition, staff continued to track updated rules related to Climate Friendly and Equitable Communities and provided written testimony on the upcoming adoption of new rules by the Land Conservation and Development Commission (LCDC).

Planning Division, Long Range

Planning Commission

The Planning Commission met on September 13. The Commission held a public hearing for and unanimously recommended to City Council approval of process clarifications in the City's Development Code. The Planning Commission additionally held a work session to hear about efforts to assess the City's special development regulations for the Coffee Creek Industrial Area.

Wilsonville Town Center Plan

Town Center Plan Implementation

During September, the Town Center project team continued work on a detailed Urban Renewal Feasibility Study, taking the findings of the recently adopted Infrastructure Funding Plan and further assessing forecasted revenues, maximum indebtedness, a project list, and proposed district boundary for an Urban Renewal District in Town Center. At the September 18 City Council work session, the project team provided a progress update, including information on updated financial projections and findings of blight that were discussed with the Urban Renewal Task Force in August. The next Urban Renewal Task Force meeting is planned for October to discuss the project list for the proposed Urban Renewal Area.



WILSONVILLE TOWN CENTER

- **Awards / Special Recognition:**

- For the 26th consecutive year, the City's budget has been awarded the **Distinguished Budget Presentation Award** from the Government Finance Officers Association (GFOA) for the current fiscal year. This award is the highest form of recognition in governmental budgeting. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device. Further, the City's budget received special recognition for its **Long Range Financial Plans**.
- Also for the 26th consecutive year, the City has been awarded the **Certificate of Achievement for Excellence in Financial Reporting**, for its annual comprehensive financial report, for fiscal year ending June 30, 2022. This is the highest form of recognition in the area of governmental accounting and financial reporting.

- **Budget Committee Meetings:** In the blink of an eye the fiscal year 2024-25 budget will be upon us! In planning ahead, please mark your calendars! Budget committee meeting dates are as outlined below:

- Thursday, May 9, 2024
- Wednesday, May 15, 2024
- Thursday, May 16, 2024 (If needed)

- **New Hires:** Please join us in welcoming our two new hires! Yuliana Sanchez, Accounting Technician (Utility Billing), and Gladis Lopez, Accounting Technician (Municipal Court). They both bring with them great skill sets, they are sure to be tremendous additions to our team!

- **User Group Meetings:** In October, Finance participated in two excellent user group meetings:
 - The City hosted the annual Oregon Munis User Group meeting—with a focus on Financials (Accounts Payable and Budgeting), Human Resources/Payroll, and Information Technologies. In attendance were over 60 attendees, representing 17 entities.
 - Our Municipal Court staff also attended the annual Encode (Court) User Group meeting in Lake Oswego.

- **Year End Closing:** We're currently wrapping up the annual, year end close process, which includes drafting of the Annual Comprehensive Financial Report. As a component to this, our auditors will be here the week of October 30.

From the Director



September was a joint celebration of Library Card Sign-up Month and Banned Books Month. People who signed up for a library card at the Wilsonville Public Library could choose between the regular and the limited-edition designs of the Libraries in Clackamas County (LINCC) library card. The limited-edition card features the theme “Let Freedom Read,” which is the Banned Books Month theme. The limited-edition card will continue to be available as a replacement card, while supplies last.

With the start of September, our regular Youth programs returned. Baby & Toddler Time resumed on Tuesday mornings at 10:30am. Family Storytime returned on Wednesday and Thursday mornings at 10:30am, and Play Group on Friday mornings from 10:30am-noon. New this month was a performance by the Pink Pig Puppet Theater, starring our own Steven Engelfried. Teen Drop-in Afterschool Activities started up again on Wednesday afternoons from 3-6pm. The laser tag event was quite the spectacle!

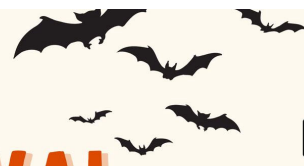
Adult programs included a creative writing class about discovering one’s intuitive voice, an online program about Tennessee Williams, and a history talk about “Home Front Heroines,” the women who worked in factories in World War II. The Walking Book Club, Genealogy Club, and English (ESL) class met. The First Friday Film was *Avatar: The Way of Water*.

In coordination with SMART, a Bike Rodeo was held at the library on Saturday, Sept. 16. At this drop-in event, kids of all ages participated in an agility course in the library parking lot to test bike skills and were able to receive free minor bike repairs.

At the end of September, we announced the winners of our 4th annual Short Story Contest. We received 42 entries from writers ranging from toddlers through adults. A panel of seven librarians read the stories and then ranked them using the criteria of creativity, style, and voice. It was a tough competition, but we were pleased to announce the three winners in each age category (Toddler-Preschool, Kindergarten-2nd Grade, 3rd-5th Grade, 6th-8th Grade, 9th-12th Grade, Adult). The winning stories are available to read on our website at www.wilsonvillelibrary.org/story.

New Library Services Manager Ethan Picman started work at the library and has been getting to know the library, including observing programs like Storytime and meeting with staff. The first phase of the Volunteer Coordinator and weekend Circulation Clerk recruitments have ended, and now interviews are being scheduled.

