



## **City Council Meeting March 15, 2021**

**Executive Session 5:00 pm  
Work Session 5:25 pm  
Council Meeting 7:00 p.m.  
Urban Renewal Agency Following Council Meeting  
(All held in Council Chambers)**

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

- Councilors are participating virtually, via Zoom videoconferencing.

### **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:**

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

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

# City of Wilsonville

City Council Meeting

March 15, 2021





**AMENDED  
AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
MARCH 15, 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.

**Executive Session, Work Session and City Council and URA 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. I-5 Pedestrian Bridge Project Update (Weigel/Rybold) [30 min.]
  - B. Adoption of Building Code Changes (Carlson/Adams) [15 min.]
  - C. Adoption of Fire Codes Changes (Carlson/Adams/Forster) [10 min.]
  - D. Purchase of One (1) 35’ Electric Transit Bus (Simonton) [10 min.]
  - E. 2021 Legislative Redistricting (Ottenad) [20 min.]
- 7:00 P.M. ADJOURN**

**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, March 15, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on March 2, 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 and to remove items from the consent agenda.

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

- A. Upcoming Meetings

**7:15 P.M. COMMUNICATIONS**

- A. Soaring Spirits Crane Installation (Moulton)
- B. Presentation of Republic Services 2020 Bi-Annual Report, July-Dec 2020 (Lewis/Comfort)
- C. EPA Final Action On Revised Willamette Basin Mercury Total Maximum Daily Load Letter

**7:45 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.

**7:50 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

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

**8:05 P.M. CONSENT AGENDA**

- A. **Resolution No. 2882**  
A Resolution And Order Amending Resolution No. 2870 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803. (Jacobson)
- B. **Resolution No. 2883**  
A Resolution Of The City Of Wilsonville Adopting The Oregon Plumbing Specialty Code, And Oregon Electrical Specialty Code. (Carlson/Adams)
- C. **Resolution No. 2884**  
A Resolution Approving And Applying The Tualatin Valley Fire And Rescue Fire Prevention Code In The City Of Wilsonville. (Carlson/Adams)
- D. **Resolution No. 2885**  
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One 35' Battery Electric Bus And Charging Equipment From Proterra, Inc. (Simonton)
- E. **Resolution No. 2889**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Agreement For Provision Of Preliminary Engineering Services In Connection With Grade Crossing Improvements With Portland & Western Railroad For Phase II – Preliminary Engineering And Construction Engineering Inspection Services For The 5th Street Railroad Crossing Work Associated With The 5th Street / Kinsman Road Extension Project. (Weigel)

F. Minutes of the March 1, 2021 City Council Meeting. (Veliz)

**8:10 P.M. NEW BUSINESS**

A. None.

**8:10 P.M. CONTINUING BUSINESS**

A. None.

**8:10 P.M. PUBLIC HEARING**

A. **Resolution No. 2886** (*Legislative*)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21. (Katko)

**8:20 P.M. CITY MANAGER'S BUSINESS**

**8:25 P.M. LEGAL BUSINESS**

**8:30 P.M. ADJOURN**

**INFORMATION ITEMS** – No Council Action Necessary.

**AN URBAN RENEWAL AGENCY MEETING  
WILL IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) 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 MEETING STAFF REPORT

<b>Meeting Date:</b> March 15, 2021	<b>Subject:</b> I-5 Pedestrian Bridge and Gateway Plaza Project Update  <b>Staff Member:</b> Zach Weigel, PE, Capital Projects Engineering Manager; Kimberly Rybold, AICP, Senior Planner  <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 checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Review and provide feedback on the 30% design package for the I-5 Pedestrian Bridge and Gateway Plaza project in Wilsonville Town Center.		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities I- 5 Bike-Pedestrian Bridge, Town Center	<input checked="" type="checkbox"/> Adopted Master Plan(s) Bicycle & Pedestrian Connectivity Plan, Transportation System Plan, Town Center Plan	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

The project team will provide an update on the progress of the bridge and plaza design and share design elements for consideration, including lighting, protective screening, walls, and landscape materials.

## **EXECUTIVE SUMMARY:**

In 2017, the City was awarded a Metropolitan Transportation Improvement Program (MTIP) Regional Flexible Funds (RFFA) grant from Metro for the design of the I-5 Pedestrian Bridge. The project, first identified as a need in the 2006 Bicycle and Pedestrian Master Plan and subsequently added to the Transportation System Plan (TSP) in 2013, will provide a safe pedestrian and bike crossing over Interstate 5, connecting the Villebois neighborhood and the Wilsonville Transit Center to the Town Center and adjacent residential areas. The project also includes design of the Gateway Plaza, a community gathering space identified as a community priority as part of the Town Center Plan process, on a City-owned parcel at the east bridge landing. Per the IGA for this grant, 90% design for the project must be completed by fall 2021.

In October 2020, City Council selected the “Tied Arch” design as the preferred bridge alternative based on input provided through public outreach and Planning Commission’s recommendation. With this direction, City Council also supported a plaza design combining elements of the “Drops and Ripples” and “River Oxbow” concepts. Based on this, the project team began more detailed design work to advance these concepts.

At the March 15 work session, the project team will present the aesthetics package for the bridge and plaza 30% design. This package provides a variety of options and design considerations for the bridge and plaza to respond to feedback and preferences received during prior public outreach efforts. To continue refining bridge and plaza design, the project team seeks feedback on the following questions:

- For the bridge design, which design elements or options best represent the project themes, feedback, and direction provided to the design team to date?
- For the plaza design, do the proposed design elements reflect the feedback and direction thus far? Are there elements that need further consideration?
- Which design elements are most important to incorporate into the bridge and plaza design, and which elements could be reduced in scope or quality for cost savings?
- Is there specific public feedback on any design elements that would be helpful in making your recommendations as design progresses?

The project team will provide a progress update to the Planning Commission on March 10 and gather input on the same questions. Planning Commission input will be shared with City Council at this work session. Following both work sessions, the project team will use this input to examine ways to reduce project costs as design progresses. The project team will also use *Let’s Talk, Wilsonville!* to seek additional feedback on detailed design considerations.

## **EXPECTED RESULTS:**

City Council will confirm design direction for the bridge and plaza and will identify opportunities for additional public input.

## **TIMELINE:**

Project work and public engagement activities will continue throughout 2021 to further inform bridge design, plaza materials, and amenities. The project team will use *Let’s Talk, Wilsonville!* to gather additional public feedback on detailed bridge and plaza design elements as the project moves through the design phase. Additional work sessions will be facilitated with the City Council over the course of this project, with the next update anticipated at 60% design. Ultimately, design will advance to 90% design with an anticipated completion in fall 2021.

**CURRENT YEAR BUDGET IMPACTS:**

The amended budget for FY2020-21 includes \$6,513,809 in Transportation SDCs for CIP project #4202. The remaining project design work over the next year is estimated at \$1.5 million. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/8/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/8/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The pedestrian and bikeway bridge was identified as a high priority project through the last update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Likewise, the RFFA grant process included a public review and comment period in which the project garnered positive feedback from the community. In addition, the Town Center Plan included a robust and inclusive public outreach process where the Bridge Project was identified as a key framework project through extensive community support.

There have been several opportunities to participate in the design of the Bridge Project and Gateway Plaza as scoped within the Public Engagement Plan for the project. In addition to the public kickoff event, outreach opportunities included an online open house, online surveys, stakeholder interviews, and pop-up information displays. The project team will provide additional input opportunities through *Let's Talk, Wilsonville!* as design progresses. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

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

The Bridge Project will provide a safe bike and pedestrian crossing of I-5 that is separated from vehicular traffic with direct access to essential services in the Wilsonville Town Center, the Wilsonville Transit Center, employment areas, and educational resources. The bridge will serve all populations within and around the project area and will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district. Public art and environmental features integrated into the Bridge Project and plaza will help to create an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. The bridge and plaza investment will exemplify the City's commitment to realizing the community's vision for Town Center and serve as an incentive for private investment.

**ALTERNATIVES:**

City Council can add or remove bridge and plaza design elements to consider as the project moves into the 60% design phase.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. 30% Design Aesthetics Package

Attachment

# Aesthetics Package

The City of Wilsonville (City) first identified the necessity of an Interstate 5 (I-5) Pedestrian Bridge crossing when Wilsonville's original Town Center Plan was created in 1973. The City's 2006 Bicycle and Pedestrian Master Plan, and the 2013 and 2016 Transportation System Plans confirmed the need for a safe I-5 crossing. In 2019, the City adopted the Wilsonville Town Center Plan (Plan) with strong community support. This Plan identified the bridge and a gateway plaza as a framework project for spurring redevelopment of Town Center. As part of this framework project, aesthetics will be a key piece of the project. The following exhibits provide choices for various project features.



**WILSONVILLE TOWN CENTER**  
I-5 PEDESTRIAN BRIDGE



# Bridge Path Lighting

Two forms of bridge path lighting are available. The first option is to use the City of Wilsonville’s standard pathway lighting, Hadco Westbrooke LED light fixtures on NOVA Poles. This option would require bulb outs on the bridge deck to support the poles and may deter from the aesthetic lines of the tied arches. The protective screening could also be customized to support lighting fixtures.

The second option is to provide handrail lighting. This would integrate the lighting element into the bridge rail.

Option	Cost	
	Low	High
Hadco Westbrooke LED	\$160k	\$180k
Intermittent Handrail Lighting	\$80k	\$90k
Curb Lighting in Rail	\$80k	\$90k
Continuous Handrail Lighting	\$80k	\$90k
Lighting in Concrete	\$80k	\$90k



**Intermittent Handrail Lighting**



**Curb Lighting in Rail**



**Continuous Handrail Lighting**



**Lighting in Concrete**



# Arch Lighting

## TROJA BRIDGE

*Prague, Czech Republic*

The public identified an illuminated bridge structure as the number one bridge customization option.

The Troja Bridge pictured uses a recessed lighting. The goal of the recessed lighting is to project the light onto the path serving to light the structure elements while also providing path lighting. This option could create glare for drivers on I-5 and would need to be vetted with ODOT. Different colored lights could also be explored with this option.

The recessed lighting may be challenging with the tubular arch being proposed.

Option	Cost	
	Low	High
Recessed Lighting	\$500k	\$550k



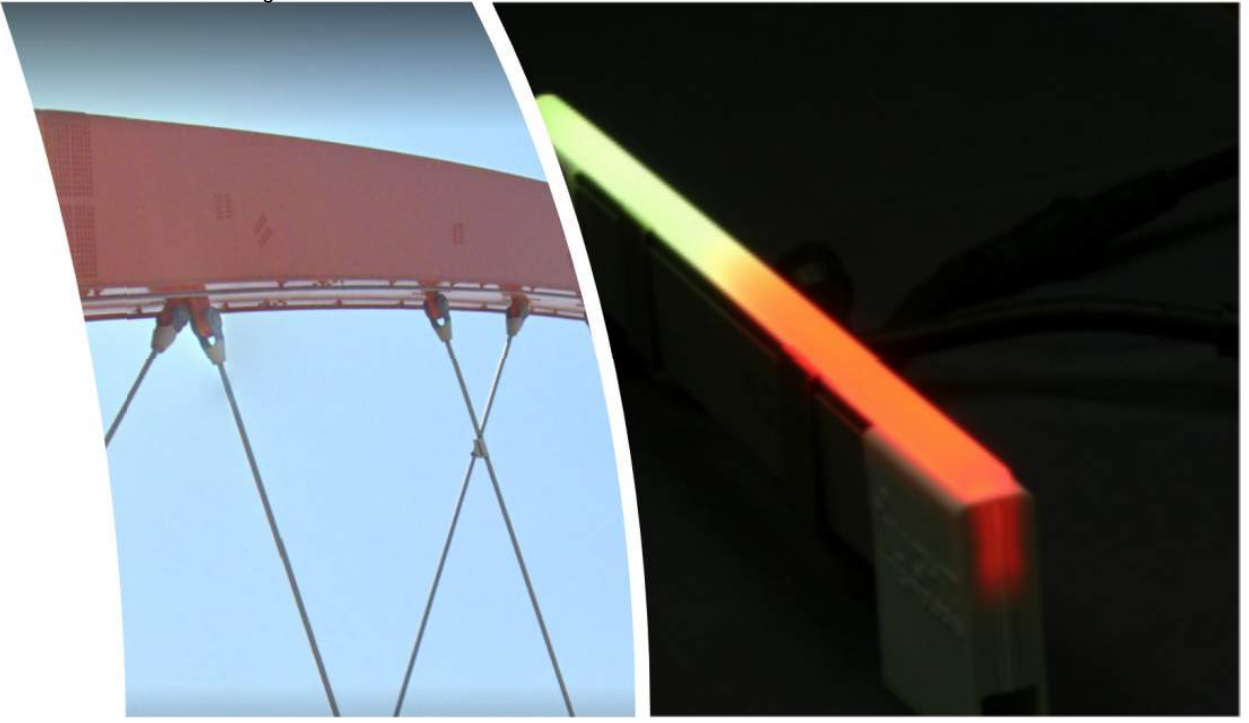
# Arch Lighting

## HASTINGS BRIDGE

*Hastings, Minnesota*

The Hastings bridge uses an LED strip mounted to the bridge structure. The lights can be a variety of colors while still providing sufficient light to the pathway.

Option	Cost	
	Low	High
Hypnotica LED Strips	\$500k	\$550k



**Hyponotica Color Changing Lighting**

# Arch Lighting

## MINTO BROWN BRIDGE

Salem, Oregon

The Minto Brown bridge shown uses another structurally mounted LED strip lighting. The bridge pictures uses a constant white light but additional color options could be pursued. This lighting will likely require additional path lighting.

Option	Cost	
	Low	High
LiniLED Lighting	\$500k	\$550k



LiniLED Lighting



# Main Span Projection Lighting

## INFINITY BRIDGE (Left)

*Stockton-on-Tees, United Kingdom*

## I-5 BRIDGE (Right)

*Woodburn, Oregon*

Main span projection lighting would be mounted at the base of the bridge and directed upwards onto the bridge structure. The lighting would highlight the architectural elements of the tied arch structure while also providing light to the pathway.

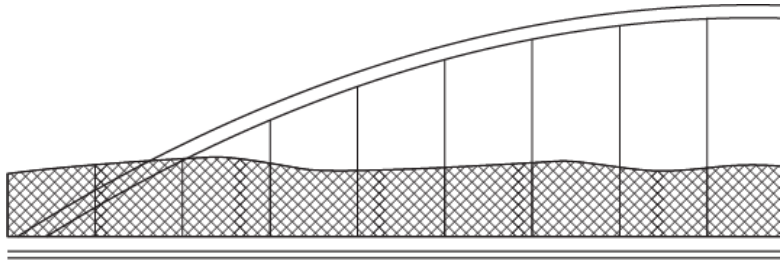
Option	Cost	
	Low	High
Projection Lighting	\$500k	\$550k



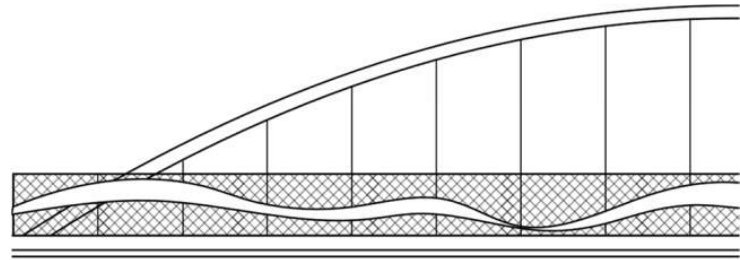
## Protective Screening Examples

Custom safety fencing or protective screening was selected by the public as the third bridge option to customize. There are endless opportunities to customize the welded wire fencing including various shapes to the top of the fencing, attaching metal shapes and providing coloring.

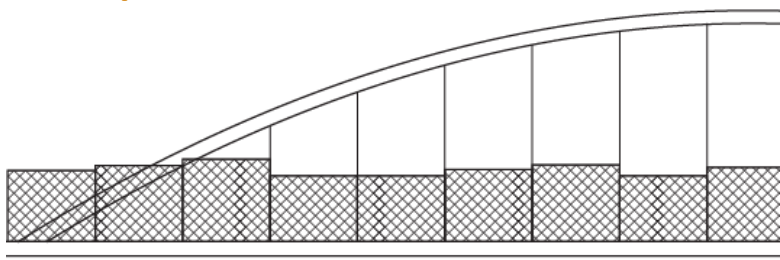
**Example 1**



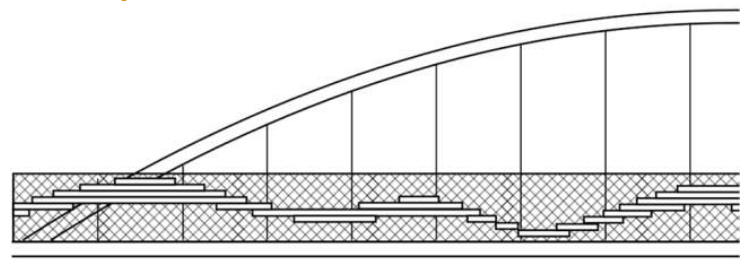
**Example 3**



**Example 2**



**Example 4**





## Protective Screening Examples

Custom safety fencing or protective screening was selected by the public as the third bridge option to customize. There are endless opportunities to customize the welded wire fencing including various shapes to the top of the fencing, attaching metal shapes and providing coloring.

**Example 1**



**Example 3**



**Example 2**



**Example 4**



# Bridge Rail

A bridge rail will be required along the length of the bridge and retaining walls. Some options shown include a more heavy-duty steel bridge rail similar to the Gibbs Street, Springwater Trail and Delta Ponds bridges which can blend into the protective screening over the highways below.

The Minto Island bridge provides a minimal bridge rail across the bridge to provide a straight line across the bridge and not diminish the unique arches.



**Gibbs Street Bridge**



**Minto Island Bridge**

Option	Cost	
	Low	High
Minimal Bridge Rail	\$200/LF	\$250/LF
Heavy Duty	\$250/LF	\$300/LF



**Delta Ponds Bridge**

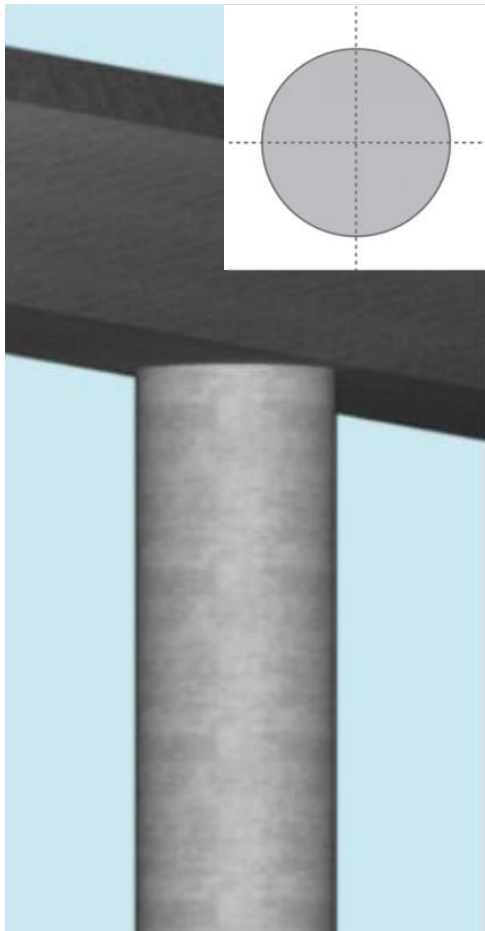


**Springwater Trail Bridge**

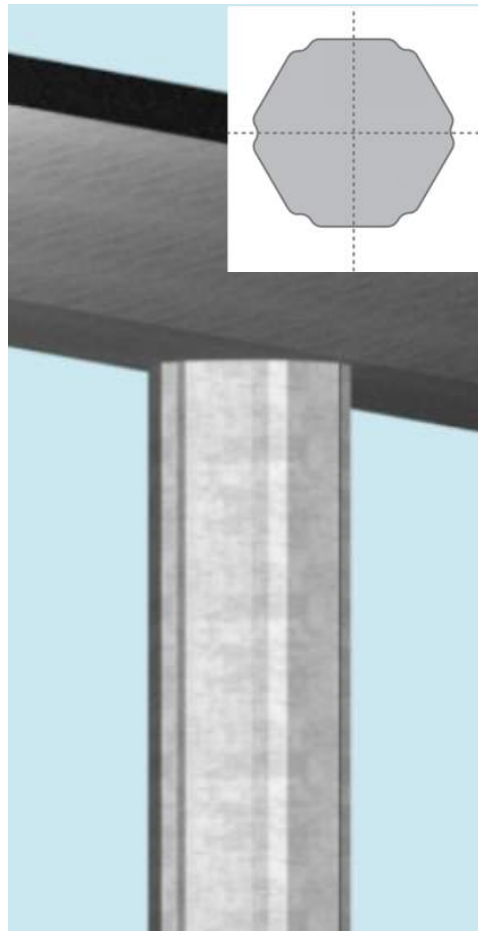


## Column Shapes

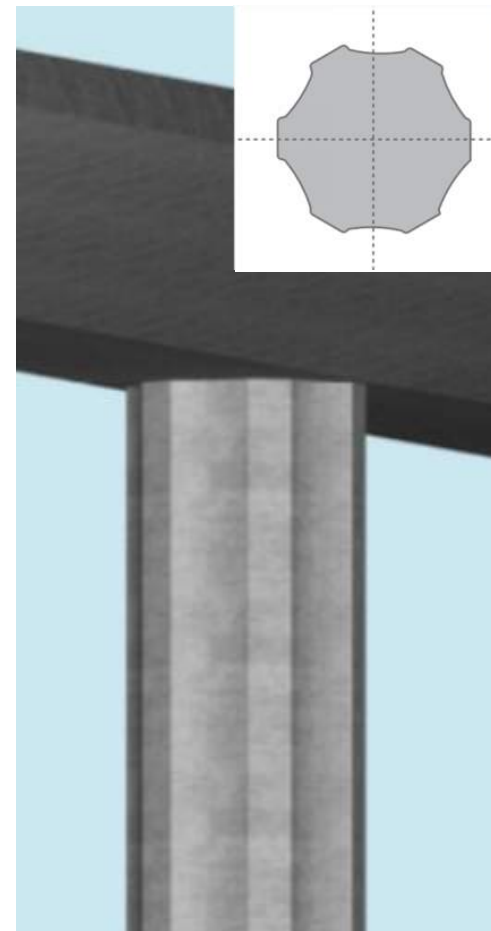
**Round Alternative**



**Alternative A**



**Alternative B**

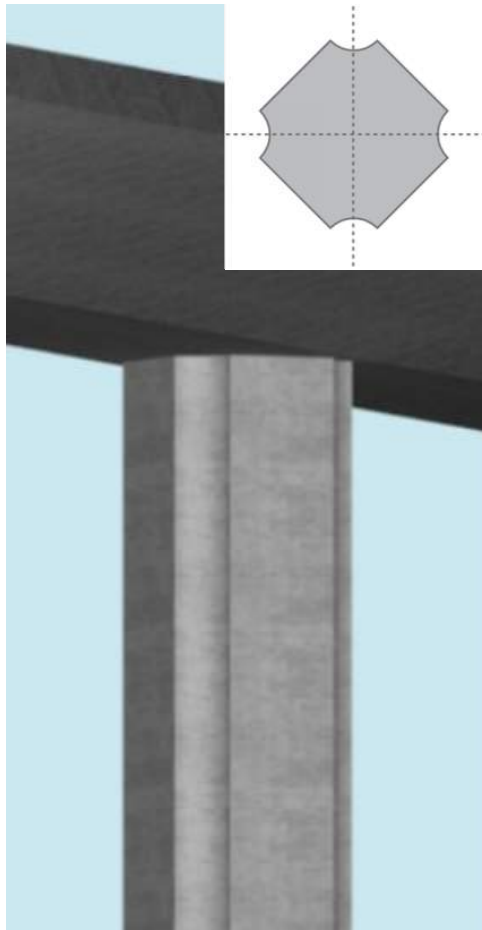




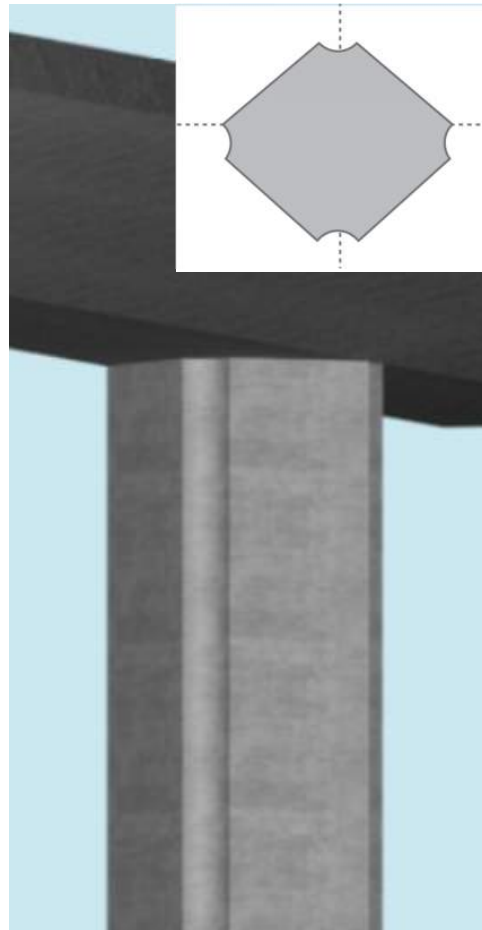


## Column Shapes

**Alternative C**



**Alternative D**



Arch Color





# Arch Color





# Wall Formliner Examples

## **SOUTH MEDFORD BRIDGE**

**(Top Left)**

*Medford, Oregon*



## **DEL RIO ROAD INTERCHANGE**

**(Top Right)**

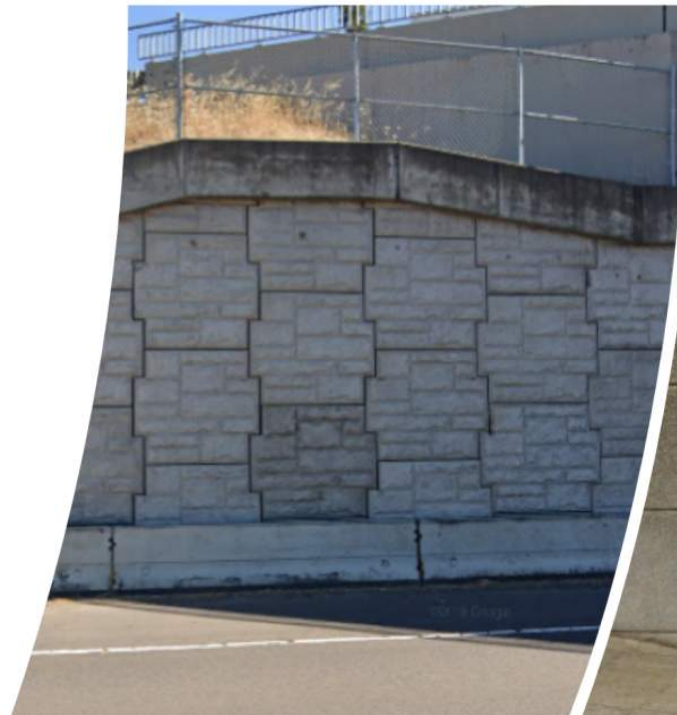
*Winchester, Oregon*



## **GOSHEN INTERCHANGE**

**(Bottom Left)**

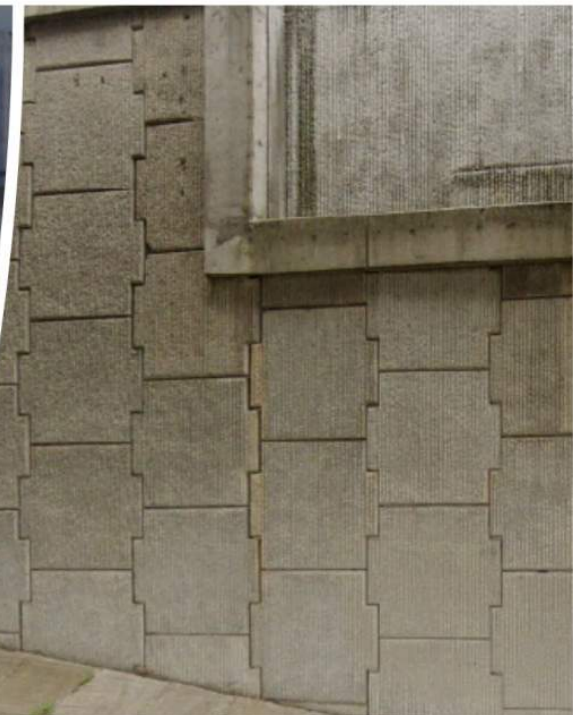
*Goshen, Oregon*



## **WILLAMETTE RIVER BRIDGE**

**(Bottom Right)**

*Eugene, Oregon*



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## Wall Formliner Examples

### **SALEM SOUND WALL**

**(Top Left)**

*Salem, Oregon*

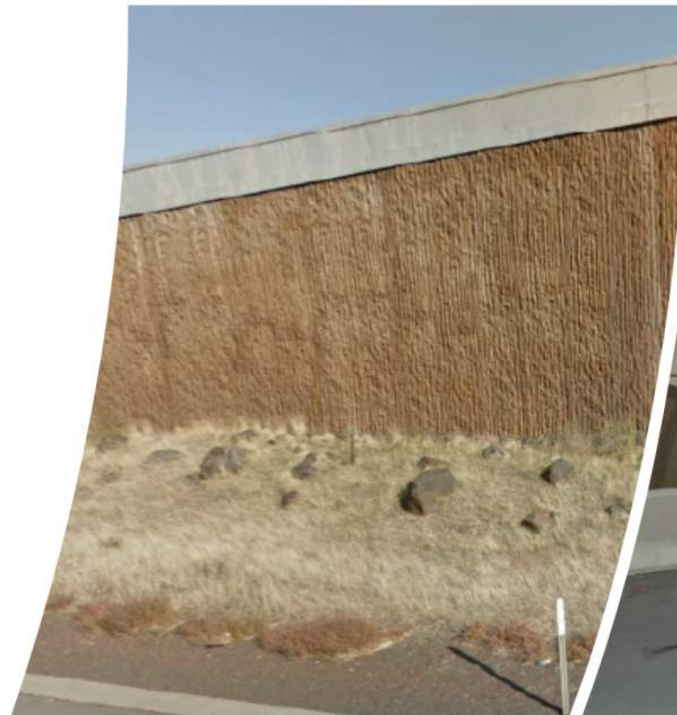


### **WILSONVILLE ROAD INTERCHANGE** **(Top Right)**

*Wilsonville, Oregon*

### **CHENOWITH INTERCHANGE** **(Bottom Left)**

*The Dalles, Oregon*



### **BIGGS JUNCTION INTERCHANGE** **(Bottom Right)**

*Biggs Junction, Oregon*



# WILSONVILLE TOWN CENTER

## I-5 PEDESTRIAN BRIDGE + PLAZA



Plaza Aesthetics Package

30% CD

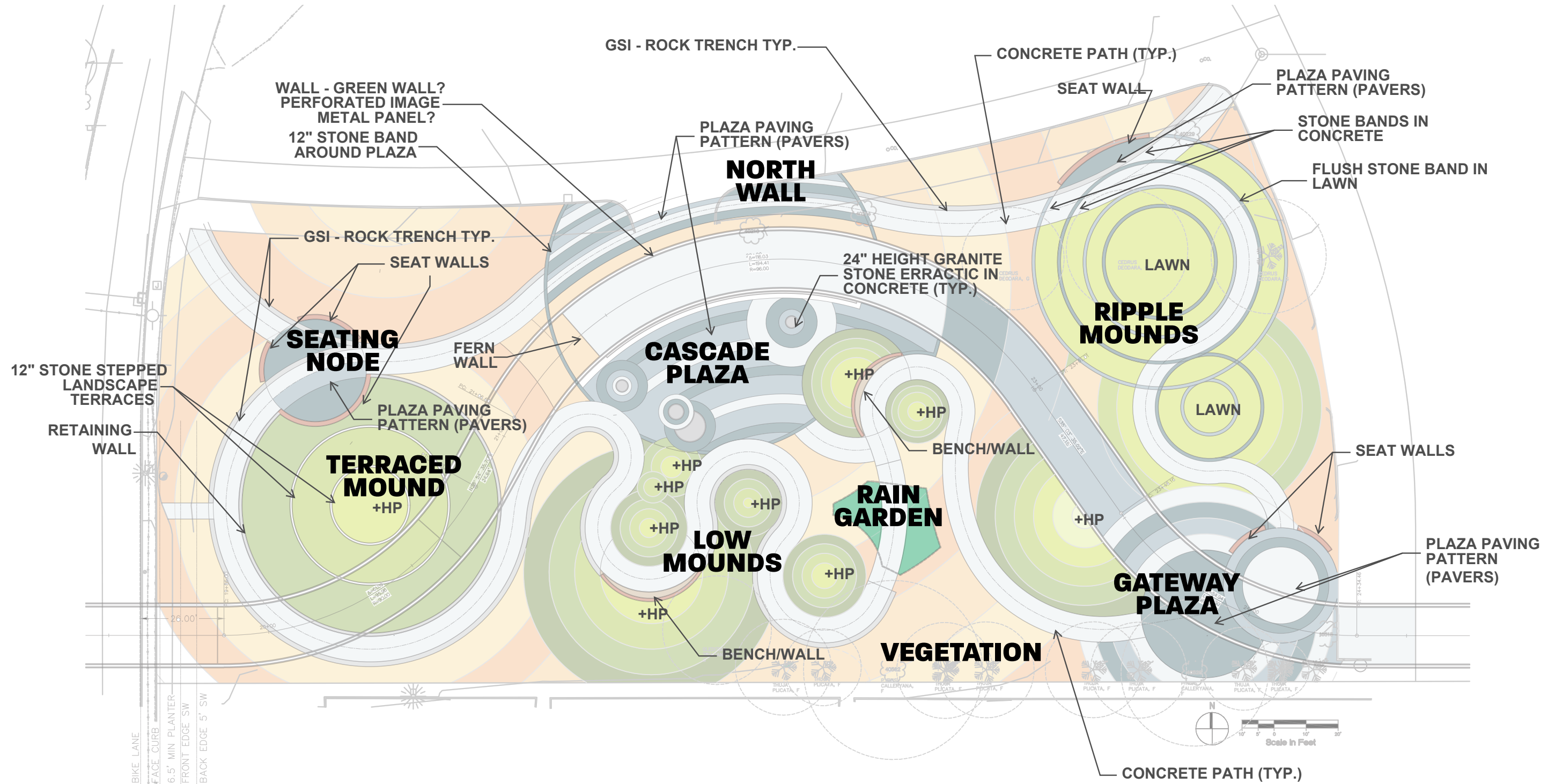


WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE



# Overview

## KEY MAP





# Plaza: Gateway

## KEY DESIGN FEATURES

- Plaza Paving
- Removable + Standard Bollards
- Seatwall
- Loop Bike Racks

## MATERIALS

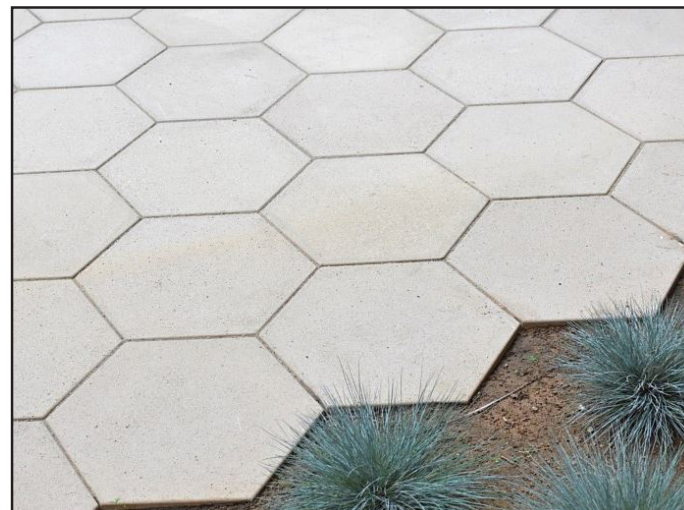
Streetlife: Quattro Bollards



Loop Bike Rack



Stepstone: Hex Pavers



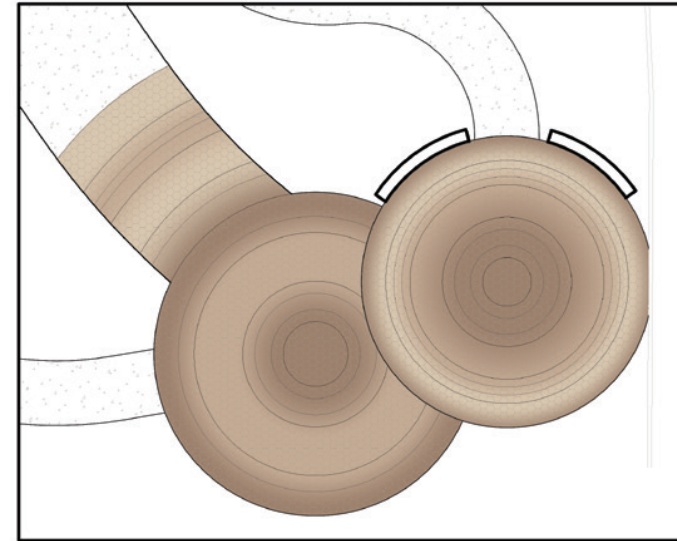
Seatwall: Highlife III Top Seats



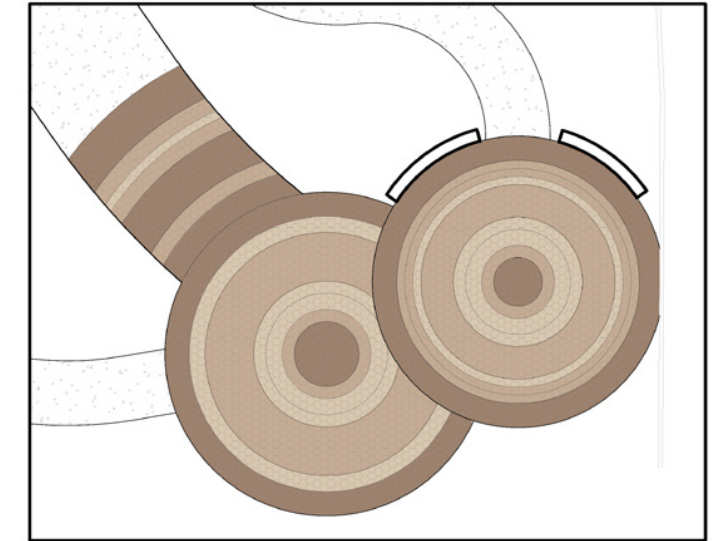
## AESTHETIC



3-Tone Gradient Pattern



3-Tone Ripple Pattern





# Plaza: Seating Node

## KEY DESIGN FEATURES

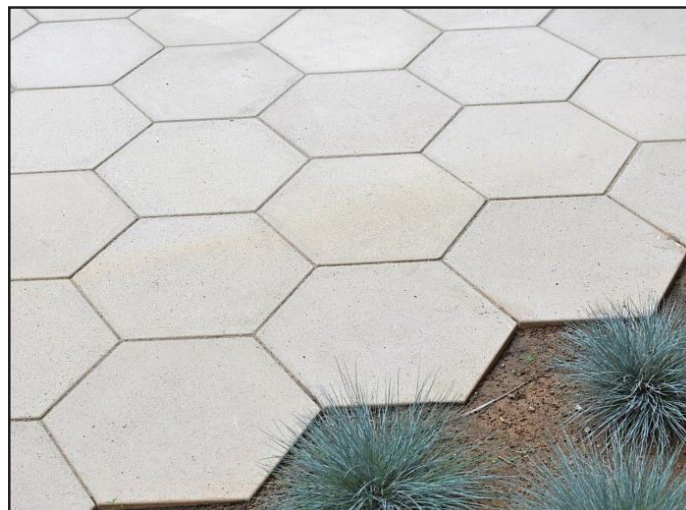
Seatwall  
Plaza Paving

## AESTHETIC



## MATERIALS

Stepstone: Hex Pavers



Seatwall: Highlife III Top Seats



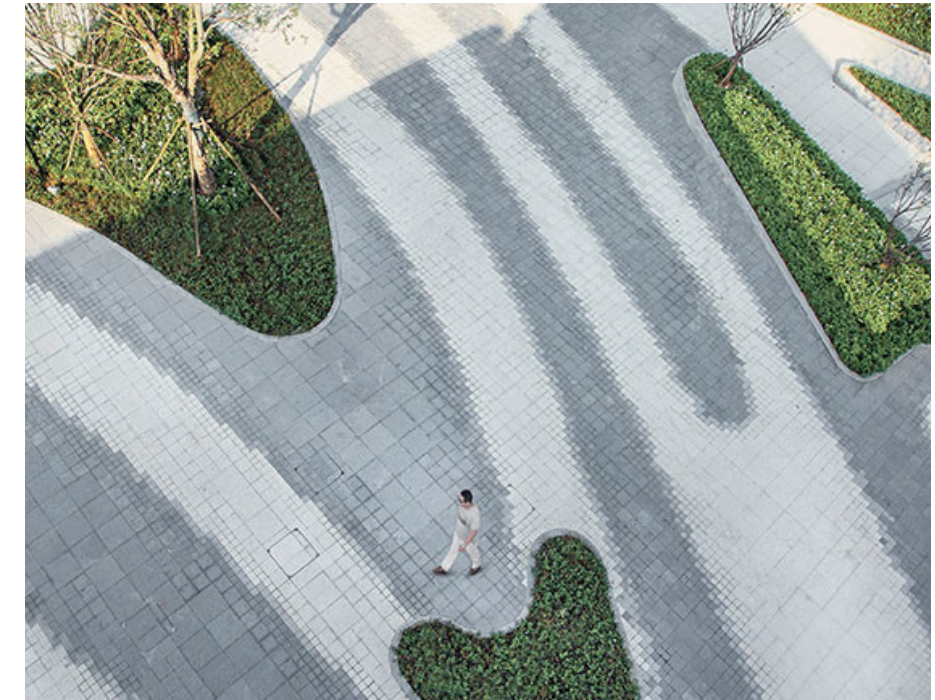
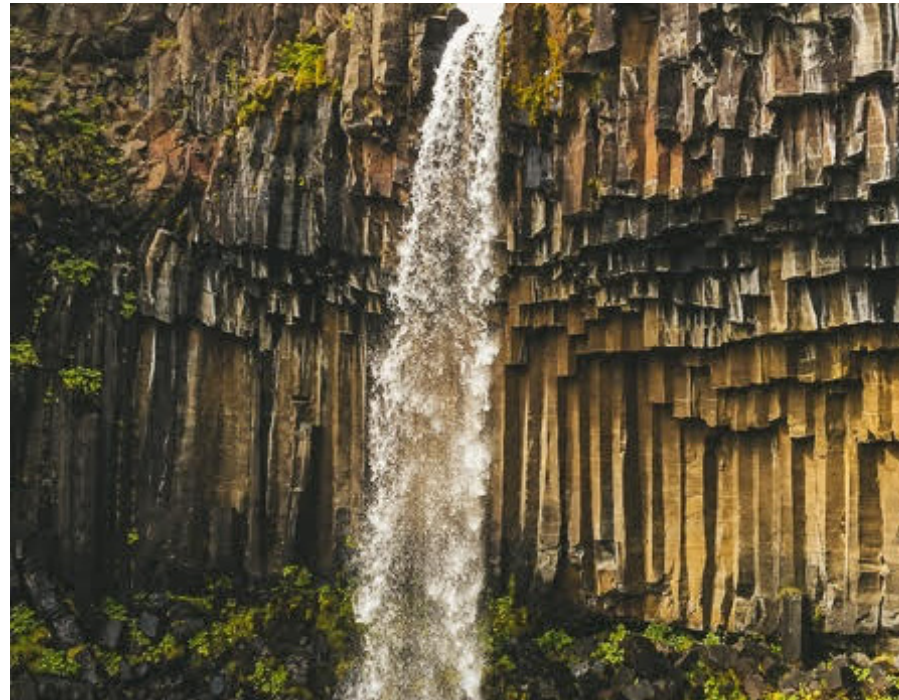


# Plaza: Stormwater Cascade

## KEY DESIGN FEATURES

- Stone Wall Feature
- Stormwater Cascade + Drain
- Plaza Paving
- Erratic Boulders

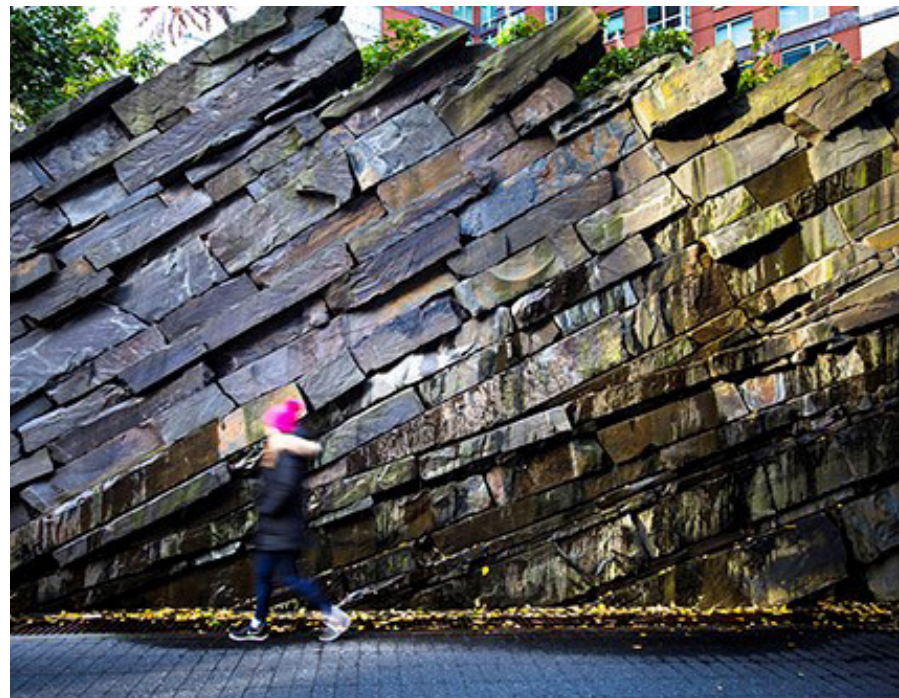
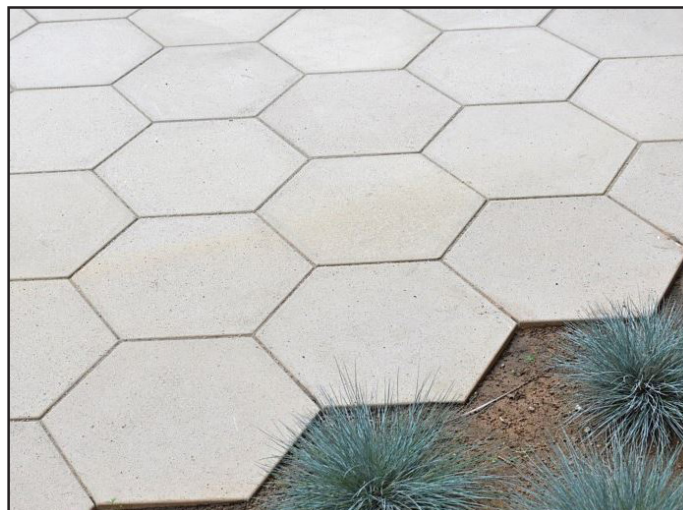
## AESTHETIC



## MATERIALS

TBD

Stepstone: Hex Pavers





# Plaza: North Wall

## KEY DESIGN FEATURES

Green Wall - Fern Mix

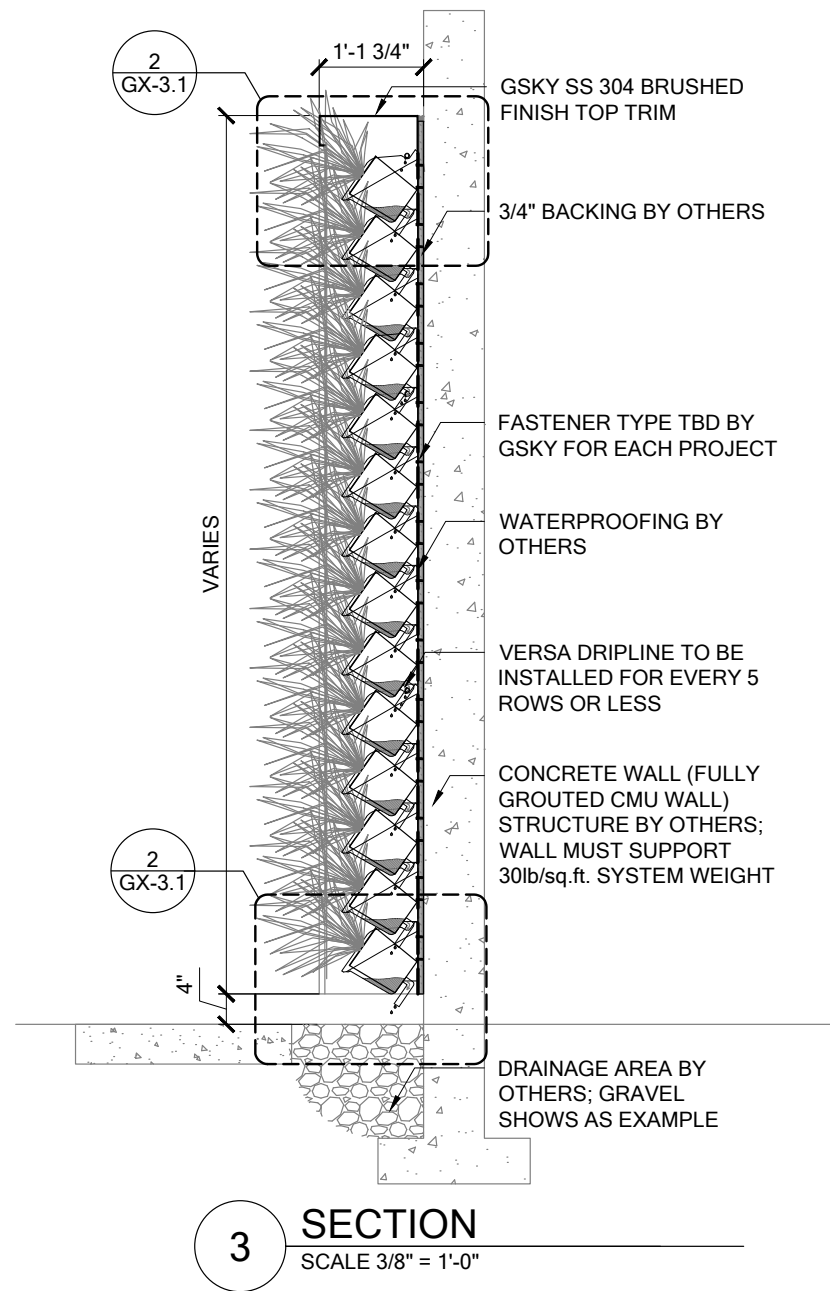
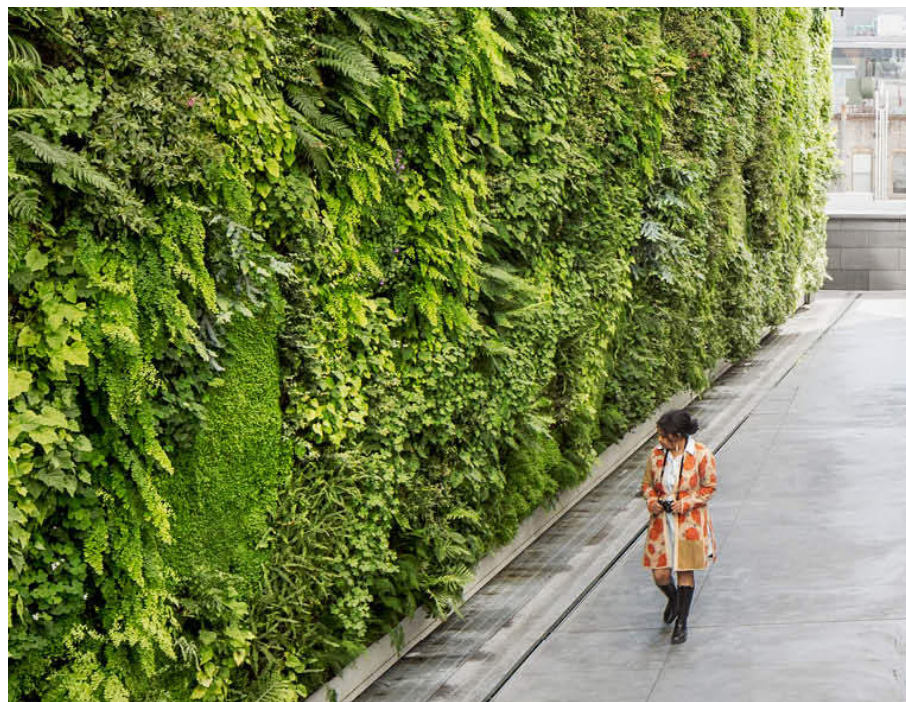
Plaza Paving

## MATERIALS

gsky Versa Wall:

Green Wall To Ground | Backing Option

## AESTHETIC



**3 SECTION**  
SCALE 3/8" = 1'-0"

# Mound: Low

## KEY DESIGN FEATURES

Raised Mounded Landforms  
Low-Maintenance Fescue Mix  
Benchwall

## AESTHETIC



## MATERIALS

Pro Time Lawn & Seed:  
No Mow Fescue Mix



## FORTHCOMING



# Mound: Terraced

## KEY DESIGN FEATURES

12" Stone Banding  
Native/Ornamental Planting Mix  
Concrete Retaining Wall

## AESTHETIC



## MATERIALS

TBD Granite Stone Mowbands 12" x 8"

## FORTHCOMING

# Mound: Ripple

## KEY DESIGN FEATURES

Flush Stone Mow Bands

Maintained Lawn

## AESTHETIC



## MATERIALS

TBD Granite Stone Mowbands 12" x 8"

## FORTHCOMING



# Stormwater: Raingarden

## KEY DESIGN FEATURES

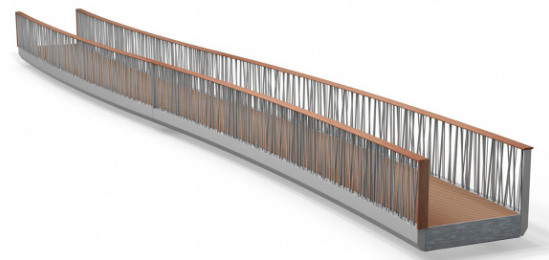
Boardwalk with Kick Rail  
Native Mix Stormwater Planting

## AESTHETIC



## MATERIALS

Streetlife: Bowie Serpentine Bridge, FSC Hardwood with low fence





# Stormwater: Rock Trench

## KEY DESIGN FEATURES

Trench Drain in Concrete/Pavers  
GSI Rock Drain edging main path

## MATERIALS

Iron Age Designs: River Rock Trench Grate



GSI Rock Drain







## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 15, 2021		<b>Subject:</b> 2021 Legislative Redistricting	
		<b>Staff Member:</b> Mark Ottenad, Public/Government Affairs Director	
		<b>Department:</b> Administration	
<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 Information or Direction <input type="checkbox"/> Information Only <input checked="" 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> N/A	
<b>Staff Recommendations:</b> City Council provides direction to staff regarding prospective testimony.			
<b>Recommended Language for Motion:</b> Not applicable.			
<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:

The City Council has an opportunity during the 2021 legislative redistricting process to testify in support of all of Wilsonville—including the Charbonneau District, current UGB areas and designated future urban reserve areas—being included in one single Congressional District, one single Oregon House District and one single Oregon Senate District.

Previously in 2011 when the redistricting process occurred, the Council strongly indicated that the majority of the community of interests favors uniting the whole City in one jurisdictional district rather than dispersing the City's representation that dilutes Wilsonville's influence at the state and federal legislative levels of government.

## **EXECUTIVE SUMMARY:**

Redistricting is the once-a-decade process of redrawing United State House of Representatives (Congressional) and Oregon State Senate and State House of Representatives (Legislative) district boundaries to account for changes in population. The Oregon Senate Committee On Redistricting is holding virtual public hearings on March 18 and April 10 for residents of the Fifth Congressional District to hear input on residents' district representation preferences. The City has an opportunity to express our preference for legislative redistricting. One unresolved question is the potential impact on the redistricting process due to the announced delay, by the US Census Bureau, on the release of the decennial census data upon which redistricting is based.

Assuming that Wilsonville continues as it has for the past 30 years or longer with primary state legislative representation by House District 26 and Senate District 13, the core issue of concern for the City is that all of all of Wilsonville—including the Charbonneau District, current UGB areas of Coffee Creek, Basalt Creek, and Frog Pond South and East, and designated future urban reserve areas of Grahams Ferry/Villebois North, Elligsen Road and Wilsonville Southwest—is included in one single Congressional District, one single Oregon House District and one single Oregon Senate District.

A related question that staff provides no recommendation is if Wilsonville should be in different legislative districts based on communities on interest or other considerations. See page 4 of this report for additional information.

## **Background Information**

Every 10 years, following the completion of the decennial US Census, the Oregon Legislative Assembly is required by both the Oregon Constitution and the US Constitution to evaluate whether Oregon Senate and House districts and US Congressional districts are of relatively equal population and adjust the district boundaries as necessary to provide for equal representation. The new district boundaries will be in effect for at least 10 years.

Specifically, the Oregon legislature is responsible for redistricting the state's 60 House districts and 30 Senate districts, as well as the five US Congressional districts—with the prospect of adding a sixth Congressional seat. As with all legislative enactments, redistricting plans are subject to the veto authority of the Governor. If the legislature fails to enact a legislative redistricting plan by July 1, the Governor vetoes the plan, or if a court successfully challenges the plan or a portion of it, the responsibility for drawing legislative districts lines, or for correcting a specific problem, falls to the Secretary of State.

There is no corresponding timeline for congressional redistricting because there are no statutory or constitutional deadlines for the legislature to complete the congressional redistricting plan. The practical deadline is in time for candidates filing for the 2021 primary election. Currently, the Oregon Constitution and the US Constitution do not provide a redistricting mechanism if the Legislative Assembly fails to complete a congressional plan. The only available mechanism for redress is for an affected individual or group of individuals to petition the courts to address the inequality in district populations based on the new census data that is being delayed for release. The criteria that the legislature or the Secretary of State use for redistricting legislative and congressional districts are listed in ORS 188.010. The criteria to be considered requires that each district, as nearly as practicable, shall:

- Be contiguous;
- Be of equal population;
- Utilize existing geographic or political boundaries;
- Not divide communities of common interest; and
- Be connected by transportation links.

In addition, no district shall be drawn for the purpose of favoring any political party, incumbent legislator or other person or be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.

Finally, Article IV Section 6 of the Oregon Constitution requires that two house districts be “nested” in one senate district. Thus, in our instance, Senate District 13 is composed of the geographic territory of House Districts 25 and 26.

**While all the criteria are significant, equalizing populations in districts is the basic purpose of redistricting. Redistricting is based on total population not just the voting-age population.** ORS 188.010 specifies that each district “as nearly as practicable shall” be of equal population, and court decisions have not specified a maximum deviation. Generally, the smaller the deviation, the less prone to challenge a plan is considered to be. As a result of redistricting in 2001, the maximum deviation in Oregon legislative districts was  $\pm 2\%$ . For congressional districts the deviation was only plus or minus a few people.

