



CITY COUNCIL AGENDA

September 18, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Information Technology Strategic Plan \(Stone\) \[30 min.\]](#)
- B. [Town Center Urban Renewal Feasibility Study \(Lorenzen\) \[30 min.\]](#)
- C. [Coffee Creek Code Assessment \(Luxhoj\) \[15 min.\]](#)
- D. [Proposed Updates to Solid Waste Franchise Agreement and related Administrative Rules \(Guile-Hinman/Davidson\) \[30 min.\]](#)

ADJOURN [6:55 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, September 18, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on September 5, 2023. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)

COMMUNICATIONS [7:10 PM]

5. [Mediterranean Oak Borer \(Neamtzu/McAlister\)](#)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:25PM]

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 [7:35 PM]

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

CONSENT AGENDA [7:55 PM]

10. [Resolution No. 3085](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into An Intergovernmental Agreement With Metro For Receipt Of Local Share Funds. \(Ammerman\)](#)

11. [Resolution No. 3086](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Tri-County Metropolitan Transportation District Of Oregon \(TriMet\) Subrecipient Agreement. \(Brashear/Guile-Hinman\)](#)

12. [Minutes of the August 21, 2023 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:00 PM]

CONTINUING BUSINESS [8:00 PM]

PUBLIC HEARING [8:00 PM]

13. [Ordinance No. 881 1st Reading \(Legislative Non-Land Use Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Adopting Wilsonville Code Sections 10.800 Through 10.870 Governing Parking In City-Owned Parking Lots. \(Guile-Hinman\)](#)

14. [Ordinance No. 882 1st Reading \(Legislative Land Use Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Amending The Text Of The Development Code To Clarify Review Processes And Correct Inconsistencies. \(Rybold\)](#)

CITY MANAGER’S BUSINESS [8:30 PM]

LEGAL BUSINESS [8:35 PM]

ADJOURN [8:40 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

EXECUTIVE SESSION

ORS 192.660(2)(a) Employment of Public Officers, Employees and Agents

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

**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  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo.
Com niquese al 503-570-1506.*



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023		Subject: Information Technology Strategic Plan	
		Staff Member: Andy Stone, IT Director	
		Department: Information Technology	
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 type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Introduce the newly updated Information Technology (IT) Strategic Plan to Council.

EXECUTIVE SUMMARY:

In 2016, the City of Wilsonville completed its first Information Technology (IT) Strategic Plan with the help of MindBoard Consultants. The plan explored the current state of IT in Wilsonville as well as identifying 32 short, medium, and long-term projects. The IT department followed the plan, refreshing it every year to take into account current needs of departments or unexpected factors. The plan was very successful and by 2021, all of the major projects listed had or were in the process of being completed.

An add package to refresh the IT Strategic Plan was submitted and approved in fiscal year 21-22 budget and an request for proposals (RFP) was released in November 2022. Nine firms submitted proposals and after a detailed selection process, the City selected Avèro Advisors.

The process started in March; conducting interviews with all departments in the City to evaluate their experience with IT as well as what their goals and aspirations were regarding IT. The results reinforced that Wilsonville IT is viewed as a partner to departments throughout the City and works hard to help them achieve their goals. It also reinforced the fact that Wilsonville is a very forward thinking City with many projects that rely on IT.

After the initial assessment was completed, Avèro Advisors conducted a current state analysis that looked at the state of the IT department, cybersecurity, technology, and personnel. This data, along with the information gathered in the department interviews formed the basis of the IT Strategic plan.

Benchmarking was another important step in the process. Wilsonville IT compared favorably to other organizations across the country. Each jurisdiction has its own unique attributes, which help drive their budget and project load, but it is interesting to note that many of these Cities are working on the same projects as Wilsonville. Enterprise Resource Planning (ERP) systems, cybersecurity, infrastructure upgrades, and fiber routinely appeared in their project plans.

Avèro Advisors and IT Staff worked closely to analyze the results of the meetings with Staff and developed a comprehensive list of projects for the next 3-5 years, 32 in all. Projects are grouped into a framework consisting of four main areas: Security First, Digital City Experience, Data Driven Decisions and Infrastructure Resiliency.

These categories outline best practices for IT projects and help categorize the needs of the City. There is a fairly even split of projects between the categories with the most in Data Driven Decisions. This concentration of projects highlights the desire to optimize City systems, especially the new Tyler Technologies software packages.

As with the last IT strategic plan, an integral part of this project is revisiting it each year. The IT department will reevaluate projects listed in this plan and add new projects as needed. This process was extremely successful with the last plan and will be implemented with the new IT Strategic Plan.

EXPECTED RESULTS:

The IT staff has already started implementing the Strategic Plan.

TIMELINE:

The IT Strategic Plan lists projects through 2027 but the plan will be revisited every year and updated based input from key stakeholders.

CURRENT YEAR BUDGET IMPACTS:

No additional impacts to current fiscal year's budget. Future projects will be included in each year's budgeting process.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Implementing the IT Strategic Plan will assure that the City's departments have the tools and security that they need to continue providing excellent service to the community.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Information Technology Strategic Plan (web version)



INFORMATION TECHNOLOGY STRATEGIC PLAN FINAL REPORT

July 14, 2023



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July 14, 2023

A Message from Avèro Advisors

Avèro Advisors is proud to present the City of Wilsonville's IT Strategic Plan Report. Our team has worked closely with the City's key stakeholders to develop a comprehensive roadmap that aligns technology initiatives with the City's vision and goals.

Wilsonville demonstrates a serious commitment to constant improvement in delivery of necessary public services to citizens. When combined with existing Information Technology initiatives and vision, it allowed for robust strategic planning not seen with most municipalities. The Information Technology Strategic Plan provides the City with prioritized recommendations to bolster their technology infrastructure, make certain necessary upgrades, and introduce increased system optimization to allow for organization-wide improved efficiency and effectiveness.

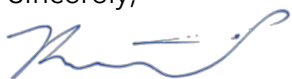
The proposed strategies prioritize strengthening cybersecurity measures via annual reviews and the expansion of cybersecurity tools, an approach that is crucial in the contemporary threat landscape. We anticipate a more secure digital environment, safeguarding critical City information and infrastructure from potential threats.

Implementing software systems like Microsoft 365, Tyler ESS, and an electronic signature tool will facilitate streamlined operations, cost efficiency, and improved productivity. We expect this to enhance inter-departmental communication and enable quicker decision-making processes.

Further, the City plans to optimize and integrate existing systems like Munis, EnerGov, and others. This will lead to improved data sharing, interoperability, and reduced system redundancy. The decision to migrate to cloud-based platforms, in particular, GIS and the City's Tyler products, will lead to more agile operations, data accessibility, and cost savings.

In summary, the IT Strategic Plan will have a profound impact on the organization by enhancing internal operations, ensuring security, and fostering a more connected and smarter City. The successful implementation of these strategies will require strong commitment, effective change management, and continuous performance review. But we are confident that with Wilsonville's dedicated team and the support of all stakeholders, the City will continue to transform into a modern, secure, and efficient hub that meets the needs of its citizens and employees alike. While most municipalities are still struggling with the "basics" of service delivery improvement, Wilsonville is helping lead the way with vision and ingenuity.

Sincerely,



Robert Kornovich
Director of Advisory Services
Avèro Advisors

I. Project Overview

A. Background

The City of Wilsonville is located in the southernmost end of the metropolitan area of Portland, Oregon, and was formed in 1969. Wilsonville sits on the north bank of the Willamette River, offering easy access for recreational boaters, canoers, and kayakers as well as proximity to the Valley's abundance of award-winning wineries. The population of the City is approximately 26,000. Wilsonville is a business-friendly community that provides an attractive location for manufacturers and distributors. The City's considerable weekday workforce also supports high tech industries, family-owned companies, and several local and national retailers. This results in the need for business processes and systems that allow for dynamic growth.



Wilsonville's Executive Leadership envision the development of a straightforward strategic plan that the City's IT Team and other key stakeholders can easily understand and implement. This plan should also provide the City with a thorough analysis of the strengths and weaknesses of current operations and provide a comprehensive overview of its IT strategic direction. Additionally, the City desires an update to its strategic roadmap that serves as a cornerstone guiding its efforts to enable the Information Technology Department to be more effective and efficient in the delivery of the City's technology needs.

With this end-state in mind, Avèro Advisors has developed a strategic plan to guide the Information Technology Department's decision-making efforts including infrastructure additions and upgrades as well as opportunities to utilize current technology strategies in a more efficient manner. The outcome of this initiative is to strategically implement technology solutions that enhance the way current community members and businesses interact with the City and provide the Information Technology Department with the tools to best serve the City and all of its constituents.

B. Approach and Methodology

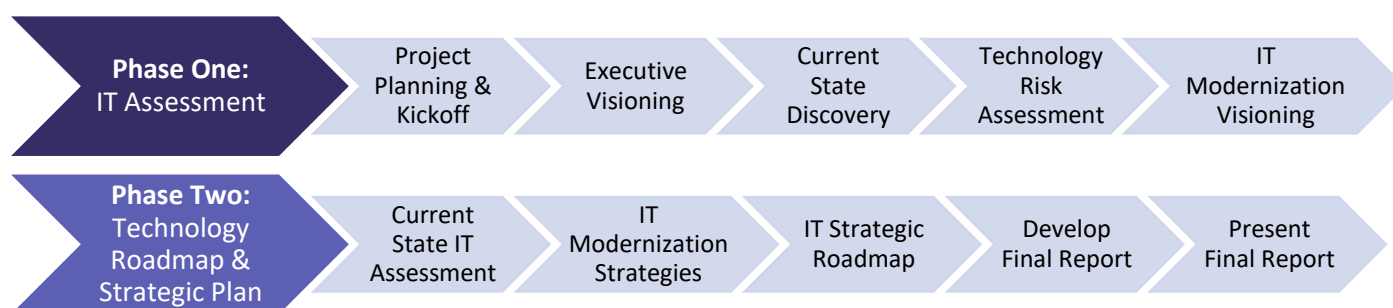
For this engagement, Avèro Advisors was tasked with developing an Information Technology Strategic Plan through the execution of the following objectives as set forth by the City:

- Assessment of existing IT infrastructure and technology systems, cybersecurity, and internal security risks
- Review existing enterprise Information Technology offerings and identify opportunities for optimization that will improve operations
- Review existing network and security infrastructure to identify areas for improvement and potential migration to cloud solutions

As part of this engagement, Avèro Advisors utilized a three-dimensional approach, namely **People, Process, and Technology (PPT)**, to develop a high-level understanding of the current state of technology within the City. Applying this approach enabled Avèro to understand the execution of different tasks across the organization using available technology, technology-enabled decision-making processes, and the City's operations' overall efficiency and effectiveness.

As shown in **Figure 1**, the following project activities were executed across multiple phases to develop the City's IT Strategic Plan.

Figure 1 - Project Methodology



Phase One - IT Assessment

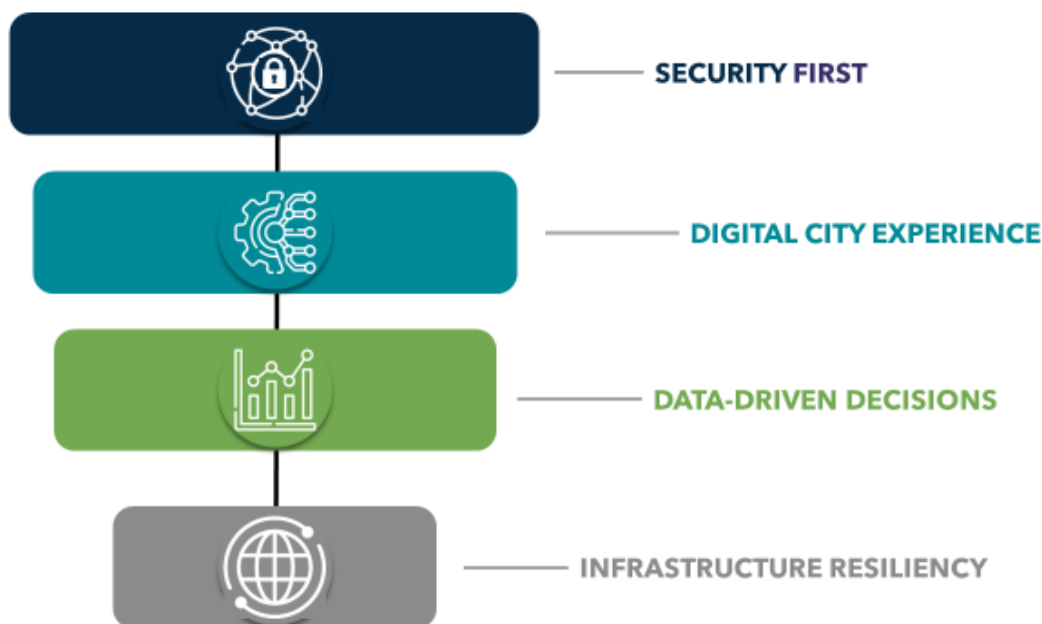
During Phase One, Avèro Advisors conducted "Discovery" sessions with the IT Department and department Directors from across the City. These interactive data-gathering sessions provided Avèro insights into the current state ("As-Is") of IT service delivery at the City. Discovery focused on the *People, Process, and Technology* used to execute critical business processes, both within and across all City departments. This phase assessed the state of cybersecurity practices to evaluate potential risks within the City. Avèro also facilitated "IT Modernization Visioning" sessions to capture "wish list" items related to technology optimization in the future state ("To-Be") at the City.

Phase Two - Technology Roadmap & Strategic Plan

During Phase Two, Avèro Advisors conducted a Current State Assessment, including a Gap Analysis, based upon data gathered during Phase 1 Discovery. Avèro then developed IT Modernization Strategies in response to the Gaps identified and facilitated an interactive review session with the City to finalize the prioritization of the IT Strategic Roadmap. Finally, Avèro developed the IT Strategic Plan, which includes the preceding deliverables: Risk Assessment, Current State Assessment, and IT Strategic Roadmap.

C. Framework

The IT Strategic Plan is comprised of four (4) overarching IT Modernization Strategies, based upon industry best practices, which highlight the essential framework for a resilient, secure, efficient, and transparent technology infrastructure at the City of Wilsonville.



1. SECURITY FIRST

Cybersecurity's importance cannot be overstated in today's climate. Nearly every day we see the havoc a cyber-attack can have on City governments across the world. Organizations must be prepared to respond to cyber threats and security events, although the best course of action is perhaps the oldest - *"prevention is better than the cure."* The City of Wilsonville will be better prepared to weather any cyber event that may come their way by implementing "Security First." Ransomware, phishing, crypto-scams, and many other threats will not decrease in the near future. If anything, data shows that our adversaries and their "armies of robots" are becoming more robust, more intelligent, and more persistent with launching attacks and enhancing threats to our public infrastructure.

In the optimized Future State, the City of Wilsonville will be even better equipped with the hardware, software, and management sophistication to prevent emerging threats and recover from cyber-events. Using a layered cybersecurity framework, the City will continue to bolster the exterior and interior defenses.



SECURITY FIRST - ACTION ITEMS

- 1 - Conduct Semi-Annual Reviews of Cybersecurity Plan
- 2 - Expansion of Cybersecurity Tools
- 3 - Expand the Use of City Security Cameras
- 4 - Implement Physical Access Control & Security Systems

2. DIGITAL CITY EXPERIENCE

Traditionally, government agencies have been more cautious regarding the adoption of newer technologies. A popular theory in many organizations was, *"if it's not broken, don't fix it."* Historically, the community members and employees of Wilsonville have accepted the paper driven processes to conduct business in-person. However, the City of Wilsonville has taken great strides to deliver a *"Digital City Experience"* that modernizes the community member experience in many ways. Paying bills, connecting utilities, applying for permits, requesting IT services, and other opportunities are quickly and easily accessible at their fingertips. The digital conveniences that Wilsonville community members enjoy in their personal lives will continue to be present in how they interact and conduct business with the City.



DIGITAL CITY EXPERIENCE - ACTION ITEMS

- 5 - Assist in the Implementation of ESS
- 6 - Expand Electronic Signature Tool
- 7 - Implement Microsoft 365
- 8 - Evaluate Image Library Management System
- 9 - Evaluate Smart Displays

3. DATA-DRIVEN DECISIONS

All modern enterprise software systems used for daily operations are designed to collect valuable data. For example, whenever an electronic permitting system issues a permit, a data set is created. When a resident pays their utility bill, a data point is created. Once the City optimizes its enterprise applications, including its suite of Tyler Technologies products and Microsoft 365, a critical element of the strategy will be using data to advise and drive critical decisions. Based on historical data and predictive analytics tools embedded in modern financial and land management systems, the City can make decisions on hard data, not heuristics or assumptions. After implementing the IT Strategic Plan and Roadmap, the City will maximize the functional capacity of existing technologies and further utilize enterprise software solutions that will make data-driven decision-making possible at every level of the organization.



DATA-DRIVEN DECISIONS - ACTION ITEMS

- 10 - Annual Evaluation & Prioritization of IT-Related Projects
- 11 - Evaluate Citywide Project Management Tool
- 12 - Replace Fuel Management System
- 13 - Implement Contract Management System
- 14 - Optimize and Integrate Current System
 - a. Financial Management System (Munis)
 - b. EnerGov Experience (EnerGov)
 - c. Enterprise Asset Management (Cartegraph)
 - d. Human Resource Management System (NeoGov)
 - e. Volunteer Management System (Volgistics)
 - f. Recreation & Event Management (ActiveNET)
- 15 - Ongoing Optimization of City Enterprise Systems
- 16 - Implement Business Intelligence Tool
- 17 - Evaluate Room & Reservation Management System
- 18 - Evaluate Fleet Management System (RTA)
- 19 - Tyler TID-C Implementation
- 20 - Evaluate Code Compliance Software
- 21 - GIS Cloud Migration
- 22 - GIS Security and Best Practices Audit
- 23 - Customer Relationship Management System

4. INFRASTRUCTURE RESILIENCY

Much like our roads, schools, and administrative buildings, the City's IT infrastructure requires regular modernization efforts and resiliency planning over an extended period of time. Fiber-optic networks, servers, storage devices, computers, firewalls, and other networking equipment require a capital improvement plan, similar to maintenance plans in other key community assets. The City should not wait until there is an overwhelming need for repair; instead, the City should take a proactive approach to plan for infrastructure improvements. Strategies for infrastructure resiliency include:

- **Evaluation of Cloud Migration** - evaluate opportunities to host current on-premise systems in a Software as a Service (SaaS) environment
- **Fiber Connectivity Project** - improve security, lower latency, and faster data transfer across the City
- **IoT Service Enablement** - use IoT devices to improve the management of City utilities



INFRASTRUCTURE RESILIENCY - ACTION ITEMS

- 24 - Evaluate SaaS (Software as a Service) Migration Opportunities
- 25 - Tyler Cloud Migration Munis, EnerGov, and Incode
- 26 - Enhance City Conference Rooms
- 27 - New Public Works Building
- 28 - Transit Oriented Development (TOD) Project
- 29 - Parks Wi-Fi Enhancement
- 30 - Fiber Connectivity Project
- 31 - Evaluate Phone System Replacement
- 32 - IoT Service Enablement / Smart City Enhancements
 - a. Automated Meter Reading
 - b. Smart Buildings

II. Current State Assessment

A. Introduction

As part of the IT Strategic Plan Project at the City of Wilsonville, Avèro Advisors conducted “Discovery” sessions with the executive team, IT department members, and department directors from across the organization. These interactive data-gathering sessions provided Avèro with insights into the Current State (“As-Is”) of Information Technology, including IT service delivery, infrastructure, enterprise software, and cybersecurity within the City. Discovery focused on the *People, Processes, and Technology* used to execute critical business processes within and across all City departments. Avèro Advisors also facilitated IT Modernization “Visioning” sessions with the City’s various departments to validate the data gathered in the Discovery sessions, and capture “wish list” items related to technology optimization in the Future-State (“To-Be”) at the City.

B. Accomplishments

In 2016, the City of Wilsonville went through the process of developing an IT Strategic Plan and has accomplished the following Modernization Strategies:

- ✓ Online Community Engagement Platform
- ✓ Use Cartegraph as an Enterprise Asset Management System
- ✓ Streamline IT Procurement Process
- ✓ Streamline IT Funding
- ✓ Develop Fiber Business Plan
- ✓ Hire IT Assistant
- ✓ Combine City Web Sites and Social Media Accounts
- ✓ Upgrade Exchange - Evaluate Cloud-Based Email Alternative
- ✓ Develop IT Policies and Procedures
- ✓ Implement Laserfiche as City Wide Electronic Records Management System
- ✓ Promote Use of GIS as an Organizational Priority
- ✓ Implement IT Auditing and Security Solutions
- ✓ EnerGov - Permitting ERP System Implementation
- ✓ Munis - Financial ERP System Implementation
- ✓ Implement Email Archiving and E-Discovery Solution
- ✓ Implement Integrated Time Tracking and Payroll System-Electronic Timesheets
- ✓ Select Integrated Security Access System
- ✓ Replace VoIP Telephone System
- ✓ Consider Implementing Automated Meter Reading (AMI) Infrastructure
- ✓ Continue Standardizing IT Environment
- ✓ Continue Enhancing Audio/Video and WilsonvilleTV Infrastructure
- ✓ Implement Municipal Fiber Program
- ✓ Legal Case Files Software Solution
- ✓ Office/OS Upgrade

Each of the strategies implemented from the 2016 IT Strategic Plan provides value and aims to improve the processes and operations within the City's various departments. However, several strategies in particular stand out amongst the others and have had a more significant impact on the City of Wilsonville staff and the community members it serves. Those strategies include:

- **Tyler Munis & EnerGov Implementation (ERP & Land Management)**
- **Laserfiche Implementation (Electronic Records Management)**
- **Cartegraph Implementation (Asset and Work Order Management)**
- **Online Community Engagement Platform**

The following summaries describe the positive impact that the implementation of each of the aforementioned high-impact strategies from the 2016 IT Strategic Plan has had on the City:

Tyler Munis & EnerGov Implementation (ERP & Land Management)

The IT Department, along with collaboration from the City's various departments, implemented both their Enterprise Resource Planning system, Tyler Munis, and their Enterprise Land Management system, Tyler EnerGov. Implementing these modern enterprise solutions has helped the relative departments to streamline their operations. The benefits of having a modern ERP and ELM system in place at a local government organization cannot be understated. Moreover, the task of a lean City IT Department implementing the systems without a team of external resources is a massive, and often, unsuccessful implementation effort. However, that was not the case for Wilsonville, as the City's IT Department delivered a successful implementation (of multiple systems) in a reasonable timeline. Additionally, the IT Department is planning on continuing its efforts towards optimization of both enterprise systems to continue to benefit staff and improve City operations.

Laserfiche Implementation (Electronic Records Management)

The IT Department implemented Laserfiche, a modern records management system that serves to improve efficiency and productivity through faster access to centrally stored and digitally managed records with streamlined workflows, and increased security and compliance of the management of City records. Additionally, the IT Department has been proactive in the development of training materials and user guides for the system, assisting the City stakeholders in their development of how to most effectively utilize the tool.

Cartegraph Implementation (Asset Management and Work Order Management)

The IT Department, in collaboration with the Public Works Department, implemented a modern asset management system, Cartegraph, within the City of Wilsonville. This system provides several benefits and values to the City, including improved asset tracking and maintenance scheduling through advanced mapping and data visualization tools; enhanced budgeting and resource allocation through real-time cost tracking and forecasting; and increased citizen satisfaction through more efficient and effective service delivery. The City will continue to make adjustments to optimize Cartegraph over time.

Online Community Engagement Platform

The IT Department was tasked with researching and implementing a community engagement tool where community members could voice their feedback on a wide range of City projects and topics. The community engagement tool implemented (Bang the Table!) has improved communication and collaboration between City staff and community members, leading to more effective decision-making. Additionally, the tool has increased citizen participation in local government initiatives and events, leading to a more engaged and informed community - www.LetsTalkWilsonville.com

C. Summary of Key Findings and Universal Gaps

The Current State Assessment provides a summary of the Key Findings from the Discovery and Analysis phases of the IT Strategic Plan Project for the City of Wilsonville. Specifically, the Current State Assessment considers the role of each respective functional area, the primary business technologies used for operations, and the overall vision.

The Current State Assessment considers the fourteen (14) functional areas within the City. As an overview, the City strives to continue moving its infrastructure and IT processes to its desired future state. Building on industry best practices, the City, and all of its resources, seek to protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving its natural environment and heritage.

The following functional areas were included for this project:

- Administration
- Building
- Code Compliance
- Community Development & Economic Development
- Engineering
- Finance
- Human Resources
- Information Technology & GIS
- Legal
- Library
- Parks & Recreation
- Planning
- Public Works
- SMART Transit & Fleet

Key Findings & Universal Gaps

Following the completion of Phase 1 Discovery, Avèro aggregated and analyzed the Current State and Future-State vision data gathered from the City's stakeholders to identify Key Findings, including gaps. A **Gap** is a measure of comparison between the Current State of Technology systems used in the City, and the optimized Future-State based upon industry best practices. The Universal Gaps identified during the Current State Assessment are as follows:

SOFTWARE

- The City would like to further optimize the ERP systems - Tyler EnerGov and Tyler Munis.
- The City is in the process of implementing the time and attendance tool, Tyler ESS. At the time of the assessment, some departments have not been migrated to ESS due to process issues.
- End users lack the ability to track, search, or update the status of work order requests in its Asset Management system, Cartegraph. This leads to staff having to email or call the Public Works Department to follow up on the status of work orders.
- The City desires to have more collaboration tools for working on projects within the organization and outside vendors.

HARDWARE

- The City's key card access system is at end-of-life and is in the process of being replaced with the addition of the new Public Works building.
- While the City's SAN infrastructure is planned for an upgrade in FY24-25, the recent increases in server processing requirements from recent software implementations will likely advance this to FY23-24.

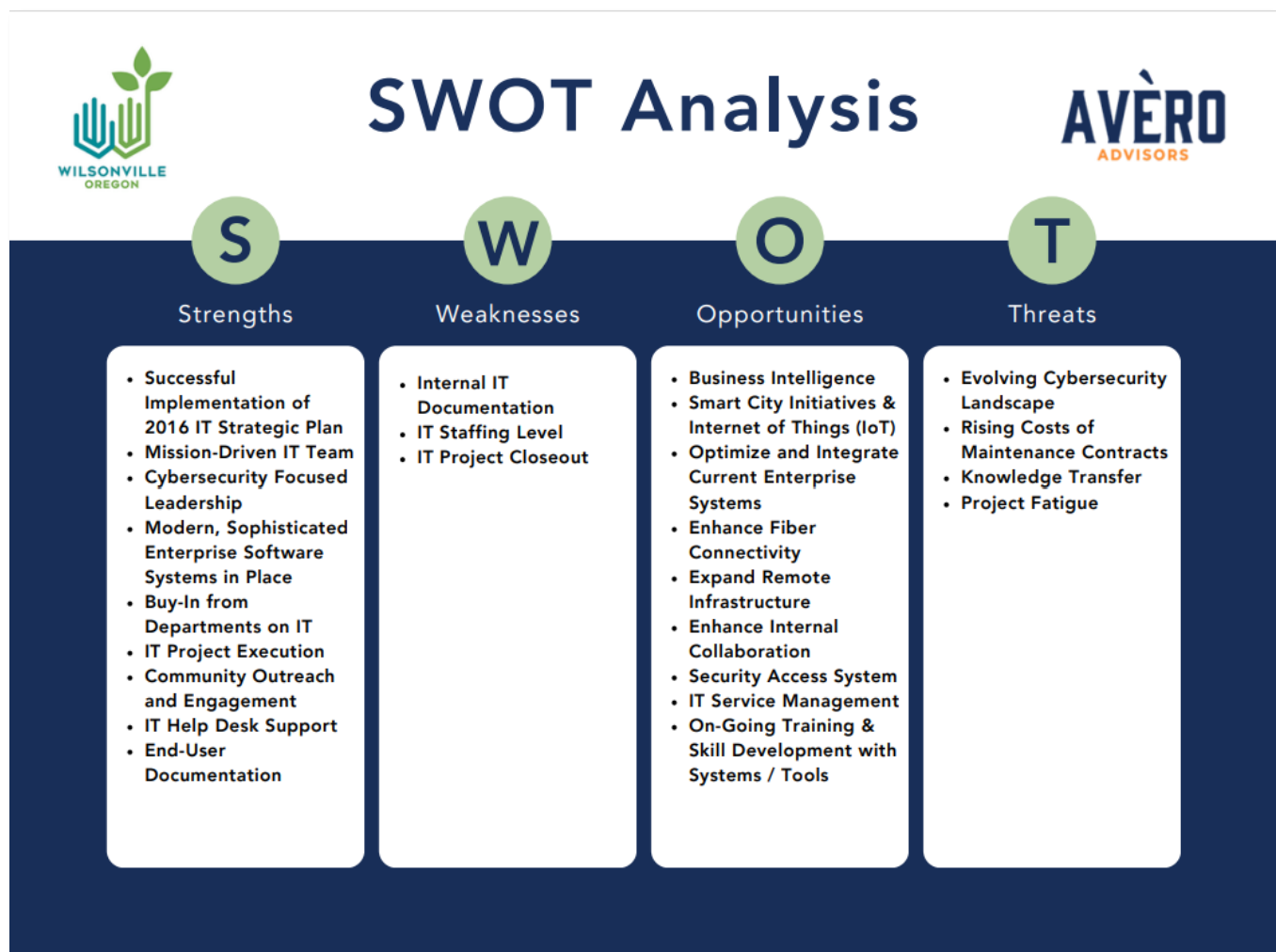
- While the City has remote video conferencing capabilities in place for meetings, the City would like to further enhance and optimize the technology, as well as include the infrastructure in more City meeting rooms to accommodate all of the various Boards and Commissions.

IT OPERATIONS

- At the time of the assessment, the City has been unsuccessful in filling all of the IT positions in the IT department mainly due to the current labor market. The current IT staff are providing a level of service that meets the needs but that leads to a reactive approach and ideally, IT staff would like a more proactive approach in addition to cross-training IT staff when new members are onboarded.

D. SWOT Analysis

Avèro Advisors has developed a SWOT Analysis for the City of Wilsonville. By conducting a SWOT Analysis, the City of Wilsonville can better understand its Strengths and Opportunities, as noted and identified from an outside perspective. Additionally, the City can understand the challenges it faces and develop strategies to leverage its strengths and opportunities while mitigating Weaknesses and Threats. This can ultimately lead to a more effective and efficient organization that is better aligned with the needs of the City and its stakeholders.



III. IT Benchmarking

Avèro has developed a benchmarking analysis to compare the City of Wilsonville with other organizations around the country of similar sizes, specifically in relation to IT department budgets, staffing levels, and critical IT initiatives. This process plays a vital role in enhancing the overall efficiency, effectiveness, and competitiveness of the IT department, which is increasingly central to City operations as technology continues to evolve.

Benchmarking can provide valuable insights into the City's IT spending compared to other cities. This can highlight areas where the City is investing too much or too little. If a City's IT budget is significantly lower than other comparable cities, it might mean the City is underinvesting in critical IT infrastructure, which could lead to inefficiencies or vulnerabilities. On the other hand, if a City's IT spending is considerably higher, it might indicate inefficiencies or opportunities to reduce costs. Understanding how the City's IT budget compares to others can help inform strategic decisions about IT spending.

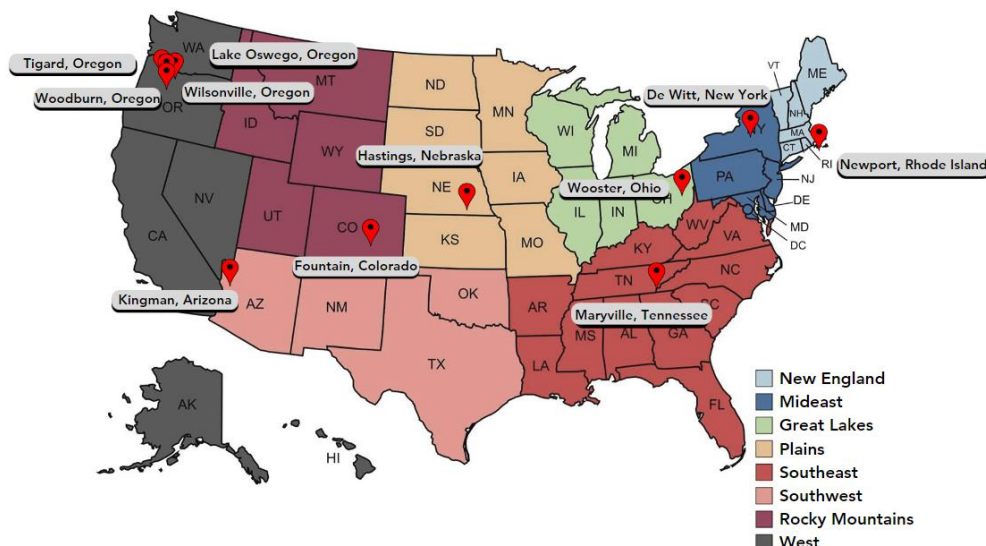
Benchmarking staffing levels can provide a useful perspective on the Department's capacity. It can show whether a city is understaffed or overstaffed compared to others. Understaffing could lead to overworked employees, slow response times, and an inability to keep up with necessary maintenance or upgrades, while overstaffing could unnecessarily strain the City's budget. Comparing staffing levels can also shed light on the staffing structure of other cities, such as the ratio of management to non-management positions or the distribution of staff across different roles or functions.

Comparing projects across similar cities can stimulate innovation and improvement. If other cities are taking on more advanced projects, it could indicate a need for upgrades or changes. Conversely, if a city's project scopes are ahead of the curve, it could confirm that the City is on the right track. This can also help to identify best practices and avoid common pitfalls.

It is important to note that while benchmarking can provide useful insights, each City's needs and context are unique, and what works well for one city may not work well for another. Therefore, the findings from the benchmarking should be considered as part of a broader strategic analysis.

Avèro Advisors has developed several tables to display benchmarking information gathered from organizations across eight regions within the United States with a similar size in population as the City of Wilsonville. See **Figure 2** displaying a map of the organizations included in the analysis:

Figure 2 - Benchmarking Regional Map



In its endeavor to assist the City of Wilsonville to continually improve and align its operations with industry best practices, Avèro undertook a comprehensive benchmarking initiative. This encompassed numerous cities of comparable size from different geographical regions. These cities include:

- **Tigard, Oregon**, in the **West region**
- **Lake Oswego**, in the **West region**
- **Woodburn, Oregon**, in the **West region**
- **Kingman, Arizona**, in the **Southwest region**
- **Fountain, Colorado**, from the **Rocky Mountain region**
- **Hastings, Nebraska**, situated in the **Plains region**
- **Wooster, Ohio**, representing the **Great Lakes region**
- **Maryville, Tennessee**, located in the **Southeast region**
- **De Witt, New York**, from the **Mideast region**
- **Newport, Rhode Island**, in **New England**

Key aspects such as demographics, budgets, staffing numbers, IT resources, and active/planned projects were compared to gain insights into their administrative and IT strategies. See **Figure 3** for a table that contains benchmarking data from the organizations listed above:

Figure 3 - Benchmarking Regions Table

City	Population	City Budget	IT Budget	City FTE	IT FTE
Wilsonville, OR	26,298	\$42,106,170	\$1,510,015	189.29	6.50
Tigard, OR	55,767	\$49,328,960	\$6,314,238	342.45	20.00
Lake Oswego, OR	40,411	\$139,239,898	\$2,801,537	382.60	9.50
Woodburn, OR	26,054	\$142,387,670	\$538,800	174.80	6.00
Kingman, AZ	32,869	\$302,131,652	\$1,791,050	402.00	7.00
Fountain, CO	29,219	\$83,115,715	\$2,628,099	260.20	9.00
Hastings, NE	25,037	\$27,317,276	\$688,545	211.00	12.00
Wooster, OH	26,753	\$28,370,150	\$501,866	208.55	5.75
Maryville, TN	32,178	\$226,482,729	\$1,636,450	190.65	6.00
De Witt, NY	25,920	\$11,868,598	Outsourced	110	Outsourced
Newport, RI	25,156	\$105,744,833	\$266,899	348.00	3.50

Avèro obtained information related to current and future projects from each organization included in the benchmarking analysis. The City of Wilsonville are facing or just completed many similar projects to jurisdictions around the country. Below you will see each organization, and a sampling of the projects that are currently in process:

Tigard, Oregon, West region

- Implementation of Tyler ERP System
- Advanced Metering Infrastructure
- Pavement Management Program
- Traffic and Transportation System Major Maintenance Program
- Library HVAC System

Lake Oswego, Oregon, West region

- Traffic Signalization Improvements
- Backup Power at RIPs and WTP
- Water Quality Monitoring System Implementation
- Wastewater Flow Data Tracking

Woodburn, Oregon, West region

- Setup a SIEM (Security Information and Event Management) system
- Implement Office 365 in a hybrid configuration
- Along with Office 365, set up a single sign-on
- Migrate the main Police software, Tyler Public Safety, to new servers
- Implement network security improvements

Kingman, Arizona, Southwest region

- Downtown Infrastructure Design Project
- System wide network monitoring and analysis upgrades
- Investigate redundant Internet service provider solution
- Implement an access and key control policy/program to improve security of City facilities
- Implement Project management system

Fountain, Colorado, Rocky Mountain region

- PD Media Room A/V Systems
- Data Center Upgrades
- Continuation of cybersecurity roadmap
- Audits of IT hardware, software licenses, email groups, and physical access points

Hastings, Nebraska, Plains region

- Launch of City of Hastings/Adams County Interactive Map
- City of Hastings GIS Hub
- City wide ERP computer software
- New Fiber cable to city buildings

Wooster, Ohio, Great Lakes region

- Increase redundancy and decrease cutover times to increase overall business continuity for departments
- Sign replacements tracked through the MasterMind software system

- Provide additional access to and educate the public on online membership & reservations
- Complete design and construction of Filter expansion and media replacement at WPF

Maryville, Tennessee, Southeast region

- Tyler Munis Implementation
- Power System Equipment & Upgrades
- Upgrade Control House
- Website Upgrade and Intranet Development
- Gridsmart Video Detection Upgrades

De Witt, New York, Mideast region

- Implementation of solar farm
- Implementation of easy charging stations
- Website Update

Newport, Rhode Island, New England region

- Evaluate Information & Communication Systems
- ERP Re-evaluation
- Replace/Upgrade City Call Recording System
- SAN Storage
- Door Access
- Domain Migration
- Expand City Fiber Optic Network

Kingman, Arizona, and **Fountain, Colorado** are embarking on substantial infrastructure and security projects, given their larger IT budgets and personnel. Conversely, cities like **Newport, Rhode Island**, and **De Witt, New York**, have smaller IT resources but are making targeted IT improvements and focusing on sustainability initiatives.

The City of Wilsonville recognizes the importance of its IT infrastructure in serving its community effectively. Its robust IT resources uniquely position it to offer superior services, thereby improving connectivity, efficiency, and responsiveness.

Moreover, the City acknowledges the added responsibility that comes with these resources to ensure their optimal utilization. This commitment enables them to deliver maximum value to their community members. Thus, the City of Wilsonville is dedicated to continually aligning its resources with evolving IT needs, reinforcing its unwavering commitment to delivering excellence in public service.

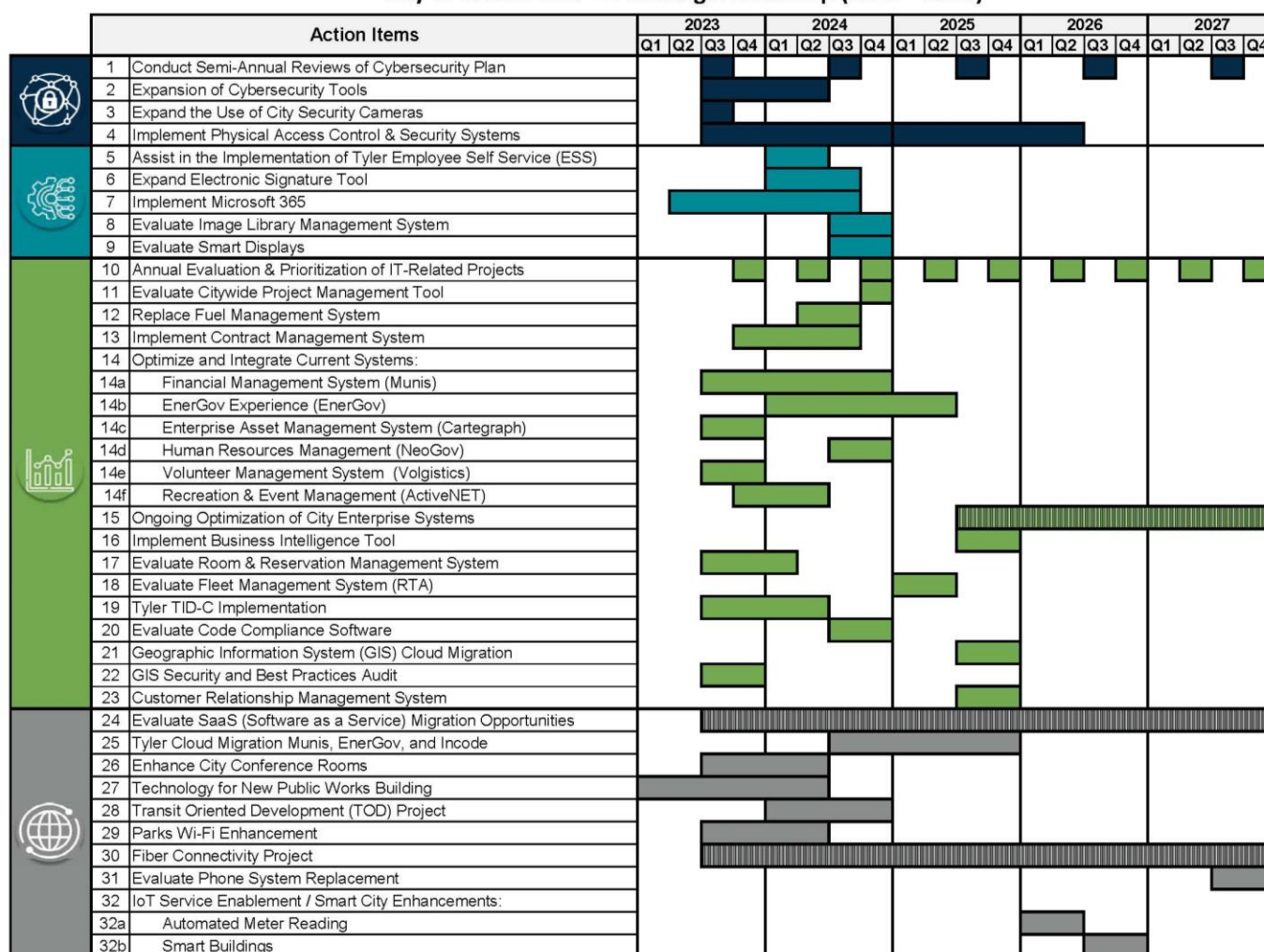
IV. IT Strategic Roadmap

The IT Strategic Plan presents Avèro Advisors' proposed IT Modernization Strategies as optimally prioritized, based upon industry best practices, institutional knowledge, and the City of Wilsonville's input. The IT Strategic Roadmap will function as the City's strategic blueprint for IT Modernization over the next three to five years. The IT Modernization Strategies include improvements to the City's cybersecurity strategy, IT organization, and enterprise software systems.

As shown in **Figure 4**, the IT Strategic Roadmap will guide the City of Wilsonville in its investments of technology resources into the future.

Figure 4 - IT Strategic Roadmap (Implementation Timelines)

City of Wilsonville - IT Strategic Roadmap (2023 - 2027)



A key component to the Wilsonville IT Strategic plan is the continual update process. As with the previous IT Strategic plan, the Wilsonville IT department plans to make annual updates which include meeting with key stakeholders. The IT department will evaluate current projects and list updates as well as identify new projects that City departments are looking to implement.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023		Subject: Town Center Urban Renewal Feasibility Study	
		Staff Member: Matt Lorenzen, Economic Development Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 8. Prioritize and implement recommendations of the Urban Renewal Strategic Plan	<input checked="" type="checkbox"/> Adopted Master Plan(s): • Town Center Plan (2019) • Town Center Infrastructure Funding Plan (2022) • Urban Renewal Strategic Plan (2022)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Provide Council with an update on the Town Center Urban Renewal Feasibility Study.

EXECUTIVE SUMMARY:

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

Urban Renewal Feasibility Study

Background

Several adopted plans of the City have recommended the study of urban renewal feasibility as a funding mechanism to support the construction of public infrastructure and several economic development strategies found in the Town Center Plan (2019), including most recently the Urban Renewal Strategic Plan (2022) and the Town Center Infrastructure Funding Plan (2022).

Staff has procured the services of qualified consultants, Elaine Howard Consulting and Tiberius Solutions, to complete technical work and analysis as part of the feasibility study.

Staff briefed the Council on June 19, 2023 and again on July 17, 2023. The Urban Renewal Task Force (URTF) is acting as the technical advisory committee for this study. At the previous briefings we had only preliminary analysis to share. The initial project calendar was built around a target end date of August 7, 2023, when the Council would potentially approve ballot language for an advisory vote on November 7, 2023. At the July 17 briefing, staff informed Council this ambitious timeline was *too* ambitious. The project timeline now targets an advisory vote on May 21, 2024. The modified timeline does not impact tax increment collections so long as an urban renewal plan is adopted by the end of September 2024, if the Council does elect to move forward with a plan after the advisory vote.

Updated Financial Projections

Since the July 17 briefing, staff have worked internally and with our consultants to refine development assumptions and projections in order to forecast tax increment revenues with greater accuracy. After careful analysis of allowable land-uses, market trends and values, and input from real estate professionals we have arrived at a defensible model that shows a maximum indebtedness (MI) that exceeds our previous projections: ± \$181 Million with a plan duration of roughly 28 years. Previous projections showed a maximum indebtedness of ± \$ 114 Million. Maximum indebtedness of \$181 Million is stated in dollars that are not adjusted for

inflation. If adjusted for inflation the MI can be stated as roughly \$101 Million in 2023 dollars. Staff and/or Consultants will review the assumptions that informed this forecast using the attached slides during the meeting.

Documentation of Blight

Per statute, any urban renewal plan must demonstrate and document that a proposed urban renewal area qualifies as “blighted.” Blight is specifically defined in ORS 457.010 and the blighting conditions are outlined below according to the specific definitions in statute. Our consultant team has reviewed statute and the existing conditions within Town Center and found the area to be blighted. The following conditions exist in the area:

- economic dislocation, deterioration or disuse of property
- division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development
- inadequate streets and other rights of way, open spaces and utilities
- prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced
- growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare

It should be noted that only one of these conditions must be met in order for an area to qualify as blighted. Our consultants have documented at least five (5) blighted conditions.

Next Steps

With the technical financial forecasting work essentially complete, we now look to determine if this financial capacity is sufficient to fund those projects identified by the Town Center Plan and the Town Center Infrastructure Funding Plan, in addition to potential non-infrastructure programs or projects such as real estate acquisition and funds to attract and support small businesses in Town Center. Furthermore, we will need to evaluate potential projects through a lens that acknowledges we will be seeking both resident and affected taxing district support for any new Town Center urban renewal plan. More specifically, as we evaluate projects we will need to demonstrate:

- The private development envisioned for the area will not occur (or will not occur as quickly and with as much value) without public intervention from the City.
- The projects on the proposed list are all necessary to stimulate or support private development feasibility in the area.
- The City is planning to commit significant other resources to fund these projects, without relying exclusively on tax increment/urban renewal.
- The duration of the proposed Urban Renewal Plan is limited and appropriate.

Staff and consultants alike feel this can be readily demonstrated. Moreover, all affected taxing districts, including the City itself, stand to benefit through the realization of significantly increased tax collections in the Town Center area after the projects are completed and the plan is retired. Our consultant's forecast shows assessed values in the area increasing from today, roughly \$200 Million, to a future assessed value that approaches \$2 *Billion*.

At our next Task Force meeting, the group will be discussing and prioritizing projects. Staff will return to brief Council again after the Task Force has been again. Input, regarding projects or the feasibility study generally, is welcome at this time as well.

EXPECTED RESULTS:

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

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

PROJECT TIMELINE:

May 30:	Urban Renewal Task Force (URTF) - Meeting 1 (complete)
June 14:	URTF Meeting 2 – Review Preliminary Analysis (complete)
June 19:	Brief City Council (complete)
July 17:	Brief City Council (re: revised timeline) (complete)
(Appx.) Aug 21:	URTF Mtg. 3 – Development assumptions & documentation of blight (complete)
September 18:	Council Briefing 2 (this meeting)
Mid-late October:	URTF Meeting 4 – Project refinement, timing, prioritization
Late fall:	URTF Meeting 5 – Communications Plan & DRAFT Ballot Language
December:	Council Briefing 3
January-May 2024:	Execute Communications Plan
February 5, 2024:	Council consideration of FINAL ballot language and advisory vote
March 1, 2024:	Last day to submit ballot title to Clackamas County elections
May 21, 2024:	Advisory Vote on Ballot (if so directed by Council)
June-August 2024:	Prepare and adopt formal Urban Renewal Plan and accompanying Report (if so directed by Council)

CURRENT YEAR BUDGET IMPACTS:

The total cost of this study is \$51,348. The cost has been budgeted for and split between FY '23 and FY '24. Similarly, costs will be divided between the CD Admin budget for technical services, and the Capital Improvement Project (CIP) for Town Center Plan implementation.