-Shasta Sasser, Library Director



HARVEST FESTIVAL

SATURDAY, OCTOBER 21 10AM-1PM | STEIN-BOOZIER BARN

Event parking located at Wilsonville Public Library & City Hall (.3 mile walk)
ADA parking (must have placard) and event drop off located at Murase Plaza roundabout



Free pumpkins (while supplies last)
provided by our title sponsor
Nichols Family Agency

FREE pumpkins, 20+ craft vendors, face painting,
horse and carriage rides, coffee and donuts,
a story time with the Wilsonville Public Library and more!

Live music from Redwood Revue



Parks and Recreation Report | September 2023

Director's Report

I am pleased to announce that we have been awarded Local Government Grant Program (LGGP) funds to replace the restroom in Boones Ferry Park. The LGGP is a competitive grant cycle that is offered annually by the Oregon Parks and Recreation Department (OPRD). The program is funded by state lottery funds and requires a 50% local match. Total cost of the Boones Ferry restroom project is estimated to be \$420,000, which means the grant award will be \$210,000. Applying for and receiving grants makes the City's budget stretch that much further.

September marks the end of summer along with the closure of our water features for the year. Our hard working and dedicated parks maintenance team spends a lot of time each summer to keep the water features in operation for the community. While they are a beloved amenity that we enjoy providing, the team also looks forward to the end of the season when they can turn their time and attention towards other projects. Some recent projects of note include the resurfacing and restriping of the Memorial Park tennis courts, the Story Walk installation in Tivoli Park, and ADA improvements.

Looking ahead, the recreation team is in full planning mode for next month's Harvest Festival coming up on Saturday, October 21 at the Stein-Boozier Barn. This event is always a family favorite and includes live music, face painting, a costume parade, free pumpkins, and much more. An exciting collaboration this year with our arts coordinator will bring the addition of artists, makers, bakers, and creatives vendor booths that will offer hand crafted items for sale.

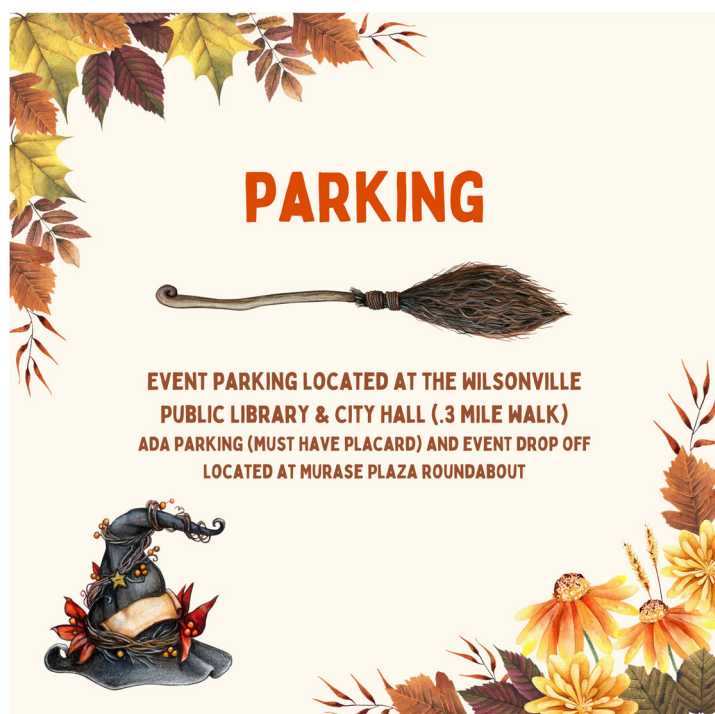
Programs and classes continue to pick up at the community center. In addition to four day/week lunch service and daily home delivered meals, the center offers a variety of exercise classes, an art club, and a poetry club. For more details on those and the rest of what's happening in the Parks and Recreation department please read on.

~Kris Ammerman

Recreation Updates:

Harvest Festival Planning and Promotion

Harvest Festival planning has been in full swing through the month of September. This event will feature live music from the band 'Redwood Revue', horse and carriage rides, free pie pumpkin handouts, over 20 craft and seasonal vendors, coffee and donuts for purchase, a kids costume parade, face painting, and more! A big thank you to this year's title sponsor, Nichols Family Agency. This event will be held at the Stein-Boozier Barn on Saturday, October 21 from 10am—1pm. Parking for the event will be at the Wilsonville Public Library and Wilsonville City Hall, with ADA parking and event drop off at the roundabout in Murase Plaza. We hope to see you there!



Recreation & Community Center Updates:

StoryWalk Grand Opening Event– October 13 at 2:30pm

Thanks to funding from the Community Cultural Events and Programs Grant, the Wilsonville Public Library Foundation, in partnership with the Wilsonville Public Library and Wilsonville Parks and Recreation department, are excited to announce the opening of a brand new StoryWalk in Villebois along Coffee Lake Dr. The StoryWalk begins at the intersection of SW Coffee Lake Drive and SW Denmark Street near a small rose garden, and ends at a Little Free Library on the corner of SW Coffee Lake Drive and Barber Street. A grand opening event with a ribbon cutting will take place on Friday, October 13 at 2:30pm at the start of the StoryWalk. We hope to see you there!



