



## **City Council Meeting September 20, 2021**

**Executive Session – 5:00 p.m.  
Work Session – 5:25 p.m.  
Council Meeting - 7:00 p.m.  
(Held in Council Chambers)**

This meeting is taking place with social distancing precautions in place.

### **To Provide Public Comment:**

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us) to register.

### **You can watch the City Council Meeting here:**

YouTube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

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

# City of Wilsonville

City Council Meeting

September 20, 2021



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
SEPTEMBER 20, 2021  
7:00 P.M.**

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

Mayor Julie Fitzgerald

Council President Kristin Akervall  
Councilor Charlotte Lehan

Councilor Joann Linville  
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.

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**Executive Session, Work Session, and City Council meetings  
will be held in the Council Chambers, City Hall, 1<sup>st</sup> 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. Replacement of Central Memorial Park Restroom (Schull) [5 min.]  
B. Purchase of a 5-yard Combination Cleaning Truck (Montalvo/Simonton) [10 min.]  
C. Willamette Water Supply Project Overview (Weigel/Ward) [20 min.]  
D. Middle Housing in Wilsonville Project (Pauly) [30 min.]
- 6:40 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, September 20, 2021, at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on September 7, 2021. 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.

**7:05 P.M. MAYOR'S BUSINESS**

- A. Upcoming Meetings
- B. State of the City Video

**7:20P.M. COMMUNICATIONS**

- A. None.

**7:20 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

**7:30 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

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

**7:50 P.M. CONSENT AGENDA**

A. **Resolution No. 2919**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into First Amendment To Ground Lease For Raw Water Pipeline With The Willamette Water Supply System Commission. (Weigel)

B. **Resolution No. 2921**

A Resolution Of The City Of Wilsonville Approving A Construction Contract With Romtec, Inc. For The Memorial Park Central Restroom Construction Project. (Schull)

C. **Resolution No. 2924**

A Resolution Authorizing City Staff To Purchase A 5-Yard Combination Cleaning Truck From McCoy Freightliner Of Portland. (Montalvo/Simonton)

D. **Resolution No. 2927**

A Resolution Of The City Of Wilsonville Adding Kimberly Graves To The City's Established Pool Of Eligible Pro Tem Judges For The City's Municipal Court. (Katko)

- E. Minutes of the September 9, 2021 City Council meeting. (Veliz)

**7:55 P.M. NEW BUSINESS**

- A. None.

**7:55 P.M. CONTINUING BUSINESS**

- A. None.

9/14/2021 5:24 PM Last Updated

**7:55 P.M. PUBLIC HEARING**

A. None.

**7:55 P.M. CITY MANAGER'S BUSINESS**

**8:00 P.M. LEGAL BUSINESS**

**8:05 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 speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).



## CITY COUNCIL WORK SESSION STAFF REPORT

<b>Meeting Date:</b> September 20, 2021	<b>Subject:</b> Middle Housing in Wilsonville Project  <b>Staff Member:</b> Daniel Pauly, Planning Manager  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input 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  <b>Comments:</b> Packet prepared prior to Planning Commission Public Hearing. Update on Planning Commission recommendation will be provided at the work session.	
<b>Staff Recommendation:</b> Review Planning Commission packet prepared for September 8 Planning Commission Public Hearing and seek any clarification from Staff.		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West Master Plan, Villebois Village Master Plans	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Receive a briefing on proposed updates to the Comprehensive Plan, Frog Pond West Master Plan, Villebois Village Master Plan, Old Town Neighborhood Plan, Development Code, and Legislative Zone Map Amendment in Old Town to the new Old Town Residential (OTR) Zone, and seek any clarification prior to the Council's scheduled Public Hearing on October 4. The package of recommended updates is substantial, so this extra work session provides Council additional time to discuss with staff prior to the public hearing. The City Council packet preparation occurred prior to the Planning Commission hearing. Staff will provide an update on the Planning Commission action at the work session.

## **EXECUTIVE SUMMARY:**

The City is updating local development regulations related to the allowance of middle housing. Middle housing includes housing types where a few homes are on one lot (duplex, triplex) and where homes are on separate lots that share a common wall (townhouses). The project is driven by updates to state law as well as local equitable housing policy. The desired project outcomes, as directed by City Council, are as follows:

### Desired Project Outcomes:

- Support the vision of a thoughtful, inclusive built environment.
- Comply with House Bill 2001 and related administrative rules adopted by the Land Conservation and Development Commission.
- Increase the opportunity for the development of more middle housing to help meet the housing needs of our diverse community.
- Public outreach to inform middle housing design, particularly from historically marginalized communities of color.
- Create standards that have a high likelihood for use by developers/property owners and result in actual development of middle housing.
- Update infrastructure plans, as needed, to support additional middle housing production.
- Understand options for infrastructure financing related to middle housing.
- Evaluate and update parking strategies and policies to minimize parking congestion.

In summary, the proposed updates to the Comprehensive Plan, Frog Pond West Master Plan, Villebois Village Master Plan, Old Town Neighborhood Plan, Development Code, and Zone Map do the following:

- Allows duplexes and other middle housing (triplexes, quadplexes, cottage clusters, and townhouses) on land that allows single-family houses, and ensures the review process for middle housing is the same as that for single-family homes to comply with Oregon House Bill 2001 (HB 2001).
- Establishes new design standards (architecture, parking design, etc.) for single-family houses and middle housing.
- Establishes land division processes for middle housing consistent with Oregon Senate Bill 458.
- Updates the Wilsonville Zoning Map and establishes the Old Town Residential Zone for residential land in the Old Town neighborhood.
- Establishes standards and processes for planned developments in all zones to become legal non-conforming.

The draft Planning Commission Resolution No. LP21-0003 is attached (Attachment 1), which provides additional information regarding the proposal. In addition, a link is provided to the Planning Commission's staff report and attachments (Attachment 2), which includes all proposed updates, findings of fact, and the Planning Commission record.

**EXPECTED RESULTS:**

Questions answered and Councilors understand the proposal in advance of the City Council’s October 4 formal consideration of Planning Commission’s recommendation on updates to the Comprehensive Plan, Zone Map, Development Code, Villebois Village and Frog Pond West Master Plans, and Old Town Neighborhood Plan and related actions related to the Middle Housing in Wilsonville Project.

**TIMELINE:**

This is the City Council’s final work session prior to their scheduled hearing on October 4.

**CURRENT YEAR BUDGET IMPACTS:**

The main consultant contract is for \$125,000. \$95,000 is covered by a grant from the Oregon Department of Land Conservation and Development (DLCD). The remaining amount is covered by funds budgeted in the City’s FY 2020-2021 Budget. Specific outreach to the Latinx community is funded by an \$81,200 Metro grant. The remaining balance from the FY 2020-2021 budget will be rolled over into FY 2021-2022 for completion of the project.

**FINANCIAL REVIEW:**

Reviewed by: KAK Date: 9/8/2021

**LEGAL REVIEW:**

Reviewed by: BAJ Date: 9/14/2021

**COMMUNITY INVOLVEMENT PROCESS:**

Opportunities to engage have included community meetings, stakeholder meetings, focus groups, online surveys, and other online materials. Outreach included Latinx community focus groups supported by a Metro Community Engagement Grant. Comments have been solicited from the development community and other stakeholders. See Outreach Report, Attachment 7 to the Planning Commission Public Hearing Staff Report for more details.

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

A greater amount of middle housing in neighborhoods meeting standards with broad community support. A greater amount of middle housing will create more housing opportunities for a variety of incomes, needs, and preferences.

**ALTERNATIVES:**

The Council may recommend additional or modified approaches that help the City achieve compliance with House Bill 2001 and Senate Bill 458 and further the policy objectives of the City’s Equitable Housing Strategic Plan. If the City does not adopt House Bill 2001 compliant standards by June 30, 2022, a state model code will come into effect for Wilsonville. If the City does not adopt Senate Bill 458 compliant standards by June 30, 2022 the City would similarly be out of compliance with State law, but no model code exists.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- 1 Draft Planning Commission Resolution No. LP21-0003 regarding Middle Housing in Wilsonville Project
- 2 Planning Commission Public Hearing Staff Report and Attachments (via electronic link to Planning Commission's September 8 Packet)
  - [Link to Planning Commission Staff Report and Attachments 1-8 \(includes proposed updates\)](#)
  - [Link to Planning Commission Attachment 9 \(Planning Commission Record\)](#)

**PLANNING COMMISSION  
RESOLUTION NO. LP21-0003**

**A WILSONVILLE PLANNING COMMISSION RESOLUTION RECOMMENDING THE WILSONVILLE CITY COUNCIL ADOPT TEXT AMENDMENTS TO THE WILSONVILLE COMPREHENSIVE PLAN, DEVELOPMENT CODE, FROG POND WEST MASTER PLAN, VILLEBOIS VILLAGE MASTER PLAN, AND OLD TOWN NEIGHBORHOOD PLAN; ADOPT A LEGISLATIVE ZONE MAP AMENDMENT TO REZONE RESIDENTIAL PROPERTIES IN THE OLD TOWN NEIGHBORHOOD TO THE NEWLY ESTABLISHED OLD TOWN RESIDENTIAL ZONE; AND DECLARE DEVELOPMENT IN PLANNED DEVELOPMENT RESIDENTIAL ZONES AS LEGAL NON-CONFORMING TO INCREASE THE ALLOWANCE OF MIDDLE HOUSING IN WILSONVILLE.**

WHEREAS, House Bill 2001, adopted by the Oregon Legislature in 2019, directs cities throughout Oregon to adopt regulations allowing duplexes on each lot zoned for residential use that allows for development of detached single-family dwelling, and allowing triplexes, quadplexes, cottage clusters, and townhouses in areas zoned for residential use; and

WHEREAS, the City adopted the Equitable Housing Strategic Plan in June 2020 which included Implementation Action 1B to “Incorporate Equitable Housing into Middle Housing Planning”; and

WHEREAS, the City performed an audit of current Comprehensive Plan text, legislative master plans and other similar documents, and the Planning and Land Development Ordinance (Development Code) to identify updates necessary to comply with House Bill 2001, implementing administrative rules, and the Equitable Housing Strategic Plan; and

WHEREAS, the current Comprehensive Plan text does not incorporate concepts from the City’s Equitable Housing Strategic Plan or address the requirements of House Bill 2001 and associated administrative rules; and

WHEREAS, the updated text incorporates middle housing into Comprehensive Plan text language along with new references to exemptions to density maximums as well as incorporates policy objectives and actions identified in the Equitable Housing Strategic Plan; and

WHEREAS, neither the Frog Pond West Master Plan or Villebois Village Master Plan addressed middle housing and allowance of middle housing consistent with House Bill 2001 and the related administrative rules; and

WHEREAS, adopting updates to the Frog Pond West Master Plan and Villebois Village Master Plan allows middle housing as prescribed by the State and furthers Wilsonville’s housing

policy while maintaining the intent of the master plans as well as the planned look and feel of the neighborhoods in the master plan areas; and

WHEREAS, the 2011 Old Town Neighborhood Plan included a number of references and statement no longer valid due to development over the last decade and changes to State law; and

WHEREAS, updating the Old Town Neighborhood Plan to reflect current development and law increases the relevance and usefulness of the document; and

WHEREAS, the 2011 Old Town Neighborhood Plan identified an implementation action of adopting a new Old Town-specific residential zone; and

WHEREAS, adopting a new Old Town Residential Zone and applying to residential properties in the Old Town Neighborhood by a legislative zone map amendment addresses middle housing compliance issues while helping implement the Old Town Neighborhood Plan; and

WHEREAS, the Development Code currently lacks adequate definitions and references to middle housing, and does not comply in a number of ways with House Bill 2001 and related administrative rules, and

WHEREAS, the updates to the Development Code addresses compliance including, but not limited to, allowance of middle housing, density calculations, and review process, as well as establishes reasonable standards for middle housing to be integrated into existing and future neighborhoods; and

WHEREAS, current regulations allow past planned development approvals to indefinitely take precedence over updated Development Code standards and zoning; and

WHEREAS, such indefinite precedence of planned development approvals leads to compliance issues with House Bill 2001 as it does not allow middle housing to be built within residential planned developments where middle housing was not previously allowed using the same process as single-family homes; and

WHEREAS, in all planned development zones within the City a substantial number of developments have been built over the last forty plus years that do not comply with current zoning standards; and

WHEREAS, the City finds it prudent as changes occur within these planned development sites for the changes to come further into compliance with current Development Code; and

WHEREAS, Senate Bill 458, adopted by the Oregon legislature in 2021, provides for division of land within middle housing development to better facilitate sale of units to individual buyers; and

WHEREAS, additional flexibility in dividing land for the purpose of platting and property transfer will provide additional for-sale housing choices at a lower price point increasing home buying opportunities for first-time homebuyers and homebuyers with lower home purchasing budgets; and

WHEREAS, by the proposed actions the City will comply with House Bill 2001 and its implementing administrative rules, Senate Bill 458, and the City's Equitable Housing Strategic Plan; and

WHEREAS, the City conducted public outreach to impacted groups and the community in general to gather input for updates to City code, plans, and regulations; and

WHEREAS, the City made especial effort to reach out to the Latinx community, a growing demographic in Wilsonville and historically underrepresented in public outreach, to enable the Latinx community to have a meaningful impact on the final updates; and

WHEREAS, the Planning Commission has held eight work sessions and the City Council has held five work sessions to help guide and shape the recommended updates; and

WHEREAS, the Wilsonville Planning Director, taking into consideration input and suggested revisions provided by the Planning Commission members and the public, submitted the proposed amendments to the Wilsonville Comprehensive Plan, Frog Pond West Master Plan, Villebois Village Master Plan, Old Town Neighborhood Plan, and Development Code to the Planning Commission as well as a legislative Zone Map Amendment, along with a Staff Report, in accordance with the public hearing and notice procedures that are set forth in Sections 4.012, 4.197, and 4.198 of the Wilsonville Code; and

WHEREAS, the Planning Commission, after 13,733 Public Hearing Notices were mailed, Public Hearing Notices were posted in various public places in City buildings, posted on the City's website and social media accounts, published in the Wilsonville Spokesman and emailed to impacted agencies and other interested parties, held a Public Hearing on September 8, 2021 to review the proposed amendments to the Wilsonville Comprehensive Plan, Legislative Master Plans, Old Town Neighborhood Plan, and Development Code, as well as a Zone Map Amendment, and other related actions, and to gather additional testimony and evidence regarding the proposal; and

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

WHEREAS, the Planning Commission has duly considered the subject, including the staff recommendations and all the exhibits and testimony introduced and offered by all interested parties.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wilsonville Planning Commission does hereby adopt the Planning Staff Report (attached hereto as Exhibit A) and Attachments, as presented at the September 8, 2021 public hearing, including the findings and recommendations contained therein and does hereby recommend that the Wilsonville City Council adopt the proposal as approved on September 8, 2021, by the Planning Commission; and

2. This Resolution shall be effective upon adoption.

ADOPTED by the Planning Commission of the City of Wilsonville at a regular meeting thereof this 8th day of September 2021, and filed with the Planning Administrative Assistant on

September 9, 2021.

  
Wilsonville Planning Commission

Attest:  
  
Shelley White, Administrative Assistant II

SUMMARY of Votes:

Chair Kamran Mesbah: Aye  
Vice Chair Jennifer Willard Aye  
Commissioner Olive Gallagher: Aye  
Commissioner Jerry Greenfield: Aye  
Commissioner Ron Heberlein: Aye  
Commissioner Breanne Tusinski Aye  
Commissioner Aaron Woods: Aye

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings 2021**  
**Items known as of 09/20/21**

**September**

Date	Day	Time	Event	Location
9/22	Wednesday	6:30 p.m.	Library Board	Library
9/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers
9/29	Wednesday	1:00 p.m.	Tourism Promotion Committee Meeting	Willamette River Room
9/30	Thursday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Willamette River Room

**October**

Date	Day	Time	Event	Location
10/4	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
10/12	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Willamette River Room
10/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
10/14	Thursday	6:00 p.m.	Parks and Recreation Advisory Board	Parks and Recreation Administration Building
10/18	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/25	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/27	Wednesday	6:30 p.m.	Library Board	Library

**Community Events:**

- 9/22** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online  
**9/29** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online  
**10/1** Bridge Group at the Community Center from 1:00 p.m. to 4:00 p.m.  
**10/2** Soccer Shots at the Memorial Park from 9:00 a.m. to 12:00 p.m.  
**10/4** Bridge Group at the Community Center from 1:00 p.m. to 4:00 p.m.  
**10/11** Library closed for Staff In-Service  
**10/20** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center  
**10/23** Bulky Waste Day from 9:00 a.m. to 1:00 p.m. at Republic Services  
**10/26** Bus on Shoulder Kick Off  
**11/11** City Offices closed in observance of Veterans Day  
**11/17** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center  
**11/20** Leaf Drop Off Day from 9:00 a.m. to 2:00 p.m. at City Hall  
**11/25 -11/26** City Offices closed in observance of the Thanksgiving Holiday



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> September 20, 2021	<b>Subject: Resolution No. 2919</b> Authorizing the City Manager to Enter into First Amendment to Ground Lease for Raw Water Pipeline with the Willamette Water Supply System Commission  <b>Staff Member:</b> Zachary Weigel, P.E. Capital Projects Engineering Manager  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

### Resolution No. 2919 Staff Report

Page 1 of 4

A City of Wilsonville Resolution approving the First Amendment to Ground Lease for Raw Water Pipeline with the Willamette Water Supply System Commission, amending the right-of-way enhancement projects and deficiencies project list.

**EXECUTIVE SUMMARY:**

The Willamette Water Supply System (WWSS) Commission, an Oregon intergovernmental entity formed by Tualatin Valley Water District (TVWD), the City of Hillsboro, and the City of Beaverton is developing an additional, resilient water supply for Washington County. The new water supply consists of raw water intake improvements at the Willamette River Water Treatment Plant in Wilsonville, currently under construction. From there, raw water is to be pumped to the WWSS Water Treatment Plant, a new, seismically resilient water treatment plant near the intersection of SW 124<sup>th</sup> Avenue and SW Tualatin-Sherwood Road. A new 66-inch diameter pipeline will carry the raw Willamette River water from the intake structure, through Wilsonville, to the new WWSS treatment plant along the route depicted in **Attachment 1**.

On May 1, 2017, Wilsonville City Council approved Resolution No. 2628 authorizing the City Manager to enter into a Ground Lease Agreement (**Attachment 2**) with the WWSS Commission in which the City leased land along an agreed upon route for a period of 99 years to place underground the 66-inch diameter raw water pipeline. As additional consideration, the Ground Lease Agreement includes six (6) significant infrastructure improvements, referred to as Right-of-Way Enhancement Projects and Deficiencies (Enhancement Projects). These projects are needed City infrastructure improvements along the raw water pipeline route to be constructed as part of the WWSS project. These projects include:

1. Truck turning radius improvements at the northeast corner of Wilsonville Road and Kinsman Road (including correction or construction of curb ramps to meet ADA standards at all intersection corners).
2. Truck turning radii at the northeast and northwest corner of Boeckman Road and 95<sup>th</sup> Avenue (including correction or construction of curb ramps to meet ADA standards).
3. Correct curb ramps at all intersection ramps along the pipeline route to meet ADA standards.
4. Sidewalk infill on west side of 95<sup>th</sup> Avenue (approximately 500 feet) and associated street tree replacement.
5. Sidewalk infill on south side of Ridder Road (approximately 1700 feet).
6. Streetlight infill on 95<sup>th</sup> Avenue, just north of the intersection of 95<sup>th</sup> Avenue and Ridder Road.

Since entering into the Ground Lease Agreement in 2017, City staff in coordination with WWSS have identified public infrastructure deficiencies along the raw water pipeline route that have become high priority and include:

- Remove and replace broken or damaged concrete panels on SW 95<sup>th</sup> Avenue between Boeckman Road and Ridder Road. The concrete roadway panels along 95<sup>th</sup> Avenue have experienced rapid and significant deterioration over the last four years, necessitating urgent, extensive rehabilitation to continue safe vehicular travel through this important roadway corridor.

- Extend City fiber optic infrastructure along SW 95<sup>th</sup> Avenue between Boeckman Road and Ridder Road. The 95<sup>th</sup> Avenue corridor is an important link in extension of the City's fiber network.

In order to offset addition of these priority infrastructure projects to the Ground Lease Agreement Enhancement Projects, City staff, in coordination with WWSS, identified lower priority Ground Lease Enhancement projects of similar cost to be removed. These projects include:

- Project 2 - Northeast corner turning radii of Boeckman Road and 95<sup>th</sup> Avenue. The larger roadway width along the east leg of Boeckman Road due to the right turn lane, provides satisfactory truck maneuvering than what exists for the west leg of Boeckman Road.
- Project 4 – Sidewalk infill on west side of 95<sup>th</sup> Avenue. Sidewalk at this location will be constructed as part of private development of the adjacent lot (Shredding Systems Inc.) and will be completed prior to the raw water pipeline construction.
- Project 5 – Sidewalk infill on south side of Ridder Road. The gap in sidewalk on the south side of Ridder Road fronts a large power station property owned and maintained by the United States government (BPA). The power station has little need for pedestrian access to the site. For pedestrians traveling through, east-west on Ridder Road, the north side of street has a continuous sidewalk along the raw water pipeline route. As a result, addition of sidewalk on the south side of Ridder Road is considered a low priority.

An amendment to the Ground Lease Agreement is needed to modify the Right-of-Way Enhancement Projects and Deficiencies project list. Therefore, the First Amendment to the Ground Lease for Raw Water Pipelines is attached as **Exhibit A** to the Resolution. The WWSS Commission approved this first Ground Lease Agreement Amendment at their meeting on September 2, 2021.

#### **EXPECTED RESULTS:**

The WWSS Commission will construct the raw water pipeline through an agreed upon route in Wilsonville, which will cause disruption to the community. In exchange, however, Wilsonville will receive a significant benefit in terms of infrastructure improvements that WWSS will make as part of their raw water pipeline construction project. The amendment to the Ground Lease Agreement will ensure that high priority infrastructure deficiencies are corrected as part of the raw water pipeline construction.

#### **TIMELINE:**

Construction of the remaining raw water pipeline, referred to as PLM\_1.3, and the Ground Lease Enhancement projects is anticipated to begin Q1 of 2022 and take two years to complete.

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

There are no current year budget impacts resulting from the Amendment to the Ground Lease Agreement.

#### **FINANCIAL REVIEW:**

Reviewed by: KAK Date: 9/08/2021

**LEGAL REVIEW:**

Reviewed by: BAJ Date: 9/14/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The WWSS is implementing a robust and inclusive public outreach process for the construction of the raw water pipeline and enhancement projects, including regular stakeholder and interested citizen meetings, newsletter updates, and coordination with Wilsonville public information staff.

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

Construction of the raw water pipeline will result in temporary traffic congestion and delays through the City as the project continues along the planned alignment. This inconvenience is offset by the regional need for this facility and the Enhancement Projects that WWSS will be constructing, improving City infrastructure that directly benefits the citizens of Wilsonville.

**ALTERNATIVES:**

Reject the Amendment to the Ground Lease Agreement, leaving the current Right-of-Way Enhancement Projects and Deficiencies project list unaltered. This option is not recommended, as the City will need to plan and fund a capital improvement project to rehabilitate the deficient concrete roadway panels on 95<sup>th</sup> Avenue in the immediate future.

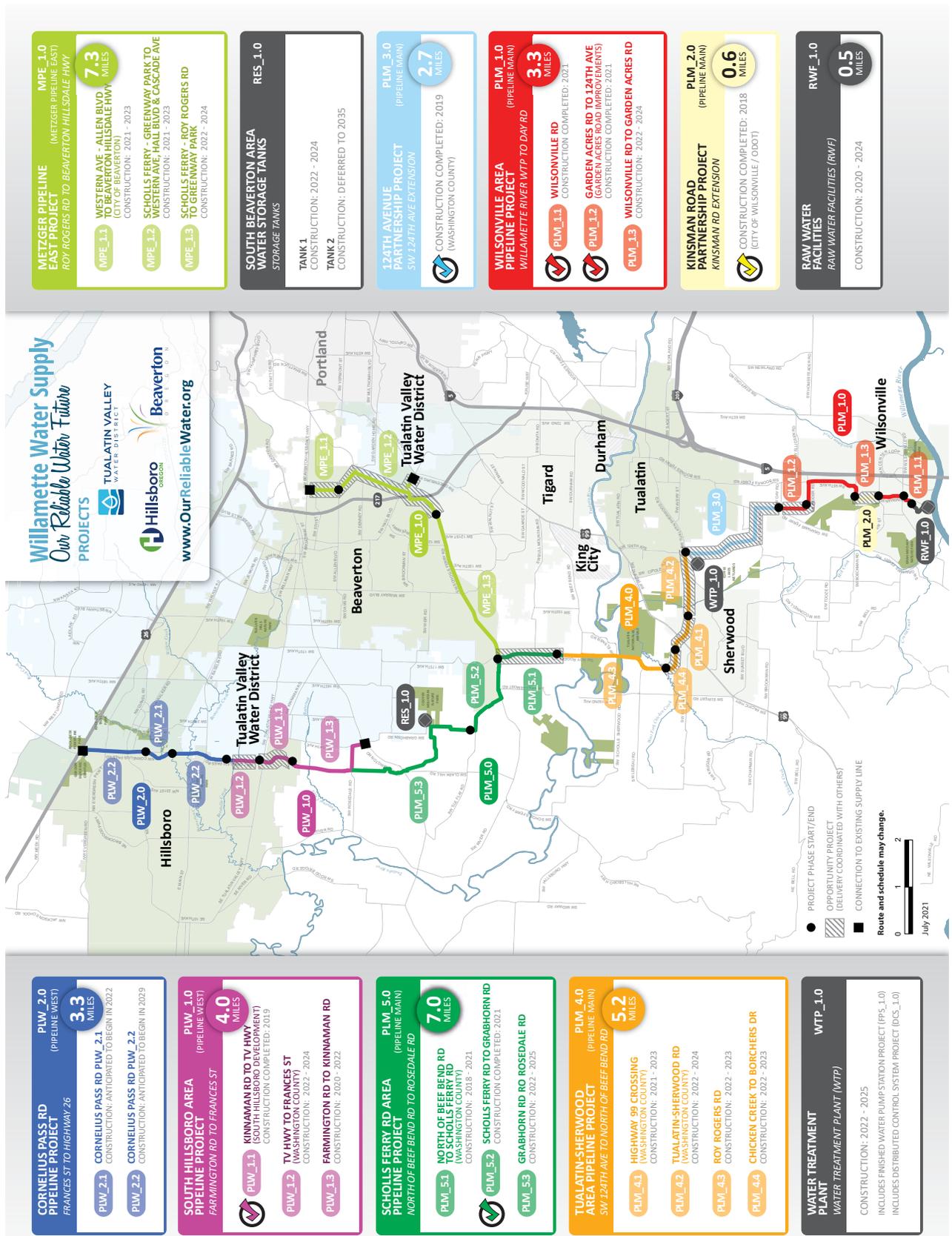
**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Raw Water Pipeline Route Map
2. Ground Lease for Raw Water Pipeline
3. Resolution No. 2919
  - A. First Amendment to Ground Lease for Raw Water Pipeline

# ATTACHMENT 1



**Ground Lease  
for  
Raw Water Pipeline**

**BETWEEN**

**CITY OF WILSONVILLE**

**CITY OF HILLSBORO**

**TUALATIN VALLEY WATER DISTRICT**

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## **GROUND LEASE FOR RAW WATER PIPELINE**

This Ground Lease (the “Lease” or “Agreement”) is entered into effective the 21<sup>st</sup> day of March 2018 (the “Effective Date”), by and between the **City of Wilsonville**, a duly chartered home rule municipal government of the State of Oregon (hereinafter referred to as “Lessor”), the **City of Hillsboro**, a duly chartered home rule municipal government of the State of Oregon, and the **Tualatin Valley Water District** (“TVWD”), a duly organized water supply district under Oregon Revised Statutes (ORS) Chapter 264 (hereinafter jointly and severally referred to as “Lessee”), for a raw water transmission pipeline under the following terms, conditions, and limitations. Lessor and Lessee may be collectively referred to as the “Parties” or individually as a “Party.”

### **RECITALS**

- A.** The Parties are authorized to enter into this Lease under the authority of ORS Chapter 190, ORS 271.310, and ORS 271.380.
- B.** The Parties have undertaken arm’s length negotiations with regard to the rents, terms, and conditions of this Lease and, given the respective public interests to be furthered, and taking into consideration the various circumstances, are satisfied that the terms and conditions are reasonable and rational given the impacts and benefits to be incurred.

NOW, THEREFORE, incorporating the above Recitals as if fully set forth below, the Parties agree as follows:

### **AGREEMENT**

#### **1. PROPERTY**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the land described in **Section 2** to construct, reconstruct, operate, maintain, repair, replace, and remove a pipeline and necessary appurtenances for the transportation of raw water from the Willamette River to a treatment facility outside the City of Wilsonville, subject to all the terms, conditions, and provisions of this Lease.

#### **2. DESCRIPTION OF LEASE AREA AND PROJECT AREA**

2.1. **Lease Area.** The leased property (“Lease Area”) is generally described as an area of subsurface land that begins in an area that, unless allowed otherwise in accordance with **Section 3.3**, will be a minimum of eight (8) feet below ground surface, is twelve (12) feet wide, and can range in depth from fourteen (14) to twenty-one (21) feet from the surface in order to house a 66 inch pipeline, together with such land as described below to reasonably accommodate appurtenances such as vent pipes, meters, vaults, and their screening, as may be required by Lessor

under its regulations or otherwise agreed to by the Parties. The minimum depth may be adjusted by Lessor, as provided in **Section 3.3**. See **Section 2.4** for a more detailed description of the Lease Area.

2.2. **Project Area.** The Project Area is composed of the following: Lease Area and all of the area located above it, plus Temporary Construction Areas during any given period of construction (“Project Area”). The Project Area, like the Lease Area, will expand as the construction progresses.

2.3. **Temporary Construction Areas.** At the time 30% construction plans required for initial construction, or for any subsequent maintenance, repair, reconstruction, or removal, are submitted by Lessee to Lessor for Lessor’s approval, Lessee shall request use of any needed reasonable adjacent area, which shall be added to the Project Area, for the temporary time to conduct construction, maintenance, repair, reconstruction, or removal of the pipeline and any appurtenances and screening. Lessor’s approval of the area shall not be unreasonably withheld, provided such area is located adjacent to the Project Area and does not interfere with Lessor’s use of the area or with any other third party’s use of the area with a prior right to use the requested area. Upon Lessor’s approval, the area shall be included in the Project Area. Such approval shall not be deemed a waiver of any other condition or obligation regarding construction, maintenance, repair, reconstruction, or removal as provided for in this Lease.

2.4. **Description and Location of Lease Area.** The pipeline route map within the City of Wilsonville provides a general overall location of the Lease Area and Project Area. The map is marked **Exhibit A**, attached hereto, and incorporated by reference as if fully set forth herein. The City of Tualatin and Lessor have reached a preliminary agreement on a northern boundary between the two cities, along the centerline of the proposed Basalt Creek Parkway. Subject to the final approval of the boundary agreement between the two cities, the northern terminus of the pipeline within Wilsonville is anticipated to be at the intersection of the Basalt Creek Parkway and Grahams Ferry Road. The southern terminus is intended to extend beyond the intersection of Wilsonville Road and Kinsman Road to tie into a raw water pipeline to be constructed over, under, and across the Willamette River Water Treatment Plant (“Treatment Plant”) site. The exact route and depth between the Treatment Plant site and the intersection of Wilsonville Road and Kinsman Road is being planned. Therefore, the Parties agree that at the time the proposed as-built plans are submitted to Lessor for the constructed pipeline and its appurtenances, Lessee shall also submit to Lessor a metes and bounds description of the Lease Area, prepared by a surveyor registered and licensed to do business in the State of Oregon. This legal description, together with the as-built plans showing the location of the pipeline and the appurtenances, will be marked as **Exhibits B and B-1**, considered as if attached hereto, and incorporated by reference as if fully set forth herein.

2.5. **Private Easement Areas.** Lessee has or will acquire certain private easement rights for Lessee’s pipeline and appurtenances within the City of Wilsonville, along certain parts of the route described in **Exhibit A**. Lessee shall use best efforts to provide Lessor with a copy of such easements, but inadvertent failure to do so shall not be deemed a violation of this Lease.

2.6. **Willamette River Water Treatment Plant Site.** The raw water pipeline segment over, under, and across the Treatment Plant site referenced in **Section 2.4** is not a part of the Lease

Area and is being addressed in a separate agreement by the Parties. Additionally, Lessor will require a right-of-way dedication for an extension of Kinsman Road through a portion of the Treatment Plant site for the future Boones Ferry Road to Brown Road east-west connector road and the Kinsman Road extension to the connector road. TVWD and Lessor, as joint owners of the Treatment Plant site, agree to execute a roadway dedication to the City of Wilsonville, with the location to be coordinated, determined, surveyed, and dedicated on or about September 1, 2018.

### 3. **PURPOSE AND LIMITATIONS ON USE OF LEASE AREA**

3.1. **Permitted Use.** Lessee may install, operate, maintain, repair, replace, and remove one pipeline, to be owned and operated by Lessee at all times, with a maximum diameter of 66 inches, and a pressure range to be provided as soon as it can reasonably be calculated by Lessee. The pipeline shall only be used for the transportation of raw water from the Willamette River at the current point of diversion of the Treatment Plant intake supply facility. Lessee represents that the pressure will be significantly less than the pressure that would be required for treated water flow. Excepting appurtenances as otherwise described in this Lease, all of the pipeline located on Lessor's property must be located within the Lease Area.

3.2. **Compliance with Laws and Regulations.** Lessee will comply with all applicable laws, ordinances, rules, and regulations of the United States, State of Oregon, City of Wilsonville, County of Clackamas, County of Washington, and all other government authorities with jurisdiction over the Project Area, including, but not limited to, local fire codes, zoning regulations, and occupancy codes.

3.3. **Depth.** Lessor retains sole discretion to approve the depth of the pipeline based on current and future planned utility lines, allowing for reasonable conservative separation of lines to allow for installations, repairs, replacements, and removals. Except as otherwise provided herein, the top of the pipeline shall be a minimum of eight (8) feet from the surface (after construction and settlement), or the minimum depth as may be required by any applicable regulation, whichever is greater. Notwithstanding the foregoing, Lessor is aware that several existing utility lines may conflict with this minimum eight (8) foot depth. Therefore, in all cases, Lessee's pipeline must be located below existing water, sanitary, and storm utilities that cross the proposed alignment for the pipeline. Where the pipeline and Lease Area run parallel with existing utilities, pipeline installation depth and location must conform to the minimum depths specified herein, or with other depth and separation distance criteria as found in the City of Wilsonville Public Works Standards, if greater. Additionally, Lessor has planned deep sewer extensions in Garden Acres Road, Grahams Ferry Road, and Day Road that may conflict with the proposed general alignment and depth criteria of the Lease Area. Therefore, during preliminary design of the pipeline within or impacting these three (3) roads, Lessee must work with Lessor to coordinate pipeline design efforts to be consistent with the Lessor's planned utilities and must either modify the installed depth in these areas, as approved in writing by Lessor, as needed for the future gravity sewer lines serving the planned new developments in the Basalt Creek and Coffee Creek Planning Areas, or adjust the location of the pipeline within these segments of the right-of-way. This project and others will be addressed as provided in **Section 7.33**. Finally, there may be segments of the pipeline where the Parties mutually agree, in writing, that the depth can be less than the minimum eight (8) feet, and that will be determined during Lessor's design and plan review, as described in **Section 7.5**; provided, however,

that Lessor expects that the pipe, for the most part, should be at a generally consistent depth level. Once Lessor has approved the depth of any segment of the line, Lessor and Lessee shall both be entitled to rely upon that depth approval and it will not be changed without mutual agreement of both Parties.

3.4. **Appurtenances.** There shall be no surface or subsurface appurtenances to the pipeline (including, but not limited to, valves, vent pipes, meters, screens, fences, or signs) other than as specifically provided in 90% construction plans approved, in writing, by Lessor, or as otherwise agreed to by the Parties, in writing.

3.5. **Other Uses and Easements.** The Lease Area shall be used by Lessee only for the purposes set forth in this Lease. No other uses are allowed. Lessor may lease or grant easements, franchise agreements, or other rights of use to other parties or to itself over, along, under, or across the Lease Area (“Other Allowed Uses”); provided, however, such Other Allowed Uses do not materially interfere with Lessee’s Permitted Use. To the extent there are existing ingress and egress accesses and/or existing leases, easements, or franchises over, under, along, across, or above the Lease Area, Lessee shall locate and construct its pipeline in a manner that will not interfere with those existing uses. If Lessee damages any other utilities or improvements located within the Project Area or any Temporary Construction Areas, Lessee must immediately repair such damage, at Lessee’s expense. Lessor will not be responsible for any delay caused by another utility located within or about the Lease Area. One of the purposes of the eight (8) foot depth from the surface for the pipeline is in recognition of existing road surface and subsurface and that other utility services may exist or may need to be provided for over and across the Lease Area to service adjacent development. Lessor shall notify Lessee, in writing, of any such proposed additional use. Lessee shall provide to Lessor, within fifteen (15) Business Days of receipt of the notice, Lessee’s written consent, which shall not be unreasonably withheld. If Lessee objects, Lessee will provide a written statement as to why the proposed additional use will interfere with Lessee’s Permitted Use and will also indicate if Lessee believes there are any conditions that could be imposed that would allow Lessee to approve the other use, subject to those suggested conditions. If Lessee does not respond within the fifteen (15) Business Days, Lessee will be deemed to have consented to the proposed additional use, which will then be considered an Other Allowed Use. In the event of a disagreement, the Parties shall follow the dispute resolution process set forth in **Section 15**. Lessee shall have no right to provide additional leases, subleases, easements, or grants of use of any kind to the Lease Area; provided, however, this prohibition does not prevent Lessee from selling or otherwise transferring all or a portion of its right, title, and interest in the pipeline and Lease Area to another governmental entity, upon notice to Lessor and assumption of this Lease by such other governmental entity. In such case, Lessee shall be required to follow the assignment process set forth in **Section 20.2**.

3.6. **Lessor’s Use of Lessor’s Property.** Lessor retains, reserves, and shall continue to enjoy use of all of Lessor’s properties not located within the Lease Area, including the Project Area. If Lessor shall become owner of all or any part of any property where the pipeline is located, then any such property shall become a part of the Lease Area and subject to the terms and conditions of this Lease. Lessee shall execute all instruments that may be necessary or appropriate to effectuate this additional area’s inclusion in this Lease. Lessor reserves the right for the Lessor’s public purposes, at Lessor’s expense, to relocate the Lease Area or any part of the Lease Area and the

pipeline installed therein; provided that relocation can be accomplished to Lessee's satisfaction, that any disruption is minimal and without loss of service, and the relocated Lease Area and pipeline can be reasonably used for its intended purpose by Lessee. Lessor may exercise this right by giving Lessee a minimum of one hundred eighty (180) calendar days' prior written notice of the intention to relocate any portion of the Lease Area and pipeline and to coordinate a relocation plan with Lessee.

#### 4. **TERM**

The term of this Lease shall commence on the Effective Date of this Lease, and terminate on June 30, 2115 ("Expiration Date").

#### 5. **RENT FOR TRIPLE NET LEASE**

5.1. **Rent.** Rent in the sum of Seventeen Million One Hundred Eighty-Four Thousand One Hundred Twenty-Seven Dollars (\$17,184,127) shall be paid as follows:

5.1.1. Retroactive to July 1, 2016, Lessee shall pay to Lessor annual rent of One Hundred Seventy-Three Thousand Five Hundred Seventy-Seven Dollars (\$173,577), due in advance each July 1, up to and including July 1, 2025. In recognition of the prior Memorandum of Agreement between the Parties that allowed a segment of the pipeline to be constructed as part of the Kinsman Road extension project construction to proceed in advance of this Agreement, and in acknowledgment that this Agreement satisfies the Memorandum of Understanding as to user fee charges, the Construction Period for purposes of the Lease Term shall run from July 1, 2016 (the "Commencement Date") through June 30, 2026. The first Rent payment, for July 1, 2016, is due and payable within thirty (30) days of the Effective Date.

5.1.2. On or before July 1, 2026, the remaining balance of the Rent shall be prepaid to Lessor in the sum of Fifteen Million Four Hundred Forty-Eight Thousand Three Hundred Fifty-Seven Dollars (\$15,448,357) ("Lump Sum"). Payment of the amounts set forth in **Subsections 5.1.1 and 5.1.2** shall constitute all of the Rent due for the Lease Area, including any land where Lessor's pipeline is already located that may be acquired by Lessor in the future.

5.2. **Triple Net Lease.** This is a triple net lease, meaning Lessor will have no responsibility to make any expenditure in conjunction with the Lease Area. Lessee is responsible to pay any taxes, as set forth in **Section 5.10**, insurance, utilities, repairs, replacements, or any other costs associated with the Lease Area.

5.3. **AS IS.** The Lease Area is being leased in absolute AS IS condition and subject to other utilities and improvements located within the Lease Area. Lessor is not responsible for any site condition, including, but not limited to, any environmental site conditions encountered by Lessee in its construction, except as otherwise provided in **Section 11.2**. Lessee will be responsible for reporting any such conditions and remediating any such site conditions in accordance with state and federal law, at Lessee's expense.

#### 5.4. **Additional Consideration.**

5.4.1. Lessee will be investing in seismic upgrades to the Treatment Plant site to protect its respective share of raw water intake facilities (“Intake Facilities”). Lessor owns a portion of the Intake Facilities. The site is currently owned by Lessor and TVWD. The Parties agree that Lessee shall undertake the seismic upgrade work, that the seismic upgrade work shall be completed by July 1, 2026, and that Lessee shall pay the entire cost of the upgrade, including Lessor’s entire share. Lessor will cooperate with Lessee, as reasonably requested by Lessee, to obtain federal and state grants to help fund the costs of the seismic upgrade.

5.4.2. Lessee also agrees to make those right-of-way enhancements commensurate with pipeline construction, as described in **Section 7.29** and City of Wilsonville requirements set forth in the **Public Works Plan Submittal Requirements and Other Engineering Requirements Revised for Willamette Water Supply Program Plan Submittals** (and any subsequent amendments thereto), attached hereto as **Exhibit C** and incorporated by reference as if fully set forth herein. In return, Lessor shall limit its public works permit fees to actual costs plus eight percent (8%).

5.4.3. Lessor and TVWD agree that Section 6.1 of the *Agreement Regarding Water Treatment Plant Design, Construction, Operation, and Property Ownership*, dated July 6, 2000, by and between the City of Wilsonville and Tualatin Valley Water District, shall be amended to provide that Wilsonville shall be designated as the managing owner, with full operation and control of the Treatment Plant that is the subject thereof, as more particularly set forth in that amendment to be entered into contemporaneously herewith. Additionally, a separate agreement shall be entered into by the Parties and other municipal parties concerning the governance, management, cost-sharing, operation, maintenance, repair, and replacement of the Intake Facilities prior to construction of the Intake Facilities.

#### 5.5. **Security Deposit.**

5.5.1. Amount of Security Deposit. Upon execution of this Lease, Lessee will deposit with Lessor, and continuously maintain, a “Security Deposit” in the amount of Five Hundred Thousand Dollars (\$500,000) through final completion of the pipeline until it is placed into use and has been in use for a period of one (1) full year, and until full payment of all Rent has been received by Lessor, in the form set forth in **Subsection 5.5.3** below. Thereafter, the Security Deposit will be required to be reinstated in the event of a material violation of this Lease which is not promptly corrected by Lessee, as provided in **Subsection 13.1.1, 13.1.2, or 13.1.3.**

5.5.2. Increase in Security Deposit Based on Changes in Index. Five (5) years from the Effective Date, and every ten (10) years thereafter, the Security Deposit will be increased by a percentage equal to the percentage increase in the CPI-U, as defined in **Subsection 5.5.5**, measured from the Effective Date.

5.5.3. Form of Security Deposit. The Security Deposit must be in the form of a continuously maintained irrevocable standby letter of credit (the “Letter of Credit”), drawn on a bank reasonably acceptable to Lessor, in a form reasonably acceptable to Lessor, and with drawing instructions reasonably acceptable to Lessor.

5.5.4. Use of Security Deposit. The Security Deposit secures Lessee’s full and faithful performance and observance of all of Lessee’s obligations under this Lease and under any other written agreement between Lessee and Lessor specifically referring to the Security Deposit. Lessor may, but will not be obligated to, after ten (10) Business Days’ advance written notice is delivered to Lessee in accordance with **Section 18**, draw on and apply the Security Deposit to: (a) pay any delinquent Rent not paid within the applicable time period; and/or (b) remedy any violation of this Lease Lessee has failed to timely cure, as provided in **Subsection 13.1.3**. Lessor may additionally draw on the entire Security Deposit immediately, without notice to Lessee, upon receipt of a notice of nonrenewal of the Letter of Credit. If Lessor applies any of the Security Deposit to any of the above, Lessee will, immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, any Security Deposit then in effect may be cancelled within thirty (30) days after the Expiration Date or earlier termination of this Lease and delivery of the restored Lease Area back to Lessor, including removal of the pipeline, as described in **Section 12**. However, if a reasonable question exists concerning Lessee’s full compliance with this Lease, or if there is any obligation under this Lease to be performed after the Expiration Date or earlier termination of this Lease, Lessor may require that the Security Deposit remain in place until Lessor is satisfied that there has been no violation of this Lease and all obligations due under this Lease have been fully performed, even if it takes Lessor longer than thirty (30) days to make such a determination to Lessor’s reasonable satisfaction.

5.5.5. Consumer Price Index. The Consumer Price Index Rate will be an amount calculated by increasing the then-current Security Deposit amount by a percentage equal to Lessor’s calculation of the percentage change over the period from the Commencement Date to the Adjustment Date of the “Consumer Price Index—U.S. City Average for all Items for All Urban Consumers (1982 through 1984=100)” published in the *Monthly Labor Review* by the Bureau of Labor Statistics of the United States Department of Labor (“CPI-U”), using the CPI-U most recently published sixty (60) days before the Adjustment Date as the ending date of the adjustment period. In the event that the change in the CPI-U for the relevant period decreases, the Security Deposit will remain unchanged. If this Index is no longer in use, then the index or like measuring device as designated by the United States Government shall apply.

5.6. **Late Charge.** If Lessee fails to pay any Rent required to be paid under this Lease within ten (10) Business Days after it is due, Lessor may elect to impose a late charge of the higher of twelve percent (12%) of the overdue payment or the highest rate allowed by Oregon law at the time the payment becomes past due. Lessor’s election not to impose a late charge in any instance does not waive Lessor’s other rights and remedies for the late payment nor Lessor’s right to later charge and collect a late charge for the late payment or any other overdue amount. Acceptance of payment of a late charge by Lessor will not constitute a waiver of Lessee’s default with respect to

the overdue amount in question, nor will it prevent Lessor from exercising any other rights or remedies granted under this Lease, by law or in equity.

**5.7. Lessee's Payment of Rent.** Lessee's payment of Rent does not constitute a waiver of Lessee's right to allege default by Lessor or otherwise preclude Lessee from seeking enforcement of Lessor's obligations or exercising any other right or remedy granted under this Lease, by law, or in equity.

