



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, August 2, 2011**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon**

**5:45pm Council Executive Session**  
(Pursuant to ORS 192.660 (2)(e) Real Property Transactions)

**6:00pm City Council Work Session**

**7:00pm Regular City Council Meeting**

**URA Board of Directors Work Session**  
(Following the Council Meeting)



**CITY COUNCIL EXECUTIVE SESSION 5:45PM**

**CITY COUNCIL WORK SESSION 6:00PM**

**REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT:
  - A. Approval of July 12, 2011 City Council Minutes
  - B. Approval of July 19, 2011 City Council Minutes
  - C. Approval of July 26, 2011 City Council Minutes
  - D. Resolution 2011-064 a Resolution authorizing the City Manager to enter into an amended Intergovernmental Agreement (IGA) with the Washington County Watershed Technical Committee for the Regional Solid Waste Management Plan
5. PRESENTATIONS
  - A. Eagle Scout Recognition
6. CITIZEN COMMENTS
7. NEW BUSINESS
  - A. Resolution 2011-065 to recognize the partnership between the City of Sherwood and Raindrops to Refuge (Jim Patterson, City Manager)
  - B. Resolution 2011-066 authorizing a temporary Utility Easement for AT&T Mobility (Brad Crawford, IT Manager)
  - C. Resolution 2011-067 approving a Ballot Title for an Election on the Annexation of the Brookman Area (Chris Crean, City Attorney)

**AGENDA**

**SHERWOOD CITY COUNCIL  
August 2, 2011**

**5:45 Council Exec. Session  
(ORS 192.660(2)(e), Real Property)**

**6:00pm Council Work Session**

**7:00pm Regular City Council Meeting**

**URA Board Work Session  
(following the Council Meeting)**

**Sherwood City Hall  
22560 Pine Street  
Sherwood, OR 97140**

**D. Resolution 2011-068 Transferring Budget Expenditure Appropriations between categories for Budget Year 2011-12** (Craig Gibons, Finance Director)

**E. Resolution 2011-069 Authorizing an increase in the Municipal Judge's Compensation** (Craig Gibons, Finance Director)

**F. Resolution 2011-063 referring to the Voters of Sherwood a Proposed Revision of the City Charter** (Chris Crean, City Attorney)

## **8. CITY MANAGER REPORT**

## **9. COUNCIL ANNOUNCEMENTS**

## **10. ADJOURN TO URA BOARD WORK SESSION**

### **How to Find Out What's on the Council Schedule:**

City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library.

### **To Schedule a Presentation before Council:**

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: [citycouncil@sherwoodoregon.gov](mailto:citycouncil@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**July 12, 2011**

**EXECUTIVE SESSION**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:15pm
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors David Luman, Linda Henderson and Robyn Folsom. Councilors Matt Langer and Bill Butterfield were absent. Councilor Elect Krisanna Clark was invited to attend.

Councilor Folsom left the meeting at 6:55pm.

3. **STAFF AND LEGAL COUNSEL PRESENT:** Community Development Director Tom Pessemier, Finance Director Craig Gibons and City Recorder Sylvia Murphy. City Attorney Paul Elsner.
4. **TOPIC DISCUSSED:** Real Property Transactions, pursuant to ORS 192.660(2)(e).
5. **ADJOURNED:** Mayor Mays adjourned the Executive Session at 7:02pm.

Submitted by:

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Sylvia Murphy, CMC, City Recorder

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Keith S. Mays, Mayor



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**July 19, 2011**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Keith Mays called the meeting to order at 6:30 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Linda Henderson, Bill Butterfield, Matt Langer and Councilor-Elect Krisanna Clark. Councilors David Luman and Robyn Folsom were not present.
3. **STAFF PRESENT:** City Manager Jim Patterson, Finance Director Craig Gibons, Police Chief Jeff Groth, Community Services Director Kristen Switzer, Human Resources Manager Anna Lee, Municipal Court Administrator Lisa Layne, Accounting Supervisor Julie Blums, Economic Development Manager Tom Nelson, Police Officer Rich Rayniak, Finance Tech Brenda Graves, Finance Tech Melissa York and City Recorder Sylvia Murphy.
4. **OTHERS PRESENT:** Judge Jack Morris and TVF&R Division Chief Jim Davis.
5. **TOPICS DISCUSSED:**
  - A. **Photo Red Light Program:** Police Chief Groth explained the Photo Red Light Program with a Power Point Presentation, (see record, Exhibit A).