### **Assessment of the Legislative Redistricting Options for Wilsonville**

**Congressional District:** Currently all of Wilsonville resides within the Fifth Congressional District represented by Congressman Kurt Schrader. Due to substantial population growth in the greater Portland metro region and the North Willamette Valley, there is speculation that a new sixth Congressional District could be added to this region.

However, between 2000 and 2010, Wilsonville was split between the First Congressional District and the Fifth Congressional District. The dividing line between the districts in the Wilsonville area followed the Clackamas-Washington counties boundary.

City staff recommend maintaining all of Wilsonville in one Congressional district so as to not split apart our population’s representation and to have the full attention of Wilsonville’s member of Congress.

**Oregon House Districts:** Currently Wilsonville is split among three House districts:

- House District 26 represented by Rep. Courtney Neron represents most of Wilsonville north of the Willamette River except for Frog Pond South/East (aka Advance Road urban reserve).
- House District 39 represented by Rep. Christine Drahan represents a portion of Wilsonville south of the Willamette River, *i.e.*, Charbonneau District.
- House District 37 represented by Rep. Rachel Pruzak represents a sliver of Wilsonville east of Stafford Road, *i.e.*, Frog Pond South and East urban reserve areas.

Due to substantial population increase over 5,000 in HD 26 (see Exhibit C), the geographical size of the district is projected to decrease substantially. Traditionally, the cities of Sherwood and Wilsonville have been placed together in HD 26.

A related question for potential consideration by Council is “What is Wilsonville’s primary legislative constituency?” That is, from the Council’s perspective, does one or more of the community’s interests in terms of state legislative representation follow any of these boundaries of “communities of interests”:

- West Linn-Wilsonville School District (note that Charbonneau is in Canby School District).
- Communities north of the Willamette River: Newberg, Tualatin, Sherwood, West Linn
- Communities south of the Willamette River: Aurora, Canby, Woodburn

At this time, staff has no recommendation pertaining to the issue of communities of interest that may have better alignment with City prospective legislative districts boundaries.

**Oregon Senate Districts:** Currently Wilsonville is split among three Senate districts:

- Senate District 13 represented by Sen. Kim Thatcher represents most of Wilsonville north of the Willamette River except for Frog Pond South and East urban reserve areas.
- Senate District 20 represented by Sen. Bill Kenemer represents a portion of Wilsonville south of the Willamette River, *i.e.*, Charbonneau District.
- Senate District 19 represented by Sen. Rob Wagner represents a sliver of Wilsonville east of Stafford Road, *i.e.*, Frog Pond South and East urban reserve areas.

Due to substantial population increase of “+3,000 to +7,499” in SD 13 (see Exhibit C), the geographical size of the district is projected to decrease. Composed of the territory of HD 26 and HD 25, HD 13 includes the cities of Keizer and Newberg. Thus, the cities of Keizer, Newberg, Sherwood and Wilsonville are represented by SD 13.

Note, however, that between 2000 and 2010, the city of Wilsonville, including the Charbonneau district, was contained wholly within House District 26 and Senate District 13.

Note also that of Wilsonville’s future UGB expansion areas, Frog Pond East and part of Frog Pond South urban reserve residential area, currently are located in separate legislative districts. The Basalt Creek urban reserve industrial area is currently located in Wilsonville’s primary legislative districts.

**TIMELINE:**

The Senate Committee On Redistricting is holding virtual public hearings on March 18 and April 10 for residents of Fifth Congressional District to hear input on residents’ district representation preferences. Subsequent district boundary proposals scheduled for release during April and May by the legislature will require City scrutiny and comment.

**CURRENT YEAR BUDGET IMPACTS:**

No budget impacts.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: KAK Date: 3/03/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/8/2021

**CITY MANAGER COMMENT:**

N/A

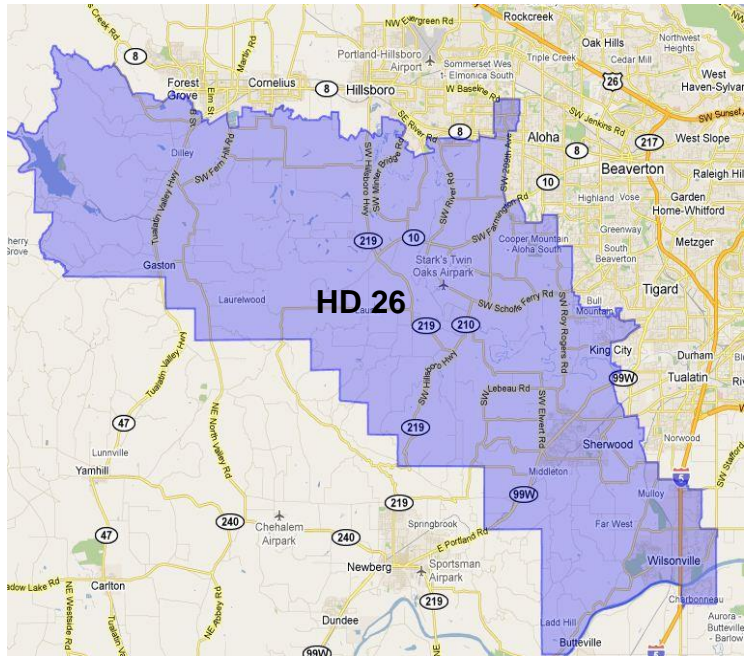
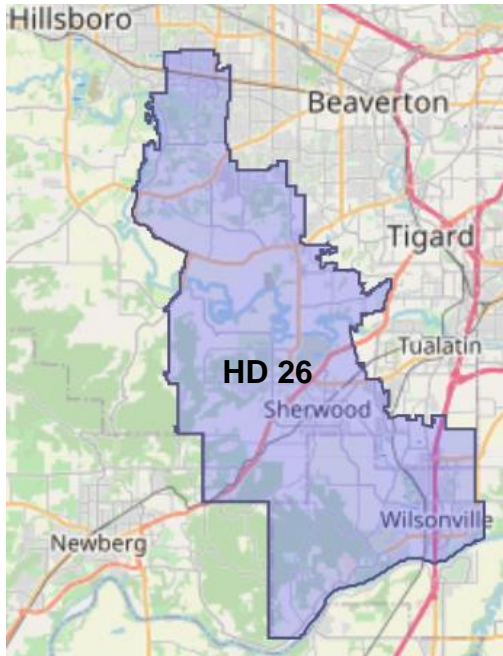
**EXHIBITS:**

- A. Wilsonville State Legislative Districts Maps and Notes, 3/15/2021
- B. Oregon Redistricting flyer, Feb. 2021
- C. Preliminary Maps: Estimated Deviance from Average Population (2019) for Oregon House, Oregon Senate and Congressional Districts, Feb. 2021
- D. Redistricting Background Brief by Legislative Policy And Research Office, May 2020
- E. Map of Wilsonville-area UGB and Urban Reserves Areas, 2016
- F. Testimony of Wilsonville City Councilor Scott Starr Before the Oregon Senate and House Committees on Redistricting Pertaining to Proposed Options for the City of Wilsonville, May 24, 2011
- G. Wilsonville City Attorney Letter on Redistricting, May 23, 2011

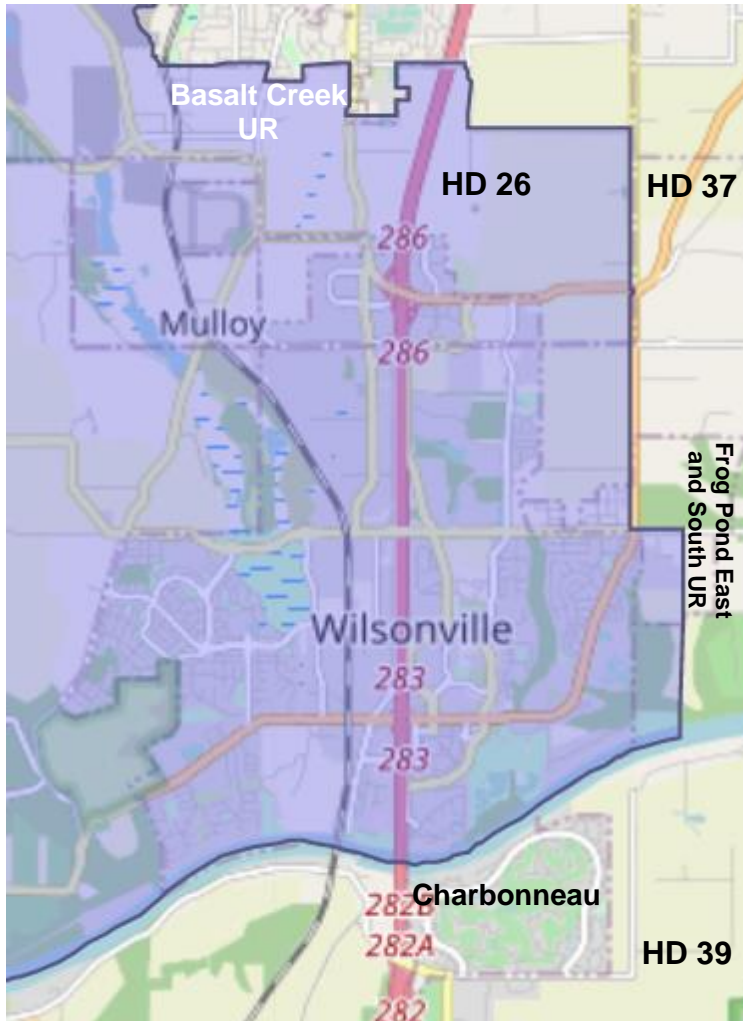
### Oregon House District 26 (shown in purple shade)

Current: 2011-2021

Prior: 2001-2011



### Close-up of current House District 26 near Wilsonville



#### NOTES:

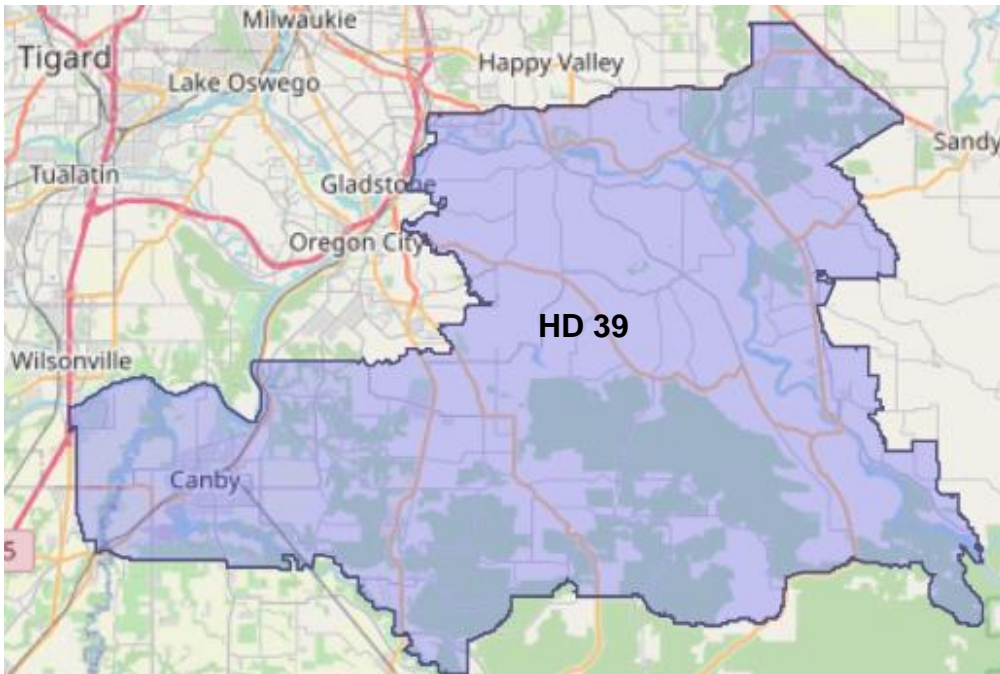
- Basalt Creek Urban Reserve (UR) is currently located in HD 26; prior to 2011 was in HD 37.
- Frog Pond East and South URs are currently located in HD 39; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in HD 26.
- Charbonneau District located in HD 39; prior to 2011 was part of HD 26.



**EXHIBIT A - PAGE 2**

**Oregon House District 39 (shown in purple shade)**

**Current: 2011-2021**

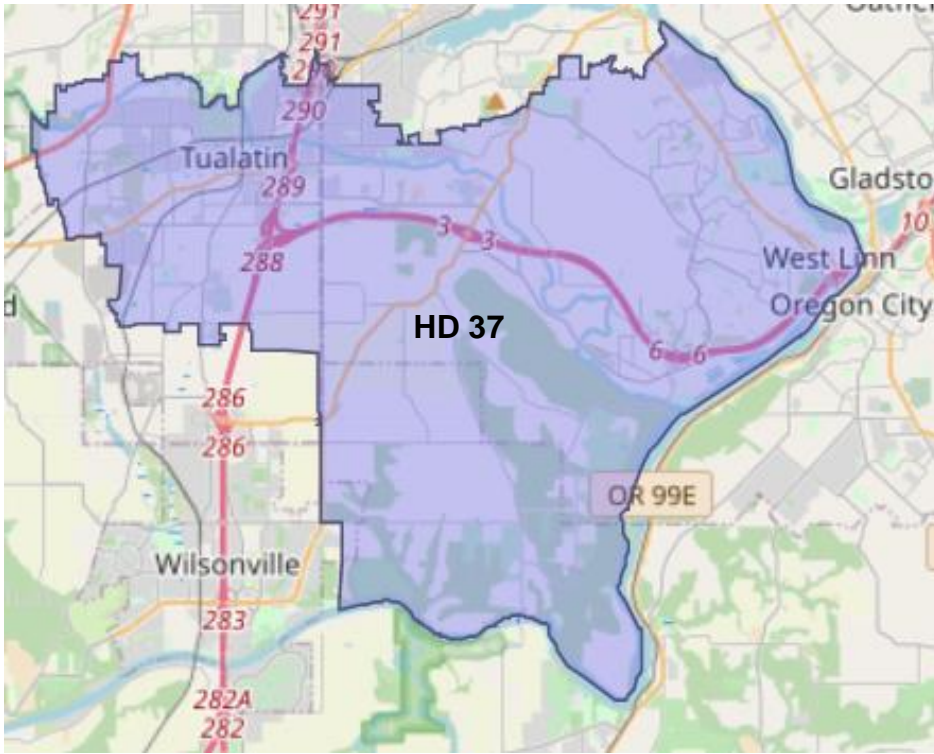


**Close-up of current House District 20 near Wilsonville**

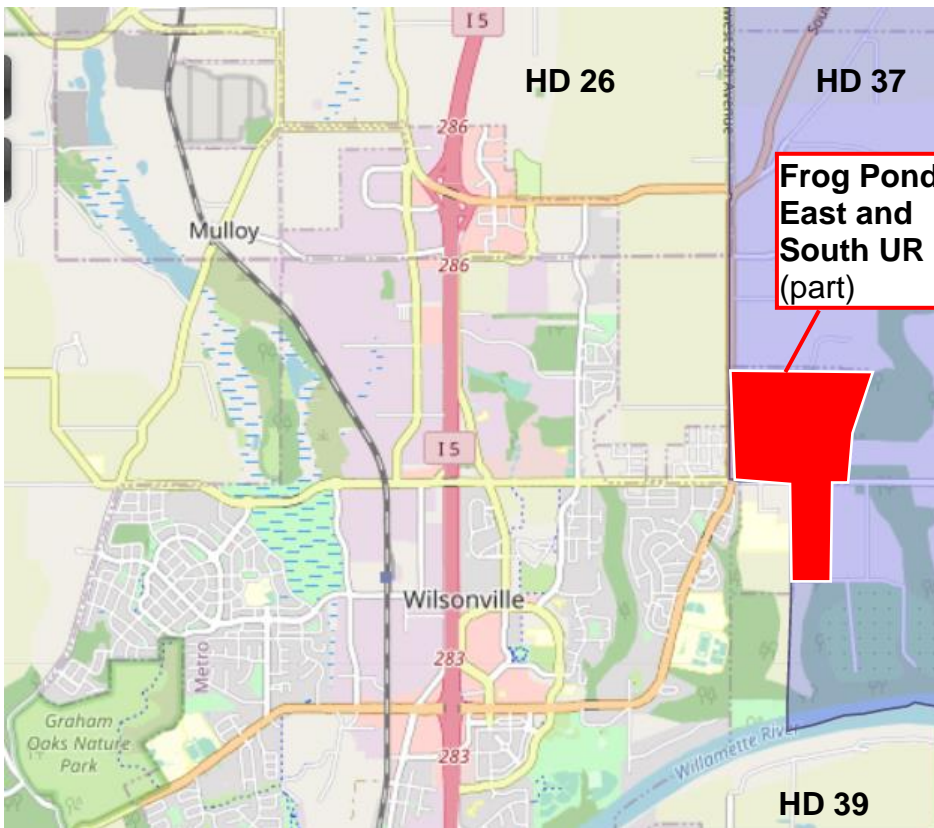


### Oregon House District 37 (shown in purple shade)

Current: 2011-2021



### Close-up of current HD 37 near Wilsonville



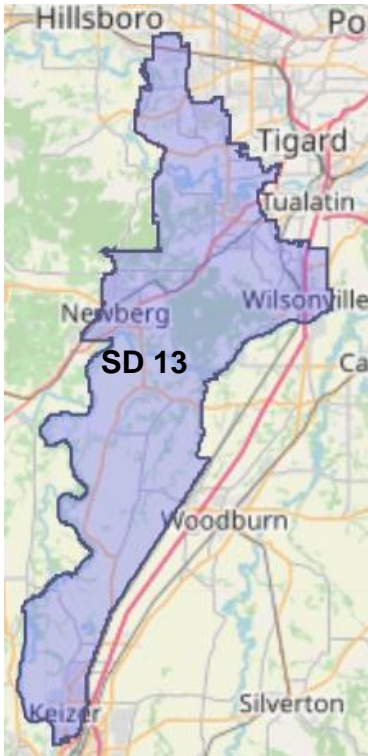
### NOTES:

- Frog Pond East and part of Frog Pond South Urban Reserves (UR) in HD 39.
- A portion of Frog Pond South UR was brought into UGB and then annexed into City limits for the Meridian Creek Middle School.

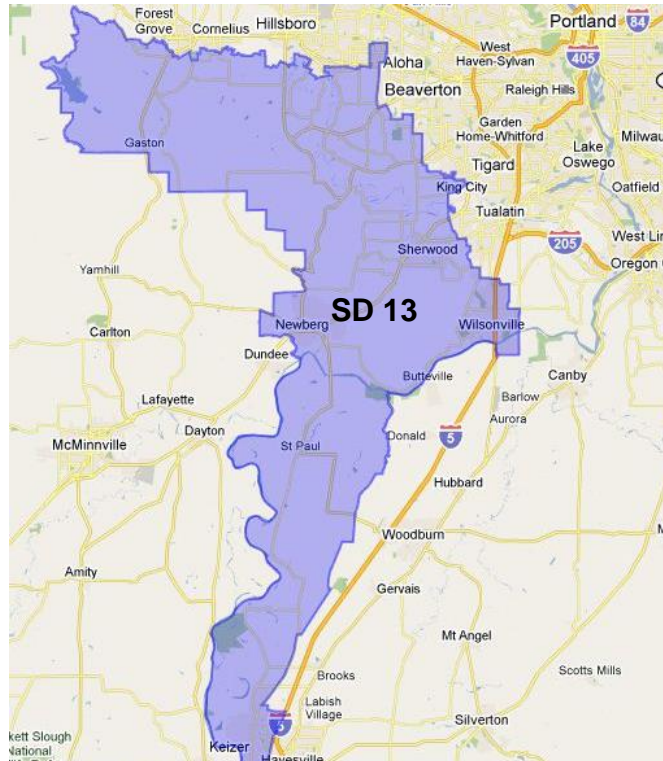


### Oregon Senate District 13 (shown in purple shade)

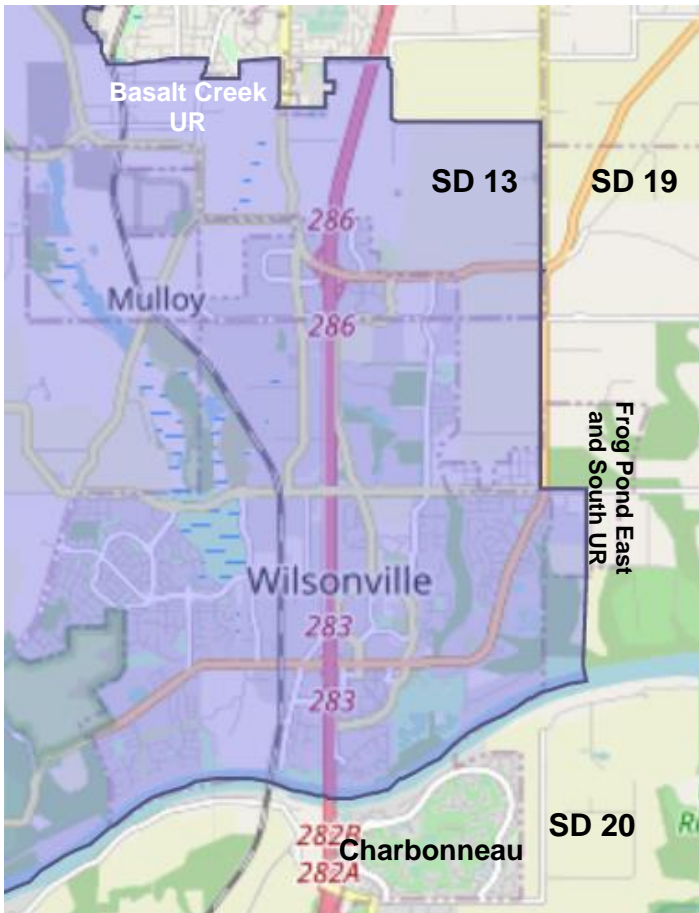
**Current: 2011-2021**



**Prior: 2001-2011**



### Close-up of current SD 13 near Wilsonville

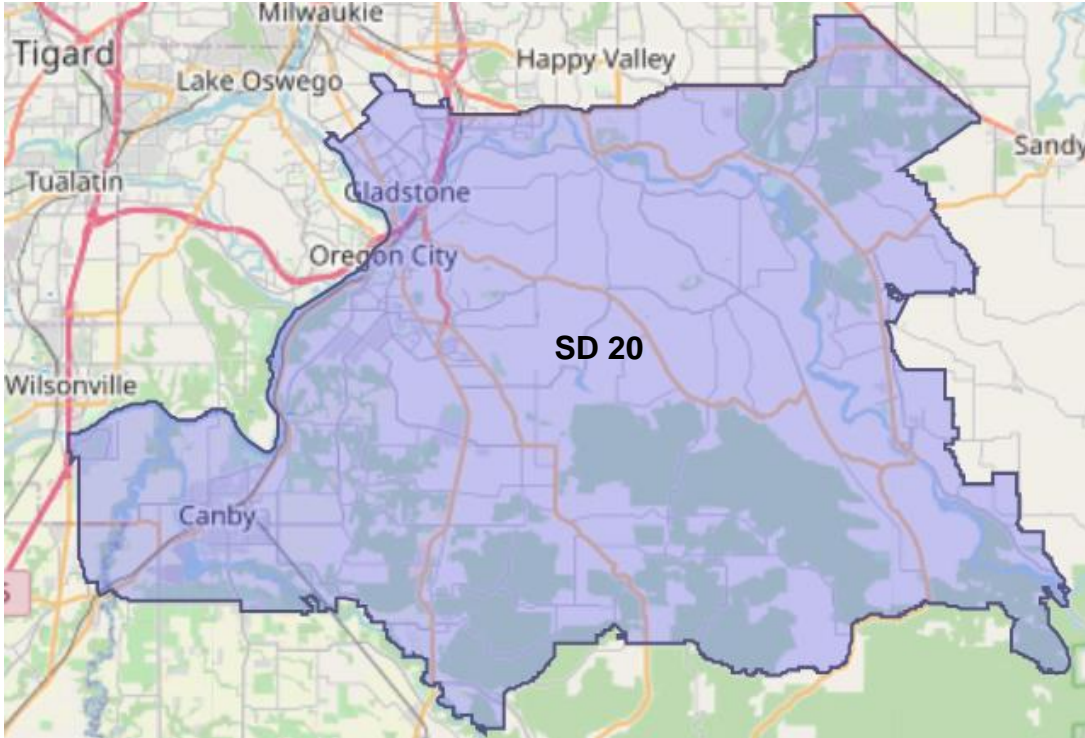


### NOTES:

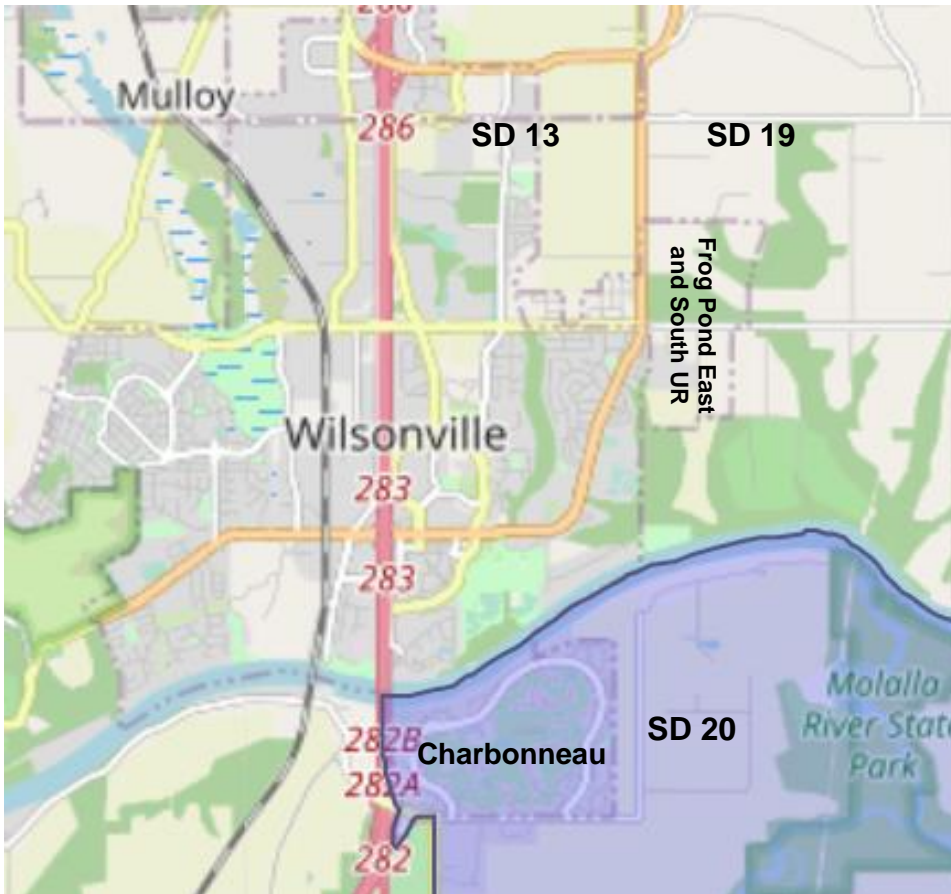
- Basalt Creek Urban Reserve (UR) is currently located in SD 13; prior to 2011 was in SD 19.
- Frog Pond East and South URs are currently located in SD 19; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in SD 19.
- Charbonneau District located in SD 20; prior to 2011 was part of SD 13.

### Oregon Senate District 20 (shown in purple shade)

Current: 2011-2021



Close-up of current SD 20 near Wilsonville



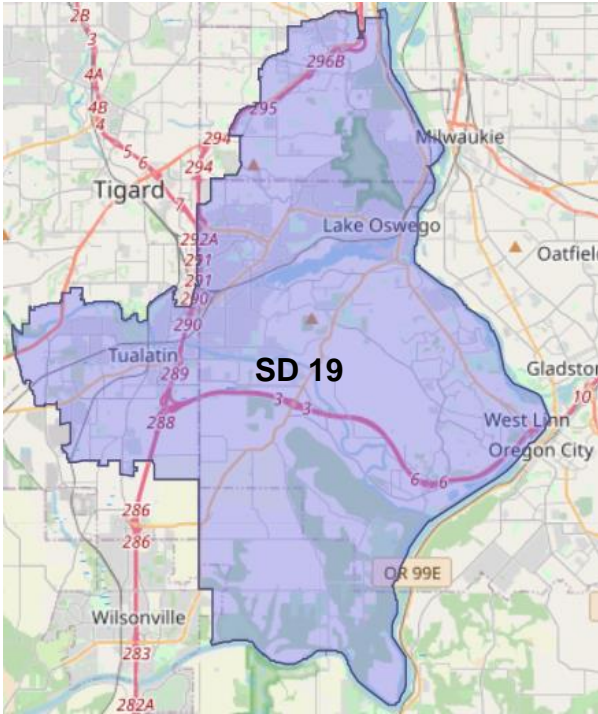
NOTES:

- Charbonneau District located in SD 20; prior to 2011 was part of SD 13.

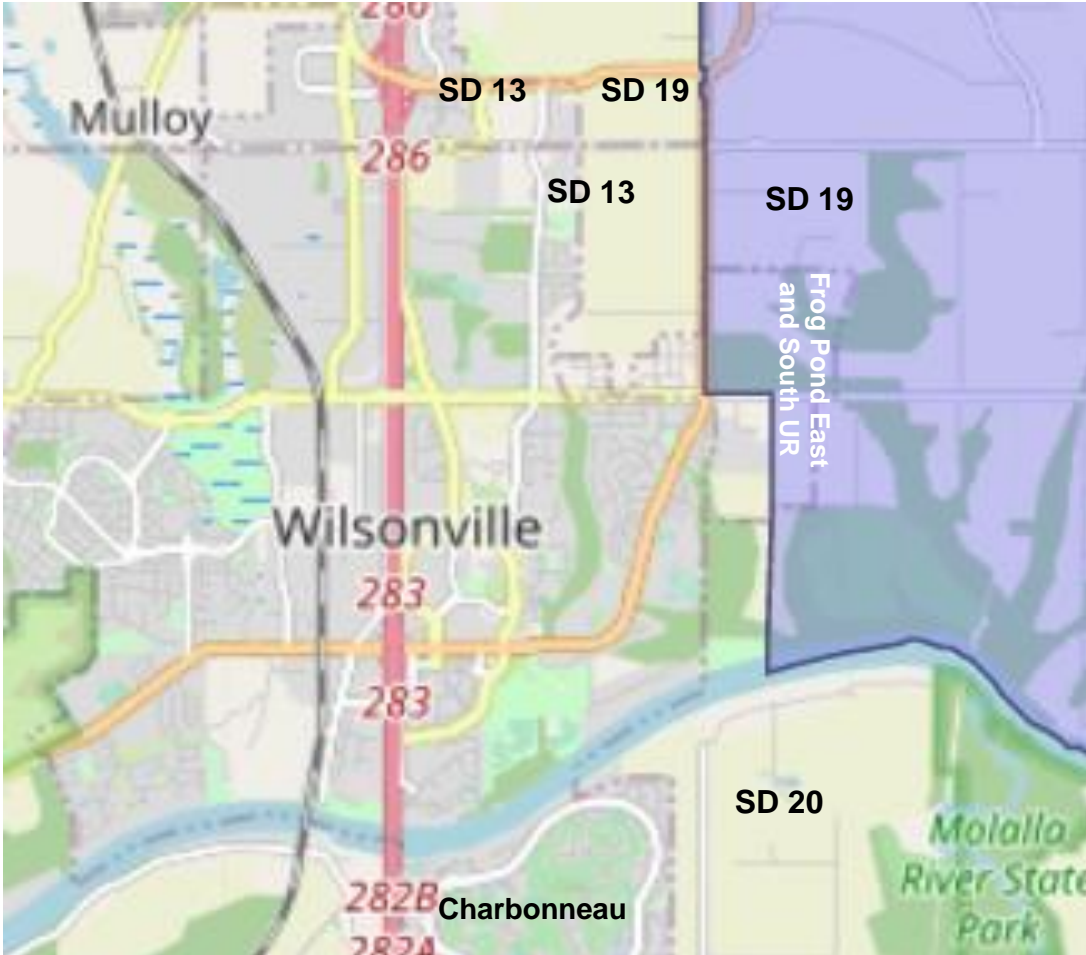


# Oregon Senate District 19 (shown in purple shade)

Current: 2011-2021



Close-up of current SD 19 near Wilsonville



**NOTES:**

- Frog Pond East and South URs are currently located in SD 19; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in SD 19.



# Oregon Redistricting

*Participate in your government's redistricting process -  
it only happens once every ten years!*

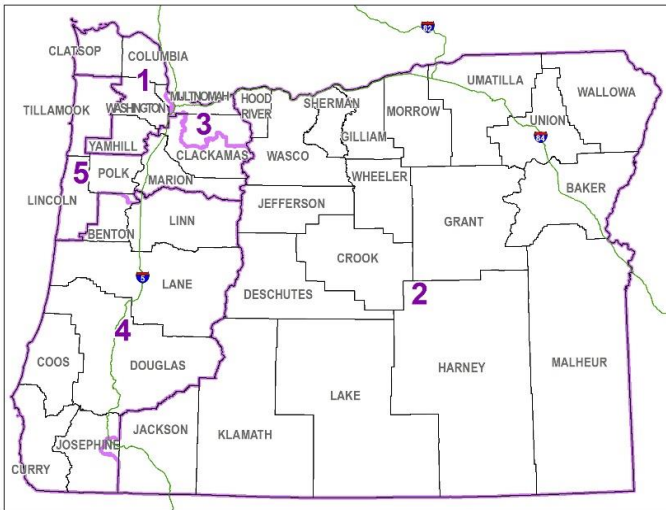
## Make Your Voice Heard – Testify Virtually!

The Oregon Legislature is in the process of redrawing the **Oregon House of Representatives, Oregon State Senate, and the U.S. Congressional District** lines.

**You are invited to engage in the redistricting process in an upcoming virtual hearing.**

The dates and times below are organized by district. Please look for your county or [click here](#) to find out which district you live in.

Virtual Hearings for Individuals Residing in:	Hearing Dates:	Hearing Times:
<b>District 1</b> (Clatsop, Columbia, part of Multnomah, Washington and Yamhill counties)	Tuesday, March 9	5:30 PM – 7:30 PM
	Saturday, March 20	9:00 AM – 11:00 AM
<b>District 2</b> (Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, part of Josephine, Klamath, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco and Wheeler counties)	Wednesday, March 10	5:30 PM – 7:30 PM
	Saturday, March 20	1:00 PM – 3:00 PM
<b>District 3</b> (Part of Clackamas and part of Multnomah counties)	Thursday, March 11	5:30 PM – 7:30 PM
	Saturday, April 10	9:00 AM – 11:00 AM
<b>District 4</b> (Part of Benton, Coos, Curry, Douglas, part of Josephine, Lane and Linn counties)	Tuesday, March 16	5:30 PM – 7:30 PM
	Saturday, April 10	12:00 PM – 2:00 PM
<b>District 5</b> (Part of Benton, part of Clackamas, Lincoln, Marion, part of Multnomah, Polk and Tillamook counties)	Thursday, March 18	5:30 PM – 7:30 PM
	Saturday, April 10	3:00 PM – 5:00 PM



## How to Give Your Input

[LEARN HOW TO TESTIFY VIRTUALLY](#) – Visit Oregon's Redistricting Website - [Español](#), [中文](#), [Tiếng Việt](#), [русский](#), [한국어](#), [Soomaalito](#), and additional languages

Learn how to testify by phone: (833) 588-4500

Submit written testimony to:

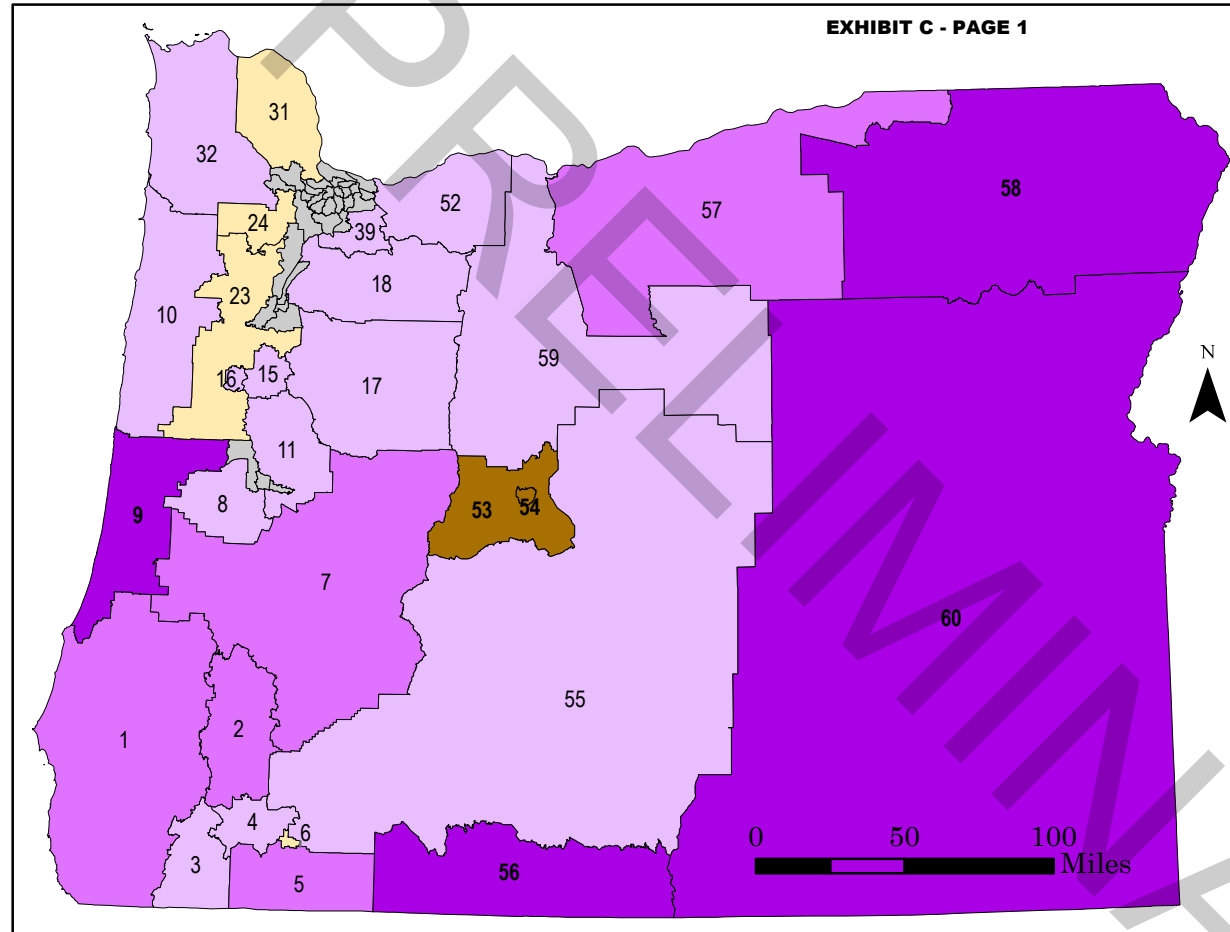
[Oregon.Redistricting@oregonlegislature.gov](mailto:Oregon.Redistricting@oregonlegislature.gov)

Questions/Interpretation Services/Audio and Visual Support - contact Oregon Legislative staff:

- [Patrick Brennan](#) (503) 986-1674
- [Michael Lantz](#) (503) 986-1736

[www.OregonLegislature.Gov/Redistricting](http://www.OregonLegislature.Gov/Redistricting)

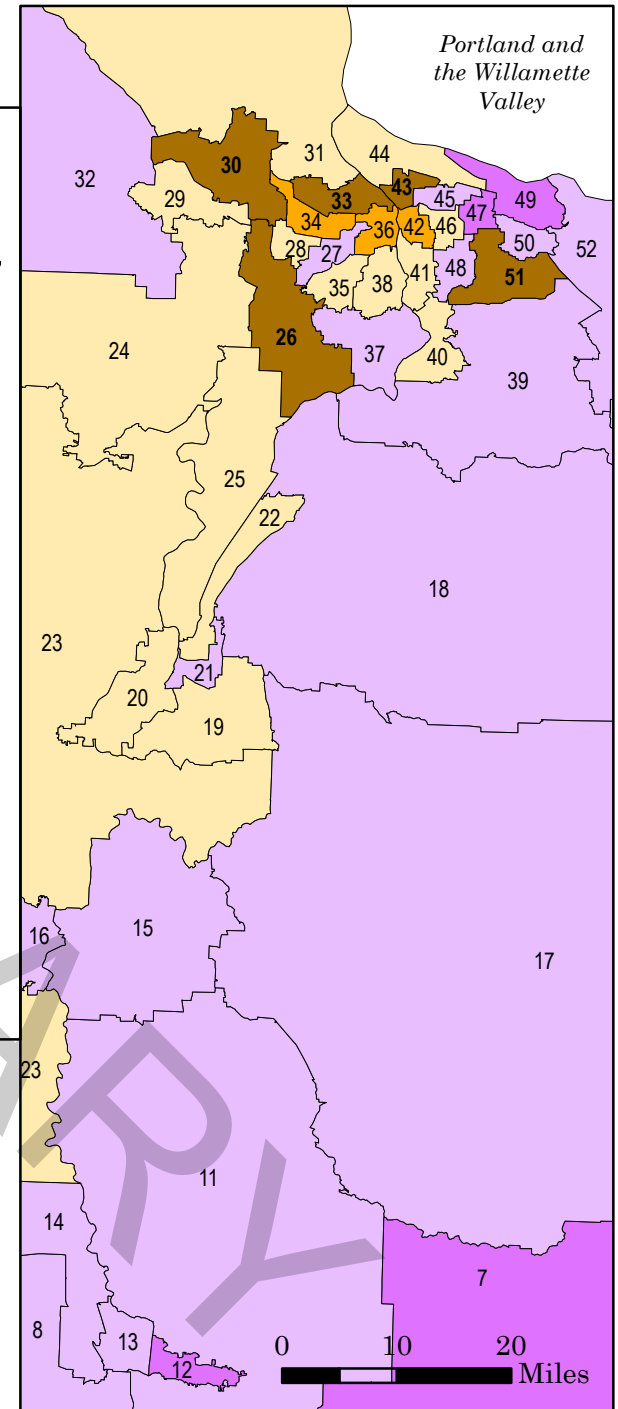
# PRELIMINARY MAP: Oregon House Districts: Estimated Deviance from Average Population (2019)



Average House District Population: 68,830  
Largest Negative Deviance: -7,474 (District 60)  
Largest Positive Deviance: +10,641 (District 30)

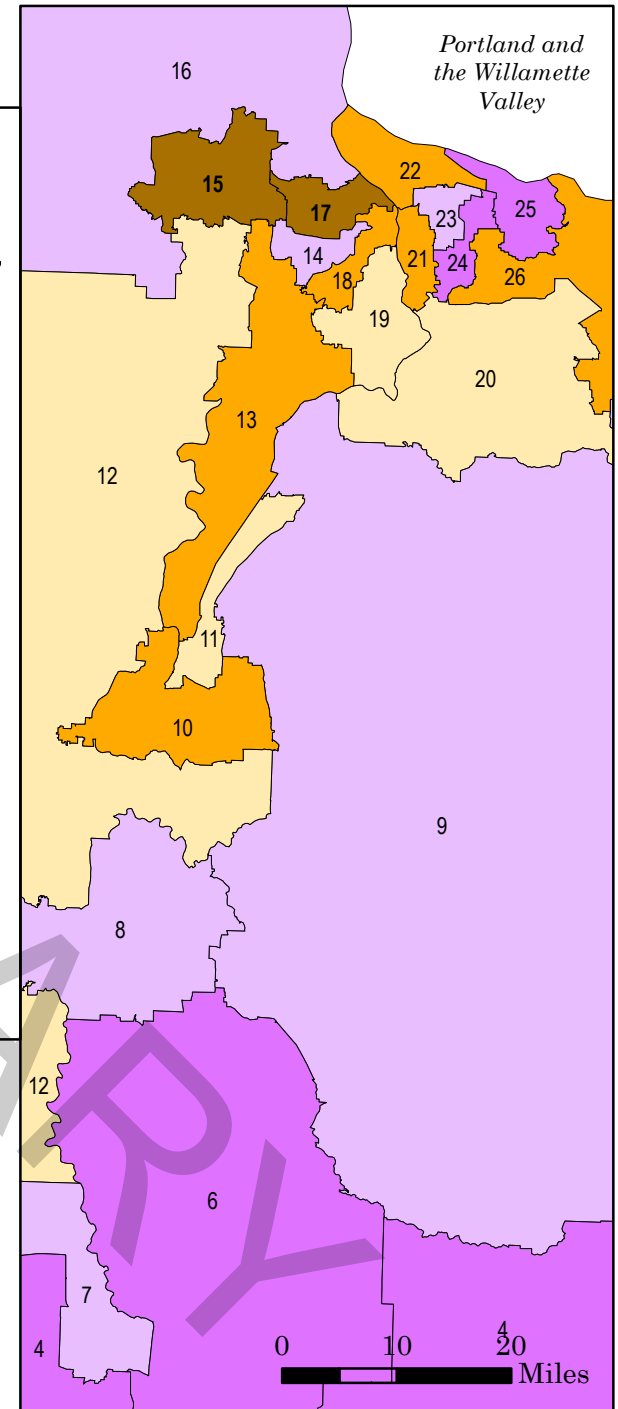
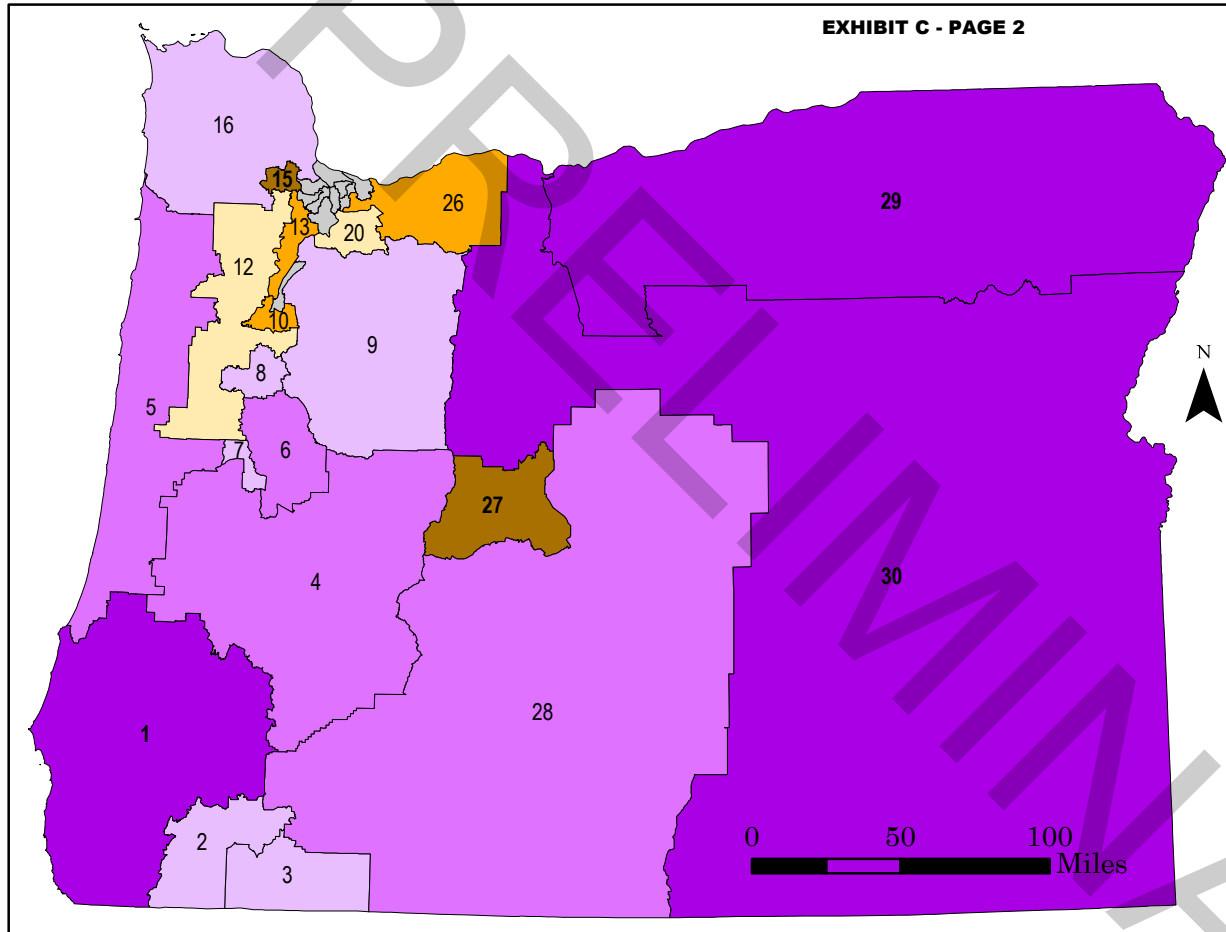
Map created February 12, 2021 by Legislative Policy and Research Center. Data from Census Bureau's American Community Survey 2015-2019 Estimates; shapefiles from Census Bureau. Margins of error not shown.

**\*NOTE\***: These numbers are estimates; the Census 2020 count may show different results.





# PRELIMINARY MAP: Oregon Senate Districts: Estimated Deviance from Average Population (2019)

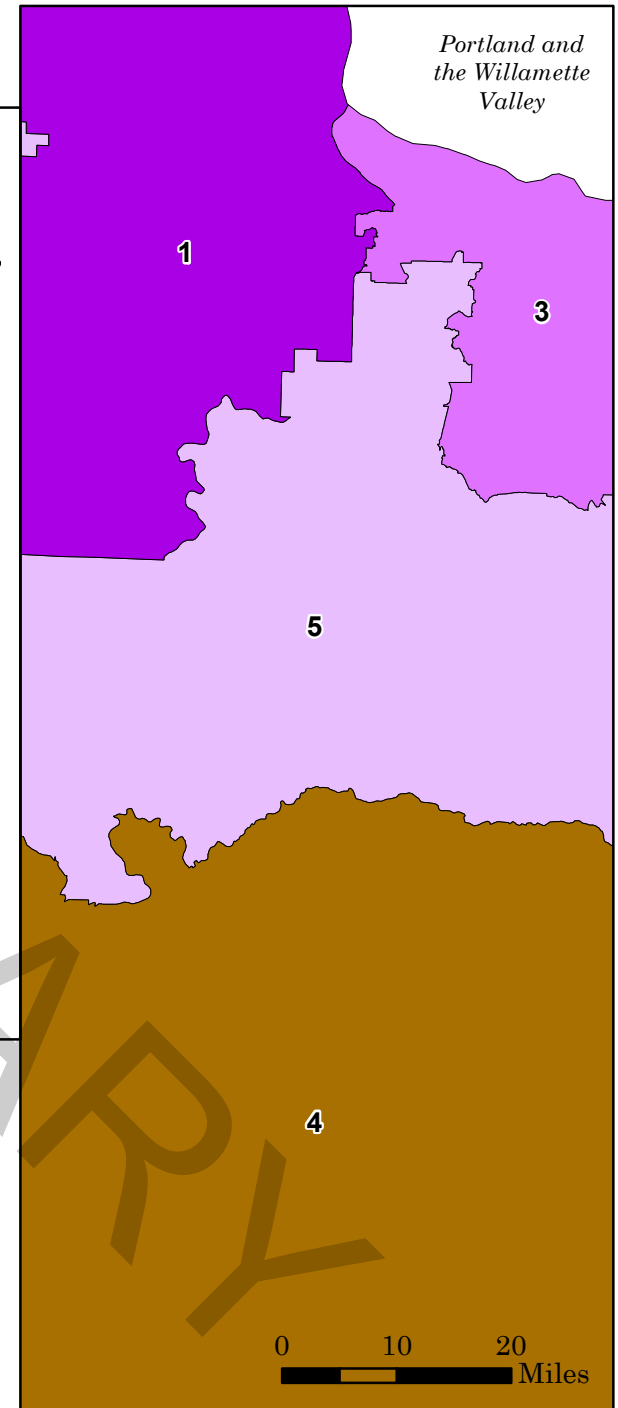
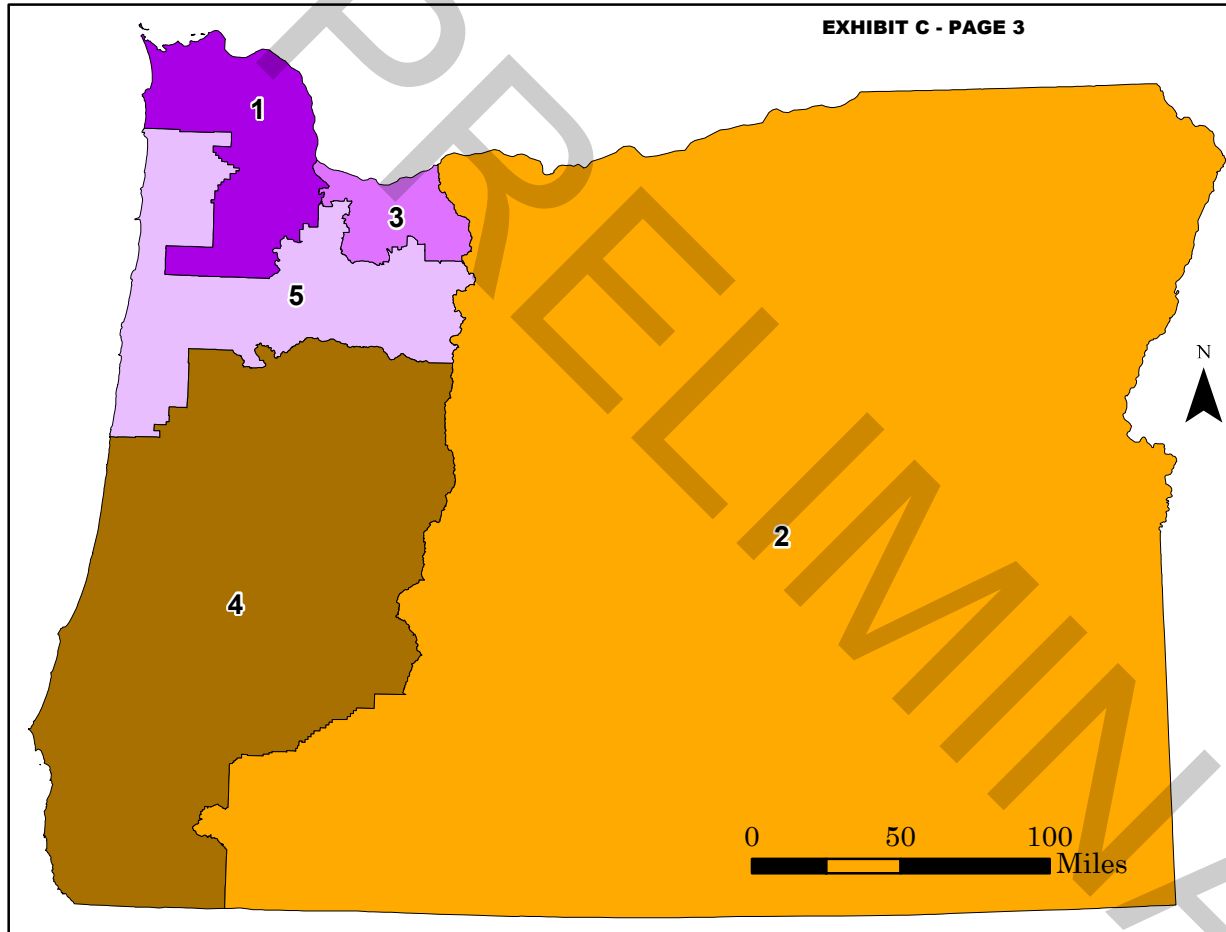







Average Senate District Population: 137,660  
Largest Negative Deviance: -9,879 (District 29)  
Largest Positive Deviance: +15,072 (District 27)

Map created February 12, 2021 by Legislative Policy and Research Center. Data from Census Bureau's American Community Survey 2015-2019 Estimates; shapefiles from Census Bureau. Margins of error not shown.

**\*NOTE\*: These numbers are estimates; the Census 2020 count may show different results.**

# PRELIMINARY MAP: Oregon Congressional Districts: Estimated Deviance from Average Population (2019)



 -22,767 (Dist. 4)	 +2,358 (Dist. 5)	 +16,991 (Dist. 1)
 -8,168 (Dist. 2)	 +11,584 (Dist. 3)	

Average Congressional District Population: 825,961  
Largest Negative Deviance: -22,767 (District 4)  
Largest Positive Deviance: +16,991 (District 1)

Map created February 12, 2021 by Legislative Policy and Research Center. Data from Census Bureau's American Community Survey 2015-2019 Estimates; shapefiles from Census Bureau. Margins of error not shown.

**\*NOTE\*: These numbers are estimates; the Census 2020 count may show different results.**



# REDISTRICTING

## BACKGROUND BRIEF

LPRO: LEGISLATIVE POLICY AND RESEARCH OFFICE

The United States Constitution requires a census every ten years to determine the number of people residing in each state. Once the population of each state has been determined, the 435 seats in the U.S. House of Representatives are redistributed based on population losses or gains in each state. This process is known as reapportionment.

Redistricting is the process of redrawing the district boundaries of state House, Senate, and Congressional districts. States take a variety of approaches to accomplish redistricting. Redistricting can be performed by the legislative, judicial, or executive branches, or by an independent commission. In Oregon, the state Constitution directs the Legislative Assembly to draw the district boundaries.

The Legislative Assembly draws maps to create districts that contain roughly equal populations for each of the three types of districts. In 2011, the ideal population for Oregon’s districts were as follows:

- 60 House districts of 63,851;
- 30 Senate districts of 127,702; and
- 5 Congressional districts of 766,215.

By law, the U.S. Census Bureau must send the numbers of seats allocated to each state in the House of Representatives by December 31<sup>st</sup> of years ending in zero (i.e., 2000, 2010, 2020, etc.) to the President. No later than April 1<sup>st</sup> of the following year, the U.S. Census Bureau must send population data to the states. In Oregon, the Legislative Assembly has until July 1<sup>st</sup> of the year following a census to pass redistricting legislation.

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Appendix 2: Initiatives, Referendums, and Referrals in Oregon .....	7
Appendix 3: Historic U.S. Supreme Court Cases.....	8

### WHO IS RESPONSIBLE FOR REDISTRICTING?

Under Article IV, Section 6 of the Oregon Constitution, the Legislative Assembly is responsible for drawing legislative and Congressional maps. Redistricting plans are passed as bills that attribute census blocks to each of the districts. [Senate Bill 989 \(2011\)](#) enacted the House and Senate districts and [Senate Bill 990 \(2011\)](#) enacted the

Congressional districts. As is the case with all bills, the Governor retains the power to veto the plans.

**Legislative.** If legislative maps are not enacted by July 1<sup>st</sup>, then the responsibility of drawing legislative maps or correcting for a specific problem falls to the Secretary of State. If state legislative maps are approved by the Governor, then an affected individual or group may petition the courts to address a grievance. In Oregon, all such challenges are reviewed directly by the Oregon Supreme Court. If the Court agrees with the challengers, then the Secretary of State is required to correct the plan. This process is different for the Congressional map.

**Congressional.** In the case of Congressional redistricting, if the Legislative Assembly fails to enact a plan or a plan is successfully challenged in court, a special judicial panel appointed by the Chief Justice of the Oregon Supreme Court is tasked with developing a Congressional plan.<sup>1</sup>

## OREGON'S CRITERIA AND PROCESS FOR REDISTRICTING

### Constitutional and Statutory Criteria

[ORS 188.010](#) describes the criteria used for creating legislative and Congressional districts in Oregon. As nearly as practicable, each district shall:

- be contiguous;
- utilize existing geographic or political boundaries (see Figure 1);
- be of equal population (see Figure 2, page 3);
- not divide communities of common interest; and
- be connected by transportation links.