**5.8. Time and Place of Payments.** Lessee will pay Rent to Lessor, in advance, as set forth in this **Section 5**, without abatement, deduction, or offset. Rent will be paid on or before the due date. Payment of all Rent will be made to Lessor, Attention Finance Director, to the address set forth in **Section 18** or such other place as Lessor may designate in accordance with the requirements of **Section 18**.

**5.9. Partial Payment of Rent.** Lessor's acceptance of a partial payment of Rent does not constitute a waiver of any Event of Default (defined in **Section 13**), nor does it prevent Lessor from exercising any of its other rights and remedies granted to Lessor under this Lease, by law or in equity. Any endorsements or statements on checks of waiver, compromise, payment in full, or any other similar restrictive endorsement will have no legal effect. Lessee will remain in violation of the rental terms of this Lease and will remain obligated to pay all Rent due, even if Lessor has accepted a partial payment of Rent. Acceptance of a late but full payment of Rent, including all interest and late charges, will constitute a waiver and satisfaction of that late payment only, and does not constitute a waiver of any rights related to any other late payment, violation, or other Default under this Lease.

**5.10. Taxes.** In the event any real or personal property taxes are imposed upon Lessor or Lessee by any governmental body, other than Lessor, by reason of the pipeline or this Lease, Lessee shall assume and pay all such taxes. Lessee agrees to pay, on or before the date they become due, all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Lease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority (other than Lessor) on the Lease Area, any interest of Lessee acquired under this Lease, or any possessory right that Lessee may have in or to the Lease Area or Project Area by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or other charges on all property, real or personal, owned or leased by Lessee in or about the Lease Area (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. To the extent that Lessee qualifies for tax-exempt status with regard to any Taxes described herein, Lessee may apply for an exemption; however, until a written exemption is obtained and presented to Lessor, Lessee will pay all Taxes due under this **Section 5.10**. If Lessee fails to pay Taxes before any delinquency, then, in addition to all other remedies set forth in this **Section 5.10**, Lessor will automatically have the right, but not the obligation, to pay the Taxes and any interest and penalties due thereon, any time after Lessor gives Lessee ten (10) Business Days' written notice that Taxes are past due and Lessee continues to fail to pay the past due Taxes within that ten (10) Business Day period. Lessee will immediately reimburse Lessor for any sums so paid.

## 6. OPTION TO NEGOTIATE NEW LEASE

If the pipeline is still in good, safe condition and repair and if the pipeline continues to be in continuous and primary use for its intended purposes, then commencing July 1, 2096, and continuing through December 31, 2096, Lessee may notify Lessor, in writing, that Lessee wishes to enter into negotiations for a new ground lease. Lessor shall then set a date, within sixty (60) days of the date of the written notice provided by Lessee, to begin negotiations for a new lease. The Parties shall have until June 30, 2099 to reach agreement on a new lease and, if agreement is reached, the new lease must be fully executed on or before the Expiration Date of this Lease.

## 7. LESSEE OBLIGATIONS DURING CONSTRUCTION

7.1. **Lessor's Project Manager.** Lessor's current Project Manager is Nancy Kraushaar. Lessor shall give Lessee prompt written notice of any redesignation of its Project Manager. In addition to a Project Manager, Lessor may have a full time construction oversight inspector on site (On-Site Inspector) and if Lessor elects to do so, Lessor will supply Lessee with contact information for the On-Site Inspector.

7.2. **Lessee's Project Manager.** Lessee's current Project Manager is Mike Britch, P.E. In the event that Lessee's Project Manager is changed, Lessee shall give Lessor prompt written notification of such redesignation.

7.3. **Project Authority.** In the event Lessor or Lessee receives any communication from the other that is not directly from the Project Manager, the Party receiving the communication shall request verification from the other Party's Project Manager, which verification must be promptly furnished. In the event of any dispute or disagreement with any observation of the On-Site Inspector, however, such dispute will be communicated to and addressed by Lessor's Project Manager.

7.4. **Project Schedule.** Lessee shall provide Lessor with a projected overall construction schedule for the pipeline that identifies the preliminary schedule for design and construction of all discrete segments or phases. The overall construction schedule shall also identify Lessee's desired sequencing of any segments or phases, i.e., which segments or phases need to come before any subsequent segments or phases and the estimated time period which Lessee forecasts will be required to complete the design and construction of the discrete segments or phases. Because of its speculative nature, the overall construction schedule is intended for planning purposes only and is not intended to be binding. Lessee shall periodically update the overall construction schedule and provide Lessor with a copy.

7.5. **Lessor Plan Review.** In accordance with Lessor's regulations and then current Public Works Standards, Lessor shall have the right to review, comment on, approve, or disapprove Lessee's design plans at 30%, 60%, and 90%, and final construction plans and specifications. If disapproved, Lessor will provide the reasons for disapproval and any suggested revisions. During such plan review, Lessor may agree, in writing, to a change in the minimum pipe depth of eight (8) feet if Lessor, in its sole discretion, determines that allowing a lesser depth will not adversely impact other projects or utilities.

**7.6. Removal of Trees, Landscaping, Utilities, and Structures.** Prior to any activity that changes the condition of trees, landscaping, utilities, stormwater flow, or structures in the Project Area (“Impacted Improvements”), Lessee shall provide Lessor a written accounting for each Impacted Improvement. Lessee shall identify such Impacted Improvements at the 30% plan stage and account fully for the Impacted Improvements at the 90% plan stage. For trees, Lessee shall provide Lessor with a description of each affected tree by type and diameter (above three (3) inches diameter only, measured three (3) feet from ground level), and structure by dimension and description. Lessee shall compensate Lessor or the applicable damaged utility for the damage or loss to any Impacted Improvement at current market value. Lessee shall compensate the owner of any structure for the loss of any structure prior to its removal or being damaged, in an amount to be determined by a qualified independent appraiser, at Lessee’s expense. Any tree deemed by Lessor to be a significant tree under Lessor’s regulations shall not be removed and shall be protected, with oversight by an arborist approved by Lessor. Any tree that is not significant will be mitigated for in accordance with Lessor’s then current tree removal ordinance.

**7.7. Fences, Drains, and Dewatering.** Lessee shall construct and maintain appropriate temporary fencing and provisions for maintaining drainage during the period of construction so uses conducted on property adjoining the Project Area can be maintained; this will include temporary fencing to contain animals, ditches, drain lines, and/or low impact drainage facilities to allow surface water drainage, and the like. Upon completion of construction, any fences, ditches, and drains will be reinstalled in a manner and condition equal to or better than that existing prior to construction. Lessee shall comply with all construction dewatering requirements and shall be responsible for all sediment control and stream contamination, as more particularly set forth below.

**7.8. Work Standards.** Lessee shall supervise and direct all design and construction regarding the pipeline. Lessee shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the design and construction of the pipeline. Lessee shall evaluate the jobsite safety within the Project Area throughout construction and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If Lessee determines that such means, methods, techniques, sequences, or procedures may not be safe, Lessee shall give written notice to Lessor no later than three (3) days after Lessee’s determination and shall not proceed with that portion of the design or construction of the pipeline until Lessee makes the jobsite safe. Notwithstanding the foregoing, Lessee further has the duty to Lessor to ensure that all activities conducted in the Project Area are in accordance with good, workmanlike standards in the industry, and in accordance with the terms of this Agreement and Lessor’s Public Works Standards. Lessor’s Public Works Standards and the provisions of this Lease must be adhered to at all times. With respect to construction work at the intersection of Kinsman Road and Wilsonville Road, including making the improvements described in **Section 7.29(1)**, restricted open trench construction will be allowed by Lessor, in accordance with the following City Engineer directive pertaining to temporary traffic control and lane closures: All construction shall occur between the hours of 8:00 p.m. and 5:00 a.m. and, during that time, Wilsonville Road must remain open to vehicles with at least one lane in each direction at all times. The contractor will be permitted to place both directions of traffic on one side of the road, allowing half of the road to be closed at a time. A limited duration closure that occurs between the hours of 9:00 a.m. and 3:00 p.m.; construction that

keeps one lane open with flaggers; or a full nighttime road closure with detour will be considered for approval by the City Engineer on a case by case basis.

**7.9. Construction in the Project Area and Temporary Construction Areas.** All construction within the Project Area and Temporary Construction Areas shall be in compliance with all applicable City of Wilsonville Public Works Standards, as they may be amended from time to time, unless otherwise provided in any permit issued by Lessor. The Public Works Standards are incorporated by reference as if fully set forth herein. Prior to performing any construction or maintenance in the Project Area, Lessee shall apply for and obtain all necessary permits, including a City of Wilsonville public works permit. Except as otherwise provided in this Lease, Lessee shall pay, prior to issuance, all applicable fees of the requisite permits and give appropriate notices to any licensees or permittees of Lessor or other utility service providers which may be affected by the proposed construction. To obtain a permit to construct or maintain in the Project Area, plans shall be submitted to Lessor that comply with the Wilsonville Public Works Plan Submittal Requirements as illustrated in **Exhibit C – 2016 Public Works Plan Submittal Requirements and Other Engineering Requirements Revised for Willamette Water Supply Program Plan Submittals**; provided the requirements in effect at the time of plan submittal will apply.

**7.10. Emergency Repairs.** In the event that emergency repairs are necessary, Lessee shall immediately notify Lessor of the need for such repairs. Lessee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than seventy-two (72) hours after discovery of the emergency. Lessee shall comply with all applicable Lessor regulations relating to such excavations or construction, including the payment of permit or license fees. Any temporary repairs made shall be permanently repaired by Lessee as expeditiously as possible. Lessee will make a good faith effort to make permanent repairs within a time period of one hundred twenty (120) days from the date of temporary repairs being performed unless the Parties otherwise agree in writing to extend the period. If Lessee fails to immediately make any needed repairs that, without being made, would impede the right-of-way, endanger public health or safety, or could result in damage to the Project Area, other Lessor property, or private property, Lessor shall have the right, but not the obligation, to make the repair. If Lessor elects to make the repair, and there is time, Lessor will notify Lessee of its intent to make the emergency repair by calling the emergency number provided in **Section 18.2** and leaving a message for Lessee, and charge Lessee Lessor's actual cost of making the repairs, which shall bear interest at the then current judgment rate of interest until paid in full. If Lessor makes emergency repairs as provided in this **Section 7.10**, Lessee will remain responsible to make all future repairs and pay all future costs and/or damages in the Project Area, even if caused by, arising out of, or related to Lessor's emergency repairs.

**7.11. Restoration of Project Area.** Whenever Lessee excavates, damages, or disturbs the surface above or adjacent to the Lease Area for any purpose, Lessee shall promptly restore the surface above or adjacent to the Lease Area, to the satisfaction of Lessor, in strict accordance with Lessor's applicable Public Works Standards, ordinances, and codes, the provisions of this Lease, and any permit issued by Lessor. In the event there is no applicable ordinance, code, or permit, Lessee shall promptly restore the disturbed area to at least its prior condition. Unless otherwise provided in any permit issued by Lessor, and pending permanent restoration, when any opening is made by Lessee in a hard surface pavement in any public right-of-way, Lessee shall, within twenty-

four (24) hours, temporarily backfill, pave, plate, and/or otherwise bring the disturbed or damaged surface to a safe and travelable condition and take all reasonable and legal safety precautions to prevent injury. Lessor may, after providing notice to Lessee, or without notice where Lessor determines the disturbance or damage may create a risk to public health or safety, backfill or repave any opening made by Lessee, and the expense thereof shall be paid by Lessee. Lessor may, after providing notice to Lessee, remove and/or repair any temporary or permanent work done by Lessee that, in the determination of Lessor, is inadequate or unsafe. Additionally, if Lessee fails to immediately make any needed repairs that, without being made, would impede the right-of-way or access to, from, or over any of Lessor's other property, endanger public health or safety, or could result in damage to Lessor's other property or private property, Lessor shall have the right, but not the obligation, to make the repair without notice. In the case of any repair made by Lessor that is otherwise Lessee's obligation to make, Lessor will charge Lessee Lessor's actual cost of making the repairs, which shall bear interest at the then current judgment rate of interest until paid in full. Notwithstanding the foregoing, if there is time, Lessor will notify Lessee of its intent to make an emergency repair by calling the emergency number provided in **Section 18.2** and leaving a message for Lessee. If Lessee then promptly arrives at the scene, Lessor will allow Lessee to promptly make the repair or complete the repair. If Lessor does make the repair because Lessee fails to timely do so, Lessee nonetheless remains solely responsible for assuring the repair is adequate and is further responsible to make any additional or further repairs, and to pay all costs thereof and/or damages caused thereby, arising out of or related to Lessor's repair.

**7.12. Lessor's Right to Inspect.** Lessor shall have the right to inspect all construction or installation work performed by Lessee, as it deems necessary to ensure compliance with the terms of this Agreement, other pertinent provisions of law, and any permit issued by Lessor. However, Lessor does not exercise any control over the construction methodology of the pipeline and, to the extent Lessor provides notice to Lessee or to any contractors or subcontractors constructing the pipeline regarding safety concerns of Lessor, Lessee alone shall be and remain responsible and liable for the safety, efficiency, and adequacy of the construction means, methods, techniques, sequences, and procedures, irrespective of whether or not Lessee makes any change as a result of any notice provided by or received from Lessor.

**7.13. Cost of Inspections.** All costs of Lessor's inspection, oversight, and supervision, as set forth in this Lease or in the Public Works Standards, shall be paid by Lessee within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment and in accordance with **Section 5.4.2** with respect to public works permit fees.

**7.14. Temporary Crossings.** Lessee shall construct temporary crossings, in accordance with all safety standards, across open trenches and ditches to assure continued access, ingress, and egress for Lessor and other property owners, and their lessees, workers, and guests, to areas adjacent to the Project Area. Any streams located along or across the Project Area shall be maintained in a manner that flow is not disrupted during construction, and flow upon completion of construction can be maintained at the same rate and volume as prior to construction, with all workmanlike and accepted standards being followed for erosion of stream banks.

**7.15. Soils.** Lessee shall follow the "double ditch" construction method for pipeline construction outside of a paved roadway, segregating top soil removed, and replacing top soil above

sub-soils. Lessee shall implement measures to avoid re-deposited topsoil being compacted to any degree greater than existed prior to construction. Lessee will reseed or resod, as applicable, the Project Area, and replace shrubs and other plantings so that, upon completion of construction, the Lease Area has an appearance and contains plantings similar to those that existed prior to construction, to the degree reasonably practicable.

**7.16. Handling of Construction Debris.** Lessee will be responsible for the legal and proper sanitary handling of all construction debris, excess soils and rocks, trash and other debris for the Project Area and will provide for its timely removal. Lessee will gather, sort, and transport all garbage, refuse, and recyclable materials from the Project Area. Lessee will provide and use suitable fireproof receptacles for all trash and other refuse temporarily stored in the Project Area. Except as otherwise provided for in the applicable permit, Lessee will not permit boxes, cartons, barrels, pallets, scrap piles, or other similar items to be piled or stored within the Project Area. Lessee will not allow trash or debris of any nature to accumulate in the Project Area and will store all trash and debris in a manner that will prevent it from being an environmental, health, or safety hazard or creating an unsightly condition in and around the Project Area. Lessor encourages Lessee to cooperate with available recycling programs and to recycle in accordance with state, federal, and local requirements.

**7.17. Safety Requirements.** Lessee will conduct its operations, activities, and duties under this Lease in a safe manner and in compliance with all safety standards imposed by applicable federal, state, and local laws and regulations. Lessee will require the observance of the foregoing by all subcontractors and all other persons transacting business with or for Lessee in any way connected with the conduct of Lessee under this Lease. Lessee will exercise due and reasonable care and caution to prevent and control fire on or in the Project Area and, to that end, will provide and maintain fire suppression equipment approved by FM Global or an equivalent insurance company and other fire protection equipment as may be required under applicable governmental laws, ordinances, statutes, and codes for the purpose of protecting the improvements adequately and restricting the spread of any fire from the Project Area to any property adjacent to the Project Area, all at Lessee's sole cost and expense. Lessee will be solely responsible for provision and maintenance of fire extinguishers. Lessee will immediately provide Lessor with a copy of any notification from OSHA concerning any violation or alleged violation of safety laws or regulations.

**7.18. Compliance with Labor Laws.** Lessee must at all times, including during construction, comply with all applicable state and federal laws pertaining to wage and hour and health and safety regulations. Lessee will also comply with all its own collective bargaining requirements to avoid labor disturbances in the Project Area. Lessee should promptly notify Lessor in the event of any threatened labor action. Lessee will also reasonably cooperate with Lessor to mitigate the impact of labor disturbance with respect to access to the Project Area and operations within the Project Area, regardless of the source of the labor dispute. Lessee shall be liable to Lessor for any damages suffered by Lessor as a result of a labor action against Lessee that prevents Lessor from accessing any of its ongoing construction projects.

**7.19. Compliance with Environmental Laws.** Lessee shall comply with all applicable Environmental Laws, as described in **Section 11**. Lessee shall not use, dispose of, or release within the Project Area, or on lands adjacent thereto, or permit to exist or to be used, disposed of, or

released any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use in the Project Area) which are defined as “Hazardous Substances” in **Section 11**. Should any Hazardous Substance be accidentally released, Lessee shall notify Lessor immediately and contemporaneously with notifying the applicable regulatory agencies of such event, with a copy of such notice to Lessor. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, fines, and other costs related to and arising from the event, including, but not limited to, penalties. Lessee shall be responsible for and shall comply with all applicable laws and regulations as to any required permitting, licenses, and fees related thereto concerning, relating to, or arising from Lessee’s use of the Project Area, this Lease, or the pipeline.

7.20. **Liens.** Lessee agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Lessee’s consent to the Project Area. If any lien is filed against the Project Area that Lessee wishes to protest, then Lessee will immediately notify Lessor of the basis for its protest and must deposit cash with Lessor, or procure a bond acceptable to Lessor, in an amount sufficient to cover the cost of removing the lien from the Project Area. Failure to remove the lien or furnish the cash or a bond acceptable to Lessor within ten (10) Business Days will constitute an Event of Default (defined in **Section 13**) under this Lease, and Lessor will be entitled to satisfy the lien without further notice to Lessee, and Lessee will immediately reimburse Lessor for any sums paid to remove any such lien.

7.21. **Lessor Access to Project Area.** Lessor and its respective agents have the right to enter the construction portion of the Project Area for the purposes of: (a) confirming the performance by Lessee of all obligations under this Lease, (b) doing any other act that Lessor may be obligated or have the right to perform under this Lease, and (c) for any other lawful purpose. Such entry will be made on reasonable advance notice and during normal business hours, when practical, except in cases of emergency or a suspected violation of this Lease or the law. Lessee waives any claim against Lessor for damages for any injury or interference with Lessee’s business, any loss of occupancy or quiet enjoyment of the Project Area, or any other loss occasioned by the entry except to the extent caused by the negligence or willful misconduct of Lessor. Lessor will use reasonable efforts to disturb Lessee’s operations as little as reasonably possible during any of Lessor’s repair and maintenance work. Lessee will provide Lessor with keys to all gates and doors in, on, or about the Project Area, and Lessor will have the right to use any and all means that Lessor may deem reasonable to open the gates and doors in an emergency to obtain entry to the Project Area.

7.22. **Identification of Contractors.** Prior to construction, Lessor shall be provided, in writing, the name, address, email, and telephone number of, and a contact person for, each independent contractor and subcontractor that enters upon the Project Area. Nothing herein shall limit the obligation, liability, and responsibility of Lessee for any and all actions and activities occurring in connection with construction and Lessee’s uses in general of the Project Area. All identified contractors must meet the insurance requirements provided in **Section 10**.

7.23. **Liability for Contractors.** Lessee is solely responsible to Lessor for all acts or omissions of any of its contractors, subcontractors, suppliers, agents, and employees. Lessor shall be entitled to such damages or may seek any other remedies directly against Lessee for any act, omission, or construction defect caused by any of the foregoing third parties, and Lessor shall have

no obligation or responsibility to first sue or make a claim against any of said third parties but will rather be entitled to hold Lessee primarily, directly, and fully responsible and liable for any and all acts or omissions caused by any of the foregoing third parties.

7.24. **As-Built Survey.** Upon completion of construction, and prior to the pipeline being placed in any service, Lessee shall provide Lessor with an electronic and hard copy of an as-built survey that reflects the location of the pipeline, its depth and diameter; the location of any appurtenances and any connection to the pipeline; and the pipeline Lease Area and any Private Easement area, prepared by and stamped by a licensed surveyor in good standing in the State of Oregon. Lessee shall provide Lessor with a supplemental survey that reflects any subsequent corrections or changes to the pipeline, appurtenances, and/or Lease Area.

7.25. **Construction Drawings.** Construction Drawings shall be submitted to Lessor at 30% design, 60% design, and 90% design in order to verify alignment, appurtenances, and potential impacts to Lessor and Lessor's property. At any of these stages, Lessor will have authority to require reasonable changes or alterations to any aspect of design that Lessor deems could create an adverse impact, including, but not limited to, alignment, depth, relocation of utilities, and natural resource impacts, excepting once Lessor has approved depth, as provided in **Section 3.3**, that approval cannot be changed or withdrawn without mutual agreement of the Parties.

7.26. **Stop Work Order.** Lessor's Project Manager shall have the right, but not the obligation, to suspend work in the Project Area and give written notice to Lessee or Lessee's general contractor of such suspension when construction practices are materially violating any Lease term or are anticipated to create a health or safety issue or property damage. A stop work order may be issued if any materials being used do not conform to specifications. The suspension will remain in effect until appropriate corrections are made. In no case shall Lessor incur any liability for any suspension of work, unless such suspension was done with a willful and malicious intent. In all cases except emergency, Lessor will inform Lessee and Lessee's contractor of the violation and will only issue the stop work order if Lessee and Lessee's contractor fail to take immediate action to resolve the violation or safety hazard. Notwithstanding the foregoing, Lessor is under no obligation to issue a stop work order. The role of Lessor's Project Manager is not one of supervision or safety management. Nothing contained in this Section or anywhere else in the Agreement shall be interpreted to obligate Lessor to act in any situation, nor shall it shift any of Lessee's responsibilities for safety and compliance with all laws to Lessor in any way. No responsibility for the safety of the work, construction means, methods, techniques, sequences, or procedures shall attach to Lessor by virtue of any action or inaction.

7.27. **Site Security.** Lessee shall be responsible for securing the work area twenty-four (24) hours per day, seven (7) days per week, to prevent vandalism or injury due to attractive nuisance.

7.28. **Wildlife and Wetlands.** Lessee must provide for the protection of wildlife, wetlands, and other natural resources at all time in and about the Project Area. Lessee must obtain all required permits, and provide copies to Lessor, from all applicable regulatory agencies, including, but not limited to, the Department of State Lands, Army Corps of Engineers, National Environmental Policy Act, and National Marine Fisheries Service.

7.29. **Right-of-Way Enhancement Projects and Deficiencies.** As additional consideration for this Lease, Lessee has agreed to make the following improvements or upgrades to Lessor's existing deficient infrastructure on or about the Project Area to bring it up to current City of Wilsonville Public Works Standards at the time of pipeline construction in those areas, at Lessee's sole cost (collectively "Enhancement Projects"). The Enhancement Projects Lessee has agreed to make and pay for are depicted on the map attached hereto as **Exhibit D** and incorporated by reference herein:

- (1) Truck turning radius improvements at the northeast corner of Wilsonville Road and Kinsman Road (including correction or construction of curb ramps to meet ADA standards at all intersection corners), as depicted on **Exhibit E**, attached hereto and incorporated by reference herein.
- (2) Truck turning radii at the northeast and northwest corner of Boeckman Road and 95<sup>th</sup> Avenue (including correction or construction of curb ramps to meet ADA standards).
- (3) Correct curb ramps at all intersection ramps along the pipeline route to meet ADA standards.
- (4) Sidewalk infill on west side of 95<sup>th</sup> Avenue (approximately 500 feet) and associated street tree replacement.
- (5) Sidewalk infill on south side of Ridder Road (approximately 1700 feet).
- (6) Streetlight infill on 95<sup>th</sup> Avenue, just north of the intersection of 95<sup>th</sup> and Ridder Road.

By mutual agreement, these Enhancement Projects may be adjusted during the **Section 7.5** plan review process. Additionally, if Lessee, including any of its contractors or subcontractors, discovers any defective or damaged utilities located in the Project Area not caused by Lessee's construction, Lessee will promptly notify Lessor of such discovery. Lessor may then direct Lessee to repair the defect or damage while working in the area and to charge Lessor its actual costs of making the repair or, alternatively, Lessor may use its own contractors to make the repair, but Lessor and Lessee will work in good faith to coordinate the repair(s) so that such repair does not unreasonably disrupt Lessee's construction.

7.30. **Damage to Property and Utilities.** Lessee will promptly repair any damage caused to the property or utilities of others caused by its construction or ongoing pipeline operations and will be responsible to defend, indemnify, and hold harmless Lessor, as more particularly described in **Section 16**.

7.31. **Detailed Construction Schedule and Staffing.** Prior to Lessee conducting any construction or construction-preparation activities in the Project Area (other than surveying and measuring), Lessee shall provide Lessor a written construction schedule, which Lessee shall continuously update with its contractors and share with Lessor on not less than a quarterly basis.

7.32. **Coordinated Construction Schedules.** For construction of any discrete segment or phases by Lessee, or any construction project by Lessor that may impact Lessee's construction schedule or Project Area, Lessee and Lessor shall jointly establish a detailed and binding design and construction schedule for the purpose of avoiding delays or adverse impacts on the other Party's

project(s). Any deviation from the agreed-upon schedule must be approved by both Parties in writing. If agreement cannot be reached, the Party seeking to deviate from the schedule must wait until the other Party's project(s) reach a state such that the schedule change will not interfere with or delay the other project(s). For construction by Lessee in the Project Area, the Parties may agree to rely on the construction schedule described in **Section 7.4** above. As used in this **Section 7.32**, "interfere with" includes, but is not limited to, change or deviation from the agreed-upon schedule that can reasonably be expected to result in the closure of more than one roadway in Wilsonville or that would have a negative traffic impact, unless agreed to in advance by Lessor.

**7.33. Joint Construction Projects Between Lessee and Lessor.** Lessor and Lessee shall develop a separate agreement for construction or maintenance projects that are to be jointly undertaken between Lessee and Lessor. Regardless of whether Lessor or Lessee is managing and contracting for the Joint Construction Project, if the Joint Construction Project includes new road or road widening construction, the costs for all improvements located above the Lease Area, including the pavement section or other finished surface over the Lease Area, shall be apportioned to Lessee, and the remaining payment or other finished surface shall be apportioned to Lessor.

**7.34. Public Outreach and Communication.** For any construction in the Project Area that has the potential for impacting adjacent properties, businesses, utilities, and their occupants, Lessor and Lessee shall mutually and cooperatively work together to develop a written program for notice and outreach to the affected property owners and occupants. Lessee will be solely responsible for all costs associated with such program and will have a designated 24-hour attended hotline with contact information that will be readily available to the public (for example, located on its website and the Lessor's website), as well as posted along the Project Area under construction, so that any impacted parties may immediately contact Lessee to advise of any complaints, issues, or problems associated with the construction. Lessee will defend, indemnify, and hold Lessor harmless from any claims or causes of action that result from any aggrieved third party due to Lessee's use, operations, or activities within the Project Area.

**7.35. Relocation of Existing Utilities and Appurtenances.** In the event that relocation of existing utilities and appurtenances are required or desired to facilitate Lessee's pipeline installation, in compliance with Lessor's Public Works Standards, the design of said relocation shall be subject to Lessor's review and approval. All costs for design, coordination, and construction of the relocated facilities shall be the sole responsibility of Lessee.

**7.36. Compliance with State and Federal Historic Preservation.** To the extent applicable, Lessee must follow all state and federal law requirements with respect to performing an assessment for the protection of significant environmental, archeological, and historic resources under the National Environmental Policy Act of 1969, as amended, 42 USC § 470 *et seq.* (NEPA), and the National Historic Preservation Act of 1966, as amended, 16 USC § 470 *et seq.* (NHPA), as well as other applicable state and federal laws pertaining to the foregoing.

## **8. LESSEE OBLIGATIONS BEYOND CONSTRUCTION**

**8.1. Excavation or Construction Concerning Replacement, Repair, or Removal.** In the event any replacement, repair, or removal of the pipeline shall necessitate a Temporary

Construction Area, then the process under **Section 2.3** shall apply. The standards and requirements applicable for initial construction activities set forth in this Lease shall apply equally to the replacement, repair, or removal activities.

8.2. **Warnings.** Lessee shall provide Lessor with written notice as to whether water being transported in the pipeline is subject to an increase in pressure over the assigned maximum pressure and what, if any, effect that may have on pipeline joints and welds and on operations. If Lessee determines that for safety reasons signing is necessary, such signs shall meet Lessor's signage regulations.

8.3. **Maintenance Obligations; Contact Person.** Maintenance of the Project Area applicable to the pipeline use, and maintenance of the pipeline and any related approved appurtenances, shall be the sole obligation of Lessee. Upon completion of construction and prior to the pipeline being placed in service, Lessee shall provide Lessor with a written maintenance and inspection plan and schedule for Lessee's maintenance, upkeep, and inspection of the pipeline and Project Area. Lessee shall therewith provide Lessor with a contact person designated by Lessee, including name, address, 24/7 telephone access number, fax number, and email. The contact person shall have information and knowledge pertinent to the pipeline and Project Area in order to address questions and concerns from Lessor or the public. In the event the contact person is replaced or changed by Lessee, Lessor shall be given reasonable prior written notice of the change, along with the required information for the new contact person. Lessee shall provide Lessor with at least an annual inspection report documenting the overall condition of the pipeline, any maintenance, repairs, or replacements performed, and any areas of concern.

8.4. **Access to Project Area by Lessee.** The as-built survey described in **Section 7.24** above, shall specifically depict the access areas whereby Lessee will have access to the pipeline and pipeline Project Area. Other than in case of emergency, or as scheduled, in writing, with Lessor for inspection, maintenance, repair, or replacement, Lessee will not access the Project Area from points other than the stated access areas. In the event any appurtenant facilities are permitted in the Project Area, such appurtenances shall be protected by such reasonable means as is customary in the industry and in keeping with Wilsonville City Code and regulations. No protective means shall obstruct full access by Lessor to Lessor's property unless Lessor is given a key and the right of ingress and egress at Lessor's discretion. Unless otherwise provided in this Lease, no person or entity shall have access to the Project Area other than Lessor and Lessee, their contractors, or employees, and then only for purposes of inspection, maintenance, repair, and replacement of the pipeline or allowed appurtenances, in accordance with the terms, conditions, and provisions of this Lease. The City of Wilsonville is an underground utilities district and all appurtenances must be located underground unless otherwise approved, in writing, by Lessor, which approval shall not be unreasonably withheld. Nothing in this Section prohibits Lessor's access to the Project Area.

## **9. MUTUAL GOOD FAITH COOPERATION**

The Parties shall mutually cooperate in good faith with each other in their interactions and dealings with the terms, conditions, and provisions of this Lease.

9.1. **Informal Dispute Resolution.** The Parties agree to engage in informal dispute resolution, but if a dispute cannot be resolved within ten (10) Business Days, the dispute shall be submitted to formal mediation, as set forth in **Section 15**.

9.2. **Lease Contacts Following Construction.** Lessor and Lessee will each appoint a person to be the primary contact to resolve any issues that may arise between the Parties under this Lease. That information will be provided in writing and will include the name, address, telephone number, email address, and other pertinent contact information for the person. Each Party will provide an alternate contact person in the event the primary contact person is unavailable.

9.3. **Security.** To the extent any exhibits to this Lease or plans and as-built surveys referenced in this Lease provide the location of the pipeline and the Parties determine the disclosure of which will impose a security threat, the Parties shall treat such Lease provisions, exhibits, plans, and surveys as confidential and exempt from disclosure under applicable provisions of ORS 192.501 and/or ORS 192.502, with Lessee being responsible to defend against any claim for public records disclosure.

## 10. **INSURANCE**

10.1. **Insurance Amounts and Policies.** The insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of insurance coverage that Lessor is willing to accept to help ensure full performance of all terms and conditions of this Lease. All insurance required of Lessee by this Lease must meet all the minimum requirements set forth in this **Section 10**. Copies of all policies required hereunder shall be provided to Lessor and, if a change in policy shall occur, that change shall be promptly provided to Lessor. Additionally, an updated Certificate of Insurance must be provided annually, showing all policies remain in full force and effect. Any modification to policies or new policies shall be provided to Lessor.

10.2. **Certificates; Notice of Cancellation.** On or before the Effective Date, Lessee will provide Lessor with certificates of insurance establishing the existence of all insurance policies required under this Lease. Thereafter, Lessor must receive notice of the expiration or renewal of any policy at least thirty (30) days before the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated, or allowed to lapse without at least thirty (30) days' prior written notice to Lessor. Insurance must be maintained, without any lapse in coverage, continuously for the duration of this Lease. Cancellation of insurance without Lessor's consent will be deemed an immediate Event of Default (defined in **Section 13**) under this Lease. Lessee will give Lessor certified copies of Lessee's policies of insurance promptly upon request. In addition, Lessee will require its general contractor and all subcontractors to maintain the same level of insurance and provide proof of insurance. Should Lessee determine to require less insurance from the general contractor or any subcontractor, Lessee will be responsible for any shortfall in coverage.

10.3. **Additional Insured.** Lessor will be named as an additional insured in each required liability policy and, for purposes of damage to the Project Area, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Lessee. On or before the Effective

Date, Lessee must provide Lessor with a policy endorsement naming Lessor as an additional insured as required by this Lease. Lessor shall also be named as an additional insured under the general contractor's general liability policy.

10.4. **Company Ratings.** All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or the equivalent. Lessor may, upon thirty (30) days' written notice to Lessee, require Lessee to change any carrier whose rating drops below an "A" rating. Notwithstanding the foregoing A.M. Best rating requirements, Lessee may procure insurance coverage through municipal insurance pools, such as City-County Insurance Services, Special District Insurance Services, or similar organizations that may supersede those organizations in the future.

10.5. **Required Insurance.** At all times during this Lease, Lessee will provide and maintain the following types of coverage:

10.5.1. Commercial General Liability Insurance. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Lease and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$10,000,000** for each occurrence and **\$10,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$10,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$100,000**, and Medical Expense (any one person) in the minimum amount of **\$20,000**. The policy must also cover damage to the Project Area and to adjoining properties from water damage, mold, or equipment failure due to the pipeline or activities related thereto. The policy must also include an endorsement for "XCU" hazards.

10.5.2. Business Automobile Liability Insurance. If Lessee will be using a motor vehicle in the performance of any work on the pipeline and/or any activities in the Project Area, Lessee shall provide Lessor a certificate indicating that Lessee has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$5,000,000**.

10.5.3. Pollution Liability Coverage. During construction activities, and any time Hazardous Substances are being used within the Project Area, other than in small quantities as generally needed for landscaping or as cleaning supplies, Lessee or Lessee's contractor shall carry full environmental coverage, including sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of chemicals, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any Hazardous Substances, as that term is defined in this Lease under **Subsection 11.1.5**, during the performance of any work on the pipeline and/or other activities in the Project Area or as a result of any pipe rupture, leakage, or other failure, written on an "occurrence" form policy. Lessee will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality

(“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$10,000,000** for each occurrence and **\$20,000,000** general aggregate. If said insurance is carried by Lessee’s contractor, in lieu of Lessee, then Lessee must ensure that Lessor is named as an additional insured on the pollution policy in accordance with all requirements for naming Lessor as an additional insured. Nothing contained herein, however, shall be construed to relieve Lessee from claims by Lessor for environmental damage or Environmental Costs. Lessor shall maintain a direct right of action against Lessee and shall not be required to first seek relief through the insurance carrier or general contractor.

10.5.4. Workers Compensation Insurance. Lessee and all employers providing work, labor, or materials within the Project Area 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. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. Coverage shall include Employer’s Liability Insurance with coverage limits of not less than **\$1,000,000** each accident.

10.5.5. Additional Insured Coverage and Endorsements. Additional Insured coverage under Lessee’s and Lessee’s general contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 11 85, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give Lessor at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder.

10.5.6. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by Lessor is excess. Lessee shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Lessee will be required to maintain such policies in full force and effect throughout any warranty period.

10.6. **Duty to Maintain Minimum Insurance Coverages.** Any lapse or material adverse change in insurance coverage by Lessee shall constitute an Event of Default under this Lease, as provided in **Subsection 13.1.2.**

10.7. **Indexing.** Within six (6) months of the five (5) year anniversary date of this Lease, and each subsequent fifth (5<sup>th</sup>) anniversary, Lessor may request in writing, and Lessee shall agree to

institute, new insurance amounts based on the original insurance amounts indexed to the Producers Price Index for All Commodities, issued for the anniversary month by the U.S. Department of Labor, Bureau of Labor Statistics. Should such index be discontinued and/or replaced, a conversion to a substitute or replacement index shall be accomplished using normally accepted conversion factors. Such adjusted amounts shall be rounded off to the nearest Thousand Dollars (\$1,000) amount. Failure of Lessor to request an adjustment for any five (5) year period shall not preclude a full adjustment at a subsequent five (5) year anniversary if requested.

## **11. ENVIRONMENTAL OBLIGATIONS OF LESSEE**

11.1. **Definitions.** References to the acts, omissions, and liabilities of Lessee in this Section include liability and responsibility for any act or omission of Lessee's employees, agents, officers, contractors, and suppliers. As used in this Lease, the following terms are defined as follows:

11.1.1. **Best Management Practices.** "Best Management Practices" means those environmental or operational standards: (a) implemented by a business or industry group pertinent to Lessee's operations as a matter of common and accepted practice, (b) articulated by a trade association or professional association pertinent to Lessee's operations, (c) developed by Lessee for use in its operations, (d) developed by pertinent state or local regulatory agencies for a business or industry group pertinent to Lessee's operations, or (e) developed from time to time by Lessor in cooperation with Lessee.

11.1.2. **Environmental Audit.** "Environmental Audit" means an environmental site assessment and compliance audit satisfying, at a minimum, the "all appropriate inquiry" requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC § 9601(35)(B); the Oil Pollution Act, as amended, 33 USC § 2703(d)(4); 40 CFR Part 312; ORS 465.255(6); ASTM E1527-13 (Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process); and any other compliance assessment or auditing standards, including ASTM E2107-06 (Standard Practice for Environmental Regulatory Compliance Audits), relevant and appropriate to Lessee's use of the Project Area, or the successors to any of these criteria or standards. If as a result of such an Environmental Audit, additional evaluation, testing, analysis, or supplemental audit work is recommended, then the Environmental Audit includes the additional evaluation, testing, analysis, or supplemental audit work scoped and performed in accordance with commercially reasonable practices.

11.1.3. **Environmental Costs.** "Environmental Costs" include, but are not necessarily limited to: (a) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (b) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (c) the cost, expense, or loss to Lessor as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Lessor or the Project Area; (d) all expenses of evaluation, testing, analysis, cleanup, remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (e) all expenses of reporting the existence of Hazardous Substances or the violation of

Environmental Laws to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (f) any and all expenses or obligations, including, without limitation, attorney and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone and telefax charges, and other expenses; and (g) any damages, costs, fines, liabilities, and expenses that are claimed to be owed to any federal, state, or local regulating or administrative agency.

11.1.4. Environmental Laws. “Environmental Laws” include any and all federal, state, and local statutes, regulations, rules, and ordinances (including those of the Oregon Department of Environmental Quality (DEQ), the Environmental Protection Agency (EPA), or any such state or federal successor agency) now or hereafter in effect, as they may be amended from time to time, that in any way govern materials, substances, or products and/or relate to the protection of health, safety, or the environment.

11.1.5. Hazardous Substances. “Hazardous Substances” include, but are not necessarily limited to, any substance, material, or product defined or designated as hazardous, toxic, radioactive, or dangerous, regulated wastes or substances, or any other similar term in or under any Environmental Laws as now apply or may apply in the future.

11.1.6. Hazardous Substance Release. “Hazardous Substance Release” includes the spilling, discharge, deposit, injection, dumping, emitting, releasing, placing, leaking, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters, except any release in compliance with Environmental Laws and specifically authorized by a current and valid permit issued under Environmental Laws with which Lessee is in compliance at the time of the release, but not including within the exception any such release in respect of which the State of Oregon has determined that application of the State’s Hazardous Substance removal and remedial action rules might be necessary to protect public health, safety, or welfare, or the environment.

11.1.7. Natural Resources Damage. “Natural Resources Damage” is the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release or raw water release. The measure of damage is the cost of restoring injured natural resources to their pre-release baseline condition, compensation for the interim loss of injured natural resources pending recovery, and the reasonable cost of a damage assessment. Natural resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

11.2. **Existing Environmental Condition**. As generally stated in **Section 5.3**, Lessor makes no representations or warranties with respect to the Project Area and will not be responsible to Lessee for any cleanup of any Hazardous Substance that may be discovered as a result of or exacerbated by Lessee’s activities in the Project Area. To determine the condition of the Project Area, pre-construction, Lessee will be responsible for conducting an Initial Audit (defined in **Subsection 11.17.1**) to reasonably determine the existing condition and whether it is acceptable for

Lessee's intended installation and use. Because "but for" this Lease, Lessor would have no reason to disturb any existing conditions, Lessor will have no responsibility to Lessee to remediate or otherwise address any existing environmental condition in order to allow for Lessee's intended use or construction activities. Notwithstanding any other provision of this Lease, excepting this **Section 11.2** and **Subsection 11.10.2**, if Lessee disturbs or discovers a reportable pre-existing Hazardous Substance by virtue of any of its activities under this Lease, regardless of who caused it or when it occurred, Lessee shall be responsible for any reporting and remediation required by any state or federal agency and will indemnify and hold Lessor harmless from any remediation responsibility, regardless of who caused the Hazardous Substance Release. Notwithstanding the foregoing, this responsibility will not apply if Lessor had actual knowledge of the Hazardous Substance Release and did not disclose it to Lessee. Lessor hereby represents that it knows of no such pre-existing Hazardous Substance Release. Lessor will take whatever action is reasonably necessary to assign any rights of contribution it may have, as the land owner, to Lessee against any third party, excepting Lessor, that Lessee has reason to believe has caused the discovered Hazardous Substance Release. Whether a reportable quantity or not, Lessee will be required to clean up any Hazardous Substance Release in a way that will not exacerbate the pre-existing condition.

**11.3. Limited Business Use of Hazardous Substances.** Subject to the other provisions of this **Section 11**, Lessee is permitted to use, handle, and store Hazardous Substances as necessary to conduct its Permitted Use, and in quantities needed to conduct its Permitted Use, in compliance with applicable Environmental Laws, Best Management Practices, and the provisions of this Lease. Lessee will be using heavy equipment containing Hazardous Substances, including fuels and lubricants. Lessee shall diligently monitor the use and storage of all such equipment in order to prevent any Hazardous Substance Release therefrom.

**11.4. Hazardous Substance Storage Tanks.** Lessee may not operate mobile storage tanks (including fueling trucks), Aboveground Storage Tanks ("AST"), or any AST facility for the storage of Hazardous Substances except with the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. For the purposes of this **Section 11.4**, "Aboveground Storage Tank" or "AST" means any tank, including fueling tank, with a capacity of greater than 55 gallons. No underground storage tanks are allowed to be installed by Lessee in the Project Area. If any mobile fueling trucks are allowed and are used, they may not be left unattended at any time.

**11.5. Spill Prevention and Response Plan.** During any period of construction when Lessee is using Hazardous Substances within the Project Area, Lessee will maintain a written Spill Prevention and Response Plan ("SPAR Plan") that addresses the measures to be followed by Lessee to prevent, control, and perform corrective actions in the event of a Hazardous Substance Release at or from the Project Area. In addition to meeting all requirements of applicable law, the SPAR Plan will address the measures Lessee will take to prevent Hazardous Substance Releases and to respond immediately to any Hazardous Substance Release. A copy of the SPAR Plan will be maintained at the Project Area construction office, and a copy will be provided to Lessor. The SPAR Plan will be revised and updated to reflect current operations of Lessee within the Project Area, as necessary. Lessor will be provided a copy of all such revisions and updates. In addition to any elements required by Environmental Laws, Lessee will address the following in its SPAR Plan or, at its

option, in a separate document: (a) procedures for the proper receipt, storage, and dispensing of Hazardous Substances authorized as a Permitted Use, including the maintenance, observation and monitoring, safety checks, and safe practices applicable to the Lessee's use of Hazardous Substances; (b) procedures for regular inspection of each AST system, including, but not limited to, confirmation that each such system and key components, such as pumps, hoses, and fittings, are in good and safe working condition; (c) procedures for promptly, but in no case later than within forty-eight (48) hours of acquiring relevant information or knowledge, notifying Lessor of any suspected or confirmed Hazardous Substance Release, and for verbal and written notification to appropriate regulatory agencies under applicable Environmental Laws required in connection therewith; (d) operating procedures for spill contingency and emergency response to Hazardous Substance Releases, including the designation of individuals responsible for directing the removal, response, and restoration actions for the releases; (e) procedures to address large Hazardous Substance Releases that on-site resources may be inadequate to manage, including, but not limited to, identification of an outside 24-hour emergency response contractor to handle large Hazardous Substance Releases; (f) procedures to keep Lessor timely informed during the course of Lessee's response to a Hazardous Substance Release; (g) provision for prompt use of on-site spill response equipment designed to keep a Hazardous Substance Release from reaching other property, storm water or sanitary sewers, or area groundwater or surface waters; (h) provision for trained on-site personnel to operate any Lessee spill response equipment during filling and dispensing operations and to be available on call at all other times; (i) provision for prompt regular submission to Lessor of copies of all relevant permits, consents, approvals, reports, and other correspondence with any regulatory agencies pertaining to compliance in any material respect with Environmental Laws; and (j) provision for training of personnel to implement Lessee's SPAR Plan and Lessee's compliance with applicable Environmental Laws.

11.6. **Soil or Waste.** Lessee will not store, treat, deposit, place, or dispose of treated or contaminated soil, industry by-products, or any other form of waste in the Project Area without the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion.

11.7. **Environmental Inspection.** Lessor reserves the right to inspect for Hazardous Substances and/or Lessee's management of Hazardous Substances in the Project Area at any time, and from time to time, with notice to Lessee, except in the case of a suspected emergency or violation, then without notice. During active construction, Lessor's representative will be free to inspect any area at any time as long as such inspection does not delay Lessee's construction. If a delay will be caused, Lessor will give Lessee a minimum of eight (8) hours' notice, except in the case of a suspected emergency or ongoing violation of Environmental Law. Thereafter, if Lessor at any time during the Lease term or any extension thereof has reason to believe that Lessee is handling Hazardous Substances contrary to the requirements of this Lease, in violation of this Lease, or in any manner that may allow contamination of the Project Area, Lessor may, without limiting its other rights and remedies, cause to be conducted a Special Audit with respect to the matters of concern to Lessor. Lessee will cooperate with all such audits. If Lessor's suspicions are confirmed by the audit, Lessee will reimburse Lessor for the full cost of the audit.

11.8. **Safety and Security.** Under the terms of this Lease, Lessee must comply with all applicable state, federal, and local laws and ordinances. As a part of this requirement, Lessee will maintain material safety data sheets for each and every Hazardous Substance used by Lessee, or

Lessee's agents, employees, contractors, licensees, or invitees in the Project Area, as required under the Hazard Communication Standard in 29 CFR § 1910.1200, as it may be amended, redesignated, or retitled from time to time, and comparable state and local statutes and regulations. To ensure that such information is available to Lessor in the event of a spill or other emergency, all the information will be kept current at all times, and a copy of all such materials will be kept in a place known to and easily accessible to Lessor. Additionally, during periods of construction when Hazardous Substances, or equipment containing Hazardous Substances, is stored on site by Lessee or any of its contractors, Lessee will be responsible for securing the Project Area from vandalism and will be responsible to remediate any Hazardous Substance Release caused by vandalism.

