

City of Wilsonville

City Council Meeting

April 16, 2018



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
APRIL 16, 2018
7:00 P.M.**

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

Mayor Tim Knapp

Council President Scott Starr
Councilor Susie Stevens

Councilor Kristin Akervall
Councilor Charlotte Lehan

CITY COUNCIL MISSION STATEMENT

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

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 5:00 P.M. EXECUTIVE SESSION** [20 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Litigation
- 5:20 P.M. REVIEW OF AGENDA** [5 min.]
- 5:25 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. 2017 Water Treatment Plant Master Plan Update (Kraushaar) [30 min.]
B. GreenPlay Parks Master Plan Draft (McCarty) [20 min.]
C. Solid Waste Franchise Agreement (Ottenad/Guile-Hinman) [20 min.]
- 6:40 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, April 16, 2018 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on Tuesday, April 10, 2018. 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 therewith except where a time limit for filing has been fixed.

4/16/2018 5:42 PM Last Updated

7:00 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:05 P.M. COMMUNICATIONS

- A. Police Department 2017 Annual Report (Wurpes)

7:20 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

7:25 P.M. MAYOR'S BUSINESS

- A. Appointment of Councilor Akervall to the Wilsonville Metro Community Enhancement Committee
- B. Proclamation Declaring May as Bike Month (Work)
- C. Upcoming Meetings

7:35 P.M. COUNCILOR COMMENTS

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

7:45 P.M. PUBLIC HEARING

- A. **Ordinance No. 815** – 1st Reading (*Legislative Hearing Script*)
An Ordinance Of The City Of Wilsonville Adopting The 2017 Water Treatment Plant Master Plan Update As A Sub-Element Of The City's Comprehensive Plan And The Capital Improvement Project List For The Water Treatment Plant. (Kraushaar)

7:55 P.M. NEW BUSINESS

- A. **Resolution No. 2679**
A Resolution Of The City Of Wilsonville Addressing Allowed Activities At The Memorial Park Boat Dock And Continuing The Prohibition On Other Activities. (McCarty)
- B. **Resolution No. 2684**
A Resolution Adopting Budget Transfers For Fiscal Year 2017-18. (Cole)

8:15 P.M. CITY MANAGER'S BUSINESS

8:20 P.M. LEGAL BUSINESS

8:25 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with

4/16/2018 5:42 PM Last Updated

speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or veliz@ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 16, 2018		Subject: Draft of Parks and Recreation Comprehensive Master Plan developed by GreenPlay, LLC, City Staff and residents of Wilsonville.	
		Staff Member: Michael McCarty, 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 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:	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Complete the Parks Master Plan	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff will present the draft Parks and Recreation Comprehensive Master Plan.

EXECUTIVE SUMMARY:

The City of Wilsonville entered into a contract with GreenPlay, LLC on April 7, 2017 to complete a Parks and Recreation Comprehensive Master Plan, with the understanding the plan would be

executed within Fiscal Year 2017-18 and would require extensive community engagement. GreenPlay, LLC will present a draft of the plan with the hopes of receiving Council input. The draft plan was presented to the Planning Commission on April 11, 2018. GreenPlay, LLC is scheduled to bring back the final document for adoption by the Planning Commission on May 9, 2018, and to City Council on June 4, 2018.

EXPECTED RESULTS:

Council to receive and provide direction on the Parks and Recreation Comprehensive Master Plan.

TIMELINE:

Final Draft to City Council June 4, 2018.

CURRENT YEAR BUDGET IMPACTS:

The total cost of the contract with GreenPlay, LLC for the Parks and Recreation Comprehensive Master Plan is \$97,249. This contract is part of CIP project #9149.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/4/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/11/2018

It is important to note that this plan does not include Memorial Park, which has its own earlier plan and it also does not include Boone's Ferry Park, which will also have its own Master Plan, but that Plan has not yet been completed. Thus, the three master plans will need to be read in conjunction with each other to ensure there are no conflicts and adequate resources for all parks, as well as priorities, as determined by Council.

COMMUNITY INVOLVEMENT PROCESS:

The community has provided vital information at two public open houses, as well as numerous stakeholder and small group meetings.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Once completed the Parks and Recreation Comprehensive Master Plan will provide a long-term vision for the City's Parks and Recreation programs.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Draft of Parks and Recreation Comprehensive Master Plan – can be accessed at this link <http://www.ci.wilsonville.or.us/DocumentCenter/View/13116>



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 16, 2018	Subject: Solid Waste Management and Collection Franchise Agreement. Staff Member: Amanda Guile-Hinman, Assistant City Attorney and Mark Ottenad, Public/Government Affairs Director Department: Legal/Administration	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input 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: Update and review of draft Solid Waste Management and Collection Franchise Agreement and accompanying Administrative Rules in preparation for public hearing for adoption scheduled on May 7, 2018.	
Staff Recommendation: Staff will present the draft Franchise Agreement with Republic Services and accompanying Administrative Rules.		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities Update Solid Waste Franchise Agreement	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

City staff seek feedback and confirmation of the draft Solid Waste Management and Collection Agreement (“Franchise Agreement”) with Republic Services, attached hereto as **Attachment A**, and accompanying Administrative Rules, attached hereto as **Attachment B**. Updating the Franchise Agreement is a 2017-19 Administrative Initiative.

EXECUTIVE SUMMARY:

This Staff Report compares the current Solid Waste Management Franchise Agreement (Ordinance No. 204) to the draft Franchise Agreement and Administrative Rules to demonstrate how the draft Franchise Agreement differs from the current Solid Waste Management Franchise Agreement (Ordinance No. 204) which dates back to 1982. This Staff Report also identifies some points that need further negotiation or instruction before staff can present a final draft Agreement to Council for approval.

Issue	Current Franchise Agreement (Ordinance No. 204)	Draft Franchise Agreement and Administrative Rules
Increasing Rates	Six (6) nebulous factors difficult to account for that Council must consider for adopting rate increase; requires Council and staff to be experts in an subject areas in which they are not experts.	Standard inflation indexing with the ability for Franchisee to request increase in extreme circumstances; de-politicizes rate-making process; allows City to conduct review of Franchisee’s revenue and expenses.
Updates and Changes to Service	Must amend the Ordinance whenever a change in service is required; makes difficult to track the current governing ordinance(s) and resolution(s) for staff and customers.	Details in Administrative Rules regarding specifics of service provide more flexibility and quicker response to changes and updates in service; Administrative Rules is a “living document” that can be changed by City Manager, with an appeal option for Franchisee.
Insurance	Due to age of Agreement, insurance requirements are very low – only requires \$100,000 for injury to single person; \$300,000 aggregate; and \$50,000 property damage.	Increase insurance requirements to better insure against potential liabilities: <i>CGL coverage</i> of \$5 million per occurrence and \$10 million aggregate; fire damage of \$50,000, and medical expense of \$10,000; <i>Pollution Liability coverage</i> of \$2 million per occurrence and \$6 million aggregate; <i>Business Automobile Liability insurance</i> of \$5 million per occurrence; and Workers Compensation insurance of \$1 million.
Franchise Fee	3% franchise fee is below the standard franchise fee and has been the same fee since passage of this Agreement in 1982.	5% is standard and recommended fee, subject to possible phase in. The increased fee, which may be phased in over time, will contribute to the General Fund and can offset potential costs if the City elects to review Franchisee’s expenses and revenue and if the City develops educational programming in conjunction with Franchisee regarding future food-scrap or other recycling programs
Termination	Rolling 3-year termination; facilitated Franchise Agreement being in place without significant review for over 35 years.	10-year term with two 5-year options that the parties must agree to – creates necessary review at much earlier points in time.
Customer Service	Nothing in current Franchise Agreement addresses issues regarding customer service.	Administrative Rules detail requirements of Franchisee and customers, including information on Franchisee’s website; Administrative Rules address how to resolve customer complaints and disputed billing; draft

Issue	Current Franchise Agreement (Ordinance No. 204)	Draft Franchise Agreement and Administrative Rules
		Franchise Agreement and Administrative Rules address how to resolve issues between customer and Franchisee
Compliance	Limited rules for customers are provided in Resolutions that contain rate increases; difficult to locate, even for staff. Penalty is set at \$200 – penalty does not differentiate for small infractions (consistently leaving out containers more than 24 hours) from large infractions (improper disposal of hazardous waste).	Administrative Rules will be easily accessible to customers, staff, and Franchisee through the City’s and Franchisee’s websites and can be updated to reflect current collection standards. City is working to update its Code to create a sliding scale for Code violations generally and this scale will be used for compliance as well.

Unresolved Issues:

1. Indexing

Both City staff and Franchisee representatives agree that using a standard index to adjust the collection rates is a less complicated method for increasing rates, which should also diminish the likelihood of large increases in rates. City staff and Franchisee have agreed to use the index that is replacing the Portland-Salem Consumer Price Index, which is the All Urban Consumers for West-Size Class A Consumer Price Index (“CPI”). City staff drafted the Franchise Agreement to provide a sliding scale for applying the CPI and Franchisee is generally supportive of the sliding scale approach; however each party differs on the percentages to apply to the CPI.

The below charts demonstrate the parties’ negotiations on the sliding scale

Initial City Staff Proposal	Franchisee Proposal	City Staff Compromise
Operating Margin greater than 10.5%, no adjustment	Operating Margin equal to or greater than 11%, but less than 12%, 75% of CPI	Operating Margin equal to or greater than 11%, no adjustment
9.5% to 10.5%, 50% of CPI	9% to 11%, 100% of CPI	10% to 11%, 50% of CPI
Below 9.5%, 100% of CPI	8% to 9%, 125% of CPI	9% to 10%, 75% of CPI
		8% to 9%, 100% CPI
		Less than 8% (and no extraordinary rate adjustment), 125% of CPI

Below are some examples to illustrate the **City Staff Compromise**, assuming for example purposes only a 5% CPI:

- CPI is 5%. If Franchisee’s operating margin is 11%, no rate adjustment.
- If Franchisee’s operating margin is 10%, rate adjustment of 2.5% (50% of 5%)
- If Franchisee’s operating margin is 9%, rate adjustment of 3.75% (75% of 5%)
- If Franchisee’s operating margin is 8%, rate adjustment of 5% (100% of 5%)
- If Franchisee’s operating margin is 7%, rate adjustment of 6.25% (125% of 5%)

Staff recommends its sliding scale to adjust when the operating margin is at or below the Franchisee's target operating margin of 10%, but not to adjust the rate when the operating margin is at or above 11%. Some adjustment above the 10% target but below 11% is recommended to hedge against a significantly lower operating margin or significantly higher service rate increase the next fiscal year.

Below are some examples to illustrate **Franchisee's Proposal**:

CPI is 5%. If Franchisee's operating margin is 11%, rate adjustment of 3.75% (75% of 5%)
 If Franchisee's operating margin is 10%, rate adjustment of 5% (100% of 5%)
 If Franchisee's operating margin is 9%, rate adjustment of 6.25% (125% of 5%)

2. "Trueing-up Current Rates" with a Review

One question that may arise to Council and the public during this major reexamination of the Solid Waste Franchise is: "Before agreeing to a standard inflation rate-increase mechanism, are the current rates providing Franchisee with a rate of return that is within the approved overall range of 8-12%, with 10% as the target point?"

To answer this question, staff propose to conduct, at City expense, an independent review of Franchisee's operations to determine the current rate of return. Clackamas County Sustainability regularly conducts multi-franchise reviews of solid waste haulers, and estimates a review in the City's situation would take 60 days for an estimated cost of \$8,000-\$10,000, which would be absorbed within the Finance Department's budget.

A review could be conducted over the course of the first half of the next fiscal year, FY18-19, with information available before the close of calendar year 2018 that could allow for adjustments, as needed. The Franchise Agreement addresses this recommendation in Article VIII, Section 2.

3. Timing of Franchise Fee Adjustment

The Administrative Rules call for the implementation of a 5% franchise fee imposed on Franchisee's operations, which is the common franchise fee throughout Oregon cities. The City currently has the following franchise fees and privilege tax rates for other utilities within the City:

- Electric – 5%
- Natural Gas – 5%
- Telecommunications – 7%
- Cable TV – 5%
- Water, Sewer, & Stormwater – 4%

Since the City has allowed a lower rate franchise fee for many years, and other rate adjustments may be forthcoming, the Council may wish to consider the timing of the franchise fee adjustment from 3% to 5% in terms of when (timing), and if the adjustment should be stepped or phased-in. The current draft of the Franchise Agreement delays the increase to July 2019 (Article III, Section 2).

4. Recycling Surcharge

Due to the increased costs of recycling processing, several local governments, including Clackamas County, Washington County, Portland, Lake Oswego, and Tualatin, are considering and adopting a recycling surcharge to be added to customer bills or a service rate increase. A surcharge is separate from service rates and is a temporary fee that can be removed once the cause for the fee is resolved. It appears on a customer's bill as a separate line item, similar to how the City's road maintenance fee appears on customer utility bills issued by the City.

Clackamas County staff recently reviewed the impact of increased processing recycling costs and proposed an increase of approximately \$2.50 to the monthly service fee for a residential 35 gallon cart and \$1.50 per yard for commercial customers. An excerpt of Clackamas County staff "Proposal to Adjust Solid Waste Management Fees" that discusses this increase is attached hereto as **Attachment C**.

Staff recommend a surcharge in line with other jurisdictions' recommendations, but staff are still reviewing the rates and potential surcharge. Such surcharge will be provided in the Rate Schedule that will be attached to the Ordinance. Staff have also included a provision in the Ordinance (Article VIII, Section 5) that would allow for temporary surcharges under other circumstances, in addition to recycling processing expenses. For example, if fuel became very expensive, as occurred in 2011 through 2013, the Council could approve a temporary surcharge instead of increasing the overall service rate. The benefit is that if or when such expense decreases, the City can repeal the surcharge instead of having to undertake a rate review.

EXPECTED RESULTS:

With Council's direction, Staff will continue to revise the draft Franchise Agreement with Republic Services to bring to Council for adoption, with a public hearing set for May 7, 2018. Staff anticipate that changes to Wilsonville Code Chapter 1 regarding penalties for certain violations will be required as a result of redrafting the Franchise Agreement. Such revisions are anticipated to be before Council in Summer or Fall 2018.

TIMELINE:

First reading of the Franchise Agreement Ordinance is set for May 7, 2018 with a second reading scheduled for May 21, 2018.

CURRENT YEAR BUDGET IMPACTS:

There are no budgetary impacts of renegotiating the Franchise Agreement. If the franchise fee is increased to 5%, the General Fund may realize approximately \$120,000 per fiscal year based on current population and service.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/10/2018

LEGAL REVIEW / COMMENT: Reviewed and comments included in report.

Reviewed by: BAJ Date: 4/10/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Updating the Franchise Agreement will provide clearer standards and solid waste, recycling, yard debris, and food scraps service for the Wilsonville community. If Council decides to increase the franchise fee, that fee will be passed on to the customers.

ALTERNATIVES:

To not approve Franchise Agreement.

CITY MANAGER COMMENT:

N/A.

ATTACHMENTS:

- Attachment A: Draft Solid Waste Management and Collection Franchise Agreement
- Attachment B: Draft Solid Waste Management and Collection Administrative Rules
- Attachment C: Excerpt of Clackamas County staff “Proposal to Adjust Solid Waste Management Fees”

ATTACHMENT A

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF WILSONVILLE CREATING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NOS. 204, 281, 424, AND 443 AND RESOLUTIONS NOS. 1077 AND 2566.

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;

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

ARTICLE I

Title

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

ARTICLE II

Purpose

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

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;

2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 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 the Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment A**.
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the

Franchisee solely in the course of performing its obligations under the Franchise. *See* the definition for “Cost Allocation” regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee’s fixed asset policy, excluding vehicles or equipment that 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, 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, 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.
- 6. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, manufacturing and industrial buildings and complexes. “Commercial” does not include business, manufacturing, or processing activities that occur in 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-Family, 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-Family, 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 All Urban Consumers for West-Size Class A Consumer Price Index as defined by the United States Bureau of Labor Statistics.
10. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIII. 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 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 use 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 in this Ordinance.
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. 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;
 - 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 defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
 - b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

- ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.
 - c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.
21. Multi-Family. Any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.
 22. Operating Margin. Gross Revenues minus Allowable Expenses within the Fiscal Year.
 23. 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. 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.
 25. Person. An individual, partnership, association, corporation, trust, firm, estate, or other legal private entity.
 26. 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. 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.
 28. 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.
 29. Residential. A single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

30. 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. Service. Collection, transportation, transfer, disposal, or Resource Recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.
32. Service Rate. The cost Customers pay for Service provided by Franchisee as stated in **Attachment B** to this Ordinance and as adjusted pursuant to Article VIII of this Ordinance.
33. 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 and industrial appliances; 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. Cardboard generated by a Person and transported to a Resource Recovery facility. Such Person will be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator’s business;
 - e. Material used for fertilizer or other productive purposes in agricultural operations;
 - f. Discarded or abandoned vehicles; or
 - g. Recyclable Materials that are Source Separated and set out for Recycling.
 - 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 A**.
34. 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. Source Separated Materials. Sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final disposal.
36. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
37. Unallowable Expenses. Includes the following:
 - a. All charitable and political contributions;
 - b. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.
 - c. 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. Accruals for future unknown regulatory changes;
 - e. 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. Principal or interest payments on the acquisition of any new Service routes;
 - g. 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. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;
 - i. Fees paid to a Franchisee's Board of Directors;
 - j. 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. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;
- l. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;
- m. 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. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules attached hereto as **Attachment A**, except for Disposal costs associated with these Services;
- o. 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. 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.
- 39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste generated from landscaping activities or from Residential property. "Yard Debris" does not include stumps, rocks, or bulky wood materials.

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 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 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.

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, 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 pay to the City three percent (3%) 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.
2. **Franchise Fee Increase.** After the first year of the Franchise, 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. Any Service Rate increase based on an increase in the Franchise Fee does not impact, and is in addition to, any adjustments to the Service Rate allowed under Article VIII.
3. **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 of each year for the prior Fiscal Year.
4. **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 Service Rate. The initial Service Rate Franchisee charges to Customers for its Service is set forth in **Attachment B** to this Ordinance, which is incorporated by reference herein.
2. First Service Rate Adjustment. Prior to July 1, 2019, the City will undertake a review of Franchisee's books, records, and accounts to adjust the initial Service Rate provided in this Section 1 of this Article to set a new Service Rate that achieves an Operating Margin of ten percent (10%). The initial Service Rate may be adjusted higher or lower in order to achieve the ten percent (10%) Operating Margin. The initial Service Rate will be charged to Customers for the fiscal year running from July 1, 2019 through and including June 30, 2020. The annual Service Rate adjustment provided in Section 3 of this Article does not apply to this first Service Rate adjustment.
3. Annual Service Rate Adjustment. It is the goal of this Franchise to provide Franchisee with a target Operating Margin of ten percent (10%), but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Article VII, Section 2; Section 2 of this Article; or in Section 4 of this Article, the Service Rate will be adjusted annually under the following circumstances:
 - a. Service Rates will not change in the next Fiscal Year if the expected Operating Margin in the next Fiscal Year is equal to or greater than eleven percent (11%).
 - b. If the expected Operating Margin in the next Fiscal Year is equal to or greater than ten percent (10%) but less than eleven percent (11%), Service Rates will be adjusted to reflect fifty percent (50%) of the percentage increase, if any, in the CPI.
 - c. If the expected Operating Margin in the next Fiscal Year is equal to or greater than nine percent (9%) but less than ten percent (10%), Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
 - d. If the expected Operating Margin in the next Fiscal Year is equal to or greater than eight percent (8%) but less than nine percent (9%), Service Rates will be

adjusted to reflect one hundred percent (100%) of the percentage increase, if any, in the CPI.

- e. If the expected Operating Margin in the next Fiscal Year is less than eight percent (8%) and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 4 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI.
 - f. 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.
 - g. Franchisee will provide, in writing, its calculation of its expected Operating Margin for the next Fiscal Year, together with supporting documentation, to the City Manager no later than May 1. The City Manager or designee will certify the CPI and Service Rate adjustment, if any, in writing, to Franchisee by June 1. Any Service Rate adjustment allowed under this Section 2 will take effect at the beginning of the next Fiscal Year beginning on July 1.
 - h. 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 audit or 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, Section 6 herein.
4. 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%), then Franchisee may submit a written request to the City Manager for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by City Council through a resolution. Franchisee's request for approval of an Extraordinary

Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section 4. 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.

5. Surcharges. The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. 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 No. ___ adopts a surcharge for recycling costs, which surcharge is stated in **Attachment B** to this Ordinance. The recycling surcharge will be reviewed by Council on or before July 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.

ARTICLE IX

Franchisee Responsibility

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the 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.
 - 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-Family, 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:
- 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 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 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; Audit

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager 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 and/or audit 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 a Bi-Annual Informational Report by July 31 of each calendar year for the period of the prior January 1 to and including June 30 and by January 31 of each calendar year for the period of the prior 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 an Annual Franchise Report, no later than the last calendar day of the current Fiscal Year (each June 30), 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 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 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.
 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 Fiscal Year, the City may perform a review and/or audit 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 audit or review discloses any difference in payment due to either the City or Franchisee, the review or audit will be submitted to the Council. The Council may accept, reject, or modify the findings in the review or audit. 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 audit or 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 audit and the City may request an additional audit during the next Fiscal Year, with all actual

costs of such additional audit 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, audited or reviewed by the City. Prior audit or review years may not be reopened based on findings made in connection with the audit or 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. [need to insert appropriate language re: use of equipment/facilities in event of emergency]. 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 Franchisee 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 A**, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter

premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.

- b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.
- c. Damages and Penalties. The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:
 - i. Lost customer revenue due Franchisee;
 - ii. Franchise fees owed the City;
 - iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and
 - iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.

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

ARTICLE XIII

Dispute Resolution

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

Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. Default. Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.
2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the 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 A**. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.
2. Enforcement of Administrative Rules. In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the 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 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. 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 C**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.
5. Repealing Clause. Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 are 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 2566 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the ____ day of _____ 2018, and scheduled for a second reading at a regular meeting of the Council on _____, 2018, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

ENACTED by the City Council on the ____ day of _____ 2018 by the following votes: Yes: ____ No: ____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____ 2018.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachments:

Attachment A – Solid Waste Management and Collection Administrative Rules
Attachment B – Rate Schedule
Attachment C – Written Acceptance of Ordinance No. ____



**SOLID WASTE MANAGEMENT
AND COLLECTION
ADMINISTRATIVE RULES**

Effective: July 1, 2018

TABLE OF CONTENTS

[to be inserted]

DRAFT

Section 1: Purpose of Rules

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

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

1.1. Scope of Rules

It is the intent of these Administrative Rules to articulate the operational standards and expectations for Solid Waste, Recycling, Yard Debris, and Organic Materials collection as defined by the Franchise Agreement authorized by City Ordinance No. [REDACTED].

1.2. Adoption and Amendment of Rules

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

Section 2: Definitions

- 2.1. **Administrative Rules** means the Solid Waste Management and Collection Administrative Rules contained herein.
- 2.2. **Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods. Bulky Wastes does not include any appliances that contain Freon or other refrigerants.
- 2.3. **Cart** means a container provided by Franchisee that is ninety (90) gallons or less.
- 2.4. **City** means the City of Wilsonville.
- 2.5. **Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. "Commercial" does not include other manufacturing activities or business, manufacturing, or processing activities in residential dwellings.
- 2.6. **Commission** means the Environmental Quality Commission.

- 2.7. **Compact or Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.
- 2.8. **Compactor** means any self-contained, power-driven mechanical equipment designed for the containment and compacting of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.
- 2.9. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials, but not a Drop Box or Compactor.
- 2.10. **Council** means the City Council of the City of Wilsonville.
- 2.11. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The “street” may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, “curbside” shall be the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer or as determined by the City.
- 2.12. **DEQ** means the Oregon Department of Environmental Quality.
- 2.13. **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.
- 2.14. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.15. **Drop Box** means a single container designed for the storage and collection of large volumes of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials that is usually ten (10) cubic yards or larger in size.
- 2.16. **EPA** means the United States Environmental Protection Agency.
- 2.17. **Franchisee** means the person granted the franchise by Ordinance No. [REDACTED], or a subcontractor of such person.
- 2.18. **Fiscal Year** means July 1 to June 30 of any year.
- 2.19. **Generator** means the person who produces Solid Waste, Recyclables, Yard Debris, Organic Materials, or Other Materials to be placed, or that is placed, out for Disposal.
- 2.20. **Goods** means kitchen or other large appliances that are Bulky Wastes.
- 2.21. **Hazardous Waste** includes:

- 2.16.1. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
- 2.16.2. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
- 2.16.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- 2.16.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.
- 2.16.3. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in subsections 2.16.1. and 2.16.2. of this subsection.
- 2.16.4. To the extent not covered by the preceding subsections of this Section 2.16, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.
- 2.17. Household Hazardous Waste** means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. “Household Hazardous Waste” includes, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, shall not include any materials that are not considered household hazardous waste by the EPA or DEQ.
- 2.18. Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.
- 2.19. Metro** means the Portland metropolitan area regional government.
- 2.20. Multi-Family** means any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.
- 2.21. Organic Materials** means material which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken

down by biological processes into soil constituents. “Organic Material” includes, but is not limited to, food waste, Yard Debris, paper, and putrescible material which are generally a source of food for bacteria.

- 2.22. **Other Materials** means any materials the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to these Administrative Rules, including Goods, Bulky Waste, and Infectious Waste.
- 2.23. **Person** means an individual, partnership, association, corporation, Limited Liability Company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
- 2.24. **Premises** means a lot, parcel, or tract of land, including any buildings or structures located thereon.
- 2.25. **Rates** means the costs for Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials as set forth in Attachment A to Ordinance No. [REDACTED], which may be adjusted from time to time pursuant to Article VIII of Ordinance No. [REDACTED].
- 2.26. **Receptacle** means a Cart, Container, Drop Box, Compactor, recycling bin, or any other means of containment provided by Franchisee of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.
- 2.27. **Recyclable Materials** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and Disposal of the same material, or other materials as may be designated by the City.
- 2.28. **Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, as further defined in Subsection 6.2.2 herein.
- 2.29. **Recycling** includes the collection, transportation, storage, and processing of waste materials by which such materials are reused or transformed into raw materials for the manufacturer of new products.
- 2.30. **Residential** means a single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.
- 2.31. **Resource Recovery and Resource Recovery Facility** mean the process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or Reuse of Solid Waste, and a location at which such material or energy resources are obtained from the processing of Solid Waste.
- 2.32. **Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste’s identity.
- 2.33. **Service** means collection, transportation, Disposal of, or Resource Recovery from Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

- 2.34. Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.
- 2.35. Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials, as applicable.
- 2.36. Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial demolition and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
- 2.36.1. Unacceptable Waste;
 - 2.36.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;
 - 2.36.3. Cardboard generated by a Person where the Person is the generator or source, and bales and transports the cardboard to a Resource Recovery Facility. Such Person shall be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;
 - 2.36.4. Material used for fertilizer or other productive purposes in agricultural operations;
 - 2.36.5. Discarded or abandoned vehicles or parts of vehicles;
 - 2.36.6. Tires; or
 - 2.36.7. Recyclable Materials that are Source Separated and set out for Recycling.
- 2.37. Solid Waste Management and Collection** means the prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.
- 2.38. Source Separated Materials** means the sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final Disposal.
- 2.39. Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste..