The law also specifies that no district is to be drawn to favor any political party, incumbent legislator, or other person. Additionally, districts may not dilute the voting strength of any language or ethnic minority group.

“Communities of common interest” is a broad term that can mean any subpopulation that expresses an interest in occupying the same district and is not limited to ethnic or racial minority blocs (see Appendix 1 for Oregon’s legislative redistricting history).

The Oregon Supreme Court has not had an opportunity to thoroughly consider what compliance with these sections requires but has generally recognized the discretion of

#### Figure 1: Protecting County Boundaries

The Oregon Constitution also includes Article IV, Section 7, which states:

A senatorial district, when more than one county shall constitute the same, shall be composed of contiguous counties, and no county shall be divided in creating senatorial districts.

However, the Oregon Supreme Court has found that Article IV, Section 7 does not create additional responsibilities beyond what is found in ORS 188.010 because to comply with the U.S. Constitution, districts must be changed without regard to county lines. In other words, because a strict application of Section 7 would cause population deviations well beyond those acceptable under the Fourteenth Amendment, county boundaries can only be a factor to consider.

Source: Legislative Policy and Research Office

<sup>1</sup> [HB 2887 \(2013\)](#)



the Legislative Assembly or Secretary of State when considering how criteria will be weighed against one another.<sup>2</sup>

Additionally, the Oregon Constitution requires that two House districts be “nested” in each Senate district, meaning that each Senate district must comprise exactly two distinct House districts.<sup>3</sup>

Finally, Oregon, like many states, has a provision in its constitution requiring that elections be “free and equal.”<sup>4</sup> The meaning of this provision has rarely been raised before Oregon courts, though it was included, and later dismissed, in a challenge to the 2001 maps.<sup>5</sup> However, similar provisions in other states have been used to overturn maps considered to favor one political party. For instance, in 2018, the Pennsylvania Supreme Court used the state’s “free and equal” clause to strike down a map that resulted in Democrats winning only five of 18 Congressional seats, despite receiving close to 50 percent of the statewide vote in each of those elections.<sup>6</sup>

#### Figure 2: Oregon’s Equal Population Requirement

The Oregon Constitution adds to the federal requirements contained in the Constitution and federal statute. Article IV, Section 6 (1) affirms the federal requirement that the target population for each House and Senate district is to be determined by dividing the total population by the number of House and Senate seats respectively. However, it does not further specify what level of deviation from the target population is permitted. Historically, some deviation has occurred. For instance, districts created for the 2011 Oregon Senate map varied by as many as 1,984 people, or a total of 1.55 percent of the target population.

Oregon courts have not declared what level of deviation will comply with the Oregon Constitution, though the Oregon Supreme Court has stated no text, context, or history requires strict equality. It has also stated that the Secretary of State’s decision to adopt a plus-or-minus one percent deviation standard for the 1991 redistricting effort was in line with the constitution. Thus, it is likely that some amount of deviation for Oregon House and Senate districts is acceptable under the Oregon Constitution, though it is unclear whether a deviation of 10 percent, as presumptively allowed under federal law, would also be acceptable under the state constitution.

Source: Legislative Policy and Research Office

### Oregon’s Redistricting Process

Oregon law requires public hearings throughout the state at various points in the redistricting process.<sup>7</sup> The Legislative Assembly or Secretary of State is required to hold at least ten public hearings throughout the state *prior* to proposing a redistricting plan and to hold five public hearings *after* plans have been proposed; these final five hearings are required to occur, provided they not delay the adoption of the plan.<sup>8</sup> These hearings must include:

<sup>2</sup> *Hartung v. Bradbury*, 332 Or. 570, 587 (2001)

<sup>3</sup> Or. Const. art. IV, sect. 6

<sup>4</sup> Or. Const. art. I, sect. 2

<sup>5</sup> *Bradbury* 332 Or. at 584

<sup>6</sup> *League of Women Voters v. Commonwealth*, 645 Pa. 1, 37 (2018)

<sup>7</sup> [HB 2974 \(2015\)](#)

<sup>8</sup> ORS 188.016

- at least one hearing in each Congressional district;
- at least one hearing in areas that have experienced the largest shifts in population since the previous redistricting; and
- provision for individuals at remote sites throughout the state to provide public testimony through the use of video equipment.

(Please see Appendix 2 for redistricting initiatives, referendums, and referrals in Oregon.)

## **FEDERAL CRITERIA AND JUDICIAL INTERPRETATIONS FOR REDISTRICTING**

Federal criteria relating to redistricting can be found in the United States Constitution, the Fourteenth Amendment, and the Voting Rights Act of 1965.

### **The United States Constitution – Strict Equality**

The Constitution requires members of the House of Representatives be elected every two years. The U.S. Supreme Court has interpreted that each person’s vote should, as nearly as practicable, have the same weight as another’s within a state.<sup>9</sup> In this case, “as nearly as practicable” is defined as mathematical equality being achieved, or a state giving a good-faith effort to do so.<sup>10</sup> If a deviation in a redistricting plan is challenged and the challengers show that deviation could have been reduced or eliminated, then the state must amend the plan or prove the deviation exists in order to fulfil another criteria.<sup>11</sup>

### **U.S. Supreme Court – The 14<sup>th</sup> Amendment, Voting Rights Acts, and Case Law**

**Legislative District Population.** The Fourteenth Amendment protects the right to vote in state elections and requires both chambers of a state’s legislature to be redistricted based on population.<sup>12</sup> The U.S. Supreme Court has held that legislative plans with population deviations less than 10 percent are defensible.<sup>13</sup> Whether this same standard exists under the Oregon Constitution is not clear. (Please see Appendix 3 for historic U.S. Supreme Court cases.)

**Racial Gerrymandering.** The Fourteenth Amendment restricts legislatures from separating populations into different districts based on race without a narrow, compelling legislative interest. One permissible legislative interest would be the formation or protection of a majority-minority district under the Voting Rights Act of 1965.<sup>14</sup> This type of district is one created specifically to allow a racial- or language-minority group to elect the candidate of their choice. To determine whether such a group exists, the U.S. Supreme Court created a three-pronged test. If all three elements are met, the district may not be divided.

<sup>9</sup> *Wesberry v. Sanders*, 376 U.S. 1, 7-8 (1964)

<sup>10</sup> *Kirkpatrick v. Preisler*, 394 U.S. 526, 530-31 (1969)

<sup>11</sup> *Karcher v. Daggett*, 462 U.S. 725, 730-31 (1983)

<sup>12</sup> *Reynolds v. Sims*, 377 U.S. 533, 568 (1964)

<sup>13</sup> *Evenwel v. Abbott*, 136 S. Ct. 1120, 1124 (2016)

<sup>14</sup> *Thornburg v. Gingles*, 478 U.S. 30, 43 (1986)

The test requires:

- The group is large and compact enough to create a majority in a single-member district;
- The group is politically cohesive and will likely vote as a bloc; and
- A white majority generally votes en bloc and defeats the minority's candidate of choice.<sup>15</sup>

**Political Gerrymandering.** State law prohibits plans which favor any political party, incumbent member, or another person. Challenges brought under this section can only be considered in the state court. There is no comparable federal legislation on this matter. The U.S. Supreme Court recently decided that cases relating to partisan gerrymandering are beyond its federal scope, essentially leaving these questions to be dealt with in state courts.<sup>16</sup>

### STAFF CONTACT

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*Please note that the Legislative Policy and Research Office provides centralized, nonpartisan research and issue analysis for Oregon's legislative branch. The Legislative Policy and Research Office does not provide legal advice. Background Briefs contain general information that is current as of the date of publication. Subsequent action by the legislative, executive, or judicial branches may affect accuracy.*

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<sup>15</sup> *Id.* at 49

<sup>16</sup> *Rucho v. Common Cause*, 139 S. Ct. 2484, 2491 (2019)

**APPENDIX 1: OREGON'S LEGISLATIVE REDISTRICTING HISTORY**

<p><b>1961</b></p> <ul style="list-style-type: none"><li>• The Legislative Assembly enacted a state legislative redistricting plan that was challenged and overturned because of under-representation in Multnomah and Lane Counties. The Supreme Court approved adjustments made by the Secretary of State.</li></ul>
<p><b>1971</b></p> <ul style="list-style-type: none"><li>• No state legislative redistricting plan was enacted. Plans were drawn by the Secretary of State.</li></ul>
<p><b>1981</b></p> <ul style="list-style-type: none"><li>• The Legislative Assembly enacted a state legislative redistricting plan that was challenged and overturned because one district was left without a Senator for two years. The Supreme Court approved adjustments made by the Secretary of State.</li></ul>
<p><b>1991</b></p> <ul style="list-style-type: none"><li>• The Legislative Assembly failed to enact a legislative redistricting plan. After court challenges and minor modifications, the Secretary of State's legislative district plan was approved by the Supreme Court.</li></ul>
<p><b>2001</b></p> <ul style="list-style-type: none"><li>• The Legislative Assembly approved legislative and Congressional redistricting plans. However, both plans were vetoed by the Governor and responsibility for preparing a plan fell to the Secretary of State. The Supreme Court affirmed one court challenge because the prison population in Sheridan was put outside the city by the federal census. Upon correction, the Secretary of State's plan was approved.</li></ul>
<p><b>2011</b></p> <ul style="list-style-type: none"><li>• The Legislative Assembly enacted a legislative redistricting plan, Senate Bill 989, and a Congressional redistricting plan, Senate Bill 990. Both plans were signed by Governor John Kitzhaber and neither plan was the subject of a successful court challenge. The average deviation in Oregon legislative districts was less than one percent. For Congressional districts, the deviation was zero in two districts; plus one person in one district; and minus one person in two districts.</li></ul>

Source: Legislative Policy and Research Office



**APPENDIX 2: INITIATIVES, REFERENDUMS, AND REFERRALS IN OREGON**

1910 - Measure 4 fails

- Would have provided separate districts for each state senator and representative.

1914 - Measure 25 fails

- Would have amended the Oregon Constitution to require proportional representation.

1950 - Measure 8 fails

- Would have amended the Oregon Constitution related to legislative representation and reapportionment.

1952 - Measure 18 passes

- Amended the Oregon Constitution related to legislative senator and representative apportionment enforcement.

1954 - Measure 2 passes

- Subdivided counties for electing state legislators.

1962 - Measure 8 fails

- Would have amended the Oregon Constitution related to legislative apportionment.

1972 - Measure 2 passes

- Repealed requirements for the decennial state census.

1986 - Measure 2 passes

- Amended the Oregon Constitution related to legislative district reapportionment procedures after the federal census.

2008 - Measure 55 passes

- Amended the Oregon Constitution related to changing the operative date of redistricting plans allowing affected legislators to finish their term in their original districts.

2020 - Initiative Petition 5 withdrawn

- Would have established a Citizen Commission for Legislature Redistricting.

2020 - Initiative Petitions 57, 58, and 59 pending

- Attempting to establish the Citizens' Redistricting Commission

Source: Legislative Policy and Research Office

### APPENDIX 3: HISTORIC U.S. SUPREME COURT CASES

#### Equal Protection

- *Baker v. Carr*, 369 U.S. 186 (1962)
- *Shaw v. Reno*, 509 U.S. 630 (1993)

#### Racial Gerrymandering

- *Miller v. Johnson*, 515 U.S. 900 (1995)
- *Bush v. Vera*, 517 U.S. 952 (1996)
- *Ala. Legislative Black Caucus v. Alabama*, 135 S. Ct. 1257 (2015)
- *Cooper v. Harris*, 137 S. Ct. 1455 (2017)

#### Partisan Gerrymandering

- *Rucho v. Common Cause*, 139 S. Ct. 2484 (2019)

#### Minority Vote Dilution

- *Thornburg v. Gingles*, 478 U.S. 30 (1986)

#### Total Eligible Population

- *Wesberry v. Sanders*, 376 U.S. 1 (1964)
- *Reynolds v. Sims*, 377 U.S. 533 (1964)
- *Gaffney v. Cummings*, 412 U.S. 735 (1973)
- *Karcher v. Daggett*, 462 U.S. 725 (1983)
- *Evenwel v. Abbott*, 136 S. Ct. 1120 (2016)

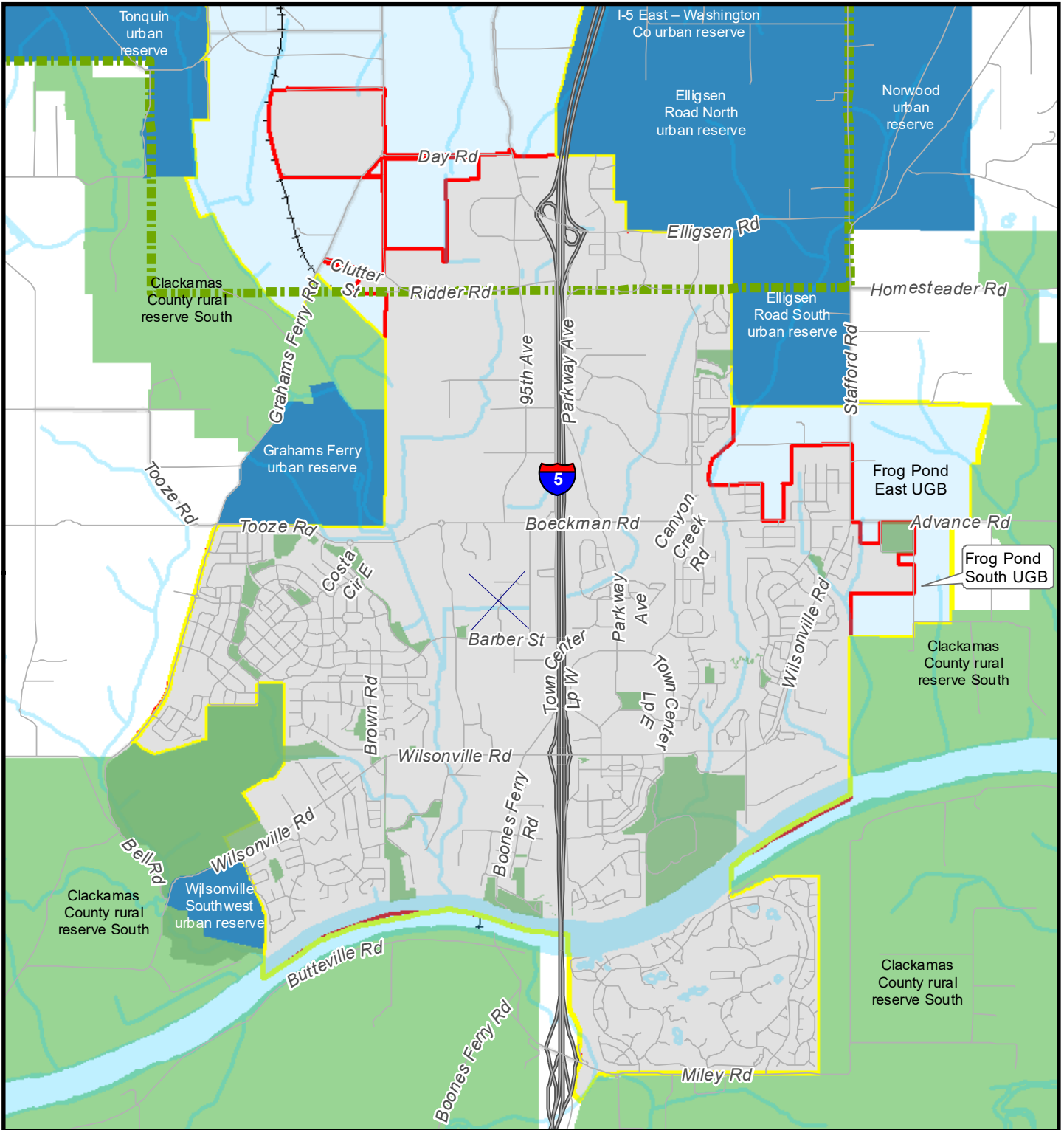
#### Compactness

- *Bush v. Vera*, 517 U.S. 952 (1996)

#### Oregon Supreme Court Cases

- *Ater v. Keisling*, 312 Or. App. 207 (1991)
- *Hartung v. Bradbury*, 332 Or. App. 570 (2001)

Source: Legislative Policy and Research Office



**The City of Wilsonville, Oregon**

Clackamas and Washington Counties



- Urban reserves
- Rural reserves
- UGB Area
- Wilsonville City Limits
- County Boundary



3/8/2021

0 Miles 0.5





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May 24, 2011

**Testimony of Wilsonville City Councilor Scott Starr  
Before the Oregon Senate and House Committees on Redistricting  
Pertaining to Proposed Options for the City of Wilsonville**

Good day Chair Bonamici and Co-Chairs Lindsay and Garrett, and Members of the Senate and House Committees on Redistricting:

My name is Scott Starr and I serve as a City Councilor for the City of Wilsonville. I am here today before you to express the position of the Wilsonville City Council pertaining to Legislative and Congressional redistricting.

As a matter of principal, the City of Wilsonville supports a redistricting plan that maintains the city as one “community of common interest,” as defined in ORS 188.010(1)(d), and opposes a plan that may divide our community between districts.

The City of Wilsonville supports Oregon legislative redistricting Option 2 with minor modifications. The City’s support for Option 2 with slight changes is based on the principal that Option 2 keeps Wilsonville united as one community of interest with consistent representation by both one member of the House (in House District 26) and one member of the Senate (in Senate District 13).

Option 1 on the other hand splits the entire southern portion of Wilsonville away from the main community, unfairly dividing our community of common interest. Option 1 unreasonably splits off into different districts approximately 8,000 residents who reside in South Wilsonville and the Charbonneau area from 11,500 residents in the remaining portions of the city. *Please see Attachment 1: Wilsonville-Area Census Population Data.*

The City respectfully requests a slight modification of the district boundaries as shown by Option 2 to include two areas adjacent to the City that lie within the Urban Growth Boundary (UGB). These Wilsonville UGB expansion areas include the 180-acre Frog Pond residential area to the east and the 595-acre Basalt Creek industrial area to the northwest. The City notes that Option 1 did place these UGB expansion areas with the primary district that represents most of the city. *Please see Attachment 2: Wilsonville UGB-Expansion Areas.*

Wilsonville’s support for Option 2 and request for a minor modification is based on three key redistricting principals:

1. Utilize existing geographic or political boundaries;
2. Do not divide communities of common interest;
3. Be connected by transportation links.

**Utilize existing geographic or political boundaries:** Option 2 utilizes the existing city-limit boundary for Wilsonville. By including Wilsonville’s UGB expansion areas into the same district, the legislature is better able to utilize an existing political boundary. Option 1 appears to ignore existing geographic or political boundaries.

**Do not divide communities of common interest:** Maintaining a community of common interest is important for a rapidly growing community. City leadership felt so strongly about this issue that in 2004 the City arranged a “land swap” between the Sherwood and West Linn-Wilsonville school districts so that children residing in the new Villebois development of western Wilsonville would attend school with other Wilsonville children. Option 1 blatantly divides the City’s community of common interest, while Option 2 maintains most of the city’s common community interest.

Already, many residents who reside in the UGB expansion areas view themselves as “Wilsonville residents” or conduct activities like shopping, worshipping and socializing in Wilsonville. Thus, Option 2 could be improved by adding these UGB expansion areas to the Wilsonville districts.

**Be connected by transportation links:** Option 1 uses transportation links to divide the community; whereas Option 2 recognizes that these transportation links—namely I-5 and Wilsonville Road—unite the community. The transportation links of Boeckman and Stafford Roads unite the Frog Pond UGB expansion area with the rest of the community. Similarly, Boones Ferry and Graham Ferry Roads and Day Street unite the Basalt Creek UGB expansion area with the City.

**Proportionally equal districts:** Finally, regarding the matter of proportional representation, the City believes that modifying the district boundaries in Option 2 to relocate the Frog Pond and Basalt Creek UGB expansion areas into the City’s House and Senate districts would cause minimal disruption to creating proportionally equal districts. This is because these UGB expansion areas are located on unincorporated county lands that are currently sparsely populated.

**Congressional redistricting:** Regarding the proposed Congressional redistricting options—all of which treat Wilsonville similarly by dividing the community along county boundary lines—the City has no preferred option. The City’s preference would be to have all of the City and UGB expansion areas in the same Congressional district.

In summary, the City of Wilsonville supports primarily Oregon legislative redistricting Option 2 with minor modifications that include the City’s Frog Pond and Basalt Creek UGB expansion areas into the City’s House and Senate districts. *For additional legal arguments underpinning the City’s case, please see Attachment 3, Letter from City Attorney Michael E. Kohlhoff pertaining to Redistricting.*

I thank you for your time today and welcome any questions that you may have. Thank you.

###

**Attachment 3**



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May 23, 2011

Honorable Suzanne Bonamici, Chair  
Senate Committee on Redistricting  
900 Court St NE  
Salem OR 97301

Honorable Chris Garrett, Co-Chair  
House Committee on Redistricting  
900 Court St NE  
Salem OR 97301

Honorable Shawn Lindsay, Co-Chair  
House Committee on Redistricting  
900 Court St NE  
Salem OR 97301

**Re: Redistricting**

Honorable Chair Bonamici, Co-Chairs Garrett and Lindsey, and Committee Members:

On behalf of the City of Wilsonville, the City prefers that the City be retained in one house district (26) and one senate district (13), and not be divided into separate housing and senate districts. Therefore, the City respectfully requests the Option 1 plan for the Wilsonville area be withdrawn and replaced by the Option 2 plan or, at the very least, a third option be adopted maintaining the City as a whole.

Ultimately a plan of reapportionment may go before the Oregon Supreme Court, whose original jurisdiction it is to determine whether a plan of reapportionment "complies with subsection (1) of this section [Or Const., Art. IV, § 6] and all law applicable thereto." Or Const., Art. IV, § 6(3)(c); *Hartung v. Bradbury*, 332 Or 570, 585, 33 P2d 972 (2001).

One such applicable law, ORS 188.010 provides:

"The Legislative Assembly or the Secretary of State, whichever is applicable, shall consider the following criteria when apportioning the state into congressional and legislative districts:

"(1) Each district, as nearly as practicable, shall



**EXHIBIT G - PAGE 2**

Senate and House Committee on Redistricting  
May 23, 2011  
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- "(a) Be contiguous;
- "(b) Be of equal population;
- "(c) Utilize existing geographic or political boundaries;
- "(d) Not divide communities of common interest; and
- "(e) Be connected by transportation links.

"(2) No district shall be drawn for the purpose of favoring any political party, incumbent legislator or other person.

"(3) No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.

"(4) Two state House of Representative districts shall be wholly included within a single state senatorial district."

The Legislative Assembly also has directed the Secretary of State to promulgate rules regarding apportionment. ORS 188.015. While the rules are directed to the Secretary of State, they are instructive insofar as they address compliance as to ORS 188.010(1). Of particular relevance is OAR 165-008-0060, which provides:

"\* \* \*

"(2) Compliance with the criteria of ORS 188.010(1) shall be to the maximum extent practicable. The following interpretations will be made of specific criteria:

"(a) 'Utilize existing geographic or political boundaries.' When possible, districts will be drawn to utilize county lines and to maintain cities within a single district;

"(b) 'Not divide communities of common interest.' Where urban neighborhoods, rural communities or other communities can be identified, an effort will be made to retain that community within a single district. Consideration will be given to market areas covered by local media;

"(c) 'Be connected by transportation links.' Road connections of at least a county road should be available within the district from one area of the district to another. This does not apply to unpopulated areas of the district."

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The Oregon Supreme Court clearly recognizes, in balancing the requisite standards and criteria, the "broad discretion vested in the legislature in applying the constitutional formula for apportionment." 382 Or at 587, citing to *Ater v. Kiesling*, 312 Or 207 at 213, 819 P2d 296.

Challengers of redistricting plans face a high bar. Mere allegations that certain criteria were not sufficiently addressed, or that a particular criteria deserves more attention than others, cannot overcome the deference the court gives apportionment decisions. This holds whether those decisions are by the Secretary of State or the legislature. As the *Hartung* court stated:

“[T]his court will void a reapportionment plan only if we can say from the record that the Secretary of State did not consider one or more criteria or, having considered them all, made a choice or choices that no reasonable Secretary of State would have made. A party challenging a reapportion plan has the burden to show that one of those circumstances is present.” *Hartung*, supra at 587.

Here the record demonstrates that: 1) Legislative Plan 1 proponents did not consider two of the key criteria for redistricting, and 2) even if the criteria were indeed applied, Plan 1 proponents made a choice that no reasonable legislature would make.

The criteria that districts be contiguous and of equal population are so fundamental as not to bear on a challenge such as this. In the context of alternative plans, these two criteria are macro level requirements, and because they are met by all the competing plans, do not assist us distinguishing alternative proposals. The existence of certain transportation links is similarly unhelpful, especially where, as here, we are dealing with a portion of metropolitan region characterized by “connectedness.”

Yet these are the criteria that formed the basis for Legislative Plan 1, particularly as the discussion related to the contours of the district in the Wilsonville area. How then does the record show that the “community of common interest,” or the “utilize existing political boundaries” criteria were treated? Answer: the plan proponents did not analyze, factor in, *or even mention* utilizing existing city boundaries or retaining communities of interest. These are the two criteria that, if applied, would make a substantive difference in the shape of the district in the Wilsonville area. Yet the record shows that they were completely ignored. This does not comport with the rational and consistent reapportionment the constitution requires.

If those testifying in the record mentioned these criteria, perhaps it can be said that the proponents “considered” them. While this is gratuitous, it nevertheless cannot rescue the choice of Plan 1 from the category of unreasonable. Consider – if one were to try to be unreasonable in making a choice in this area – what would one do? One would place all of the emphasis on the criteria that, while relatively “unweighty,” favored its position, and then either ignore, or give short shrift to, the criteria that really mattered (i.e., made a difference). Not splitting cities has been described as a “principle” by the Secretary of State in the *Hartung* case. “Keeping cities whole” is the legislative desire. It goes without saying that splitting Wilsonville in two does not

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respect its political boundary and fragments it into communities of interest separated by an intra-city street (Wilsonville Road in this instance). The record shows – indeed, it goes without saying – that the city has a commonality of interest which is fractured by district lines. In a community that is functionally and perceptively a single unit, those on one side of Wilsonville Road will have a completely different context for its political expression than those on the other side. This, we would submit, is a glaring example of unreasonableness. If Legislative Plan 1 proponents considered the principle of keeping cities whole and respecting common interests, its action belies a choice devoid of rationale.

The report for the District 26 apportionment provided by the legislature begins, "This district contains much of the southern portions of the Tualatin Valley, including much of the Tualatin River Watershed from Western Washington County to its confluence with the Willamette River in Clackamas County."

No part of Wilsonville is in the Tualatin River Watershed. If Wilsonville is considered part of the Tualatin Valley, then all of Wilsonville is in the Tualatin Valley. These do not provide any basis for a division or explain why it is not possible to keep Wilsonville whole.

The report in support of Option 1 further states: "Wilsonville is split along I-5 and Wilsonville Road in order to connect the part of the City most connected to the Charbonneau area across the Willamette River, which is crossed for the first time in this place at the Boones Bridge on I-5." There is no basis for determining "most connected." I-5 allows Charbonneau to be connected to all of Wilsonville and there are equal shopping draws on both sides of I-5 north of the Willamette River. Crossing the Willamette River and including portions along Wilsonville Road east of I-5 principally adds a large commercial area, a 125-acre park and a high school. But Charbonneau, as a planned community, has its own recreational area, including a golf course and swimming pool, and is in a different school district, and its students do not attend Wilsonville High School, but rather attend Canby High School instead. As noted above, there is also a large commercial area on the west side of I-5 north of the river, and there is a 200-acre park on the west side as well. There is no substantive difference in community of interest either east or west of I-5 with Charbonneau brought about by transportation. The transportation connection rationale is not based on substance.

The plan goes on to provide: "Legislative Plan 1 proposes a dramatic shift to HD 26 because the outgoing boundaries for HD 26 contain a population that was substantially higher than the target for 2011 redistricting." The overall population balancing can be accomplished in different ways as evidenced in the Option 2 plan. A dramatic shift by itself does not excuse failing to consider maintaining Wilsonville in one district. In fact, it should bring more effort to apportioning the district fairly; an effort that should be made "to the maximum extent practicable."

Neither the amount of population nor the connectivity over the Willamette River make a great deal of sense, so why divide and why divide in this manner?



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The current republican representative, Matt Wingard, lives in this carved out section east of I-5 and along Wilsonville Road. Thus, he is "gerrymandered" out of his District 26 into District 51, with the latter district having little in common with Wilsonville. Given the absence of any findings of substance for splitting the City, the application of gerrymandering meets the sometimes scorned, but often quoted test, "I know it when I see it." Justice Potter Stewart, concurring op, *Jacobellis v. Ohio*, 378 US 184 (1964). The purpose of favoring a political party by attempting to eliminate an incumbent of the opposite party is in violation of ORS 188.010(2).

Additionally, the report provides: "Furthermore, this plan attempts to concentrate HD 26 closely along the banks of the Tualatin River outside of house districts like HD 35 and HD 37, which are drawn to reflect larger incorporated cities."

While ostensibly this language addresses relationships to nearby districts and addresses keeping these two cities whole; it also underscores a violation of the equal protection and equal privileges clauses of the 14<sup>th</sup> Amendment, U.S. Constitution, in the application of ORS 188.010. If you are a citizen of a larger city within the metro area, you will be kept in a district drawn to keep your voting interest and ability to petition one representative with greater numbers of fellow citizens and not be diluted by division, but if you are in a smaller city in the metro area, such as Wilsonville, your effective ability to petition as an aggregate can be divided and your community of interest diluted. Nor are there offsetting community of interests being preserved. There is general agreement that a school district provides a general community of interest under ORS 188.010(1)(d). Nevertheless, this key social knitting of community is being split with West Linn-Wilsonville School District high school being placed in District 51 with the majority of its students and parents within Wilsonville in District 26. It makes no sense for preserving community of interest, as the Charbonneau area has historically been in the Canby School District since its annexation in the early '70s. I-5, with its interchanges, is a connector to both east and west Wilsonville, and is not viewed locally as a true geographic barrier. The Wilsonville Urban Renewal District supporting the 283 Interchange reconstruction to significantly enhance an east-west connection for vehicles, pedestrians, and bicyclists, to the tune of \$12 million of the \$20 million project, is on both sides of I-5 and tax dollars from both sides are being joined together.

The legislative report as to District 51 clearly sets it up as a rural district. Historically, the cities cited in the report as being in the district have viewed themselves as complimentary to farming and forest interest, while Wilsonville is more focused on industrial and commercial development, and subdivided residential development. Clearly, the community of interest of that portion of Wilsonville placed into HD 51 is really aligned with urban interests in HD 26. There are no findings to support splitting Wilsonville in this portion of the report, and certainly none are provided for adding north of the Willamette River.

Thus, not only was the aforementioned criteria to keep the City in one district not considered, but no reasonable person apportioning the plan would view the other criteria as being truly

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considered and, to the extent touched upon, to be without substance sufficient to support the apportionment plan as to District 26 and Wilsonville.

In summary, this is blatant gerrymandering to serve one party's purpose over another and there has been no attempt, let alone to the maximum extent practicable, to keep the City in a single district.

Thank you for giving these comments serious attention.

Very truly yours,

Michael E. Kohlhoff  
City Attorney

mek:tec

## CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2021

Items known as of 03/10/21

### March

DATE	DAY	TIME	EVENT	LOCATION
3/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/23	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
3/24	Wednesday	6:30 p.m.	Library Board	Library
3/30	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers

### April

DATE	DAY	TIME	EVENT	LOCATION
4/5	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/8	Thursday	6:00 p.m.	Parks and Recreation Advisory Board	Parks & Recreation Admin Building
4/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/13	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
4/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/19	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
4/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/28	Wednesday	6:30 p.m.	Library Board	Library

### Community Events:

- 3/16** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/18** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/20** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/22** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 3/23** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/25** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/23** Long Term Care Webinar with Rose Elder Law at 10:00 a.m. Registration Link: <https://www.roseelderlaw.org/event-details/you-can-afford-long-term-care-5/form>
- 3/27** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/29** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 4/1** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 4/2** American Red Cross Blood Drive at the Library from 10:00 a.m. – 3:00 p.m.
- 4/5** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 4/6** Estate Planning 101 Webinar with Rose Elder Law AT 10:00 a.m.
- 4/6** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 4/7** Profiles presentation on Langston Hughes and the Harlem Renaissance online from 11:00 a.m. to 12:30 p.m.
- 5/31** City Offices closed in observance of Memorial Day

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).



# Soaring Spirits Crane Display

















































To: Mark Ottenad, Government Relations Director, City of Wilsonville  
From: Jason Jordan, Republic Services  
Date: 12 February 2021  
Re: Bi-annual report

Dear Mr. Ottenad,

Please see our bi-annual report for the City of Wilsonville, attached. Our franchise with the City requires this report be filed by February 15 each year. The report details quantities of collected materials, a summary of community outreach and communications, and a detailed report of customer concerns. This information is also captured in the Annual Report, which is due on July 1.

As you are aware, we also complete a Detailed Cost Report for the County, which is due on March 31 each year, and is used by your consultant to assess any rate adjustments due per our franchise agreement. The information in the DCR is also used to inform the Annual Report that we prepare for the City.

We believe the current process of submitting biannual reports before completing the DCR for the County does not allow us to capture and report accurate data nor provide substantive and useful information. We would like to open a conversation with the City about what reporting, and its timing, is of most use to Republic Services and to the City and its residents.

Thank you for your consideration.

Sincerely,

Jason Jordan, General Manager  
Republic Services



Republic Services of Clackamas and Washington Counties

# City of Wilsonville

## Bi-Annual Report

### July-December 2020



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## Article XI, Sec. 2 Bi-Annual Informational Reports

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

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



# Service

## Services Available in Wilsonville

### Residential Collection Service

- Weekly and On-Call curbside garbage cart service
- Curbside recycling cart service
- Multi-family trash and recycling service
- Organics and yard debris cart collection service
- Oregon E-Cycles electronics waste collection center
- Pilot Project: Number 6 polystyrene collection at our Wilsonville depot

### Commercial/Industrial Collection Services:

- Regular or On Call waste collection
- Drop boxes for demolition and other extra-large projects
- Recycling services tailored to specific business needs
- Food Scraps/Organic waste composting service
- Yard Debris collection service

### Other Services available for all customers:

- Temporary container and drop box service
- Holiday collection -all holidays, except Thanksgiving, Christmas and New Year's Day
- Seasonal service stops for customers gone more than four weeks
- Convenient payment via *My Republic*
  - *Customers can start and request extra services through the app .*
- Christmas tree collection
- Recycling center
- Annual Fall and Spring Bulky waste days and other community events





## 2020 Wilsonville Service Facts

- We have 14 drivers and 14 CNG trucks servicing Wilsonville
- Drivers are at the curbs of 5,447 Wilsonville homes 5 days/week
- There are approximately 991,354 residential containers picked up every year

## Customer Counts

	Residential	Multifamily	Commercial	Industrial
# of Customers	5,447	37	590	425



## Temporary Added Services

- Bulky Waste Pick-up for Senior Citizens/ADA Residents
  - I. Projected per haul cost was \$40, but the first seven months of implementation showed that number to be closer to \$65.
  - II. Residents have placed anywhere from 1 to 12 yards of material out for collection under this program. This also included appliances with freon to be disposed of.
  - III. This project has just reached \$8,000 in costs and is anticipated to be complete by the Spring.
- Polystyrene Block Foam Collection and Recycling
  - I. We have hauled 2,400 pounds of polystyrene for processing.
  - II. Contamination ranges from 26% to 45%.
  - III. This project is estimated to conclude in April 2021.
- Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service
  - I. All materials have been ordered and remaining inventory should be distributed by the end of March 2021.
- Food Scraps Collection Program
  - I. Food scraps can be placed freely in residential yard debris carts.
  - II. Eco products can contaminate whole loads of material and are prohibited in organics collection.
    - a) Eco products are marketed alternatives to benefits the environment, but are currently not able to be processed at composting facilities.
  - III. New Metro commercial food waste mandates have been temporarily postponed due to COVID.



# Material Hauled



## Summary of Waste Collected

## 2020 Bi-Annual Report

## Allocated Residential Tons\*

Residential Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ	Totals
Commingle	110.36	100.45	-9%	104.83	4%	110.35	5%	112.06	2%	130.51	16%	668.57
Glass	20.06	17.27	-14%	17.28	0%	17.81	3%	18.13	2%	22.15	22%	112.61
MSW / Garbage / Wet Waste	359.36	320.43	-11%	334.85	5%	327.68	-2%	327.36	0%	354.29	8%	2,023.88
Yard Debris (Food Scraps Mix)	196.36	148.87	-24%	197.22	32%	207.01	5%	348.98	69%	202.34	-42%	1,301.60
<b>Total:</b>	<b>686.14</b>	<b>587.02</b>		<b>654.18</b>		<b>662.86</b>		<b>806.53</b>		<b>709.29</b>		<b>4,106.02</b>

## Allocated Commercial Tons\*

Commercial Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ	Totals
Cardboard	207.64	197.66	-5%	204.69	4%	222.92	9%	229.54	3%	242.78	6%	1,305.34
Commingle	116.54	18.30	-84%	17.02	-7%	19.71	16%	19.10	-3%	22.84	20%	212.72
Glass	7.86	6.20	-21%	7.53	21%	5.79	-23%	5.75	-1%	5.47	-5%	38.37
MSW / Garbage / Wet Waste	656.93	607.09	-8%	607.44	0%	659.08	9%	662.45	1%	676.70	2%	3,869.70
<b>Total:</b>	<b>988.97</b>	<b>829.25</b>		<b>836.68</b>		<b>907.50</b>		<b>916.84</b>		<b>947.79</b>		<b>5,427.03</b>

## Wilsonville's Industrial Tons

Industrial Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ	Totals
Appliances						2.00	0%	0.38	-81%	0.42	11%	2.80
Asbestos	11.20	25.39	127%	20.07	-21%	16.25	-19%	38.44	137%	15.13	-61%	126.48
Cardboard	61.45	46.23	-25%	53.36	15%	57.28	7%	49.94	-13%	51.40	3%	319.66
Commingle	6.14	2.00	-67%	6.42	221%	4.21	-34%	11.09	163%	6.07	-45%	35.93
Concrete	8.25	7.50	-9%	18.75	150%	22.50	20%	7.50	-67%	15.00	100%	79.50
Dirt and Stone	274.25	322.00	17%	312.50	-3%	325.75	4%	351.00	8%	428.00	22%	2,013.50
Dry Waste	539.00	580.22	8%	549.57	-5%	640.90	17%	548.50	-14%	550.00	0%	3,408.19
Glass	115.67	96.08	-17%	99.15	3%	151.4	53%	108.40	-28%	123.24	14%	693.94
Metal	29.99	6.77	-77%	16.54	144%	7.90	-52%	21.66	174%	13.50	-38%	96.36
MSW / Garbage / Wet Waste	312.13	325.75		302.83		319.32		328.92		422.80		2,011.75
Sheetrock								4.70	0%			4.70
SOD				4.80	0%	6.00	25%					10.80
Special Waste	49.92	25.03	-50%	48.69	95%	25.26	-48%	25.36	0%	27.97	10%	202.23
Styrofoam		0.15		0.17		0.19						0.51
Tires				10.43								10.43
Wood	21.52	20.43		21.51		21.96		29.74		34.51		149.67
Yard Debris (Food Scraps Mix)	3.75			1.88	0%			26.66	0%	3.06	-89%	35.35
<b>Total:</b>	<b>1,433.27</b>	<b>1,457.55</b>		<b>1,466.67</b>		<b>1,600.92</b>		<b>1,552.29</b>		<b>1,691.10</b>		<b>9,201.79</b>

**Chart notes:** In an effort to keep costs as low as possible, we have structured our routes by efficiency. The City's tonnages are based upon the percentage of the total division's customer base as prescribed by the Detailed Cost Report. This applies to the Residential and Commercial weights, but not the industrial ones. The Industrial weights can be processed because of their single source nature. Material is weighed in pounds, tons, and yards, but primarily it is in tons and so the others have been converted using DEQ's conversion chart. MTM represents month-to-month.

\*These weights are best estimates and will be made accurate in our Annual Report later this year.

## Where the Material Went

Location	Address	Volume
Agilyx	13240 SW Wall Street, Tigard, OR 97223	0.51*
American Gypsum Recycling	12451 Duckflat Road SE, Turner, Oregon 97392	4.7*
Coffin Butte	28972 Coffin Butte Road, Corvallis, Oregon 97330	514.03*
Hillsboro (Rose City)	3205 SE Minter Bridge Rd, Hillsboro, OR 97123	126.48*
Marion County Burner, Covanta	4850 Brooklake Road NE, Salem, Oregon 97305	19.4*
Metro Metal Northwest Inc.	5611 NE Columbia Blvd, Portland, Oregon 97218	12.86*
Potter's Industries	350 N Baker Dr, Canby, OR 97013	471.9*
Pioneer Recycling Services	16810 SE 120th Avenue, Clackamas, Oregon 97015	0.78*
Pride Disposal	13980 SW Tualatin-Sherwood Road #9726, Sherwood, Oregon 97140	7.43*
RB Recycling	9945 North Burgard Way, Portland, OR 97203	10.43*
S&H Recycling	20200 Southwest Stafford Road, Tualatin, Oregon 97062	2,124.43*
Willamette Resources Inc. (WRI)	10295 Southwest Ridder Road #2, Wilsonville, Oregon 97070	15,342.13*

**Chart notes:** \*These weights are best estimates and will be made accurate in our 2020 Annual Report.



# Customer Service



## Customer Service Summary

Customer Group	Number of Lifts	Reported Complaints	% of Total	Average per month
Residential	495,677	11	0.002%	0.92
Commercial	30,797	4	0.013%	0.67
Industrial	5,568	3	0.054%	0.50

## Customer Service Update

The complaints in 2020 have primarily centered around service level modifications and missed residential pick-ups. While all of the issues were resolved as soon as possible, we are working to constantly improve our driver's skills and effectiveness. We strive every day to deliver the best quality customer service experience, not only within our industry, but within our whole community. A large part of this effort has been to develop an educated, local, customer service team. Republic currently has seven agents at our Woodburn call center and seven at our Corvallis call center. This is a total of six new local customer service representatives added within the last quarter. Call wait times averaged 12 seconds. The majority of complaints were resolved on the same day. Our staff tackles each inquiry as soon as it arises and are proud to report the low level of customer service complaints (see above). As you can see, our level of complaints are low and we work hard to resolve them to the best of our ability and to the satisfaction of our customers. We are proud to service the city of Wilsonville.



## Community Outreach Update

Republic's local municipal team, KJ Lewis and Travis Comfort, have been working with DEQ and County coordinators to map out a path forward for community engagement and educational outreach. Both Clackamas and Washington Counties are strongly encouraging going digital until the COVID situation is no longer a prohibitive factor to in-person educational outreach. As more information becomes available, we will make sure to keep the City of Wilsonville's staff apprised of our efforts.



# 2030 Sustainability Goals



SAFETY

Safety Amplified

**0**

Employee Fatalities

**<2.0**

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



PEOPLE

Engaged Workforce

**88%**

Achieve and maintain employee engagement scores at or above 88% by 2030

Sustainability Innovation Focus

CLIMATE LEADERSHIP

Climate Leadership

**35%**

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year)  
**\*APPROVED BY SBTI\***

**40%**

Increase recovery of key materials by 40% on a combined basis by 2030 (2017 baseline year)

**50%**

Increase biogas sent to beneficial reuse by 50% by 2030 (2017 baseline year)



COMMUNITIES

Charitable Giving

**20M**

Positively impact **20 million people** by 2030

# Continue to Modernize Programs



Ensure collection assumptions reflect current reality across residential and commercial lines of business



Evaluate program recyclables that offer the best benefit to the planet



Consider better metrics to track recycling success



Increase public education, leading to lower contamination and better commodity values

# Priority on Safety and Business Continuity



Proper PPE, in greater frequency



Plexiglass partitions



Leverage outdoor locations where possible



Create additional breakrooms, bathrooms and meeting rooms



Additional and more frequent cleaning and sanitation procedures



In collaboration with





# Glossary

<b>Allocated Weights</b>	<b>Allocated weights</b> refers to the proportional amount of material based upon a city's percentage of the total division's hauls.
<b>Bin</b>	<b>Bin</b> means container provided by Franchisee, used by customers for the containment and disposal of recyclable material.
<b>Can</b>	<b>Can</b> means container owned by a customer, used for the containment and disposal of solid waste. The customer's use of a can requires manual collection.
<b>Cart</b>	<b>Cart</b> means container provided by Franchisee, used by a customer for the containment and disposal of solid waste or recyclable material. The customer's use of a cart requires automated collection service.
<b>Contract Group</b>	<b>Contract group</b> is a reference to a specific franchise.
<b>Commingle &amp; Mixed Recycling</b>	<b>Commingle and Mixed Recycling</b> means the process where two or more types of recyclable materials are collected together (i.e., not separated) in a combination allowed by the City Administrator, and as approved by the Oregon Department of Environmental Quality.
<b>Compact &amp; Compaction</b>	<b>Compact and Compaction</b> means the process of, or to engage in the shredding of material, or the manual or mechanical compression of material.
<b>Container</b>	<b>Container</b> means can, cart, bin, drop box, receptacle, or other vessel used for the disposal of solid waste, recyclable material or yard waste that has been approved by the City Administrator and into which solid waste, recyclable material or yard debris may be placed for collection.
<b>Dispose or Disposal</b>	<b>Dispose or Disposal</b> means the accumulation, storage, discarding, collection, removal, transportation, recycling or resource recovery of solid waste.
<b>Division</b>	<b>Division</b> refers to Republic Services of Marion County as a whole hauling company.
<b>Drop Box</b>	<b>Drop Box</b> means a single container designed for storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually ten cubic yards or larger in size, and provides for transportation of large volumes of solid waste or recyclable materials and is transported to a disposal or processing site for transfer, landfilling, recycling, materials recovery or utilization and then emptied and returned to either its original location or to some other location.



**Hazardous Waste** **Hazardous Waste** means, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act, and including future amendments thereto, and any other Applicable Law including, but not limited to, any hazardous wastes as defined by ORS 466.005

**Household Hazardous Waste** **Household Hazardous Waste** means any discarded or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment, is commonly used around households and is generated by the household.

**Infectious Waste** **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, or as infectious waste is defined in ORS 459.386.

**Pilot Program** **Pilot Program** means a program which allows Franchisee to offer services on a trial basis for six months or less and to determine rates for such services outside the approved rate structure. City Council approval is required prior to implementation of a pilot program.

**Putrescible Material** **Putrescible Material** means organic materials that can decompose, which may create foul-smelling, offensive odors or products.

**Recyclable Material** **Recyclable Material** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material and excludes excluded waste.

**Recycling** **Recycling** means any process by which solid waste is transformed into new or different products in such a manner that the original products may lose their original identity. As used in this Ordinance, recycling includes the collection, transportation and storage of solid waste, done in order to place the solid waste in the stream of commerce for recycling; or for resource recovery.

**Resource Recovery** **Resource Recovery** means the process of obtaining useful material or energy resources from solid waste, including reuse, recycling, and other material recovery or energy recovery of or from solid wastes.



**Solid Waste** **Solid waste** means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper, cardboard, sewage sludge, septic tank and cesspool pumpings, or other sludge, useless or discarded commercial, industrial, demolition, and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and dead animals as defined in ORS 459.386. Solid waste does not include excluded waste.

**Source Separation** **Source Separation** means the separation of waste materials by the generator in preparation for recovery by recycling or reuse.

**Special Service** **Special Service** means collection of bulky waste, including furniture, appliances and large quantities of waste.

**Total Source Separation** **Total Source Separation** means the complete separation by the source generator or producer of the waste by type or kind of waste from all other types or kinds of waste.

**Waste** **Waste** means any material that is no longer wanted by or is no longer usable by the generator, producer or source of the material, which material is to be disposed of or to be resource-recovered by another person. Even though materials which would otherwise come within the definition of "waste" may from time to time have value and thus be resource-recovered does not remove them from this definition. Source-separated wastes are "wastes" within this definition.

**Yard Debris** **Yard Debris** means grass clippings, leaves, tree and shrub prunings of no greater than four inches in diameter, or similar yard and garden vegetation. Yard Debris does not include dirt, sod, stumps, logs or tree/shrub prunings larger than four inches in diameter.





# Republic Services of Clackamas and Washington Counties

10295 SW Ridder Road  
Wilsonville, OR 97070

503.981.1278 • [republicservices.com](http://republicservices.com)



Developed by Travis Comfort, Municipal Contract Administrator



We'll handle it from here.®



# City of Wilsonville

*July-December 2020 Bi-Annual Report and 2021 Updates*

**KJ Lewis**

*Municipal Relationship Manager*

**Travis Comfort**

*Municipal Contract Administrator*





# Service Facts: City of Wilsonville



Republic Services has **14 drivers** servicing Wilsonville

Drivers are at the curbs of **5,447 homes** each week

We have **14 CNG** collection vehicles serving City of Wilsonville

Approximate Material hauled in from **July - December:**

**Residential tons – 4,106.02**

**Commercial tons – 5,427.03**

**Industrial tons – 9,201.79**

**Chart notes:** Weights are best estimates and will be made accurate in our 2020 Annual Report.

# Hauled Material: Allocated Estimates

Residential Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ
Commingle	110.36	100.45	-9%	104.83	4%	110.35	5%	112.06	2%	130.51	16%
Glass	20.06	17.27	-14%	17.28	0%	17.81	3%	18.13	2%	22.15	22%
MSW	359.36	320.43	-11%	334.85	5%	327.68	-2%	327.36	0%	354.29	8%
Yard Debris / Organics	196.36	148.87	-24%	197.22	32%	207.01	5%	348.98	69%	202.34	-42%

Commercial Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ
Cardboard	207.64	197.66	-5%	204.69	4%	222.92	9%	229.54	3%	242.78	6%
Commingle	19.58	18.30	-7%	17.02	-7%	19.71	16%	19.10	-3%	22.84	20%
Glass	7.86	6.20	-21%	7.53	21%	5.79	-23%	5.75	-1%	5.47	-5%
MSW	656.93	607.09	-8%	607.44	0%	659.08	9%	662.45	1%	676.70	2%

- Chart notes:**
1. All weights are represented in tons for consistence across the chart.
  2. Weights are best estimates and will be made accurate in our 2020 Annual Report.
  3. Residential and Commercial routes go through multiple cities to achieve greater efficiencies and reduce emission.



# Hauled Material: Industrial Material

Industrial Material	July	August	% Δ	September	% Δ	October	% Δ	November	% Δ	December	% Δ
Appliances						2.00	0%	0.38	-81%	0.42	11%
Asbestos	11.20	25.39	127%	20.07	-21%	16.25	-19%	38.44	137%	15.13	-61%
Cardboard	61.45	46.23	-25%	53.36	15%	57.28	7%	49.94	-13%	51.40	3%
Commingle	6.14	2.00	-67%	6.42	221%	4.21	-34%	11.09	163%	6.07	-45%
Concrete	8.25	7.50	-9%	18.75	150%	22.50	20%	7.50	-67%	15.00	100%
Dirt and Stone	274.25	322.00	17%	312.50	-3%	325.75	4%	351.00	8%	428.00	22%
Dry Waste	539.00	580.22	8%	549.57	-5%	640.90	17%	548.50	-14%	550.00	0%
Glass	115.67	96.08	-17%	99.15	3%	151.4	53%	108.40	-28%	123.24	14%
Metal	29.99	6.77	-77%	16.54	144%	7.90	-52%	21.66	174%	13.50	-38%
MSW	312.13	325.75		302.83		319.32		328.92		422.80	
Sheetrock								4.70	0%		
SOD				4.80	0%	6.00	25%				
Special Waste	49.92	25.03	-50%	48.69	95%	25.26	-48%	25.36	0%	27.97	10%
Styrofoam		0.15		0.17		0.19					
Tires				10.43							
Wood	21.52	20.43		21.51		21.96		29.74		34.51	
Yard Debris / Organics	3.75			1.88	0%			26.66	0%	3.06	-89%

Chart notes: 1. All weights are represented in tons for consistence across the chart.  
2. Industrial weights are specific for the City of Wilsonville.

## Hauled Material: Where the Material Went

Location	Address	Volume
Agilyx	13240 SW Wall Street, Tigard, OR 97223	0.51*
American Gypsum Recycling	12451 Duckflat Road SE, Turner, Oregon 97392	4.7*
Coffin Butte	28972 Coffin Butte Road, Corvallis, Oregon 97330	514.03*
Hillsboro (Rose City)	3205 SE Minter Bridge Rd, Hillsboro, OR 97123	126.48*
Marion County Burner, Covanta	4850 Brooklake Road NE, Salem, Oregon 97305	19.4*
Metro Metal Northwest Inc.	5611 NE Columbia Blvd, Portland, Oregon 97218	12.86*
Potter's Industries	350 N Baker Dr, Canby, OR 97013	471.9*
Pioneer Recycling Services	16810 SE 120th Avenue, Clackamas, Oregon 97015	0.78*
Pride Disposal	13980 SW Tualatin-Sherwood Road #9726, Sherwood, Oregon 97140	7.43*
RB Recycling	9945 North Burgard Way, Portland, OR 97203	10.43*
S&H Recycling	20200 Southwest Stafford Road, Tualatin, Oregon 97062	2,124.43*
Willamette Resources Inc. (WRI)	10295 Southwest Ridder Road #2, Wilsonville, Oregon 97070	15,342.13*

- Chart notes:** 1. All weights are represented in tons for consistence across the chart.  
 2. \* Weights are best estimates and will be made accurate in our 2020 Annual Report

# Customer Service: Wilsonville Summary

Customer Group	Number of Lifts	Reported Complaints	% of Total	Average per month
Residential	495,677	11	0.002%	0.92
Commercial	30,797	4	0.013%	0.67
Industrial	5,568	3	0.054%	0.50

**Customer Service Update:** The complaints in 2020 have primarily centered around service level modifications and missed residential pick-ups. While all the issues were resolved as soon as possible, we are working to constantly improve our drivers' skills and effectiveness. We strive every day to deliver the best quality customer service experience, not only within our industry, but within our whole community.

## Woodburn and Corvallis Call Centers

Both locations employ **7** full-time staff members

Call wait times in this period averaged **12** seconds

## Temporary Services: Bulky Waste Pick-up for Senior Citizens/ADA Residents

Projected per haul cost was \$40, but the first seven months of implementation showed that number to be closer to \$65.

Residents have placed anywhere from 1 to 12 yards of material out for collection under this program. This also included appliances with freon to be disposed of.

This project has just reached \$8,290 in costs and is anticipated to be complete in April.





# Temporary Services: Polystyrene Collection and Recycling

We have hauled 2,400 pounds of polystyrene for processing  
Contamination ranges from 26% to 45%.

This project is estimated to conclude in April 2021



# Temporary Services: Polystyrene Collection and Recycling



# Temporary Services: Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service



- \$10,000 budget
- 86 Bulb Kits



- \$5,000 budget
- 59 Batter Kits

## New Service: Food Scraps Collection

Food scraps can be placed freely in residential [yard debris carts](#).

Eco products can [contaminate](#) whole loads of material and are prohibited in organics collection.

Eco products are marketed alternatives to benefit the environment but are currently not able to be processed at composting facilities.

New Metro [commercial food waste mandates](#) have been temporarily postponed due to COVID.





# 2021 Storm Debris

Murase Park: 28 30 and 40yard-boxes of material hauled

Charbonneau: 16 30yard-boxes of material hauled

That is a total of 1,760 yards of storm material hauled as of March 2<sup>nd</sup>.

Our team is working with the City of Wilsonville and Walsh Trucking to facilitate the removal of vast majority of the remaining storm debris.



## 2021 Storm

At the peak, we had **109 coworkers** without power

-Six employees and their families had to stay in hotels

**\$4,200** in meal assistance

Procured generators for some after power had returned for most

We are in this together and will emerge together





## KJ Lewis

Municipal Relationship Manager

e: [KLewis8@republicservices.com](mailto:KLewis8@republicservices.com)

P: 503.404.4187

## Travis Comfort

Municipal Contract Administrator

e: [TComfort@RepublicServices.com](mailto:TComfort@RepublicServices.com)

P: 503.826.3897



# Oregon

Kate Brown, Governor

Department of Environmental Quality  
Agency Headquarters  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
(503) 229-5696  
FAX (503) 229-6124  
TTY 711

Certified Mail 7017 0530 0000 7760 5622

March 3, 2021

City Council  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070

Re: EPA takes final action on *Revised Willamette Basin Mercury Total Maximum Daily Load*

Dear City Council Members:

This letter provides notification that the U.S. Environmental Protection Agency (EPA) released the *Total Maximum Daily Load (TMDL) for Mercury in the Willamette Basin, Oregon* on Feb. 4, 2021. EPA notified DEQ that, "EPA has established this TMDL and is hereby providing it to the State for implementation."

The EPA's TMDL says that the required reasonable assurance of implementation for the TMDL relies on DEQ's Water Quality Management Plan. The WQMP was issued on Nov. 22, 2019 as part of the DEQ *Final Revised Willamette Basin Mercury Total Maximum Daily Load*. You received this letter because DEQ listed the City of Wilsonville as a Designated Management Agency in the WQMP. Therefore, the City of Wilsonville is responsible for implementing strategies to reduce mercury according to requirements identified in the WQMP that are specific to the City of Wilsonville.

DEQ submitted its TMDL and associated documents to EPA for review and action on Nov. 22, 2019. EPA disapproved DEQ's TMDL on Nov. 29, 2019. On Dec. 30, 2019, EPA established the Willamette Basin Mercury TMDL, which was in effect until EPA released the revised TMDL on Feb. 4, 2021. EPA's 2019 TMDL, as revised in February 2021, and DEQ's 2019 TMDL WQMP are in effect and apply to the City of Wilsonville. DEQ's WQMP and additional information can be accessed at: <https://www.oregon.gov/deq/wq/tmdls/Pages/willhgtmdlac2018.aspx>

As a DMA, the City of Wilsonville is required under OAR 340-42-080 to prepare a TMDL implementation plan to incorporate implementation requirements in the WQMP based on several criteria. TMDL implementation plans must be submitted to DEQ for review and approval by Sept. 3, 2022, which is 18 months from the date of this letter. Should the City of Wilsonville fail to submit the plan by this date, this matter may be referred to the Department's Office of Compliance and Enforcement for formal enforcement action, including the assessment of civil penalties and/or a Department Order. Please note that civil penalties can be assessed for each day of violation.



Please contact your basin coordinator, Andrea Matzke, to determine what your specific requirements are and to discuss any questions you may have. Your basin coordinator will work closely with you to support your submittal of all TMDL- required documents and reports.

We appreciate the City of Wilsonville involvement in TMDL implementation to reduce mercury in the Willamette Basin in order to protect people who regularly eat fish and shellfish from streams and lakes across the basin.