**11.9. Disposal of Hazardous Substances.** Lessee will not dispose of any Hazardous Substance, regardless of the quantity or concentration, within the storm or sanitary sewer drains or plumbing facilities within the Project Area. The disposal of Hazardous Substances will be in approved containers, and Hazardous Substances will be removed from the Project Area only in accordance with the law. If Lessee knows, or has reasonable cause to believe, that any Hazardous Substance Release has come to be located on or beneath the Project Area, Lessee must immediately give written notice of that condition to Lessor, whether or not the Hazardous Substance Release was caused by Lessee.

#### **11.10. Lessee's Liability.**

**11.10.1. Hazardous Substance Releases.** Except as provided in **Subsection 11.10.2**, Lessee will be responsible for any Hazardous Substance Release in the Project Area, on other properties, in the air, or in adjacent or nearby waterways (including groundwater) that results from, or occurs in connection with, Lessee's occupancy or use of the Project Area. Lessee is responsible for securing the Project Area to prevent vandalism or the dumping of Hazardous Substances within the Project Area during any Lessee construction periods.

**11.10.2. Limitation of Lessee's Liability.** Notwithstanding anything to the contrary provided in this Lease, particularly in **Subsection 11.12.2**, Lessee will have no responsibility for any Hazardous Substances or Hazardous Substance Releases that: (a) are caused by Lessor or the agents, employees, or contractors of Lessor, which occur after the date of Lessee's Initial Audit; (b) a Hazardous Substance Release caused by a third party unrelated to Lessor or Lessee, or their respective agents, employees, or contractors, that occurred after the Effective Date; or (c) except as provided in **Section 11.2**, a Hazardous Substance Release that Lessee can demonstrate migrated into the Project Area from a source off-premises that was not caused by Lessee and was not exacerbated by Lessee's activities on or about the Project Area. Nothing in this **Subsection 11.10.2** shall be construed to restrict Lessee's ability to seek contribution or reimbursement from any responsible third party, excepting Lessor, as provided in **Section 11.2**. Nothing in this **Subsection 11.10.2** shall be construed to limit Lessee's responsibilities under **Section 11.2** and, in the case of any ambiguity, **Section 11.2** shall control. Finally, in the event of a joint construction project between Lessor and Lessee within the Project Area after the Effective Date hereof, as described in **Section 7.33**, Lessor and Lessee will equitably apportion any discovered Hazardous Substance Release remediation and will share the cost of investigating the source of the Hazardous Substance Release and, if caused by a third party, will share in the cost of

pursuing recovery and/or contribution from such third party. Lessor and Lessee will ensure that this apportionment is agreed upon in the separate written agreement for joint construction before the joint project begins construction. In the event of a dispute with respect to apportionment, **Dispute Resolution Section 15** will apply.

11.10.3. Lessee's Environmental Indemnity. Without in any way limiting the generality of the General Indemnity set forth in **Section 16.2**, Lessee will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against all Environmental Costs claimed against or assessed against Lessor arising, in whole or in part, from acts or omissions of Lessee (including Lessee's own employees, agents, contractors, or suppliers) on or about the Project Area. Lessee will be responsible to promptly and fully address and remediate any claims for natural resources damages, as directed by the agency assessing such damage claim. Notwithstanding the foregoing, Lessee will not be responsible for, and does not indemnify Lessor for, any actions of Lessor, including Lessor's own employees, agents, contractors, suppliers, or any other tenant of Lessor that cause environmental damage or a violation of any Environmental Law within the Project Area after the Initial Audit, as provided in **Subsection 11.12.2**.

11.11. **Reimbursement for Damages**. Lessee will fully compensate Lessor for harm to Lessor's real or personal property caused by the acts or omissions of Lessee. This compensation will include reimbursement to Lessor for any diminution in value of, or lost revenue from, the Lease Area or other Lessor owned property caused by a Hazardous Substance Release, including damages for loss of, or restriction on use of, rentable or usable property or of any amenity of the Lease Area, including, without limitation, damages arising from any adverse impact on the leasing or sale of all or part of the Project Area as a result thereof.

## 11.12. **Environmental Remediation**.

11.12.1. Immediate Response. In the event of a violation of applicable Environmental Laws, a violation of an environmental provision of this Lease, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Lessee is responsible under this Lease, Lessee will immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or to investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

11.12.2. Remediation. As a part of the foregoing response, Lessee will promptly undertake all actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any applicable Environmental Law or environmental provision of this Lease is corrected. Lessee will remediate, at Lessee's sole expense, any Hazardous Substance Release for which Lessee is responsible under this Lease and will restore the Project Area to its baseline condition, as established in the Initial Audit (defined in **Subsection 11.17.1**). Lessee will also remediate any Hazardous Substance Release for which it is responsible under this Lease on any other impacted property or bodies of water. The obligations of Lessee under this **Subsection 11.12.2** are subject to the limitations on Lessee's liability set forth in **Subsection 11.10.2**.

**11.13. Natural Resources Damages Assessment and Restoration.** Lessee will promptly undertake, at Lessee's sole expense, all actions necessary to ensure that any Natural Resources Damage associated with Lessee's use or occupancy of the Project Area is investigated, determined, quantified, assessed, and permanently restored and compensated for, to the extent legally required by any natural resource trustee with jurisdiction over the matter.

11.13.1. Report to Lessor. Within thirty (30) days following completion of any investigatory, containment, remediation, or removal action required by this Lease, Lessee will provide Lessor with a written report outlining, in detail, what has been done and the results thereof.

11.13.2. Lessor's Approval Rights. Except in the case of an emergency or an agency order requiring immediate action, Lessee will give Lessor advance notice before beginning any investigatory, remediation, or removal procedures. Lessor will have the right to approve or disapprove the proposed investigatory, remediation, or removal procedures and the company or companies and individuals conducting the procedures that are required by this Lease or by applicable Environmental Laws, whether in the Project Area or any affected property or water. Lessor will have the right to require Lessee to contract for and fund oversight by any governmental agency with jurisdiction over any investigatory, containment, removal, remediation, and restoration activities and to require Lessee to seek and obtain a determination of no further action or an equivalent completion-of-work statement from the governmental agency. The agency's no further action letter or an equivalent completion-of-work statement may be subject to reasonable conditions that Lessee must fulfill within a defined period of time before which Lessee will be released from responsibility under this Lease.

**11.14. Notice to Lessor.** Lessee will immediately notify Lessor upon becoming aware of: (a) any violation or alleged violation of any Environmental Law; (b) any leak, spill, release, or disposal of a Hazardous Substance in, on, under, or adjacent to the Project Area or threat of or reasonable suspicion of any of the same; and (c) any notice or communication to or from a governmental agency or any other person directed to Lessee or any other person relating to such Hazardous Substances in, on, under, or adjacent to the Project Area or any violation or alleged violation of, or noncompliance or alleged noncompliance with, any Environmental Laws with respect to the Project Area. Although the raw water contained in the pipeline is not a Hazardous Substance, Lessee will have the same responsibility to notify Lessor of a spill or leak of the raw water and to remediate any damage caused thereby, whether to Lessor's property or the property of others.

**11.15. Certification.** Not later than thirty (30) days after receipt of written request from Lessor, Lessee will provide a written certification to Lessor, signed by Lessee, that certifies that Lessee has not received any notice from any governmental agency regarding a violation of or noncompliance with any Environmental Law; or, if such a notice was received, Lessee will explain the reason for the notice, explain what has been done to remedy the problem, and attach a copy of the notice. Lessee will also certify that Lessee has obtained and has in force all permits required

under Environmental Law. Lessee will make copies of all such permits available to Lessor upon request.

**11.16. Documentation of Hazardous Substances.** During construction and for a period of two (2) years thereafter, Lessee will maintain for periodic inspection by Lessor and deliver to Lessor, at Lessor's request, true and correct copies of the following documents related to the use, handling, storage, transportation, treatment, disposal, and/or emission of Hazardous Substances, concurrently with the receipt from or submission to a governmental agency: permits; approvals; reports and correspondence; storage and management plans; material safety data sheets (MSDS); spill prevention control and countermeasure plans; other spill contingency and emergency response plans; notice of violations of any Environmental Laws; plans relating to the installation of any storage tanks to be installed in, under, or around the Project Area (but the installation of tanks will be permitted only after Lessor has given Lessee its written consent to do so, which consent may be withheld in Lessor's sole discretion).

**11.17. Hazardous Substance Reporting.**

11.17.1. Initial Audit. Lessee shall cause an Environmental Audit of the Project Area to be performed by a duly licensed environmental services provider in the business of conducting Phase I and Phase II audits in the State of Oregon in accordance with local and national standards. This Environmental Audit will be provided to Lessor. The foregoing audit is referred to herein as the "Initial Audit." This Initial Audit will serve as a baseline for determination of current environmental condition and potential future environmental liability. The scope of the Initial Audit will be determined by Lessee.

11.17.2. Special Audit. If Lessor, at any time during the Lease Term or any extension thereof, has reason to suspect that Hazardous Substances are being or have been created, used, handled, stored, generated, disposed, placed, or transported contrary to the requirements of this Lease, in violation of applicable Environmental Laws, or in any manner that has resulted, or is likely to result, in a Hazardous Substance Release, then Lessor may, after written communication of those reasons to Lessee, without limiting its other rights and remedies, request that Lessee conduct a special Environmental Audit ("Special Audit") of the Project Area with respect to the environmental matters of concern to Lessor. If Lessee declines or fails to conduct a Special Audit, then Lessor may proceed to conduct the Special Audit. If no Hazardous Substance Release or violation of Environmental Laws is discovered, Lessor will pay for the Special Audit. If a Hazardous Substance Release or Environmental Laws violation is discovered and is identified as the responsibility of Lessee, as provided by this Lease, Lessee will pay for the Special Audit.

11.17.3. Exit Audit. Upon expiration or earlier termination of this Lease, Lessor will conduct, and Lessee will pay for, an exit Environmental Audit ("Exit Audit") of the Project Area to determine: (a) the environmental condition of the Project Area, (b) whether any Hazardous Substance Release has occurred or exists on or about the Project Area, and (c) whether there is evidence of any violation of Environmental Laws or the provisions of this Lease. The Exit Audit shall, at a minimum, (1) certify that a diligent investigation of the Project Area has been conducted, including a specific description of the work performed,

and (2) either (a) certify that diligent investigation of the Project Area has revealed no evidence of a Release of Hazardous Substances or violation of Environmental Laws, or (b) if a Release or violation of Environmental Laws is detected, identify and describe (i) the types and levels of Hazardous Substances detected; (ii) the physical boundaries of the Release, including operation other than the Project Area; (iii) the actual and potential risks to the environment from such Release or violation; and (iv) the procedures and actions necessary to remedy the Release or violation in compliance with Environmental Laws and the requirements of this Lease. If such Exit Audit discloses a Release of Hazardous Substances by Lessee (including any of its contractors, employees, or agents), a violation of Environmental Laws by Lessee, or a Default by Lessee of its obligations under this Lease, including **Section 11.2**, Lessee shall pay the expense of performing all remediation.

11.17.4. Audit Requirements. The scope of any Special Audit and the Exit Audit will be reasonably determined by Lessor, in consultation with Lessee, consistent with the definition of Environmental Audit in **Subsection 11.1.2**. If any Special Audit or the Exit Audit recommends additional testing or analysis, or recommends an additional audit, then, unless otherwise agreed to in writing by Lessor and Lessee, Lessee will perform the additional recommended testing, analysis, or audit, and the records and results of the additional work will be considered a part of the audit that triggered the need for the additional work. Lessor and Lessee will each receive a signed copy of any such report prepared under this Lease.

11.17.5. Audit Results. The Initial Audit will be used as a baseline for determining the current environmental condition of the Project Area and Lessee's potential future environmental responsibility under this Lease. If the presence of a Hazardous Substance, a Hazardous Substance Release, a violation of Environmental Laws, or a violation of an environmental provision of this Lease is discovered or disclosed in the Project Area during Lessee's construction or by virtue of the Initial Audit, Lessee will be responsible for all response, remediation, restoration, and Environmental Costs arising from the Hazardous Substance, Hazardous Substance Release, violation of Environmental Laws, and any required clean-up, as determined by the applicable government reporting agency. The Exit Audit will be used to assess the environmental condition of the Project Area at the termination of the Lease. If any reportable quantity of any Hazardous Substance is discovered through the Exit Audit that is located in an area where Lessee has been performing work since the Initial Audit, and the Hazardous Substance identified is one that Lessee used during the Lease, then Lessee will be responsible for all environmental remediation unless Lessee can establish that Lessee did not cause or contribute to that Hazardous Substance Release.

11.17.6. Limitation on Lessor Liability. Lessor shall have no liability to Lessee for any Hazardous Substance Release caused by any third party, even if Lessor gave that third party permission to use the Project Area, but Lessee shall have a direct right of recourse against such third party. As used herein, a third party does not include Lessor's own contractors, agents, or employees operating in the Project Area on Lessor's behalf after the date of the Initial Audit who cause a Hazardous Substance Release, for which Lessor will then be responsible. Lessor shall have no liability for any Hazardous Substance Release

within the Project Area unless actually caused by Lessor after the Initial Audit. If any Hazardous Substance is discovered by the Initial Audit, or during Lessee's construction, Lessor will have no obligation to Lessee to remediate or contribute to the remediation of any discovered Hazardous Substance due to Lessor's ownership of the land. Lessee shall be responsible for such remediation and Lessee shall not seek contribution from Lessor.

11.17.7. Lessor's Environmental Indemnity. Without in any way limiting the generality of the General Indemnity set forth in **Section 16.3**, Lessor will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessee, taking into account insurance defense requirements), indemnify, and hold harmless Lessee from and against all Environmental Costs claimed against or assessed against Lessee arising from acts of Lessor on or about the Project Area after the date of the Initial Audit. Lessor will be responsible to promptly and fully address and remediate any claims for Natural Resources Damages, as directed by the agency assessing such damage claim. Notwithstanding the foregoing, Lessor will not be responsible for, and does not indemnify Lessee for any actions of Lessee or any other third party (excluding Lessor's own employees, agents, contractors, or suppliers) that cause environmental damage or a violation of any Environmental Law within the Project Area.

## **12. TERMINATION, ABANDONMENT, AND SITE RESTORATION**

12.1. If Lessor believes that Lessee has abandoned its use of the Lease Area, Lessor shall provide written notice, articulating the reason for its belief thereof, to Lessee through the designated contact person maintained by Lessee under this Lease, said notice to be sent by certified mail and facsimile. Unless Lessee has responded within thirty (30) calendar days after such notice has been sent, by providing Lessor with a written response articulating the reasons why abandonment has not occurred, then Lessor may proceed to record an affidavit providing notice of abandonment and termination of this Lease with the Clackamas County Recorder's office. If Lessee does provide a written statement disputing Lessor's finding of abandonment, the dispute resolution process of **Section 15** will apply. In the event the Lease is terminated early for any reason, all Rent that has been paid will remain the sole property of Lessor. See also **Subsection 13.2.1**.

12.2. Within thirty (30) days following termination of this Lease, Lessee may request a meeting with Lessor to discuss removal plans for the pipeline or to propose other options to removal, with the clear understanding that whether or not to require removal of the pipeline and consider other options shall be within the sole discretion of Lessor. Lessor's decision will be final and is not subject to mediation. Within ninety (90) days following termination of this Lease, Lessor will provide written notice to Lessee as to whether Lessor will require removal of the pipeline, in whole or in part. If removal is required, Lessor and Lessee will meet within thirty (30) days from the date of notice by Lessor for removal to arrange a removal plan that minimizes disruption to Lessor's city streets. If Lessor elects to have the pipe removed, Lessee shall promptly remove the pipe and all related appurtenances from or in the Project Area. Upon any removal, Lessee shall reclaim the Project Area to elevations and surface composition the same as prior to such removal, or as needed or caused by filling the pipeline, with Lessee being required to provide necessary fill and topsoil, landscape materials, and asphalt or concrete, as applicable, including any base rock or drainage facilities and utilities in order to sufficiently reclaim the Project Area to pre-existing or

better condition. Lessee shall separately compensate Lessor for any losses and damages to the Project Area incurred by reason of any defective or deficient reclamation and removal. Lessee shall also be liable for and shall indemnify Lessor against any claims for damage, destruction, or injury to any third party as a result of Lessee's removal and reclamation work, or filling the pipeline in, on, or about the Lease Area. Removal work plan is subject to Lessee review and written approval.

### **13. LESSEE DEFAULT**

13.1. **Event of Default.** The following will constitute an "Event of Default" if not cured within the applicable cure period as set forth below:

13.1.1. Default in Rent. Failure of Lessee to pay any Rent or other charge within ten (10) Business Days after written notice from Lessor shall be an Event of Default.

13.1.2. Lapse of or Change in Insurance Coverage. Should Lessee allow any provided insurance policies to lapse or to be materially changed without Lessor's prior written consent, such lapse or material change will be an Event of Default if not cured within three (3) Business Days of lapse of coverage or any material change in coverage.

13.1.3. Default in Other Covenants. Failure of Lessee or any of its contractors, subcontractors, suppliers, agents, or employees to comply with any term or condition or to fulfill any obligation of this Lease (other than the payment of Rent or other charges) within thirty (30) days after written notice by Lessor specifying the nature of the Default with reasonable particularity will be an Event of Default. If the Default is of such a nature that it cannot be completely remedied within the thirty (30) day period, Lessee will be in compliance with this provision if Lessee begins correction of the Default within the thirty (30) day period and, thereafter, proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if Lessee violates the same provision of this Lease more than two (2) times in any rolling twelve (12) month period, measured from the date notice of the violation is given by Lessor, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Lessor; provided however, if there is a third violation of the same Lease provision that occurs within the same twelve (12) month period that is of a truly de minimis and inadvertent nature and Lessee promptly cures it within thirty (30) days or less, Lessor will not declare an immediate Default.

13.1.4. Insolvency. Any of the following will be an Event of Default: An assignment by Lessee or any one of them for the benefit of creditors; filing by Lessee of a voluntary petition of bankruptcy; adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within ninety (90) days after filing; or attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ninety (90) days. Provided, however, if one or more Lessee remains solvent and is in full compliance with this Lease, and all Rent has been paid, insolvency by one of the Lessees will not be an

Event of Default under this Lease as long as the remaining Lessees continue to fully and timely perform.

13.2. **Remedies on Default.** If an Event of Default occurs, Lessor, at Lessor's sole option, may terminate this Lease by notice, in writing, in accordance with **Section 18**. The notice may be given before or within any of the above-referenced cure periods or grace periods for Default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods.

13.2.1. Termination. If this Lease is terminated, Lessor will be entitled to recover promptly, without waiting until the due date, any past due Rent together with future Rent that would otherwise become due and owing up to and through the date fixed for expiration of the Lease Term; any damages suffered by Lessor as a result of the Event of Default, including, without limitation, all obligations of Lessee; and the reasonable costs of reentry, including, without limitation, the cost of any cleanup, site restoration, and removal of Lessee's pipeline and other Lessee property, or any other expense occasioned by Lessee's failure to quit the Lease Area upon termination and to leave it in the condition required at the expiration of this Lease; and any attorney fees, court costs, and fees. Following termination, reentry, or abandonment, Lessor may relet the Lease Area if Lessor deems appropriate, without any obligation to return any Rent, which shall be deemed forfeited and not damages to be mitigated. Lessor will have no obligation to mitigate damages, except as required by Oregon law at the time of termination, and will have no obligation to return any Rent. Notwithstanding the foregoing, however, if such default occurs prior to payment of the final Lump Sum, as described in **Subsection 5.1.2**, Lessee will not be required to make that final Lump Sum payment as long as Lessee fully restores the Project Area to good clean condition, in regard to its pre-existing condition, including removal of any pipe or other Lessee improvements, and such restoration takes place within twelve (12) months of the termination of the Lease. Until the Project Area is fully restored, Rent will continue to accrue and be due and owing, and if not fully restored on or before July 1, 2026, then the full Lump Sum will be due and owing, nonrefundable, and not prorated.

13.2.2. Reentry After Termination. If the Lease is terminated or abandoned for any reason, Lessee's liability for damages will survive the termination, and the rights and obligations of the Parties will be as follows:

(a) Lessee will vacate the Project Area immediately; remove its pipeline and any personal property of Lessee, including its pipeline (the pipeline may be left in place only if agreed to, in writing, in Lessor's sole discretion, as provided in **Section 12**), that Lessee is required to remove and restore at the end of the Lease Term; and perform any cleanup, alterations, or other work necessary to leave the Lease Area in the condition required at the end of the term.

(b) Lessor may reenter, take possession of the Project Area, and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages.

13.2.3. Damages. Damages will be limited to forfeiture of all Rent paid, or due and owing, as provided in **Section 13.2.1**, plus other actual damages, but excluding consequential or punitive damages.

13.2.4. Right to Sue More than Once. In an Event of Default, Lessor may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

13.2.5. Equitable Relief. Lessor may seek injunctive relief or an order of specific performance from any court of competent jurisdiction, requiring that Lessee perform its obligations under this Lease.

13.3. **No Waiver of Default**. No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of partial Rent during the continuance of any breach, will constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, will be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

13.4. **Remedies Cumulative and Nonexclusive**. Each right and remedy of Lessor contained in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease, or existing at law or in equity, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any other such rights or remedies. All such rights and remedies are nonexclusive.

13.5. **Curing Lessee's Default**. If Lessee fails to perform any of Lessee's obligations under this Lease, Lessor, without waiving the failure, may (but will not be obligated to) perform the same for the account of and at the expense of Lessee (using Lessee's Security Deposit or Lessor's own funds, when required), after the expiration of the applicable cure period set forth in **Subsection 13.1.3**, or sooner in the case of an emergency. Lessor will not be liable to Lessee for any claim for damages resulting from such action by Lessor. Lessee agrees to reimburse Lessor, on demand, for any amounts Lessor spends in curing Lessee's Default. Any sums to be so reimbursed will bear interest at the Delinquency Rate.

13.6. **Administrative Costs**. If Lessor gives Lessee one written notice of a violation of a specific provision of this Lease, and Lessee violates the same provision again during the subsequent twelve (12) month period, then in addition to all other rights and remedies set forth herein, Lessee agrees to reimburse Lessor for Lessor's actual administrative costs incurred in connection with any such subsequent violation. Failure by Lessee to pay the costs will be deemed an immediate Event of Default subject to all remedies set forth in this **Section 13**. Such subsequent violation will trigger reinstatement of the Security Deposit, as described in **Section 13.7**.

13.7. **Reestablishment of Security Deposit.** In the event of any of the following violations of the Lease, Lessee will be required to reinstate the Security Deposit described in **Section 5.5**: (a) two or more violations of the same Lease provision within any given one (1) year period); (b) a lapse in the required insurance coverage not cured within three (3) Business Days; (c) a violation of any Environmental Law or Hazardous Substance Release that results in a fine or citation; or (d) any Event of Default not cured within the applicable cure period, or agreed upon extension thereof, after which Lessor elects to allow the Lease to continue.

## 14. **LESSOR DEFAULT**

### 14.1. **Breach by Lessor.**

14.1.1. Notice of Breach. Lessor will not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this **Subsection 14.1.1**, a reasonable time will in no event be less than thirty (30) days after receipt by Lessor of written notice from Lessee specifying what obligation of Lessor has not been performed; however, a Lessor Event of Default will not occur if Lessor's performance is commenced within the thirty (30) day period and thereafter diligently pursued to completion.

14.1.2. Insolvency. In the event of an assignment by Lessor for the benefit of creditors; filing by Lessor of a voluntary petition of bankruptcy; adjudication that Lessor is bankrupt or the appointment of a receiver of the properties of Lessor; the filing of an involuntary petition of bankruptcy and failure of Lessor to secure a dismissal of the petition within ninety (90) days after filing; or attachment of or the levying of execution on the leasehold interest and failure of Lessor to secure discharge of the attachment or release of the levy of execution within ninety (90) days, Lessee may terminate this Lease or, to the greatest extent allowed by law, seek to enforce its terms against any trustee.

14.1.3. No Self-Help. In the event that Lessor fails to cure any breach within the applicable cure period, Lessee will be entitled to seek any of the remedies provided in **Subsection 14.1.4**, but will not be entitled to take self-help action.

14.1.4. Remedies in the Event of a Lessor Default. If an uncured Event of Default is committed by Lessor, Lessee will be entitled to any remedies available at law or in equity for breach of lease; however, damages will be limited to actual damages, excluding consequential and punitive damages.

14.2. **No Waiver of Default.** No failure by Lessee to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no payment of Rent during the continuance of any breach, will constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessor, and no breach by Lessor, will be waived, altered, or modified except by a written instrument executed by Lessee. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and

condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

14.3. **Remedies Cumulative and Nonexclusive.** Each right and remedy of Lessee contained in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease, or existing at law or in equity, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessee of any such rights or remedies will not preclude the simultaneous or later exercise by Lessee of any other such rights or remedies. All such rights and remedies are nonexclusive.

## 15. DISPUTE RESOLUTION

15.1. **Mediation.** Should any dispute arise between the Parties to this Lease, the Parties agree to meet informally to negotiate the problem, upon notice from one Party to the other specifying the dispute that needs to be resolved. If such informal negotiation fails, the Parties will mediate the dispute using a professional mediator, and the Parties will split the cost of the mediator. A Party desiring mediation shall provide the other Party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The Parties will cooperate in good faith to select the mediator within seven (7) days of either Party requesting mediation, and may adopt any procedural format that seems appropriate for the particular dispute. Mediation should be scheduled within fourteen (14) days of selection of the mediator, or as soon as possible, based on availability. In the event the Parties cannot agree on a mediator, the Parties will ask any circuit court judge to appoint a mediator. The mediator will then set the ground rules for the mediation. In the event a written settlement agreement cannot be reached by the Parties within thirty (30) days from the date of the Request to Mediate, or such longer time frame as may be agreed upon, in writing, by the Parties, then the Parties may either agree to binding arbitration or, if all Parties do not agree, then either Party may seek legal relief through the circuit court in Clackamas County, or U.S. District Court if jurisdiction is available.

15.2. **Arbitration.** If the Parties agree to arbitration, selection of the arbitrator, time frame for arbitration, and ground rules for arbitration will be agreed upon at that time. Any arbitrator or arbitrators selected must have a minimum of ten (10) years' of municipal law experience, unless the Parties mutually agree, in writing, otherwise.

15.3. **Injunctive Relief and Specific Performance.** Notwithstanding Section 15.1 or 15.2, even if the Parties agree to mediation or arbitration, either Party may still request immediate equitable remedies of either specific performance or injunctive relief to occur while mediation or arbitration is pending or ongoing. The Parties will otherwise agree to abate the court case pending resolution.

## 16. LIABILITY, INDEMNITIES, AND REIMBURSEMENT

16.1. **Liability.** Lessee shall be strictly liable for all claims for damages, losses, or injury to person or property caused by or arising out of Lessee's use or occupancy of the Project Area, except to the extent any such claim arises from the direct negligence or willful misconduct of

Lessor, including Lessor's contractors, agents, or employees acting on Lessor's behalf. See also **Section 11** pertaining to Lessee's environmental liability and indemnities.

**16.2. Lessee's General Indemnity.** Lessee agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, reimburse, and hold harmless Lessor from and against any and all claims, demands, damages to person or property, including Lessor's own property, causes of action for injury or death, fines, penalties, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), liabilities, losses, proceedings, and/or suits that may be imposed on or claimed against Lessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Lessee or its partners, officers, directors, members, managers, agents, employees, invitees, contractors, subcontractors, and suppliers; (b) any use, occupation, management, or control of the Project Area by Lessee, including, but not limited to, the sudden or accidental release of raw water that causes damage to person or property; (c) any condition created in or about the Project Area by Lessee, including any accident, injury, or damage occurring on or about the Project Area during this Lease, unless caused by Lessor or a third party unrelated to Lessee; (d) any breach, violation, or nonperformance of any of Lessee's obligations under this Lease; or (e) any damage caused on or to the Project Area during Lessee's use or occupancy thereof, unless caused by Lessor or a third party unrelated to Lessee. As used throughout this **Section 16**, "Lessee" includes all of Lessee's partners, officers, directors, members, managers, agents, employees, invitees, contractors, consultants, and suppliers. To the greatest extent allowed by law, this indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis, in which Lessor is named.

**16.3. Lessor Indemnity of Lessee.** Lessor agrees to defend (using legal counsel reasonably acceptable to Lessee, taking into account insurance defense requirements), indemnify, reimburse, and hold harmless Lessee from and against any and all claims, demands, damages to person or property, including Lessee's own property, causes of action for injury or death, fines, penalties, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), liabilities, losses, proceedings, and/or suits that may be imposed on or claimed against Lessee as a result of Lessor's own direct negligence or willful misconduct within the Project Area. Lessor will not be liable to Lessee for any act or omission of any third party to whom Lessor may have also granted access to the Project Area.

**16.4. Survival.** This **Section 16** will survive the termination of this Lease with respect to all matters arising or occurring before surrender of the Lease Area by Lessee, including, but not limited to, pipe removal and property restoration.

**16.5. Scope of Indemnity.** For purpose of this **Section 16**, references to "Lessor" are deemed to include its respective officers, directors, employees, agents, invitees, consultants, and contractors.

## **17. CONDEMNATION**

If the Lease Area or any interest therein is taken as a result of the exercise of the right of eminent domain or under threat thereof (a "Taking"), this Lease will terminate with regard to the portion that

is taken by condemnation authority. If Lessee determines that the portion of the Lease Area taken does not feasibly permit the continuation of the operation of the pipeline, this Lease will terminate. The termination will be effective as of the date of the Taking. Any condemnation award relating to the land will be the property of Lessor. Lessee will not be entitled to any proceeds of any such real property award, except Lessee will be entitled to any compensation attributed by the condemning authority to Lessee's relocation expense, pipeline and related appurtenances, prepaid Rent, or loss or interruption of business.

**18. NOTICES AND EMERGENCY CONTACT NUMBERS**

18.1. **Notices.** All notices required under this Lease will be deemed to be properly served when hand-delivered or on the third Business Day after mailing via certified mail, return receipt requested, to the last address previously furnished by the Parties hereto in accordance with the requirements of this **Section 18**. Until hereafter changed by the Parties by notice, in writing, sent in accordance with this **Section 18**, notices must be sent to the following addresses:

To Wilsonville:           City of Wilsonville  
                                  Attn: Finance Director  
                                  29799 SW Town Center Loop East  
                                  Wilsonville, OR 97070

with copy to: Wilsonville City Attorney  
                                  29799 SW Town Center Loop East  
                                  Wilsonville, OR 97070

To Hillsboro:            City of Hillsboro  
                                  Attn: Water Director  
                                  150 East Main Street  
                                  Hillsboro, OR 97123

with copy to: City Attorney  
                                  150 East Main Street  
                                  Hillsboro, OR 97123

To TVWD:                Tualatin Valley Water District  
                                  Attn: Chief Executive Officer  
                                  1850 SW 170<sup>th</sup> Avenue  
                                  Beaverton, OR 97003

with copy to: District Counsel  
                                  1850 SW 170<sup>th</sup> Avenue  
                                  Beaverton, OR 97003

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this Notice provision.

18.2. **Emergency Contact Numbers.** Lessor's 24-hour emergency contact number is 1-866-252-3614. Lessee's 24-hour emergency contact number is 503-848-3000. The emergency number may be changed by giving notice as provided above.

## 19. **CHANGES IN LAW**

The Parties acknowledge that Lessor has no obligation to allow Lessee to place a pipe through Wilsonville without Lessor's agreement. Accordingly, the Parties have agreed to this Agreement and have affirmatively relied upon it in allowing the pipe to be placed in the Lease Area for ninety-nine (99) years for the agreed upon Rent and other consideration contained herein. The Parties agree that this Lease is fair, reasonable, and mutually advantageous to the Parties at the time it is entered into and shall be binding for the duration of its Term, regardless of future changes in law or circumstance, unless modification is mutually agreed to, in writing, by the Parties. Neither Party will attempt to change any law in order to void the terms of this Lease.

## 20. **GENERAL PROVISIONS**

20.1. **Covenants, Conditions, and Restrictions.** This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, rights of way, and any other matters of record as of the date of this Lease regarding the Lease Area and to any applicable land use or zoning laws or regulations.

20.2. **Assignments Without Release.** This Lease shall be binding upon, inure to the benefit of, and be applicable to Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, that if all Rent due has been paid, Lessee may assign this Lease to an intergovernmental entity organized under ORS 190 as a municipal water provider for the purpose of constructing and operating the pipeline and related public water facilities. In the event of any assignment by Lessee or any successive lessee, the assignment will be without release and Lessee shall remain fully responsible for all obligations, responsibilities, and liabilities of Lessee under this Lease (including, but not limited to, requirements as to indemnity and insurance).

20.3. **Nonwaiver.** The waiver by either Party of strict performance of any provision of this Lease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

20.4. **Attorney Fees.** If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover attorney, paralegal, accountant, and other expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Lease requires one Party to defend the other Party, the defense will

be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance, with the insurance carrier designating the defense counsel.

20.5. **Time of Essence.** Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

20.6. **No Warranties or Guarantees.** Lessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Lease Area, or suitability of the Lease Area for Lessee's use. Lessor will not be responsible for any loss, damage, or costs that may be incurred by Lessee by reason of any such condition. In no event will any Lessor approval, consent, acquiescence, or authorization given to Lessee be construed as Lessor's representation or warranty that such matter being approved, consented to, authorized, or acquiesced is appropriate, suitable, practical, safe, or in compliance with any applicable state or federal law, and Lessee will remain solely responsible and liable for any action taken by Lessee.

20.7. **Governing Law.** This Lease is governed by and will be construed according to the laws of the State of Oregon, without regard to its choice-of-law provisions. Any action or suit to enforce or construe any provision of this Lease by either Party will be brought in the Circuit Court of the State of Oregon for Clackamas County or in United States Federal Court for the District of Oregon if there are jurisdiction and grounds.

20.8. **Survival.** Any covenant or condition (including, but not limited to, environmental obligations and all indemnification agreements) set forth in this Lease, the full performance of which is not specifically required before the expiration or earlier termination of this Lease, and any covenant or condition that by its terms is to survive, will survive the expiration or earlier termination of this Lease and will remain fully enforceable thereafter.

20.9. **Partial Invalidity.** If any provision of this Lease is held to be unenforceable or invalid, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, all the other provisions of this Lease will be deemed valid and enforceable to the fullest extent.

20.10. **Modification.** This Lease may not be modified except in writing, signed by all Parties.

20.11. **Successors.** The rights, liabilities, and remedies provided in this Lease will extend to the heirs, legal representatives and, as far as the terms of this Lease permit, successors and assigns of the Parties. The words "Lessor," "Lessee," and their accompanying verbs or pronouns, whenever used in the Lease, apply equally to all persons, firms, or corporations that may be or become Parties to this Lease.

20.12. **Calculation of Time.** Unless referred to in this Lease as Business Days, all periods of time referred to in this Lease include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period extends to include the next day that is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" means any

holiday observed by the federal government. "Business Day" means any day Monday through Friday, excluding Legal Holidays when Lessor's City Hall is closed for business.

**20.13. Exhibits Incorporated by Reference.** All exhibits attached to this Lease are incorporated by reference as if fully set forth herein.

**20.14. Interpretation of Lease; Status of Parties.** This Lease is the result of arm's length negotiations between Lessor and Lessee and will not be construed against Lessor by reason of its preparation of this Lease. Nothing contained in this Lease will be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship, between the Parties hereto.

**20.15. Force Majeure.** The time for performance of any of Lessee's or Lessor's obligations hereunder will be extended for a period equal to any hindrance, delay, or suspension in the performance of that Party's obligations beyond the Party's reasonable control, and directly impacting the Party's ability to perform, caused by any of the following events: unusually severe acts of nature, including floods, earthquakes, hurricanes, and other extraordinary weather conditions; civil riots, war, terrorism, or invasion; any delay occurring in receiving approvals or consents from any governmental authority, including DEQ or other agency review of environmental reports (as long as an application for the approval or consent was timely filed and thereafter diligently pursued); major fire or other major unforeseen casualty; labor strike that precludes the Party's performance of the work in progress; or extraordinary and unanticipated shortages of materials (each a "Force Majeure Event"). Lack of funds or willful or negligent acts of a Party will not constitute a Force Majeure Event. Further, it will be a condition to any extension of the time for a Party's performance hereunder that the Party notify the other Party within five (5) Business Days, or as soon thereafter as reasonably practicable, following the occurrence of the Force Majeure Event and diligently pursue the delayed performance as soon as is reasonably possible.

**20.16. Prior Agreements Superseded.** This Lease supersedes any prior verbal or written agreement between the Parties with respect to the Lease Area and any Project Area, except the *Cooperative Improvement (Utility) Agreement* between the State of Oregon, the City of Wilsonville, Tualatin Valley Water District, and the City of Hillsboro, dated April 22, 2016; the *Agreement Regarding Water Treatment Plant Design, Construction, Operation, and Property Ownership*, dated July 6, 2000, by and between the City of Wilsonville and Tualatin Valley Water District, as it may be amended; and the *Accord Agreement*, dated June 19, 2001.

**20.17. Capacity to Execute; Mutual Representations.** Lessor and Lessee each warrant and represent to one another that this Lease constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing process has been followed in order to authorize the execution, delivery, and performance of this Lease by it. The individuals executing this Lease each warrant that they have full authority to execute this Lease on behalf of the entity for whom they purport to be acting.

**20.18. Entire Agreement.** This Lease, together with all exhibits attached hereto and plans and as-builts expressly referenced in this Lease, and by this reference incorporated herein,

constitutes the entire agreement between Lessor and Lessee with respect to the leasing of the Lease Area.

20.19. **Counterparts.** This Lease may be executed in one or more counterparts.

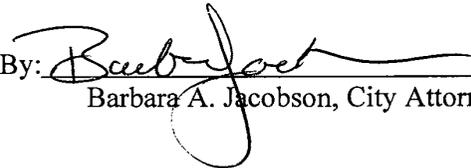
20.20. **Memorandum of Lease.** Lessee may record a Memorandum of Lease in the form attached hereto as **Exhibit F**.

IN WITNESS WHEREOF, this Lease is executed as of the 21st day of March, 2018.

CITY OF WILSONVILLE, by and through  
its elected officials

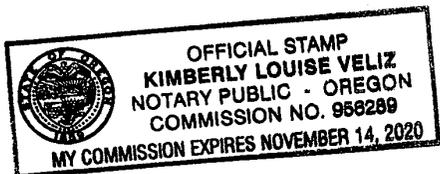
APPROVED AS TO LEGAL FORM:

By:   
Bryan Cosgrove, City Manager

By:   
Barbara A. Jacobson, City Attorney

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on March 21, 2018,  
by Bryan Cosgrove, as City Manager of the City of Wilsonville.



  
Notary Public - State of Oregon

CITY OF HILLSBORO, by and through  
its elected officials

By:   
Michael Brown, City Manager

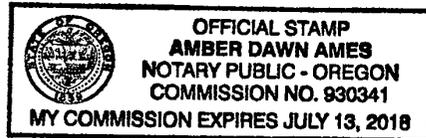
APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Christopher Crean, City Attorney

STATE OF OREGON        )  
                                  ) ss.  
County of Washington    )

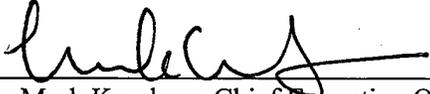
This instrument was acknowledged before me on March 26, 2018,  
by Michael Brown, as City Manager of the City of Hillsboro.

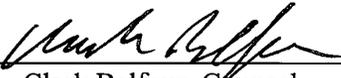
  
Notary Public – State of Oregon



TUALATIN VALLEY WATER DISTRICT,  
by and through its elected officials

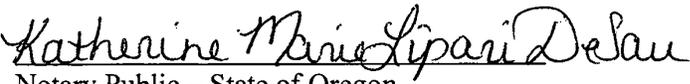
APPROVED AS TO LEGAL FORM:

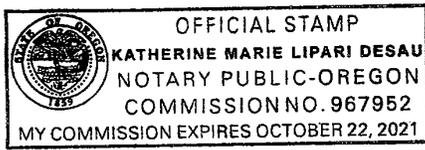
By:   
Mark Knudson, Chief Executive Officer

By:   
Clark Balfour, Counsel

STATE OF OREGON            )  
  ) ss.  
County of Washington    )

This instrument was acknowledged before me on March 21, 2018,  
by Mark Knudson, as Chief Executive Officer of the Tualatin Valley Water District.

  
Notary Public – State of Oregon



I:\dir\wr wtp\wgg wwspldoc\agr ground lease-hillsboro-tvwd 27.3

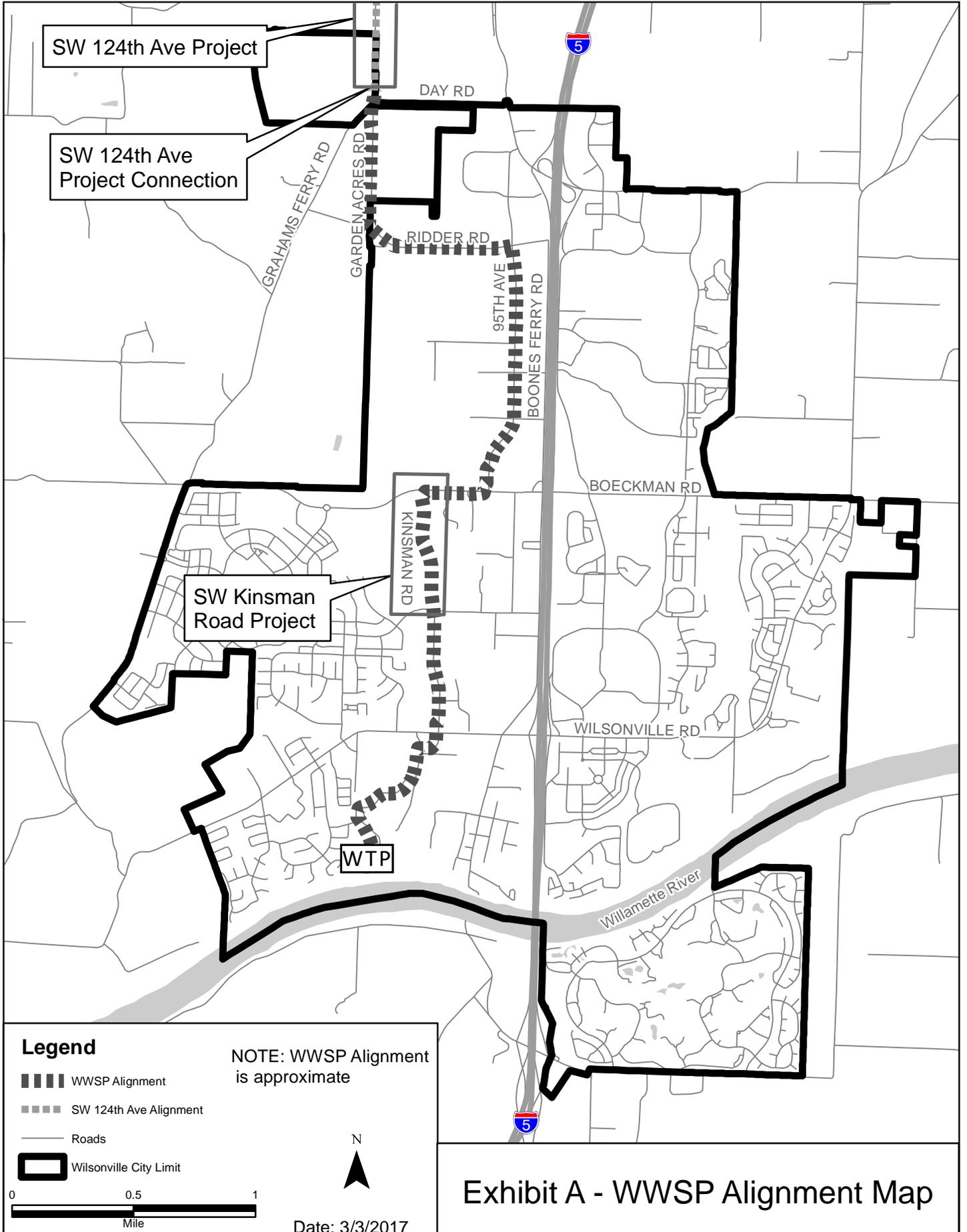


Exhibit A - WWSP Alignment Map

**EXHIBIT B**  
**LEGAL DESCRIPTION**

[Placeholder]

**EXHIBIT B-1  
AS-BUILTS**

[Placeholder]

Exhibit C  
2016 Public Works Plan Submittal Requirements  
and Other Engineering Requirements  
Revised for Willamette Water Supply Program Plan Submittals

Note: These requirements are typical and can be expected to change from time to time – the requirements at the time of plan submittal will apply

---

1. All construction or improvements to public works facilities or within the public right-of-way shall be in conformance with the City of Wilsonville Public Works Standards - 2015.
2. Lessee shall submit insurance requirements to the City of Wilsonville as set forth in the Ground Lease.
3. No construction of, or connection to, any existing or proposed utility/improvements will be permitted until all plans are approved by City Staff, all fees have been paid, all necessary permits, rights-of-way and easements have been obtained and City Staff is notified a minimum of 24 hours in advance.
4. All utility/improvement plans submitted for review shall be based upon a 22”x 34” format and shall be prepared in accordance with City of Wilsonville Public Works Standards.
5. Plans submitted for review shall meet the following general criteria:
  - a. Design of any utility improvements in the right-of-way shall be approved at the time of the issuance of a Public Works Permit. Private utility improvements are subject to review and approval by the City Building Department.
  - b. In the plan set for the PW Permit, existing utilities and features, and proposed new private utilities, shall be shown in a lighter, grey print. Proposed improvements shall be shown in bolder, black print.
  - c. All elevations on design plans and record drawings shall be based on NAVD 88 Datum.
  - d. All proposed on and off-site public/private utility improvements shall comply with State of Oregon and City of Wilsonville requirements and any other applicable codes.
  - e. Design plans shall identify existing and proposed locations for street lighting, gas service, power lines, telephone poles, cable television, mailboxes, and any other public or private utility within the general construction area.
  - f. As per City of Wilsonville Ordinance No. 615, all new utilities and ancillary equipment, including but not limited to pipelines, gas, telephone, cable, fiber-optic, and electric improvements, shall be installed underground. Existing overhead utilities shall be undergrounded unless otherwise agreed to, in writing, by the City.
  - g. Any final site landscaping and signing shall not impede any proposed or existing driveway or interior maneuvering sight distance.
  - h. Erosion Control Plan that conforms to City of Wilsonville Ordinance No. 482.
  - i. Existing/proposed rights-of-way, easements, and adjacent driveways shall be identified.
  - j. All engineering plans shall be printed to PDF, combined to a single file, stamped and digitally signed by a Professional Engineer registered in the State of Oregon.
  - k. All plans submitted for review shall be in the form of a digitally signed PDF and three printed sets.