Judge Morris provided comments about the Municipal Court and explained the authority of the Municipal Court in Sherwood and how growth in Sherwood has changed the timing to process violations.
  - B. **Municipal Court Annual Report:** Finance Director Craig Gibons gave a Power Point Presentation on the change in activity in the Municipal Court (see record, Exhibit B).
6. **ADJOURN:** Mayor Mays adjourned the Work Session at 7:10 pm and convened to the regular Council Session.

**REGULAR COUNCIL MEETING**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:15 pm.
2. **PLEDGE OF ALLEGIANCE AND ROLL CALL:**

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3. **COUNCIL PRESENT:** Mayor Mays, Council President Dave Grant, Councilors Linda Henderson, Robyn Folsom, Bill Butterfield, Matt Langer, and Councilor-Elect Krisanna Clark. Councilor David Luman was not present.
4. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Jim Patterson, Finance Director Craig Gibons, Police Chief Jeff Groth, Community Development Director Tom Pessemier, City Engineer Bob Galati, Planning Manager Julia Hajduk, Community Services Director Kristen Switzer, Human Resources Manager Anna Lee, Economic Development Manager Tom Nelson, Senior Planner Heather Austin, Engineering Associate Jonathan Ingram, City Attorney Chris Crean, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy.

Mayor Mays addressed the Consent Agenda and asked for a motion.

### 5. CONSENT AGENDA

- A. Approval of June 7, 2011 City Council Minutes
- B. Resolution 2011-055 Canvassing May 17, 2011 Election Results
- C. Resolution 2011-056 Reappointing Molly Woodbury to the Library Advisory Board
- D. Resolution 2011-057 Authorizing the City Manager to sign a successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officer's Association (SPOA)
- E. Resolution 2011-058 Authorizing the City Manager to Enter into a Contract with DKS Associates for On-Call Traffic Engineering Services
- F. Resolution 2011-059 Authorizing the City Manager to Award Contract to Brix Paving Company to Construct the FY 11-12 Pavement Maintenance Project
- G. Resolution 2011-060 Authorizing City Manager to sign IGA between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer
- H. Resolution 2011-062 Initiating an Annexation of Urban Growth Boundary Expansion Area 54 and 55, also referred to as the Brookman Concept Plan Area, Located South of the Existing Sherwood City limits and north of Brookman Road

**MOTION: FROM COUNCILOR LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR ROBYN FOLSOM. ALL COUNCIL MEMBERS VOTED IN FAVOR. COUNCILOR DAVID LUMAN WAS ABSENT.**

Mayor Mays addressed the next agenda item.

### 6. PRESENTATIONS

- A. **Relay for Life Proclamation:** Mayor Mays declared the City of Sherwood a Relay for Life Community. Relay for Life combines fundraising, cancer awareness, prevention activities, fellowship and support for cancer survivors. The Sherwood Chapter of Relay for Life is holding its 7<sup>th</sup> Annual Relay for Life on August 6-7 at the Sherwood High School. The Mayor urged the citizens to participate in the effort to eradicate cancer. The Mayor stated that the Relay for Life is a fantastic experience and recommends the event to everyone.

#### B. Geography Awareness Week Proclamation

The Mayor declared the first week of August Geography Awareness Week. The study of geography is essential to understanding our relationship with our environment and the work around us.

**C. Certificate of Appreciation for Councilor David Luman**

The Mayor had a Certificate of Appreciation for outgoing Council Luman who was unable to attend the meeting. Mayor Mays stated the Council will look to recognize outgoing Councilor Luman at a future meeting.

Mayor Mays addressed the next agenda item.

**7. SWEARING IN CEREMONY**

**A. Councilor Elect Krisanna Clark to City Council Seat 5**

Councilor Elect Krisanna Clark was sworn into office by City Manager Jim Patterson and then took her seat at the dais with the other council members.

Councilor Folsom asked to be excused from the Council meeting at 7:21 pm as she had another commitment.

The Mayor addressed the next item on the agenda.

**8. CITIZEN COMMENTS**

**Kendra Kurtz**, 22498 SW Dow Drive Sherwood, came forward and asked the Council to consider changing the codes to allow a limited number of hens in residential areas. Ms. Kurtz expounded on the benefits of raising hens, from teaching her children about where food comes from to the benefits of their fertilizer and insect control. Ms. Kurtz was aware that the Planning Commission has discussed the issue and asked the Council to let the Commission present the issue to Council for consideration.

Mayor Mays thanked Ms. Kurtz for her comments and stated the Council would get back to her on their decision to whether to have a Public Hearing.