Mini Hoopers 1st & 2nd Grade Basketball

The Mini Hoopers program opened registration this month. Mini Hoopers is an in-house youth basketball program for 1st and 2 graders that utilizes gym space in local elementary and middle schools. The program is run primarily with volunteer coaches, with rosters, schedules, and oversight provided by Wilsonville Parks and Recreation. Currently there are 52, 1st and 2nd grade girls, 42, 1st grade boys, and 33, 2nd grade boys enrolled. The season will run from mid October through early December.

Life 101 Lecture Series

The Community Center's lecture series continued in September with Clackamas County staff giving a presentation on how to avoid Medicare fraud. Fitness Specialist, Brad Moore, gave a presentation on aging longevity, and SMART, in partnership with Ridewise, educated older adults on how to ride Wilsonville's transit system.

Sourdough Bread Workshop

Certified Holistic Nutritionist, Samantha Romanowski, presented an introductory class teaching the basics of sourdough bread baking. Participants learned the steps of the no-knead sourdough process and how to care for their sourdough starter. The class received great feedback and participants are excited for Samantha's next workshop. "Focaccia: An Italian Delight" scheduled for Sunday, November 19.

Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

The ACHC had an exciting September meeting as they made two motions. The first motion was a recommendation for staff to forward on the Public Art Program Guidelines and Policy Draft to City Council for final approval. The ACHC has been reviewing and providing input to this document for several months, so this is an exciting step for the ACHC as well as the City to establish the Public Art Program. The second motion was a recommendation for staff to forward on the ACHC Five-Year Action Plan and annual One-Year Implementation Plan to City Council for approval. Following the September meeting, an opening reception was held for the new City Hall Art Gallery.

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory board began to finalize the schedule for the incoming delegation in late October. All host families have been accounted for, and the board is looking forward to the student visit from October 28-November 5. Planned activities include a trip to Silver Falls State Park, Pumpkin Carving, Powell's Books, the Portland Art Museum and more!



Other Group Highlights

Korean War Memorial Foundation of Oregon

The Korean War Memorial Foundation of Oregon recently got an updated completion date for the Interpretive Center. The Center is expected to be completed by the middle of December 2023 with two grand openings tentatively planned. One celebration will be for the Korean War veterans and their families and another as a formal VIP opening. For the veterans and their families, somewhere around the Christmas holiday is being targeted with the thought of out of town family being able to attend if they are in the NW visiting. This separate opening will give the veterans more time to read, linger, view and talk without crowds. For the formal VIP opening, a date in the first half of January is being considered.

Wilsonville Community Seniors Inc.

Wilsonville Community Seniors, Inc is preparing for their special trip in mid-October. This day long trip will include stops in the Columbia River Gorge and the Parkdale area on Mt. Hood. Fruit farms, a fish hatchery and lunch in Cascade Locks will be some of the highlights!

Upcoming Events

Wilsonville Community Seniors Spaghetti Fundraiser– September 23, 5pm, Wilsonville Community Center

StoryWalk Grand Opening– October 13, 2:30pm, Intersection of SW Denmark St. and Coffee Lake Dr.

35th Anniversary of Sister City Relationship with Kitakata, Japan: October 17

Harvest Festival: October 21, 10am-1pm, Stein-Boozier Barn

Kitakata Student Visit to Wilsonville: October 28-November 5

Parks Team

Fall Here We Come

The cooler mornings and start to the leaf change has brought the Parks team into full fall mode. Working on smaller projects including the Story Walk Installation in Tivoli Park and a new ADA drinking fountain in River Fox Park have kept the team busy. Routine fall work was also a priority in September. Fall pruning, planting and irrigation repair and shut off to conserve water highlighted the month.



Planting Trees



StoryWalk Install



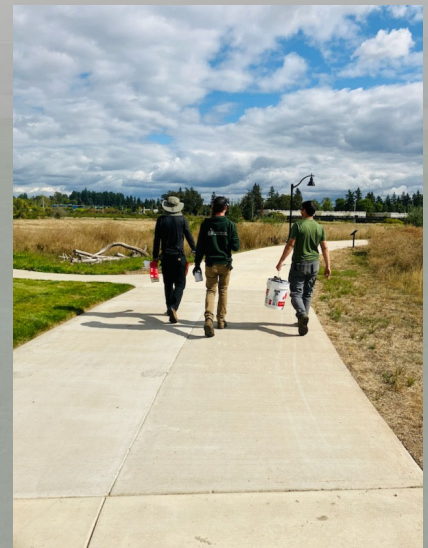
Landscape Improvement



Irrigation Repair



ADA Fountain Prep



Prepping StoryWalk



City of Wilsonville Police

SEPTEMBER 2023



City of Wilsonville Police arrived on-scene with Tualatin Valley Fire at Sysco around 8:00 pm on September 4.

