

City of Wilsonville

City Council Meeting

September 5, 2019



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
SEPTEMBER 5, 2019
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Vacant
Councilor Ben West

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** [25 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:25 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:30 P.M. COUNCILORS’ CONCERNS** [5 min.]
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
- A. Updating Charging Station License Agreement (Kerber) [5 min.]
 - B. Granting Easement to PGE at Library (Kerber) [5 min.]
 - C. Continued Discussion on the Water Rate Review (Rodocker) [30 min.]
 - D. 2019 Solid-Waste Franchise Rate Review (Ottensad/Guile-Hinman) [30 min.]
 - E. Beauty and the Bridge Interpretive Panel Update (Monahan) [5 min.]
- 6:50 P.M. ADJOURN**
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CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Thursday, September 5, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on August 20, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

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. West Linn – Wilsonville School District Bond Dr. Kathy Ludwig Superintendent (Evans)

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.

7:30 P.M. MAYOR'S BUSINESS

- A. Council Appointment
- B. Upcoming Meetings

7:45 P.M. COUNCILOR COMMENTS

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West

7:55 P.M. CONSENT AGENDA

A. **Resolution No. 2763**

A Resolution Of The City Of Wilsonville Approving Amendment #1 To The Charging Station License Agreement With Portland General Electric For Installation Of Electric Vehicle Charging Stations On City Property. (Kerber)

B. **Resolution No. 2764**

A Resolution Of The City Of Wilsonville Authorizing An Utility Easement Agreement Between The City Of Wilsonville And Portland General Electric. (Kerber)

8:00 P.M. CITY MANAGER'S BUSINESS

- A. Citizens Academy

8:05 P.M. LEGAL BUSINESS

8:10 P.M. ADJOURN

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2019		Subject: Continued Discussion on the Water Rate Review	
		Staff: Cathy Rodocker, Finance Director	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

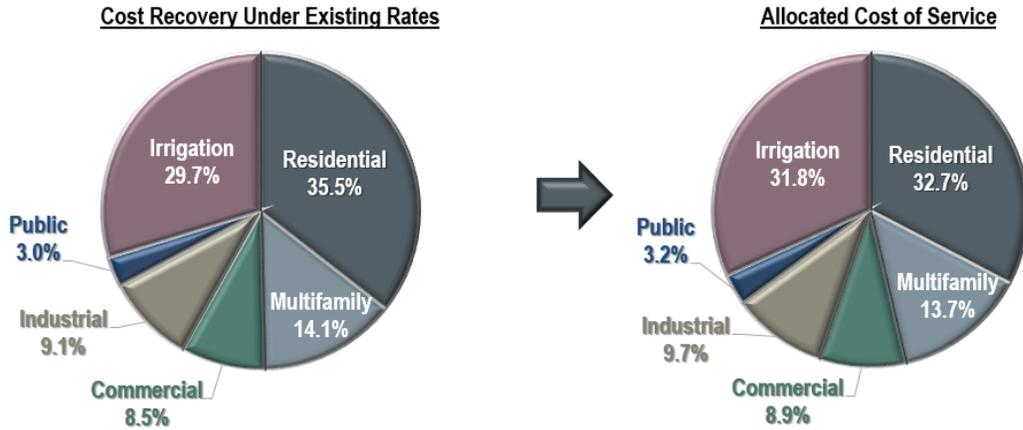
ISSUE BEFORE CITY COUNCIL:

Provide City Council a briefing on updating the Water Rate and discussing optional Residential Rate Structure Change.

EXECUTIVE SUMMARY:

Staff and the consultant team met with Council on July 15 for a first look at the cost of service water rate analysis prepared by FCS Group.

The graphs below were presented and indicated the change in cost recovery by user type from the allocation under existing rates to the results of the cost of service analysis.



While the cost of service model is not a required methodology for setting rates, it has been the method used historically by the City. The following is the recommended cost of service implementation strategy:

Water Rate Increases	2020	2021	2022	2023	2023 Revenue Req.	Amount	% of Total
Residential	+0.00%	+0.00%	+0.00%	+0.75%	Residential	\$ 2,994,895	32.0%
Multifamily	+2.50%	+2.50%	+2.50%	+2.50%	Multifamily	1,288,747	13.8%
Commercial	+4.25%	+4.25%	+4.25%	+4.25%	Commercial	832,887	8.9%
Industrial	+5.25%	+5.25%	+5.25%	+5.25%	Industrial	923,878	9.9%
Public	+5.00%	+5.00%	+5.00%	+5.00%	Public	303,045	3.2%
Irrigation	+5.25%	+5.25%	+5.25%	+5.25%	Irrigation	3,006,971	32.2%
Total	+2.90%	+2.95%	+3.00%	+3.29%	Total	\$ 9,350,423	100.0%

Please note: Table above does not include changes to the current residential rate structure.

During the work session, additional information was requested for irrigation customers. The following data from our utility billing system is based on the July billing cycle for June 2019's consumption.

Total Irrigation Billed: \$403,518 in irrigation fees were billed to 425 active accounts
 Total units of consumption billed - 68,859 units
 Irrigation meters accounted for 28% of total water consumption for June 2019

15 accounts consumed 25% of total irrigation units billed based on the following customer types:

- One commercial account, two industrial accounts, six multifamily accounts, one HOA account, West Linn Wilsonville Schools (3 accounts) and the Parks Department (2 accounts)
- 178 accounts consumed at least 100 units during the billing month and accounted for 90% of overall usage
- 85 accounts had zero consumption
- Approximately 17% of the overall units billed were to Homeowner's Association
- Current rate for irrigation use = \$5.76/unit

In addition to looking at the overall cost of service analysis, FCS Group has also helped design a new rate structure. We have been notified by Munis, our new financial software system, that they will not be able to handle our current residential rate structure without modifications to their existing system. To avoid additional implementation costs, the FCS Group Consultant will be presenting a more traditional tiered rate structure that is commonly used for water rates. With this structure, the base rate will include the first two units of water consumed. The Tier 1 rate will be applied to each unit consuming between 3 to 8 units. In addition, the Tier 2 rate will be used for each unit consuming over 8 units. The decision to use 8 units was based on our current rate structure of winter average (5 units) plus 3 units. As of April 2019, the citywide average usage was 5 units. 5+3 units, as stated in our current rate structure, equals the 8 units recommended as the Tier 1 break point.