COMMUNITY INVOLVEMENT PROCESS:

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

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

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Town Center Plan is broadly supported in the community and by Council. Many anxiously await the realization of the Plan's vision, goals, and projects. In order for this to occur, a flexible, substantive, and targeted funding source is needed to augment other funding sources. The Town Center Infrastructure Funding Plan has identified several funding sources, but ultimately finds that tax increment finance is needed in order to fill forecasted funding gaps. If an urban renewal plan is feasible and adopted in Town Center, the community benefits are many—a walkable, vibrant cultural and commercial district, hundreds of new residences, greater connectivity and safety for cyclists and pedestrians at Wilsonville Road and across I-5 (proposed bike/ped bridge), and a stronger, more efficient tax base that increases tax revenues per acre by making new use of underutilized land already within the City.

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Development assumptions, financial projections and blighted conditions (Slides)



Town Center Feasibility Study

City Council Work Session

09.18.2023



Project Timeline

August 21	URTF Mtg. 3 Development assumptions & documentation of blight
September 18	Council Briefing 3
Mid-late October	URTF Mtg. 4 Project Refinement, Timing, Prioritization
Late Fall	URTF Mtg. 5 DRAFT Ballot Language & Communications Plan
December	Council Briefing 4

Project Timeline

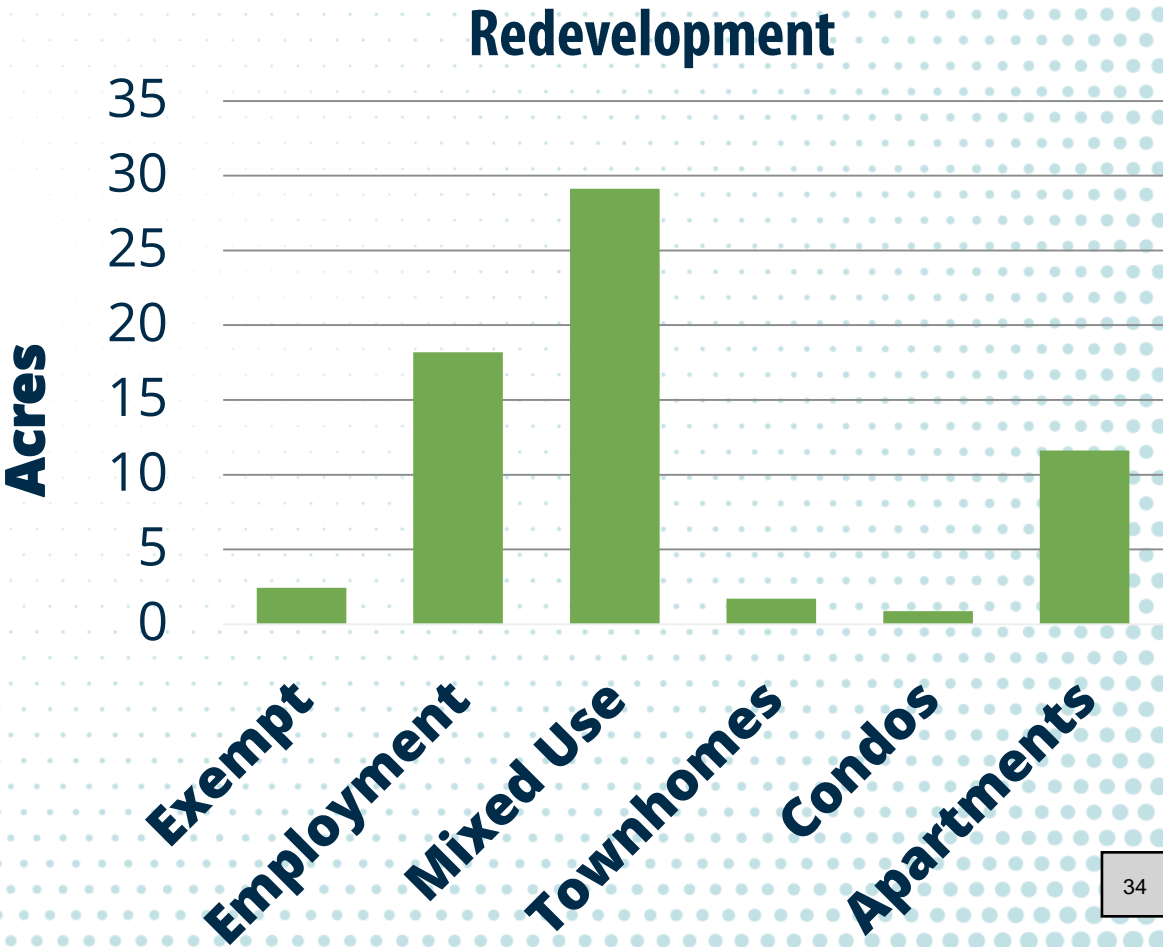
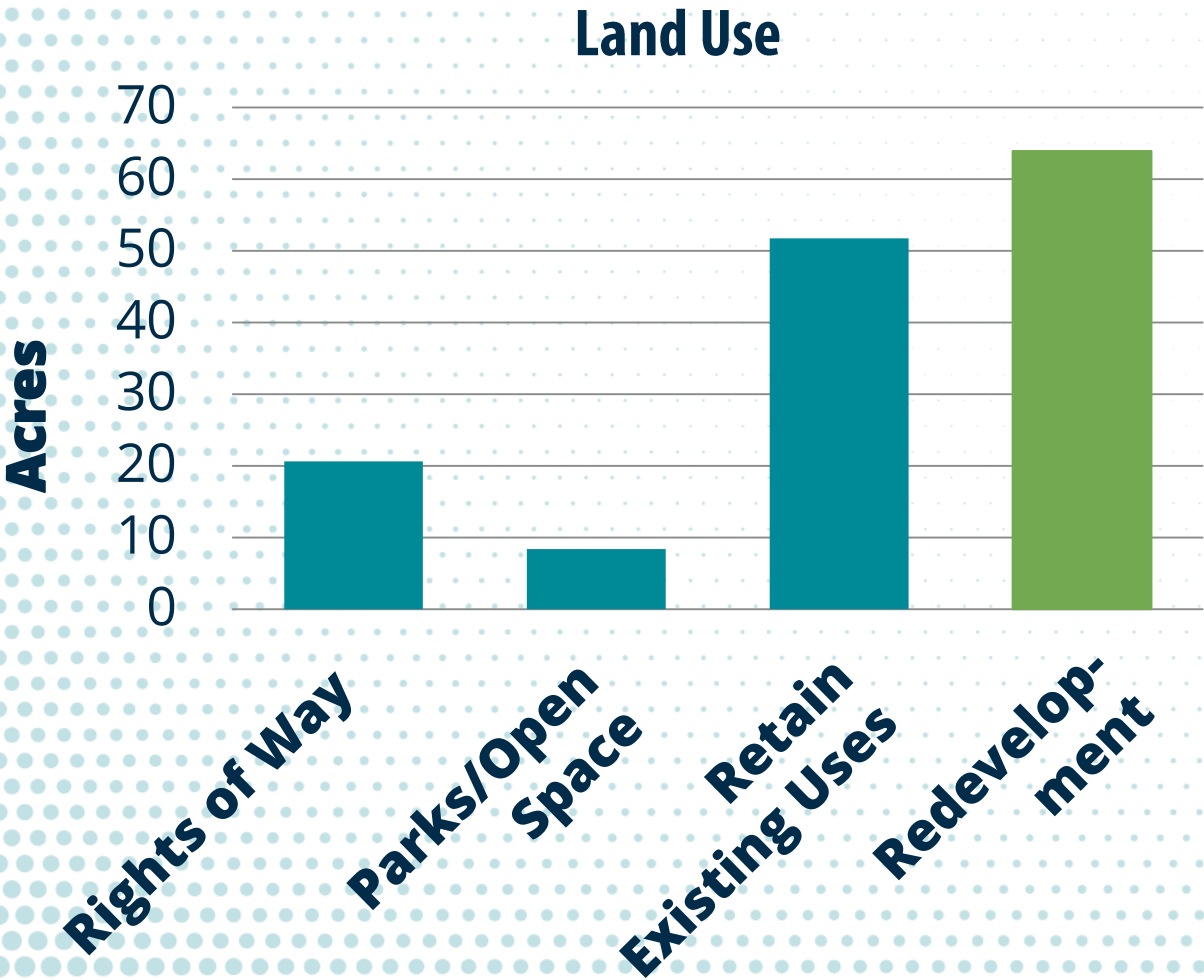
Jan-May 2024	Execute Communications Plan
Feb 5, 2024	Council consideration of FINAL ballot language and advisory vote
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May 21, 2024	Advisory Vote on Ballot (if so directed by Council)
June-August 2024	Prepare and adopt formal Urban Renewal Plan and accompanying Report (if so directed by Council)

Growth in Assessed Value

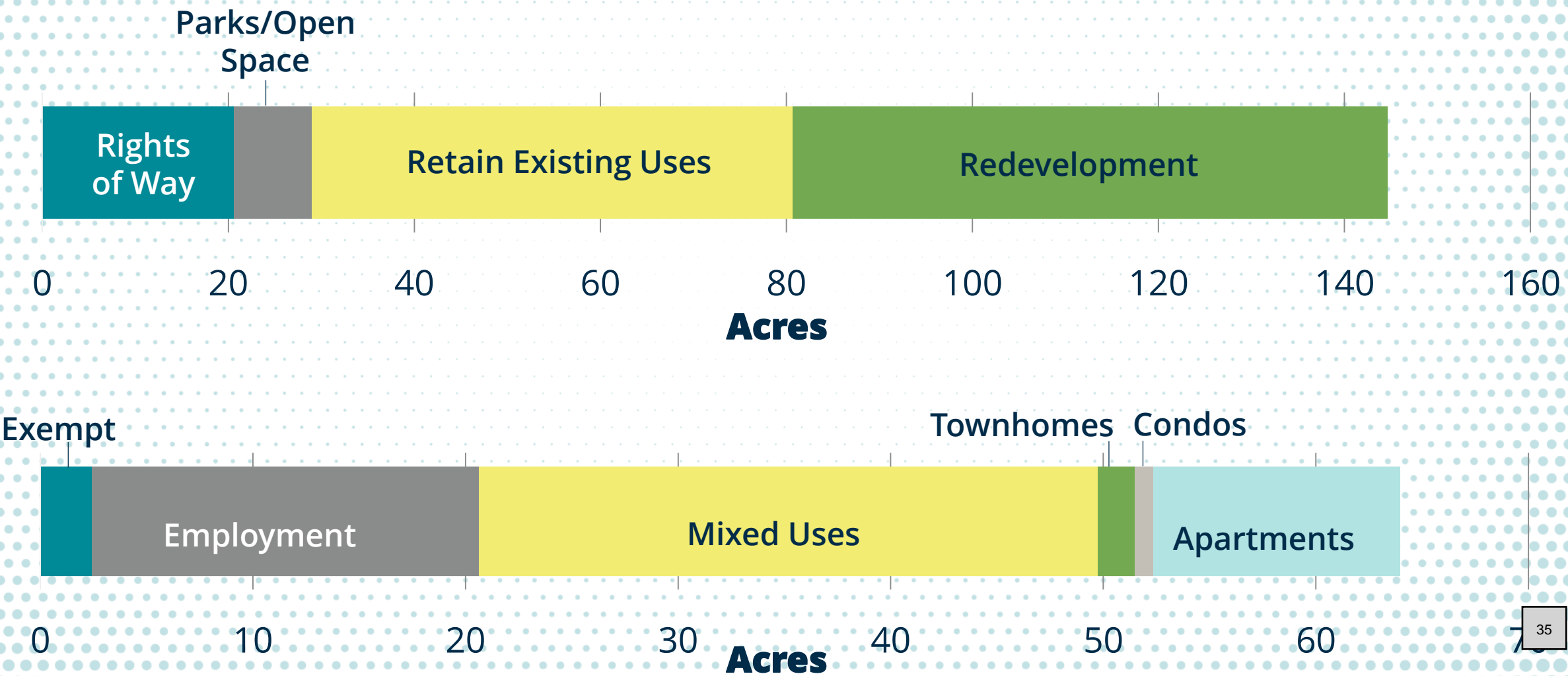
- Appreciation limited to 3.0% per year
- New construction necessary for higher growth
- Previous estimates needed to be refined and vetted
- Updated assumptions with input from City staff and private real estate professionals on Task Force



Land Use and Development



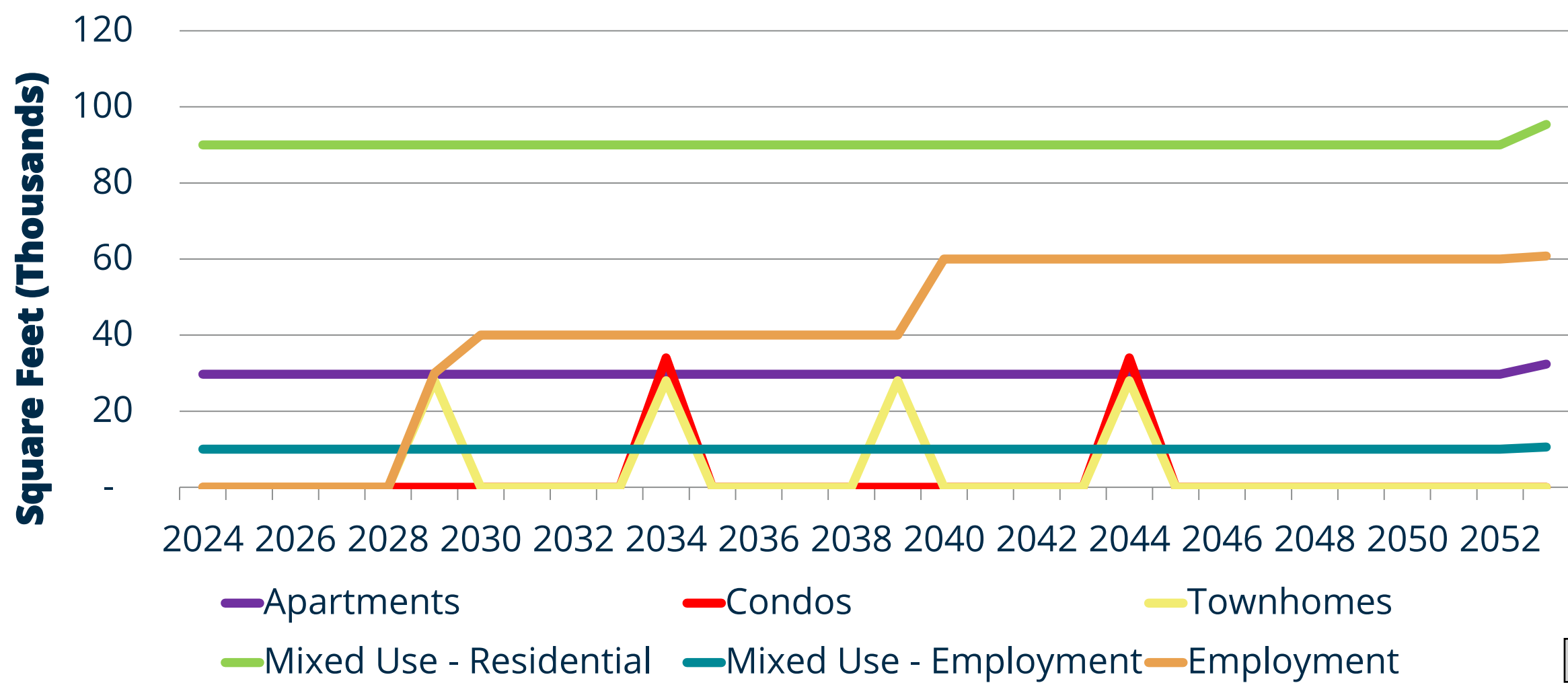
Land Use and Development



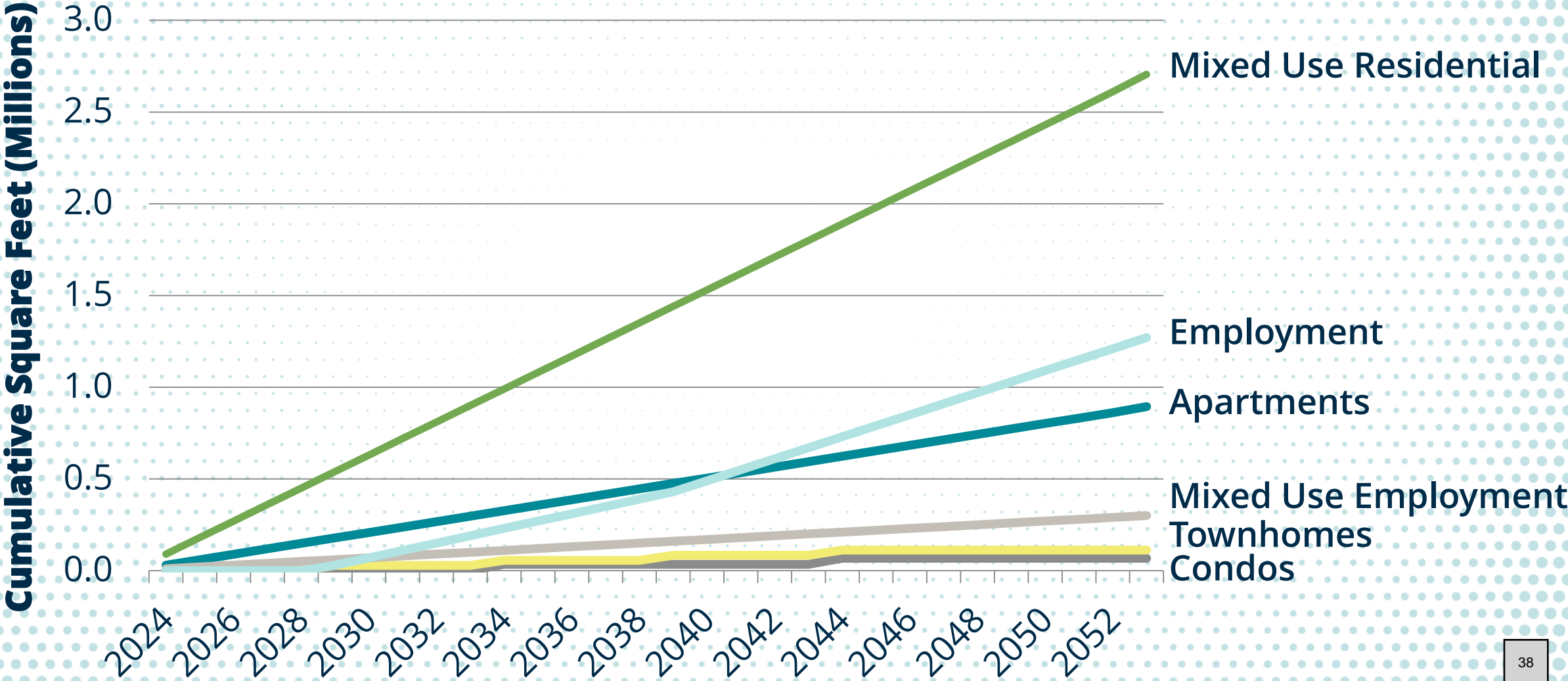
Summary of New Construction

	Average FAR	Total Built SF	Average SF Per Unit	Total New Units
Apartments	1.8	894,000	900 sf	993
Condos	1.8	68,000	1,000 sf	68
Townhomes	1.5	112,000	1,000 sf	112
Mixed Use - Residential	2.1	2,705,000	900 sf	3,006
Mixed Use - Employment	0.1	301,000		
Employment	1.6	1,271,000		
Exempt	1.0	106,000		
Total		5,457,000 sf		4,179

Forecast Absorption



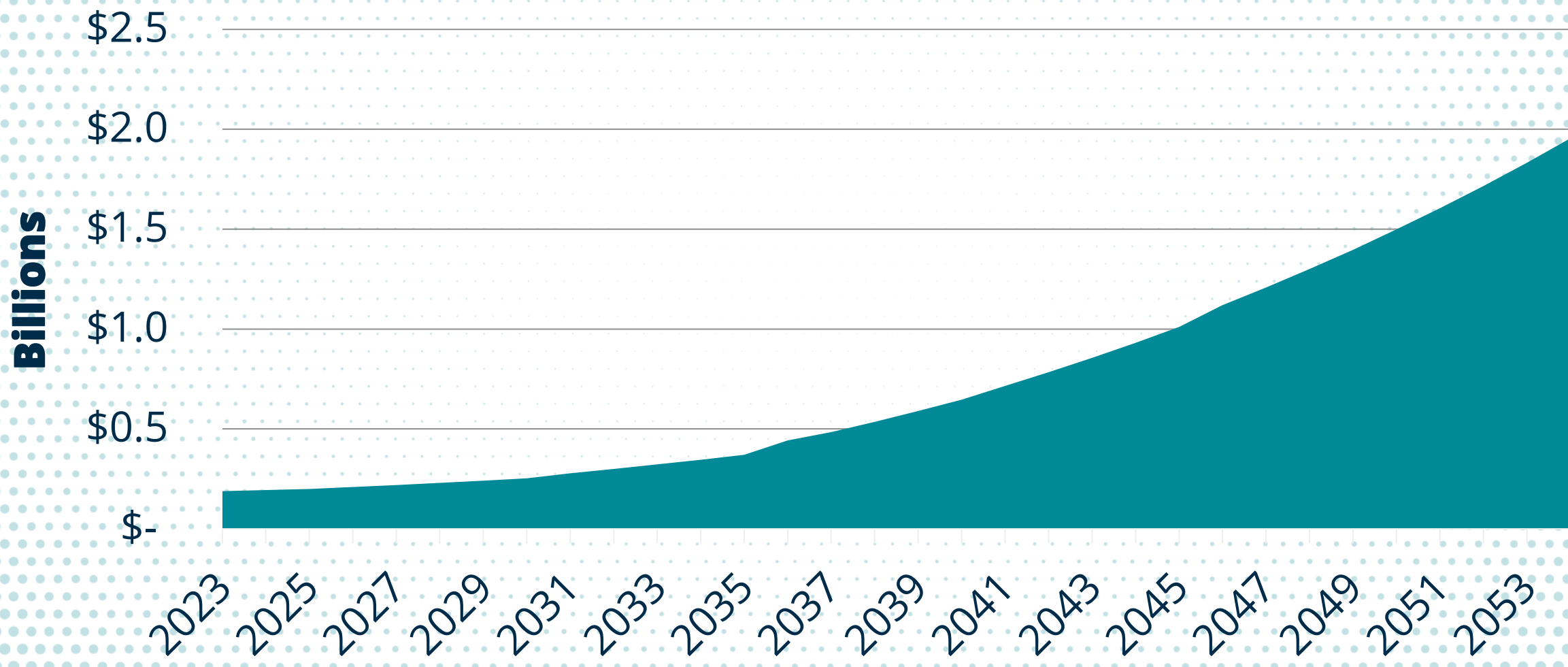
Forecast Absorption



Real Market Value

	RMV of Improvements		% VHDZ Eligible
	Per SF	Per Unit	
Apartments	\$400	\$360,000	0%
Condos	\$450	\$450,000	0%
Townhomes	\$425	\$425,000	0%
Mixed-Use Residential	\$400	\$360,000	86%
Mixed-Use Commercial	\$292		0%
Employment	\$289		0%

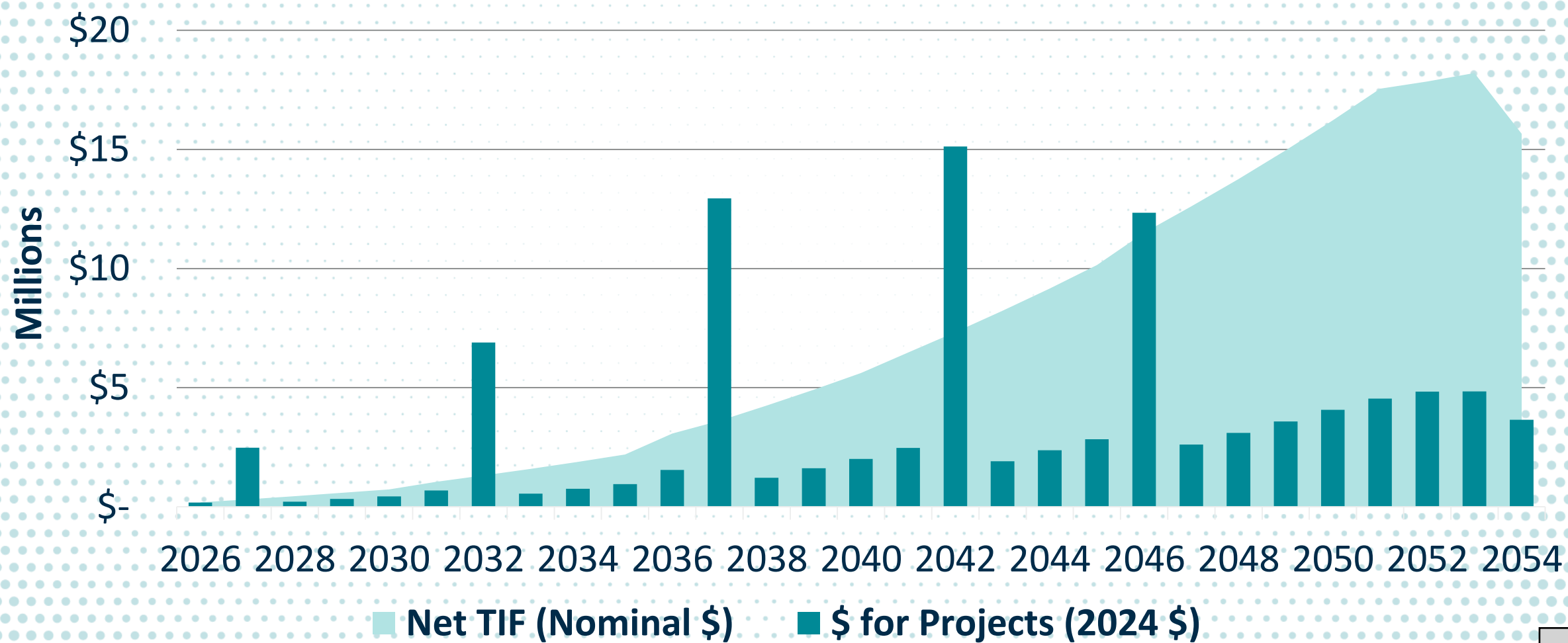
Assessed Value



Financial Capacity

- **Total Tax Increment Revenue:** Equal to the amount of foregone revenue. Reported in “nominal” dollars.
- **Maximum Indebtedness:** Less than total tax increment revenue. Subtracts the amount of revenue spent on interest on indebtedness. Equal to the total capital cost of projects. Reported in nominal dollars.
- **Funding for projects in today’s dollars:** “True” estimate of financial capacity. Equal to maximum indebtedness adjusted for inflation.

Preliminary Results



Preliminary Results

	Previous Scenario	New Scenario
Net TIF	\$113,800,000	\$211,400,000
Maximum Indebtedness	\$96,800,000	\$181,000,000
Capacity (2023\$)	\$52,700,000	\$101,100,000
Years 1-5	\$3,200,000	\$3,600,000
Years 6-10	\$6,400,000	\$9,800,000
Years 11-15	\$10,500,000	\$19,300,000
Years 16-20	\$10,800,000	\$24,700,000
Years 21-25	\$10,500,000	\$25,700,000
Years 26-30	\$11,300,000	\$17,900,000

Caveats

- Amount, value, and timing of new construction is speculative
- Project costs are preliminary and subject to change
- Future inflation rates and financing terms are uncertain
- All of these factors will affect financial capacity



Conclusions

- Any maximum indebtedness above \$181M would require concurrence from taxing districts
- Estimated to be sufficient to fund \$101.1M of project costs (2023 \$)
- 28-Year estimated duration is typical of Oregon URAs



Findings of Blight

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

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

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

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

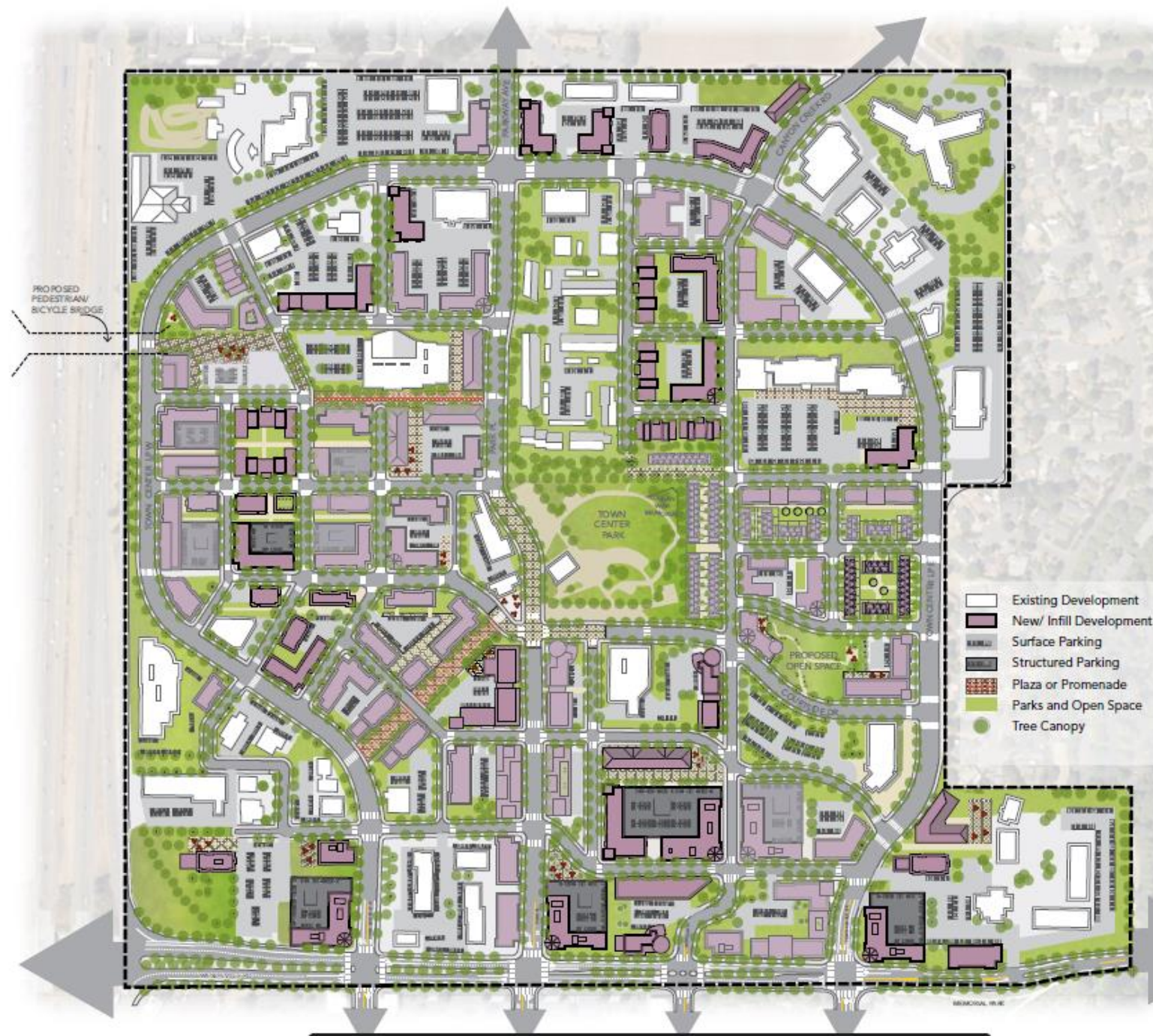
ORS 457.010(1)(h): A growing or total lack of proper utilization of areas, resulting in a **stagnant and unproductive condition of land potentially useful and valuable** for contributing to the public health, safety and welfare.

Existing Conditions

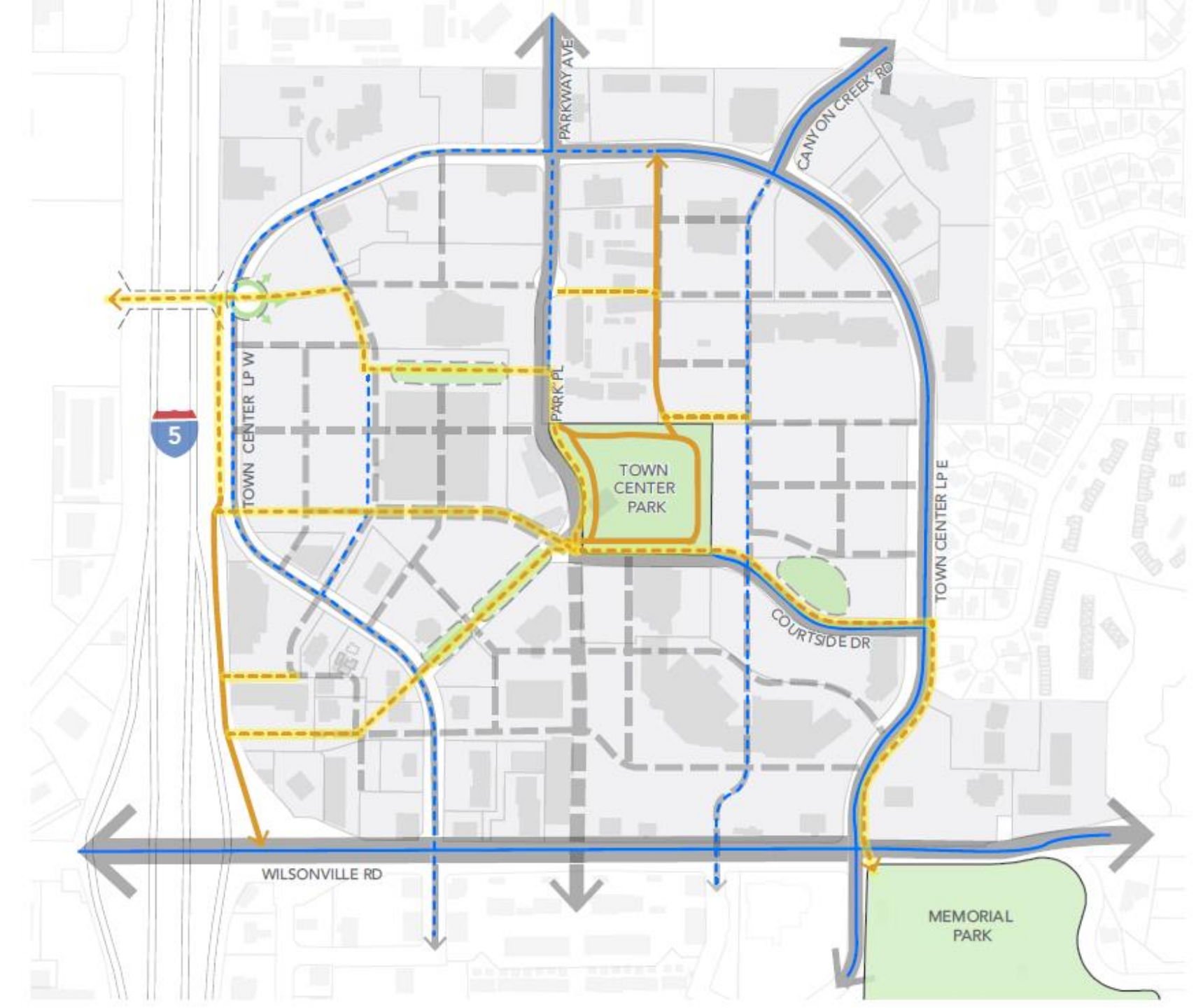


Item B.

Full Build-out (Concept)



Multi-modal network

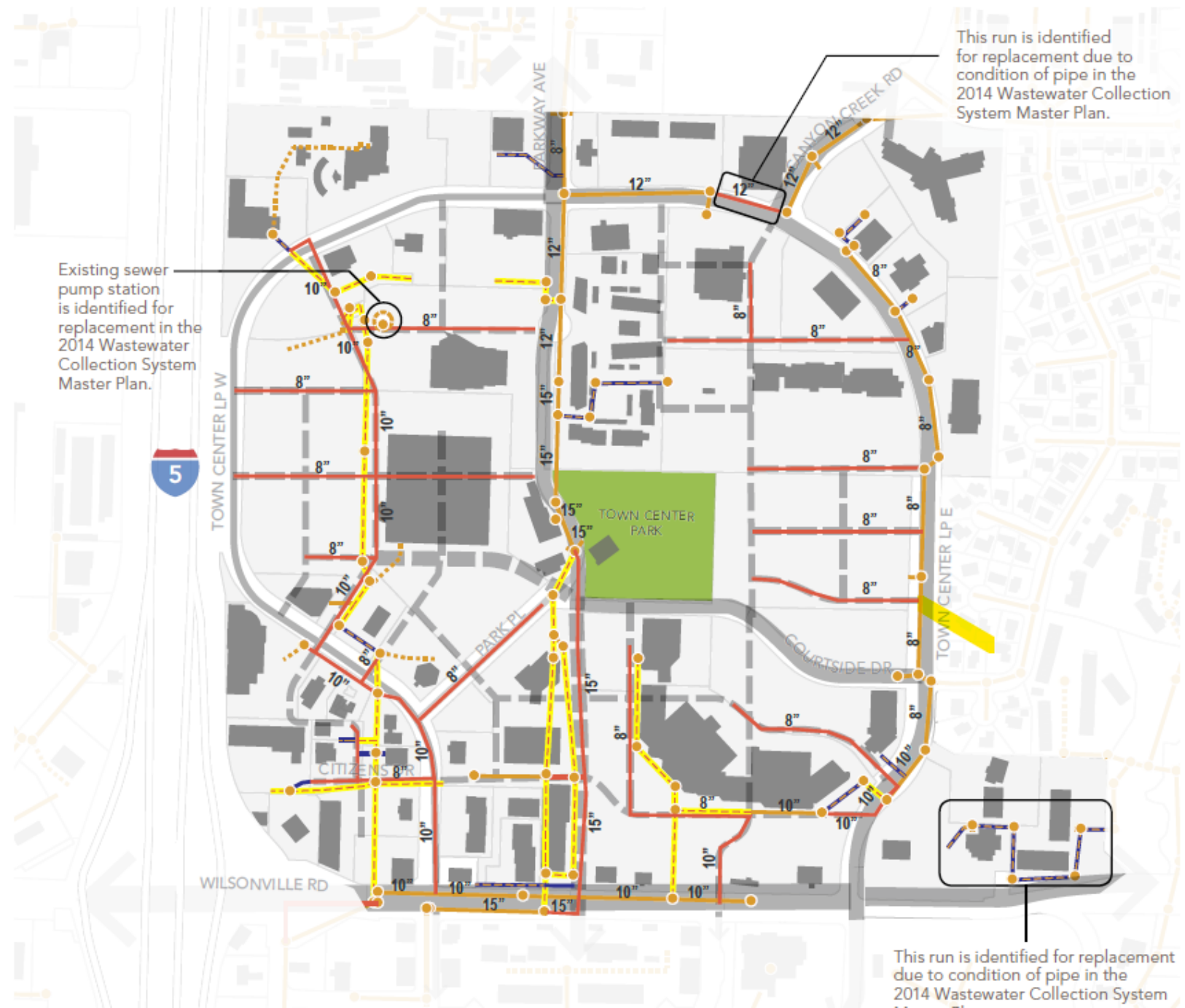


Item B.

Stormwater

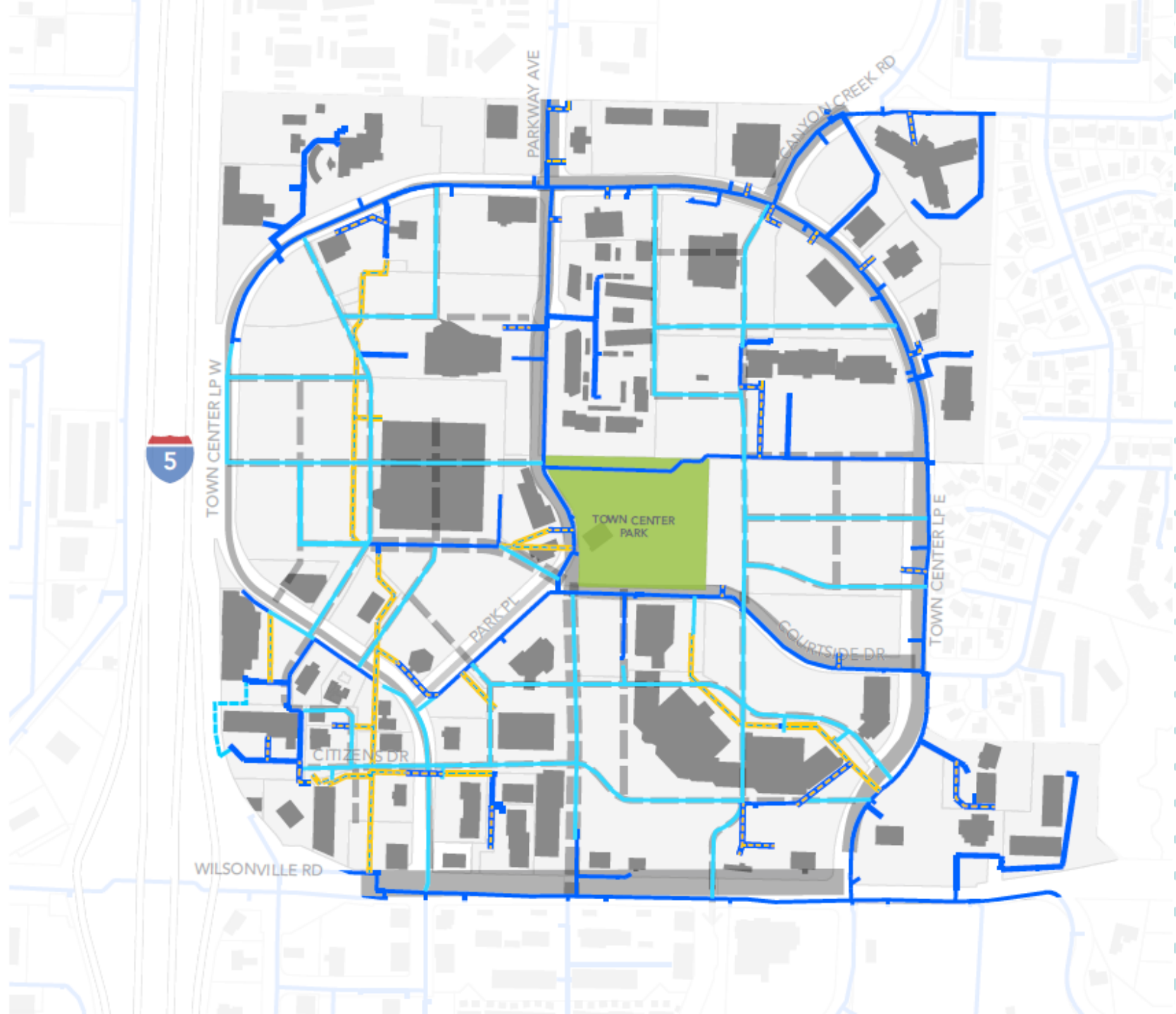


Sewer



Item B.

Water



Item B.



CITY COUNCIL MEETING STAFF REPORT

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

ISSUE BEFORE COUNCIL:

Staff has initiated an assessment of the Coffee Creek Industrial Design Overlay District form-based code, which was adopted in 2018 for the Coffee Creek Master Plan area, and is seeking input from City Council on the direction of possible Development Code amendments to the form-based code standards and review process.

Coffee Creek Code Assessment Staff Report

Page 1 of

EXECUTIVE SUMMARY:

The City adopted the Coffee Creek Master Plan in 2007 to guide industrial development in the Coffee Creek area. In 2018, the City adopted the Coffee Creek Industrial Design Overlay District form-based code (Development Code Section 4.134) and accompanying Pattern Book to establish clear and objective regulations and guidelines for the area. These standards guide street design and connectivity, site design, circulation, building form and architecture, and landscaping for future development.

To facilitate a predictable and timely process for reviewing industrial development applications in Coffee Creek, two land use review tracks were established:

- Class 2 Administrative Review of applications meeting all the clear and objective standards of the form-based code.
- Development Review Board review of applications requesting one or more waivers to the standards.

The City also modified procedures governing City Council review of annexations and Zone Map amendments in Coffee Creek. These modifications allow for City Council review of the requests without prior review or recommendation by the Development Review Board, thus facilitating concurrent processing with other related development permit applications for a project, such as Stage 1, Stage 2, Site Design Review, etc.

When adopted, the form-based code standards and review process was subject to a pilot period of three completed development applications or five years, whichever comes first. As of 2023, both milestones have been achieved, with four completed industrial development projects in various stages of construction throughout the Coffee Creek area (see Attachment 1); thus, staff is assessing the form-based code. This review will enable the City to determine whether adjustments are warranted to the standards, process, or both, to achieve the overall objective of providing a clear and quick development review process that fosters creation of a connected, high-quality employment center in Coffee Creek.

To date, staff has reviewed the timeline to land use approval for the four completed development projects in Coffee Creek (see Attachment 2) and types of requested waivers to the form-based code standards (see Attachment 3). The timeline to approval, from complete application to final land use approval, has varied from roughly three (3) to seven (7) months. Each application applied for at least one waiver triggering review by the Development Review Board and so, to date, the Class 2 review process has not been utilized. Waivers requested have been for driveway width on a Supporting Street, parking location and use at the front of a building on an Addressing Street, retaining wall height and design, and building entrance canopy and ground floor ceiling height, among others.

In July 2023, staff also conducted three focused discussions with applicants and their consultant teams to gain feedback from a customer service standpoint about the form-based code to inform the current assessment (see Attachment 4). Earlier this month, staff engaged in a follow-up discussion with one of the applicants to understand in more depth which of the form-based code standards could more closely align with current and future needs of prospective industrial users in the Coffee Creek area.

In regards to process, applicants stated a preference for more definite guidance upfront from City staff about specific Code requirements and the development review timeline. They also desired more frequent communication about application deficiencies during completeness review and preparation of the land use decision so that they could address issues as they arose. Many of these comments about the timeliness and predictability of the development permit process were not specific to the form-based code, and when applicants focused on Coffee Creek their comments were mostly positive. The ability to take an application to City Council public hearing prior to Development Review Board review was greatly appreciated and added appreciable time savings to the process. Related to the form-based code standards, applicants offered helpful suggestions for adjustments to the standards, particularly related to project waiver requests, which will help inform discussions about what Code amendments could improve and streamline the development review process while maintaining the desired high-quality design in the Coffee Creek Industrial Area (see Attachment 5).

Based on this initial work, it appears that the land use review process is overall working as designed to facilitate a predictable and timely process for reviewing industrial development applications in Coffee Creek. Concurrent City Council review of annexations and Zone Map amendments, which all four projects requested, in particular is enabling a more streamlined land use review process. However, none of the projects has been able to meet all the form-based code standards and utilize the Class 2 Administrative Review track. Rather, they all have required at least one waiver and, thus, review by the Development Review Board, which has resulted in longer timelines to obtaining approval.

Therefore, staff has determined that modification to the land use review tracks and process is not needed. However, staff is recommending the City Council consider slight adjustments to the form-based code standards to make compliance more achievable for applicants, with the objective of enabling applicants to use the Class 2 Administrative Review track while not compromising the City's ability to continue creating a connected, high-quality employment center in Coffee Creek.

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

- What questions does City Council have about the Coffee Creek Code Assessment project?
- Does City Council agree with the direction of possible Development Code amendments described by staff that maintains the review process and focuses on adjusting the form-based code standards to reduce the need for waiver requests?

EXPECTED RESULTS:

Feedback from the meeting will guide staff in drafting a package of proposed Development Code amendments that staff will present to City Council for feedback this winter.

TIMELINE:

Planning Commission was briefed on the Coffee Creek Code Assessment at their September 13, 2023 meeting. Work sessions with Planning Commission and City Council are anticipated in December 2023. A Planning Commission public hearing and recommendation to City Council on the Development Code amendments is expected in February 2024. City Council public hearing and adoption is anticipated in March or April 2024.

CURRENT YEAR BUDGET IMPACTS:

Funding for the Coffee Creek Code Assessment work is allocated in the FY2023-24 Planning Division budget.

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

Alternatives include:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Coffee Creek Regulating Plan with Location of Approved Developments
2. Coffee Creek Industrial Area Application Timeline to Approval
3. Waiver Requests for Approved Developments in Coffee Creek
4. Participant List and Questions for Coffee Creek Form-based Code Discussions
5. Summary of Feedback from Coffee Creek Form-based Code Focused Discussions

Coffee Creek Regulating Plan with Location of Approved Developments

1. Coffee Creek Logistics
2. Black Creek Group
3. Precision Countertops
4. Delta Logistics



Figure CC-1 - Regulating Plan

COFFEE CREEK ASSESSMENT - ATTACHMENT 2

COFFEE CREEK INDUSTRIAL AREA APPLICATION TIMELINE TO APPROVAL

Item C.