Two semi-trucks had become fully engulfed in flames, and the fire was threatening to spread to other vehicles parked in the area. Thankfully, no one was hurt. Tualatin Valley Fire handled any investigation into the matter.



On September 10, City of Wilsonville Police made contact with a juvenile who had taken multiple bicycles and scooters that didn't belong to him. Deputy Banfi talked with the child and his parent, who surrendered four still in the kid's possession. Banfi sent the bikes and scooters to the Sheriff's Property Room in Oregon City, and pictures were posted to Facebook for possible identification. To date, they have not been claimed.

THANK YOU, DEPUTY EAGLE!

Early in September, Chief Robert Wurpes received a commendation for Deputy Eagle. Back in June, Eagle responded to a CPR incident and saved the life of a man who collapsed on his indoor bicycle trainer while having a cardiac event.

Eagle responded to a call the man's wife placed and was there within in minutes. He performed CPR on the patient until medics arrived and were able to transport him to a hospital.

The patient expressed his gratitude and appreciation for Eagle's quick actions, and wanted to be sure he knew that he'd made a difference.



Our deputies receive regular CPR and First Aid instruction. We couldn't be more thankful.



City of Wilsonville

Call Activity

10,433

Total Calls

YEAR 2023

High Priority • 1,042

Medium Priority • 7,152

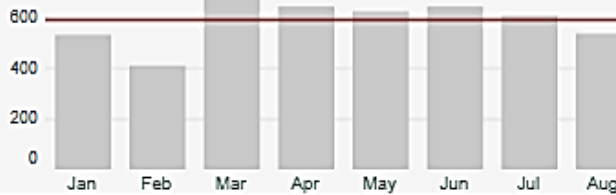
Low Priority • 2,239

Public-Initiated • 5,249

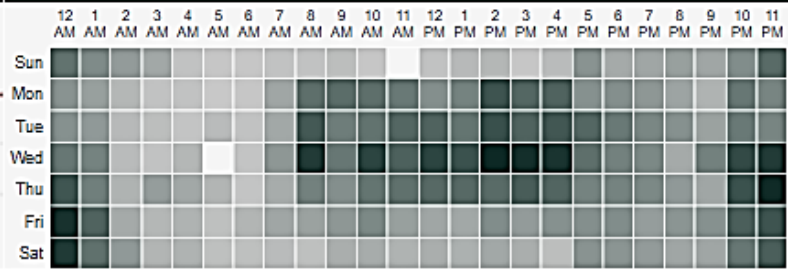
Deputy-Initiated • 5,184

Call Activity by Month and Year

2023



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: 9/5/2023 5:10:59 PM (UTC)

SEPTEMBER 2023

4
Alarm

229
Assist

340
Civil

143
Crime

1,114
Disorder

511
Follow-Up

551
Other

2,292
Traffic

Alarm Alarm 568

Assist Assist Public 455
Assist Fire/Medical 93
Assist Other Agency 79
Missing Person 32
Warrant 28
Assist Law Enforcement 18
Marine Assist/Rescue 1

Civil Civil 438

Behavioral Health 129

Crime Theft 266

Harassment/Menacing 258

Domestic Violence 209

Trespass 170

Fraud 145

Criminal Mischief 120

Assault/Abuse 112

Hit & Run 92

Stolen Vehicle 77

Burglary 58

Vice 38

Sex Offense 36

Violation of Restraining Order 20

Escape/Pursuit 14

Littering 12

Robbery 10

Arson 1

Disorder Suspicious Activity 1,338

Welfare Check 418

Parking Disorder 248

Premise Check 172

Subject Contact 133

Juvenile Disorder 100

Disturbance 85

Animal Disorder 83

Noise Disorder 73

Unwanted Person 53

Extra Patrol 38

Recovered Stolen Vehicle 28

Shots Fired 15

Prowler 8

Fireworks 5

Ordinance Disorder 4

Marine Patrol 1

Follow-Up Follow-Up 900

Other Other 682

Traffic Traffic Stop 2,224

Traffic Crash 150

Traffic Disorder 100

Hazard 74

DUII 22

From The Director's Office:

Updates on the progress of the Public Works Complex: Administration building— painting of the exterior walls and installation of majority of the windows. Much progress on the placement of drywall which allows the tile work to begin. Initiating the installation of casework and lockers; Warehouse—installation of overhead doors and continuation of placement of mezzanine railing and HVAC system; Wash bay— completion of the roof ; Courtyard— planting of vegetation in the water quality basin; and Yard— placement of asphalt and the starting of striping/pavement markings.

Additional job site photos can be found on page 11 and 12 of this report.



Best Regards,

Delora Kerber, Public Works Director

Utilities— Water

Answering the Call

Our technicians stayed busy completing Utility Billing service orders and routine maintenance this month. They responded to a residential service line break. A coworker snapped a photo of Randy 'for scale' while addressing the break causing a small geyser. Most leak checks that our staff perform are much more routine—this one was exceptional.



Utilities— Water cont.