2.40. Waste means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land.

2.41. Yard Debris means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials.

Section 3: Franchisee General Requirements

3.1. Mandatory Services. Franchisee must offer the following Services, subject to the terms and conditions of the Franchise and these Administrative Rules:

3.1.1. Residential Curbside Collection.

3.1.1.1. Solid Waste— regularly scheduled (weekly or bi-weekly) Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.2. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.3. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.4. Glass Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

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

3.1.2. Commercial Collection

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

3.1.2.2. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.3. Organic Materials – voluntary Service until determined by Metro to be a mandatory Service. Regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

- 3.1.2.4. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.
 - 3.1.2.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.
 - 3.1.3. Solid Waste, Recycling, and Yard Debris Drop-off Site
 - 3.1.4. Residential and Commercial Solid Waste/Recycling Education
 - 3.2. **Optional Services.** Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee.
 - 3.3. **Notification to New Customers.** The Franchisee shall provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials shall include a packet of educational material that contains information on all Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service level options, as applicable; rates for these services, including an explanation of extra charges; a listing of the Recyclable Materials collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should separate their materials for Recycling; and reference information directing Customers to the City’s website regarding Solid Waste Management and Collection. Franchisee shall provide Customers with prior written notice of any changes in service.
 - 3.4. **Hours/Days for Collection Activity.**
 - 3.4.1. Residential and Multi-Family Neighborhoods. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, and Other Materials, as applicable, in predominantly residential and multi-family neighborhoods to between the hours of **5:30 a.m. and 6:00 p.m.**, unless weather or holiday schedules require extended hours for collection.
 - 3.4.2. Commercial and Industrial Areas. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials, as applicable, in predominantly commercial and industrial areas to between the hours of **4:30 a.m. and 8:00 p.m.**, unless weather or holiday schedules require extended hours for collection.
 - 3.4.3. Service Days. Residential and Commercial Service must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions. All Services must be offered on the same day(s) of the week for a given Residential Customer.

- 3.4.4. Special Services. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials on request by the Customer for an additional cost to the Customer.
- 3.4.5. Service on Holidays. No Service is required on Thanksgiving Day, December 25th, or January 1st of each year. Service for these days will run one day late.
- 3.4.6. Hazardous Weather Conditions. Collection schedules may be adjusted due to hazardous weather conditions. Hazardous weather conditions general exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:
- 3.3.5.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.
- 3.3.5.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Yard Debris, Recyclable Materials, and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.
- 3.4.7. Change of Schedule for Service Day. Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each multifamily unit must be notified of the change in Service Day if each unit receives individualized Service.

3.5. Service Rates.

- 3.3.1. Schedule of Rates. The Rates for Solid Waste, Recycling, Yard Debris, and Other Materials is set forth in Attachment B to Ordinance No. ____ and may be adjusted from time to time pursuant to Article VIII of Ordinance No. ____.
- 3.3.2. Optional Services. The cost for optional services not included in the Schedule of Rates shall comply with the requirements of the Franchise and Section 3.2 above.

3.6. Billing Procedures.

- 3.6.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but shall not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.6.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.
- 3.6.2. Vacation Credit. The Franchisee shall give a vacation credit for Customers who stop service for a minimum period of three (3) weeks and shall give up to four (4) vacation credits per calendar year. Vacation credits will not be applied to Multi-Family Customers or Commercial Customers.
- 3.6.3. Billing Policy. The Franchisee shall have a written policy for billing procedures and reinstatement for non-payment, which policy must be consistent with Section 3.7 herein. The Franchisee shall make available its billing policies to its Customers. The Franchisee shall also provide a copy of all billing policies to the City for review and prior approval.

3.7. Termination of Service

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

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

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

- 3.9.1. Recycling Bins. The Franchisee shall provide one Container for Recyclable Materials, excluding glass Recycling, and one glass Recycling bin to each Residential Customer and other Customers as needed.

- 3.9.2. Commercial and Multifamily Customers. The Franchisee must provide Receptacles for use by Commercial and Multi-Family Customers at locations approved by the Franchisee or may approve Receptacles provided by the Customer based on the Receptacle requirements of these Administrative Rules.
- 3.9.3. Types of Receptacles. Receptacles provided by the Franchisee shall be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.
- 3.10. Missed Service.** The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City shall be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).
- 3.11. Refusal of Collection Service**
- 3.11.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous condition, as provided in Section 3.4.6 above. Franchisee' refusal of Service due to hazardous conditions does not constitute a missed collection.
- 3.11.2. Improperly Prepared Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials. The Franchisee may refuse Service where the preparations of Solid Waste, Recycling, Yard Debris, Organic Materials, or Other Materials do not satisfy the requirements of these Administrative Rules.
- 3.11.3. Overweight Receptacles. The Franchisee may refuse Service for a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with required weight limits.
- 3.11.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.
- 3.12. Notice for Refusal of Service.** If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide written notice stating the reasons for refusal to said Customer. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee shall leave the notice securely attached to the Customer's Receptacle, to the materials, or to the Customer's front door at the time of the refused Service. Franchisee shall document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.

- 3.13. Payment for Refusal of Service Materials.** Franchisee must charge the normal Service Rates when there is a refusal of Service and shall provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:
- 3.13.1. Immediate Service at the City-approved go-back Rate; or
 - 3.13.2. Service at no extra charge the following week on the designated Service Day.
- 3.14. Cleanup on Route.** The Franchisee shall make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.
- 3.15. Prevention of Leaking and Spilling Loads.** All Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Service vehicles shall be constructed, loaded, operated, and maintained in a manner to reduce to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.
- 3.16. Covers for Open Body Vehicles.** All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar Goods.
- 3.17. Unnecessary Noise.** The Franchisee shall make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.
- 3.18. Maintaining Passage on Public Streets.** To the greatest extent practicable, Franchisee must avoid stopping Service vehicles to block the passage of other vehicles and pedestrians on public streets and sidewalks.
- 3.19. Compliance with Federal, State, and Local Regulations.** Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, collection, Disposal, and processing of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.

- 3.20. Safety and Maintenance.** All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.
- 3.21. Compliance with Zoning Ordinances.** Facilities for storage, maintenance, and parking of any vehicles or other equipment shall comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.
- 3.22. Repair or Replacement of Customer Supplies Receptacles.** Franchisee must take care not to damage Receptacles owned by the Customer. Franchisee must reimburse the Customer for the cost of repair or replacement of a Franchisee-approved Receptacle when Franchisee causes damage to a Customer's Receptacle, providing the damage is not caused by normal wear and tear and provided the Receptacle satisfies the standards for Receptacles described in these Administrative Rules.
- 3.23. Location of Empty Receptacles.** The Franchisee shall leave emptied Receptacles in a location that does not obstruct mailboxes, sidewalks, fire hydrants, bicycle lanes, or impede traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.
- 3.24. Location of Receptacles**
- 3.24.1. General. The Franchisee shall place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow.
- 3.24.2. Drop Boxes. When possible, the Franchisee shall place drop boxes on private property locations such as driveways or yards. The Franchisee shall not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.
- 3.25. Customers with Physical Disabilities.** The Franchisee shall give reasonable attention to the needs of customers with physical disabilities without any additional charge for distance.
- 3.26. Promotion and Education**
- 3.26.1. Franchisee shall comply with all DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices DEQ requires Franchisee to provide to Customers.
- 3.26.2. Franchisee shall participate in City-directed promotion and education efforts as identified below:
- 3.26.2.1. No later than sixty (60) days after the end of each Fiscal Year, Franchisee will make a presentation to the City Council regarding Franchisee's Services, Rates, Franchisee Fee payments, and any other relevant educational information for the Fiscal Year that is ending or just has ended.

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

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

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

3.27 Damage to Pavement. Franchisee shall not be responsible for any damages to City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's providing Service, except to the extent caused by Franchisee's negligence or willful misconduct.

Section 4: Customer Responsibility

4.1. Payment Responsibility

4.1.1. Responsible Party. Any Person who receives Service shall be responsible for payment for said Service.

4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.

4.1.3. Vacation Credit. The Customer is responsible for requesting a Vacation Credit from the Franchisee prior to the date Service will temporarily cease. The Customer may request a vacation credit to stop Service for a minimum of three (3) weeks at a time up to four (4) times per calendar year.

4.2. Notification of Missed Service and Billing Errors. The Customer shall promptly notify the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in accordance with Section 3.10 regarding missed Service or in accordance with Subsection 3.7.3 and Section 11 regarding a billing error.

4.3. Supplying Receptacles

4.3.1. Carts. Residential Customers shall only use Carts provided by the Franchisee for Solid Waste, Recyclable Materials, and Yard Debris Service.

- 4.3.2. Compactors. A Commercial Customer may provide a Compactor used for Services. All Compactors shall comply with applicable federal, state, and local laws and regulations, shall be compatible with Franchisee equipment, and shall be approved by the Franchisee.
- 4.3.3. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers shall use only Receptacles provided by the Franchisee.
- 4.4. Repair or Replacement of Franchisee-Supplied Receptacles.** The Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a can, cart, Container, Drop Box, or other Receptacle. The Franchisee may bill the Customer for the cost to repair or replace a Receptacle owned by the Franchisee when the Customer does not take reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other damage to the Receptacle.
- 4.5. Set Out and Removal of Receptacle from Service Location.** The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.
- 4.6. Ownership of Receptacles.** Receptacles provided by the Franchisee are the property of the Franchisee. The Customer shall leave Franchisee's Receptacles at the Service address when the Customer moves.
- 4.7. Location of Receptacles**
- 4.7.1. Single-Family Dwellings. For single-family dwellings, Franchisee may require that collection of Solid Waste, Recyclable Materials, Yard Debris, and Other Materials be placed on the driveway, at the curb, or roadside to enhance efficiency of the Service. Franchisee must arrange for a mutually convenient system for Service to disabled Customers. Under no circumstances may Receptacles be placed by either Customer or Franchisee in marked bicycle lanes or placed in such a manner that they obstruct the flow of traffic. The Customer shall place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for reasonable vertical clearance for Receptacle(s) picked up away from the curbside or roadside.
- 4.7.2. Disabled Customers. Disabled Customers will be provided non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the street that there are materials to be collected.
- 4.7.3. Service on a Private Street. For Services made at Curbside on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not

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

4.7.3.1. If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee’s ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.11 above. If the hazards are not moved or removed by the Customer(s) so that Franchisee may safely Service the private street, the Customer(s) may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of Ordinance No. [REDACTED].

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

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

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

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

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

4.8. General Preparation of Materials

- 4.8.1. The Customer must place Solid Waste, Recyclable Materials, Yard Debris, and Organic Materials safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging the contents out of a Receptacle. The Customer cannot overfill a can, cart, or Container so that the lid is open. The Customer cannot compact the contents of a can, cart, or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer shall loosely place materials in cans, carts, Containers, and other rigid Receptacles to minimize damage to the Receptacle and to facilitate emptying the Receptacle.
- 4.8.2. The Customer must drain Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials of surplus water. Residential ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- 4.8.3. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.
- 4.8.4. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.
- 4.8.5. No person, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, shall interfere with or remove any Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials from any Receptacle where it has been placed by the Generator for collection; nor shall they remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.
- 4.8.6. No person shall place chemicals, liquid waste, paint, corrosive materials, Infectious Waste, hot ashes, or Other Materials into a Receptacle placed for Service. When materials, customer abuse, fire, or vandalism cause excessive wear or damage to a Receptacle provided by the Franchisee, the cost of repair or replacement may be charged to the Customer.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

- 5.1.1. Service Responsibility. The Franchisee must provide the opportunity for all levels of Solid Waste Services as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City.

5.1.1.1. Unacceptable Waste. The Franchisee is not responsible for the collection of Unacceptable Waste. Refer to Subsection 8.2.2 for collection options for Unacceptable Waste.

5.1.1.2. Hazardous Waste. The Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or knowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.

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

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

5.2. Customer Responsibility

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

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

5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, shall not exceed the lifting capacity of the Franchisee’s equipment nor shall the weight put the Franchisee over the weight limit for the loaded vehicle. The Franchisee shall furnish the Customer with information concerning limitations on Franchisee’s equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.

5.2.3. Putrescible Waste Storage. The Customer shall not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling Collection Requirements

6.1. Franchisee Responsibility

- 6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling Service as outlined in these Administrative Rules for all Persons with its geographic area franchised by the City.
- 6.1.2. “Recycling Only” Residential Customers. The collection frequency for Residential Customers without Solid Waste Service shall be on the same day as Solid Waste Service for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Residential Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee shall collect Recyclable Materials listed in Section 6.2.2 provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 6.1.4. Processing of Collected Recyclable Materials. The Franchisee shall transport and market collected Recyclable Materials. The Franchisee shall deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee shall not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by DEQ.
- 6.1.5. Diversion Goal. Franchisee shall make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan as adopted by Metro, promote ongoing efforts as other Recycling “best practices” become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.

6.2. Customer Responsibility

- 6.2.1. Preparation of Recycled Materials.
 - 6.2.1.1. Residential Customers. Residential Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials.
 - 6.2.1.2. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials. The Franchisee and the Commercial or Multi-Family Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials.
- 6.2.2. Recyclable Materials List. The Customer may include, and Franchisee is only responsible for collecting, the Recyclable Materials listed on the City’s website within its solid waste management webpage, which list may be amended from time to time in accordance with

EPA and DEQ requirements and market conditions. Franchisee will also maintain a current list of accepted Recyclable Materials to be provided to a Customer at the Customer's request. Customers must separate and prepare Recyclable Materials in the manner stated on the Recyclable Materials List.

Section 7: Yard Debris and Commercial Organic Material Collection Requirements

7.1. Franchisee Responsibility

- 7.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Yard Debris Service for all Persons within its geographic area franchised by the City. The Franchisee shall provide the opportunity for Commercial Customers to dispose of Organic Materials in a separate Receptacle on a voluntary basis, until such time as Metro determines that Franchisee must provide Organic Materials Service to Commercial Customers. If Metro makes such a determination regarding Commercial Organic Materials Service, Franchisee must provide to the affected Commercial Customers education regarding Disposal of Organic Materials and Receptacles for Disposal of Organic Materials.
- 7.1.2. "Yard Debris Only" Customers. The collection frequency for Persons without Solid Waste collection service shall be on the same day as Solid Waste collection for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of Yard Debris. The Franchisee shall provide occasional or special collection of Yard Debris materials on request by the City.
- 7.1.4. Collection of Yard Debris. The Franchisee shall collect Yard Debris provided the Yard Debris comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra Yard Debris Receptacles. The Franchisee shall collect clearly marked occasional extra Yard Debris Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such "extras," except in cases of missed Service.
- 7.1.6. Collection of Organic Materials. The Franchisee shall collect Organic Materials from Commercial Customers to whom Franchisee agrees to provide such Service or to whom Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules
- 7.1.7. Processing of Collected Yard Debris and Organic Materials. The Franchisee shall transport and market collected Yard Debris and Organic Materials. The Franchisee shall deliver all properly prepared and collected Yard Debris or Organic Materials to an approved processor or composting facility. The Franchisee shall not deliver or cause the delivery of any collected Yard Debris or Organic Materials for Disposal unless the Yard Debris or Organic

Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

7.2.1. Preparation of Yard Debris Materials.

7.2.1.1. Yard Debris Receptacles. The Customer shall place Yard Debris in the cart provided by the Franchisee. Occasional extras may be placed in 65 gallon Carts, “Kraft” type and “Epic” brand bags, or bundles. The Customer shall not use plastic bags to contain Yard Debris.

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

7.2.2. Preparation of Organic Materials.

7.2.2.1. Receptacles. Any Customer receiving Organic Materials Service from Franchisee shall place Organic Material in the acceptable Receptacle provided by Franchisee.

7.2.2.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Organic Material provided in these Administrative Rules.

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

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

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

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

Section 8: Other Materials Services

8.1. Franchisee Responsibility

- 8.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Service for Other Materials as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City. Other Materials include Goods, Bulky Waste, tires, and Infectious Waste.
- 8.1.2. Service Frequency. The Service time for Other Materials shall be as agreed by the Franchisee and the Customer and within seven (7) working days of the Customer Request.
- 8.1.3. Service of Other Materials. The Franchisee shall provide Other Materials Service so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 8.1.4. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

8.2. Customer Responsibility

- 8.2.1. Disposal of Other Materials. The Customer shall place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials Service must occur on the same day as the Customer's Solid Waste Service. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.
- 8.2.2. Disposal of Unacceptable Solid Waste. The Customer shall contact Franchisee for information on proper Disposal options for Unacceptable Solid Waste.

Section 9: Community Clean-Up Days

- 9.1. The Franchisee shall agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:
 - 9.1.1. The one week period during which the "Wilsonville Clean-Up Days" will take place, including a "Bulky Waste Day" event. The "Wilsonville Clean-Up Days" event shall take place once per year in the Spring. The "Bulky Waste Day" will occur within the "Wilsonville Clean-Up Days" on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

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

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

Section 10: Customer Service – Access to Information

10.1. Franchisee’s Website. Franchisee’s website will contain information regarding the following:

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

10.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City’s solid waste informational webpage.

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

10.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.

10.2. The City will also provide the information in 10.1.2 through 10.1.4 on its solid waste informational webpage.

10.3. Any disputes regarding Franchisee’s Customer service are subject to Section 11 herein and Article XIII, Section (1) of the Solid Waste Franchise Agreement (Ordinance No. [REDACTED]).

Section 11: Dispute Resolution

11.1. **Information and Complaint Resolution.** The Franchisee shall respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff shall be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Services. The Franchisee shall respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.

11.2. **Disputed Billing Policy.** The Franchisee shall have a written policy for resolving disputed billings pursuant to Subsection 3.6.3. The Franchisee shall provide a copy of disputed billing policies to the City for review and approval.

11.3. **Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved are subject to the procedures contained in Article XIII, Section (1) of the Solid Waste Franchise Agreement (Ordinance No. [REDACTED]).



ATTACHMENT C

SCOTT CAUFIELD, MANAGER
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 02, 2018

Solid Waste Commissioners
Clackamas County

Members of the Commission:

A PROPOSAL to ADJUST SOLID WASTE MANAGEMENT FEES

EXECUTIVE SUMMARY:

The County's collection system (and others across the state) has been impacted by an increase in the cost to process recyclables. Costs to process recyclables have increased 3-500% above the cost reflected in our current fees, and are expected to remain at this level for the time being.

The Typical Fee Review Process

The Resource Conservation & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Solid Waste Collection System. This includes an annual review of the financial and production records of the eight solid waste collection companies currently a part of Clackamas County's franchised system. The purpose of the review is to ensure that solid waste collection services are provided safely and cost-effectively while supporting the benefits of recovering materials. The review is used to establish the fees charged for the services required by the County and ensure a fair return to the collectors. The process is assisted by a certified public accountant to review and analyze franchisee financial records.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments as necessary, to keep fees and real costs aligned. This governance model typically prevents large and unexpected increases that result from a less frequent review. Adjustments have taken the form of fee increases, additional collection services, or a combination.

The County franchise system is divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. Zones differ by services offered (curbside yard debris service is not offered outside the Urban zone) and the distances between customers and from disposal sites.

The current fees for residential and commercial services were adopted by the Board and made effective July 1, 2016. The current drop box fees were adopted July 1, 2017.

Recycling Markets' Impact on Processing Costs

Over the last 20 years, China has become the world's largest importer of recycled paper and plastics – including from the West Coast. Historically, Chinese buyers have purchased materials with higher levels of contamination (undesired materials mixed in the commodity being sold) and at higher prices than U.S. domestic markets. In Oregon, curbside recycling has approximately 8-13 percent contamination, which recycling processors sort to a lower percentage, bale, and ship.

Though Chinese restrictions on recycling date to 2013, the government's recent "National Sword" initiative has severely restricted their import of recyclable materials. The Chinese government banned unsorted post-consumer plastics and paper in 2018, and established a strict limit of contaminants of 0.5 percent on sorted paper. China's stated reasons include the contaminants present; pollution from their older processing plants; their labor force's health and safety; and the desire to develop their own domestic recycling system.

China's ban has disrupted recycling worldwide and in Oregon. Reaching the new 0.5 percent contamination standard is nearly impossible with existing processing infrastructure.

In response, the material recovery facilities (MRFs) have incurred significant costs to improve the quality of their sorting and to find alternative markets for the material, costs which are passed on to collectors. MRFs are also seeking 'concurrence' from the DEQ to dispose of certain materials, much of which has never been accepted as recyclable, but which were previously considered acceptable contaminants.

Untypical Process

This year's review is not typical. On March 20th staff requested and received direction from the Board of County Commissioners to expedite this year's review to have an effective date of May 1, 2018. The estimated increases presented to the Board have changed slightly based on the reported information received from the collectors.

Our Local Situation

The immediate effect on the County's collection system has been an increase in processing costs beginning in September, reaching 375-400% above the cost reflected in our current fees. Costs are expected to remain at this level for the time being. Typically cost increases are gradual enough to absorb them in each review of the prior 12 months of costs. These recent costs are unanticipated and rose quickly. Although our collection companies have limited ability to 'shop' for the best processing price, MRFs have increased costs across the board or restricted access, to varying degrees. Thus, collectors face a large gap between their costs and existing revenue from fees.

The option to dispose of more recyclables is unattractive because disposal is equally expensive and does not offer the economic and environmental benefits derived from returning these materials to the stream of commerce.

Another option is to consider accelerating a potential fee increase to reflect known costs. The traditional date for approved increases to take effect is July 1.

While the full annual review is not complete, we have reviewed the impact of increased processing costs, and known contractual increases in labor and disposal for the coming year. The Metro Council had their first hearing on March 15th of a recommended 2.6% increase in the cost of disposal (\$2.50 per ton) effective July 1, 2018. (*Metro Fee draft report attached.*) Labor costs are expected to rise by 4%.

Reflecting known costs would result in an estimated increase of approximately \$2.50 to the monthly fee for a residential 35 gallon cart in the urban fee zone (from \$30.05/month), and \$1.50 per yard for urban commercial customers with container service (see Container Service table below). The rural zones would increase \$3.00 for a residential 35 gallon cart and container service would increase by \$2.00. All other fees would increase similarly.

The following tables are illustrative of the changes to fees if the estimates above are accepted. The 32-35 gallon can/cart is the predominant service level and the other fees will increase commensurately.

Recent History of 32-Gallon Cart / Can Fees								
	2011	2012	2013	2014	2015	2016	2017	Estimated
Urban	\$28.20	\$28.65	\$28.90	\$28.90	\$29.96	\$30.05	\$30.05	\$32.55
Rural	24.85	25.30	25.60	25.60	26.25	26.35	26.35	29.35
Distant Rural	29.80	30.35	30.60	30.60	31.20	31.35	31.35	34.35
Mountain	31.05	31.60	31.85	31.85	32.45	32.60	32.60	35.60

Container Service	2 yard container 2 x per week	
Fee Zone	2017	Proposed
Urban	\$309.76	\$ 335.74
Rural	\$360.11	\$ 394.75
Distant Rural	\$392.39	\$ 427.03
Mountain	\$468.60	\$ 503.24

Staff is also working with the DEQ and local government partners to address these problems in the short and long term. At the local level, we are increasing efforts to educate our customers about materials that don't belong in recycling—this can help mitigate processing costs. For example, we are piloting a 'cart-tagging' project to provide individual household-level feedback reminding customers how to recycle well. State and regional level discussions have turned to long-term options to invest in better processing systems, identify policies that can support the market for recycled materials, and encourage more domestic processors for a more resilient system that supports more local jobs. This would help counteract the decline in domestic markets—for example as seen in the closure of paper mills—that has been observed in parallel with increased reliance on China.

FINANCIAL IMPLICATIONS:

Regardless of the timing, the County's normal review and fee adoption process would result in residential customers and businesses with container and cart service where recycling is included experiencing an increase in their garbage and recycling collection fees. Customers using drop box services would not experience an increase. The County's franchise fee revenue would increase slightly.

RECOMMENDATION:

Staff respectively recommends the Solid Waste Commission approve the proposed fee adjustments with an effective date of May 1, 2017 and submit the recommendation of the Solid Waste Commission to the Board of Commissioners as a consent agenda item.

Sincerely,

Rick Winterhalter
Sustainability Analyst, Sr.

Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

Wilsonville 2017 Annual Report



City of Wilsonville Police Department

30000 SW Town Center Loop E
Wilsonville, OR 97070

In Partnership with



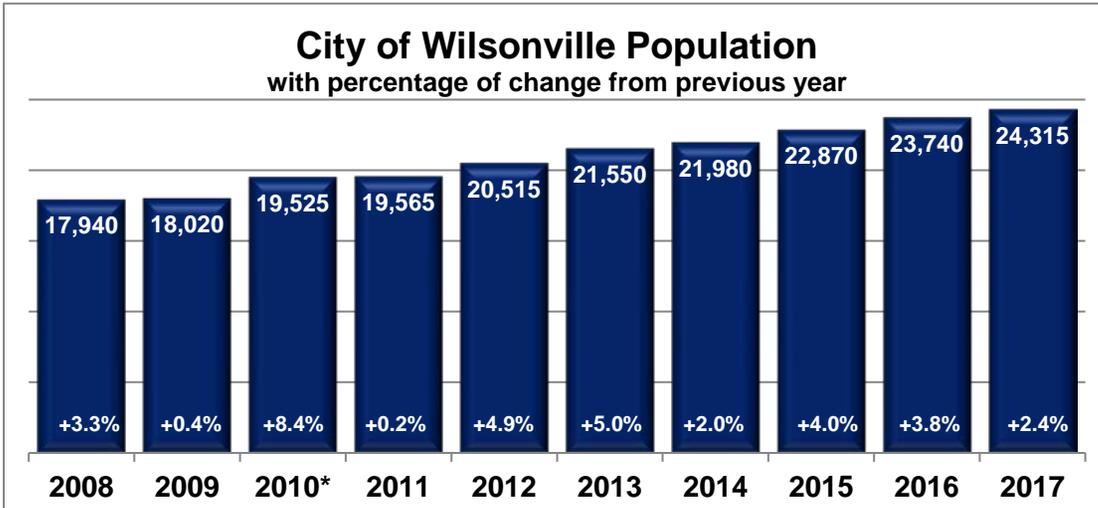
**Clackamas County
Sheriff's Office**

Table of Contents

Wilsonville Population - 10 Year History	3
Calls for Service - 10 Year History	3
Wilsonville PD Staffing - 10 Year History	3
Deputies per Thousand Population	4
Calls for Service & Reports Written by Shift	4
Monthly Calls for Service Graph	5
Other / Self-Initiated Activity	5
Types of Calls	6
All Reported Crimes	7 - 8
Theft Map	9
Burglary Map	10
Stolen Vehicle Map	11
Traffic Stops & Citations	12 - 13
Yearly Traffic Crash Graph	14
Traffic Crash Map	15

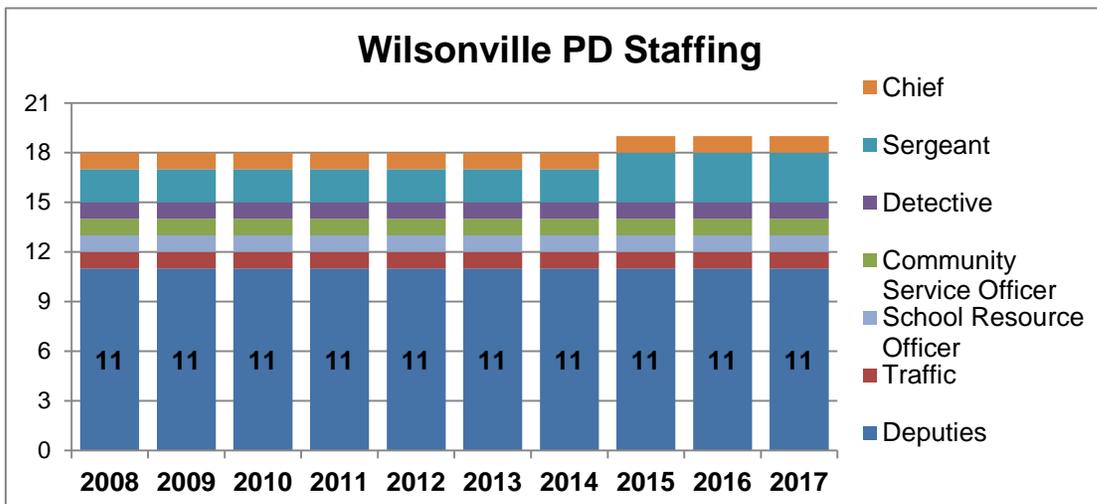
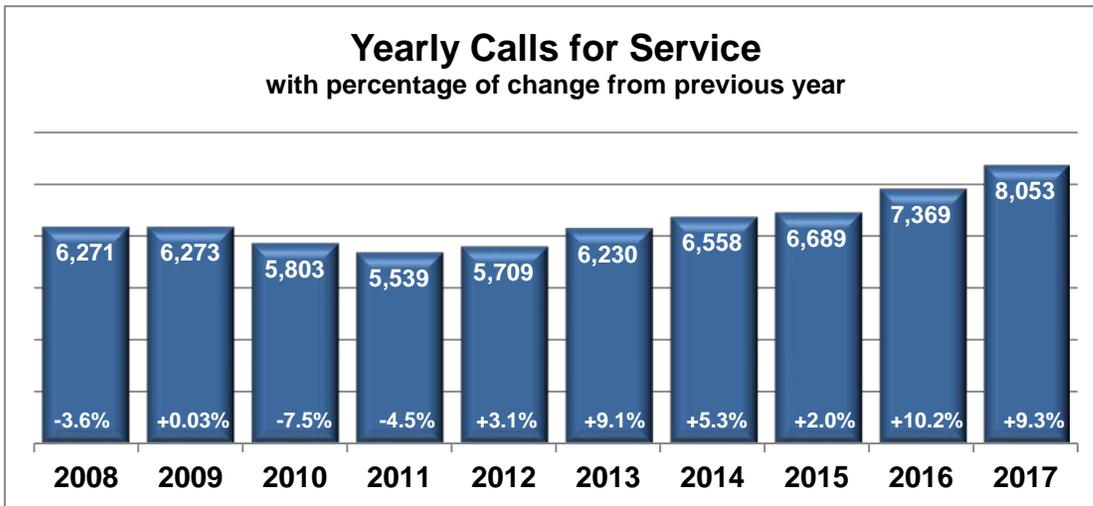
Annual Summary

During 2017 the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time period Deputies assigned to Wilsonville answered 8,053 calls for service, which was an average of 671.1 calls per month and 22.0 calls per day.



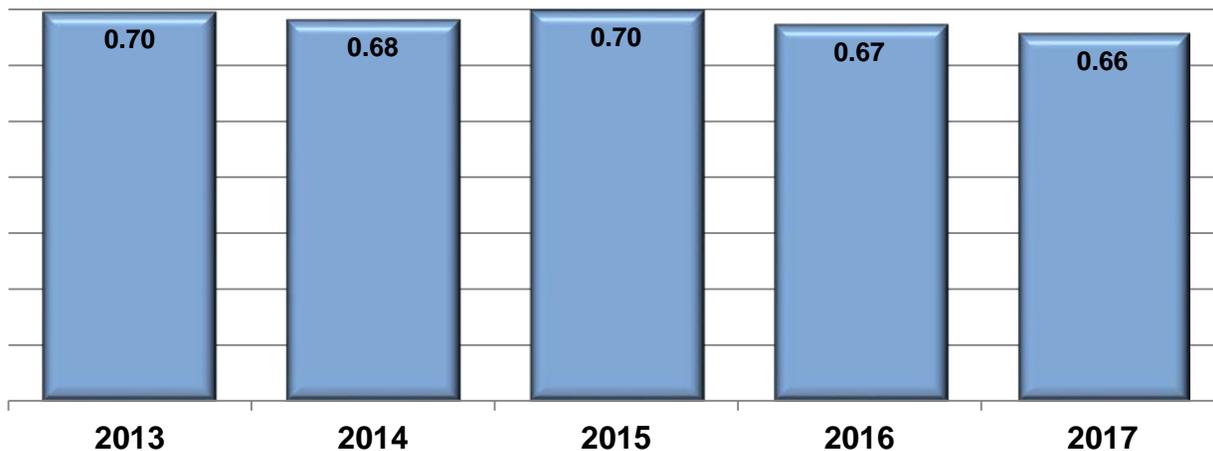
Population Source: Portland State University Population Research Center: <http://www.pdx.edu/prc/>

*The 2010 population figures have been updated based on Portland State University's revisions after the 2010



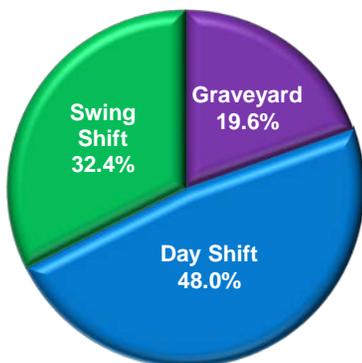
Deputies per 1,000 Population

Includes Patrol Deputies, Traffic Deputy, School Resource Officer & Sergeants

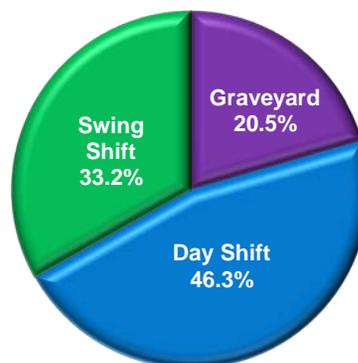


Shift	Calls for Service	Reports Written
Graveyard (2100-0700)	1,578	458
Day Shift (0700-1700)	3,867	1,032
Swing Shift (1700-0300)	2,608	740
Total:	8,053	2,230

2017 Calls Taken



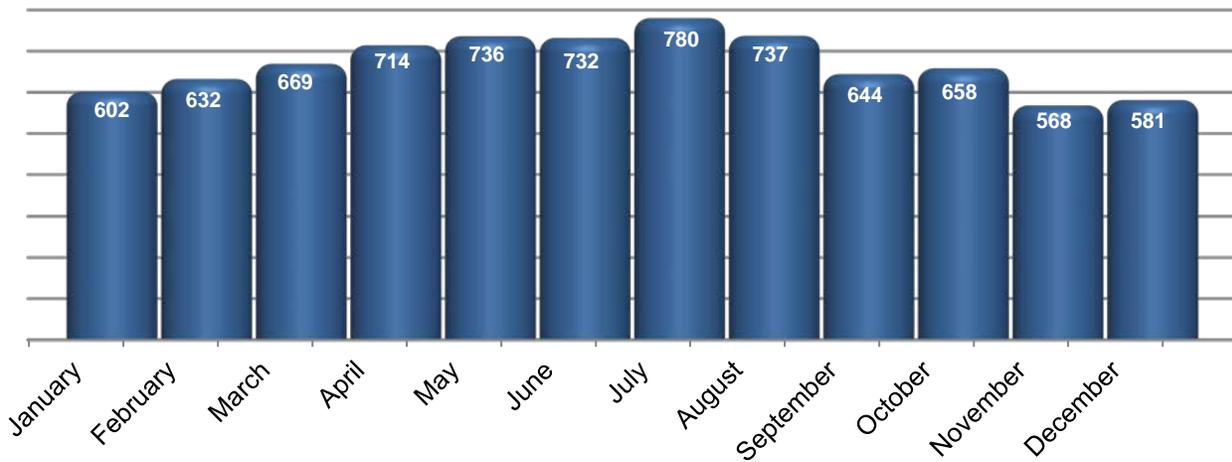
2017 Reports Written



Yearly Averages

Number of Calls Per Shift	2017	Previous 5 Year Average	Previous 10 Year Average
Graveyard	1,578	1,307.0	1,296.6
Day Shift	3,867	2,915.0	2,823.9
Swing Shift	2,608	2,289.0	2,174.4
Total Calls:	8,053	6,511.0	6,294.9

2017 Calls for Service by Month



Other / Self-Initiated Officer Activity

Sorted by frequency of calls based on most current year

Number of Calls Per Shift	2017	2016	5 Year Average	10 Year Average
Traffic Stop	4,077	3,488	4,023.2	4,733.9
Follow-Up Contact	1,108	1,032	898.2	876.0
Suspicious Veh Stop	641	765	647.4	516.8
Detail	392	365	534.4	526.0
Subject Stop	338	438	481.2	466.0
Training	186	202	220.4	192.4
Meeting	127	110	90.6	66.7
Premise Check	106	158	762.0	657.3
Warrant Service	92	115	135.4	136.9
Court	58	48	59.4	63.8
Suspect Contact	55	50	52.6	102.2
Foot Patrol	50	93	84.2	79.7
Total Calls:	7,230	6,864	7,989.0	8,417.7

This chart shows the types of calls for service during the year. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature. For actual criminal activity during the year, see the "All Reported Crimes" chart.

Types of Calls

Sorted by the frequency of calls based on the most current year

Call	2017	2016	Previous 5 Yr Avg	Previous 10 Yr Avg	2017 Change from 10 Yr Avg
Alarm	802	714	676.6	698.2	14.9%
Parking Complaint	619	586	283.4	222.6	178.1%
Assist Public	514	402	428.8	461.6	11.4%
Theft	504	453	435.4	485.6	3.8%
Traffic Complaint	420	227	205.0	248.4	69.1%
Disturbance	414	427	335.6	317.3	30.5%
Suspicious Person	398	345	316.2	268.7	48.1%
Assist Agency	366	179	154.4	146.3	150.2%
Welfare Check	335	325	224.8	175.7	90.7%
Traffic Crash	334	336	309.6	284.3	17.5%
Unwanted / Trespass	246	207	152.4	132.9	85.1%
Threat / Harassment	240	255	202.6	196.9	21.9%
Fraud	223	249	183.4	157.9	41.2%
Juvenile Problem	204	189	169.2	164.8	23.8%
Property Investigation	194	186	164.6	145.2	33.6%
Suspicious Vehicle	194	163	155.6	148.1	31.0%
Susp. Circumstances	165	163	150.8	149.7	10.2%
Provide Information	162	280	288.4	264.9	-38.8%
Animal Complaint	149	150	121.6	98.1	51.9%
Criminal Mischief	145	160	184.2	197.9	-26.7%
Other	134	137	111.8	106.3	26.1%
Hazard	124	115	135.0	128.3	-3.4%
Fire Services	116	113	105.0	84.9	36.6%
Unknown / Incomplete	108	165	155.4	180.7	-40.2%
Vice, Drugs	105	55	65.0	69.2	51.7%
Suicide Att / Threat	98	115	94.2	79.1	23.9%
Noise Complaint	92	127	111.8	121.1	-24.0%
Mental	73	65	65.6	46.5	57.0%
Stolen Vehicle	69	60	52.2	51.0	35.3%
Assault	64	62	49.6	52.0	23.1%
Runaway	64	41	50.0	57.4	11.5%
Burglary	60	56	63.2	65.0	-7.7%
Missing Person	47	36	27.8	24.5	91.8%
Abandoned Vehicle	42	45	26.2	32.1	30.8%
Sex Crimes	33	35	32.0	30.4	8.6%
Viol. Restraining Order	28	25	21.4	21.5	30.2%
Extra Patrol Request	25	26	90.6	62.5	-60.0%
Minor in Possession	23	6	11.8	18.0	27.8%
Recovered Stolen Vehicle	23	22	21.0	16.6	38.6%
Death Investigation	21	18	20.6	19.7	6.6%
Open Door / Window	14	15	24.6	22.9	-38.9%
Promiscuous Shooting	13	14	13.4	14.5	-10.3%
Robbery	10	7	7.8	8.5	17.6%
Prowler	6	12	11.2	15.1	-60.3%
Shooting	1	1	1.2	2.0	-50.0%
Total Calls:	8,021	7,369	6,511.0	6,294.9	27.4%

All Reported Crimes

Part I Crimes		2017	2016
	Type		
Theft (all)	Prop	373	303
Burglary	Prop	38	46
Stolen Vehicles	Prop	43	31
Assault, Aggravated	Pers	15	13
Rape	Pers	3	5
Robbery	Pers	5	4
Arson	Prop	4	3
Attempt Murder	Pers		
Murder	Pers		
Part I Totals:		481	405

Part II / Other Crimes		2017	2016
	Type		
Criminal Mischief	Prop	108	117
Drug Charges (all)	Behav	75	53
DUII	Behav	61	53
Other Crimes Not Listed	Behav	61	49
Prostitution	Behav	58	27
Assault, Simple	Pers	44	32
Identity Theft	Prop	30	46
Criminal Trespass	Behav	25	8
Unlawful Entry Into Motor Vehicle	Prop	25	25
Disorderly Conduct	Behav	21	13
Fraud (Other)	Prop	21	25
Runaway Juveniles	Behav	20	17
Forgery / Counterfeiting	Prop	16	26
Crimes Against Family	Behav	15	15
Weapons Violations	Behav	9	9
Credit Card / ATM Fraud	Prop	8	15
Harassment / Intimidation / Menacing	Pers	6	24
Sex Crimes (other)	Pers	6	7
Resisting Arrest	Behav	5	5
M.I.P. - Alcohol	Behav	3	
Child Abuse / Neglect	Pers	2	
Recklessly Endangering	Pers	1	7
Sodomy	Pers	1	4
Cruelty to Animals	Behav		1
Kidnapping	Pers		
Manslaughter/Neg. Homicide	Pers		
Offensive Littering	Behav		1
Public / Private Indecency	Behav		2
Stalking	Pers		
Part II Totals:		621	581

All Reported Crimes Continued

	2017	2016
Total Crimes Reported	1,102	986

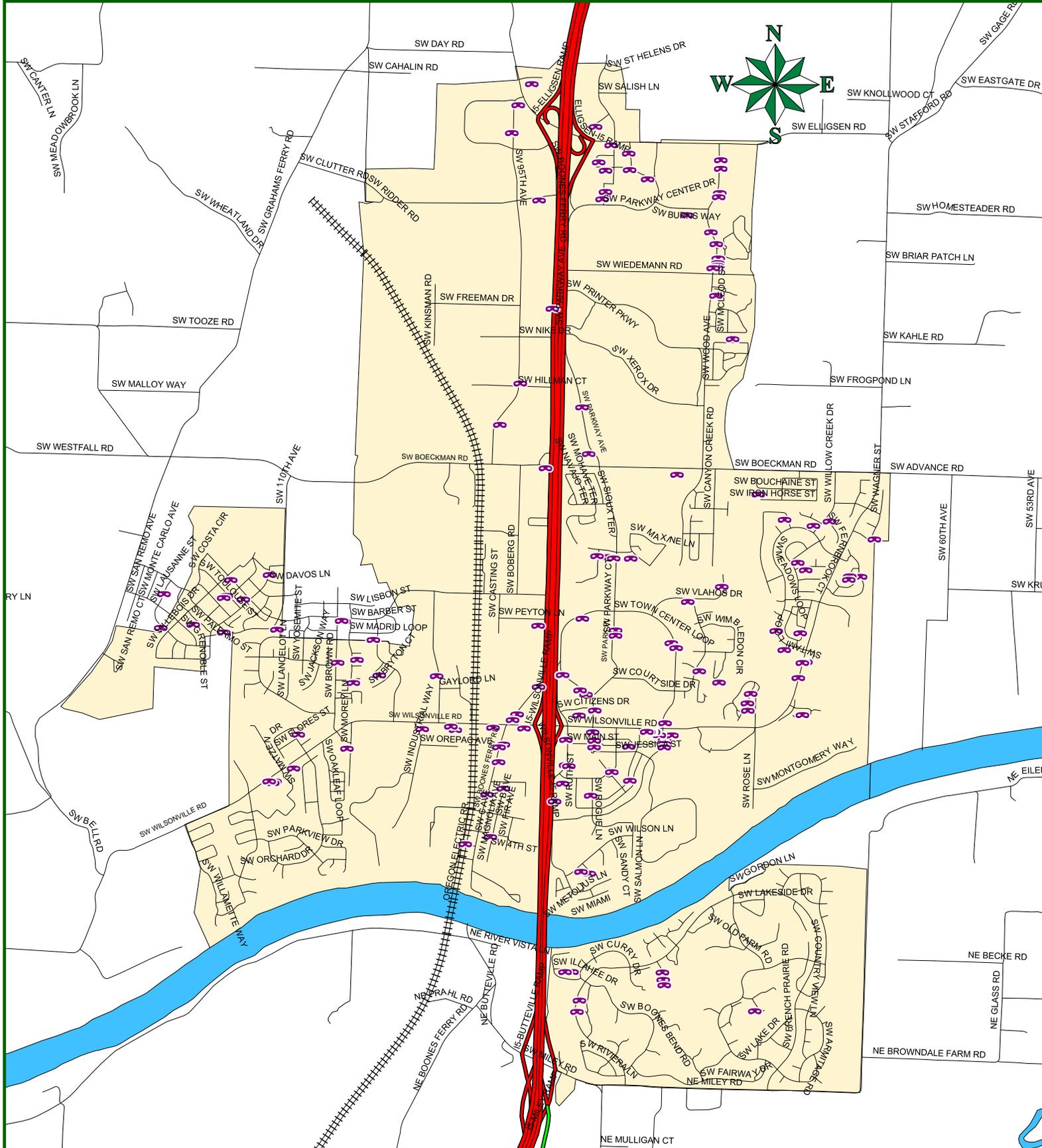
Crime Types	2017	2015
Property Crimes	711	599
Behavioral Crimes	290	294
Person Crimes	101	93

County Top Six	2017	2016
Theft	373	303
Criminal Mischief	108	117
Burglary	38	46
Identity Theft	58	27
Assault	59	45
Stolen Vehicle	43	31
Total:	679	569

Crimes Against Family	2017	2016
Violation of Restraining Order	14	11
Criminal Mistreatment	1	3
Custodial Interference		1
Total:	15	15

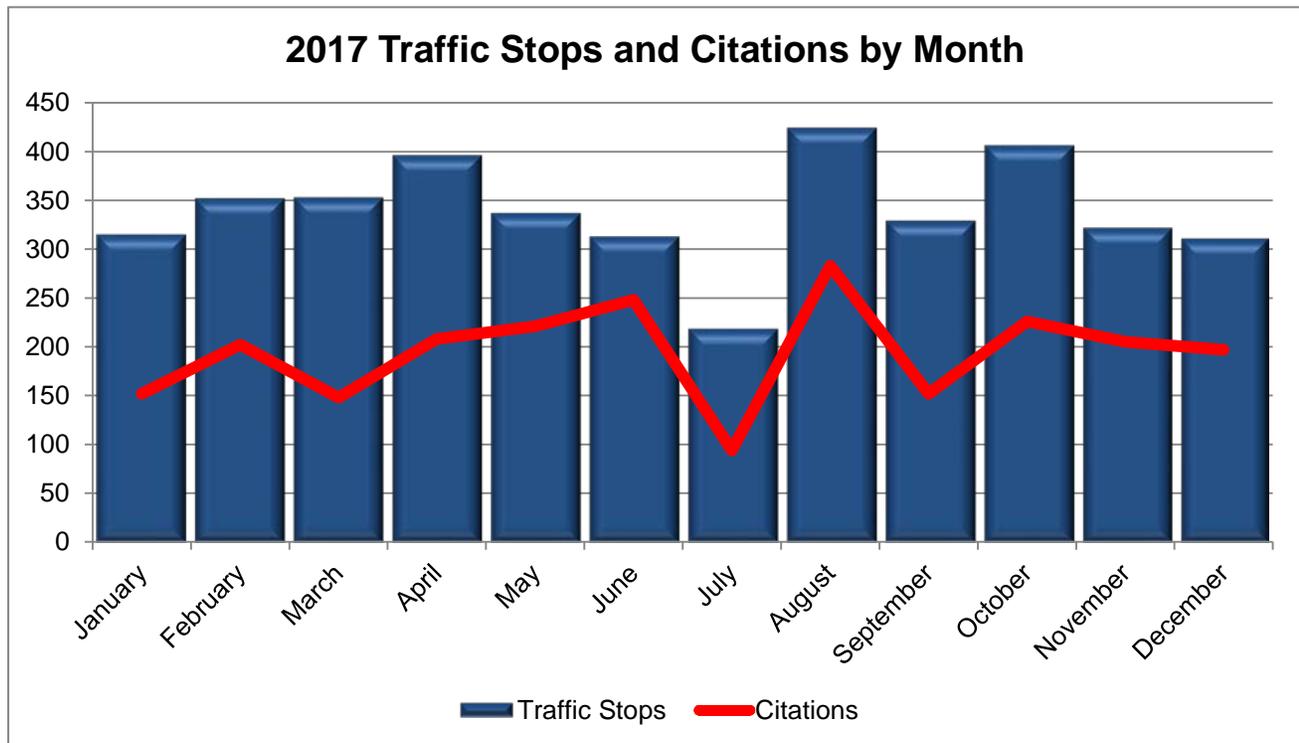
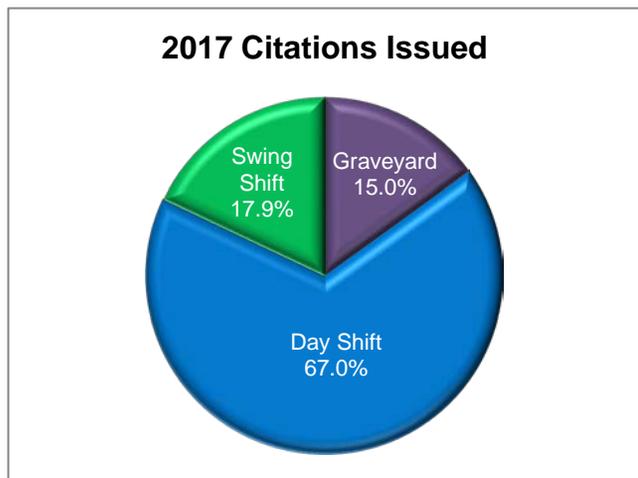


Wilsonville 2017 Thefts

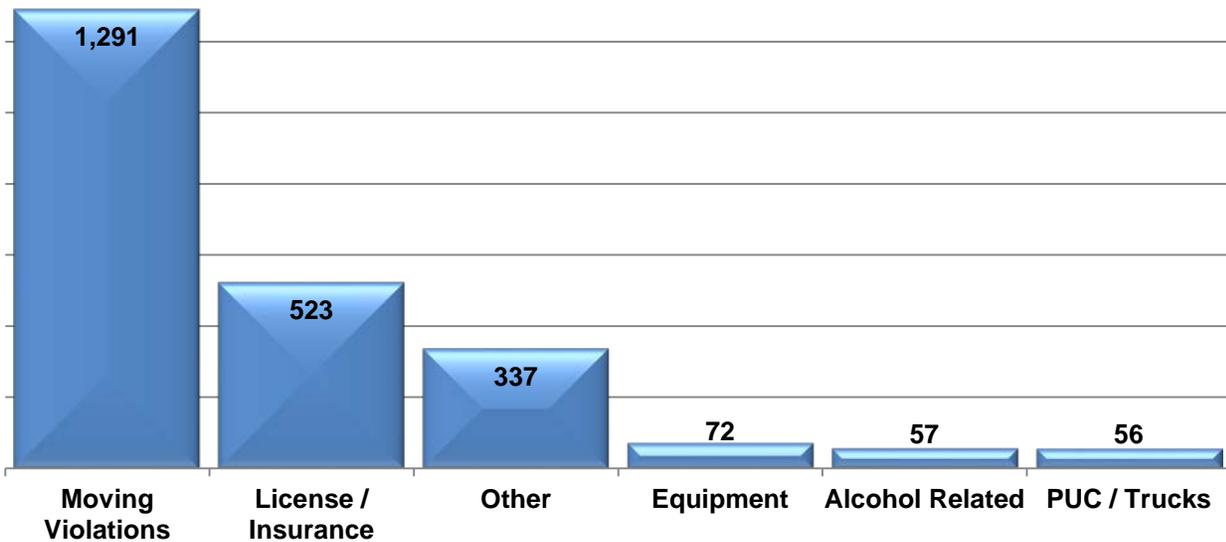


Traffic

Shift	Traffic Stops	Citatons Issued
Graveyard	1,317	351
Day Shift	1,785	1,566
Swing Shift	975	419
Total:	4,077	2,336