**Michael Thompson**, 22338 SW Lee Drive Sherwood, addressed the Council about chickens and stated that under the current codes, a permit to raise hens would be almost \$5000. Mr. Thompson cited local cities that allowed the raising of hens with a permit fee of \$0-\$20 with limitations on the number of chickens, hens only, and distances from the property. Mr. Thompson asked Council to re-address the code about allowing hens.

**Stephen “Skip” Booren**, 15367 SW Sunset Sherwood, came forward as a resident and former employee of the City of Sherwood to express his concerns about the direction the City was heading for emergency management. Mr. Booren provided a copy of FEMA emergency management principles and explained that through his efforts the City has conducted several preparedness exercises and received over \$170k in federal grant money. Mr. Booren voiced his concerns that the City’s progress towards Emergency Management would be lost because the Police Department did not have the time to manage the program, the collaborative efforts with the School District had been ceased, and the volunteer based Citizen Emergency Response Team, CERT, was not going to be properly utilized.

Mayor Mays thanked Mr. Booren for his comments.

**Neil Shannon**, 23997 SW Redfern Drive Sherwood, stated he wished to echo some of Mr. Booren's comments and added that he was pleased that the City had taken action toward emergency management, stating that previous programs were not sufficient. Mr. Shannon stated that he thought it was unfortunate that Emergency Management was currently the responsibility of the Police Department, stating that Emergency Management has not always been run by the Police department, that it was the responsibility of Public Works in the past and further explained that in neighboring communities Emergency Management is not commonly run by the Police. Mr. Shannon stated that the Police are great in an emergency, but in a disaster there may be nobody to answer 911. Mr. Shannon stated that the idea of a CERT program is neighborhood program intended to provide temporary help while the Police Department is busy in other areas and to provide support in an emergency after a disaster. Mr. Shannon explained that CERT volunteers are trained in Incident Command Structure (ICS) which is required by FEMA and their volunteer hours can be credited towards costs in an emergency. Lastly, Mr. Shannon explained that even businesses have to have an emergency plan and he feels the City needs a better emergency management program.

Mayor Mays thanked Mr. Shannon and other CERT members of the community for taking the time to advocate for the program. The Mayor stated that his commitment, and the Council's commitment to emergency management hasn't changed and that all understand its importance in light of recent activities across the Pacific.

**Kim Nelson**, 15991 SW Windrow Lane Sherwood, thanked the Council, supporting staff, and the community for supporting the Relay for Life. Ms. Nelson mentioned that this is a growing year for the Relay which has forty teams signed up to date including nine youth teams. The fundraising goal for Relay for Life is \$80,000. Last year's race made \$76,000.

Mayor Mays thanked Ms. Nelson and asked if there were any additional citizen comments.

Mayor Mays moved to the next agenda item.

## **9. NEW BUSINESS**

### **A. Resolution 2011-061 Accepting the Dedication of Certain Real Property Necessary to Construct, Install, and Thereafter Maintain Street and Utility Infrastructure Related to the Extension of SW Adams Avenue between SW Tualatin-Sherwood Road and Highway 99W**

Tom Pessemier, Community Development Director explained that the resolution was accepting land from Portland General Electric adjacent to the substation. This land will be used to become an extension of Adams Avenue to extend from Tualatin Sherwood Road, around the substation, to the stop light adjacent to Home Depot.

Mayor Mays asked PGE representative, Mark Frieberg if he had comments, which he did not, and asked if Council had any questions for Mr. Pessemier. The Mayor added that he hoped the road would be completed in 18 to 36 months, which would greatly improve the circulation

in the community, providing some congestion relief at the Tualatin Sherwood Road and Highway 99 intersection.

Mayor Mays asked for questions or a motion to the resolution.

**MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO APPROVE RESOLUTION 2011-061, SECONDED BY COUNCILOR BILL BUTTERFIELD. ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. COUNCILOR ROBYN FOLSOM WAS ABSENT.**

Mayor Mays informed that agenda item 8b, *Resolution 2011-063 Referring to the Voters of Sherwood a Proposed Revision of the City Charter*, was to be continued to the next meeting. With no objections from the Council, Mayor Mays addressed the next agenda item and asked the City Recorder to read the public hearing statement.

## **10. PUBLIC HEARING**

### **A. Ordinance 2011-008 Amending Title 12 (Streets, Sidewalks, and Public Places) of the Sherwood Municipal Code by Adding a New Chapter (12.17) Establishing Limitations on Excavations and Cuts in Newly Improved Public Street Pavement Surfaces**

Bob Galati, City Engineer came forward and explained that the ordinance is intended to maintain the condition and service life of newly paved and constructed streets by limiting work that can be done on the street. Mr. Galati explained that cutting into a street reduces its life by nearly half. Mr. Galati stated this ordinance creates time limits and a review process for developers to be able to cut into streets.