Sincerely,



Steve Mrazik  
Water Quality Manager, DEQ Northwest Region  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232-4100  
503-229-5379  
[steve.mrazik@deq.state.or.us](mailto:steve.mrazik@deq.state.or.us)

Andrea Matzke  
Lower Willamette Basin Coordinator, DEQ Northwest Region  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232-4100  
503-348-6858  
[andrea.matzke@deq.state.or.us](mailto:andrea.matzke@deq.state.or.us)

cc: Kerry Rappold, City of Wilsonville  
Sarah Sand, City of Wilsonville  
Andrea Matzke, DEQ

**RESOLUTION NO. 2882**

**A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2870 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.**

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 401.309 and ORS 401.305, as well as Wilsonville's own Wilsonville State of Emergency Resolution No. 1959, the City enacted Resolution 2803 on March 16, 2020 in response to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 6, 2020, the City enacted Resolution No. 2807 to extend the declared State of Emergency until May 31, 2020; and

WHEREAS, on June 1, 2020, the City enacted Resolution No. 2818 to extend the declared State of Emergency until July 21, 2020; and

WHEREAS, on July 20, 2020, the City enacted Resolution No. 2834 to extend the declared State of Emergency until September 11, 2020; and

WHEREAS, on September 10, 2020, the City enacted Resolution No. 2844 to extend the declared State of Emergency until November 3, 2020; and

WHEREAS, on October 19, 2020, the City enacted Resolution No. 2858 to extend the declared State of Emergency until December 31, 2020; and

WHEREAS, on December 7, 2020, the City enacted Resolution No. 2864 to extend the declared State of Emergency until February 2, 2021; and

WHEREAS, on January 4, 2021, the City enacted Resolution No. 2870 to extend the declared State of Emergency until March 15, 2021; and

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2870; and

WHEREAS, pursuant to Executive Order 20-24, the Governor of Oregon extended the State of Emergency Declaration through July 6, 2020; and

WHEREAS, pursuant to Executive Order 20-30, the Governor of Oregon again extended the State of Emergency Declaration, through September 4, 2020; and

WHEREAS, pursuant to Executive Order 20-38, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through November 3, 2020, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-59, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through January 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 20-67, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through March 3, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 21-05, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through May 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

**NOW, THEREFORE,** the Wilsonville City Council declares as follows:

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, through May 17, 2021, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

**ADOPTED** by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of March 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





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 15, 2021	<b>Subject: Resolution Nos. 2883 and 2884</b> Resolutions of the City of Wilsonville Adopting Building Codes and Fire Codes  <b>Staff Member:</b> Dan Carlson, Building Official and Ryan Adams, Assistant City Attorney  <b>Department:</b> Building/Legal	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: December 2, 2019 <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> Adoption of State Building Codes as part of the Wilsonville Building Code and approval of Tualatin Valley Fire & Rescue (TVFR) Ordinance 2020-01 adopting the Fire Code	
<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:

Whether to adopt the proposed State Building Codes, as amended or supplemented, as part of the City of Wilsonville Building Code, as currently provided in Wilsonville Code Chapter 9. Whether to approve the Tualatin Valley Fire & Rescue (TVFR) Ordinance 2020-01. Resolution No. 2883 concerning adoption of building codes is attached hereto as **Attachment A**. Resolution No. 2884 concerning approval of TVFR Ordinance 2020-10 is attached hereto as **Attachment B**.

## **EXECUTIVE SUMMARY:**

The Oregon Building Codes Division (“BCD”) is responsible for adopting a consistent and uniform set of construction codes that are effective statewide pursuant to Oregon Revised Statutes (ORS) 455.020(1). These codes contain technical provisions and administrative provisions.

With regard to technical provisions, jurisdictions are not permitted to adopt more restrictive local codes than are within the scope of ORS 455.020 and the adopted statewide codes. With regard to administrative provisions, under ORS 455.020(4), jurisdictions may enact regulations for locally administering the state building code.

In December 2019 Wilsonville entirely revised Wilsonville Code Chapter 9, entitled Building Code, to provide for effective local administration of the state codes. In addition, the new Chapter 9 authorizes adoption of state building codes through resolution. This provides the flexibility and nimbleness to more readily adopt revised technical building code standards as they change at the state level.

On April 1, 2021, three new state codes are becoming effective. Wilsonville needs to approve a resolution to adopt two of the new state codes. Additionally, Wilsonville is requested to approve through resolution, the Tualatin Valley Fire & Rescue ordinance that adopts the Fire Code for Wilsonville.

### **1. Overview and Resolution No. 2883 – Adoption of Building Codes**

There are numerous statewide building construction codes adopted by BCD. The state BCD generally adopts building codes on a three year code change cycle. Because there are a large number of codes, reviewing and updating all codes every three years would be a monumental task so BCD and their respective advisory boards reviews the codes on a staggered schedule.

On April 1, 2021, BCD is adopting the following codes statewide:

- 2021 Oregon Residential Specialty Code (ORSC)
- 2021 Oregon Plumbing Specialty Code (OPSC)
- 2021 Oregon Electrical Specialty Code (OESC)

**NOTE:** The 2021 ORSC is not yet available in print or online due to publishing issues and COVID impacts. While April 1, 2021, is technically the effective date by rule, BCD has provided interim rules that allow for a 6-month grace period for implementing the ORSC. Once the code is actually published and available, staff will move forward in a future Council meeting to adopt the 2021 ORSC. The 2021 OPSC and 2021 OESC adoptions are not impacted, nor has BCD offered a grace period for the effective date.

The outreach to stakeholders for statewide code changes is robust at the state level. This includes a number of industry and trade groups. Building staff will also reach out locally as they become trained to implement the new code changes.

Resolution No. 2883 (**Attachment A**) adopts two (2) codes that are applicable to Wilsonville pursuant to proposed Chapter 9, Sections 9.300 through 9.370. Those codes are attached as the following exhibits:

1. 2021 Oregon Plumbing Specialty Code (OPSC)
2. 2021 Oregon Electrical Specialty Code (OESC) (defers to Clackamas County, which currently administers electrical permits on behalf of the City)

The Codes are each attached as separate Exhibits to Resolution No. 2883.

## **2. Resolution No. 2884 – Approval of TVFR Ordinance 2020-01**

The City of Wilsonville is within the TVFR district and the TVFR Fire Code has historically been adopted as the applicable Fire Code in Wilsonville. Earlier in 2020, TVFR adopted a new Fire Code ordinance. TVFR is seeking adoptive resolutions from each jurisdiction within their district. Resolution No. 2884 (**Attachment B**) acknowledges and approves TVFR Ordinance 2020-01 for effective administration of the Fire code within the City of Wilsonville.

Additionally, the following exhibits are included as separate Exhibits to Resolution No. 2884:

1. Wilsonville Fire Code Adoption
2. TVFR Ordinance 2020-01
3. TVFR Ordinance 2020-01 FAQ Brochure

### **EXPECTED RESULTS:**

Establishes local Building Code adoption for residential, plumbing, electrical, and fire codes.

### **TIMELINE:**

Resolution Nos. 2883 and 2884 are scheduled for adoption at the March 15, 2021 Council meeting. Resolution No. 2883 will become effective April 1, 2021, which is when the 2021 OPSC and OESC become effective statewide. Resolution No. 2884 will be effective upon adoption.

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

N/A

### **FINANCIAL REVIEW / COMMENT:**

Reviewed by: KAK Date: 3/03/2021

### **LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/8/2021

### **COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Providing local regulations will ensure that structures continue to meet accepted safety standards and ensure consistent application of the codes with neighboring jurisdictions.

**ALTERNATIVES:**

Adopt the statewide codes for local administration or turn the local building program back to the State of Oregon for state administration.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Resolution No. 2883
  - 1. 2021 Oregon Plumbing Specialty Code (OPSC)
  - 2. 2021 Oregon Electrical Specialty Code (OESC) (defers to Clackamas County, which currently administers electrical permits on behalf of the City)
- B. Resolution No. 2884
  - 1. Wilsonville Fire Code Adoption
  - 2. TVFR Ordinance 2020-01
  - 3. TVFR Ordinance 2020-01 FAQ Brochure



**RESOLUTION NO. 2883**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE OREGON PLUMBING SPECIALTY CODE, AND OREGON ELECTRICAL SPECIALTY CODE.**

WHEREAS, the City of Wilsonville (“City”) has adopted the Oregon state building codes; and

WHEREAS, the Oregon Building Codes Division (“BCD”) has adopted six (6) building codes that are applicable to the City; and

WHEREAS, two (2) of the six (6) state building codes are the Plumbing Specialty Code, and Oregon Electrical Specialty Code which become effective as of April 1, 2021; and

WHEREAS, the City Council seeks to adopt all applicable and current state building codes as part of the City of Wilsonville’s Building Code.

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

1. The above findings are incorporated herein.
2. The City Council of the City of Wilsonville hereby adopts Exhibits 1-2 as building codes adopted pursuant to the Wilsonville Code Chapter 9, Sections 9.300 through 9.370.
4. This Resolution becomes effective on April 1, 2021.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of March 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:

1. Exhibit 1 – Plumbing Specialty Code
2. Exhibit 2 – Electrical Specialty Code

## **Exhibit 1**

### **City of Wilsonville Plumbing Specialty Code**

#### **I. Adoption of 2021 Oregon Plumbing Specialty Code**

Except for any provision that may contradict Wilsonville Code Chapter 9, the City of Wilsonville (“City”) adopts the 2021 Oregon Plumbing Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-750-0110 through 918-750-0115, as part of the City’s Building Code.

## **Exhibit 2**

### **City of Wilsonville Electrical Specialty Code**

#### **I. Adoption of 2021 Oregon Electrical Specialty Code**

Except for any provision that may contradict Wilsonville Code Chapter 9, the City of Wilsonville (“City”) adopts the 2021 Oregon Electrical Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-305-0100 through 918-305-0105, as part of the City’s Building Code.



**RESOLUTION NO. 2884**

**A RESOLUTION APPROVING AND APPLYING THE TUALATIN VALLEY FIRE AND RESCUE FIRE PREVENTION CODE IN THE CITY OF WILSONVILLE.**

WHEREAS, ORS 478.924 requires a city to approve, by resolution, a fire prevention code adopted by a rural fire protection district if that city desires to have the adopted fire prevention code apply within that city; and

WHEREAS, Tualatin Valley Fire & Rescue, the rural fire protection district that provides fire protection within the City of Wilsonville, has adopted a "Fire Protection Code" by Ordinance 2020-01, replacing Ordinance 14-02; a copy of Ordinance 2020-01 is attached and incorporated as Exhibit 2; and

WHEREAS, Except for those exceptions set forth in Exhibit 1 attached hereto, the City desires to approve the Fire Protection Code in order to have it apply within the City of Wilsonville.

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

Section 1. Except as set forth in Exhibit 1, Tualatin Valley Fire and Rescue's Fire Protection Code, as provided in Exhibit 2, is approved and applies within the City of Wilsonville.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15th day of March 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

EXHIBITS:

1. City of Wilsonville Fire Code
2. TVFR Ordinance 2020-01
3. TVFR Ordinance 2020-01 Questions and Answers Brochure

## **Exhibit 1**

### **City of Wilsonville Fire Code**

#### **I. Adoption of Fire Code for City of Wilsonville**

1. Pursuant to ORS 478.924, the Fire Prevention Code as published by Tualatin Valley Fire and Rescue (TVF&R), a Rural Fire Protection District, as Ordinance 2020-01, was adopted by the City of Wilsonville as the City's Fire Code through Resolution 2884, and is subject to Section 2 below.

2. In the event that identical provisions in the City's Fire Code (TVF&R Ordinance No. 2020-01) conflict with other provisions of the City Building Code, which require interpretation for enforcement by the City's Building Official, the greater weight shall be given to the interpretation of the other provisions of the Building Code in any final determination.

3. A copy of TVF&R Ordinance No. 2020-01 shall be on file in the office of the Building Official for the City of Wilsonville.

4. In the event the State Building Codes Division prohibits the regulation of private fire service mains, fire department connections, fire sprinkler standpipes, or other related fire-fighting devices or apparatus which must be installed during construction, this adoption includes the following installation standards:

a. Standpipes - 2019 NFPA 14 Standard for the Installation of Hose and Standpipe and Hose Systems.

b. Private Fire Hydrants and Private Fire Lines - 2019 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances.

# Exhibit 2

## ORDINANCE 2020-01

**AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, PROVIDING FOR A REASONABLE LEVEL OF LIFE SAFETY AND PROPERTY PROTECTION FROM THE HAZARDS OF FIRE, EXPLOSION OR DANGEROUS CONDITIONS IN NEW AND EXISTING BUILDINGS, STRUCTURES, AND PREMISES AND TO PROVIDE SAFETY TO FIREFIGHTERS AND EMERGENCY RESPONDERS DURING EMERGENCY OPERATIONS, AND REPEALING ORDINANCE 14-02.**

**WHEREAS**, Tualatin Valley Fire & Rescue, A Rural Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and

**WHEREAS**, Tualatin Valley Fire and Rescue, A Rural Fire Protection District, hereinafter referred to as the District, finds it necessary to adopt regulations that establish a minimum level of fire safety, thus does hereby adopt the following regulations; and now, therefore;

**IT IS ORDAINED AS FOLLOWS:**

**TITLE AND FILING:**

This ordinance, including the codes hereby adopted, shall be filed with Oregon State Fire Marshal's office and shall be posted at each fire station as prescribed by ORS 478.940. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city and county within the District approving pursuant to ORS 478.924.

**SCOPE:**

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to firefighters and emergency responders during emergency operations as authorized by ORS 478.910.

**SECTION I – ADOPTION OF THE DISTRICT'S FIRE CODE:**

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, except as amended under Sections II, the Oregon Fire Code adopted by the Oregon State Fire Marshal, as it is replaced and amended from time to time, is hereby adopted as the District's Fire Code. It is the intention of this ordinance that the District automatically adopts the latest Oregon Fire Code including any amendments as adopted by the Office of the State Fire Marshal without any additional action necessary by the District. Such codes and amendments are adopted on the effective date of the administrative rule adopted by the Office of State Fire Marshal.

**SECTION II – ENFORCEMENT OF FIRE CODE**

Notwithstanding provisions in the Oregon Fire Code authorizing or requiring inspections of buildings and premises, issuance of permits, review of plans testing of fire protection systems and equipment, or provisions providing for enforcement of the Code, such inspections, plan review, permits, testing, and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. The District recognizes that it has limited financial resources with which to provide fire,



rescue, and other services and functions and is forced to make public policy decisions as to allocation of District resources. Although the District places a high priority on prevention, inspection, and maintenance of fire systems, due to financial limitations, it is the Board's policy to require inspections, plan review, permits or testing only so often as, and where necessary, to provide a reasonable level of fire and life safety. Accordingly, although the Fire Chief and other individuals charged by the Chief with these activities are encouraged to pursue them, performing such activities, as well as the scope and frequency of such activities, shall be within the discretion of the Fire Chief. It is the intention of the District to make clear that the District's duty to perform the inspections, plan review, issuance of permits and testing, or to take enforcement actions as set forth in the Code, is limited to providing a reasonable level of fire and life safety. Such actions are discretionary.

**SECTION III – AMENDMENTS TO THE OREGON FIRE CODE:**

There are no amendments to the Oregon Fire Code adopted by the Oregon State Fire Marshal

**SECTION IV – FEES**

Cost based fees may be imposed for plan review, inspections, permits or other fire code related services the District is authorized or required to provide under the Fire Code or other applicable statute or regulation, as prescribed in the District's Master Fee Schedule.

**SECTION V – PENALTIES**

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage, or removal of the hazard or obstruction if necessary.

The Chief or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

Reinspection fees may be applied for failure to correct violations in accordance with the District's Master Fee Schedule in addition to any other penalties.

**SECTION VI – FIRE CODE BOARD OF APPEALS**

As authorized by ORS 479.180, the District may establish a board of appeals. Such board of appeals may be implemented through bylaws and standard operating guidelines adopted by the District.

**SECTION VII – REPEAL OF CONFLICTING ORDINANCES**

The provisions of this ordinance, i.e., the Fire Code, shall be controlling within the territorial limits of the District and within each city and county within the District approving pursuant to ORS 478.924. If an existing fire code ordinance has been approved within any city or county within the District, the District

desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective on the effective date of this ordinance; provided, however, that Ordinance 10-02, 14-01 or 14-02 shall continue in effect in each city or county which has approved it until the city or county approves this Ordinance 2020-01. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

**SECTION VIII – VALIDITY**

The District hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**SECTION IX – DATE OF EFFECT**

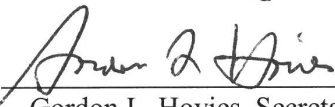
The Board of Directors of the Fire District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following adoption, as authorized by ORS 198.570.

First reading by Title only this 28<sup>th</sup> day of January, 2020.

Second reading by Title only this 25<sup>th</sup> day of February, 2020.

PASSED by the District this 25<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Clark I. Balfour, President

  
\_\_\_\_\_  
Gordon L. Hovies, Secretary-Treasurer

## Exhibit 3

# Tualatin Valley Fire & Rescue Fire Code Ordinance 2020-01



### **Q If TVF&R’s elected board of directors already adopted this ordinance, why do cities and counties served by TVF&R need to pass a resolution approving it?**

ORS 478.910 requires a fire district board to adopt their fire prevention code in accordance with ORS 198.510-198.600. Following adoption by TVF&R’s board, ORS 478.924 further mandates that any city or county within the district must also approve the fire code by resolution. If not adopted in a city or county, a legal uncertainty could exist about fire code enforcement, plan review services, application of local amendments, appeals board proceedings, and other related issues. The resolution is the mechanism required by state law to ensure that TVF&R has coordinated with city or county governments.

### **Q Why did TVF&R adopt a new fire code ordinance?**

TVF&R reviews and updates its fire code ordinance periodically to reflect changes in state codes, laws, and regulations. For TVF&R to maintain ‘exempt’ fire district status with the State of Oregon, OAR 837-039-0015 requires adoption of regulations that are consistent with minimum state fire code standards. TVF&R Ordinance 2020-01 does that.

### **Q What is “Exempt Status?”**

TVF&R is an “Exempt Jurisdiction” per OAR 837, Division 39, meaning that TVF&R has enacted adequate regulations conforming to state and national standards concerning fire prevention, fire safety measures, and building construction requirements for safety. TVF&R provides enforcement of those regulations.

Exempt status allows TVF&R to maintain local delivery of all services related to fire code compliance within TVF&R’s service area, including: Building official support, fire and arson investigation, fire code enforcement, and fire inspections. If TVF&R were not an “Exempt Jurisdiction”, the State Fire Marshal’s Office would have final jurisdiction over all matters related to fire code and fire investigations. Fire investigation services are best delivered at the local level to provide the highest degree of customer service for local government partners, residents, and businesses.

### **Q Does TVF&R have local amendments or deviations from the Oregon Fire Code?**

No. An amendment was removed from TVF&R’s previous 2014 ordinance related to fire alarm verification since it is now captured in the adopted state code. (Alarm verification can reduce nuisance false alarms.)

### **Q Does approval of TVF&R’s ordinance give a city/county authority to enforce the fire code?**

No. A resolution approving TVF&R’s ordinance does not transfer any authority for fire code enforcement to a city or county. Authority to administer and enforce the fire code is statutorily designated to the State Fire Marshal and local fire officials who serve as “deputies” to the State Fire Marshal.



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> March 15, 2021</p>	<p><b>Subject: Resolution No. 2885</b> Purchase of One (1) 35' Electric Transit Bus</p> <p><b>Staff Member:</b> Scott Simonton, Fleet Services Manager</p> <p><b>Department:</b> Fleet Services</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" 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 checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" 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 checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Seeking council approval to award a contract to Proterra, Inc. for the purchase of one 35' battery electric transit bus.



**EXECUTIVE SUMMARY:**

Upon the successful deployment of two Proterra battery electric transit buses in 2019, SMART determined that obtaining more electric buses was the preferred course of action. With approval of the Federal Transit Administration (FTA), an existing grant for the purchase of diesel buses was modified in scope, to permit the purchase of a an electric bus instead. This will be the third electric bus in SMART’s fleet.

This vehicle and related charging equipment, will be largely paid for with FTA section 5307 funds, at an 80/20 cost share. The total cost will be \$842,838. The grant will cover \$674,270and the City’s match amount will total \$168,568. SMART has received funds from the Statewide Transportation Improvement Fund (STIF) which can, and will, be used to cover the matching funds. This is possible since the bus is an alternatively fueled vehicle.

It is our belief that the success of our first electric bus project is largely due to the abilities of Proterra to provide and support well performing electric buses. It is our preference to partner with Proterra again, due to past demonstrated success, as well as a desire for fleet uniformity.

With the passage of the FAST (Fixing America’s Surface Transportation) Act, Section 3019 changed purchasing procedures to offer more purchasing options for public transportation systems. Under the Act, transit service providers may purchase capital assets through cooperative interstate procurements. Proterra appears on the State of Georgia pricing schedule which allows for this type of interstate purchasing.

**EXPECTED RESULTS:**

The addition of this vehicle will complete the electrification of the entire Route 4 Crosstown Shuttle

**TIMELINE:**

Assembly of the bus is scheduled to commence in May if the contract is approved. The completed vehicle is anticipated to be delivered in November 2021 and it will be in service by January 2022.

**CURRENT YEAR BUDGET IMPACTS:**

Due to lead-time for production, there are no impacts to the current fiscal year budget. SMART has budgeted the funds for this project in their FY 21-22 budget request.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/8/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/8/2021

**COMMUNITY INVOLVEMENT PROCESS:**

Community outreach was a key part of the development of SMART’s current Transit Master Plan, of which pg. 75 states: “SMART will continue to pursue grant funds for battery-electric buses and related charging infrastructure”.

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

In 2019, the decision to deploy electric buses on Route 4 was made due to the proximity to schools, and public gathering places such as shopping centers and parks. The elimination of diesel exhaust along Wilsonville Road is a health benefit to the community. The addition of this bus completes the electrification of the Route 4, effectively eliminating the use of diesel vehicles along the route.

**ALTERNATIVES:**

Council could choose to reject this contract, although this decision would likely jeopardize the available federal grant funding, and result in the continued use of a 2005 model year diesel bus on the Route 4.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2885
  - A. Goods and Services Contract

**RESOLUTION NO. 2885**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE 35' BATTERY ELECTRIC BUS AND CHARGING EQUIPMENT FROM PROTERRA, INC.**

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART has an immediate need to replace aging diesel buses; and

WHEREAS, SMART was awarded a Federal section 5307 grant specifically for the purchase of a battery electric bus; and

WHEREAS, Proterra is named as a supplier of battery electric buses on the State of Georgia purchasing schedule; and

WHEREAS, Section 3019 of the FAST (Fixing America's Surface Transportation) Act specifically allows the use of interstate contracts for transit capital purchases; 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 in accordance with Federal requirements 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 SMART to award a Good and Services contract, in substantially the form attached hereto, for one 35' battery electric bus, and charging equipment, to Proterra, Inc.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15<sup>th</sup> day of March 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. Goods and Services Contract



## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the SMART Electric Bus Purchase 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 **Proterra Inc.**, a Delaware corporation (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, the State of Georgia solicited proposals from various suppliers of equipment in a manner that complies with Oregon law; and

WHEREAS, the City of Wilsonville seeks to purchase equipment from Supplier under the State of Georgia’s statewide purchasing contract, as authorized by and in compliance with ORS 279A.220; 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. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: the State of Georgia Statewide Standard Contract Form pursuant to which the City elected to purchase the products and services described herein (the “Georgia State Contract”). Any conflict between this Contract and the Georgia State Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Georgia State Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Supplier 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. Goods Purchased

2.1. Supplier will supply the Proterra 35' Catalyst Battery Electric Bus (the "Bus") and Depot Charging Equipment (the "Charging Station") described in the Contract Documents (collectively, the "Equipment") and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein.

## Section 3. Payment.

3.1. The City shall pay and Supplier shall accept:

3.1.1. SEVEN HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS (\$787,638) per Bus ("Bus Unit Price"), for a total of Seven Hundred Eighty-Seven Thousand Six Hundred Thirty-Eight Dollars (\$787,638) for the Bus purchased under this Contract.

3.1.2. FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$55,200) per Charging Station ("Charging Unit Price"), for a total of Fifty-Five Thousand Two Hundred Fifty Dollars (\$55,200) for the Charging Station purchased under this Contract.

for a total contract price of EIGHT HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS (\$842,838) **BUT SPECIFICALLY EXCLUDING SALES TAX** ("Contract Price"). It is understood and agreed by the City and Supplier that Supplier will be responsible for the collection (as an addition to the aforementioned total contract price) and remittance of sales tax, unless the City provides exemption or similar documentation.

3.2. The Parties agree that, upon the City's final acceptance, Supplier will submit an invoice to the City for payment of the Contract Price, and the City will make payments of the Contract Price on the following schedule:

3.2.1. Bus Payments. The City shall make progress payments in accordance with the below provisions:

3.2.1.1. 100% payment of the Bus Unit Price when the Bus is delivered and accepted by the City at the City's facility in accordance with the provisions of this Contract.

3.2.2. Charging Station Payments. The City shall make progress payments on a per-Charging Station basis in accordance with the below provisions:

3.2.2.1. 100% payment of the Charging Station Unit Price when the Charging Station is accepted by the City in accordance with the provisions of this Contract.

3.2.3. Unless otherwise set forth herein, the City shall make all payments to Supplier no later than thirty (30) calendar days after receipt of an invoice from Supplier.

3.3. The City shall be charged and shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule to be delivered by Supplier within fifteen (15) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice. The City shall also be responsible for and pay any sales tax associated with the purchase of any such spare parts and/or equipment.

3.4. Supplier may charge interest for late payment if payment is delayed after the payment due dates set forth in this **Section 3**. Interest will be charged at a rate not to exceed the prime rate of interest published by *The Wall Street Journal* plus 3%, commencing with the date such payment was due.

3.5. Unless otherwise provided in this Contract, Supplier shall pay all federal, state and local taxes, and duties applicable to and assessable against any work, goods, services, processes and operations incidental to or involved in the Contract, excluding sales taxes associated with the sale of the items set forth herein to the City (i.e., for the avoidance of doubt, the City shall pay any and all sales taxes associated with or resulting from purchases pursuant to this Contract).

3.6. 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 subcontract with others for any of the services prescribed herein. Supplier shall not assign any of Supplier's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

#### **Section 5. Bus Delivery Schedule and Acceptance Procedures**

5.1. Delivery of Buses shall be determined by signed receipt of the City's designated agent(s) at point of delivery and may be preceded by a cursory inspection of the Bus. Delivery for the Bus shall be FOB at 28879 SW Boberg Road, Wilsonville, Oregon. Delivery must occur on or before November 30, 2021.

5.2. Following delivery by the City to Supplier of a written Notice to Proceed under this Contract for the Bus, Supplier agrees to deliver the Bus pursuant to the schedule agreed upon between Supplier and the City in the pre-production meeting, or as otherwise agreed to by the Parties.

5.3. Hours of delivery shall be according to a mutually agreed upon schedule.

5.4. Prior to the City's final acceptance of each Bus, each Bus shall undergo the City's reasonable tests prior to the City's final acceptance of each Bus. Each Bus will be deemed accepted by the City only when Supplier has complied in all material respects with the final bus design specified in the exhibits to this Contract. Acceptance will not be completed until Supplier has made all reasonably requested repairs to the Bus. The City agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twelve (12) calendar days following receipt of each Bus under this Contract or the Bus shall be deemed accepted, and that in the event of any non-acceptance, the City shall provide Supplier a reasonably detailed description of the reasons for non-acceptance. The City shall not be able to reject or not accept a Bus after such twelve (12) calendar day period. Notwithstanding the foregoing, placement of any non-accepted Bus into service shall, notwithstanding anything to the contrary in this Contract, be deemed acceptance of such Bus.

5.5. Supplier's pre-delivery tests and inspections of all Buses shall be performed at or near Supplier's plant/facility, and they shall be witnessed by the City's inspector(s). Any such tests and inspections performed at or near Supplier's plant/facility shall be made using the same criteria as set forth above in 5.4, and if the City inspects and accepts a Bus at or near Supplier's plant/facility, and such Bus has not materially changed when it has been delivered and received by the City as compared to when such Bus was inspected and accepted at or near Supplier's plant/facility, then the City shall not and may not then reject such delivered and received Bus. No post-delivery test/inspection shall apply criteria that are different from the criteria applied in any pre-delivery test/inspection.

## **Section 6. Charging Station Delivery and Acceptance Procedures**

6.1. Delivery of the Charging Station shall be determined by signed receipt of the City's designated agent(s) at point of delivery, unless directed to another location as directed by the City. Delivery locations will be provided by the City prior to production. Delivery of the Charging Station shall be made FOB at 28879 SW Boberg Road, Wilsonville, Oregon.

6.2. Supplier agrees to deliver the Charging Station no later than fifteen (15) days prior to delivery of the first Bus under this Contract.

6.3. Hours of delivery shall be between 8:30 AM through 5:30 PM local time, Monday through Friday, except holidays.

6.4. The Charging Station will be deemed accepted by the City only when Supplier has commissioned the Charging Station and demonstrated that it works to charge the Bus. Acceptance will not be completed until Supplier has made all reasonably requested repairs to the Charging Station. The City agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twelve (12) calendar days following receipt of and installation of the Charging Station or the Charging Station shall be deemed accepted, and that in the event of any non-acceptance, the City shall provide Supplier a reasonably detailed description of the reasons for non-acceptance. The City shall not be able to reject or not accept a Charging Station after such twelve (12) calendar day period.



6.5. Whereas, the City accepts responsibility for charger installation and if, through no fault of Proterra, charger installation or functionality is delayed, the City agrees to accept the Bus or Buses that meet final bus design specifications in accordance with the terms and requirements herein, even if the charger installation is not yet functional or is delayed.

## **Section 7. Title**

Supplier shall provide reasonably adequate documents for registering the Bus in the State of Oregon to the City at the time of delivery. Risk of loss on any Bus or Charging Station remains with the Supplier until delivery to the City, at which point risk of loss passes to the City.

## **Section 8. Term of Contract**

The City and Supplier agree that the Term of this Contract shall be for two (2) years, commencing on the later of the Effective Date or the date of the Notice to Proceed (as defined below), unless otherwise extended by written amendment mutually agreed by the City and Supplier. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Effective Date be deemed to have occurred, and none of the obligations of the City or Supplier under this Contract shall be deemed to have accrued, until the City has issued to Supplier a written notice to proceed under this Contract (“Notice to Proceed”). In the event no such notice is delivered on or before \_\_\_\_\_, this Contract shall be deemed null and void and of no further force and effect.

## **Section 9. Insurance**

9.1. Business Automobile Liability Insurance. If Supplier will be using a motor vehicle in the performance of the Services herein, Supplier shall provide the City a certificate indicating that Supplier has 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**.

9.2. Workers Compensation Insurance. Supplier 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. Suppliers 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.

9.3. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Supplier 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. Supplier 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 Supplier 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.

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

## **Section 10. Warranties**

Equipment warranties are attached hereto as **Exhibit B**.

## **Section 11. 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 12. 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 SMART  
   Attn: Scott Simonton, Fleet Manager  
   29799 SW Town Center Loop East  
   Wilsonville, OR 97070-9454

To Supplier:                Proterra Inc.  
   Attn: Rich Feldman  
   1815 Rollins Road  
   Burlingame, CA 94010

## **Section 13. Required Federal Provisions**

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Energy Conservation.** Supplier agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

13.3. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

13.4. **Buy America.** Supplier agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Supplier shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Supplier must have submitted to the City the appropriate Buy America certification with its Proposal, as proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

13.5. **Clean Air and Clean Water.** Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

13.6. **Pre-Award and Post-Delivery Audit Requirements.** Supplier agrees to comply with 49 USC § 5323(m) and the FTA's implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

13.7. **Access to Records.** The following federal access to records requirements apply to this Contract:

13.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.7.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

13.8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Supplier will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**13.9. Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

13.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

13.9.2. Withholding. The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

**13.10. Civil Rights Requirements.** The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

13.10.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition,

Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

13.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

13.10.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

**13.11. Disadvantaged Business Enterprises.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City's DBE program. Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

### 13.12. Program Fraud and False or Fraudulent Statements and Related Acts.

13.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

13.12.2. Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Supplier, to the extent the Federal Government deems appropriate.

13.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its Proposal, Supplier has certified as follows:

***The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.***

#### 13.14. **Trafficking in Persons.**

13.14.1. Supplier agrees that it and its employees that participate in the delivery of the vehicle covered under this Contract may not:

13.14.1.1. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

13.14.1.2. Procure a commercial sex act during the period of time that this Contract is in effect; or

13.14.1.3. Use forced labor in the performance of the Contract or any subcontracts thereunder.

13.14.2. Supplier agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

13.14.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

13.14.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

13.14.3. Supplier agrees to, and assures that each subrecipient will:

13.14.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

13.14.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, Suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

**13.15.Safe Operation of Motor Vehicles.** Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Work performed under this Contract.

**13.16. Federal Changes.** Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended



or promulgated from time to time during the term of this Contract. Supplier's failure to so comply shall constitute a material breach of this Contract.

13.17. **Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 14**, below.

13.18. **No Obligation by the Federal Government.** The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

13.19. **Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

#### **Section 14. Early Termination; Default**

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

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Supplier by mail or in person; or

14.1.3. By Supplier, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform Services 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, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, 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 Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier 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.

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

14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 15. Liquidated Damages**

15.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. 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 bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date (“Liquidated Damages”).

15.2. 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, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier’s final pay request.

15.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, epidemics, or actions of unrelated third parties not under Supplier’s direction and control that preclude Supplier from performing under the Contract (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of Supplier’s performance under the Contract 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 16. Miscellaneous Provisions**

16.1. 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.

16.2. 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.

16.3. Equal Opportunity. No person shall be discriminated against by Supplier 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.

16.4. No Assignment. Supplier may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City. Such consent of the City shall not be required in the event of any transfer or assignment in connection with any merger, acquisition (whether stock or asset) or other change of control involving Supplier.

16.5. Adherence to Law. This Contract shall be subject to, and Supplier shall adhere to, all applicable federal, state, and local laws, 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.

16.6. 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, and 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.

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

16.8. 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.

16.9. 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.

16.10. 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.

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

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

16.13. 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.

16.14. 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.

16.15. 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.

16.16. 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.

16.17. 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.

16.18. 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.

16.19. 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:**

**CITY:**

PROTERRA INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon





**BUS AND CHARGER OPTIONS CONFIGURATOR**

<b>Customer</b>	South Metro Area Regional Transit (SMART)
<b>Number of buses</b>	1
<b>Bus length / model</b>	35' Catalyst E2
<b>Number of chargers</b>	1
<b>Charger Mfg / Model</b>	60kW PCS + Remote Dispenser
<b>Contract/P.O. #</b>	TBD
<b>Delivery Date</b>	TBD

DESCRIPTION	UNIT PRICE	# OF UNITS	TOTAL PRICE
<b>BUS &amp; CONFIGURABLE OPTIONS</b>			
Base bus (GA State Schedule, 440kWh Battery Capacity)	\$754,321	1	\$754,321
Configurables	\$33,317	1	\$33,317
Warranty (Standard Warranty Package at \$0)	\$0	1	\$0
<b>Sub-Total, Bus with Config &amp; Warranty:</b>	<b>\$787,638</b>	<b>1</b>	<b>\$787,637.71</b>
<b>CHARGING EQUIPMENT</b>			
Charger	\$51,000	1	\$51,000
<b>Sub-Total, Charging Equipment:</b>	<b>\$51,000</b>	<b>1</b>	<b>\$51,000</b>
<b>OTHER ITEMS</b>			
Training (Standard Training Package at \$0 Price)	\$0	1	\$0
Manuals (Standard Training Package at \$0 Price)	\$0	1	\$0
Tools (None Selected)	\$0	0	\$0
Parts and other service (None Selected)	\$0	0	\$0
<b>Sub-Total, Other Items (Incl. Tax):</b>	<b>\$0</b>		<b>\$0</b>
<b>TOTAL:</b>			<b>\$838,638</b>

Approved by: \_\_\_\_\_



Option Tracker - Bus Configuration

OPTION TRACKER				REV C02
Customer		South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Bus): <b>\$33,317</b>
Number of buses		1		
Bus Length / Model		35' Catalyst E2		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Protterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 9	Propulsion System (Electric) Energy Storage System	X	E2 - Four (4) HV Battery Packs, 440kWh	\$0
TS 9	Electric Drivetrain	X	Base - 250kW ProDrive (Motor, Inverter, & 2-speed Transmission)	\$0
TS 9	Overhead Charging Interface	X	Base - None	\$0
TS 9	Charge Ports	X	Two (2) J1772-CCS Charge Ports: (1) <b>Curbside Rear</b> & (1) <b>Streetside Rear</b>	\$2,565
TS 5.10	Fire Detection / Suppression	X	<a href="#">Special Request - Fire Detection Only</a>	\$2,325
TS 25	Towing	X	Base - Capable of front tow, no rear tow	\$0
	Tow Connections	X	Base - Single Male Industrial fitting @ bumper and Rear SS access panel	\$0
TS 32.1	Wheel & Tire Accessories	X	Base - Clean Buff Aluminum, ALCOA PN 896517	\$0
		X	Base - Torque Indicators, Green (Wheel Check WLCH-B)	\$0
		X	Hubodometer - Veeder-Root Mechanical	\$233
		X	Spare Wheel	\$593
TS 32.2	Tires	X	Base - Michelin X InCity Energy Z LR L- 315/80R22.5	\$0
		X	Spare Tire (per Tire)	\$735
TS 33	Steering Wheel	X	Base - Standard Protterra Layout (Leather 18")	\$0
TS 46.3	Visors / Sun Shades	X	Front 30"/ Side 48" (Half solid/Half Mesh)	\$116
TS 46.4	Drivers Controls	X	Add Emergency Brake Release Valve (Base has none)	\$7
		X	<a href="#">Special Request - Relocated parking break and release valves Reference Template</a>	\$2,400
TS 46.6	Driver Foot Controls	X	Adjustable Pedals	\$1,539
TS 47	Driver's Amenities	X	Cup Holder	\$83
		X	Heated Seat (Reference Winter Weather Selection), included in seat cost	\$603
TS 49	Driver's Seat <i>Note: If these buses are subject to CMVSS, a 3-point seat belt is required.</i>	X	USSC P/N TBD Quote Outstanding <ul style="list-style-type: none"> <li>• OEM Bus Chassis Style - Protterra</li> <li>• Bus Base - Low Profile Adapter &amp; Cross Bracing, 10" Slides</li> <li>• Black Lap Belt - 9" RH Receptor - Dual Sensing - 74"</li> <li>• Suspension - Standard Air</li> <li>• Slide Release Style - Center Air Release (Low Profile)</li> <li>• Slide Button Configuration - Air Slide</li> <li>• Switchbox Location - Right Hand Controls</li> <li>• Back Adjuster - Continuous Adjustment (Knob)</li> <li>• Back Recline Angle - 15 Degrees (Standard)</li> <li>• Back Style - Medium</li> <li>• Back Foam - Poly</li> <li>• Cushion Foam - Poly</li> <li>• No Seat Alarm</li> <li>• Headrest - Standard Black Vinyl</li> <li>• No Armrests</li> <li>• Cover - Fabric &amp; Vinyl, Std Black</li> </ul> Heated Option	\$731
TS 49.8	Mirrors (Exterior)	X	Base - SafeFleet Low Mount SS Exterior Mirror / High-Mount CS Ext. Mirror w/ Integrated LED Turn Signal Lamp	\$0
TS 52	Driver's Side Window	X	Base - Flush Mounted, Single Slider Opening, Rocker Latch Handle, 75% Green, 5mm Tempered Glass	\$0
TS 53.4	Passenger Windows	X	Base - Single-Piece, Flush Mounted, 50% Grey, 5mm Tempered Glass	\$0
TS 53.2	Emergency Exit (Egress)	X	<a href="#">Special Request - Base plus 1 additional egress window on CS3 see template</a>	\$2,813
TS 54	HVAC	X	Base - Eberspaecher 136 All Electric HVAC - R134a refrigerant, 30 kW cooling, 16 kW heating (110F to 80F in 30 min. Meets Modified Houston Pull Down)	\$0
	Winter Weather Package	X	Base - None	\$0
TS 62	Hatches	X	Base - 1 x Opaque Manually Operated	\$0
TS 66	Front License Plate Holder	X	Mounted on Front bumper, toward street side of bus	\$40
TS 69.2	Access Door Latch/Locks	X	Base - Square Key for Exterior Access Panels (Except the Access Panel for the Master Battery Disconnect Switch which remains unlocked)	\$0
TS 70.2	Bike Rack	X	Sportworks 3 position - APEX 3 (Not Available in CA)	\$1,782
TS 70.2	Bike Rack Sensor	X	Base - No Sensor Installed	\$0
TS 71.1	Appearance (Exterior Graphics)	X	Base - Base bus gel coat in white (high-gloss finish)	\$0
TS 72	Decals, Numbering and Signaling	X	Base - Protterra Decal Package Biligual (English & Spanish)	\$0
TS 75.1	Operator's Barrier	X	<a href="#">Special Request - Protterra Sneeze Guard</a>	\$220
TS 75.8	Floor Covering	X	Base - Altro Meta 2.7 (Color = TFM2702 Genome 2.7mm)	\$0
TS 75.9	Interior Lighting	X	Base - Overhead LED Interior Lighting - White	\$0
TS 76	Fare Collection	X	Base - None	\$0
TS 78	Passenger Seating	X	American Seating Insight, 29-Pass., 2 A.R.M (4-pt) ADA Securement Systems	\$158
TS 79	Passenger Assists (Stanchions)	X	Base - Stainless steel except exit stanchions (yellow), 2 modesty panels without polycarbonate screens	\$0
		X	Base plus Rear Electric Plug-Slide Door (additional stanchions at exit door)	\$498
TS 79.5	Overhead	X	Base - 6 Grey Nylon Prima Grab Straps w/ Plastic Knuckle	\$0
TS 80	Passenger Doors	X	Ventura Electric, Rear Door is Plug, Slide Door	\$4,969
	Rear Door Operation	X	BASE - Driver Controlled Rear Door	\$0

Approved by:



Option Tracker - Bus Configuration

OPTION TRACKER				REV C02
Customer		South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Bus):
Number of buses		1		\$33,317
Bus Length / Model		35' Catalyst E2		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Protterra Tech Spec	Category	Customer Selection	Option	Price Impact
	Door Safety	X	Ventura VIP IR Sensor	\$1,050
TS 81.1	Loading Systems for Low-Floor Bus	X	Lift U LU11 6:1	\$2,436
TS 81.5	Wheelchair Accomodations	X	Base -2 ADA Positions with 4-point ADA securement system (Q'Straint)	Incl. Seat Quote
TS 83	Destination Signs	X	Base - Hanover, Amber Front - 160x17, Curb Side - 112x15, NO REAR SIGN	-\$150
TS 84	Interior Doc Holders & Advertising	X	Add 11" Advertisement Holders	\$286
	Exterior Advertising	X	Base - None	\$0
TS 85	Passenger Stop Request / Exit Signal	X	Base - Touch Tape, Single Switch on Stanchion Forward of Rear Door	\$0
	ADA Stop Request Signal Type	X	Base - Touch Pad on Seat	\$0
	Stop Requested-Next Stop Sign	X	Base - Backlit "Stop Requested" sign, Transign #SRD300	\$0
TS 86.1	Camera Surveillance System	X	Special Request - REI HD800 Reference Surveillance Template	\$5,892
TS 86.2	Public Address System	X	Base - REI PA Only w/ Gooseneck mic activation switch on mic. 8 interior speakers and 1 exterior speaker	\$0
		X	Base - None	\$0
TS 86.3	Automatic Passenger Counter (APC)	X	Special Request - Space claim in the radio box for equipment install later.	\$0
		X		\$0
TS 86.4	ITS	X	Special Request - Wiring Provisions Reference Electronics Template	\$750
TS 86.4.4	Emergency Alarm	X	Base - Covert switch Triggers Destination Sign Emergency Message ONLY	\$0
TS 86.5	Voice/CB (2-way) Radio System	X	Special Request - Provisions for Motorola Radio Reference Electronics Template	\$300
TS 86.6	Interior Passenger Display Monitors	X	Base - None	\$0
TS 87	Event Data Recorder	X	Base - None	\$0
TS 88	Pedestrian Turn Warning System	X	Base - None	\$0
	Other	X	Special Request - Yield to Bus Sign	\$345

Approved by:



**Option Tracker - Charger Configuration**

CHARGER				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Unit):	\$51,000
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Number of chargers</b>	1			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	SAE J1772 CCS Type 1 Plug-In Chargers	X	60kW Proterra PCS + Remote Dispenser	\$47,500
NA	Plug-In Charger Accessories	X	Base: 10' CCS Cord, Wall-Mounted	\$0
		X	Pedestal Mounting	\$750
NA	Charger Commissioning	X	60kW or 125kW Plug-In Charger Commissioning (per PCS unit)	\$2,750

Configuration as noted above approved by:



Option Tracker - Warranty Options

WARRANTY						REV C02		
Customer		South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Bus):		\$0		
Number of buses		1						
Bus Length / Model		35' Catalyst E2						
Contract/P.O. #		TBD						
Tentative Delivery Date		TBD						
<p>Place a "Y" in column "G" for all applicable warranties. All Extended Warranties are designated by Orange Boxes.                      Any warranty coverage requested by the customer not listed in the tracker would be considered a "Custom Warranty" and should be entered at the bottom of the page with a detail description of coverage.                      For pricing see Warranty Pricing sheet or contact the Warranty Manager.                      Note **Extended Warranty Duration shown is added to the Standard Warranty Duration (I.E. If Standard Warranty Duration is 2 years and the customer is seeking 5 years of coverage you will choose the 3 year extended warranty)</p>								
Warranty Area	Warranty Terms: Template Name	Covered Items	Warranty Type	Duration	Unit of Time	Warranty Applicable (Indicate "Y" if Yes)	Price	Extended Price
Body Warranty Package	Body Warranty Package - 12 Year/600,000 Std	Main Monocoque Structure & Corrosion Non-Structural Body elements of: Monocoque Body, Composite Materials Component within the Structural and Body Warranty against rust-through.	Standard	12	Years	Y	N/C	N/C
Chassis Package	Chassis Package - 2 Year/100,000 Std	AXLES, STEERING, BRAKES & Suspension, ABS Controller, Front Suspension/Axle Assy, Rear Suspension Assy, Air Bags/Shocks, Ride Height Controller, Ride Height Sensors, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering Pump/Motor Limited warranty	Standard	2	Years	Y	N/C	N/C
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 1 Year/50,000 Std		Standard	1	Years	Y	N/C	N/C
Control Systems Package	Control Systems Package - 2 Year/100,000 Std	ZR Vehicle Controller, Multiplex, Powertrain Controller, DMUX, Charge Controller, WCCM (Pantograph), Data Logger, Ride Height Controller, Body Controller, ABS Controller	Standard	2	Years	Y	N/C	N/C
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 2 Year/100,000 Std	VFD, DC-DC, EMP Pump, HV Junction Box, Radiator, Grayson Pump (if equipped)	Standard	2	Years	Y	N/C	N/C
HVAC Package	HVAC Package - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 2 Year/100,000 Std	Traction Motor, Traction Motor Inverter, Transmission, Output Flange, Drive Shaft	Standard	2	Years	Y	N/C	N/C
Vehicle Structural Package	Vehicle Structural Package - 3 Year/150,000 Std	Includes the structural elements of the following: Suspension, Front & Rear, Powertrain Cradle, Including Support Members	Standard	3	Years	Y	N/C	N/C
Battery	Battery - State of Health - 6 Year Std	Battery (ESS) - Standard State of Health - 6yr/usage per warranty document	Standard	6	Years	Y	N/C	N/C
ADA Ramp	ADA Ramp - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Destination Signs	Destination Signs - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Door Systems	Door Systems - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Fire Suppression	Fire Suppression - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Low Voltage Power	Low Voltage Power - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Seats	Seats - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Windows	Windows - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Charger Depot	Charger Depot - 2 Year Std		Standard	2	Years	Y	N/C	N/C

Approved by:





Option Tracker - Training Options

TRAINING				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Order):	\$0
<b>Number of buses</b>	1			
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	FSR Familiarization Coaching (Introduction to the bus)	X	Base - Up to 8, 2hr classes (16hrs total)	\$0
NA	First Responder Training	X	Base - 1, 2-4hr class (8hrs total)	\$0
NA	Operator Training - Depot Charge	X	Base - 4, 4hr classes (16hrs total)	\$0
NA	Bus Maintenance Training	X	<b>Option 1</b> 3, 16hr classes (Maintenance 1, Maintenance 2, Advanced Diagnostics and Troubleshooting)  *Dependant on agency's needs/availability **This option requires the same student roster for each session ***Classes are typically delivered 30 days after vehicle delivery, 120 days after vehicle delivery, and 30 days prior to the end of the 1st year of warranty respectively	\$0
NA	Charger Maintenance Training - PCS Chargers	X	Base - 1, 8hr class	\$0


Configuration as noted above approved by:



Option Tracker - Manuals Options

MANUALS				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Order):	\$0
<b>Number of buses</b>	1			
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	Parts Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Operator Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Maintenance and Repair Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Quick Reference Guides	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Electrical Schematic	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0

Configuration as noted above approved by:

		<b>Driver's Overhead Plate</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01


Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

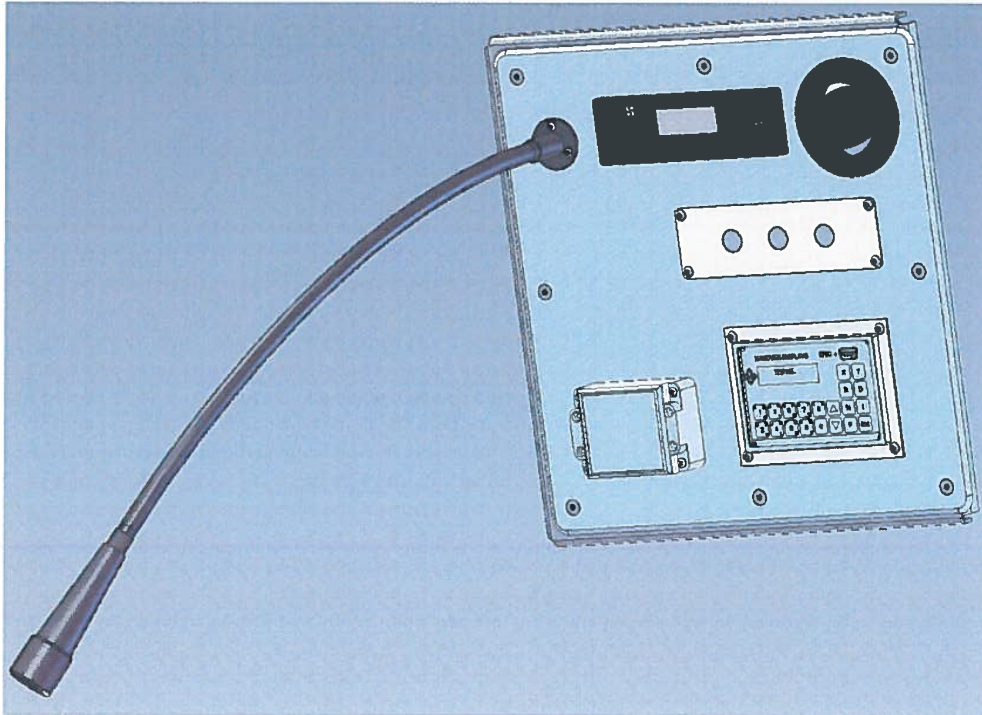
### Proterra 35' Driver's Overhead Plate

**Proterra standard equipment on overhead panel**


- Standard 3" Driver's Conditioned Air Ducts (QTY: 2)
- Standard HVAC Control Unit



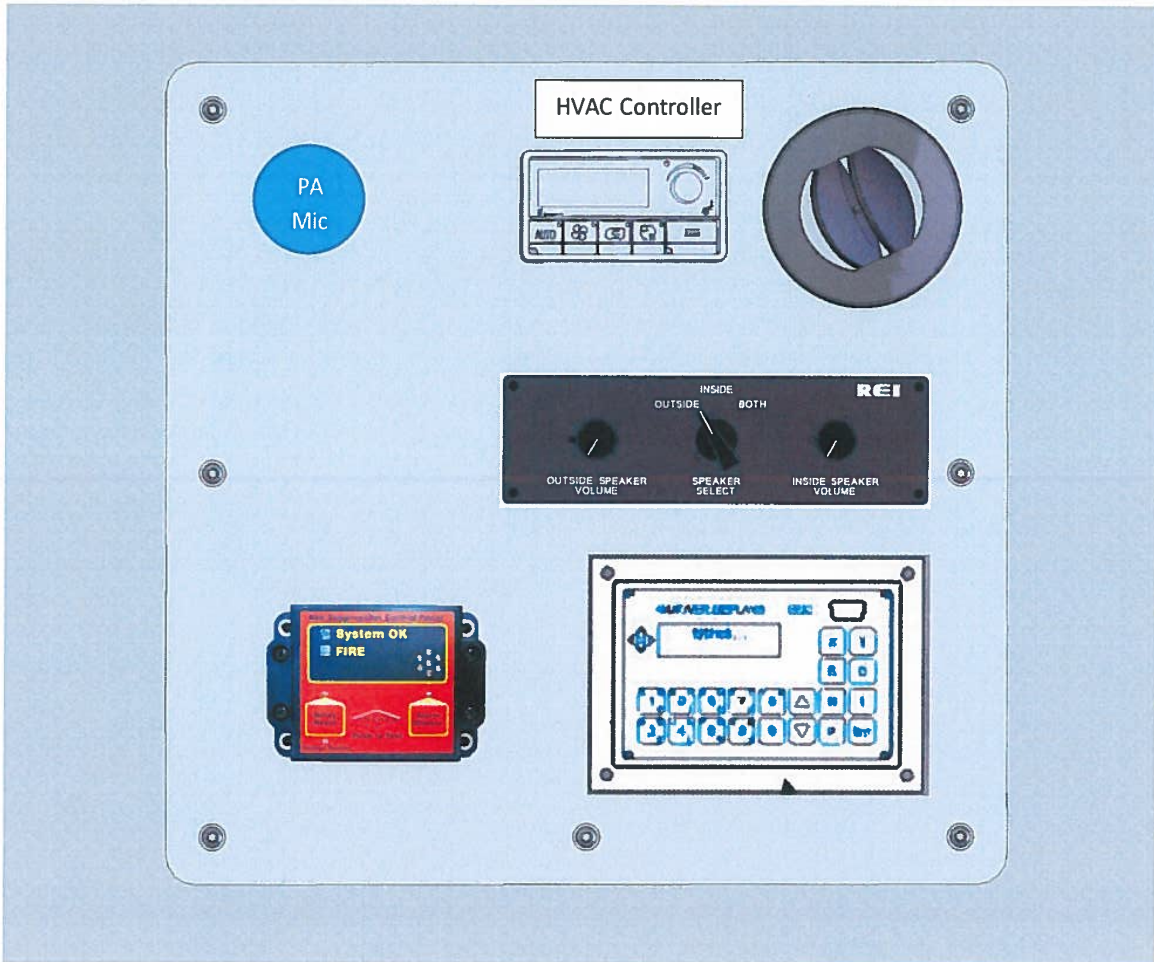
 <b>PROTERRA</b>		<b>Driver's Overhead Plate</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01




SMART Lot 1 Overhead Plate

 <b>PROTERRA</b>	<b>Driver's Overhead Plate</b>		
Agency:	<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02
		Revision:	A01

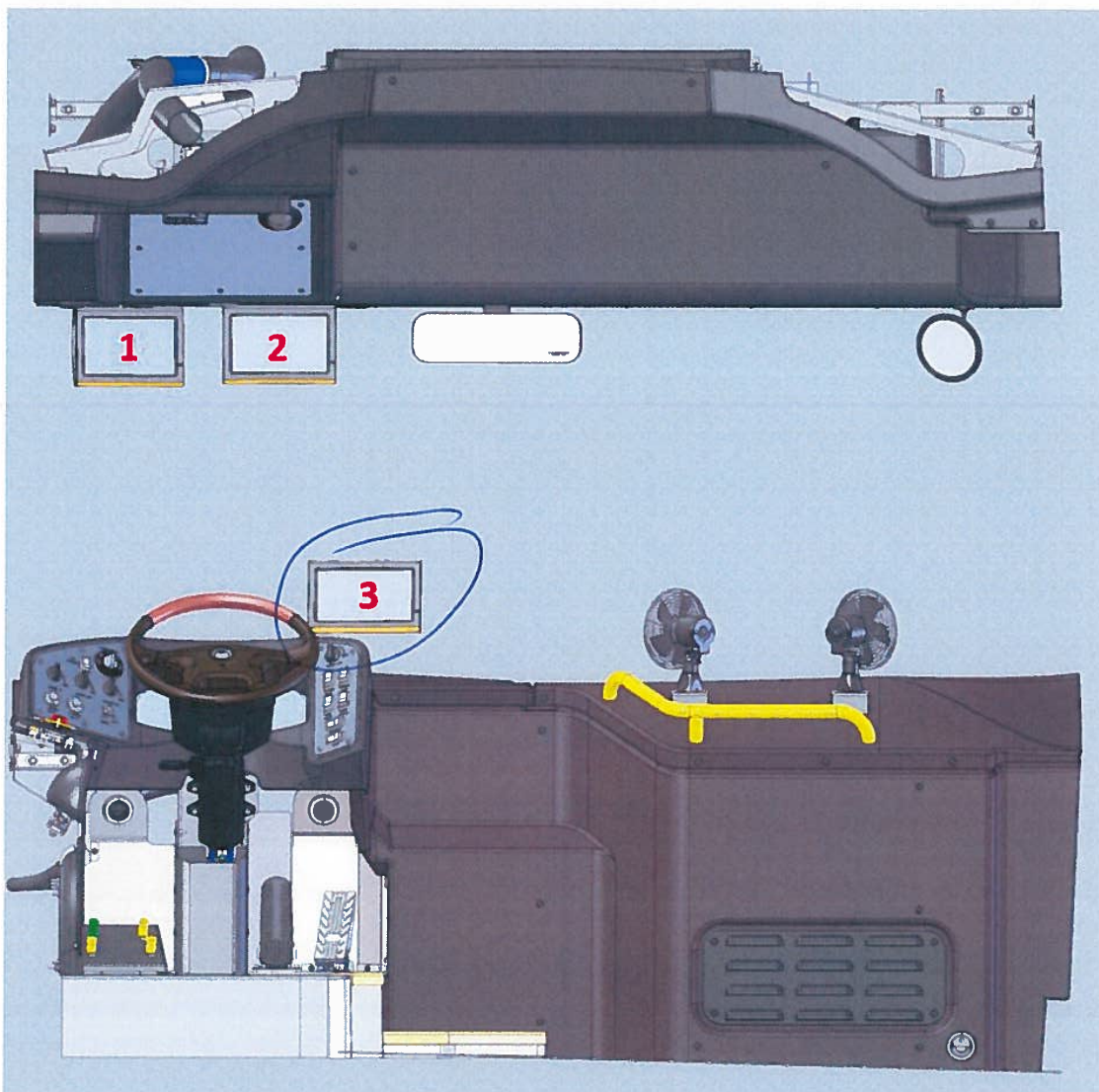
Please Sketch Any Desired Custom Configurations on Drawing Provided:






		<b>Driver's Overhead Plate</b>	
Agency:	<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02
		Revision:	A01

Please indicate the preferred location (1, 2, 3) for driver's interface systems (MDT, Orbstar etc...). If alternate location is desired, please indicate below. Additionally, please indicate the desired location for other driver's interface devices (Radio, Fare Collection, Card reader etc.) *#3 selected*




		<b>Driver's Overhead Plate</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #			Lot/Build #:	02	Revision: A01


**Customer Configuration Specifications:**

- Fill out the table below for devices and components that the driver will interface with. Please include a description (ex. Radio, MDT, Fire Suppression Module), the desired location (ex. Overhead plate, CS Dash), and the vendor.