Types of Traffic Citations Issued in 2017



Traffic Stops

Shift	2017	2016	5 Year Average	10 Year Average
Graveyard	1,317	1,608	1,426.4	1,584.2
Day Shift	1,785	1,022	1,598.2	2,032.4
Swing Shift	975	858	998.6	1,117.3
Total Stops:	4,077	3,488	4,023.2	4,733.9

Traffic Citations Issued

Shift	2017	2016	5 Year Average	10 Year Average
Graveyard	351	590	600.6	763.7
Day Shift	1,566	761	1,301.2	1,650.4
Swing Shift	419	334	507.4	511.9
Total Stops:	2,336	1,685	2,409.2	2,926.0

Traffic Crashes

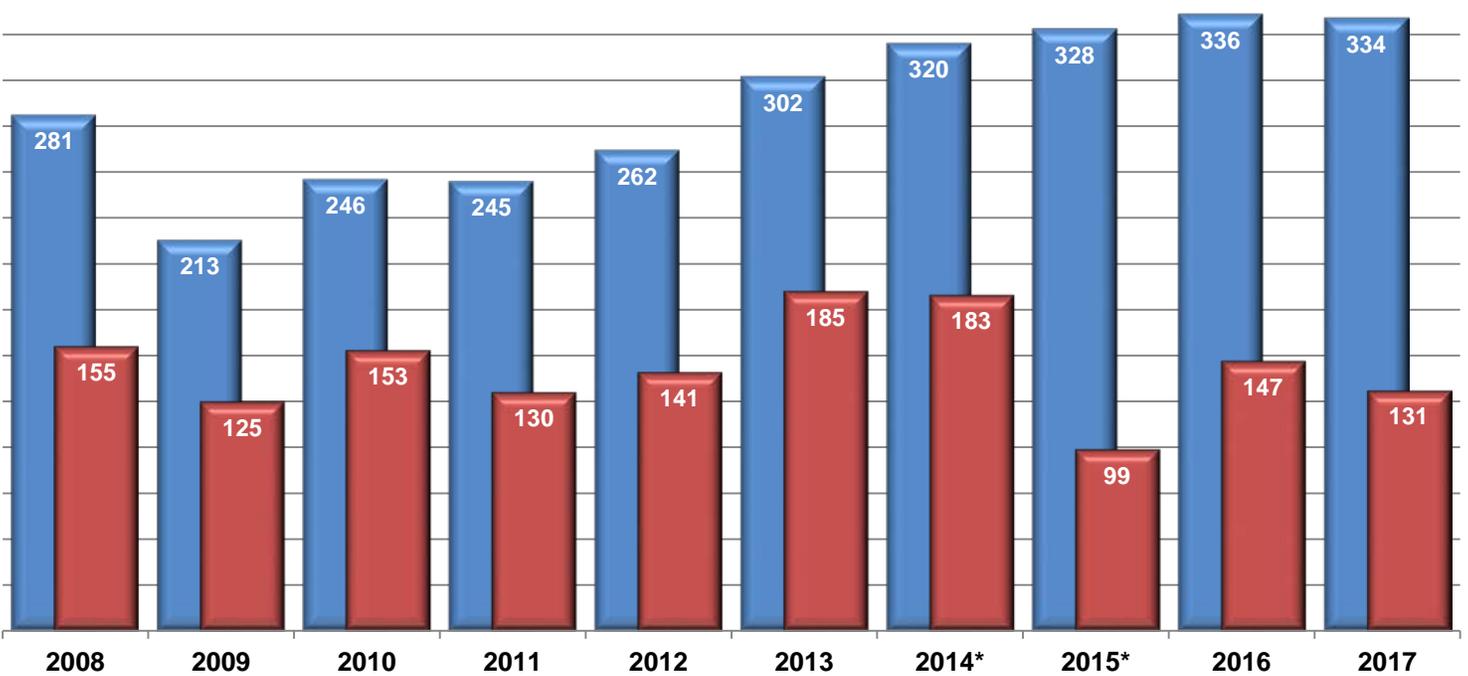
Top 5 Intersections for Traffic Crashes

Based on calls for service

Intersection	Crashes
SW Wilsonville Rd/SW Boones Ferry Rd	14
SW Wilsonville Rd/SW Town Center Loop W	9
SW Wilsonville Rd/I-5 FWY NB	7
SW Wilsonville Rd/SW Brown Rd	5
SW Elligsen Rd/SW Canyon Creek Rd	5

Traffic Crashes in Wilsonville by Year

■ Crash Calls for Service ■ Crash Reports



*Due to a change in the Records Management System, there may be missing data for traffic crash reports in 2015

**CITY OF WILSONVILLE
PROCLAMATION DECLARING MAY AS BIKE MONTH**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness, and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, ease of access for pedestrians and cyclists is crucial to ensuring their safety and encourages more active transportation; and

WHEREAS, the City of Wilsonville's South Metro Area Regional Transit (SMART) works to reduce our carbon footprint by promoting bicycle use in an effort to lessen the number of cars on the road; and

WHEREAS, the League of American Bicyclists and independent bicyclists throughout Oregon are promoting greater public awareness of bicycle operation, safety, and education to prevent crashes, injuries, and fatalities for all.

NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville, do hereby proclaim May 2018 as:

BIKE MONTH

I encourage all Wilsonville residents to ride their bicycles for fun and fitness and for everyone to recognize the importance of bicycle safety and education.

Dated this 16th day of April 2018

Tim Knapp, Mayor



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2018

Items known as of 04/16/18

April

DATE	DAY	TIME	EVENT	LOCATION
4/19	Thursday	5:00 p.m.	Parks and Recreation Advisory Board Meeting	Council Chambers
4/23	Monday	6:30 p.m.	DRB Panel B - CANCELLED	Council Chambers
4/23	Monday	6:00 p.m.	Community Enhancement Committee Meeting	City Hall
4/24	Tuesday	6:00 p.m.	Community Enhancement Committee Meeting	City Hall
4/25	Wednesday	6:30 p.m.	Library Board Meeting	Library

May

DATE	DAY	TIME	EVENT	LOCATION
5/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/9	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
5/10	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
5/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/17	Thursday	6:00 p.m.	Wilsonville Citizens Academy	City Hall
5/21	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/23	Wednesday	6:30 p.m.	Library Board Meeting	Library
5/30	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
5/31	Thursday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

- 4/25** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/9** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/12** W.E.R.K Day, 9 a.m. -1:30 p.m., meet at the Community Center
- 5/23** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/28** City Offices Closed in Observance of Memorial Day

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 16, 2018		Subject: Ordinance No. 815 - 1 st Reading Adopting the 2017 Water Treatment Plant Master Plan Update as a Sub Element of the City of Wilsonville Comprehensive Plan and a Capital Improvement Project List for the Treatment Plant.	
		Staff Member: Nancy Kraushaar, PE, Community Development Director	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 16, 2018 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 16, 2018 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 7, 2018 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: At the February 14, 2018 meeting, Planning Commission adopted Resolution LP18-1002 recommending approval to the City Council of the 2017 Water Treatment Plant Master Plan Update with some clarifying additions, deletions and modifications.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 815.			
Recommended Language for Motion: I move to approve Ordinance No. 815 on 1 st reading.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> <u>Council Goals/Priorities</u> Fiscal Discipline, Environmental Stewardship, Well Maintained Infrastructure		<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE CITY COUNCIL:

Council to consider adoption of the updated Water Treatment Master Plan and a new capital improvement project list for the water treatment plant.

EXECUTIVE SUMMARY:

The City of Wilsonville is updating the master plan for the Willamette River Water Treatment Plant. Master Plans, once adopted, become amendments to the City's Comprehensive Plan, and as such, require a formal adoption process that first includes a hearing before the Planning Commission where conclusionary findings are considered for consistency with Statewide Planning Goals followed by a recommendation for adoption to the City Council. Then the City Council holds a public hearing and considers adoption of the master plan by ordinance.

The 2017 Water Treatment Plant Master Plan Update (2017 MPU) addresses the existing Willamette River Water Treatment Plant, operational since 2002 and currently providing treated water to the citizens of Wilsonville and Sherwood. The draft Table of Contents and Executive Summary are presented in **Attachment A**. Some primary goals of the 2017 MPU are:

- 1) To confirm the quantity and timing of long range water delivery from the treatment plant over a 20 year planning horizon;
- 2) To identify and select appropriate treatment technologies and design criteria for future water treatment facilities;
- 3) To evaluate existing treatment plant facilities for upgrades and replacements; and
- 4) To identify the capital costs, timing, and funding strategy required to meet the future water supply and level of service goals.

These goals are addressed in the 2017 MPU. The chapters are summarized below:

- Chapter 1 provides general background information.
- Chapter 2 provides information on existing and future water demand, and the expected future Level of Service.
- Chapters 3 and 4 describe the existing treatment technologies and associated operational performance in terms of water quality and regulatory compliance.
- Chapter 5 evaluates the condition and reliability of the existing plant infrastructure with particular focus on life safety deficiencies, surge protection and seismic resiliency.
- Chapter 6 presents the recommended short-term and long-term capital improvement plan needed to ensure continued reliability of the treatment plant as the plant capacity increases from the current 15 mgd to 30 mgd in year 2035 and beyond (Wilsonville's currently has approved water rights for 20 mgd; additional rights will need to be acquired for expansion to 30 mgd).
- Chapter 7 presents the capital cost estimates and recommended schedules for the design and construction of improvements identified in Chapter 6.

The Planning Commission public record that includes their Resolution LP18-1002 and the Conclusionary Findings demonstrating consistency with Statewide Planning Goals are included as **Exhibit 1** to Ordinance No. 815. At their public hearing, the Planning Commission requested the following information be added to the master plan:

1. Provide net present value (NPV) calculations used to evaluate the 20 MGD expansion options.
2. Provide the basis for population growth assumptions used to determine when the 20 and 30 MGD expansions would be necessary.

3. Provide the cost-sharing responsibility between the water treatment plant stakeholders.
4. Add language regarding the potential to add additional stakeholders as well as the review period for the CIP projects (typically 5 to 10 years).

Following Planning Commission review, the Plan was reviewed by the City's Water Treatment Plant consultant and some corrections and clarifications were suggested that staff agrees are needed to make the plan accurate.

EXPECTED RESULTS:

Adoption by City Council will make the 2017 MPU part of the City's Comprehensive Plan. Inclusion in the Comprehensive Plan allows identified capital and operational improvements to be planned and budgeted in future rate and system development charge studies and methodologies and capital spending plans. From a utility management standpoint, this master plan provides a 20-year planning tool to ensure reliable delivery of high quality drinking water to Wilsonville citizens and businesses.

TIMELINE:

- Planning Commission Hearing: February 14, 2018
- City Council Hearing: Noticed for March 05, 2018 to be continued to April 16, 2018
- City Council: April 16, 2018-First Reading of Ordinance
- City Council: May 7, 2018 – Second Reading of Ordinance
- Effective Date: 30 Days after Second Reading

CURRENT YEAR BUDGET IMPACTS:

Consulting Services and staff overhead for the 2017 MPU are budgeted under CIP #1122.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/10/2018

Capital projects outlined in the Water Treatment Plant Master Plan Update will be included in the City's five-year Capital Improvement Program, which is part of each annual budget cycle.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/10/2018

I agree with the recommendation for a continuation. Due to a change in staffing, new staff members are now working with the consultants to ensure all issues are addressed with respect to the current plant operations and the additional complication of the expansion of the intake facilities that will serve the Wilsonville Plant and the new TVWD/Hillsboro Plant.

COMMUNITY INVOLVEMENT PROCESS:

A web page and virtual open house have been set up at www.ci.wilsonville.or.us/WTPMUpdate where the entire document can be viewed, and public comment and questions can be submitted.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

A reliable source of properly treated domestic water is essential to the well-being of the community.

ALTERNATIVES:

To not adopt the master plan at this time.

CITY MANAGER COMMENT:

N/A.

ATTACHMENTS:

- A. Attachment A - 2017 Master Plan Update Final, February 2018
- B. Ordinance No. 815
 - 1. Exhibit 1 – Planning Commission Resolution LP18-1002, staff report, and record – can be accessed at this link: <https://www.ci.wilsonville.or.us/DocumentCenter/View/13114>
 - 2. Exhibit 2 – Willamette River Water Treatment Master Plan Update 2017 – can be accessed at this link: <https://files.carollo.com/message/AXBna1dOIFAJMZPP5ycIp6>



Willamette River Water Treatment Plant MASTER PLAN UPDATE 2017

Project No. 1122



FINAL | March 2018





City of Wilsonville
Willamette River Water Treatment Plant

2017 MASTER PLAN UPDATE



EXPIRES: 06/30/19



EXPIRES: 12/31/19

Contents

EXECUTIVE SUMMARY

ES.1	Introduction	ES-1
ES.2	Plant Expansion and Level of Service Goals	ES-2
ES.2.1	Demand Projections	ES-2
ES.2.2	Level of Service Goals	ES-2
ES.2.3	Net Present Value	ES-3
ES.3	Existing Facilities and Operational Performance	ES-4
ES.4	Historical Raw and Finished Water Quality	ES-5
ES.5	Existing Infrastructure	ES-5
ES.5.1	Hydraulic Assessment	ES-5
ES.5.2	Equipment Assessment	ES-5
ES.5.3	Electrical Supply and Distribution	ES-5
ES.5.4	Seismic Evaluation	ES-6
ES.5.5	Life-Safety Evaluation	ES-6
ES.5.6	Transient Surge Analysis	ES-6
ES.6	WRWTP Expansion	ES-6
ES.6.1	20-MGD Expansion CIP	ES-6
ES.6.2	30-MGD Expansion CIP	ES-7
ES.6.3	Repair and Replacement CIP	ES-13
ES.7	CIP Approach and Schedule	ES-13

CHAPTER 1 - INTRODUCTION

1.1	WRWTP and Source Background	1-1
1.2	Master Plan Update Objectives and Organization	1-3

CHAPTER 2 - PLANT EXPANSION AND LEVEL OF SERVICE GOALS

2.1	Introduction	2-1
2.2	Water Demands and Expansion Strategy	2-1
2.2.1	Demand Projections and Hydraulic Requirements	2-1
2.2.2	Capacity Expansion and Phasing Strategy	2-3
2.2.3	Net Present Value	2-4

2.3 Hazard Analysis and Associated Level of Service Goals	2-5
2.3.1 LOS Goal Objective	2-6
2.3.2 Catastrophic Event	2-6
2.3.3 Regional Precedents	2-9
2.3.4 Recommended Preliminary LOS Goals for WRWTP Expansion	2-12

CHAPTER 3 - EXISTING FACILITIES AND OPERATIONAL PERFORMANCE

3.1 Introduction	3-1
3.2 Summary of Previous Studies	3-1
3.3 Major Plant Components	3-3
3.3.1 General	3-3
3.3.2 Raw Water Facilities	3-17
3.3.3 Chemical Injection Vault and Initial Mixing Facility	3-17
3.3.4 Ballasted Flocculation (Actiflo®) System	3-18
3.3.5 Ozonation System	3-19
3.3.6 Filtration System	3-20
3.3.7 Liquid Chemical Storage and Feed Facilities	3-21
3.3.8 Washwater Equalization Basin	3-22
3.3.9 Gravity Thickener	3-22
3.4 Historical Plant Performance	3-23
3.5 Conclusions	3-30

CHAPTER 4 - HISTORICAL WATER QUALITY AND REGULATORY COMPLIANCE

4.1 Introduction	4-1
4.2 Historical Water Quality	4-1
4.3 Regulatory Compliance	4-11
4.3.1 Existing Regulations	4-11
4.3.2 Unregulated Contaminant Monitoring	4-11
4.3.3 Contact Time Compliance	4-13
4.3.4 Future Regulations	4-14
4.4 Emerging Contaminants	4-14
4.4.1 National Perspective and Literature Review	4-15
4.4.2 Regional Perspective	4-17
4.4.3 2015 MPU Participant Interviews	4-18

4.5 Conclusion	4-19
CHAPTER 5 - EXISTING INFRASTRUCTURE	
5.1 Introduction	5-1
5.2 Site Mapping	5-1
5.3 Hydraulic Assessment	5-5
5.4 Equipment Assessment	5-9
5.5 Electrical Assessment	5-9
5.5.1 Evaluation Results	5-9
5.5.2 Recommendations	5-11
5.6 Seismic Evaluation and Mitigation Alternatives	5-16
5.6.1 Oregon Seismic Requirements	5-16
5.6.2 Geotechnical Investigation Summary	5-17
5.6.3 Seismic Evaluation of Existing Facilities	5-17
5.7 Life Safety Evaluation	5-18
5.8 Transient Surge Analysis	5-18
5.8.1 Evaluation Methodology	5-18
5.8.2 Evaluation Results	5-24
5.8.3 Recommendations	5-24
CHAPTER 6 - EXPANSION ALTERNATIVES ANALYSIS	
6.1 Introduction	6-1
6.2 Treatment Technologies	6-1
6.3 Confirmation of Treatment Recommendation	6-1
6.4 20 mgd Expansion	6-2
6.4.1 Flow Projections	6-2
6.4.2 Raw Water Pumping	6-2
6.4.3 Flash Mix	6-7
6.4.4 Ballasted Flocculation (Actiflo®)	6-7
6.4.5 Ozonation and Ozone Generation	6-7
6.4.6 Filtration	6-8
6.4.7 Clearwell/Chlorine Disinfection	6-8
6.4.8 Finished Water Pumping	6-9
6.4.9 Waste Washwater Recovery	6-9

6.4.10 Mechanical Solids Dewatering	6-9
6.4.11 Chemical Storage and Metering	6-9
6.4.12 Electrical Upgrades	6-10
6.5 30-mgd Expansion	6-18
6.5.1 Expansion Alternatives	6-19
6.5.2 Flow Projections	6-23
6.5.3 Raw Water Pumping	6-23
6.5.4 Flash Mix	6-27
6.5.5 Ballasted Flocculation (Actiflo®)	6-27
6.5.6 Ozonation	6-27
6.5.7 Filtration	6-27
6.5.8 Clearwell/Chlorine Disinfection	6-27
6.5.9 Finished Water Pumping	6-27
6.5.10 Waste Washwater Recovery	6-28
6.5.11 Mechanical Solids Dewatering	6-28
6.5.12 Chemical Storage and Metering	6-28
6.6 Repair and Replace	6-37
CHAPTER 7 - CIP APPROACH AND SCHEDULE	
7.1 Introduction	7-1
7.2 Capital Cost Assumptions	7-1
7.2.1 Cost Estimate Classification	7-1
7.2.2 Opinion-of-Probable Construction Cost Estimate	7-1
7.2.3 Cost Factoring Workbook	7-2
7.2.4 CIP Workbook	7-2
7.3 Design and Construction Schedule	7-3
7.4 Financial Summary	7-3

Appendices

Appendix A – Condition Assessment Calculations

Appendix B – Life Safety and Seismic Assessment Technical Memorandum

Appendix C – Surge Transient Analysis & Pre-Design Recommendations Technical Memorandum

Appendix D – Capital Cost Estimates

Appendix E – CIP Workbook

Tables

Table ES.1 Cities of Wilsonville and Sherwood Treatment LOS Goals	ES-3
Table ES.2 20-Year NPV for WRWTP Potential Treatment Alternatives	ES-4
Table ES.3 Estimated CIP Costs (2017 Dollars)	ES-13
Table ES.4 Operations – Repair and Replace Estimated CIP Cost (2017 Dollars)	ES-14
Table ES.5 WRWTP Expansion Design and Construction Schedule	ES-14
Table 2.1 Hydraulic and Capacity Requirements of the WRWTP Participants	2-3
Table 2.2 20-Year NPV for WRWTP Potential Treatment Alternatives	2-5
Table 2.3 Catastrophic Hazards Events and Potential Impact on the WRWTP Lower Site	2-6
Table 2.4 Likelihood of Volcanic Ash Having Substantial Impact on Watersheds with a Southwest Wind	2-7
Table 2.5 Water Treatment Facility Recovery Levels for Various Earthquake Hazard Levels as Implied by Current Codes and Standards for New Construction	2-8
Table 2.6 East Bay Municipal Utility District Level of Service Goals	2-10
Table 2.7 Oregon Resilience Plan Recommended LOS Goals for Water Systems	2-11
Table 2.8 Joint Water Commission WTP LOS Goals	2-11
Table 2.9 Adopted LOS Goals for the WRWTP	2-13
Table 3.1 WRWTP Existing Facilities Treatment Processes and Procedures	3-3
Table 3.2 WRWTP Production (mgd)	3-28
Table 4.1 WRWTP Comparison of Regulatory and Contract Sampling Frequencies	4-2
Table 4.2 Comparison of Regulatory and Contract Finished Water Parameters	4-3
Table 4.3 WRWTP Summary of Raw Water Quality and Corresponding Finished Water MCL (May 2006 through 2014)	4-5
Table 4.4 WRWTP Summary of Finished Water Quality (May 2006 through 2014)	4-8

Table 4.5 Summary of Wilsonville Distribution System Water Quality Data	4-11
Table 4.6 Summary of UCMR 3 Finished and Distribution Water Quality	4-12
Table 4.7 Summary of Preliminary UCMR 3 Results ⁽¹⁾	4-16
Table 4.8 Summary of CECs Interview Responses by Regional Surface Water Suppliers	4-17
Table 4.9 Summary of CECs Interview Responses by 2015 MPU Participant Water Suppliers	4-18
Table 5.1 WRWTP Caisson and Willamette River Elevations	5-5
Table 5.2 WRWTP Electrical Load Summary	5-10
Table 5.3 Summary of Seismic Vulnerabilities	5-19
Table 5.4 Summary of Life Safety Findings	5-21
Table 5.5 Hydraulic Transient Analysis Demand Scenarios	5-24
Table 5.6 Hydropneumatic Tank Sizing Recommendations	5-24
Table 6.1 WRWTP 20 mgd Expansion Processes and Procedures	6-11
Table 6.2 WRWTP 30 mgd Expansion Alternatives	6-19
Table 6.3 WRWTP 30 mgd Expansion Alternatives – Design and Operating Criteria following a Catastrophic Seismic Event	6-22
Table 6.4 WRWTP 30 mgd Expansion Processes and Procedures	6-29
Table 6.5 WRWTP Repair and Replace Projects	6-37
Table 7.1 Example of CIP Actual Construction Cost	7-2
Table 7.2 WRWTP Expansion Design and Construction Schedule	7-3
Table 7.3 WRWTP Near-Term CIP Costs (2017 Dollars)	7-4
Table 7.4 WRWTP Total CIP Costs (2017 Dollars)	7-7
Table 7.5 WRWTP 2017 MPU Stakeholder Responsibility	7-10

Figures

Figure ES.1 WRWTP Capacity Projections and Recommended Expansion Phasing	ES-2
Figure ES.2 Site Plan – 20-MGD Capacity Expansion	ES-9
Figure ES.3 Site Plan – 30-MGD Capacity Expansion	ES-11
Figure ES.4 RWTP Near-Term CIP Costs by Project (2017 Dollars)	ES-16
Figure ES.5 WRWTP Total CIP Costs by Project (2017 Dollars)	ES-17

Figure 2.1 WRWTP Capacity Projections and Recommended Expansion Phasing	2-2
Figure 2.2 WRWTP and WWSP Water Demand Projections	2-3
Figure 3.1 WRWTP Existing Site Plan	3-11
Figure 3.2 WRWTP Process Flow Diagram	3-13
Figure 3.3 WRWTP Hydraulic Profile	3-15
Figure 3.4 WRWTP Process Performance Summary	3-25
Figure 3.5 WRWTP Raw Water Turbidity	3-29
Figure 3.6 WRWTP Raw Water and Finished Water	3-31
Figure 3.7 WRWTP Monthly Finished Water Production and Power Consumption	3-32
Figure 3.8 WRWTP Monthly Finished Water Production and Solids Production	3-33
Figure 5.1 Lower Site Survey	5-3
Figure 5.2 WRWTP Hydraulic Profile – 20 mgd Design Capacity	5-7
Figure 5.3 Current Electrical Load Distribution Diagram	5-12
Figure 5.4 Existing Electrical System – 20 mgd Capacity	5-13
Figure 5.5 Upgraded Electrical System – 20 mgd Capacity	5-14
Figure 5.6 Upgraded Electrical System – 30 mgd Capacity	5-15
Figure 6.1 WRWTP Site Layout – 20 mgd Capacity	6-3
Figure 6.2 WRWTP Hydraulic Profile – 20 mgd Design Capacity	6-5
Figure 6.3 WRWTP 30 mgd Expansion – LOS	6-19
Figure 6.4 WRWTP 30 mgd Expansion – LOS + Post Regional Seismic Event (PRSE) Resiliency	6-20
Figure 6.5 WRWTP Site Layout – 30 mgd Design Capacity	6-25
Figure 7.1 Example Assumptions in CIP Workbook	7-2
Figure 7.2 WRWTP Near-Term CIP Costs (2017 Dollars)	7-5
Figure 7.3 WRWTP Total CIP Costs (2017 Dollars)	7-9

Abbreviations

%	percent
#	number
@	at
2015 MPU	2015 WRWTP Master Plan Update
AACE	American Association of Cost Engineers
ACFM	actual cubic feet per minute Ag silver
Al	aluminum
ASCE	American Society of Civil Engineers
ASR	aquifer storage and recovery
B	boron
BRP	Blue Ribbon Panel
C	Celsius
CaCO ₃	calcium carbonate
Caisson	Raw Water Intake Pump Station Caisson
CECs	contaminants of emerging concern
CF	cubic foot/feet
Cr+6	hexavalent chromium
CFD	computational fluid dynamic
CFM	cubic feet per minute
CIP	capital improvement plan
City	City of Wilsonville
COW	cost of work
CT	contact time
DCR	demand to capacity ratio
DBP	disinfection by-product
EBCT	empty bed contact time
EBMUD	East Bay Municipal Utility District
ENR	Engineering News Record
EPA	Environmental Protection Agency
ESA	Endangered Species Act
EWEB	Eugene Water and Electric Board
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FFA	future forced air cooled rating
fps	feet per second
ft	foot/feet GAC granular activated carbon

gpd	gallons per day
gpm	gallons per minute
gpm/sf	gallons per minute per square-foot
HAB	harmful algal bloom
HP	horse power
HR	hour(s)
HRT	hydraulic retention time
IBC	International Building Code
in	inches
IOC	inorganic contaminant
JWC	Joint Water Commission
KV	kilovolt
lb	pound(s)
LCR	Lead and Copper Rule
LOS	level of service
LOTWTP	Lake Oswego-Tigard Water Treatment Partnership
LOX	liquid oxygen
M.M.	Modified Mercalli Scale
MCC	motor control center
MCL	maximum contaminant level
MG	million gallon(s)
mg/L	milligrams per liter
mgd	million gallons per day
min	minute(s)
mL	milliliter
\$MM	million dollars
mm	millimeter
Mn	manganese
MPN	most probable number
MPU	Master Plan Update
MS	main switchgear
MWh	megawatt hours
NAVD	North American Vertical Datum
NCOD	National Contaminant Occurrence Database
nm	nanometers
NMFS	National Marine Fisheries Service
NPV	net present value

NTU	Nephelometric turbidity units
OA	oil-cooled rating
OAR	Oregon Administrative Rule
ODFW	Oregon Department of Fish and Wildlife
OHA	Oregon Health Authority
ORP	Oregon Resilience Plan
ORS	Oregon Revised Statutes
OPCC	opinion-of-probable construction-cost
OSSAC	Oregon Seismic Safety Advisory Committee
OSSC	State of Oregon Structural Specialty and Fire and Life Safety Code
OWUC	Oregon Water Utility Council
PGE	Portland General Electric
PNW	Pacific Northwest
PPCPs	pharmaceuticals and personal care products
ppd	pounds per day
PRSE	post-regional seismic event
PWB	Portland Water Bureau
RM	Richter scale magnitude
RWF	Raw Water Facility
s ⁻¹	per second
SCADA	supervisory control and data acquisition
SCM	streaming current monitor
SDC	system development charge
SDWA	Safe Drinking Water Act
SF	square feet
SOC	synthetic organic contaminant
TDH	total dynamic head
TDS	total dissolved solids
the Act	Oregon Drinking Water Quality Act
TOC	total organic carbon
TON	threshold odor number
TVWD	Tualatin Valley Water District
UBC	Uniform Building Code
UCM	Unregulated Contaminant Monitoring
UCMR	Unregulated Contaminant Monitoring Rule
USGS	United States Geological Survey
UV	ultraviolet

V	volt
V	vanadium
VFD	variable frequency drive
VOC	volatile organic compound
WRWTP	Willamette River Water Treatment Plant
WWSA	Willamette River Water Supply Agency
WWSP	Willamette Water Supply Program
Zn	zinc
µg/L	micrograms per liter
µm	micrometer

EXECUTIVE SUMMARY

ES.1 Introduction

The 2017 Willamette River Water Treatment Plant Master Plan Update (2017 MPU) for the Cities of Wilsonville and Sherwood defines the strategy to meet future demands, boost supply resiliency and reliability, and support responsible growth.