Emergency Water Equipment Training Drill

Our Utilities Supervisor, Ian Eglitis, attended the Emergency Water Equipment Training Drill presented by the Regional Water Providers Consortium. The training was a hands-on exercise in deploying and operating mobile water treatment systems. The systems are self-contained in a mobile trailer and include on-board power generation. The trailer can be used to treat water from almost any source including ponds, creeks, rivers, and wells to provide potable water. The systems can produce approximately 30,000 gallons per day and include multiple tap distribution systems where people could fill their containers.



Utilities— Wastewater

Routine Inspections and Cleaning

The Wastewater crew wrapped up their closed circuit television (CCTV) inspections in the Charbonneau district. The team has moved onto routine cleaning and inspections in the southwest part of the city, near Willamette Way West.



CCTV work in progress



Jared prepping to TV



Sewer cleaning

Facilities

Two “New-ish” Faces

Our landscape division has two ‘new’ staff members that were promoted to the team. First, James Stroud has been promoted to Facilities Maintenance Worker from his previous role as janitor. He continues to do great work for the City in his new position. Second, Reynaldo Fuerte Pineda began as a seasonal and was promoted to his full-time role facilities maintenance specialist this month. He is a wonderful addition to our department and we are glad to have him.



James Stroud



Reynaldo Fuerte Pineda

Trimming Bio Swales at City Hall

The City Hall parking lot has a fresh new look after the landscape division completed maintenance of the vegetation in the middle of the asphalt. This green section of the lot serves as a ‘bio swale’ which helps retain debris and pollutants that might otherwise makes its way into the stormwater system.



Before



After

Facilities—cont.

Tree Trimming at Tauchman House and Community Center

During routine maintenance at the Tauchman House, our Facilities techs discovered that tree limbs had come down after recent windy weather. They cleared the debris and trimmed up the tree to prevent further issues.



Before



After

To safely trim a tree next to the Community Center, staff used our new bucket truck to access branches.



Facilities—cont.

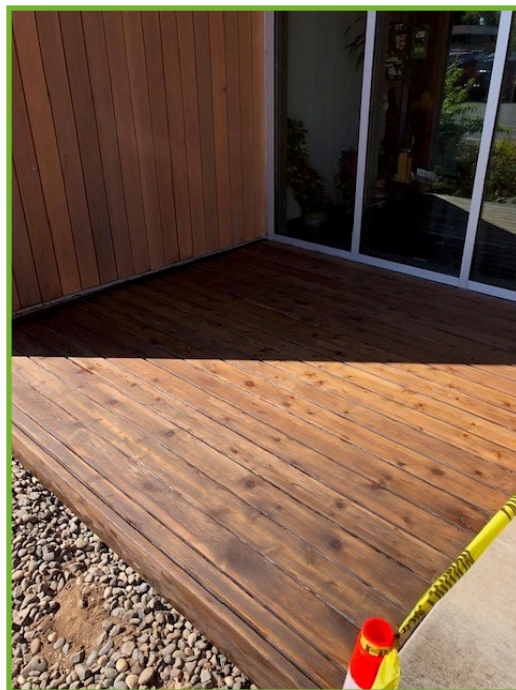
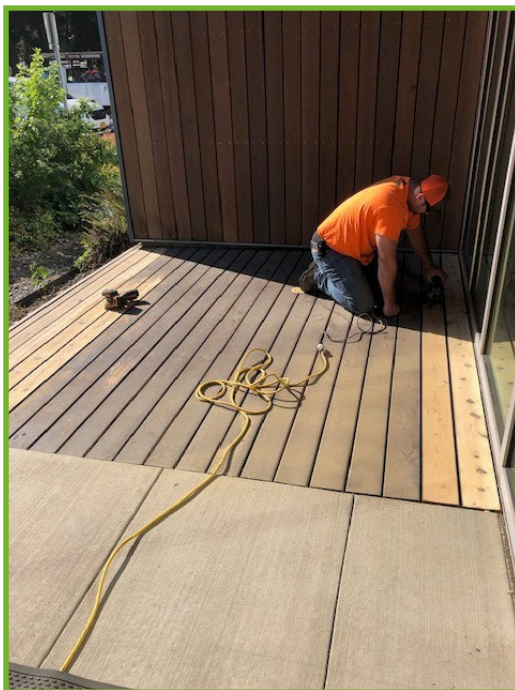
City Hall Parking Lot Maintenance

The Facilities team re-striped the parking lot at City Hall. Staff removed leaves, debris and dirt from the pavement before laying down the new paint.



Staining the Deck at SMART

The deck at the SMART administrative offices got a refresh this month. Trevor and Konnen sanded down and prepped the wood before giving it a new application of stain.