#	Vendor	Description	Location	QTY
1	Hannover	Sign controller	See above	1
2	REI	Driver interface	See above	1
3	REI	PA Microphone	See above	1
4	Amarex	System control head	See above	1
5				

Agency Representative: (Print) <i>Scott Simonon</i>		Date:
(Sign) 		<i>11/12/20</i>
<p><i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i></p>		

Rev	Change Description	Created By	Date	ECR-#

		<b>Electronics Template</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

**Custom Configuration Specifications:**


- Review all vendor quotes to ensure a correct and complete bill of material. Customers are not expected to verify cables or harnesses.
- All 3<sup>rd</sup> party on board systems that interface with the vehicle should be included in this document. This includes but is not limited to: Intelligent transportation system (ITS), Video Surveillance, Radio etc.

Vendor Name	Quote Number	Customer Approved
SMI/Transpec -Yield Sign P/N 7600-000-000		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**Testing and Witnessing Requirements:**

- Proterra will, to the greatest extent possible, test equipment to ensure proper installation and operation.
- Proterra will complete and execute a test plan specific to the customer configuration.
- The Proterra standard is for CAD/AVL suppliers to visit Proterra facility and provide signoff on system installation and functionality.

Does the customer want to witness the system testing?	<b>No</b>
Does the customer have a specific test plan that needs to be completed before acceptance?	<b>No</b>
Does the customer require a vendor to witness and complete system test?	<b>No</b>
Which vendor(s) are required for this activity?	<b>NA</b>

 <b>PROTERRA</b>		<b>Electronics Template</b>				
Agency:		<b>South Metro Area Regional Transit</b>				
Protterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020	
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy	
Arena File Number #			Lot/Build #:	02	Revision:	A01

**Future ITS system provisional wiring:**

Wires for provisions will be blunt cut, capped off, and labeled. Wires for provisions will be located in the street side wheel well radio box with 1' service loop.

Power protected by 15A resettable circuit breakers

- 12v Unswitched
- 24v Unswitched


Power Protected by 10A resettable circuit breakers

- 12v switched
- 24v switched

Four Ground wires will be provided along with the power provisions.

+12V High Side Discrete Signals

- Front Door Open
- Rear Door Open
- Left Turn Signal
- Right Turn Signal
- Reverse
- ADA Ramp Deployed
- Stop Requested
- ADA Stop Requested

 <b>PROTERRA</b>		<b>Electronics Template</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Protterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01

**Provisional Installations – Items to be installed by the Agency after taking delivery of the bus.**

**Note: Proterra does not accept parts provided by the Agency for installation. The installation of such parts is the sole responsibility of the Agency.**

- For any component not included in a quote, and mechanical or electrical provisions are required, please detail the components in the table below.
- Please indicate the desired level of electrical and mechanical provisions. Electrical provisions can either include unterminated or terminated wiring. Mechanical provisions can either include space allocation or mounting provisions (i.e. pre-drilled holes, weld-nuts and/or mounting brackets).
- Vendor information and a contact for the vendor is required for these components.


#	Vendor	Description	Elec Provisions (Blunt/Term)	Mech Provisions (Space/Mount)
1	TBD	CAD/AVL/ITS Provisions	See Above	Space in radio box
2	TBD	APC System	NA	Space in radio box
3	Motorola	2-Way Radio	+12V and Ground run to right side of the dash.	Space on right side of dash
4				
5				
6				

Agency Representative: (Print) <i>SCOTT SIMANTON</i>	Date: <i>11/12/20</i>
(Sign) <i>[Signature]</i>	

*Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.*


Sales Force #'s		Change Description	Created By	Date	ECR-#
Rev					



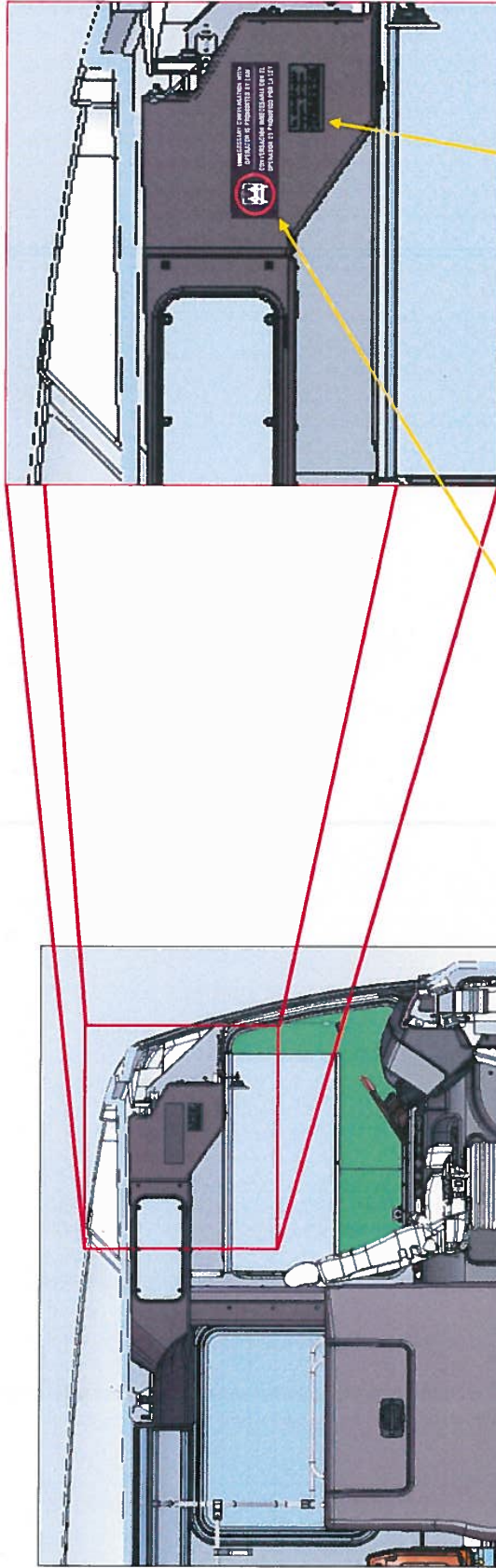
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
<b>Agency:</b>	<b>South Metro Area Regional Transit</b>
<b>Proterra Contact:</b>	<b>Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076</b>
<b>Agency Contact:</b>	<b>Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567</b>
<b>Arena File Number #</b>	<b>Lot/Build #: 02</b>
	<b>Dated: 11.03.2020</b>
	<b>Deadline: mm.dd.yyyy</b>
	<b>Revision: A01</b>

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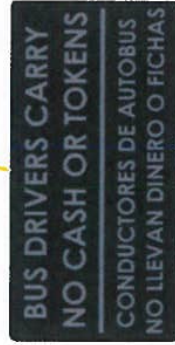
<b>35' Platform [English / Spanish]</b>			
<b>ITEM #</b>	<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QTY</b>
10	017408	PLACARD, UNNECESSARY CONVERSATIONS	1
20	017409	PLACARD, BUS DRIVERS CARRY NO CASH OR COINS	1
30	017427	PLACARD, EMERGENCY EQUIPMENT	1
40	017410	PLACARDS, FIRE EXTINGUISHER	1
50	039885	DECAL, PROHIBITED ITEMS / ACTIVITIES	1
60	017472	PLACARD, EMERGENCY DOOR RELEASE	2
70	017404	DECAL, WATCH YOUR STEP, ENG/SP	3
80	008324	DECAL, WHEELCHAIR SECUREMENT	2
90	008700	DECAL, PRIORITY SEATING, ENG/SP	2
100	008698-001	DECAL, WATCH YOUR STEP, VERTICAL (BLACK ON CLEAR)	2
110	008699-001	DECAL, PISE CON CUIDADO, VERTICAL (BLACK ON CLEAR)	2
120	007271	DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED	2
130	017704	DECAL, DO NOT TOUCH, VERTICAL	4
140	006946	DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL	2
150	018904	DECAL, EMERGENCY EXIT	3
160	017856	DECAL, EMERGENCY EXIT, REAR DOOR	7
170	018892	DECAL, WINDOW AHEAD, EMERGENCY EXIT	2
180	049242(3)	DECAL, EPA (CARB) EMISSION LABEL, MY2020	1
190	039386	DECAL, PROP 65 WARNING	1

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
<b>Agency:</b> South Metro Area Regional Transit	
<b>Protterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Dated:</b> 11.03.2020
<b>Agency Contact:</b> <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Deadline:</b> mm.dd.yyyy
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
	<b>Revision:</b> A01


**Item #10 - PLACARD, UNNECESSARY CONVERSATIONS / Item #20 - PLACARD, BUS DRIVERS CARRY NO CASH OR COINS**



PN: 017408; PLACARD, UNNECESSARY CONVERSATIONS



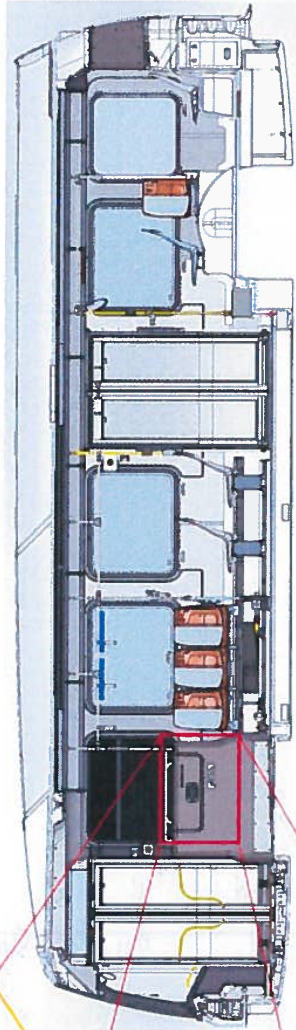
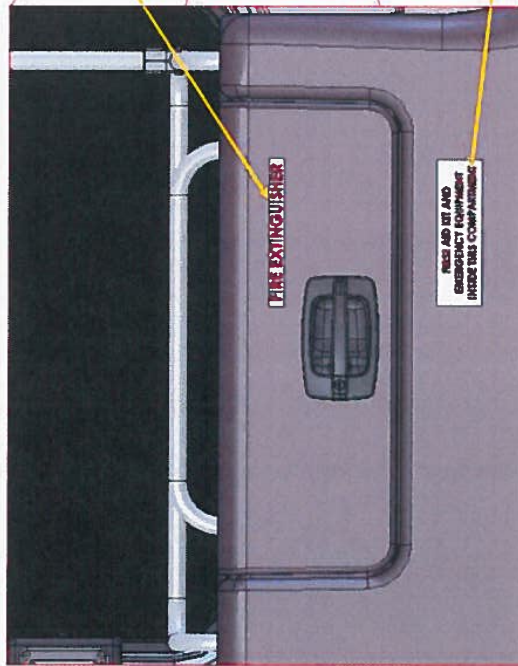
PN: 017409; PLACARD, BUS DRIVERS CARRY NO CASH OR COINS

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	South Metro Area Regional Transit
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

**Item #30 – PLACARD, EMERGENCY EQUIPMENT / Item #40 – PLACARD, FIRE EXTINGUISHER**

**FIRE EXTINGUISHER**


PN: 017410; PLACARD, FIRE EXTINGUISHER



**FIRST AID KIT AND EMERGENCY EQUIPMENT INSIDE THIS COMPARTMENT**

PN: 017427; PLACARD, EMERGENCY EQUIPMENT

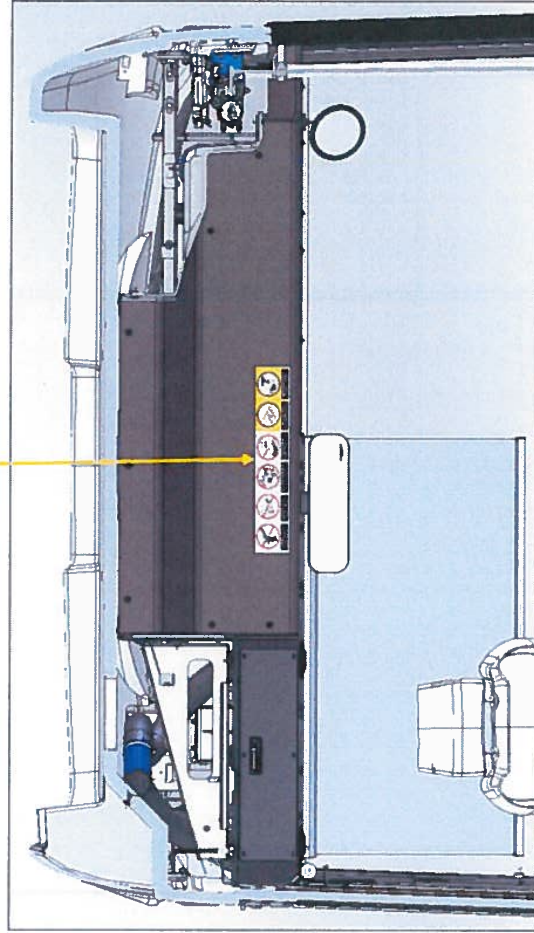
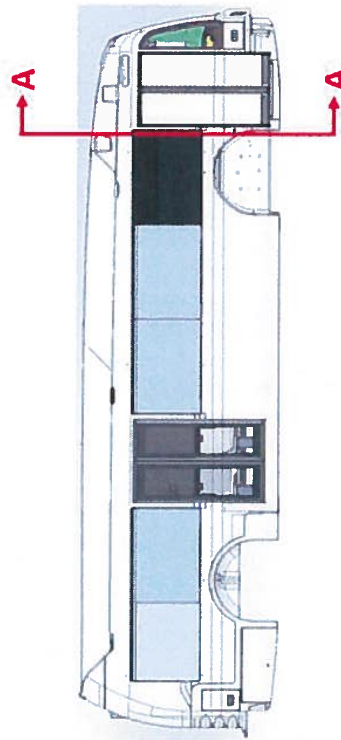


<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
Agency:	<b>South Metro Area Regional Transit</b>
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy


**Item #50 – DECAL, PROHIBITED ITEMS / ACTIVITIES**



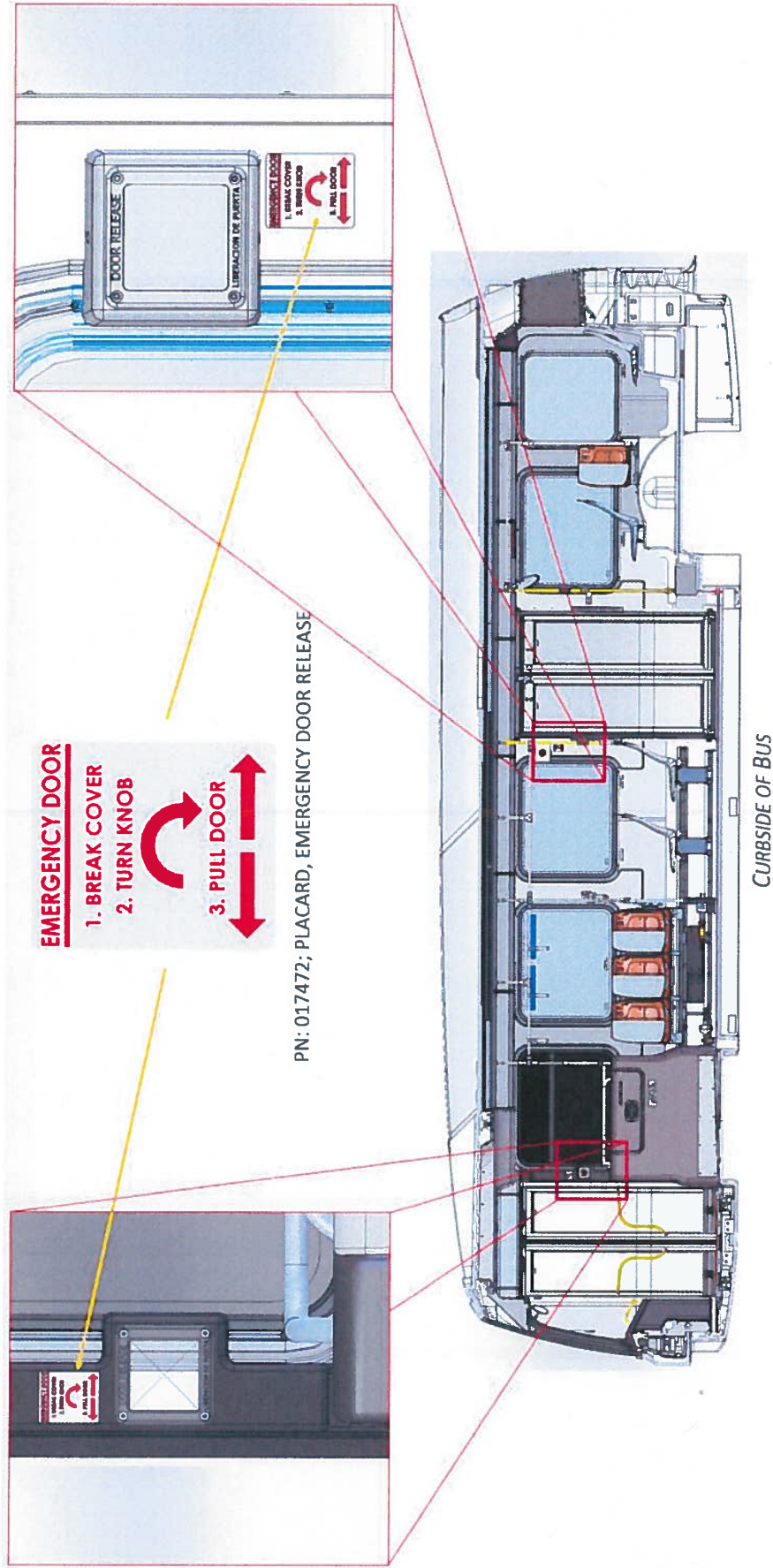
**PN: 039885; DECAL, PROHIBITED ITEMS / ACTIVITIES**



**SECTION A-A**


<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
Dated:	11.03.2020
Deadline:	mm.dd.yyyy

**Item #60 – PLACARD, EMERGENCY DOOR RELEASE**

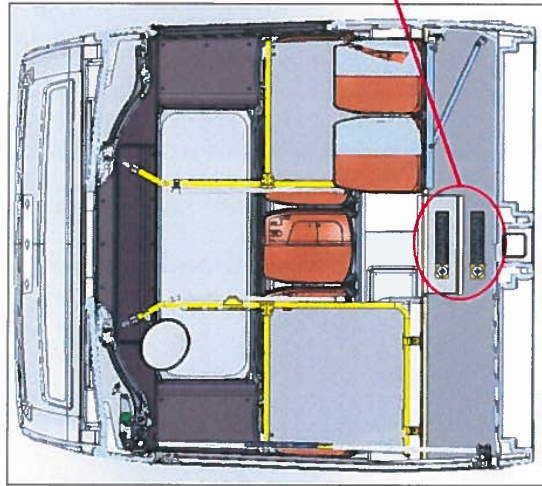


**EXHIBIT A**  
20 of 49



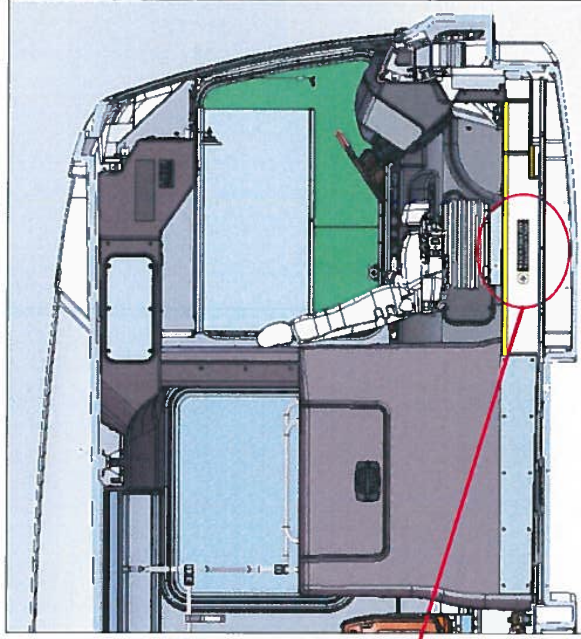
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
<b>Agency:</b> South Metro Area Regional Transit	
<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Dated:</b> 11.03.2020
<b>Agency Contact:</b> Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Deadline:</b> mm.dd.yyyy
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
	<b>Revision:</b> A01

Item #70 – DECAL, WATCH YOUR STEP, ENG/SP



**WATCH YOUR STEP**  
Precaución al Subir

PN: 017404; DECAL, WATCH YOUR STEP, ENG/SP

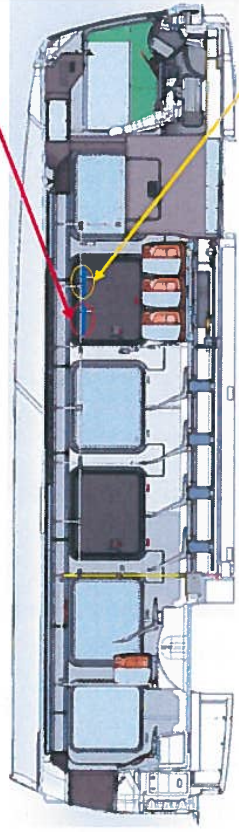


<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
<b>PROTERRA</b>			
Agency:	South Metro Area Regional Transit		
Protterra Contact:	Nishant Dixit	<a href="mailto:NDixit@Protterra.com">NDixit@Protterra.com</a>	Dated: 11.03.2020
Agency Contact:	Contact Name	<a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a>	Deadline: mm.dd.yyyy
Arena File Number #	001.864.123.4567	Lot/Buid #: 02	Revision: A01

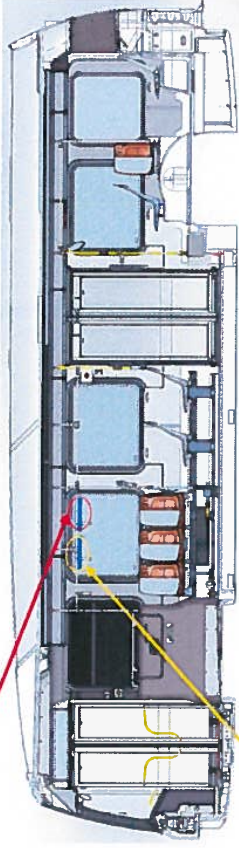
**Item #80 – DECAL, WHEELCHAIR SECUREMENT / Item #90 – DECAL, PRIORITY SEATING, ENG/SP**


  
**WHEELCHAIR SECUREMENT LOCATION**  
Lugar para asegurar su silla de ruedas

PN: 008324; DECAL, WHEELCHAIR SECUREMENT  
 NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON SEATING CONFIGURATION




STREETSIDE OF BUS



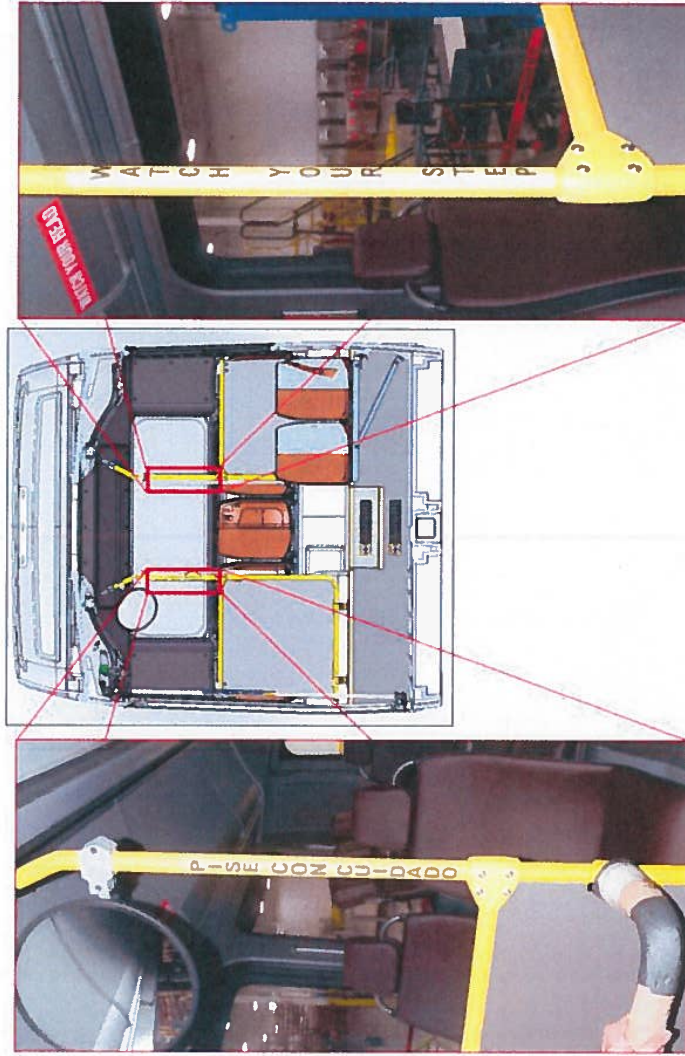
CURBSIDE OF BUS


  
**PRIORITY SEATING FOR SENIORS AND DISABLED**  
Personas Mayores e Incapacitadas tienen prioridad de asiento

PN: 008700 ; DECAL, PRIORITY SEATING, ENG/SP  
 NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON SEATING CONFIGURATION

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
Dated:	11.03.2020
Deadline:	mm.dd.yyyy

**Item #100 / Item #110 – DECAL, WATCH YOUR STEP, VERTICAL**



**P I S E   C O N   C U I D A D O**


PN: 008699-001;  
DECAL, PISE CON CUIDADO, VERTICAL

**W A T C H   Y O U R   S T E P**

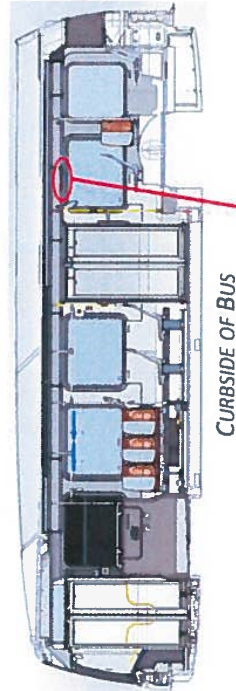
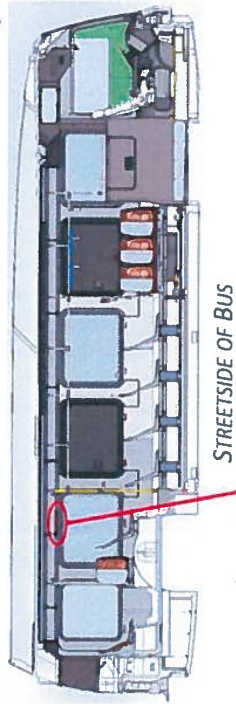
PN: 008698-001;  
DECAL, WATCH YOUR STEP, VERTICAL

**NOTE: FRONT AND REAR USE DIFFERENT LANGUAGES**




<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
<b>Agency:</b> South Metro Area Regional Transit	
<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Dated:</b> 11.03.2020
<b>Agency Contact:</b> <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Deadline:</b> mm.dd.yyyy
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
	<b>Revision:</b> A01

**Item #120 – DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED**

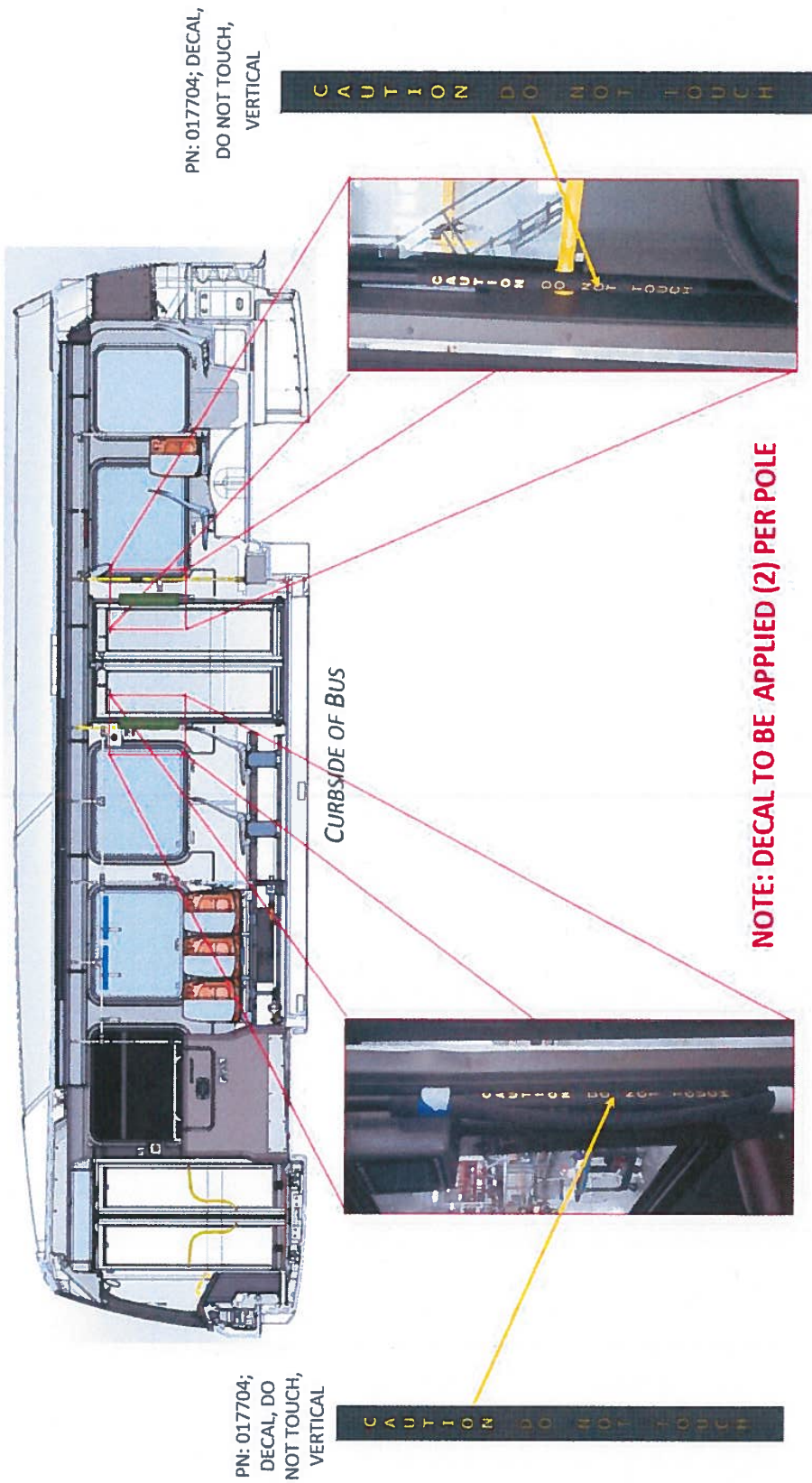


**WATCH YOUR HEAD**


PN: 007271;  
DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
<b>Agency:</b> South Metro Area Regional Transit	
<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Dated:</b> 11.03.2020
<b>Agency Contact:</b> <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Deadline:</b> mm.dd.yyyy
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
	<b>Revision:</b> A01

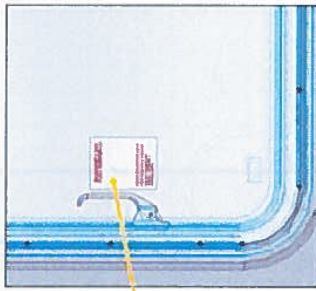
**Item #130 – DECAL, DO NOT TOUCH, VERTICAL**





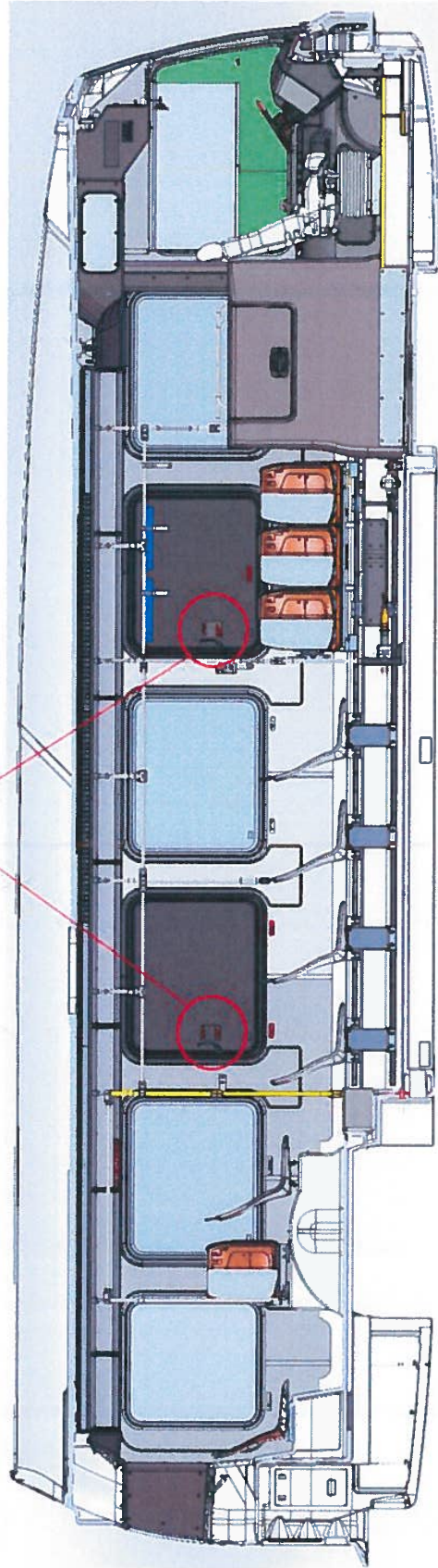
<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
 PROTERRA	<b>Agency:</b> South Metro Area Regional Transit	<b>Dated:</b> 11.03.2020	
<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		<b>Deadline:</b> mm.dd.yyyy	
<b>Agency Contact:</b> <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a>		<b>Revision:</b> A01	
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02		

**Item #140 – DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL**




PN: 006946; DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL

NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON WINDOW CONFIGURATION



**STREETSIDE OF BUS**

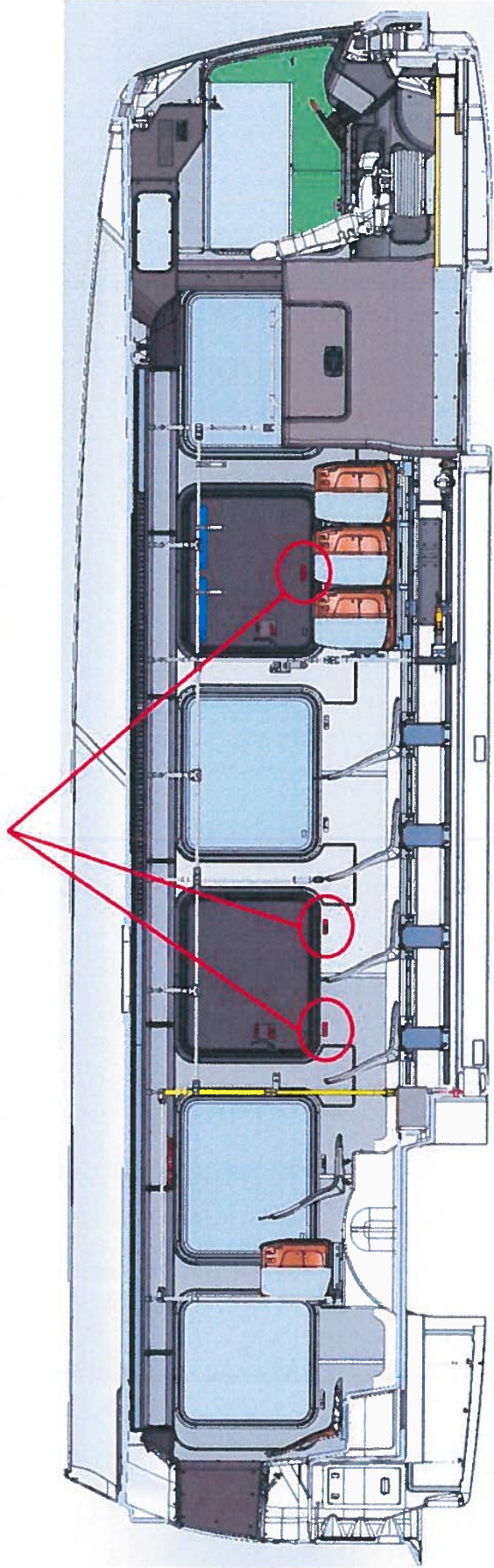
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	
Dated:	11.03.2020
Deadline:	mm.dd.yyyy
Revision:	A01
Lot/Build #:	02

Item #150 – DECAL, EMERGENCY EXIT




PN: 018904; DECAL, EMERGENCY EXIT

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



**STREETSIDE OF BUS**



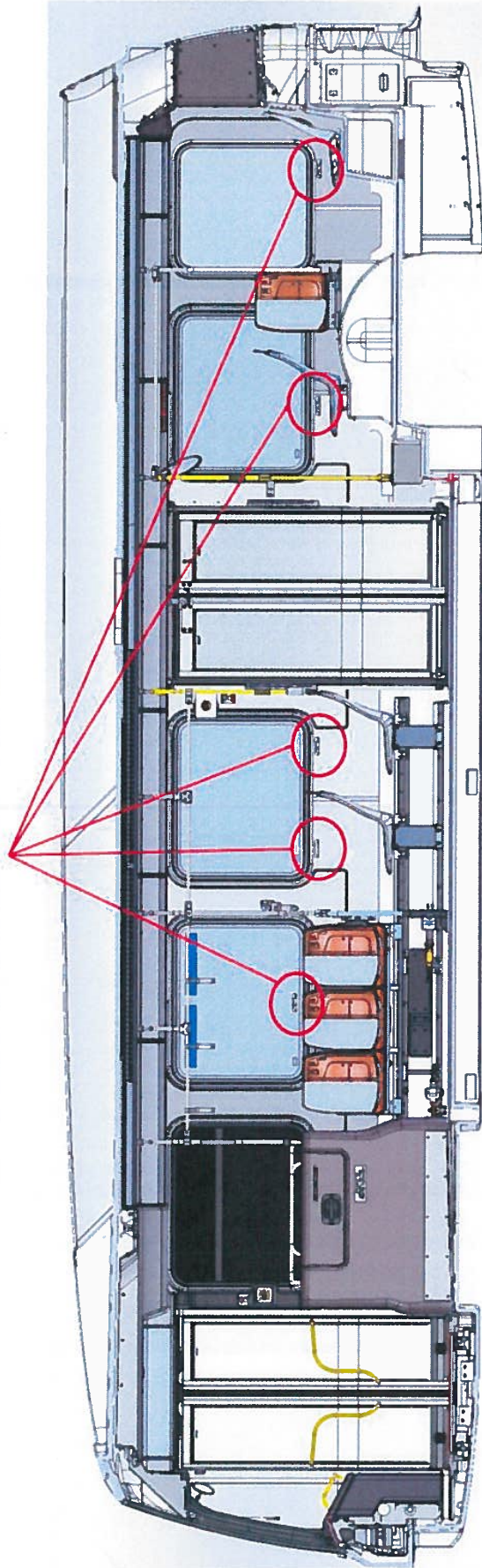
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

Item #160 – DECAL, EMERGENCY EXIT, REAR DOOR




PN: 017856; DECAL, EMERGENCY EXIT, REAR DOOR

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



CURBSIDE OF BUS

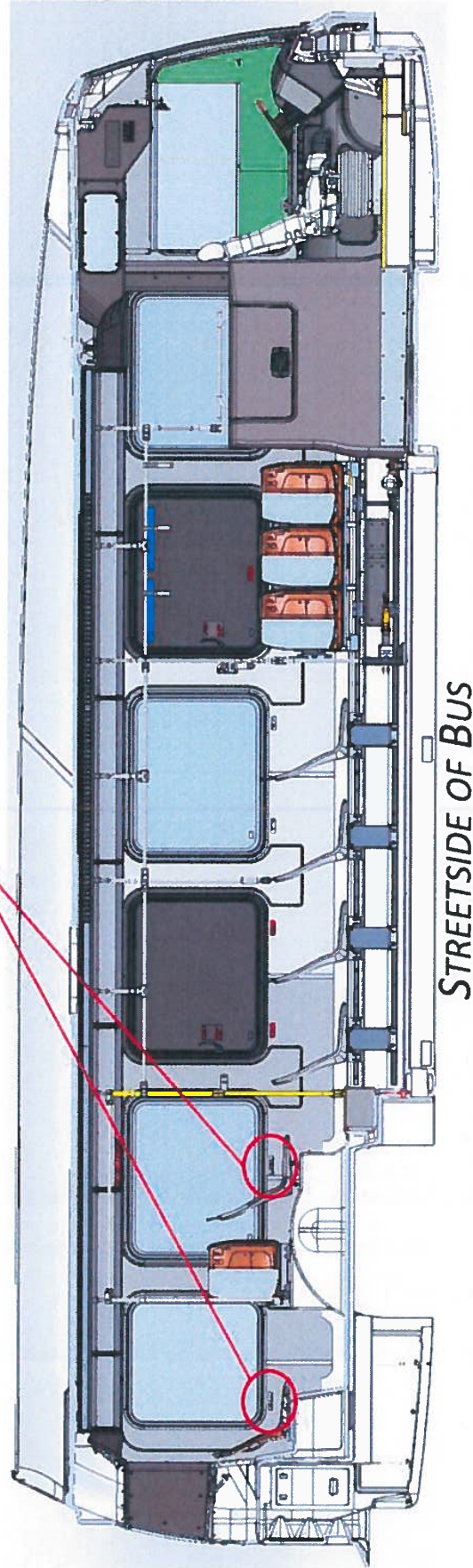
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

Item #160 – DECAL, EMERGENCY EXIT, REAR DOOR




PN: 017856; DECAL, EMERGENCY EXIT, REAR DOOR

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS





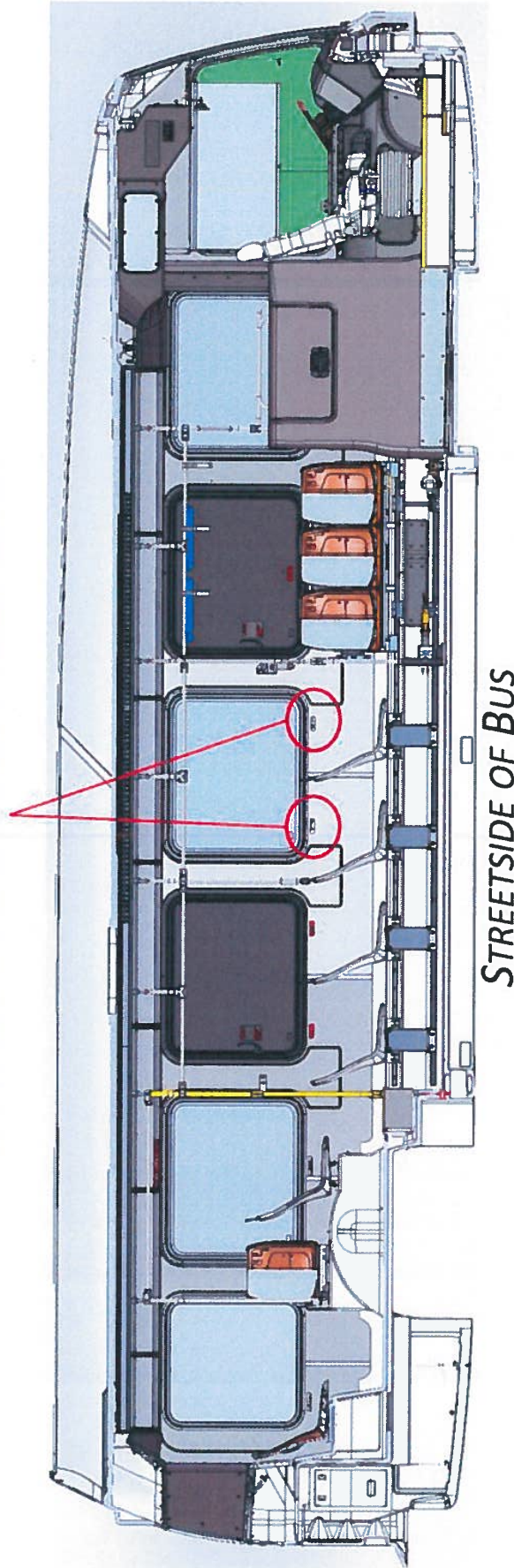
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
<b>Agency:</b>	<b>South Metro Area Regional Transit</b>
<b>Proterra Contact:</b>	<b>Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076</b>
<b>Agency Contact:</b>	<b>Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567</b>
<b>Arena File Number #</b>	<b>Lot/Build #: 02</b>
	<b>Dated: 11.03.2020</b>
	<b>Deadline: mm.dd.yyyy</b>
	<b>Revision: A01</b>

**Item #170 – DECAL, WINDOW AHEAD, EMERGENCY EXIT**



**PN: 018892; DECAL, WINDOW AHEAD, EMERGENCY EXIT**

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS





<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
<b>Agency:</b>	<b>South Metro Area Regional Transit</b>		
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		
<b>Arena File Number #</b>	<b>Lot/Build #:</b>	<b>Dated:</b>	<b>Revision:</b>
	02	11.03.2020	A01

**Item #180 – DECAL, EPA / CARB EMISSION LABEL, MY2020**

**NON-CALIFORNIA CUSTOMERS**

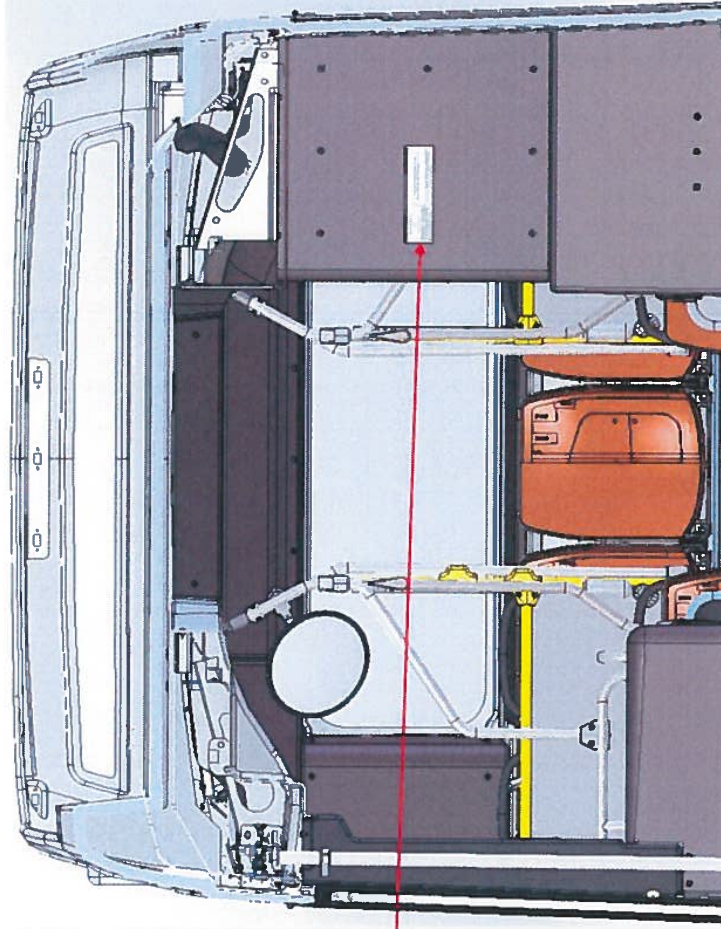
PN: 049242; DECAL, EPA EMISSION LABEL, MY2020


<b>VEHICLE EMISSION CONTROL INFORMATION</b>	
MFG BY Proterra Inc  <b>PROTERRA</b>	THIS VEHICLE COMPLIES WITH U.S. EPA REGULATIONS FOR 2020 HEAVY-DUTY VEHICLES
<b>VEHICLE FAMILY:</b> LPRT2VOCVBEB	
<b>EPA REGULATORY SUB-CATEGORY:</b>	VOCATIONAL VEHICLE OVER 33,000 POUNDS GVWR
<b>EMISSION CONTROL SYSTEM:</b>	ALL-ELECTRIC VEHICLE

**CALIFORNIA CUSTOMERS**

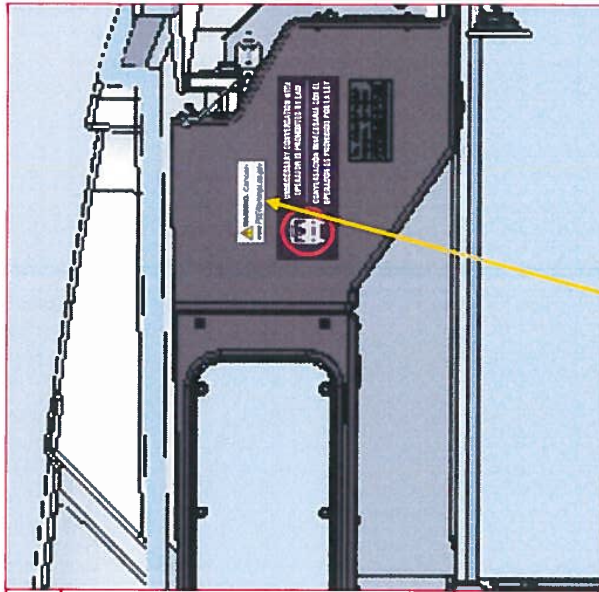
PN: 049243; DECAL, CARB EMISSION LABEL, MY2020

<b>VEHICLE EMISSION CONTROL INFORMATION</b>	
MFG BY Proterra Inc  <b>PROTERRA</b>	THIS VEHICLE COMPLIES WITH U.S. EPA AND CALIFORNIA REGULATIONS FOR 2020 HEAVY-DUTY VEHICLES. NO FUEL-FIRED HEATERS MAY BE INSTALLED
<b>VEHICLE FAMILY:</b> LPRT2VOCVBEB	
<b>EPA REGULATORY SUB-CATEGORY:</b>	VOCATIONAL VEHICLE OVER 33,000 POUNDS GVWR
<b>EMISSION CONTROL SYSTEM:</b>	ALL-ELECTRIC VEHICLE



<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
Agency:	<b>South Metro Area Regional Transit</b>
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

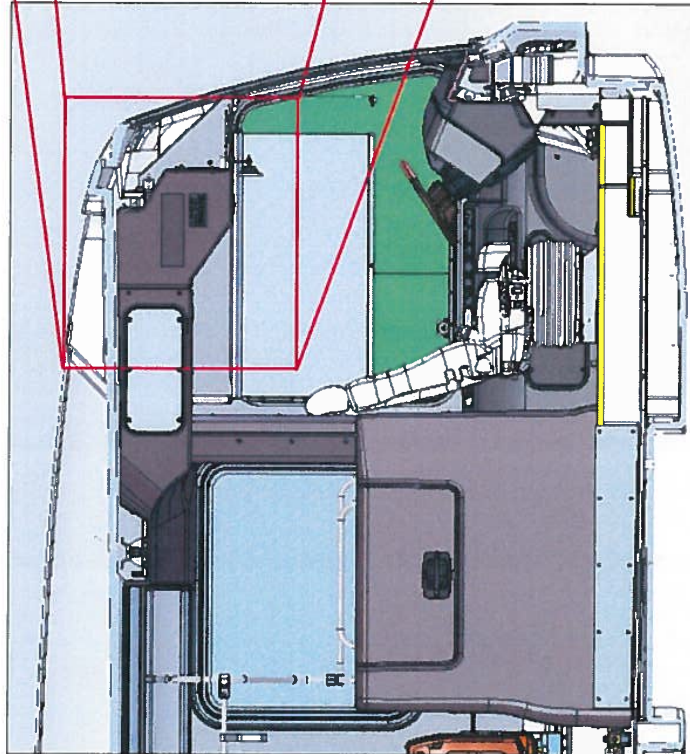
Item #190 – DECAL, PROP 65 WARNING





CALIFORNIA CUSTOMERS ONLY  
PN: 039386; DECAL, PROP 65 WARNING



**WARNING: Cancer-**  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)




35' Platform Interior Decal Layout [English/Spanish]			
	Agency:	South Metro Area Regional Transit	
Proterra Contact:	Nishant Dixit	<a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a>	Dated: 11.03.2020
Agency Contact:	Contact Name	<a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a>	Deadline: mm.dd.yyyy
Arena File Number #		Lot/Build #: 02	Revision: A01

Agency Representative: (Print) <i>SCOTT SIMONTOA</i>	Date: <i>11/12/20</i>
(Sign) 	
<p>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</p>	

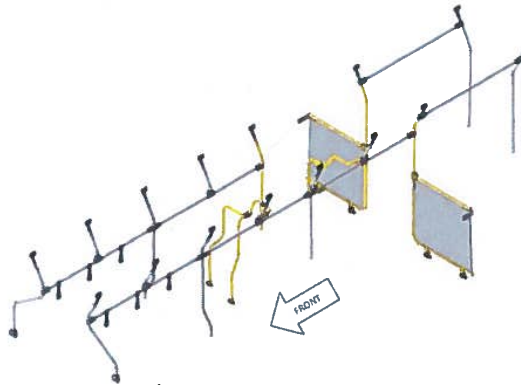
Salesforce #'s	Change Description	Created By	Date	ECR #



 <b>PROTERRA</b>		<b>Passenger Assists Template (35' / 40')</b>	
<b>Agency:</b>	South Metro Area Regional Transit	<b>Revision:</b>	A01
<b>Proterra Contact:</b>	Nishant Dixit NDixit@Proterra.com 001.864.214.7076	<b>Dated:</b>	11.03.2020
<b>Agency Contract:</b>	Contact Name [Contact@Agency.gov] 001.864.123.4567	<b>Deadline:</b>	MM/DD/YYYY
<b>Arena File Number #:</b>	[ File Number ]	<b>Lot / Build #:</b>	02

<b>Platform:</b>	35'	← Select the platform length [35' or 40']
<b>Door Type:</b>	Plug Slide	← Select the door type [In-Swinging or Plug Slide]

Standard Layout Image:



**Standard Proterra Stanchion Kit:**

- All assists are 180 grit polish, with the exception of the vertical stanchion at the rear door which is powder coated yellow (RAL-1023)
- Horizontal Assist Height (from Standing Floor):
  - Lower Floor = 72.5"
  - Upper Floor = 65"
- (6) Gray - Extruded Nylon Grab Straps [w/ metal knuckle]
- (1) Stop Request Button - installed on the yellow vertical stanchion forward of the rear door.
- (2) Modesty Panels [provided at the transition from the lower floor to the upper floor]
  - Tubing and Fittings are powder coated yellow [RAL-1023]
  - Insert panels are 3/8" Kydex T material with Matrix Gray [#53424] appearance


X ← Enter 'X' into this box to select Proterra's Standard offering [table will autopopulate]

Customer Characteristics Table		
Stanchions	Vertical Assists	Lower Floor: 180 Grit Polish
		Upper Floor: 180 Grit Polish
	Horizontal Assists	Lower Floor: 180 Grit Polish
		Upper Floor: 180 Grit Polish
		Stop Request Stanchion [Rear Door]: Yellow Powder Coat [RAL-1023]
	Passenger Grab Rail [Rear Door]: Yellow Powder Coat [RAL-1023]	
Grab Straps	Strap Type [Extruded or Woven]:	Extruded
	Number of Straps:	6 [Standard]
	Color:	Gray
	Collars Required (Y/N):	No
Modesty Panels	Tubing / Fitting Color:	Yellow Powder Coat [RAL-1023]
	Insert Panel Color:	Matrix Gray [#53424]
	Additional Modesty Panel Forward of Rear Door:	No
	Polycarbonate Windscreen(s):	Not Required
Stop Request	Button at Rear Door:	Yes
	# of Additional Buttons:	None




	Location of Additional Buttons:	N/A
--	---------------------------------	-----

Additional Comments/ Special Rquests:	
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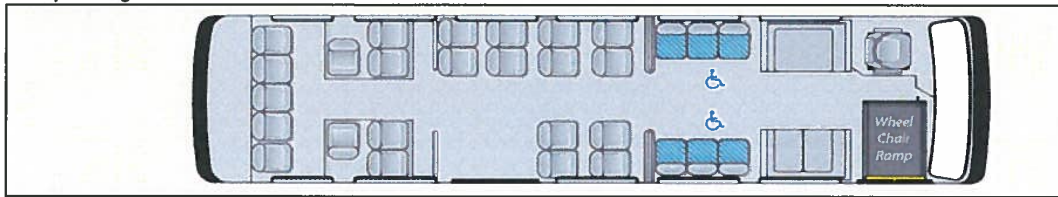
Customer Approval Block:			
Agency Representative: (Print / Sign) <i>SCOTT SIMANTON</i> 	Date:	<i>11/12/20</i>	
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.			

Salesforce #'s				
Rev	Change Description	Created By	Date	ECR-#

		<h3>Passenger Seating Template (35' / 40')</h3>	
Agency:	South Metro Area Regional Transit	Revision:	A01
Proterra Contact:	Nishant Dixit Ndixit@Proterra.com 001.864.214.7076	Dated:	11.03.2020
Agency Contract:	Contact Name [Contact@Agency.gov] 001.864.123.4567	Deadline:	MM/DD/YYYY
Arena File Number #:	[ File Number ]	Lot / Build #:	5

Platform: **35'** ← Select the platform length [35' or 40']

Layout Image:



[Please copy and paste layout image if available]


STANDARD LAYOUT OPTIONS				
	LAYOUT 'A'	LAYOUT 'B'	LAYOUT 'C'	LAYOUT 'D'
Vendor	USSC	American Seating	USSC	American Seating
Model	Gemini	Insight Prime	Gemini	Insight Prime
ADA Securement	4pt - Floor Mounted VPRO-II Belts	4pt - Floor Mounted A.R.M. Belts	3pt - Q'Straint Q'Pod	3pt - Q'Straint Q'Pod
Hip-to-Knee	Minimum 26.75"	Minimum 26.75"	Minimum 26.75"	Minimum 26.75"
# of Pass.	29	29	29	29
	- BASE -			

Customer Characteristics Table		
	Vendor:	American Seating
	Model:	Insight
	# of Passengers:	29
ADA Area	C/S Restraint System:	4pt - Floor Mounted A.R.M.
	S/S Restraint System:	4pt - Floor Mounted A.R.M.
	Stop Request Signal Type:	Touch Pad
	Placard Languages:	English-Spanish
	ADA Logo on Seats:	No
	Armrests on Flip-Up Seats:	No
	Slim Flip-Up Seats:	No
	Flip-Up Locking Position:	Lock Up and Down
Structure	Seat Module Color:	980 - Grey
	Back Panel Color:	980C - Grey
	ADA Barrier Color:	980C - Grey
	Grab Rails:	Plastic (Matched to Seat)
	Longitudinal Seat Armrests:	Plastic w/ Plastic Insert
Seat Inserts	Upholstered or Cosmetic:	Upholstered
	Cosmetic Insert Color:	
	Fabric / Vinyl Part #:	Morbern Arc Vinyl - Silver Screen AC-507
	Padded:	PU Foam
	Back Insert Pad Thickness:	0.5
	Bottom Cushion Pad Thickness:	1.25
Options	USBs:	No
	Headrests:	No
	Docket 90 Compliant:	No
	Anti-Vandalism:	No
	Anti-Microbial:	No
	Drain Holes:	No
	Aux Heat Spacing:	No

<b>Additional Comments / Special Requests:</b>	
--	--

<b>Customer Approval Block:</b>		
Agency Representative: (Print / Sign) <i>[Signature]</i>	Date:	<i>11/12/20</i>
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.		