Commissioned in 2002, the Willamette River Water Treatment Plant (WRWTP) has a treatment capacity of 15 million gallons per day (mgd). Of this capacity, Wilsonville owns 10 mgd, and the Tualatin Valley Water District (TVWD) initially owned 5 mgd. The District invested in the plant's construction, oversizing many of its facilities to enable expansion for its own future water needs.

The existing property along the Willamette River in Wilsonville is irregularly shaped, creating two semi-contiguous parcels called the Lower Site and the Upper Site. During original design, the Lower Site, home to the existing treatment plant, would allow for an expansion of up to 60 mgd. The Upper Site was identified for future development in the *Willamette River Water Treatment Plant Master Plan* (MWH, 2006), which demonstrated enough space for at least 100 mgd additional capacity. Combined, both sites have a 160 mgd potential total capacity.

Since the 2006 Master Plan was published, several actions occurred that affect both construction and operational planning for expanding the WRWTP:

- In 2012, the TVWD sold its 5 mgd of plant capacity to the City of Sherwood.
- In 2013, the TVWD and the City of Hillsboro named the mid-Willamette supply alternative as their preferred supplemental supply, which laid the foundation for the Willamette Water Supply Program (WWSP).
- In 2014, the city of Wilsonville led a coalition of utilities that petitioned the Oregon Health Authority (OHA) for the right to recognize the disinfection benefits from intermediate ozonation.
- In 2015, the City and WWSP stakeholders updated the WRWTP Master Plan (MWH, 2006) in the 2015 MPU (Carollo, 2016) to outline how the existing plant could be expanded to meet future demand.
- As of 2017, the WRWTP is expected to supply Wilsonville and Sherwood exclusively. However, the oversized river intake and raw water pumping station will be expanded to supply raw water to both the WRWTP and the proposed WWSP treatment facilities.

The 2017 MPU updates the 2015 WRWTP MPU and addresses these changes. The 2017 MPU has the following key objectives.

1. To define the steps for expanding the existing WRWTP infrastructure to maximize the return on previous investments.
2. To optimize process selection and layout to meet capacity and water quality goals at the expanded WRWTP.
3. To strategize near- and long-term plant expansion for a 20-year planning horizon and cash-flow to guide future financial planning.
4. To ensure that WWSP-related facilities, including raw water pumping, surge protection, and standby power infrastructure, do not impact operation or prevent the Cities of Wilsonville and Sherwood from meeting their ultimate build-out demands for the existing WRWTP on the current site.

ES.2 Plant Expansion and Level of Service Goals

ES.2.1 Demand Projections

Two water agencies will continue using the expanded WRWTP as their primary source of drinking water supply: the City of Wilsonville and the City of Sherwood.

Figure 2.1 presents the two cities’ respective projected annual peak daily demands through 2050 as well as the combined ultimate build-out demand projection for 2050. It also shows a phased expansion strategy, which is detailed in the following subsections. The demand projection was published in the Wilsonville Water Master System Plan, adopted September 2012, and is based on the following assumptions:

- Annual residential growth of 2.9%.
- Annual non-residential growth of 3.5%.
- Industrial demand of increase 0.25 mgd every five years to a total of 1 mgd by 2025.
- City of Sherwood demand to increase from 5 mgd to approximately 10 mgd by 2025.

Figure ES.1 presents the two cities’ respective projected annual peak daily demands through 2050 as well as the combined ultimate build-out demand projection for 2050.

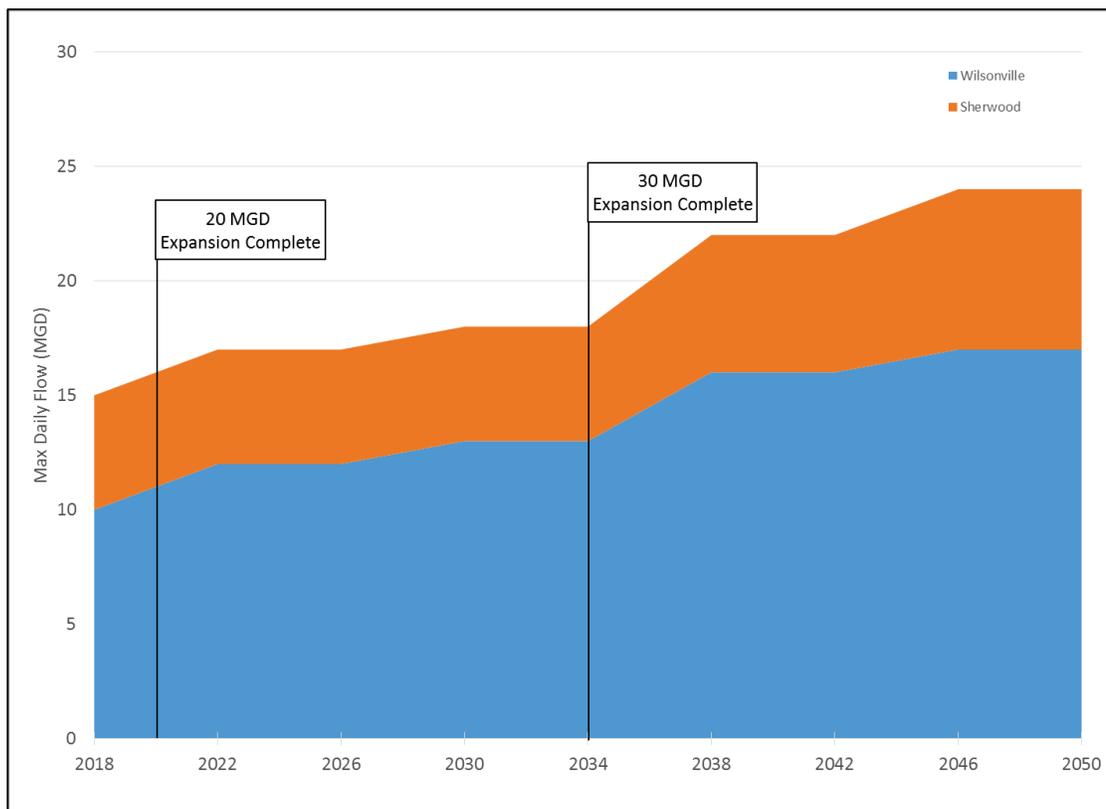


Figure ES.1 WRWTP Capacity Projections and Recommended Expansion Phasing

ES.2.2 Level of Service Goals

Level of service (LOS) goals were used to plan the preliminary site and estimate its construction and operations costs.

Municipal utilities in the United States and elsewhere commonly use LOS goals to evaluate systems and operations. LOS goals can be defined in terms of the customer’s experience of utility service and/or technical standards based on professional expertise of utility staff.

LOS goals can guide investments in maintenance, repair, and replacement. For new assets, they can be used to set design criteria and prioritize needs. Using a structured decision-making process that incorporates LOS goals helps a utility reach desired service objectives and minimize life-cycle costs.

The LOS goals address only the facilities required to operate the expanded WRWTP and do not apply to City infrastructure outside of the WTP fence line. The goals were first developed with participants of the 2015 MPU during a project workshop and adopted by the participants’ governing bodies. These LOS goals, which were revisited and re-confirmed during a 2017 MPU workshop, are shown in Table ES.1.

Table ES.1 **Cities of Wilsonville and Sherwood Treatment LOS Goals**

LOS Goal	Regional Event (Seismic)	Local Event (Non-Seismic)
“Following a W catastrophic event ...	2,500 year	Per occurrence
...within X days/weeks of the event...	48 hours	14 days
...deliver Y % of average day demand...	50% of nameplate capacity	100% of nameplate capacity
...with Z water quality.”	Potable (at minimum regulatory requirement)	Potable (at plant's intended treatment processes and procedures)

As stated in Table ES.1, 48 hours after a 2,500-year regional (seismic) event, 50 percent of the nameplate treatment plant production capacity will be available, with potable water quality that meets minimum regulatory requirements. Within 14 days of a local (non-seismic) event, 100 percent of the nameplate production capacity will be available with potable water quality at the plant's intended treatment processes and procedures.

The costs for achieving these LOS goals were developed and confirmed to fall within the cities’ affordability and risk tolerances. We recommend these LOS goals continue to guide the WRWTP planning efforts.

ES.2.3 Net Present Value

The 2015 MPU included a net present value (NPV) evaluation of three potential treatment alternatives for the WRWTP (which would also be design criteria for the WWSP treatment plant). The alternatives evaluated in Chapter 6 and Appendices I and J were the following:

- **Alternative A – Baseline Procedures:** The existing plant infrastructure would be maintained as-is, with additional capacity being gained by adding new concrete treatment basins and associated supporting mechanical equipment. This is the most conservative option but also had highest capital and operating costs.
- **Alternative B – OHA Modified Procedures:** Moderately increasing the treatment rate of select processes to realize available operational efficiencies and reduce the number or size of the process trains/basins compared to Alternative A. This the recommended option that utilized existing treatment steps with modified operational procedures to

achieve higher capacities in a smaller footprint while still meeting the existing WRWTP treated water quality goals.

- **Alternative C – OHA Compliance:** Aggressive increase in treatment rates compared to Alternative B and requires modifying the existing WRWTP treated water goals. This was the most aggressive with the lowest capital and operating costs. However, this alternative was not considered viable since it had the lowest potential to respond to future regulatory changes and would require changes to water treatment goals.

An NPV was developed as part of the 2015 MPU to determine the potential financial benefits of each alternative on a 36-year term with 4% interest rate. A version of the 2015 MPU NPV calculation (modified for 20-year and limited to the WRWTP expansions) is included in Appendix A. The relative cost differences for potential treatment alternatives are listed in Table ES.2. For a full list of the NPV criteria and assumptions, refer to Chapter 6 and Appendices I and J in the 2015 MPU.

Table ES.2 20-Year NPV for WRWTP Potential Treatment Alternatives

	Alternative A Baseline Procedures	Alternative B Modified Procedures	Alternative C OHA Compliance
NPV ⁽¹⁾	\$88,400,000	\$81,200,000	\$76,700,000
Cost Comparison (\$)			
Alternative A	--	\$(7,200,000)	\$(11,700,000)
Alternative B	\$7,200,000	--	\$(4,500,000)
Alternative C	\$11,700,000	\$4,500,000	--
Cost Comparison (%)			
Alternative A	--	-9%	-15%
Alternative B	8%	--	-6%
Alternative C	13%	6%	--

Notes:

(1) NPV amounts rounded up to the nearest \$100,000.

ES.3 Existing Facilities and Operational Performance

When the 2006 WRWTP Master Plan was completed approximately four years after plant start-up, the City of Wilsonville was the only consumer of WRWTP finished water. In mid-2012, the City of Sherwood started using finished water from the WRWTP as its primary supply. To meet the demands of both cities, the plant went from operating on a daily start/stop basis for 8 to 16 hours per day depending on demand to operating 24 hours per day, year-round. Since the hours of operation impact plant operations and the expanded plant will continue to operate continuously, the plant performance data evaluated for this Master Plan Update was limited to 2012 through 2014, as included in the 2015 MPU. No additional plant performance data was analyzed as part of this 2017 MPU.

The 2015 MPU review of plant performance data demonstrates exceptional operational performance for turbidity removal, disinfection levels, total organic carbon (TOC) removal, and low disinfection by-product (DBP) formation. The extremely narrow range between the 5 and 95 percentile value for key water quality parameters such as turbidity, pH, and chlorine residual is a testament to the plant’s robust design and its operators’ attention to continuous optimal performance.

ES.4 Historical Raw and Finished Water Quality

Raw water quality data from May 2006 through 2014 was collected, reviewed, and compared to the data in the 2006 Master Plan and 2015 MPU. The trace-level contaminants detected in the raw water have not been detected in the finished water and were therefore assumed to be removed through the treatment processes.

The historical finished water quality data confirms that the plant consistently surpasses existing finished water regulatory requirements. The high-quality source water and robust treatment process result in excellent finished water quality delivered to customers. With only minor modifications, the current treatment processes are expected to continue to meet future regulatory requirements.

ES.5 Existing Infrastructure

The 2017 MPU offers additional electrical, seismic, and life-safety assessment for the WRWTP.

ES.5.1 Hydraulic Assessment

A hydraulic model of the WRWTP was developed in Carollo's Hydraulix® software to compare water surface elevations in the treatment train at 15 mgd and 20 mgd to determine the feasibility of an interim expansion using the existing WRWTP infrastructure. The model also includes 10 percent internal recycle flow through the Actiflo®, Ozonation, and filter systems. Results of the hydraulics assessment included:

- Increasing the maximum flow of each Actiflo® basin from 7.5 to 10 mgd raised the water level elevation by approximately 0.5 feet (ft), but head losses in the system will not increase substantially.
- Increasing the maximum flow rate of each ozone basin from 7.5 to 10 mgd resulted in head loss increase of less than 1 inch.
- Increasing the maximum filtration rate of each deep-bed filter from 7.5 gallons per minute per square-foot (gpm/sf) to 10 gpm/sf reduced the head available for solids collection by approximately 1.5 ft. This decrease in solids accumulation capacity is not expected to impact plant operations since the filter backwash is conducted based on schedule rather than solids accumulation.

ES.5.2 Equipment Assessment

An assessment of the existing plant facilities was included to determine how equipment replacement would be included in the 20-year planning horizon. This evaluation was used to identify likely equipment replacement periods in order to ensure continued successful operation. The equipment assessment was performed using Veolia's equipment database management system and operations staff input. This was then compared to the planned capacity expansions to identify when service life expiration would coincide with capacity increases requiring equipment upgrades. Equipment with a service life expiration that did not coincide with a capacity expansion were identified for replacement (either "in-kind" or upgraded) during an interim project.

ES.5.3 Electrical Supply and Distribution

To meet the 2020 site capacity of nominally 20 mgd, the plant's electrical supply and distribution system will need significant upgrades. Preliminary engineering for the capacity expansion will require detailed analysis of electrical supply alternatives, including backup power requirements.

Improving the "backbone" of electrical and standby power is recommended as part of the 20 mgd expansion project.

ES.5.4 Seismic Evaluation

The preliminary structural analysis identified both structural and non-structural vulnerabilities that may affect plant performance in a regional catastrophic seismic event. This 2017 MPU includes seismic retrofits as a CIP project to minimize infrastructure downtime and ensure plant performance after a catastrophic event.

ES.5.5 Life-Safety Evaluation

The preliminary life-safety analysis identified issues about building code compliance and structural improvements. This 2017 MPU includes life safety repairs as a CIP project to support continued safe plant operations.

ES.5.6 Transient Surge Analysis

A transient analysis was performed on the finished water pumping and delivery system to confirm the findings of *Hydraulic Transient Analysis – City of Wilsonville* (MWH, 2011). This analysis confirmed that a hydropneumatic tank is recommended when the demand approaches 15 mgd. A 1,500 cubic-foot (CF) surge tank is recommended for the current installation to enhance near-term surge protection and eliminate the need for additional construction during the 20 and 30 mgd capacity expansions. Note that the surge tank project is being pursued as a separate construction project outside of the 2017 MPU and therefore is not included in the CIP.

ES.6 WRWTP Expansion

Projected demand was submitted by the cities of Wilsonville and Sherwood based on each city's planning studies. To meet the cities' combined day demand of 30 mgd by 2036 as shown in Figure ES.1, this 2017 MPU recommends the following expansion and phasing:

- Preliminary design of the near-term expansion will likely begin in 2018 to bring WRWTP capacity from 15 mgd to 20 mgd by 2020.
- Total raw water intake capacity for both WRWTP and WWSP will be between 80 mgd and 84 mgd by 2026.
- Preliminary design of the 30 mgd expansion will likely begin in 2032 to bring the nameplate capacity of the WRWTP from 20 mgd to 30 mgd by 2034.
- Capacity expansion projects should be completed two years before the capacity is needed to allow flexibility. The 20 mgd capacity expansion will be completed in 2020 and the 30 mgd capacity expansion in 2034.

ES.6.1 20-MGD Expansion CIP

As outlined in the 2015 MPU, rather than constructing additional basins, the existing treatment processes will be updated for the 20 mgd WRWTP expansion. For the primary treatment processes, the upgrading will include the following.

- Increasing the Actiflo® flow rate from 7.5 mgd per basin to 10 mgd per basin.
- Increasing the ozonation basin flow rate from 7.5 mgd per basin to 10 mgd per basin. This will decrease the ozone contact time from 15 to 11 minutes, which still allows sufficient contact time for 1-log *Cryptosporidium* inactivation, provided increased levels of ozone can be dosed in the contactor.

- Increasing the filtration rate to a nominal rate of 5.7 gpm/sf and a maximum rate of 7.5 gpm/sf when one filter is off-line, and to a nominal rate of 7.5 gpm/sf and a maximum rate of 10 gpm/sf when one basin is offline. This increased filtration rate will require approval from OHA prior to increasing plant capacity. To support OHA approval, a full-scale pilot study should be conducted in which the filtration rate is gradually increased and water quality is closely monitored.
- Upgrade the existing electrical equipment to ensure that service is not interrupted by electrical fault. The following upgrades are recommended:
 - Replace switchgear with 15-KV metering switchgear and 5 KV transformer, which should be sufficient to power the WRWTP through 60 MGD.
 - Replace emergency generator with a 2-MW generator wired directly to the 15-KV metering switchgear. This will allow all plant equipment run on the emergency generator.
 - Rewire plant to connect all finished water pumps to the 5-V transformer/switchgear. This will leave sufficient capacity on the remaining transformers to power the rest of the plant.

Figure ES.2 depicts the site layout following completion of the 20-mgd capacity expansion.

ES.6.2 30-MGD Expansion CIP

The following two alternatives were considered for the 30 mgd expansion.

1. Install one additional process train: One Actiflo® basin, one ozone basin, and two filters.
2. Install two additional treatment process trains: Two Actiflo® basins, two ozone basins, and four filters.

Both alternatives would need to meet the LOS goal after a regional seismic event. However, Alternative 1 would have limited treatment rates during equipment maintenance. For example, during filter backwash, the maximum filtration rate of 12 gpm/sf would limit finished water production to 8 mgd. Conversely, the capital and operating costs required for Alternative 2 make it undesirable because it raises rates for Wilsonville and Sherwood residents. Therefore, we recommend that the WRWTP construct Alternative 1 and identify an additional water supply to meet the LOS goal after a regional seismic event.

Using Alternative 1, the 30 mgd expansion requires the following major construction projects:

- One Actiflo® basin.
- One ozonation basin.
- Two filters.
- One 35-foot diameter gravity thickener.

Figure ES.3 depicts the site layout for the 30-mgd capacity expansion. As recommended in the 2015 MPU, space dedicated for future AOP processes (such as UV treatment) improves the ability of the expanded WRWTP to treat constituents of emerging concern.

-This Page Intentionally Left Blank-

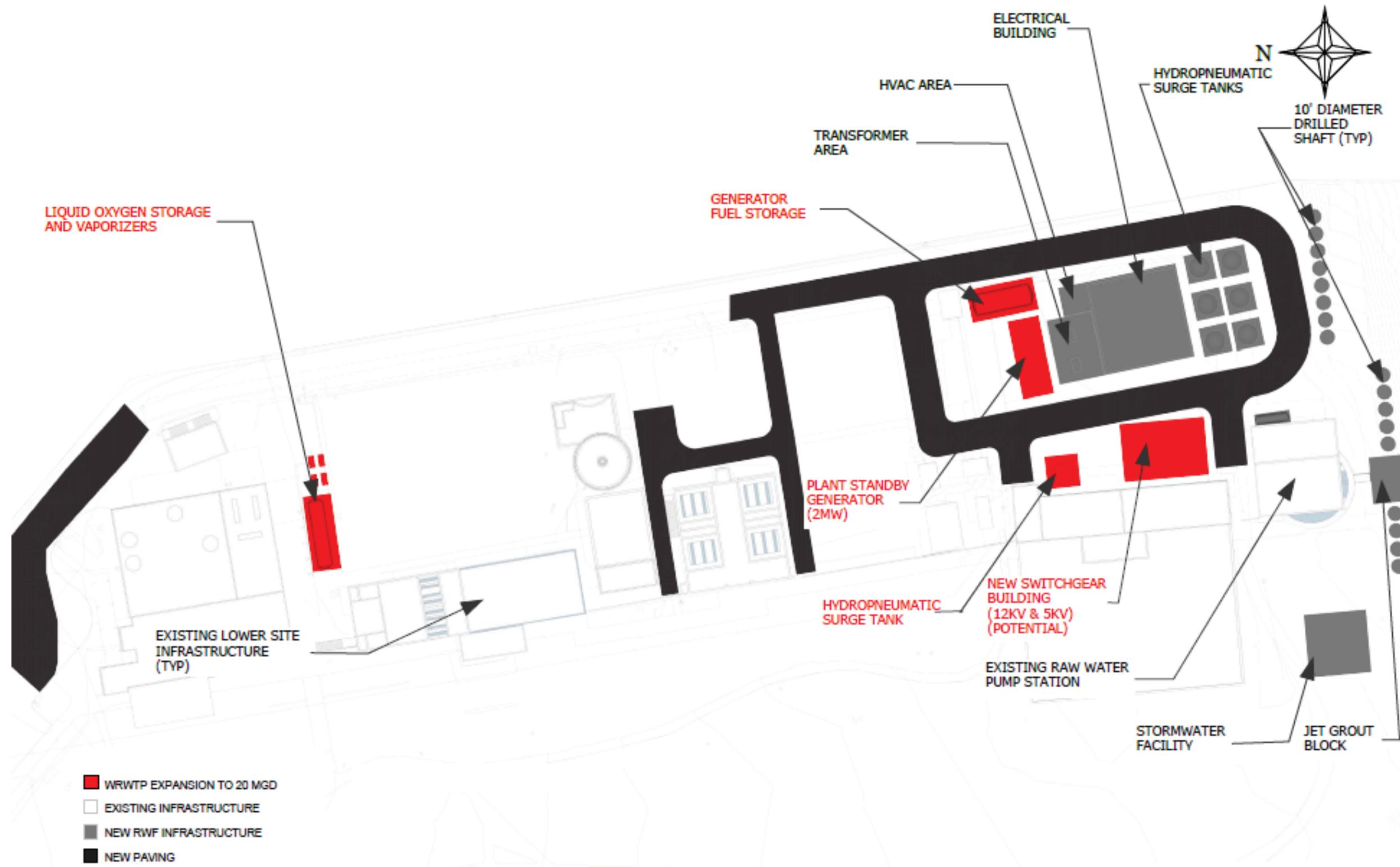


Figure ES.2 Site Plan – 20-MGD Capacity Expansion

-This Page Intentionally Left Blank-

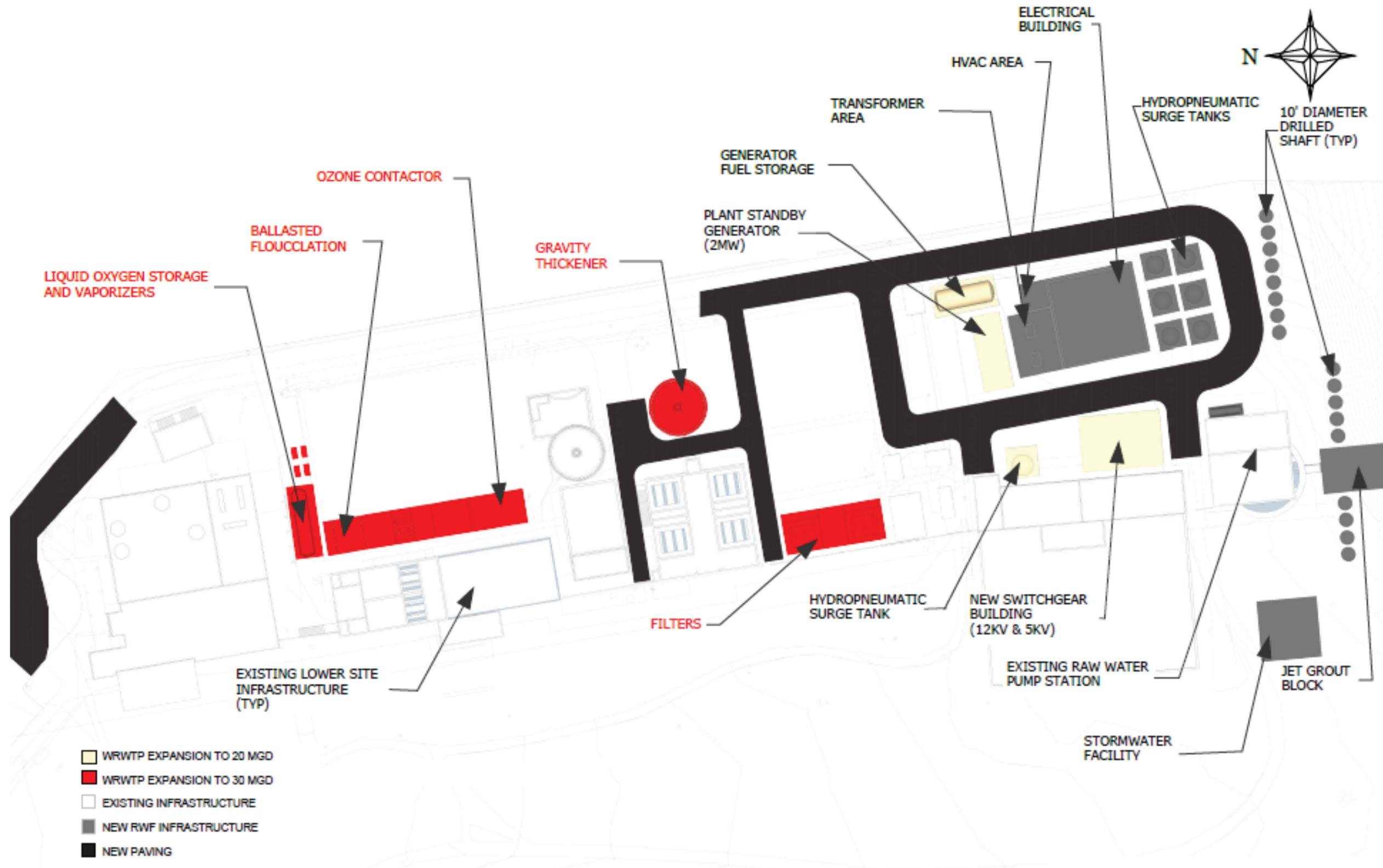


Figure ES.3 Site Plan – 30-MGD Capacity Expansion

-This Page Intentionally Left Blank-

ES.6.3 Repair and Replacement CIP

In addition to the seismic and life-safety CIP, the WRWTP requires ongoing maintenance/repair and replacement (R&R) of its existing infrastructure to meet service goals. This 2017 MPU summarizes repair and replacement projects for the next 20 years.