## EXHIBIT C

6. Submit plans in the following general format and order (as applicable) for all public works construction, including utilities in the right-of-way:
  - a. Cover sheet.
  - b. City of Wilsonville construction note sheet.
  - c. General construction note sheet.
  - d. Existing conditions plan.
  - e. Erosion control and tree protection plan.
  - f. Site plan; include property line boundaries, water quality pond boundaries, sidewalk improvements, rights-of-way (existing/proposed), easements (existing/proposed), and sidewalk and road connections to adjoining properties.
  - g. Grading plan, with one-foot contours.
  - h. Composite utility plan; identify storm, sanitary, and water lines; identify storm and sanitary manholes.
  - i. Detailed plans; show plan view and either profile view or provide i.e.'s at all utility crossings; include laterals in profile view or provide table with i.e.'s at crossings; vertical scale 1"= 5', horizontal scale 1"= 20' or 1"= 30'.
  - j. Street plans.
  - k. Storm sewer/drainage plans; number all lines, manholes, catch basins, and cleanouts for easier reference.
  - l. Water and sanitary sewer plans; number all lines, manholes, and cleanouts for easier reference.
  - m. Detailed plan for stormwater detention facility (both plan and profile views), including water quality orifice diameter and manhole rim elevations. Provide detail of inlet structure and energy dissipation device. Provide details of drain inlets, structures, and piping for outfall structure. Note that although stormwater detention facilities are typically privately maintained, they will be inspected by engineering, and the plans must be part of the Public Works Permit set.
  - n. Detailed plan for water quality facility (both plan and profile views). Note that although stormwater quality facilities are typically privately maintained, they will be inspected by Natural Resources, and the plans must be part of the Public Works Permit set.
  - o. Composite franchise utility plan.
  - p. City of Wilsonville detail drawings.
  - q. Illumination plan.
  - r. Striping and signage plan.
  - s. Landscape plan.
7. Lessee shall install, operate, and maintain adequate erosion control measures in conformance with the standards adopted by City of Wilsonville Ordinance No. 482 during the construction of any public/private utility and building improvements, until such time as approved permanent vegetative materials have been installed.
8. Lessee shall work with the City's Natural Resources department before disturbing any soil on the respective site. If five or more acres of the site will be disturbed, Lessee shall obtain a 1200-C permit from the Oregon Department of Environmental Quality. If one to less than five acres of the site will be disturbed, a 1200-CN permit from the City of Wilsonville is required.

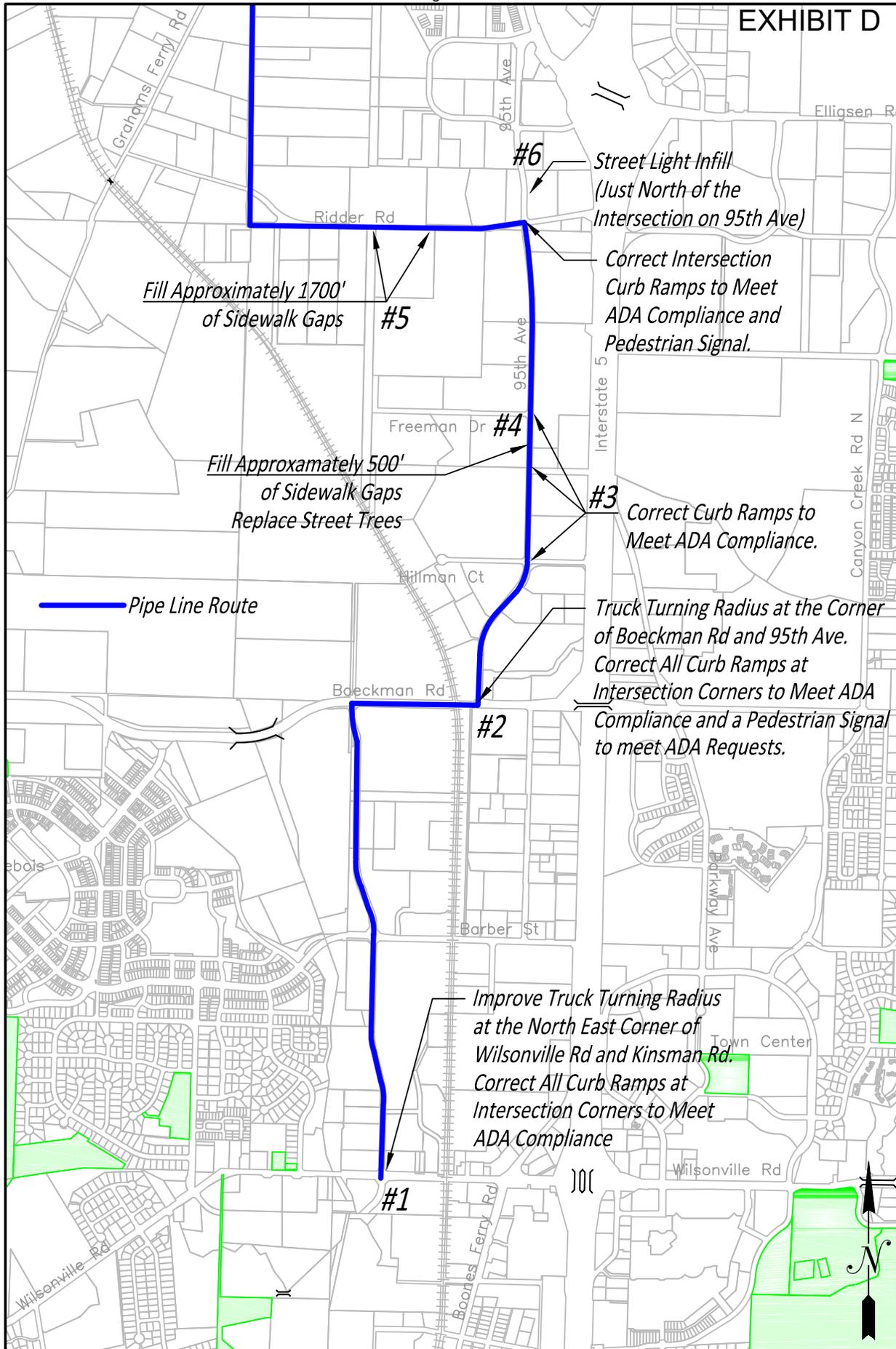
## EXHIBIT C

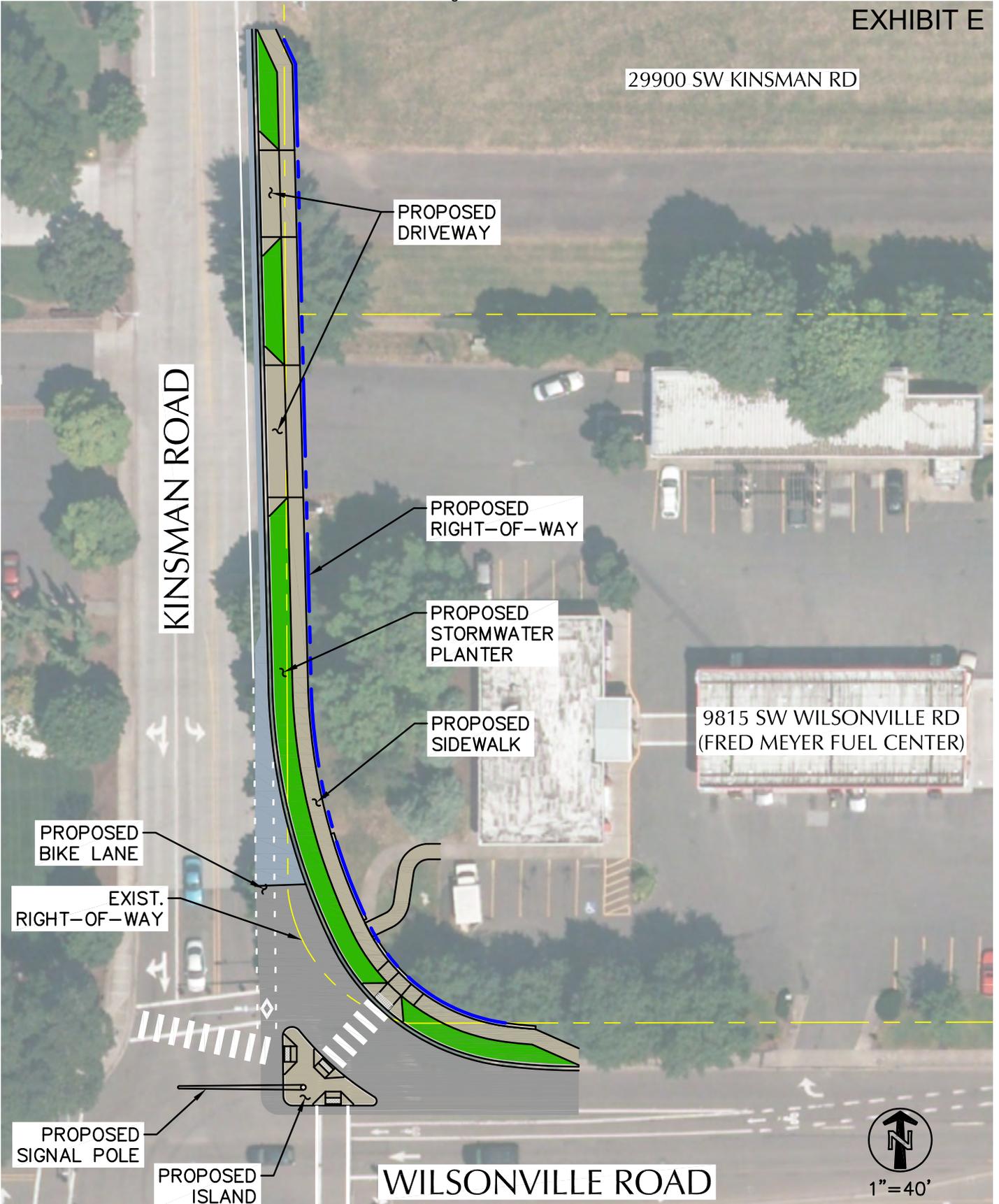
9. Lessee shall be in conformance with all stormwater and flow control requirements for the proposed development per City of Wilsonville Public Works Standards.
10. A stormwater analysis prepared by a Professional Engineer registered in the State of Oregon shall be submitted for review and approval by the City.
11. Lessee shall be in conformance with all water quality requirements for the proposed development per City of Wilsonville Public Works Standards. If a mechanical water quality system is used, prior to City acceptance of the project, Lessee shall provide a letter from the system manufacturer stating that the system was installed per specifications and is functioning as designed.
12. Stormwater quality facilities shall have approved landscape planted and/or some other erosion control method installed and approved by the City of Wilsonville prior to streets and/or alleys being paved.
13. All survey monuments on the subject site, or that may be subject to disturbance within the construction area, and the construction of any off-site improvements shall be adequately referenced and protected prior to commencement of any construction activity. If the survey monuments are disturbed, moved, relocated, or destroyed as a result of any construction, Lessee shall, at its cost, retain the services of a registered professional land surveyor in the State of Oregon to restore the monument to its original condition and file the necessary surveys as required by Oregon State law. A copy of any recorded survey shall be submitted to City Staff.
14. Sidewalks, crosswalks, and pedestrian linkages in the public right-of-way shall be in compliance with the requirements of the U.S. Access Board.
15. A City approved energy dissipation device shall be installed at all proposed storm system outfalls. Storm outfall facilities shall be designed and constructed in conformance with City of Wilsonville Public Works Standards.
16. Lessee shall provide a 'stamped' engineering plan and supporting information that shows the proposed street light locations meet the appropriate AASHTO lighting standards for all proposed streets and pedestrian alleyways.
17. All required pavement markings, in conformance with the Transportation Systems Plan and the Bike and Pedestrian Master Plan, shall be completed in conjunction with any conditioned street improvements.
18. Street and traffic signs shall have a high-intensity prismatic finish meeting ASTM 4956 Spec Type 4 standards.
19. Lessee shall provide adequate sight distance at all project driveways by driveway placement or vegetation control. Specific designs to be submitted and approved by the City Engineer. Coordinate and align proposed driveways with driveways on the opposite side of the proposed project site.

## EXHIBIT C

20. Access requirements, including sight distance, shall conform to the City's Transportation Systems Plan (TSP), or as approved by the City Engineer. Landscaping plantings shall be low enough to provide adequate sight distance at all street intersections and alley/street intersections.
21. For any new public easements created with the project, Lessee shall be required to produce the specific survey exhibits establishing the easement and shall provide the City with the appropriate easement document (on City approved forms).
22. Mylar Record Drawings: At the completion of the installation of any required public improvements or utilities in the right-of-way, and before a 'punch list' inspection is scheduled, the Engineer shall perform a record survey. Said survey shall be the basis for the preparation of 'record drawings' which will serve as the physical record of those changes made to the plans and/or specifications, originally approved by City Staff, that occurred during construction. Using the record survey as a guide, the appropriate changes will be made to the construction plans and/or specifications and a complete revised 'set' shall be submitted. The 'set' shall consist of drawings on 3 mil. mylar, an electronic copy in AutoCAD - current version, and a digitally signed PDF.

EXHIBIT D





File: N:\c:\p\2015\315005-10-Wilsonville-ADA-Ramp-Replacement\CAD\Plot\Exhibit\5005-EXH-RightTurnLane.dwg TAB:EXH  
 Plotted: 6/2/16 at 9:56am By: joaduo

## Right Turn Lane - Concept Plan

Kinsman Road & Wilsonville Road  
 City of Wilsonville, Oregon



*After recording, return to:*  
Tualatin Valley Water District  
Attn: Chief Executive  
1850 SW 170<sup>th</sup> Avenue  
Beaverton, OR 97003

**MEMORANDUM OF GROUND LEASE FOR RAW WATER PIPELINE**

This Memorandum of Ground Lease (“Memorandum”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Wilsonville**, a duly chartered home rule municipal government of the State of Oregon (“Lessor”), the **City of Hillsboro**, a duly chartered home rule municipal government of the State of Oregon, and the **Tualatin Valley Water District**, a duly organized water supply district under Oregon Revised Statutes (ORS) Chapter 264 (hereinafter jointly and severally referred to as “Lessee”), as follows:

1. Ground Lease Area Legal Description. The Lease Area is described on **Exhibit A**, attached hereto and incorporated by reference herein.
2. Ground Lease Purpose. The allowed use is for the installation, operation, maintenance, repair, and replacement for a raw water transmission pipeline, as more particularly described in the Lease.
3. Ground Lease Term. The term of this Lease is commenced on \_\_\_\_\_, 2018 and shall terminate on June 30, 2115, unless terminated earlier in accordance with the terms of the Ground Lease.
4. Other Ground Lease Terms. The sole purpose of this Memorandum is to provide constructive notice of the existence of this Ground Lease. In the event of a conflict between the terms of the Ground Lease and this Memorandum, the terms of the Ground Lease shall control. The entire Ground Lease may be made available by contacting any of the parties thereto whose contact information is as follows:

To Wilsonville:           City of Wilsonville  
                                   Attn: Finance Director  
                                   29799 SW Town Center Loop East  
                                   Wilsonville, OR 97070

EXHIBIT F

To Hillsboro: City of Hillsboro  
Attn: Water Director  
150 East Main Street  
Hillsboro, OR 97123

To TVWD: Tualatin Valley Water District  
Attn: Chief Executive Officer  
1850 SW 170<sup>th</sup> Avenue  
Beaverton, OR 97003

IN WITNESS WHEREOF, the parties have respectively executed this Memorandum effective as of the date first above written. This Memorandum may be executed in counterpart.

CITY OF WILSONVILLE, by and through  
its elected officials

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Bryan Cosgrove, City Manager

By: \_\_\_\_\_  
Barbara A. Jacobson, City Attorney

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas    )

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Bryan Cosgrove, as City Manager of the City of Wilsonville.

\_\_\_\_\_  
Notary Public – State of Oregon

EXHIBIT F

CITY OF HILLSBORO, by and through  
its elected officials

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Michael Brown, City Manager

By: \_\_\_\_\_  
Christopher Crean, City Attorney

STATE OF OREGON        )  
                                  ) ss.  
County of Washington    )

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Michael Brown, as City Manager of the City of Hillsboro.

\_\_\_\_\_  
Notary Public – State of Oregon

EXHIBIT F

TUALATIN VALLEY WATER DISTRICT,  
by and through its elected officials

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Mark Knudson, Chief Executive Officer

By: \_\_\_\_\_  
Clark Balfour, Counsel

STATE OF OREGON        )  
                                  ) ss.  
County of Washington    )

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Mark Knudson, as Chief Executive Officer of the Tualatin Valley Water District.

\_\_\_\_\_  
Notary Public – State of Oregon

**RESOLUTION NO. 2919**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO FIRST AMENDMENT TO GROUND LEASE FOR RAW WATER PIPELINE WITH THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION.**

WHEREAS, Willamette Water Supply System (WWSS) Commission intends to pump raw water through a raw water pipeline from the Willamette River through the Willamette River Water Treatment Plant (WRWTP) Willamette Intake Facilities (WIF) to its new water treatment plant to be built near the intersection of SW 124<sup>th</sup> Avenue and SW Tualatin-Sherwood Road in Washington County; and

WHEREAS, on May 1, 2017, the City of Wilsonville entered into Ground Lease Agreement for Raw Water Pipeline (Lease) with the City of Hillsboro and Tualatin Valley Water District (TVWD), leasing an area of land in which to place an approximately 6-foot (6') diameter raw water pipeline approximately eight feet (8') underground, stretching for approximately three (3) miles through the City of Wilsonville for a period of 99 years; and

WHEREAS, pursuant to Section 20.2 of the Lease, City of Hillsboro, TVWD, and the City of Beaverton have formed the WWSS Commission, an ORS Chapter 190 entity, by agreement effective July 1, 2019, which agreement assigned all of Hillsboro's and TVWD's rights under the Lease to the WWSS Commission; and

WHEREAS, the Lease includes as additional consideration, six (6) Right-of-Way Enhancement Projects and Deficiencies (Enhancement Projects), representing significant improvements to City infrastructure, which will benefit Wilsonville; and

WHEREAS, the City of Wilsonville and WWSS Commission agree to amend the Enhancement Projects through a First Amendment to the Lease, exchanging higher priority infrastructure projects for those lower in priority and similar in scope and estimated cost.

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

Section 1. The City Council does hereby approve and authorize the City Manager to sign First Amendment to Ground Lease for Raw Water Pipeline between

the City of Wilsonville and Willamette Water Supply System Commission substantially the form attached hereto as **Exhibit A**.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 20<sup>th</sup> day of September 2021, and filed with the Wilsonville City Recorder this date.

---

Julie Fitzgerald, Mayor

ATTEST:

---

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. First Amendment to Ground Lease for Raw Water Pipeline

**EXHIBIT A**  
**CITY OF WILSONVILLE**  
**FIRST AMENDMENT TO**  
**GROUND LEASE FOR RAW WATER PIPELINE**

This First Amendment to Ground Lease (“First Amendment”) is effective the \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”), by and between the **City of Wilsonville**, a duly chartered home rule municipal government of the State of Oregon (“Lessor”), and the **Willamette Water Supply System Commission**, an Oregon intergovernmental entity, successor in interest to the **City of Hillsboro** (“Hillsboro”), a duly chartered home rule municipal government of the State of Oregon, and the **Tualatin Valley Water District** (“TVWD”), a duly organized water supply district under ORS Chapter 264 (together “Lessee”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, Lessor entered into a Ground Lease for Raw Water Pipeline (“Lease”) with Hillsboro and TVWD on March 21, 2018, relating to the raw water transmission pipeline project (“Project”); and

WHEREAS, pursuant to Section 20.2 of the Lease, TVWD, Hillsboro, and the City of Beaverton have formed the Willamette Water Supply System Commission (“WWSS Commission”), an ORS Chapter 190 entity, by agreement effective July 1, 2019, which agreement assigned all of Hillsboro’s and TVWD’s rights under the Lease to the WWSS Commission; and

WHEREAS, Lessor and Lessee continue to work together to achieve a successful Project; and

WHEREAS, to that end, Lessor and Lessee have agreed that certain changes to Section 7.29 of the Lease should be made, and that the parties should formally acknowledge the assignment of the Lease to the WWSS Commission;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

The Lease is amended as follows:

**Section 1. Changes to Right-of-Way Enhancement Projects and Deficiencies**

**Section 7.29** shall be modified as follows:

(2) is partially modified to remove the requirement to create a truck turning radius at the northeast corner of Boeckman Road and 95<sup>th</sup> Avenue only, amended as follows:

*(2) Truck turning radius at the northwest corner of Boeckman Road and 95<sup>th</sup> Avenue (including correction or construction of curb ramps at both the northeast and the northwest corners of Boeckman Road and 95<sup>th</sup> Avenue to meet ADA standards).*

(4) is deleted in its entirety and replaced with the following:

*(4) Remove and replace broken or damaged concrete panels on SW 95<sup>th</sup> Avenue between Boeckman Road and Ridder Road, as currently illustrated on the attached **Exhibit A-1**. Provided, however, if there are other broken or damaged panels within that area that occur before the start of construction, or*

are damaged during construction, those must also be replaced by Lessee. Replacement will be with matching panels and in accordance with Wilsonville public works standards.

(5) is deleted in its entirety and replaced with the following:

(5) Provide and install four-inch fiber optic conduit, with pull vaults, in Lessee’s pipeline trench located in the 95<sup>th</sup> Avenue right-of-way, running the full length between Boeckman Road and Ridder Road, in accordance with Wilsonville public works standards, as illustrated on **Exhibit B-1**. Pull vaults shall be located outside of the roadway and within the existing right-of-way.

Except as set forth herein, all other provisions of **Section 7.29** shall remain as written.

**Section 2. WWSS Commission as Lessee**

All references to Lessee, to Hillsboro, or to TVWD shall be deemed to be references to the Willamette Water Supply System Commission.

**Section 3. All Other Terms**

All of the other terms and conditions of the Lease shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Lease shall apply to this First Amendment.

The Lessor and Lessees hereby agree to all provisions of this First Amendment.

**CITY OF WILSONVILLE**, by and through  
its elected officials

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Bryan Cosgrove, City Manager

By: \_\_\_\_\_  
Barbara A. Jacobson, City Attorney

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Bryan Cosgrove, as City Manager of the City of Wilsonville.

\_\_\_\_\_  
Notary Public – State of Oregon

*[signatures continued on following page]*

**WILLAMETTE WATER SUPPLY SYSTEM COMMISSION,**

by and through its elected officials

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
David Kraska, General Manager

By: \_\_\_\_\_  
Tommy A. Brooks, Commission Attorney

STATE OF OREGON            )  
  ) ss.  
County of Washington        )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by David Kraska, as General Manager of the Willamette Water Supply System Commission.

\_\_\_\_\_  
Notary Public – State of Oregon

# EXHIBIT: A-1

SW BOECKMAN RD

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

VERSION: 4  
DATE: 8/4/2021

MATCHLINE SEE ABOVE RIGHT

SW HILLMAN CT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW NIKE DR

SW 95TH AVE

SW FREEMAN DR

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

SW RIDDER RD

MATCHLINE SEE BELOW LEFT

**LEGEND:**

 CONCRETE PAVING PANELS TO BE REPLACED BY WWSP FOR WILSONVILLE.

 CONCRETE PAVING PANELS REPLACED WITH WWSP PIPELINE CONSTRUCTION.

**NOTE:**

THE CONCRETE PAVING PANELS SHOWN TO BE REPLACED WERE IDENTIFIED IN A FIELD SURVEY BY THE CITY OF WILSONVILLE.



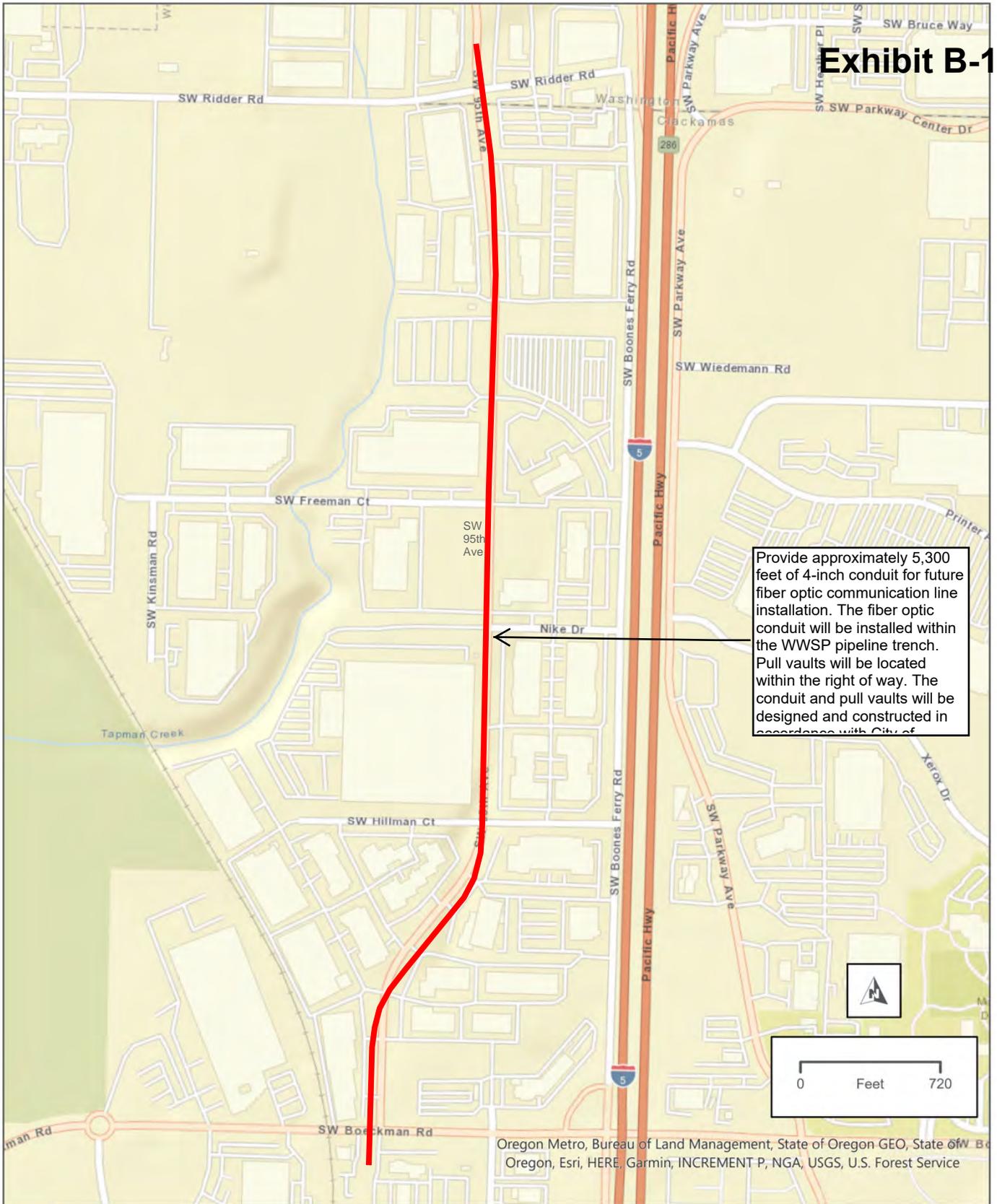
  
(NORTH IS APPROXIMATE, SOME VIEWS HAVE BEEN ROTATED SLIGHTLY TO FIT PAGE)

SW 95TH AVENUE  
CONCRETE PAVING PANELS TO BE REPLACED



City of Wilsonville  
Engineering Division  
29789 SW Town Center Loop East  
Wilsonville, OR 97070  
Phone: 503-682-4960

# Exhibit B-1



FIBER OPTIC CONDUIT IN SW 95TH AVE



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> September, 20, 2021		<b>Subject: Resolution No. 2921</b> Replacement of Central Memorial Park Restroom	
		<b>Staff Member:</b> Dustin Schull, Parks Supervisor	
		<b>Department:</b> Parks and Recreation	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Memorial Park Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

The contract award to Romtec Inc. to replace the central restroom in Memorial Park. This project aligns with the City’s work to implement the Memorial Park Master Plan.

**EXECUTIVE SUMMARY:**

The implementation of the Memorial Park Master Plan is a key initiative for the Park and Recreation team. Through a combination of master plan review, community needs outlook and infrastructure assessments the replacement of the central Memorial Park restroom became the top priority to be implemented.

Memorial Park’s current central restroom facility was built in the 1990’s. At this time the park had a more passive use and the restroom adequately accommodated the needs of the community user groups. As usage patterns shifted over time, Memorial Park has become a major hub in the region for athletics of all types. Softball, baseball, football and soccer teams can all be seen routinely using the space. The busiest seasons around the central restroom are the spring, summer and fall. In 2019, it is calculated that over 105,000 users were in Memorial Park for organized sporting activities alone. This increased usage pattern has resulted in a restroom facility that does not currently meet the communities needs, as a result portable restrooms are seasonally rented to increase capacity.

Upgrading the restroom facility to six (6) individual enclosed, all gender bathrooms supports the City’s diversity equity and inclusion initiatives.

The implementation of six (6) individual user restrooms will provide the parks team the opportunity to close selected restroom sections during both the off-season and times of needed repair. This will result in a long term cost and time savings for the parks team and city.

**EXPECTED RESULTS:**

The replacement and upgrade of the central restroom in Memorial Park will result in an improved user facility for the community.

**TIMELINE:**

Construction will begin after January 1, 2021 and the project will be completed by April 30, 2022.

**CURRENT YEAR BUDGET IMPACTS:**

Total project scope is approximately \$475,000. This funding is located in CIP #9132 – Memorial Park Master Plan Implementation.

**FINANCIAL REVIEW:**

Reviewed by: KAK Date: 9/13/2021

**LEGAL REVIEW:**

Reviewed by: BAJ Date: 9/14/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The Memorial Park Master plan, adopted in 2015, conducted community outreach for this project. Inadequate and outdated restrooms were identified by most of the key stakeholder groups during the master planning process.

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

The replacement and upgrade of the central restroom in Memorial Park will result in an improved user facility for the community. The implementation of six (6) individual user restrooms will provide the parks team the option to close down some restroom sections during both the off season and times of needed repair. This will result in a long-term cost and time savings for the parks team and city.

**ALTERNATIVES:**

No new restroom is built. The current restroom continues to be utilized and is still inadequate and underserves the community usage pattern. The parks team will need to continue to rent portable restrooms on a seasonal basis to provide sufficient facilities to the community during the peak seasons.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2921
  - A. Construction Contract
  - B. New Restroom Drawing

**RESOLUTION NO. 2921**

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A CONSTRUCTION CONTRACT WITH ROMTEC, INC. FOR THE MEMORIAL PARK CENTRAL RESTROOM CONSTRUCTION PROJECT.**

WHEREAS, the City is a member of the Intermountain Education Service District Cooperative (IMESD) that participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA); and

WHEREAS, IMESD/AEPA, provided procurement assistance for the Memorial Park Central Restroom Project, as described in the Contract; and

WHEREAS, Contractor Romtec, Inc. is an approved vendor of IMESD; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Memorial Park restroom construction work, as described in the Construction Contract, attached hereto as **Exhibit A**. and.

WHEREAS, Contractor is prepared to perform this Contract, in accordance with all the terms and conditions as set forth in the Contract; and

WHEREAS, selection of this Contractor through IMESD/AEPA follows public contracting requirements.

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

1. The City Manager is authorized to execute a Construction Contract with Romtec, Inc. for the Memorial Park Central Restroom Construction Project, a the form substantially similar to the attached **Exhibit A**.
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20<sup>th</sup> day of September 2021, and filed with the Wilsonville City Recorder this date.

---

Julie Fitzgerald, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Construction Contract
- B. New Restroom Drawing

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the Memorial Park Central Restroom Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Romtec, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, the City is a member of the InterMountain Education Service District Cooperative (IMESD) that participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA); and

WHEREAS, IMESD/AEPA, provided procurement assistance for the Project described herein; and

WHEREAS, Contractor is an approved vendor of IMESD; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in its proposal on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Preliminary Scope of Supply and Services, including any Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; 2010 ADA Standards for Accessible Design, as amended; 2004 Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), as amended; City of Wilsonville Building Code, as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Term

The term of this Contract shall be from the Effective Date, which shall be no later than January 3, 2022, until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than April 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at final completion by no later than April 30, 2022. See **Section 23** for the definition of Final Completion. Notwithstanding the foregoing, the April 30, 2022 date for Final Completion is contingent upon Contractor being allowed to begin work on or before January 3, 2022. If the City delays the start of the Work beyond January 3, 2022, the date for beginning the Work and for Final Completion may be revised, by written amendment hereto, to accommodate the Contractor’s schedule at that time, and the contract price may be increased to include reasonable cost increases incurred by Contractor that result from the delay. Both the City and Contractor must agree to a reasonable amendment to schedule and price, and if agreement is not reached, this Contract may be terminated without liability to either party.

## Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project, and as described in the Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein.

3.2. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor’s authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Contractor’s Project Manager will provide such written documentation.

3.3. The existence of this Contract between the City and Contractor shall not be construed as the City’s promise or assurance that Contractor will be retained for future services beyond the Work described herein.

3.4. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor’s employees assigned to perform any of the Work provided in this Contract shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

## Section 4. Contract Sum and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed FOUR HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND TWENTY CENTS (\$457,622.20), for

performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Subsection 8.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees required to perform the Work on the Project.

4.5. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2017 City of Wilsonville Public Works Standards and in ORS 279C.570.

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour’s work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. In addition, this Contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Contractors and subcontractors shall pay workers or others performing Work contemplated by the Contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries,

in accordance with ORS 279C. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

### **Section 6. Filing of Certified Statement**

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

### **Section 7. Reports to Department of Revenue**

When a public contract is awarded to a nonresident bidder and the contract sum exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

### **Section 8. City's Rights and Responsibilities**

8.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

8.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

8.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable

grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

#### **Section 9. City's Project Manager**

The City's Project Manager is Dustin Schull. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

#### **Section 10. Contractor's Project Manager**

Contractor's Project Manager is Cody Dooley. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

#### **Section 11. Project Information**

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 12. Duty to Inform**

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

## **Section 13. Subcontractors and Assignments**

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

13.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

## **Section 14. Contractor's Responsibilities**

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims

Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

14.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

14.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

14.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 14** and meet the same insurance requirements of Contractor under this Contract.

14.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

14.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred

in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

14.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

14.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

14.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

14.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly

or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

14.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

14.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

14.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

14.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

14.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

14.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

14.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

14.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

14.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

14.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

14.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

14.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

14.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

14.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

14.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

14.27. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

## **Section 15. Subcontractor Requirements**

15.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

15.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

15.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

15.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

## **Section 16. Environmental Laws**

16.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

16.2. Contractor shall perform all Work in compliance with permits for the Project issued by the US Army Corp of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, and shall maintain a copy of these permits on the job site at all times.

16.3. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

### FEDERAL AGENCIES:

Forest Service  
 Defense, Department of  
 Environmental Protection Agency  
 Bureau of Sport Fisheries and Wildlife  
 Bureau of Land Management  
 Bureau of Reclamation  
 Occupational Safety and Health Administration  
 Coast Guard

Agriculture, Department of  
 Soil Conservation Service  
 Army Corps of Engineers  
 Interior, Department of  
 Bureau of Outdoor Recreation  
 Bureau of Indian Affairs  
 Labor, Department of  
 Transportation, Department of  
 Federal Highway Administration

### STATE AGENCIES:

Environmental Quality, Department of  
 Forestry, Department of  
 Human Resources, Department of  
 Soil and Water Conservation Commission  
 State Land Board

Agriculture, Department of  
 Fish and Wildlife, Department of  
 Geology and Mineral Industries, Department of  
 Land Conservation and Development Commission  
 National Marine Fisheries Service (NMFS)  
 State Engineer  
 Water Resources Board

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

City Council  
County Commissioners, Board of  
Metropolitan Service Districts  
Sanitary Districts  
Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

16.4. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

16.5. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.6. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

16.7. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

**Section 17. Indemnity**

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor’s negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2.** Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term “Contractor” applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor’s subcontractors, including their agents, employees, and suppliers.

17.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor’s profession practicing in the Portland metropolitan area. Contractor will re-perform any

Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 18. Insurance**

18.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

18.1.1. Commercial General Liability Insurance and Installation Floater. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** 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 coverages must be carried and maintained at all times during this Contract. (The above amounts include Contractor's umbrella coverage.) Contractor also carries **\$2,000,000** in Installation Floater coverage.

18.1.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than **\$2,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of the Contract.

18.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined

Single Limit per occurrence shall not be less than **\$2,000,000**. (This amount includes Contractor's umbrella coverage.)

18.1.4. Pollution Liability Coverage. Contractor 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, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

18.1.5. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract 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. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

18.1.6. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors 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 all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

18.1.7. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

18.1.8. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements

have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor 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.

18.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 19. Bonding Requirements**

19.1. Public Works Bond. Pursuant to ORS 279C.830(2), before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

19.2. Payment and Performance Bonds. Contractor shall maintain a Payment Bond and a Performance Bond, both in the amount of the full Contract Sum, in a form acceptable to the City and from a surety acceptable to the City.

19.3. Bond Claims. Any notice of claim on the payment bond, performance bond, or public works bond shall comply with the requirements of ORS 279C.605.

## **Section 20. Warranty**

20.1. Contractor shall provide a full warranty for all Work for a period of one (1) year from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other

improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

20.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

20.4. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

## **Section 21. Early Termination; Default**

21.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

21.1.1. By mutual written consent of the parties;

21.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

21.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

21.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

21.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

21.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

## **Section 22. Suspension of Work**

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 23. Final Completion and Liquidated Damages**

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion Date of April 30, 2022, unless that date is changed, in writing, pursuant to **Section 2**, as a result of a City caused delay. All punch list items must be fully addressed and corrected on or before the Final Completion Date.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by the Final Completion Date, as defined in **Section 23.1**, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Two Hundred Dollars (\$200) per day for each and every day that expires after the Final Completion Date. Retainage will not be released before Final Completion is established.

23.3. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Final Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

23.4. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

#### **Section 24. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

#### **Section 25. Dispute Resolution**

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

#### **Section 26. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after

termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

**Section 27. Property of the City**

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

27.2. Contractor shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all Work performed by Contractor pursuant to this Contract without the express written permission of Contractor.

**Section 28. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Dustin Schull, Parks Supervisor  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Romtec, Inc.  
Attn: Cody Dooley  
18240 North Bank Road  
Roseburg, OR 97470

**Section 29. Miscellaneous Provisions**

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

29.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

29.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

29.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

29.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

29.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

29.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

29.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

29.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

29.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

29.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

29.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon,

except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

29.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

29.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

29.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

29.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

29.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

29.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

29.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

29.20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

29.21. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

ROMTEC, INC.

CITY OF WILSONVILLE

By: DocuSigned by:  
Benjamin Cooper  
2C9BDAA8634F4FE...

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

Print Name: Benjamin Cooper

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

As Its: President

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

Employer I.D. No. 95-3375642

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney  
City of Wilsonville, Oregon

## SCOPE OF PRODUCTS AND SERVICES

### OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below). Romtec's proposal is for the supply and installation of the **Memorial Park Restroom Building Kit** as defined herein.

See Section 4 below for the scope of supply and services supplied by others that are not supplied by Romtec.

### KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Based on the overall project construction times Romtec is quoting under the assumption the building site will be prepared for Romtec to begin construction in Winter 2021. Romtec's installation timeframe is Winter 2021 to Spring 2022. Any changes to this timeframe will need to be negotiated.
2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, site contractor (if applicable), owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
  1. Freight quotes are estimates only. Firm freight pricing cannot be determined until the order is ready to ship.
6. **Union workers NOT required for Romtec's Installation Scope.**
  1. Prevailing Wage not required
  2. Compliance with Davis Bacon Act not required
7. Romtec is excluding the following items from its scope of services (if required):
  1. Tree removal
  2. Landscape/tree protection plans and/or removal plans
  3. Permits, including but not limited to:
    - a. Structural permits
    - b. Electrical permits
    - c. Demolition permits
    - d. Stormwater Prevention plans/permits
    - e. Erosion Control plans/permits
  4. Materials assessment of the existing building (Abatement Report)
  5. Handling and removal of any hazardous waste
8. The removal and re-installation of the Rainbird irrigation controller is by others. Romtec can show the controller in the mechanical room on the plans, and Romtec can provide provisions for the controller electrical connection in the Romtec building,

but re-installation, configuration of the controls, connection to existing systems, and testing/verification of function is by others.

9. Removal/reinstallation of the bulletin board is excluded from Romtec's scope of work.
10. Romtec has included the supply of breaker panel(s) in the building as defined below. However, Romtec's installation work only includes connection of Romtec supplied equipment to the breaker panel(s). Connection of any other site electrical items to the Romtec supplied breaker panel(s) is by others.
11. Romtec is supplying and installing the electrical meter base, but installation and energization of the electrical shut-off (PGE Disconnect) is by others.

**This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.**

## 1. Romtec Scope of Supply

### 1. Structure

*The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.*

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
  - f. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
  - g. Block color will be **Khaki** for the bottom courses and **Castle White** on the top courses.
2. Interior and Exterior wall finish shall be high gloss anti-graffiti coating.
3. Interior floor finish will be sealed concrete.
4. Sanitary cove base on interior restroom walls in **White**.
5. Gable windows for natural lighting.
  - a. Frames to be painted **black**.
6. Doors, frames and hardware.
  - a. Doors and frames to be painted **black**.
  - b. Stainless steel, ball bearing hinges.
  - c. Heavy duty door closers.
  - d. 18" door louvers for restroom doors.
  - e. Grade 2 lever locks.
7. Roofing materials
  - a. Glulam beams
  - b. 2x6 tongue and groove decking
  - c. Roofing shall be Fabral 26-gauge, galvalume steel, Horizon 16 roof panels.  
*Note: Roofing color shall be **Antique Bronze 854**.*
8. Sidewalks
  - a. Romtec will supply material for sidewalks to 5' around the building perimeter.

### 2. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Floor mount, top supply china toilets with manual lever chrome flush valves.
2. Wall mount, top supply, back discharge, low flow china urinals with manual lever chrome flush valves.
3. Wall mount china sinks with single manual lever chrome faucets.
4. Wall mount, stainless steel 3-roll toilet paper dispensers.
5. Wall mount, stainless steel paper towel dispensers.
6. Wall mount, stainless steel soap dispensers.

7. Stainless steel, non-refrigerated bi-level drinking fountain with bottle filler and stainless steel grab bars.

### 3. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
  - a. Wall mount, LED down light fixtures.
  - b. Wall mount LED spotlight fixtures for flag illumination.
  - c. Controlled by photocell.
2. Interior lighting – Mechanical Room
  - a. 48" ceiling mount LED light fixtures.
  - b. Controlled by wall switch
3. Interior lighting – Restrooms
  - a. Wall mount, LED up/down light fixtures.
  - b. Controlled by motion sensor.
4. Restroom Exhaust.
  - a. 210 CFM ceiling exhaust fans
5. 50-gallon, 4.5kW electric hot water heater with expansion tank (to supply all sinks).
6. Main breaker panel sized for the building components and other site loads.
  - a. 400 amp, single-phase, indoor.
7. 225-amp supplemental breaker panel for stadium lights.

## 2. Romtec Demolition

The following are included in the demolition services for provided by Romtec:

1. Physical disconnection of electrical service
2. Cut and Cap any plastic water and/or sewer pipe to the existing building  
*Note: This only applies to **plastic** pipe such as PVC, HDPE, etc. Romtec does not provide cut-and-cap service for any other pipe material.*
3. Demolish totality of existing structure(s), including the foundation.
4. Remove and dispose of demolition debris (excluding hazardous waste, if applicable).

## 3. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
  1. Equipment for excavation of foundation and slab.
  2. Installation of forming material for foundation and slab.
  3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
  4. Backfill of Romtec underground utilities.
  5. Placement of rebar.
  6. Pouring of foundation slab.
  7. Sidewalks within 5' of the perimeter of the building foundation.
- ii. Masonry Walls
  1. Installation of CMU block
  2. Placement of door frames, windows, and vents within CMU walls (if applicable)
  3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
  1. Carpenters' installation of roof framing
  2. Installation of roofing underlayment
  3. Installation of roofing system

- iv. Interior Finish
  - 1. Painting of interior walls
  - 2. Placement of cove base tile (if applicable)
  - 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
  - 1. Installation of drain and vent lines
  - 2. Installation of water lines
  - 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
  - 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
  - 1. Installation of plumbing fixtures
  - 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g., partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

## 4. Owner Responsibilities (By Others)

### 1. Site Preparation

1. **Soil Disposal**  
Romtec is not disposing of any soils from the site.
2. **Surveying and Staking**  
Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

### 2. Utilities

1. **Site Utilities**  
Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

*Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.*

2. **Electrical Transformers**  
Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Other Electrical**  
Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.
4. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**  
Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.
5. **Irrigation controller**  
Romtec is excluding the removal, re-installation, configuration, and testing of the existing irrigation controller.

### 3. Site Concrete and Landscaping

1. **Landscaping**  
Romtec is excluding the supply and installation of any landscaping.

### 4. Demolition

1. **Demolition Plan(s)**  
Romtec is not responsible for the creation or evaluation of demolition plans.
2. **Permits**  
Romtec is not responsible for applying for, obtaining, or maintaining any required permits related to demolition activities, including but not limited to demolition permits and air quality permits.
3. **Hazard Analysis Report**  
Romtec is not responsible for producing or performing any Hazard Analysis Reports.
4. **Handling and Removal of Hazardous Material**  
Romtec is not responsible for handling or removal of any hazardous material from the site.
5. **Utilities**  
All electrical, gas, and water services must be shut off prior to Romtec's arrival for demolition work. This includes any coordination, scheduling, and labor associated with the removal of an electrical meter base, if applicable.
6. **Metal Utility Piping**  
Romtec is excluding any required cutting/capping of metal piping associated with water, sewer, or gas utilities. Romtec will only cut and cap non-metal utility piping.