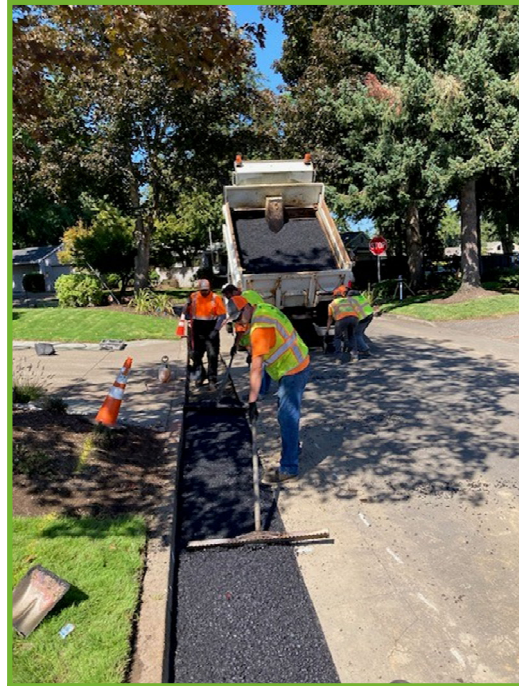
Roads

Street Repairs

This month, staff performed several asphalt repair projects across the city. They repaired and repaved a stormwater manhole on Morey's Court. In Charbonneau, a drainage issue was addressed and the roadway was repaved. The most logistically challenging project was performing night-time asphalt repairs on Grahams Ferry Road at Day Road.



Manhole repair on Morey's Ct



Repaving in Charbonneau



Night work on Grahams Ferry Rd

Roads—cont.

Routine Maintenance and Safety Improvements

The crew perform sight line trimming across town and right-of-way trimming along Grahams Ferry Road and Ridder Road. They also continued to upgrade thermoplastic striping at crosswalks and complete sign repairs.



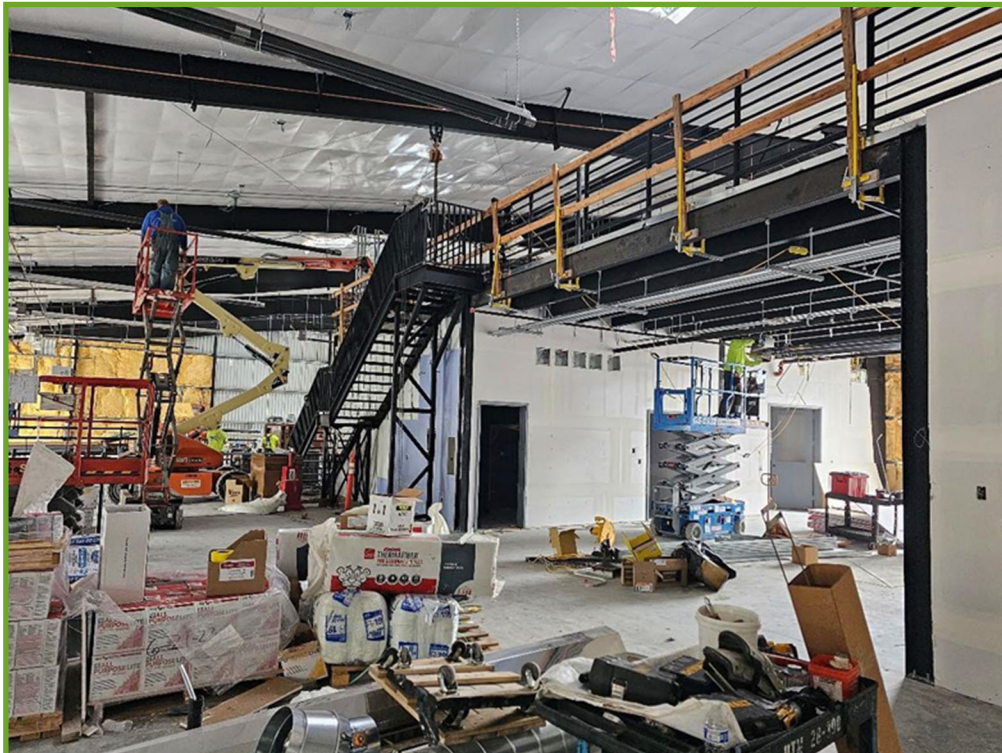
Stormwater

Clearing Vegetation

The stormwater team's top priority this month was clearing access to outfalls and key inlets in anticipation of winter weather. The biggest project was clearing unwanted vegetation from a pond and swale along Coffee Lake Drive. Excess vegetation was hindering the function of this important drainage area.



Public Works Complex, cont.



Stairs to and railing around the Mezzanine storage area in the warehouse



Planting of the water quality basin in the courtyard

Public Works Complex, cont.



Locker room in the administration building



Tile in the reception area restroom

SEPTEMBER 2023 REPORT

Transit/Fleet

I believe life is an ornate carousel with a forever changing vista. I also believe the fall season to be one of life's best examples of inevitable change. The smells, the vibrant colors, the unmistakable feel of summer slowly slipping away, serves to make fall, some would argue, the best season of them all.

September, October, November, and December contain fall in unequal measure. Sentinels of the season, watch over fall with unrelenting focus. They ensure chlorophyll is extracted from each leaf with care and precision. Like an artist capturing a breathtaking landscape with brush and paint, fall's beauty can only be matched by the falls yet to come.

"From sea to shining sea," we welcome you, fall 2023.