A quick look at other Metro area jurisdictions found similar tiered rate structures being used by City of Lake Oswego, City of Hillsboro, City of Woodburn, City of West Linn, City of Sherwood, Clackamas River Water District, and the City of Milwaukie.

EXPECTED RESULTS:

Staff is looking for direction from Council as to which residential rate structure staff should move forward with as well as the overall presented rate changes.

TIMELINE:

Council adoption of new rates should be completed during the second meeting in October. Articles in the Boones Ferry Messenger and letters the top 50 customers will be published and/or mailed in November. New rates/rate structure would be effective January 1, 2020.

CURRENT YEAR BUDGET IMPACTS:

The consultant work is included in the current CIP budget. Funds not spent in the FY 2018-19 budget will be rolled over to the current fiscal year to insure adequate funds are available for the completion of the project. A contract increase, in the amount of \$5,077, has been approved to account for additional time spent on the water SDC and rate studies.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 8/20/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/30/2019

COMMUNITY INVOLVEMENT PROCESS:

Prior to becoming effective, articles will be printed in the Boones Ferry Messenger, flyers included in the monthly utility bills, and letters will be sent directly to the most affected customers.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The rate changes will provide necessary funding to continue current and future water operations.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A



**CITY COUNCIL
STAFF REPORT**

Meeting Date: September 5, 2019		Subject: 2019 Solid-Waste Franchise Rate Review	
		Staff Member: Mark Ottenad, Public/Government Affairs Director; Amanda Guile-Hinman, Assistant City Attorney	
		Department: Administration/Legal	
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: Rate review “true-up” conducted based on the Solid Waste Franchise Ordinance No. 814 adopted in 2018.	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Solid Waste Franchise	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

How to address rates and or level of service based on findings of the 2019 Solid-Waste Franchise Rate Review.

EXECUTIVE SUMMARY:

When the City adopted its new Solid Waste Franchise Agreement with Republic Services (“Franchise Agreement”) in May 2018 (Ordinance No. 814), the Franchise Agreement contemplated reviewing Republic Services’ service rates after the first year under the new Franchise Agreement. As a result, the City commissioned Chris Bell, CPA, of Bell and Associates to undertake a financial review of the solid-waste franchisee, Republic Services, operations and make a determination the firm’s operating margin, which is to be within the 8–12% range, with a target of 10%.

The 2019 Solid-Waste Franchise Rate Review provides information on:

- Republic Services 2018 actual revenue, expenses and operating margin
- Republic Services 2019 projected revenue, expenses and operating margin
- Recycling costs factors
- System changes in 2020 with projected revenue, expenses and operating margin
- Commercial food scraps collection program, and recommended allocated costs

Results from the review found the following operating margin for Republic Services:

- 2018: 15.1% overall operating margin, or 51% greater than target of 10% operating margin
- 2019: 17.6% overall operating margin, or 76% greater than target of 10% operating margin

At this time, City staff is requesting Council input as to how to best address the excess rate of return that has been collected.

Options to Reach Target Operating Margin

Anticipating that the City Council will wish to consider options that will bring the operating margin in line with the Franchise Agreement and return Republic Services to the operating margin of 10%, staff is providing Council with this summary report and the full study, attached hereto. Staff will return next month to seek Council direction on how to best to obtain the target-operating margin.

According to Republic Services, some costs of operations are projected to increase in 2019, including recycling processing costs, labor and related expenses, franchise fees, commercial food scraps collection and other expenses. Nonetheless, the rate review finds that franchisee’s operating margin is still projected to increase from 15.1% to 17.6%, or by 2.5 percentage points, which would equal a 16.6% increase in the rate-of-return.

Council may elect to utilize several options, including adding new services, reducing service rates, or a combination of the two, in order to reduce the operating margin to be closer to 10%. The rate review found that recalibrating the operating margin to the 10% target would reduce the average residential 35-gallon cart rate by \$0.76 per month, or \$1.52 for every two-month billing cycle. In the alternative, Council could elect to keep the rates where they are but require Republic Services to provide some service enhancements.

Possible service enhancements could include:

1. **Residential Food Waste Program:** Allow food scraps to be collected with yard debris.
2. **Bulky Waste Pick-up for ADA/Senior Citizens:** Wilsonville residents who have disability or are older would be offered home pick-up of large/bulky waste items free of charge
3. **Commercial Styrofoam and Wood Pallet Collection/Recycling:** Republic Services would set up collection stations at its facility for residents and commercial/industrial customers to deposit Styrofoam and wood pallets for recycling.

Members of the City Council had previously asked about the potential for residential food-scrap collection/composting program.

The popularity of Bulky Waste Day, coupled with an increasing aging residential population, led staff to consider if there is an interest in this additional service proposal.

The Commercial Styrofoam and Wood Pallet Collection/Recycling services proposal is a response to Wilsonville industrial businesses that, at an April 2019 meeting hosted by Clackamas County Sustainability, named recycling disposal of Styrofoam packaging and broken wood-pallets as top sustainability concerns. What is being proposed, however, would require businesses/residents to deliver these products to Republic Services for recycling. Republic Services is not offering to pick them up.

BACKGROUND INFORMATION:

City Council's adoption of the new Franchise Agreement provided the City with the ability to conduct a financial review of Republic Services operations in order to determine the franchisee's actual operating margin, or net profit. The City contracted with Chris Bell, CPA, of Bell and Associates of Tacoma, Washington. Many other local jurisdictions with solid-waste franchise responsibilities—including Clackamas County and Tigard—contract with his firm to undertake solid waste franchise rate reviews and recommended him to us.

City staff and the consultant met with representatives of Republic Services on several occasions to obtain information and discuss issues, including a meeting to review the results of the draft 2019 Solid-Waste Franchise Rate Review. Originally, staff sought to undertake the rate review by July 1, 2019; however, turnover in the Chief Financial Officer/Controller position at Republic Services prevented City's consultant from timely obtaining key data upon which to base the rate review.

Republic Services indicates that the old City franchise agreement provided for state and federal income taxes as an allowable expense. The new franchise agreement, which is modeled on standard modern franchise agreements, does not allow state and federal income taxes as an allowable expense.