### 4. General Exclusions

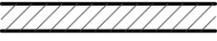
1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
  1. All Permits related to construction and installation of Romtec Building
  2. Bonding (unless otherwise stated)
  3. Storm water and/or pollution prevention plans
  4. Erosion control plans
  5. Site specific safety plans
  6. Site specific protection plans
  7. Tree/landscaping protection plans
  8. Site preparation per geotechnical report
  9. Backfill required for all structures
  10. Licensees except for the City Business License
  11. Special inspection services
  12. Rock excavation
  13. Removal of excavated materials

- |   |   |
|---|---|
| 14. Site grading or asphalt paving                | 21. Lighting equipment not attached to the building |
| 15. Masonry pavers                                | 22. Electrical transformer(s)                       |
| 16. Booster pumps and/or pressure reducing valves | 23. Electrical junction box(es)                     |
| 17. Backflow check valves                         | 24. Landscaping                                     |
| 18. Fire alarm & fire suppression equipment       | 25. Plumbing freeze protection                      |
| 19. Irrigation Equipment                          | 26. Site plans                                      |
| 20. Gutters and downspouts                        | 27. Construction mock-ups                           |
|   | 28. Construction fencing                            |

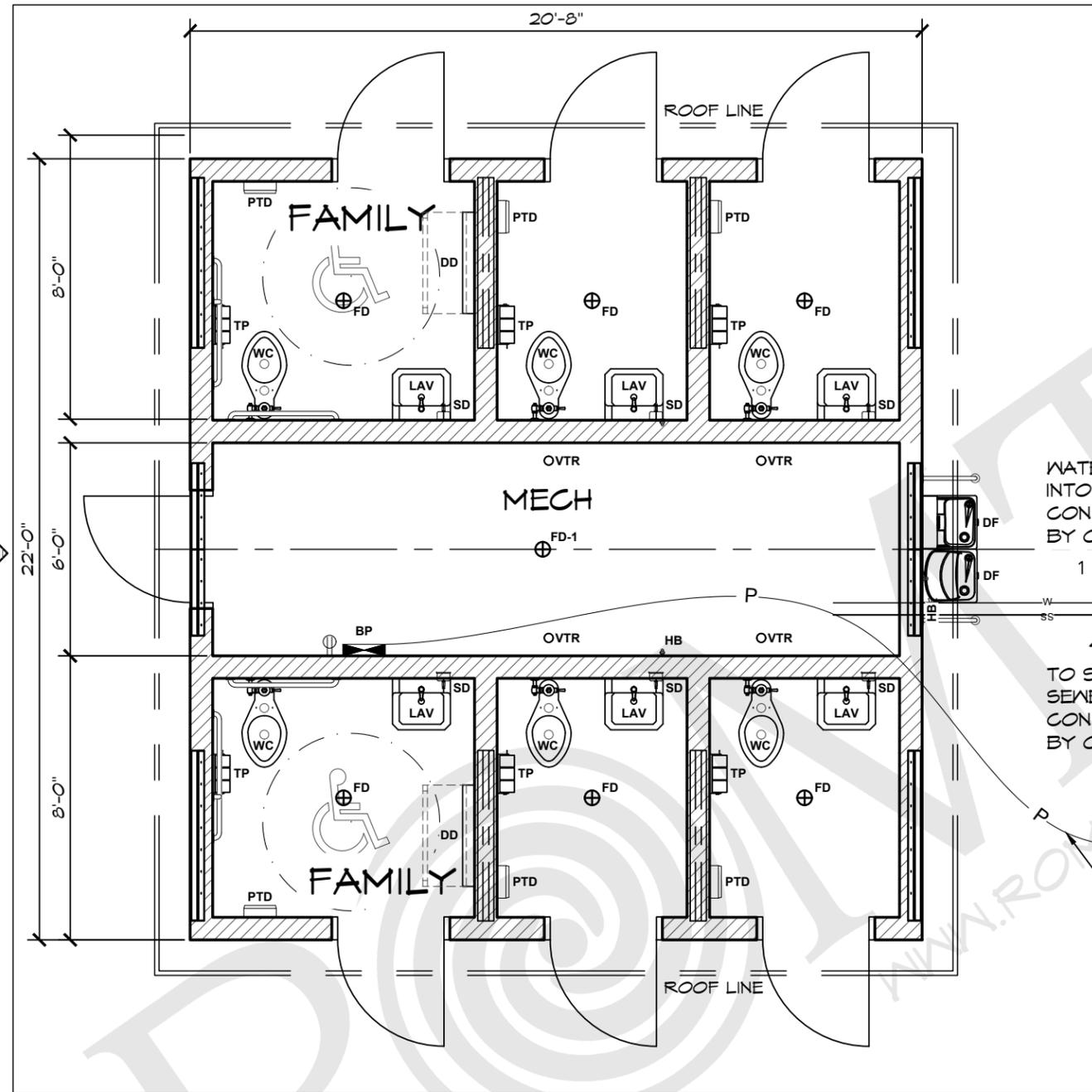
3. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

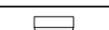
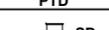
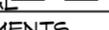


### WALL TYPE SCHEDULE

 8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

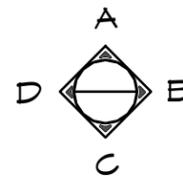
THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE WINDOW	4
	RIDGE WINDOW	4
	2X6 WOOD FILLER WALL	4
	EXTERIOR WALL LIGHTS	7
	INTERIOR CEILING LIGHTS	8
	FLOOR DRAIN	7
	THREE ROLL TP DISPENSER	6
	TOWEL DISPENSER	6
	SOAP DISPENSER	6
	DIAPER DECK	2
	WALL FAUCET	1
	ELECTRICAL OUTLET	1
	GLU-LAM BEAM	4
	18"X18" LOUVERED DOOR VENT	6

FINISH TABLE	
	ROOFING: ANTIQUE BRONZE
	CMU: CASTLE WHITE COURSE 6 AND ABOVE
	CMU: KHAKI TAN COURSE 5 AND BELOW

**1 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**ROMTEC**  
18240 NORTH BANK ROAD - ROSEBURG, OR 97470  
(541) 496-3341 FAX (541) 496-0803

**PRELIMINARY**

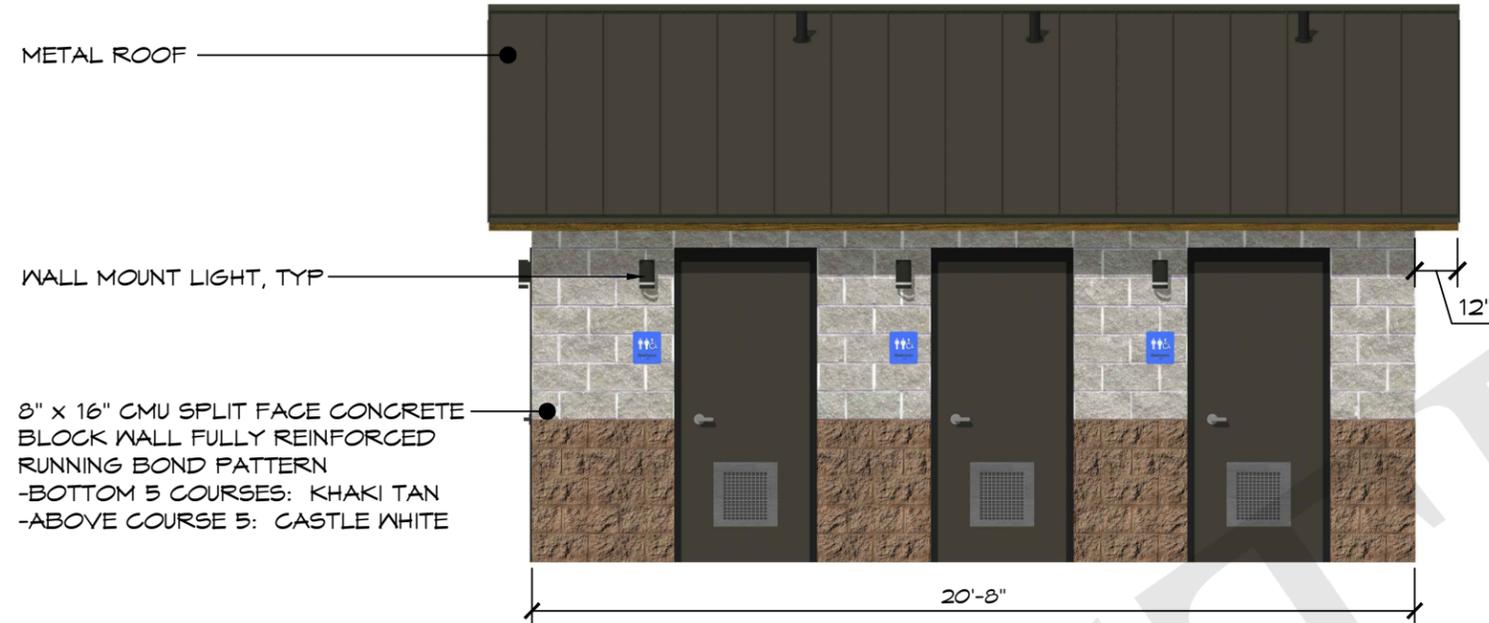
PROJECT: 2048 SIERRA II 8-PAK RESTROOM W/ STG/MECH ROOM  
CITY OF WILSONVILLE  
MEMORIAL PARK RESTROOM  
WILSONVILLE, OREGON

PROJECT#: 1598  
MODEL#: 2048  
DATE: 3/9/21  
REVISIONS

REV. DATE BY

DRAWN BY: JS

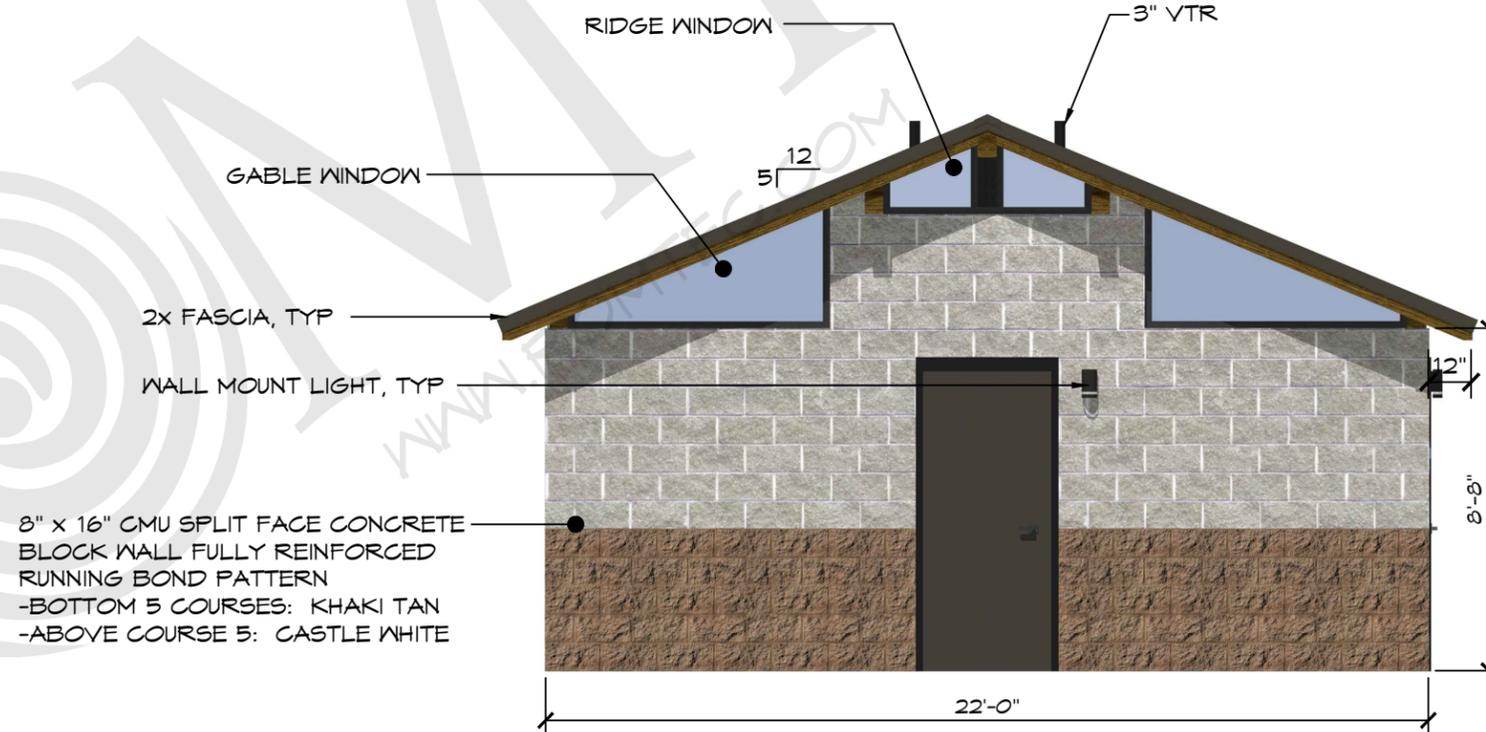
SHEET NO. 1



**C** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"

FINISH TABLE	
	ROOFING: ANTIQUE BRONZE
	CMU: CASTLE WHITE COURSE 6 AND ABOVE
	CMU: KHAKI TAN COURSE 5 AND BELOW

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**D** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"

**ROMTEC**  
18240 NORTH BANK ROAD - ROSEBURG, OR 97470  
(541) 486-3541 FAX (541) 486-0803

**PRELIMINARY**

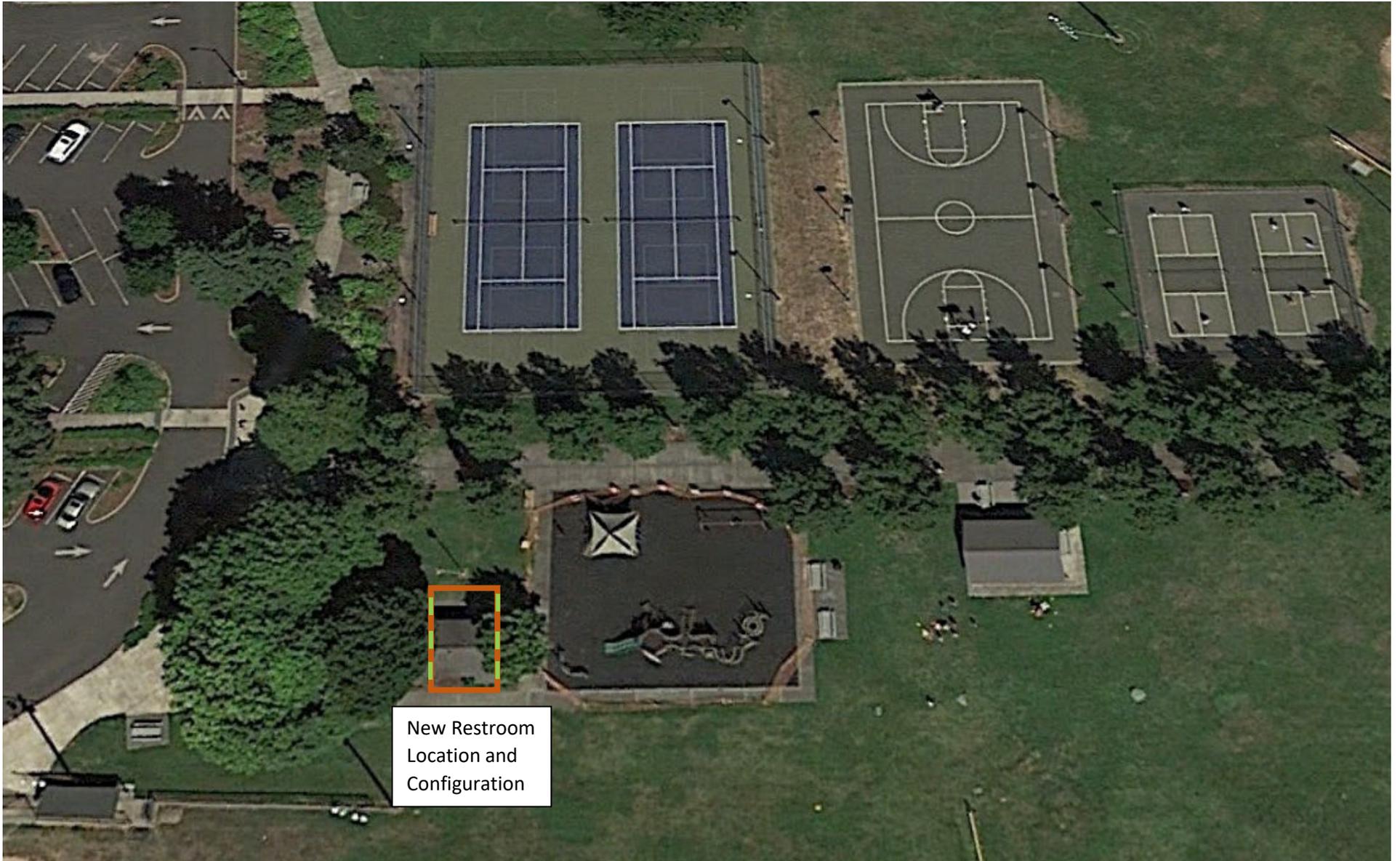
© 2021 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

PROJECT: 2048 SIERRA II 8-PAK RESTROOM W/ STG/MECH ROOM  
CITY OF WILSONVILLE  
MEMORIAL PARK RESTROOM  
WILSONVILLE, OREGON

PROJECT#: 1598  
MODEL#: 2048  
DATE: 3/9/21  
REVISIONS

REV.	DATE	BY

DRAWN BY: JS  
SHEET NO. 2



New Restroom  
Location and  
Configuration



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> September 20, 2021	<b>Subject: Resolution No. 2924</b> Purchase of a 5-yard Combination Cleaning Truck  <b>Staff Member:</b> Martin Montalvo, Public Works Operations Manager/Scott Simonton, Fleet Manager  <b>Department:</b> Public Works	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council approve the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Staff seeks Council approval to award a contract for the purchase of a 5-yard combination cleaning truck to McCoy Freightliner of Portland.

**EXECUTIVE SUMMARY:**

To support the City’s stormwater and sanitary collection programs it was determined the best long term solution is to acquire a smaller 5-yard capacity combination vacuum/jetting truck (Combo Truck) to complement the larger and less agile 10-yard combination cleaning truck.

Sanitary sewer maintenance needs have maximized the existing 10-yard combo truck usage leaving little to no availability for stormwater maintenance activities. With the 5-yard Combo Truck, staff will be able to achieve the desired performance measures for the stormwater program.

Additionally, having two different size trucks will provide both utility programs with flexibility, redundancy and resilience.

Public Works collaborated with Fleet in the development of the vehicle specifications and proposal as well as the procurement process.

As part of the FY 21/22 budget, City Council approved funding for a new 5 -yard Combo Truck.

**EXPECTED RESULTS:**

The 5 yard Combo Truck will allow staff to consistently maintain the City’s 600 - Priority 1 stormwater assets annually, jet clean 16 miles of collection lines and clean 25% of the remaining 2,512 stormwater structures as required by the City's NPDES/MS4 permit.

Additionally the new Combo Truck will assist the City’s in-house CCTV inspection program by clearing out the pipes and structures to provide a clearer view of the asset.

**TIMELINE:**

After issuance of the purchase contract, the Combo Truck will be manufactured and delivered in six to nine months.

**CURRENT YEAR BUDGET IMPACTS:**

The 2021-22 budget allocated \$316,000 for this equipment acquisition, with \$209,000 dedicated from the wastewater collections fund and \$107,000 dedicated from the stormwater collections fund. The final contract price utilizing the existing State of Oregon Procurement Contract is \$333,016.00. The contract cost in excess of the budgeted value (\$17,016) can be accommodated within the respective departmental operating budgets.

**FINANCIAL REVIEW:**

Reviewed by: KAK Date: 9/13/2021

**LEGAL REVIEW:**

Reviewed by: BAJ Date: 9/14/2021

**COMMUNITY INVOLVEMENT PROCESS:**

Not applicable.

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

Benefit to the community is the City's ability to meet the performance requirements as set forth in the NPDES/MS4 permit.

**ALTERNATIVES:**

The City would forgo the purchase of the combo truck and rely solely on the existing truck to advance the line cleaning and CCTV inspection needs.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2924
  - A. Good and Service Contract (Cooperative Purchasing Agreement)

**RESOLUTION NO. 2924**

**A RESOLUTION AUTHORIZING CITY STAFF TO PURCHASE A 5-YARD COMBINATION CLEANING TRUCK FROM MCCOY FREIGHTLINER OF PORTLAND.**

WHEREAS, City of Wilsonville Public Works has identified a need for a 5-yard combination cleaning truck for the maintenance of underground utility infrastructure; and

WHEREAS, The City's FY 21-22 approved budget includes funding for this purchase in the amount of \$316,000.00; and

WHEREAS, McCoy Freightliner of Portland offers the desired equipment and related up-fit components through the State of Oregon Cooperative Purchasing Agreement; and

WHEREAS, use of the State of Oregon Cooperative Purchasing Agreement satisfies competitive procurement requirements; and

WHEREAS, a cost quote meeting all specified requirements was submitted by McCoy Freightliner of Portland in the amount of \$333,016; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract as recommended by staff.

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize City staff to award a purchase contract for a 5-yard combination cleaning truck, to McCoy Freightliner of Portland, in the amount of \$333,016.00.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 20<sup>th</sup> day of September 2021, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Good and Service Contract (Cooperative Purchasing Agreement)

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **JMR Group, LLC**, an Oregon limited liability company, doing business as **McCoy Freightliner** (hereinafter referred to as “Supplier”).

### RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Goods Purchased**

Supplier will supply the new equipment described on the attached **Exhibit A** and **Exhibit B**, incorporated by reference herein (“Equipment”).

#### **Section 2. Public Contracting Procurement Process Used**

In lieu of following the public procurement process, the City is allowed to make this purchase pursuant to the **Price Agreement** between Supplier and the State of Oregon, which was drafted and adopted to allow for Cooperative Purchasing by other government entities as long as following the terms of the Price Agreement, modified only to address the specific equipment being ordered and the delivery method. Therefore, all applicable terms and conditions of the Price Agreement are incorporated by reference herein as if fully set forth herein, along with the attached **Exhibit A**, **Exhibit B**, and **Exhibit C**. All of the foregoing, plus the terms set forth in this Agreement shall be collectively referred to herein as the Contract. Should any term of this Agreement directly conflict with the Price Agreement, such that the two cannot be read together, the Price Agreement will control.

#### **Section 3. Equipment Price and Delivery Date**

The total price of the Equipment and delivery is THREE HUNDRED THIRTY-THREE THOUSAND SIXTEEN DOLLARS (\$333,016), as shown on **Exhibit A**, and includes delivery FOB

to 28879 SW Boberg Road, Wilsonville, Oregon 97070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment and acceptance of delivery at the Delivery Location. The City will pay Supplier in full within 30 days of receipt and acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before May 1, 2022. The Equipment price is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

#### **Section 4. Subcontractors and Assignments**

Supplier shall not assign any of Supplier’s rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Supplier, provided Supplier advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Provider however, Supplier will contract with Owen Equipment to provide the body uplift, which is a critical part of this Contract. Supplier acknowledges such services will be provided to the City pursuant to a subcontract(s) between Supplier and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Supplier. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Supplier shall not be subject to additional reimbursement by the City.

#### **Section 5. Warranties.**

Supplier hereby agrees that Supplier will ensure that all warranty work is performed as provided in this Contract. Warranty work will be performed at the City’s location, unless the work cannot reasonably be performed on site. In that case, Supplier will be responsible for transporting the Equipment in need of warranty work from Wilsonville and back to Wilsonville, at Supplier’s cost. Supplier agrees to provide full warranty for labor and materials for all Equipment delivered to the City for a length of time not less than the manufacturer warranty for the specific Equipment. The warranties are as provided in the Price Agreement and as identified under General Services, 995-090 in **Exhibit A** and more particularly described in **Exhibit C**. The Vactor warranty is as provided on **Exhibit B**. All warranties are from the date of delivery and acceptance by the City, and are in addition to, and not in lieu of, any other warranties provided by various manufacturers.

#### **Section 6. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

#### **Section 7. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States

mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Martin Montalvo, Public Works Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: JMR Group, LLC, dba McCoy Freightliner  
Attn: Dylan Dripps  
9622 NE Vancouver Way  
Portland OR 97211

## Section 8. Miscellaneous Provisions

8.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

8.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

8.3. Equal Opportunity. No person shall be discriminated against by Supplier or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

8.4. No Assignment. Except as provided herein, Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

8.5. Adherence to Law. This Contract shall be subject to, and Supplier shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

8.6. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

8.7. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

8.8. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

8.9. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

8.10. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

8.11. Modification. This Contract may not be modified except by written instrument executed by Supplier and the City.

8.12. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

8.13. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

8.14. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.15. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings

used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

8.16. Interpretation. As a further condition of this Contract, the City and Supplier acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

8.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

8.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

8.19. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

The Supplier and the City hereby agree to all provisions of this Contract.

**SUPPLIER:**

JMR GROUP, LLC,  
dba McCoy Freightliner

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

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney  
City of Wilsonville, Oregon

k:\dir\public works\5-yard combo truck\doc\gsk 5-yard combo truck purch~mccoy freightliner (bj^).docx

**Prepared for:**  
Martin Montalvo, City of  
Wilsonville Through  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES,  
PA 1640

**Prepared by:**  
Dylan Dripps  
MCCOY FREIGHTLINER OF  
PORTLAND  
9622 N.E. VANCOUVER WAY  
PORTLAND, OR 97211  
Phone: 503-283-0345

*A proposal for*  
**City of Wilsonville through**  
**Department of Administrative Services, PA 1640**

*Prepared by*  
**MCCOY FREIGHTLINER OF PORTLAND**  
*Dylan and Kevin Dripps*

*Sept. 7th, 2021*

**2022 Freightliner M2 106 SB axle 40K GVW**  
**2022 Chassis cost \$83,204.00**  
**Add 2023 Model Year Escalator: \$1,100.00**  
**Total chassis cost: \$84,304.00**  
**Owen Equipment upfit: \$247,352.00**  
**Estimated Oregon CAT tax: \$1,360.00**  
**Total package price: \$333,016.00**



Components shown may not reflect all spec'd options and are not to scale.

**Prepared for:**  
 Martin Montalvo, City of  
 Wilsonville Through  
 DEPARTMENT OF  
 ADMINISTRATIVE SERVICES,  
 PA 1640

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 Dylan Dripps  
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## Q U O T A T I O N

### M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK  
 CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT  
 @ 1200 RPM  
 ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH  
 PTO PROVISION  
 RS-26-185 26,000# T-SERIES SINGLE REAR AXLE  
 26,000# FLAT LEAF SPRING REAR SUSPENSION WITH  
 HELPER AND RADIUS ROD

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP  
 SINGLE FRONT AXLE  
 14,600# TAPERLEAF FRONT SUSPENSION  
 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
 CAB  
 5975MM (235 INCH) WHEELBASE  
 11/32X3-1/2X10-15/16 INCH STEEL FRAME  
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI  
 1175MM (46 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	<b>TOTAL # OF UNITS (3)</b>	\$ 84,104	\$ 84,104
EXTENDED WARRANTY		\$ 200	\$ 200
OWEN EQUIPMENT UPFIT		\$ 247,352	\$ 247,352
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 331,656</b>	<b>\$ 331,656</b>

### TAXES AND FEES

TAXES AND FEES	\$ 1,360	\$ 1,360
OTHER CHARGES	\$ 0	\$ 0

### TRADE-IN

<b>TRADE-IN ALLOWANCE</b>	\$ (0)	\$ (0)
<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY) \$ 333,016</b>	<b>\$ 333,016</b>

**COMMENTS:**

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

**APPROVAL:**

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

**Daimler Truck Financial**

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).



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 Martin Montalvo, City of  
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## S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-24M	M2 PRL-24M (EFF:01/19/21)		
<b>Data Version</b>			
DRL-009	SPECPRO21 DATA RELEASE VER 009		
<b>Vehicle Configuration</b>			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 40000.0 lbs		
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
AF3-1DN	VACTOR		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		



**Prepared for:**  
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Data Code	Description	Weight Front	Weight Rear
<b>Engine</b>			
101-3BN	CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM	640	30
<b>Electronic Parameters</b>			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		



**Prepared for:**  
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Data Code	Description	Weight Front	Weight Rear
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	



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Data Code	Description	Weight Front	Weight Rear
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15	
<b>Transmission</b>			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
<b>Transmission Equipment</b>			
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		



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Data Code	Description	Weight Front	Weight Rear
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10	
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

### Front Suspension

620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-007	355MM FRONT SUSPENSION WHEEL HEIGHT		
410-001	FRONT SHOCK ABSORBERS		



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Data Code	Description	Weight Front	Weight Rear
<b>Rear Axle and Equipment</b>			
420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		255
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-010	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		170
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		



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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
* 460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL  MOUNT (2) AIR TANKS LH AND RH BETWEEN RA IL. LOCATE HANGERS AT FRAME STATIONS 415 0 AND 4500 BOTH SIDES		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
* 485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE		

### Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

### Wheelbase & Frame

545-597	5975MM (235 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	310	120
552-164	1175MM (46 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-80
549-093	8 INCH BOLT ON FRONT FRAME EXTENSION	55	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 169.69 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 166.69 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 310.93		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 129.46 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 197.64 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 163.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		



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Data Code	Description	Weight Front	Weight Rear
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REAR MOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

### Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-60	
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		

### Fuel Tanks

204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
* 221-001	FUEL COOLER	10	
	MOUNT OUTBOARD ON LH RAIL DIRECTLY BEHIN D DEF TANK AT FRAME STATION 2950		

### Tires

093-994	MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES	50	
094-1RM	MICHELIN X WORKS Z 12R22.5 16 PLY RADIAL REAR TIRES		152

### Hubs



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Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-1F2	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-1F2	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-011	STATIONARY PAINTED FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS	10	
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		



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Data Code	Description	Weight Front	Weight Rear
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
<b>Cab Interior</b>			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		



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Data Code	Description	Weight Front	Weight Rear
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3



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Data Code	Description	Weight Front	Weight Rear
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-039	(1) HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH AND (1) SAE J1939 DIAGNOSTIC INTERFACE CONNECTOR LOCATED CENTER OF DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
* 33U-002	VACTOR INTERLOCK PREP		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-017	THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		



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Data Code	Description	Weight Front	Weight Rear
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

### Design

065-000 PAINT: ONE SOLID COLOR

### Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
 PAINT  
 962-972 POWDER WHITE (N0006EA) FRONT  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 966-972 POWDER WHITE (N0006EA) REAR  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 963-003 STANDARD E COAT/UNDERCOATING

### Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES  
 CABS AND GLIDER KITS

### Raw Performance Data

AE8-99D CALCULATED EFFECTIVE BACK OF CAB TO  
 REAR SUSPENSION C/L (CA) : 166.69 in  
 AM6-99D CALC'D SPACE AVAILABLE FOR DECKPLATE :  
 163.45 in

### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

## TOTAL VEHICLE SUMMARY



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**Weight Summary**

	<b>Weight Front</b>	<b>Weight Rear</b>	<b>Total Weight</b>
Factory Weight <sup>+</sup>	7527 lbs	4403 lbs	11930 lbs
<b>Total Weight<sup>+</sup></b>	<b>7527 lbs</b>	<b>4403 lbs</b>	<b>11930 lbs</b>

(+) Weights shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.

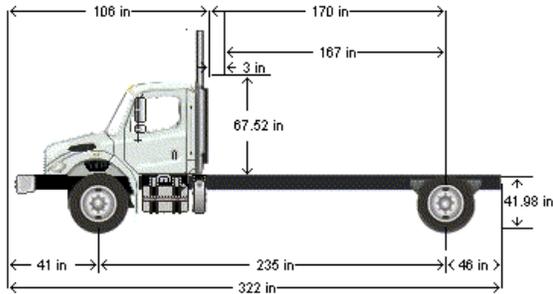
(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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**D I M E N S I O N S**



**VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Model .....	M2106
Wheelbase (545) .....	5975MM (235 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1175MM (46 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**



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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	169.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	166.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	216.0
Cab Height (CH)	67.5
Wheelbase (WB)	235.2
Frame Overhang (OH)	46.3
Overall Frame Length	310.9
Overall Length (OAL)	322.3
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

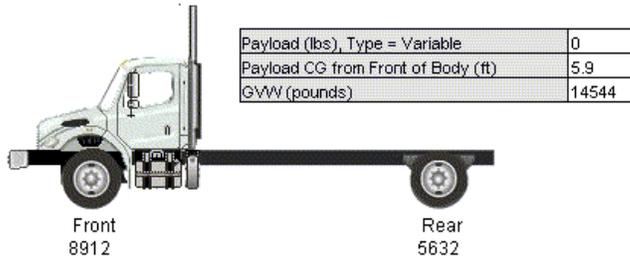
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



**Prepared for:**  
 Martin Montalvo, City of  
 Wilsonville Through  
 DEPARTMENT OF  
 ADMINISTRATIVE SERVICES,  
 PA 1640

**Prepared by:**  
 Dylan Dripps  
 MCCOY FREIGHTLINER OF  
 PORTLAND  
 9622 N.E. VANCOUVER WAY  
 PORTLAND, OR 97211  
 Phone: 503-283-0345

**TRUCK WEIGHT**



**VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT**

Model .....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs) .....	26000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	40000
Expected GCW (lbs).....	0.0
Wheelbase (545) .....	5975MM (235 INCH) WHEELBASE
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	65.551
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	68.551
Truck Configuration (AA3) .....	SEWER/INDUSTRIAL VACUUM BODY
Body Length (ft) .....	11.8
Body Weight (lbs) .....	1700.0
Body Horiz CG from Body Front (ft) .....	5.5
Body Front to Rear Axle(s) CL (ft).....	13.89
Driver Weight (lbs).....	500.0
Driver Horizontal CG from Front Axle (in).....	46.302
Left-Hand Primary Fuel/Hydraulic Tank (204) .....	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in).....	86.654
Right-Hand Primary Fuel/Hydraulic Tank (206).....	NO RH FUEL TANK
Right Fuel Tank Horizontal CG (in) .....	0



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**TABLE SUMMARY - TRUCK WEIGHT**

Item	Front(s)	Rear(s)	Total
Chassis Tare	7527	4403	11930
Fuel / Oil	255	159	414
Driver	402	98	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	728	972	1700
<b>Truck Tare Weight</b>	<b>8912</b>	<b>5632</b>	<b>14544</b>
Payload Total	0	0	0
<b>Calculated Axle Loads</b>	<b>8912</b>	<b>5632</b>	<b>14544</b>
Expected Axle Loads / GVW	14000	26000	40000
GAWR / GVWR	14600	26000	40600
Payload CG From Front of Body		5.9 feet	
Payload CG From Front Axle		11.6 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Item	Front(s)	Rear(s)	Total
Chassis Tare	7527	4403	11930
Fuel / Oil	255	159	414
Driver	402	98	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	728	972	1700
<b>Truck Tare Weight</b>	<b>8912</b>	<b>5632</b>	<b>14544</b>
Payload Total	0	0	0
<b>Calculated Axle Loads</b>	<b>8912</b>	<b>5632</b>	<b>14544</b>
Expected Axle Loads / GVW	14000	26000	40000
GAWR / GVWR	14600	26000	40600
Payload CG From Front of Body		5.9 feet	
Payload CG From Front Axle		11.6 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



**EXHIBIT B****List Summary**

<b>Order Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>List Price</b>
<b>1</b>	<b>2100C-3</b>	<b>iMPACT PD, 15" Vacuum, 3 yrd Debris, 500 Gallons of Water, Combo</b>	<b>\$176,027.00</b>
1	010CSTD	Curbside Toolbox w/ Nozzle Storage Rack, 42W X 22H X 24D	\$0.00
1	011CSTD	Aluminum Fenders	\$0.00
1	012CSTD	Mud Flaps	\$0.00
1	014CSTD	Electric / Hydraulic 180-degree rotation 5ft extendable boom	\$0.00
1	016CSTD	Color Coded Sealed Electrical System	\$0.00
1	019CSTD	Intuitouch Electronic Package	\$0.00
1	020CSTD	Double Acting Hoist Cylinder	\$0.00
1	025CSTD	Handgun Assembly w/ 35' x 3/8" Hose w/ Quick Disconnects	\$0.00
1	026CSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030CSTD	Flexible Hose Guide	\$0.00
1	032CSTD	(2) Nozzle's w/ Carbide Inserts	\$0.00
1	045CSTD	Suction Tube Storage - 5 Pipe	\$0.00
1	046CSTD	3/4" Nozzle Pipe	\$0.00
1	048CSTD	10' Leader Hose	\$0.00
1	1005CSTD	Stainless Steel Float Shut Off System	\$0.00
1	1016CSTD	Horizontal Micro-Strainer Prior to Blower	\$0.00
1	1024CSTD	Debris Body Vacuum Relief System	\$0.00
1	2001CSTD	Low Water Alarm with Water Pump Flow Indicator	\$0.00
1	2022CSTD	Water Tank Sight Gauge	\$0.00
1	2023CSTD	Liquid Float Body Level Indicator	\$0.00
1	3015CSTD	Front Controlled Blower Drive	\$0.00
1	3019CSTD	Digital Water Pressure Gauge	\$0.00
1	4006CSTD	Joystick Boom Control	\$0.00
1	4010CSTD	Boom Hose Storage, Post	\$0.00
1	5002CSTD	40 GPM/2500 PSI	\$0.00
1	5010CSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011CSTD	3" Y-Strainer at Water Pump	\$0.00
1	5012CSTD	Multi-Flow Water System	\$0.00
1	5014CSTD	1" Water Relief Valve	\$0.00
1	5015CSTD	Midship High Pressure Coupling	\$0.00
1	6000CSTD	500' x 3/4" Sewer Hose 2500 PSI, Piranha	\$0.00
1	6004CSTD	Hose Wind Guide (Dual Roller), Manual	\$0.00
1	6005CSTD	Digital Hose Footage Counter	\$0.00
1	6017CSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	6020CSTD	Rotating Hose Reel, 3/4" x 500' Capacity, 180 Deg. Rotation	\$0.00
1	7001CSTD	Tachometer / Chassis Engine w/ Hour Meter	\$0.00
1	7003CSTD	Water Pump Hour Meter	\$0.00
1	7004CSTD	PTO Hour Meter	\$0.00
1	7005CSTD	Hydraulic Oil Temp Alarm	\$0.00

1	7007CSTD	Tachometer / Blower w/ Hour Meter	\$0.00
1	8000CSTD	Circuit Breakers	\$0.00
1	8025CSTD	LED Lights, Clearance, Backup, Stop, Tail, & Turn	\$0.00
1	9002CSTD	Tow Hooks, Front	\$0.00
1	9002CSTD	Tow Hooks, Rear	\$0.00
1	9003CSTD	Electronic Back-Up Alarm	\$0.00
1	S390CSTD	6" Vacuum Pipe Package	\$0.00
1	S560CSTD	Emergency Flare Kit	\$0.00
1	S590CSTD	Fire Extinguisher 5 Lbs.	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	1003C	Body Washout	\$1,592.00
1	1008CA	6" Knife Gate Valve, 6:00 position	\$1,246.00
1	1014C	Centrifugal Separators (Cyclones)	\$3,120.00
1	1022C	Rear Door Splash Shield	\$1,544.00
1	1023C	Lube Manifold	\$2,407.00
1	1023CA	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	2006C	Air Purge	\$1,364.00
1	3019C	Digital Water Level Indicator	\$687.00
1	3021C	Digital Debris Body Level Indicator	\$950.00
1	4011C	Belly-Pack Wireless Controls, including hose reel controls	\$3,123.00
1	5021C	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tube	\$3,860.00
1	6004CC	Pinch Roller	\$1,465.00
1	6014C	High Pressure Hose Reel	\$1,539.00
1	6019C	Rodder Pump Drain Valves	\$515.00
1	6019CA	Final Filter and Silencer Ball Valve Drains	\$464.00
1	8001CM	Rear Directional Control, LED Arrowstick	\$1,854.00
1	8020CA	10 Light Package, 10 Federal Signal Strobe Lights, LED	\$2,179.00
1	8029CA	Work Lights (2), Extendable Boom	\$790.00
1	8029CB	Work Lights (2), Rear Door	\$626.00
1	8029CC	Side Work Lights, LED	\$1,086.00
1	8029CD	Manhole Work Light	\$677.00
1	9021CA	Camera System, Front, Rear and Both Sides	\$1,225.00
1	9023CB	Safety Cone Storage Rack - Drop in Style	\$170.00
1	9071CAL	Toolbox, Behind Cab - 14w 36h x 88d - with Lighting	\$3,442.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	VACTOR	Upgrade to 5 yd Body and 750 Gallons of Water	\$30,000.00
1	VDS-154	Freight Charges	\$4,900.00
<b>1</b>	<b>DLV</b>	<b>Delivery</b>	<b>\$500.00</b>

**\*CONTRACT ITEMS LISTED IN BOLD**

Chassis Source - Customer Supplied

**LIMITED WARRANTY**

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is firstmade available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

**STANDARD EXTENDED WARRANTIES (Total Warranty Duration)**

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.**

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364



# Time and Distance Table

## 1.1 Freightliner Medium Truck

Description	Coverage <sup>1</sup>	
	Time <sup>2</sup>	Distance <sup>2</sup>
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Emission Regulations <sup>3</sup>		
Diesel Emission 2010 <sup>4</sup>	5 Years	100,000 mi/161 000 km
GHG21 <sup>5</sup> (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG21 <sup>5</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG21 <sup>5</sup> Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	Unlimited
Front/Steer Axle <sup>6</sup>		
Detroit <sup>7</sup>	2 Years	Unlimited
Non-Detroit	2 Years	Unlimited
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle <sup>8</sup>		
Detroit <sup>7</sup>	2 Years	Unlimited
Non-Detroit	2 Years	Unlimited
Transfer Case	2 Years	Unlimited
Transmission <sup>9</sup>		
Detroit <sup>7</sup>	5 Years	750,000 mi/1 200 000 km
Eaton Hybrid	3 Years	150,000 mi/240 000 km
Non-Detroit	2 Years	Unlimited

<sup>1</sup> Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

<sup>2</sup> Time or distance, whichever comes first.

<sup>3</sup> See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

<sup>4</sup> Applies to vehicles equipped with EPA 2010 compliant diesel engines.

<sup>5</sup> Applies to models 2013 and later domiciled in the United States and Canada.

<sup>6</sup> Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

<sup>7</sup> Access Detroit parchments at *DTNAConnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

<sup>8</sup> Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

<sup>9</sup> Customers will have only one (1) type of transmission coverage, depending on how the unit is spec'd.

**DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.**

# Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

## 2.1 Axles

### Front/Steer Axle

#### Detroit

A steer axle is non-powered. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, spindles, kingpins, kingpin bearings, and steering arms. Tie rod assembly and boots may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

#### Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

### Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

### Rear/Drive Axle

#### Detroit

A rear drive axle can be a single or tandem axle configuration. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, and axle shafts. Seals and gaskets may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.*

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## Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

## Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

## 2.2 Basic Chassis/Vehicle

**Note:** Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Buses (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

## 2.3 Batteries

\*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

### Standard Battery

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. *Excludes non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

### Cranking Battery Only

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

### Auxiliary Battery Only

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.*

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## 2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

## 2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

## 2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

## 2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

## 2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.*

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## 2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).*

## 2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

## 2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

## 2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

## 2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

## 2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please refer to Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

## 2.15 Paint (Body, Cab, Cowl)

### Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

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## Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

## Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

## 2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

## 2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

## 2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

## 2.19 Transmission

### Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

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## Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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# New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle/axle); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect > Warranty Lit > Other Warranty Documents > Coverages*.

## 3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

## 3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

## New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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## Engine Major Component Warranty Coverage

Engine major component warranty covers casting defects. Casted engine major components are: cylinder block/head, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, oil coolant module casting, water pump housing, and air inlet housing. Coverage is for the failed engine major component only; labor and additional parts are excluded. Progressive damage is limited to only the engine major component(s) affected by the failure.

Engines used in the on-highway application may carry longer coverage on engine major components; review the applicable Warranty parchment for coverage:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

## Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations \(Diesel Vehicles\)](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

## Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations \(Diesel Vehicles\)](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

## 3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/ Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the Warranty shall not be affected.

### 3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

### 3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

### 3.6 Emission Regulations (Diesel Vehicles)

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with requirements of manufacturers whose vehicles and engines are designed to meet applicable Greenhouse Gas (GHG) and Fuel Efficiency Standards of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board (CARB). Engines and vehicles are free from defects in material and workmanship which cause the engine or vehicle to fail to conform with

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those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of operation, whichever occurs first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Coverage exclusions are listed in *Coverage Exclusions* elsewhere in this section.

#### Warranted Components

Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.

Diesel engines certified to California model year 2022 and later standards come with emission warranty periods of 5 years/150,000 miles if medium heavy duty and 5 years/350,000 miles if heavy heavy duty.

Coverage is determined based on engine and vehicle emissions model year. To determine an engine's emissions model year, refer to the EPA/CARB certification label on the engine. To determine the vehicle's emissions model year, refer to the EPA/CARB certification label on the driver's door or door jamb.

Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
A-Pillar Turning Vane					X
Aerodynamic Quarter Fenders					X
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aerodynamic Wheel Covers					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	

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Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Automatic Engine Shutdown Timer - Sleep Cab Tractors: Includes Auxiliary Technologies (Battery or Diesel Auxiliary Power Unit, Fuel-Operated Heater, Engine Start-Stop)					X
Automatic Engine Shutdown Timer - Vocational					X
Automatic Tire Inflation System					X
Cam Sensor			X		

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Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Camshaft Position Sensor	X			X	
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Chassis Fairing Skirts					X
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	
Drive Wheel Fairings					X
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Engine Start/Stop System					X
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings (Chassis Fairings)					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X

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Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Gas Cap			X		
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Neutral at Stop - Allison Automatic Transmissions <sup>5</sup>					X
Neutral Coast - Detroit eCoast, Cummins/Eaton Smart-Coast <sup>5</sup>					X
Oxygen (O <sub>2</sub> ) Sensors			X		
Oil Fill Cap			X		
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Predictive Cruise Control - Detroit Intelligent Powertrain Management (IPM), Cummins Predictive Cruise Control					X
Purge Control Valve			X		
Rear Axles <sup>5</sup>					X
Roof Spoilers					X
Side Extenders					X
Spark Plugs <sup>6</sup>			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		

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Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Tire Pressure Monitoring System					X
Tires <sup>7</sup>					X
Transmissions <sup>5</sup>					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

<sup>1</sup> Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

<sup>2</sup> Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

<sup>3</sup> The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

<sup>4</sup> Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition engines and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Compression ignition engines and medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

<sup>5</sup> To the extent warranted under component manufacturers' GHG21 emission-related warranty responsibilities, as detailed in warranty documentation.

<sup>6</sup> Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

<sup>7</sup> Coverage period is 2 years/24,000 miles, whichever occurs first. File claims directly to tire manufacturer.

## 3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the Parts Distribution Center (PDC).

### Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

Note: Mounting loose covers on Freightliner Cascadia trucks may be reimbursed; varies by model/specifications.

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## Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

## Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

## Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

## Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

## Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)

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- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear photo is provided that adequately shows the defect.

## Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

## Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

## Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas

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- Light bulbs\*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-drier filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

\* Sealed light and LED assemblies are not considered consumable.

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

## Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

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## Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

## Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

## Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

## Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

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## Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

## Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

## Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP <sup>1</sup>
Freightliner, Western Star	Up to 15,000 miles/24 000 km <sup>2</sup>
FCCC	Up to 25,000 miles/40 000 km <sup>2</sup>
TBB Bodies and TBB Chassis <sup>3</sup>	Up to 6 months from in-service date

<sup>1</sup> IOP does not apply to powertrain components.

<sup>2</sup> The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

<sup>3</sup> TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

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- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

<b>Components Found Loose <u>and</u> Included on a Scheduled Maintenance Table</b>	<b>Prior to First Scheduled Maintenance</b>	<b>After First Scheduled Maintenance</b>
<b>Within IOP</b>	File Claim	File Claim
<b>Outside IOP</b>	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
  - Hot surface
  - Moving part
  - Sharp edge

Such claims should be filed with *28 - Part Improperly Installed* as the *Cause* code; photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuumping interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

## Loose Components

During the manufacturing process, certain components are placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to:

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- Aerodynamic wheel covers
  - Exception: Mounting covers on Freightliner Cascadia trucks may be reimbursed; varies by model/specifications
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets
- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

## Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

## Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not reimbursed, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping and bulk shop supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- For non-powertrain component repairs, the removal, repair, or replacement of:

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- Components/parts and optional items that are not sold or installed by Company
- Equipment installed by a body builder, customer, or service location
- Dynamometer testing on non-Company engines after repairs have been performed
- Shop hardware supplies that are not itemized on the claim as “parts used” (e.g., common bolts, washers, nuts, tie straps, cotter pins, etc.)
- Time spent waiting at a counter to obtain a part, etc.
- Environmental fees, cleanup, or other charges
- Cost of emergency services

## Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

## Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

## Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

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## Routine Maintenance

Routine or preventative maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

**Reminder:** After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

## Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

## Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

## Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

## Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

## 3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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## 3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

## 3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

## 3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations keep the signed form on file and register the vehicle with DTNA for Warranty.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

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**CITY COUNCIL  
STAFF REPORT**

<p><b>Meeting Date:</b> September 20, 2021</p>	<p><b>Subject: Resolution No. 2927</b> Adding Kimberly Graves to the City’s Pro Tem Municipal Court Judge Eligibility Pool</p> <p><b>Staff Member:</b> Keith Katko, Finance Director</p> <p><b>Department:</b> Finance</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input 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><b>Comments:</b> N/A</p>		
<p><b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.</p>		
<p><b>Project / Issue Relates To:</b></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:**

The City under Resolution No. 2729, previously established the creation of an eligibility pool of Municipal Court pro tem judges. This resolution will add Kimberly Graves to the pool effective upon approval.