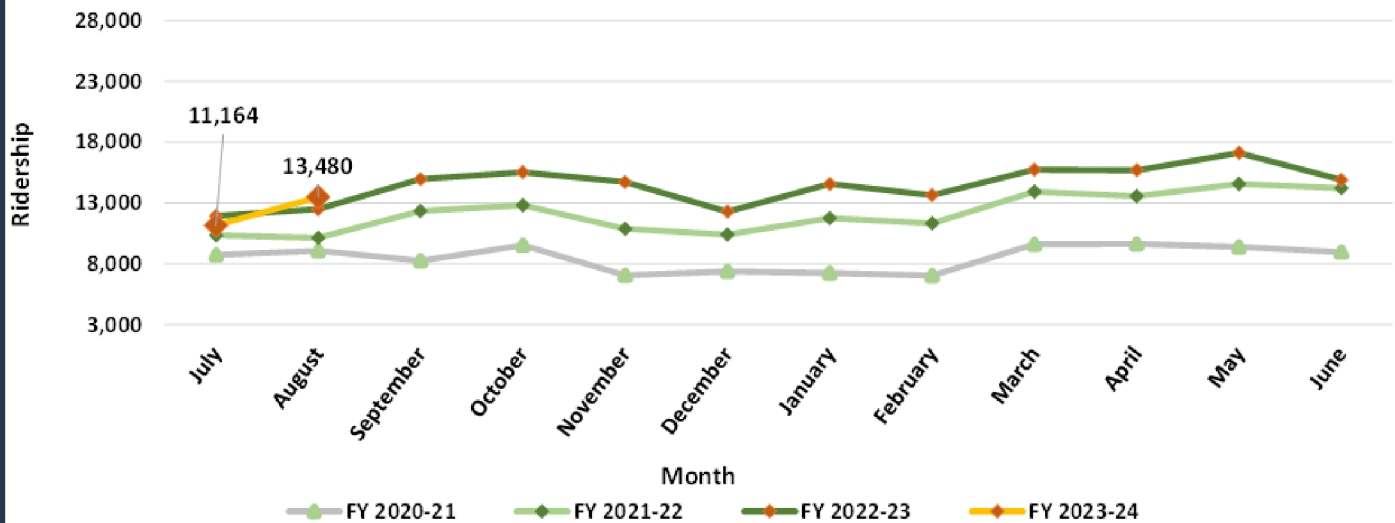
Dwight Brashear
Transit Director



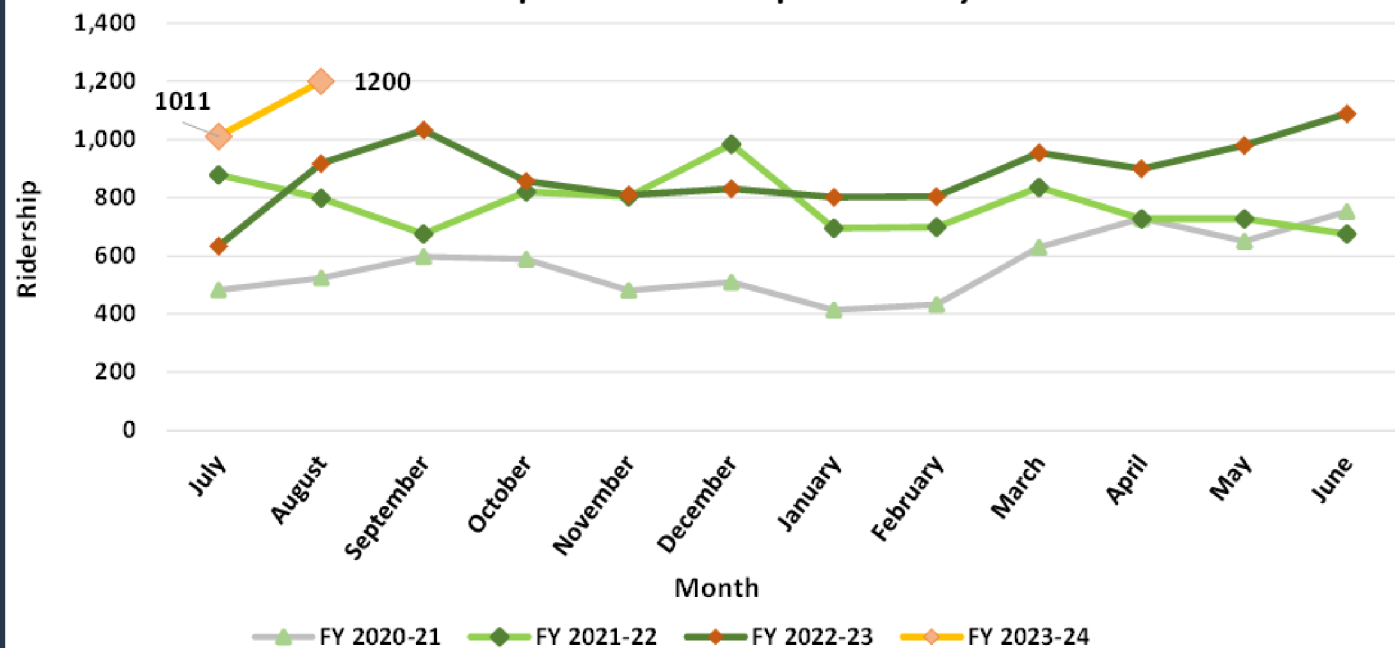
RIDERSHIP TRENDS

Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



GRANTS & PROGRAMS

Kelsey Lewis

This month we closed out two small federal grants that came from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) legislation in 2021. These small grants went towards the cost of ADA paratransit operations. While they covered only a little bit of our operating cost, these grants along with all of the pandemic funding has helped SMART pay for the present costs of providing transit service and be able to focus our local funds on strategic goals for the future.