TIMELINE TO APPROVAL	BLACK CREEK GROUP INDUSTRIAL	COFFEE CREEK LOGISTICS	DELTA LOGISTICS SITE EXPANSION	PRECISION COUNTERTOPS
Length of Review, Complete Application through Final Approval (end of City Council or DRB appeal period, whichever is latest)	3 months 6 days (March 10, 2022 through June 15, 2022)	3 months 21 days (July 1, 2020 through October 21, 2020)	7 months 11 days (October 14, 2022 through May 24, 2023)	4 months 20 days (December 14, 2022 through May 3, 2023)
Pre-Application Meeting	June 17, 2021 (PA21-0015)	September 26, 2019 (PA19-0019)	April 15, 2021 (PA21-0007)	July 29, 2021 (PA21-0019)
Completeness Review – 1st Application				
o Submitted	December 21, 2021 (DB21-0083 et seq)	February 27, 2020 (DB20-0017 et seq)	April 19, 2022 (DB22-0007)	October 8, 2021 (DB21-0049 et seq; Reassigned to AR21-0050)
o Incomplete Notice issued	January 20, 2022	March 26, 2020	May 19, 2022	November 5, 2021
o Resubmitted	February 14, 2022	July 1, 2020 ^{*1}	August 26, 2022	--
o 2 nd Incomplete Notice issued	--	--	September 16, 2022	--
o Resubmitted	--	--	October 12, 2022 ^{*2}	--
o Complete Notice issued	March 10, 2022	July 1, 2020	October 14, 2022	--
o Withdrawn	--	--	--	March 23, 2022
o 180-day Review Period ended	--	--	--	April 6, 2022
Completeness Review – 2nd Application				
o Submitted	--	--	--	July 8, 2022 (AR22-0008; Reassigned to DB22-0011)
o Incomplete Notice issued	--	--	--	August 5, 2022
o Resubmitted	--	--	--	November 14, 2022
o Complete Notice issued	--	--	--	December 14, 2022
City Council				
o 1 st Reading	May 2, 2022	September 10, 2020	January 5, 2023	March 20, 2023
o 2 nd Reading	May 16, 2022	September 21, 2020	January 19, 2023	April 3, 2023
o Ordinance Effective Date	June 15, 2022	October 21, 2020	February 18, 2023	May 3, 2023
Development Review Board				
o Public Hearing	May 23, 2022	September 28, 2020	May 8, 2023 ^{*3}	April 10, 2023 ^{*4}
o Notice of Decision	May 24, 2022	September 29, 2020	May 9, 2023	April 11, 2023
o Appeal Period ended	June 8, 2022	October 14, 2020	May 24, 2023	April 26, 2023
120-day Review Period ended	July 8, 2022	October 29, 2020	February 11, 2023	April 13, 2023
o 120-day Waiver extending Review Period ended	--	--	March 30, 2023	May 3, 2023
o 2 nd 120-day Waiver extending Review Period ended	--	--	June 30, 2023	--
Subsequent Class 2 Administrative Review				
o Submitted	June 23, 2022	May 20, 2022	--	--
o Pending Notice issued	July 21, 2022	June 2, 2022	--	--
o Notice of Decision issued	September 26, 2022	June 16, 2022	--	--
o Appeal Period ended	October 10, 2022	June 30, 2022	--	--
Notes: ^{*1} Resubmittal included request to deem application complete per ORS 227.178(2)(b) ^{*2} Request to deem application complete per ORS 227.178(2)(b) received on October 14, 2022 ^{*3} Public Hearing rescheduled from January 23, 2023, to February 13, 2023; February 13, 2023 to March 27, 2023; and March 27, 2023, to May 8, 2023, at applicant's request. ^{*4} Public Hearing rescheduled from March 27, 2023, to April 10, 2023, at applicant's request.				

WAIVER REQUESTS FOR APPROVED DEVELOPMENT IN COFFEE CREEK

Subsection 4.134(.11)	Development Standard	Waiver Request
Table CC-3 1. Parcel Access / Parcel Driveway Width / Supporting Streets	24 feet, maximum, or complies with Supporting Street Standards <u>Allowed adjustment:</u> 10% (to 26.4 feet)	<p><u>Black Creek Group Industrial</u> Applicant proposed to increase the width of the southwest driveway to 50 feet to accommodate vehicle turning movements into the site from the Supporting Street.</p> <p><u>Precision Countertops</u> Applicant proposes to increase the width of the east driveway to 40 feet to accommodate vehicle turning movements into the site from the Supporting Street.</p>
Table CC-3 4. Parking Location and Design / Parking Location and Extent / Addressing Streets	Limited to one double-loaded bay of parking, 16 spaces, maximum, designated for short-term (1 hour or less), visitor, and disabled parking only between right-of-way of Addressing Street and building. <u>Allowed adjustment:</u> Up to 20 spaces permitted on an Addressing Street	<p><u>Black Creek Group Industrial</u> Applicant proposed to locate 49 of 71 spaces of provided parking between the right-of-way of SW Garden Acres Road (Addressing Street) and the front of the building. In addition, the applicant proposed to use the spaces for employee parking, as well as the permitted uses of short-term, visitor, and disabled parking.</p> <p><u>Coffee Creek Logistics Center</u> Applicant proposed two (2) parking bays, one (1) containing four (4) spaces and the other containing five (5) spaces outside the office endcaps at the front of the building on SW Clutter Street, rather than one (1) double-loaded bay.</p> <p><u>Delta Logistics Site Expansion</u> Applicant proposed to locate 15 of 41 spaces of provided parking between the right-of-way of SW Day Road (Addressing Street) and the front of the building. Of these spaces, the applicant proposed to use six (6) of the spaces for the permitted uses of short-term, visitor, and disabled parking, and requested a waiver to use nine (9) of the spaces for employee parking,</p>

Subsection 4.134(.11)	Development Standard	Waiver Request
Table CC-3 4. Parking Location and Design / Parking Setback / Addressing Streets	20 feet minimum from the right-of-way of an Addressing Street	<u>Black Creek Group Industrial</u> Applicant proposed a narrower 9-foot setback from the right-of-way of SW Garden Acres Road (Addressing Street) than the 20-foot minimum.
Table CC-3 4. Parking Location and Design / Off Street Loading Berth / Addressing Streets	One loading berth is permitted on the front façade of a building facing an Addressing Street. The maximum dimensions for a loading are 16 feet wide and 18 feet tall. A clear space 35 feet, minimum is required in front of the loading berth. The floor level of the loading berth shall match the main floor level of the primary building. No elevated loading docks or recessed truck wells are permitted. Access to a Loading Berth facing an Addressing Street may cross over, but shall not interrupt or alter, a required pedestrian path or sidewalk. All transitions necessary to accommodate changes in grade between access aisles and the loading berth shall be integrated into adjacent site or landscape areas. Architectural design of a loading berth on an Addressing Street shall be visually integrated with the scale, materials, colors, and other design elements of the building.	<u>Coffee Creek Logistics Center</u> Applicant proposed one at-grade loading berth and 19 recessed loading berths on the front façade of the building facing an addressing street.
Table CC-3 5. Grading and Retaining Walls / Maximum Height / Addressing Streets	Where site topography requires adjustments to natural grades, landscape retaining walls shall be 48 inches tall maximum. Where the grade differential is greater than 30 inches, retaining walls may be stepped. Allowed adjustment: 20% (to 57.6 inches)	<u>Black Creek Group Industrial</u> Applicant proposed a retaining wall on the western side of the drive aisle along SW Grahams Ferry Road, the middle, roughly 105-foot-long section of which varied from 48 inches to 57 inches in height, exceeding the maximum height limitation. <u>Delta Logistics Site Expansion</u> Applicant proposed two (2) retaining walls, one (1) on the east side of the SROZ and one (1) on the north, east, and south sides of the building on the east part of the site. The east retaining wall, with a maximum height of over 18 feet, exceeded the allowed height by several feet.

Subsection 4.134(.11)	Development Standard	Waiver Request
Table CC-3 7. Location and Screening of Utilities and Services / Location and Visibility / Addressing Streets	Site and building service, equipment, and outdoor storage of garbage, recycling, or landscape maintenance tools and equipment is not permitted	<u>Black Creek Group Industrial</u> Applicant proposed to locate the trash/recycling enclosure adjacent to SW Grahams Ferry Road (Addressing Street) on the western side of the building.
Table CC-4 2. Primary Building Entrance Accessible Entrance / Required Canopy	Protect the Primary Building Entrance with a canopy with a minimum vertical clearance of 15 feet and an all-weather protection zone that is 8 feet deep, minimum and 15 feet wide, minimum. <u>Allowed adjustment:</u> 10% (to 13.5 feet)	<u>Black Creek Group Industrial</u> Applicant proposed a canopy height of 12 feet. <u>Coffee Creek Logistics Center</u> Applicant proposed a canopy height of 12 feet.
Table CC-4 3. Overall Building Massing / Base, Body, and Top Dimensions	Buildings elevations shall be composed of a clearly demarcated base, body and top. b. For Buildings between 30 feet and 5 stories in height: i. The base shall be 30 inches, minimum; 2 stories, maximum. ii. The body shall be equal to or greater than 75% of the overall height of the building. iii. The top of the building shall be 18 inches, minimum. <u>Allowed adjustment:</u> 10% (Body: to 67.5 %)	<u>Coffee Creek Logistics Center</u> Applicant proposed a body that is 66.25% of overall building height.
Table CC-4 3. Overall Building Massing / Ground Floor Height	The Ground Floor height shall measure 15 feet, minimum from finished floor to finished ceiling (or 17.5 feet from finished floor to any exposed structural member). <u>Allowed adjustment:</u> 10% (to 13.5 feet)	<u>Black Creek Group Industrial</u> Applicant proposed an interior ground floor height of 12 feet. <u>Coffee Creek Logistics Center</u> Applicant proposed an interior ground floor height of 12 feet.

PARTICIPANT LIST AND QUESTIONS FOR COFFEE CREEK FBC DISCUSSIONS

PARTICIPANTS

FOCUSED DISCUSSION – JULY 20, 2023

- Projects: Precision Countertops
 - Will Grimm, First Forty Feet
 - Simone O-Halloran, MDG Architecture/Interiors

FOCUSED DISCUSSION – JULY 24, 2023

- Projects: Coffee Creek Logistics, Black Creek Group, Delta Logistics
- Participants:
 - Lee Leighton, Mackenzie
 - Scott Moore, Mackenzie
 - Nicole Burrell, Mackenzie

FOCUSED DISCUSSION – JULY 27, 2023

- Projects: Coffee Creek Logistics, Black Creek Group
- Participants:
 - Kim Schoenfelder, KGIP
 - Zach Desper, Ares Management

QUESTIONS

1. The two land use review tracks, Administrative Review and Development Review Board, in Coffee Creek were established to facilitate a predictable and timely process for reviewing industrial development applications.
 - a. Based on your experience with the application and land use review process, do you agree that the process is predictable?
 - b. What do you think are the aspects of the process that help achieve this intended result or, conversely, that hinder achieving a predictable result?
2. The four developments subject to the Form-based Code in Coffee Creek have taken roughly 3 to 4 months, with one application taking roughly 7 months, from complete application to final approval of land use application (end of City Council or Development Review Board appeal period).
 - a. Based on your experience with industrial land development, do you think this is a reasonable timeline for land use review?
 - b. Do you think the process resulted in a relatively streamlined and straightforward review and approval?
 - c. Did concurrent City Council review of the annexation and Zone Map amendment make a difference in the process?
 - d. Do you have suggestions for how the process could be refined to shorten the review timeline further?

3. Two of the projects required subsequent Class 2 Administrative Review for modifications to number of parking spaces, landscaping, stormwater facilities, tree removal/retention, and other site improvements that were triggered by Building and Engineering requirements and Planning compliance related to construction.
 - a. Do you think there are modifications that could be made to the land use review process that would reduce the potential need for subsequent review?
4. All four projects in Coffee Creek had to request one or more waivers to the Coffee Creek standards, so none to date have been able to use the more efficient Administrative Review process. The waivers were for such site design elements as parcel driveway width on a Supporting Street, parking location and extent on an Addressing Street, retaining wall height and design, building entrance canopy height, etc.
 - a. Based on your project experience, do you think any of the standards are overly restrictive to development or pose a particular design challenge? Do you have suggestions for how those standards could be modified to make them less challenging?
 - b. Did the Form-based Code and Pattern Book encourage your team to do something different or result in a better building or site design?
 - c. What do you particularly like about the Form-based Code?
5. Would your design team have benefited from any additional information being provided during the pre-application meeting for your project that you did not receive?
6. Are there any questions you have for Staff or other comments and insights you would like to share?

SUMMARY OF FEEDBACK FROM COFFEE CREEK FORM-BASED CODE FOCUSED DISCUSSIONS**Feedback about Process:**

Many comments received about the timeliness and predictability of the land use review process were not specific to the two-track process in Coffee Creek, but to land use review in general, particularly related to pre-application meetings and completeness review.

Information provided by the City, from all Departments/Divisions, at pre-application meetings needs to be as detailed as possible to enable an applicant to design and prepare plans for land use review that meet applicable standards, as rework during site design is costly and causes delay. However, it can be difficult at the pre-application stage to provide detail about a particular site plan, because designs will evolve as requirements and standards are better understood during land use review.

Follow-up meetings post pre-application, which are offered by the City, need to happen more than they do as they are helpful to applicants. But these meetings add to review time to organize and coordinate schedules, so a balance is needed.

Applicants need detailed guidelines about rules and requirements so they have clarity about what they are trying to design. No clarity leads to no predictability and, thus, delay. However, applicants also need to spend time understanding what the City is trying to accomplish, so everyone is on the same page as early in the process as possible.

Getting from the pre-application meeting to application submittal can be challenging. This is particularly the case when an applicant modifies their original design to respond to staff input provided at the pre-application meeting and the revised design raises new questions or concerns about compliance with the standards.

It is critical for the applicant to have definite information at the front of project planning for pro-forma and financial commitments. Drastic changes to a site plan that may be needed before submittal for land use completeness review have ripple effects on project design. For example, while the design standards for Supporting Streets are intentionally flexible to accommodate the unique characteristics of each project site, this can be perceived by the applicant as ambiguous and open to interpretation and they may struggle to find an acceptable design solution. This affects speed to market, which is key in speculative building.

With respect to projects in Coffee Creek, the timeline has been reasonable for land use review. But cyclical rounds of review and needed adjustments in some cases were challenging and, in applicants' opinion, time consuming.

Applicants prefer a concrete estimate of timeline to approval and work backward from there to map out their project schedule. If the City provides a timeline estimate and there are delays, either on the applicant's part or in staff response, that prolong the process, this is frustrating for the applicant and has ripple effects on scheduling, cost estimating, budgeting, etc. If the City can answer the biggest question – How long will land use review take? – with certainty at the pre-application meeting, everyone benefits. Now that four projects have gone through the land use review process in Coffee Creek, it may be prudent to adjust the timeline estimate to reflect the experience.

Going to City Council first for annexation and Zone Map amendment as is allowed in Coffee Creek is a significant benefit for applicants, with respect to time savings, and the process has been fairly smooth and worked as anticipated.

After application submittal for completeness review, the land use review process in Coffee Creek was generally predictable and timely. Staff is a good partner and great to work with. At times, more detailed review during completeness from all Departments/Divisions could be helpful. In addition, City review and feedback to the applicant can lag when issues come up. It would be helpful in these instances for staff to mobilize around the issue in a timely manner so it can be addressed quickly and the project can continue to progress through the review process. Timely and frequent conversations are needed throughout the process.

Overall applicants feel staff works very hard to get to yes on applications in Coffee Creek. However, in applicants' opinion it is possible that predictability and timeliness could be improved with more communication with the applicant during completeness review, which could result in fewer incompleteness and compliance items. Also, applicants would prefer more conditions of approval in the land use decision, rather than trying to dial in an application before the decision is issued. Detailed reviews are helpful, but applicants question how many such reviews are enough before outstanding items are conditioned so the project can move forward in the process.

Predictability and timeliness could be improved if some latitude or flexibility was built into the land use approval that anticipates subsequent design changes at the construction permitting stage and either considers the changes substantially compliant or as Class 1 Administrative Review. Returning to the original approving body or going through subsequent Class 2 Administrative Review following approval adds significantly to the project timeline.

Feedback about Intent of FBC:

There appears to be a disconnect between some of the form-based code standards and development typologies described in the Pattern Book and actual development occurring in Coffee Creek. Of the four approved projects in Coffee Creek, three are large single- or two-tenant, speculative industrial warehouse distribution facilities with office endcaps, and one is a corporate headquarters with office, showroom, and manufacturing components. Except for the corporate headquarters, these developments do not fully match the envisioned typologies, which include a mix of uses and more than one building on a site, as well as multi-story office buildings. As a result, achieving fully compliant design, particularly with site design and building form standards, is challenging and resulted in requested waivers. If on-the-ground reality is not fully consistent with the vision for Coffee Creek development typologies but still desirable, does there need to be adjustment to some of the form-based code standards to better align them with market conditions and to anticipate what might come in the future?

The question was raised as to whether the intent of the form-based code is being met with development that has occurred to date, and what the City wants to set the stage for in the future. Now that four projects have gone through the land use review process, what do the next four projects want to be? It could be helpful to have an evolving Master Plan for Coffee Creek that adjusts as projects are constructed to see how they all work together. The Master Plan should be a living document and road map to the future that adapts and updates as the area evolves with development.

Feedback about FBC Standards:

Prescriptive standards can limit innovative design. If a proposed development does not follow Code verbatim, but is a desirable or creative design that the City would like to see developed, is there a path to approval or does the design have to be less or different just to meet the standards? It was suggested that flexibility is needed in the standards, within the administrative review process, to enable the ability to pivot and accommodate divergence, while still achieving the City's vision for the area.

Speculative building (e.g., Black Creek Group) is very different from build-to-suit (e.g., Precision Countertops). Designing standards that work for both types of buildings while not impossible is extremely challenging because of differing operational and site design needs. Speculative users have a list of desirable characteristics for a site and they want to check as many as possible off the list. The purpose of constructing a speculative building is to attract a high quality tenant by checking as many of the boxes as possible based on standards that work for the industry, while making Wilsonville the most desirable location for a prospective user when compared with the larger market.

Applicants want to look at the form-based code and understand what is required. This necessitates that the standards be crystal clear, so that project planning and site design is predictable and there are not gray areas.

Standards that speak to operations are of primary importance from the applicant's perspective and need to be "all dialed in", then the form-based code overlays "desired features" (landscaping, connectivity, etc.) to get what is desired. When they are inflexible or do not make sense operationally, standards cannot be achieved and waivers are needed to enable what operationally works. If the standards that speak to operations are right, it facilitates the process and does not hinder achieving a predictable result. The standards should be reviewed with an eye to allowing more latitude or a higher threshold without requiring a waiver for those that address operations.

Driveway Width

Limiting the driveway width from a Supporting Street to a maximum of 26 feet with adjustment is problematic. There should an allowance for a wider driveway, at least 40 feet wide, to accommodate large truck movements entering/exiting a site. A narrower driveway is fine for passenger vehicles and smaller delivery trucks. Other factors that affect driveway width include such things as restricted access to/from a supporting street, angle of approach, etc.

Parking Location and Design on an Addressing Street

Location and design of passenger vehicle parking is dictated by where loading docks are located - rear, front, side, or cross – characteristics of site, size and orientation of building, etc. With a front load building, it is rare not to see parking in the front. Smaller sites also usually prefer to have parking in the front of the building. This is important to operations, security, and accessibility for employees and customers.

A secure truck court and yard is a high priority need for industrial users. Separating truck and passenger vehicle traffic is essential for safety. Limiting parking, in both number and who can park there, at the front of the building makes achieving separation challenging. If parking is not at the front, then the truck court likely will be on the front, which is less desirable from an aesthetic standpoint.

Allowing 20 spaces maximum with adjustment at the front of a building is extremely limiting. It was suggested that the ratio of allowed parking on an Addressing Street should be adjusted based on the square footage of the building, thus allowing more parking at the front for a larger building size.

Many large industrial users do not have visitors and customers, but do have a large number of employees, particularly in office areas, which are at the front of the building. Some spaces at the front of the building, therefore, should be available for use by employees and not limited to ADA, visitors and customers.

Retaining Walls

Large, flat industrial buildings result in the need to have more and/or taller retaining walls. This is especially true when it is necessary to meet grade on multiple streets around a site. Requirements should be tied to characteristics of an individual site, rather than a uniform standard. Making grade to a street is a key determinant of wall design. In addition, more topography results in the need for more walls. Because walls are very costly, drivers (cut/fill, cost, topography, etc.) will naturally limit their height.

Perhaps consider a proportional approach based on the slope of a site or height as a function of overall cross-slope of a site based on a project that already has been constructed, such as Black Creek Group.

If a retaining wall is not visible from an Addressing Street and primarily visible from the interior of a site, why does it matter what the wall looks like?

The requirement for horizontal offset is problematic. It is prudent to look at aesthetics of a retaining wall, because construction materials vary substantially. However, it may not be possible to integrate the offset or stepped design in landscape areas within the limited constraints of a site.

Entry Canopy Height

A lower entry canopy height than the required 13.5 feet minimum with adjustment makes more sense. Twelve (12) feet is preferable from a functionality standpoint. Standard storefront systems have a natural break at 12 feet. Better weather protection and pedestrian scale is achieved at 12 feet.

Interior ceiling height is typically dropped to 9-10 feet, but a height matching a 12-foot canopy gives a more open feel to the interior and allows better interior/exterior integration. If there is a mezzanine (second story office, not storage mezzanine), the ceiling is usually at 9 feet for first floor, which makes 12 feet problematic.

Building Massing and Base, Middle, Top Dimensions

The overall building massing standard with base, middle, top dimensions probably hinders design and is not productive. Design can be scaled well without the dimensional requirements. The standard results in prescriptive design, causing overall design aesthetic to suffer. The same effect can be achieved with a variety of materials. An alternative methodology is needed that gets the desired "high quality" design.

Requirements for dimensional (recede, project) definition of base and top, rather than just visual, is difficult to achieve with poured slab concrete tilt-up buildings. Allowing applicants to make some trade-offs, such as using graphic treatments, that accomplish the intent of a physical off-set have the same effect from a distance. Paint schemes and reveals are more effective in adding variety and dimension.

Can the standard be adjusted to achieve the same visual interest and variety desired, but in a less prescriptive way? The standard product today is much more interesting and aesthetically pleasing and driven by a market that demands quality. The standards should be flexible and adaptable as the market changes now and in the future.

Landscape Buffer Areas on Addressing and Supporting Streets

Are landscape buffers between a building and/or parking and the public right-of-way necessary? Buildings in urban areas are right up to the street. Is Coffee Creek trying to achieve a suburban model with ample landscape buffers or a more urban aesthetic?

Street Typologies

Street typologies do not align with the Transportation System Plan (TSP) and Engineering Design Manual. This results in negotiation with Engineering staff about street design, leads to confusion, and can make redesign necessary. Required infrastructure design under the streets also needs to be calibrated.

Requiring a Supporting Street, in a public easement, on the edge of an industrial site can make truck circulation more difficult because they are circulating on a public way with other vehicle types. This can put a site at a disadvantage because a large part of the site is reserved for connectivity rather than site circulation.

Agglomeration of sites would help achieve envisioned development and spread the cost burden of Supporting Street infrastructure more equitably across owners/developers.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 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 solid waste collection franchise agreement with Republic Services in consideration of updates to 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 31, 2019 (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 Franchise Agreement, and (3) Outline recommended changes to the Administrative Rules, with a particular focus on the Metro Business Food Waste Program and the new Recycle+ Program.

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 Franchise Agreement, which was effective as of July 31, 2019, includes 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

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.

In addition, 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. UPDATES TO FRANCHISE AGREEMENT

A. Summary of Changes

The following is a summary of the most significant changes City staff is recommending, and that have been incorporated into the draft ordinance attached as **ATTACHMENT A**:

1. The Franchise Agreement currently runs on a fiscal year basis (i.e., reporting and rate reviews are timed to coincide with the fiscal year). City staff recommend shifting to a calendar-year basis. This is the rhythm used by other nearby jurisdictions, and is the rhythm that City staff and Republic Services have been using in practice since the Franchise Agreement went into effect in 2019. References to “fiscal year” in the Franchise Agreement have been replaced by “year,” and dates and deadlines have been shifted to reflect this change.
2. The language regarding the recycling surcharge has been deleted because City Council eliminated the recycling surcharge and adjusted the standard service rates in 2021 (see Resolution No. 2931). Deleting this language removes obsolete language from the Franchise Agreement.

In addition, City staff have made revisions to tighten the language of the Franchise Agreement, and ensure that the definitions in the Franchise Agreement and Administrative Rules are identical. Further, Republic Services has requested two minor revisions to its indemnity and hold harmless obligations.

B. Questions for City Council

City staff request City Council's guidance regarding the following points:

1. **Should the City shift from a fiscal year basis to a calendar year basis?**
2. Republic Services is currently replacing its fleet vehicles with electric vehicles, and would like those costs to be allowable expenses. The Franchise Agreement currently excludes "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" from the definition of "Allowable Expenses." See Article IV, Section 2(e). Allowable Expenses are deducted from Republic Services' gross revenue to determine its "Operating Margin," another defined term under the Franchise Agreement, which impacts whether rates payable by Republic Services' customers are adjusted, either upward or downward. **Should these electric vehicle acquisition expenses be "Allowable Expenses," as that term is defined in the Franchise Agreement, thereby potentially reducing Republic Services' reported "Operating Margin"?** Republic Services has begun rolling out electric vehicles in other jurisdictions and has plans to replace some of its fleet with electric vehicles over time.
3. Republic Services has asked for clarification regarding whether City Council still desires a bi-annual report. See Article XI, Section 2. The bi-annual report is one of three reports that Republic Service must currently provide to the City pursuant to the Franchise Agreement:
 - a. The first report is a quarterly report that documents the quarterly franchise fee that Republic Services pays to the City; this report is limited to a statement of Republic Services' gross revenue for the prior quarter.
 - b. The bi-annual report was intended to give City Council a mid-year check on certain metrics, and requires disclosure of the following data with respect to the prior six-month period: the quantities of certain materials collected by Republic Services; a summary of communication, marketing, and educational outreach conducted by Republic Services; the number of and a summary of any customer complaints; and, any other data requested by the City Manager.
 - c. The annual report is used by the City during its annual rate review process, and contains essentially the same data reported in the quarterly and bi-annual reports, except that the reporting period is the prior year. The annual report

is broader than the quarterly and bi-annual reports because it also includes information such as Allowable Expenses and Unallowable Expenses, which are terms defined in the Franchise Agreement; a narrative description of Republic Services' operational experience; and, information regarding Republic Services' efficiency improvement measures.

Does City Council still want to receive a bi-annual report? If so, what should the scope of this report be?

III. UPDATES TO THE ADMINISTRATIVE RULES

City staff are still compiling proposed revisions to the Administrative Rules, and so the proposed revisions are not included with this Staff Report. Below is a high-level summary of proposed changes, which City staff plan to bring back for Council review at its October 16, 2023 work session.

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 generates 250 pounds or more of Food Waste per week and that is subject to 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.

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 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. 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:

- 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. 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. Recycle+ Program

a. 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).

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. September 18, 2023 – First Council Work Session to review draft ordinance
2. October 16, 2023 – Second Council Work Session to review draft ordinance and related administrative rules
3. November 6, 2023 – First Reading of ordinance

4. November 20, 2023 – Second Reading of ordinance
5. 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:

N/A

ATTACHMENTS:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILSONVILLE AMENDING THE FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY CREATED BY ORDINANCE NO. 814 AND REPEALING ORDINANCE NO. 814.

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

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

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

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

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

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

ARTICLE I

Title

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

ARTICLE II

Purpose

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

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

ARTICLE III

Scope

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

ARTICLE IV

Definitions

1. ~~Administrative Rules or Solid Waste Management and Collection Administrative Rules. All standards and rules adopted by the City Council upon adoption of this Ordinance defining specific operating rules and procedures that support and ensure compliance with this Ordinance, and which may be amended from time to time by the City Manager or designee upon review with Franchisee as provided in t~~The Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment 1**, ~~and as may be amended in accordance with this Franchise Agreement.~~
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted

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Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise. See the definition for "Cost Allocation" regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee's fixed asset policy, **excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks;**
- f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
- g. Performance bonds and insurance in at least the amounts and coverages required by the City;
- h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees,

Commented [DS1]: Discussion point for City Council.

payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;

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

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

- 3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each ~~Fiscal Year~~calendar year, as more particularly described in Article XI, Section 3 herein.
- 4. Bi-Annual Informational Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 2.
- 5. City. The City of Wilsonville.

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6. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, ~~manufacturing and industrial buildings and complexes~~ and other non-manufacturing entities. “Commercial” does not include ~~business, other~~ manufacturing activities or business, or processing activities ~~that occur in Residential-residential~~ dwellings.
7. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:
 - a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential, Multi-Ffamily, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee’s overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multi-Ffamily, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee’s services utilized by other cities and counties).
 - b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee’s services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.
8. Council. The City Council of the City of Wilsonville.
9. CPI. The ~~March to March~~ All Urban Consumers for West-Size Class A Consumer Price Index, as defined by the United States Bureau of Labor Statistics for the most recent twelve-month period reported by the Bureau as of September 1 for the applicable current year, rounded to the nearest hundredth percent, or other index that replaces this index, for the twelve-month period ending as of the most recent September 1.
10. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the

default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.

11. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving ~~Solid-Waste management services~~Service from the Franchisee within the City.
12. DEQ. State of Oregon Department of Environmental Quality.
13. EPA. United States Environmental Protection Agency.
- ~~14.~~ Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.
- ~~15.~~ Fiscal Year. ~~July 1 to June 30 of any year.~~
- ~~16.~~ Franchise. A contract with the City allowing ~~the Franchisee to use any City-owned of public right-of-way to collect, transport, process, and dispose of Solid-Waste, Recyclable Materials, Yard Debris, and food scraps~~ and to perform other responsibilities ~~as defined~~set out in this Ordinance and the Administrative Rules.
- ~~17.~~ Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.
- ~~18.~~ Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.
- ~~19.~~ Gross Revenue. For any period of time:
 - a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise; and
 - b. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds, or other reimbursements for any other expense that was an Allowable Expense under this Ordinance; ~~and~~
- ~~20.~~ Hazardous Waste. Hazardous Waste includes:
 - a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliant, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.

b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or ~~Disposed~~ disposed of, or otherwise managed.

c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.

~~e.d.~~ To the extent not covered by the preceding subsections of this Section 19, 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.

~~24-20.~~ Multifamily. Any multi-dwelling building or group of buildings that contains ~~three~~ five or more dwellings on a single ~~tax~~-lot.

~~22-21.~~ Operating Margin. Gross Revenues minus Allowable Expenses within the ~~applicable calendar year~~ Fiscal Year.

~~23-22.~~ Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. "Organic Materials" includes, but is not limited to, food waste, Yard Debris, paper, and putrescible materials which are generally a source of food for bacteria.

~~24-23.~~ Other Materials. Materials that the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers

pursuant to the Solid Waste Management and Collection Administrative Rules as further identified in Article XV herein, but excluding Recycle+ Materials.

~~25.~~24. Person. An individual, partnership, association, corporation, limited liability company, sole proprietorship, cooperative, estate, trust, firm, ~~estate~~governmental unit, or any other ~~entity legal private entity~~in law or fact.

~~26.~~25. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.

~~27.~~26. Recyclable Materials. Any material or group of materials that can be collected and sold for Recycling at a net cost equal to or less than the cost of collection and disposal of the same material, or other materials as may be designated by the City.

27. Recycle+ Collection Service. An optional recycling service offered by Franchisee for the collection of Recycle+ Materials for reuse or recycling.

28. Recycle+ Materials. Recyclable Materials that are acceptable by Franchisee pursuant to the Recycle+ Collection Service, which are listed in the Administrative Rules.

~~28.~~29. Recycling. ~~Any process by which Solid Waste materials are reused or transformed into new products in a manner that the original products may lose their identity~~The collection, transportation, storage, and processing of Recyclable Materials.

~~29.~~30. Residential. A single-family dwelling unit or duplex (i.e., an attached two-dwelling unit) on a single ~~tax~~ lot.

~~30.~~31. Resource Recovery. The process of obtaining useful material or energy resources from ~~Solid~~ Waste, including energy recovery, materials recovery, Recycling, or reuse of ~~Solid~~ Waste.

~~31.~~32. Service. ~~Collection~~The collection, transportation, transfer, disposal ~~of~~, or Resource Recovery of ~~Solid~~ Waste, ~~Recyclable Materials, Yard Debris, Organic Materials, and Other Materials~~ by Franchisee pursuant to this Franchise Agreement, and the Administrative Rules.

33. Service Rate. The cost Customers pay for Service provided by Franchisee as stated in **Attachment 2** to this Ordinance and as adjusted pursuant to Article VIII of this Ordinance.

~~32.~~ _____

~~33.~~34. **Solid Waste.** All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded ~~home~~ residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); manure; equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:

- a. Unacceptable Waste;
- b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
- ~~c. Reusable beverage containers;~~
- ~~d.~~c. Cardboard generated by a Person that is the generator or source, and baled and transported to a Resource Recovery facility— (Such such Person will 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);
- ~~e.~~d. Material used for fertilizer or other productive purposes in agricultural operations;
- e. Discarded or abandoned vehicles or parts of vehicles; ~~or~~
- f. Tires;
- g. Recyclable Materials, Organic Materials, Other Materials, or Alternative RecyclingRecycle+ Materials that are Source Separated and set out for Recycling; or
- h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules ~~attached hereto and incorporated herein as Attachment 1.~~

~~34.~~35. **Solid Waste Management and Collection.** The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery

from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

~~35.~~36. Source Separated Materials. ~~Sorting of different material~~ 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.~~

~~36.~~37. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.

~~37.~~38. Unallowable Expenses. Includes the following:

a. ~~All charitable and~~ political contributions;

~~a-b.~~ Charitable expenses that are not expressly approved by the City as an Allowable Expense;

~~b-c.~~ Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.

~~e-d.~~ Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;

~~d-e.~~ Accruals for future unknown regulatory changes;

~~e-f.~~ Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;

~~f-g.~~ Principal or interest payments on the acquisition of any new Service routes;

~~g-h.~~ The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;

~~h-i.~~ State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;

~~i-j.~~ Fees paid to a Franchisee's Board of Directors;

~~j-k.~~ Attorney's fees and related expenses resulting from:

- i. Any judicial proceeding in which the City and Franchisee are adverse parties;
- ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;

~~k-l.~~ Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;

~~l-m.~~ Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;

~~m-n.~~ Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;

~~n-o.~~ Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules ~~attached hereto as Attachment 1~~, except for Disposal costs associated with these Services;

~~o-p.~~ Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

~~38.~~39. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.

40. Waste. Material that is no longer usable or that is no longer wanted by the source generator of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, "utilized" means the productive use of wastes through recycling, reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land.

“Waste” includes Solid Waste, Recyclable Materials, Other Materials, Organic Materials (and thus, ~~Food Waste and Yard Debris~~), Recycle+ Materials and Bulky Waste, as that term is defined in the Administrative Rules.

- 39-41. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from Residential residential property. “Yard Debris” does not include stumps, rocks, ~~or~~ bulky wood materials, sod, or dirt.

ARTICLE V

Franchise Award

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service to the City’s Residential, Multi Family, and Commercial Customers and will provide the option for Commercial Customers to have Organic Materials Service provided by Franchisee. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.
2. Exceptions. Nothing in this Ordinance will:
 - a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;
 - b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person’s work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person’s own equipment where the Solid Waste or Yard Debris

Commented [DS2]: Deleted because minimum service levels are stated with greater clarity in rules

produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;

- c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);
 - d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.
 - e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.
3. Solid Waste Removal. No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:
- a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;

- b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;
 - c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or
 - d. Prevent the City from conducting an annual clean-up campaign for the collection of ~~Yard Debris, other~~ Recyclable Materials, Organic Materials, Solid Waste, ~~or Other Materials,~~ or Recycle+ Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.
4. Unauthorized Use. No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.
5. Title. Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.
- ~~6. Rejection of Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Franchisee, Franchisee may refuse to Service the entire Solid Waste, Recyclable Material, Yard Debris, or Organic Material container that contains the Unacceptable Waste.~~
- ~~a. In such situations, Franchisee will contact the Customer and the Customer must undertake appropriate action prior to the next scheduled Service day to ensure that such Unacceptable Waste is removed and properly disposed.~~
 - ~~b. In the event Unacceptable Waste is present but not discovered until after Service by Franchisee, Franchisee may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with applicable law and charge the Customer or generator of such Unacceptable Waste for all direct and indirect~~

~~costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. To the extent practicable, the City will assist Franchisee to determine the identity of the Customer or generator of the Unacceptable Waste.~~

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ARTICLE VI

Franchise Term

The rights, privileges, and Franchise herein granted will ~~continue for the Franchisee for a period of ten (10) years, commencing July 1, 2018~~terminate June 30, 2028, unless sooner terminated in accordance with the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

ARTICLE VII

Franchise Fee

- ~~1. Initial Franchise Fee.~~ In consideration of the Franchise by this Ordinance, ~~for the first year of this Franchise,~~ the Franchisee ~~shall currently pay~~must pay to the City ~~five three~~ percent (~~53~~%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
- ~~2.1. Franchise Fee Increase.~~ ~~Beginning January 1, 2020, the initial Franchise Fee will increase to five percent (5%) of the Gross Revenue. The Franchise Fee increase may be passed on to the Customers. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.~~
- ~~3.2. Franchise Fee Payment.~~ The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending ~~June 30~~December 31 of each year for the prior ~~calendar year~~Fiscal Year.

- ~~4.3.~~ Late Payments; Interest. Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 3 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

ARTICLE VIII

Establishment and Modification of Service Rates

1. Initial-Current Service Rate. The ~~initial~~ Service Rate Franchisee charges to Customers for its Service during the 2024 calendar year is set forth in **Attachment 2** to this Ordinance, which is incorporated by reference herein. Amendments to Attachment 2 to this Ordinance may be made by Council by resolution.
- ~~2. First Service Rate Adjustment. On October 1, 2018, the initial Service Rate will be increased by three and one quarter percent (3.25%).~~
- ~~3. Second Service Rate Adjustment. Prior to July 1, 2019, the City will undertake a review of Franchisee's books, records, and accounts to adjust the Service Rate to set a new Service Rate that achieves an Operating Margin equal to ten percent (10%) of Gross Revenues. The Service Rate may be adjusted higher or lower in order to achieve the Operating Margin equal to ten percent (10%) of Gross Revenues. The initial Service Rate will be charged to Customers from July 1, 2018 through and including September 30, 2018. The first Service Rate adjustment will be charged to Customers from October 1, 2018 through and including June 30, 2019. The second Service Rate adjustment will be charged to Customers from July 1, 2019 through and including June 30, 2020. The annual Service Rate adjustment~~

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provided in Section 4 of this Article does not apply to the first or second Service Rate adjustments. For clarity, the table below illustrates the timing and adjustment of each of the Service Rates discussed in Sections 1 through 3 of this Article:

Title	Time	Service Rate
Initial Service Rate	July 1, 2018-September 30, 2018	Listed in Attachment 2
First Service Rate Adjustment	October 1, 2018-June 30, 2019	Service Rate increased by 3.25%
Second Service Rate Adjustment	July 1, 2019-June 30, 2020	Service Rate adjusted to achieve 10% Operating Margin

4.2. Annual Service Rate Adjustment. It is the goal of this Franchise Council to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Sections 2, 3, or 5.3 of this Article, the Service Rate will be adjusted annually under the following circumstances:

- Service Rates will not increase ~~change~~ in the next Fiscal Year~~calendar year~~ if the expected Operating Margin in the next calendar year~~Fiscal Year~~ is equal to or greater than twelve percent (12%) of Gross Revenues.
- If the expected Operating Margin in the next calendar year~~Fiscal Year~~ is equal to or greater than ten percent (10%) but less than twelve percent (12%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
- If the expected Operating Margin in the next calendar year~~Fiscal Year~~ is equal to or greater than eight percent (8%) but less than ten percent (10%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (100%) of the percentage increase, if any, in the CPI.
- If the expected Operating Margin in the next calendar year~~Fiscal Year~~ is less than eight percent (8%) of Gross Revenues and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 5 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment

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10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

- e. The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that ~~calendar year~~Fiscal Year.
- f. Franchisee will provide, 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 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 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.
- g. The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI herein.

5-3. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%) of Gross Revenues, then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested

Commented [DS4]: Dates updated to reflect shift from fiscal year to calendar year

Extraordinary Rate Increase must be approved by ~~City~~ Council through a resolution. Franchisee's request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section ~~53~~. This Section is not to be construed as to require the City to accept that Franchisee's calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee's request does not meet the requirements of this Section. The City may undertake any review of Franchisee's books, records, and accounts necessary to evaluate the validity of Franchisee's request for an Extraordinary Rate Increase.

~~6.4.~~ Surcharges. The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges, other than the surcharge identified in subsection (a) herein, must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

~~a. Recycling Surcharge. This Ordinance adopts a surcharge for recycling costs, which surcharge is stated in Attachment 2 to this Ordinance. The recycling surcharge will be reviewed by Council on or before January 1, 2019, at which time Council will adopt a resolution to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge. Approval of a continuing or modified surcharge shall not be unreasonably withheld by the Council.~~

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ARTICLE IX

Franchisee Responsibility

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1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the City Council. ~~In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service for Residential, Multi Family, and Commercial Customers and will provide Commercial Customers the option of Organic Materials Service.~~
2. The Franchisee shall:
 - a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon ~~Law~~law.
 - b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.
 - c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multi-Ffamily, or Commercial stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.
 - d. ~~Give reasonable attention to the needs of physically handicapped Customers so that they may avail themselves of the Service offered without any additional charge.~~
 - e. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the “Wilsonville Clean-Up Days” event takes place.
3. The Franchisee shall not:

Commented [DS6]: Deleted because minimum service levels are stated with greater clarity in rules

Commented [DS7]: Deleted because is stated in rules

- a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.
 - b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the ~~City~~ Council in the same manner as other rates.
 - c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.
4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.
 5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, ~~Yard Debris,~~ Organic Materials, ~~and~~ Other Materials, and Recycle+ Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal

delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials, ~~Yard Debris~~, Organic Materials, ~~or~~ Other Materials, or Recycle+ Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.

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

ARTICLE X

Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:
 - a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of

\$5,000,000 for each occurrence and \$10,000,000 general aggregate, and shall include Products-Completed Operations Aggregate in the minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. All of the foregoing coverage must be carried and maintained at all times during this Franchise.

- b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident.
- c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of \$2,000,000 for each occurrence and \$6,000,000 general aggregate.
- d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$5,000,000.
- e. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject any or all insurance carrier(s) with a financial rating that is unacceptable to the City.
- f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City.

This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30) days' prior advance notice, and Franchisee will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

ARTICLE XI

Review of Records

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.
2. 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

Commented [DS8]: Need for this report and its scope are discussion points for City Council.

the period of the immediately preceding July 1 to and including December 31. The Bi-Annual Informational Report must include the following information:

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

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

- a. Franchisee must report its Gross Revenues and Allowable and Unallowable Expenses in an income statement format and provide information about Customer counts, Services provided, disposal volumes, and Recycling activities for all Customer classifications and for all programs identified in this Ordinance. Franchisee must report totals for all operations necessary to adequately verify compliance with the Service Rate allocation methodology as defined in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.
- b. The Annual Franchise Report will also include a synopsis of the operations of the current ~~calendar year~~Fiscal Year, a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next ~~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 communication, outreach, and educational activities performed by Franchisee.

d. ~~The Annual Franchise Report will summarize 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).~~

4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as “CONFIDENTIAL,” and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as “CONFIDENTIAL” pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked “CONFIDENTIAL” by Franchisee.
5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee’s possession that the City Manager or designee deems relevant to verifying the accuracy of Franchise Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.
6. No more often than once during any ~~calendar year~~Fiscal Year, the City may perform a review of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee’s Operating Margin, and/or any Extraordinary Rate Increases.
 - a. In the event such review discloses any difference in payment due to either the City or Franchisee, the review will be submitted to the Council. The Council

may accept, reject, or modify the findings in the review. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.

- b. If the review discloses a discrepancy in Franchisee's actual Allowable Expenses upon which an -Extraordinary Rate Increase is approved by the ~~City~~-Council through resolution was based, Service Rates may be adjusted to reflect the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.
- c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the review and the City may request an additional review during the next ~~calendar year~~~~Fiscal Year~~, with all actual costs of such additional review paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.
- d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, reviewed by the City. Prior review years may not be reopened based on findings made in connection with the review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

ARTICLE XII

City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the ~~City~~-Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. Franchisee will make all reasonable efforts to assist the City in such emergency situations. In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such

usual charges but shall reimburse the City for its actual cost, as determined by the City.

2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.
3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
 - a. The City has the authority to enforce this Ordinance, the Administrative Rules ~~attached hereto and incorporated herein as Attachment 1~~, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.
 - b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.

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

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

4. Annexation. Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

ARTICLE XIII

Dispute Resolution

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

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. Default. Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.
2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the ~~City~~ Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the ~~City~~ Council entered upon the basis of findings at the public hearing, the ~~City~~ Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon

continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the City Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.

3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars (\$1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required. The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.
4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

ARTICLE XV

Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, "Solid Waste Management and Collection Administrative Rules," which are attached hereto and incorporated herein as **Attachment 1**. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.

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

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the City Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful ~~operation-misconduct~~ by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss, damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense using legal counsel reasonably acceptable to the City. The Council and the City Manager reserve the right to retain counsel of their own choosing and to join in the defense of any such suit or action ~~with the reasonable cost of such additional counsel to be borne by the Franchisee.~~
2. Severability. Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.
3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.
4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment 3**. A failure on the part of Franchisee to provide

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Commented [DS10]: 2 of 2 changes requested by RS.

such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.

5. Repealing Clause. Ordinance Nos. ~~204, 281, 424, and 443~~ and ~~Resolutions Nos. 1077 and 2566814~~ are-is hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance Nos. ~~204, 281, 424, and 443~~ and ~~Resolutions Nos. 1077 and 2566814~~ shall terminate.

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

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of _____ 2023, by the following
votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____ 2023.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

ORDINANCE NO. _____

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Councilor Linville
Councilor Berry
Councilor Dunwell

Attachments:

Attachment 1 – Solid Waste Management and Collection Administrative Rules
Attachment 2 – Rate Schedule
Attachment 3 – Written Acceptance of Ordinance No. ____

ORDINANCE NO. ____

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**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.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 09/06/23

Item 4.

September

9/19	Tuesday	2:00 pm	Municipal Traffic Court	Council Chambers
9/20	Wednesday	5:00 pm	Arts, Culture and Heritage Commission	Council Chambers
9/25	Monday	6:30 pm	Development Review Board B	Council Chambers
9/26	Tuesday	6:30 pm	Wilsonville – Metro CEC	Council Chambers
9/27	Wednesday	6:30 pm	Library Board	Library

Community Events:

September

Hispanic Heritage Month

- 9/19 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library – Rose Room
 ODHS Drop-In Assistance, 1:00 pm, Library
 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/20 Walk at Lunch, 12:00 pm, SIEMENS
 Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART
- 9/21 Walking Book Club, 1:00 pm, Library
 Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART
- 9/22 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/25 Blood Drive, 11:00 am, Library
 Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART (9/25-9/29)
- 9/26 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library – Rose Room
 ODHS Drop-In Assistance, 1:00 pm, Library
 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/27 Walk at Lunch – Civics Academy, 12:00 pm, City Hall
 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/28 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/29 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023		Subject: Update on Mediterranean Oak Borer (MOB)	
		Staff Member: Georgia McAlister, Associate Planner Chris Neamtzu, Community Development Director Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input 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 type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff update on the presence of Mediterranean Oak Borer (*Xyleborus monographus*) in Oregon white oak (OWO) trees in Wilsonville.

EXECUTIVE SUMMARY:

Since the summer of 2022, when it was first noticed that the large 56" DBH Oregon white oak (*Quercus garryana*) tree at ProGrass began to show rapid signs of decline, staff and arborists have hypothesized at what might be causing the decline. While insects, root disease and climate (heat, drought, ice) were all suspected culprits documented in the two detailed arborist reports that were prepared as part of the Willamette Water Supply Project (WWSP), there was no definitive diagnosis made that would explain the rapid decline of the main scaffold branches in this tree.

One consideration at the time in summer of 2022, was the fact that the Mediterranean Oak Borer (MOB) may be present, and actually causing some of the significant and rapid decline of this mature OWO tree due to the symptoms presented as well as evidence of insect damage. ODF staff observed evidence of insect damage caused by oak lace bug, gall-making insects, and other defoliating insects, and believed that the beetles were native ambrosia beetles that only attack dead and dying wood. At the time, ODF staff did not concur with the suggestion that the decline was the cause of the MOB and believed the decline was primarily caused by site conditions and drought stress. However, in May 2023, ODF published a FAQ sheet on the invasive beetle species and in June 2023 Oregon Department of Agriculture (ODA) published their own FAQ sheet. Both can be found in Attachments 1 and 2. Attachment 3 presents a scientific description of the insect and its preferences, prepared by Jeremy Slone, PhD, entomologist with Bartlett Tree Experts.

MOB has been detected in Oregon since 2018. One beetle was captured in a trap in 2018 at Chinook Landing near Troutdale. One beetle was captured in a trap near Woodburn in 2021. In 2022 across seven sites in four counties, there were 21 beetles captured, 14 of which were near Troutdale. Additionally in 2022, one beetle was found in a trap on the west side of Wilsonville. In May 2023, the first Oregon white oak tree was found to be positive for MOB near Troutdale. Now, in August of 2023, Wilsonville has the second confirmed OWO tree with MOB with evidence of much more infestation emerging daily.

Fast forward to the summer of 2023; staff and local arborists began to notice an alarming trend across the broader landscape of the Wilsonville community where very large OWO trees in numerous locations (Frog Pond West, Target store, ProGrass) began to show sudden and rapid large scaffold branch decline that was indicative of something potentially more serious. Because of the importance of these OWO trees to the Wilsonville community and the potential presence of MOB, staff prioritized looking into the matter further.

One suspected tree, located in Frog Pond West, declined very rapidly over the past year. This 55-inch OWO was to serve as the focal point of an open space in the neighborhood. However, based on major canopy dieback and branch decline, staff requested an arborist assessment. As a result of the arborist recommendation, an emergency tree removal permit had to be issued as the rapid decline of the tree left eminent danger to the public.

Prior to the actual removal, during the week of August 21, 2023, branch, leaf and insect samples were collected from parts of the declining tree by arborists from Bartlett Tree Experts

and sent to their laboratory in North Carolina. The following week verification came back from the samples that MOB was indeed present in the Frog Pond West tree samples. Since MOB is an invasive insect pest, the Oregon Department of Agriculture was immediately notified. A field meeting with ODA, ODF and Metro staff was held on September 8, 2023 where more samples were collected from the debris of the Frog Pond tree, as well as at the WES site along Barber and Kinsman Roads. Visual evidence was collected at the WES site indicating the presence of MOB in that grove. Observations of the Three Sister Oaks on September 12, 2023 by the City's consulting arborist also indicated presence of MOB in the middle oak.