**EXECUTIVE SUMMARY:**

According to the City Code 2.140, *“In case the Municipal Judge shall be absent from the City or otherwise unable or disqualified to act as Judge of the Municipal Court, his duties shall be performed by a pro temp Judge appointed by the Mayor.”*

Staff recommends that Council appoint Kimberly Graves to the pool of eligible pro tem judges. The hourly rate for Wilsonville Municipal Court Judge is \$100.00.

**EXPECTED RESULTS:**

Continuation of Municipal Court operations when current presiding municipal court judge is unavailable to serve in that capacity.

**TIMELINE:**

N/A

**CURRENT YEAR BUDGET IMPACTS:**

N/A

**FINANCIAL REVIEW:**

Reviewed by: KAK Date: 9/13/2021

**LEGAL REVIEW:**

Reviewed by: BAJ Date: 9/14/2021

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Continuation of Municipal Court Operations.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2927
2. Kimberly Grave’s Resume

**RESOLUTION NO. 2927**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADDING  
KIMBERLY GRAVES TO THE CITY'S ESTABLISHED POOL OF ELIGIBLE  
PRO TEM JUDGES FOR THE CITY'S MUNICIPAL COURT.**

WHEREAS, The Municipal Court is the judicial branch of city government and exists to serve the citizens of this community and

WHEREAS, the City's acting and duly appointing Municipal Court Judge may in the normal course of his/her term be unavailable on a temporary or short-term basis to serve in that role on any scheduled court proceeding and

WHEREAS, the City under Resolution 2729, previously established a pool of eligible Municipal Court pro tem judges

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

1. To add Kimberly Graves to the pool of eligible Municipal Court pro tem judges and authorize Judge Weinhouse to swear her in.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20<sup>th</sup> day of September, 2021, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Lehan

Councilor West

**Kimberly M. Graves**

PO Box 582, West Linn, OR 97068  
 503-683-2169  
 kimberly@graves-legal.com

**Education**

<b>Juris Doctor</b> , Criminal Law Certificate <i>Lewis and Clark Law School, Portland, Oregon</i>	2006
<b>B.A. Degree in Political Science and Sociology</b> <i>University of Colorado, Boulder, Colorado</i>	1998

**Work Experience & Accomplishments**

<b>Justice of the Peace, Pro-tem</b> , <i>Clackamas County Justice Court</i> .....	March 2019- present
<ul style="list-style-type: none"> <li>• Preside over first-appearances and trials in Forcible Entry and Wrongful Detainer (FED) cases.</li> </ul>	
<b>Municipal Court Judge, Pro-tem</b> , <i>City of Lake Oswego</i> .....	November 2016-present
<ul style="list-style-type: none"> <li>• Review search warrants in DUII cases.</li> </ul>	
<b>Municipal Court Judge Pro-tem</b> , <i>City of West Linn</i> .....	April 2016- present
<ul style="list-style-type: none"> <li>• Conduct arraignments, trials, and sentencing hearings for violation and misdemeanor cases.</li> <li>• Review search warrants in DUII cases.</li> </ul>	
<b>Municipal Court Judge</b> , <i>City of Milwaukie</i> .....	February 2014-present
<ul style="list-style-type: none"> <li>• Conduct arraignments and trials in cases arising out of the Oregon Vehicle Code and the Milwaukie Municipal Code.</li> <li>• Preside over the City's Attendance Court program to improve school attendance throughout the North Clackamas School District.</li> </ul>	
<b>Hearings Officer</b> , <i>City of Portland</i> .....	September 2010-April 2014
<ul style="list-style-type: none"> <li>• Presided over appeal hearings arising out of violations of the Portland City Code, the TriMet Code, and the Multnomah County Administrative Rules.</li> <li>• Participated in the review of Land Use Appeal cases.</li> <li>• Drafted over 1000 legal opinions.</li> </ul>	
<b>Deputy District Attorney</b> , <i>Clackamas County District Attorney's Office</i> .....	October 2006- September 2010
<ul style="list-style-type: none"> <li>• Tried approximately 65 cases, including 27 DUII trials and 24 jury trials.</li> <li>• Handled a misdemeanor caseload, including civil commitment hearings.</li> <li>• Handled juvenile delinquency and dependency cases; including working closely with DHS and OYA to manage juvenile cases involving children in state care.</li> </ul>	

**Memberships & Affiliations**

- Oregon Women Lawyers, member
- Charter School Board, vice president
- Municipal Judges' Association, member

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, September 9, 2021. Mayor Fitzgerald called the meeting to order at 7:15 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Fitzgerald
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Mark Ottenad, Public/Government Affairs Director
- Beth Wolf, Systems Analyst
- Zoe Mombert, Assistant to the City Manager
- Andy Stone, IT Director

Motion to approve the order of the agenda.

City Manager Cosgrove requested that City Council entertain a motion to amend the order of agenda to add under Mayor's Business the redistricting discussion.

**Motion:** Councilor Akervall made a motion to approve the amended agenda as described previously. Councilor Linville seconded the motion.

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

**SUMMARY OF VOTES**

- Mayor Fitzgerald            Yes
- Council President Akervall    Yes
- Councilor Lehan                Yes
- Councilor West                 Yes
- Councilor Linville              Yes

**MAYOR'S BUSINESS**

A. Redistricting for Congressional Districts and State Legislative Districts

Mark Ottenad, Public/Government Affairs Director presented the staff report on Redistricting for Congressional Districts and State Legislative Districts.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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Mr. Ottenad explained staff was seeking direction from Council on their redistricting preference. Staff's recommendation for Council consideration was to select either of the two options:

1. Congress Plan A and Legislative Plan A.
2. Congress Plan B and Legislative Plan B.

Council discussion ensued.

Following discussion Council indicated a preference for Congressional Plan B, which includes Clackamas and Marion Counties, and House/Senate Plan A, which places Wilsonville in districts with Sherwood and Tigard.

B. Upcoming Meetings

The Mayor hoped that everyone had a good and safe Labor Day holiday.

She then spoke about the Delta variant and how health care workforce is overtaxed dealing with it. The Mayor shared her personal belief is that each person has a role in ending the pandemic.

Mayor Fitzgerald then reported on the following:

- Reminded the next City Council meeting is Monday, September 20, 2021.
- Congratulated City staff and Parks and Recreation for organizing and hosting another successful Community Block Party at Town Center Park. Mentioned safety and health protocols were put into place for the event.
- Attended the Washington County Board of County Commission meeting about increased hospitalizations due to the Covid-19 Delta variant and its effects on our communities.
- Met with Clackamas County City Mayors and County Commission Chair and discussed a range of issues, including housing services.
- Also, met with another group of Clackamas County Mayors to discuss homelessness.
  - Importance of the role that Clackamas County plays in providing social services, including supportive housing services.
  - Looking forward to seeing the County plan to fulfill commitments to provide wrap around social services for our residents in need.
- Testimony on Redistricting
  - Testify for the Senate and House Committees on Redistricting regarding proposed maps for federal Congressional districts and state Legislative district.

Upcoming meetings:

- C4 Metro Subcommittee JPACT city caucus meeting
  - To discuss issues around tolling and congestion pricing, hosted by JPACT member City Council President Hyzy of Milwaukie and Metro Councilor Christine Lewis of Clackamas County.
- Meeting with Charbonneau Country Club leadership
  - Opportunity to learn about issues of concern pertaining to traffic, the Aurora State Airport and other matters.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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- Announced League of Oregon Cities (LOC) meeting cancelled due to the pandemic. However, she is hopeful LOC will offer alternative trainings via Zoom.

**COMMUNICATIONS**

A. Wilsonville Boones Ferry Historical Society CEP Report

Zoe Mombert, Assistant to the City Manager introduced Susan Schenk, Vice President of Wilsonville Boones Ferry Historical Society. Ms. Schenk displayed a PowerPoint, which has been made part of the record. The presentation summarized recent work done by Wilsonville Boones Ferry Historical Society. A Wilsonville-Metro Community Enhancement Grant for archiving of the historical artifacts funded the work.

B. PGE Outage Discussion

Portland General Electric (PGE) staff, which included Tiffany Delgado, Alex Konopka and Ken Spencer presented to City Council. The PGE team displayed a PowerPoint entitled *Wilsonville's Old Town and Charbonneau Areas PGE Service and February Ice Storm*. The PowerPoint has been made a part of the record. The presentation summarized causes and impacts of the February 2021 ice storm that resulted in multi-day power outages in the area. PGE staff discussed actions being taken to develop a more resilient electrical grid for future outages.

**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.

Christopher Shotola-Hardt, Wilsonville resident and the president of the Wilsonville Arts & Culture Council (WACC) announced highlights of the groups programming.

Troy Mathews, teacher at Inza R. Wood Middle School and Wilsonville High school introduced a project that his students have been working on.

Staff and Mr. Mathews were to connect to have discussion of the possibility to have the school use the Art Tech building to display student's art.

**COUNCILOR COMMENTS**

A. Council President Akervall

Councilor Akervall commented that she too attended the Community Block Party. She appreciated that many of the people in attendance were wearing facemasks even before the new outdoor mask rules had taken effect.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

---

Ms. Akervall shared she recently was given a tour of the Family Empowerment Center which, is operated by the School District. The vision of the center is to empower families to become active advocates in their children's education through a culturally responsive holistic approach.

Ms. Akervall explained that her screen background along with Councilor Lehan's was supplied by SMART as a reminder of safe routes to schools. She reminded the audience to drive slow and be aware of students that are walking, and biking to school.

Mentioned the Boones Ferry Messenger is focused on emergency preparedness and provides a great deal of information to help families prepare for emergencies.

**B. Councilor Lehan**

Councilor Lehan complimented everyone who was involved in the Town Center Community Block Party especially the Parks staff. Ms. Lehan explained Parks staff gave away milkweed plants that help the Monarch butterflies. In addition, staff from Public Works/Parks had lawn mowers displayed, which were a hit with the crowd.

Councilor Lehan announced the Walnut Orchard Dedication for a State Heritage Tree Dedication was rescheduled again. The dedication would take place Thursday, September 16, 2021 at Murase Plaza near the Stein-Boozier Barn. She invited all to attend the dedication.

**C. Councilor West**

Reminded the audience the Citizens (Civics) Academy is accepting applications until October 31, 2021. Councilor West then described that the Academy is an amazing opportunity, which has been successful for citizens to get to know how city government works. He explained thru the Academy participants become aware of different ways to engage in the community. Moreover, the Academy includes various interactive activities, learning opportunities and field trips.

Mr. West encouraged citizens to apply soon as space is limited. He also encouraged those whom applied in the past and did not get in to reapply.

Councilor West shared he was honored to be a featured speaker at a young man name Corbin's Eagle Scout ceremony. He disclosed Corbin had earned over 50 merit badges and had completed a lot of service for the community.

Councilor West then updated that Wilsonville football is in full swing for high school, junior high and the elementary schools. He reported that Wilsonville High School Football team won their first home game against Lebanon. Additionally, the high school team was scheduled to play Friday, September 2021 at Pendleton. He invited everyone that has a chance to checkout a game.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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D. Councilor Linville

Councilor Linville provided an update on the Wilsonville Falls Locks (WFL) Commission She shared the following background information and informed:

- The Oregon Legislative Assembly passed in the 2021 legislative session House Bill 2564 that establishes the Willamette Falls Locks Authority, a public corporation establishing ownership, management, and oversight of the Locks.
- The Oregon Legislative Assembly passed in the 2021 session SB 5534, which authorizes issuance of lottery bonds and appropriates money in the amount of \$7 for the new Authority for operational expense and in repair of the Locks.
- US (Army Corps of Engineers) ACE reported that Senator Merkley and Congressman Schrader secured a \$6.2M earmark in federal Energy and Water Appropriations Bill, one of several FY22 Appropriations Bills, for seismic retrofitting and repair of the Locks. US ACE will issue a solicitation package and award construction contract in 2022 that will take 12-18 months to complete seismic and operational repairs.
- Once seismic repairs are complete, the ACE can transfer ownership to the Authority.
- HB 2564 reduced the lifespan of the WFL Commission by one year.

Ms. Linville stated the WFL Commission and others may nominate applicants to serve on the Authority board. She announced she offered to volunteer to assist with the process of choosing members for the Authority board.

Councilor Linville recalled that it was a previous decision made by the Council to commit \$7,000 a year for 5-years to the ongoing operation of the Locks. However, because a previous Council cannot obligate a future Council to continue support of the Locks the current Council will need to determine how to move forward. Councilor Linville further explained she planned to talk with the Mayor and City Manager about bringing this topic to a future Work Session.

**CONSENT AGENDA**

Ms. Jacobson read the title of the Consent Agenda items into the record.

A. Minutes of the August 16, 2021 Council Meeting.

**Motion:** Councilor Lehan moved to approve the Consent Agenda as read. Councilor Linville seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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**NEW BUSINESS**

A. **Resolution No. 2922**

A Resolution Adopting Collective Bargaining Agreement Between The City Of Wilsonville And Wilsonville Municipal Employees Association (WILMEA). ()

Ms. Jacobson read the title of Resolution No. 2922 into the record.

Jeanna Troha, Assistant City Manager provided a brief summary of the resolution. In closing, she appreciated the Union members and Management staff for their work on the agreement.

**Motion:** Councilor Lehan moved to approve Resolution No. 2922. Councilor Linville seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CONTINUING BUSINESS**

A. **Ordinance No. 849** – *2<sup>nd</sup> Reading*

An Ordinance Of The City Of Wilsonville Making Certain Determinations And Findings Relating To And Approving A Single-Property Urban Renewal Plan For Economic Development Purposes Known As The Twist Bioscience Wilsonville Investment Now (WIN) Zone.

Ms. Jacobson read the title of Ordinance No. 849 into the record on second reading.

The Mayor called to order the Wilsonville City Council second reading on Ordinance No. 849 as read by the City Attorney.

The Mayor reminded although City Council meetings are open to the public, this meeting may be attended remotely in accordance with Oregon law. Information regarding how the public can attend this meeting remotely is posted at City Hall and on the City’s website. The Mayor recalled the public testimony was closed after the first reading.

She then asked if any member of Council had any questions for staff or the City Attorney on Ordinance No. 849.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Hearing no questions, the Mayor called for the motion on Ordinance No. 849.

**Motion:** Councilor Linville moved to adopt Ordinance No. 849 on second reading. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**PUBLIC HEARING**

A. None.

**CITY MANAGER'S BUSINESS**

Thanked City Council for being flexible with acclimating to Zoom meetings again.

He also hoped all have the opportunity to read up on vaccinations and make the right choice.

The City Manager reported that the American Recovery and Reinvestment Act (ARRA) fund discussion would occur at the next Work Session.

**LEGAL BUSINESS**

No Report.

**ADJOURN**

Mayor Fitzgerald adjourned the meeting at 9:12 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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ATTEST:

\_\_\_\_\_  
Julie Fitzgerald, Mayor

DRAFT



# AUGUST 2021 MONTHLY REPORT

## From The Director's Office

In August, City Council approved the Twist Bioscience Wilsonville Investment Now (WIN) Zone, a site specific urban renewal area established for economic development purposes. This sets the stage for a planned \$70 million dollar investment to create the "factory of the future" in an existing, mostly vacant building where 200 new family-wage jobs will be created in the first year of operation. As we all know, a good quality of life begins with a well-paying job.

It is important to note that the WIN Zone tool provided the financial incentive for Twist to bring their investment to Wilsonville instead of other communities that were under consideration. Due to our ineligibility to offer Enterprise Zones, this tool puts Wilsonville on comparable footing with those communities who offer Enterprise Zones. This investment has been described by local economic development professionals as the largest in the Metro area in 2021.

Twist's cutting edge synthetic DNA technology has the potential to change the world for the better through their innovative advancements. Synthetic DNA is identical to natural DNA but is manufactured in a lab, and is not associated with a living organism. It can be used to discover new medicines, store digital data, identify disease genes, create new biomaterials for clothing, or develop beneficial traits for crops. This partnership has the potential to be catalytic for the future of the community in hopes that other bioscience firms choose to locate close to Twist, providing a cluster of industry, innovation, and technology together to strengthen our local economy.

With tenant improvement permits already coming into the Building Division, and exterior modifications underway by the owner, the site is very active with construction activities. I am personally very excited by the opportunities that this business expansion will bring to the Wilsonville community, and look forward to touring the new facility in 2022.

Respectfully submitted,

Chris Neamtzu, AICP  
Community Development Director

The logo for Twist Bioscience features the word "TWIST" in a large, white, sans-serif font, with "BIOSCIENCE" in a smaller, white, sans-serif font below it. The text is set against a background of a green-to-blue gradient with a pattern of white dots and lines.

# Wilsonville, OR

## Building Division

### Welcome to the Team

The newest addition to the Building Division is Jon Scott, filling the position of Building Inspector/Plans Examiner I. Jon is originally from Keizer, Oregon and spent 19 years working in the Maintenance and Custodial Department of the Salem-Keizer School district before coming to the City of Wilsonville. In his free time, he enjoys hiking, riding his motorcycle, and spending time with his kids. Jon decided to join the City's Community Development team after advancing through Chemeketa Community College's Building Inspection Technology Program with Wilsonville Building Official Dan Carlson as one of his instructors. Jon has acquired Plan Review and Inspector certifications for both residential and commercial, and is currently studying for his Fire Plans Examiner certification. He has been shadowing Building Inspector/Plans Examiners Carl Brown and Mike Ditty in the field and office and has already proven to be a valuable member of the team. Welcome to Wilsonville, Jon!



### Whatcha Lookin' At: Tilt-Up Construction

Tilt-up construction is much like the name sounds. It's a rapid construction technique where concrete walls are tilted into place with a crane.

The first step is to pour the building floor slab. Once the slab is cured, construction workers take advantage of the flat surface to form up wall sections. These sections are poured flat over the top of the floor slab and left to cure for about 30 days. When the walls are fully cured they get tilted-up by a crane and placed in line with the remaining wall sections. Temporary steel pole braces (as shown in the photos below) are installed to hold the wall panels upright until the roof and permanent bracing is installed.

Each panel has specially designed rebar steel layouts with "pick points" at strategic locations which allow the heavy walls to be lifted by a crane. Once the panels are installed they are bolted and/or welded together by bolts or steel plates that are embedded in the concrete. Prior to pouring concrete, inspectors verify the size and layout of the steel rebar and location of pick points. The main advantage of tilt-up construction is the speed and low cost at which a building can be built, particularly for warehouses.

There are two projects in Wilsonville right now utilizing tilt-up construction: Coffee Creek Logistics and SSI Shredding.



## Engineering Division, Capital Projects

### **5th Street/Kinsman Road Extension (1139/2099/4196)**

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and the installation of a portion of the Ice Age Tonquin Trail. Sewer, storm, and water utility installation continues. Construction of the Tonquin Trail boardwalk and 5th Street Bridge over Coffee Creek is underway. Construction will continue through January 2023.

### **Boberg Diversion Structure Replacement (2100)**

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Three bids were received by the June 2 deadline with Pleasant Hill Development Company submitting the lowest responsive bid. The contract was awarded internally by the Engineering Division due to its lower amount. Construction will last approximately two weeks and began in July but will not extend past the end of September 2021.

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

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road to Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. City Council authorized the use of Progressive Design Build (PDB) alternative contracting method at the August 2 public hearing. Staff are preparing a Request for Proposals (RFP) for an Owner's Representative to support the PDB contracting to be advertised September 8 and 13. Preliminary hydraulic analysis work for Boeckman Creek continues and is to be completed by the end of the year.

### **Crosswalk Enhancement Assessment (4717)**

This project studies nine existing or proposed crosswalk locations throughout the city and will recommend new safety measures or enhancements for each crossing. Kittelson & Associates will be performing assessment activities that began in June and will continue to the end of September 2021.

### **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. Preliminary 60% design documents have been reviewed by staff and comments submitted to the design team. Project updates to Planning Commission and City Council were held in August. The design team is preparing 90% design documents, which incorporate comments received from staff, Planning Commission, and City Council. Proposed design shown right.



## Engineering Division, Capital Projects

### **Memorial Park Pump Station (2065)**

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July 2020 and is anticipated to be completed in September 2021.

### **Old Farm Road Phase I (1500/2500/4500/7500)**

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction began in June and is anticipated to be completed by December 2021.

### **Priority 1B Water Distribution Improvements (1148)**

This project constructs water distribution piping improvements to correct fire flow deficiencies identified in the Water Distribution System Master Plan. Improvements in the 2021-2022 fiscal year include 8-inch pipeline upgrades on Jackson Way and Evergreen Avenue and an 8-inch loop connection north of Seely Avenue. August 2021 work consisted of getting professional surveyors under contract to perform required survey work needed for design. Design work will occur internally within Engineering with bidding and construction happening in early Spring 2022.

### **Raw Water Facility Improvements**

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe.

### **Rivergreen & Corral Creek Lift Stations (2105)**

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith. Design will be completed by December 2021, with construction anticipated for completion in 2022.

### **Street Maintenance Project 2021 (4014/4118/4725)**

This project involves the rehabilitation of the asphalt driving surface on Town Center Loop and Park Place and includes ADA improvements to pedestrian curb ramps and pedestrian signals, new vehicle signal detection at signalized intersections and bike safety improvements along Town Center Loop. Construction is underway with paving on Town Center Loop East (pictured) nearly complete. Paving work on Town Center Loop West and Park Place will continue through the end of September.



## Engineering Division, Capital Projects

### WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A CMGC alternative contracting method was approved by City Council. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. Final design will be completed in coordination with the CMGC by December 2021, followed by construction through FY 2022-2023.

### WWSP Coordination (1127)

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

- **Phase 1, Wilsonville Road (PLM\_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of the Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and it follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
  - Construction of the PLM\_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
  - 90% design plans are expected to be submitted to the City for review in September 2021.



### WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by spring of 2022.

## **Engineering Division, Private Development**

### **Canyon Creek South Phase 3**

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review.

### **Charbonneau Activity Center**

This project involves a new building, stormwater facility, and utility connections in the Village Center area of Charbonneau. The contractor is working on private utilities and the foundation.

### **Coffee Creek Logistics Center (Panattoni Warehouse)**

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The pre-construction meeting occurred on May 24.

### **Costco ADA Improvements**

Project will include erosion control inspections.

### **Fir Avenue Commons**

This is a ten-unit condominium development in Old Town. The project punch list is complete and this project is moving to the two year maintenance period.

### **Frog Pond Ridge**

This is a 69-lot subdivision north of Frog Pond Meadows. The contractor is grading before utilities are to be connected.

### **Magnolia 6-Plex**

A small development in Old Town that will require sanitary, storm, and water facilities. The contractor is removing trees and clearing debris.

### **Northstar Contractor Establishment—Clay Street**

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punch list items.

### **Parkway Woods**

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. The contractor is removing trees and starting to remove asphalt and sidewalks.

### **SSI Shredding**

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. The permit has been issued and work began the week of May 24.

### **Villebois Clermont**

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois.

### **Wilsonville High School Auditorium**

The school district will be adding a new water line, sanitary force main, and storm facilities. The project is currently under review.

### **Wood Middle School**

Additions to Wood Middle School will require a new stormwater facility. The contractor worked on the interior modifications while school was out. The storm facility will be constructed in the fall.

## Engineering Division, Natural Resources

### Urban Forest Management Plan

In 2020, the City began the Urban Forest Management Plan (UFMP) to guide the City's programs and actions related to the urban forest. Active management of the community's urban forest is becoming more critical as it ages and changes. This will be the City's first comprehensive Urban Forest Management Plan. With the initial timeline for the project, the draft plan was scheduled for the Planning Commission and City Council in late spring, but due to delays in finalizing the draft plan and the opportunity to incorporate new data from an updated street tree inventory that resulted from the winter storm, the draft plan is tentatively scheduled for the Planning Commission in October 2021.

Subsequently, the draft plan will be presented to the City Council this fall.

The UFMP provides an integrated approach to preserving, sustaining, and regenerating Wilsonville's urban forest into the future. While the UFMP covers the entire City, it has two focus areas: Charbonneau and Town Center. In Charbonneau, the focus was primarily on the Red Oak population along French Prairie Road, and in Town Center an inventory was conducted identifying trees that would be good candidates for retention as part of future redevelopment scenarios. Recommendations in the plan address issues and topics specific to the urban forest in these areas. An important foundational component of the UFMP is the City's street tree inventory completed in 2018. Over 24,000 trees were inventoried and entered into Cartegraph, the City's asset management system. The inventory provided a critical starting point for developing the UFMP as it relates to the management of publically-owned trees.

An interdisciplinary team, comprised of staff from Community Development, Public Works, and Parks and Recreation, have participated with the consultant (PlanIt Geo) and the public in the development of the UFMP. The team members have provided their expertise about Wilsonville's urban forest and identified key issues to be addressed within the UFMP.

In the fall of 2020, the public participated in online surveys and virtual meetings, available on *Let's Talk, Wilsonville!*, to discuss the planning process, UFMP framework, and focus areas. Nearly 100 people took the surveys and participated in the virtual meetings. In addition, more than 80 tree photos were submitted by residents as part of a project photo contest. Ultimately, three prize winners were chosen.



## Planning Division, Current

### Administrative Land Use Decisions Issued

- New bus shelter at Graham Oaks Nature Park
- 3 Modifications to wireless communication towers
- Modification to tree removal plan for Clermont at Villebois subdivision due to ice storm
- Entry directional signs for DP Nicoli on Boberg Road
- 3 Class I sign permits
- 1 New ADU
- 13 Type A Tree Permits
- 3 Type B Tree Permits
- 1 Type C Tree Permit
- 8 Residential building permit land use reviews
- Other building permits

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

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

- Clermont Subdivision (Villebois Phase 5 North)
- Fir Avenue Commons development in Old Town
- Magnolia 6-Plex in Old Town
- New Charbonneau Activity Center
- Panattoni Development Company warehouse
- Parkway Woods Business Park remodel/site revisions
- Residential subdivisions in Frog Pond West



### Development Review Board (DRB)

Neither DRB Panel A or Panel B met in August.

### DRB Projects Under Review

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

- Approval of vehicle storage area at Mercedes-Benz of Wilsonville
- Frog Pond Crossing subdivision, located at the northwest corner of Frog Pond Lane and Stafford Road
- Land division and zone change for Frog Pond Church
- Modifications to industrial building at 95th Avenue and Hillman Court for Oregon Department of Administrative Services
- Public Works Complex on Boberg Road
- Villebois Village Center development around Piazza Villebois (shown above)

### Ice Storm Tree Damage and Response

During August, the Planning team continued work related to the City's response to extensive tree damage from the February 2021 ice storm. In particular, Assistant Planner Georgia McAlister continued to intake and review tree removal permits and answer questions, and coordinate pre-replanting stump grinding assistance using funds from a Metro community enhancement grant. Associate Planner Cindy Luxhoj continued to coordinate the multi-disciplinary response, particularly preparing for replanting events in the fall.

## Planning Division, Long Range

### **Middle Housing in Wilsonville Project (House Bill 2001 Implementation)**

In August, the project team held work sessions with the Planning Commission and the City Council to continue to refine the proposed updates to the Comprehensive Plan, Frog Pond West and Villebois Master Plans, Old Town

Neighborhood Plan, and Development Code. Following the work sessions the project team worked on preparing the final package of recommended updates for public hearings as well as sent out public hearing notices. The Planning Commission held a public hearing on September 8. The City Council is scheduled to hold a public hearing on October 4 following an additional work session on September 20.



### **Planning Commission**

At their regularly scheduled meeting on August 11, the Planning Commission held three work sessions. The first work session was concerning the Town Center Streetscape Plan during which staff answered questions and received feedback on the streetscape investment levels, lighting, and street trees. The second work session topic was the I-5 Pedestrian Bridge. Following a project update, the Planning Commission provided feedback on several design elements of the bridge and land plaza in Town Center. The final work session concerned the Middle Housing in Wilsonville project. This was the eighth and final work session on the project. During the work session staff answered questions and received input on recent updates including an updated approach for encouraging middle housing in Frog Pond West.

### **Transit-Oriented Development at the Wilsonville Transit Center**

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During August, the project team finalized an assessment of opportunities and constraints on the project site. The project team also held a stakeholder interview with TriMet's TOD Manager to gather information on TriMet's approach to TOD projects and to discuss opportunities for a shared parking arrangement. This information was shared with City Council to assist with the development of a vision, goals, and priorities for the site at a work session September 9.

### **Vertical Housing Development Zones**

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During August, the project team presented a memorandum to City Council to respond to the questions and suggestions raised during a work session in May about potential VHDZ implementation in vertical, mixed-use areas of the City. Council provided direction to move forward with implementation of VHDZ and expressed interest in developing criteria for how to define eligible non-residential spaces. The project team will work to develop these criteria, along with Town Center boundary options for consideration at a future work session this fall.

## Planning Division, Long Range



# WILSONVILLE TOWN CENTER PLAN

### **Wilsonville Town Center Plan**

#### *I-5 Pedestrian Bridge*

During August, the project team presented 60% Design documents for the bridge and gateway plaza to the Planning Commission and City Council for their feedback. These documents included more detailed information on design elements for the plaza including seating, landscaping materials, shade structures, and pavement materials. The project team will incorporate the feedback received at these work sessions into the 90% design documents, which will be finalized this fall.

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.

#### *Streetscape Plan*

The City is developing a streetscape plan that establishes design guidelines for sidewalks and streets in Town Center, including items such as street furniture, lighting fixtures, landscaping, public art placement and pavement design. The completed plan will create a distinct look and feel for Town Center streets. During August, the project team continued to refine the plan in preparation for upcoming public hearings. The Planning Commission held a public hearing on September 8. The City Council is scheduled to hold a public hearing on October 4 following an additional work session on September 20.



# AUGUST MONTHLY REPORT

*FINANCE—The department where everyone counts*

1. **Staffing:** The Finance Department welcomed Linda Loop to the team this past month as the City's new Accounting Specialist-Payroll. Current to the position, Shelly Marcotte is retiring after 25 years of service the City of Wilsonville in early September. The department has two existing positions vacant, the Assistant Finance Director (AFD) and an Accounting Technician position. The AFD will be filled by end of September and there will be some positional restructuring in the department but the overall budgeted FTE level will remain the same.
2. **Utilities:** The City's migration to a new utility billing system (**MUNIS**) continues. As you can imagine, the process to switch ERP systems is very time consuming and intense, particular at the ground level set up. The estimated go live date to switchover to the new utility billing system is May 2022. The department processes almost 7,000 monthly bills a month now. For the past month's collections, approximately 41% paid via credit card on the web or via recurring charge.
3. **Financial Planning:** The City has contracted with FCS Group to conduct a capital funding alternatives study examining and compiling a list of the diverse set of unfunded capital project aspirations and providing potential funding options and alternatives to assist us in long term financial planning.
4. **Annual Closing:** William Faulkner could have easily been talking about accounting when you famously wrote, "The past is never dead. It's not even past." Work continues in Finance on year end financial reporting including the completion of the Comprehensive Annual Financial Report.

Accrual accounting records revenue and expenses in the period that the transactions originated rather than when payment was made or received. Financial standards set an accrual period of 60 days out after year end to record revenues and expenses in the proper fiscal year. Revenues subject to accrual include property taxes, payroll (transit) taxes, franchise fees, interest and state shared revenues. Expenditures are recorded in the period during which the good and services are received. **Long story short**, the 60 day period was over August 30, revenues and expenses received or incurred in July or August but related to prior year have been re-classed back to the proper year. As such we are beginning to get a clearer picture of year ending fund balances, which will be included as part of the Q4 Financials to be sent out shortly to Council and Budget Committee members. Year end fund balances roll forward into the current fiscal year (FY 21-22) as beginning fund balance are where the past lives on.

5. **ATTACHED FINANCIALS:** It's a bit early to spot any trends, though FINANCE continues to monitor all departments for on-going budget compliance. One item of note, is the receipt of \$2.8 million ARPA funds recorded for now in the General Fund as intergovernmental revenue.

Also attached is the Fiscal-Year END Investment Disclosure Report. This will also be included with the Q4 financials sent out shortly to the Budget Committee.

The City's first budget supplemental is scheduled for October 18 to include recent labor agreement updates, CIP budget rollovers from the prior year, Ice Storm cleanup costs, and City Hall renovation from water damage.

<b>CITY OF WILSONVILLE - Fund Summaries</b>
<b>Reporting Month: AUG FY 2022</b>

	<b>Current Year Budget</b>	<b>Year to Date Activity</b>	<b>Remaining Balance</b>	<b>% Used</b>
<b>110 - General Fund</b>				
Taxes	\$ 12,450,940	\$ 3,194	\$ 12,447,746	0%
Intergovernmental	2,685,330	2,785,943	(100,613)	104%
Licenses and permits	169,850	137,463	32,387	81%
Charges for services	706,490	35,954	670,536	5%
Fines and forfeitures	315,000	16,732	298,269	5%
Investment revenue	91,000	267	90,734	0%
Other revenues	16,343,324	16,338,821	4,503	100%
Transfers in	4,453,155	508,580	3,944,575	11%
<b>TOTAL REVENUES</b>	<b>\$ 37,215,089</b>	<b>\$ 19,826,953</b>	<b>\$ 17,388,136</b>	<b>53%</b>
Personnel services	\$ 9,763,662	\$ 1,055,216	8,708,446	11%
Materials and services	26,426,917	17,119,017	9,307,900	65%
Capital outlay	20,000	-	20,000	0%
Transfers out	2,888,645	70,832	2,817,813	2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 39,099,224</b>	<b>\$ 18,245,065</b>	<b>\$ 20,854,159</b>	<b>47%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,489,124	\$ 248,185	1,240,939	17%
Investment revenue	7,500	-	7,500	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,496,624</b>	<b>\$ 248,185</b>	<b>\$ 1,248,439</b>	<b>17%</b>
Personnel services	\$ 802,150	\$ 93,597	708,553	12%
Materials and services	671,135	78,895	592,240	12%
Capital outlay	-	42,908	(42,908)	-
Transfers out	2,400	400	2,000	17%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,475,685</b>	<b>\$ 215,800</b>	<b>\$ 1,259,885</b>	<b>15%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 1,060,463	\$ 769,407	291,056	73%
Charges for services	11,700	-	11,700	0%
Investment revenue	12,000	-	12,000	0%
Transfers in	41,545	6,924	34,621	17%
<b>TOTAL REVENUES</b>	<b>\$ 1,125,708</b>	<b>\$ 776,331</b>	<b>\$ 349,377</b>	<b>69%</b>
Personnel services	\$ 1,102,560	\$ 91,919	1,010,641	8%
Materials and services	176,948	71,690	105,258	41%
Transfers out	405,606	50,932	354,674	13%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,685,114</b>	<b>\$ 214,541</b>	<b>\$ 1,470,573</b>	<b>13%</b>
<b>231 - Community Development Fund</b>				
Intergovernmental	\$ 161,200	\$ -	161,200	0%
Licenses and permits	593,446	145,200	448,246	24%
Charges for services	745,080	36,471	708,609	5%
Investment revenue	8,500	-	8,500	0%
Other revenues	250	-	250	0%
Transfers in	2,383,525	237,754	2,145,771	10%
<b>TOTAL REVENUES</b>	<b>\$ 3,892,001</b>	<b>\$ 419,425</b>	<b>\$ 3,472,576</b>	<b>11%</b>
Personnel services	\$ 3,266,740	\$ 317,804	2,948,936	10%
Materials and services	783,614	100,979	682,635	13%
Transfers out	598,095	98,180	499,915	16%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,648,449</b>	<b>\$ 516,963</b>	<b>\$ 4,131,486</b>	<b>11%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 1,995,223	\$ -	1,995,223	0%
Investment revenue	12,500	-	12,500	0%
Other revenues	-	3,301	(3,301)	-
<b>TOTAL REVENUES</b>	<b>\$ 2,007,723</b>	<b>\$ 3,301</b>	<b>\$ 2,004,422</b>	<b>0%</b>
Personnel services	\$ 416,900	\$ 28,176	388,724	7%
Materials and services	495,930	62,118	433,812	13%
Capital outlay	13,000	-	13,000	0%
Transfers out	809,155	38,816	770,339	5%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,734,985</b>	<b>\$ 129,110</b>	<b>\$ 1,605,875</b>	<b>7%</b>

<b>CITY OF WILSONVILLE - Fund Summaries</b>
<b>Reporting Month: AUG FY 2022</b>

	<b>Current Year Budget</b>	<b>Year to Date Activity</b>	<b>Remaining Balance</b>	<b>% Used</b>
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,150,000	\$ 369,234	1,780,766	17%
Investment revenue	20,000	-	20,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 2,170,000</b>	<b>\$ 369,234</b>	<b>\$ 1,800,766</b>	<b>17%</b>
Transfers out	\$ 2,503,924	\$ -	2,503,924	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,503,924</b>	<b>\$ -</b>	<b>\$ 2,503,924</b>	<b>0%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 5,000,000	\$ 1,171,570	3,828,430	23%
Intergovernmental	3,964,104	5,625	3,958,479	0%
Charges for services	-	398	(398)	-
Fines and forfeitures	5,000	3,402	1,598	68%
Investment revenue	75,000	-	75,000	0%
Other revenues	16,000	-	16,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,060,104</b>	<b>\$ 1,180,995</b>	<b>\$ 7,879,109</b>	<b>13%</b>
Personnel services	\$ 4,251,900	\$ 441,455	3,810,445	10%
Materials and services	2,118,188	407,113	1,711,075	19%
Capital outlay	1,990,000	337,680	1,652,320	17%
Transfers out	669,447	97,538	571,909	15%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,029,535</b>	<b>\$ 1,283,786</b>	<b>\$ 7,745,749</b>	<b>14%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 9,411,000	\$ 2,606,508	6,804,492	28%
Investment revenue	150,000	-	150,000	0%
Other revenues	12,000	5,717	6,283	48%
<b>TOTAL REVENUES</b>	<b>\$ 9,573,000</b>	<b>\$ 2,612,226</b>	<b>\$ 6,960,774</b>	<b>27%</b>
Personnel services	\$ 629,100	\$ 56,657	572,443	9%
Materials and services	4,538,189	398,360	4,139,829	9%
Capital outlay	247,400	-	247,400	0%
Transfers out	10,798,267	117,916	10,680,351	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 16,212,956</b>	<b>\$ 572,934</b>	<b>\$ 15,640,022</b>	<b>4%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,275,000	\$ 1,354,302	6,920,698	16%
Investment revenue	160,000	-	160,000	0%
Other revenues	30,000	1,398	28,602	5%
Transfers in	600,000	-	600,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,065,000</b>	<b>\$ 1,355,700</b>	<b>\$ 7,709,300</b>	<b>15%</b>
Personnel services	\$ 377,750	\$ 19,084	358,666	5%
Materials and services	3,740,830	315,403	3,425,427	8%
Capital outlay	291,100	-	291,100	0%
Debt service	2,623,500	-	2,623,500	0%
Transfers out	2,907,055	87,432	2,819,623	3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,940,235</b>	<b>\$ 421,920</b>	<b>\$ 9,518,315</b>	<b>4%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 536,650	\$ 91,905	444,745	17%
Investment revenue	8,500	-	8,500	0%
<b>TOTAL REVENUES</b>	<b>\$ 545,150</b>	<b>\$ 91,905</b>	<b>\$ 453,245</b>	<b>17%</b>
Materials and services	\$ 384,030	\$ 24,241	359,789	6%
Transfers out	1,045,000	-	1,045,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,429,030</b>	<b>\$ 24,241</b>	<b>\$ 1,404,789</b>	<b>2%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,440,000	\$ 583,506	2,856,494	17%
Investment revenue	15,000	-	15,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 3,455,000</b>	<b>\$ 583,506</b>	<b>\$ 2,871,494</b>	<b>17%</b>
Personnel services	\$ 273,170	\$ 25,564	247,606	9%
Materials and services	788,536	66,199	722,337	8%
Capital outlay	107,000	-	107,000	0%
Debt service	518,000	-	518,000	0%
Transfers out	2,049,216	85,306	1,963,910	4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,735,922</b>	<b>\$ 177,069</b>	<b>\$ 3,558,853</b>	<b>5%</b>

## Investment Portfolio as of June 30, 2021

## ASSET ALLOCATION (PAR):

ISSUER	PAR Value	Allocation	Yield To Maturity
US TREASURIES	\$ 20,500,000.00	13.61%	0.2936%
US Government Agencies	\$ 17,000,000.00	11.29%	0.1185%
Municipal Bonds	\$ 8,205,000.00	5.45%	0.1875%
CORPORATE Bonds	\$ 47,150,000.00	31.31%	0.3701%
Bank Deposits	\$ 8,754,475.92	5.81%	0.0000%
LGIP	\$ 49,001,659.06	32.54%	0.6000%
<b>TOTAL</b>	<b>\$ 150,611,134.98</b>	<b>100%</b>	<b>0.3111%</b>

## MATURITY DISTRIBUTION (PAR):

ISSUER	0-90 Days	91 - 180 Days	181 - 365 Days	365 - 541 Days	Total
US TREASURIES	\$ 3,000,000	\$ -	\$ 5,500,000	\$ 12,000,000.00	\$ 20,500,000.00
US Government Agencies	\$ -	\$ -	\$ 6,000,000	\$ 11,000,000.00	\$ 17,000,000.00
Municipal Bonds	\$ 250,000	\$ 1,500,000	\$ 3,500,000	\$ 2,955,000.00	\$ 8,205,000.00
CORPORATE Bonds	\$ 8,250,000	\$ 5,000,000	\$ 27,900,000	\$ 6,000,000.00	\$ 47,150,000.00
Bank Deposits	\$ 8,754,476	\$ -	\$ -	\$ -	\$ 8,754,475.92
LGIP*	\$ 49,001,659	\$ -	\$ -	\$ -	\$ 49,001,659.06
<b>TOTAL</b>	<b>\$ 69,256,135</b>	<b>\$ 6,500,000</b>	<b>\$ 42,900,000</b>	<b>\$ 31,955,000.00</b>	<b>\$ 150,611,134.98</b>
	46%	4%	28%	21%	100%

## Notes:

1. The LGIP is an open-ended, no load diversified portfolio, commingled with state funds in the Oregon Short Term Fund.
2. All other (non-LGIP) investments must mature within 18 months, per City Financial Policy.

## PORTFOLIO POSITION DETAIL:

Investment	Type	Yield To Maturity	Maturity Date	Par Value	Market Value
US Treasury	UST	1.5020%	07/15/21	\$ 2,000,000.00	\$ 2,002,000.00
US Treasury	UST	1.4070%	07/31/21	\$ 1,000,000.00	\$ 1,000,900.00
US Treasury	UST	0.1288%	03/15/22	\$ 2,000,000.00	\$ 2,032,340.00
US Treasury	UST	0.1133%	04/30/22	\$ 2,000,000.00	\$ 2,027,500.00
US Treasury	UST	0.0879%	06/30/22	\$ 1,500,000.00	\$ 1,524,555.00
US Treasury	UST	0.0600%	07/31/22	\$ 3,000,000.00	\$ 3,000,480.00
US Treasury	UST	0.0711%	08/15/22	\$ 2,000,000.00	\$ 2,034,060.00
US Treasury	UST	0.0500%	08/15/22	\$ 2,000,000.00	\$ 2,034,060.00
US Treasury	UST	0.1000%	09/30/22	\$ 1,500,000.00	\$ 1,499,715.00
US Treasury	UST	0.1100%	09/30/22	\$ 1,000,000.00	\$ 1,020,120.00
US Treasury	UST	0.1000%	11/30/22	\$ 1,500,000.00	\$ 1,499,010.00
US Treasury	UST	0.1600%	12/15/22	\$ 1,000,000.00	\$ 1,021,210.00
FFCB	GSE-AGENCY	0.1500%	02/24/22	\$ 1,500,000.00	\$ 1,500,450.00
FFCB	GSE-AGENCY	0.1100%	03/01/22	\$ 1,500,000.00	\$ 1,524,705.00
FFCB	GSE-AGENCY	0.1500%	05/16/22	\$ 1,500,000.00	\$ 1,500,645.00
FFCB	GSE-AGENCY	0.1500%	05/16/22	\$ 1,500,000.00	\$ 1,500,645.00
FFCB	GSE-AGENCY	0.1000%	08/02/22	\$ 2,500,000.00	\$ 2,499,650.00
FFCB	GSE-AGENCY	0.1000%	08/02/22	\$ 1,500,000.00	\$ 1,499,790.00
FHLB	GSE-AGENCY	0.1000%	09/09/22	\$ 1,500,000.00	\$ 1,533,750.00
FFCB	GSE-AGENCY	0.1250%	09/16/22	\$ 3,000,000.00	\$ 2,999,880.00
FFCB	GSE-AGENCY	0.1000%	12/09/22	\$ 2,500,000.00	\$ 2,560,950.00
Port of Morrow	MUNI	0.3010%	09/01/21	\$ 250,000.00	\$ 250,682.50
Clark Co SCD	MUNI	0.0600%	12/01/21	\$ 1,500,000.00	\$ 1,524,210.00
CA School	MUNI	0.2500%	01/31/22	\$ 1,000,000.00	\$ 999,970.00

**PORTFOLIO POSITION DETAIL:**

<b>Investment</b>	<b>Type</b>	<b>Yield To Maturity</b>	<b>Maturity Date</b>	<b>Par Value</b>	<b>Market Value</b>
CA State	MUNI	0.2500%	04/01/22	\$ 2,500,000.00	\$ 2,541,225.00
Canby	MUNI	0.2000%	06/01/22	\$ 235,000.00	\$ 234,990.60
PCC	MUNI	0.2250%	06/15/22	\$ 1,000,000.00	\$ 1,000,940.00
Marin HGR	MUNI	0.1470%	08/01/22	\$ 720,000.00	\$ 719,697.60
ADASCD	MUNI	0.1200%	08/15/22	\$ 1,000,000.00	\$ 1,054,220.00
Natl Australian Bank	CORP	1.1210%	07/12/21	\$ 1,500,000.00	\$ 1,500,780.00
Wells Fargo	CORP	1.0900%	07/26/21	\$ 1,500,000.00	\$ 1,501,905.00
JPMorgan	CORP	0.7200%	08/15/21	\$ 1,250,000.00	\$ 1,256,150.01
JPMorgan	CORP	0.8680%	08/15/21	\$ 1,000,000.00	\$ 1,004,919.99
JPMorgan	CORP	1.0997%	08/15/21	\$ 2,000,000.00	\$ 2,009,840.00
Honda Fin Corp	CORP	0.2510%	09/09/21	\$ 1,000,000.00	\$ 1,002,730.00
Mitsubishi UFG Bank	CORP	0.5510%	09/30/21	\$ 1,000,000.00	\$ 1,003,950.00
Credit Suisse	CORP	0.2700%	11/12/21	\$ 1,000,000.00	\$ 1,006,840.00
US Bank	CORP	0.1320%	11/16/21	\$ 1,500,000.00	\$ 1,514,295.00
US Bank	CORP	0.6320%	11/16/21	\$ 1,500,000.00	\$ 1,514,295.00
Met Life	CORP	0.1544%	01/11/22	\$ 2,000,000.00	\$ 2,033,320.00
WestPAC	CORP	0.1920%	01/11/22	\$ 1,500,000.00	\$ 1,520,745.00
UBS Financial	CORP	0.4010%	02/01/22	\$ 3,000,000.00	\$ 3,042,330.00
Royal Bank	CORP	0.2150%	02/01/22	\$ 1,500,000.00	\$ 1,522,095.00
Royal Bank	CORP	0.2257%	02/01/22	\$ 3,000,000.00	\$ 3,044,190.00
RaboRank	CORP	0.2120%	02/08/22	\$ 2,000,000.00	\$ 2,044,240.00
Bank of Nova Scotia	CORP	0.1100%	03/07/22	\$ 1,000,000.00	\$ 1,017,170.00
Bank of Montreal	CORP	0.1410%	03/26/22	\$ 1,500,000.00	\$ 1,529,565.00
Bank of Montreal	CORP	0.1730%	03/26/22	\$ 1,000,000.00	\$ 1,019,710.00
Bank of Montreal	CORP	0.2010%	03/26/22	\$ 1,500,000.00	\$ 1,529,565.00
Credit Suisse	CORP	0.1870%	04/08/22	\$ 4,000,000.00	\$ 4,076,360.00
Royal Bank	CORP	0.1600%	04/29/22	\$ 1,500,000.00	\$ 1,532,325.00
Royal Bank	CORP	0.2020%	04/29/22	\$ 1,000,000.00	\$ 1,021,550.00
Apple	CORP	0.1000%	05/13/22	\$ 2,000,000.00	\$ 2,042,740.00
Natl Australian Bank	CORP	0.1310%	05/21/22	\$ 1,400,000.00	\$ 1,428,266.00
ExxonMobil	CORP	0.1750%	08/16/22	\$ 2,000,000.00	\$ 2,037,000.00
JPMorgan	CORP	0.1570%	09/23/22	\$ 1,500,000.00	\$ 1,553,970.00
Bank of Montreal	CORP	1.6000%	11/01/22	\$ 1,000,000.00	\$ 1,023,220.00
TD	CORP	0.1130%	12/01/22	\$ 1,500,000.00	\$ 1,534,245.00
LGIP	OR Short-Term Fd	0.6000%	06/30/21	\$ 49,001,659.06	\$ 49,001,659.06
Bank Deposit	Cash		06/30/21	\$ 8,754,476	\$ 8,754,475.92
<b>Total</b>				<b>\$ 150,611,134.98</b>	<b>\$ 151,766,796.68</b>



# AUGUST 2021 MONTHLY REPORT

## *From the Director*

The Summer Reading Program (SRP) for all ages ended August 31. Over 200 children, teens, and adults participated in the Reading Log Challenge, over 125 participated in the Science Challenge, and 140 participated in the Summer Activity Challenge (aka 'Bingo'). The Grand Prize Drawing will be held in early September.