EXPECTED RESULTS:

Council will provide staff with direction as to how to reduce the rate-of-return to the number to comply with the Franchise Agreement.

TIMELINE:

Adoption of the rate-review findings now sets the stage for new services or lower rates that could commence on or after January 1, 2020.

CURRENT YEAR BUDGET IMPACTS:

Using the old solid-waste franchise model that required an annual franchise fee payment, Republic Services pre-paid a portion of 2018 and 2019 franchise fees; the Finance Department intends to refund the advance 2019 overpayment, which will have a material impact on the amount of franchise fee revenue recognized in FY 2018/19 financials.

Starting on January 1, 2020, the franchise fee paid to the City increases from three percent (3%) to the standard franchise fee of five percent (5%), resulting in an increase of \$147,320 total annual amount, or estimated at \$73,660 for half a year (FY 19/20).

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 8/29/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/29/2019

COMMUNITY INVOLVEMENT PROCESS:

Adoption of the Solid-Waste Franchise Ordinance in 2018 followed standard City public outreach practices. The 2019 rate review is a by-product of the new solid-waste franchise ordinance.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community benefits by requiring Republic Services to stay within the profit margin negotiated, thereby limiting rate increases and/or increasing services offered.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. 2019 Solid Waste Collection Rate Report” by Bell & Assoc., August 2019



City of Wilsonville

Solid Waste Collection Rate Report

Background

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. In March 2019, Republic Services (Republic) submitted their annual detailed cost reports to the City for the calendar year 2018. Due to staffing changes that included a transition in controllers, additional effort and meetings were needed to acquire the data needed to conduct the review.

Annual Cost Report

Collection of waste and recycling within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. The annual report provides line-item costs and revenues associated with providing service within the City as well as combined line item totals for their non-Wilsonville operations. The format of the report provides the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily residential customers, whereas business customers are serviced with a container. Reported results were analyzed and the following tasks were completed:

- a. Analyze reported route collection hours to the reported customer counts for each line of business.
- b. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- c. By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- e. Using the reported administrative line items, determine if the expense is reasonable in relation to the operational data entered from the detailed cost report.
- f. Review the costs between the City and Republic's other franchised collection operations to determine if the allocations are reasonable.

Report adjustments were made to the submission by Republic from the application of the tasks above that reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system. City.

Table 1: Adjusted 2018 Wilsonville Results

Cost Component	Roll Cart	Container	Drop Box	Composite
Revenues	1,929,273	2,689,503	2,430,916	7,049,692
Allowable Costs for Rates	1,693,762	2,212,371	2,076,861	5,982,994
Franchise Income	235,511	477,132	354,055	1,066,698
Margin (Income / Revenue)	12.2%	17.7%	14.6%	15.1%

Projected Results for 2019

The report submitted by Republic was for the calendar year 2018; however, changes to the rates typically occur 6 to 12 months in the future. Additionally, changes to rates in 2018 are not fully realized in the submitted report. Therefore, an estimate of the expected results for 2019 is completed to provide the City with information to make an informed decision.

Projected revenues for the 2019 calendar year were calculated on the recycling surcharge and the two, 3.25% rate increases that were effective in July and October 2018 for residential, commercial, and drop box service.

The line item expenses from 2018 were adjusted to project the results for 2019 using assumptions based on contractual obligations such as the labor agreement between Republic and the union drivers, administrative wages, health insurance, recycling processing, fuel, and estimated inflation. Table 2 summarizes the inflation assumptions.

Expense	Change
Driver Wage	2.72%
Administrative Wage	2.50%
Health Insurance	5.00%
Fuel	-9.69%
Inflation	2.81%
Recycling Processing	6.67%

Year-to-Year Comparison of Expenses

Projected increases from the recycling surcharges and the July and October 2018 rate increases combined with estimated line item costs for the current year are summarized in Table 3.

Table 3: Adjusted Results

Report Table	2018 Adjusted	2019 Projected	\$ ▲	% ▲
Collection Revenue	\$6,870,679	\$7,291,506	\$420,827	6.1%
Recycling Revenue	\$179,013	\$92,542	\$(86,471)	-48.3%
Total Revenue	\$7,049,692	\$7,384,048	\$334,356	4.7%
SW and Yard Debris Disposal	\$2,763,746	\$2,803,723	\$39,977	1.4%
Recycling Processing	\$355,826	\$379,559	\$23,733	6.7%
Labor, Health Ins, & Taxes	\$1,014,559	\$1,046,272	\$31,713	3.1%
Truck, Fuel, and Repairs	\$712,789	\$712,544	\$(245)	0.0%
Equipment and Containers	\$99,597	\$99,964	\$367	0.4%
Franchise Fees	\$203,643	\$221,522	\$17,879	8.8%
Other Expense / Food Waste	\$183,532	\$185,988	\$2,456	1.3%
Management & Administration	\$661,650	\$673,356	\$11,706	1.8%
Less: Unallowable Costs	\$(12,348)	\$(12,492)	\$(144)	1.2%
Total Expense	\$5,982,994	\$6,110,436	\$127,442	2.1%
Income (Revenue – Expense)	\$1,066,698	\$1,273,612	\$206,914	19.4%
Margin (Income / Total Revenue)	15.1%	17.2%		2.1%

Recycling Costs

The revenue or cost of processing collected recycling in Wilsonville has three costs: transfer, processing, and material value. Collected materials from Wilsonville are consolidated at Willamette Resources and transported to Pioneer Recycling in Clackamas. Pioneer will sort the materials and sells to end-users. The average cost to sort the material ranges from \$90 to \$120 per ton. The value of the material sorted offsets the processing cost. When the value of the material declines, the cost of processing increases and is passed back to the franchised haulers within the Portland area.

The value of collected recyclable material declined in 2019 compared to 2018 as the volume of materials seeking domestic markets continued to increase. The value of mixed paper, which is approximately 40% of the residential mix, has been negative over the last two years. But the value of cardboard, which is the second largest material volume by weight, has experienced a decrease in value by over 50% from last year. Other materials have decreased in value, which is the primary reason the cost of recycling has increased when compared to the prior year.