Staff at the City, along with the support of consulting arborists at Bartlett Tree Experts and Morgan Holen & Associates, LLC have already sprang into action to help to save our threatened oaks. Staff from Oregon Department of Agriculture and Oregon Department of Forestry are also providing support. To date there have been numerous coordination meetings and as of the last week of August, arborists were already applying insecticides and fungicides into the trunks of publically owned large Oregon white oak trees while coordination continues to occur with Homeowner Associations (HOA) and private land owners.

EXPECTED RESULTS:

Below is an outline of what City staff is doing.

- Staff have prepared a comprehensive inventory of all large OWO community-wide and identified which ones are on private versus public property.
- Staff have a tree inventory that summarizes the size, health and condition of many of the oak trees in the city. Staff are updating that inventory with more current information.
- That inventory is being used as the basis to collect additional information about the current condition of the trees in 2023 and will result in the prioritization for treatment of the insect.
- Parks and Public Works Staff have collected drone and visual inspection data on all of the trees in the inventory and difficult to access natural areas not yet included in the inventory so that the prioritization process can take place.
- Prioritization of treatment will be determined based on the following criteria: significance to the City (heritage tree, historic significance, substantial investment in preservation, size), health, age, and potential risk if the tree fails.
- Staff has connected with the HOA's and private land owners of large Oregon white oaks. Outreach will occur to inform folks of the issues and seek partnerships to treat the MOB.
- Staff has also connected with the Metro science team responsible for managing Graham Oaks Nature Park to share our findings regarding MOB.

- Staff has coordinated with the School District to take the necessary steps that will result in treatment of the Cumberland heritage oak tree at Wilsonville High School.
- Staff continues to coordinate with Bartlett Tree Experts on a treatment plan. The most effective treatment involves the injection of systemic insecticide directly into the trunk of the tree that is either suspected to be infested or to protect against future infestation.
- To date, treatments have been completed for the WES grove on Kinsman, the Failmezger heritage oak on Parkway, two of the Three Sister Oak trees, an oak preserved in the 5th to Kinsman project, the grove of oaks in Piccadilly Park in Villebois, Morgan Farm, Boeckman Road Corridor Project and the Target oak tree.
- Treatments would need to occur every two to three years. Fungicide treatment may also be used on infested trees that are high priority. Frequency of application and its effectiveness against the pathogen spread by the MOB is not known.
- This is the beginning of a long-term plan to help avert the catastrophic loss of our most treasured species, our precious Oregon white oak population.

TIMELINE:

Remediation actions are on-going.

CURRENT YEAR BUDGET IMPACTS:

Funds being used for treatments are coming from the Oregon white oak account, which is a CIP line item in the budget focused on various activities that promote healthy Oregon white oak populations such as planting, pruning, fertilization. An additional \$25,000 is being requested as part of the upcoming supplemental budget request.

COMMUNITY INVOLVEMENT PROCESS:

Staff are preparing a community-wide outreach campaign.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Loss of Oregon white oak across the Wilsonville community will be a significant negative impact.

ALTERNATIVES:

There are many alternatives, including doing nothing at all.

CITY MANAGER COMMENT:

ATTACHMENTS:

1. ODA FAQ sheet on MOB
2. ODF FAQ sheet on MOB
3. Report prepared by Jeremy Slone, PhD, Entomologist with Bartlett Tree Experts
4. ODF – ODA MOB pest interim management guidance (September 2023).

Pest Alert: Mediterranean oak borer *Xyleborus monographus*



**OREGON
DEPARTMENT OF
AGRICULTURE**

INTRODUCTION

Mediterranean oak borer (MOB), *Xyleborus monographus*, was found in Oregon for the first time in 2018 in Multnomah County. Another single specimen was found in Marion County in 2021. During 2022, specimens were found in Clackamas and Washington Counties.

MOB is a European species of ambrosia beetle that was first collected in CA in 2017 in the Napa area. It was found damaging multiple species of oaks. It is a vector of oak wilt, *Raffaelea montetyi*.

Experiments have shown that Oregon white oak, *Quercus garryana*, is susceptible to oak wilt. Ambrosia beetles often have broad host ranges, and MOB has been found to attack many species including elm, maple, walnut, and others.

PEST STATUS

MOB and oak wilt pose a threat to native oaks. They do not have natural resistance to the pathogen and are susceptible. Native oaks in Oregon are already under stress due to drought and other factors; adding MOB and the wilt pathogen will mean that oaks in Oregon are at great risk. So far, MOB has been found with traps in Oregon, and only one infested tree has been identified.

MOB is an ambrosia beetle. Ambrosia beetles don't feed directly on wood but inoculate the wood with symbiotic fungi and other microbes. The beetles feed on the fungal growth. Most female ambrosia beetles mate with their brothers in the host tree, therefore females leave already mated and ready to infest a new tree.



MOB Boring holes riddling an oak branch.
From Bob Rabaglia, USFS.

PREVENTION

Do not move oak wood unless it has been heat treated. Inspect oak trees for planting for signs of borer holes and reject potentially infested material. Infested trees and wood should be burned, buried or heat treated. Report suspect infested oak material.

HOW DOES IT MOVE?

MOB females can fly considerable distances, possibly miles, to find a new host. MOB has been moved long distances by humans, but we don't know whether this is in live plants, solid wood packing material such as pallets, firewood, imported wine barrels, or some other wood product.

Pest Alert: Mediterranean oak borer *Xyleborus monographus*



**OREGON
DEPARTMENT OF
AGRICULTURE**

IDENTIFICATION

It is unlikely that the beetles will be seen. They are small (about 3mm long or 1/10th of an inch), brown, cylindrical beetles. It is much more likely that their damage will be found first. The most apparent symptom are black stained galleries a little over a millimeter wide branching through oak wood (1.2-1.5mm). Trees will often be attacked at the top first, causing flagging and branch dieback. Eventually, the entire canopy may wilt and die.



Female Mediterranean oak borer. Actual length about 1/10th of an inch.

WHAT CAN YOU DO?

Notify ODA immediately, if you believe you have found Mediterranean oak borer. Early detection is vital to preventing this significant pest's spread.

Infested wood should be burned, chipped, deep buried, or heat treated.

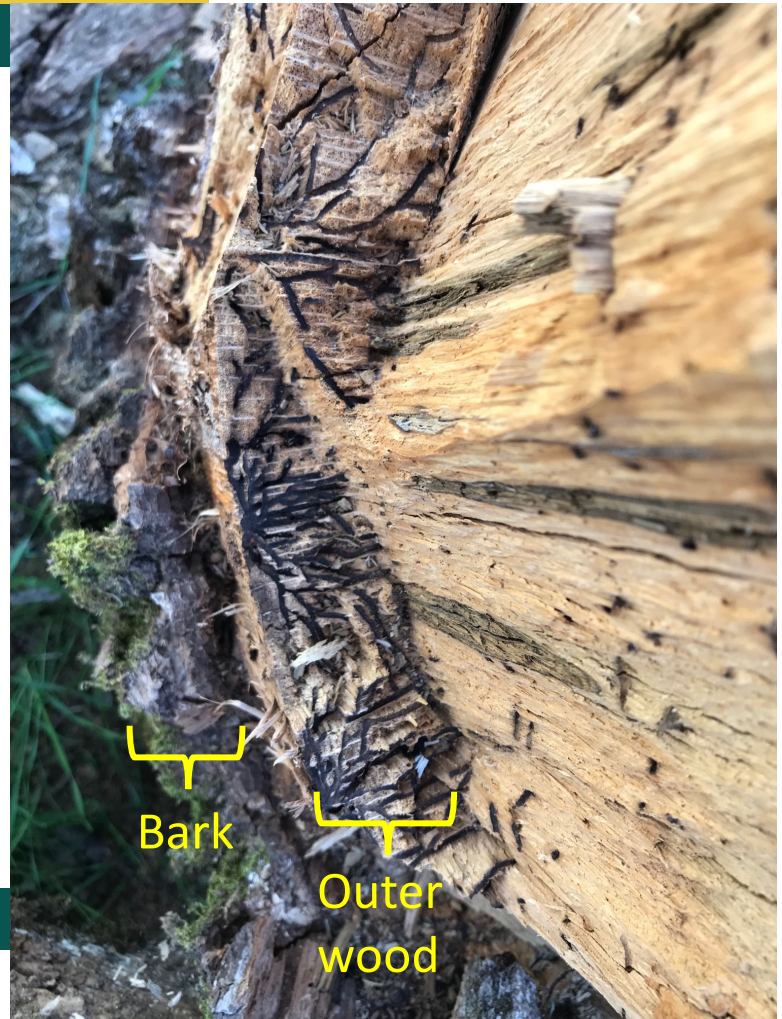
Email: insectid@oda.oregon.gov

Phone: (503)986-4636

MORE INFORMATION

Oregon Department of Agriculture
Insect Pest Prevention & Management Program
635 Capitol Street NE
Salem, OR 97301-2532 USA
503.986.4636 | Oregon.gov/ODA

06/2023



Black fungal stained galleries in valley oak in California.
Image by Bob Rabaglia, USFS.

REFERENCES

Ewing, C, M. Dimson, B. Nobua-Behrmann, R. Oliver, J. Kabashima. 2020. Pest alert: Mediterranean oak borer, *Xyleborus monographus*. University of California Agriculture and Natural Resources. www.mobpc.org

Ripley, K, and W. Williams. 2022. Forest Facts: Mediterranean Oak Borer *Xyleborus monographus* (Fabr.). Oregon Department of Forestry. <https://www.oregon.gov/odf/Documents/forestbenefits/fact-sheet-mediterranean-oak-borer.pdf>

Forest Facts:

Mediterranean Oak Borer

Xyleborus monographus (Fabr.)

Authors: Karen Ripley (USFS Region 6 Forest Health Protection*) and Wyatt Williams (ODF)

The Mediterranean oak borer (MOB) is a pencil-lead-sized brown “ambrosia” beetle. Female beetles tunnel into thin-barked sites or bark cracks on the upper branches, broken branches or freshly cut firewood of oak trees, and probably other hardwoods. They carry fungi within specialized pits near their mouth parts, inoculate their tunnels or “galleries” with fungi such as *Raffaelea montetyii*



Female Beetle – Source: Curtis Ewing, CAL Fire

and *Fusarium solani*, and lay eggs. The larvae that hatch eat the fungus that grows in the insect galleries within the wood. However, these fungi, specifically *R. montetyii*, can act as pathogens that cause a wilting disease in susceptible trees. Over several years, the beetles infest and reinfest the trees, with subsequent generations moving toward the main trunk, until the host trees are killed.

Current distribution

MOB is native to Europe, western Asia (Iran, Israel, Russia, and Turkey), and northern Africa (Algeria and Morocco). It has spread long distance to Korea and the United States (California and Oregon). 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. Although

specific temperature or climate limits have not been determined, it’s likely capable of surviving throughout much of western and southern Oregon, and especially thriving at the elevations ≤ 2,000 feet above sea level where oak grows.

MOB has been detected in Oregon since 2018. One beetle was captured in a trap in 2018 at Chinook Landing near Troutdale. One beetle was captured in a trap near Woodburn in 2021. In 2022 across seven sites in four counties, there were 21 beetles captured, 14 of which were near Troutdale. In May 2023, the first Oregon white oak tree (*Quercus garryana*) was found to be positive for MOB near Troutdale.

Meanwhile in California, reports of dying valley oak (*Quercus lobata*) came from Napa and Sonoma counties in 2019. Large populations of MOB have



Male Beetle – Source: C. Ewing, CAL Fire

likely been present there and killing trees since at least the early 2010s. MOB infestations have spread to adjacent Lake and nearby Sacramento counties. Blue oak (*Q. douglasii*) is also a known host. A single, very limited attack was found in a severely distressed California black oak (*Q. kelloggii*). California officials determined that MOB is already established and too widespread to be eradicated from central California.

*Production of this fact sheet received financial support from the Urban & Community Forestry Program of the USDA Forest Service

Hosts

The major hosts of MOB are oak (*Quercus*) species.

Reported from California: Section *Quercus* (white oaks): *Q. lobata*; *Q. douglasii*. Section *Lobatae* (red oaks): *Q. kelloggii*.

Reported from Europe, Asia & literature records:

Section *Quercus* (white oaks): *Q. boissieri*; *Q. lustanica*; *Q. petraea*; *Q. pubescens*; *Q. robur*. Section *Lobatae* (red oaks): *Q. rubra*. Section *Mesobalanus*: *Q. canariensis*; *Q. frainetto*; *Q. pyrenaica*. Section *Cerris*: *Q. castaneifolia* var. *incana*; *Q. calliprinos*; *Q. cerris*; *Q. coccifera*; *Q. ilex*; *Q. suber*. Section *Ponticae*: *Q. pontica*

A. Transverse section



Galleries in valley oak infested with MOB. Source: C. Ewing, CAL FIRE

Pathway

Although the specific invasion pathway by which MOB came to Oregon and California is unknown, ambrosia beetles are commonly transported in untreated infested wood such as firewood, dunnage, and wood packing materials. Another pathway is through the plant nursery trade. For MOB, there could be an association with oak wine barrel staves imported from Europe.

Signs of infestation

At the forest stand level: mature oak trees may have signs of individual branch death (flagging) in the top third of the tree. The leaves are initially wilted, but then turn red. Leaves eventually fall off leaving bare, dead branches. The branch death advances down, toward the main trunk, and the

Uncommon hosts include: *Acer* sp.; *Acer campestre*; *A. plantanoides*; *Carpinus betulus*; *Castanea sativa*; *Fagus orientalis*; *F. sylvatica*; *F. sylvatica* ssp. *Orientalis*; *Juglans regia*; *Prunus avium*; *Ulmus campestris*; *U. montana*; *U. laevis*.

Unsuccessful attacks were observed on a sycamore (*Platanus* sp.) near heavily infested valley oaks in Napa County.

Note: Research trials at University of California-Davis indicate that Oregon white oak (*Q. garryana*) is vulnerable to the fungal pathogen, *R. montetyii*.

B. Tangential section



Galleries in valley oak infested with MOB. Source: C. Ewing, CAL FIRE

local beetle populations increase. Broken branches and dead canopies occur in advanced stages.



Canopy dieback of oak during early stages of infestation by MOB. Source: C. Ewing, CAL FIRE

Individual tree

Upper most limbs (6-8" diam) are preferred, with beetles working down to the trunk over period of ~ 3-5 years until the tree is girdled, wilts and dies.

The bark has abundant round entrance and exit holes about 1/16" (1.3-1.5 mm) in diameter.



Wilting and canopy dieback of oak infested with MOB. Source: C. Ewing, CAL FIRE

White (wood-colored) boring dust is pushed out and accumulated in mounds on horizontal surfaces, the ground, and in bark crevices, moss, or spider webbing.



White boring dust accumulated on bark of valley oak. Source: C. Ewing, CAL FIRE

Initial probing galleries are simple and up to 1 m long. Later the tunnels, or galleries, are branching, trellis-like and black stained. The tunnels are crowded, 1.2-1.5 mm in diameter, fan out in a plane, cross, fork, and may intersect. There are no egg niches or specialized larval tunnels.

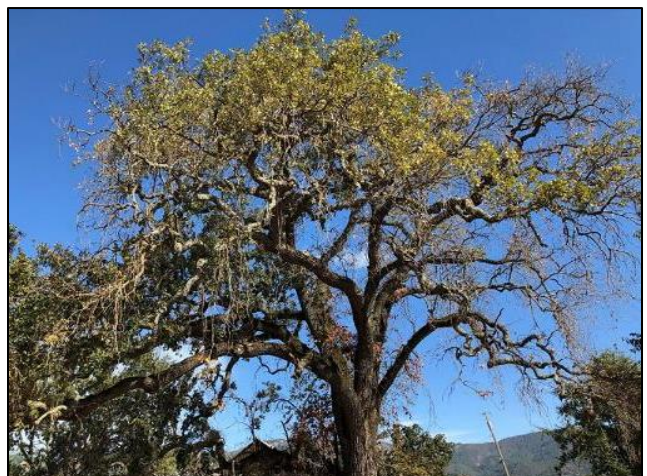


Later stages of MOB infestation when beetles have progressed down tree branches towards main bole of oak tree. Source: C. Ewing, CAL FIRE

Tiny brown beetles are within the tunnels or on the wood surfaces. Females average 3.1 mm long; males are 2.3 mm long, inhabiting the deepest areas of the gallery system. Females far outnumber males. Eggs and white larvae are inside the tunnels

Similar damage

Thinning crowns, stunted foliage growth and branch dieback in oaks can also be caused by other stressors, including drought and other bark and ambrosia beetles, such as *Pseudopityophthorus pubipennis*. Common native ambrosia beetles (*Monarthrum* sp.) in Oregon oaks have similar looking galleries but branch out from a single point. Additionally, native ambrosia beetles do not attack live, mature trees. Instead, native ambrosia beetles prefer dead or dying trees.



Infested valley oak in California with dieback. Source: C. Ewing CAL FIRE

Firewood

While globally ambrosia beetles are transported in solid wood packing material and plant nursery stock, at the regional level, ambrosia beetles like MOB and other forest insects and diseases are moved through firewood. Please adopt and support the Don't Move Firewood educational campaign.

Report an Invader!

If you observe signs or symptoms of possible MOB infestation, report it! Describe the location and your observations and submit photos and your contact information through the Oregon Invasive Species Council's website:

<https://www.oregoninvasivespeciescouncil.org/report-an-invader> or phone in your observation to Oregon's Invasive Species Hotline: **1-866-INVADER (1-866-468-2337)**.

Other Resources

- University of California Agriculture and Natural Resources website:
<https://ucanr.edu/sites/mobpc/>
- University of California Agriculture and Natural Resources pest alert:
<https://static1.squarespace.com/static/58740d57579fb3b4fa5ce66f/t/5f46ccb55bbec03869a9206e/1598475452109/MOBPC+Pest+Alert+Aug+2020.pdf>

- Mediterranean Oak Borer Detected in Lake, Napa, and Sonoma Counties. California Department of Food and Agriculture Press Release #20-103. August 4, 2020:
https://www.cdfa.ca.gov/egov/Press_Releases/Press_Release.asp?PRnum=20-103
- Don't Move Firewood website:
<https://www.dontmovefirewood.org/>



Galleries of native ambrosia beetles (*Monarthrum* sp.) in oak. Note that the galleries do not branch and have minimal crossing. Additionally, *Monarthrum* ambrosia beetles do not attack healthy, live trees. Source: C. Ewing, CAL FIRE



August, 2023.

BARTLETT TREE RESEARCH LABORATORIES

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To whom it may concern;

The Mediterranean oak borer (MOB), *Xyleborus monographus*, is a fairly new invasive pest from Europe which has been reported on various oak species on the west coast. This species has been collected in traps in Oregon and recently found in an Oregon white oak (*Q. garryana*); however, the extent of the invasion in Oregon is unclear.

Management efficacy studies are limited as fewer chemical options are available for examination in Europe where the pest is native. This species is an ambrosia beetle which means that rather than feeding on wood directly, this pest will introduce fungal symbionts into woody tissue and then eat the growing fungal material inside the excavated galleries of the infested tree. These fungi are often pathogenic and will contribute to the decline of tree vitality.

The primary methods of control for borer beetles are topical contact treatments to the outer bark or injections with systemic products that are distributed within the vascular system of the plant. As this beetle does not feed on wood directly, it would need to contact the topical treatment or consume a sufficient amount of treated woody tissue during the initial boring process for control to occur. The challenge for topical treatments is that this beetle tends to initiate infestations in the upper canopy which will make thorough coverage critical and repeated applications will be necessary to ensure sufficient residual efficacy. Ideally, the injections are the most reduced risk option to limit non-target exposure and to provide longer term control from a single management intervention.

Previous invasive borers, including the Polyphagous Shothole Borer, *Euwallacea* sp., have been effectively managed with injections of emamectin benzoate. It is reasonable to assume that this treatment will similarly manage MOB; however, there is no published evidence to support that assumption. Similar to MOB, other borers vector vascular fungal diseases and in these cases the pathogens are managed with a fungicidal injection. Fungicidal injections in tandem with insecticide injections have been shown to control pest complexes such as we are seeing with MOB. Considering the lack of alternative treatment options, we recommend this approach with reasonable expectations this will provide therapeutic remediation even after early insect attack and fungal colonization.

The recommendation from our lab at this time is to make the insecticidal injections on a preventative basis for trees which are not already infested or in decline but are in proximity to known MOB locations. For trees that are infested, we recommend the insecticidal injection followed by a fungicidal injection. Depending on the severity of damage to the vascular system from insect colonization, product distribution may not be uniform. In such instances some sections of the tree where the infestation is more severe may continue to decline. The insecticidal product is generally persistent for 2-3 years while the fungicidal product is effective for approximately one to two years. Unfortunately, it is unclear how often these treatments will be necessary for this pest complex and may vary with different hosts and growing conditions.

Jeremy Slone, Ph.D.
Entomologist
Bartlett Tree Experts
Charlotte, NC 28278

Mediterranean Oak Borer pest interim management guidance

This information is meant to provide the City of Wilsonville guidance with the information we currently have for management of Mediterranean Oak Borer. More guidance will be provided as we learn more about effective strategies to control this pest.

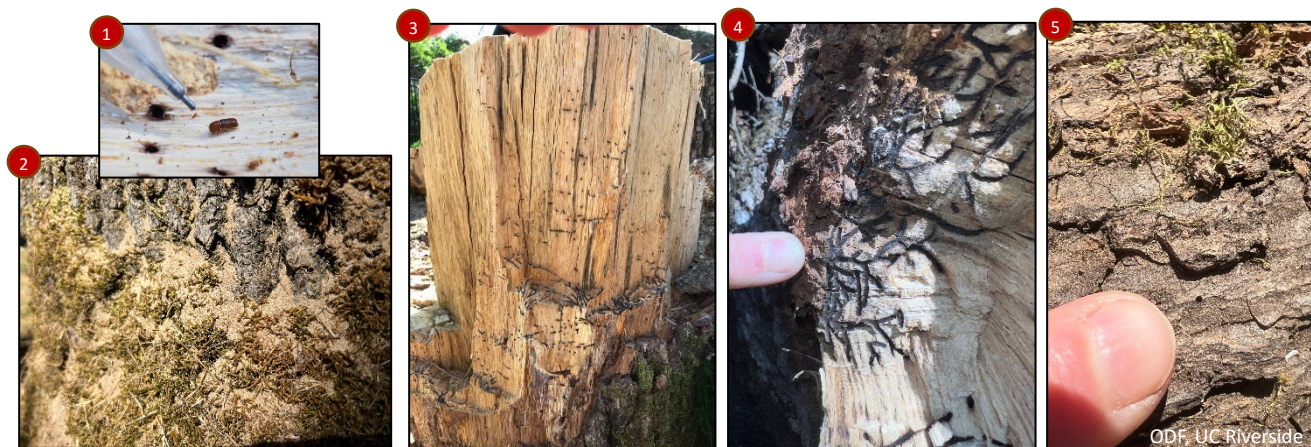
September 2023

Talking points for the public:

- Mediterranean oak borer (*Xyleborus monographus*) is an invasive insect from Europe and the Middle East that transmits multiple fungi including *Raffaelea montetyi*, which has been shown to be pathogenic resulting in oak wilt which may kill oak trees in as little as 2-3 years. Mediterranean oak borer or “MOB” is a tiny woodboring beetle called an “ambrosia beetle” because instead of feeding on wood, it eats fungus grown in galleries created in the wood.
- This insect was first found in California in 2017 and was found in a single trap in Oregon in 2018 (Multnomah Co.), in 2020 (Marion Co.), and in 2021-2022 (Clackamas and Washington Co.). Then, in 2023 MOB was found in a single Oregon white oak at Sandy River Delta and in several live Oregon white oak in Wilsonville.
- View the factsheet (<https://tinyurl.com/MOB-oregon>) for signs and symptoms (mainly canopy dieback, dark beetle galleries in wood, and pale boring dust) and report evidence of suspected MOB infestation to the Oregon Invasives Hotline: <https://oregoninvasiveshotline.org/login/?next=/reports/detail/2018>
- Don’t Move Firewood to prevent spreading this and other pests: <https://www.dontmovefirewood.org/map/oregon>

Suggested guidance for Wilsonville

Recognize the signs and symptoms of MOB:



1) MOB is a tiny reddish-brown beetle that can be confused with many other beetles that reside in oak. 2) Pale boring dust is kicked out by the beetle and found on the exterior trunk of the tree. 3) MOB galleries look like tiny black holes from the exterior of the wood and, 4) black, branched trellises on the cut face of wood. 5) MOB create tiny, perfectly round entrance holes. *Symptoms not from MOB: holes larger than the diameter of a pencil lead, brown boring dust, discolored leaves but absence of dieback, wood staining without associated galleries.* Info on other oak pests:

https://www.oregon.gov/odf/Documents/forestbenefits/Oak_galls_2017.pdf



Candidates for disposal:

- Oaks with at least 30% crown dieback (not just leaf discoloration or seasonal leaf drop) and/or evidence of pale boring dust
- Oaks damaged (large cracks, broken branches, etc.) by mechanical, abiotic or biotic stressors that indicate they have been weakened via poor crown development.
- Oaks whose roots (typically 2x tree height) are within active or proposed construction

Disposal options:

- Destroy infested trees on-site with a masticator, tub grinder, or burn boss (above-ground air curtain incinerator). Ensure that the tree is cut flush with the ground and a stump is not left exposed. Chip material to 1 inch or less and burn or cover with tarp for two months to reduce beetle spread, do not spread chips near standing oaks.
- Transport felled trees in covered trucks to nearby Covanta incinerator. Beetles are less likely to fly November through January, avoid transporting infested, uncovered material outside of this timeframe.
- Alternate disposal option: If neither 1 or 2 are workable and a chipper/grinder is available that can create chips no more than 3" in any direction, then infested material may be chipped and tarped until it can be burned, moved in a covered truck to the Covanta incinerator, or sent to a landfill for immediate deep burial.

Candidates for chemical treatment:

- Heritage trees
- Trees that pose a hazard or are difficult to remove if they die
- Clustered trees to retain oak islands of habitat and because currently it is unknown if the fungus can spread via root-to-root contact
- Trees with invested protection such as cabling or other efforts

Chemical treatment options:*

- If trees have <30% canopy loss: preventative or mitigative chemical treatment via systemic insecticide (emamectin benzoate) + fungicide (propiconazole, tebuconazole) applied after a thorough rain or watering may halt MOB and disease spread.
- If no evidence of MOB attack is visible: preventative chemical treatment via contact insecticide (carbaryl, bifenthrin, *Beauveria bassiana*, *Metarhizium anisopliae*).
- Trial application of repellent (piperitone) and nearby ethanol baited traps for "push-pull"
- Solarization (covering infested material with 6mil clear plastic) may kill some individuals, prevent attacks and beetle spread but may not be sufficient for control. Burying infested material is not recommended.
- Sterilize equipment and avoid transporting soil or chips from infected trees to prevent spreading fungus.

*Chemical and microbial pesticides can have potential non-target impacts on natural enemies and other wildlife, read and follow product labels to reduce the impact of these products.

Future planning: Healthy trees are susceptible but may be able to resist or tolerate MOB attacks longer. Maintain oak health by avoiding construction within 2x the height of the tree or alteration of current irrigation practices that cause an increase or decrease in the watering schedule trees have become accustomed to.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023		Subject: Resolution No. 3085 A Resolution of the City of Wilsonville Authorizing the City Manager to enter into an Intergovernmental Agreement with Metro for Receipt of Local Share Funds Staff Member: Kris Ammerman, Parks and Recreation Director Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input 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 approve the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2017 Frog Pond West Master Plan 2018 Parks and Recreation 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 Metro to use \$1,387,200 of Local Share funds for the acquisition of 2.93 acres for a future Neighborhood Park located in Frog Pond West.

EXECUTIVE SUMMARY:

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The City's allotment, through the Local Share component of the Bond, of \$1,557,445 was determined to not only be a close match to the cost of the land needed for the park, but the timing of acquisition and development was also advantageous. Leveraging these Local Share funds for the Frog Pond West Neighborhood Park land acquisition will result in the City being able to deliver the project sooner than it would have been able to otherwise. The remaining \$170,245 can be used for a future project.

EXPECTED RESULTS:

Acquisition of a 2.93 acre parcel for the development of a neighborhood park.

TIMELINE:

Purchase and Sale Agreement with West Linn/Wilsonville School District finalized – August 2023
 Enter into Intergovernmental Agreement (IGA) with Metro – September 2023
 Receive Local Share funds – October 2023

CURRENT YEAR BUDGET IMPACTS:

The overall budget authority for Parks Capital Improvement Plan (CIP) in FY 2023-24 is \$3,560,000, which is sufficient to purchase the property. Since the funds will be reimbursed within 30 days of purchase there will essentially be no net budget impact for the fiscal year.

COMMUNITY INVOLVEMENT PROCESS:

The Parks and Recreation Department implemented several different community engagement strategies during the summer and fall of 2022 in order to solicit feedback. These efforts included tabling at several summer events including one at the Family Empowerment Center's annual Back to School Resource Event, direct outreach to the Diversity, Equity, and Inclusion Committee, an online survey, and distribution of nearly 500 door hangers to all residents within a half mile of the future site. The survey results were overwhelmingly in favor of using Local Share funds to acquire the park: 94% in favor!

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The acquisition will benefit the community by providing an important park amenity.

ALTERNATIVES:

The Council could chose not to enter into the IGA which would prevent the City from acquiring the property at this time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Aerial Map
2. Resolution No. 3085
 - A. 2019 Parks and Nature Bond Measure Local Share Program Intergovernmental Agreement: Metro – City of Wilsonville

Metro

Parks and Nature

Parks and Nature

Metro 2019 Parks and Nature Bond Local Share Project Submittal Form

Deadline: 12/31/2030

**City of Wilsonville
Frog Pond West Property Acquisition**Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)**\$ 1,306,715.83** Requested

Submitted: 1/10/2023 2:57:48 PM (Pacific)

Project Contact

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Wilsonville, OR 97070
United States

Telephone 503-783-7529

Fax

Web <https://www.wilsonvilleparksandrec.com/parksrec>**Parks and Recreation****Director**

Kris Ammerman

kammerman@ci.wilsonville.or.us**Eligibility** [top](#)**1. Local Share conversation**

Before you propose projects, have you had a conversation (or conversations) with Metro's Local Share Program Manager? Metro staff can make sure your projects and processes meet bond criteria and we can provide assistance if needed.

☒ I got it!**2. Distribution of funds**

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- ☐ Beaverton \$ 5,709,843
- ☐ Clackamas County \$ 5,381,324
- ☐ Cornelius \$ 902,546
- ☐ Durham \$ 310,665
- ☐ Fairview \$ 640,683
- ☐ Forest Grove \$ 1,420,103
- ☐ Gladstone \$ 852,315
- ☐ Gresham \$ 5,416,870
- ☐ Happy Valley \$ 1,150,062
- ☐ Hillsboro \$ 5,999,692
- ☐ Johnson City \$ 230,749
- ☐ King City \$ 417,798
- ☐ Lake Oswego \$ 2,083,297
- ☐ Milwaukie \$ 1,127,000
- ☐ North Clackamas Parks and Recreation District \$ 4,508,386
- ☐ Oregon City \$ 1,914,446
- ☐ Portland \$ 31,821,020
- ☐ Rivergrove \$ 229,789
- ☐ Sherwood \$ 1,148,149
- ☒ None of the above

3. Distribution of funds

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- ☐ Tualatin Hills Parks and Recreation District \$ 8,628,870
- ☐ Tigard \$ 3,107,156
- ☐ Troutdale \$ 793,376
- ☐ Tualatin \$ 1,581,005
- ☐ Washington County \$ 3,256,965
- ☐ West Linn \$ 1,418,291
- ☒ Wilsonville \$ 1,557,445
- ☐ Wood Village \$ 392,155
- ☐ None of the above

Submittal Questions [top](#)**Location and general description****1. Project summary (one paragraph, 255 characters)**

In a nutshell, what is your project intended to accomplish? (1-2 sentences. This is how Metro will describe it to others.)

Acquire and protect natural park land within a neighborhood that is currently being developed. Acquisition will provide neighborhood connectivity as well as safe routes to future primary school.

2. General description (up to one page, 4000 characters)

Tell us more. Describe the project, including its purpose and the issues it addresses. Is this a new project, does it complete an existing project or does it improve an existing facility?

The Frog Pond West Property Acquisition Project is a community-supported property purchase that will promote climate resiliency, advance racial equity, and support meaningful community outreach. This is a new acquisition project within the city, and as such the team had a new opportunity to seek meaningful and inclusive feedback from the community about this project.

While the location of the property had been identified in previous Master Planning efforts, the City team was diligent to ensure localized and meaningful outreach through this process at the present time. This helped to ensure the acquisition was wanted by all groups within our community and offered the team a new opportunity to engage the community in a meaningful way.

Situated near the Boeckman Creek Corridor and adjacent to a future primary school, the acquisition and future development of this land is key in continuing Wilsonville's long standing history of park and recreation opportunities for all community members. This property will provide key community connections to both the future Frog Pond Primary School as well as the Boeckman Creek Regional Trail.

The property's location within the Frog Pond West Development is key for the Wilsonville community. Frog Pond West features many housing options and also represents the City's first implementation of House Bill 2001. The need for neighborhood parks is at an all-time high with the addition of more middle housing options in the Frog Pond West neighborhood. The acquisition of this property will help to ensure residents have access to neighborhood parks no matter what type of housing community members reside in.

3. Location

Provide project address and/or map coordinates.

7035 SW Boeckman Road Wilsonville, OR 97070

4. Location description (up to one page, 4,000 characters)

Briefly describe the project site or facility attributes and current ownership.

The 2.83 acre property sits just to the North of Boeckman Road in Wilsonville. Three sides of the future park will border housing, while the west side sits next to the future Frog Pond Primary School.

Taxlot ID: 31W12DD00400

Item 10.

The property is currently owned by the West Linn Wilsonville School District and they are willing sellers in this transaction.

5. Land acquisition

Is this a land acquisition? (Select only one)

- ☒ Yes
☐ No

6. Land acquisition (up to one page, 4,000 characters)

If your project is a land acquisition a) What is the status of negotiations to acquire the property? b) Describe the one- to five-year stabilization plan for the property. (If not, please answer "NA".)

a) The City of Wilsonville has been working in collaboration with the West Linn-Wilsonville School District, a willing seller of the property to the City, to appraise the value of approximately 2.83 acres of land that will become the Frog Pond West Neighborhood Park. The site is immediately to the east of a 10+ acre site that is being designed for a new primary school. The two sites (the primary school site and the neighborhood park) will work together to create a common open space with connecting trails and complimentary recreational amenities.

The City has engaged the District's design firms, 3J Consultants and Mayer Reed Landscape Architects, to develop schematic park designs for the site. To date, the City and the District have worked together to obtain an appraisal of the site that has been completed by Portland Valuation Group, with the City and the District as joint clients. The appraisal is in the process of being finalized. Once the appraisal has been finalized, the City and the District will enter into an intergovernmental agreement (IGA) that outlines the details of the purchase of the park site. This information will then be presented to the City Council and the School Board in their unique venues. Following approval by City Council and the School Board, the City will purchase the property.

b) The property is currently in a stable condition, as it was part of a residential homestead with associated agricultural buildings. The site has been regularly mowed and maintained by the School District, and will continue to be regularly maintained once the City purchases the property. The site contains some ornamental trees and shrubs, which were planted as part of the homestead. Access to the site is currently limited due to perimeter vegetation and grade changes which make access difficult. The City intends to design the park through the winter of 2022-23, conduct public outreach on the design and then obtain land use approval from the City's Development Review Board (DRB). Park construction is tentatively planned for 2024 at which time the site will be maintained consistent with other park lands in the City.

7. Capital project timeline

What is the anticipated date this project could be ready to commence?

Not applicable as this is not a capitol project.

8. Capital project plans and designs

For capital projects that are not acquisitions, upload on the next page project plan/design materials.

- ☐ I uploaded it!
☒ Not applicable

Bond purpose

9. Bond purpose (up to one page, 4000 characters)

The purpose of the bond is to acquire, protect and connect fish and wildlife habitat, protect clean water and connect people to nature close to home. How does your proposed project meet the purpose of the bond?

Situated along the Significant Resource Overlay Zone (SROZ) the property is a key connection for animals traveling through not only the Boeckman Creek Corridor but also the Meridian Creek Corridor. The acquisition of the property, which has identified wetlands, will not only protect the habitat currently identified but also enhance wildlife habitat.

This property boasts a grove of well-established, mid-sized Blue Spruce and Douglas Firs, which the City looks to preserve and enhance through park design and construction. A key point of focus for the City team is to provide opportunities for both the community and wildlife to engage with this grove.

This 2.83 acre property acquisition is focused on bringing the community closer to nature. During the team's recent equitable outreach, a strong desire for trails and nature preservation was expressed in the survey. With this acquisition, the team will look to enhance opportunities for the community to connect with nature close to home while keeping habitat protection and enhancement at the forefront.

Local share investment categories (Section 6 of Handbook)

10. Local share investment categories

In which bond-eligible local share capital investment category(ies) does this project fit?

- ☒ Natural area or park land acquisition
☒ Fish and wildlife habitat restoration and/or habitat connectivity
☐ Maintaining or developing public access facilities at public parks and natural areas
☐ Design and construction of local or regional trails
☐ Enhanced or new learning/environmental educational facilities

11. Local share investment categories (up to one page, 4,000 characters)

Describe how this project addresses the category(ies) you checked.

Nature area or park land acquisition

* The City of Wilsonville has been working in collaboration with the West Linn-Wilsonville School District, a willing seller of property to the City, to appraise the value of approximately 2.83 acres of land that will become the Frog Pond West Neighborhood Park. The site is a significant natural area nestled into a new neighborhood development. The acquisition of this property is a key preservation area for wetlands, trees, and natural habitat.

Fish and wildlife habitat restoration and/or habitat connectivity

* The property selected for the acquisition process provides a key north-south travel corridor for wildlife within an urban setting. The connectivity to both Meridian Creek and Boeckman Creek will help ensure safe wildlife passage to and through the property.

Local share criteria (Section 7.2 of Handbook)

12. Local share criteria

All projects funded through the local share program must meet at least one of the local share program criteria listed below. Which local share criteria does your project satisfy?

- ☐ Improves critical capital infrastructure to ensure that parks are safe and welcoming.
☐ Improves accessibility and inclusiveness of developed parks.
☐ Provides culturally responsive public improvements as identified by greater Portland's Indigenous community and/or communities of color.
☐ Improves the visitor experience by investing in new or existing park amenities.
☐ Improves access to nature for local communities identified as "nature-deficient".
☐ Improves the efficiency and effectiveness of operations and maintenance of developed parks.
☒ Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.
☐ Improves access to water with scenic and/or recreational opportunities.
☒ Acquires land that could provide future access to nature for people, scenic views, and community gathering spaces.
☒ Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains, riparian areas.

13. Local share criteria (up to one page, 4,000 characters)

Describe how the project will satisfy the selected local share criteria.

Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.

* This property acquisition will give public access to nature as this almost three acres of park/greenspace is situated in the currently developing Frog Pond West Neighborhood. Frog Pond West has 571 lots that are anticipated to be filled with a variety of housing types.

Acquires land that could provide future access to nature for people, scenic views, and community gathering spaces.

* The acquisition of this park property will allow the construction of a neighborhood park. The City team is diligently gathering equitable community feedback and is focused on providing a space that allows both access to nature and facilitates a community gathering space. The community has expressed both of these items as desires for this land through the outreach process.

Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains and riparian areas.

* There is an established wetland within the SROZ on this property. This acquisition will provide the opportunity to preserve and enhance environmental, hydrological, and ecological conditions, thus promoting healthy watershed and provide habitat for a variety of species.

Climate resilience (Section 7.1 of the Handbook and climate resilience criteria guidance document)

14. Climate resilience

Every project funded by the bond must satisfy at least one of the following climate resilience criteria. Please select which criteria your project satisfies.

- ☐ Protect, connect and restore habitat to support strong populations of native plants, fish and wildlife that can adapt to a changing climate.

- ☒ Protect and restore floodplains, headwaters, streams and wetlands to increase their capacity to handle stormwater to protect vulnerable communities from flooding.
- ☒ Increase tree canopy in developed areas to reduce heat island effects.
- ☐ Use low-impact development practices and green infrastructure in project design and development.
- ☐ Invest in segments of the regional trail system to expand active transportation opportunities for commuting, recreation and other travel

15. Climate resilience (up to one page, 4,000 characters)

Provide a brief narrative describing how this project will satisfy the selected criteria, who will benefit and how it will make your community more resilient to the effects of climate change.

Protect and restore floodplains, headwaters, streams and wetlands to increase their capacity to handle storm water to protect vulnerable communities from flooding.

* The property contains an identified wetland and SROZ area. Acquisition and subsequent park development will ensure that the wetlands will be protected and maintained. Future park development on this property will also help clean storm water runoff before it enters Boeckman Creek and makes its way into the Willamette River. The acquisition of this property as a park will also minimize the potential storm water run-off associated with a fully developed residential landscape.

Increase tree canopy in developed areas to reduce heat island effect.

* The acquisition of this property will ensure the preservation of a medium-aged grove of fir and spruce trees. If the parcel was to be developed as a traditional residential neighborhood development, the grove of trees would likely be removed. The acquisition of this property will not only preserve the grove and tree canopy but allow the City team to improve it.

Meaningful community engagement and racial equity (Sections 5.1 and 5.2 of the Handbook)

16. Meaningful community engagement and racial equity: Every project funded by the bond must satisfy community engagement and racial equity criteria below.

In the next question, provide a narrative of the process through which this project was selected and prioritized. Please check off each of the following as you address them in the narrative:

- ☒ When did planning and engagement take place? Is more engagement planned?
- ☒ Who is likely to use or benefit from this park, trail or natural area? Describe the demographics and location of the community for which this project is planned.
- ☒ What engagement strategies and methods did you use to connect with the community, particularly those who have been underrepresented in past public engagement processes? Describe their effectiveness and any lessons learned.
- ☒ Describe the format of the community engagement, the activities, questions posed etc.
- ☒ Report on who participated (number of community members who participated, participation of historically marginalized communities and relevant demographics).
- ☒ Summarize the feedback received. How did feedback from communities of color and other historically marginalized community members directly impact the project?
- ☒ Was this community engagement process different from processes you've used for similar projects? If you used partnerships (culturally specific, community-based, faith-based, etc.) please describe them.
- ☒ Did you report project outcomes back to the communities involved?
- ☒ How did you evaluate the engagement methods and activities? Did you solicit feedback from participants, staff or partners? What did you learn and how do you plan to incorporate this into future engagement?

17. Meaningful community engagement and racial equity (up to two pages, 8,000 characters)

Provide a narrative of the process through which this project was selected and prioritized. Include the answers to the above questions.

The future Frog Pond Park and connected acquisition were originally identified through several master planning sessions. Both community and pedestrian transportation masterplans identified the need for a centralized, community focused park property in the Frog Pond Neighborhood.

The City of Wilsonville also understands the need to meet the community where they are and approach outreach in new and unique ways. The Frog Pond West Acquisition Outreach is a leading project for such work in Wilsonville by focusing on reaching Wilsonville's marginalized communities in new ways. In a first of its kind effort to engage the community where they are, the team set out to better understand if this park acquisition was something the community desired.

The Wilsonville team focused on Strategic, Accountable, and Focused Engagement (S.A.F.E). The team looked to new methods of connecting with the community by activating key collaborations and building the foundation for meaningful relationships.

Situated in a new development and adjacent to a future primary school, the parcel will serve neighborhood residents as well as all community members who utilize the school.

Through an outreach strategy that leveraged key community relationships, the team was able to reach new and previously underrepresented community members. The City's Diversity, Equity, and Inclusion Committee (DEI) was tasked with taking the survey into their communities to gather input. The result of this task was a direct 13% increase in survey participation in the 3 days following the request to the DEI committee.

The team also attended a back to school event with the Wilsonville Family Empowerment Center. This annual event is focused on equipping families with needed supplies to send their children back to school. The team saw a 5% increase of survey interaction in the days following this event.

Another focus of the team's outreach was to target the neighborhoods that would be most impacted by the acquisition and future park. This focused engagement approach was a new method as well. The team hung almost 500 door hangers in the neighborhoods nearest to the property to encourage residents to participate in the survey. The team saw a 15% increase in interaction with the survey in the days following the door hanger distribution. Final survey results indicate that over 75% of responses came from residents in neighborhoods nearest to the property.

Thoughtful outreach and survey engagement were an important part of the team's engagement efforts, and which allowed for better understanding of demographic interactions. Through a set of survey questions, the team has been able to quantify demographic engagement for this acquisition: 20% of survey participants identified as Non White, 5.6% of survey participants identified as Living with a Disability, and 3.7% of survey participants identified as LGBTQIA++.

The team has been actively seeking evaluations on how the engagement effort was viewed by our partners. We have received positive feedback from the DEI Committee and The Family Empowerment Center that indicates a desire for continued partnership in engagement and outreach efforts. The team has also heard from many community members that they appreciated the opportunity to complete the survey and are looking forward to additional opportunities to add input.

18. Engagement plan

If an engagement plan was developed for this project, upload it on the next page.

- ☒ I uploaded it!
- ☐ Not applicable

Equity in contracting and workforce diversity (Section 5.1.2 of the Handbook and Contract and Workforce Equity memo)

19. Bond-funded projects must seek to achieve aspirational goals for workforce diversity and use of COBID contractors; work to reduce barriers to achieving these goals; and demonstrate accountability by tracking outcomes and reporting impacts.

Please address this in brief narratives that answer the following two questions:

- ☒ I got it!

20. Contractor equity (up to one page, 4,000 characters)

Describe your agency's current policies or practices to support expansion of equity in contracting. How will you implement them on this project? If none, what strategies will you employ to attract COBID contractors?

This project is an acquisition and does not include contracting.

21. Workforce equity goals (up to one page, 4,000 characters)

What policies does your agency currently follow to support diversifying the construction industry workforce and how will you apply these policies to your project?

This project is an acquisition and does not include contracting.

22. Workforce equity tiers

If you are a park provider with a local share allocation of \$400,000 or more, please identify the category that applies to the estimated capital construction cost of your project. Select 'Not applicable' if your project is a land acquisition:

- ☐ Tier 1 \$200,000 - \$2,000,000 • Workforce diversity tracking using certified payroll.
- ☐ Tier 2 \$2,000,000 - \$4,999,999 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Include anti-harassment/culture change programming
- ☐ Tier 3 >\$5,000,000 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Anti-harassment/culture change programming • Consider regional workforce agreement
- ☒ Not applicable

23. Workforce equity tiers (up to one page, 4,000 characters)

Please describe how your agency will implement the workforce equity elements associated with the tier you checked. Metro staff will work with you directly to rightsize contract and workforce equity goals for your project/set of projects.

This project is an acquisition and does not include contracting.

Avoiding gentrification and displacement (Section 5.2 of the Handbook)

24. Avoiding gentrification and displacement

Projects funded by the bond must employ strategies to prevent or mitigate displacement or gentrification that result from bond investments.

- ☒ I got it!

25. Demographics (up to one page, 4,000 characters)

What are the demographics (e.g. proportion of low income, people of color, and/or communities with limited English proficiency) of the population in the immediate vicinity of your project?

The property proposed for acquisition is situated in Frog Pond West. Frog Pond West Census Tract indicates 8% Hispanic, 6% two or more races, and 1% Black. The remaining 84% of residents in the Census Data Tract information identify as White.

The acquisition outreach and survey effort implemented by the Wilsonville team shows demographic information in a number of areas for the participants and has been included with this application.

26. Anti-displacement strategies (up to one page, 4,000 characters)

What anti-displacement strategies does your agency employ/will you consider to mitigate any negative impacts of your project on these at-risk communities?

The development of parks and natural areas that have passive and active recreation amenities have not been shown to affect housing prices. The Frog Pond West neighborhood that will directly benefit from this acquisition has many housing types.

Item 10.**Technical assistance (Section 11 of the Handbook)****27. Technical assistance (up to one page, 4,000 characters)**

What technical support do you anticipate you might need to successfully meet bond requirements?

We do not anticipate the need for technical support at this time.

Budget [top](#)

Budget	Local Share funds requested	Leveraged funds	Total Program Budget (Calculated)
Design/Architecture/Engineering			\$ 0.00
Permitting			\$ 0.00
Construction (including materials, equipment, 3rd party labor, etc)			\$ 0.00
Land Acquisition Costs	\$ 1,387,200.00		\$ 1,387,200.00
Costs associated with land acquisition (including appraisals, due diligence, surveying, etc)	\$ 0.00		\$ 0.00
"Capped Capital Costs" limited to 10% (local share provider staff time, overhead and indirect costs as defined by the IGA)			\$ 0.00
Contingency			\$ 0.00
Other (if needed, please provide other budget category descriptions below and details in the budget narrative)			\$ 0.00
Total	\$ 1,387,200.00	\$ 0.00	\$ 1,387,200.00

Budget Narrative

This budget is based on a site appraisal and agreed upon by both parties. Local Share is the sole source of funding for this acquisition. There are no additional funding sources being leveraged for the property acquisition. Infrastructure fee funds secured through the neighborhood development process will be leveraged for park construction. However with many competing demands and infrastructure needs the acquisition would simply not be possible without Local Share funds.

Scope and Outcomes [top](#)**Scope of work (See section 9 in Handbook)**

#	Schedule	Specific tasks	Responsible party
1.	Late 2022 (Completed)	Property Appraisal and Environmental Assessment	City Team
2.	Early 2023	Purchase and Sale Agreement Approval	City Council
3.	Early 2023	Open Escrow Account with Title Company	City Team
4.	Early 2023	Results of Final Appraisal and Assessment	City Team
5.	Early/Mid 2023	Final Price Agreed Upon	City Team
6.	Mid 2023	Property Purchase Approval	City Team
7.	Mid 2023	Finalize Funding (Metro Local Share)	City Team
8.	Mid/Late 2023	Fund and lose Escrow	City Team
9.			