Youth Services staff spent the month creating and providing weekly "Take and Make Kits". These free kits were available for children to pick up at the library, and included a different science-related craft each week. The kits were popular and often gone by the second day they were made available. Youth Services staff delivered books to Club K (an afterschool program with 35 kids) about different topics every week over the summer. We intend to continue to foster the relationship with Club K during the school year. As part of their annual planning schedule, Youth Services staff used August to plan and prepare for upcoming fall programs, including receiving training on the new digital video camera to be used to film Storytime.

Adult programs in August featured an online presentation by Dr. Bill Thierfelder about five women science fiction and fantasy authors. The Article Club discussed "How the Pentagon Started Taking U.F.O.s Seriously" by Gideon Lewis-Kraus in *The New Yorker* magazine. The Book Club met online to discuss *Queenie* by Candice Carty-Williams. The weekly English Class & Conversation Group continued to meet online. In conjunction with Youth Services, Adult Services staff created and provided "Take and Make Kits" for teens and adults, which featured blank journals, writing prompts, and assorted summer-related puzzles and activity sheets.

The American Red Cross held a blood drive in the library parking lot on August 20. Fifteen donors contributed enough blood to potentially save 39 lives.

Our volunteer base got a boost in August. Key Bank employees and National Honor Society students volunteered their services throughout the month. We appreciate their efforts and look forward to this fall.

In library operations news, the library extended open hours on August 13 for the heat wave. Per the Governor's executive order, as of August 13, a mask mandate was reinstated. Libraries in Clackamas County (LINCC) announced more standardized loan periods throughout the county, which will begin September 1. For the Wilsonville Library, this means extending loan periods on some items such as DVDs and Large Print fiction.

The Wilsonville Friends of the Library resumed normal open hours with their "Twice Sold Tales" bookstore located in the library's lobby. To promote their new schedule, the Friends held a Mega Book Sale inside the library August 24-31.

*-Pat Duke, Library Director*



## August 2021 Parks & Rec Report

### Directors Report:

I cannot believe it is September already. August was a blur of activity for us here in the Parks and Recreation Department with The Community Block Party, Movies, Concerts, facility reservations and a variety of Summer Camps. We even added a new park to our inventory! The scheduled take-over of Edelweiss Park has just finalized, so the park maintenance team will add it to its list of duties. It was not all fun and games though, as we were also hit with extreme weather events, wildfire smoke, and of course the recent surge in COVID cases. Through it all, the resiliency of the team shone through, as they were able to handle everything that was thrown their way. I am so grateful to be part of such a hard-working and dedicated group that is always eager to jump in and get the job done!

*-Kris Ammerman*



## Community Center Updates:



### Community Center

- Parks and Recreation staff was excited to open the doors of the Community Center once again in August. Drop-in programs such as the Photography group, Pinochle & Cribbage, Bridge, BINGO and Ladies Afternoon Out all returned and staff looks forward to seeing other drop-in groups as they feel comfortable returning. Unfortunately, due to the indoor mask mandate, the majority of indoor fitness classes were canceled or moved outdoors.
- Back in June of this year, the Community Center received four (4) Oculus Virtual Reality headsets from Clackamas County Behavioral Health. Since then, staff has been working to development programming using the headsets. This month, Personal Trainer Brad Moore began meeting once a week with participants to start exploring the possibilities of the headsets. The group is currently reviewing fitness “game” options with the goal of rolling out a virtual reality based fitness program at the Community Center.



# Block Party Fun!



## The Community Block Party—

The Community Block Party was held on Thursday, August 26 in Town Center Park. The event had a decent turnout, given the state of the pandemic, and those in attendance seemed to have a great time. The event featured the band “Samsel”, as well as professional sound company, Aloha Sound, that always does an amazing job. There were also several food trucks and a brewery on site for food and beverages. Kids enjoyed a balloon artist, glitter tattoo artist and bubble stations. Several city departments and boards also took part in the event including Public Works, Parks and Rec, the Kitakata Sister City Advisory Board, and Friends of the Library.

## Movies in the Park —

Two Movies in the Park were held in August- “A Beautiful Day in the Neighborhood” in Town Center Park and “Raya and the Last Dragon” at the Memorial Park River Shelter. A big thank you to this year’s movie Sponsor, Wilsonville Subaru, who’s sponsorship helps keep these movies free to our community. Town Center Park was a new venue for movies in the park this year, and turned out to be a great location for the community. The Parks and Rec department plans to continue to explore additional locations in the years to come.

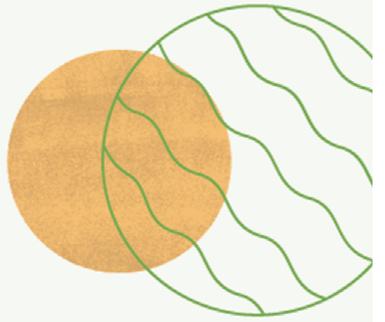


## Board Highlights

**Kitakata Sister City Advisory Board—** The Kitakata Sister City Advisory board met in August to continue their discussions and preparations around the newly created three year work plan. The board plans to come to council work session on October 18t to present this work plan to council. Several members of the board hosted an informational table at the Block Party where they handed out brochures and Kitakata style ramen to help spread awareness about our sister city. \*see new informational brochure on the following 2 pages\*

**Korean War Memorial Foundation of Oregon (KWMFO):** Plans for the Korean War Memorial Interpretive Center are moving along. Recently, Formations, Inc., the design and build company that won the bid, sent KWMFO a “wish list” for items to be displayed in the Interpretive Center. The “wish list” includes; military-issued equipment: bayonets, knives, helmet, hat, beret, ration kit, P-38 can opener, and dog tags. Also needed are Korean War medals and ribbons given to soldiers and patches worn by soldiers. The Foundation is hoping to source these items from local veterans and the community at-large.

**Wilsonville Community Seniors Inc.—** The Board was excited to bring back the ever popular monthly senior trip with a trip to Oktobrefest in Mt. Angel. Unfortunately, given the large scale nature of the event, the Board decided to cancel the trip in the interest of health and safety.



About Kitakata:

Kitakata is located about 4 1/2 hours northwest of Tokyo, within the Fukushima prefecture of Japan. The climate is warm in the summer and usually receives heavy snowfall in the winter. The population of Kitakata is approximately 52,000. Kitakata is well known for its delicious ramen and beautiful lacquerware.



Current Board Members

- Jason Jones
- Sruthy Menon
- Aaron Reyna - Vice Chair
- Tracy Sailors
- Dave Schalk
- Adrienne Scritsmier
- Seiji Shiratori
- Kevin Stewart
- Ashleigh Summerlin - Chair
- Erica Behler - Staff Liaison

Emeritus Members:

- Sue Raxter
- Lois Reimer
- Bev Schalk



Kitakata Sister City Advisory Board



WILSONVILLE, OREGON  
KITAKATA, JAPAN

## Mission

The Sister City Advisory Board's mission is to encourage cross-cultural understanding and promote educational and economic exchange between the City of Wilsonville and their Sister City Kitakata, Japan.

## Vision

The Wilsonville community celebrates our relationship with Kitakata through cultural immersion opportunities in education, food, business, and Japanese tradition.



## History

The City of Wilsonville has had a Sister City relationship with the City of Kitakata, Japan since 1988. This 30+ year program. The program was long sustained through the dedication of the Wilsonville Sister City Association, a volunteer group that organized, raised funds and documented cultural exchanges prior to the establishment of this City board. In 2020/21, the City of Wilsonville transitioned this program to a city funded/supported program and established an Advisory Board to guide and support the development and activities of the Sister City Program. Historically, the cities have participated in a student exchange: local high school and middle school students from Kitakata stay with families here in Wilsonville, and students from Wilsonville stay with host families and participate in local activities in Kitakata. These exchanges have nurtured and increased understanding of different cultures, while creating wonderful memories and new friendships.

## 2021-2024 Goals + Actions



Goal 1: Strengthen the relationship between Kitakata and Wilsonville through the development of a shared vision and goals.

Goal 2: Increase community awareness of the Kitakata Sister City program.

Goal 3: Engage Wilsonville's youth in the Sister City Program through expanded education and offerings.

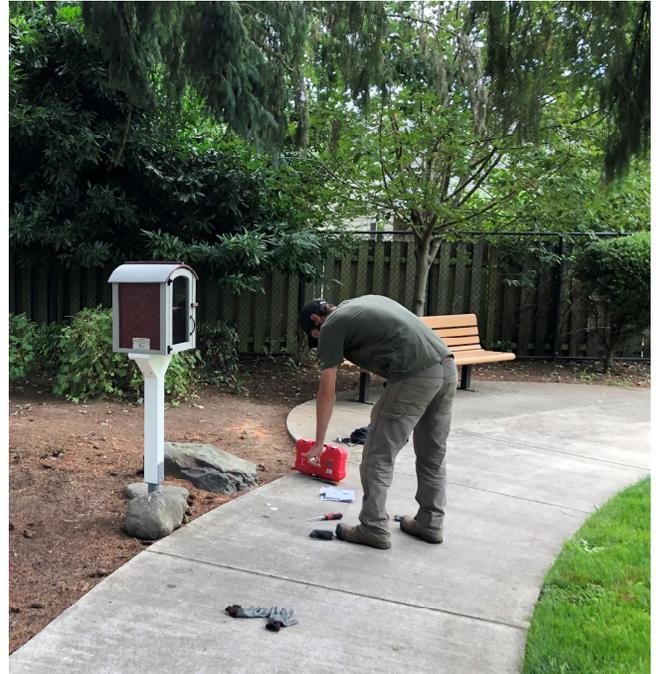
Goal 4: Develop fundraising goals and priorities for the Kitakata Sister City program.

Goal 5: Foster economic ties, make connections, and build awareness of the Sister City program in the business community.



## Parks Maintenance Updates:

- Picked up boulders for nature play
- Installed memorial plaque at Courtside Park
- Installed little free library at Engelman Park
- Cleaned up Cities future pedestrian bridge property (40 yards of chipped debris and leaf material. Picked up 200 gallons of trash)



**The Last Day to Enjoy Splash Pads will be Sunday, 9/12**

Water features will be closed for the season beginning Monday, 9/13

Thank you for the great summer season!



## Parks Maintenance Updates:

### Playground Inspection and Repair is Key

A key component to the safety of Wilsonville Parks playgrounds is the parks maintenance team conducting safety inspections. In an August inspection of Murase Plaza playground, a broken slide was discovered. The issue was explored further by the team and then removed. The area was made safe with a short term fix and a replacement slide was ordered less than 24 hours after the concern was found.



**Damaged Area**



**Short Term Fix**

### Nature Play Moving Forward

The Parks Maintenance team is making great progress on the Nature Play area at Memorial Park. This month brought the installation of a sandbox and cave area. The team continues to drive towards a mid October completion date so the community can enjoy it before the heavy rain arrives. Tommy Reeder and Zack Morse have been diligent in their work on the project to ensure the community has an incredible new asset that is a one of a kind play opportunity for the Wilsonville community. The Nature Play area is funded by a Wilsonville—Metro Community Enhancement grant



**Sand Play Area Before**



**Sand Play Area After**



# City of Wilsonville Police

August 2021

Officers from the Wilsonville Police Department were dispatched to the former Fry's location on SW Town Center Loop W around 5:44 p.m. on Wednesday, August 25. Four teenagers were called in, seen "ripping off plywood" used to board up the building's windows and doors.

Sergeants Brian Pearson and Jesse Unck, along with Deputies Hector Campos and Sam Tooze, arrived and made contact.

The teenagers admitted to pulling down plywood and attempting to gain access to the vacant building. After some discussion on what they could do to make things right, they fixed the plywood back in place and their parents were notified.

The resolution to this incident was positive and one that exemplified restorative justice.

## RESTORATIVE JUSTICE IN ACTION



August 3rd this year saw the return of National Night Out events. Several were held in the Wilsonville area and members of the Wilsonville Police Department attended.

Festivities included speakers, food and drinks, live music, games, and getting to meet (or re-meet) one's neighbors.



*Pictured left:*

*Top: Charbonneau residents listening to speakers from the Wilsonville Police Department, Clackamas County Sheriff's Office, and TVF&R.*

*Bottom: Wilsonville's Motor Unit, Deputy Benjamin Toops and fellow rider*



On August 11, the Wilsonville Police Department arrested Johnathan Samuel Staples, 39, of Portland, Oregon, on several counts. Deputies Isaac Bailey and Brendon McKoy initially made contact with him to serve a warrant out of Multnomah County.

When deputies approached Staples, he became uncooperative, fled on foot, and after a short chase, was taken into custody. Counterfeit US Currency was found in his possession.

Staples was taken to the Clackamas County Jail, where he was lodged by the County on *Escape III* and *Criminal Possession of a Forged Instrument*. In addition, he was detained on 13 charges pending in Multnomah County. In Clackamas, his case has been forwarded to the District Attorney's Office.

# WILSONVILLE MONTHLY ACTIVITY REPORT August 2021

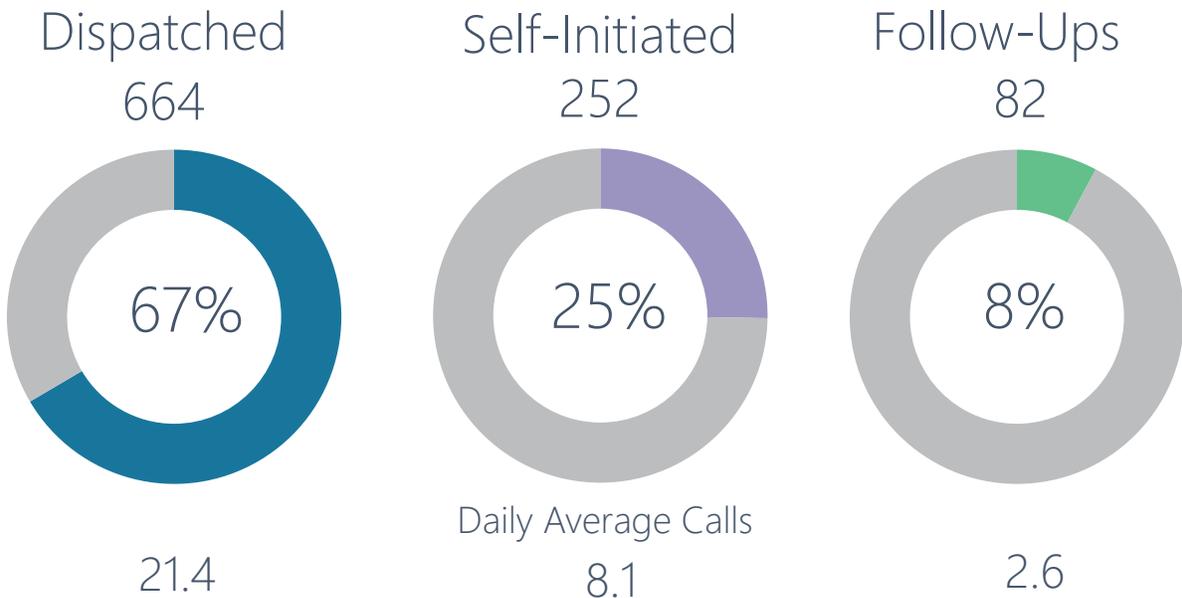


CITY OF WILSONVILLE POLICE DEPARTMENT  
30000 SW Town Center Loop  
Wilsonville, OR 97070

In Partnership with



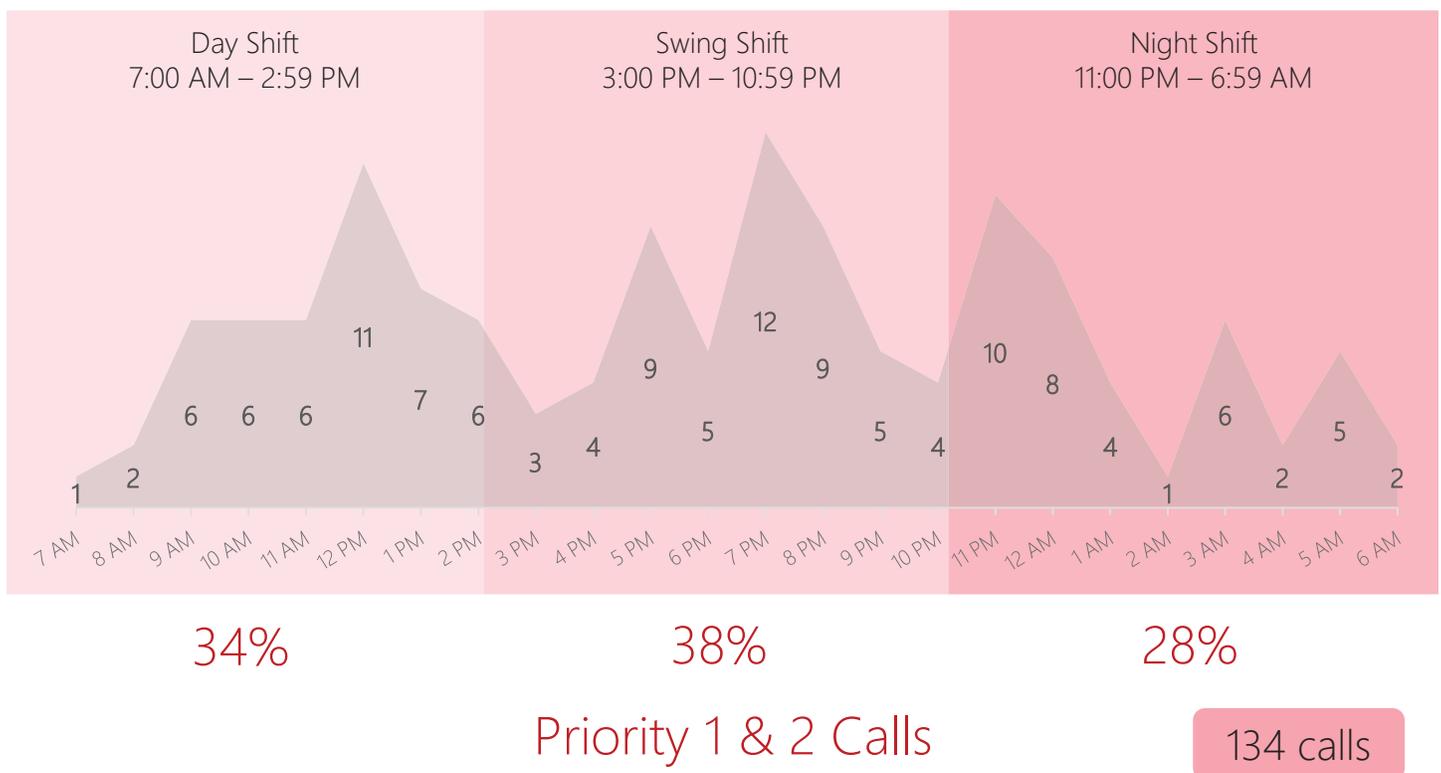
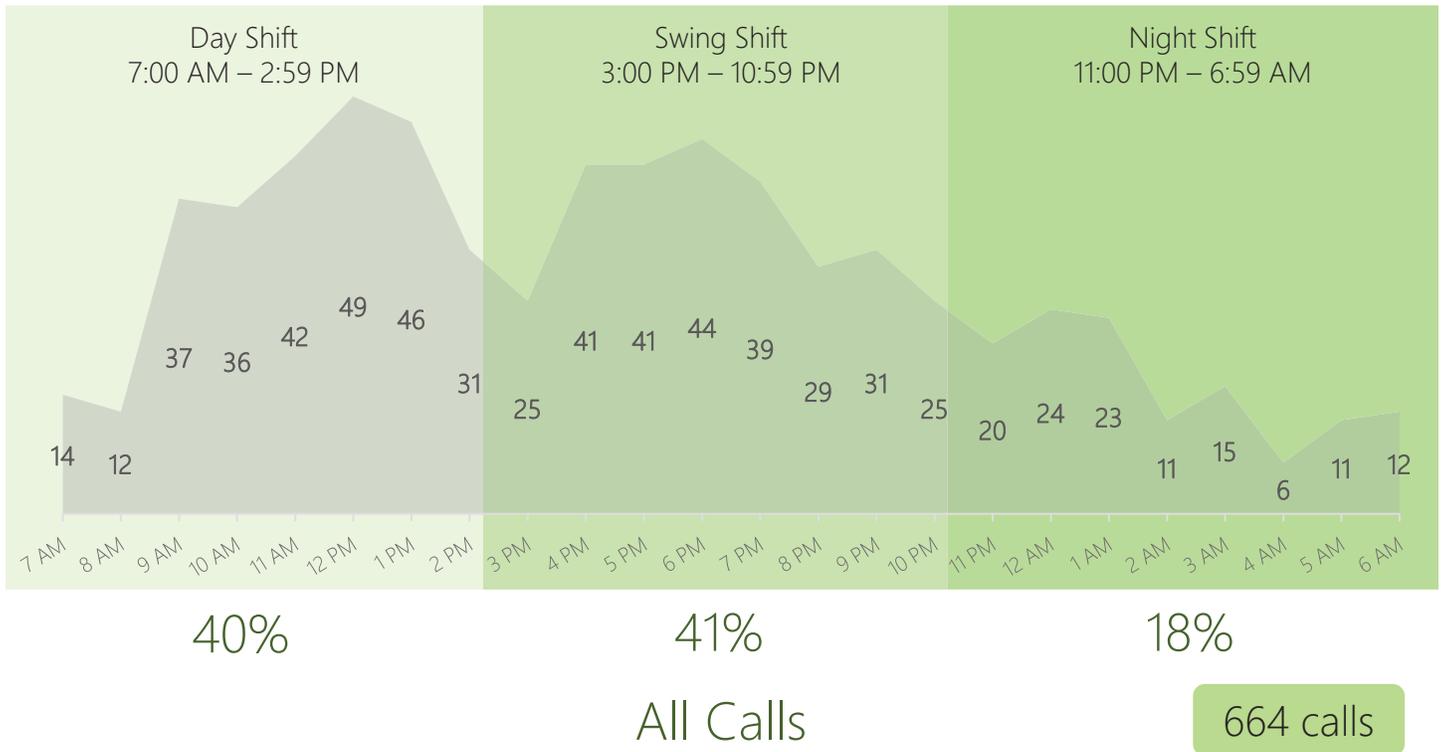
**Clackamas County  
Sheriff's Office**



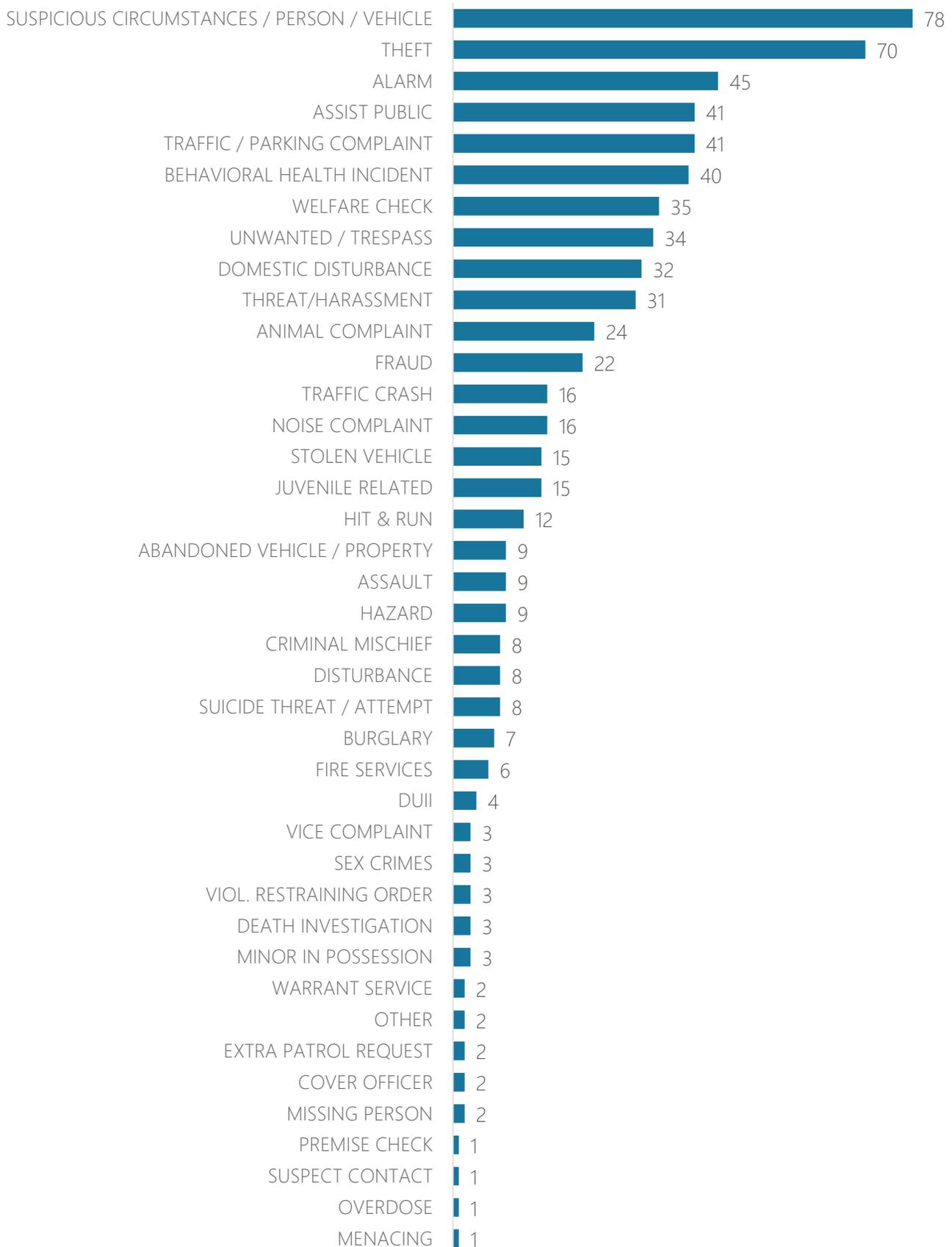
Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	4:20	2:37
Response Duration (Dispatch to Arrival)	5:49	5:30

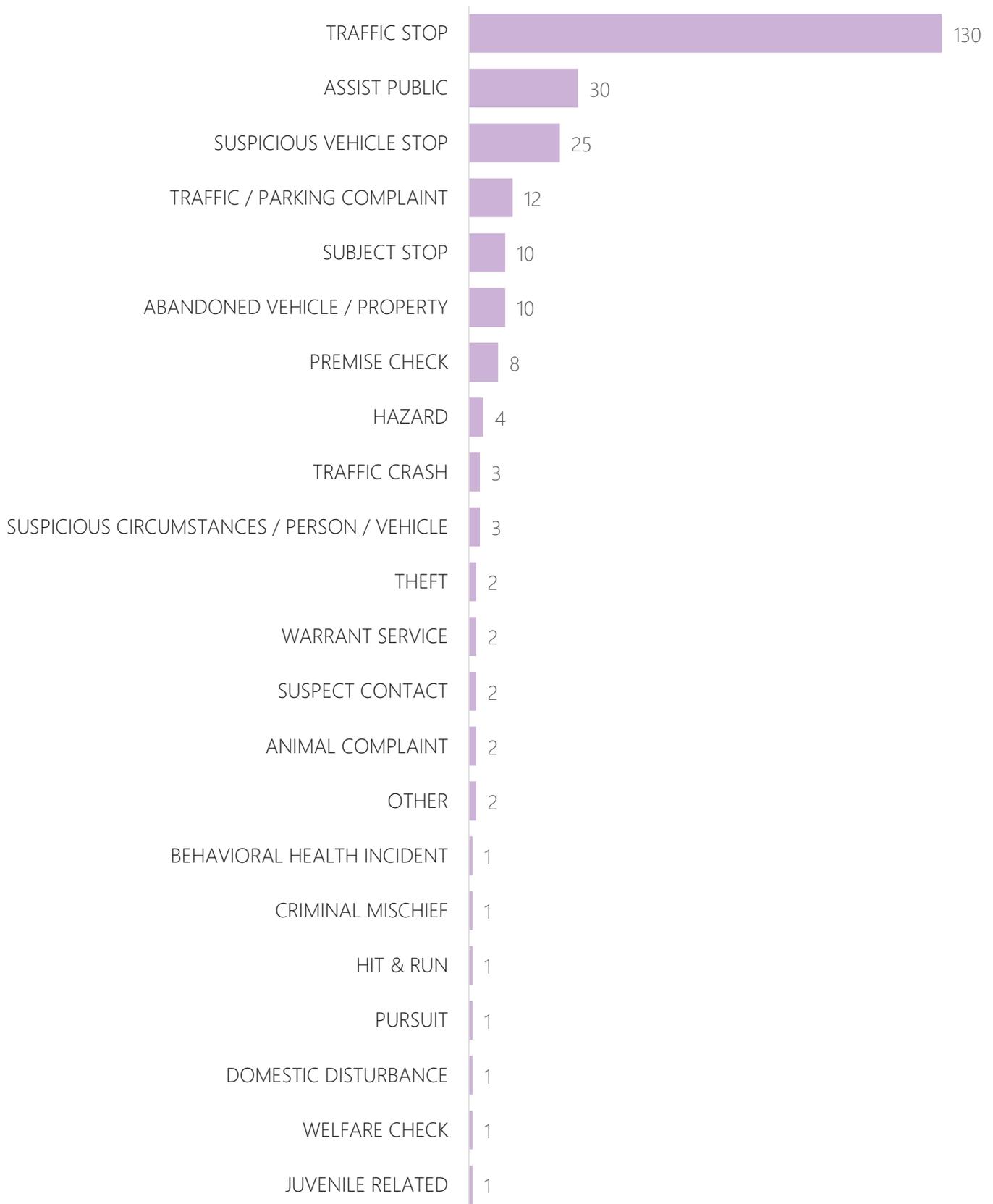
**Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings**  
(not actual breakdown of Wilsonville PD shift schedules)



## Dispatched Call Types



## Self-Initiated Call Types



Dispatched Call Types	2020				2021								Rolling Monthly Average
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
ABANDONED VEHICLE / PROPERTY	16	10	10	6	7	7	10	18	16	12	8	9	10.8
ALARM (2nd)	48	55	60	38	48	69	49	49	63	83	54	45	55.1
ANIMAL COMPLAINT	11	18	10	18	13	17	21	17	9	35	24	24	18.1
ARSON	1	0	0	0	0	0	0	0	0	0	0	0	0.1
ASSAULT	1	4	2	2	4	7	3	2	3	13	0	9	4.2
ASSIST PUBLIC (4th)	39	44	30	28	31	34	24	31	41	44	38	41	35.4
BEHAVIORAL HEALTH INCIDENT	24	20	27	26	16	35	37	12	16	23	26	40	25.2
BURGLARY	3	10	3	8	3	1	3	0	7	6	10	7	5.1
COVER OFFICER	0	0	1	1	0	1	2	1	1	1	2	2	1.0
CRIMINAL MISCHIEF	18	12	14	16	7	7	6	12	8	19	13	8	11.7
DEATH INVESTIGATION	1	1	4	3	3	2	3	4	2	6	3	3	2.9
DISTURBANCE	8	8	6	7	7	7	4	10	4	9	4	8	6.8
DOMESTIC DISTURBANCE	17	32	22	25	35	32	33	32	39	29	23	32	29.3
DUII	2	5	12	6	4	6	3	6	7	5	7	4	5.6
EXTRA PATROL REQUEST	3	1	3	0	1	0	1	2	3	2	0	2	1.5
FIRE SERVICES	2	10	9	7	3	10	7	5	4	11	10	6	7.0
FRAUD	18	10	18	25	16	22	23	14	19	18	10	22	17.9
HAZARD	5	10	7	9	4	14	5	8	8	8	5	9	7.7
HIT & RUN	9	11	3	12	19	11	9	10	15	14	15	12	11.7
JUVENILE RELATED	12	16	13	18	10	10	10	14	25	21	12	15	14.7
LITTERING	2	0	0	0	1	0	0	0	1	1	1	0	0.5
MARINE PATROL	0	0	0	0	0	0	0	0	1	2	1	0	0.3
MARINE RESCUE	0	0	0	0	0	0	0	0	0	0	1	0	0.1
MENACING	2	3	0	0	0	1	3	1	2	1	1	1	1.3
MINOR IN POSSESSION	0	1	2	0	0	0	0	1	1	3	1	3	1.0
MISSING PERSON	3	2	3	6	7	1	5	4	4	1	3	2	3.4
NOISE COMPLAINT	13	12	7	3	15	9	6	13	12	10	15	16	10.9
OTHER	0	0	0	2	0	0	1	2	0	1	0	2	0.7
OVERDOSE	1	0	0	1	2	1	4	1	0	1	0	1	1.0
PREMISE CHECK	0	0	0	0	0	1	0	1	0	3	0	1	0.5
PROMISCUOUS SHOOTING	0	1	1	0	1	4	0	0	0	3	0	0	0.8
PROWLER	0	2	0	0	0	0	0	0	1	1	2	0	0.5
RECOVERED STOLEN VEHICLE	1	1	2	1	3	1	0	0	0	3	2	0	1.2
ROBBERY	1	2	0	0	1	0	0	0	0	1	0	0	0.4
SEX CRIMES	1	4	2	4	0	1	1	2	1	2	3	3	2.0
SHOOTING	0	0	0	1	0	0	0	1	0	0	0	0	0.2
STOLEN VEHICLE	11	6	7	7	8	7	7	1	6	11	2	15	7.3
SUICIDE THREAT / ATTEMPT	13	9	13	9	13	6	8	13	18	12	17	8	11.6
SUSPECT CONTACT	1	1	2	0	0	0	0	0	0	1	1	1	0.6
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	106	85	70	77	68	74	78	88	91	89	78	78	81.8
THEFT (3rd)	57	49	39	47	46	46	37	46	23	39	38	70	44.8
THREAT/HARASSMENT	20	18	23	20	16	21	20	17	26	18	24	31	21.2
TRAFFIC / PARKING COMPLAINT	15	21	27	18	19	16	30	35	19	31	41	41	26.1
TRAFFIC CRASH	8	12	15	17	9	10	14	15	22	10	14	16	13.5
UNWANTED / TRESPASS	19	13	25	27	23	26	30	17	20	20	22	34	23.0
VICE COMPLAINT	5	5	3	4	0	3	5	7	4	3	3	3	3.8
VIOL. RESTRAINING ORDER	6	8	4	5	1	0	3	3	1	3	2	3	3.3
WARRANT SERVICE	2	0	1	0	1	0	0	1	1	3	1	2	1.0
WELFARE CHECK (5th)	20	37	27	22	28	42	45	31	28	53	28	35	33.0
<b>Grand Totals</b>	<b>545</b>	<b>569</b>	<b>527</b>	<b>526</b>	<b>493</b>	<b>562</b>	<b>550</b>	<b>547</b>	<b>572</b>	<b>685</b>	<b>565</b>	<b>664</b>	<b>567.1</b>



\*Top 5 dispatched call types in last 12 months in red

LE Calls for Service in the City of Wilsonville – Self-Initiated Call Type Breakdown

August 2021

Self-Initiated Call Types	2020				2021								Rolling Monthly Average
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
ABANDONED VEHICLE / PROPERTY	7	5	9	6	2	5	4	4	5	10	6	10	6.1
ALARM	0	1	0	0	2	0	1	1	1	1	2	0	0.8
ANIMAL COMPLAINT	4	2	2	2	1	3	1	0	1	1	0	2	1.6
ASSAULT	0	0	0	0	1	0	0	0	0	0	0	0	0.1
ASSIST PUBLIC (3rd)	28	21	24	22	21	16	20	27	26	28	26	30	24.1
BEHAVIORAL HEALTH INCIDENT	0	1	1	0	0	2	0	1	0	0	0	1	0.5
BURGLARY	0	0	0	0	1	0	0	0	0	0	0	0	0.1
CRIMINAL MISCHIEF	4	0	1	0	0	0	0	1	1	0	0	1	0.7
DEATH INVESTIGATION	0	1	0	0	0	0	0	0	0	0	0	0	0.1
DISTURBANCE	0	1	0	1	0	0	0	0	0	0	0	0	0.2
DOMESTIC DISTURBANCE	0	0	0	1	1	1	0	0	0	1	1	1	0.5
DUII	0	0	0	0	0	0	0	0	0	1	0	0	0.1
EXTRA PATROL REQUEST	0	0	7	0	1	1	1	0	3	2	0	0	1.3
FIRE SERVICES	0	0	1	0	1	0	0	0	0	0	0	0	0.2
FRAUD	3	1	0	0	2	2	2	0	3	0	3	0	1.3
HAZARD	4	1	5	2	4	19	4	2	1	1	1	4	4.0
HIT & RUN	1	0	0	0	0	0	0	0	2	0	1	1	0.4
JUVENILE RELATED	4	0	0	0	1	0	1	0	0	0	0	1	0.6
K9 REQUEST	0	0	0	0	2	1	0	0	0	0	0	0	0.3
MISSING PERSON	1	1	0	0	0	0	0	0	0	0	0	0	0.2
NOISE COMPLAINT	0	0	0	0	0	1	0	0	0	0	1	0	0.2
OTHER	8	2	6	2	4	2	12	13	7	2	5	2	5.4
PREMISE CHECK (4th)	34	26	33	51	47	12	13	13	12	8	8	8	22.1
PURSUIT	0	0	0	0	1	0	1	2	2	2	2	1	0.9
RECOVERED STOLEN VEHICLE	1	0	1	3	1	0	1	3	1	0	0	0	0.9
SEX CRIMES	0	0	0	1	0	0	0	0	0	0	0	0	0.1
STOLEN VEHICLE	1	0	0	1	0	0	0	0	1	0	0	0	0.3
SUBJECT STOP (5th)	22	22	7	14	20	12	13	10	13	15	13	10	14.3
SUICIDE THREAT / ATTEMPT	0	0	1	0	0	0	0	0	0	0	0	0	0.1
SUSPECT CONTACT	1	0	3	0	3	1	1	2	3	2	1	2	1.6
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	6	6	4	7	5	1	4	4	7	3	3	4.8
SUSPICIOUS VEHICLE STOP (2nd)	75	94	96	83	84	51	75	39	41	48	39	25	62.5
THEFT	2	1	0	1	1	1	0	0	1	1	0	2	0.8
THREAT/HARASSMENT	0	1	0	1	0	0	0	0	0	0	2	0	0.3
TRAFFIC / PARKING COMPLAINT	16	10	11	6	10	7	18	16	15	8	5	12	11.2
TRAFFIC CRASH	1	1	2	2	0	0	2	1	1	1	2	3	1.3
TRAFFIC STOP (1st)	146	154	155	152	184	143	191	244	120	84	115	130	151.5
UNWANTED / TRESPASS	0	0	1	0	0	0	1	0	1	0	0	0	0.3
VICE COMPLAINT	0	0	0	0	0	0	0	0	0	0	1	0	0.1
VIOL. RESTRAINING ORDER	0	1	0	0	0	0	0	0	0	0	0	0	0.1
WARRANT SERVICE	0	1	1	0	0	0	2	1	0	1	1	2	0.8
WELFARE CHECK	0	1	3	0	1	2	0	2	1	0	0	1	0.9
<b>Grand Totals</b>	<b>371</b>	<b>355</b>	<b>376</b>	<b>355</b>	<b>403</b>	<b>287</b>	<b>365</b>	<b>386</b>	<b>266</b>	<b>224</b>	<b>238</b>	<b>252</b>	<b>323.2</b>
	<b>3,878</b>												



\*Top 5 dispatched call types in last 12 months in red

## Dispatched Call Types

Dispatched Call Type	August		% Difference
	2020	2021	
BEHAVIORAL HEALTH INCIDENT	11	40	264%
MINOR IN POSSESSION	1	3	200%
TRAFFIC / PARKING COMPLAINT	22	41	86%
HAZARD	6	9	50%
STOLEN VEHICLE	10	15	50%
THREAT/HARASSMENT	21	31	48%
THEFT	48	70	46%
UNWANTED / TRESPASS	24	34	42%
ASSAULT	7	9	29%
DOMESTIC DISTURBANCE	27	32	19%
ASSIST PUBLIC	35	41	17%
TRAFFIC CRASH	14	16	14%
JUVENILE RELATED	14	15	7%
NOISE COMPLAINT	15	16	7%
MENACING	1	1	0%
SEX CRIMES	3	3	0%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	82	78	-5%
ANIMAL COMPLAINT	26	24	-8%
ALARM	49	45	-8%
FIRE SERVICES	7	6	-14%
FRAUD	29	22	-24%
DEATH INVESTIGATION	4	3	-25%
DISTURBANCE	11	8	-27%
HIT & RUN	17	12	-29%
BURGLARY	10	7	-30%
WELFARE CHECK	50	35	-30%
DUII	7	4	-43%
SUICIDE THREAT / ATTEMPT	14	8	-43%
COVER OFFICER	4	2	-50%
MISSING PERSON	4	2	-50%
ABANDONED VEHICLE / PROPERTY	20	9	-55%
VIOL. RESTRAINING ORDER	7	3	-57%
EXTRA PATROL REQUEST	5	2	-60%
CRIMINAL MISCHIEF	22	8	-64%
MARINE PATROL	1	0	-100%
PROMISCUOUS SHOOTING	3	0	-100%
RECOVERED STOLEN VEHICLE	1	0	-100%
SHOOTING	1	0	-100%
OTHER	0	2	NC
OVERDOSE	0	1	NC
PREMISE CHECK	0	1	NC
SUSPECT CONTACT	0	1	NC
VICE COMPLAINT	0	3	NC
WARRANT SERVICE	0	2	NC
<b>Grand Total</b>	<b>633</b>	<b>664</b>	<b>5%</b>

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

## Self-Initiated Call Types

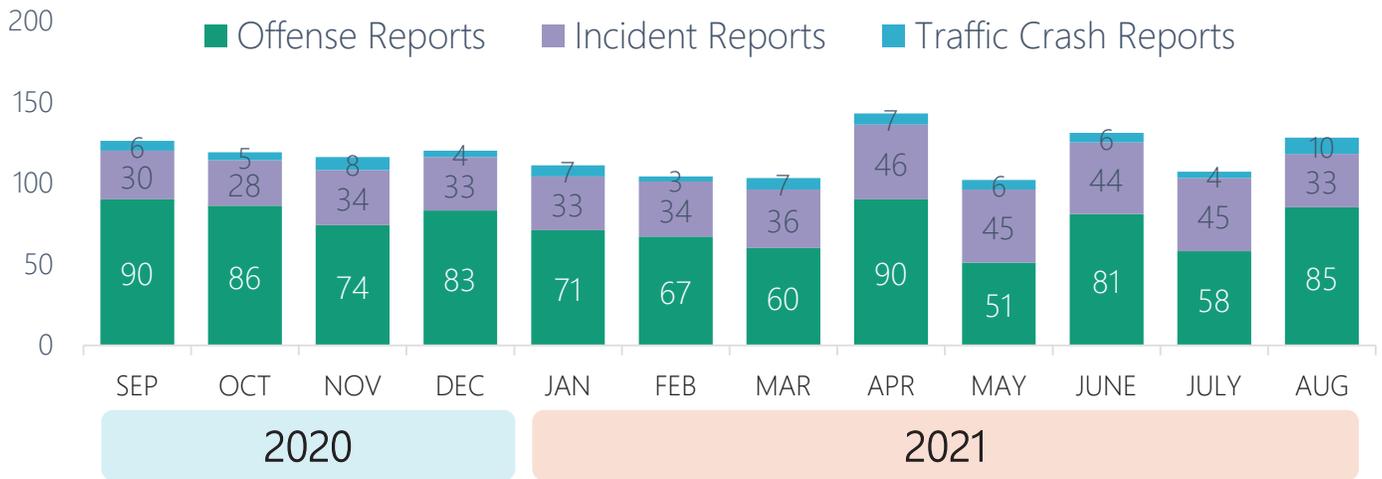
Self-Initiated Call Type	August		% Difference
	2020	2021	
ABANDONED VEHICLE / PROPERTY	5	10	100%
THEFT	1	2	100%
WARRANT SERVICE	1	2	100%
HAZARD	3	4	33%
CRIMINAL MISCHIEF	1	1	0%
JUVENILE RELATED	1	1	0%
OTHER	2	2	0%
PURSUIT	1	1	0%
ASSIST PUBLIC	33	30	-9%
TRAFFIC / PARKING COMPLAINT	15	12	-20%
ANIMAL COMPLAINT	3	2	-33%
TRAFFIC STOP	199	130	-35%
SUSPECT CONTACT	4	2	-50%
SUBJECT STOP	29	10	-66%
SUSPICIOUS VEHICLE STOP	78	25	-68%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	13	3	-77%
PREMISE CHECK	38	8	-79%
DUII	1	0	-100%
EXTRA PATROL REQUEST	3	0	-100%
FRAUD	3	0	-100%
K9 REQUEST	1	0	-100%
SEX CRIMES	1	0	-100%
VICE COMPLAINT	1	0	-100%
BEHAVIORAL HEALTH INCIDENT	0	1	NC
DOMESTIC DISTURBANCE	0	1	NC
HIT & RUN	0	1	NC
TRAFFIC CRASH	0	3	NC
WELFARE CHECK	0	1	NC
<b>Grand Total</b>	<b>437</b>	<b>252</b>	<b>-42%</b>