ES.7 CIP Approach and Schedule

The existing WRWTP must be expanded to 20 mgd by 2020 and to 30 mgd by 2034.

Table ES.3 breaks down the capital costs for the two expansions and related repair and replace projects, electrical equipment upgrades, life safety repairs, and seismic retrofits necessary to maintain plant operation. Table ES.4 details repair and replace projects by year and dollar amount. Table ES.6 details the stakeholder financial responsibility and fee structure for each CIP project.

The CIP cost estimates are classified as American Association of Cost Engineers (AACE) Class 4 or Class 5 estimates. The Class 4 estimates have an expected level of accuracy of +50% to -30%. The Class 5 estimates have an expected level of accuracy of +100% to -50%. Figures ES.4 and ES.5 depict the near term and total CIP costs, respectively, as broken down by project.

Table ES.3 Estimated CIP Costs (2017 Dollars)

Project	Cost ⁽¹⁾	% City of Wilsonville	% City of Sherwood	% Water Operations	% SDCs
20 mgd Expansion	\$15,730,000	66.7	33.3	37	63
30 mgd Expansion	\$38,650,000	67.7	32.2	2	98
Life Safety Repairs	\$630,000	66.7	33.3	100	--
Seismic Retrofits	\$1,170,000	66.7	33.3	100	--
Operations - Repair and Replace	\$17,740,000	66.7	33.3	84	16

Notes:

(1) Includes 15% design fee and 10% administrative cost.

(2) All costs are rounded up to nearest \$10,000.

Table ES.4 Operations – Repair and Replace Estimated CIP Cost (2017 Dollars)

Repair and Replace Year	Cost ⁽¹⁾	% Water Operations	% SDCs
2019	\$1,360,000	100	--
2020	\$1,450,000	100	--
2021	\$20,000	100	--
2022	\$3,110,000	44	56
2023	\$20,000	100	--
2024	\$20,000	100	--
2025	\$20,000	100	--
2026	\$20,000	100	--
2027	\$4,740,000	100	--
2028	\$20,000	100	--
2029	\$20,000	100	--
2030	\$20,000	100	--
2031	\$20,000	100	--
2032	\$2,260,000	100	--
2033	\$20,000	100	--
2034	\$20,000	100	--
2035	\$20,000	100	--
2036	\$3,090,000	73	27

Notes:

(1) Includes 10% administrative cost.

To meet growing water demand from Wilsonville and Sherwood, the existing WRWTP will first be expanded to a capacity of 20 mgd, followed by an expansion to 30 mgd near the end of this planning horizon. Table ES.5 summarizes a preliminary and final design and construction schedule.

Table ES.5 WRWTP Expansion Design and Construction Schedule

Project	Approx. Service Year	Duration (Months)			Start Date
		Design	Construction	Float	
20 MGD Capacity Expansion	2020	12	18	6	2018
Life Safety Repairs	2022	6	6	3	2020
Seismic Retrofits	2022	6	6	3	2020
30 MGD Capacity Expansion	2036	12	24	6	2033
Operations – Repair and Replace					
Year 1	2019	0	6	6	2018
Year 2	2020	0	6	6	2019
Year 3	2021	0	6	6	2020

Table ES.5 WRWTP Expansion Design and Construction Schedule (Continued)

Project	Approx. Service Year	Duration (Months)			Start Date
		Design	Construction	Float	
Year 4	2022	0	6	6	2021
Year 5	2023	0	6	6	2022
Year 6	2024	0	6	6	2023
Year 7	2025	0	6	6	2024
Year 8	2026	0	6	6	2025
Year 9	2027	0	6	6	2026
Year 10	2028	0	6	6	2027
Year 11	2029	0	6	6	2028
Year 12	2030	0	6	6	2029
Year 13	2031	0	6	6	2030
Year 14	2032	0	6	6	2031
Year 15	2033	0	6	6	2032
Year 16	2034	0	6	6	2033
Year 17	2035	0	6	6	2034
Year 18	2036	0	6	6	2035

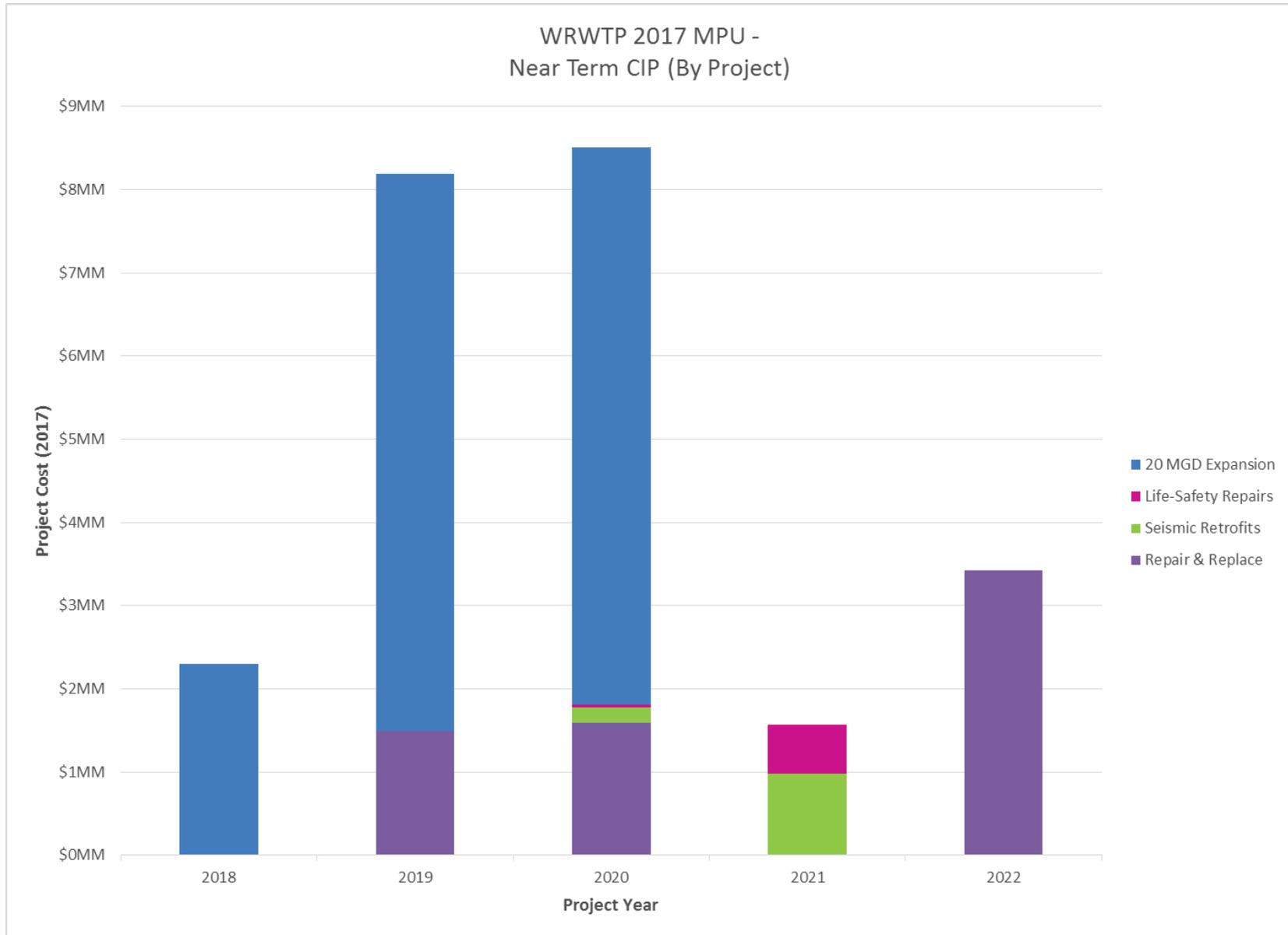


Figure ES.4 RWTP Near-Term CIP Costs by Project (2017 Dollars)

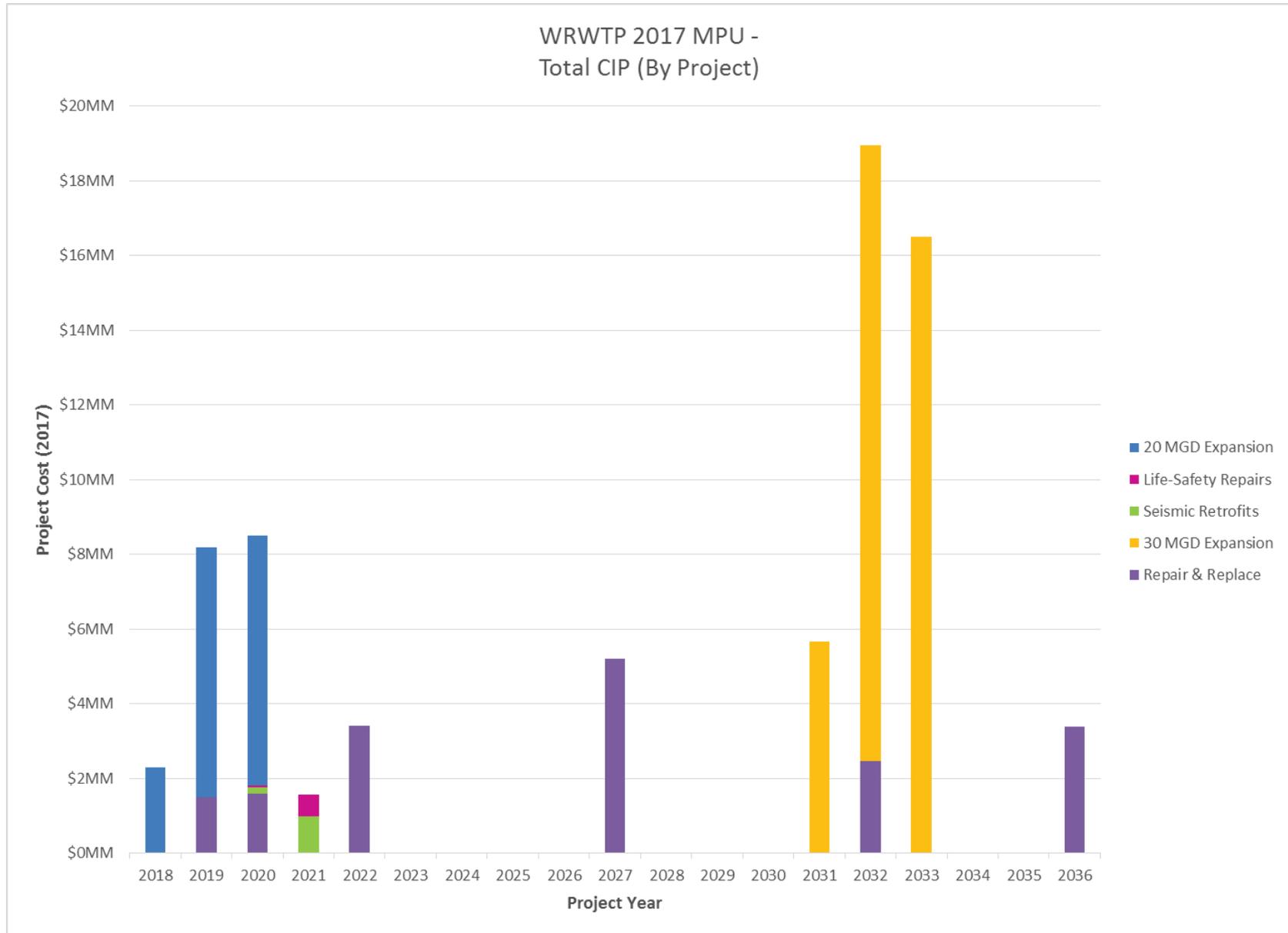


Figure ES.5 WRWTP Total CIP Costs by Project (2017 Dollars)

-This Page Intentionally Left Blank-



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 16, 2018	Subject: Resolution No. 2679 Memorial Park Boat Dock - Amending Ordinance No. 752. Staff Member: Mike McCarty, Parks and Recreation Director Department: Parks and Recreation	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: Staff recommends amending Ordinance No. 752 to allow fishing from the Memorial Park Boat Dock, with one of the following options: <ul style="list-style-type: none"> • Option A: Allow fishing from October 1 through April 30, annually. • Option B: Allow fishing year-round (no monthly restrictions). 		
Recommended Language for Motion: I move to amend Ordinance No. 752 (select one option) to allow fishing from October 1 through April 30, annually (Or) to allow fishing year round, from the Memorial Park Boat Dock.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

Resolution No. 2679 Staff Report

ISSUE BEFORE COUNCIL:

Amend Ordinance No.752 to allow fishing from the Memorial Park Boat Dock. Options include: allowing fishing from October 1 through April 30 each year; allowing fishing year-round (no monthly restrictions); or continuing to prohibit fishing at all times.

EXECUTIVE SUMMARY:

Currently, Ordinance No. 752 in Chapter 3 of the Wilsonville City Code, Section 3.022 Water Safety Regulations, states, “No person shall swim, dive, or fish, on or from the Memorial Park dock”.

The City of Wilsonville received funding from the State of Oregon Marine Board and Oregon Department of Fish and Wildlife to rebuild the dock in 1996. The funding included guidelines laid out by the State of Oregon Marine Board. The guidelines prohibited activities that could interfere with usage of the boat dock for its intended purpose: short-term tie-up of motorized boats. In July 2017, this agreement ended (via the sunset clause in the ordinance), allowing the City to freely dictate activities taking place on or from the Memorial Park Boat Dock.

The Parks and Recreation Department has received inquiries over the past few years requesting permission to fish from the Memorial Park Boat Dock. Realizing the main reason prohibiting this activity was due to boats and fishing equipment interfering with each other, staff is asking to allow fishing (no swimming or diving) beginning October 1 and ending April 30, annually. Staff believes that in the interest of the general health and welfare of the citizens of the City of Wilsonville, the ordinance should to continue to prohibit swimming or diving.

On March 19, 2018, Council discussed the option to allow fishing from Memorial Park Boat Dock. The discussion included mention of potential conflicts between fishing participants and boaters, it was suggested that any possible conflicts would likely be minimal. Council proposed Option B; allowing fishing year-round, fishing participants would be able to access certain types of fish that are only available during the spring through fall timeframe.

EXPECTED RESULTS:

Additional activity in Memorial Park and at the Memorial Park Boat Dock.

TIMELINE:

Immediately upon City Council approval and placement of proper signage.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/4/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/10/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Benefits the community by formally approving an additional amenity at Memorial Park.

ALTERNATIVES:

Maintain the current restrictions at the Memorial Park Boat Dock, which prohibits swimming, diving, and fishing at all times.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Option A: Allow fishing from October 1 through April 30, annually.
- B. Option B: Allow fishing year-round (no monthly restrictions).

RESOLUTION NO. 2679

A RESOLUTION OF THE CITY OF WILSONVILLE ADDRESSING ALLOWED ACTIVITIES AT THE MEMORIAL PARK BOAT DOCK AND CONTINUING THE PROHIBITION ON OTHER ACTIVITIES.

WHEREAS: Ordinance No.752 was enacted as a requirement of a grant agreement received by the City of Wilsonville from the State of Oregon Marine Board and Oregon Department of Fish and Wildlife (“Grant Agreement”) to rebuild the dock in 1996.

WHEREAS: That Grant Agreement, which prohibited fishing, swimming and diving from the Memorial Park Boat Dock, expired on June 30, 2017.

WHEREAS: Ordinance No. 752 provided that Ordinance No. 752 would automatically sunset when the Grant Agreement expired.

WHEREAS: Ordinance No. 752 created Wilsonville Code Section 3.022, which has now expired by its own terms.

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

1. Section 3.022 of the Wilsonville Code was to automatically sunset, pursuant to the express language contained therein, on or about June 30, 2017.
2. Fishing will be now allowed from October 1 through April 30 of each year from the Memorial Park Boat Dock.
3. For safety reasons, City Council has determined that swimming and diving from the Memorial Park Boat Dock will continue to remain prohibited activities at the Memorial Park Boat Dock and shall be posted as such.
4. Boats regularly tie up and operate in close proximity to the Memorial Park Boat Dock, which may create some conflict with fishing activity during certain times. Therefore, City Council may revisit this resolution at any time it determines it to be in the best interest of public safety and/or the environment.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of April 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

RESOLUTION NO. 2679

A RESOLUTION OF THE CITY OF WILSONVILLE ADDRESSING ALLOWED ACTIVITIES AT THE MEMORIAL PARK BOAT DOCK AND CONTINUING THE PROHIBITION ON OTHER ACTIVITIES.

WHEREAS: Ordinance No. 752 was enacted as a requirement of a grant agreement received by the City of Wilsonville from the State of Oregon Marine Board and Oregon Department of Fish and Wildlife (“Grant Agreement”) to rebuild the dock in 1996.

WHEREAS: That Grant Agreement, which prohibited fishing, swimming and diving from the Memorial Park Boat Dock, expired on June 30, 2017.

WHEREAS: Ordinance No. 752 provided that Ordinance No. 752 would automatically sunset when the Grant Agreement expired.

WHEREAS: Ordinance No. 752 created Wilsonville Code Section 3.022, which has now expired by its own terms.

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

1. Section 3.022 of the Wilsonville Code was to automatically sunset, pursuant to the express language contained therein, on or about June 30, 2017.
2. Fishing will be now allowed year-round from the Memorial Park Boat Dock.
3. For safety reasons, City Council has determined that swimming and diving from the Memorial Park Boat Dock will continue to remain prohibited activities at the Memorial Park Boat Dock and shall be posted as such.
4. Boats regularly tie up and operate in close proximity to the Memorial Park Boat Dock, which may create some conflict with fishing activity during certain times. Therefore, City Council may revisit this resolution at any time it determines it to be in the best interest of public safety and/or the environment.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of April 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 16, 2018		Subject: Resolution No. 2684 Resolution transferring appropriations in the Community Development Fund for a City Engineer.	
		Staff Member: Susan Cole, Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2684.			
Recommended Language for Motion: I move to approve Resolution No. 2684.			
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:

A resolution transferring appropriation from the Community Development Fund contingency to the Personnel Services category within the Engineering Program Area for the FY2017/18 budget year.

EXECUTIVE SUMMARY:

With the finalization of the Intergovernmental Agreement forming the Willamette Intake Facilities, as well as the finalization of the Ground Lease with Tualatin Valley Water District (TVWD), the City has identified the need to hire a City Engineer this fiscal year in order to oversee major construction on City facilities related to the expansion of water supply from the Willamette River for TVWD and the cities of Hillsboro, Beaverton, Tigard, Sherwood. Such construction is scheduled to begin this summer.

The City has identified the need for City Engineer, not only to oversee the construction projects described above, but also for other major, future projects, including improvements at the City's treatment plants and possible bridges over the Willamette River, Interstate 5 and the Boeckman Dip. While the City's Directors for Public Works and Community Development are both Professional Engineers, their work load has grown such that neither are able to dedicate the necessary time to these important projects. At the time this year's budget was developed, it was unknown when the two water agreements would be finalized, and hence the position was not included in the FY 2017-18 budget. Now that they have become finalized, the City has determined the need for the position is immediate.

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund when a specific need is identified and does not increase the overall budget that was approved during the annual budget process.

A transfer resolution is limited to 15% of the total appropriations in the fund for the fiscal year. The Community Development Fund has not yet met this threshold: Total appropriations adopted for FY 2017-18 equal \$5.5 million, and 15% of those appropriations total \$827,000. The first two supplemental budget adjustments account for approximately \$150,000. Therefore, this resolution is underneath that threshold and does not require a public hearing.

This resolution will transfer \$35,000 from the Community Development Fund contingency to the Personnel Services category of the Engineering Program Area, and add one full-time equivalent position (FTE), for the purpose of hiring a City Engineer.

EXPECTED RESULTS:

As stated in the Fiscal Management Policies, the City shall amend its annual budget in accordance with Oregon local budget law. This resolution transferring appropriation is adopted by the Council at a regularly scheduled meeting. Convening the budget committee is not required.

TIMELINE:

Once approved, Human Resources will begin recruiting for a City Engineer, with the goal of bringing someone on board prior to the construction season this summer.

CURRENT YEAR BUDGET IMPACTS:

As noted above, \$35,000 will be transferred from the Community Development Fund's contingency for the position added via the resolution. It is anticipated that this position will be revenue-backed by charges to the City's capital improvement program, and where appropriate, through charges to the Willamette Intake Facilities Commission and TVWD for construction inspection.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 4/2/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/10/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

This position will ensure that projects are constructed in a manner that protects the interests of Wilsonville.

ALTERNATIVES:

Not approve appropriation transfer at this time.

CITY MANAGER COMMENT:

N/A.

ATTACHMENTS:

- A. Attachment 1 - Supplemental Budget Adjustments
- B. Resolution No. 2684

City

Attachment #1-Supplemental Budget Adjustments

Budget Requests -Non-Capital Project Related

Administration		
Wages/Benefits	\$ (20,300)	Move Code Enforcement Officer to Planning
Transfers Out	20,300	Transfer funding to CD Fund
Library		
Books	(17,096)	Reduction in Library budget to fund patio doors in the
Youth Books	(9,868)	Library Improvement Project
Audio/Visual	(8,036)	
Public Works		
Capital Outlay	10,213	Repair of Dryer Cooling Screw: excess cost per contract
Capital Outlay	150,000	Water Treatment Plant-Replace degraded lamella tubes
Parks Maintenance		
Temporary Employees	20,000	Temporary Employees
Excess water usage during hot weather months	10,000	Excess water usage during hot weather months
CD Fund - Planning Program		
Wages/Benefits	20,300	Code Enforcement Officer
Transfers In	(20,300)	Transfer in funding from General Fund
Total Non-Capital Improvement Project Related Requests	\$ 155,213	

Budget Requests - Capital Projects

Restatement of Fund Balance		
Streets SDC Fund	\$ 3,299,632	The restatement of fund balance from estimated to actual is required to meet the current budget funding requirements.