Perspective System Changes in 2020

The expected performance in the current year (2019) is estimated at 17.25%; therefore, a rate adjustment would be enacted by the City to recalibrate the margin to 10%. The City has increased the franchise fee from 3% to 5% of gross revenue effective January 1, 2020. This change will increase the fees paid to the City by approximately \$140,000 compared to the current year. Increasing the franchise fee and the expected increases in collection costs such as labor and disposal in 2020 is estimated to reduce the margin to 13.6%.

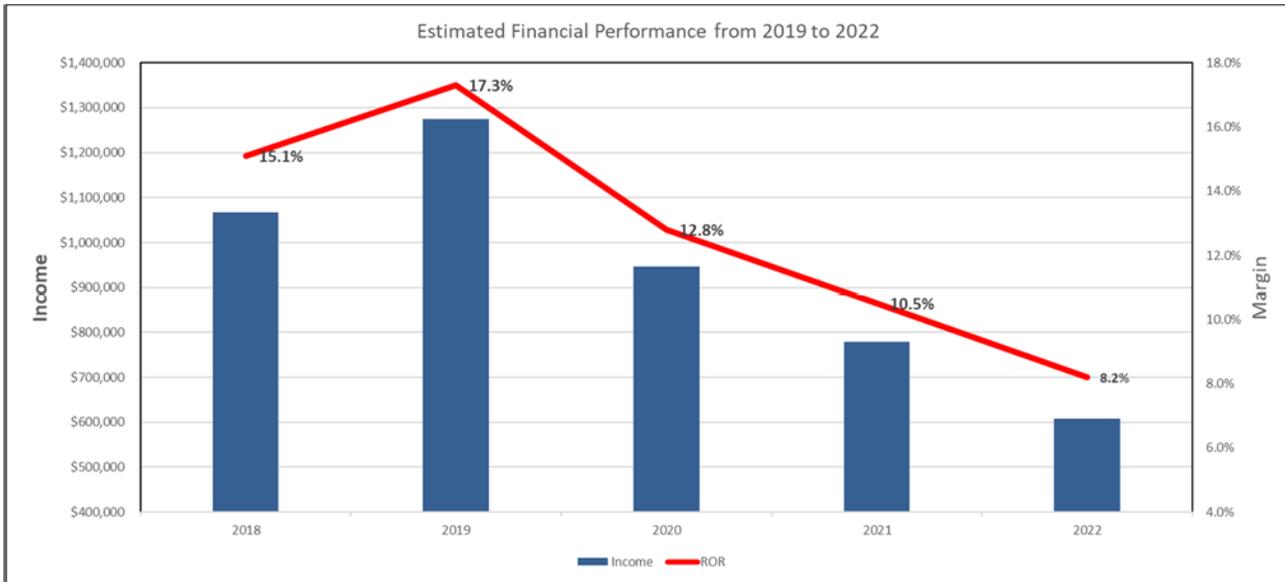
Because the margin is estimated to be higher than 12%, City Council should consider a rate decrease or an increase of additional services provided by Republic that could include the commercial food waste program, a residential food waste program, a walk-in bulky waste collection for senior and disabled residents, and a commercial Styrofoam / wood waste recycling program. The estimated costs and financial impact on the franchise of these new programs are summarized in Table 4.

Table 4: Estimated Impact of Increased Franchise Fees and New Programs in 2020

Description	Program Amount	Franchise Amount
Estimated 2020 Revenue		\$7,384,916
Estimated 2020 Collection Expenses		\$6,383,711
New Program Costs		
Commercial Food Waste Costs	\$7,752	
Residential Food Waste Program	\$21,521	
Bulky Waste Collection for Senior Citizens	\$10,000	
Commercial Styrofoam / Wood Recycling	\$15,000	
Total New Program Costs	\$54,273	\$54,273
Total Costs (Collection Cost + New Programs)		\$6,437,984
Income (Revenue – Total Costs)		\$946,932
Margin (Income / Revenue)		12.8%

The revenue reduction necessary to reduce the margin from 12.8% to the 8 to 12% allowable range is \$69,025. Recalibrating the margin to a 10% return would require a \$231,600 reduction. A 2.8% reduction to the residential 35 gallon cart would decrease the rate by \$0.76 per month.

Estimated increases in collection expenses in the years 2019 and 2020 averaged approximately \$154,000. If this trend continues, the current rates could remain in-place until 2022. The following chart summarizes the regression of the margin over the next four years at the average increase in expenses of \$154,000 plus the additional commercial food waste collection costs and new program costs from Table 4.



Commercial Food Waste Collection Costs and Rate Alternatives

The Clackamas County Recycling Education and Outreach office has estimated the number of customers within Wilsonville that would qualify for the Metro food waste collection program by phase.

Table 5: Estimated Food Waste Program Participants in Wilsonville

Totals	Year of Implementation	Customers
Phase 1 (1,000 lbs. food waste weekly)	2020	21
Phase 2 (500 lbs. food waste weekly)	2021	30
Phase 3 (250 lbs. food waste weekly)	2022	27
Total Food Waste Participants		78

Implementing the rates to support Metro’s food waste program can be accomplished by two rate methods; either a variable rate assessed on the cost of service or allocate the program costs over the commercial rate base.

Cost of Service Rate

The service rate is comprised of the collection cost, container, food waste disposal cost, operating margin, and franchise fee. The cost of collection was calculated on the 2019 projected results of collection operations within Wilsonville to collect waste using either a roll cart or a container. The expected number of stops per hour is eight stops, which is lower than garbage and recycling because the number of customers generating food waste in quantities high enough to implement the program is limited. Therefore, the time and distance between stops are higher than garbage. Table 6 summarizes the cost of service in 2019 costs for a 64 gallon roll cart and a 2 yard container.

Table 6: Commercial Food Waste Cost of Service Rates

Rate Component	64 gallon cart	2 yard container
Collection Cost	\$67.50	\$67.50
Cart / Container	\$0.65	\$5.77
Food Waste Disposal	\$27.27	\$156.69
Margin @ 10%	\$10.60	\$25.55
Fran Fee @ 5%	\$5.30	\$12.78
Total Cost of Service Rate	\$111.32	\$268.29

Food waste collection costs would be an additional charge assessed to food waste generators. There is a potential for the customer to down-size their level of solid waste collection and reduce the cost impact from the program, but that change will vary for each customer.