Tracking outcomes

#	GOALS	OUTCOMES	DATA COLLECTION METHOD
1. Overall	The goal of this project is to acquire a property to be developed as a park as identified by equitable community outreach and engagement.	Acquisition	
2. Selected local share criteria	Engage new and future residents of the Frog Pond Community and our communities of color to determine the desire of acquisition of the identified property	Receive and implement meaningful community engagement	Survey with a local implementation and BIPOC focus.
3. Meaningful engagement	Provide Strategic, Accountable, Focused Engagement (S.A.F.E). Activate key collaborations and focus on localized implementation.	Meaningfully engage new and diverse areas of our community who may have been intentionally or implicitly overlooked in the past.	Demographic tracking and data around key collaboration date implementations utilizing a survey.
4. Climate resiliency	The acquisition of this property will be subject to the Urban Forest Master Plan as well as several other key climate resiliency initiatives within the city. The Wilsonville team understands that protecting trees, saving green spaces, and working along with nature not in opposition of nature is paramount in working on climate resiliency.	Acquire a nearly three acre green space that would otherwise certainly become a neighborhood development. After acquisition, bring forward a thoughtful design build process that maximizes climate resiliency initiatives within the community.	
5. COBID contract utilization and workforce diversity	N/A	N/A	N/A
6.			
7.			
8.			
9.			
10.			

Document Uploads [top](#)**Documents Requested ***

If an engagement plan was developed for this project, please upload.

For capital projects that are not acquisitions, upload project plan/design materials.

If you have prepared a full project budget, please upload.

If you have prepared a detailed scope of work, please upload.

OPTIONAL: If you have additional or supplemental information that falls outside of the standard document request, please upload.

Please attach a project map

Required?

Attached Documents *

[Equitable Outreach Plan as Shared Previously with Metro.](#)

[Survey Results.](#)



[Location Map](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 415007

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Property Location

Future Primary School Site

Proposed Acquisition Site



RESOLUTION NO. 3085**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR RECEIPT OF LOCAL SHARE FUNDS.**

WHEREAS, by approving Ballot Measure 26-203 on November 5, 2019, the electors of Metro approved and authorized Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife; and,

WHEREAS, the City of Wilsonville's allotment, through the local share component of the aforementioned bond, is \$1,557,445; and,

WHEREAS, the City of Wilsonville desires to use \$1,387,200 of the aforementioned bond funds to purchase a 2.93-acre parcel to develop a neighborhood park for the Frog Pond West neighborhood, on the terms and conditions set forth in the Intergovernmental Agreement by and between Metro, a metropolitan service district, and the City of Wilsonville attached hereto as **Exhibit A** (the "IGA").

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

Section 1. Findings. The City Council hereby adopts the above-stated recitals and the Staff Report accompanying this Resolution as the City Council's findings demonstrating that the regulations adopted herein are in the public interest and promote the health, safety, and welfare of the City of Wilsonville community.

Section 2. The City Council hereby authorizes the City Manager, on behalf of the City of Wilsonville, to execute an intergovernmental agreement with Metro in a form substantially similar to Exhibit A attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18th day of September, 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 by and between Metro, a metropolitan service district,
and the City of Wilsonville


Metro

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Intergovernmental Agreement
2019 Parks and Nature Bond Measure Local Share Program
Metro Contract No.
XXXXXX
INTERGOVERNMENTAL AGREEMENT
Metro –City of Wilsonville

This Intergovernmental Agreement (this "Agreement") dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and City of Wilsonville ("Park Provider") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Park Provider is a local government jurisdiction designated to receive \$1,557,445.00 (ONE MILLION FIVE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED FORTY-FIVE S AND 00/100 DOLLARS) of Allocated Bond Funds, a portion of which is being allocated pursuant to this Agreement. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process,

including formal identification of a project or projects. Metro has determined that Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

In Metro Resolution No. 21-5201, the Metro Council adopted a form of this Agreement, and authorized the COO to execute all agreements and amendments with park providers. The Parties now desire to enter into this Agreement to provide the terms and conditions under which Metro will provide a portion of the Allocated Bond Funds to Park Provider. Capitalized terms are defined within each section or in Section 27.

AGREEMENT

1. Identified Local Share Projects

1.1 Project List. Park Provider has identified a project or projects on which to spend a portion of Park Provider's Allocated Bond Funds. The Project List, attached as Attachment A to this Agreement, describes the projects. Park Provider's governing body has approved the projects on the Project List and Metro has determined during the Submittal Process that the projects meet the program requirements set forth in the Handbook and the Measure.

1.2 Addition of a Project. The Parties expect Park Provider may identify new projects to add to the Project List after the Effective Date of this Agreement. Park Provider may add projects to the Project List only if Park Provider's governing body has approved the projects and Metro has determined, during the Submittal Process, that the projects meet the program requirements set forth in the Handbook and the Measure. The Parties must amend this Agreement to add to the Project List before Metro will fund any additional projects identified after the Effective Date of this Agreement.

1.3 Removal of a Project. Park Provider may remove a project from the Project List by providing written notice informing Metro of Park Provider's determination that the project has become degraded, cost prohibitive, or otherwise unfeasible, is no longer in the best interest of the Park Provider, can be accomplished for less funds than estimated, or can be funded through other sources. Park Provider may then transfer the Allocated Bond Funds from the removed project to an existing project or a new project approved in accordance with Section 1.2 above.

2. Limitations of Funding

2.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides may not exceed the project cost for a particular project. Metro has no obligation under this Agreement other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

2.2 Local Funds and Leverage. Park Provider may not use Allocated Bond Funds to replace local funds on projects. When possible, Park Provider should use Allocated Bond Funds to leverage other sources of revenue.

2.3 Capital Costs. The Local Share Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are Capital Costs. As required by law, and based on Park Provider's own financial and accounting policies, Park Provider must spend all Allocated Bond Funds disbursed by Metro only on Capital Costs. Park Provider may not use Allocated Bond Funds for any Capital Costs incurred before April 30, 2020.

2.4 Capped Project Costs. Park Provider may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on a project-by-project basis and each Park Provider will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap. For example, if the total cost of a project is \$100,000 but the Project Cost is \$50,000, the amount of eligible Capped Project Costs for that project is \$5,000.

3. Real Property Acquisitions Requirements

3.1 General. To be eligible for funding under this Agreement, projects that involve the acquisition of real property interests are Acquisition Projects and must comply with the following requirements:

- A. Park Provider must hold title to the property in Park Provider's name;
- B. Park Provider must acquire the property interest from willing sellers and Park Provider

may not exercise any powers of eminent domain;

C. Park Provider must obtain an MAI appraisal (subject to no extraordinary assumptions) of the property in compliance with USPAP standards, and federal and ODOT right-of-way acquisition standards, if necessary, to confirm that the price paid by Park Provider does not substantially exceed the appraised fair market value; and

D. Park Provider must perform commercially reasonable due diligence, including, but not limited to, title reviews and environmental site assessments, to confirm there are no encumbrances, conditions or other issues that would materially restrict Park Provider's use of the property for a Bond Required Use.

3.2 Acquisition Project Payment Requests. Park Provider will request payment of funds for all Acquisition Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

3.3 Post-Acquisition Limitations on Sale and Use. Park Provider must maintain all real property and improvements acquired by Park Provider with Allocated Bond Funds for one or more of the Bond Required Uses. Park Provider may not sell or otherwise authorize the use of such property other than as a Bond Required Use unless Park Provider complies with all of the Post-Acquisition Restrictions set forth on Attachment C.

4. Capital Construction Projects: Requirements

4.1 General. All Construction Projects must be an improvement to real property owned by a State or local government as required by 26 CFR § 1.103-1.

4.2 Construction Project Payment Requests. Park Provider will request payment of funds for all Construction Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

4.3 Equity In Contracting, Workforce Diversity, Construction Pathway Careers Requirements. For all Construction Projects, Park Provider will comply with the Equity in Contracting, Workforce Diversity, and Construction Career Pathways Requirements for grants identified by Metro, as described in Attachment D.

4.4 Post-Construction Limitations on Sale and Use. Park Provider may not sell or otherwise authorize use of buildings or improvements funded pursuant to this Agreement unless the sale or use complies with all of the Post-Construction Restrictions set forth in Attachment C.

4.5 Notice of Material Changes. Park Provider will notify Metro of any events during construction that materially affect the Construction Project, including, without limitation (1) extensions to the Project schedule of more than 60 days, (2) increases to the total Project Cost of more than 10%, (3) any notices of default issued by Park Provider or other project lenders, or (4) any potential or current problems or challenges that could pose a risk to the Construction Project. Park Provider will provide Metro with any additional information Metro reasonably requests related to such events.

4.6 Third Party Indemnification. If Park Provider obtains an indemnification agreement from any third-party developer or general contractor for a project, Park Provider will contractually require such party to indemnify Metro to the same extent as the party indemnifies Park Provider.

5. Funding Recognition

5.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. This meeting may be a regularly scheduled meeting of the governing body, or it may be a special meeting. In either case, Park Provider must comply with Oregon Public Meetings law. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

5.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official

representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

B. Park Provider will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

C. At or before completion of any project, Park Provider will install permanent signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Park Provider upon request at no cost to Park Provider, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Park Provider. Metro will make its graphics available upon request at no charge to Park Provider.

D. When Park Provider opens the project to the public, Park Provider will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Park Provider will provide the Local Share Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

6. Reporting Requirements

6.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff to staff conferences as needed, an annual financial report, and an annual outcomes and impacts report as described in Section 6.1(C) below. Metro may revise any report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as requested by either

party by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

- B. Biannual Progress Reports. By June 30th and December 31st of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion. Progress Reports are an opportunity for Park Provider to summarize progress, identify successes and challenges of each project, and show that Park Provider has met the Measure goals and principles.

6.2 Annual Financial Report. On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Park Provider for a project, Park Provider will prepare a financial report using a template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Park Provider's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Park Provider to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 2.3, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Park Provider. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

6.3 Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Park Provider will prepare a report describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe each project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

7. Project Records, Audits and Inspections

7.1 Project Records. Park Provider will maintain comprehensive records and documentation relating to any project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other

evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Park Provider incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Park Provider spent Allocated Bond Funds. Project Records includes all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with any Project and any other records necessary to clearly document:

- A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;
- B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;
- C. Any cost and pricing data relating to this Agreement;
- D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and
- E. Any financial match or other contribution of funds from any other source relating to any project.

7.2 Maintenance of Project Records. Park Provider will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Park Provider will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Local Share Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement.

Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

7.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses that Metro is owed any sum of money, other than a nominal sum, or establishes that any portion of any claim made by Park Provider against Metro is not warranted, Park Provider will pay all costs incurred by Metro in conducting the audit and inspection. Metro may withhold payment of costs under this Section from any sum that is due or that becomes due to Park Provider.

7.5 Public Records Law. All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

8. Project Failure, Misuse of Allocated Bond Funds and Repayment

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will seek all available remedies from Park Provider for breach of this Agreement, including without limitation reimbursement to Metro of any costs related to Park Provider's breach, reallocation of Allocated Bond Funds to another Park Provider Project, and repayment with interest to Metro of Allocated Bond Funds. Acquisition Projects must close within 90 days after Metro disburses the requested funds and failure to meet this timeline is a breach of this Agreement. Park Provider will inform Metro if an Acquisition Project is not expected to close within 90 days and will confer with Metro to resolve Park Provider's breach. Construction Projects must start within 120 days after Metro disburses funds and failure to meet this timeline is a breach of this Agreement. Park Provider will inform Metro if a Construction Project is not expected to start within 120 days and will confer with Metro to resolve Park Provider's breach. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will confer with Metro to determine appropriate expenditure of the Allocated Bond Funds, which may include without limitation immediate repayment of the Allocated Bond Funds disbursed for the project. Park Provider acknowledges and affirms its obligations even if Park Provider's breach of the Agreement is no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates June 30, 2033. The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend. The provisions of Sections 3.3, 4.4, 5, 7, 8, 12 and 14 will survive the completion of any project. Notwithstanding the foregoing, all terms of this Agreement will terminate on June 1, 2040.

9.2 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

B. Metro will promptly document such default and notify Park Provider in writing of Metro's determination as required in Section 9.2(C) below. Notwithstanding any termination for cause, Park Provider will be entitled to receive payments for any work completed or for which Park Provider was contractually obligated on the date that Metro provided written notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. Before termination for cause, Metro will provide Park Provider with written notice of default that describes the reason(s) that Metro has concluded that Park Provider is in default and includes a description of the steps that Park Provider must take to cure the default. Park Provider will have 90 days from the date of the notice of default to cure the default, or a longer period that Metro may specify in its written notice (the "Cure Period"). If Park Provider does not cure the default within the Cure Period, Metro may terminate all or any part of this Agreement. Metro will notify Park Provider in writing of the reasons for the termination and the effective date of the termination, which will not be earlier than 90 days from the date of the notice of default. Park Provider will be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by Park Provider in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro

will not be obligated to make any payment other than for work specifically provided for in this Agreement.

D. Park Provider will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

E. If, after notice of termination, Metro agrees or a court finds that Park Provider was not in default or that the default was excusable, including but not limited to, a labor strike, fire, flood, epidemics, quarantine restrictions, freight embargoes, or other event that was not the fault of, or was beyond the reasonable control of Park Provider, Metro will allow Park Provider to continue work, or both Parties may treat the termination as a joint termination for convenience whereby the rights of Park Provider will be as provided in Section 9.3 below.

9.3 Joint Termination for Convenience. Metro and Park Provider may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Park Provider. Within 30 days after termination pursuant to this provision, Park Provider will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Park Provider's control.

10. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

11. Public Contracting Provisions; Compliance with Law

11.1 Public Contracting Provisions. Park Provider is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Park Provider and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

12. Indemnification; Limitation on Liability

12.1 Indemnification. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Park Provider will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney's fees in defense of Metro or any attorney's fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of Park Provider's performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by Park Provider, its officers, employees, agents, and contractors. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

12.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a Party's sole, joint or concurrent negligence.

13. Oregon Law; Forum

This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and Park Provider arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

Any notices permitted or required by this Agreement, other than payment requests required pursuant to Attachment B, must be in writing to the addresses set forth below and will be deemed given upon (A) personal service, (B) deposit in the United States Mail, postage prepaid, (C) deposit with a nationally recognized overnight courier service or (D) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time. All such notices will be deemed received as follows (A) upon personal service, (B) three days after deposit in the US Mail, postage prepaid, (C) one day after deposit with a nationally recognized overnight courier service or (D) on the date of delivery of the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

Park Provider's Designated Representative(s):

Attn: Dustin Schull, Parks Supervisor
 City of Wilsonville
 29600 SW Park Pl.
 Wilsonville, OR 97070
 Phone: (503)570-1544
 Email: dschull@ci.wilsonville.or.us

with copy to:

City Attorney's Office
 City of Wilsonville
 29799 SW Town Center Loop E
 Wilsonville, OR 97070

Metro's Designated Representatives:

Attn: Local Share Program Manager, Antonia Machado
 Metro Regional Center
 600 NE Grand Avenue
 Portland, OR 97232
 Email: antonia.machado@oregonmetro.gov

with copy to:

Office of Metro Attorney
 600 NE Grand Avenue
 Portland, OR 97232
 Email: michelle.bellia@oregonmetro.gov

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

16. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Park Provider without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments, exhibits and schedules constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

17. Amendment

The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

18. No Third Party Beneficiaries

Park Provider and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

19. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Park Provider and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any project funded with Allocated Bond Funds. This Agreement is not intended to be a contract that provides for the development or construction of any project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of any developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Park Provider to which Metro is not a party. Park Provider waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any project.

20. Other Agreements

This Agreement does not affect or alter any other agreements between Metro and Park Provider.

21. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of

the Parties.

22. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

23. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

24. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

25. Counterparts; Electronic Execution

This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures with respect to this Agreement.

26. Authority

Park Provider and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for Park Provider and Metro, respectively. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

27. Definitions

Acquisition Project means projects that involve the acquisition of real property.

Allocated Bond Funds means the total bond proceeds to be distributed by Metro to Park Provider under this Agreement.

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

Capital Costs means qualified capital costs, consistent with the Oregon Constitution and federal tax law, that are capitalizable under Generally Accepted Accounting Principles (GAAP) and under general federal income tax principles and may include the costs of real property acquisition and/or capital construction and improvements to real property.

Construction Projects means all projects funded with local share bond proceeds that are not Acquisition Projects and involve (A) construction of buildings and other improvements, (B) habitat restoration or habitat connectivity enhancements, (C) maintaining or developing public access facilities at public parks and natural areas, (D) design and construction of local or regional trails, or (E) enhanced or new learning/environmental educational facilities by Park Provider.

Handbook means the Local Share Handbook that includes requirements for each eligible local government park provider to receive its proportionate share of the Local Share Bond Funds.

Local Share Bond Funds means the \$92 million of bond proceeds to be distributed by Metro to local government park providers.

Overhead and Indirect Costs means costs whose benefits are not readily identifiable for a specific project but are necessary for the execution of each project.

Project Cost means the amount of Allocated Bond Funds Metro approved for each project.

Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

- Attachment A: Projects List
- Attachment B: Payment Request Requirements
- Attachment C: Post-Acquisition and Post-Construction Restrictions on Sale and Use

The Parties have executed this Agreement as of the Effective Date.

Metro

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: City of Wilsonville

B. PROJECT DETAILS:

1. **Project Name:** Frog Pond West Property Acquisition
2. **Project Contact Information:** Dustin Schull, dschull@ci.wilsonville.or.us
3. **Project Description:** Acquire and protect natural park land within a neighborhood that is currently being developed. Acquisition will provide neighborhood connectivity as well as safe routes to future primary school.
4. **Project Location:** 7035 SW Boeckman Road Wilsonville, OR 97070
5. **Acquisition Project OR Construction Project:** Acquisition Project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 1) submitted by City of Wilsonville.

The Park Provider and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** Natural Area or Park Land Acquisition; Fish and Wildlife Habitat Restoration and/or Habitat Connectivity
2. **Local Share Criteria:** Park provider selected one or more specific local share criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by City of Wilsonville.
3. **Climate Resilience Criteria:**
Park provider selected one or more specific climate resilience criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by City of Wilsonville.
4. **Community Engagement and Racial Equity Criteria:**
Park provider met meaningful engagement criteria and made a good faith effort to engage members of historically marginalized communities. Please refer to Local Share project application (Exhibit 1) submitted by City of Wilsonville.
5. **Strategies for avoiding gentrification/displacement:**
Park provider identified demographics of community in vicinity of project. Park provider described anti-displacement strategies its agency use or it will employ to mitigate impacts on at-risk communities. Please refer to Local Share project application (Exhibit 1) submitted by City of Wilsonville.

D. PROJECT REQUIREMENTS: The Project will comply with the following (collectively referred to as the “**Project Requirements**”):

1. **Project Budget:**

- a. Amount of Allocated Bond Funds Requested ("**Project Cost**") : \$ \$1,387,200.00 (ONE MILLION THREE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS)
- b. Description of other Project Funding: There are no additional funding sources being leveraged for the property acquisition. Infrastructure fee funds secured through the neighborhood development process will be leveraged for park construction. Leveraged funds total is not known at this stage of the project.
- c. Total Project Budget: \$ 1,387,200.00

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 1)

The property sale closing date is estimated for June 30, 2023. Jurisdiction will notify Metro by email of the precise closing date at least one month prior to the closing date.

3. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B)

City of Wilsonville will submit documentation required to Metro as outlined in section 3 of the agreement and Attachment B and Metro will make payment to title company via wire transfer.

ATTACHMENT B

Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

- A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.
- B. **Each Acquisition Project Funding Request must include:**
1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
 2. A closing statement that details the price of the property and all related closing costs.
 3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

Park Provider must submit the information through Metro's online system (ZoomGrants). Sensitive documents may be sent via other means to be arranged with the Local Share Program Manager. If Park Provider cannot submit Requisition Certificate through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

- C. **Upon Metro's receipt of an Acquisition Project Funding Request:** Metro's Local Share Program Manager will review the submitted documents to confirm compliance with the Submittal Process, or request additional information from Park Provider as needed. Metro will transfer funds to the escrow account within five (5) business days after receipt of all necessary documents from Park Provider.

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.
2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

B. Initial Advance Requests

1. **General:** Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.
2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.
3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

4. **Metro payment of Initial Advance Request:** Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.
2. **Each Reimbursement Request must include:**
 - a. Proof of payment of the Initial Advance until such time as the advance has been fully reported and spent down.
 - b. A Request for Reimbursement itemized statement of expenses for each Construction Project showing a schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the

itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.

- c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:
 - i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;
 - ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;
- d. Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

3. Metro payment of Reimbursement Request: : Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

4. Retainage. Metro may withhold not more than ten percent (10%) of the Project Costs until Metro approves Park Provider's final close-out report.

5. Final payments: Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

ATTACHMENT C
Post-Acquisition and Post-Construction Restrictions On Sale and Use

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

I. Post- Acquisition Restrictions:

Park Provider may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Park Provider certifies all of the following:

- A. Park Provider's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it purchased the property, was to use it for a Bond Required Use.
- C. In the event of a sale, Park Provider transferred the property to a non-federal public agency or jurisdiction.
- D. Park Provider provided Metro written notice of its intent to authorize the sale to a third party or change Park Provider's use of the property 180 days before the sale or change in use.
- E. Park Provider held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
- F. Metro approves Park Provider's determination of the appraisal value of the property pursuant to the following steps:

(1) At least 90 days before to making a final decision to sell or change the use of the property, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Park Provider purchased the property. The appraisals must be in compliance with USPAP standards

and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

(2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

G. If approved by Metro as provided above, then within 180 days after selling the property or authorizing the change in use of the property, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to the proceeds of the sale.

II. Post- Construction Restrictions:

Park Provider may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Park Provider may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Park Provider complies with all of the following:

- A. Park Provider's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- C. In the event of a sale, Park Provider transfers the property to a non-federal public agency or jurisdiction.
- D. Park Provider provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- E. Park Provider holds at least one public hearing regarding the matter, consistent with its

adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of such buildings or improvements pursuant to the following steps:

- (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
- (2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

G. Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to proceeds of the sale.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023		Subject: Resolution No. 3086 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute the Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement Staff Member: Dwight Brashear, Transit Director and Amanda Guile-Hinman, City Attorney Department: Transit/Legal	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input 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): Transit Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Agreement for distribution of State funds between TriMet and SMART.

EXECUTIVE SUMMARY:

HB 2017 created the Statewide Transportation Improvement Fund (STIF). Each transit agency receives 90% of the STIF funds generated from employees working within its jurisdiction – referred to as STIF Formula Funds.

The STIF Formula Funds are collected by the State, which distributes the STIF Formula Funds to designated Qualified Entities. Despite the City's efforts to have SMART designated as a Qualified Entity, the State designated TriMet as the Qualified Entity for the Portland metro region and SMART as one of the Subrecipients that will receive its STIF Formula Funds from TriMet.

Because of TriMet's designation as the Qualified Entity and SMART's designation as a Public Transit Service Provider (PTSP) and Subrecipient, TriMet and SMART must enter into an agreement for the disbursement of STIF Formula Funds from TriMet to SMART. TriMet, SMART, and the other Subrecipients under TriMet's jurisdiction as a Qualified Entity, negotiated terms of the agreement with input from Oregon Department of Transportation (ODOT) regarding the disbursement of STIF Formula Funds.

The STIF Formula Funds will be used by SMART to fund its projects/programs listed in Transit Master Plan Appendix B – Route Priorities (updated in 2018), which was incorporated into SMART's STIF Plan that was approved by the Oregon Transportation Commission. The STIF Plan was created to satisfy requirements set forth in the statewide plan process to receive and expend STIF Formula Funds.

This agreement is for the funding in Fiscal Years 2024 and 2025. Negotiations for this agreement were recently finalized and therefore the agreement is coming before City Council a few months into the start of the plan period.

EXPECTED RESULTS:

Upon execution of this agreement, TriMet will disburse funding that has accumulated since the beginning of the plan period. SMART will continue to implement its STIF Plan.

TIMELINE:

This agreement will be effective from July 1, 2023 to June 30, 2025. SMART is set to receive STIF Formula Funds collected beginning in fiscal year 2023 upon execution of the agreement, and regularly through the terms of the agreement.

CURRENT YEAR BUDGET IMPACTS:

Year Collected	Projected Revenue
FY 2024	\$3,797,227
FY 2025	\$3,797,227
Total	\$7,594,454

COMMUNITY INVOLVEMENT PROCESS:

The 2023 Transit Master Plan, adopted in July 2023, was not in place when the STIF plan was proposed; therefore, the previous adopted master plan was used to formulate the STIF plan.

SMART conducted an extensive two-year public involvement process to develop the 2017 Transit Master Plan. Businesses and community members identified needs and desires through workshops, interviews, two community surveys, public events, a citizen task force, and several other formats. A complete list of public participation efforts is detailed in the Transit Master Plan Public Involvement chapter and Appendix F.

From the planning process described above, SMART developed a route priority list that was adopted as part of the 2017 Transit Master Plan as Appendix B. The Council adopted Resolution No. 2700 in July 2018 that clarified Appendix B as part of SMART's work in creating its STIF Plan.

SMART worked with other transit agencies that are also Subrecipients of TriMet to ensure the most equitable terms that meet the requirements and goals of HB 2017.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

These service enhancements will respond to numerous public comments from the Transit Master Plan expressing a desire for more service. These enhancements will increase ridership, reduce traffic congestion, and improve the public transit experience for customers.

ALTERNATIVES:

The Council could choose not to adopt the agreement with TriMet and not receive STIF formula funds in the amount of \$7,594,454.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

A. Resolution No. 3086

1. Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement

RESOLUTION NO. 3086**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) SUBRECIPIENT AGREEMENT FOR FISCAL YEARS 2024 AND 2025.**

WHEREAS, the City Council for the City of Wilsonville adopted the 2017 Transit Master Plan (“Transit Master Plan”) on June 19, 2017; and

WHEREAS, the Transit Master Plan outlines future goals for the City of Wilsonville’s (“City”) transit system through South Metro Area Regional Transit (“SMART”) and supportive transportation options to meet the City’s mobility needs; and

WHEREAS, Appendix B – Route Priorities to the Transit Master Plan identifies a prioritized list of service enhancements that SMART intends to undertake should additional funding become available; and

WHEREAS, the Oregon State Legislature passed House Bill (HB) 2017 in 2017 that projects to provide additional transit funding to transit agencies throughout the State of Oregon; and

WHEREAS, the City adopted a Statewide Transportation Improvement Fund (“STIF”) Plan in order to receive STIF Formula Funds pursuant to ORS 184.758 and OAR Chapter 732, Divisions 40 and 42; and

WHEREAS, the State has designated TriMet as the Qualified Entity that will receive STIF Formula Funds from the State for all transit agencies in the Portland metropolitan area, including STIF Formula Funds due to the City; and

WHEREAS, TriMet and the City, by and through SMART, have negotiated the Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement attached hereto as **Attachment 1** regarding TriMet’s disbursement of STIF Formula Funds to the City.

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

Section 1. The City of Wilsonville authorizes the City Manager to enter into, on behalf of the City of Wilsonville and SMART, a Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement in substantially similar form to **Attachment 1** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18th day of September, 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 Berry

Councilor Dunwell

Councilor Linville

ATTACHMENT:

1. Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT No. GG230853EVL
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
STATEWIDE TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), is a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity (QE) designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758.

Pursuant to Resolution No. 22-12-69, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.

2. [City of Wilsonville/South Metro Area Regional Transit], a Public Transportation Service Provider (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Payroll Based Formula" means the portion of STIF funds disbursed per ORS 184.758(5), effective July 1, 2023.
7. "Population-Based Formula" means the portion of STIF Formula funds disbursed per ORS 184.758(3), effective July 1, 2023.
8. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
9. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.

10. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may include services designed to meet the needs of a specific user group, including for older adults and individuals with disabilities, for purposes such as health care, shopping, education, employment, public services, personal business, or recreation. Public Transportation Services must be designated and advertised as Shared-Ride Service.
11. "Public Transportation Service Provider" ("PTSP") means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services. Subrecipient is a Public Transit Service Provider.
12. "Qualified Entity" means a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
13. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
14. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
15. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
16. "Shared Ride Service" means a service where neither the operator nor any passenger may refuse to permit additional passengers that are otherwise complying with the operator's rules and policies.
17. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
18. "STIF Formula Fund" means the Statewide Transportation Improvement funds to be disbursed to TriMet conditioned upon the Commission's approval of TriMet's STIF Plan pursuant to ORS 184.758(2)(a) (effective July 1, 2023) and includes those funds distributed by TriMet as provided in the STIF Plan.
19. "STIF Formula Fund Cycle" means the time period of Fiscal Years 2024 (July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025) that is programmed in the STIF Plan.
20. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive STIF Formula Fund for Fiscal Year 2024-2025.
21. "Student Transit Services" means Public Transportation Services within the Subrecipient's service area that can feasibly and efficiently be used by students in grades 9-12.

RECITALS:

1. In 2017, the Oregon Legislature established the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. In 1985, the Oregon Legislature created the Special Transportation Fund (STF) to support elderly and disabled transportation services. In the 2020 First Special Session, the Oregon Legislative Assembly passed Senate Bill 1601 (2020 Or Laws Chapter 15), effective July 1, 2023. Upon the effective date, the former STF program will be merged into STIF program. The combined funds will be referred to as STIF Formula Funds distributed pursuant to ORS 184.758(2)(a). Consistent with the purpose of the former STF program, a portion of the STIF Formula funds under ORS 184.758(2)(a) shall be dedicated to transit services for older adults and individuals with disabilities, and will be included in the STIF Plan.
3. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. Unless approved by the Oregon Department of Transportation, STIF Formula Funds may not be used to supplant local and regional agency moneys currently dedicated to Subrecipient. .
4. The Commission has approved TriMet's STIF Plan for use of STIF Formula Funds for the period of Fiscal Year 2024 (beginning July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025). TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
5. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
6. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provides Public Transportation Services, as specified in this Agreement.
7. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more projects specified in the approved STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:**1. General**

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement, including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's approved STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds Program, including but not limited to the QE – Subrecipient Oversight Compliance Guide (the current version of the Compliance Guide as well as other STIF Formula Fund resources, which are available at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Reporting-and-Technical-Resources.aspx>) and all amendments and addendums to such resources, all of which are

incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A-F, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F. This Agreement is subject to any written agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.

- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.
- 1.3. TriMet affirms that it has all the necessary policies and procedures in place and will take all necessary steps to ensure timely and full distribution of STIF Formula Funds due and payable to Subrecipient. TriMet agrees that it will take all necessary action to ensure that it will not inhibit the distribution of STIF Formula Funds due and payable to Subrecipient so long as Subrecipient is in compliance with this Agreement, including the documents and laws and regulations referred to in Section 1.1 above.
- 1.4. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any lower tier subcontract/subaward entered into. Subrecipient shall require any subcontractor/subrecipient performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.5. Exhibit E reflects funding sub-allocations made by TriMet to Subrecipient and other Public Transportation Service Providers in TriMet's Area of Responsibility. Exhibit E, Part 1 reflects the methodology and disbursement factor for the Payroll-Based Formula funds. Exhibit E, Part 2 reflects the methodology and disbursement for the Population-Based Formula funds. Exhibit E Part 3 represents disbursement factor development methodology used by TriMet to allocate the Payroll-Based Formula Funds identified in Part 1. Subrecipient agrees that TriMet has shared all data used to develop the sub-allocation methods in Exhibit E with Subrecipient as relevant, included in its STIF Plan.
 - 1.5.1. Subrecipient and TriMet agree that the set funding amount for Population-Based Funds designated for Subrecipient and other Public Transportation Service providers in Exhibit E, Part 2 represents, to the extent possible and using the best available data, Subrecipient's share of the Population-Based funds as approved by the Oregon Transportation Commission.
 - 1.5.2. Subrecipient and TriMet agree that the funding amount for Regional Coordination funds, if any, of STIF Formula Funds designated for Subrecipient in Exhibit E, Part 1 represents, the amounts agreed upon by the HB 2017 Transit Advisory Committee, which is the advisory committee established pursuant to ORS 184.761.

- 1.5.3. Notwithstanding 1.4.2, if Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E, Part 1 represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.6. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.
- 1.7. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit E, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest, to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the current STIF Plan has been reached, or disbursed in accordance to the subsequent STIF Plan approved by the Commission. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
- 1.8. Once payments to Subrecipient have reached at least 75% of the Subrecipient's annual amount identified in the STIF Plan per Exhibit E, in the following quarterly allocation from ODOT, TriMet will first apply the agreed upon allocation percentages to all the Subrecipients and make adjustments to that allocation to ensure each Subrecipient is fully funded, assuming no shortages in funding from the approved STIF Plan is determined.
- 1.8.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit E will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.9. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule shown as "Plan Budget" on Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.10. Under the STIF Formula funding arrangement (1.6.1.9), the Subrecipient will receive quarterly disbursements as a lump sum. The Subrecipient assumes full responsibility for allocating the lump sum among the approved projects outlined in the STIF Plan.
- 1.11. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.
- 1.12. TriMet is not responsible for satisfying Subrecipient's budgetary shortfalls or remedying delays in funding to Subrecipient for any reason beyond TriMet's direct control.

2. Audit and Compliance Review

- 2.1. All audit and compliance review requirements shall be based on the written guidance provided by ODOT regarding the responsibilities of the QE to conduct oversight activities. This guidance, currently captured in "QE- Subrecipient Oversight Compliance Guide" dated June 2021, shall be incorporated by reference and any subsequent amendments to that guide shall be incorporated into the audit and compliance processes as outlined in this agreement. In the event the parties cannot

reach resolution, ODOT shall have responsibility to determine in writing any disagreements regarding implementation of the QE guidance.

- 2.1.1. Subrecipient oversight should not duplicate oversight in areas already monitored by ODOT, FTA, or otherwise evaluated through the independent audit process.
- 2.2. Subrecipient shall conduct an agreed-upon procedure (AUP) to satisfy the annual financial audit of the STIF Formula Funds received and expended by the Subrecipient pursuant to this Agreement and OAR 732-040-0015. AUP will be carried out by an independent licensed public accountant contracted by the Subrecipient in conjunction with the Subrecipient's annual financial audit or as a separately contracted out independent ad-hoc audit carried out by a licensed public accounting firm contracted by the Subrecipient. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.3. All financial audits prepared pursuant to Section 2.1 shall include the AUP engagement requirements, developed by ODOT, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide, and in accordance with Generally Accepted Government Auditing Standards (GAGAS), as well as annual expense testing as that meets the QE expense testing requirement as outlined in the QE- Subrecipient Oversight Compliance Guide. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1 and will be reimbursed to Subrecipient as a cost of the STIF Project or Projects from the Subrecipient's STIF allocation as included in the subrecipient's approved STIF Plan. The AUP and expense testing will be completed at the same time as the Subrecipient's annual financial audit if possible and results of the AUP and expense testing shall be submitted within 30 days of the submission of the finalized financial audit report, unless a change is mutually agreed by TriMet and Subrecipient.
- 2.4. If expense testing is performed by a third party auditor as authorized by the QE Subrecipient Guide, the results of the expense testing shall be submitted to TriMet within 30 days after finalized report has been issued by the auditor.
- 2.5. In conjunction with the above-described audit and expense testing, as directed in writing by ODOT, TriMet may request additional information regarding specific projects or services. Provided, however, that it is the intent of the parties that TriMet will not request additional information if doing so would be duplicative of audits previously performed by Subrecipient or ODOT. As such, TriMet may not request an additional audit if either ODOT or Subrecipient has previously performed an audit (1) that covered the same time period as the audit requested by TriMet; (2) involved a review of the information required by OAR 732-040-015; and (3) was otherwise consistent with any audit procedures or requirements set forth in an ODOT-approved guidance document.
- 2.6. Subrecipient shall be subject to periodic on-site compliance reviews, by TriMet, or a third-party auditor contracted by the Subrecipient, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide. The purpose of the compliance site review is to ensure that Subrecipient has appropriate and adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include, but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws,

compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug and alcohol regulations, charter and school bus, and safety and asset management.

- 2.6.1. This review shall occur at a frequency outlined in the QE- Subrecipient Oversight Compliance Guide or in amended guidance, and will not duplicate any materials that have already been tested as part of the completion of the annual AUP, expense testing, or any audits or reviews completed by ODOT or FTA during the period of review.
- 2.6.2. Alternative methods of this review (i.e., desk review) are acceptable, however, require prior approval by ODOT.
- 2.7. The following reports are required as part of the Subrecipient's annual Financial Statement audit, in conjunction with the AUP engagement and expense testing:
 - 2.7.1. When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor.

TriMet requires the following language to be included in the Subrecipient's Representation Letter to account for STIF Formula Funds, regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2024-2025 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.”

- 2.7.2. No later than 30 days after receipt of the auditor's financial report, Subrecipient will provide an electronic copy of the following documents to TriMet through the Nextcloud Dropbox or emailed to TriMet STIF Compliance Monitoring Team <STIFCompliance@TriMet.org>:
 - 2.7.2.1. Audited Financial Statement Report (or Annual Comprehensive Financial Report (ACFR)) and Single Audit, when applicable;
 - 2.7.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
 - 2.7.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
 - 2.7.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, when applicable;

2.7.2.5. Management Representation Letter with the representation language described in 2.7.1;

2.7.2.6. Agreed-Upon Procedures Report as required by ODOT as described in 2.2;

2.7.2.7. Any written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement, when applicable;

2.7.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;

2.7.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.

2.7.2.10. If applicable, Subrecipient will provide the asset inventory list as described in Exhibit C Capital Asset Requirements

- 2.8. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

Subrecipient shall ensure that its agreements or contracts with lower tier subrecipients or subcontractors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or contractor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. Unless already described under Section 2, Audit and Compliance, in addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
- 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted, no later than 30 days after adoption and in the same format as published for the public. A lower tier subcontractor or subrecipient is not required to submit its organization's annual budget to TriMet.
- 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:

- 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section must be submitted to TriMet no later than 30 days after receipt of the final results. A copy of information submitted under this Section 4.1.2 must be sent to TriMet no later than 30 days after submittal to the requesting agency.
 - 4.2.1. Subrecipient will provide TriMet with information that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit F, the ODOT STIF Formula Fund Reporting Requirements Overview.
- 4.3. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report shall also provide information confirming that the funds disbursed under OAR 732-042-0035(1) have been used to support transit services for older adults and individuals with disabilities. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 4.3.1. The quarterly reporting periods for each STIF Plan year are:
 - 4.3.1.1. January through March
 - 4.3.1.2. April through June
 - 4.3.1.3. July through September
 - 4.3.1.4. October through December
- 4.4. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 4.5. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 4.6. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan and any funds carried forward.
- 4.7. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including, an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient, TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:

- 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
- 5.2.2. The Subrecipient or its lower-tier subrecipient or subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;
- 5.2.2. TriMet determines that there are unresolved audit findings relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.4. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.5. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.6. Subrecipient terminates this Agreement; or
- 5.2.7. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all

claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of vehicles purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. To the extent allowed by Oregon law, Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

9. Funding

- 9.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly, as outlined in the schedule set forth in Exhibits A, D, and E.
- 9.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 9.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future revenues collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

10. Term

This Agreement shall be in effect from July 1, 2023 upon signature of both parties. Subrecipient may use STIF Formula Funds for allowable costs incurred after July 1, 2023 and through the term of

this Agreement, June 30, 2025, unless the Agreement is terminated earlier as provided in this Agreement.

11. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

Program Manager for Reporting and Compliance:

Erika Turney, Grants Manager
101 SW Main St., Suite 500
Portland, OR 97204
503.962.4832
turney@trimet.org, or
STIFCompliance@trimet.org

Program Manager for STIF Program Questions:

Tom Mills, Director of Planning and Policy
101 SW Main St., Suite 700
Portland, OR 97204
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Dwight Brashear, Transit Director, South Metro Area Regional Transit
29799 SW Town Center Loop
Wilsonville, OR 97070
503-682-7790 ext. 1576brashear@ridesmart.com

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

12. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

13. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party

commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

14. Entire Agreement/Authority

- 14.1. This Agreement, which includes the attached Exhibits A-F constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.
- 14.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 14.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- 14.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET

Subrecipient

By: Nancy Young-Oliver
Chief Financial Officer (CFO)

By: _____

Signature: _____

As Its:

Date: _____

Date: _____

Approved as to form

By: _____
 [PTSP] Attorney

EXHIBIT A

SPECIFIC AGREEMENT PROVISIONS

Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its lower-tier subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.

1. Disbursement and Recovery of STIF Formula Funds.

A. Disbursement Generally. TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

- i. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse funds to the Subrecipient as outlined in Exhibit E. TriMet will make disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
- ii. TriMet will provide a written summary of total funds received and total funds disbursed with each disbursement made under this Agreement to all Subrecipients.

B. STIF Plan Budget Revisions. In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager for Reporting and Compliance. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

2. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to TriMet as follows:

A. Organization and Authority. Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or

notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Retention of Records and Audit Expenses

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** Subject to the applicable limits of the Oregon Constitution and the Oregon Tort Claim Act, Subrecipient shall indemnify and hold harmless TriMet from the cost of any audits or special investigations to the extent arising from or related to Subrecipient's use of STIF Formula Funds in breach of this Agreement or applicable law. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to

regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.

B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project in compliance with all applicable procurement laws and policies.

5. Termination

A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- B. **Effect of Termination.** The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:
- i. Has already accrued hereunder;
 - ii. Comes into effect due to the expiration or termination of the Agreement; or
 - iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

6. General Provisions

- A. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of TriMet on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 12 Communications of the Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and

subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.

- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an “officer,” “employee,” or “agent” of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT B

SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

Subrecipient shall obtain and provide, and require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Subrecipient for subcontractor's performance under its sub agreement: i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Subrecipient shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a sub agreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the Subrecipient is a party.

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

- III. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and

"Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Subrecipient or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

EXHIBIT C

CAPITAL ASSET REQUIREMENTS

The terms of Exhibit C applies to all Recipients who purchased Capital Assets with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased or leased in whole or part with STIF Formula Funding during the period of its useful life or until disposition.
2. Subrecipient shall inventory Capital Assets purchased or leased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase or lease, purchase price, amount of STIF Formula Funds contributed to the purchase or lease, the source of other funds, if applicable, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
 - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
 - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
 - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
 - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
 - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
 - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
 - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
 - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
 - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
 - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.

6. Subrecipient: shall:

- i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset to reinvest in a future STIF Plan capital Project or return the net proceeds to ODOT. Net proceeds are the asset's original value less disposal proceeds, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
 - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
 - v. Maintain insurance or self-insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as the primary security interest holder, subject to the following additional requirements:
 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), must be listed on the vehicle title as the secondary security interest holder.
 2. If the vehicle was purchased with federal funds in addition to STIF Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
- i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or

- ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.

EXHIBIT D SUBRECIPIENT SCOPE OF WORK

Sub-Recipient Contact Information

- Name of Organization: City of Wilsonville
- Contact Person: Dwight Brashear, Transit Director, South Metro Area Regional Transit
- Address: 29799 SW Town Center Loop, Wilsonville, OR 97070
- Telephone: 503-682-7790 ext. 1576
- E-Mail: brashear@ridesmart.com
- FAX: 503-685-9180

TriMet Contact for Reporting and Compliance:

- Contact Person: Erika Turney, Grants Manager
- Address: 101 SW Main St., Suite 500, Portland, OR 97204
- Telephone: 503.962.4832
- E-Mail: STIFCompliance@trimet.org and/or turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director, Mobility Planning & Policy
- Address: 101 SW Main St., Suite 400, Portland, OR 97204
- Telephone: 503.962.4883
- E-Mail: millst@trimet.org

Term of Contract:

7/1/2023 thru 6/30/2025

Total FY24-25 STIF Formula Funds (with unspent funds/interest from prior STIF Plan): \$ 9,314,454

Total New FY24-FY25 STIF Formula Funds (no unspent funds/interest): \$7,794,454

DESCRIPTION OF PROJECTS

City of Wilsonville will conduct the following activities with FY24-25 Statewide Transportation Improvement Formula Funds and Population Based Formula received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Electric & CNG Fleet Procurement	Buy or provide match for alternative fuel buses to include 6 CNG cutaways, purchase & install of electric charging infrastructure, construction match for facilities expansion, and construction/expansion for bus stops/amenities	Task 1: Vehicle purchase
			Task 2: Vehicle Purchase
			Task 3: Equipment purchase
			Task 4: Facility Purchase
			Task 5: Preventive Maintenance

2	Operations	Provide express service between Tualatin Park and Ride and Wilsonville Transit Center using RCP funding; continue funding for existing service on Route 1X, Route 2X in-town service, and Route 7; provide weekday service between Wilsonville Transit Center and Clackamas Town Center with limited stops using RCP funding; provide Dial-a-Ride transportation service to medical facilities in the greater metro area; provide medical shuttle service to Meridian Medical Center; and provide express service between Wilsonville and Woodburn	Task 1: Operations
			Task 2: Operations
3	Planning and Administration	Costs of administering the STIF program and audit costs; approximately two full time equivalent positions for TOD customer service and ongoing costs associated; create plan/study to understand the future need for transit services in the Basalt Creek area; Program Reserve allows for up to an additional 10% of total projected agency funding to accrue. This is designated to support current STIF plan projects if project expenses exceed total planned expenses or if other funding (match) sources are reduced.	Task 1: Project Administration
			Task 2: Communications
			Task 3: Planning
			Task 4: Program Reserve

PLAN BUDGET:

STIF Plan Project Number	FY24	FY25	Prior Biennia STIF Funds Unspent	Prior Biennia Interest Unspent
1	\$ 430,000	\$ 1,110,000	\$	\$
2	\$ 2,129,227	\$ 3,049,227	\$ 1,500,000	\$ 20,000
3	\$ 513,000	\$ 563,000	\$ 0	\$ 0
Subtotal	\$ 3,072,227	\$ 4,722,227	\$ 1,500,000	\$ 20,000
Grand Total (all funds):	\$ 9,314,454			
Grant Total (new funds):	\$ 7,794,454			

REPORTING:

Plan Outcomes	FY24-25 Plan	Quarterly Report	Annual Report
Revenue Miles	1,414,052	X	
Revenue Hours	65,734	X	
Rides	280,440	X	
Number of new shared stops with other transit providers	6	X	

Number of students in grades 9-12 served by demand response	n/a	X	
Number of students in grades 9-12 with free or reduced fares	1,212	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	80,796		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	10,750		X
Number of students in grades 9-12 attending a school served by transit	1,212		X
Number of rides to students in grades 9-12	6,302		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households			X
Expanded routes or services to areas with a high percentage of low-income households			X
Reduced fares in communities with a high percentage of low-income households			X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more			X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area			X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service			X
Implementation of programs to provide student transit service for students in grades 9-12			X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds		X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers			X
Audit Reports			
Copy of financial audits, including STIF procedures			X

EXHIBIT E
STIF FUNDING DISBURSEMENT FORMULA

EXHIBIT E PART 1

Payroll-Based Formula

	Step 1:	Step 2:	Step 3:	Step 4:	
FY24 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	Not to Exceed FY24 STIF Payroll Based Formula Funds Plan
Jurisdictions	Multiply total by disbursement factor for each jurisdiction	Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY24 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.95078072			0.11822251	\$ 69,134,666
Clackamas County	0.00874575	\$ 195,000		0.05485343	\$ 2,034,702
Multnomah County	0.00117914	\$ 236,500		N/A	\$ 1,201,000
Washington County	0.00572522	\$ 700,216		N/A	\$ 3,223,365
City of Wilsonville - SMART	0.02197322	\$ 426,193		N/A	\$ 2,755,000
Canby Area Transit	0.00539101	\$ -	0.06263100	N/A	\$ 432,921
Sandy Area Metro	0.00233753	\$ 137,500		0.01785235	\$ 862,953
South Clackamas Transportation District	0.00386741	\$ -		N/A	\$ 408,256
City of Portland Streetcar	N/A	\$ -		0.61265121	\$ 3,000,000
Ride Connection	N/A	\$ -		0.1964205	\$ 961,822
Subtotal		\$ 1,695,410			\$ 84,014,684

	Step 1:	Step 2:	Step 3:	Step 4:	
FY25 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	Not to Exceed FY25 STIF Payroll Based Formula Funds Plan
Jurisdictions		Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY25 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.950780720	N/A		0.09801122	\$ 51,267,000
Clackamas County	0.008745750	\$ 220,878		0.05394116	\$ 2,600,741
Multnomah County	0.001179140	\$ 248,750		N/A	\$ 1,079,000
Washington County	0.005725220	\$ 755,362		N/A	\$ 3,474,099
City of Wilsonville - SMART	0.021973220	\$ 428,000		N/A	\$ 4,405,000
Canby Area Transit	0.005391010	N/A	0.08055586	N/A	\$ 450,231
Sandy Area Metro	0.002337530	\$ 87,500		0.01713599	\$ 682,921
South Clackamas Transportation District	0.003867410	N/A		N/A	\$ 239,256
City of Portland Streetcar	N/A	N/A		0.58806728	\$ 3,000,000
Ride Connection	N/A	N/A		0.24284435	\$ 1,238,860
Subtotal		\$ 1,740,491			\$ 68,437,108

EXHIBIT E PART 2

Population-Based Formula

FY24 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY24 STIF Population Based Formula Funds Plan
Jurisdictions		New FY24 Population Based Formula Funds Per FY24-25 STIF Plan
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,550
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,345
Total	\$ 1,227,345	\$ 4,909,381

FY25 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY25 STIF Population Based Formula Funds Plan
Jurisdictions		New FY25 Population Based Formula Funds Per FY24-25 STIF Plan
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,549
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,346
Total	\$ 1,227,345	\$ 4,909,381

EXHIBIT E PART 3
Disbursement Factor Development Methodology

Area	2020 QCEW		Percent out of TriMet District	ODOT STIF Formula Fund Allocation		
	Total Pay	Payroll Tax		FY 2024	FY 2025	Total
Clackamas County Total						
Within TriMet Service District	\$7,016,749,380	\$7,016,749				
Outside TriMet Service District	\$2,321,479,836	\$2,321,480		\$2,321,003	\$2,439,061	\$4,760,064
	\$9,338,229,216	\$9,338,229.22				
Sub-County Allocation						
Clackamas County	\$540,785,839	\$540,786	23.29%	\$540,675	\$568,176	\$1,108,851
South Clackamas Transportation District (SCTD)	\$239,137,961	\$239,138	10.30%	\$239,089	\$251,250	\$490,339
City of Wilsonville	\$1,063,668,349	\$1,063,668	45.82%	\$1,063,450	\$1,117,542	\$2,180,992
City of Canby	\$333,348,510	\$333,349	14.36%	\$333,280	\$350,232	\$683,512
City of Sandy	\$144,539,177	\$144,539	6.23%	\$144,509	\$151,860	\$296,369
Subtotal	\$2,321,479,836	\$2,321,480		\$2,321,003	\$2,439,061	\$4,760,064
Washington County Total						
Within TriMet Service District	\$19,518,639,792	\$19,518,640				
Outside TriMet Service District	\$649,041,327	\$649,041		\$690,524	\$725,647	\$1,416,171
	\$20,167,681,119	\$20,167,681.12				
Sub-County Allocation						
Washington County	\$354,014,315	\$354,014	54.54%	\$376,641	\$395,798	\$772,439
City of Wilsonville	\$295,027,012	\$295,027	45.46%	\$313,883	\$329,849	\$643,732
Subtotal	\$649,041,327	\$649,041		\$690,524	\$725,647	\$1,416,171
Multnomah County Total						
Within TriMet Service District	\$32,255,337,212	\$32,255,337				
Outside TriMet Service District	\$72,911,229	\$72,911		\$66,940	\$70,345	\$137,285
	\$32,328,248,441	\$32,328,248.44				
Data Sources:	Oregon Employment Department Revised by OED April 2022			Oregon Department of Transportation December 2021		

Jurisdiction	2020 Payroll [QCEW Data]	FY24-25 STIF Disbursement Rate [Rounded to 8 decimals]
TriMet	\$58,790,726,384	0.95078072
Clackamas County	\$540,785,839	0.00874575
Multnomah County	\$72,911,229	0.00117914
Washington County	\$354,014,315	0.00572522
SMART	\$1,358,695,361	0.02197322
Canby	\$333,348,510	0.00539101
Sandy	\$144,539,177	0.00233753
SCTD	\$239,137,961	0.00386741
Total	\$61,834,158,776	1.00000000

EXHIBIT F**Statewide Transportation Improvement Fund Formula
Fund Reporting Requirements Overview**

The Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview, and as may be amended, is incorporated by reference and made a part of this Agreement. The current version is available here:

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Formula-Reporting-Requirements-Overview.pdf>



CITY COUNCIL MINUTES

August 21, 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, August 21, 2023. Mayor Fitzgerald 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
 Councilor Linville
 Councilor Berry
 Councilor Dunwell

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
 Bryan Cosgrove, City Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Kris Ammerman, Parks and Recreation Director
 Mark Ottenad, Public/Government Affairs Director
 Ronak Sameer-Asita, Administrative Intern
 Stephanie Davidson, Assistant City Attorney

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

The Mayor requested a motion to approve the agenda with an amendment to the order. The Mayor explained there was a resident whom desired to speak under public comment. Therefore, the Mayor asked for an amendment to have public comment, in front of Mayor's business.