Projects Requiring Additional Funding/Budget Authority

1123-Water Rate and SDC Study	\$ 25,700	New project, Water Operating and Water SDC Funds
1127-WWSP Coordination	50,000	Increased expenses, Water Operating and Water SDC Funds
1140-WTP Stormwater Outfall Temporary Repair	94,468	New project, Emergency Repair, Water Operating Fund
1994-Water SDC Reimbursements/Credit	69,300	School District/Advance Road Reimbursement
2102-Boeckman Rd Sanitary Imp-Frog Pond	100,800	New project, Sewer SDC Fund
2994-Sewer SDC Reimbursements/Credit	242,550	School District/Advance Road Reimbursement
4004-Kinsman Rd Ext-Barber to Boeckman	665,000	Additional Roll over from FY16-17, Streets SDC Fund
4199-Exit 283 Congestion Improvements	510,750	Change in scope of project, Streets SDC Fund/Road Operating
4205-Boeckman Rd Street Imp-Frog Pond	336,000	New project, Streets SDC Fund
4994-Streets SDC Reimbursements/Credit	1,097,250	School District/Advance Road Reimbursement
8098-Library Improvements	384,535	Additional costs, General Fund
9149-City Wide Parks Master Plan Update	22,510	Contract Addendum, Parks SDC
Total Requests for Additional Funding	<u>3,598,863</u>	

Net Zero Dollar Requests Transferring Budget Authority and Funding between Projects

1048-Annual Water Distribution System	\$ (1,650)	Funding for Proj#1126-Water Operating Fund
1111-Water Treatment Plant Surge Tank	(1,350)	Funding for Proj#1126-Water SDC Fund
1126-Segment 3B Water Line Mitigation Site	3,000	Last FY expenses recorded this FY, Water OPS/SDC
4118-Signal Improvements	(11,000)	Funding for Proj #4194-Streets SDC Fund
4190-SI-01&02 Clutter/Grahams Ferry Intersect	(20,750)	Funding for Proj #4194-Streets SDC Fund
4194-5 Year Monitoring: Barber Rd	31,750	Excess water usage, Streets SDC Fund
4204-Facilities Plan I-5	-	Move authority between Contract and CD Overhead Categories
7053-Willamette River Outfalls	(33,029)	Funding for Proj #7058, Stormwater SDC Fund
7058-Garden Acres Road Stormwater System	33,029	New project, Stormwater SDC Fund
7500-Storm Ops Allocation to Charbonneau	-	Net zero correction to funding sources
9146-I-5 Undercrossing	97,150	Increased expenses, Parks SDC Fund
9155-Ice Age Tonquin Trail	(86,350)	Funding for Proj #9146-Parks SDC Fund
9994-Parks SDC Reimbursement Credit	(10,800)	Funding for Proj #9146-Parks SDC Fund
Zero Dollar Requests	<u>\$ -</u>	

RESOLUTION NO. 2684

A RESOLUTION ADOPTING BUDGET TRANSFERS FOR FISCAL YEAR 2017-18.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2017-18 by Resolutions 2641; and,

WHEREAS, ORS 294.305 to 294.565 is known as the Local Budget Law and outlines circumstances by which changes to the annual budget can occur after adoption; and

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from the Community Development Fund contingency in aggregate does not exceed fifteen percent (15%) of the fund's total appropriations, and

WHEREAS, all expenditure adjustments within the fiscal year to date in the Community Development Fund in aggregate does not exceed ten percent (10%) of the fund's total expenditures, and

WHEREAS, due to the unforeseen timing at the time the FY 2017-18 Budget was adopted of the commencement of construction activities on City property and City rights of way related to the Willamette Water Supply Program; and,

WHEREAS, the City desires to have a designated City Engineer on staff to oversee and inspect such construction activities to protect the City's interests;

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

The City amends and adjusts the estimated appropriations within the Community Development Fund and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 16th of April 2018 and filed with Wilsonville City Recorder this same date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Councilor Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
Community Development Fund			
Engineering	\$ 1,525,268	\$ 35,000	\$ 1,560,268
Contingency	1,955,195	(35,000)	\$ 1,920,195
All other requirements	3,234,207	-	3,234,207
Net change in requirements	\$ 6,714,670	\$ -	\$ 6,714,670

Full-Time Equivalent Positions added:

Position	Budget 2017-18
City Engineer	1.00

Transfer between the Contingency appropriation and the appropriation for the Engineering Program Area within the Community Development Fund, and the addition of one full-time equivalent position of a City Engineer. The immediate need for this position is to protect and safeguard the City of Wilsonville's interests and that of its citizens by overseeing and inspecting construction activities on City property and City rights of way related to the Willamette Water Supply Program. Over time this position will become responsible for other engineering duties and tasks within the Engineering Program Area.

From The Director's Office

Happy Spring! In early March, the mayor and I attended the Leadership Forum for the Regional Transportation Plan that was hosted by Metro. Policymakers and business and community leaders gathered to bring their perspectives on how our transportation system will accommodate future growth and change and what investments we should make over the next 25 years to build a safe, reliable, healthy, and affordable transportation system with travel options. A very tall order! Priorities that emerged from the conversations include:

- Lead with equity.
- Address housing and transportation affordability and displacement in an integrated manner.
- Prioritize safety, biking, walking, and transit projects—particularly in historically marginalized communities and for people of color and households of modest means.

Jordan Vance and Chris Neamtzu are leading the effort to inform the Oregon Community Solutions team about economic development opportunities on the horizon in Wilsonville. They are sharing what is happening in Coffee Creek and the ongoing planning for Town Center. Following meetings with the State team, we will pursue an ODOT Immediate Opportunity Fund grant (up to \$1M) for Garden Acres Road in Coffee Creek.

We held an Open House for the I-5 Boone Bridge Congestion Study on March 14. We had a very good turn out and were able to present the results of the analysis for the I-5 southbound ramp-to-ramp lane between the Wilsonville Road on-ramp and the Canby-Hubbard off-ramp. The I-5 Wilsonville Facility Plan Public Draft will be available for the ODOT 45-day public comment period in April.

We had disappointing news that Brew Dr. Kombucha will not be moving its manufacturing operation to Wilsonville. They produce a high-strength industrial food processing wastewater for which our treatment plant has limited capacity. The cost to buy in to our plant's capacity for BOD (biological oxygen demand), even paired with their investing in pretreatment equipment, was too high for their business plan.

We are working with Eye Health Northwest to resolve issues with their proposed building location caused by site distance requirements for their access from Town Center Loop West.

As you will read in this month's report, the Community Development Department is hard at work on many, many projects—and the team that works hard together, plays hard together!

Enjoy the colorful April blossoms! –Nancy Kraushaar, PE, Director



Community Development fun at Wilsonville Lanes.

Building Division

What-cha Looking At?

The building code contains construction requirements when building in the floodplain. In addition, the Federal Emergency Management Agency (FEMA), through the National Flood Insurance Program, establishes the elevation of the local floodplain and sets limits on construction activity. The FEMA program provides the availability of flood insurance for the community and owners of structures located in the floodplain.



In some cases when construction work occurs in a floodplain, depending on the scope of the project, construction may need to be elevated to a point that is a minimum of two feet above the finish floor, or alternatively the construction must be “flood-proofed.” Generally flood-proofing is much more expensive and difficult to achieve and most folks choose to elevate.

The above photo shows an existing home being extensively remodeled to the point where it required raising above the 100-year flood level. Raising the home can be a pretty impressive sight. Eventually the home will have its temporary shoring and cribbing removed and will be lowered to its final resting elevation. Per code, the finish floor elevation cannot be lower than a point two feet above the 100-year flood elevation.

In the case of the remodel in the adjacent photo, Certified Building Inspector Brian Pascoe is seen verifying the installation of a survey monument that is placed by a licensed surveyor. This monument is cast in concrete and indicates the floodplain elevation level for a 100-year event.



If inspection staff does not verify the finish floor elevation, or the verification is not correct, the community can face consequences from FEMA through higher flood insurance premiums. In addition, accurately inspecting these installations is one way Building Safety Inspectors ensure our community is more resilient and protected from the effects of natural disasters such as a major flood event.

For questions about construction in the floodplain and other construction topics, Building staff are a resource and happy to answer questions. And that’s what we’re looking at.

Economic Development

- **Urban Renewal**

- **Year 2000 URA Maximum Indebtedness:**

- Staff has been meeting with the Year 2000 URA overlapping taxing jurisdictions (Clackamas County, School District, City of Wilsonville) to obtain formal concurrence that will allow the agency to increase maximum indebtedness of the Year 2000 URA to help finance the Boeckman Dip Bridge project.
 - School District: **Passed resolution** supporting amendment on January 8.
 - Clackamas County: Conducted policy/work session on March 13 where Mayor Tim Knapp, Community Development Director Nancy Kraushaar, and Economic Development Manager Jordan Vance presented to County Commissioners about how the City has been a responsible partner and steward of Urban Renewal, and how the Boeckman Dip Bridge project will benefit the County. We felt the session was successful with majority of Commissioners indicating support of the project. Board voted on March 29 to adopt resolution approving URA amendment.
 - City of Wilsonville: Council vote scheduled for May 7.

- **Coffee Creek Urban Renewal Area**

- Financing: Staff is conducting a revised financial feasibility analysis of Coffee Creek to identify gap funding needs and potential solutions and sources to close that gap. We will be submitting responses to the below infrastructure/economic development grants for Garden Acres Road and plan on revisiting the topic with City Council in coming months.
 - \$1M match—ODOT IOF Fund
 - \$200K—Regional Infrastructure Fund
- We are seeing progress with more Coffee Creek sites being listed for sale. Most recently:
 - 24925 SW Garden Acres Road (1.73 acres)
 - 24970 SW Garden Acres Road (1 acre)
 - 9710 SW Day Road (4.5 acres—*pending solution for sanitary sewer*)

- **Regional Leadership**

- The City has come onboard as Cohort to support Port of Portland's effort to create a region-wide toolkit for employment land site readiness. The City has particular interest in site aggregation tools that could help improve the readiness of Coffee Creek Industrial Area.

Engineering Division, Capital Projects

5th Street / Kinsman Road Extension (4196)

90% design level plans have been received and are under review. The project cost is estimated at \$15.86M, which is \$4.49M more than is currently budgeted. *The decision has been made to push back construction by a year; it would start in spring 2019 and be completed in fall 2020.* This will give us additional time to decide how best to fund the shortfall or scale the project back.

Charbonneau High Priority Utility Repair Phase II (2500/7500)

This project continues the replacement and repair of the most deficient sewer and storm pipes within Charbonneau. This project represents the second of three planned phases to construction over three years. Construction is complete with the exception of a conflicting PGE conduit, which will be completed in spring 2018.

Charbonneau High Priority Utility Repair Phase III (7500)

This project continues the replacement and repair of the most deficient storm pipes within Charbonneau. This project represents the last of three planned phases to construction over three years. Construction work started on March 19, beginning at Fairway Drive. Completion is expected July 2018.

Exit 283 Southbound Ramps (4199)

Asphalt paving is scheduled for the week of April 9. The contractor has encountered bad soils which have required some extra work, but they have been able to keep the project on schedule. The meter is scheduled to be operational by the end of May.

French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. Staff is coordinating with ODOT to determine the Environmental Assessment scope of work and cost. The Technical Advisory Committee completed their technical review of the proposed bridge locations and made their preferred bridge location recommendation to the project Task Force in February. The Task Force is scheduled to make a final bridge location recommendation to the City Council on April 12. The project team will bring the final bridge location recommendation to City Council for discussion in May.

Garden Acres Road (4201)

The project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan. HHPR is continuing with construction plans and preparing legal descriptions for property acquisition. 90% design plans are expected within the next three months and property acquisition is anticipated to begin next month.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Currently checking with Metro on options for use of grant funds. Design of the bridge will begin after completion of the Town Center Plan.

Engineering Division, Capital Projects (Cont.)

Kinsman Road Extension (4004)

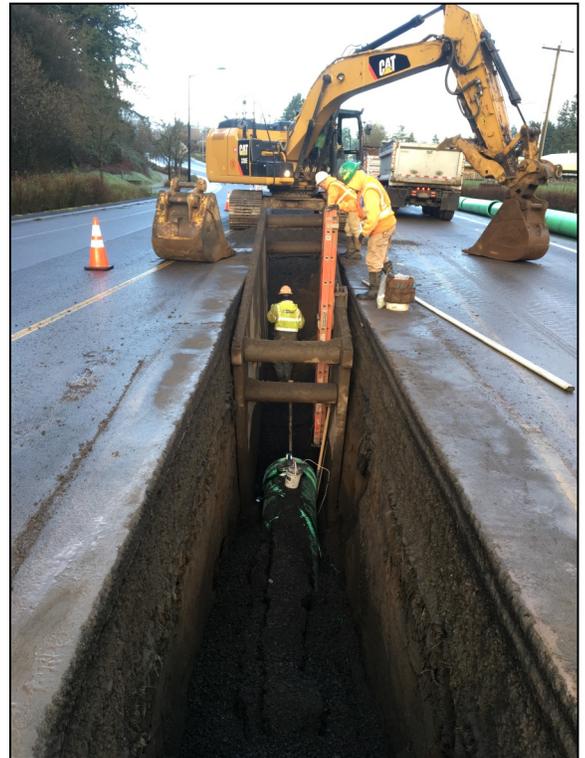
This project involves construction of a new section of Kinsman Road between Barber Street and Boeckman Road and includes upsizing and relocation of a 30" sanitary sewer pipe (Coffee Creek Interceptor Upsizing (CIP 2079) and installation of a 66" water line for the Willamette Water Supply Program (CIP 1127)). Final project inspection occurred in March and the contractor is currently finishing project corrections.

Tooze Road (4146)

Dry utilities and storm servicing Villebois are being installed. Construction west and north of the intersection are scheduled for mid-April. The contractor plans to use compacted rock for vehicular traffic to keep the road open to two way traffic for a greater period of time, which is expected to keep commute times through the project more predictable.

WWSP Coordination (1127)

Ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the 5th/Kinsman project (4196), the Kinsman/Wilsonville Road truck turning improvements. WWSP 60% design plans have been submitted for City review for 5th/Kinsman project and Kinsman/Wilsonville Road truck turning improvements.



Stormline installation on Tooze Road.

Engineering Division, Private Developments

Construction is ongoing on the Villebois Calais East subdivision and on Marion's Carpets.

Frog Pond—Morgan Farm

With the proposed development by Pahlisch Homes in the southwesterly corner of Frog Pond West the City is responsible for about 500 feet of off-site sanitary sewer work on Boeckman Road and down to the existing main near Boeckman Creek. Staff is working with Pioneer Design Group (the developer's engineer) to design this sewer extension. Staff is also working with Pahlisch Homes in drafting a development agreement to have the developer do the work and be reimbursed by the City.

Natural Resources

Bee Stewards Program: March Workshop

The City and partner organizations of the “Bee Stewards” pollinator-improvement program sponsored a workshop on how urban residents can attract and sustain pollinators in a yard or home garden. The event took place on Saturday, March 10 at the school district’s Center for Research in Environmental Sciences and Technologies (CREST). Thirty people attended the workshop and approximately fifty people enjoyed the plant sale and informational fair.

In the workshop, residents learned the basics about creating a pollinator garden, how to identify common native pollinators, what the link is between bee health and pesticides and how to start a native mason-bee colony. Participants also received a copy of the City of Wilsonville’s new Pollinator Toolkit and a tour of CREST’s pollinator habitat.

Funded in part by a grant from the Wilsonville-Metro Community Enhancement Program to the Northwest Coalition for Alternatives to Pesticides, the “Bee Stewards” pollinator-improvement program has engaged Friends of Trees, the Xerces Society and the school district to create pollinator habitat on city and school district properties, develop a City Integrated Pest Management (IPM) plan for parks and public spaces, and provide education and tools for local residents to create pollinator habitat in their own yards. The City Council adopted a resolution last summer committing Wilsonville to the principles of being a “Bee City USA,” which involves actively improving pollinator habitat and educating the public.

For more information, visit the “Bee Stewards” webpage: <https://or-wilsonville.civicplus.com/909/Bee-Stewards>



Planning Division, Current

Projects Being Prepared for DRB Hearings

- 10 Unit Detached Condo Development 4th Street and Fir Avenue-Old Town
- Stafford Meadows—46 lot subdivision in Frog Pond (West Hills Development)
- Morgan Farm—82 lot subdivision in Frog Pond (Pahlisch Homes)
- EyeHealth Northwest—New medical office building in Town Center
- Aspen Meadows II—6 lot subdivision off Canyon Creek Road South
- Republic Services renewal of temporary use permit for modular offices

Administrative Land Use Decisions Issued

- 1 Final Subdivision Plat
- 11 Type A Tree Permits
- 1 Type B Tree Permits
- 1 Class I Sign Permits
- New Single-family building permits

Board and Commission Updates

Development Review Board (DRB)

Both DRB Panels A and B meetings were cancelled for the month of March.

Planning Commission

The March 14 Planning Commission Meeting started at 6:30 pm, directly following the Southbound I-5 Boone Bridge Auxiliary Lane Study Open House. Community Development Director Nancy Kraushaar summarized the same Southbound I-5 project and addressed questions in the Planning Commission work session. Thereafter, Zach Weigel, a civil engineer with the city, provided an update on the French Prairie Bridge project.

The next regular Planning Commission meeting will be held on Wednesday, April 11 at the regular 6:00 pm time.

Planning Division, Long Range



Basalt Creek Concept Plan

On March 7, the Cities of Tualatin and Wilsonville each delivered arbitration briefs pertaining to the Basalt Creek Planning Area to Metro's Chief Operating Officer (COO) regarding the land use designation of the Central Subarea. These briefs were in response to the Metro staff report dated February 21, 2018 which provided a recommendation to the Metro COO. Washington County also delivered a letter to Metro, dated March 5, 2018, providing its position on the matter of the land use designation for the Central Subarea.

Additionally, both cities prepared and submitted rebuttal statements to Metro by the March 14 deadline. Briefs and rebuttals will be reviewed by Metro's COO in making a recommendation to the Metro Council. The COO's recommendation was posted March 23 and the Metro Council will make a decision at a Metro Council meeting in April (tentatively scheduled for April 19).

General project information is available on the project website <http://www.basaltcreek.com/>.

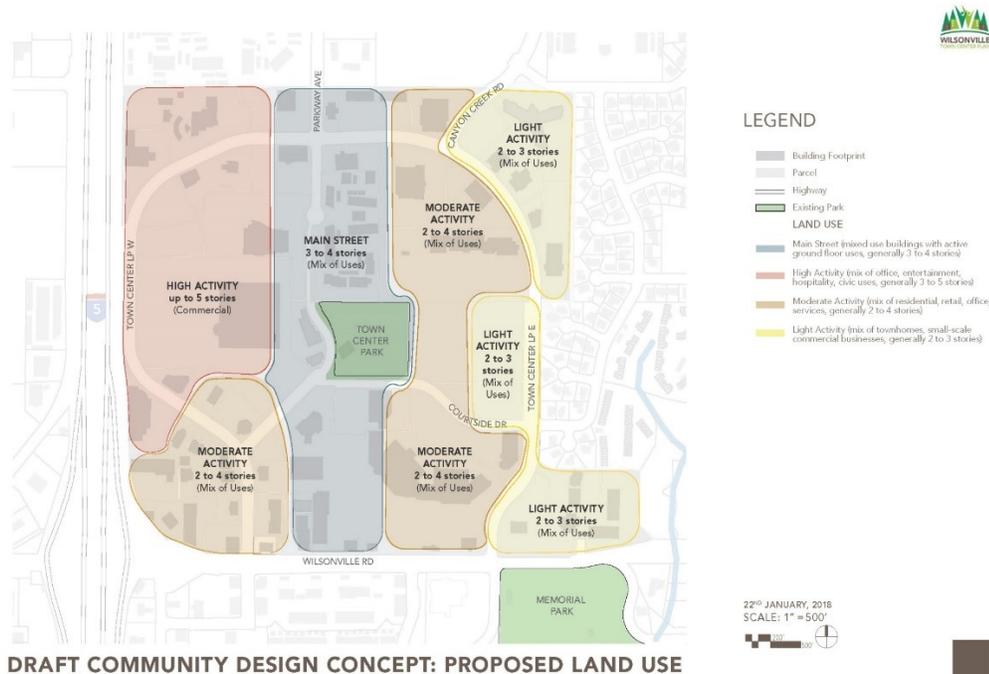
Sign Design and Wayfinding Signage Plan

At the March 19 City Council meeting, Council authorized the City Manager to enter into a contract with Alta Planning and Design to complete the sign design and wayfinding signage plan. The project is anticipated to be completed over the next eight months.

Planning Division, Long Range



WILSONVILLE TOWN CENTER PLAN



DRAFT COMMUNITY DESIGN CONCEPT: PROPOSED LAND USE

The project team continues to host meetings and events to gather input on the draft Community Design Concept for Town Center. As part of the public outreach, we:

- Invited the public to participate in an online survey, which ended March 7
- Held a Town Center Latino Family Night (open house) for Wilsonville's Spanish-speaking population on March 1 at Wood Middle School
- Held meetings with key property owners, including representatives from ROIC
- Continued to partner with Meridian Creek Middle School 7th grade classes regarding their Town Center projects

The project team spent the rest of the month reviewing the feedback we collected. A summary of the input will be used to lead work sessions with the project team and task force in modifying the Town Center Design Concept, as needed, and refining it into a draft Town Center Plan. The draft plan will be presented to Planning Commission and City Council in late spring. For additional information about the Town Center Plan project, visit the project website

www.wilsonvilletowncenter.com.



**Wilsonville Public Library
Monthly Report to Council
April 2018**

Library Renovation Update

Substantial completion of the library renovation project is now scheduled for June 20th. Carpet has arrived and the project is progressing.

The Children's area, Fiction and the new Young Adult area are complete.

The carpet in Children's is a vibrant blue and matches well with the other interior colors and wood shelves. The door to the patio remains un-started. The door itself should arrive in a few weeks. The Youth Services staff did a small bit of re-arranging in the room, opening up the space behind the service desk. This has allowed an expansion of the imaginative play area, much to the delight of children and parents. This expands the role of the library as destination for these families, while encouraging imaginative play. Imaginative play is increasingly seen as an important element of a child's development.

The Young Adult area has moved to the northwest corner of the building, behind the Fiction area. This has allowed a doubling of the space for teens, as well as getting the area out of a thoroughfare. We will be looking for ways to make this space a more inviting area as we move forward. For now though, the furniture that was donated to teens by Fred Meyer a few years ago, as well as the diner booth, have moved.

Construction has moved over to the east side of the building, and pace is quickening. The bathrooms near the nonfiction area have been demolished, and are beginning their transformation to modern, ADA accessible facilities. Carpet and paint are going in around the old Young Adult area and the north end of the nonfiction stacks. The old Young Adult area will house the DVD collection when complete, while nonfiction will largely remain.

By the May Council Report, all of nonfiction will be done and the collection will have returned to the shelves. Work will be progressing in the staff areas and HVAC work in the Oak and Rose Rooms will be started.

Project Summary:

Construction will touch just about every square inch of the library and should be complete by the end of June. Notable elements of the renovation include new carpet and paint throughout the Library, replacing the heating units in the 'old' part of the library (these units were originally installed in 1988 when the original building was constructed), remodeling bathrooms by the non-fiction collection to make them ADA accessible, and replacing the Library's Adult and Children's Reference desks as well as the Circulation desk to reduce their overall footprint and open the central core of the Library.

Celebrate National Library with Food for Fines

During the week of April 8th through 14th, the library offered \$1 off a non-perishable food item to pay library fines. This is an annual event that allows library users to use unused (mostly) canned food in lieu of cash. All food is delivered to the Wilsonville Food Bank.

The next Library Board meeting will be March 25th at 6:30pm at the Library.

Recreation Updates:

March kept the department busy with special events like the Daddy Daughter Dance and Community Egg Hunt, holiday meals, tourism grants, the completion of the summer activity guide and the beginning of shelter rental season.

The March 2nd, Daddy Daughter Dance was sold out at its max capacity of 130 people. The “Under the Sea” theme brought out several mermaid costumes and Hawaiian shirts. “Bailey the Bunny” made their first appearance at this years Community Egg Hunt event on March 31st, where an estimated 1,300 people attended. Sponsors of this years Egg Hunt included, Therapeutic Associates, The Laue Team Real Estate, Pioneer Baptist Church, Wilsonville Orthodontics, and Hope Assembly.

The Community Center served 45 meals as part of its special St. Patrick's day lunch of corn beef and cabbage, and another 39 home-delivered meals were sent out.

The following organizations were awarded funds from the **City of Wilsonville Community Tourism Awards (\$25,000)**:

- Wilsonville Celebration Days: **\$7,000** to produce the Aug. 5 Fun in the Park event.
- Wilsonville Brewfest: **\$5,000** to produce Aug. 12 summer event showcasing Oregon breweries.
- Wilsonville Arts & Cultural Council: **\$5,000** for June 3-4 Wilsonville Festival of the Arts.
- Wilsonville Kiwanis: **\$4,000** to produce the Aug. 25 Kiwanis Kids Fun Run.
- Rotary Club of Wilsonville: **\$4,000** to produce annual, four-event Wilsonville Rotary Summer Concert Series.



The following organizations were awarded funds from the **Clackamas County Tourism Community Partnership Awards (\$19,000)**:

- World of Speed Motorsports Museum: **\$10,000** towards out-of-area marketing efforts to promote this summer's exhibit, “Porsche 911-55 Years of Driving Greatness.”
- Wilsonville Celebration Days: **\$5,000** to increase out-of-area marketing efforts for annual Fun in the Park festival, including radio, magazine and newspaper ads.
- Willamette Falls Heritage Coalition: **\$4,000** for new marketing materials highlighting the Willamette Falls Heritage Area, including attractions, activities, events and services.

Board Updates:

WCSI: The Board will applying for a \$2,000 grant from the “Friends of Wilsonville”. The grant will be used to fund a “Senior Emergency Preparedness Kit” program

Parks & Recreation Board: No updates at this time. The Parks and Recreation Board will meet on April 19th.

Parks Maintenance Updates



Constructed new Murase Plaza Trail to Community Garden and Future Dog Park



Installed shade covers for dugouts



Re-graveled all trails at Memorial Park



Opened fields for Spring Leagues



Wilsonville

February 2018



City of Wilsonville Police Department

30000 SW Town Center Loop E
Wilsonville, OR 97070

In Partnership with



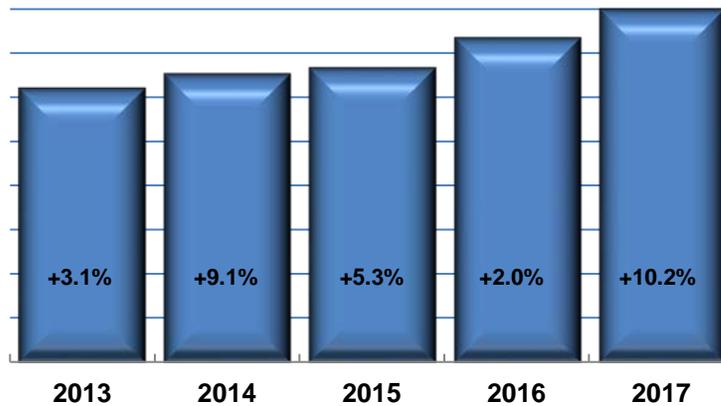
**Clackamas County
Sheriff's Office**

Monthly Summary

During February 2018, the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time deputies assigned to Wilsonville responded to 575 calls for service, which was an average of 19.8 calls a day.

Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2013	6,230	519.2	17.1
2014	6,558	546.5	18.0
2015	6,689	557.4	18.3
2016	7,369	614.1	20.2
2017	8,021	668.4	22.0



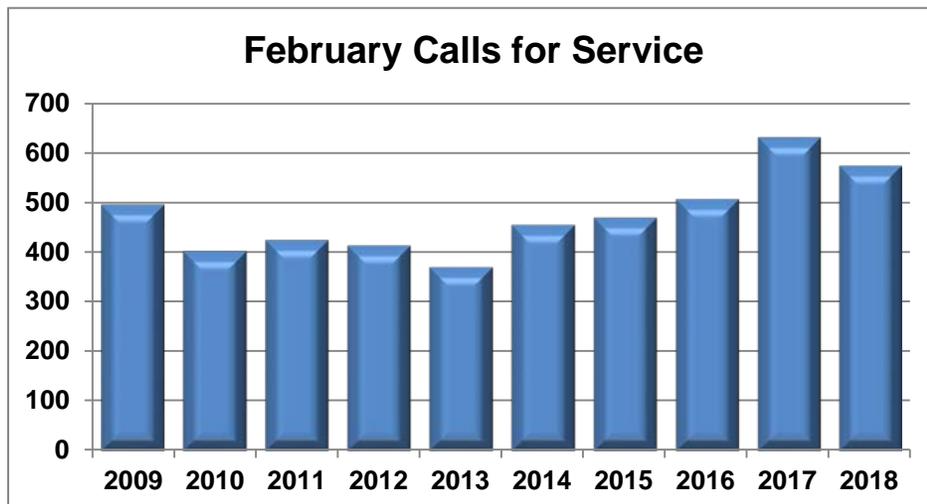
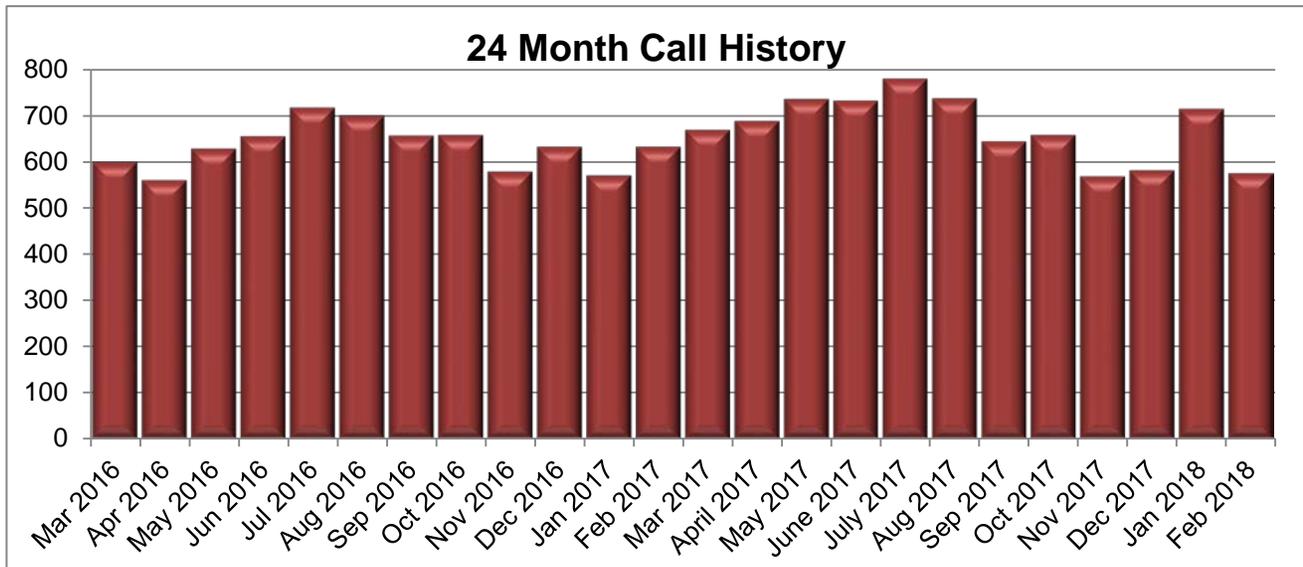
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for February.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	18.4%	29.6%	12.7%
Day Shift	51.8%	42.7%	51.9%
Swing Shift	29.7%	27.7%	35.4%



Calls for Service

Number of Calls Per Shift	February 2018	February 2017	Monthly Average 2017
Graveyard (2100-0700)	106	125	131.4
Day Shift (0700-1700)	298	308	320.3
Swing Shift (1100-0300)	171	199	216.7
Monthly Total	575	632	668.4
Daily Average	19.8	21.8	22.0



Types of Calls

This chart shows the types of calls for service during the month. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature.

Type of Call	February 2018	February 2017	2017 Monthly Avg.
Alarm	58	54	66.8
Assist Agency	46	40	30.5
Theft	45	30	42.0
Parking Complaint	37	55	51.6
Assist Public	33	49	42.8
Suspicious Person	28	26	33.2
Traffic Complaint	27	45	35.0
Welfare Check	27	36	27.9
Disturbance	26	40	34.5
Traffic Crash	25	23	27.8
Suspicious Vehicle	21	11	16.2
Threat / Harassment	17	13	20.0
Property Investigation	16	12	16.2
Suicide Attempt / Threat	16	14	8.2
Fraud	15	19	18.6
Unwanted / Trespass	14	19	20.5
Provide Information	13	10	13.5
Mental	11	7	6.1
Criminal Mischief	10	7	12.1
Juvenile Problem	10	15	17.0
Unknown / Incomplete	8	13	9.0
Animal Complaint	7	6	12.4
Fire Services	7	5	9.7
Hazard	7	15	10.3
Suspicious Circumstances	7	11	13.8
Other	5	4	11.2
Abandoned Vehicle	4	1	3.5
Assault	4	3	5.3
Burglary	4	5	5.0
Noise Complaint	4	6	7.7
Stolen Vehicle	4	7	5.7
Vice Complaint	4	9	8.7
Extra Patrol Request	2	3	2.1
Missing Person	2	1	3.9
Recovered Stolen Vehicle	2	5	1.9
Robbery	2	1	0.8
Minor in Possession	1	2	1.9
Open Door / Window	1	1	1.2
Promiscuous Shooting	1	1	1.1
Prowler	1	2	0.5
Runaway	1	1	5.3
Sex Crimes	1	3	2.7
Viol. Restraining Order	1		2.3
Death Investigation		2	1.8
Shooting			0.1
Total Calls:	575	632	668.4

Median Response Times to Dispatched Calls

All Dispatched Calls	February 2018	Previous 12 Month Average
Input to Dispatch (Time call was on hold)	2:54 Minutes	3:14 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	5:08 Minutes	5:22 Minutes

Priority 1 & 2 Calls	February 2018	Previous 12 Month Average
Input to Dispatch (Time call was on hold)	2:21 Minutes	2:33 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	4:41 Minutes	4:44 Minutes

Other / Self-Initiated Activity

Type of Call	February 2018	February 2017	2017 Monthly Avg.
Traffic Stop	206	352	339.8
Follow-Up Contact	120	77	92.3
Suspicious Veh. Stop	56	51	53.4
Premise Check	21	8	8.8
Detail	20	25	32.7
Training	17	18	15.5
Subject Stop	13	32	28.2
Warrant Service	8	12	7.7
Suspect Contact	4	1	4.6
Court	3	4	4.8
Meeting	2	13	10.6
Foot Patrol	1	4	4.2
Total Calls:	471	597	602.6

Reports Written

During February, 212 reports were written. 12.7% were written by the graveyard shift, 51.9% by the dayshift units and 35.4% were written by the swing shift units.

Type of Report	February 2018	February 2017	2017 Monthly Avg.
Traffic Crash	6	5	10.9
Theft	44	15	31.1
Criminal Mischief	6	7	9.0
Burglary	4	2	3.2
Stolen Vehicle	3	7	3.6
Assault	3	5	4.9
Identity Theft	2	2	2.5
Drug Crimes	3	9	6.3
Other Reports	141	130	114.4
Total Calls:	212	182	185.9

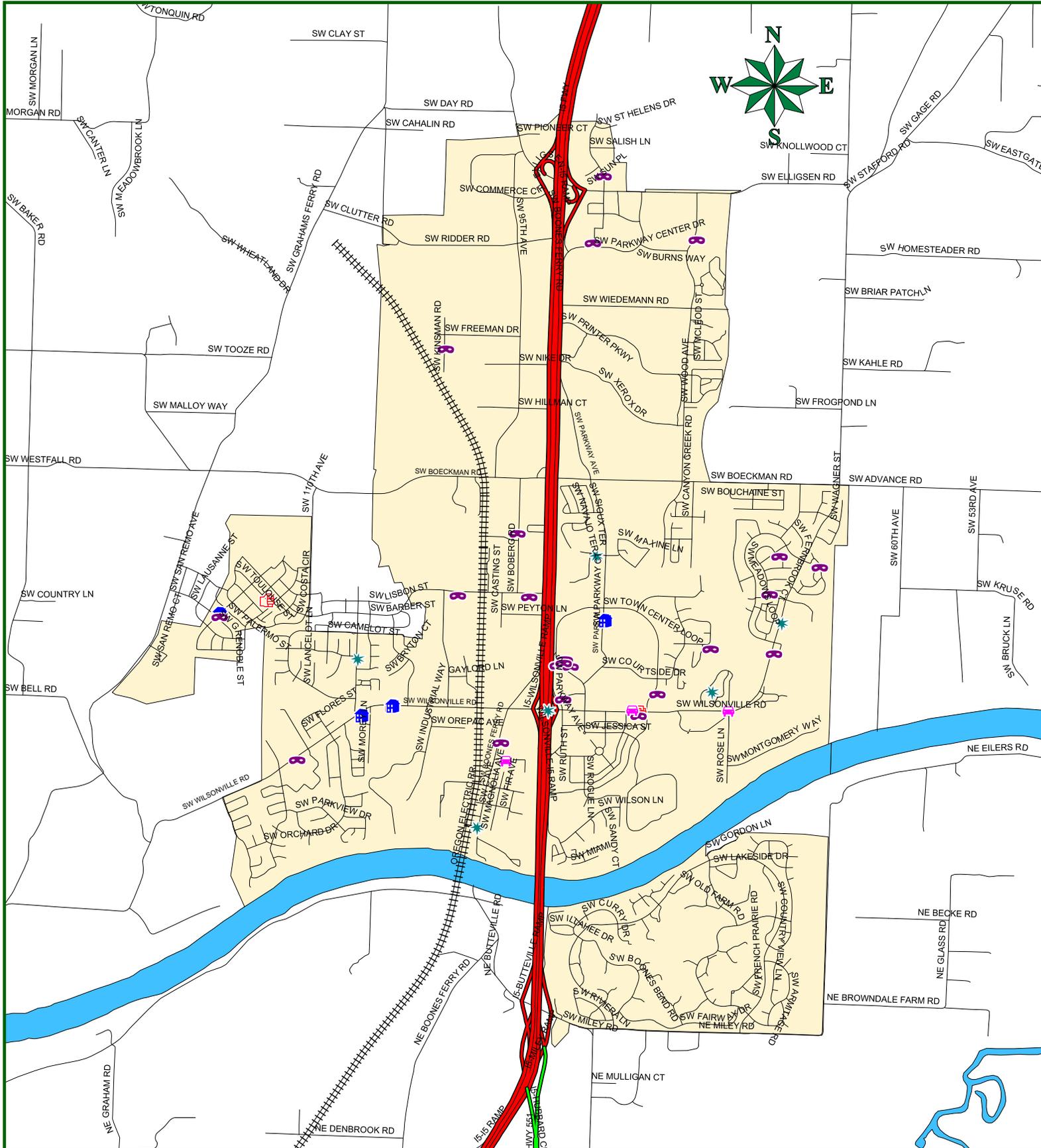
Shift Totals	February 2018	February 2017	2017 Monthly Avg.
Graveyard	27	50	38.2
Day Shift	110	70	86.0
Swing Shift	75	62	61.7



Wilsonville February 2018



- Assault
- Burglary
- Criminal Mischief
- Stolen Vehicle
- Theft

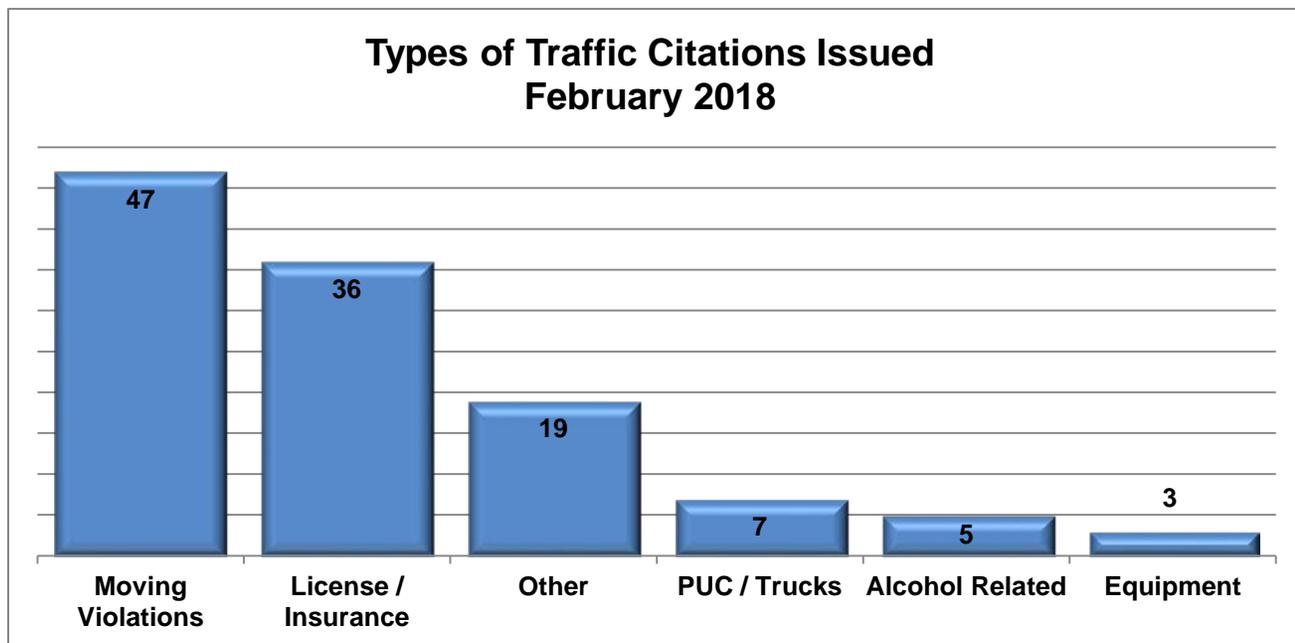
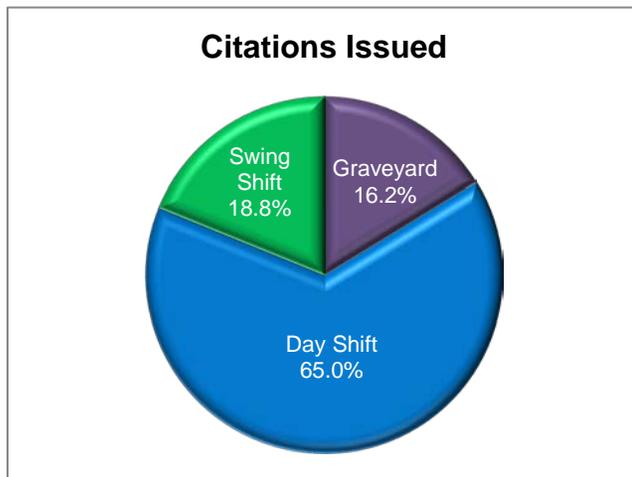
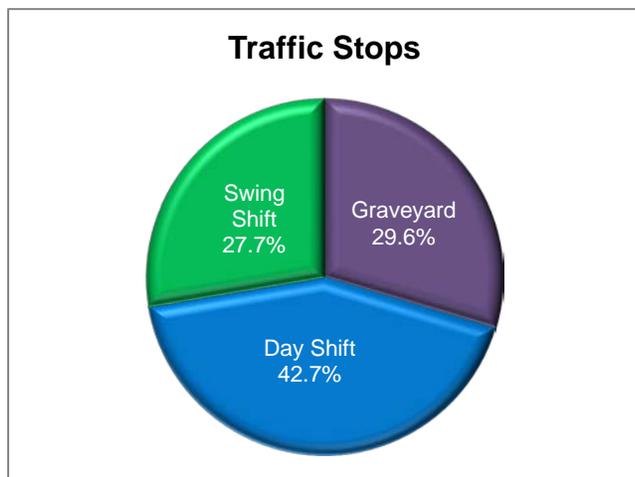


Traffic

During February 2018, 206 traffic stops were made in the City and 117 traffic citations were issued. Included in these totals are 62 traffic stops (30.1%) and 62 (53.0%) citations issued by the traffic deputies.

There were 5 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	61	19
Day Shift	88	76
Swing Shift	57	22
Total:	206	117



PUBLIC WORKS IN MARCH

April 2, 2018

Facilities & Landscape Maintenance

Spring is upon us and the grass is prompting Facility Maintenance Specialists Rob Rollins and Robert Todd, to mow more frequently while still keeping up with many other tasks. In addition, Facility crews have been working hard to complete the final cleanup and spring plantings in preparation for the placement of bark mulch to all of the landscape beds.



In the spirit of spring cleaning, Facilities Maintenance Technician Ivan Crumrine worked over the weekend blowing and vacuuming the City Hall parking lot and WES bus turn around. Ivan's work allowed for pressure washing contractors to follow behind him and efficiently turn out a great product in a short period of time.



While the rest of the crew was cleaning up outside, Facilities Maintenance Technician Javid Yamin was replacing table legs in the Willamette River Rooms 1 & 2. The new legs are stronger, and utilize carpet glides instead of casters. The casters on the old legs were problematic and prone to breaking. In addition, when the tables were rolled across the floor many of the casters would spin themselves out of height adjustment causing the tables to be misaligned.



Utilities ~ Water

The Water Distribution Crew focused on hydrant maintenance and the backflow program this month, but they also performed a 2" service line installation at the Community Garden for the Parks Department.

Water Distribution Intern Rick Mapes and Utilities Maintenance Specialist Sam Kinnaman install a 2" saddle for the service line before the mainline is tapped.



Water Distribution Technician Jerry Anderson puts together rigid copper pipe and fittings while Sam and Rick position the line prior to supporting it and back-filling.

Sam Kinnaman and Water Distribution Technician Chris Reece set the meter at final height before installing the meter box.



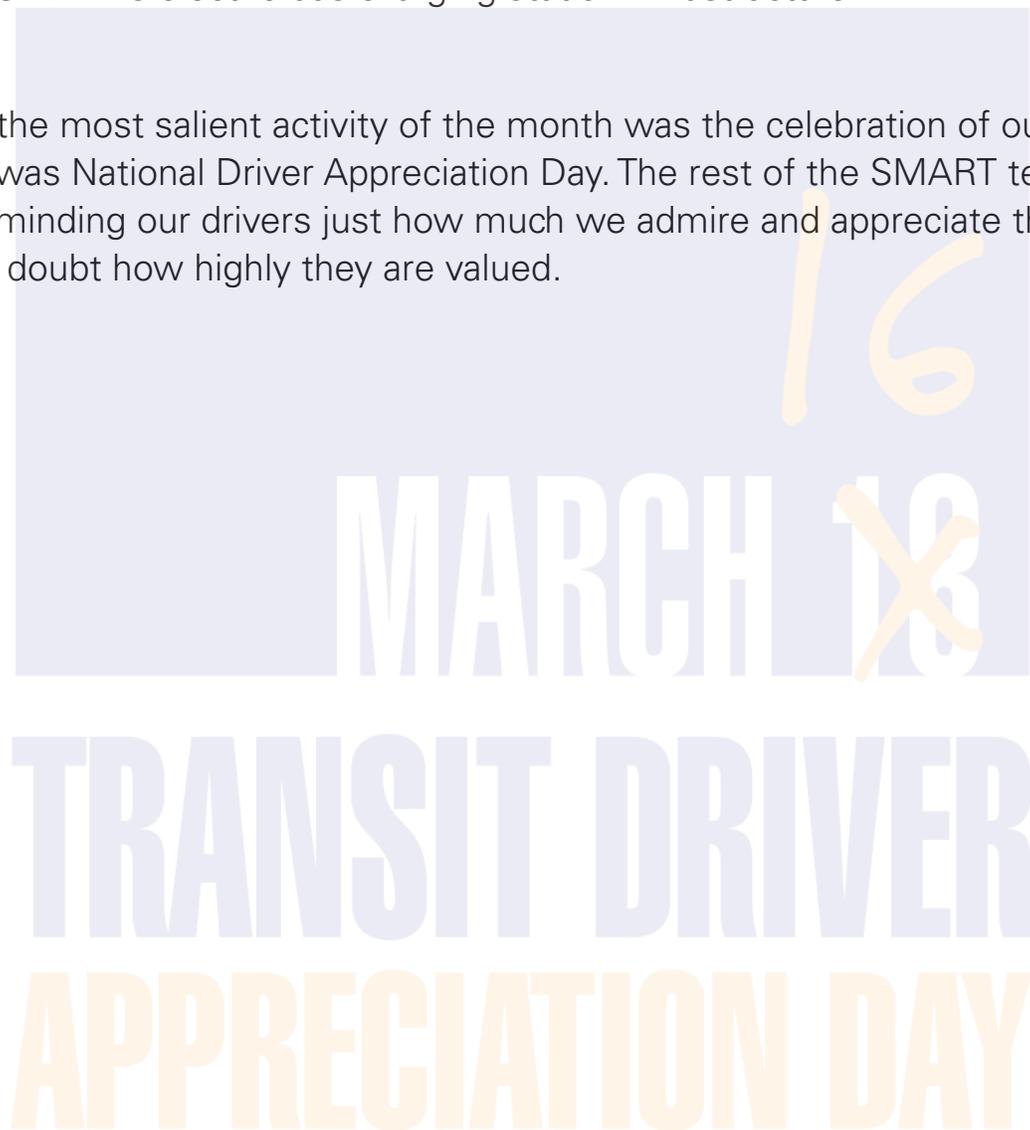
Director's Report

Dwight Brashear, Transit Director

Celebrating Our Drivers...

March was another month of a PROGRESS for SMART. A few of the items that contributed to our move forward include; participation in Metro's Leadership Forum, budget development for both SMART and Fleet, preparation for the outreach portion of the HB 2017 planning process and talks with representatives from PGE regarding SMART's electric bus charging station infrastructure.

However, the most salient activity of the month was the celebration of our drivers. March 16 was National Driver Appreciation Day. The rest of the SMART team spent the day reminding our drivers just how much we admire and appreciate them, leaving no doubt how highly they are valued.



Operations Report

Eric Loomis, Operations Manager

SMART partnered with Mentor and Wilsonville High School to provide shuttle service for the FIRST Robotics Competition. The shuttle provided service on Friday, March 9th from Mentor Graphics to the High School to help alleviate traffic and parking congestion. SMART gave just over 400 rides for the event.

SMART staff met in March to discuss the efficiencies of Dial-a-Ride and review industry best practices in operating the service. Dial-a-Ride is considerably more expensive to operate than fixed-route service when looking at the cost per passenger trip. One step SMART is taking that will decrease this cost is by creating appointment windows. Currently, when customers make an appointment, they are given an exact pick-up time. This limits the “bunching” of customer pick-ups significantly, leading to many single passenger trips. A pick-up window of 20-minutes will allow our dispatchers flexibility to schedule additional pick-ups per trip, without losing the quality of service our customers appreciate.

Route	1X Salem	2X Barbur	2X Sat Barbur	3 Canby	4 Wilsonville	4 Sat Wilsonville	5 Argyle Sq	6 95th/Commerce	7 Villebois	Villebois Shopper Shuttle	Total
March 2017	5,070	6,266	196	970	8,045	407	1,139	1,829	273	1,793	25,988
March 2018	3,266	6,177	228	687	7,954	492	1,190	1,744	177	1,542	23,457
% Change	-55.2%	-1.4%	14.0%	-41.2%	-1.1%	17.3%	4.3%	-4.9%	-54.2%	-16.3%	-10.8%

Fleet Report

Scott Simonton, Fleet Manager

In between the daily work of keeping the City fleet up and running, Fleet Services staff will often have an ongoing project happening. During the month of March, the assembly of new bus shelters was completed.

The shelters were purchased from Oregon Corrections Enterprises using Federal grant funds. The shelters arrive disassembled and packed on large pallets. This project proved to be more challenging than anticipated, as no assembly instructions were provided. Employees developed a procedure and seven shelters are now completed, awaiting installation in the community.



Outreach-Data-Grants-Travel Training

Michelle Marston

Transit Outreach Program Coordinator



Active Transportation Summit The 2018 Active Transportation Summit was held at the Oregon Zoo on March 15 and 16. Several staff attended the trainings and workshops provided by local and national transit professionals and passionate innovators.

Route 5 materials SMART provided outreach to surrounding areas of the Route 5 to educate worksites on the revised route and new scheduled stops. These new stops included Coffee Creek Correctional Facility, Hartung Glass and DW Fritz.

ECO surveys for DEQ were done for Hartung Glass, Sysco and Dynacast now named Optimum. Under the DEQ ECO program, employers with more than 100 employees must provide commute options to employees designed to reduce the number of cars driven to work in Portland and the surrounding areas. SMART provides survey processing at no cost to employers affected by the ECO rules who are working to develop and/or maintain transportation plans. This service is funded through the annual Metro Regional Travel Options Grant.

FTA Grants Pending



Funding for one maintenance vehicle for the FTE Hostler/Maintenance Worker position for \$21,777 (80%) in federal funds with a local match of \$5,444 (20%) for a total project cost of \$27,221.

Funding for one electric bus (Super Grant) for \$810,000 (85%) in federal funds with a local match of \$142,941 (15%) for a total project cost of \$952,941.

Funding through Metro for SMART's Options Program in federal funds is for \$218,020 (89.73%) with a local match of \$24,953 (10.27%) for a total project cost of \$242,411. These funds are for marketing and outreach and primarily pay staff costs for the Options Program.

Section 5307 Formula Funds: Preventative Maintenance (PM) and Associated Improvements for \$408,515 (80%) federal and \$102,129 (20%) match for a total project cost of \$510,644. In addition to PM, these funds are also for technology improvements, an expansion of the SMART parking lot, and the purchase of staff vehicles.

SMART to Receive ODOT Grant

The 2018 Bus and Bus Facilities 5339(b) grant, awarded to SMART pending OTC approval, is for four vehicles and an expansion to the CNG refueling station. The four vehicles are one Trolley, two cutaways, and one supervisor's van.

Bus Shelter Improvements Update

The improvements for the bus stop at Shari's, awarded to Brown Construction, includes a new bus shelter and associated concrete work.