Salesforce #'s		Change Description	Created By	Date	ECR-#
Rev	Salesforce #'s	Change Description	Created By	Date	ECR-#

		<b>Side Windows &amp; Doors (35')</b>		
Agency:	<b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01


Agency Technical Contact	
Name:	
Phone:	
Email:	

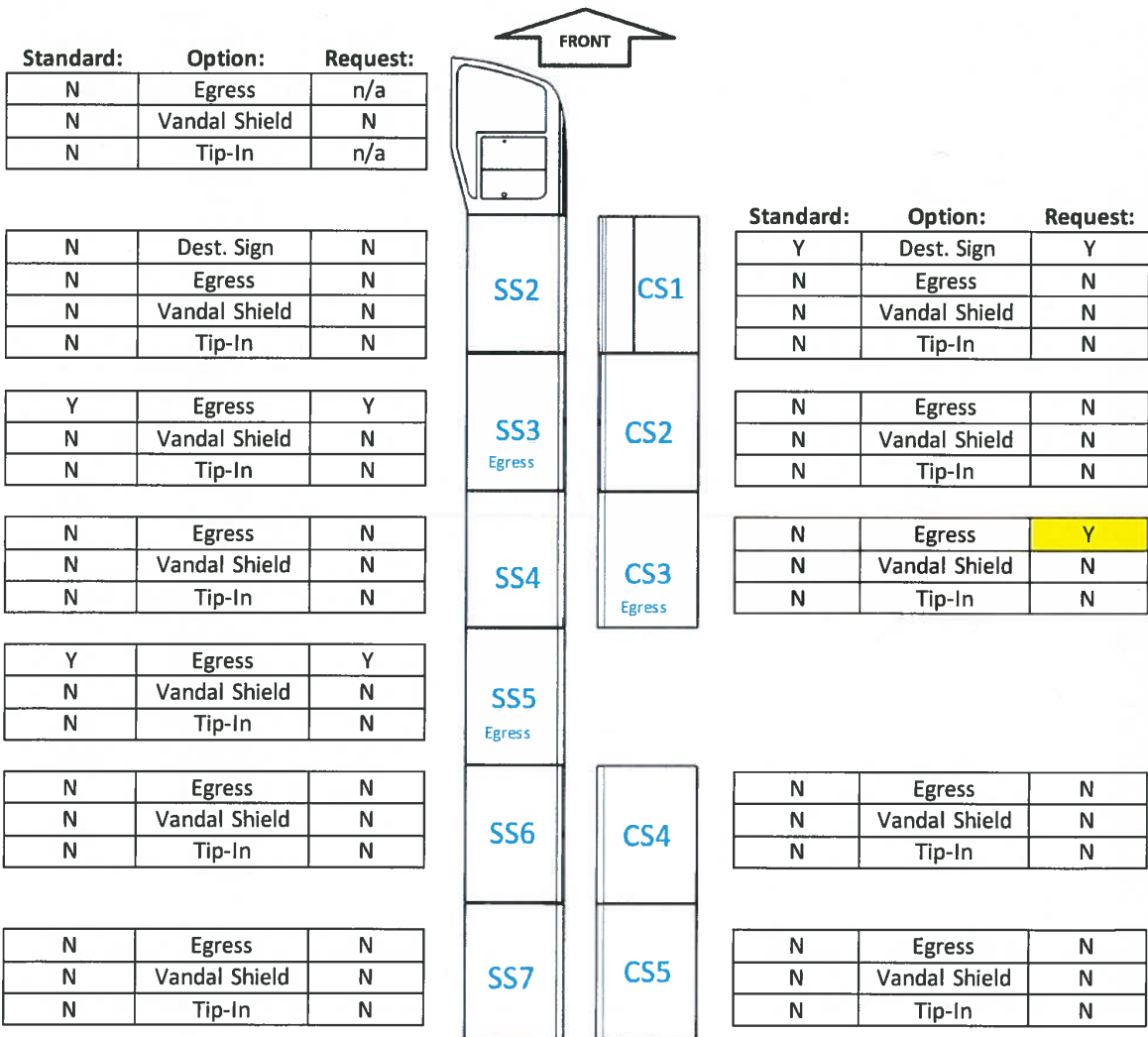
### Proterra 35ft Catalyst Side Windows


Driver's Window		Request
Light Transmittance	Standard – 75% Green	X
	Special Request:	
Material	Standard – 5mm Tempered Glass	X
	Special Request:	
Side Windows		Request
Light Transmittance	Standard – 50% Gray	X
	Special Request:	
Material	Standard – 5mm Tempered Glass	X
	Special Request:	
Serviceability	Standard – Non-Serviceable	X
	Special Request:	
Window Decal Location	Standard - If vandal shields are used, decals are attached to the vandal shield	X
	Special Request:	
Special Requests	Standard – None	
	Additional Egress window on CS3	X

Note: Windows are manufactured by Arow Global Inc.



		<b>Side Windows &amp; Doors (35')</b>		
Agency: <b>South Metro Area Regional Transit</b>				
Proterra Contact: Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated: 11.03.2020		
Agency Contact: Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline: mm.dd.yyyy		
Arena File Number #		Lot/Build #: 02	Revision: A01	




		<b>Side Windows &amp; Doors (35')</b>		
Agency:	<b>South Metro Area Regional Transit</b>			
Protterra Contact:	Nishant Dixit <a href="mailto:NDixit@Protterra.com">NDixit@Protterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

### Protterra 40ft Catalyst Doors


Entrance Door		Request
Door Type	Standard – Ventura Pneumatic In-swinging	
	Ventura Electric In-swinging	X
Glass Type	Standard – 4mm tempered, Clear 90% L.T.	
	Special Request: Light Transmittance: 79% Color: GREEN Thickness: 4 mm Tempered/Laminated: TEMPERED	X
Grab Handle Color	Standard - Yellow	X
	Special Request:	
Vandal Shield	Standard - None	X
	3M Multilayer	
	Special Request:	
Special Request	Standard - None	X

Exit Door		Request
Door Type	Standard – Ventura Pneumatic In-swinging	
	Ventura Electric Plug Slide (outward sliding)	X
	Ventura Electric In-swinging	
Glass Type	Standard – 4mm tempered, Parsol Gray 56% L.T.	X
	Special Request: Light Transmittance: % Color: Thickness: mm Tempered/Laminated:	
Grab Handle Color	Standard – Yellow (no grab handles on plug doors)	X
	Special Request:	


		<b>Side Windows &amp; Doors (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

Vandal Shield	Standard – None 3M Multilayer Special Request:	X
Kick Panel	Standard – None Aluminum Shield on Bottom Half Special Request:	X
Contactless Passenger Protection	Standard – None Ventura VIP IR Sensor	X
Passenger Control	Standard – None Ventura VIP IR Sensor "Wave to Open" Push Buttons Interior Only Push Buttons Interior and Exterior	X
Special Request	Standard – None	X

\*\*Push buttons and VIP sensor wave to open are mutually exclusive.

Agency Representative: (Print) <i>Scott J. Simon</i>	Date:  <i>11/12/20</i>
(Sign) 	
<p><i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i></p>	

Salesforce #'s				
Rev	Change Description	Created By	Date	ECR-#

 <b>PROTERRA</b>	<b>Switch Plate Layout (35')</b>		
Agency:	<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00
		Revision:	00

Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

**PROTERRA – 35'**  
**STANDARD SWITCH PLATE LAYOUT**

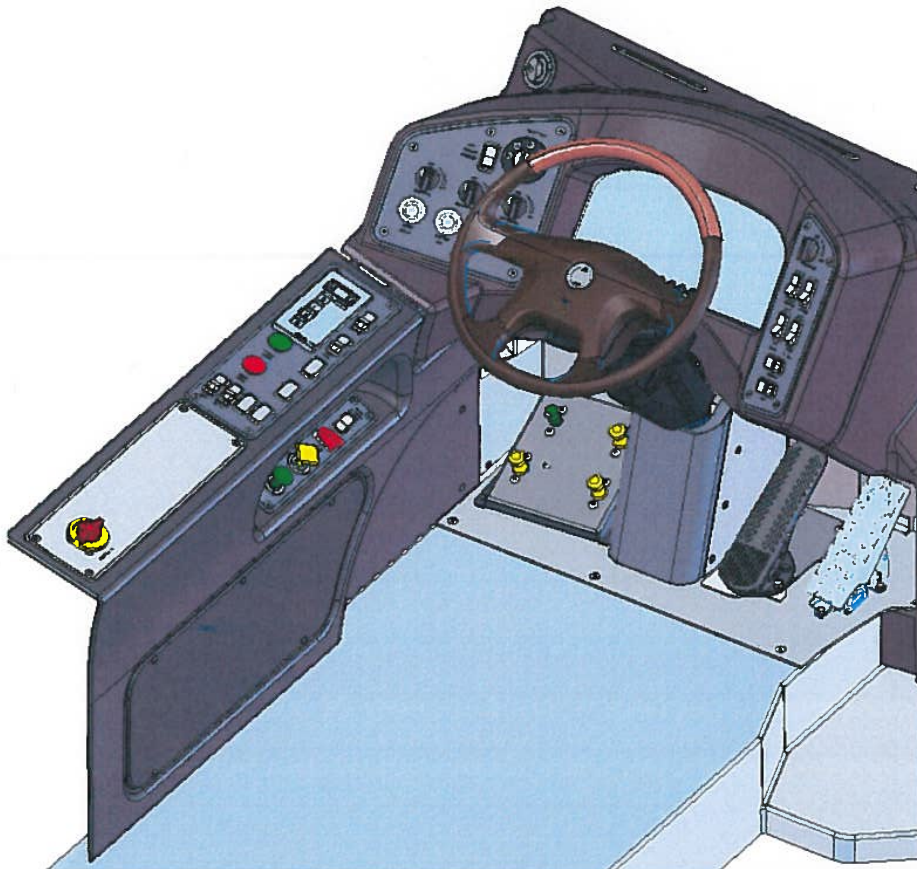



Figure 1: All Switch Plates



		<h2>Switch Plate Layout (35')</h2>	
Agency:	South Metro Area Regional Transit		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00 Revision: 00

### DRIVER'S DASH SWITCH PLATES

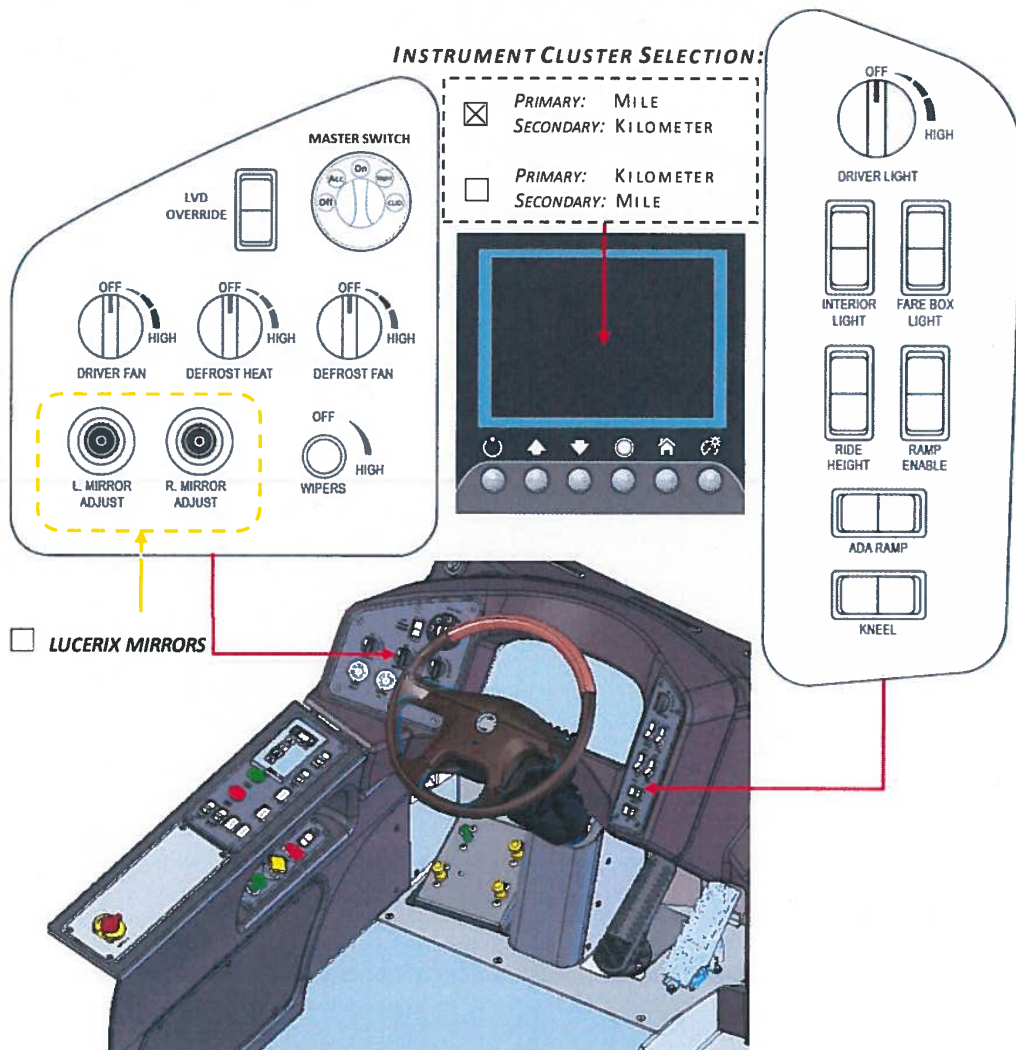



Figure 2: Left and Right Dash Switch Plates

 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>			
Agency:	<b>South Metro Area Regional Transit</b>				
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020		
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy		
Arena File Number #		Lot/Build #:	00	Revision:	00

### DRIVER'S SIDE CONSOLE SWITCH PLATES

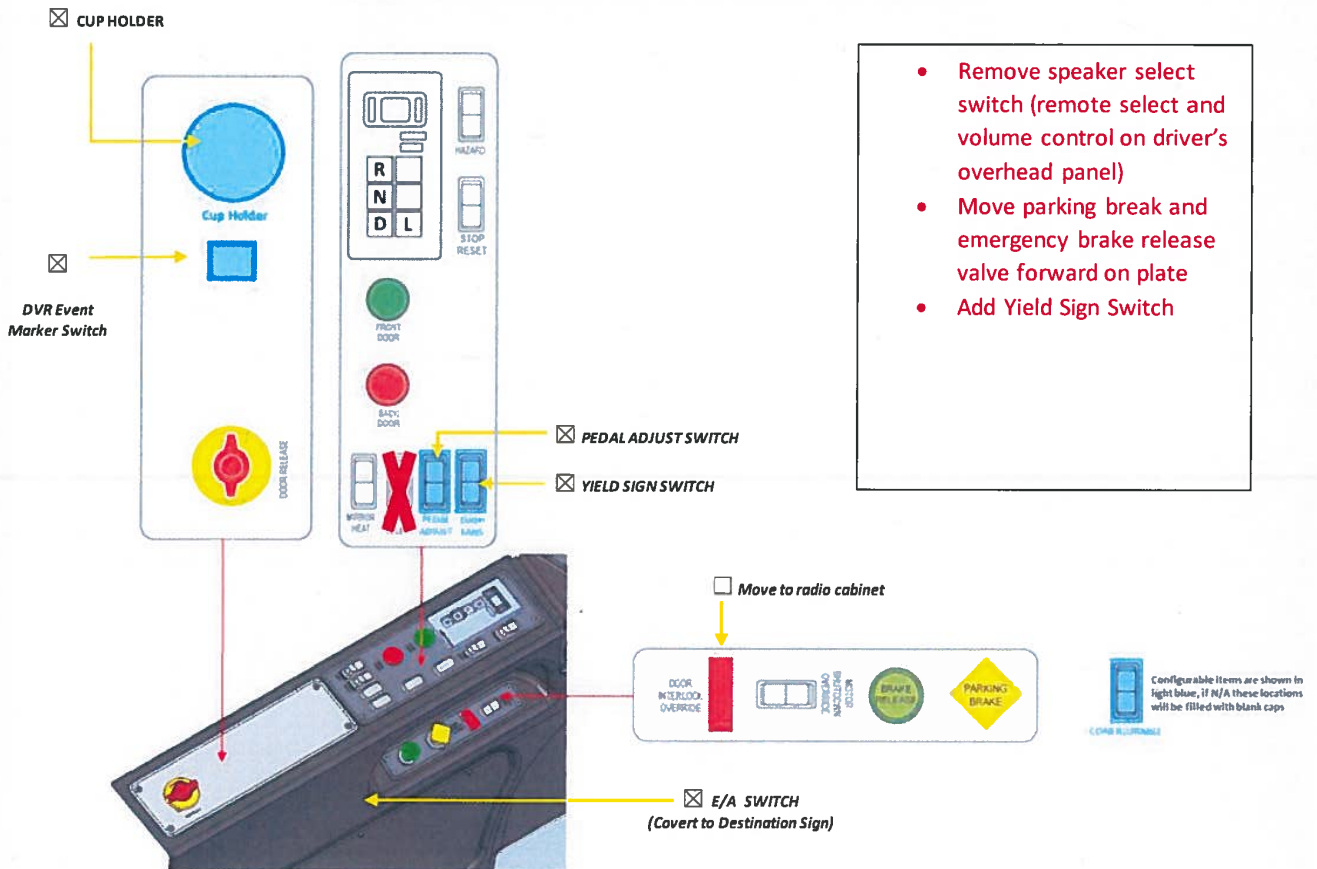


Figure 3: Side Switch Plate, Lower Switch Plate, Rear Switch Plate

**DVR Event Marker Switch:**

If an alternate location for the event marker switch is required, please check box below.

Customer Provided Location


- If this option is selected, please have customer mark the intended location on the images provided above

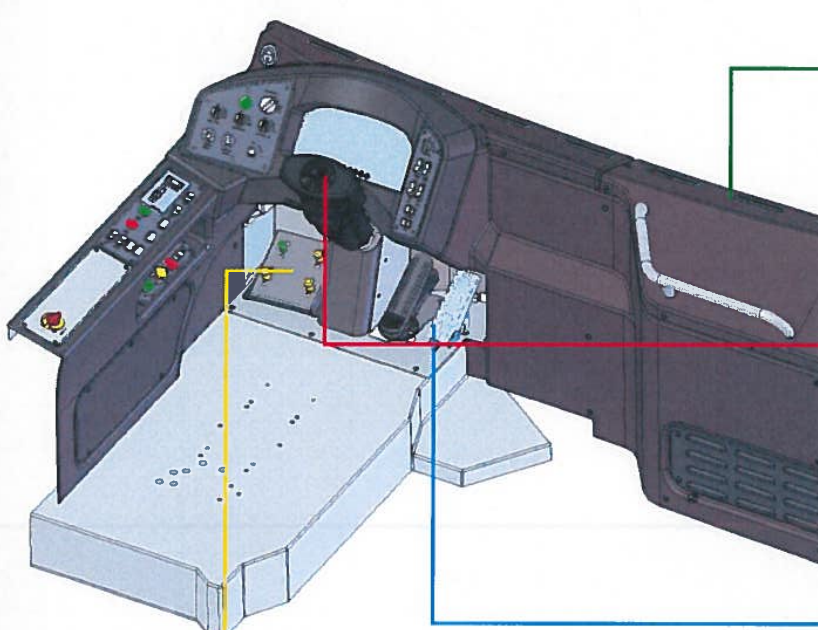
**E/A Covert Switch:**

If an alternate location for the EA switch is required, please check box below


Customer Provided Location

- If this option is selected, please have customer mark the intended location on the images provided above


		<h3>Switch Plate Layout (35')</h3>	
Agency: <b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #	Lot/Build #: 00	Revision:	00




**DASH FANS**



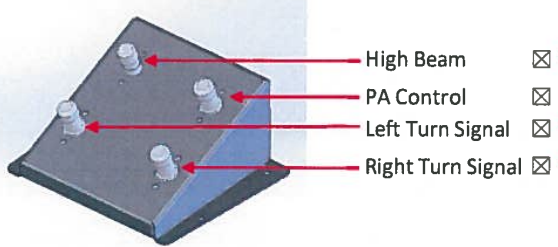
**BASE (18")**



**2 SPOKE (20")**

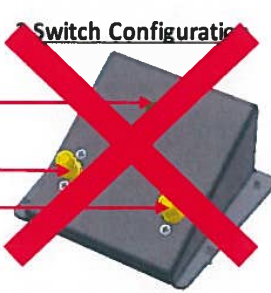


**4 Switch Configuration**




- High Beam
- PA Control
- Left Turn Signal
- Right Turn Signal

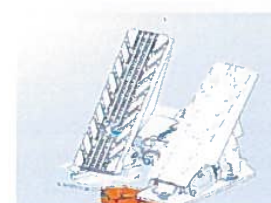
**Switch Configuration**



**NON-ADJUSTABLE**




**ADJUSTABLE**




FRM-CPM-06008, Customer Template - Switch Plate (35') - RR, REV-B02

Page 4

 <b>PROTERRA</b>	<b>Switch Plate Layout (35')</b>			
Agency:	<b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	00	Revision: 00


If additional switches or changes are requested, please note the location on the switch plates shown above, fill-out the table below, and include wording for the label in the description. Subject to approval by Proterra engineering.

#	Switch Label	Switch Location	Switch Type (Ex. 2 Position vs 3 Position) (Ex. Maintained vs Momentary)	Vendor Part Number

Agency Representative: (Print) <i>SCOTT SIMONSON</i>  (Sign) 	Date:  <i>11/12/20</i>
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.	

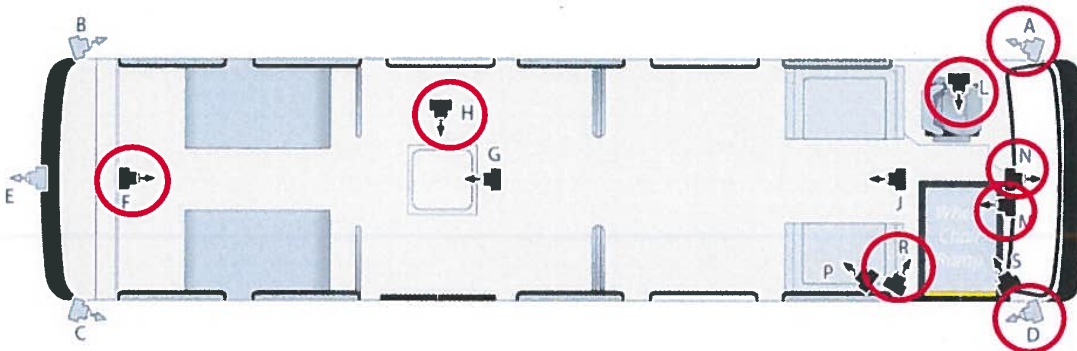
Rev	Change Description	Created By	Date	ECR-#




		<b>Video Surveillance System – (35')</b>			
Agency: <b>South Metro Area Regional Transit</b>					
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020		
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy		
Arena File Number #		Lot/Build #:	02	Revision:	A01

Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

Please indicate desired camera placements (35ft):



*Note: If a desired location is not represented on the pictures above, please indicate a location on the picture and provide a brief description of the view in the table on the next page, this will be subject to Proterra engineering approval.*

		<b>Video Surveillance System – (35')</b>		
Agency:	<b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

Please indicate which camera location goes with which vendor part number or part description.


Exterior	
Location	Vendor P/N or Description
A: Streetside Front to Rear	710681
B: Streetside Rear to Front	
C: Curbside Rear to Front	
D: Curbside Front to Rear	710682
E: Rear View	

Interior	
Location	Vendor P/N or Description
F: Rear to Front	710688
G: Middle to Rear	
H: Rear Door	710688
J: Middle Front to Rear	
L: Front Door	
M: Front to Rear	710688
N: Forward Road	710688
P: CS Wheel Well to Rear	710686
R: Driver	710688
S: Driver	

**Custom Configuration Specifications:**

- Review all vendor quotes with the customer to ensure a correct and complete bill of material. Customers are not expected to verify cable or harness length.


Vendor Name	Quote Number	Customer Approved
REI	Wilsonville HD5-1200w-8-1TB HDD 10-19-2020 16392	<input checked="" type="checkbox"/>

		<b>Video Surveillance System – (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Protterra Contact:		Nishant Dixit <a href="mailto:NDixit@Protterra.com">NDixit@Protterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01

**Testing and Witnessing Requirements:**

- For full system installations Protterra will provide screenshots from each camera view to the customer inspector for approval.
- For any system commissioning requirements beyond this please detail below

Does the customer have a specific commissioning test plan that needs to be completed before acceptance?	<b>No</b>
Does the customer require the vendor to witness and complete system commissioning?	<b>No</b>
Which vendor(s) are required for this activity?	NA
Does the customer require their inspector to witness system testing?	<b>No</b>

Agency Representative: (Print) <i>SCOTT SIMONTON</i>  (Sign) 	Date:  <i>11/12/20</i>
<p><i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i></p>	

Salesforce #'s				
Rev	Change Description	Created By	Date	ECR-#



## CATALYST BUS NEW VEHICLE LIMITED WARRANTY

Proterra, Inc. ("**Proterra**") warrants to the original purchaser/lessee ("**Customer**") that its Catalyst battery electric bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts with either new, or re-certified parts when available, subject to the terms and conditions set forth herein.

**NOTE:** This Warranty does not include Proterra High Voltage Battery Packs. Please refer to the [Battery Pack Limited Warranty](#) section.

The final determination of required repairs or parts replacement shall be the sole discretion of Proterra. This Catalyst Bus New Vehicle Limited Warranty ("**Warranty**") is a limited warranty subject to the terms and conditions stated in the sections below.

This Warranty is comprised of two sections; Section **A** applies to the Complete Bus, Main Composite Monocoque Structure, Structural Systems, and Rust-Through Corrosion. **Section B** applies to the Major Components listed below.

Proterra will reimburse the customer for the parts and labor as published in the Proterra Standard Repair Time Guide ("**SRT**") and shall follow local ordinances as necessary and if applicable in accordance with the terms of this warranty and the purchase/lease agreement, along with associated freight costs to provide required replacement parts during the warranty time period identified below.

Warranty repairs may be performed by the Customer, an authorized warranty provider, or Proterra only and must adhere to the terms and conditions outlined in the following statement of warranty. All components replaced under the warranty are exclusive property of Proterra Inc. and must be returned following the procedures set forth in the "Part Return" section of this manual.

Proterra, at its sole discretion or as part of a Proterra Service Plan, may perform warranty repairs at the Customer location. Costs associated with these repairs will be at the expense of Proterra during standard operating hours. Emergency afterhours warranty support may be performed at the request of the Customer for a fee.

At Proterra, safety is of the utmost importance for our customers and our employees. Therefore, we require our customers to have and maintain the necessary safety equipment, in accordance with state and local OSHA regulations, for the use of any Proterra employee, or authorized provider, that may be performing or assisting with repairs at the Customer's location. This includes but is not limited to, fall restraints, proper lifting equipment and jack stands. Proterra employees will not be permitted to perform any repairs without the necessary safety equipment being provided.





## PROTERRA

### WARRANTY TERMS SECTION A – STANDARD NEW VEHICLE LIMITED WARRANTY COVERAGE

This section includes manufactured or assembled components and systems, including some purchased assemblies listed below.

<p><b>Catalyst Bus New Vehicle Limited Warranty</b>  <b>1 Year / 50,000 Miles, whichever occurs first.</b>          (1 Year / 80,467 Kilometers, whichever occurs first).</p>	<p>Covers all factory-provided components.</p> <p><b>Excludes:</b></p> <ol style="list-style-type: none"> <li>1) Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items that are the sole responsibility of the Customer</li> <li>2) Provided Customer Equipment, including but not limited to, cameras, fare boxes, counters, and ITS components.</li> <li>3) Adjustments, Alignments and/or loose hardware after the first 90 days following vehicle acceptance.</li> </ol>
<p><b>Structural System</b>  <b>3 Year / 150,000 Miles, whichever occurs first.</b>          (3 Year / 241,401 Kilometers, whichever occurs first).</p>	<p>Structural Systems is defined as the structural elements of the suspension and powertrain cradle.</p>
<p><b>Main Composite Monocoque Structure</b>  <b>12 Year / 500,000 Miles, whichever occurs first.</b>          (12 Year / 804,672 Kilometers, whichever occurs first).</p>	<p>Main Composite Monocoque is defined as the main composite body structure.</p> <p>NOTE: Proterra does not offer coverage for painted or wrapped bodies in conjunction with this warranty.</p> <p><b>Excludes:</b>  <b>Non-structural members.</b></p>
<p><b>Rust Through Corrosion Warranty</b>  <b>12 Year/500,000 Miles, whichever occurs first.</b>          (12 Year / 804,672 Kilometers, whichever occurs first).</p>	<p>The components indicated in the Structural System and Main Composite Monocoque Structure are covered for structural failure due to rust through corrosion.</p> <p><b>Excludes:</b></p> <ol style="list-style-type: none"> <li>1) Surface and non-structural corrosion, oxidation, or patina</li> <li>2) Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents or detergents</li> <li>3) Corrosion caused by acid rain or other industrial fallout</li> <li>4) Corrosion caused by excessive Road Salt or Calcium Chloride, or any other such product.</li> <li>5) Corrosion due to improper prevention measures during storage or use</li> <li>6) Corrosion due to environmental damage (including ocean spray); airborne fallout (chemicals, tree sap, etc). or other atmospheric conditions or act of nature</li> <li>7) Corrosion due to improper use, misuse or abuse including insufficient maintenance.</li> </ol>


**WARRANTY TERMS SECTION B - EXTENDED COMPONENT COVERAGE**

This section includes major components purchased and installed by Proterra and listed below and is guided by the manufacture warranty. Each item listed in Section B is covered for 2 years or 100,000 miles (160,934 Kilometers), whichever occurs first.

<b>Propulsion System Warranty</b>	System Components including but not limited to; Traction Motor, Traction Motor Inverter, Transmission, Drive Shaft, Output Flange
<b>High Voltage Electronics and HV Cooling Warranty</b>	System Components including but not limited to, VFD, DC-DC, EMP Pump, HV Junction Box, Radiator, Coolant Pump
<b>HVAC Warranty</b>	System Components including but not limited to, HVAC Unit, Blower Fan, Ducting, Thermostat/Thermistor, VFD  <b>Excludes: Filters</b>
<b>Control Systems Warranty</b>	System Components including but not limited to, ZR Vehicle Controller, Multiplex, Powertrain Controller, DMUX, Charge Controller, WCCM (Pantograph), Data Logger, Ride Height Controller, Body Controller, ABS Controller, Fire Suppression System  <b>Excludes Fire Suppression Bottle Maintenance</b>
<b>Chassis Warranty</b>	System Components including but not limited to, Front Suspension/Axle Assembly, Rear Suspension/Axle Assembly, Air Bags/Shocks, Ride Height Linkage/Sensors, Ride Height Controller, Ride Height Manifold, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering Motor and Pump  <b>Excludes Air Filter &amp; Oil Separator Maintenance and Filter Cartridge.</b>
<b>Auxiliary Heater Warranty</b>	System Components including but not limited to, Defroster, Ducting, Auxiliary Heater Assembly, Aux. Fuel Sending Unit, Blower Fan, Thermistor
<b>ADA Ramp Warranty</b>	System Components including but not limited to, Wheelchair Access Ramp and related components.  <b>Excludes Improper Use or Overloading and/or any physical damage</b>
<b>Door Systems and Windows Warranty</b>	System Components including but not limited to, Actuators, Door Controller, Electromotor, Sensors, Switches, Solenoids, Cylinder, Bearings, Bushings, Sensitive Edge Seal, & Sealing Frame. Window Seals, Frames, Latches, Catches, Locks, Hinges.  <b>Excludes Glass Breakage</b>

**WHAT IS NOT COVERED:**

The following conditions are not covered by this Warranty:

- Alteration or modification of any part of the Product with any third-party item,
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Proterra's Operating Manual,
- Intentional or accidental collision and/or other physical damage.
- Acts of Nature,
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product,
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract,
- Improper maintenance and repair, or
- Intentional acts of destruction, tampering or vandalism.
- Adjustments and Alignments past the first 90 days after the bus is delivered to the Customer's site.
- Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items.
- Oil, coolant, refrigerant and other fluids are not covered except when used in conjunction with a covered repair as identified in the Proterra Service Manual.
- Any physical damage to Product while in transit to Customer site. This includes shipping damage by carrier delivering a bus. Any damage incurred while in transit will require a claim being filed to the transportation company.
- Body paint and/or vehicle wraps are not covered by this Warranty. Proterra will not honor claims for paint or wraps after the point of initial Vehicle Acceptance.

**LOW VOLTAGE 12/24 BATTERY POLICY**

Proterra warrants the original 12/24V low voltage batteries during the first 90-day period upon delivery of the Catalyst Bus and is not extendable. No claims for these batteries will be accepted after the original 90-day period.

For approved low voltage battery replacements during the Warranty period, Customer shall acquire battery at their local vendor and submit for reimbursement through the Warranty Claim submission process outlined within this manual. Customer is advised to contact their local battery vendor for replacement low voltage batteries when required. Proterra will not sell nor ship low voltage batteries through its Service Parts Operation.

Any subsequent battery failures will be subject to the warranty terms provided from the local battery vendor.



## ACTIVATION OF WARRANTY

The Warranty term starts on the Date of Acceptance for each Product in accordance with the terms of the applicable purchasing contract.

**EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.**

Proterra administers the warranty process, and all warranty claim approvals are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this Warranty, the Customer must submit a completed Proterra Warranty Claim Form along with a copy of their internal work order, showing technician punch times, and any additional applicable documentation. Customer is required to retain any parts related to a Warranty transaction for thirty (30) days from the date that the claim has been approved. Proterra reserves the right to request any removed parts be returned at any time during the 30-day period.

Customer also has thirty (30) days to return any parts that are identified as "Core" parts or will be charged the applicable "Core Charge". Proterra may perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the Customer without the above documentation.

Proterra reserves the right to adjust the approved amount to align with the current published SRT guide if excess amounts are claimed without prior authorization from Proterra.

**NOTE:** Towing coverage is only reimbursed during the initial *Catalyst Bus New Vehicle Limited Warranty* for 1 Year/ 50,000 miles, whichever occurs first. All towing claims must be accompanied the warranty repair order and the towing invoice from the provider. Proterra will not pay mark-up on any sublet claims.

Any transportation damage as a result of towing is not covered. This includes any damage to the body, or as a result from improper hooking of the vehicle.

## DELAYED WARRANTY STARTS

A Delayed Warranty Start may be granted for the Customer to ready the Product for revenue service. This Delayed Warranty Start period shall not exceed 30 days after the Date of Acceptance for each Product and must be approved in writing by Proterra.

This period will allow for Customer to install any necessary equipment, have graphics applied, or any other service readiness activities.

For Delayed Warranty Start approval, the Customer must apply for this added time as part of the Purchase Agreement for the Product, or by submitting the Delayed Warranty Start Application included in the Forms Section of the Appendix.





## 2170 BATTERY PACK LIMITED WARRANTY

Subject to the terms, conditions and limitations set forth in this Battery Pack Limited Warranty (the "Warranty"), including, without limitation, the Approved Use Conditions, Proterra, Inc. ("Proterra") warrants to the original purchaser or lessee (individually or collectively, the "Customer") that its high voltage battery pack (the "Battery Pack") for the Proterra ZX5 / ZX5+ /ZX5 Max - series battery-electric bus will be free from defects in materials and workmanship.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period.

The Battery Pack may not be serviced by the Customer, or any third-party maintenance provider, without having completed the proper factory training and have successfully been certified by Proterra to service the Battery Pack. Any servicing of the Battery Pack by the Customer, or any third-party maintenance provider, without having become Proterra-Certified will void the Warranty. Proterra, or a Proterra-Certified technician, will perform all necessary repairs to the Battery Pack.

## 2170 BATTERY PACK LIMITED WARRANTY TERMS

As it pertains to this section, the following terms are defined:

**"Gross Discharge Throughput"** means the total energy discharged through the Battery Pack during its life, including energy from external chargers and energy recuperated from regenerative braking. The Gross Discharge Throughput will be tracked by the BMS at the Battery Pack level and reported through the onboard vehicle telemetry system.

**"Nameplate Energy"** means the amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of Battery Packs (e.g., 4 Battery Packs at 400 kWh would have 100 kWh nameplate energy per Battery Pack).

**"Available Energy"** means the amount of energy available between 0% state of charge ("SOC") and 100% SOC - This information can be obtained using the Proterra diagnostic tool and a snapshot thereof must accompany any battery claims.

<b>Battery Pack Material and Workmanship Warranty 6 Years / Unlimited Mileage</b>	Coverage to include all materials, components and workmanship of the Battery Pack to be free of defects.
<b>Battery Packs with Nameplate energy of 112.5 kWh 6 Years / 200 MWh</b>	For Battery Packs with 112.5 kWh of Nameplate Energy and the Available Energy of 101 kWh in new condition, Proterra warrants Available Energy of 81 kWh per Battery Pack for 6 years, or 200 MWh of Gross Discharge Throughput per Battery Pack, whichever comes first.



#### COMPONENTS INCLUDED IN BATTERY PACK LIMITED WARRANTY

This Warranty includes the following Battery Pack components:

- Battery Modules
- Battery Management System (BMS)
- Battery Cooling System
- Battery Pack Enclosure
- Electrical, Mechanical, and Thermal Interfaces
- Manual Service Disconnect (MSD)

#### WHAT IS NOT COVERED

The following conditions are not covered by the Battery Pack Limited Warranty:

- Battery Packs that have been serviced by a non-Proterra-Certified technician without prior authorization by Proterra.
- Alteration or modification of any part of the Product with any third-party item
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Proterra's Operating Manual
- Intentional or accidental collision and/or other physical damage
- Acts of Nature
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract,
- Improper maintenance and repair
- Intentional acts of destruction, tampering or vandalism



# PROTERRA

## POWER CONTROL SYSTEM (PCS) CHARGING SYSTEM LIMITED WARRANTY

Proterra Inc. (“Proterra”) warrants to the original purchaser/lessee that its Power Control System (“PCS”) will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below.

The Power Control System (PCS) Charging Systems Limited Warranty (the “Warranty”) covers the parts, assemblies, and components in the charge system listed below. This warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the sales agreement) and any associated freight costs during the warranty time period identified below.

### POWER CONTROL SYSTEM (PCS) WARRANTY TERM

Coverage Period: Power Control System (PCS) and Charge Dispenser – **Two (2) years** from the date of purchaser/lessee’s acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

The “Charging System”, as referred to in this document, is comprised of the following components and related materials:

- 60kW or 125 kW Power Control System (PCS) Hardware
- Charge Dispenser(s)
- Power cabling
- Conduit between PCS and Dispenser IF installed by Proterra, or Proterra managed contractors
- Pedestal mount, wall and overhead mounting brackets, cable hanger, and cable reel IF installed by Proterra, or Proterra managed, contractors

### WHAT IS NOT COVERED

Items and components NOT covered by the Warranty include, but are not limited to, the following:

- Switchgear
- Data communication link from Customer and/or Customer designee
- Transformers upstream of the Switchgear
- Facility related items, including but not limited to, buildings, enclosures, concrete pads, and HVAC
- Power cabling and conduit between charger and dispenser NOT installed by Proterra, or Proterra managed contractors

The Warranty does NOT cover malfunction or failure of the charge system due to the following events:

- Alteration or modification of any part of the Charging System or assembly or combination of the Charging System with a system that is not authorized in writing by the manufacturer or performed by the manufacturer
- Misuse or negligent use of the Charging System, including but not limited to, purchaser/lessee or maintenance provider’s failure to follow Proterra’s operating manual
- Damaged caused by Road Salt or other Corrosive material intrusion
- Intentional or accidental collision, destruction, tampering or vandalism
- Acts of Nature
- Neglect, or Failure, to perform the Preventative Maintenance outlined in the PCS Operating Manual

- Unauthorized use or operation outside the terms and conditions of the applicable sales/lease agreement
- Improper maintenance or repair by purchase or any third-party servicer
- Charger cord and connector failures due to wear, physical damage, or improper stowage
- Preventive Maintenance items as outlined in the Operating Manual



## POWER CONTROL SYSTEM (PCS) CHARGING SYSTEM LIMITED WARRANTY

This warranty does not cover the repair or replacement of normal maintenance items including but not limited to: charger cord and connector failures due to damage or wear, filters, or any consumable items that are the sole responsibility of the purchaser/lessee

The start of the Power Control System (PCS) Charging Systems Limited Warranty term is the date of purchaser/lessee's acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs or replacement part to the purchaser/lessee without the above documentation.



**EXHIBIT C**

**PLACEHOLDER FOR BUY AMERICA CERTIFICATION**



## CITY COUNCIL MEETING STAFF REPORT

<p><b>Meeting Date:</b> March 15, 2021</p>	<p><b>Subject: Resolution No. 2889</b>          Authorizing the City Manager to Execute an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland &amp; Western Railroad for Phase II - Preliminary Engineering and Construction Engineering Inspection services for the 5<sup>th</sup> Street railroad crossing work associated with the 5<sup>th</sup> Street / Kinsman Road Extension project (Capital Improvement Project No. 1139, 2099, &amp; 4196).</p> <p><b>Staff Member:</b> Zachary Weigel, P.E. Capital Projects Engineering Manager</p> <p><b>Department:</b> Community Development</p>	
<p><b>Action Required</b></p> <p><input checked="" 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 checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><b>Advisory Board/Commission Recommendation</b></p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" 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 checked="" type="checkbox"/> Council Goals/Priorities:          A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5th to Kinsman project)</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s):          Transportation System Plan Project RE-04</p>	<p><input type="checkbox"/> Not Applicable</p>

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad in the amount of \$146,342.00 for Phase II – Preliminary Engineering and Construction Engineering Inspection for the 5<sup>th</sup> Street railroad crossing work associated with the 5<sup>th</sup> Street / Kinsman Road Extension (CIP #1139, 2099, and 4196) project.

### Resolution No. 2889 Staff Report

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**EXECUTIVE SUMMARY:**

The 5<sup>th</sup> Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP amended in 2020) as Project RE-04 and the Year 2000 Urban Renewal Plan. The Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5<sup>th</sup> Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5<sup>th</sup> Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a upgraded railroad crossing at 5<sup>th</sup> Street, and extension of sanitary and water mains.

Design and construction of the 5<sup>th</sup> Street railroad crossing as part of the Project requires the City enter into agreement with Portland & Western Railroad (Railroad). The Railroad hires their own engineer and contractor to design and construct the railroad crossing improvements in coordination with the Project. The City reimburses the Railroad for all coordination, design and construction costs associated with the railroad crossing improvements.

On June 16, 2017, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements (Agreement) with the Railroad for preliminary engineering design of the 5<sup>th</sup> Street railroad crossing as part of the Project.

Now that the Phase 1 – Preliminary Engineering work is complete, the scope of work for the Phase II- Preliminary Engineering and Construction Engineering Inspection has been developed and the cost determined. Because the Agreement has expired, a new Railroad Agreement is necessary to continue with this work. Upon completion of the Phase II design work, further contract amendments with the Railroad for railroad crossing construction is anticipated.

**EXPECTED RESULTS:**

Portland and Western Railroad will provide engineered design plans for the 5<sup>th</sup> Street railroad crossing improvements in coordination with the 5<sup>th</sup> Street / Kinsman Road Extension project.

**TIMELINE:**

Design of 5<sup>th</sup> Street railroad crossing improvements is anticipated to be complete and ready for construction in third quarter of 2022, in coordination with construction of the 5<sup>th</sup> Street / Kinsman Road Extension project.

**CURRENT YEAR BUDGET IMPACTS:**

The water portion, Project #1139 is funded through water system development charges (SDC). The amended FY20/21 budget includes \$1,895,795 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the water system. The water portion of the First Amendment to the Agreement is estimated at \$15,804.94, within the budgeted amount for the Project.

The sewer portion, Project #2099 is funded through sewer SDCs. The amended FY20/21 budget includes \$3,513,426 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the sewer system. The sewer portion of the First Amendment to the Agreement is estimated at \$31,609.87, within the budgeted amount for the Project.

The street portion, Project #4196 is funded through Year 2000 Urban Renewal funds. The amended FY20/21 budget includes \$7,055,473 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the street system. The street portion of the First Amendment to the Agreement is estimated at \$98,927.19, within the budgeted amount for the Project.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/10/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: JRA Date: 3/10/2021

Legal has no ability to make changes here because P&WRR will not negotiate. The contract is not the form we would use (i.e. no jurisdictional clause, etc.) but overall appears to be on the lower end of the risk spectrum.

**COMMUNITY INVOLVEMENT PROCESS:**

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5<sup>th</sup> Street / Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

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

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

**ALTERNATIVES:**

Current final project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

The 5<sup>th</sup> Street railroad crossing must be improved to current design standards as part of the 5<sup>th</sup> Street and Kinsman Road extension. Design and construction of the railroad crossing must be completed in accordance with Portland and Western Railroad requirements.

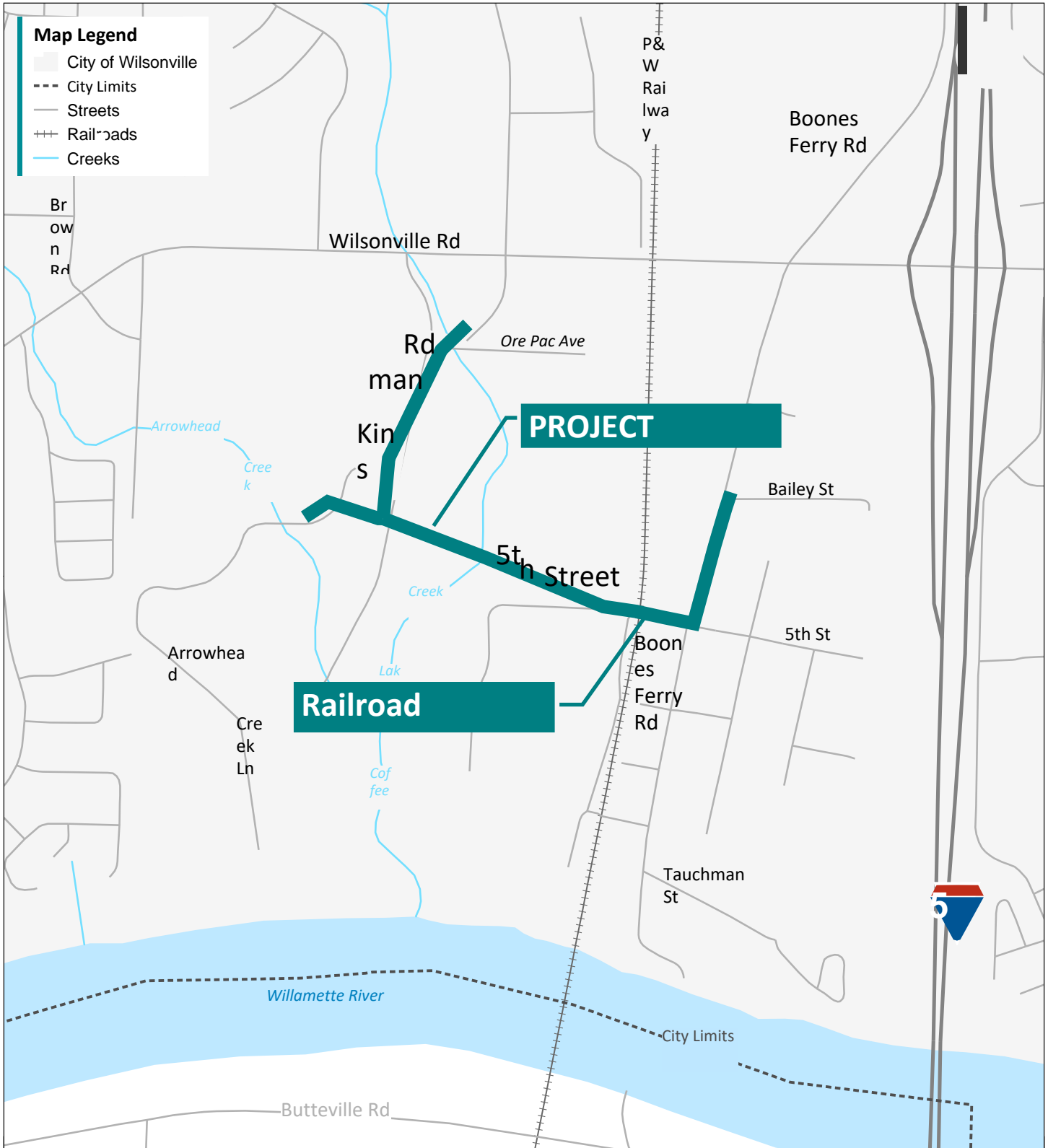
**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Project Location Map
2. Resolution No. 2889
  - A. Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements.





### 5th Street / Kinsman Road Extension Project Project Location Map

**DISCLAIMER**

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



SCALE 1 in = 650 ft

FILE PATH: N:\Engineering\CIP Project Files\4196 5th to Kinsman, Old Town\Council\20201019 ConstructEngrContract\Mapping\lb. 52K CE Project Location Map.mxd

**RESOLUTION NO. 2889**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS WITH PORTLAND & WESTERN RAILROAD FOR PHASE II – PRELIMINARY ENGINEERING AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE 5<sup>TH</sup> STREET RAILROAD CROSSING WORK ASSOCIATED WITH THE 5<sup>TH</sup> STREET / KINSMAN ROAD EXTENSION PROJECT.**

WHEREAS, the City has planned and budgeted for completion of Capital Improvements Projects #1139, 2099, and 4196, known as 5<sup>th</sup> Street / Kinsman Road Extension project (the Project); and

WHEREAS, the extension of 5<sup>th</sup> Street and Kinsman Road as part of the Project necessitate safety and regulatory improvement of the 5<sup>th</sup> Street railroad crossing; and

WHEREAS, the 5<sup>th</sup> Street railroad crossing is under the jurisdiction of Portland & Western Railroad (Railroad) and subject to Railroad design and construction requirements; and

WHEREAS, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements (Agreement) with Portland & Western Railroad for Phase 1 – Preliminary Engineering of the 5<sup>th</sup> Street railroad crossing as part of the Project; and

WHEREAS, the Railroad performed and completed Phase 1 services to the satisfaction of the City.

WHEREAS, the City desires to enter into an Agreement with the Railroad to perform Phase II – Preliminary Engineering and Construction Engineering Inspection services for the 5<sup>th</sup> Street railroad crossing as part of the Project; and

WHEREAS, completion of the Phase II services will allow for coordinated construction between the Project and the 5<sup>th</sup> Street railroad crossing.

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

Section 1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad for a not to exceed amount of \$146,342.00, which is substantially similar to **Exhibit A** attached hereto.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15<sup>th</sup> day of March 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

EXHIBIT:

- A. Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements.

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## AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS

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**This Agreement** between **PORTLAND & WESTERN RAILROAD, INC.**, a New York corporation (hereinafter "**Railway**"), and the **CITY OF WILSONVILLE**, a political division of the State of Oregon (hereinafter "**Roadway Authority**"), made this \_\_\_\_ day of \_\_\_\_\_ 2021, (hereinafter "**Effective Date**"), is intended to cover preliminary engineering services in connection with alteration of the 5th Street Crossing (hereinafter "Crossing") of the Railway's tracks near Railway's station of Wilsonville, Oregon Electric District near Wilsonville, Oregon.

**WHEREAS**, the **RAILWAY** owns the track and operates the corridor via a Rail Service Easement, dated November 25, 1997 between Burlington Northern & Santa Fe Railway Company and Portland & Western Railroad, Inc. and the Oregon Department of Transportation, successor in land ownership to Burlington Northern & Santa Fe Railway Company, hereinafter called "**ODOT**", owns the land situated at or near the City of Wilsonville, Clackamas County, State of Oregon, at Mile Post 39.20, Oregon Electric District, and **RAILWAY** has the prior and superior right to possess and to operate over the Premises; and

**WHEREAS**, in the interest of public safety and aiding motor vehicle traffic, **Roadway Authority** wishes to expand the Crossing, specifically referred to as **RAILWAY's DOT#058317F, 5th Street, M.P. 42.97, Oregon Electric District, Railroad Project # 17PWRR\_\_R**, hereinafter called "**Project**", located in the City of Wilsonville, Clackamas County, State of Oregon; and

**WHEREAS**, the **Roadway Authority** is willing to undertake the entire cost and expense of preliminary engineering of the Project with **Roadway Authority** funds available for this purpose and the **Railway** is willing to consent to and assist with the work related to the implementation of the Project upon the terms and conditions herein stated and not otherwise; and

**WHEREAS**, **Roadway Authority** is developing plans for obtaining approval for the expansion of the Crossing and to obtain an Oregon Department of Transportation (ODOT) Order under ODOT's rules and regulations; and

**WHEREAS**, the Crossing and adjacent roadway configuration has been defined by a Conceptual Design prepared by Otak, Inc. in October 2016; and

**WHEREAS**, the **Roadway Authority** and **Railway** acknowledge that as of the effective date of this agreement, the ODOT Order approving the expansion of the existing Crossing and **Railway** preliminary engineering plans for the expansion of the Crossing are not yet issued or final and the parties agree to cooperate and collaborate in the preparation of the preliminary engineering to further define the Crossing and roadway configurations, to prepare the application for the ODOT Order and prepare the **Railway** preliminary engineering plans with attached Exhibit A defining the Railway engineering costs;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

### 1. DEFINITIONS

Terms used in this Agreement have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 **Preliminary Engineering Services.** All engineering performed by the **Railway** and/or its consultants, prior to commencement of construction engineering, including but not limited to preparation of construction plans, specifications and cost estimates (hereinafter "**Preliminary**

**Engineering Plans**”) and to assist with the preparation of the ODOT Order Application and the FRA Quiet Zone Application.

- 1.2 **Railway’s Contractor.** A contractor selected by **Railway** to perform part or all of the alteration or construction of the Crossing covered by this Agreement.
- 1.3 **Exhibit A.** The attached document defines the cost to provide the **Preliminary Engineering Services** and to develop the **Railway’s** final Preliminary Engineering Plans, as defined in the ODOT Order (if not materially different from the ODOT Order Application).
- 1.5 **Railway’s Consulting Engineer.** The consulting engineer selected by **Railway** to perform part or all of **Preliminary Engineering Services** in conjunction with the alteration or construction of the Crossing.

## 2. SERVICES

- 2.1 **Basic Services.** **Railway** and/or **Railway’s Consulting Engineer** will proceed, together with **Roadway Authority**, to expeditiously develop the ODOT Order Application and FRA Quiet Zone Application. Upon issuance of the ODOT Order, **Railway** and/or **Railway’s Consulting Engineer** shall commence to prepare the **Preliminary Engineering Plans** in accordance with the ODOT Order. The foregoing described scope of work is hereinafter referred to as the **“Basic Services”**. **Roadway Authority** shall reimburse **Railway** for all costs and expenses it incurs in connection with the Basic Services.
- 2.3 **Additional Services.** If authorized in writing by **Roadway Authority**, **Railway** may furnish or obtain services that are not included as part of the **Basic Services**, except to the extent otherwise provided in Exhibit A (hereinafter **“Additional Services”**). Payment for Additional Services shall be as set forth in a supplement to this Agreement.

## 3. PAYMENT

**Railway** will endeavor to invoice **Roadway Authority** monthly for services performed under this Agreement. **Roadway Authority** agrees to accept the invoice or reject the invoice if it does not comply with this Agreement and return it to **Railway** within 10 days of receipt. **Roadway Authority** agrees to pay all invoices not rejected by it in writing within 30 days of receipt.

## 4. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and continue until December 31, 2018. **Roadway Authority** may terminate this Agreement at its convenience, upon written notice, effective upon delivery. In such event, **Railway** will be entitled to compensation for the services performed or costs accrued up to the date of termination. **Railway** may terminate this Agreement for any breach hereof by **Roadway Authority**.

## 5. DESIGN REVIEW

- 5.1 After **Railway** has submitted a complete set of Preliminary Engineering Plans including specifications and cost estimates to **Roadway Authority**, **Roadway Authority** will have two weeks to review and provide its approval or comments to **Railway**. **Railway** agrees to consider and incorporate where practical **Roadway Authority** comments which do not significantly impact project cost or schedule. Upon approval, it is anticipated that **Railway** will prepare final construction contract documents for **Roadway Authority** review and execution, after which bidding and, in turn, construction will commence.
- 5.2 BY ITS REVIEW, APPROVAL OR PREPARATION OF THE **PRELIMINARY ENGINEERING PLANS**, ODOT ORDER OR OTHER DOCUMENTS PREPARED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, THE **“DOCUMENTS”**), **RAILWAY** SIGNIFIES ONLY THAT THE **DOCUMENTS**



AND THE PROJECT PROPOSED TO BE CONSTRUCTED IN ACCORDANCE WITH THE **DOCUMENTS** SATISFY **RAILWAY'S** REQUIREMENTS. **RAILWAY** EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE **DOCUMENTS**, INCLUDING, BUT NOT LIMITED TO, THE INTEGRITY, SUITABILITY OR FITNESS FOR THE PURPOSES OF **ROADWAY AUTHORITY** OR OTHER PERSONS OF SUCH **DOCUMENTS** OR THE PROJECT CONSTRUCTED IN ACCORDANCE WITH THE **DOCUMENTS**.

**6. MISCELLANEOUS PROVISIONS**

- 6.1 If any of the work described in Exhibit A shall have been performed prior to execution of this Agreement by any party hereto, then in such event this Agreement shall take effect as of the date such work actually commenced.
- 6.2 This Agreement and any authorized supplements shall constitute the entire agreement between the parties and supersedes any prior agreements and conditions. This Agreement can be modified and supplemented only by written instrument signed by both parties.
- 6.3 If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 6.4 In no event shall either party be liable for any indirect, special, consequential or punitive damages.
- 6.5 This Agreement shall be governed by the laws of the State of Oregon, exclusive of its choice of law rules.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed effective the day and year first set forth above.

**PORTLAND & WESTERN RAILROAD, INC.**

**CITY OF WILSONVILLE**

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

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

\_\_\_\_\_

[PRINTED NAME]

\_\_\_\_\_

[PRINTED NAME]

\_\_\_\_\_

[TITLE]

\_\_\_\_\_

[TITLE]

# Exhibit A – Cost Estimate



Estimate No.: 058317F - 3/3/21

## PORTLAND AND WESTERN RAILROAD (PNWR) WILSONVILLE (CLACKAMAS), OREGON - 5th Street

DOT# : 058317F  
RR MP.: 42.97

(WESTERN) Region  
Subdivision

RAILROAD # : 17PWRR43R  
XORAIL# : 105476

### Summary

<b>CROSSING WARNING SYSTEM</b> (Includes all design, requisition, labor, materials, shop wiring, and installation)	TBD
<b>CROSSING SURFACE/RESURFACE</b> (Includes all design, requisition, labor, materials, and installation)	TBD
<b>TRACK GRADE AND REHABILITATION</b> (Includes all design, requisition, labor, materials, and installation)	In Surface
<b>PRELIMINARY ENGINEERING (Phase 1)</b> (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$0.00
<b>AGREEMENTS &amp; APPROVALS (Phase 2)</b> (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$6,253.00
<b>CONSTRUCTION ENGINEERING (Phase 3)</b> (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$5,089.00
<b>CROSSING CONTROL CIRCUIT DESIGN (Phase 1)</b>	\$74,000.00
<b>CIVIL / STRUCTURAL ENGINEERING (Phase 1)</b> (Includes Costs For Services Provided by Wiser Rail Engineering)	\$0.00
<b>CONSTRUCTION ENGINEERING INSPECTION</b> (Includes Costs For Services Provided by Wiser Rail Engineering)	\$32,000.00
<b>PRELIMINARY ENGINEERING (Phase 2)</b>	\$24,000.00
<b>CIVIL / STRUCTURAL ENGINEERING (Phase 2)</b> (Includes Costs For Services Provided by Wiser Rail Engineering)	\$0.00
<b>RIGHT OF ENTRY FEE</b> (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$0.00
<b>FLAGGING SERVICES</b> (Estimated Flagging Services cost based on 0 days @ \$1050 per day)	\$0.00
<b>AC POWER SERVICE</b> (Includes all Power Service Charges not included in other costs)	\$0.00
<b>OTHER: PNWR Office Engineering (\$1500) and 15% contingency (tbd)</b>	\$5,000.00
<b>TOTAL ESTIMATE COST</b>	<b>\$146,342.00</b>

DATE: 3/3/21

**RESPONSIBLE PARTY:**

Name: City of Wilsonville  
Number: 0  
Contact: Bryan Cosgrove

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.