Allocated Program Costs

The second method is the same approach currently in use to assess the cost of recycling services to commercial customers within Wilsonville and throughout the Portland metropolitan area. Because each customer's recycling needs vary, the cost of the service is blended with the cost of providing waste collection and the cost of recycling service is assessed on the level of waste collection service. While most customers receive a commensurate level of waste and recycling service, some customers either receive more and some receive less than the number of waste collection yards and/or collection frequency than waste.

The primary difference between assessing the cost of service rate and the allocated cost is the assumption of the cost savings from disposing of the food waste at a lower rate than solid waste. While customers may not be able to reduce their level of waste collection service to benefit from the savings, the weight, and subsequently the reduced cost of the diverted food waste will be realized within the composite by Republic.

Table 7 on the following page summarizes the overall impact to Wilsonville commercial container service for each phase of the Metro program from the expected number of participants summarized in Table 5.

Table 7: Commercial Food Waste Program Costs

Description	Note	Phase 1	Phase 2	Phase 3
Monthly Program Cost	A	\$1,418	\$3,443	\$5,266
Food Waste Savings	B	\$(993)	\$(1,703)	\$(1,965)
Total Monthly Cost	C	\$646	\$1,909	\$3,322
Annual Program Cost	D	\$7,752	\$22,908	\$39,864
2019 Composite Costs	E	\$2,758,563	\$2,758,563	\$2,758,563
% of Composite Costs	F	0.28%	1.11%	2.56%

Table 7 Notes

- A. Estimated collection cost to provide a weekly pick up of one container or cart to the number of customers in each phase from Table 4. Cost includes the cost of the container.
- B. Estimated savings from the difference in the lower disposal cost of food waste compared to solid waste.
- C. Collection cost less savings on food waste disposal (A – B).
- D. Annual program cost – Phase 2 is a combination of the additional cost and the prior year costs. Phase 3 is the additional cost plus the prior year's costs.
- E. Estimated commercial collection cost in the calendar year 2019 for each of the three phases
- F. Percentage of Annual Program Cost compared to the 2019 Composite Cost (D / E)

The estimated cost of the program is \$7,752 in the first year. In the second and third year, the costs increase by \$15,156 and \$16,956 respectively. As a percentage of the total commercial cost in 2019, the program is less than one percent of the total commercial collection cost.

Projected results for 2020 include the estimated cost of providing collection service to the 21 customers that generate 1,000 pounds or more of food waste weekly (Table 5). Table 8 estimates the financial performance (Rate of Return) of commercial collection with the additional food waste program costs from 2020 to 2022 as the second and third phases are fully implemented.

Table 8: Estimated Commercial Performance with the Additional Food Waste Costs

Year	Revenue	Expense	Income	ROR
2020	\$2,759,127	\$2,324,173	\$434,954	15.8%
2021	\$2,759,127	\$2,391,354	\$367,773	13.3%
2022	\$2,759,127	\$2,460,335	\$298,792	10.8%

The additional cost of the food waste program and the expected collection increases should decrease the commercial margin within the allowable range over the next three years; therefore, a rate increase for commercial collection is not required to implement the commercial food waste program.

Program Recommendation

The rate approach of allocating of food waste diversion costs over the commercial base is the preferred method for Clackamas County Recycling Education and Outreach office. This is also the same method employed by the cities of Beaverton and Tigard. The primary reason is the reduced cost to the food waste generator, compared to the cost of service, will likely compel them to participate in the program. While a participant will see a slight increase in their collection service invoice, they will incur additional internal costs to comply with the food waste program.

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2019

Items known as of 08/30/19

September

DATE	DAY	TIME	EVENT	LOCATION
9/5	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
9/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
9/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
9/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
9/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
9/25	Wednesday	6:30 p.m.	Library Board	Library

October

DATE	DAY	TIME	EVENT	LOCATION
10/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
10/10	Thursday	6:00 p.m.	Parks and Recreation Advisory Board	Parks and Recreation Administration Building
10/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
10/21	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/23	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 9/11** Walk at Lunch meet at Mentor Graphics 11:45 a.m.
- 9/18** Walk at Lunch meet at Edward Jones Financial Services 11:45 a.m.
- 9/19** Town Hall with Rep. Courtney Neron at Wilsonville Library, 6:00 p.m. – 7:00 p.m.
- 9/24** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.
- 9/25** Walk at Lunch meet at SMART Admin Offices 11:45 a.m.
- 9/28** Mexican Folk Dancing for Kids at Wilsonville Library, 10:30 a.m. – 11:30 a.m.
- 10/2** Walk at Lunch meet at Oregon Tech 11:45 a.m.
- 10/5** Mexican Folk Dancing for Kids at Wilsonville Library, 10:30 a.m. – 11:30 a.m.
- 10/14** Library closed for Staff In-service.

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

<p>Meeting Date: September 5, 2019</p>	<p>Subject: Resolution Nos. 2763 & 2764 Electric Charging Station License Amendment #1 and Utility Easement Agreement</p> <p>Staff Member: Delora Kerber, Public Works Director</p> <p>Department: Public Works</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: Library Board has recommended the construction of this project and requested modifications which resulted in the new design layout.</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Amendment #1 to the Charging Station License Agreement and the PGE Utility Easement Agreement needed for the Charging Stations.

Resolution Nos. 2736 & 2764 Staff Report

EXECUTIVE SUMMARY:

On January 24, 2019, City Council approved a Charging Station License agreement between the City and Portland General Electric (PGE) for the installation of six electric vehicle charging stations and associated equipment on the northeast corner of the Library property near the intersection of Wilsonville Road and Memorial Drive.

This project is being implemented in anticipation of the significant increase in the use of electric vehicles over the next five years and is one of six new community charging stations in PGE electric vehicle charging network.

In the approved Charging Station License agreement, Exhibit A2 – Preliminary Site Design showed the associated equipment infrastructure including conversion towers, transformer, switch-gear and meter within asphalt parking lot which would displace two parking stalls. After further discussion, both the City and PGE agreed a better location for the ancillary equipment would be in the landscape area north and west of the charging stations. This relocation of equipment will allow for a more aesthetically pleasing project and leaves two parking stalls in place for use by Library patrons. Additionally, the City requested an Americans with Disabilities Act (ADA) accessible parking stall be added to the Charging Station Area.