Motion: Moved to approve the agenda as described.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

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.

Barbara Lucas, Wilsonville resident, asked Council to consider placing power lines near Canyon Creek Apartments underground.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on the following:

Taskforce to Study WES Extension to Salem

- State Representative Courtney Neron and Senator Aaron Woods sponsored a bill in this year's Oregon legislative session to study extension of the Westside Commuter Express train to Salem/Keizer.
- House Bill (HB) 2662 had bi-partisan sponsorship and received a unanimous approval by the Joint Transportation Committee, the bill died before the session was over, and it was not able to get full consideration.
- The Offices of Representative Neron and Representative Kevin Mannix of Keizer are working to advance a study of extending the WES commuter train service linking the Portland metro area with Salem/Keizer metro region.
- The Mid-Willamette Valley Council of Governments—a voluntary association of over 40 local governments that include Marion, Polk, and Yamhill counties, 32 cities, 7 special districts, and the Confederated Tribes of the Grand Ronde—was planning to launch in September the Willamette Valley Commuter Rail WES Extension Work Group.
- Participants in the WES Extension Work Group comprises all of the supporters of HB 2662, including:
 - The North Willamette Valley cities of Aurora, Donald, Hubbard, Keizer, Salem, Wilsonville, and Woodburn.
 - Portland & Western Railroad, operator of the WES commuter train.

- Salem Mass Transit District or “Cherriots,” Wilsonville’s SMART South Metro Area Regional Transit, Tri-Met, Woodburn Transit and Yamhill County Transit.
- Area state legislators and representatives of members of the Oregon Congressional Delegation.
- Issues to study for a potential WES extension include land-use, railroad improvements, operations, train stations, and last-mile connections to businesses and residences.
- As traffic congestion on the South Portland Metro and North Willamette Valley I-5 corridor continues to worsen with a growing population, commuters could welcome a public-transit alternative unaffected by ever-increasing highway traffic congestion.
- As ODOT undertakes the I-205 Toll Project and Regional Mobility Pricing Project (RMPP) for tolling all lanes of I-5 and I-205 in the Portland metro region from the I-5 Boone Bridge to the Interstate Bridge, issues of impacts to low-income populations of tolls to North Willamette Valley commuters will surface.
- Mayor Frank Lonergran of Woodburn, with whom the Mayor spoke with during the recent Oregon Mayors’ Conference and the Woodburn Fiesta had agreed to chair the work group.
- The Mayor suggested that Council consider having one or two members sitting on the committee as City of Wilsonville representatives.
- It was shared that Dwight Brashear, Transit Director would represent SMART on the committee.

The Mayor shared the following events that occurred since Council last met:

Korean War Memorial 70th Anniversary Armistice Commemoration and Interpretive Center Preview

- Governor Tina Kotek and close to 400 people attended the ceremony.

Oregon Mayors’ Association Summer Conference (OMA) Summer Conference

- The Mayor attended the OMA Summer Conference in Hood River.
- This event provided an opportunity for mayors from across Oregon to gather, network, and attend educational sessions.
- Issues that mayors discussed included the homelessness crisis, broadband equity and access, and working with ODOT to accomplish transportation projects.
- In addition, attendees toured Hood River to see their urban renewal projects.
- The Mayor thanked her husband for being on a panel to speak about being a spouse of an elected official.

Safety and Recreation Facilities Tours

- Over the past two weeks, Council and staff toured a number of different public-safety facilities and recreational facilities as part of the Community Service Block Master Plan project.

Boeckman Road Corridor Project Groundbreaking

- The prior week Council members participated in a groundbreaking for the Boeckman Road Corridor Improvement Project.

- This extensive project included:
 - Building a new bridge over Boeckman Creek and removing culverts that block migrating fish.
 - Installing new sidewalks, bike lanes and a creek side trail.
 - Providing other key infrastructure work as the City works with developers to build-out the Frog Pond East, West and South neighborhoods of East Wilsonville.

Lastly, the Mayor announced the next Council meeting was scheduled for Thursday, September 7, 2023.

COMMUNICATIONS

5. Representative Courtney Neron End of Legislative Session Presentation

State House Representative Courtney Neron provided a summary of the 2023 legislative session. The presentation detailed the legislature's work to pause tolling on I-205 and to advance policies that support affordable housing, reducing homelessness, strengthening schools, mental health advocacy, addiction treatment, improved health care and childcare access, public safety, and economic development. The PowerPoint has been added to the record and forwarded to Council.

In closing, Representative Neron invited Council and the audience to a "constituent coffee," she was hosting on August 25, 2023 at the Wilsonville Library.

Council questions and comments followed the presentation.

Council appreciated Representative Neron's work and she likewise appreciated Council for their regular communication.

6. Vietnamese Community of Oregon

Thao Tùr, President of the Vietnamese Community of Oregon, read a proclamation encouraging the City's recognition of the Vietnamese Heritage and Freedom Flag as the official symbol of Oregon's 37,000 Vietnamese-Americans.

Following the presentation the Council, Thao Tùr, and other members of the Vietnamese Community of Oregon posed for pictures with the Vietnamese Heritage and Freedom Flag.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Akervall

Reported on the following meetings she attended since Council last met:

- Washington County Coordinating Committee on August 14, 2023
- Boeckman Creek Interceptor and Trail Project Open House on August 17, 2023
- Urban Renewal Town Center Feasibility Study Task Force on August 21, 2023

Councilor Akervall shared the Wilsonville Child Care Provider Consortium scheduled for August 17, 2023 had been postponed until after Labor Day.

In closing, Councilor Akervall recalled that the City of Wilsonville “Party in the Park” was to take place on August 24, 2023.

8. Councilor Linville

Councilor Linville shared she along with other Councilors attended the Boeckman Road Corridor Project Groundbreaking on August 16, 2023.

Councilor Linville reported she planned to participate in the following:

- National Overdose Day on August 31, 2023
- Wilsonville-Metro Community Enhancement Committee on August 29, 2023
- Opioid Settlement Prevention Treatment, and Recovery Board on September 6, 2023
- Greater Portland Inc. (GPI) Economic Summit on September 21, 2023
- GPI Small Cities Consortium date to be announced

9. Councilor Berry

Councilor Berry announced that over the past couple of weeks she attended the Safety and Recreation Facilities Tours.

Councilor Berry reported she planned to attend these subsequent events:

- Party in the Park on August 24, 2023
- Wilsonville-Metro Community Enhancement Committee on August 29, 2023
- Tourism Promotion Committee on September 6, 2023

10. Councilor Dunwell

Councilor Dunwell recognized and thanked the representatives of the Vietnamese Community of Oregon, whom were in the audience.

Councilor Dunwell reported on the subsequent events she attended:

- Safety and Recreation Facilities Tours
- French Prairie Forum on July 19, 2023
- Korean War Memorial Ceremony on July 29, 2023
- Boeckman Road Corridor Project Groundbreaking on August 16, 2023
- Wilsonville Rotary Through A Child’s Eyes (TACE) event at Coffee Creek on August 12-13, 2023

Councilor Dunwell announced these upcoming events:

- Fentanyl Awareness Day was on August 31, 2023
- Parks and Recreation Department’s Free Movies in the Park ends on August 25, 2023

CONSENT AGENDA

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

11. **Resolution No. 3073**

A Resolution Of The City of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Sofia Playground Replacement Project.

12. **Resolution No. 3078**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With 3 Kings Environmental, Inc. For The Demolition Of The Kiva Building (CIP # 8153).

13. **Resolution No. 3080**

A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One Battery-Electric Replica Trolley From Schetky NW Sales, Inc.

14. Minutes of the July 17, 2023 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Akervall.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

15. **Resolution No. 3046**

A Resolution Of The City Of Wilsonville Establishing And Imposing Just And Equitable Parks, Recreation And Off Street Trail Facilities Systems Development Charges And Repealing Resolution No. 2133.

The City Attorney read the title of Resolution No. 3046 into the record.

The Mayor read the public hearing format and opened the public hearing at 8:20 p.m.

Kris Ammerman, Parks and Recreation Director along with FCS Group consultants John Ghilarducci, Tim Wood, and Zechariah Hazel summarized the staff report on the Park System Development Charge (SDC) Methodology Analysis the PowerPoint had been made part of the record.

Councilor comments and questions followed the presentation.

The Mayor invited public testimony, seeing none the Mayor closed the public hearing on Resolution No. 3046 at 8:43 p.m.

The Mayor then requested a motion on Resolution No. 3046.

Motion: Moved to adopt Resolution No 3046.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Councilor Akervall acknowledged, while it was not enjoyable to raise the cost for anything, it is part of the decisions Council must make. In addition, it was important in order to keep providing the excellent neighborhoods that Council desires in the City of Wilsonville.

The Mayor reiterated that Council was looking at a way of indexing and carrying the standard of the City forward for many more years.

Councilor Dunwell agreed with the comments. She added the recommended SDC landed the City right in the center, which it appears to be fair and equitable.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

CITY MANAGER'S BUSINESS

There was no report.

LEGAL BUSINESS

The Assistant City Attorney gave a high-level overview of a few state laws that would soon take effect. These laws affect the public procurement processes and requirements. It was explained in order to comply with the new state laws the City Code on public contracting would require updating.

The City Attorney added that these new laws go into effect on September 24, 2023. However, staff would not have the code amendments prepared by then. Therefore, staff would be asking Council for authorization to adhere to the new state thresholds in lieu of the local code at a future Council meeting. That is until staff can prepare the necessary code updates.

The City Attorney advised that another new law that would soon go in effect was mandatory training for Councilors. The City Attorney said Councilors most likely already take part in these trainings when attending League of Oregon Cities conferences. The second new law the City Attorney informed the Council about was a do not reply all bill. The bill now establishes state law that serial communications are considered as convening a public meeting. Therefore, staff reiterated the importance of not replying all.

ADJOURN

The Mayor adjourned the meeting at 8:55 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023	Subject: Ordinance No. 881- 1st Reading An Ordinance of the City of Wilsonville Adopting Wilsonville Code Sections 10.800 through 10.870 Governing Parking in City-Owned Parking Lots Staff Member: Amanda Guile-Hinman, City Attorney Department: Legal	
Action Required <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 18, 2023 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: September 18, 2023 <input type="checkbox"/> Ordinance 2 nd Reading Date: October 2, 2023 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <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 Ordinance No. 881 on 1 st Reading.		
Recommended Language for Motion: I move to adopt Ordinance No. 881 on 1 st Reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider adopting code provisions delegating authority to the City Manager, or designee, to establish parking rules in City-owned public parking lots.

EXECUTIVE SUMMARY:

Recent changes in state law have raised the question of whether the City should consider imposing time limits for parking in City-owned public parking lots. Namely, the state has generally limited the City's ability to impose minimum parking requirements for new development. Additionally, as part of the City's response to HB 3115 (2021) regarding camping on public property, the City offers a portion of its City Hall parking lot for limited-duration vehicle camping – 9 pm to 7 am.

At the August 21, 2023 work session, the Council considered whether to adopt regulations imposing new time limits for the public to park in City-owned parking lots, and if so, what type of regulations should be adopted. The Council's preference was to delegate authority to the City Manager to adopt parking rules for the City-owned public parking lots.

This staff report provides the context for the Council's consideration of new regulations concerning City-owned parking lots and reviews the regulations in the proposed Ordinance No. 881.

1. Background

a. State-Mandated Exemptions to City Parking Minimums

With the adoption of new state regulations under the state's Climate Friendly and Equitable Communities (CFEC) policy, the state significantly limited local jurisdictions' ability to impose minimum parking requirements on many new developments. Most properties within the city limits are exempt from the City's regulation of parking minimums. Only Charbonneau, part of Frog Pond, and the northwest area of the City are outside of the areas exempt from parking minimums.

As parts of the City develop or redevelop, such as Town Center, parking may become an increasing concern. It is possible that City-owned parking lots will be utilized by residents, customers, and employees of surrounding properties as overflow parking. The City does not currently have a mechanism to regulate the use of its parking lots.

b. City Response to HB 3115

HB 3115 requires all cities and counties that regulate acts of sitting, lying, sleeping, or keeping warm and dry outdoors on public property to have objectively reasonable time, place, and manner regulations with regards to persons experiencing homelessness. The new law went into effect on July 1, 2023. In response to the mandate in HB 3115 to adopt objectively reasonable time, place, and manner regulations, the City adopted Ordinance No. 879 and Resolution No. 3058, which established two designated areas for camping for survival – one for vehicle camping and one for non-vehicle camping. The vehicle camping designated area is located in part of the western portion of the City Hall parking lot, and camping in the designated area is allowed from 9 pm to 7 am. Camping at any other time or in any other location outside of the designated areas is prohibited under the new City regulations.

A potential concern has arisen of how to distinguish vehicle camping from parking in the City Hall parking lot. In other words, what prevents a person from “camping” overnight in the designated area and “parking” during the day in the City Hall parking lot, thereby circumventing the intent of the City’s new camping for survival regulations? While this issue has generally been avoided through consistent outreach and education by the City’s Code Compliance Coordinator, it raises the question of whether a regulation regarding parking should be considered. Coupled with the potential overflow parking issues the City may realize due to the state-mandated exemptions from minimum parking requirements, consideration of time limits in City-owned parking lots is timely.

2. Proposed New Wilsonville Code Provisions

Based on Council’s feedback from the August 21, 2023 work session, staff drafted new code provisions modeled off of jurisdictions like Tualatin and Ashland that delegate authority to the City Manager to establish appropriate parking regulations, where needed. This will allow the City to quickly respond to specific needs for each City-owned parking lot. Ordinance No. 881 (**Attachment 1** attached hereto) seeks to add Section 10.800 through 10.870 to the Wilsonville Code (Exhibit A to Ordinance No. 881). Below is a summary of the key regulations proposed in Exhibit A:

- Delegates authority to the City Manager, or designee, to adopt regulations governing City-owned parking lots
- Generally requires the City to provide public notice prior to adoption, amendment, or repeal of any parking rules
 - But allows the City Manager to adopt temporary or emergency rules without notice, which will expire within 180 days
- Provides the City Council the authority to review any new or proposed parking rules
- Establishes enforcement under the City’s enforcement regulations in Chapter 1 of the Wilsonville Code

EXPECTED RESULTS:

If the Council decides to adopt the new code provisions, staff expects to develop, adopt, and implement new City-owned parking lot regulations when and where needed in the coming months. Key priorities are the City Hall parking lot, Library parking lot, and Community Center/Public Works parking lot.

TIMELINE:

First reading: September 18, 2023

Second reading: October 2, 2023

Effective date: November 1, 2023

CURRENT YEAR BUDGET IMPACTS:

Minor budget impacts may exist if new signage is ordered for parking lots and could be absorbed within the existing fiscal year 2023-24 budget.

COMMUNITY INVOLVEMENT PROCESS:

Public hearing for consideration of the code amendments will be held on September 18, 2023. Any new parking regulations will be subject to the public notice and comment period contemplated in proposed Section 10.830.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Members of the public who seek to utilize City buildings should not struggle to find parking in City parking lots. Ensuring that overflow parking does not occur and that vehicles do not remain in a particular parking lot for extended periods of time should keep parking spaces available for public use.

ALTERNATIVES:

Retain status quo in which the City does not impose time limitations on parking in City-owned parking lots.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 881
 - a. Exhibit A attached thereto

ORDINANCE NO. 881**AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING WILSONVILLE CODE SECTIONS 10.800 THROUGH 10.870 GOVERNING PARKING IN CITY-OWNED PARKING LOTS.**

WHEREAS, recent changes in state law may impact the use and potential misuse of City-owned parking lots; and

WHEREAS, the City currently lacks clear regulation concerning use of City-owned parking lots; and

WHEREAS, the City Council seeks to efficiently and nimbly respond to issues and concerns regarding use of City-owned parking lots; and

WHEREAS, in order to appropriately respond to use of City-owned parking lots, the City Council seeks to empower the City Manager by delegating authority to the City Manager to determine site-specific regulations for the various City-owned parking lots.

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

Section 1. Findings. The above-stated recitals and the staff report accompanying this Ordinance are incorporated as the City Council's findings to support the consideration and adoption of this Ordinance.

Section 2. The City Council hereby adopts Wilsonville Code Section 10.800 governing parking in City-owned parking lots, which is attached hereto and incorporated by referenced herein as **Exhibit A**.

Section 3. The City Recorder is hereby authorized to correct any scrivener's errors and to conform Section 10.800 to the Wilsonville Code with appropriate numbering.

Section 4. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 18th day of September, 2023, and scheduled the second reading on October 2, 2023 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 2nd day of October, 2023, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of _____, 2023

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Wilsonville Code Section 10.800

PARKING REGULATIONS FOR CITY-OWNED PARKING LOTS

10.800	Purpose
10.810	Definitions
10.820	City Manager Authority
10.830	Public Notice
10.840	Temporary Rules and Emergency Rules
10.850	Council Review of Administrative Rules
10.860	Enforcement of Parking Rules
10.870	Severability

10.800 Purpose.

The purpose of these regulations is to provide for administrative parking regulations for all public parking spaces owned by the City of Wilsonville.

10.810 Definitions.

- (1) “Parking Regulations” means the regulations governed by Wilsonville Code Section 10.800 through 10.870.
- (2) “Parking Rules” means the rules governing City-owned parking lots issued pursuant to Section 10.820 herein.
- (3) “City” means the City of Wilsonville, Oregon.
- (4) “City Manager” means the City of Wilsonville City Manager or designee.
- (5) “Council” means the City Council of the City of Wilsonville.

10.820 City Manager Authority.

- (1) Delegation of Authority. The City Manager is delegated the authority to issue Parking Rules to govern the use of the public parking spaces in City-owned parking lots.
- (2) Evidentiary Record Not Required. Unless otherwise required by law, the adoption, amendment, or repeal of a Parking Rule need not be based upon, or supported by, an evidentiary record.
- (3) Effective Date. The City Manager will designate a date upon which a proposed Parking Rule will become effective.
- (4) Notice Required. Except as allowed in Section 10.840, the City Manager must provide notice to the public in the manner described in Section 10.830 herein prior to adopting, amending, or repealing a Parking Rule.

(5) Parking Rules Publication. Parking Rules issued by the City Manager must be filed with the City Recorder. Copies of the current Parking Rules must be made available to the public on the City's website.

10.830 Public Notice.

(1) Prior to the adoption, amendment, or repeal of Parking Rules, the City Manager must:

(a) Give public notice in the manner described in subsection (b) herein of the proposed Parking Rules that:

- (i) Generally states the proposed Parking Rules;
- (ii) States the time, place, and manner for persons to submit written comments about the proposed Parking Rules; and
- (iii) States the date upon which the proposed Parking Rules will become effective.

(b) The notice must be posted on the City's website and in at least one conspicuous location in the Library.

(2) The City Manager must allow at least seven (7) calendar days to receive written comments after posting notice. For clarity, the date of posting is not included in the calculation of the seven (7) calendar days for written comment.

(3) If the City Manager receives any comments within the time allowed for written comments, the City Manager must consider such comments received prior to adopting the Parking Rules that are the subject of the notice; however, the City Manager is not required to change the City Manager's proposed Parking Rules due to comments received.

10.840 Temporary Rules and Emergency Rules

(1) Temporary Rules. Parking Rules may be adopted without notice or opportunity to comment if needed to implement the provisions of any new or amended ordinance upon the ordinance's effective date.

(2) Emergency Rules. Parking Rules may be adopted, amended, or suspended without prior notice or opportunity to comment, or upon an abbreviated notice and opportunity to comment, if the City Manager adopts written findings that an emergency exists, and the failure to act promptly may result in prejudice or harm to the public interest.

(3) Duration of Temporary and Emergency Rules. Any temporary or emergency Parking Rule adopted, amended, or suspended is effective for a period of not more than 180 calendar days from effective date. The adoption of a temporary or emergency Parking Rule does not

preclude the subsequent adoption of an identical Parking Rule that the City Manager adopts in accordance with Section 10.820 and 10.830.

10.850 Council Review of Administrative Rules

No Council action is required for the City Manager to adopt or implement a Parking Rule; however, the Council has the opportunity to review any Parking Rule as follows:

- (1) The Council, upon its own motion, may review a proposed or adopted Parking Rule at any time.
- (2) After review of a proposed or adopted Parking Rule, the Council may decide to take no action, amend, or repeal a Parking Rule.
- (3) If the Council chooses to amend or repeal a Parking Rule, the amendment or repeal of the Parking Rule must be by resolution of the Council.

10.860 Enforcement of Parking Rules

Parking Rules may be enforced in the manner prescribed in Chapter 1 of the Wilsonville Code.

10.870 Severability

If any section, paragraph, subdivision, clause, sentence, or provision of these Parking Regulations shall be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, invalidate, or nullify the validity of the remaining portions of the Parking Regulations.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 18, 2023	Subject: Ordinance No. 882 – 1st Reading Development Code Process Clarifications Staff Members: Kimberly Rybold, AICP, Senior Planner Department: Community Development	
Action Required <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 18, 2023 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: September 18, 2023 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: October 2, 2023 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: The Planning Commission adopted Resolution No. LP23-0002 on September 13, 2023, recommending adoption of the Development Code Process Clarifications by City Council.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 882 on 1 st Reading.		
Recommended Language for Motion: I move to adopt Ordinance No. 882 on 1 st reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The project team will present proposed Development Code amendments to clarify the review process for certain application types, including wireless communications facilities, extensions of development approvals, and temporary use and sign permits.

EXECUTIVE SUMMARY:

The proposed Development Code process clarifications will update review processes for certain application types, clarify application requirements, and correct inconsistencies in the Development Code regarding existing review processes. The proposed amendments (Attachment 1, Exhibit A) are intended to reduce confusion among applicants and the broader public on required review processes and information needed for certain application types. The proposed amendments will also adjust the review process for some Wireless Communications Facility (WCF) applications.

The primary focus of this work is to clarify application requirements and review processes for various types of WCF applications to better reflect Federal review and approval requirements and the level of information needed to review different types of WCFs. Key amendments include the following:

- **Review Process for Co-locations** – Revisions to Section 4.804 (Review Process and Approval Standards) to enable WCF applications subject to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. § 1455(a)) to be reviewed through the Class 1 Administrative Review process. Section 6409(a) applications are required to be reviewed in a condensed timeline of 60 days (with limited tolling of this review timeline) and must be approved if all applicable criteria are met. Given the ministerial nature of this review and the inability to incorporate input received through the public comment period, a Class 1 Administrative Review process is most appropriate for these application types. This would be the same as the review process for Small Wireless Facilities (SWFs), which are governed by similar Federal review mandates.
- **Application Requirements** – Specificity added to Section 4.800 about the different WCF types to directly address which ones are permitted, conditional, prohibited, or exempt. Within Section 4.801, the proposed amendments clarify what application materials must be submitted for different WCF types. This clarification will reduce applicant confusion for co-locations and SWFs, as many of the required items are only applicable to new WCF.

Other process clarifications are proposed as noted below:

- **Extension of Development Approvals** – Revisions to Sections 4.023 (Expiration of Development Approvals) and 4.140 (Planned Development Regulations) to resolve conflicting process language regarding the review process for development approval extensions. Revisions would clarify that these requests are reviewed as a Class 1 Administrative Review.
- **Temporary Use Permits** – Amendments to Section 4.030 (Jurisdiction and Powers of Planning Director and Community Development Director) clarify how the time period of the permit is calculated consistent with current practice that allows permits for non-consecutive days. Approval criteria for Class 2 Temporary Use Permits would be updated to be consistent with Class 1 Temporary Use Permits.
- **Temporary Sign Permits** – Amendments adding clarifying language to Section 4.156.09 (Temporary Signs in all Zones) describing which temporary signs need a permit.

- **General Administration** – Clarification in Section 4.011 (How Applications are Processed) that to be considered filed, applications must include authorization as specified in Section 4.009 (Who May Initiate Applications). Clarification within Section 4.022 (Appeal and Call-up Procedures) that appeals of Development Review Board decisions must include a payment of a filing fee within the 14-day appeal period. Addition of Type B Tree Removal Permits to the list of Class 2 Administrative Review applications consistent with Section 4.610.30 (Type B Permit).

The final draft of the proposed amendments (Attachment 1, Exhibit A) incorporates clarification on outstanding items identified in the first draft of amendments presented to Planning Commission and City Council at work sessions in summer 2023. The Planning Commission held a public hearing on LP23-0002 on September 13, 2023, recommending the City Council adopt the proposed Development Code amendment. Planning Commission Resolution LP23-0002 and the associated record and findings of fact are attached as Exhibit B to the Ordinance.

EXPECTED RESULTS:

City Council adoption of the proposed Development Code amendments to provide clarity on review processes.

TIMELINE:

The public hearing is scheduled with the City Council on September 18, 2023, with second reading scheduled for October 2, 2023.

CURRENT YEAR BUDGET IMPACTS:

Consultant costs will be paid by the Planning Division's professional services budget. Staff time for this update will be paid from the Planning Division's budget.

COMMUNITY INVOLVEMENT PROCESS:

Existing Development Code regulations were adopted by the City after community outreach. The proposed Development Code amendments are procedural, not policy-based, in nature. The community was notified of Planning Commission and City Council public hearings and will have the opportunity to provide oral or written testimony on the amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adoption of the proposed Development Code modifications will provide applicants and the community additional clarity and certainty on the review process for affected development applications.

ALTERNATIVES:

City Council can adopt, adopt with modifications, or deny the proposed amendments. If more time is needed to consider the proposed amendments, the Commission may also continue the hearing to a date certain.

CITY MANAGER COMMENT:

ATTACHMENT:

1. Ord. No. 882
 - A. Proposed Development Code Amendments – September 2023
 - B. Resolution No. LP23-0002 Planning Commission Record

ORDINANCE NO. 882**AN ORDINANCE OF THE CITY OF WILSONVILLE AMENDING THE TEXT OF THE DEVELOPMENT CODE TO CLARIFY REVIEW PROCESSES AND CORRECT INCONSISTENCIES.**

WHEREAS, in 2016 the City adopted Ordinance No. 797 which amended Sections 4.800 through 4.804 of the Wilsonville Code (WC) and added Sections 4.805 through 4.814 to respond to new Federal Communications Commission (FCC) regulations, pursuant to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. § 1455(a)), requiring that cities provide a faster expedited review of certain new co-located wireless communication facilities applications; and

WHEREAS, in 2019, the City adopted Ordinance No. 831 which amended Sections 4.800 through 4.814 in response to new FCC regulations for small wireless facilities to include a Class 1 Administrative Review process for these facilities due to the required review timelines; and

WHEREAS, per the FCC regulations applications for co-location pursuant to Section 6049(a) are subject to a review timeline of 60 days, which timeframes warrant a Class 1 Administrative Review process instead of the current Class 2 Administrative Review process under the Wilsonville Development Code; and

WHEREAS, clarification of application requirements listed in WC Section 4.801 for different wireless communication facility application types will reduce confusion for applicants, staff, and the public; and

WHEREAS, in 2009, the City adopted Ordinance No. 666 which amended WC Section 4.023 to allow for administrative review of time extensions and included special provisions for development approval extensions during 2009 and 2010; and

WHEREAS, adoption of this Ordinance resulted in inconsistent review processes for development approval extensions in WC Sections 4.023 and 4.140; and

WHEREAS, minor edits to procedural requirements in WC Sections 4.011, 4.022, 4.030, and 4.156.09 will provide additional clarity for applicants, staff, and the public; and

WHEREAS, the Planning Commission of the City has the authority to review and make recommendations to the City Council regarding legislative changes to the Development Code pursuant to WC Sections 2.322 and 4.032; and

WHEREAS, the Planning Director submitted a Staff Report and Findings, in accordance with the public hearing and notice procedures that are set forth in WC Sections 4.008, 4.012, and 4.197; and

WHEREAS, following the timely mailing, posting, and publication of the required notice, the Planning Commission conducted a public hearing on September 13, 2023, to review the proposed Development Code amendments, and to gather additional testimony and evidence regarding the proposed amendments, and thereafter deliberated and voted to approve Resolution No. LP23-0002 recommending adoption to the City Council; and

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

WHEREAS, following the Planning Commission public hearing, the Planning Director forwarded the recommended amendments to the Wilsonville Development Code onto the City Council, along with a Staff Report and attachments, in accordance with the public hearing and notice procedures that are set forth in Sections 4.008, 4.012 and 4.197 of the Wilsonville Code; and;

WHEREAS, the City Council, after public hearing notices advertised in printed media, emailed, and posted in several locations throughout the City and on the City website, held a public hearing on September 18, 2023 to review the recommended amendments to the Wilsonville Development Code, and to gather additional evidence and testimony regarding the amendments; and

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

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

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

Section 1. Findings. The above-recited findings are adopted and incorporated by reference herein as findings and conclusions of Resolution No. LP23-0002,

which includes the staff report. The City Council further finds and concludes that the adoption of the proposed Development Code amendments is necessary for the good of the public of the municipality as described in Exhibit B.

Section 2. Determination. Based on such findings, the City Council hereby adopts the Development Code amendments, attached hereto as Exhibit A. The City Recorder is hereby directed to prepare final formatting to make sure such style and conforming changes match the format and style of the Wilsonville Development Code.

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

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 18th day of September, 2023, and scheduled the second reading on the 2nd day of October, 2023, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 2nd day of October, 2023, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 2nd day of October, 2023.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Proposed Development Code Amendments – September 2023
- B. Planning Commission Resolution No. LP23-0002 and Record

Proposed Development Code Edits – September 2023

Proposed added language **bold underline**. Proposed removed language ~~struck through~~.

Section 4.011. How Applications are Processed.

- (.01) Applications submitted without the required filing fee, **or the correct authorization as specified in Section 4.009**, shall not be considered to be "filed" and shall be returned to the prospective applicant without being processed.

No additional changes proposed in this section

Section 4.022. Appeal and Call-up Procedures.

- (.01) *Administrative Action Appeals.* A decision by the Planning Director on issuance of a Site Development Permit may be appealed. Such appeals shall be heard by the Development Review Board for all quasi-judicial land use matters except expedited land divisions and middle housing land divisions requiring expedited review under state law, as indicated in Section 4.232, which may be appealed to a referee selected by the City to consider such cases. Only the applicant may appeal a Class I decision unless otherwise specified in Section 4.030, and such appeals shall be filed, including all of the required particulars and filing fee, with the City recorder as provided in this Section. Any affected party may appeal a Class II decision by filing an appeal, including all of the required particulars and filing fee, with the City Recorder within 14 calendar days of notice of the decision. Either panel of the Development Review Board, or both panels if convened together, may also initiate a call-up of the Director's decision by motion, without the necessity of paying a filing fee, for matters other than expedited land divisions and middle housing land divisions requiring expedited review under state law, as indicated in Section 4.232. The notice of appeal shall indicate the nature of the action or interpretation that is being appealed or called up and the matter at issue will be a determination of the appropriateness of the action or interpretation of the requirements of the Code.
- (.02) *Board Action.* A decision of the Development Review Board may be appealed to the Council by any affected party who participated in the hearing before the Board by filing an appeal, **including all of the required particulars and filing fee**, within 14 calendar days of the posting of the notice of decision, or by the call-up procedures listed below. The notice of appeal shall indicate the decision that is being appealed.

No additional changes proposed in this section

Section 4.023. Expiration of Development Approvals (See also Section 4.140).

- (.01) Except for Specific Area Plans (SAP), land use and development permits and approvals, including both Stage I and Stage II Planned Development approvals, shall be valid for a maximum of two years, unless extended as provided in this Section. Specific Area Plan approvals shall not expire.
- A. Substantial development, as defined in this Chapter, has taken place in compliance with the permit or approval; or
 - B. A time extension has been granted by city staff for good cause. ~~Except as provided in subsection (.05) below, n~~ **Not more than three such extensions may be granted, for not more than one year each.**
- (.02) If the development approval is for a subdivision or partition, the developer has two years from the date of approval to submit the final plat for recordation, unless a time extension has been granted as specified in

Section 4.023(.01), above. Use of the site or substantial development does not obviate the need for submittal of the final plat within the specified time limits.

- (.03) Zone changes shall not expire unless expiration provisions are specifically included in the zone order adopted by the City Council.
- (.04) Requests for time extensions shall be submitted in writing, including written justification therefore, and received by the Planning Department not less than ~~eight (8)~~ **one** calendar days prior to the expiration date of the permit or approval. **A development approval shall not expire prior to a decision on the granting of this time extension if the request was submitted in accordance with this subsection.**
- ~~(.05) Notwithstanding the limitations and requirements in Section 4.023(.01)(B.) and (.04), beginning June 1, 2009 and ending June 1, 2010, city staff shall approve all applications for one year extensions, which applications shall not require a demonstration of good cause, but shall be accompanied by a filing fee which shall not exceed the fee for a Class 1 Administrative Review, and which extensions shall not be counted toward the maximum number of extensions allowed in Subsection 4.023(.01)(B.).~~

Section 4.030. Jurisdiction and Powers of Planning Director and Community Development Director.

- (.01) *Authority of Planning Director.* The Planning Director shall have authority over the daily administration and enforcement of the provisions of this Chapter, including dealing with non-discretionary matters, and shall have specific authority as follows:
 - A. A Class I application shall be processed as a ministerial action without public hearing, shall not require public notice, and shall not be subject to appeal or call-up, except as noted below. Pursuant to Class I procedures set forth in Section 4.035, and upon finding that a proposal is consistent with the provisions of this Code and any applicable Conditions of Approval, shall approve the following, with or without conditions:
 - 1. Minor site clearing and grading, prior to the approval of a Site Development Plan, provided that:
 - a. No clearing or grading occurs within the Significant Resource Overlay Zone. Clearing or grading in the Significant Resource Overlay Zone shall require, at a minimum, approval of a Class II permit through the procedures specified below;
 - b. No clearing or grading occurs within 25 feet of an area that has been identified by the City as a wetland;
 - c. Not more than three trees are proposed to be removed;
 - d. No fill or removal is proposed;
 - e. Adequate measures are utilized to control erosion and runoff from the site and that the applicant will submit a final Site Development application within seven days of submitting the minor site grading application. All grading activities require compliance with the requirements of the applicable building code and City Public Works standards.
 - 2. Class I Sign Permits, and Temporary Sign Permits for 30 days or less.
 - 3. Architectural, landscape, tree removal, grading and building plans that substantially conform to the plans approved by the Development Review Board and/or City Council. The Planning Director's approval of such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.

4. Building permits for single family dwellings, middle housing, and in the Village zone, row houses or apartments, meeting zoning requirements and located on lots that have been legally created. The Planning Director's approval of such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.
5. Lot line adjustments, where none of the lots increase in area by 50 percent or more, subject to the standards specified in Section 4.233.
6. A temporary use permit for not more than 30 days. **Permitted days may or may not be consecutive, but shall not exceed 30 days within the calendar year for which the permit was applied. Temporary use permits are** subject to the following standards:
 - a. The applicant has the written permission of the property owner to use the site;
 - b. The proposed use will not create an obstruction within a sight vision clearance area that would impair the vision of motorists entering onto or passing by the property;
 - c. Adequate parking is provided;
 - d. Signs shall meet the standards of Section 4.156.09. ~~A maximum of two signs, not exceeding a combined total of 24 square feet, are allowed;~~ and
 - e. The proposed use has the approval of the Fire Marshal.
7. Determination that an existing use or structure is a non-conforming use or non-conforming structure, as defined in this Code. Except, however, that the Planning Director may, in cases where there is any uncertainty as to the history of the property, choose to process such determinations through the Class II procedures below.
8. Actions taken subject to Site Development Permits which have been approved by the appropriate decision-making body of the City.
9. Final plats for condominiums, subdivisions, or partitions that are substantially the same as tentative plats approved by the City and which are submitted for review and signature prior to recordation with the appropriate county.
10. Type A tree removal permits as provided in Section 4.600.
11. Determination, based upon consultation with the City Attorney, whether a given development application is quasi-judicial or legislative. Except, however, that the Planning Director may, in cases where there is any uncertainty as to the nature of the application, choose to process such determinations through the Class II procedures below.
12. Expedited land divisions and middle housing land divisions requiring expedited review under state law. Applications for expedited land divisions and middle housing land divisions requiring expedited review under state law, as provided for in Section 4.232 of this Code and ORS Chapter 197 shall be processed without public hearing, and shall be subject to appeal through the special appeal procedures specified in Section 4.232.
 - a. Authority of Planning Director. The Planning Director shall have authority to review applications for expedited land divisions and middle housing land divisions requiring expedited review under state law and to take action approving, approving with conditions, or denying such applications, based on findings of fact.
 - b. Tentative Plat Requirements for Expedited Land Divisions and middle housing land divisions requiring expedited review under state law. Tentative plats and all other application requirements for expedited land divisions and middle housing land divisions requiring

expedited review under state law shall be the same as for other forms of land divisions, except as those requirements are specifically altered by the Oregon Revised Statutes.

- c. Administrative Relief Not Available. In taking action on an application for an expedited land division or middle housing land divisions requiring expedited review under state law, the Planning Director is not authorized to grant Variances or waivers from the requirements of the Code.
- d. Residential Areas Only. As specified in ORS 197, expedited land divisions shall only be approved in areas zoned for residential use.

13. Development approval extensions as provided in Section 4.023.

- B. A Class II application shall be processed as an administrative action, with or without a public hearing, shall require public notice, and shall be subject to appeal or call-up, as noted below. Pursuant to Class II procedures set forth in Section 4.035, the Director shall approve, approve with conditions, deny, or refer the application to the Development Review Board for a hearing:
 - 1. Minor alterations to existing buildings or site improvements of less than 25 percent of the previous floor area of a building, but not to exceed 1,250 square feet, or including the addition or removal of not more than ten parking spaces. Minor modifications to approved Architectural and Site Development Plans may also be approved, subject to the same standards.
 - 2. Residential accessory buildings or structures with less than 120 square feet of floor area located within the Willamette River Greenway Boundary pursuant to Section 4.500 and subject to the flood plain development standards of Section 4.172. Approval of such accessory structures in the Greenway shall be based on all of the following findings of fact:
 - a. The building or structure is located so that the maximum amount of landscape area, open space and/or vegetation is provided between the river and the building;
 - b. Public access to the river is preserved or is provided in accordance with an approved and adopted plan; and
 - c. That the change of use, intensification of use, or development will be directed away from the river to the greatest possible degree while allowing a reasonable use of the property.
 - 3. Written interpretations of the text or maps of this Code, the Comprehensive Plan or sub-elements of the Comprehensive Plan, subject to appeal as provided in Section 4.022. The Planning Director may review and interpret the provisions and standards of Chapter 4 (Planning) of the Wilsonville Code upon receiving the required filing fee along with a specific written request. The Director shall publish and mail notice to affected parties and shall inform the Planning Commission and City Attorney prior to making a final written decision. The Director's letter and notice of decision shall be provided to the applicant, the Planning Commission, the City Council, and City Attorney and the notice shall clearly state that the decision may be appealed in accordance with Section 4.022 (Appeal Procedures). A log of such interpretations shall be kept in the office of the Planning Department for public review.
 - 4. A permit to locate an accessory use on a lot adjacent to the site of the principal use.
 - 5. Subdivisions located within the Coffee Creek Industrial Design Overlay District and land partitions, other than expedited land divisions, pursuant to Section 4.210. Approval shall be based on all of the following findings of fact:
 - a. The applicant has made a complete submittal of materials for the Director to review, as required in Section 4.210;

- b. The proposed plan meets the requirements of the Code regarding minimum lot size and yard setbacks;
 - c. The approval will not impede or adversely affect the orderly development of any adjoining property or access thereto;
 - d. The public right-of-way bordering the lots or parcels will meet City standards;
 - e. Any required public dedications of land have been approved for acceptance by the City and will be recorded with the County prior to final plat approval;
 - f. Adequate easements are proposed where an existing utility line crosses or encroaches upon any other parcel to be created by the partition;
 - g. All public utilities and facilities are available or can be provided prior to the issuance of any development permit for any lot or parcel; and
 - h. Roads extended or created as a result of the land division will meet City standards.
6. Decisions on the following:
- a. Lot line adjustments, where any of the lots increase by more than 50 percent in area, subject to the provisions of Section 4.233.
 - b. Temporary use permits for periods exceeding 30 days **but not more than 120 days. Permitted days may or may not be consecutive, but shall not exceed 120 days within the calendar year for which the permit was applied.** Temporary use permits may allow specific activities associated with the primary use or business located on the property for up to 120 days provided that:
 - i. the property owners have given written permission;
 - ii. no structure, sign or any other object shall exceed 20 feet in height;
 - iii. adequate parking is provided in designated spaces;
 - iv. signs **shall meet the standards of Section 4.156.09**~~are limited to a maximum of two and shall not exceed a total combined area of 24 square feet;~~
 - v. electrical and building permits are obtained as required;
 - vi. undue traffic congestion will not result and, if traffic congestion is expected, a traffic control plan is submitted along with the application that identifies the traffic control procedures that will be used;
 - vii. the activity and/or use shall not unduly interfere with motorists driving on adjacent roads and streets, including I-5; and
 - viii. public notice has been provided and the comments of interested parties have been considered in the action that has been taken-;
 - ix. the proposed use will not create an obstruction within a sight vision clearance area that would impair the vision of motorists entering onto or passing by the property; and**
 - x. the proposed use has the approval of the Fire Marshal.**
7. Solar access permits, as specified in Section 4.137.3.
8. Class II Sign Permits.

9. Site design review, as authorized in Section 4.400 for properties located within the Coffee Creek Industrial Design Overlay District, which satisfy all applicable standards and adjustment criteria in Section 4.134.10.
10. Review of Stage I and Stage II Planned Development applications for properties located within the Coffee Creek Industrial Design Overlay District, which satisfy all applicable standards and adjustment criteria in Section 4.134.

11. Type B tree removal permits as provided in Section 4.600.

- ~~12~~1. Type C tree removal permits as provided in Section 4.600 for properties located within the Coffee Creek Industrial Design Overlay District.

No additional changes proposed in this section

Section 4.140. Planned Development Regulations.

No changes proposed in Subsections (.01) to (.08)

(.09) *Final Approval (Stage Two):*

[Note: Outline Number is incorrect.]

- A. Unless an extension has been granted by the ~~Development Review Board or~~ Planning Director, ~~as applicable,~~ within two years after the approval or modified approval of a preliminary development plan (Stage I), the applicant shall file with the City Planning Department a final plan for the entire development or when submission in stages has been authorized pursuant to Section 4.035 for the first unit of the development, a public hearing shall be held on each such application as provided in Section 4.013. As provided in Section 4.134, an application for a Stage II approval within the Coffee Creek Industrial Design Overlay District may be considered by the Planning Director without a public hearing as a Class II Administrative Review as provided in Section 4.035(.03).
- B. The Development Review Board or Planning Director, as applicable, shall determine whether the proposal conforms to the permit criteria set forth in this Code, and shall approve, conditionally approve, or disapprove the application.
- C. The final plan shall conform in all major respects with the approved preliminary development plan, and shall include all information included in the preliminary plan plus the following:
 1. The location of water, sewerage and drainage facilities;
 2. Preliminary building and landscaping plans and elevations, sufficient to indicate the general character of the development;
 3. The general type and location of signs;
 4. Topographic information as set forth in Section 4.035;
 5. A map indicating the types and locations of all proposed uses; and
 6. A grading plan.
- D. The final plan shall be sufficiently detailed to indicate fully the ultimate operation and appearance of the development or phase of development. However, Site Design Review is a separate and more detailed review of proposed design features, subject to the standards of Section 4.400.

- E. Copies of legal documents required by the Development Review Board or Planning Director, as applicable, for dedication or reservation of public facilities, or for the creation of a non-profit homeowner's association, shall also be submitted.
- F. Within 30 days after the filing of the final development plan, the Planning staff shall forward such development plan and the original application to the Tualatin Valley Fire and Rescue District, if applicable, and other agencies involved for review of public improvements, including streets, sewers and drainage. The Development Review Board or Planning Director, as applicable, shall not act on a final development plan until it has first received a report from the agencies or until more than 30 days have elapsed since the plan and application were sent to the agencies, whichever is the shorter period.
- G. Upon receipt of the final development plan, the Development Review Board or Planning Director, as applicable shall examine such plan and determine:
1. Whether it conforms to all applicable criteria and standards; and
 2. Whether it conforms in all substantial respects to the preliminary approval; or
 3. Require such changes in the proposed development or impose such conditions of approval as are in its judgment necessary to insure conformity to the applicable criteria and standards.
- H. If the Development Review Board or Planning Director, as applicable, permits the applicant to revise the plan, it shall be resubmitted as a final development plan within 60 days. If the Board or Planning Director approves, disapproves or grants such permission to resubmit, the decision of the Board shall become final at the end of the appeal period for the decision, unless appealed to the City Council, in accordance with Sections 4.022 of this Code.
- I. All Stage II Site Development plan approvals shall expire two years after their approval date, if substantial development has not occurred on the property prior to that time. Provided, however, that the ~~Development Review Board or Planning Director, as applicable,~~ may extend these expiration times for up to three additional periods of not more than one year each. Applicants seeking time extensions shall make their requests in writing at least ~~30~~one days in advance of the expiration date. **A development approval shall not expire prior to a decision on the granting of this time extension if the request was submitted in accordance with this subsection.** Requests for time extensions shall only be granted upon (1) a showing that the applicant has in good faith attempted to develop or market the property in the preceding year or that development can be expected to occur within the next year, and (2) payment of any and all Supplemental Street SDCs applicable to the development. Upon such payment, the development shall have vested traffic generation rights under [section] 4.140(.10), provided however, that if the Stage II approval should expire, the vested right to use trips is terminated upon City repayment, without interest, of Supplemental Street SDCs. For purposes of this Ordinance, "substantial development" is deemed to have occurred if the required building permits or public works permits have been issued for the development, and the development has been diligently pursued, including the completion of all conditions of approval established for the permit.
- J. A planned development permit may be granted by the Development Review Board or Planning Director, as applicable, only if it is found that the development conforms to all the following criteria, as well as to the Planned Development Regulations in Section 4.140:
1. The location, design, size and uses, both separately and as a whole, are consistent with the Comprehensive Plan, and with any other applicable plan, development map or Ordinance adopted by the City Council.
 2. That the location, design, size and uses are such that traffic generated by the development at the most probable used intersection(s) can be accommodated safely and without congestion in excess of Level of Service D, as defined in the Highway Capacity Manual published by the National Highway Research Board, on existing or immediately planned arterial or collector streets and will, in the case of commercial or industrial developments, avoid traversing local streets.