While receiving a grant award in the beginning is always exciting, close out is my favorite part of the grant lifecycle. It means that we have completed a project that adds value to our community, provided the necessary documentation to warrant the funds, and now we have a little bit more capacity available to start on another project or program that will help our community thrive. This is an immensely satisfying part of public service.

FLEET SERVICES

Scott Simonton

Three new 21 passenger buses arrived in Wilsonville in September. This has been a very long wait, as these vehicles were originally ordered May 10, 2021. We typically estimate 9-12 months to receive vehicles of this type, but shortages and slow production extended the timeline to over two years in this case.

As with all new buses, there is quite a bit of work to do before they are ready for passenger service, including exterior wraps, and installation of electronic equipment.



SEPTEMBER 2023 | PAGE 5

COMMUTE OPTIONS

Michelle Marston

Ready to win prizes, save money, boost your health, and reduce your carbon footprint by improving your commute? Join the first-ever team-based Oregon Get There Challenge from Oct. 1-15!

You can join an existing community or worksite team or create a team of up to 10 coworkers, friends, and/or neighbors.

Teams will compete for recognition and prizes by logging trips taken by bike, foot, carpool, vanpool, and transit, and remote workdays during the two-week challenge.

How to join:

Create an account for free on Get There Connect.

Join a team or create one.

Log your trips and/or remote work on Get There Connect from Oct. 1-15 to win prizes!

Prizes include:

- \$25 Cafe Yumm gift card and Get There swag
- \$25 VISA gift card
- \$100 River City Bicycles gift card
- \$100 Clever Cycles gift card and a water bottle

The grand prize of \$1,000 and top honors will go to the team with the highest score (average trips per team member) at the end of the Challenge.

Ready to defeat the competition and win prizes for driving less?

The Get There Challenge | Oct. 1-15

 **get there**
challenge

GETTHEREOREGON.ORG/CHALLENGE

SAFE ROUTES TO SCHOOL

Patty Tiburcio

September marks the beginning of a new school year and with it the opportunity to re-establish SMART's relationships with our local public schools and Parent-Teacher Associations (PTA). SMART staff attended PTA meetings, school Curriculum Nights and Multi-Cultural Nights to share information about safe routes to school programming and SMART's bus services.

In a continued effort to encourage students and families to walk to school, SMART and Northwest Housing Authority (NHA) have renewed their partnership and are organizing Walking School Buses from Autumn Park Apartments to Boones Ferry Primary.

SMART and Library staff hosted a Fall Bike Rodeo at the Library. A deputy from Clackamas County Sheriff's Office joined the event and helped guide kids through the agility course.



SMART provided helmets, free of charge, to those in need. Attendees with no bicycle were welcome to use one of the bicycles brought in from Cycle Oregon.

SMART provided helmet adjustments and hosted a bike repair mechanic to provide free minor bike repairs to participants and community members.

Ride Connection and SMART staff initiated the Fall Travel Training sessions in which participants learned about safe, independent travel for older adults and people with disabilities. Upcoming sessions will include group transit trips to Salem and Bridgeport Village.



**PROCLAMATION
RECOGNIZING THE 35TH ANNIVERSARY OF THE
SISTER CITY RELATIONSHIP WITH KITAKATA, JAPAN**

WHEREAS, the Sister City Relationship with Kitakata, Japan was established in October 1988; and

WHEREAS, the Sister City Relationship was formed in order to deepen the understanding and friendship between the two cities through programs in such fields as education, culture and economy; and

WHEREAS, the City of Wilsonville and Kitakata City reaffirmed the shared commitment to continue to support and promote the Sister City Relationship in August 2018; and

WHEREAS, the City of Wilsonville and former nonprofit, Wilsonville Sister City Association has facilitated cultural exchanges between the City of Wilsonville and Kitakata, Japan for 35 years; and

WHEREAS, the City of Wilsonville established the Kitakata Sister City Advisory Board in 2020 to strengthen our commitment to the Sister City Relationship; and

NOW, THEREFORE, I Julie Fitzgerald, Mayor of the City of Wilsonville, recognize the 35th Anniversary of the Sister City Relationship between the City of Wilsonville and Kitakata, Japan.

Dated the 16th day of October 2023.

Julie Fitzgerald, Mayor





Celebrating 35 years of Friendship 友好都市 35周年記念

Kitakata, Japan & Wilsonville, Oregon
喜多方市 & ウィルソンビル市