The proposed Amendment #1 – Charging Station License Agreement will memorialize the modification to the design layout of the charging stations and equipment. Once the final design of the site has been completed Amendment #2 will be issued to include Exhibit B depicting the final layout of the Property and Charging Station.

While the Charging Station License agreement outlines the ownership and responsibilities related to the Charging Station equipment the PGE Utility Easement is needed to allow PGE to install the above and underground electrical infrastructure for the charging station. The easement is non-exclusive and approximately 2,391 square feet. The easement is only valid as long as the Charging Station License agreement is in effect.

EXPECTED RESULTS:

Installation of a vehicle charging hub will encourage the use of electric vehicles and provide a convenient location for recharging vehicles near many desirable amenities.

TIMELINE:

PGE will start construction of the project in mid-September and the site should be operational by the end of 2019.

CURRENT YEAR BUDGET IMPACTS:

No financial impacts to the City. PGE pays for site development, operation, maintenance and energy use.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 7/8/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/30/2019

The City will need to closely monitor to ensure ADA compliance and access.

COMMUNITY INVOLVEMENT PROCESS:

No community involvement has occurred.

BENEFIT TO THE COMMUNITY:

Having a convenient location for the recharging of electric vehicles. This project would support the goal of providing a variety of sustainable choices to our citizens.

ALTERNATIVES:

Not to approve Amendment #1 for Charging Station License Agreement or the Utility Easement Agreement for the vehicle charging hub at the Library.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2763
 - 1. Amendment #1 Charging Station License Agreement
- B. Resolution No. 2764
 - 1. PGE Utility Easement on Parcel 31W2400601

RESOLUTION NO. 2763

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AMENDMENT #1 TO THE CHARGING STATION LICENSE AGREEMENT WITH PORTLAND GENERAL ELECTRIC FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ON CITY PROPERTY.

WHEREAS, the use of electric vehicles is anticipated to increase in the next five years and Portland General Electric (PGE) is adding six new community charging hubs to their electric vehicle charging network; and

WHEREAS, the City of Wilsonville has a Council Goal to promote and make available numerous options for convenient sustainable choices and both the City and PGE desire to construct an electric vehicle charging station within the City limits; and

WHEREAS, the Library parking lot meets the criteria of for an ideal site for a charging station and the use of the Library parking lot is provided free of charge to PGE so that citizens will have more access to electric charging stations; and

WHEREAS, PGE does charge for the use of the stations and the term of the agreement is for ten years and shall automatically renew an annual basis for one-year periods; and

WHEREAS, on January 24, 2019 the City Council approved Resolution No. 2721, approving a Charging Station License Agreement with Portland General Electric for Installation of Electric Vehicle Charging Stations; and

WHEREAS, the layout and specific location of the equipment associated with the project has been modified per the request of the City and the site layout plans have been updated accordingly; and

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

1. The site layout plan for the Electric Charging Station has been revised by request of the City and Exhibit A2 from the original agreement is being replaced by Exhibit B in Amendment #1. The revised Exhibit B generally depicts the Charging Station Area and once final design of the site has

been completed an updated Exhibit B will be adopted via Licensing Agreement Amendment # 2.

2. The City Council hereby adopts Amendment #1 to the Charging Station License Agreement attached to this Resolution and incorporated by this reference, and authorizes the City Manager to execute the same.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor President Akervall

Councilor Lehan

Councilor West

EXHIBIT:

1. Amendment #1 to the Charging Station License Agreement

Amendment #1 the Charging Station License

THIS AMENDMENT No. 1 TO THE CHARGING STATION LICENSE ("Amendment #1") is effective as of September 5, 2019 ("Effective Date"), by and between PORTLAND GENERAL ELECTRIC COMPANY ("PGE") and CITY OF WILSONVILLE ("Owner"). PGE and Owner are sometimes referred to collectively as, the "Parties" and each individually, a "Party".

WHEREAS, the Parties entered into a Charging Station License, effective January 31, 2019 (the "Agreement")

WHEREAS, the Parties desire to further amend certain provisions of the Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties as set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Section 1.9 is hereby added to the Agreement:

1.9 The Property and Charging Station Area are generally depicted in Exhibit B, the Draft Site Layout Plan, which is attached hereto and incorporated herein. Exhibit B replaces Exhibit A2 - Preliminary Site Design in the original agreement. PGE agrees to construct and install the Charging Stations in general conformance with Exhibit B. Once the final design of the site has been completed an updated Exhibit B showing the Property and Charging Station will be adopted via AMENDMENT No. 2 to this agreement.

B. Continued Effectiveness of Agreement. All other provisions of the Agreement remain in full force and effect, except as otherwise amended in writing, by mutual agreement by PGE and Owner.

C. Miscellaneous.

1. Defined Terms. Capitalized terms used but not defined in this Amendment #1 shall have the meanings given to them in the Agreement.
2. Captions. The captions contained in this Amendment #1 are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Amendment #1 or the intent of any provision contained herein.
3. Nature of Agreement: Conflicts. The Parties acknowledge and agree that all of the terms and conditions of the Agreement as in effect immediately prior to this Amendment #1, except to the extent specifically amended, modified or supplemented by this Amendment #1, remain in full force and effect. This Amendment #1 contains the entire agreement of the Parties with respect to the specific subject matter hereof and supersedes all prior written or oral correspondence between the Parties and their representatives (including emails) regarding the specific subject matter hereof. In the event of a conflict between the

Amendment #1 the Charging Station License

terms of this Amendment #1 and the terms of the Agreement, the terms of this Amendment #1 shall control.

- 4. Amendments. No amendment to the terms and conditions of this Amendment #1 shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of each of the Parties.
- 5. Effect of Amendment. This Amendment #1 is subject to the terms and conditions set forth in the Agreement. Disputes regarding interpretation of this Amendment #1 will be resolved pursuant to the dispute resolution process set forth in the Agreement.
- 6. Governing Law. This Amendment #1 shall be governed and construed in accordance with the laws of the State of Oregon.
- 7. Counterparts; Facsimile Signatures. This Amendment #1 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this SOW Amendment #1, and any telecopy or other facsimile transmission of any signature of a party shall be deemed an original and shall bind such Party.
- 8. Utility Easement. This Agreement will be read in conjunction with the PGE Utility Easement for this Charging Station.