Immediately planned arterial and collector streets are those listed in the City's adopted Capital Improvement Program, for which funding has been approved or committed, and that are scheduled for completion within two years of occupancy of the development or four year if they are an associated crossing, interchange, or approach street improvement to Interstate 5.

- a. In determining levels of Service D, the City shall hire a traffic engineer at the applicant's expense who shall prepare a written report containing the following minimum information for consideration by the Development Review Board:
 - i. An estimate of the amount of traffic generated by the proposed development, the likely routes of travel of the estimated generated traffic, and the source(s) of information of the estimate of the traffic generated and the likely routes of travel;
 - ii. What impact the estimate generated traffic will have on existing level of service including traffic generated by (1) the development itself, (2) all existing developments, (3) Stage II developments approved but not yet built, and (4) all developments that have vested traffic generation rights under section 4.140(.10), through the most probable used intersection(s), including state and county intersections, at the time of peak level of traffic. This analysis shall be conducted for each direction of travel if backup from other intersections will interfere with intersection operations.
- b. The following are exempt from meeting the Level of Service D criteria standard:
 - i. A planned development or expansion thereof which generates three new p.m. peak hour traffic trips or less;
 - ii. A planned development or expansion thereof which provides an essential governmental service.
- c. Traffic generated by development exempted under this subsection on or after Ordinance No. 463 was enacted shall not be counted in determining levels of service for any future applicant.
- d. Exemptions under 'b' of this subsection shall not exempt the development or expansion from payment of system development charges or other applicable regulations.
- e. In no case will development be permitted that creates an aggregate level of traffic at LOS "F".
3. That the location, design, size and uses are such that the residents or establishments to be accommodated will be adequately served by existing or immediately planned facilities and services.
- K. Mapping: Whenever a Planned Development permit has been granted, and so long as the permit is in effect, the boundary of the Planned Development shall be indicated on the Zoning Map of the City of Wilsonville as the appropriate "PD" Zone.

No additional changes proposed in this section

Section 4.156.09. Temporary Signs in all Zones.

~~The following temporary signs may be permitted:~~ In addition to the permanent signs allowed in different zones and exempt temporary signs, unless specifically prohibited in a master sign plan or other sign approval, the following temporary signs may be permitted through a temporary sign permit:

- (.01) *General Allowance.* Except as noted in subsection (.02) below up to two temporary signs not exceeding a combined total of 24 square feet may be permitted per lot or non-residential tenant. Such signs may be banners, rigid signs, lawn signs, portable signs, or other signs of similar construction.

No additional changes proposed in this section

Section 4.800. Wireless Communications Facilities—Permitted, Conditionally Permitted, and Prohibited Uses.

Purpose:

Wireless Communications Facilities ("WCF") play an important role in meeting the communication needs of the Wilsonville community citizens. This Section aims to balance the proliferation of and need for WCF with the importance of keeping Wilsonville a livable and attractive City, consistent with City regulations for undergrounding utilities to the greatest extent possible.

In accordance with the guidelines and intent of Federal law and the Telecommunications Act of 1996, these regulations are intended to: 1) protect and promote the public health, safety, and welfare of the Wilsonville community citizens; 2) preserve neighborhood character and overall City-wide aesthetic quality; and 3) encourage siting of WCF in locations and by means that minimize visible impact through careful site selection, design, configuration, screening, and camouflaging techniques.

As used herein, reference to Wireless Communications Facilities is broadly construed to mean any facility, along with all of its ancillary equipment, used to transmit and/or receive electromagnetic waves, radio or television signals including, but not limited to, antennas, dish antennas, microwave antennas, small cells, distributed antenna systems ("DAS"), 5G, small cell sites/DAS, and any other types of equipment for transmission or receipt of signals, including telecommunication towers, poles, and similar supporting structures, equipment cabinets or buildings, parking and storage areas, and all other accessory development.

Reference to Small Wireless Facilities (SWF) herein is construed to mean ~~telecommunications facilities~~ **WCF** and associated equipment that meet the definition of small wireless facilities as stated in 47 C.F.R. § 1.6002(l).

Reference to Macro WCF means WCF that do not meet the definition of small wireless facilities.

This Section does not apply to (i) amateur radio stations defined by the Federal Communication Commission and regulated pursuant to 47 C.F.R. Part 97; or (ii) WCF owned by, or operated solely for, the City of Wilsonville.

If any provision of this Code directly conflicts with State or Federal law, where State or Federal law preempts local law, then that provision of this Code shall be deemed unenforceable, to the extent of the conflict, but the balance of the Code shall remain in full force and effect.

Nothing contained in this Section shall be construed in any way to waive or limit the City's proprietary rights over its real and personal property, including without limitation any proprietary interest in the right-of-way. Thus, if it is determined the City has authority to exert greater rights or impose additional conditions or limitations beyond those set forth in this Section, the City reserves the absolute right to do so, as it determines appropriate or necessary.

(.01) Permitted Uses:

- A. **New** ~~T~~-towers, poles, and structures for **Macro** WCF and ancillary facilities thereto are permitted in all of the following locations:
 1. Any property owned by the City of Wilsonville, including public right-of-way;
 2. Any property owned by the West Linn - Wilsonville School District;
 3. Any property owned by the Tualatin Valley Fire District;

4. Any property within an electric utility substation.
 - B. ~~Co-located WCF~~ **pursuant to Section 4.802** is encouraged on all existing, legally established, towers, poles, and structures in all zones ~~and may be required on City property.~~
 - C. **Modification of existing towers, poles, and structures for WCF and ancillary facilities not meeting the co-location requirements of Section 4.802.**
 - D. **SWF as follows:**
 1. **Attached to an existing structure (i.e., utility pole, tower, streetlight, traffic signal, building, etc.) within the public right-of-way.**
 2. **Incorporated into a freestanding or replacement structure (i.e., a standalone pole intended to support only the wireless equipment or a replacement pole that supports both the wireless equipment and the other utilities, traffic control or other pre-existing attachments) within the public right-of-way.**
 3. **Attached or mounted to an existing structure (i.e., rooftop, building façade, sports field light, etc.) outside the public right-of-way.**
 - E. **Satellite communications antennas:**
 1. **Not exceeding one meter in diameter shall be permitted in any zone without requiring Administrative Review.**
 2. **One meter or larger shall be subject to Administrative Review.**
 - C. ~~Satellite communications antennas not exceeding one meter in diameter shall be permitted in any zone without requiring Administrative Review.~~
 - D. ~~Camouflaged WCF antennas attached to existing light, power, or telephone poles are permitted in all zones, subject to the development standards of Section 4.803.~~
 - F. ~~The City of Wilsonville is an underground utility City (Undergrounding District) where mandatory aesthetic design standards do not unreasonably preclude WCF by requiring undergrounding of all equipment to the maximum extent possible. Therefore, no new vertical elements will be allowed on City property if there are existing facilities available to reasonably accommodate the WCF, and all equipment other than the antennas shall be placed underground to the maximum extent possible. The following shall be used to determine maximum extent possible:~~
 1. ~~Equipment functional underground;~~
 2. ~~Location available to underground near associated antenna; and~~
 3. ~~Conflicts with other underground uses as determined by the City~~
- (.02) Conditional Uses. ~~Except as indicated as permitted in (.01) above, WCF can be conditionally permitted in all zones, pursuant to Section 4.184 of the Wilsonville Code~~
- A. **Historical Buildings and Structures. No WCF shall be allowed on any building or structure, or in any district, that is listed on any Federal, State, or local historical register unless it is determined by the Development Review Board that the facility will have no adverse effect on the appearance of the building, structure, or district. No change in architecture and no high visibility facilities are permitted on any such building, any such site, or in any such district.**
 - B. **Tower or Pole Heights. Towers or poles may exceed the height limits otherwise provided for in the Development Code with compelling justification only. Costs and cost efficiency are not compelling justifications.**

C. Lighting. If beacon lights or strobe lights are required by the Federal Aviation Administration (FAA) or other applicable authority, the Development Review Board shall review the available alternatives and approve the design with the least visual impact.

D. Except as indicated as permitted in (.01) above, WCF can be conditionally permitted in all zones, pursuant to Section 4.184 of the Wilsonville Code.

(.03) Prohibited Uses. WCF are prohibited on all lands designated as within the Significant Resource Overlay Zone lands.

(.04) Exemptions. The following shall be considered exempt structures or activities under this Code Chapter:

A. Antennas (including direct-to-home satellite dishes, TV antennas, and wireless cable antennas) used by viewers to receive video programming signals from direct broadcast facilities, broadband radio service providers, and TV broadcast stations regardless of zone capacity.

B. Cell on Wheels (COW), which are permitted as temporary uses in nonresidential zones for a period not to exceed 60 days, except that such time period may be extended by the City during a period of emergency as declared by the City, County, or State.

C. Replacement antennas or equipment, provided the replacement antennas and/or equipment have the same function, size, and design to the replaced antenna and/or equipment and do not exceed the overall size of the original approved antenna and/or equipment.

(.05) Undergrounding Requirement. The City of Wilsonville is an underground utility City (Undergrounding District) for the purposes of public safety, service reliability, and aesthetic design; where these mandatory design standards do not unreasonably preclude WCF by requiring undergrounding of all equipment to the maximum extent possible. Therefore, no new vertical elements will be allowed on City property if there are existing facilities available to reasonably accommodate the WCF, and all equipment other than the antennas shall be placed underground to the maximum extent possible. The following shall be used to determine maximum extent possible:

A. Equipment functional underground;

B. Location available to underground near associated antenna; and

C. Conflicts with other underground uses as determined by the City.

(Ord. No. 831, 1-24-2019)

Section 4.801. Application Requirements.

Cable providers that occupy any portion of the City's right-of-way are required to enter into a Franchise Agreement with the City. Other utilities, including Competitive Local Exchange Competitor carriers are subject to the terms of the City's Privilege Tax Ordinance No. 616. In order to be permitted, an applicant must complete: 1) a Site Development Permit Application; 2) a Public Works Permit; 3) a Building Permit; and 4) enter into a Lease Agreement with the City for use of the public Right-of-Way. In preparing the Application, the applicant should review all provisions of this Code Section, particularly the portion attached to the Development Review Standards. The WCF Application process shall include all of the following:

(.01) Cable and telecommunication providers that occupy any portion of the City's right-of-way are required to enter into a Franchise Agreement with the City. Other utilities, including Competitive Local Exchange Competitor carriers are subject to the terms of the City's Privilege Tax Ordinance No. 616. In order to be permitted, an applicant must complete:

A. A Site Development Permit Application;

B. A Public Works Permit;

C. A Building Permit; and**D. Enter into a Lease Agreement with the City for use of the public Right-of-Way.****(.02) Required for all WCF, including SWF applications:**

A. Property Owner Signature. The signature of the property owner(s) on City of Wilsonville application forms or a written signed statement from the property owner(s) granting authorization to proceed with the land use application and building permits, pursuant to WC Section 4.009.

B. ~~(.01)~~ Speculation. No Application for a WCF shall be approved from an applicant that constructs WCF and leases tower space to service providers that is not itself a wireless service provider, unless the applicant submits a binding written commitment or executed lease from a service provider to utilize or lease space on the WCF.

C. ~~(.02)~~ Geographical Survey. The applicant shall identify the geographic service area for the proposed WCF, including a map showing all of the applicant's existing sites in the local service network associated with the gap that the proposed WCF is proposed to close. The applicant shall **identify technically feasible alternative site locations within the geographic service area** describe how this service area fits into and is necessary for the service provider's service network.

- 1.** Prior to the issuance of any building permits, applicants for WCF shall provide a copy of the corresponding FCC Construction Permit or license for the facility being built or relocated, if required.
- 2.** The applicant shall include a vicinity map clearly depicting where, within a one-half mile radius, any portion of the proposed WCF could be visible, and a graphic simulation showing the appearance of the proposed WCF and all accessory and ancillary structures from two separate points within the impacted vicinity, accompanied by an assessment of potential mitigation and screening measures. Such points are to be mutually agreed upon by the Planning Director or the Planning Director's designee and the applicant. ~~This Section (2) is not applicable to applications submitted subject to the provisions of 47 U.S.C. 1455(a).~~

D. ~~(.03)~~ Visual Impact, Technological Design Options, and Alternative Site Analysis. The applicant shall provide a visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette, and proposed screening for all components of the facility. The analysis shall include photo simulations and other information as necessary to determine visual impact of the facility as seen from multiple directions. The applicant shall include a map showing where the photos were taken. The applicant shall include an analysis of alternative sites **that would meet City design and locational standards** and **alternative** technological design options for the WCF, within and outside of the City, ~~that~~ **which** are capable of meeting the same service objectives as the preferred site with an equivalent or lesser visual impact. If a new tower or pole is proposed as a part of the proposed WCF, the applicant must demonstrate the need for a new tower and pole and why existing locations or design alternatives, such as the use of microcell technology, cannot be used to meet the identified service objectives. Documentation and depiction of all steps that will be taken to screen or camouflage the WCF to minimize the visual impact of the proposed facility must be submitted.

E. ~~(.04)~~ Application Narrative. ~~Number of WCF.~~ The Application shall include a detailed narrative of all of the equipment and components to be included with the WCF, including, but not limited to, antennas and arrays; equipment cabinets; back-up generators; air conditioning units; poles; towers; lighting; fencing; wiring, housing; and screening. The applicant must provide the number of proposed WCF at each location and include renderings of what the WCF will look like when screened. The Application must contain a list of all equipment and cable systems to be installed, including the maximum and minimum dimensions of all proposed equipment. Wilsonville is an Undergrounding District, meaning that the City will require any utility that can

be fully or partially located underground to the maximum extent possible to help preserve the aesthetic appearance of the right-of-way and community and to prevent aboveground safety hazards. Therefore, all components of the WCF must be undergrounded to the extent reasonably feasible. Those components of the WCF that must be above ground must be identified by type of facility, dimension of facility, with proposed screening to reduce to the maximum extent possible the visual impact of aboveground facilities and equipment. A written narrative of why any portion of the WCF must be above ground is required.

F. ~~(.05)~~ *Safety Hazards.* Any and all known or expected safety hazards for any of the WCF facilities must be identified and the applicant who must demonstrate how all such hazards will be addressed and minimized to comply with all applicable safety codes.

G. ~~(.06)~~ *Landscaping.* The Application shall provide a landscape plan, drawn to scale, that is consistent with the need for screening at the site, showing all proposed landscaping, screening and proposed irrigation (if applicable), with a discussion of how proposed landscaping, at maturity, will screen the site. Existing vegetation that is proposed to be removed must be clearly indicated and provisions for mitigation included.

H. ~~(.07)~~ *Height.* The Application shall provide an engineer's diagram, drawn to scale, showing the height of the WCF and all of its above-ground components. Applicants must provide sufficient evidence that establishes that the proposed WCF is designed to the minimum height required to meet the carrier's coverage objectives. If a tower or pole height will exceed the base height restrictions of the applicable zone, this narrative shall include a discussion of the physical constraints (topographical features, etc.) making the additional height necessary. The narrative shall include consideration of design alternatives, including the use of multiple sites or designs that would avoid the need for the new WCF or over zone height WCF. Except as noted in (a) and (b) below, the maximum height allowed in the right-of-way is 50 feet.

1. A- The maximum height for a freestanding SWF in the public right-of-way is no more than ten percent taller than other adjacent structures in the right-of-way.

2. B- When collocated on an existing structure in the public right-of-way, the SWF and the existing structure (including the antenna and any equipment enclosures contained within the structure) shall not exceed 50 feet or more than ten percent of the existing structure or nearby structures, whichever is greater.

I. ~~(.08)~~ *Construction.* The Application shall describe the anticipated construction techniques and time frame for **construction or** installation of the WCF. **This narrative must include all temporary staging, site access, and the types of vehicles and equipment to be used.**

J. ~~(.09)~~ *Maintenance.* The Application shall describe the anticipated maintenance and monitoring program for the WCF, including antennas, back-up equipment, poles, paint, and landscaping; **and a description of anticipated maintenance needs, including frequency of service, personnel needs, equipment needs and potential safety impacts of such maintenance.**

K. ~~(.10)~~ *Noise/Acoustical Information.* The Application shall provide manufacturer's specifications for all noise-generating equipment, such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties. The applicant shall provide a noise study prepared and sealed by a qualified Oregon-license Professional Engineer that demonstrates that the WCF will comply with intent and goals of Section 6.204 et seq. of this Code.

~~(.11)~~ *Parking.* The Application shall provide a site plan showing the designated parking areas for maintenance vehicles and equipment, if any. **No parking of maintenance vehicles and equipment parking shall be permitted in any red curb zone, handicap parking zone, or loading zone.**

~~(.12) Co-Location. In the case of new multi-user towers, poles, or similar support structures, the applicant shall submit engineering feasibility data and a letter stating the applicant's willingness to allow other carriers to co-locate on the proposed WCF.~~

L. (.13) *Lease.* The site plan shall show the lease area of the proposed WCF.

M. (.14) *FCC License and Radio Frequency Safety Compliance.* The Application shall provide a copy of the applicant's FCC license and/or construction permit, if an FCC license and/or construction permit is required for the proposed facility. The applicant shall provide documentation showing that the party responsible for radio frequency transmissions is in planned or actual compliance with all FCC RF emissions safety standards and guidelines at 47 C.F.R. § 1.1307 et seq. and FCC Office of Engineering Technology Bulletin 65.

N. (.15) *Lighting and Marking.* The Application shall describe any proposed lighting and marking of the WCF, including any required by the FAA.

O. (.16) *Co-Location Feasibility.* A feasibility study for the co-location of any WCF as an alternative to new structures must be presented and certified by an Oregon-licensed Professional Engineer. Co-location will be required when determined to be feasible. The feasibility study shall include:

- 1.A An inventory, including the location, ownership, height, and design of existing WCF within one-half mile of the proposed location of a new WCF. The planning director may share such information with other applicants seeking permits for WCF, but shall not, by sharing such information, in any way represent or warrant that such sites are available or suitable.
- 2.B Documentation of the efforts that have been made to co-locate on existing or previously approved towers, poles, or structures. The applicant shall make a good faith effort to contact the owner(s) of all existing or approved towers, poles, or structures and shall provide a list of all owners contacted in the area, including the date, form, and content of such contact.
- 3.C Documentation as to why co-location on existing or proposed towers, poles, or commercial structures within 1,000 feet of the proposed site is not practical or feasible. Co-location shall not be precluded simply because a reasonable fee for shared use is charged or because of reasonable costs necessary to adapt the existing and proposed uses to a shared tower. The Planning Director and/or Development Review Board may consider expert testimony to determine whether the fee and costs are reasonable when balanced against the market and the important aesthetic considerations of the community.

P. (.17) *Engineering Report for New Location.* A. An Application for a new WCF, whether co-located or new, shall include, as applicable, a report from an Oregon licensed Professional Engineer documenting the following:

1. A description of the proposed WCF height and design, including technical, engineering, and other pertinent factors governing selection of the proposed design. A cross-section of the proposed WCF structure shall be included. The engineer shall document whether the structure is at its maximum structural capacity and, if not, the additional weight the structure could support.
2. Documentation that the proposed WCF will have sufficient structural integrity for the proposed uses at the proposed location, in conformance with the minimum safety requirements of the State Structural Specialty Code and EIA/TIA 222 (Structural Standards for Communication and Small Wind Turbine Support Structures), latest edition at the time of the application.

- ~~3B.~~ A description of mitigation methods which will be employed to avoid ice hazards, including increased setbacks, and/or de-icing equipment, if required by any safety law, regulation, or code.
- 4C. Evidence that the proposed WCF will comply with all applicable requirements of the Federal Aviation Administration, the Aeronautics Section of the Oregon Department of Transportation, and the Federal Communications Commission.
- ~~(.18) Maintenance.~~ The applicant shall provide a description of anticipated maintenance needs, including frequency of service, personnel needs, equipment needs and potential safety impacts of such maintenance.
- ~~(.19) Recordation Requirements.~~ If a new WCF is approved, the owner shall be required, as a condition of approval, to:
 - A. ~~Record the conditions of approval specified by the City with the Deeds Records Office in the Office of the County Recorder of the county in which the WCF is located;~~
 - B. ~~Respond in a timely, comprehensive manner to a request for information from a potential shared use applicant;~~
 - C. ~~Negotiate in good faith for shared use by others; and~~
 - D. ~~Such conditions shall run with the land and be binding on subsequent purchasers of the WCF.~~

Q. All SWF applications must demonstrate compliance with all requirements in Section 2 "Design Elements" of the "City of Wilsonville Small Wireless Facility Infrastructure Design Standards".

- ~~R. (.20)~~ The Planning Director may request any other information deemed necessary to fully evaluate and review the information provided in the application.

(.03) Additional Application Requirements for new Macro WCF applications.

- A. **Parking.** The Application shall provide a site plan showing the designated parking areas for maintenance vehicles and equipment, if any. No parking of maintenance vehicles and equipment parking shall be permitted in any red curb zone, handicap parking zone, or loading zone.
- B. **Co-Location.** In the case of new multi-user towers, poles, or similar support structures, the applicant shall submit engineering feasibility data and a letter stating the applicant's willingness to allow other carriers to co-locate on the proposed WCF.
- C. **Recordation Requirements.** If a new WCF is approved, the owner shall be required, as a condition of approval, to:
 - 1. **Record the conditions of approval specified by the City with the Deeds Records Office in the Office of the County Recorder of the county in which the WCF is located;**
 - 2. **Respond in a timely, comprehensive manner to a request for information from a potential shared use applicant;**
 - 3. **Negotiate in good faith for shared use by others; and**
 - 4. **Such conditions shall run with the land and be binding on subsequent purchasers of the WCF.**

Section 4.802. Co-Location.

In order to encourage shared use of towers, poles, or other facilities for the attachment of WCF, **pursuant to the provisions of 47 U.S.C. 1455(a)**, no conditional use permit shall be required for the addition of equipment, provided that:

- (.01) There is no change to the type of tower or pole.
- (.02) All co-located WCF shall be designed in such a way as to be visually compatible with the structures on which they are placed.

- (.03) All co-located WCF must comply with the conditions and concealment elements of the original tower, pole, or other facility upon which it is co-locating.
- (.04) Shall not disturb, or will mitigate any disturbed, existing landscaping elements.
- (.05) Does not entail excavation or deployment outside site of current facility where co-location is proposed.
- (.06) All co-located WCF, and additions to existing towers, poles, or other structures, shall meet all requirements of the State of Oregon Structural Specialty Code and EIA/TIA 222 (Structural Standards for Communication and Small Wind Turbine Support Structures), latest edition at the time of the application. A building permit shall be required for such alterations or additions. Documentation shall be provided by an Oregon-licensed Professional Engineer verifying that changes or additions to the tower structure will not adversely affect the structural integrity of the tower.
- (.07) Additional Application Requirements for Co-Location:
 - A. A copy of the site plan approved for the original tower, pole, or other base station facility to which the co-location is proposed.
 - B. A site survey delineating development on-the-ground is consistent with the approved site plan.

Section 4.803. Development Review Standards.

All WCF shall comply with the following Development Review standards, unless ~~grandfathered~~ **exempted** under State or Federal law:

- (.01) **The following development standards are applicable to all WCF and SWF applications:** ~~Visual Impact:~~
 - A. *Maximum Number of High Visibility Facilities Per Lot or Parcel.* No more than one high visibility WCF is allowed on any one lot or parcel of five acres or less. The Development Review Board may approve exceeding the maximum number of high visibility WCF per lot or parcel if one of the following findings is made through a Class III review process: (1) co-location of additional high visibility WCF is consistent with neighborhood character, (2) the provider has shown that denial of an application for additional high visibility WCF would prohibit or have the effect of prohibiting service because the WCF would fill a significant gap in coverage and no alternative locations are available and technologically feasible, or (3) the provider has shown that denial of an application for additional high visibility WCF would unreasonably discriminate among providers of functionally equivalent services. In such cases, the Development Review Board shall be the review authority for all related applications.
 - B. *Height.* **The height of WCF is regulated as follows:**
 - 1.** The tower or pole height of a freestanding WCF in R, PDR and ~~FDA-HRA-H~~ zones shall not exceed 50 feet, except the following:
 - 1a.** ~~FDA-HRA-H~~ zoned property occupied by the City Wastewater Treatment Plant and the PDR zoned property occupied by the Elligsen Road Water Reservoir shall be exempted from the height limitations of the subject zones, ~~and subsection 4.803(.01)A, above, shall apply.~~
 - 2b.** Small Wireless Facilities in the public right-of-way. SWF in the public right-of-way shall not exceed the height permitted under WC 4.801~~(.07)~~**(.02)H**.
 - 2.** **In all other zones, t**Towers or poles **shall not** exceed the height limits ~~otherwise~~ provided for in the Development Code with **out** compelling justification. Costs and cost efficiency are not compelling justifications.

- C. *WCF Adjacent to Residentially Designated Property.* In order to ensure public safety, all WCF located adjacent to any property designated as residential in Wilsonville shall be set back from all residential property lines by a distance at least equal to the maximum height of the facility including any antennas or other appurtenances attached thereto. The setback shall be measured from that part of the WCF that is closest to the neighboring residentially designated property.
- ~~D. *Historical Buildings and Structures.* No WCF shall be allowed on any building or structure, or in any district, that is listed on any Federal, State, or local historical register unless it is determined by the Development Review Board that the facility will have no adverse effect on the appearance of the building, structure, or district. No change in architecture and no high visibility facilities are permitted on any such building, any such site, or in any such district.~~
- ~~E. *Tower or Pole Heights.* Towers or poles may exceed the height limits otherwise provided for in the Development Code with compelling justification only. Costs and cost efficiency are not compelling justifications.~~
- D. F. *Accessory Building Size.* Within the public right-of-way, no above-ground accessory buildings shall be permitted. Outside of the public right-of-way, all accessory buildings and structures permitted to contain equipment accessory to a WCF shall not exceed 12 feet in height unless a greater height is necessary and required by a condition of approval to maximize architectural integration. Each accessory building or structure is limited to 200 square feet, unless approved through a Conditional Use Permit.
- E. G. *Utility Vaults and Equipment Pedestals.* Within the public right-of-way, utility vaults and equipment pedestals associated with WCF must be underground to the maximum extent possible.
- F. H. *Visual Impact.* All WCF shall be designed to minimize the visual impact to the maximum extent possible by means of placement, screening, landscaping, and camouflage. All WCF shall also be designed to be compatible with existing architectural elements, building materials, and other site characteristics. All WCF shall be sited in such a manner as to cause the least detriment to the viewshed from other properties. The use of radomes and/or other camouflage techniques acceptable to the City to conceal antennas, associated equipment and wiring, and antenna supports is required.
- G. I. *Color Schemes.* For the sake of visual impact, no wooden poles are allowed except Small Wireless Facilities on existing poles with high voltage power lines that would require thermal hydraulic cooling if undergrounded. Color schemes must be approved by the City to best camouflage with the surrounding landscape.
- H. J. *Antennas.* Façade-mounted antennas shall be architecturally integrated into the building design and otherwise made as unobtrusive as possible. As appropriate, antennas shall be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted antennas shall not extend more than two feet out from the building face. Roof-mounted antennas shall be constructed at the minimum height possible to serve the operator's service area and shall be set back as far from the building edge as possible or otherwise screened to minimize visibility from the public right-of-way and adjacent properties.
- I. K. *Noise.* Noise from any equipment supporting the WCF shall meet the requirements of City Code Section 6.204—Noise.
- J. L. *Signage.* No signs, striping, graphics, or other attention-getting devices are permitted on any WCF except for warning and safety signage with a surface area of no more than three square feet. Except as required by law, all signs are prohibited on WCF except for one non-illuminated sign, not to exceed two square feet, which shall be provided at the main entrance to the WCF, stating the owner's name, the wireless operator(s) if different from the owner, and address and a

contact name and phone number for emergency purposes. WCF may be placed entirely behind existing street or building signs as one method of camouflage.

K. M. *Traffic Obstruction.* Maintenance vehicles servicing facilities located in the public right-of-way shall not park on the traveled way or in a manner that obstructs traffic. No maintenance vehicle parking shall be permitted in red curb zones, handicap zones, or loading zones.

L. N. *Parking.* No net loss in minimum required parking spaces shall occur as a result of the installation of any WCF.

M. O. *Sidewalks and Pathways.* Cabinets and other equipment shall not impair pedestrian use of sidewalks or other pedestrian paths or bikeways on public or private land and shall be screened from view. Cabinets shall be undergrounded, to the maximum extent possible.

N. P. *Lighting.* WCF shall not include any beacon lights or strobe lights, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If beacon lights or strobe lights are required, the Development Review Board shall review the available alternatives and approve the design with the least visual impact. All other site lighting for security and maintenance purposes shall be shielded and directed downward, and shall comply with the City's outdoor lighting standards in City Code Section 4.199, unless otherwise required under Federal law.

O. Q. *Paint and Finish.* Towers, poles, antennas, and associated equipment shall either maintain a galvanized steel finish or be painted a non-reflective, neutral color, as approved by the Planning Director or Development Review Board, to minimize visibility. Attached communication facilities shall be painted so as to be identical to or compatible with the existing structure. Towers more than 200 feet in height shall be painted in accordance with the Oregon State Aeronautics Division and Federal Aviation Administration rules. Applicants shall attempt to seek a waiver of OSAD and FAA marking requirements. When a waiver is granted, towers shall be painted and/or camouflaged in accordance with subsection (.01), above. All ancillary facilities shall be colored or surfaced so as to blend the facilities with the surrounding natural and built environment.

P. R. *Use of Concealments.* Concealments are customized structures engineered to cover cell towers, antennas, DAS equipment and beautify them and make them either less visible or more pleasing to have in the landscape. Applicant shall present a proposal for concealment intended to meet the foregoing goal.

Q. S. *Public Works Standards.* Additional applicable construction and design standards are as set forth in the City's 2015 Public Works Standards.

R. T. *Compliance With All Laws.* Every WCF shall comply with all local, state, and federal laws, codes, and regulations including without limitation to the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

~~(.02) Site Size.~~ The site on which a transmission tower/pole is located shall be of a sufficient shape and size to provide all required setbacks as specified in this Code Section. Towers or poles only as permitted herein may be located on sites containing other principal uses in the same buildable area as long as all of the other general requirements of this Code Section are met.

~~(.03) Separation and Setbacks.~~

~~A. WCF shall be set back from any other property line by a distance at least equal to the maximum height of the facility including any antennas or other appurtenances attached thereto unless this requirement is specifically waived by the Planning Director or the Development Review Board for purposes of mitigating visual impacts or improving compatibility with other uses on the property.~~

~~B. A guyed tower located on sites containing other principal uses must maintain a minimum distance between the tower and other principal uses of the greater of 100 percent~~

breakpoint or 25 feet, unless this requirement is specifically waived by the Planning Director or Development Review Board for purposes of mitigating visual impacts or improving compatibility with other uses on the property.

- C. ~~WCF mounted on rooftops or City-approved alternative tower structures shall be exempt from these minimum separation requirements. However, WCF and related equipment may be required to be set back from the edge of the roof line in order to minimize their visual impact on surrounding properties and must be screened.~~
- D. ~~WCF towers and poles are prohibited in the required front yard, back yard, or side yard setback of any lot in any zone, and no portion of any antenna array shall extend beyond the property lines. For guyed towers or poles, all guy anchors shall be located outside of the setback from all abutting properties.~~

T. (-04) *Security Fencing.* WCF or towers shall be enclosed by decay-resistant security fencing not less than six feet in height and shall be equipped with an appropriate anti-climbing device. Fencing shall be compatible with other nearby fencing. Such requirements may be waived for attached WCF.

U. (-05) *Landscaping.* Landscaping shall be placed around the outside perimeter of the security fencing and shall consist of fast growing vegetation that can be expected to reach a minimum height of six feet and form a continuous hedge within two years of planting. Drought tolerant landscaping materials shall be required and otherwise meet the landscaping standards of City Code Section 4.176. Trees and shrubs in the vicinity of guy wires shall be of a kind that would not exceed 20 feet in height and would not affect the stability of the guys should they be uprooted. Landscaping shall be compatible with other nearby landscaping.

V. (-06) *Conflict with Right-of-Way.* No WCF shall be located within a planned or existing public right-of-way, unless it is specifically designed for the purpose in a way that will not impede pedestrian, bicycle, or vehicular traffic and the installation of any sidewalk or path that is a planned future improvement.

W. (-07) *Change to Approved WCF.* Any change to or expansion of a WCF that will in any way change the physical appearance of the WCF will require a new application.

(.02) Additional development standards applicable to new Macro WCF:

A. Site Size. The site on which a transmission tower/pole is located shall be of a sufficient shape and size to provide all required setbacks as specified in this Code Section. Towers or poles only as permitted herein may be located on sites containing other principal uses in the same buildable area as long as all of the other general requirements of this Code Section are met.

B. Separation and Setbacks.

1. WCF shall be set back from any other property line by a distance at least equal to the maximum height of the facility including any antennas or other appurtenances attached thereto unless this requirement is specifically waived by the Planning Director or the Development Review Board for purposes of mitigating visual impacts or improving compatibility with other uses on the property.
2. A guyed tower located on sites containing other principal uses must maintain a minimum distance between the tower and other principal uses of the greater of 100 percent breakpoint or 25 feet, unless this requirement is specifically waived by the Planning Director or Development Review Board for purposes of mitigating visual impacts or improving compatibility with other uses on the property.
3. WCF mounted on rooftops or City-approved alternative tower structures shall be exempt from these minimum separation requirements. However, WCF and related equipment may be required to be set back from the edge of the roof line in order to minimize their visual impact on surrounding properties and must be screened.

4. **WCF towers and poles are prohibited in the required front yard, back yard, or side yard setback of any lot in any zone, and no portion of any antenna array shall extend beyond the property lines. For guyed towers or poles, all guy anchors shall be located outside of the setback from all abutting properties.**

Section 4.804. Review Process and Approval Standards.

(.01) *Class I Process.* The following WCF are allowed with the approval of a WCF Site Plan to be reviewed by the Planning Director pursuant to a Class I process under City Code Section 4.030 (.01) A:

- A. Small Wireless Facilities in the public right-of-way.
- B. ~~Replacement of existing antennas on approved tower at same height.~~ **WCF Co-locations meeting the criteria outlined in Wilsonville Code Section 4.802.**

(.02) *Class II Process.* The following WCF are allowed with the approval of a WCF Site Plan to be reviewed by the Planning Director pursuant to a Class II process under City Code Section 4.030(.01)B:

- A. **New Macro** WCF proposed in the following locations excepted as noted in (.01) above:
 - 1. Any property owned by the City of Wilsonville, including public right-of-way;
 - 2. Any school property owned by any public school district;
 - 3. Any fire station property owned by any fire district;
 - 4. Any property within an electric utility substation.
- B. ~~WCFs attached to existing light, power, or telephone poles in all zones, subject to the development standards of Section 4.803.~~
- BC. WCF Co-locations **not** meeting the criteria outlined in Wilsonville Code **Section** 4.802.
- CD. Satellite dishes larger than one meter.

(.03) *Conditional Use Permit Requirements.* Applications for WCF in all other locations and situations, including moderate or high visibility facilities that exceed the height limit of the applicable zone, shall also require a Conditional Use Permit to be reviewed by the Development Review Board. In addition to the approval standards in City Code Section 4.030, the applicant shall demonstrate that the WCF Site Plan approval standards in this Section are met.

(.04) *Approval Criteria.* The Development Review Board shall approve the use and WCF Site Plan for any of the WCF listed in subsections of this Section upon a determination that the following criteria are met:

- A. The height of the proposed WCF does not exceed the height limit of the underlying zoning district, or does not increase the height of an existing facility.
- B. The location is the least visible of other possible locations and technological design options that achieve approximately the same signal coverage objectives.
- C. The location, size, design, and operating characteristics of the proposed WCF will be compatible with adjacent uses, residences, buildings, and structures, with consideration given to:
 - 1. Scale, bulk, coverage, and density;
 - 2. The suitability of the site for the type and intensity of the proposed WCF; and
 - 3. Any other relevant impact of the proposed use in the setting where it is proposed.
- D. All required public facilities have adequate capacity, as determined by the City, to serve the proposed WCF; and
- E. The proposed WCF complies with all of the general regulations contained in this Section 4.800—4.812.

(.05) *Conditions of Approval.* The City may impose any other reasonable condition(s) deemed necessary to achieve compliance with the approval standards, including designation of an alternate location. If compliance with all of the applicable criteria cannot be achieved through the imposition of reasonable conditions, the Application shall be denied.

(Ord. No. 831, 1-24-2019)

Section 4.805. Exemptions.

The following shall be considered exempt structures or activities under this Code Chapter:

- ~~(.01) Antennas (including direct to home satellite dishes, TV antennas, and wireless cable antennas) used by viewers to receive video programming signals from direct broadcast facilities, broadband radio service providers, and TV broadcast stations regardless of zone capacity.~~
- ~~(.02) Cell on Wheels (COW), which are permitted as temporary uses in nonresidential zones for a period not to exceed 60 days, except that such time period may be extended by the City during a period of emergency as declared by the City, County, or State.~~
- ~~(.03) Replacement antennas or equipment, provided the replacement antennas and/or equipment have the same function, size, and design to the replaced antenna and/or equipment and do not exceed the overall size of the original approved antenna and/or equipment.~~

(Ord. No. 831, 1-24-2019)

Section 4.8056. Damage, Destruction, or Interference to Other Utilities.

In the installation of any WCF within the right-of-way, care must be taken to install in such a way that does not damage, interfere with, or disturb any of the several other utilities that may already be located in the area. Any damage done to such other utilities must be immediately reported to both the City and the owner of the damaged utility, and must be promptly repaired by the permittee or the utility owner, with the permittee being responsible for all costs of repair, including any extra charges that may be assessed for emergency repairs. Failure to notify the City and the damaged utility provider will result in revocation of the WCF. When approving the location for a WCF, the location of other utilities, or the need for the location of other utilities, within the right-of-way must be considered before approval to locate the WCF will be given in order to ensure those other services to the public are not disrupted.

No additional changes proposed in this section, Sections 4.806 through 4.814 to be renumbered accordingly

**LP23-0002 Development Code Process Clarifications
Planning Commission Public Hearing Record Index
FINAL (September 13, 2023)**

Link to Ordinance No. 882 Exhibit 2:

https://www.ci.wilsonville.or.us/sites/default/files/fileattachments/city_council/meeting/125104/d.ordinance.no.882.exhibit.b.pdf

From The Director's Office

Greetings!

In many places across the country, long-range plans are prepared by municipalities only to sit idly on the shelf waiting for implementation. In Wilsonville, where a significant amount of long-range planning is undertaken, lack of implementation is not a problem as our plans are created with widely robust public engagement, giving them a meaningful shelf life, with the highest priority projects being rapidly advanced toward implementation. Whether it be the Transportation System Plan, Parks and Recreation Master Plan, Villebois Village Master Plan, Town Center Plan, or the Frog Pond Plan, Wilsonville's long-range plans get implemented.

This month's story is about the implementation of the Citywide Signage and Wayfinding Plan, which is a design guide to installing identification signage at city facilities and parks with new high-quality, long-lasting signage indicative of our community image. To date, I-5 monuments, wayfinding kiosks and City Hall logos have been installed to raise the city's profile, while providing key wayfinding. I am proud to report that the latest phase of implementation is complete with a new monument sign having been installed at the Library. Library Director Shasta Sasser is quite excited.

Along with the new monument (center photo), two new directional pedestrian finger board signs (top photo) have been installed. Additionally, two new park monuments have been installed at Boones Ferry and Engelman Parks (bottom photo).

It should be noted that the signs are made out of corten steel plates. They currently look black, but will soon transform into a beautiful weathered gold patina as the steel rusts. The change in color will occur over the next several months as we head into fall and winter. Next up, staff will be placing a similar sign in front of the new Public Works complex, and will continue to implement gateway and parks signs over the next couple of years as resources are committed by the Budget Committee.

In Wilsonville, plans have purpose and are created and adopted so that they can be implemented. This is yet another reason why Wilsonville is best in its class.

Respectfully submitted,

Chris Neamtzu, AICP

Community Development Director



Building Division

Whatcha Lookin At? - Building Codes

Building Codes—Some say that if it weren't for Hammurabi, who was King of the Babylonian Empire around 2,000 B.C., written building codes might not be what they are today. While the Code of Hammurabi was quite harsh by today's standards, we have come a long way in developing codes around building construction and building safety. By answering the following questions, we can start to see the importance of building codes and the role they play in our built environment.

What are Building Codes? They are a collection of laws and regulations pertaining to building construction, and adopted by a government authority. The Oregon Building Codes start with the national codes as their base document and incorporate local Oregon changes adopted by a state committee.

Why are Building Codes important? Building Codes ensure owners, builders, developers, and/or businesses provide at least the minimum level of building integrity to protect the health, safety, and general welfare of the occupants and the public in new and existing structures. Building Codes can also provide a basis for uniform building practice, providing contractors with a commonly understood and unbiased standard for quality of construction. Another important contribution is the provisions for accessibility (i.e. ADA) by making public buildings accessible to all users in spite of any disabilities the user might have. Some even say that building codes make the community a more desirable place to live and work. While some may think "the building code", refers to a specific code, the term has come to mean the collection of codes pertaining to all parts of a structure. The core family of codes generally consists of:

- Oregon Structural Specialty Code (OSSC)
- Oregon Residential Specialty Code (ORSC)
- Oregon Plumbing Specialty Code (OPSC)
- Oregon Mechanical Specialty Code (OMSC)
- Oregon Electrical Specialty Code (OESC)

Collectively, these codes support the rules, requirements and standards that every structure in our city is built on.



Economic Development Division

Oregon Economic Development Association (OEDA) – Summer Conference

Staff attended the summer conference of OEDA, which is “a statewide non-profit organization working to support economic development professionals who are on Oregon's front line diversifying and expanding Oregon's economy.” “OEDA connects [their membership] network through economic development training, conferencing, essential resources, and powerful advocacy in Salem as the only voice dedicated to advancing economic development policy in Oregon.”



The summer conference focused on the intersection of workforce and economic development. We heard from the Governor's office and the Oregon Employment Department, as well as several practitioners. The most relevant presentation came from Newberg, where the high school partners with a local business, A.R.E. Manufacturing.

Students learn critical skills in business management as well as advanced metal manufacturing skills. The key takeaway: if they can do it in Newberg, we can do it in Wilsonville. The critical components are the partners. To that end, now that school is starting again, staff will be reengaging with the Wilsonville High School, where they offer, among other courses, Computer Programming and Digital Arts, which may align with several Wilsonville technology companies.

Redesigning the Community Services Block

Staff has participated throughout the month of August with the interdepartmental team of staff touring and discussing special-purpose public buildings throughout the Portland Metro area, which will inform the redesign and master planning of the Community Services Block.

Economic Development staff is participating, as well as Planning, in order to provide input regarding the efficient use of land and alignment with the Town Center Plan. Staff is also watching for opportunities where the City may be able to realize revenues through a land-lease or sale in order to support the project and/or generate tax increment through the development of a portion of the land by a private enterprise.



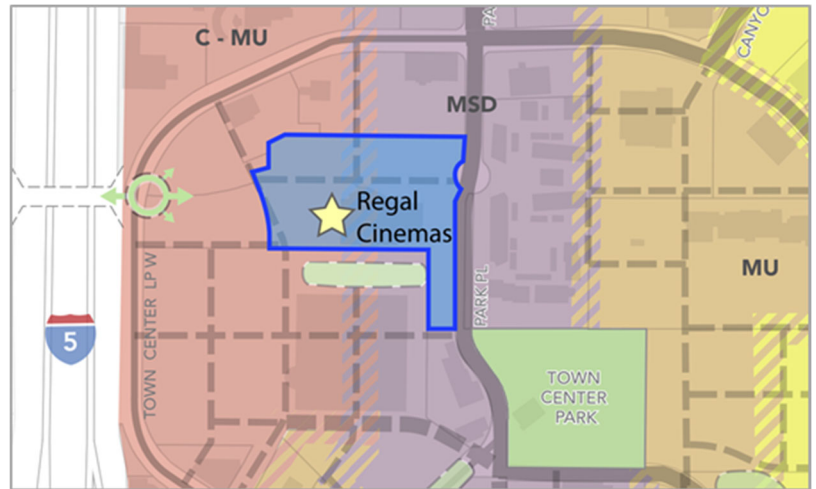
Economic Development Division

Regal Cinemas Closes, Opportunity Knocks

Wilsonville sadly lost its only movie theater in late July 2023. Regal Cinemas has filed for bankruptcy and as part of its restructure, the corporation is shedding underperforming locations, of which Wilsonville was one.

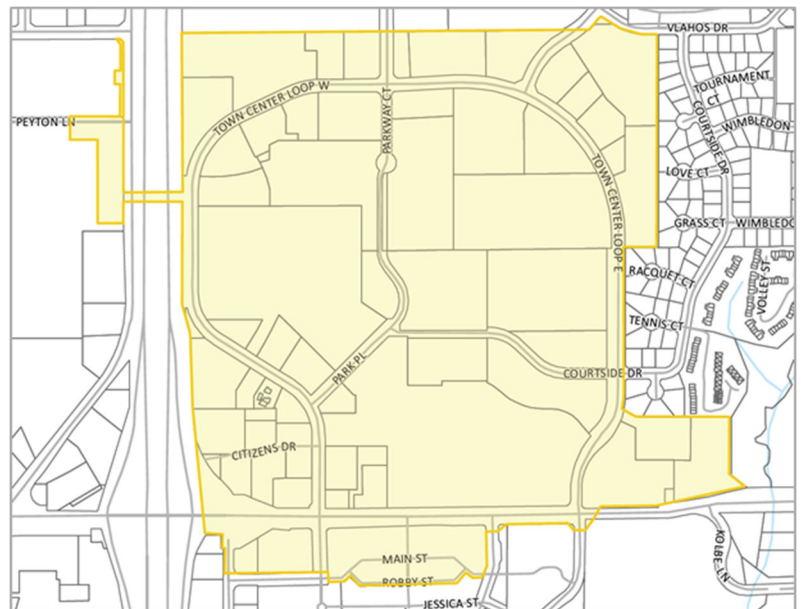
The property owner, Entertainment Properties (EPR), a real estate investment trust from Kansas City is now marketing the property for sale. Staff has spoken with both the listing broker and EPR to discuss the potential of the property, as well as its nuances which stem from the Town Center Plan and associated implementing code. Both economic

development and planning staff were present on the call. In short, while there are some reuses of the existing building that could be possible (e.g. another theater operator that wants to restart operations), the more likely and desirable scenario, absent a new theater operator and given the requirements of the code and the vision of the community, is that the building will be demolished and the 5.6-acre site will be redeveloped. Staff is working with the listing broker and also utilizing existing networks to promote the opportunity, which we hope will see more movement than the adjacent Fry's site. EPR has expressed motivation to sell.



Urban Renewal Task Force Holds Town Center Feasibility Study Meeting

On Monday August 21, 2023, the Urban Renewal Task Force met for the third time to discuss the potential creation of a new tax increment finance district (aka urban renewal) in the Town Center area. This meeting was the first meeting held after staff determined a revised Feasibility Study project timeline was necessary in order to accommodate and complete thorough analysis and forecasting of future development/ redevelopment within the Town Center planning area over the next 25-30 years. At the August 21 meeting, staff and consultants presented the development projections and the resulting financial tax increment revenue forecasts, findings of blight within the proposed district boundary, as well as the balance of the revised project schedule.



Staff will brief Council on the Task Force work and Feasibility Study progress on September 18. The Task Force will meet again in October. The project timeline culminates with community outreach and a subsequent advisory vote of the Wilsonville electorate to indicate community sentiment for a new urban renewal area to support development in the Town Center area, as envisioned in the 2019 Town Center 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 (pictured) 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)

Work under this paving contract with S-2 Contractors continues with complete road reconstruction on Wilsonville Road near Rose Lane. Lane striping and signal timing on Boeckman and Wilsonville Road are being coordinated and will be performed as soon as possible.

2024 Street Maintenance (4014/4717)

In its early stages, a Request for Proposals to design for this project was advertised on August 21. Once the proposals are received, evaluated and the most qualified designer is selected, staff will recommend to Council the award of the design contract in October.

5th Street/Kinsman Road Extension (1139/2099/4196)

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension and installation of a portion of the Ice Age Tonquin Trail. Final paving is complete. 5th Street railroad signal and crossing arms were installed the second week of June. Substantial completion was achieved at the end of May 2023.

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 and public input will guide the design team in alternatives analysis and decision making for the sewer and ultimately the trail alignments. Public outreach efforts are underway, including first Open House held on May 25 as well as a public meeting held on August 14. During the public meeting, background information was shared which 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 these 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. A ground breaking event was held on August 16. Review of the design of the bridge, roundabout, road improvements, and associated utilities are being refined and will be resubmitted soon. Long lead time items are being ordered to avoid impacts to the schedule. Construction costs are moving to review over the next month, and scheduled for possible Council approval is expected around November for the remainder of the project.