**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

---

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 1, 2021. Mayor Fitzgerald called the meeting to order at 7:00 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
- Beth Wolf, Senior Systems Analyst
- Andy Stone, IT Director

Motion to approve the order of the agenda.

**Motion:** Councilor West moved to approve the order of the agenda. Councilor Lehan 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**

Mayor Fitzgerald appreciated volunteers and City staff for their efforts to clean up the debris from the ice storm.

A. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.

- B. Draft Mayor’s Letter to Rep. Courtney Neron, RE Request for Legislation in 2021 Legislative Session to Implement Next Phase in ODOT’s Proposed I-5 Boone Bridge and Seismic Improvement Project

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

---

Mayor Fitzgerald explained to Council that the letter before them supports the next phase of design for ODOT’s proposed I-5 Boone Bridge. The Mayor shared she plans to send this letter to Representative Courtney Neron and other contacts in order to continue promoting the project.

**COMMUNICATIONS**

- A. “Solar Harvest” Project at OSU’s North Willamette Research and Extension Center (NWREC), Aurora

Chad Higgins, Associate Professor at OSU and Dan Orzech, General Manager at Oregon Clean Power Cooperative provided a presentation on the Solar Harvest project. The project is a field-scale research station designed to allow researchers to study the impact of solar power on local agriculture. The PowerPoint has been made a part of the record.

**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.

There was no public input.

**COUNCILOR COMMENTS**

- A. Council President Akervall

Shared with the audience the following:

- Attended the Greater Portland Inc. (GPI) Small Cities Consortium on February 25, 2021
- Participated in the Wilsonville Alliance for Inclusive Communities (WAIC), in partnership with the West Linn-Wilsonville School District (WLWV), showing and panel discussion of the film *Intelligent Lives* on February 25, 2021
- Volunteered at the debris drop-off site – thanked all that volunteered at the site
- Announced the 1,000 Books Before Kindergarten Program sponsored by the Library
- Shared the Dolly Parton's Imagination Library program sends books to Wilsonville children from birth to 5 years old

- B. Councilor Lehan

Ms. Lehan reported she has spent much of her time cleaning up the debris left after the ice storm at Pleasant View Cemetery. She reminded there are no cemeteries inside Wilsonville city limits. There are two nearby cemeteries entirely ran by volunteers. Ms. Lehan shared volunteer opportunities should be available in the spring but due to the pandemic volunteering group gatherings had been limited.



**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

---

C. Councilor West

Reminded the Oregon State Legislature is in regular session right now. Reported he had been working with Representative Neron on various legislative items not necessarily tied to the City. Councilor West shared he did a policy brief on legislation that affects kids in foster care and education. Mr. West encouraged those interested to participate in the session by testifying or tracking bills on Oregon Legislative Information System (OLIS). Mr. West explained now is a great time for community members to communicate to legislators, about bills that are important to them.

D. Councilor Linville

Echoed a big thank you to City leadership and staff for the work they have done on the debris cleanup. Furthermore, appreciated that the debris site was able to remain open for a longer period of time.

Ms. Linville reported on the below:

- Rotary Heart of Gold fundraiser on February 25, 2021
  - Recognized Elaine Swyt Charbonneau resident and volunteer whom received the First Citizen award.
- Wilsonville Alliance for Inclusive Communities, in partnership with the West Linn-Wilsonville School District, showing and panel discussion of the film *Intelligent Lives* on February 25, 2021
- League of Oregon Cities (LOC) conference call on February 26, 2021
  - Informed LOC has a list of bills and summaries posted on their website that affect Oregon cities.

**CONSENT AGENDA**

Ms. Jacobson read the titles of the consent agenda items into the record.

A. **Resolution No. 2873**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

B. **Resolution No. 2874**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

C. **Resolution No. 2875**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods LP, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

---

**D. Resolution No. 2876**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation.

**E. Resolution No. 2877**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 to ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc.

**F. Resolution No. 2881**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of The 5th Street / Kinsman Road Extension Project.

**G. Minutes of the February 18, 2021 City Council meeting.**

**Motion:** Councilor West moved to approve the consent agenda as read. Councilor Lehan 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

**NEW BUSINESS**

A. None.

**CONTINUING BUSINESS**

A. None.

**PUBLIC HEARING**

A. None.

**CITY MANAGER’S BUSINESS**

City Manager Cosgrove thanked the over 70 volunteers that helped at the debris site. He shared around 130 residents were assisted with their debris removal.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

---

Mr. Cosgrove recalled the tub grinder broke over the weekend however; staff was able to get another machine. He explained the debris site would look bad for at least another month or two until staff is able to get all the chips moved off the site.

Mr. Cosgrove reported that due to the downgrading of the COVID risk levels in the counties staff had begun discussions on what that means for the various City departments.

It was also shared that three contracted tree crews are working in the City parks and other special areas where trees may be threatening private property. Staff's goal is to get the Dog Park open as soon as possible. Mr. Cosgrove requested patience from the public as it would take a while to get all the parks cleaned up.

Mr. Cosgrove explained a couple of Public Works interns would be brought in to re-inventory trees. Furthermore, targeted outreach would be done for permitting issues and any available grant funds. It was noted that most of the tree replanting would take place in the fall.

Council was informed a supplemental budget adjustment would be brought back to cover additional costs due to the ice storm response. Staff believes some of the costs associated with the ice storm cleanup would be reimbursable by the Federal Emergency Management Agency (FEMA).

**LEGAL BUSINESS**

No Report.

**ADJOURN**

Mayor Fitzgerald adjourned the meeting at 7:48 p.m.

Respectfully submitted,

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ATTEST:

\_\_\_\_\_  
Julie Fitzgerald, Mayor



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> March 15, 2021</p>	<p><b>Subject: Resolution No. 2886</b> Supplemental Budget Adjustment</p> <p><b>Staff Member:</b> Keith Katko, Assistant 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 checked="" type="checkbox"/> Motion</p> <p><input checked="" 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 checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p>	
<p><b>Comments:</b> N/A</p>		
<p><b>Staff Recommendation:</b> Staff recommends Council adopt Resolution No. 2886.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve Resolution No. 2886.</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:**

A supplemental budget resolution for the FY2020/21 budget year.

**EXECUTIVE SUMMARY:**

Oregon’s Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund and does not increase the overall budget that was approved during the annual budget process. A supplemental budget adjustment can impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

The supplemental consists of two items:

- (1) Waste Water Treatment Plant: \$227,900 for the supervisory control and data acquisition (SCADA) Refresh project.

The Wastewater Treatment Plant (WWTP) is in need of refreshing its SCADA hardware and software. SCADA is a control system for computers, networked data communications and graphical user interfaces for the operations of the WWTP equipment. The operational technology hardware is at the end of its useful life and is no longer being supported. This project will upgrade the WWTP servers, workstations, network hardware and software which will provide better reliability and recovery for the operation of the plant.

Total cost of the project is estimated at \$335,000. Jacobs is responsible for the initial \$25,000 leaving \$310,000 to be taken out of the WWTP major maintenance repairs and replacement account. It is anticipated that \$227,900 is needed in FY 20/21 with the remaining \$82,100 to be added to the FY 21/22 budget.

- (2) CIP #0998 (Weather Event): \$700,000 for City response to the February 2021 ice storm. Funding is from General Fund (\$450,000), Road Operating Fund (\$150,000), Water Operating Fund (\$50,000), and Wastewater Operating Fund (\$50,000).

**EXPECTED RESULTS:**

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

**TIMELINE:**

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice was published on March 3, 2021 and March 20, 2021. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2021.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: KAK Date: 3/03/2021



**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/8/2021

**COMMUNITY INVOLVEMENT PROCESS:**

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice has also been published on the City's website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

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

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

**ALTERNATIVES:**

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Resolution No. 2886
  - A. Need, Purpose And Amount: Detail By Fund & Category

**RESOLUTION NO. 2886**

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2020-21.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2020-21 by Resolution 2815; and,

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and,

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

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations, are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures, are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment; and

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

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

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 15<sup>th</sup> day of March and filed with Wilsonville City Recorder this same date.

\_\_\_\_\_  
Julie Fitzgerald, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald  
Councilor President Akervall  
Councilor Lehan  
Councilor West  
Councilor Linville

ATTACHMENT:

A. Need, Purpose And Amount: Detail By Fund & Category

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

	Current Appropriations	Change in Appropriations	Amended Appropriations
<b>General Fund</b>			
<b>Expenses</b>			
Transfers	\$ 6,373,062	\$ 450,000	\$ 6,823,062
Contingency	8,226,693	(450,000)	7,776,693
All other requirements	22,846,579	-	22,846,579
Net change in requirements	\$ 37,446,334	\$ -	\$ 37,446,334
The interfund transfer is to the Facilities and Information Systems Capital Project Fund for the 2021 Weather Event.			
<b>Road Operating Fund</b>			
<b>Expenses</b>			
Interfund transfers	\$ 1,525,765	\$ 150,000	\$ 1,675,765
Contingency	1,950,703	(150,000)	1,800,703
All other requirements	1,175,348	-	1,175,348
Net change in requirements	\$ 4,651,816	\$ -	\$ 4,651,816
The interfund transfer is to the Facilities and Information Systems Capital Project Fund for the 2021 Weather Event.			
<b>Water Operating Fund</b>			
<b>Expenses</b>			
Interfund transfers	\$ 4,003,411	\$ 50,000	\$ 4,053,411
Contingency	16,649,112	(50,000)	16,599,112
All other requirements	6,461,281	-	6,461,281
Net change in requirements	\$ 27,113,804	\$ -	\$ 27,113,804
The interfund transfer is to the Facilities and Information Systems Capital Project Fund for the 2021 Weather Event.			
<b>Sewer Operating Fund</b>			
<b>Expenses</b>			
Sewer Treatment	2,837,677	227,900	\$ 3,065,577
Interfund transfers	4,686,147	50,000	4,736,147
Contingency	13,253,581	(277,900)	12,975,681
All other requirements	4,900,424	-	4,900,424
Net change in requirements	\$ 25,677,829	\$ -	\$ 25,677,829
The Sewer Treatment request is for the WWTP SCADA Refresh project and the Interfund transfer is to the Facilities and Information Systems Capital Project Fund for the 2021 Weather Event.			
<b>Facilities and Information Systems Capital Project Fund</b>			
<b>Revenues</b>			
Interfund transfers	\$ 4,015,536	\$ 700,000	\$ 4,715,536
All other resources	864,443	-	864,443
Total increase in resources	4,879,979	700,000	5,579,979
<b>Expenses</b>			
Facilities capital projects	\$ 4,626,481	\$ 700,000	\$ 5,326,481
Interfund transfers	121,854	-	121,854
Contingency	131,644	-	131,644
Net change in requirements	\$ 4,879,979	\$ 700,000	\$ 5,579,979
The interfund transfers and corresponding requirements are for the 2021 Weather Event project (CIP 0998).			



# FEBRUARY 2021 MONTHLY REPORT

## From The Director's Office

Greetings!! This month's Community Development Department highlight is on the 5th Street to Kinsman Road (52K) extension project and the outstanding work of Zach Weigel of the Engineering Division. Zach's workload is very robust in managing the City's Capital Improvement Program as well as several large Planning projects, such as the French Prairie Bridge and the I-5 Pedestrian Bridge. On top of that, Zach is the project manager on the Garden Acres Road urban upgrade and the 52K project, which is one of the most complex transportation projects the city has undertaken in recent history.



52K will extend Kinsman Road by 1,000 feet to the south, connecting to an 1,800 foot extension of 5th Street as it heads west coming out of the Old Town Neighborhood. The project has two bridge structures across Arrowhead Creek, a narrow in-water work period allowance as mandated by the natural resource permitting agencies, a complex railroad crossing at 5th Street, a raised intersection on Boones Ferry Road at 5th, as well as a 2,000 ft extension of the Ice Age Tonquin Trail as it connects from the current terminus at the Water Treatment Plant access road at Arrowhead Creek Lane to 5th Street where it will head south to Boones Ferry Park and ultimately one day to the French Prairie Bridge across the Willamette River.

It has taken the better part of the last year working extensively on securing the right of way, finalizing the plan set, and bidding the project to get this project ready to start. City Attorney Barbara Jacobson also deserves significant recognition for efforts that go beyond normal expectations in these areas. The right-of-way acquisition was particularly complicated involving approximately a dozen different property owners, which resulted in a complex package of acquisition of right-of-way easements, temporary construction easements, and slope easements needed for road, trail, sewer, water, and storm utility extensions. Negotiations were lengthy and complex, coming together at just the right time to start construction by the end of March 2021.

Zach led the public bid opening in late January where eight bids were received. With an engineer's estimate of \$10,750,000, the bids came in at a good price. The lowest bidder, Moore Excavation Incorporated (MEI), had a bid of \$10,850,000. To witness the high level of coordination and communication that has taken place to get where we are while making dozens of critical decisions a week has been truly impressive. I want to thank Zach for his extraordinary effort in getting this multi-year transportation project ready to construct. Great job, Zach.

Respectfully submitted,

Chris Neamtzu, AICP  
Community Development Director





## Building Division

### **Emergency Preparedness**

In the past year, Oregon has been hit with a pandemic, wildfires, and major winter storms. State, county, and local municipalities have done their best to be prepared for such events. They stock emergency supplies and work to keep infrastructure operational during these times. Governmental preparation is only one part of your survival during a major event. Individually, we all have a responsibility to prepare ourselves for food and gasoline shortages, electrical power and natural gas outages, and water supply disruptions.

Many households experienced the loss of electricity during the recent ice storm. Electricity helps us in many ways. We use it for heating and cooling the home, water heating, lighting, refrigeration, and powering small appliances, computers, and chargers. A small 2200 watt generator can supply power to temporary lighting and small heaters, TVs and radios, computers and modems, and will allow you to recharge your devices. Increase the generator rating to 4000 watts and you can run a freezer or refrigerator, microwave for cooking, and even a blow dryer. A 20,000 watt (20kW) generator will run all of the appliances in a 2,500-3,000 square foot home. There are many generator manufacturers on the market that can get you set up safely.

Having the ability to generate electrical power is a game changer for you when you cannot get service from your local power company. Even the smallest of generators can help with your basic needs to heat a room, provide light, cook food, or maintain communications.



*A 20kW generator sits ready to respond to an interruption of power from your local power company. It can run off propane or natural gas for your convenience.*



*Portable generators like the two shown above must operate outdoors to prevent the dangerous build-up of carbon monoxide gas. They run on unleaded gasoline and require the use of extension cords to get electricity where you need it.*

-Brian Pascoe, Building Inspector/Plans Examiner

## 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 installation of a portion of the Ice Age Tonquin Trail. Land acquisition work is nearly complete. The construction bid award is scheduled for the March 1 City Council meeting. Construction is planned to start at the end of March 2021 and it is estimated that it will take two years to complete.

### **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. Design work is anticipated to continue through April 2021, with construction occurring in summer 2021.

### **Boeckman Dip Bridge (4212/7065)**

The hydraulic/hydrologic study is under way to better understand the creek and stormwater system today and what potential impacts our various project alternatives might have.

### **Elligsen Well Facility Rehab and Upgrades (1083)**

This project addresses upgrades and repairs needed to correct deficiencies in the Elligsen well house, including piping, electrical, instrumentation and controls, and mechanical systems. Design work started in January 2021 and will continue through the summer. Construction work is tentatively scheduled to begin late summer and continue through fall 2021.

### **Elligsen Well Upgrade and Maintenance (1128)**

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. This project also includes investigative evaluation work at Charbonneau wells to determine existing conditions to help guide subsequent rehabilitation work. Well evaluation at Charbonneau wells started in early November and continued through the end of December, with work at the Elligsen well to follow. Rehabilitation operations will continue through March 2021.

### **Garden Acres Road (4201)**

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program (WWSP) segment PLM\_1.2 of the 66" water transmission pipe. The WWSP 66" raw water pipeline work is complete. Roadway construction on Garden Acres Road is underway. Final asphalt paving on Graham's Ferry Road will occur on the next dry, 50 degree day. Project completion is anticipated for March 2021 (weather dependent).

### **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. The design team is proceeding with design of the bridge and plaza based on Council direction in October. Preliminary 30% design documents have been reviewed and have been submitted to the design team. Updates and feedback on the preliminary design is scheduled to go before the Planning Commission and City Council in March.

## 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 and is anticipated to be completed in June 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. Construction bids were solicited in February 2021. Construction is anticipated to be completed by December 2021.

### **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. Onsite construction has been taking place with grading and the removal of site soils.

### **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)**

Design is nearly complete for the 2021 Street Maintenance Project. Bids will be sought in March. Work this summer will be performed on Town Center Loop East and West.

### **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, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. A Construction Manager/General Contractor (CMGC) alternative contracting method was approved by City Council. An engineering contract was awarded in July. Completion of the 30% design is anticipated in early 2021, at which time a CMGC solicitation will occur. Final design will be completed in coordination with the CMGC in 2021, followed by construction in 2022-2023.



## Engineering Division, Capital Projects

### WWSP Coordination (1127)

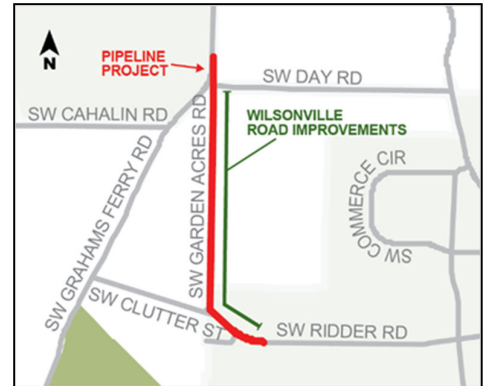
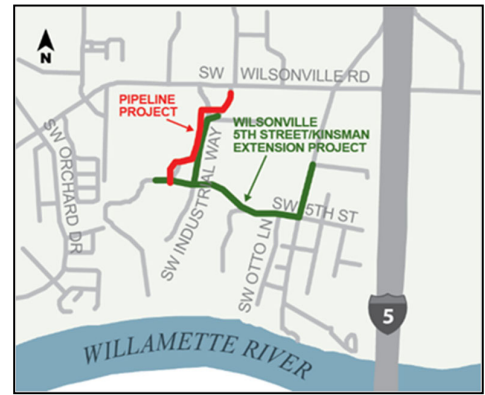
Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on major elements within Wilsonville:

- Phase 1 Wilsonville Road (PLM 1.1)** The Willamette Water Supply Program’s (WWSP) PLM\_1.1 project consists of 1,400 feet of 66-inch diameter pipeline that began construction in the fall of 2019. The pipeline starts near the Willamette River Water Treatment Plant property. It ends at Kinsman Road just south of the Kinsman Road and Wilsonville Road intersection.

  - Minor corrective work is underway and is anticipated to be completed in March.
- Phase 2, Garden Acres Road to 124th (PLM 1.2)** The WWSP partnered with Wilsonville to construct the PLM\_1.2 pipeline with the City's Garden Acres Road Improvements Project.

  - Moore Excavation, Inc. has constructed 3,600 feet of 66-inch pipeline along Garden Acres Road from Ridder Road to just beyond Day Road. Their work included a trenchless undercrossing of Day Road.
  - Pipeline construction is complete. Final paving on Graham’s Ferry Road will occur in March 2021.
- 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.
  - Construction will occur in phases to enhance safety and minimize traffic, neighborhood, and business disruptions.
  - 60% design plans will be submitted for review in March 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 and the project is anticipated to be completed by fall 2021.



## Engineering Division, Private Development

### Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. It is currently under plan review.

### DP Nicoli

This project has made a lot of progress in the last month. All utility pipes are being tested and scoped for verification. Street paving will take place this month on Boberg Road adjacent to the project.

### Fir Avenue Commons

This is a ten-unit condominium development in Old Town and it is nearing completion. The sidewalks and driveways are in, as is the pervious private drive. The above-ground communication lines still need to be relocated on 4th Street.

### Frog Pond Ridge

Plans for this 69-lot subdivision north of Frog Pond Meadows are currently under review.

### Grace Chapel

This project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. Work continues on site improvements.

### 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 curb has been poured and the road has been temporarily patched.

### Regional Park 7&8

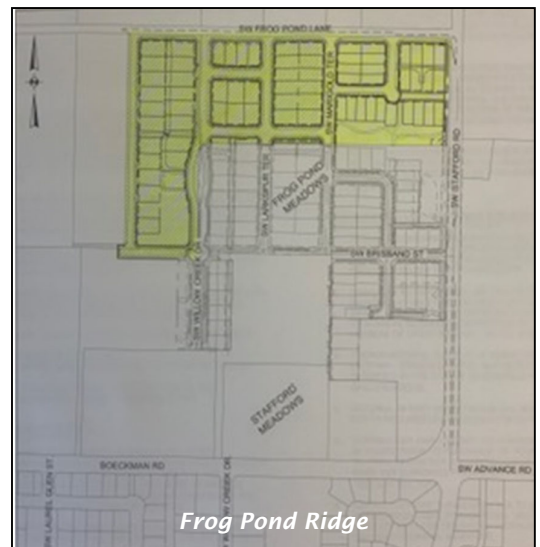
This is a regional park from Barber Street along Coffee Lake Drive to Villebois Drive. The pedestrian paths, storm level spreader, and open space are nearing completion.

### Siena at Villebois Fire Reconstruction

Onsite construction is steady at Siena at Villebois. Engineering final approval for street pavement, sidewalk, and LID stormwater facilities will be complete prior to issuance of final Certificate of Occupancy.

### SSI Shredding

Site plans have been submitted for two additional structures on the existing site, along with sidewalk, sanitary, and water additions. The plans are currently under plan review.





## Engineering Division, Natural Resources

The recent snow and ice storm had a significant impact on Wilsonville's urban forest. Street trees and other trees in the community succumbed to the ice, and the corresponding debris presented a challenge for City staff and residents. The following projects present an opportunity to consider the future of Wilsonville's urban forest and offer a path forward for taking proactive and meaningful steps to ensure its resiliency and long-term health.

### Urban Forest Management Plan

An Urban Forest Management Plan (UFMP) to guide the City's programs and actions related to the urban forest is underway. The UFMP will provide an integrated approach to preserving, sustaining, and regenerating Wilsonville's urban forest into the future. While the UFMP will cover the entire City, it will have two focus areas: Charbonneau and Town Center.

The consultant has analyzed the data about Wilsonville's urban forest and has prepared goals and strategies, which are being reviewed by City staff. The draft plan should be completed in March, and work sessions have been scheduled for the Planning Commission and City Council in April and May, respectively.

### "Free" Native Tree Program

To help reduce stream temperature and pollutants, the City offers up to five native tree seedlings for any resident or business, within the City Limits, to install on their property. Residents or businesses receive a tree coupon, which allows them to redeem the native plants at Bosky Dell Natives nursery. Plantings along streams, riparian corridors, or other water bodies are encouraged, but regardless of the location, tree plantings enhance the City's urban forest and contribute to a healthier environment. The incentive program is part of the strategy to address the City's NPDES stormwater permit requirements.



## Planning Division, Current

### Administrative Land Use Decisions Issued

- 40 emergency tree permits received and are being processed
- New signs and security fence for Bedmart warehouse on Commerce Circle
- Partition of industrial property at 9600 SW Boeckman Road
- 3 Accessory Dwelling Units (ADUs)
- 1 Temporary Use Permit
- 2 Type A Tree Permits
- 1 Type B Tree Permit
- 2 Zoning Verification Letters
- Residential building permits

### Construction Permit Review, Development Inspections, and Project Management

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

- DP Nicoli Industrial Development on Boberg Road
- Grace Chapel on Parkway Avenue
- I&E Construction headquarters on Parkway Avenue
- Panattoni Development Company warehouse on Clutter Road
- Parkway Woods Business Park remodel/site revisions
- Residential subdivisions in Frog Pond West

### Development Review Board (DRB)

Both DRB Panels met at their regularly scheduled times (February 8 for Panel A, February 22 for Panel B) for additional training. The training included working through example scenarios about traffic, trees, resident input, and waivers.

### DRB Projects Under Review

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

- 8-lot subdivision on Canyon Creek Road South
- Wilsonville High School expansion, including a new auditorium (shown right)
- New industrial security fence at Canyon Creek Road and Burns Way
- Villebois Village Center development around Piazza Villebois
- Site changes at Rite Aid Distribution Center
- Temporary sales office for Richmond American Homes in Frog Pond West



### Ice Storm Tree Damage

The Planning team was a key part of the City's response to extensive tree damage from the February 12-13 ice event. The Planning team coordinated public information about tree permitting and replacements, as well as processed numerous tree removal requests and inquiries.

## Planning Division, Long Range

### **Housing and Land Use at the Oregon Legislature**

In February, the Planning team working with public affairs staff, our lobbyist, and other partners on housing and land use bills and legislative concepts under consideration during the current legislative sessions. Topics included land divisions for middle housing, siting of certain child care uses, and siting of and land use for affordable housing.

### **Middle Housing in Wilsonville Project (House Bill 2001 Implementation)**

In February, the project team focused on outreach. This included launching the project on [\*Let's Talk, Wilsonville!\*](#) and holding a number of virtual stakeholder and community meetings. In addition, the Planning Commission held an extensive work session that covered compliance details for Frog Pond West, status of existing planned developments, siting and design examples to be used in outreach, and the projects outreach plan.

### **Planning Commission**

At their regularly scheduled meeting on February 10, the Planning Commission held their third work session regarding the City's Middle Housing Project. The work session covered additional discussion of compliance in Frog Pond West, continued discussion of potential Development Code changes, review of cut sheets to help with a community discussion around siting and design standards, and the project outreach plan. Following the work session the Planning Commission received a report and asked questions regarding the City's Transportation Performance Evaluation.

### **Wilsonville Town Center Plan**

#### *I-5 Pedestrian Bridge*

The Town Center project team continued development of bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. During February, City staff reviewed 30% design documents for the bridge and plaza, which are a further refinement of the tied arch bridge and drops and ripples/river oxbow plaza concepts previously reviewed and prioritized by the community. The project team discussed opportunities for future public input on elements of the 30% design, and plans to provide an update to the Planning Commission and City Council on these plans in the next couple of months.

General project information is available on the project website: [www.letstalkwilsonville.com/I5-Ped-Bridge](http://www.letstalkwilsonville.com/I5-Ped-Bridge).

#### *Streetscape Plan*

The Town Center Streetscape Plan was introduced to City Council at their February 1 work session. Council provided feedback on the three refined design concepts and asked questions regarding cost and maintenance of the elements shown in each concept. The project team then presented the three concepts to the public at the second Public Forum on February 9. In a community survey, the public was generally supportive of all three concepts, with an overall preference for the River Environment and Technological Innovation concepts. Staff and the consultant team are continuing to schedule stakeholder interviews with interested parties to gain additional input on each design concept and overall project direction. The project will return before the Planning Commission in March where the team will present the initial work on a draft version of the final concept for the Streetscape Plan.



# FEBRUARY MONTHLY REPORT

## From the Director:

Greetings from the Finance Team!

We are excited to have our 2019-20 CAFR report in its final review with our Auditors. A link will be sent to the City Council once the final report is posted online. We expect to have that document ready for the website by the end of next week.

The MUNIS HR/Payroll implementation is continuing but has met some road blocks through the parallel process. The implementation team is reviewing each transaction and working with MUNIS personnel to resolve the issues.

Dillon, our senior accountant, has been a tremendous help with the budget process as he has been able to create the reports we needed to retrieve the information once it is entered into the MUNIS system. This tool has already proved to be quite valuable and has assisted us with our internal budget meetings. We are on track for our first budget committee meeting that will be held on May 19.

The Accounts Payable (AP) numbers below will be updated next month. We are still in search of the best way to pull this information out of MUNIS to provide an accurate picture of the AP monthly processing.

Stay safe.

*-Cathy Rodocker*

## By the Numbers:

Finance Statistics for the period of July 1, 2020-February 28, 2021

Please Note: Utility Billing is reported with a one month lag.

<u>Utility Billing:</u>	<u>Accounts Payable:</u>	<u>Municipal Court:</u>	
Total Monthly Bills	47,185 December AP Pymts	\$3.7M Total Citations Issued	837
New Customers	687 Payments Processed	260 Total Suspensions Issued	245
New Service Locations	70	Ticket Revenue	\$108,258

## **FY21 Financial Update:**

### **General Fund:**

Through February, the General Fund has collected 74% of the budgeted revenues. The City has yet to received the catch-up invoices from the Clackamas County Sheriff's office. To date, the City has only paid 4% of the amount budgeted. Chief Wurpes is working with the County to get the invoice submitted for payment.

### **Building Inspection Fund:**

Permit revenue through January are now at 65% of budget and expenditures are at 44% of budget. To date, the expenses have outpaced revenues by \$367K-which was a planned decrease to the fund balance.

### **Community Development Fund:**

Through February, the CD Fund has received 64% of the budgeted revenues and have expenses 50% of the total expenditures. As of the end of February, the revenues collected exceed the expenditures by \$634K.

### **Road Operating Fund:**

Intergovernmental revenues, which include Gas Taxes and Vehicle License Fees have been picking up during the last months. The actual receipts lag one month in arrears due to the timing of receiving the payment.

### **Utility Funds:**

As of February, the utility operating funds are meeting expectations.



<b>City of Wilsonville - Fund Summaries</b> <b>Reporting Month: FEB FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>110 - General Fund</b>				
Taxes	\$ 11,954,800	\$ 9,129,377	\$ 2,825,423	24%
Intergovernmental	2,415,495	2,079,149	336,347	14%
Licenses and permits	182,750	164,200	18,550	10%
Charges for services	672,610	273,550	399,060	59%
Fines and forfeitures	320,000	107,205	212,795	66%
Investment revenue	163,900	113,328	50,572	31%
Other revenues	745,250	567,573	177,677	24%
Transfers in	4,155,341	2,817,400	1,337,942	32%
<b>TOTAL REVENUES</b>	<b>\$ 20,610,146</b>	<b>\$ 15,251,781</b>	<b>\$ 5,358,365</b>	<b>26%</b>
Personnel services	\$ 9,334,432	\$ 5,079,605	\$ 4,254,827	46%
Materials and services	10,544,247	3,176,959	7,367,288	70%
Capital outlay	20,000	29,011	(9,011)	-45%
Transfers out	6,373,062	3,884,081	2,488,981	39%
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,271,741</b>	<b>\$ 12,169,656</b>	<b>\$ 14,102,085</b>	<b>54%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,411,703	\$ 941,417	\$ 470,286	33%
Investment revenue	9,600	9,750	(150)	-2%
Other revenues	18,000	6,838	11,162	62%
<b>TOTAL REVENUES</b>	<b>\$ 1,439,303</b>	<b>\$ 958,005</b>	<b>\$ 481,298</b>	<b>33%</b>
Personnel services	\$ 788,700	\$ 399,290	\$ 389,410	49%
Materials and services	676,906	326,804	350,102	52%
Capital outlay	65,000	-	65,000	100%
Transfers out	2,400	1,600	800	33%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,533,006</b>	<b>\$ 727,694</b>	<b>\$ 805,312</b>	<b>53%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 950,565	\$ 602,364	\$ 348,201	37%
Charges for services	9,600	6,400	3,200	33%
Investment revenue	22,800	30,884	(8,084)	-35%
Transfers in	40,883	27,256	13,627	33%
<b>TOTAL REVENUES</b>	<b>\$ 1,023,848</b>	<b>\$ 666,904</b>	<b>\$ 356,944</b>	<b>35%</b>
Personnel services	\$ 1,081,750	\$ 587,142	\$ 494,608	46%
Materials and services	165,347	106,113	59,234	36%
Transfers out	405,321	234,750	170,572	42%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,652,418</b>	<b>\$ 928,004</b>	<b>\$ 724,414</b>	<b>44%</b>
<b>231 - Community Development Fund</b>				
Intergovernmental	\$ 63,000	\$ -	\$ 63,000	100%
Licenses and permits	709,723	398,201	311,522	44%
Charges for services	619,450	329,266	290,184	47%
Investment revenue	12,500	28,738	(16,238)	-130%
Other revenues	250	215	35	14%
Transfers in	3,129,034	2,130,318	998,716	32%
<b>TOTAL REVENUES</b>	<b>\$ 4,533,957</b>	<b>\$ 2,886,738</b>	<b>\$ 1,647,219</b>	<b>36%</b>
Personnel services	\$ 3,215,620	\$ 1,670,464	\$ 1,545,156	48%
Materials and services	712,625	192,817	519,808	73%
Transfers out	584,243	389,496	194,747	33%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,512,488</b>	<b>\$ 2,252,778</b>	<b>\$ 2,259,710</b>	<b>50%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,382,151	\$ 1,135,864	\$ 1,246,287	52%
Investment revenue	2,000	14,032	(12,032)	-602%
Other revenues	2,000	2,418	(418)	-21%
<b>TOTAL REVENUES</b>	<b>\$ 2,386,151</b>	<b>\$ 1,152,314</b>	<b>\$ 1,233,837</b>	<b>52%</b>
Personnel services	\$ 382,270	\$ 190,043	\$ 192,227	50%
Materials and services	514,578	216,595	297,983	58%
Capital outlay	13,000	10,246	2,754	21%
Debt service	82,000	81,446	554	1%
Transfers out	1,525,765	241,457	1,284,308	84%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,517,613</b>	<b>\$ 739,787</b>	<b>\$ 1,777,826</b>	<b>71%</b>

<b>City of Wilsonville - Fund Summaries</b> <b>Reporting Month: FEB FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,065,000	\$ 1,413,015	\$ 651,985	32%
Investment revenue	3,100	29,701	(26,601)	-858%
<b>TOTAL REVENUES</b>	<b>\$ 2,068,100</b>	<b>\$ 1,442,717</b>	<b>\$ 625,383</b>	<b>30%</b>
Transfers out	\$ 4,092,922	\$ 1,099,092	\$ 2,993,830	73%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,092,922</b>	<b>\$ 1,099,092</b>	<b>\$ 2,993,830</b>	<b>73%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 5,050,000	\$ 4,169,503	\$ 880,497	17%
Intergovernmental	5,296,588	1,379,609	3,916,979	74%
Charges for services	170,000	-	170,000	100%
Fines and forfeitures	5,000	145,504	(140,504)	-2810%
Investment revenue	31,100	36,668	(5,568)	-18%
Other revenues	16,000	-	16,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 10,568,688</b>	<b>\$ 5,731,285</b>	<b>\$ 4,837,403</b>	<b>46%</b>
Personnel services	\$ 4,106,110	\$ 2,146,475	\$ 1,959,635	48%
Materials and services	2,268,268	997,607	1,270,661	56%
Capital outlay	2,629,941	414,118	2,215,823	84%
Transfers out	808,863	396,248	412,615	51%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,813,182</b>	<b>\$ 3,954,448</b>	<b>\$ 5,858,734</b>	<b>60%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 9,006,000	\$ 6,737,784	\$ 2,268,216	25%
Fines and forfeitures	19,000	(5)	19,005	100%
Investment revenue	195,000	181,214	13,786	7%
Other revenues	12,000	24,329	(12,329)	-103%
Transfers in	183,270	183,253	17	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,415,270</b>	<b>\$ 7,126,575</b>	<b>\$ 2,288,695</b>	<b>24%</b>
Personnel services	\$ 615,190	\$ 291,778	\$ 323,412	53%
Materials and services	4,405,491	2,325,621	2,079,870	47%
Capital outlay	426,000	107,205	318,795	75%
Transfers out	4,003,411	797,652	3,205,759	80%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,450,092</b>	<b>\$ 3,522,256</b>	<b>\$ 5,927,836</b>	<b>63%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,147,000	\$ 5,285,222	\$ 2,861,778	35%
Investment revenue	196,200	192,088	4,112	2%
Other revenues	18,000	17,919	81	0%
Transfers in	600,000	600,000	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 8,961,200</b>	<b>\$ 6,095,230</b>	<b>\$ 2,865,970</b>	<b>32%</b>
Personnel services	\$ 365,500	\$ 198,612	\$ 166,888	46%
Materials and services	3,533,724	1,891,120	1,642,604	46%
Capital outlay	88,177	-	88,177	100%
Debt service	2,960,000	480,256	2,479,744	84%
Transfers out	4,686,147	1,474,208	3,211,939	69%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,633,548</b>	<b>\$ 4,044,197</b>	<b>\$ 7,589,351</b>	<b>65%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 524,150	\$ 357,487	\$ 166,663	32%
Investment revenue	12,500	10,119	2,381	19%
<b>TOTAL REVENUES</b>	<b>\$ 536,650</b>	<b>\$ 367,605</b>	<b>\$ 169,045</b>	<b>31%</b>
Materials and services	\$ 381,320	\$ 198,497	\$ 182,824	48%
Transfers out	1,305,247	91,147	1,214,100	93%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,686,567</b>	<b>\$ 289,644</b>	<b>\$ 1,396,923</b>	<b>83%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,370,000	\$ 2,213,719	\$ 1,156,281	34%
Investment revenue	15,300	25,566	(10,266)	-67%
Transfers in	2,500,000	2,500,000	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 5,885,300</b>	<b>\$ 4,739,284</b>	<b>\$ 1,146,016</b>	<b>19%</b>
Personnel services	\$ 270,080	\$ 141,304	\$ 128,776	48%
Materials and services	763,557	334,530	429,027	56%
Capital outlay	50,791	9,950	40,841	80%
Debt service	679,200	616,907	62,293	9%
Transfers out	3,550,672	1,457,920	2,092,752	59%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,314,300</b>	<b>\$ 2,560,611</b>	<b>\$ 2,753,689</b>	<b>52%</b>

<b>City of Wilsonville - SDC Fund Summaries</b> <b>Reporting Month: FEB FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>336 - Frog Pond Development</b>				
Licenses and permits-West Hills	\$ 594,839	\$ 710,957	\$ (116,118)	-20%
Licenses and permits-Pahlisch	714,270	-	714,270	100%
Investment revenue	9,000	6,393	2,607	29%
<b>TOTAL REVENUES</b>	<b>\$ 1,318,109</b>	<b>\$ 717,350</b>	<b>\$ 600,759</b>	<b>46%</b>
Materials and services	\$ 9,240	\$ 3,275	\$ 5,965	65%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,240</b>	<b>\$ 3,275</b>	<b>\$ 5,965</b>	<b>65%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 2,493,198	\$ 995,415	\$ 1,497,783	60%
Investment revenue	85,500	52,722	32,778	38%
<b>TOTAL REVENUES</b>	<b>\$ 2,578,698</b>	<b>\$ 1,048,136</b>	<b>\$ 1,530,562</b>	<b>59%</b>
Materials and services	\$ 40,260	\$ 20,368	\$ 19,892	49%
Transfers out	8,130,655	336,445	7,794,210	96%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,170,915</b>	<b>\$ 356,813</b>	<b>\$ 7,814,102</b>	<b>96%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 683,311	\$ 340,519	\$ 342,792	50%
Investment revenue	46,000	33,840	12,160	26%
<b>TOTAL REVENUES</b>	<b>\$ 729,311</b>	<b>\$ 374,359</b>	<b>\$ 354,952</b>	<b>49%</b>
Materials and services	\$ 16,400	\$ 9,340	\$ 7,060	43%
Transfers out	4,415,206	2,500,234	1,914,972	43%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,431,606</b>	<b>\$ 2,509,574</b>	<b>\$ 1,922,032</b>	<b>43%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,040,811	\$ 1,205,349	\$ (164,538)	-16%
Investment revenue	64,500	45,023	19,477	30%
<b>TOTAL REVENUES</b>	<b>\$ 1,105,311</b>	<b>\$ 1,250,372</b>	<b>\$ (145,061)</b>	<b>-13%</b>
Materials and services	\$ 25,180	\$ 12,345	\$ 12,835	51%
Transfers out	3,747,702	494,838	3,252,864	87%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,772,882</b>	<b>\$ 507,183</b>	<b>\$ 3,265,699</b>	<b>87%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 884,015	\$ 250,714	\$ 633,301	72%
Investment revenue	56,200	59,161	(2,961)	-5%
<b>TOTAL REVENUES</b>	<b>\$ 940,215</b>	<b>\$ 309,875</b>	<b>\$ 630,340</b>	<b>67%</b>
Materials and services	\$ 21,410	\$ 8,379	\$ 13,031	61%
Transfers out	7,380,605	1,770,041	5,610,564	76%
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,402,015</b>	<b>\$ 1,778,420</b>	<b>\$ 5,623,595</b>	<b>76%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 591,623	\$ 118,206	\$ 473,417	80%
Investment revenue	27,800	19,569	8,231	30%
<b>TOTAL REVENUES</b>	<b>\$ 619,423</b>	<b>\$ 137,774</b>	<b>\$ 481,649</b>	<b>78%</b>
Materials and services	\$ 5,580	\$ 2,821	\$ 2,759	49%
Transfers out	361,697	21,348	340,349	94%
<b>TOTAL EXPENDITURES</b>	<b>\$ 367,277</b>	<b>\$ 24,169</b>	<b>\$ 343,108</b>	<b>93%</b>

<b>City of Wilsonville - URA Fund Summaries</b> <b>Reporting Month: FEB FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>800 - Year 2000 Program Income</b>				
Investment revenue	\$ 8,600	\$ 5,341	\$ 3,259	38%
Other revenues	150,000	101,796	48,204	32%
<b>TOTAL REVENUES</b>	<b>\$ 158,600</b>	<b>\$ 107,137</b>	<b>\$ 51,463</b>	<b>32%</b>
Materials and services	\$ 50,000	\$ 15,064	\$ 34,936	70%
<b>TOTAL EXPENDITURES</b>	<b>\$ 50,000</b>	<b>\$ 15,064</b>	<b>\$ 34,936</b>	<b>70%</b>
<b>805 - Year 2000 Capital Projects</b>				
Investment revenue	\$ 89,600	\$ 78,475	\$ 11,125	12%
<b>TOTAL REVENUES</b>	<b>\$ 89,600</b>	<b>\$ 78,475</b>	<b>\$ 11,125</b>	<b>12%</b>
Materials and services	\$ 631,260	\$ 311,220	\$ 320,040	51%
Capital outlay	9,435,473	73,111	9,362,362	99%
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,066,733</b>	<b>\$ 384,331</b>	<b>\$ 9,682,402</b>	<b>96%</b>
<b>807 - Year 2000 Debt Service</b>				
Taxes	\$ 4,074,200	\$ 3,793,676	\$ 280,524	7%
Investment revenue	132,200	56,101	76,099	58%
<b>TOTAL REVENUES</b>	<b>\$ 4,206,400</b>	<b>\$ 3,849,776</b>	<b>\$ 356,624</b>	<b>8%</b>
Debt service	\$ 597,500	\$ 101,681	\$ 495,819	83%
<b>TOTAL EXPENDITURES</b>	<b>\$ 597,500</b>	<b>\$ 101,681</b>	<b>\$ 495,819</b>	<b>83%</b>
<b>810 - Westside Program Income</b>				
Investment revenue	\$ 1,800	\$ 1,093	\$ 707	39%
<b>TOTAL REVENUES</b>	<b>\$ 1,800</b>	<b>\$ 1,093</b>	<b>\$ 707</b>	<b>39%</b>
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 17,700	\$ 4,589	\$ 13,111	74%
<b>TOTAL REVENUES</b>	<b>\$ 17,700</b>	<b>\$ 4,589</b>	<b>\$ 13,111</b>	<b>74%</b>
Materials and services	\$ 1,000,970	\$ 757,430	\$ 243,540	24%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,000,970</b>	<b>\$ 757,430</b>	<b>\$ 243,540</b>	<b>24%</b>
<b>817 - Westside Debt Service</b>				
Taxes	\$ 5,084,500	\$ 4,727,861	\$ 356,639	7%
Investment revenue	115,000	101,943	13,057	11%
<b>TOTAL REVENUES</b>	<b>\$ 5,199,500</b>	<b>\$ 4,829,804</b>	<b>\$ 369,696</b>	<b>7%</b>
Debt service	\$ 2,725,000	\$ 1,152,191	\$ 1,572,809	58%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,725,000</b>	<b>\$ 1,152,191</b>	<b>\$ 1,572,809</b>	<b>58%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 17,900	\$ 6,745	\$ 11,155	62%
Transfers in	500,000	500,000	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 517,900</b>	<b>\$ 506,745</b>	<b>\$ 11,155</b>	<b>2%</b>
Materials and services	\$ 102,000	\$ 29,481	\$ 72,519	71%
Capital outlay	2,658,737	187,503	2,471,234	93%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,760,737</b>	<b>\$ 216,984</b>	<b>\$ 2,543,753</b>	<b>92%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 318,700	\$ 295,429	\$ 23,271	7%
Investment revenue	7,400	1,820	5,580	75%
<b>TOTAL REVENUES</b>	<b>\$ 326,100</b>	<b>\$ 297,249</b>	<b>\$ 28,851</b>	<b>9%</b>
Debt service	\$ 778,000	\$ 639,382	\$ 138,618	18%
<b>TOTAL EXPENDITURES</b>	<b>\$ 778,000</b>	<b>\$ 639,382</b>	<b>\$ 138,618</b>	<b>18%</b>



# FEBRUARY 2021 MONTHLY REPORT

## From the Director

Children's programs returned to live online performances. The Storytime and Toddler Time formats were revamped to allow staff to film without masks from home – an important early literacy aspect. Staff are planning a new program, "1,000 Books Before Kindergarten" which will begin in March. As the name suggests, this program encourages parents to read 1,000 books to their children before kindergarten starts. The Beanstack app, which was used for summer reading last year, will be used to track books. Teen programs included online gaming tournaments on two Friday evenings.

Adult programs in February celebrated Black History Month with the PROFILES presentation on the "Unsung Heroes of the Civil Rights Movement," which had a spirited conversation with participants after the presentation. Hoping to bolster attendance, the Tuesday evening English Conversation Group changed meeting days to Mondays. Article Club and Book Club continued as scheduled, but the genealogy workshop was postponed due to the power outages from the winter storm. The same storm kept the library closed for two days and some staff helped out at the city's debris drop-off site.

The Winter Reading Challenge ended February 28. Over one hundred participants of all ages signed up and completed nearly three hundred reading activities. Prizes will be distributed to winners in March. The next reading challenge for all ages is the Spring Break Reading Challenge, which will start March 15.

We added some services in February. New to the lineup is the return of the faxing service. Thanks to revised policies and procedures, Chromebooks and WiFi hotspots are available once again for patrons to check out.

Along with other City departments, library staff participated in a safety drill concerning suspicious mail. Our safety representative has served her 2 year term and passed the torch to a new staff member, who has hit the ground running.

The American Red Cross held a blood drive on February 2 in the library parking lot. The next scheduled blood drive is Friday, April 2.

New on-call clerks and a shelver started work this month. We are pleased to have them on-board and already into the swing of things.

Rotary International approved a \$1,000 grant to the library in support of the Summer Reading Program. This Program encourages parents and children to read books appropriate for their level with the chance of winning a prize for the most books read. Funds from the grant will be used to purchase books, puppets, and science kits as prizes for winners.

The sense that the library has been incredibly busy during open hours was validated with recent circulation numbers. Before the pandemic, library users checked out on average 1,500 items during a regular day (open 10 hours). Currently, we have been seeing daily item checkouts around 1,000 items on a regular day in our limited hours (open 4 hours). Compared to before the pandemic, we also have three times the number of items on our holds shelves that patrons have ordered for pickup.

*-Pat Duke, Library Director*





## February 2021 Parks & Rec Report

### Director's Report:

2021 hasn't been much different from 2020 especially with that recent snow, ice and rain storm. I walked around the City, with my pup, and I couldn't believe all of the damage in various neighborhoods and how bad our beautiful City Parks were left due to the storm. Parks were temporarily closed due to safety issues, however, because of your amazing Park Crew some have already opened and most are very close to being cleaned up.

Congratulations to the winners of the Hunt for Cupid's Hearts Contest, Jaxson, Emerson and Eisley. We had many, many citizens participate and the event was extremely successful. Staff also provided materials for residents to make all different types of Valentine's Day cards for first responders. About 100 cards were delivered by staff to first responders. Our fantastic Community Center Staff conducted a drive-thru Valentine event where participants received craft activities and cookies. Even with inclement weather, the event was quite well attended.

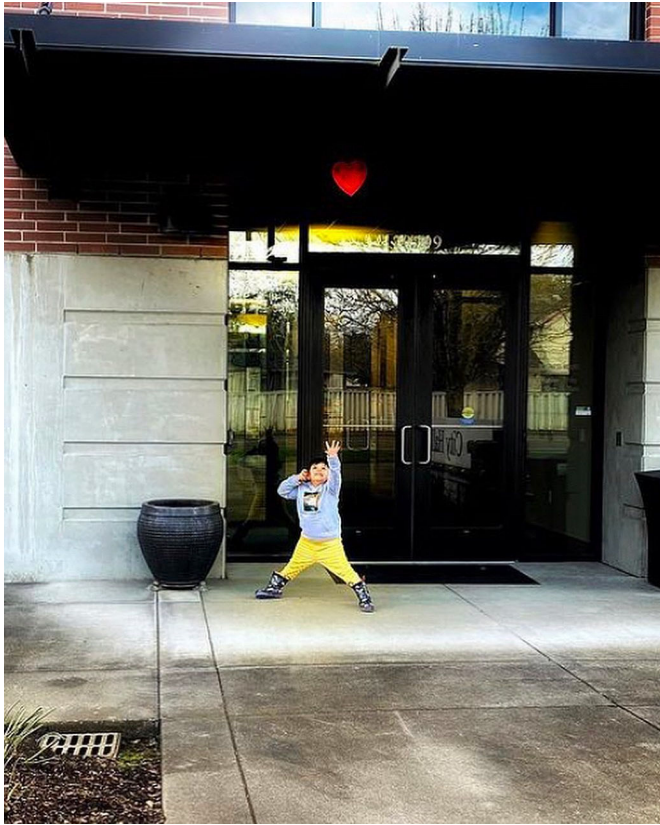
As I mentioned in last month's report, thanks to Linda and her family the Parks and Recreation Administration Office is home to approximately 2,000 homemade colorful Cranes hanging from our ceiling. The Cranes represent lives that have been lost due to the on-going Pandemic. Come by and see it in person 8-5 Monday-Friday.

Be on the watch for "Spring Fling" events.

As always stay safe and healthy from your Parks and Recreation Staff.

-Mike McCarty





## Recreation Updates:

### Valentine Activity Wrap-Up

February concluded many Valentine's Day activities for the Recreation team. Over 250 valentines for front-line workers were collected from community members and distributed to local businesses just before Valentine's Day. In the pictures above you'll see our winners of the Hunt for Cupid's Hearts scavenger hunt. These lucky kids won a valentine themed gift basket with games, books and other activities. The virtual crafting event, "love bugs" was a hit and has over 600 views on our Facebook page— we even had a few seniors participate.





# Spring Fling 2021

April 9 - April 24

[WilsonvilleParksandRec.com/SpringFling](http://WilsonvilleParksandRec.com/SpringFling)



## Upcoming Event Series– Spring Fling 2021

This new event series from Wilsonville Parks and Rec is all about environmental sustainability! Through a series of activities (both in person and virtual) participants will learn about the environment around them and small changes they can make in their every day lives to help protect it. Activities throughout Spring Fling will include worm composting classes, virtual crafts (learn to make a bee hotel), WERK Week volunteer projects, a used shoe drive, a self-paced educational nature walk, and much more!

**Vermicomposting 101- PRE REGISTRATION REQUIRED:** Vermicomposting 101 is designed to help participants decide what kind of worm bin works for them. This class will illustrate different types of worm bed layouts and how to maintain them for optimal use. We will be discussing what you can feed your worms and how often. For example, using banana peels and coffee grounds to create fertilizer. Vermicomposting is a great way to reduce waste while creating a natural fertilizer that can be used indoors and outdoors. Furthermore, attendees will receive a starter pack of red wiggler worms and a small worm bin to get them up and going.

**Where:** Stein Boozier Barn

**Session I:** Saturday, April 10, 10 am - 11:30 am

**Session II:** Saturday, April 10, 12 pm - 1:30 pm

**Virtual Craft- Learn to make a Bee Hotel:** Join Recreation Coordinator, Erica Behler for this Facebook Live crafting event. Bee hotels are a great way to attract pollinators to your backyard or vegetable garden. They attract solitary bees that live in nests; these bees are less likely to sting because they are not protecting a hive. A supplies list will be posted in mid March.

**Where:** Facebook live

**When:** Sunday, April 18, 10 am

Learn more by visiting the event website at [WilsonvilleParksandRec.com/SpringFling](http://WilsonvilleParksandRec.com/SpringFling)



## Community Center Updates:

- Community Center staff hosted a rescheduled Valentine's Day drive thru event. 30 local seniors stopped by to pick up festive crafts, brain engaging activities and some sweet treats.
- Personal Trainer, Brad Moore continues to expand virtual programming options. This month kicked off the start of a virtual Strength and Stamina class which has 17 individuals signed up for the twice per week fitness class. The class is being offered at no-charge for participants.



- AARP Tax Appointments opened on February 16. Center staff handled nearly 200 phone calls from community members wishing to book appointments and looking to find more information. All appointments for the tax season are currently full, as is the wait list.
- The field allocation process for local Sports Organizations is underway. Staff is currently finalizing spring and early summer field allocation to local groups and will then turn to out of area organizations wishing to use the Memorial Park Fields.



## Board Highlights

**Kitakata Sister City Advisory Board**— The Kitakata Sister City Advisory board met in February to learn more about the long standing relationship between the two cities and to discuss the current connection between the group and the school district.

**Korean War Memorial Foundation of Oregon** – The KWMFO Interpretive Center Committee met to review and discuss the 25% plans for the Interpretive Center. Comments were sent to Formations (designer) and an updated plan set is expected in the upcoming weeks.

**Parks and Rec Advisory Board** – The Parks and Rec Advisory board met in February to discuss goals and areas of interest that the board would like to pursue.



## Park Updates: Drop, Chip, Repeat

The Parks Maintenance team spent the majority of their time in February working with team members throughout the city to respond to the ice storm that hit over Valentine’s Day weekend. This was a collaborative effort throughout the city and this is just a snap shot of the work done and work that still remains.



















# City of Wilsonville Police

February 2021

In January 2021, we welcomed a second detective to the Wilsonville Police Department, Dan Smith. He's been with Clackamas County since 2007 and will share our detective case load with Corey Alexander.



**School Zones** are a thing again. Between February 11 and March 15, Wilsonville students, K-12, return to school. We'll be enforcing speed limits and paying attention to the cross walks.



*welcome*

In February, Sergeant Matthew Helmer joined us and Sergeant Brett Ethington returned to the County. Helmer worked in the City several years ago as a deputy. We're happy to have him back.



At 4:15 a.m. on February 18, officers with Wilsonville Police took Tanner Price of Mulino, Oregon, into custody. Deputy Joshua Chapman conducted a standard traffic stop with the assistance of Detective Corey Alexander. Tanner was charged with possession and distribution of cocaine and a controlled substance.

As of noon March 2, Tanner was still in custody at the Clackamas County Jail awaiting legal proceedings.



February brought a lot of change in the weather. None of us will forget the ice storm any time soon. Here are gratuitous shots from the road of what Mother Nature wielded our way in Wilsonville.