City of Wilsonville

Portland General Electric Company

By: _____

By: _____

Name: _____

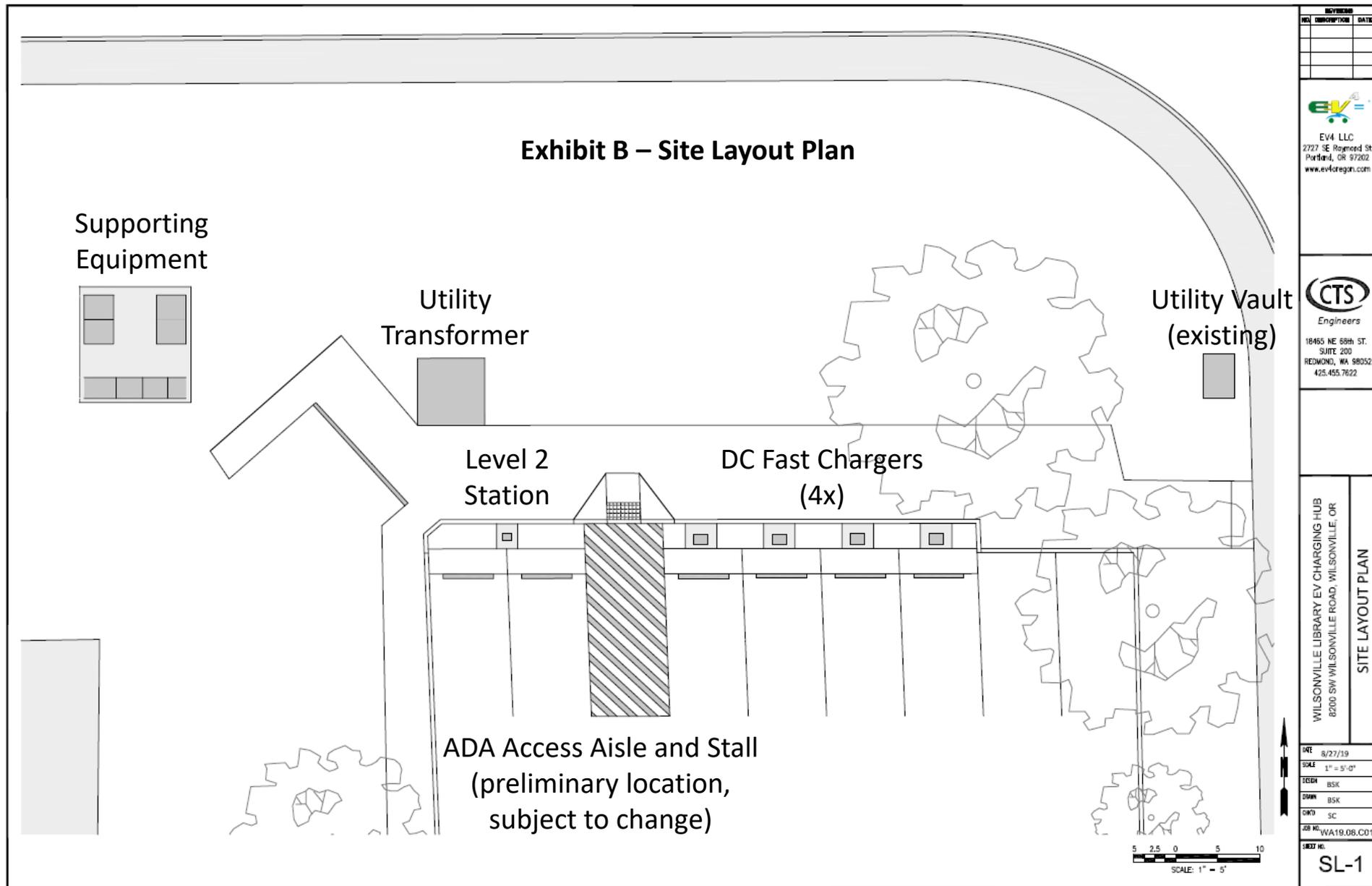
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



REVISIONS		
NO.	DESCRIPTION	DATE

EV4
EV4 LLC
2727 SE Raymond St.
Portland, OR 97202
www.ev4oregon.com

CTS
Engineers
18455 NE 68th St.
SUITE 200
REDMOND, WA 98052
425.455.7622

WILSONVILLE LIBRARY EV CHARGING HUB
8200 SW WILSONVILLE ROAD, WILSONVILLE, OR
SITE LAYOUT PLAN

DATE	8/27/19
SCALE	1" = 5'-0"
DESIGN	BSX
DRAWN	BSX
CHECKED	SC
JOB NO.	WA19.08.C01

SHEET NO.
SL-1

RESOLUTION NO. 2764

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND PORTLAND GENERAL ELECTRIC.

WHEREAS, on January 24, 2019 the City Council adopted Resolution No. 2721, approving a Charging Station License Agreement with Portland General Electric for Installation of Electric Vehicle Charging Stations in the Library parking lot; and

WHEREAS, on September 5, 2019 City Council adopted Resolution No. 2763, approving Amendment #1 to the Charging Station License Agreement which modifies the design layout for the project; and

WHEREAS, to construct the project PGE requires an utility easement on the project site (north east corner of the City Library parking lot).

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

1. The above recital are set forth herein as findings.
2. The City Manager is authorized to execute on behalf of the City of Wilsonville the Utility Easement, attached as Exhibit 1, and incorporated by reference as if fully set forth herein.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor President Akervall

Councilor Lehan

Councilor West

EXHIBIT:

1. PGE Utility Easement on Parcel 31W2400601



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 3WTC0406
Portland, Oregon 97204-9951

Grantor's Mailing Address:
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

(Space above this line for Recorder's use)

Grantor: **City of Wilsonville**
Grantee: **Portland General Electric Company**
APN/APN2: **31W2400601 / 00821267**

PGE UTILITY EASEMENT

For good and valuable consideration, the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by the **CITY OF WILSONVILLE**, an Oregon municipal corporation (“**Grantor**”), Grantor hereby grants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns (“**Grantee**”), a nonexclusive, easement over a strip of City owned land that is approximately twenty feet (20') in width (the “**Easement Area**”), for installation of utility systems through and across a portion of the real property situated in Clackamas County, Oregon located at the situs address 8200 SW Wilsonville Road, Wilsonville, OR 97070 (the “**Property**”). The Easement Area is more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto. As used herein, the term “**Systems**” shall include underground and above ground transformers, transformer pad, switches, cables, circuits, facilities, and related equipment as Grantee deems necessary or convenient to provide electric service to PGE’s electric vehicle charging stations placed at the Wilsonville Public Library pursuant to the Charging Station License between Grantor and Grantee, dated January 31, 2019 (“**License**”), as amended.