Charbonneau Consolidated Plan (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. In August, the City project team returned 90% plan comments to the design engineer. 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 August 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) anticipated for completion 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):

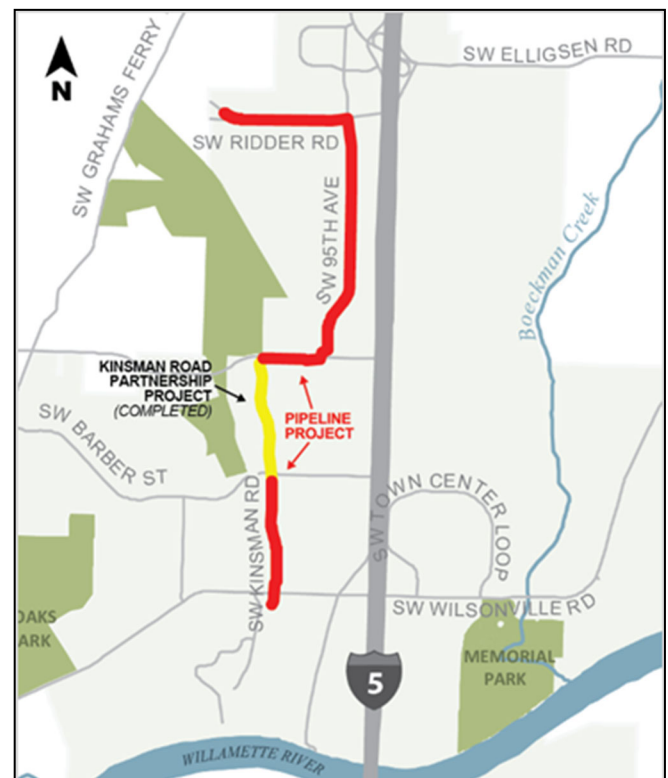
This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in 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 has begun near the intersection of Kinsman and Wilsonville Road.



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 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 continues to work on storm facilities.

Frog Pond West

If you've traveled on Stafford Road lately, you may notice the landscape is continuing to change with new houses going up quickly. Housing construction in Frog Pond Ridge, 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 on the model home is expected to begin in September.
- Frog Pond Oaks subdivision, a 41-lot subdivision located to the west of Frog Pond Crossing, stormwater facilities (pictured) are under construction as the contractor continues to prepare to pave.
- Frog Pond Vista subdivision, a 38-lot subdivision to the west of Frog Pond Oaks, has installed curbs and is working to complete utility testing.

Villebois Clermont

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



Canyon Creek South Phase 3



Frog Pond Oaks



Frog Pond Vista

Natural Resources Division

Citywide Wildlife Monitoring

In June, the City Council approved the Community Enhancement Program funding for FY 23/24. One of the funded projects involves the monitoring of wildlife year-round using a network of city-owned and managed motion detect cameras. In August, a consultant, Samara Group, installed the cameras on city-owned and school district property, including Memorial Park, Boones Ferry Park, Boeckman Creek corridor, Boones Ferry Primary School, and Boeckman Creek Primary School.

The consultant will maintain the cameras and collect, review, and organize the photos, and then work with City and School District staff to make the monitoring data available through a platform and distribution plan. To document the progress of the project, the consultant will provide an annual summary of wildlife data collected. These updates will be designed to be public facing and engaging to a wide range of audiences. The consultant will also work with City and School District staff to ensure the updates are useful in the various outreach methods (newsletter, city website, social media, etc.).

For more than a decade, in cooperation with Portland State University and Samara Group, the City has documented through wildlife monitoring the extensive use and effectiveness of the Boeckman Road and Kinsman Road wildlife passages. This project will extend the network of wildlife monitoring to other wildlife corridors, such as Boeckman Creek, Meridian Creek, and the Willamette River, and provide community members with a unique opportunity to learn about Wilsonville's wildlife.



Planning Division, Current

Administrative Land Use Decisions Issued

- 12 Type A Tree Permits
- 4 Type B Tree Permits
- 1 Class 1 Administrative Review
- 5 Class 2 Administrative Reviews
- 2 Class 1 Sign Permits
- 1 Class 2 Wireless Permit

Construction Permit Review, Development Inspections, and Project Management

In August, 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 met on August 14. Following a public hearing, the Board approved a master plan modification and site design review for planned improvements at the private Edith Green Park in Charbonneau.

DRB Panel B did not meet in August.

DRB Projects Under Review

During August, 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
- 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
- Park modifications at Edith Green Park in Charbonneau
- 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:



FROG POND EAST & SOUTH MASTER PLAN

(1) Development Code amendments, and (2) an infrastructure funding plan. During August the project team worked on an example layout of portions of the Master Plan area to test draft code concepts, particularly standards related to variety of housing and siting and design of residential buildings. Also during August work continued on the infrastructure funding plan working through understanding the different funding gaps and how to address them.

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 August, the project team held a work session with City Council to introduce the project and share the planned community engagement approach. A project survey was posted on Let's Talk, Wilsonville!, available in English and Spanish, and the project team gathered community input on housing needs and strategies at the Party in the Park event.

Oregon White Oak Response Coordination

In August, 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 is coordinating closely with the Oregon Departments of Agriculture and Forestry on immediate plans to triage protective treatment of important oaks in the community.

Statewide Policy Involvement

In August, members of the Planning Staff, together with Engineering and Building Staff continued to track the Governor's Housing Production Advisory Council (HPAC) focused on fees, permitting process, and review standards. Oral testimony was provided during an August 11 HPAC meeting. In addition, staff continued to track updated rules related to Climate Friendly and Equitable Communities.

Planning Division, Long Range

Planning Commission

The Planning Commission did not meet in August.

Wilsonville Town Center Plan

Town Center Plan Implementation

During August, the Town Center project team continued work on a detailed Urban Renewal Feasibility Study, taking the findings of the recently adopted Infrastructure Funding Plan and further assessing forecasted revenues, maximum indebtedness, a project list, and proposed district boundary for an Urban Renewal District in Town Center. The project team refined assumptions on anticipated development timing and location in Town Center to update projections on maximum indebtedness for a future Urban Renewal District. This information was presented to the Urban Renewal Task Force on August 21, along with an updated project timeline. The next Urban Renewal Task Force meeting is planned for early fall to discuss project list prioritization.



WILSONVILLE TOWN CENTER

- **Finance Dept. Update(s):** Over the course of the last several years, we've seen a shift in walk-in traffic at City Hall, as many of those tasks can now be performed online. In response, and in an effort to meet as many of our internal and external customer's needs right as they walk in the front door, Finance has assumed responsibility of the downstairs front counter. This includes the addition of an over-arching customer service personnel. Utility Billing has also (temporarily) transitioned downstairs.
- **Budget Supplemental:** The City's first budget supplemental is scheduled for Council review on October 2. More detail will come by way of a Council Staff Report before the public hearing is held.
- **Transit Tax:** A big shout out to the Finance and IT departments for their perseverance. As an open item since implementation, EnerGov payments were not seamlessly flowing into Munis [our financial enterprise resource planning system]. In response, the team logged a support ticket back in February. Since then the team has performed updates, adjusted the configuration settings, cleared the cache, reset the server ... Finally, in August, the issue was resolved.
- **Utility Billing:** The City was approved for the Low Income Household Water Assistance (LIHWA) program through Clackamas County. They first reached out to anyone that qualified for Low Income Household Energy Assistance Program (LIHEAP) since they are considered pre-qualified. Additionally, we referred 296 accounts based on a criteria, of: those on payment plans, those that already receive assistance from Wilsonville Community Sharing, or have received a delinquent notice within the last six months.

In response, LIHWA has already approved 13 accounts, with one (1) more currently in the application process. In total, they have committed to sending the City \$9,098 towards water/sewer bills. Three of these accounts were on a payment plan. The average amount received is \$700 per household.

- **Customer Outreach:** To further promote the City's new online Utility Billing (payment) portal, Cricket and Eleesa will be attending the Charbonneau Community Event on September 6. Each participant is asked to donate an item for their raffle prize. This year, the City is donating this fun lemon themed basket.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 15,090,000	\$ 2,243	\$ 15,087,757	0%
Intergovernmental	2,715,173	10,333	2,704,840	0%
Licenses and permits	242,800	95,238	147,562	39%
Charges for services	413,164	88,701	324,463	21%
Fines and forfeitures	250,000	45,369	204,631	18%
Investment revenue	304,600	26,625	277,975	9%
Other revenues	681,450	41,724	639,726	6%
Transfers in	5,337,741	961,423	4,376,318	18%
TOTAL REVENUES	\$ 25,034,928	\$ 1,271,655	\$ 23,763,273	5%
Personnel services	\$ 12,185,032	\$ 1,340,381	\$ 10,844,651	11%
Materials and services	12,845,271	1,430,735	11,414,536	11%
Capital outlay	274,000	113,133	160,867	41%
Debt service	1,134,284	1,129,631	4,653	100%
Transfers out	7,023,981	182,523	6,841,458	3%
TOTAL EXPENDITURES	\$ 33,462,568	\$ 4,196,402	\$ 29,266,166	13%
610 - Fleet Fund				
Charges for services	\$ 1,722,180	\$ 287,030	\$ 1,435,150	17%
Investment revenue	8,200	1,575	6,625	19%
TOTAL REVENUES	\$ 1,730,380	\$ 289,381	\$ 1,440,999	17%
Personnel services	\$ 985,470	\$ 105,806	\$ 879,664	11%
Materials and services	801,417	118,415	683,002	15%
Capital outlay	303,800	95,402	208,398	31%
Transfers out	2,400	400	2,000	17%
TOTAL EXPENDITURES	\$ 2,093,087	\$ 320,023	\$ 1,773,064	15%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,204,000	\$ 385,615	\$ 818,385	32%
Investment revenue	71,700	4,400	67,300	6%
TOTAL REVENUES	\$ 1,275,700	\$ 390,015	\$ 885,685	31%
Personnel services	\$ 1,076,940	\$ 109,367	\$ 967,573	10%
Materials and services	198,774	70,656	128,118	36%
Transfers out	346,058	57,678	288,380	17%
TOTAL EXPENDITURES	\$ 1,621,772	\$ 237,701	\$ 1,384,071	15%
231 - Community Development Fund				
Licenses and permits	\$ 852,302	\$ 162,832	\$ 689,470	19%
Charges for services	723,900	68,768	655,132	9%
Investment revenue	44,400	2,452	41,948	6%
Transfers in	3,027,023	303,503	2,723,520	10%
TOTAL REVENUES	\$ 4,647,625	\$ 537,556	\$ 4,110,069	12%
Personnel services	\$ 3,685,060	\$ 402,642	\$ 3,282,418	11%
Materials and services	803,584	55,980	747,604	7%
Transfers out	607,926	101,322	506,604	17%
TOTAL EXPENDITURES	\$ 5,096,570	\$ 559,944	\$ 4,536,626	11%
240 - Road Operating Fund				
Intergovernmental	\$ 2,240,600	\$ -	\$ 2,240,600	0%
Investment revenue	52,200	4,754	47,446	9%
Other revenues	-	242	(242)	-
TOTAL REVENUES	\$ 2,292,800	\$ 4,997	\$ 2,287,803	0%
Personnel services	\$ 524,370	\$ 51,548	\$ 472,822	10%
Materials and services	616,212	111,884	504,328	18%
Capital outlay	300,000	8,950	291,050	3%
Debt service	358,000	47,524	310,476	13%
Transfers out	2,161,694	316,375	1,845,319	15%
TOTAL EXPENDITURES	\$ 3,960,276	\$ 536,282	\$ 3,423,994	14%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,249,000	\$ 223,828	\$ 2,025,172	10%
Investment revenue	87,100	4,959	82,141	6%
TOTAL REVENUES	\$ 2,336,100	\$ 228,787	\$ 2,107,313	10%
Transfers out	\$ 4,235,000	\$ 15,152	\$ 4,219,848	0%
TOTAL EXPENDITURES	\$ 4,235,000	\$ 15,152	\$ 4,219,848	0%
260 - Transit Fund				
Taxes	\$ 6,000,000	\$ 1,419,642	\$ 4,580,358	24%
Intergovernmental	4,174,500	-	4,174,500	0%
Charges for services	40,000	2,363	37,637	6%
Fines and forfeitures	5,000	990	4,010	20%
Investment revenue	425,100	18,554	406,546	4%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 10,660,600	\$ 1,441,549	\$ 9,219,051	14%
Personnel services	\$ 5,058,100	\$ 466,764	\$ 4,591,336	9%
Materials and services	3,239,530	350,394	2,889,136	11%
Capital outlay	2,060,000	-	2,060,000	0%
Transfers out	1,043,990	113,738	930,252	11%
TOTAL EXPENDITURES	\$ 11,401,620	\$ 930,896	\$ 10,470,724	8%
510 - Water Operating Fund				
Charges for services	\$ 10,104,780	\$ 1,580,433	\$ 8,524,347	16%
Fines and forfeitures	-	1,820	(1,820)	-
Investment revenue	324,500	27,205	297,295	8%
Other revenues	1,168,080	1,134,473	33,607	97%
TOTAL REVENUES	\$ 11,597,360	\$ 2,743,931	\$ 8,853,429	24%
Personnel services	\$ 687,800	\$ 66,085	\$ 621,715	10%
Materials and services	5,050,863	221,652	4,829,211	4%
Capital outlay	655,000	52,960	602,040	8%
Debt service	371,000	49,432	321,568	13%
Transfers out	11,003,045	443,950	10,559,095	4%
TOTAL EXPENDITURES	\$ 17,767,708	\$ 834,079	\$ 16,933,629	5%
520 - Sewer Operating Fund				
Charges for services	\$ 8,477,900	\$ 660,682	\$ 7,817,218	8%
Investment revenue	114,900	16,710	98,190	15%
Other revenues	31,500	5,281	26,219	17%
Transfers in	600,000	-	600,000	0%
TOTAL REVENUES	\$ 9,224,300	\$ 682,673	\$ 8,541,627	7%
Personnel services	\$ 449,960	\$ 47,977	\$ 401,983	11%
Materials and services	4,121,454	279,239	3,842,215	7%
Capital outlay	125,509	-	125,509	0%
Debt service	2,880,000	33,648	2,846,352	1%
Transfers out	9,857,299	309,960	9,547,339	3%
TOTAL EXPENDITURES	\$ 17,434,222	\$ 670,824	\$ 16,763,398	4%
550 - Street Lighting Fund				
Charges for services	\$ 540,540	\$ 47,430	\$ 493,110	9%
Investment revenue	17,000	1,317	15,683	8%
TOTAL REVENUES	\$ 557,540	\$ 48,747	\$ 508,793	9%
Materials and services	\$ 366,450	\$ 18,306	\$ 348,144	5%
Transfers out	522,500	-	522,500	0%
TOTAL EXPENDITURES	\$ 888,950	\$ 18,306	\$ 870,644	2%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,678,840	\$ 297,422	\$ 3,381,418	8%
Investment revenue	55,100	7,730	47,370	14%
TOTAL REVENUES	\$ 3,733,940	\$ 305,152	\$ 3,428,788	8%
Personnel services	\$ 324,810	\$ 40,696	\$ 284,114	13%
Materials and services	830,350	46,416	783,934	6%
Debt service	838,000	42,841	795,159	5%
Transfers out	6,224,965	382,086	5,842,879	6%
TOTAL EXPENDITURES	\$ 8,218,125	\$ 512,039	\$ 7,706,086	6%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,000,000	\$ 1,277,488	\$ 722,512	64%
Investment revenue	28,300	4,655	23,645	16%
TOTAL REVENUES	\$ 2,028,300	\$ 1,282,143	\$ 746,157	63%
Materials and services	\$ 36,180	\$ -	\$ 36,180	0%
Transfers out	3,199,297	7,402	3,191,895	0%
TOTAL EXPENDITURES	\$ 3,235,477	\$ 7,402	\$ 3,228,075	0%
348 - Washington County TDT				
Washington County TDT	\$ 250,000	\$ -	\$ 250,000	0%
Investment revenue	44,700	1,905	42,795	4%
TOTAL REVENUES	\$ 294,700	\$ 1,905	\$ 292,795	1%
346 - Roads SDC				
System Development Charges	\$ 1,800,000	\$ 1,690,051	\$ 109,949	94%
Investment revenue	40,000	13,027	26,973	33%
TOTAL REVENUES	\$ 1,840,000	\$ 1,703,078	\$ 136,922	93%
Materials and services	\$ 43,130	\$ -	\$ 43,130	0%
Transfers out	10,712,968	8,144	10,704,824	0%
TOTAL EXPENDITURES	\$ 10,756,098	\$ 8,144	\$ 10,747,954	0%
396 - Parks SDC				
System Development Charges	\$ 550,000	\$ 152,088	\$ 397,912	28%
Investment revenue	12,000	2,246	9,754	19%
TOTAL REVENUES	\$ 562,000	\$ 154,334	\$ 407,666	27%
Materials and services	\$ 17,570	\$ -	\$ 17,570	0%
Transfers out	1,111,946	2,051	1,109,895	0%
TOTAL EXPENDITURES	\$ 1,129,516	\$ 2,051	\$ 1,127,465	0%
516 - Water SDC				
System Development Charges	\$ 1,515,000	\$ 642,074	\$ 872,926	42%
Investment revenue	50,000	12,772	37,228	26%
TOTAL REVENUES	\$ 1,565,000	\$ 654,846	\$ 910,154	42%
Materials and services	\$ 26,980	\$ -	\$ 26,980	0%
Debt service	452,000	83,601	368,399	18%
Transfers out	8,803,824	8,864	8,794,960	0%
TOTAL EXPENDITURES	\$ 9,282,804	\$ 92,465	\$ 9,190,339	1%
526 - Sewer SDC				
System Development Charges	\$ 725,000	\$ 293,775	\$ 431,225	41%
Investment revenue	9,900	1,695	8,205	17%
TOTAL REVENUES	\$ 734,900	\$ 295,470	\$ 439,430	40%
Materials and services	\$ 22,930	\$ -	\$ 22,930	0%
Transfers out	1,605,323	12,548	1,592,775	1%
TOTAL EXPENDITURES	\$ 1,628,253	\$ 12,548	\$ 1,615,705	1%
576 - Stormwater SDC				
System Development Charges	\$ 690,000	\$ 230,319	\$ 459,681	33%
Investment revenue	109,700	4,315	105,385	4%
TOTAL REVENUES	\$ 799,700	\$ 234,634	\$ 565,066	29%
Materials and services	\$ 5,980	\$ -	\$ 5,980	0%
Transfers out	360,603	35,192	325,411	10%
TOTAL EXPENDITURES	\$ 366,583	\$ 35,192	\$ 331,391	10%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 800	\$ 25	\$ 775	3%
TOTAL REVENUES	\$ 800	\$ 25	\$ 775	3%
Materials and services	\$ 5,000	\$ 277	\$ 4,723	6%
Transfers out	25,000	-	25,000	0%
TOTAL EXPENDITURES	\$ 30,000	\$ 277	\$ 29,723	1%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 262,000	\$ 17,062	\$ 244,938	7%
TOTAL REVENUES	\$ 262,000	\$ 17,062	\$ 244,938	7%
Materials and services	\$ 262,900	\$ 11,880	\$ 251,020	5%
Capital outlay	9,273,000	34,507	9,238,493	0%
TOTAL EXPENDITURES	\$ 9,535,900	\$ 46,387	\$ 9,489,513	0%
810 - Westside Program Income				
Investment revenue	\$ 3,715	\$ 514	\$ 3,201	14%
TOTAL REVENUES	\$ 3,715	\$ 514	\$ 3,201	14%
815 - Westside Capital Projects				
Investment revenue	\$ 165,000	\$ 160	\$ 164,840	0%
TOTAL REVENUES	\$ 165,000	\$ 160	\$ 164,840	0%
Materials and services	\$ 257,364	\$ 18,144	\$ 239,220	7%
Capital outlay	710,000	-	710,000	0%
TOTAL EXPENDITURES	\$ 967,364	\$ 18,144	\$ 949,220	2%
817 - Westside Debt Service				
Taxes	\$ 1,672,200	\$ -	\$ 1,672,200	0%
Investment revenue	20,630	7,274	13,356	35%
TOTAL REVENUES	\$ 1,692,830	\$ 7,274	\$ 1,685,556	0%
Debt service	\$ 4,702,025	\$ -	\$ 4,702,025	0%
TOTAL EXPENDITURES	\$ 4,702,025	\$ -	\$ 4,702,025	0%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 3,095	\$ 4,033	\$ (938)	130%
Transfers in	500,000	-	500,000	0%
TOTAL REVENUES	\$ 503,095	\$ 4,033	\$ 499,062	1%
Materials and services	\$ 136,500	\$ 22,000	\$ 114,500	16%
TOTAL EXPENDITURES	\$ 136,500	\$ 22,000	\$ 114,500	16%
827 - Coffee Creek Debt Service				
Taxes	\$ 566,800	\$ -	\$ 566,800	0%
Investment revenue	8,510	133	8,377	2%
TOTAL REVENUES	\$ 575,310	\$ 133	\$ 575,177	0%
Debt service	\$ 782,000	\$ -	\$ 782,000	0%
TOTAL EXPENDITURES	\$ 782,000	\$ -	\$ 782,000	0%

From the Director

The beloved Summer Reading Program came to an exciting end as kids, teens, and adults turned in their final Reading Logs, Science Logs, and Bingo Cards. Over the summer, more than 1,000 Wilsonville readers participated in the Summer Reading Program. Thank you to everyone who joined in the reading and science fun!

Youth programs in August featured STEAM programs for kids of all ages. OMSI, Oregon Coast Aquarium, and the University of Oregon Natural History Museum held classes for preschoolers through 5th graders. On the arts side, Youth Music Project held an "Instrument Petting Zoo," where kids could try out different rock music instruments, and Japanese youth drumming group enTaiko performed a concert in Memorial Park. Youth programs return in September with the return of Baby & Toddler Time, Family Storytime, Play Group for the little ones, and Teen Drop-in Afterschool Activities for teens.

Adult programs included a Space Talk about the Mars helicopter Ingenuity, an online program about Cleopatra, and a concert by the Portland Lesbian Choir. The Walking Book Club, Genealogy Club, and English (ESL) class met. The First Friday Film was *Jerry & Marge Go Large*.

August also saw our 4th annual Short Story Contest for all ages. We received over thirty entries by the submission deadline. Library staff will judge the stories for creativity, style, and voice. Winners for each age group will be announced at the end of September.

We had a number of staffing changes in August. Long-time Volunteer Coordinator Mary Jo Anca retired and our Teen Intern Isabella Coppola had her last day at the library after a culminating project that included a wall-to-wall bulletin board display. Outreach Librarian Crystal Reynolds started work and has already been to several outreach events in the community. We hired Ethan Picman as the new Library Services Manager and we are excited for him to begin work at the library in September. Recruitment for the Volunteer Coordinator and a weekend Circulation Clerk has started.

A new microfilm reader provided by the Library Foundation has arrived and is located in its new home behind the public computers. The microfilm reader is already seeing use by history enthusiasts.



The library has a new drive-up bookdrop! Thanks go to the Public Works department for installing it so quickly, and for striping the library drive-up and parking lot for better traffic flow.

-Shasta Sasser, Library Director



Parks and Recreation Report | August 2023

Director's Report

The big event in August was our Community Party in the Park held on August 24 in Town Center Park. This event was an opportunity for each City department to showcase their work and engage with the community. We also had live music, food trucks, chalk art, art for kids, duck races, the SMART train and so much more. The event was very well attended. It is great to be a part of a city organization that is so involved in the community, and reciprocally, a community that shows up so enthusiastically at special events.

On the Parks side of things, after a very long time coming, Villebois Regional Parks 5, 6, 7 and 8 (Trocadero, Cavallo, Oulanka, and Tivoli respectively) have officially transitioned out of the construction phase. All amenities at these parks are now open to the public! Thanks for a wonderful summer Wilsonville!

~ Kris Ammerman



Recreation & Community Center Updates:

Fall Registration Now Open:

Fall Registration opened on August 21. The most recent activity guide spans the months of September through December. It features annual events like Fall Harvest Festival, the Community Tree Lighting, the Annual Toy Drive, and more! New class offerings are available like Youth Improv, In-Person Watercolor, and Acrylic Painting.

Fall registration is off to a strong start for Community Center wellness classes. Eight sessions of Healthy Bones and Balance have filled to capacity with over 200 registrations between the eight classes. Tai Chi has eight (8) registered so far, and the ever popular, Sit and Be Fit program continually draws 15-20 per day for the drop-in fitness class.

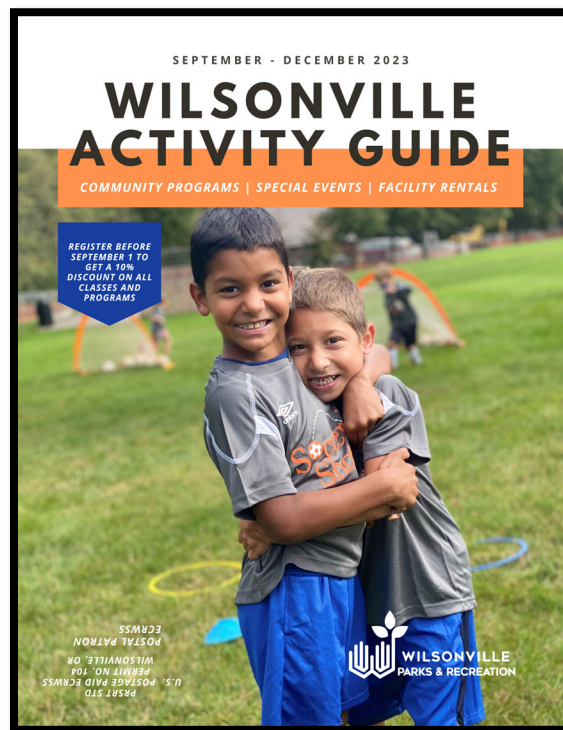
Mini Hoopers Basketball, the City's 1st and 2nd grade basketball program organized by the Parks and Rec Department has opened registration and seen a great response from the community. 57 kids have registered for the program with an expected total participation of 120.

Community Party in the Park a Success!

The annual Community Party in the Park Event (previously known as the Block Party) was held on August 24 in Town Center Park. The event featured live music from Anna Gilbert and band, chalk art from local Chalk artist, Brittany Resch, food trucks from Wilsonville Blazing Taco, Cousins Maine Lobster, Koi Fusion and Kona Ice. The event also featured Mystiques Fancy Faces Face Paint, Dewdrop the Unicorn from PNW Unicorn Therapy, inflatable games from Portland Party Works, and more! City departments each tabled with an activity or engagement opportunity, and the Parks and Rec team ran rubber duck races in the water feature. Overall, the Parks and Rec team thought it was the most well attended Party in the Park event since it began in 2017.

Community Center Update:

The Community Center's nutrition program welcomed the Clackamas County Senior Advisory Board in August. This volunteer Board visits all Community/Senior Centers in the County to enjoy a meal and give feedback on the various Center's nutrition program and overall Center operation. The Board was impressed with the quality of the meal provided by the Center's nutrition staff and was overwhelmed with the positive comments from Center attendees.



Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

Although the ACHC did not meet in August, staff brought the Public Art Program Guidelines and Policy Draft to City Council work session for feedback this month. The ACHC has been working on these guidelines and policies for several months in an effort to establish the City's Public Art program. The first art gallery exhibit at City Hall also got installed this month which features work from local Wilsonville artist and ACHC Member, Susan Schenk. The art gallery program is through a partnership with Clackamas County Arts Alliance and exhibits will rotate every three (3) months. Additionally the ACHC, along with Wilsonville Arts and Culture Council, were pleased to participate in the Party in the Park event where they tabled and encouraged kids to create their own chalk art.

Lastly, staff was excited for the opportunity to attend the Northwest Public Art Consortium for Arts Administrators which took place at the Patricia Reser Center for the Arts in Beaverton.



Kitakata Sister City Advisory Board

The Kitakata Sister City board worked diligently in August to recruit local host families for the incoming Kitakata middle school group in late October. The board is still looking for a few additional host families. Applications may be found at ci.wilsonville.or.us/sistercity

A total of 13 students and two (2) chaperones will be visiting Wilsonville from Kitakata from October 28 through November 5. Their itinerary during their stay will include days at local Wilsonville Schools, a hike at Silver Falls State Park, Halloween activities and more! Council members and staff are encouraged to join any and all planned activities. Reach out to Recreation Coordinator, Erica Behler at Behler@ci.wilsonville.or.us if interested.

Other Group Highlights

Wilsonville Community Seniors Inc.—Wilsonville Community Seniors Inc. began ticket sales for their Fall Spaghetti fundraiser which will take place Saturday, September 23 at 5pm.

Upcoming Events

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

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

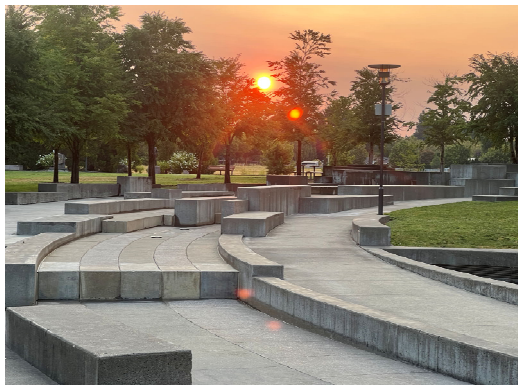
Harvest Festival: October 21, 10am-1pm, Stein-Boozier Barn

Kitakata Student Visit to Wilsonville: October 28-November 5

Parks Team

Summer Season Comes to a Close...

The Parks team has had a very busy Summer season. With water features coming to a close on September 5, and special events season winding down, the team will begin to focus on Fall maintenance routines, and special projects.



End of Water Features



Murase Play Equipment



**Disc Golf Tournament
Winners**



**Twist Bioscience Volunteer Day
At the Tauchman House**



Party in the Park Support



Routine Equipment Clear



City of Wilsonville Police

AUGUST 2023



Late in July, Deputy Colton Anderson, an officer with the Wilsonville Police Department, contacted a wanted subject who had a six month old puppy named Oakley with him. The subject was extremely upset about being separated from his dog.

Anderson searched for a dog services location who could take Oakley, but was not in luck. With respect, Anderson reached out to the subject's probation officer in Lane County and was able to come to an agreement that allowed for the subject to be released in Clackamas County with a promise to appear in Lane County.

Anderson's professionalism, ability to think "outside the box," and the respect he showed the wanted person demonstrated the nature and standard we strive for at the Clackamas County Sheriff's Office.

We said goodbye to our friend and coworker, Detective Jeff Burlew, who passed away late in August this year.

Burlew hired on in 1995, and while here worked as a Deputy, Field Training Officer, served as a member of the Child Abuse Team, Homicide and Violent Crimes Unit, and the Inter-

agency Child Exploitation Prevention Team. He was promoted to detective in 2006, and was one of the leads for the 2012 Clackamas Town Center shooting.

He will be remembered for many things by those who loved and knew him, including his exceptional work ethic, sense of humor, Batman, and, above all, for being a really good human.



The City of Wilsonville held its Party in the Park! On August 24. Wilsonville Police shared a booth Clackamas County Mental Health. The evening was hot! The booths were numerous, the music was fun, the food was good, and the people were out in droves.





City of Wilsonville

Call Activity

9,396

Total Calls

YEAR 2023

High Priority • 913

Medium Priority • 6,452

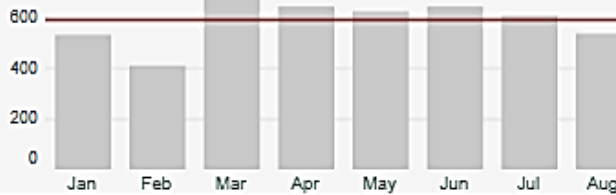
Low Priority • 2,031

Public-Initiated • 4,685

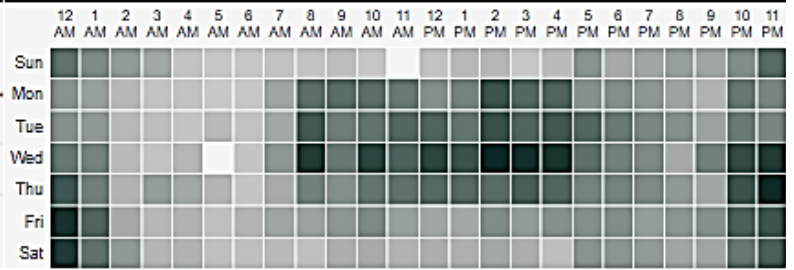
Deputy-Initiated • 4,711

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)

AUGUST 2023

3
Alarm

212
Assist

303
Civil

133
Crime

1,031
Disorder

461
Follow-Up

491
Other

2,077
Traffic

Alarm	Alarm	508
Assist	Assist Public	413
	Assist Fire/Medical	81
	Assist Other Agency	70
	Missing Person	29
	Warrant	27
	Assist Law Enforcement	16
	Marine Assist/Rescue	1
Civil	Civil	388
	Behavioral Health	112
Crime	Theft	241
	Harassment/Menacing	233
	Domestic Violence	179
	Trespass	159
	Fraud	133
	Criminal Mischief	104
	Assault/Abuse	98
	Hit & Run	85
	Stolen Vehicle	72
	Burglary	47
	Vice	35
	Sex Offense	31
	Violation of Restraining Order	18
	Escape/Pursuit	13
	Littering	11
	Robbery	8
	Arson	1

Disorder	Suspicious Activity	1,217
	Welfare Check	374
	Parking Disorder	228
	Premise Check	157
	Subject Contact	121
	Juvenile Disorder	85
	Animal Disorder	72
	Disturbance	70
	Noise Disorder	59
	Unwanted Person	47
	Extra Patrol	37
	Recovered Stolen Vehicle	23
	Shots Fired	14
	Prowler	7
	Fireworks	5
	Ordinance Disorder	3
	Marine Patrol	1
Follow-Up	Follow-Up	818
Other	Other	616
Traffic	Traffic Stop	2,014
	Traffic Crash	131
	Traffic Disorder	94
	Hazard	68
	DUII	22

From The Director's Office:

During August progress on the Public Works Complex included the installation of wall insulation at the main entrance to the admiration building (shown below), completion of interior framing and beginning of sheet rock placement. Roof trusses were placed over the storage bins, vehicle wash and decant buildings and the roof on both administration building and warehouse were completed.

Additional job site photos can be found on page 9 and 10 of this report.



Best Regards,

Delora Kerber, Public Works Director

Facilities

Water Feature Maintenance

Facilities teamed up with Parks to perform maintenance on the Murase Water Feature. Staff drained the surge tanks, removed toys and other debris, and pressure washed the inside of the tank. The water features are open for one more weekend of fun.



Hydro-excavation

Staff used the Vactor truck to hydro excavate a trench at the Community Sharing/Art Tech building to install new electrical conduit for parking lot lights. The power was rerouted from the Kiva building, which will be undergoing some big changes in the near future.



Facilities—cont.

Wilsonville Public Library Updates

The Facilities team installed new bollards in the crosswalk between the front door and the parking lot. This will improve pedestrian safety for library patrons.



And, the new library book return in the drive-thru has arrived!



Stormwater

Water Quality Manhole Maintenance

The Stormwater team focused on cleaning public water quality manholes. Maintenance must be done at the driest time of the year, as these devices are collectors for large drainage areas and will be affected by even a small amount of precipitation. Water quality manholes are designed to settle out all the suspended solids and filter pollutants that are collected from surface water runoff. Staff cleaned about 150 water quality manholes and other water quality facilities that play an important role in keeping rivers and streams clean.



Stormwater level spreader—Before and After

Roads

Manhole Repair on Wilsonville Road

The Roads Department hustles during the warm, dry months. Staff have been doing road repairs, including fixing a loose manhole and patching the surrounding road surface on Wilsonville Road. Staff also repaired a failed section of road in the Villebois neighborhood.



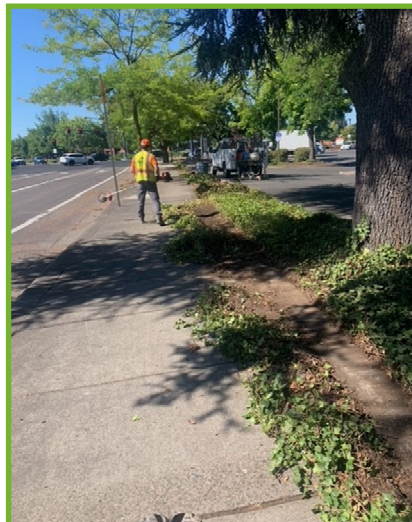
Roads—cont.

Thermoplastic Markings, Signs and Landscape Maintenance

The crew put our new thermoplastic heater to good use repairing crosswalks. This equipment allows staff to apply preformed thermoplastic at a much faster and more consistent rate. We look forward to placing or refreshing crosswalks and symbols around town.



The Roads team also completed another round of landscaping in city-maintained medians and sign maintenance. They replaced the stop sign at Tooze and Westfall Road that was found knocked over.



Utilities— Wastewater

Sewer Inspections and Cleaning

The Wastewater crew continued cleaning sewer lines and performing closed circuit television (CCTV) inspections. This month, the crew performed a CCTV inspection of the storm and sanitary piping at the new Public Works facility in order to identify any defects before paving begins.



David at work in the CCTV van

Staff tackled a unique challenge this month: retrieving an 18 inch wide by 30 inch long plywood board that had made its way into the 30 inch Interceptor sewer that runs down Boones Ferry Road in Old Town. The board likely came from construction work in the area. On the first attempt, the crew performed a manhole entry and attempted to grab it. They were not able to obtain a good grip and the force of the flow pushing down on it was too much. The second attempt was successful and involved jetting water from a downstream manhole using the largest cleaning nozzle available. They recovered it from the downstream manhole and prevented serious consequences, such a blockage in the pipe or at the treatment plant.



The offending board



Jared driving the camera

Utilities— Water

Work Orders, Water Line Samples and Vault Inspections

High temperatures and dry conditions mean increased water use and our Utility Billing Department sends over any suspiciously high meter reads. Seeing an increase in consumption during the summer months is normal, but occasionally, a big spike in usage can mean there is a leak in an irrigation system. Staff also collected bacteriological samples to test new water lines that have been installed as part of residential construction projects at Frog Pond and Canyon Creek South. In addition, they inspected utility vaults to ensure that the sump pumps are all operational and to put eyes on the valve or meter that is housed within the vault.

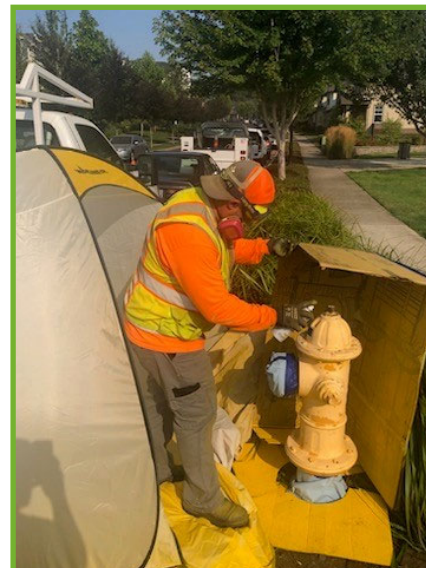


Hydrant Maintenance

The crew has been taking advantage of the dry weather to paint fire hydrants. Hydrants are being painted along Boeckman, Canyon Creek, Parkway, and Wilsonville Roads.



Prepping to paint



Spraying the hydrant

Public Works Complex, cont.



Material storage bins (building E)



Inside warehouse (building B)

Public Works Complex, cont.



Elevator shaft (building A)



Large conference room (building A)

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

August 2023 Report



Where were you on the morning of August 29, 2005? The day lives would be forever changed. The day the governor of Louisiana called me and many others to action. The day a storm of epic proportion slammed the Gulf Coast, branding its name on coastal cities in three states and forever claiming its infamous spot in history.

Hurricane Katrina remains a cataclysm that will forever stay on my mind. They say that “time heals all wounds,” perhaps, but I have long believed time to be neutral; not good nor bad, it’s just time. I would later discover that time is not always a natural healer.

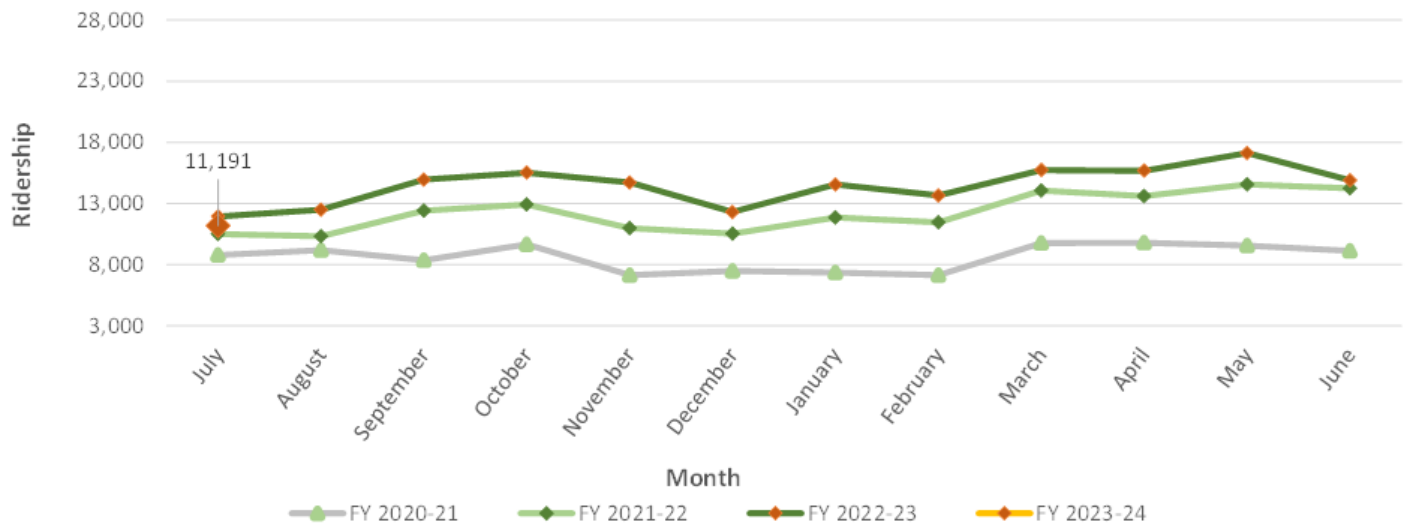
Many have asked me, Dwight, what was it like to be at ground zero? What was going through your mind when Katrina unleashed her anger on New Orleans, and you were called to serve? I was unable to formulate coherent answers to these questions in the immediate years following the hurricane wrought with death and destruction. I can now say without reservation that Hurricane Katrina was war-like. It was hell on Earth. I believe General George S. Patton described it best when he wrote: *“In forty hours I shall be in battle, with little information, and on the spur of the moment will have to make most momentous decisions, but I believe that one’s spirit enlarges with responsibility and that, with God’s help, I shall make them and make them right. It seems that my whole life has been pointed to this moment. When this job is done, I presume I will be pointed to the next step in the ladder of destiny. If I do my duty, the rest will take care of itself.”*

Dwight Brashear
Transit Director

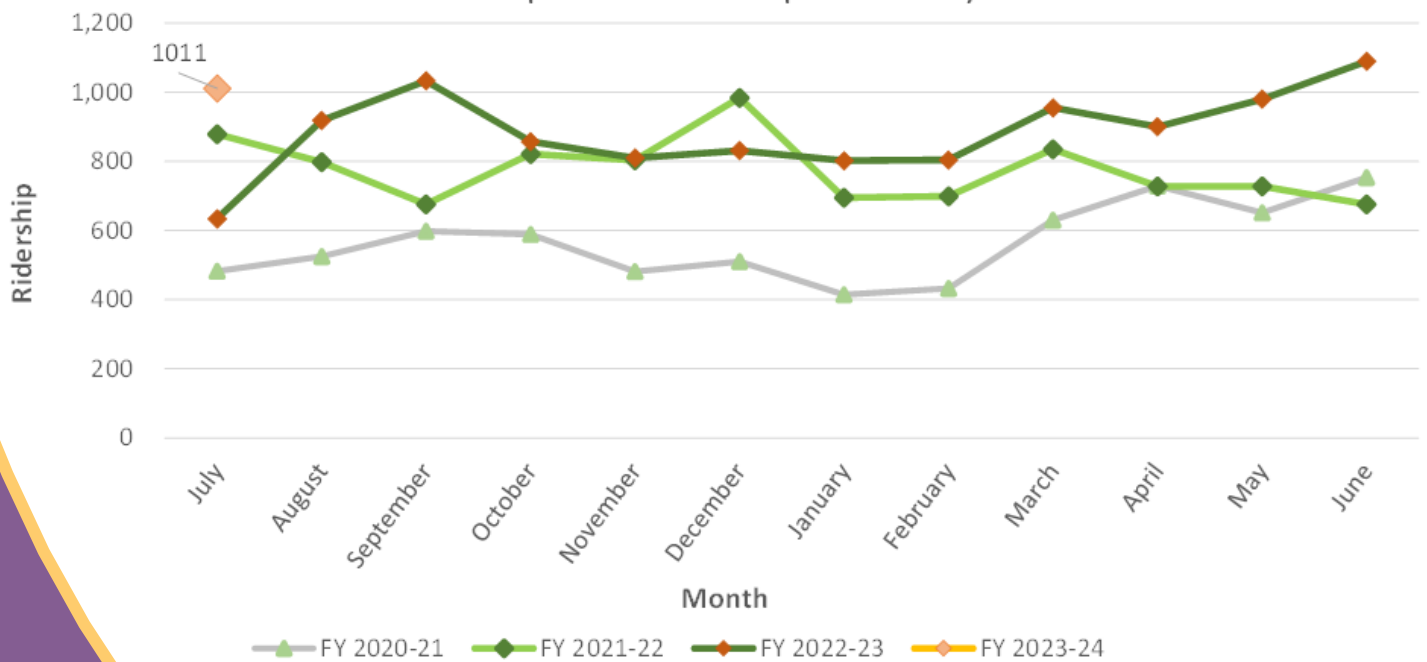


Operations - Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



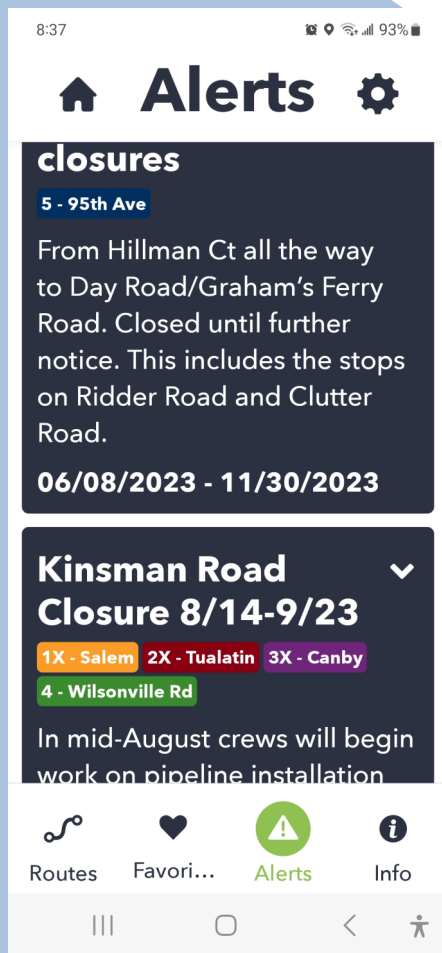
Operations - Eric Loomis

Most people associate a school bus with the color yellow. But many students are taking the green bus to school, the SMART green bus that is! As schools provide bus transportation to some students, not all students are eligible, depending on where they live. SMART works with the Wilsonville schools every year to bring transit service to meet the needs of students. We make sure a bus large enough to handle big groups of

children are on routes that serve schools. Schedules are adjusted to ensure students make it to school on time and don't have to wait long after school is out. SMART supervisors work with school principals and staff, including the school resource officer to provide a safe and convenient trip for our young travelers. Our ridership on Route 4 increases by about 14% on average when school begins.



Grants & Programs - Kelsey Lewis



This August we connected with the community at many local events, including farmer's markets, Rotary concerts, and back-to-school preparation events.

The active construction around town has included many bus routing detours, which we have been reporting to our riders through alerts on our website, our transit app *mySMARTbus*, and through notices on bus and at bus stops.

This summer we took an inventory of all our bus stop signage to note signage that needs replacement and to continue good communication about our service.



Fleet - **Scott Simonton**

Electronic displays have been installed at 13 bus stops around the City. These displays will allow SMART's customers to receive real-time arrival and departure information. In addition, the units will display special messages, such as route and schedule changes, or closure notices.

The units are battery powered, utilizing battery technology which provides an expected battery life of 3-5 years, simplifying both installation and ongoing maintenance. Some locations, where suitable, are equipped with solar panels. The solar equipment is not powering the units, rather it recharges the batteries, lengthening battery life.



**Completed installation, including solar recharge option
(solar on top of sign pole)**

Commute Options - Michelle Marston



**Join or create a team.
Log trips + remote work.
Win prizes & get recognized!**

**The Get There Challenge
Oct. 1-15**



SMART is gearing up to promote this years Get There Challenge that will run Oct. 1-15. Early Bird Achievements will officially launch on Sept. 5. and run through Sept. 30.

This statewide challenge is to encourage people who live or work in Oregon to drive alone less and use transportation options more. Transportation options include biking, walking, transit, carpooling, vanpooling, or working remotely. This year a new challenge is added to create worksite teams for employees to join or have employees create teams.

Teams compete for recognition and rewards by logging trips taken by carpool, vanpool, bike, foot, and transit and remote work days. Employers can create worksite teams for employees to join. Visit GetThereOregon.org/Team to create a team!

Safe Routes to School - **Patty Tiburcio**

SMART staff tabled at Grace Chapel's Gear up for School and at the West Linn -Wilsonville Family Empowerment Center (WLWV FEC) Back to School Resource Event. These two events allowed SMART to reach over 600 families with bus information and safe routes to school programming opportunities that include the Walking School Bus.

To garner more awareness about Walking School Buses, SMART staff raffled off scooters donated by Legacy Health during the WLWV FEC Back to School Resource Event and Party in the Park. To enter the raffle, families were encouraged to take a photo using the Walking School Bus photo frame and then post the photo to SMART's Facebook page. Our four lucky winners were quite happy to receive their scooters.

SMART staff also visited Canby for their Bridging Cultures event. Outreach included information on the free 3X Express to Wilsonville, job opportunities, and upcoming Learn-to-Ride Bike Clinics. This event allowed us to reach the Spanish speaking community in Canby.



Summer Interns at WLWV Empowerment center outreach event



Summer Interns at Bridging Cultures outreach event in Canby



A couple of photo entries into the scooter raffle