Increase

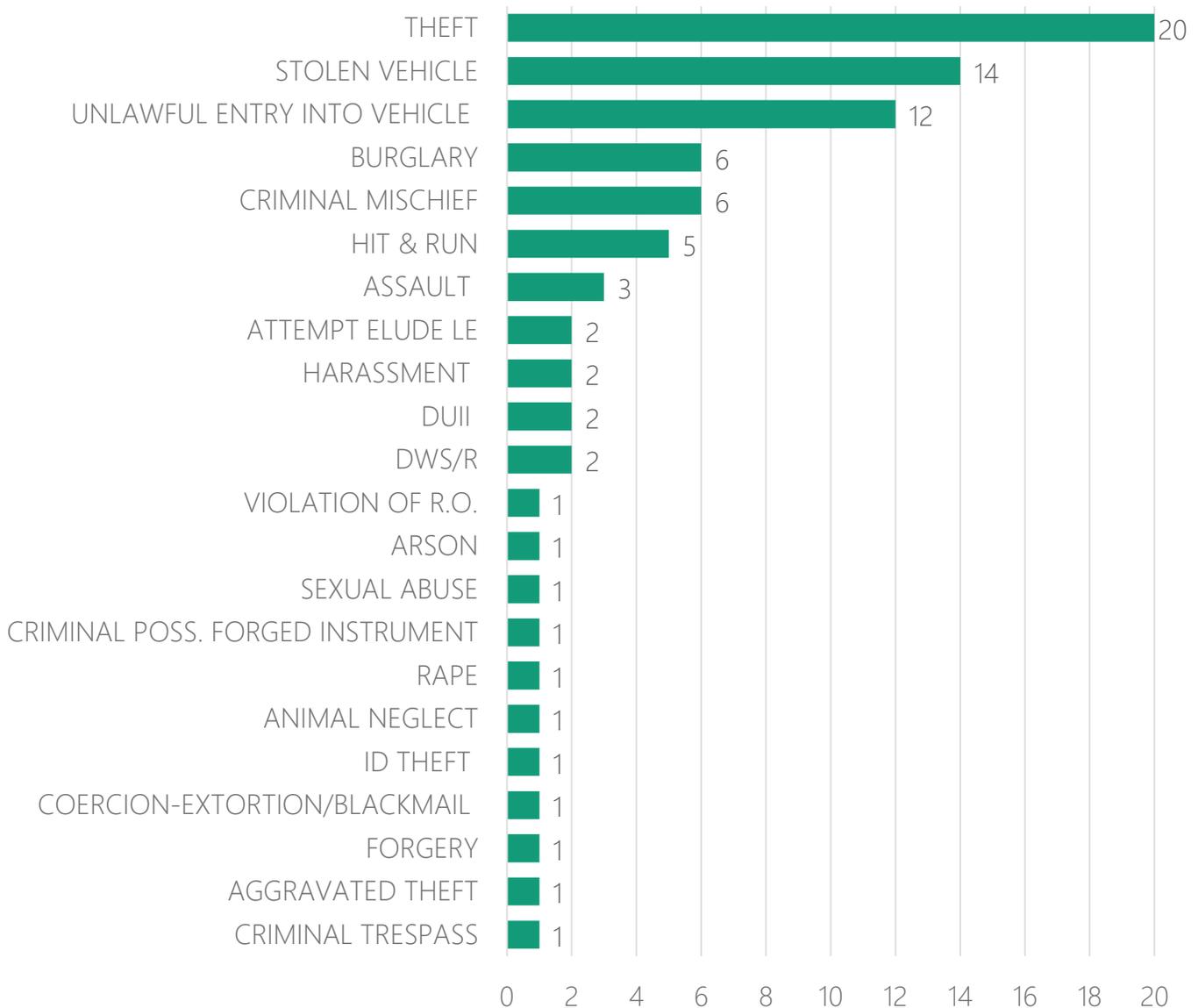
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

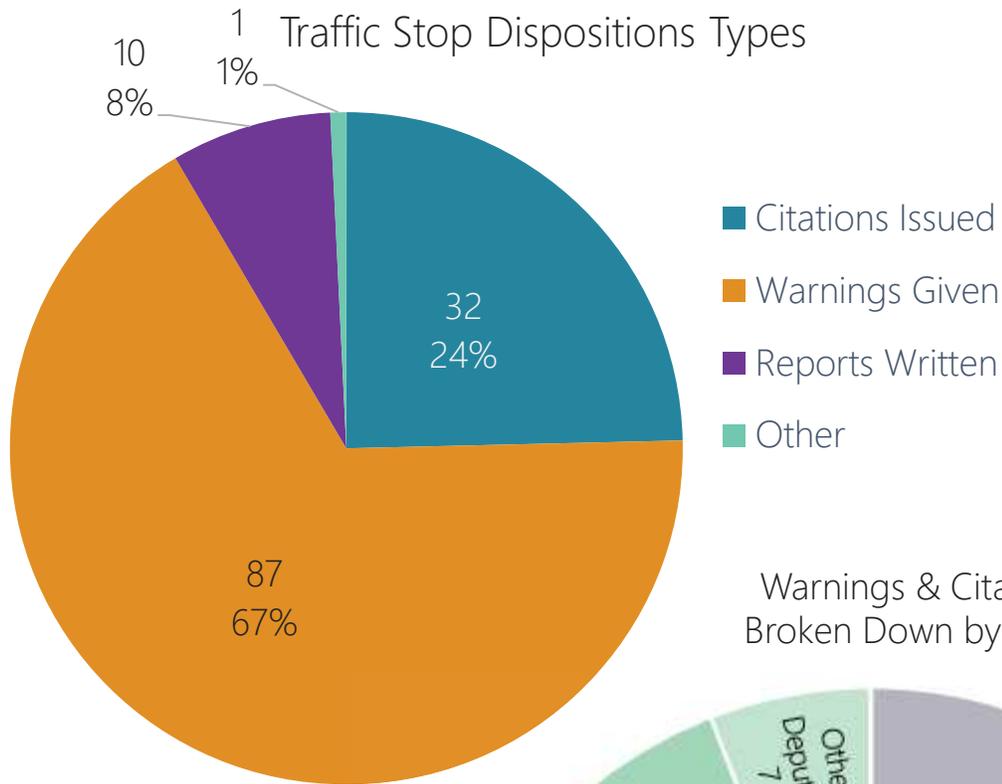
### Monthly Reports Written



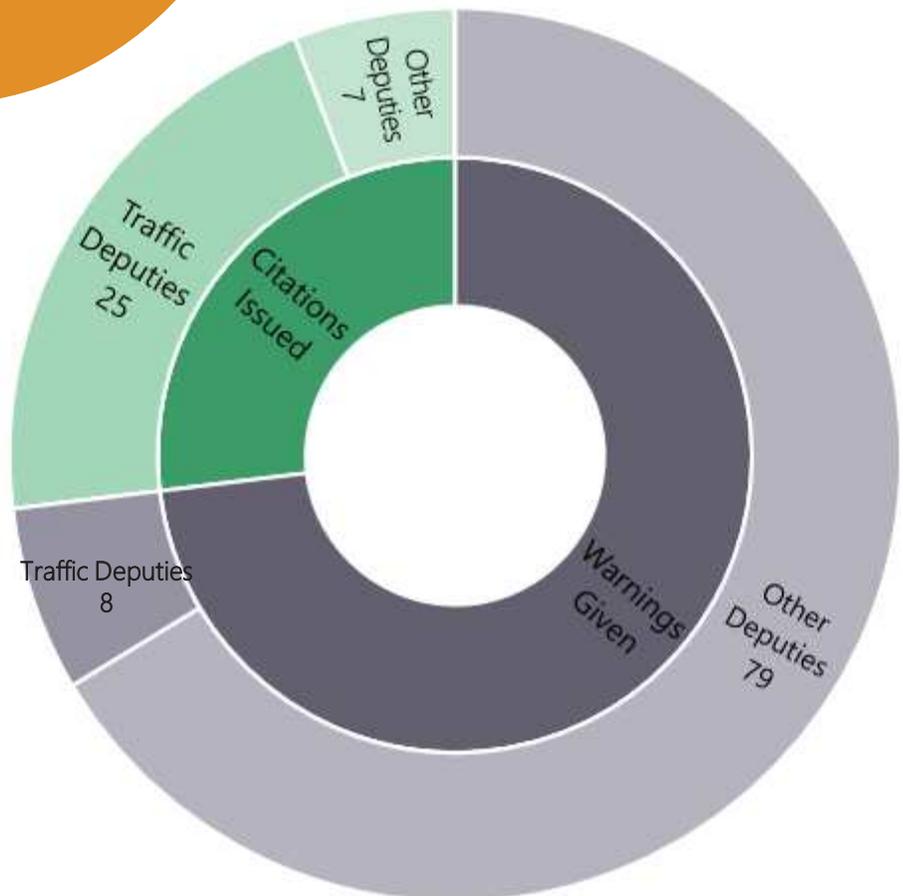
### Offense Reports Written Breakdown by Top Charge



In August 2021, 130 traffic stops were made within the city limits, resulting in 32 citations issued, 87 warnings given, and 10 offense/incident reports created. Of the 32 citations issued, 44 violations were included (see next slide).

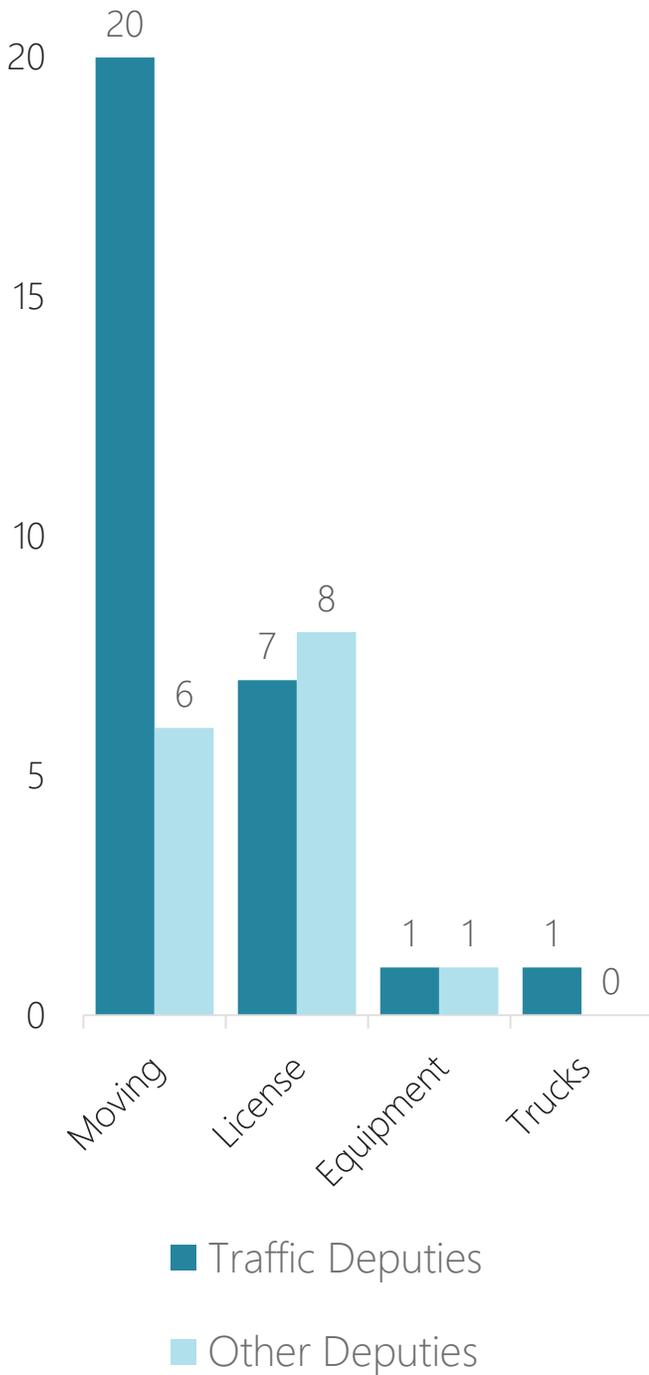


Warnings & Citations Issued Broken Down by Deputy Type

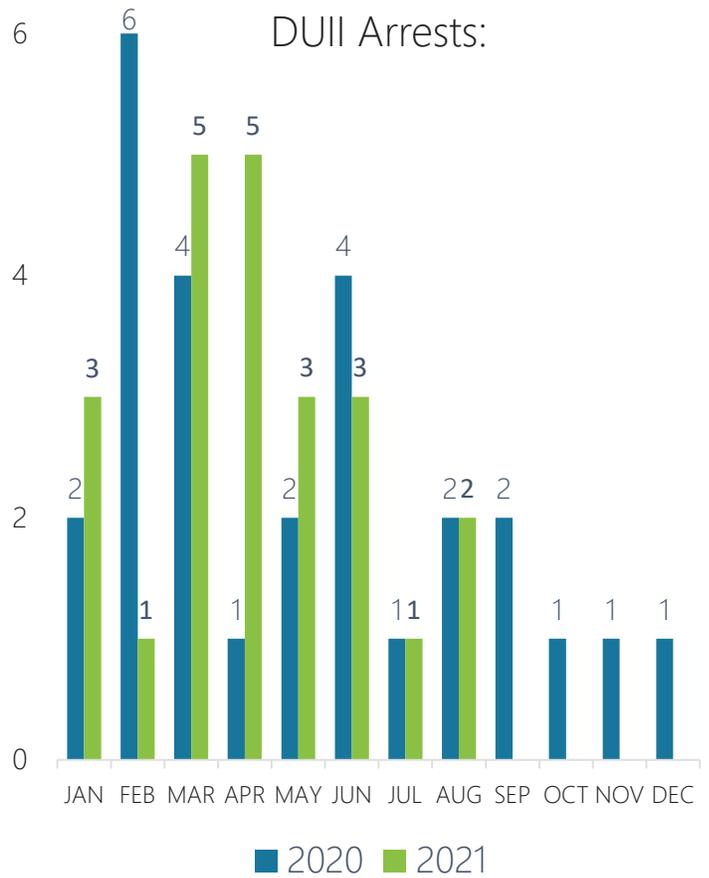


Citation Types Issued:

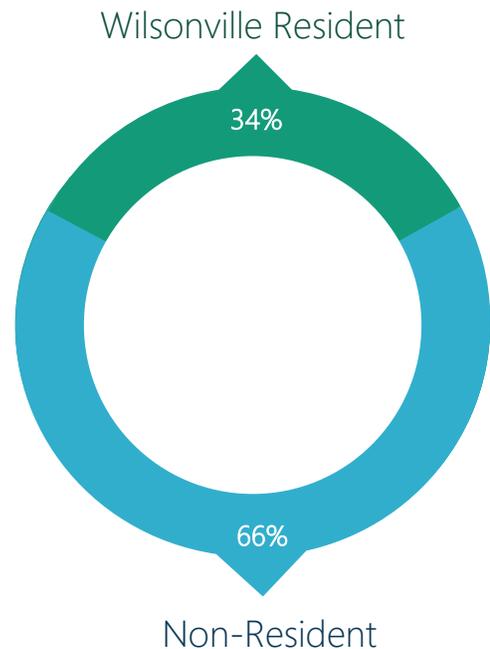
Of the 32 citations issued, 44 violations were included in the following types:



DUII Arrests:

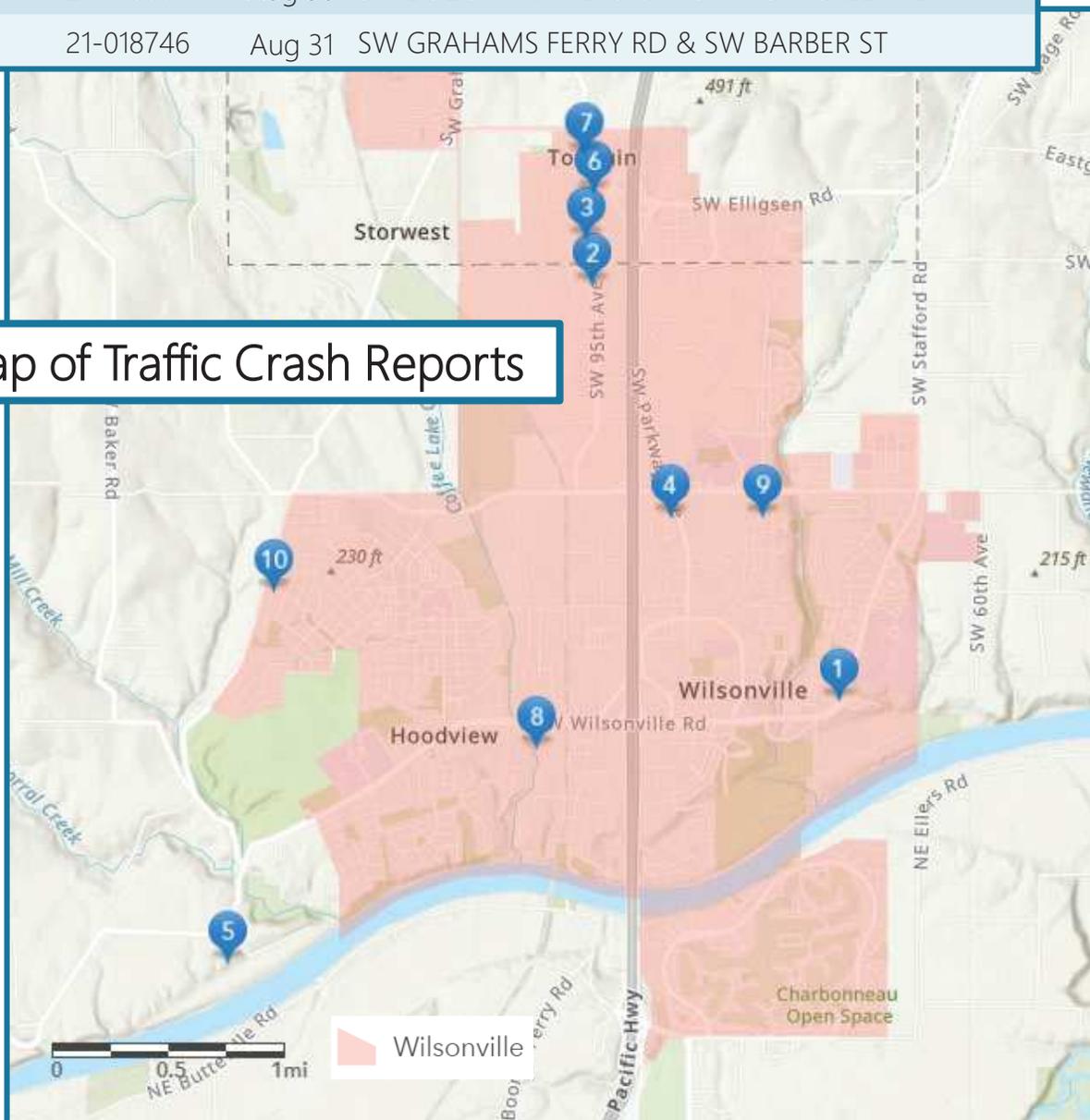


Driver's Residency of Traffic Stop Subject (according to DL):



Map #	Case	Date	Address
1	21-016301	Aug 01	29517 SW MEADOWS LOOP
2	21-016626	Aug 05	SW 95TH AVE & SW RIDDER RD
3	21-016799	Aug 07	SW 95TH AVE & SW COMMERCE CIR
4	21-017065	Aug 10	SW BOECKMAN RD & SW PARKWAY AVE
5	21-017176	Aug 12	12500 SW RIVERVIEW LN
6	21-017514	Aug 16	95TH AVENUE & SW BOONES FERRY RD
7	21-017786	Aug 19	SW BOONES FERRY RD & SW DAY RD
8	21-018253	Aug 25	SW WILSONVILLE RD & SW KINSMAN RD
9	21-018667	Aug 30	SW BOECKMAN RD & SW CANYON CREEK RD
10	21-018746	Aug 31	SW GRAHAMS FERRY RD & SW BARBER ST

Map of Traffic Crash Reports





# AUGUST 2021 MONTHLY REPORT

## From The Director's Office:

### 2021 Street Tree Inventory

To provide insights into better tree planning and management practices following this year's Ice Storm, Public Works hired GIS Interns, Carl Nodzinski and Ricardo Huerta, to update the 2018 Street Tree Inventory.

The 2021 inventory mapped and assessed street trees on several attributes including tree condition, diameter at breast height (DBH), tree health, distance to curb, species, and estimated height. To collect the data, the City used its asset management software "Cartegraph" to locate and add or modify characteristics for each tree.

After updating and inventorying every street tree in Wilsonville, there were 25,998 data points. Of the total, 23,398 of those points represented trees that were in place while 2,531 represented trees that were removed. *See tree status chart on next page.*

For this analysis, the trees marked with the condition as "Damaged, May Need Removal", "Damaged, Needs Removal" and "Removed, Stump Present" were associated with ice storm damage. While it was assumed trees marked as "Removed, No Stump" were removed prior to the storm due to the time and effort of removing a tree stump. Those identified as "No damage" were found to be in the same condition as the previous survey.

Citywide, the five species with the most trees removed were red maple, Callery pear, Norway maple, Japanese maple and paper birch.

Using the data from the 2021 survey, the interns were able to identify several trends in the Wilsonville street tree population. Specifically, an unexpectedly high number of trees were found to have a "Removed, No Stump" status.

***Continued on next page***



**Best Regards,**

**Delora Kerber, Public Works Director**

**From The Director’s Office:**

**2021 Street Tree Inventory, continued**

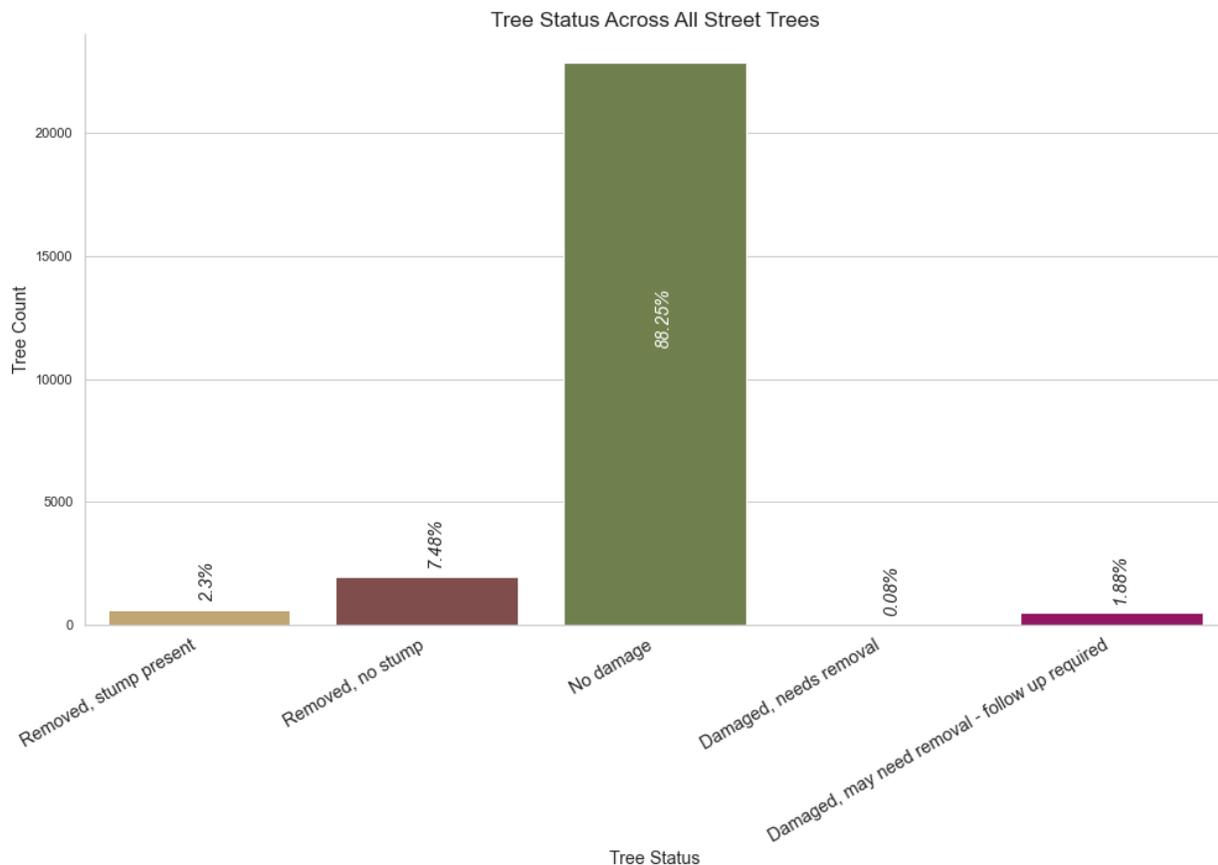
While the inventory found trees with the “Removed, No stump” status category throughout Wilsonville, particularly high densities of trees in this category were in the Charbonneau and Meadows neighborhood zones. Further investigation is required to determine the circumstance for these tree removals.

Looking at the “Damaged, May Need Removal”, “Damaged, Needs Removal”, and “Removed, Stump Present” tree status categories, potential correlations were found between specific attributes and susceptibility to ice storm damage. Zones with the highest numbers of trees affected by ice damage include Morey’s Landing/Rivergreen (249 trees), Villebois (183 trees), and Village at Main Street/Daydream (161 trees).

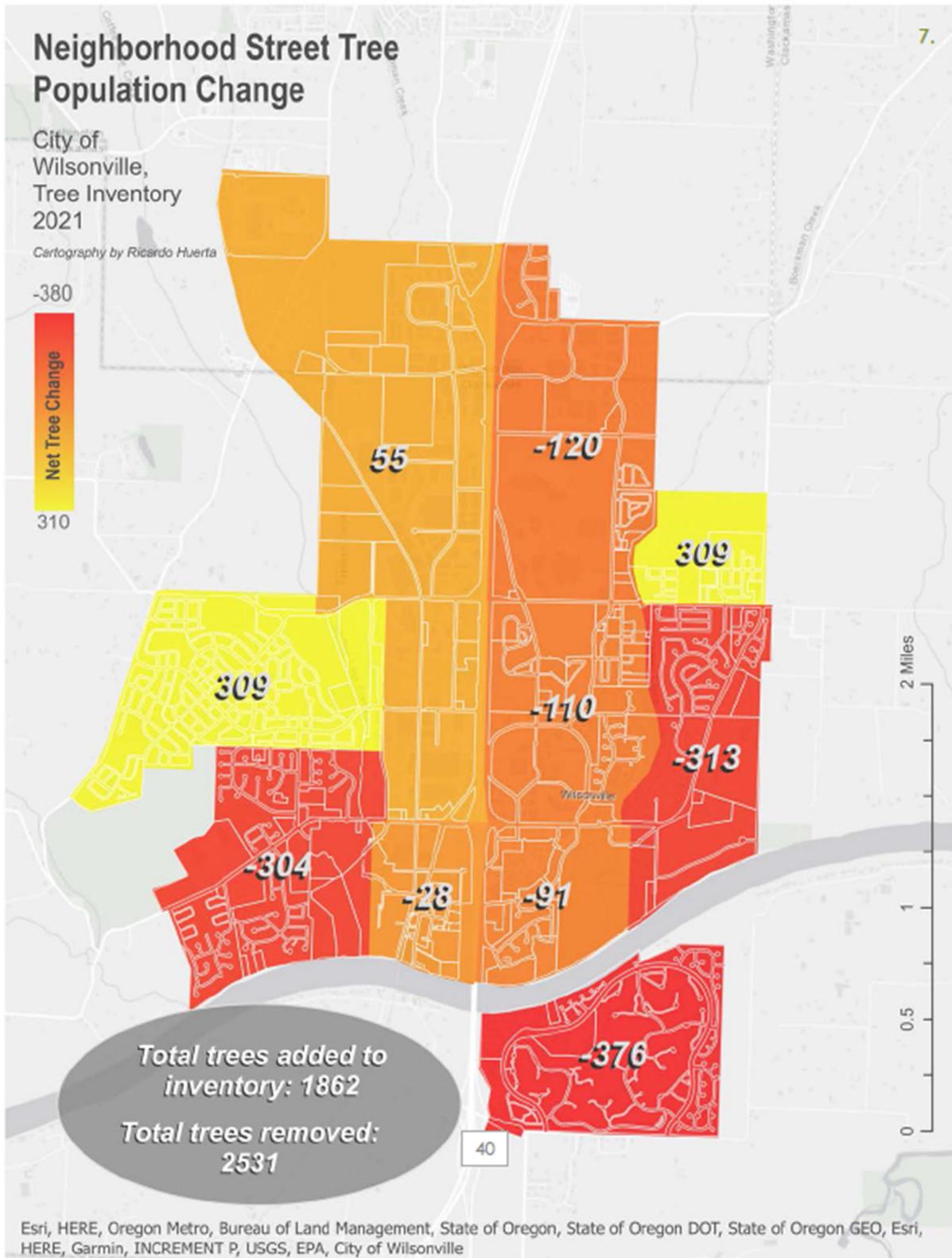
Additionally, the data revealed a high number of removed trees with a small DBH; 22.4% of removed trees were smaller than 1.5” and 51.66% smaller than 6”. However, 18.89% of removed trees were in the 9” to 14” DBH range.

Since the previous survey in 2018, 1,862 street trees were added and 2,531 street trees were removed. Focusing on neighborhood zones, trends were observed among net gains and losses of street trees. See *the neighborhood tree population change map on the next page*.

With the survey complete, staff will be able to use this information to select an appropriate street tree species for installation or replacement that will provide a healthy, diversified and resilient urban forestry.



**From The Director's Office:**  
**2021 Street Tree Inventory, continued**



## Utilities

### Community Block Party

Randy Burnham, Utilities Maintenance Specialist, Ian Eglitis, Utilities Supervisor and Martin Montalvo, Operations Manager demonstrated the use and functionality of new CCTV van to residents attending this year's Community Block Party. The City purchased the CCTV van with remote cameras for inspecting sewer and storm lines. The cameras which travel down the pipelines have been affectionately named Stormy and Stinky.

Additionally, staff provided Public Works themed comics, activity books, crayons and water conservation tools for the participants to take and learn more about Public Works responsibilities.



*Block Party Team—Randy, Martin and Ian*



*A Public Works employee in the making!*



*Mayor Fitzgerald dropped by for a demo*



*IT checks out the new tech*

## Utilities—Wastewater

### Portable Cleaning Equipment

The Wastewater crew performed routine cleaning in the sewer mains located at the Charbonneau golf course to keep the wastewater flowing efficiently. Staff accessed manholes at the course using an easement machine, a maneuverable unit with a sewer cleaning hose reel. It attaches to the combination cleaning truck that provides the water pressure for the cleaning hose. The truck is parked on an adjacent street and the small walk-behind machine is driven to the manhole that needs to be accessed.



*Cleaning sewer mains at the Charbonneau Golf course*



*Positioning the easement machine*

## Wastewater & Stormwater

### Close Circuit Television (CCTV)

The Wastewater and Stormwater divisions are excited about our new CCTV inspection van. The equipment will be used to inspect sewer and storm pipes for structural or functional issues. It will also allow the crews to assess the effectiveness of the pipeline cleaning efforts and provide valuable information to the Engineering department in order to plan capital improvement projects.



*Randy assembling the remote camera*



*Finished remote camera*

The crew received a two day training from the vendor the truck was purchased from. The crew learned about how to set up the camera, make adjustments to the transporters, and how to operate the inspection software. The training was conducted in the field to give the operators hands on experience using the new equipment.



*The new CCTV van*



*Jay in training*

## Utilities—Water

### Large Meter Calibration

The crew worked with Oregon Meter Repair to test and calibrate the large meters in the City. Large meters are three inches and larger and need to be tested to verify accuracy. These meters are found at large commercial sites, industrial facilities and schools. Ensuring that meters are accurate is a critical aspect for the sound management of a water system.

When testing a large meter, the contract provides a calibrated, bench-tested meter, which is connected to the meter being tested. Water is run through both meters and compared for accuracy. The contractor performs any necessary repairs or adjustments on site. If the meter is beyond repair, it is scheduled to be replaced.



*Testing a large meter on commercial property*

# SMART

SOUTH METRO AREA  REGIONAL TRANSIT

August 2021 Report

Since my Council Report ultimo, I have come to the conclusion that 36 years of a career does not an expert make. What it has produced, however, is a kaleidoscope of experiences that have made me, I hope, a better transit director, and more importantly, a better person. It has been a long and sometimes meandering road from day one to today; nearly day 13,140. A challenging road trip for sure, replete with hairpin turns and many a pothole. However, as I continue to parse through life's headwinds, I hold resolute to the good friends and professional colleagues I have been fortunate to gain along the way; each like a precious gem I guard in a heart overflowing with love, respect, and admiration for the uniqueness of each stone.

Now as I inch ever closer towards the twilight of my life and career, and as I take stock in my modicum of accomplishments, my only true desire is that I be judged not on the material bounty that I have gathered, but instead on the number of lives I have touched in a meaningful and indelible way.

**Dwight Brashear**  
Transit Director





We are making preparations for SMART's Bus on Shoulder project, including some minor vehicle modifications.

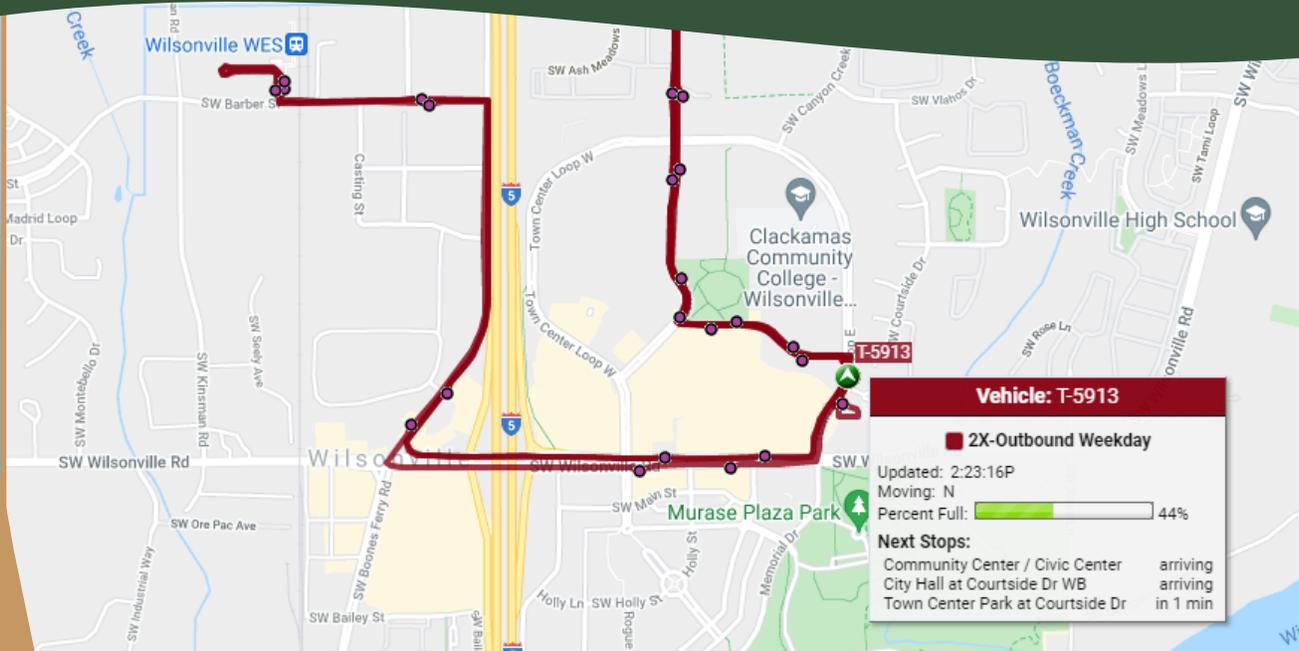
The most visible change will be specialized wraps notifying other motorists that the bus will be operating outside the normal travel lanes. These wraps are being designed and produced by Gillespie Graphics, of Wilsonville. Installation will occur in the days leading up to the launch of the project.

Another modification is being made to the surveillance system on these buses. Additional cameras are being added, to capture exterior footage of the buses while in

operation. This is being done primarily as a safety measure, but could also be used to determine any potential areas in which our drivers could encounter increased likelihood of problems while operating on the shoulder.



### Operations - Eric Loomis Operations Manager

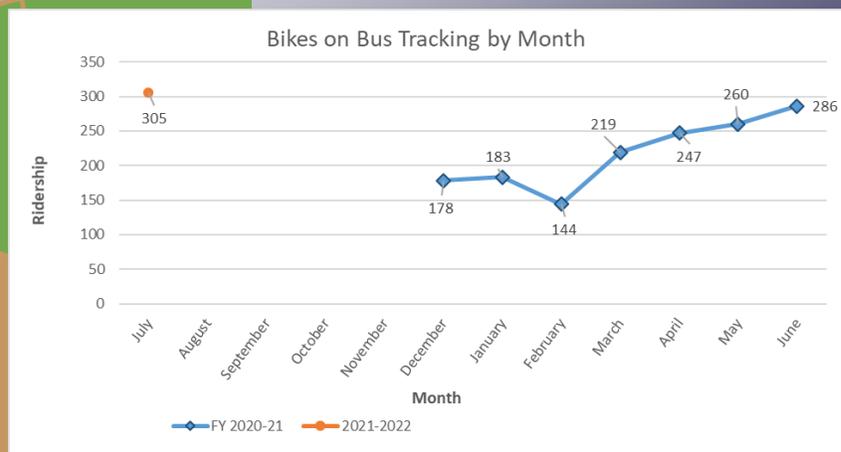


### Intelligent Transportation System Update

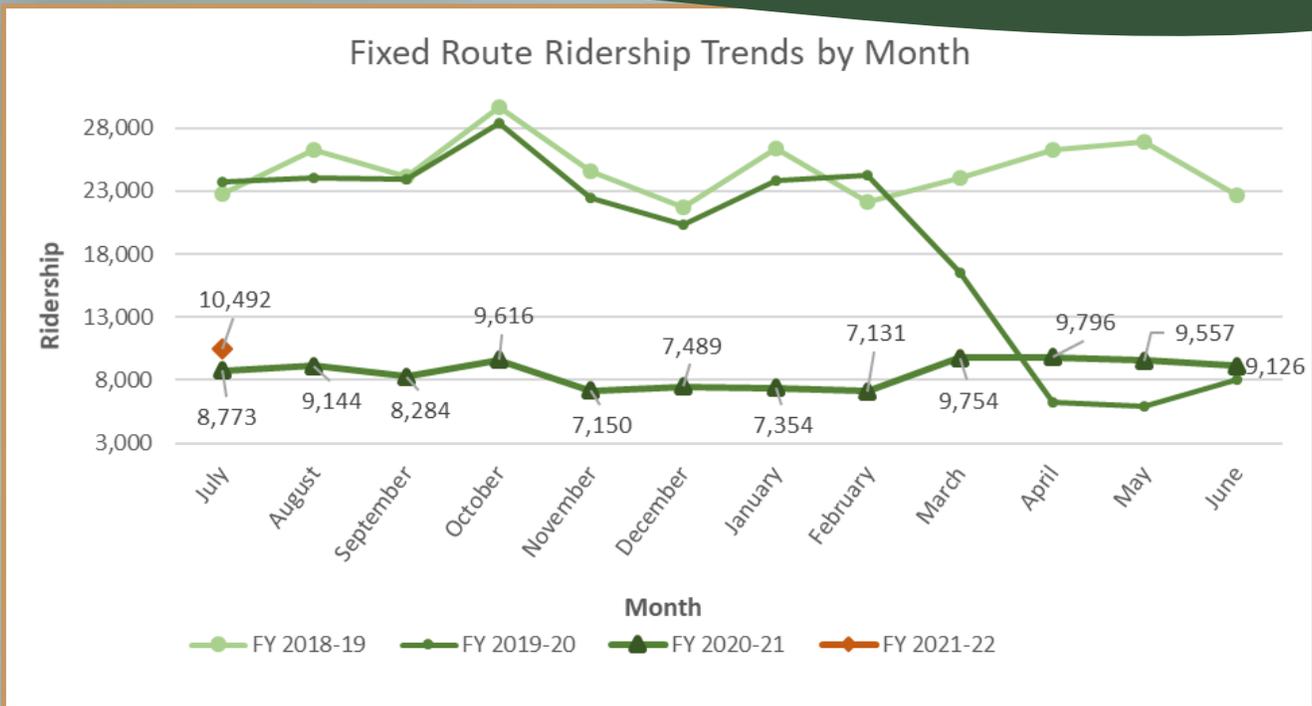
We are now on the cusp of completing the installation phase of the ITS project. Hardware has been installed on all SMART vehicles and we have been going through the testing

phase to ensure all of the equipment is working properly. Our live bus tracking website for the public is in a beta stage and will be formally launched in September. For a sneak peek preview, visit [www.mysmartbus.com](http://www.mysmartbus.com) and check out the Live Map. Customers will be able to see real-time alerts and announcements from traffic delays to detours. Even though the website is mobile friendly on any browser,

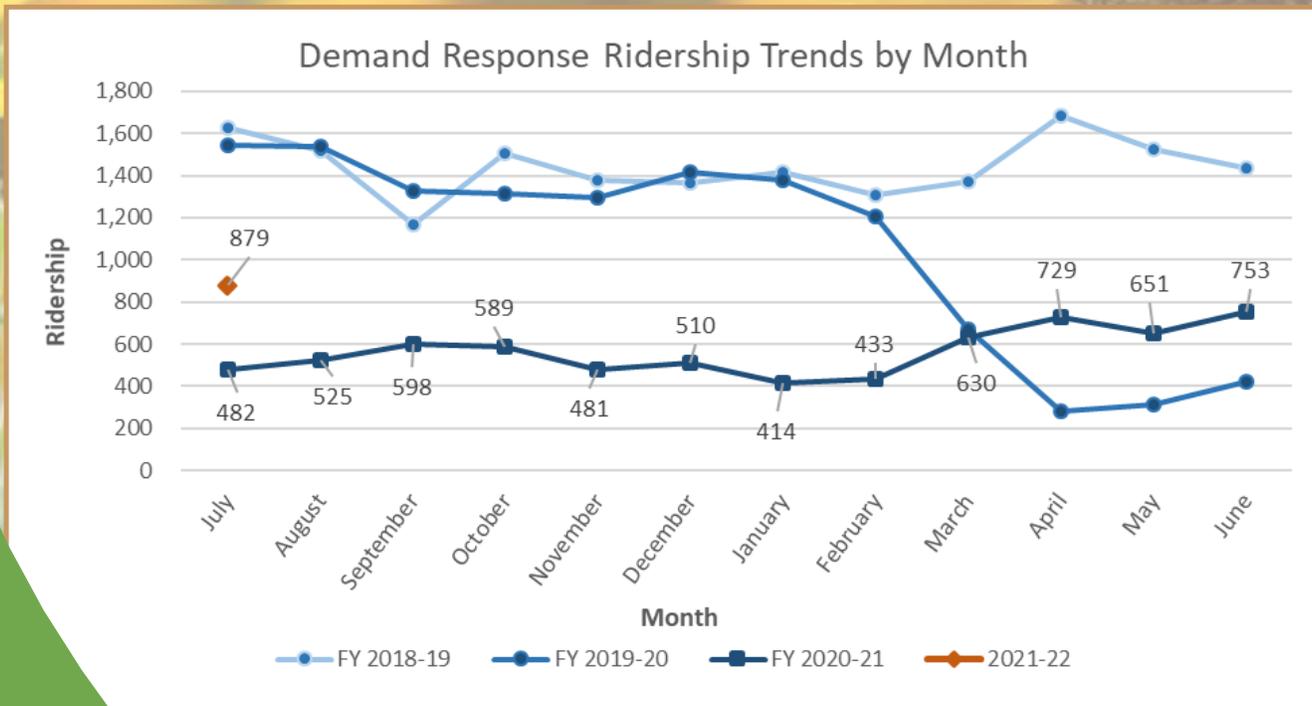
Recently Smart Options began tracking the boarding's of bikes on SMART buses. This information is helpful in learning how folks travel for the first and last mile of



Operations - Eric Loomis Operations Manager



Ridership for July has seen a healthy increase in comparison to the previous month for both fixed route (14.9%) and Dial-a-Ride (16.7%). With many businesses and government entities making the decision to delay employees returning to the office, we anticipate ridership to remain level or have a gradual upward trend through the remaining months of 2021.



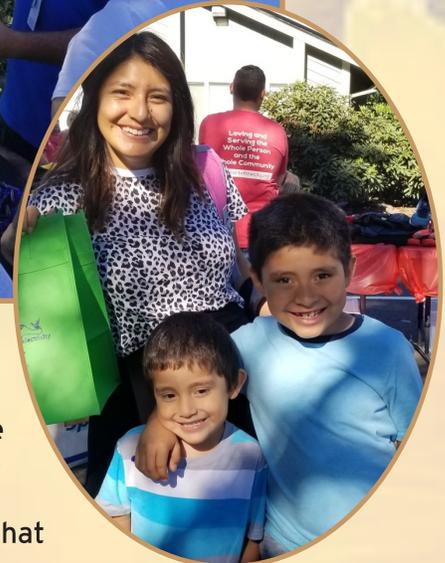
**Transportation Options - Michelle Marston  
Program Coordinator**

**Gear up for School Event-** A primarily Spanish speaking population of Wilsonville residents attended this event hosted by *Heart of the City*. A Spanish speaking SMART representative was on hand Saturday August 7, to help bridge the language barrier for those interested in learning more about utilizing the SMART bus service. SMART served about 65 families with questions and information about



the bus service at this event.

**A Family Empowerment Event** held by WLWV School District was held Tuesday August 24, to reach underserved families in Wilsonville. SMART was on hand to provide trip planning assistance to about 50 students and families



to school via SMART bus. SMART also made available the Safe Routes to School activities sheets that were provided by Multnomah County Transportation.

Many had not heard of the Medical shuttle available, and were really happy to hear about the available option. This outreach was conducted 90% in Spanish.

**Grants & Programs – Kelsey Lewis Grants and Programs Manager**

SMART has an excellent record of securing and administering federal and state grants, in a way that is quite unusual for a small transit team.

Your new Grants and Programs Manager, beginning in mid-August, is getting to know all of our current grants and programs

and learning more about the City. Grants support alternative fuels and technologies, and contribute to the ongoing high level of service in every day SMART operations. But the grant funding would be meaningless without the drivers, dispatchers, and mechanics who make our transit system operate so well. It is with that in mind that your grants and program staff will continue to look for grant opportunities to respond to community needs and support innovative programs.