Grantee’s Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee’s rights under the Easement, doing all such acts or things on the Easement Area. Grantee shall have the right to make reasonable changes in grade, elevation, or contour of the land within the Easement Area required for the installation of the Systems. Grantee may request from the Grantor the right to remove any vegetation within

Page 1 ~ PGE UTILITY EASEMENT (Commercial Customer Form)

M#2603911 Property Address: 8200 SW Wilsonville Rd., Wilsonville, OR 97070

the Easement Area that may endanger or interfere with the efficiency, safety, and/or reasonable use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards, which requests will not be unreasonably withheld.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property that could not reasonably be known by Grantee, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, aboveground maintenance of real property shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control. Notwithstanding the foregoing, Grantee shall be responsible for restoring the Property as nearly as practicable to its condition immediately preceding Grantee's entry upon completion of Grantee's activities on the Easement Area, excepting normal wear and tear and changes in the condition caused by Grantor or persons or entities other than Grantee, its agents or contractors, and shall be solely responsible for erosion control during any construction by Grantee.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses, and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment, and benefit of this Easement. Grantee is responsible for payment of permit fees associated with the construction, installation, and maintenance of its Systems. Grantee shall comply with all applicable laws, rules, ordinances, and other governmental requirements while in or about the Easement Area. The purpose of this Easement is to allow Grantee to run power to its proposed new electrical charging stations, to be located at Grantor's Wilsonville Public Library. All installations by Grantee within the Easement Area that are required by law to meet the Americans with Disabilities Act (ADA) accessibility requirements, if any, will meet them. Grantee acknowledges that the sidewalk located within the Easement Area is an ADA accessible route. During Grantee's construction on the Property, Grantee will ensure that ADA compliant access to the library is provided at all times. When any of the ADA accessible route sidewalk is removed for construction by Grantee it will be replaced by Grantee, to meet all ADA requirements for an ADA accessible route (including the area adjacent to the Grantee-installed ADA compliant curb ramp). To the extent that Grantee otherwise modifies the ADA accessible route sidewalk in the Easement Area, Grantee agrees that it will also be reconstructed to conform to ADA requirements. Before the charging stations may be operated, the City will inspect and measure the sidewalk to ensure it meets all ADA requirements. ADA requirements do not apply to the flagstone area but, if the flagstone area is removed, damaged or displaced, it must be restored to its pre-existing condition. Grantee will be installing six (6) electric vehicle charging stations on the Property and relining the parking spaces in the Easement Area to align with the electric vehicle charging stations. Grantor has requested and Grantee has agreed that one (1) of the six (6) electric vehicle charging stations be installed and built to meet the requirements of ORS 447.233 (including signage and striping). At Grantor's request, Grantee will also install and build one (1) ADA compliant curb ramp.

Liabilities. In no event shall either party be liable to the other party or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from a party's sole, joint, or concurrent negligence.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed, and enforced in accordance with the laws of the State of Oregon, with venue for any action being in Clackamas County Oregon.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings, and/or practices relative to the Easement are superseded by this instrument. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall be valid while the License between the Grantor and Grantee remains in effect. In the event of the termination of this Easement, upon Grantor providing to Grantee thirty (30) days' prior written notice, Grantee shall cooperate with Grantor in recording an instrument memorializing the termination/release of the Easement at Grantee's expense. The Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the _____ day of _____, 2019.

GRANTOR:

CITY OF WILSONVILLE

By: _____
Bryan Cosgrove
As Its: City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

I certify that I know or have satisfactory evidence that Bryan Cosgrove is the person who appeared before me on the _____ day of August 2019, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the City Manager of the **CITY OF WILSONVILLE**, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public – State of Oregon

**EXHIBIT A
EASEMENT AREA DESCRIPTION**

TAX LOT 601

An easement within the land described in Document No. 69-11979, Clackamas County Deed Records, in the Northwest Quarter of Section 24, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

COMMENCING at a 5/8-inch iron rod, without cap, set in Survey No. 25,911, Clackamas County Survey Records at the most northerly Northeast corner of said land described in Document No. 69-11979, being the northerly point of tangency of the Southwest corner of the intersection of SW Wilsonville Road and SW Memorial Drive;

thence along the westerly Right-of-Way line of SW Memorial Drive, along a 28.00-foot radius curve, concave southwesterly, with a radius point bearing South 01°00' 07" West, arc length of 43.79 feet, central angle of 89°36' 05", chord distance of 39.46 feet, and chord bearing of South 44°11' 50" East to a point of tangency;

thence continuing along said westerly Right-of-Way line of SW Memorial Drive, South 00°36' 27" West, a distance of 8.10 feet to the POINT OF BEGINNING;

thence continuing along said westerly Right-of-Way line, South 00°36' 27" West, a distance of 15.00 feet;

thence leaving said westerly Right-of-Way line, North 90°00' 00" West, a distance of 94.00 feet;

thence North 00°00' 00" East, a distance of 15.00 feet;

thence North 90°00' 00" West, a distance of 34.42 feet;

thence North 00°00' 00" East, a distance of 20.00 feet;

thence North 90°00' 00" East, a distance of 49.00 feet;

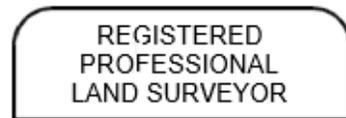
thence South 00°00' 00" East, a distance of 20.00 feet;

thence North 90°00' 00" East, a distance of 79.58 feet to the POINT OF BEGINNING.

Containing 2,391 square feet, more or less.

Basis of bearings being Oregon State Plane Coordinate System NAD83(2011), epoch 2010.000.

The above-described parcel is shown on Exhibit "B" attached hereto, which by reference thereto is made a part hereof.



[Handwritten Signature]
OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021

**EXHIBIT B
EASEMENT AREA DEPICTION**