# WILSONVILLE MONTHLY ACTIVITY REPORT February 2021



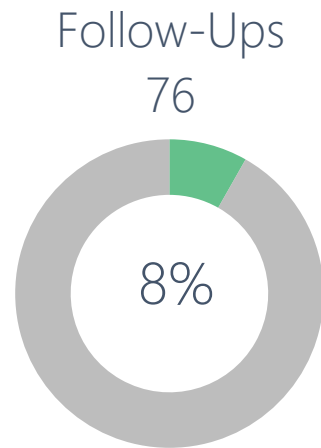
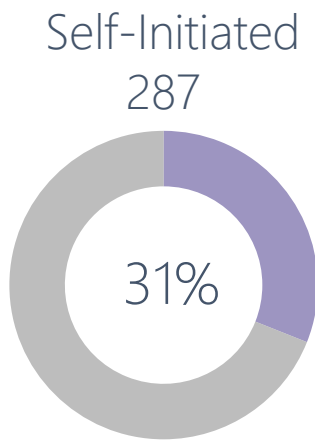
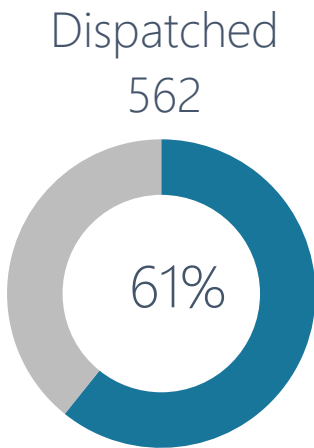
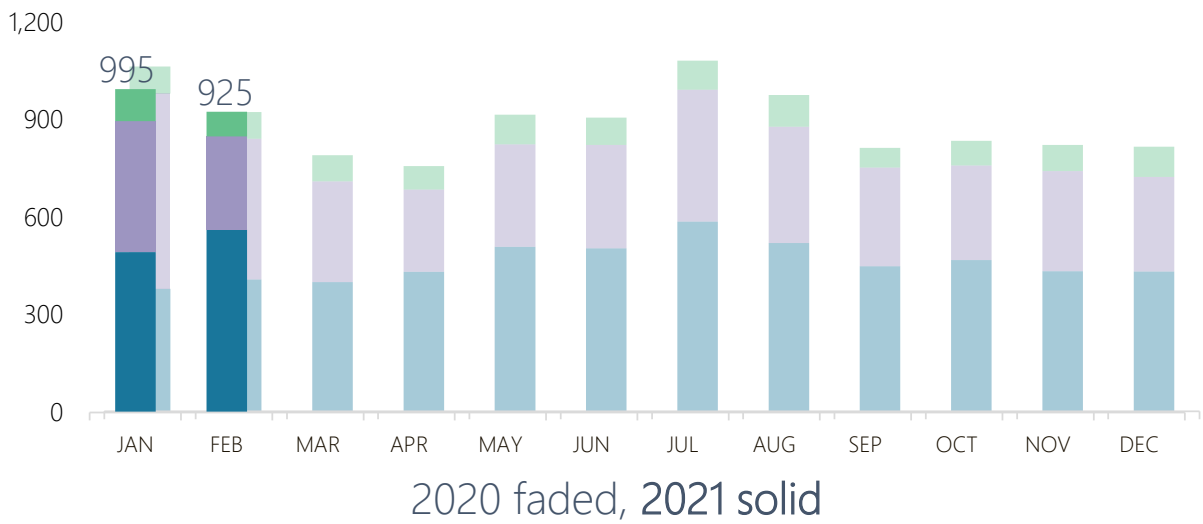
CITY OF WILSONVILLE POLICE DEPARTMENT  
30000 SW Town Center Loop  
Wilsonville, OR 97070

In Partnership with



**Clackamas County  
Sheriff's Office**





20.1

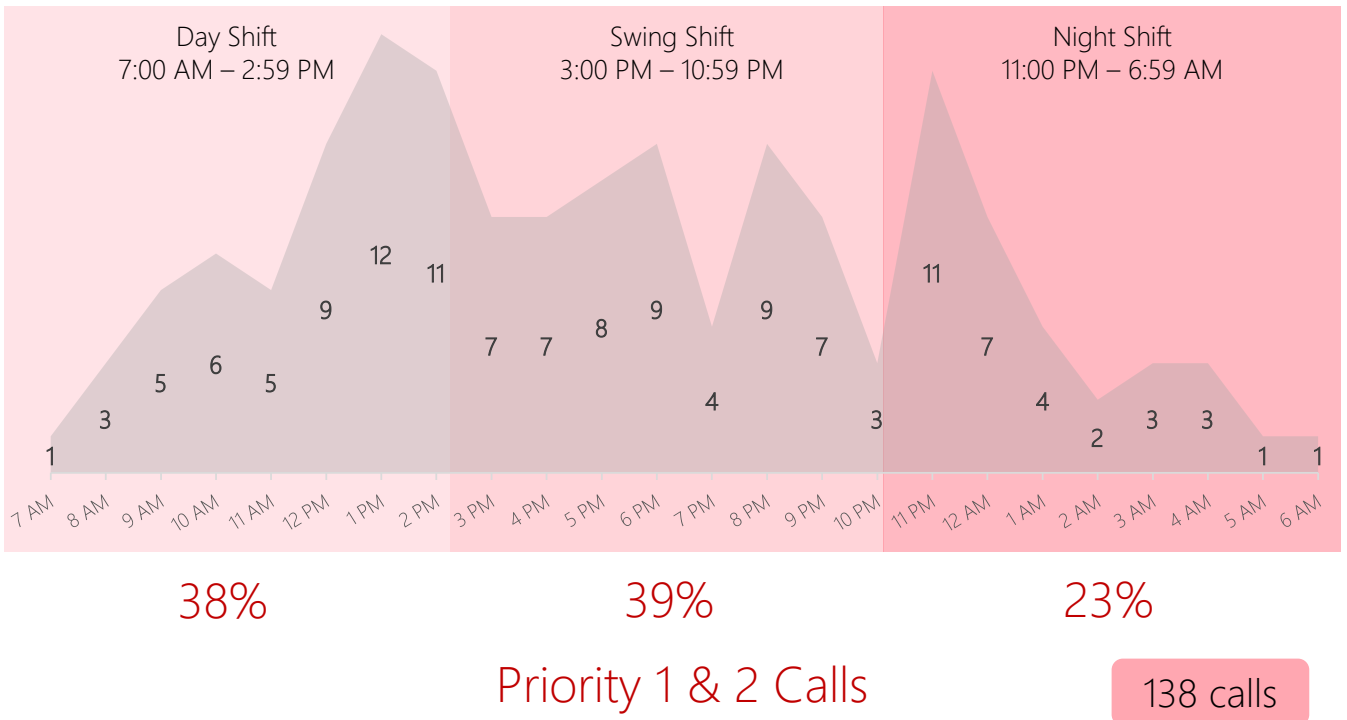
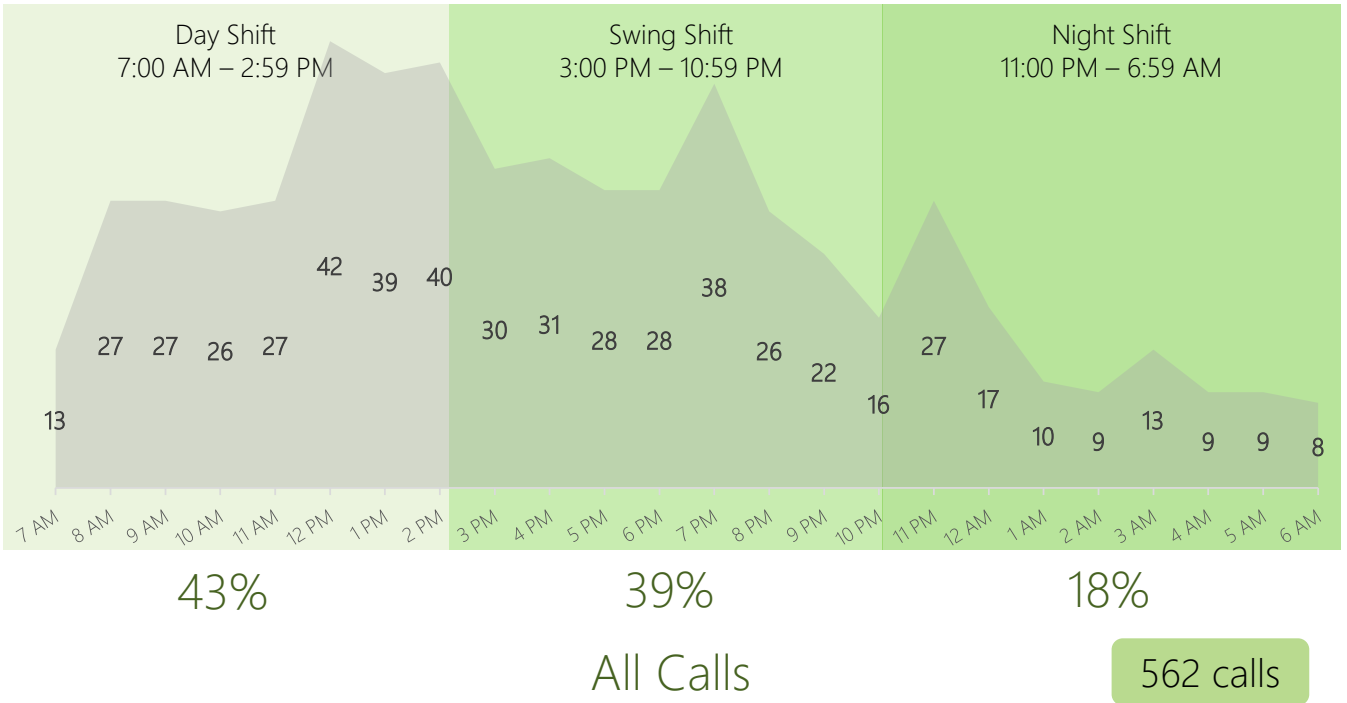
Daily Average Calls  
10.3

2.7

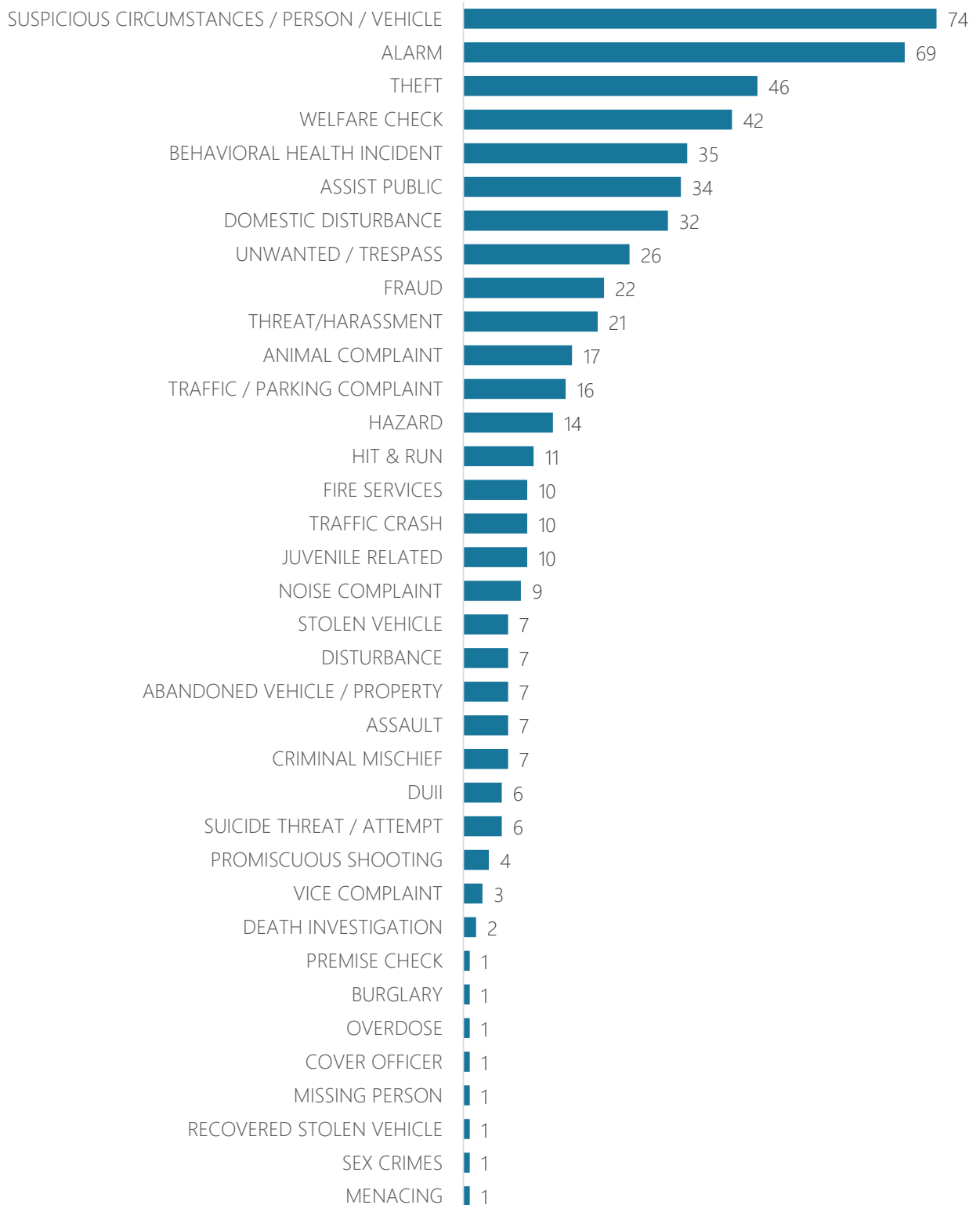
### Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:20	2:10
Response Duration (Dispatch to Arrival)	6:31	5:41

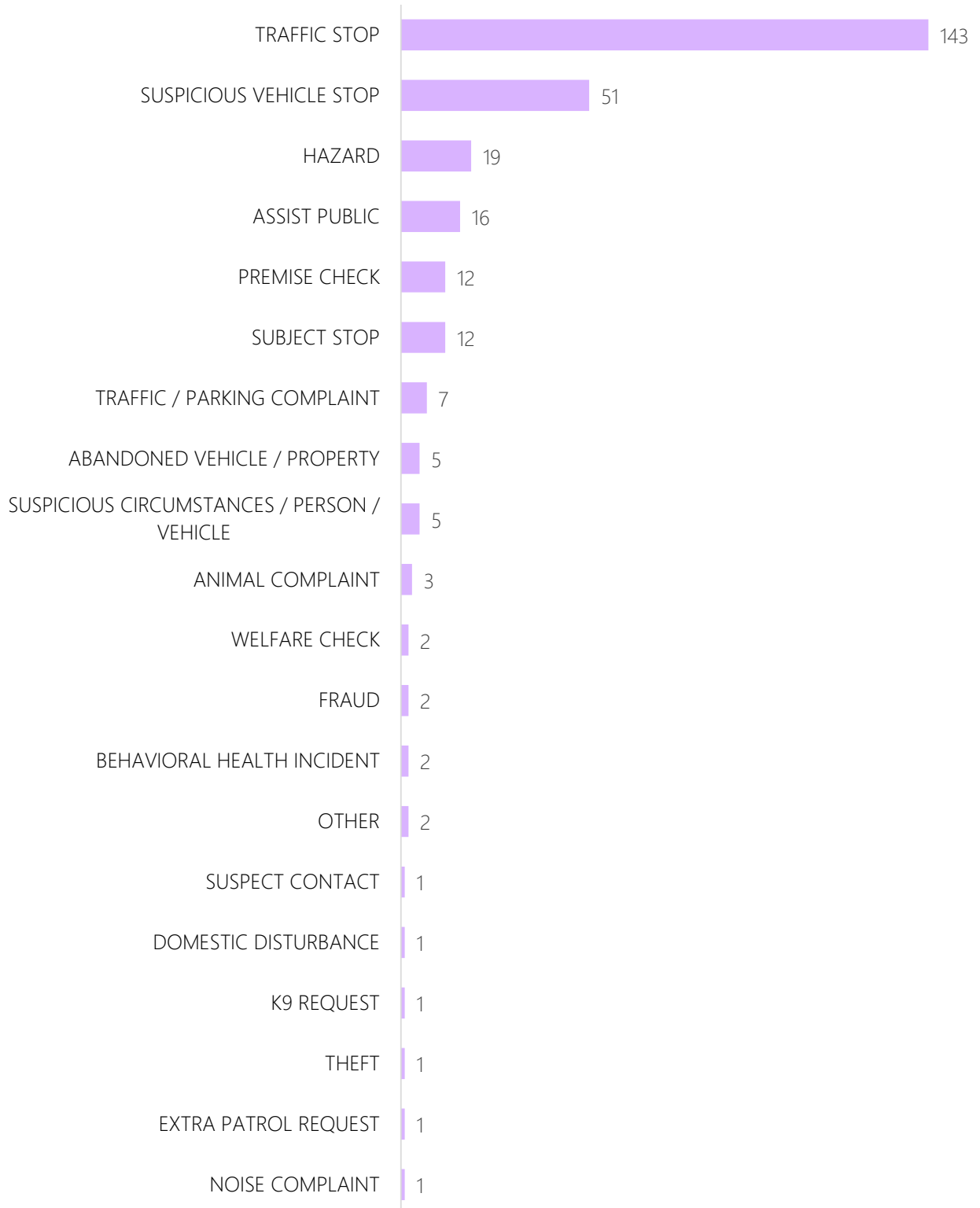
### Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



## Dispatched Call Types



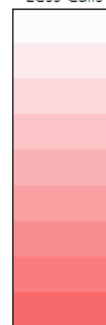
## Self-Initiated Call Types





Dispatched Call Types	2020												2021	Rolling Monthly Average
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
ABANDONED VEHICLE / PROPERTY	11	17	11	18	14	20	16	10	10	6	7	7	12.3	
ALARM (3rd)	52	40	0	47	53	49	48	55	60	38	48	69	46.6	
ANIMAL COMPLAINT	22	6	0	18	26	26	11	18	10	18	13	17	15.4	
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0.1	
ASSAULT	4	4	0	4	4	7	1	4	2	2	4	7	3.6	
ASSIST PUBLIC (4th)	36	28	9	43	62	35	39	44	30	28	31	34	34.9	
BEHAVIORAL HEALTH INCIDENT	18	8	0	16	25	11	24	20	27	26	16	35	18.8	
BURGLARY	7	1	0	5	3	10	3	10	3	8	3	1	4.5	
COVER OFFICER	0	0	1	1	4	4	0	0	1	1	0	1	1.1	
CRIMINAL MISCHIEF	5	10	16	21	13	22	18	12	14	16	7	7	13.4	
DEATH INVESTIGATION	1	0	3	4	2	4	1	1	4	3	3	2	2.3	
DISTURBANCE	8	11	7	6	13	11	8	8	6	7	7	7	8.3	
DOMESTIC DISTURBANCE	32	21	31	36	23	27	17	32	22	25	35	32	27.8	
DUII	3	3	5	1	4	7	2	5	12	6	4	6	4.8	
EXTRA PATROL REQUEST	0	1	0	0	0	5	3	1	3	0	1	0	1.2	
FIRE SERVICES	8	3	0	7	5	7	2	10	9	7	3	10	5.9	
FRAUD	16	22	19	19	31	29	18	10	18	25	16	22	20.4	
HAZARD	3	5	4	3	5	6	5	10	7	9	4	14	6.3	
HIT & RUN	10	13	12	9	15	17	9	11	3	12	19	11	11.8	
JUVENILE RELATED	23	17	15	24	22	14	12	16	13	18	10	10	16.2	
LITTERING	0	0	1	1	3	0	2	0	0	0	1	0	0.7	
MARINE PATROL	0	1	0	0	0	1	0	0	0	0	0	0	0.2	
MENACING	0	1	0	0	0	1	2	3	0	0	0	1	0.7	
MINOR IN POSSESSION	4	1	1	1	1	1	0	1	2	0	0	0	1.0	
MISSING PERSON	6	5	5	6	1	4	3	2	3	6	7	1	4.1	
NOISE COMPLAINT	17	16	20	21	16	15	13	12	7	3	15	9	13.7	
OTHER	1	5	2	2	4	0	0	0	0	2	0	0	1.3	
OVERDOSE	0	0	0	2	1	0	1	0	0	1	2	1	0.7	
PREMISE CHECK	0	4	1	0	0	0	0	0	0	0	0	1	0.5	
PROMISCUOUS SHOOTING	2	3	1	0	0	3	0	1	1	0	1	4	1.3	
PROWLER	2	0	1	1	1	0	0	2	0	0	0	0	0.6	
PURSUIT	0	1	0	0	0	0	0	0	0	0	0	0	0.1	
RECOVERED STOLEN VEHICLE	2	2	5	3	2	1	1	1	2	1	3	1	2.0	
ROBBERY	0	0	1	1	1	0	1	2	0	0	1	0	0.6	
SEX CRIMES	2	3	1	0	4	3	1	4	2	4	0	1	2.1	
SHOOTING	0	0	0	0	0	1	0	0	0	1	0	0	0.2	
STOLEN VEHICLE	9	9	17	8	11	10	11	6	7	7	8	7	9.2	
SUBJECT STOP	0	0	1	0	0	0	0	0	0	0	0	0	0.1	
SUICIDE THREAT / ATTEMPT	8	14	8	10	11	14	13	9	13	9	13	6	10.7	
SUSPECT CONTACT	0	3	4	3	1	0	1	1	2	0	0	0	1.3	
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	55	57	95	87	107	82	106	85	70	77	68	74	80.3	
THEFT (2nd)	36	75	66	51	64	48	57	49	39	47	46	46	52.0	
THREAT/HARASSMENT	20	29	22	33	23	21	20	18	23	20	16	21	22.2	
TRAFFIC / PARKING COMPLAINT	9	25	19	18	26	22	15	21	27	18	19	16	19.6	
TRAFFIC CRASH	11	6	8	13	15	14	8	12	15	17	9	10	11.5	
TRAFFIC STOP	0	0	0	0	1	0	0	0	0	0	0	0	0.1	
UNWANTED / TRESPASS	13	20	22	23	27	24	19	13	25	27	23	26	21.8	
VICE COMPLAINT	4	1	2	7	4	0	5	5	3	4	0	3	3.2	
VIOL. RESTRAINING ORDER	1	5	6	2	6	7	6	8	4	5	1	0	4.3	
WARRANT SERVICE	1	0	2	0	1	0	2	0	1	0	1	0	0.7	
WELFARE CHECK (5th)	24	28	40	40	58	50	20	37	27	22	28	42	34.7	
Grand Totals	486	524	484	615	713	633	545	569	527	526	493	562	556.4	

Less Calls

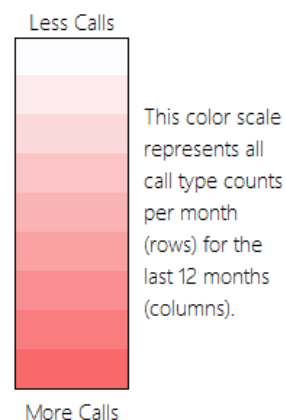


This color scale represents all call type counts per month (rows) for the last 12 months (columns).

More Calls

\*Top 5 dispatched call types in last 12 months in red

Self-Initiated Call Types	2020											2021		Rolling Monthly Average
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
ABANDONED VEHICLE / PROPERTY	5	7	1	1	4	5	7	5	9	6	2	5	4.8	
ALARM	0	0	0	0	0	0	0	1	0	0	2	0	0.3	
ANIMAL COMPLAINT	2	5	0	4	4	3	4	2	2	2	1	3	2.7	
ASSAULT	0	0	0	0	0	0	0	0	0	0	1	0	0.1	
ASSIST PUBLIC (4th)	16	22	8	26	19	33	28	21	24	22	21	16	21.3	
BEHAVIORAL HEALTH INCIDENT	0	0	0	0	0	0	0	1	1	0	0	2	0.3	
BURGLARY	0	0	0	0	0	0	0	0	0	0	1	0	0.1	
CRIMINAL MISCHIEF	0	0	1	0	1	1	4	0	1	0	0	0	0.7	
DEATH INVESTIGATION	0	0	0	0	0	0	0	1	0	0	0	0	0.1	
DISTURBANCE	0	0	0	0	0	0	0	1	0	1	0	0	0.2	
DOMESTIC DISTURBANCE	0	0	0	0	0	0	0	0	0	1	1	1	0.3	
DUIII	1	0	0	0	0	1	0	0	0	0	0	0	0.2	
EXTRA PATROL REQUEST (5th)	0	3	4	2	3	3	0	0	7	0	1	1	2.0	
FIRE SERVICES	0	1	0	0	0	0	0	0	1	0	1	0	0.3	
FRAUD	1	0	0	2	2	3	3	1	0	0	2	2	1.3	
HAZARD	3	1	0	1	3	3	4	1	5	2	4	19	3.8	
HIT & RUN	2	1	0	0	0	0	1	0	0	0	0	0	0.3	
JUVENILE RELATED	2	0	0	0	0	1	4	0	0	0	1	0	0.7	
K9 REQUEST	1	0	1	0	1	1	0	0	0	0	2	1	0.6	
MISSING PERSON	0	0	0	0	0	0	1	1	0	0	0	0	0.2	
NOISE COMPLAINT	0	0	0	0	1	0	0	0	0	0	0	1	0.2	
OTHER	4	5	2	5	1	2	8	2	6	2	4	2	3.6	
PREMISE CHECK (3rd)	83	88	55	99	98	38	34	26	33	51	47	12	55.3	
PURSUIT	0	1	0	0	0	1	0	0	0	0	1	0	0.3	
RECOVERED STOLEN VEHICLE	1	4	2	0	1	0	1	0	1	3	1	0	1.2	
SEX CRIMES	3	0	0	1	0	1	0	0	0	1	0	0	0.5	
STOLEN VEHICLE	0	0	1	1	0	0	1	0	0	1	0	0	0.3	
SUBJECT STOP (5th)	12	19	22	34	28	29	22	22	7	14	20	12	20.1	
SUICIDE THREAT / ATTEMPT	0	0	1	0	0	0	0	0	1	0	0	0	0.2	
SUSPECT CONTACT	5	5	1	3	4	4	1	0	3	0	3	1	2.5	
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	5	18	21	10	19	13	8	6	6	4	7	5	10.2	
SUSPICIOUS VEHICLE STOP (2nd)	52	60	51	58	103	78	75	94	96	83	84	51	73.8	
THEFT	1	2	2	3	2	1	2	1	0	1	1	1	1.4	
THREAT/HARASSMENT	2	1	0	0	0	0	0	1	0	1	0	0	0.4	
TRAFFIC / PARKING COMPLAINT	10	8	11	9	10	15	16	10	11	6	10	7	10.3	
TRAFFIC CRASH	1	1	1	1	2	0	1	1	2	2	0	0	1.0	
TRAFFIC STOP (1st)	161	53	183	122	188	199	146	154	155	152	184	143	153.3	
UNWANTED / TRESPASS	0	2	1	1	0	0	0	0	1	0	0	0	0.4	
VICE COMPLAINT	0	1	0	0	0	1	0	0	0	0	0	0	0.2	
VIOL. RESTRAINING ORDER	0	0	0	0	0	0	0	1	0	0	0	0	0.1	
WARRANT SERVICE	3	1	0	3	1	1	0	1	1	0	0	0	0.9	
WELFARE CHECK	2	0	1	3	1	0	0	1	3	0	1	2	1.2	
<b>Grand Totals</b>	<b>378</b>	<b>309</b>	<b>370</b>	<b>389</b>	<b>496</b>	<b>437</b>	<b>371</b>	<b>355</b>	<b>376</b>	<b>355</b>	<b>403</b>	<b>287</b>	<b>377.2</b>	



\*Top 5 dispatched call types in last 12 months in red

## Dispatched Call Types

Dispatched Call Type	February			
	2020	# Diff.	% Diff.	2021
ANIMAL COMPLAINT	7	10	143%	17
HAZARD	7	7	100%	14
DOMESTIC DISTURBANCE	19	13	68%	32
WELFARE CHECK	26	16	62%	42
UNWANTED / TRESPASS	17	9	53%	26
BEHAVIORAL HEALTH INCIDENT	24	11	46%	35
TRAFFIC / PARKING COMPLAINT	11	5	45%	16
ALARM	48	21	44%	69
FIRE SERVICES	7	3	43%	10
ASSAULT	5	2	40%	7
FRAUD	19	3	16%	22
THEFT	40	6	15%	46
THREAT/HARASSMENT	19	2	11%	21
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	69	5	7%	74
ASSIST PUBLIC	32	2	6%	34
COVER OFFICER	1	0	No change	1
CRIMINAL MISCHIEF	7	0	No change	7
DISTURBANCE	7	0	No change	7
HIT & RUN	11	0	No change	11
NOISE COMPLAINT	9	0	No change	9
PREMISE CHECK	1	0	No change	1
RECOVERED STOLEN VEHICLE	1	0	No change	1
STOLEN VEHICLE	8	-1	-13%	7
TRAFFIC CRASH	13	-3	-23%	10
ABANDONED VEHICLE / PROPERTY	10	-3	-30%	7
DUII	10	-4	-40%	6
JUVENILE RELATED	17	-7	-41%	10
DEATH INVESTIGATION	4	-2	-50%	2
VICE COMPLAINT	7	-4	-57%	3
SUICIDE THREAT / ATTEMPT	16	-10	-63%	6
MISSING PERSON	5	-4	-80%	1
BURGLARY	7	-6	-86%	1
EXTRA PATROL REQUEST	1	-1	-100%	0
LITTERING	3	-3	-100%	0
MARINE PATROL	1	-1	-100%	0
MINOR IN POSSESSION	2	-2	-100%	0
OTHER	2	-2	-100%	0
PROWLER	1	-1	-100%	0
VIOL. RESTRAINING ORDER	1	-1	-100%	0
WARRANT SERVICE	1	-1	-100%	0
MENACING	0	1	NC	1
OVERDOSE	0	1	NC	1
PROMISCUOUS SHOOTING	0	4	NC	4
SEX CRIMES	0	1	NC	1
<b>Grand Total</b>	<b>496</b>	<b>66</b>	<b>13%</b>	<b>562</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	February			
	2020	# Diff.	% Diff.	2021
ANIMAL COMPLAINT	2	1	50%	3
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	4	1	25%	5
FRAUD	2	0	No change	2
WELFARE CHECK	2	0	No change	2
ASSIST PUBLIC	17	-1	-6%	16
SUSPICIOUS VEHICLE STOP	62	-11	-18%	51
SUBJECT STOP	19	-7	-37%	12
ABANDONED VEHICLE / PROPERTY	8	-3	-38%	5
THEFT	2	-1	-50%	1
TRAFFIC STOP	308	-165	-54%	143
TRAFFIC / PARKING COMPLAINT	17	-10	-59%	7
SUSPECT CONTACT	4	-3	-75%	1
PREMISE CHECK	57	-45	-79%	12
EXTRA PATROL REQUEST	9	-8	-89%	1
CRIMINAL MISCHIEF	2	-2	-100%	0
DISTURBANCE	1	-1	-100%	0
HIT & RUN	1	-1	-100%	0
JUVENILE RELATED	1	-1	-100%	0
MINOR IN POSSESSION	2	-2	-100%	0
PURSUIT	1	-1	-100%	0
RECOVERED STOLEN VEHICLE	1	-1	-100%	0
TRAFFIC CRASH	3	-3	-100%	0
UNWANTED / TRESPASS	1	-1	-100%	0
WARRANT SERVICE	2	-2	-100%	0
BEHAVIORAL HEALTH INCIDENT	0	2	NC	2
DOMESTIC DISTURBANCE	0	1	NC	1
HAZARD	0	19	NC	19
K9 REQUEST	0	1	NC	1
NOISE COMPLAINT	0	1	NC	1
OTHER	0	2	NC	2
<b>Grand Total</b>	<b>528</b>	<b>-241</b>	<b>-46%</b>	<b>287</b>

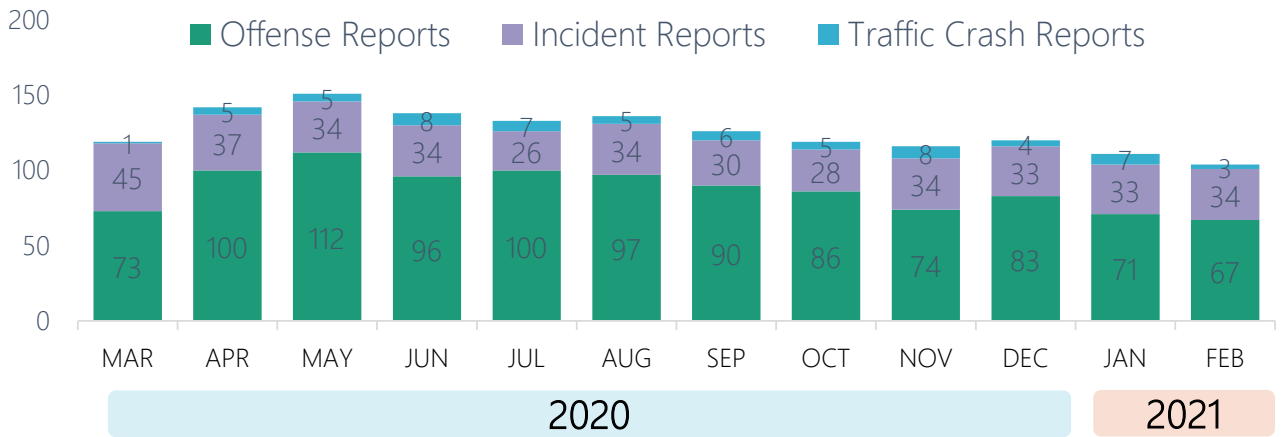
Increase

Decrease

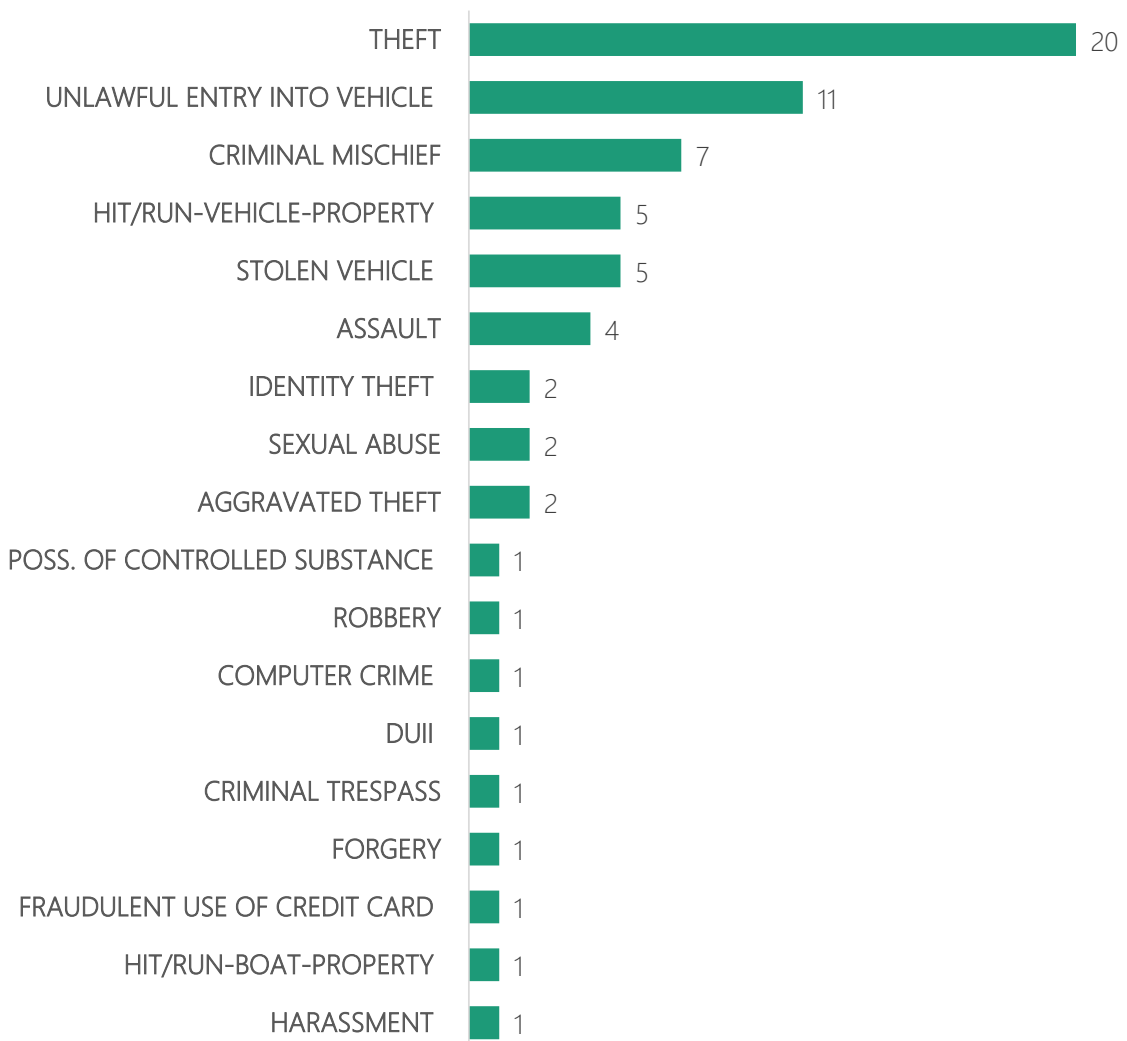
NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.



### Monthly Reports Written

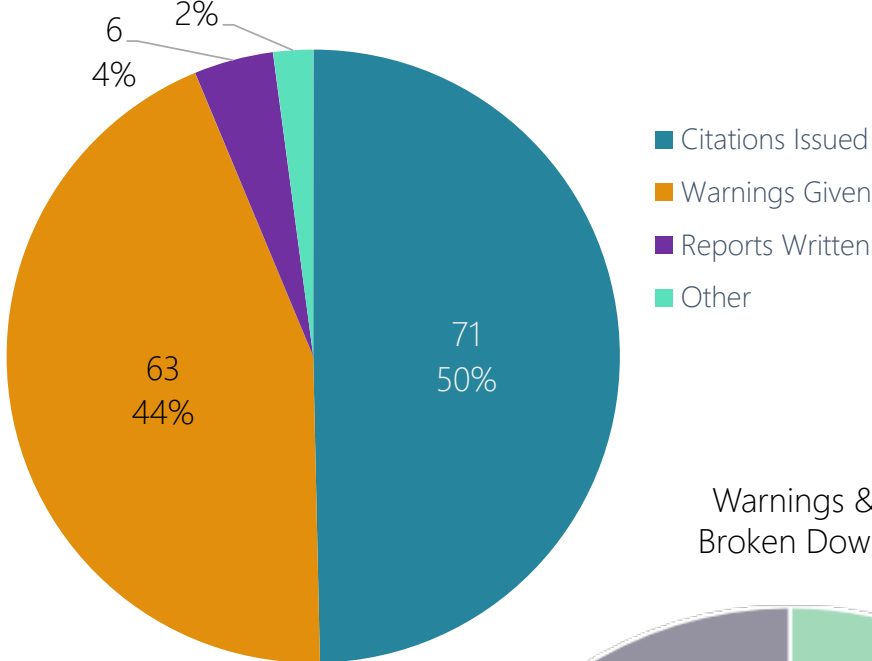


### Offense Reports Written Breakdown by Top Charge



In February 2021, **143** traffic stops were made within the city limits, resulting in **71** citations issued, **63** warnings given, and **6** offense/incident reports created. Of the **71** citations issued, **83** violations were included (see next slide).

3 Traffic Stop Dispositions Types

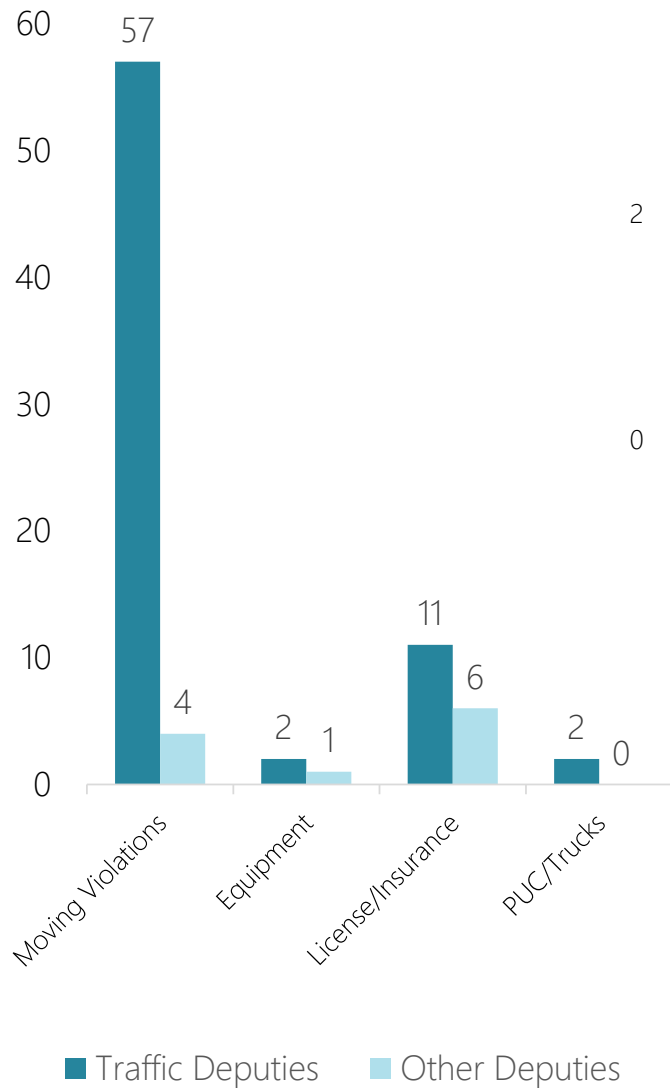


Warnings & Citations Issued Broken Down by Deputy Type

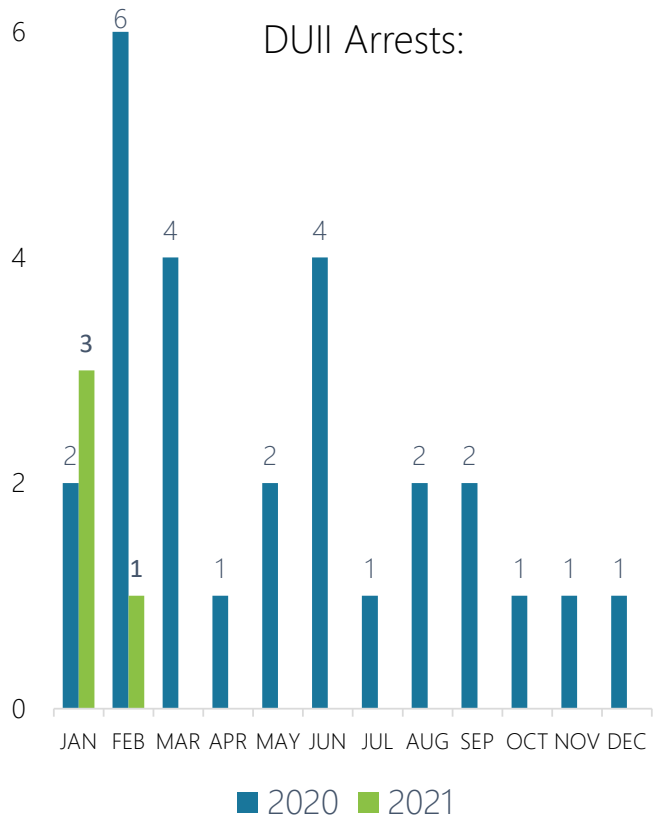


Citation Types Issued:

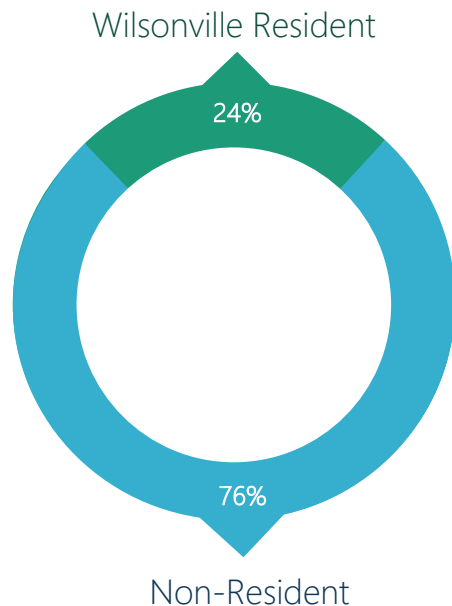
Of the 71 citations issued, 83 violations were included in the following types:



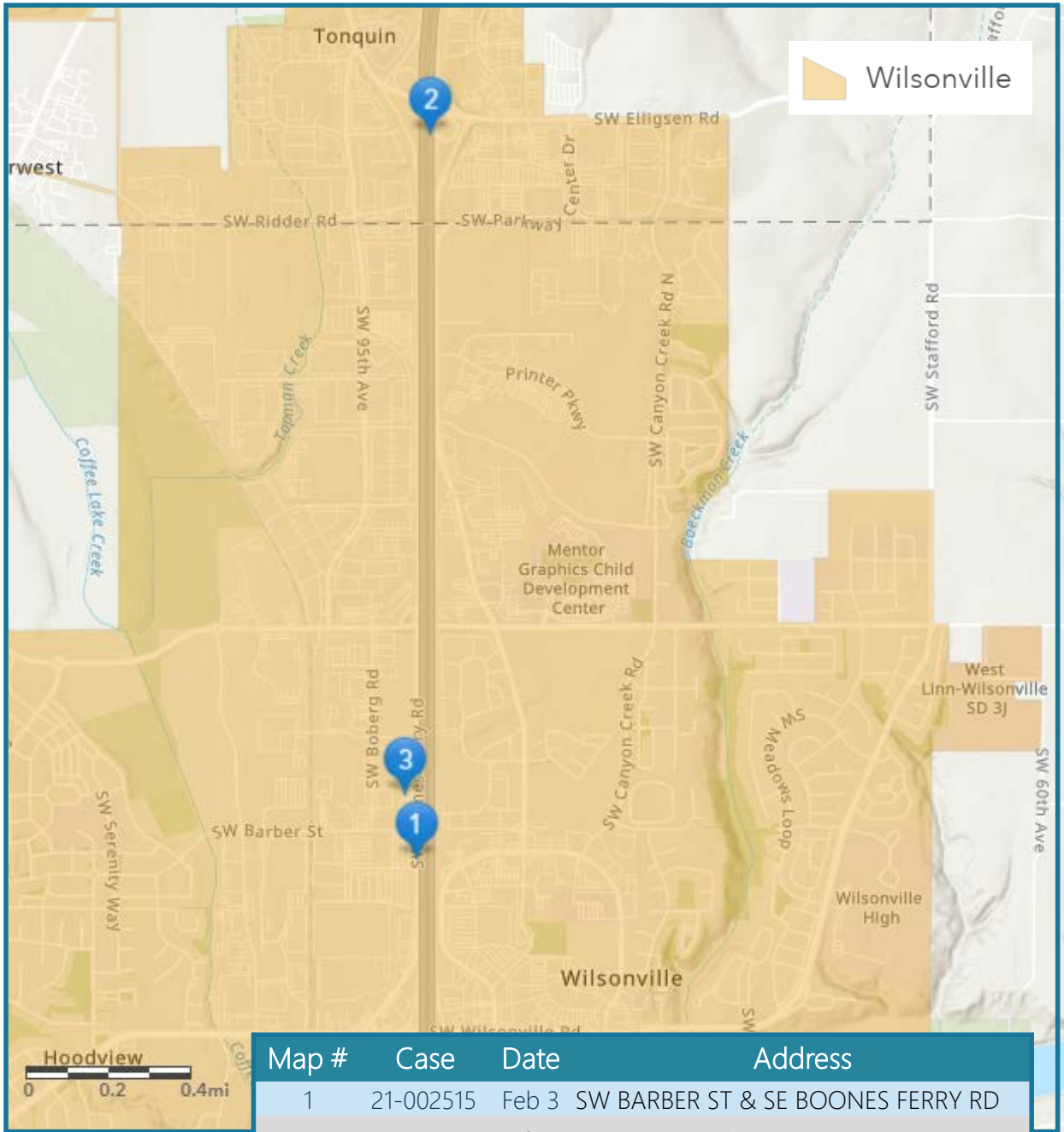
DUII Arrests:



Driver's Residency of Traffic Stop Subject (according to DL):



# Map of Traffic Crash Reports



Map #	Case	Date	Address
1	21-002515	Feb 3	SW BARBER ST & SE BOONES FERRY RD
2	21-002540	Feb 3	I-5 & SW ELLIGSEN RD
3	21-003006	Feb 9	28655 SW BOONES FERRY RD





# FEBRUARY 2021 MONTHLY REPORT

## From The Director's Office:



Snow, power outages, fallen trees, and ice everywhere—the Presidents' Day weekend storm of 2021 will be a memorable event.

As soon as Public Works staff heard about the pending winter storm starting Thursday, February 12, we implemented our [Snow and Ice Response Plan](#). Staff took action to spread deicers on the roads, attach the snow plow blade to the truck and prepare the sanding machine for use. We created three work teams and put them on a rotation to provide 24 hours a day snow clearing and sanding services during the storm.

By Saturday afternoon the weather forecast showed the storm subsiding the next day and conditions improving enough to allow staff to safely begin debris removal in the public right-of-way. A call was made to all the Public Works and Parks Maintenance staff informing them we needed 'all hands on deck' on Sunday to begin storm clean up. As first responders, they all reported to work to begin the arduous debris removal process.

On Monday the ice was gone and the clean up process was in full operation. The focus was to remove hazardous trees, limbs and debris from the City's arterial and collector streets. Three teams comprised of six to seven Parks and Public Works employees were dispatched around town with chainsaws, chipping equipment and debris hauling vehicles. Between February 12 and 22, it required 1,567 labor hours to complete the removal along 81.6 lane miles of roadway.

Starting the last week of February the work team shifted their focus to clearing of the smaller walk-up parks around the City and will start clean up of Murase/Memorial Park the beginning of March.

My heartfelt gratitude goes out to the dedicated Public Works and Parks Maintenance staff who worked long, tough days to provide safe travel routes for our citizens.



Best Regards,  
Delora Kerber,  
Public Works Director

## Community Debris Drop Off Site

Concurrent to the debris removal work being done in the right-of-way by Public Works and Park Maintenance Staff, the City offered Wilsonville residents and business operators a no charge debris drop off site at the WES Transit Center parking lot. The site was open 8 am to 5 pm between February 17 and 28.

We collected over 24,000 cubic yards of loose trees, limbs and woody debris then using a super-sized tub grinder the debris was reduced to approximately half the amount of wood chips equivalent to the area of a football field piled 7 feet high with mulch.



*Before—Full debris drop off site looking to the north*



*After —Chips remaining at the debris site looking to the west*



### Community Debris Drop Off Site

To ensure a smooth and safe operation, the site was staffed by Public Works and Parks personnel as well as other city employees to assist with traffic control through the area. The City is now making disposal arrangements.



*Courtney Burdick directs traffic*



*Citizens unloading debris*



*Super-sized tub grinder making wood chips*

*Loader moving material on the debris drop off site*





## Roads

### Debris Management

Public Works and Park Maintenance Staff joined forces to complete trimming hazardous limbs and removing tree debris from more than 80 lane miles of Wilsonville's arterial and collector roadways. The severe winter storm earlier this month damaged thousands of trees. As part of the Debris Management Plan, Public Works focused on the immediate clean-up of public hazards along major routes in the City.



*Fallen tree in roadway*



*Tree trunks piled for chipping*



*A victim of the winter weather event*



## Stormwater

### Answering the Call

The Stormwater crew jumped in to help with clearing streets of hazardous debris.



*Clearing debris*

In addition to removing debris from public right-of-way, stormwater staff assisted the Wastewater department. Due to a power outage at a lift station, staff had to transfer sewage to a different basin, using a bypass pump.



*Jay Herber assisting at the lift station*



*Navigating winter road conditions*



## Facilities

### Chipping Away at the Storm Debris



*Operating the wood chipper*

The Facilities team joined the efforts to clear hazards from public right-of-ways and City property, assisting with flagging traffic and operating chainsaws.



*Facilities crew flagging traffic and cutting up limbs*



## Utilities—Wastewater

### Sink Hole Repair Assistance

The Wastewater crew spent the majority of the month assisting the Stormwater department with a repair project and contributing to the cleanup efforts after the ice storm. The repair project was for a collapsed 24" pipe that created a sinkhole in a resident's backyard. The crew helped with cleaning out the pipe using the combination cleaning truck and assisting with flagging while a contractor replaced the section of pipe.



*Miley Road Pipe Repair Project*



*Refueling the portable pump*

### Lift Station Relief

The ice storm did not have any effect on the collections system piping but power was lost at two of the City lift stations that are maintained by Jacobs. The combination cleaning truck once again helped save the day by assisting with hauling loads of sewage from the pump station that was without power to a different collections basin until a temporary pump with a generator could be brought in to service the lift station.

## Utilities—Water

### Confirming Generator Operations

The Water crew also spent a majority of the month contributing to the cleanup efforts after the ice storm. They helped with operating equipment to move large piles of debris and worked with teams hauling branches and feeding them into chippers. When the ice storm first hit, they assessed all critical sites. The crew checked for damage and confirmed that all of the generators were running where power had been lost and ensured that all of the pumps were still operating properly.



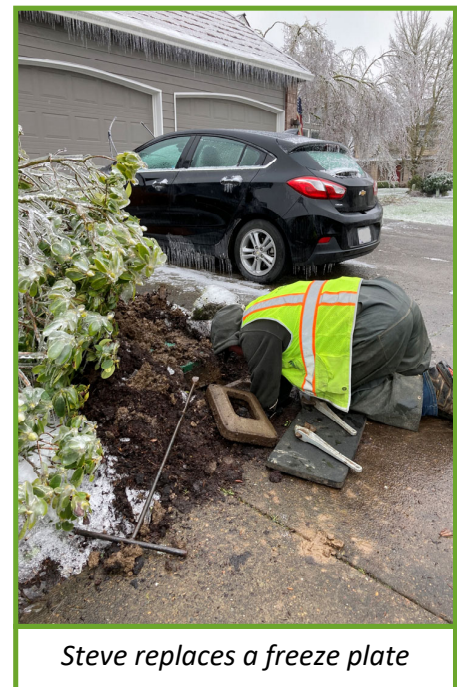
*Checking pump settings*



*Chipping wood debris*

### Freeze Plate Replacement

During cold weather events, one of the most common repairs that the crew has to tackle is replacing freeze plates on water meters. When water inside a meter freezes, it expands and exerts pressure on the top and bottom of a meter base. In order to relieve this pressure there is a plate on the bottom of the meter called a 'freeze plate' or 'frost plate' that cracks because it is manufactured to fail at a lower pressure than the meter base casting. Fortunately, the crew only had a few freeze plates to replace and made sure to promptly take care of the repairs in order to restore water to the customers.



*Steve replaces a freeze plate*



# SMART

SOUTH METRO AREA REGIONAL TRANSIT

February 2020 Report

The month of February is probably best known for being the shortest month of the year. It is the month when Black History is celebrated and explored. Ground Hog Day occurs in February. The best of our gridiron warriors play the Super Bowl on the first Sunday in February, and of course, Saint Valentine of Rome makes an annual appearance and paints the sky crimson red for all those in pursuit of the elusive true love.

With all we know about February, what do we actually know of its origin?

February and its first cousin, January both arrived on the scene at approximately the same time, around 700 B.C.

February derives its name from the Latin februo, which defined means "*purification rites.*"

Numa Pompilius, second king of Rome, first introduced the month of February and placed it at the end of the year, where it remained for some nearly 200 years. The Romans believed that odd numbers were lucky and when February made the number of months even, it was perceived to be an unlucky month. The Romans quickly shortened February so that the bad luck it brought would not last as long. Julius Caesar later added a few days to it, making it the 28-day month we have come to know.

Using February as our springboard, let us all commit to spreading love throughout the year.

**Dwight Brashear**  
Transit Director





## Fleet Services– Scott Simonton Fleet Services Manager

### Fleet Assists with Ice Storm Response

While Public Works crews battled fallen trees, and Transit drivers drove routes in slick conditions, Fleet mechanics were busy providing behind the scenes support of those endeavors.

As the storm approached, sanders and plows were inspected and prepared for deployment. Tire chains were installed on transit buses and Public Works trucks.



*Fleet install chains on buses*

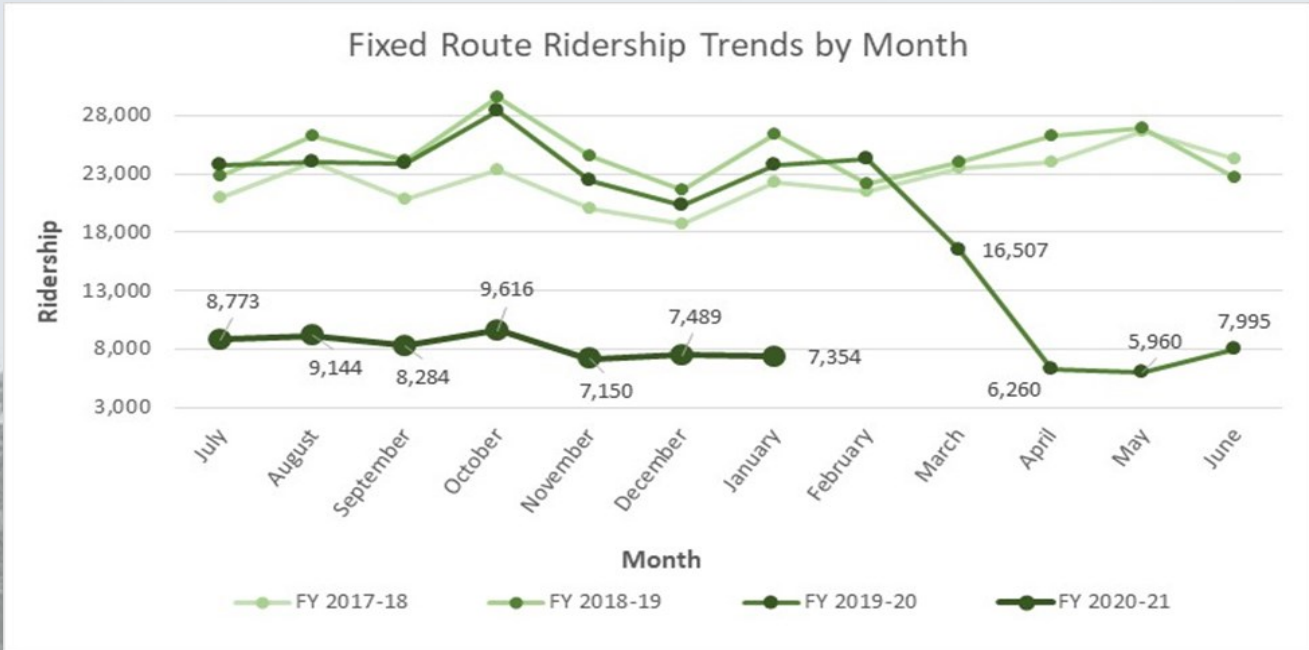
## Operations - Eric Loomis Operations Manager

### Employee Training

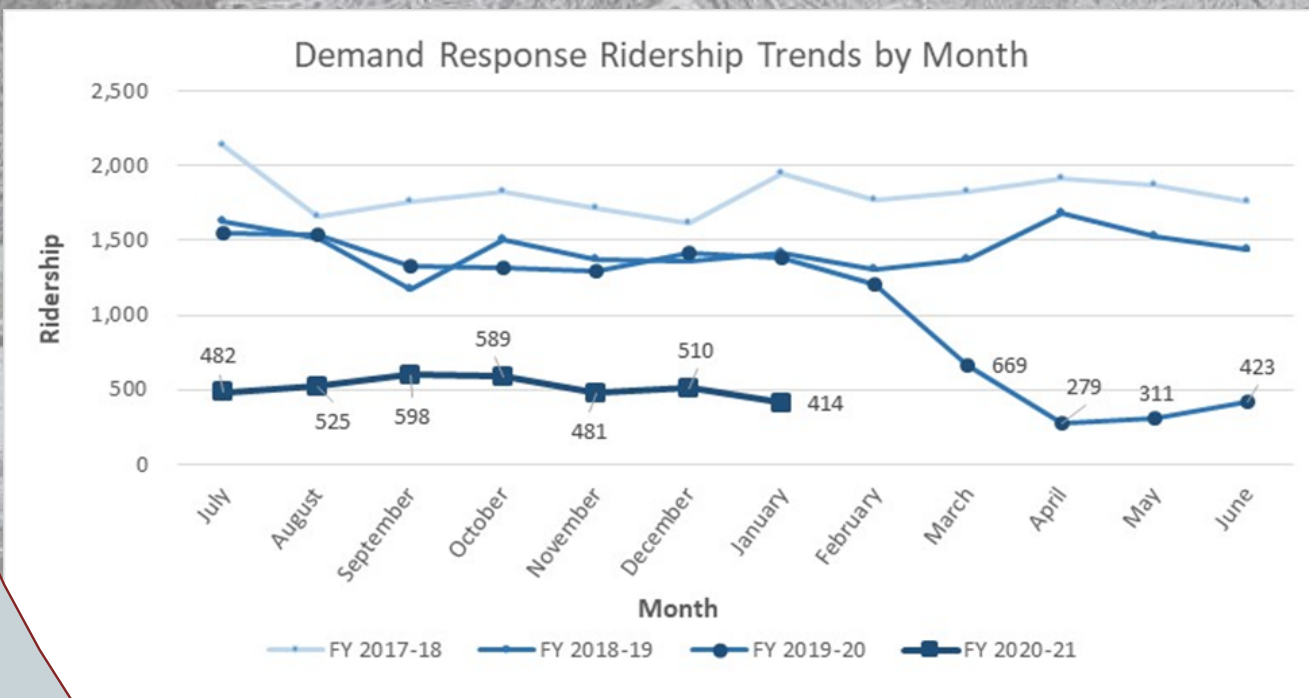
Needless to say, training employees has been difficult in the traditional sense. In the past, SMART would hold large group gatherings to learn new procedures and exercise industry best practices. During the pandemic, we transitioned to smaller group trainings and held these trainings either in the shop or outside.

We have also relied on resources such as the National Transit Institute, who provides online courses for drivers, dispatcher, supervisors, and managers. One course that is coming up for employees is called “Assault Awareness and Prevention for Transit Operators.” It is a great tool to help our front line employees when responding to many situations. It also helps supervisors be prepared and have a thought-out strategy before an event occurs. With access to continued training and education, we want to make sure our employees are fully equipped with the knowledge and tools to continue providing exemplary service, while keeping our customers and themselves safe.

Operations - Eric Loomis Operations Manager



Ridership remains stable with current trends as we continue to navigate through the pandemic. As Clackamas County and the state begin to open certain businesses, SMART anticipates a slight uptick in ridership over the coming months.



**Transportation Options - Michelle Marston**  
Program Coordinator

It is with much excitement that SMART is ready to unveil the latest edition of our Bike/Walk map. This map also includes a full SMART bus system map.

Wilsonville is an ever-expanding community with many areas under development. We have made every effort to provide a high quality accurate map at the time of creation. The content created was with the latest GIS information we had last fall, and now it has been put into print.

Maps will be available at the Library, Community Center, Parks & Rec building, SMART admin building and, of course, on our website and aboard the SMART buses throughout the system beginning in March.