Mayor Mays opened the public hearing to receive testimony regarding Ordinance 2011-008. With no comments received, the Mayor closed the public hearing and asked for Council questions.

Councilor Henderson asked if the surrounding communities have similar ordinances.

Mr. Galati explained that the City of Portland has moratorium streets that prohibited any cutting of certain streets and Tualatin had a review process for cutting into streets with a maintained list of streets that require a review process. Mr. Galati stated, the City will not ban development but control how development impacts street life to a greater degree.

Councilor Butterfield asked if the ordinance will cause an increase in permit fees.

Mr. Galati responded that a fee has not been established because street construction is handled under the use of a right of way permit. He further explained that there may be additional cost in the work required from the contractor depending on the review and resulting recommendation.

Mr. Butterfield asked if that meant the contractor will receive engineered documents on how to repair the street.

Mr. Galati stated that the contractor will receive additional requirements in addition to the standards.

Mayor Mays asked if there was a way to get all the work done on a road at once to avoid cutting a street later.

Mr. Galati proposed that a list be established, maintained and published on the City website with a list of construction limited streets and the duration of the limitations. Mr. Galati clarified the purpose would be to control maintenance costs, but to also make developers think about collaborative efforts and to open communication within the development community.

Councilor Langer asked how slurry sealing is affected by the ordinance.

Mr. Galati said that a slurry seal is a surface treatment whereas the limitations were intended for treatments like pavement overlays that increased the structure of the street.

Tom Pessemier clarified that by definition the slurry seal would be included.

With no other Council questions or comments, the following motion was received.

**MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO READ CAPTION AND ADOPT ORDINANCE 2011-008, SECONDED BY COUNCILOR LINDA HENDERSON. ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. COUNCILOR ROBYN FOLSOM WAS ABSENT.**

Mayor Mays addressed the next agenda item.

**B. Ordinance 2011-009 Amending Multiple Sections of the Zoning and Community Development Code to Require Parks and Open spaces in New Subdivisions and Including Divisions I, II, VII, and VIII**

City Senior Planner Heather Austin stated that the ordinance is the next phase of the code clean-up process. Ms. Austin explained that in a new residential subdivision, 5% of the land will be dedicated to the city or privately maintained as parks or open space, but will not reduce the requirements for lot sizes. Ms. Austin proposed that a sentence be removed from the proposed ordinance to clarify the intent of the section pertaining to System Development Charges. Section H of Exhibit A.4, the last sentence of this section.

Mayor Mays opened the public hearing to receive testimony on the proposed ordinance. With no public comments received, the Mayor closed the public hearing and asked for Council questions.

Mayor Mays asked for clarification on the density calculation for lot sizes on single family detached lots.

Ms. Austin answered that the ordinance does not allow the minimum lot size requirements per zoning to be reduced.

Mayor Mays thanked Ms. Austin and asked for questions or discussion from Council. With none heard, the following motion was received.

**MOTION: FROM MAYOR KEITH MAYS TO READ CAPTION AND ADOPT ORDINANCE 2011-009, DELETING THE LAST SENTENCE OF SECTION H., SECONDED BY COUNCIL PRESIDENT DAVE GRANT. ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. COUNCILOR ROBYN FOLSOM WAS ABSENT.**

## **DRAFT**

City Manager Jim Patterson informed the Council that tonight would be Heather's last Council meeting as she was leaving her employment with the City. City Manager Patterson thanked Ms. Austin on behalf of City Staff and the Council for her professionalism, and commitment with the City as the Senior Planner.

Mayor Mays addressed the next agenda item.

### **11. CITY MANAGER REPORT**

Mr. Patterson commented on the use of illegal fireworks in Sherwood and asked Police Chief Jeff Groth and TVF&R Chief Jim Davis to provide a report to the Council on the recent holiday.

Chief Groth came forward and introduced Central Division Chief with Tualatin Valley Fire and Rescue. Chief Groth explained that, at a County level, local law enforcement wanted to show a unified front in cooperation with our fire service provider by providing education and enforcement in regards to illegal fireworks. The education consisted of officer outreach to block parties, neighborhoods, and public places with road signs and pamphlets. Enforcement was done by observation and calls to dispatch, with a zero tolerance for illegal fireworks (see record, Exhibit C). Chief Groth described a new court diversion program for offenders developed by the Police Department as well as the measures some will go through to avoid detection. Chief Groth felt it was unfortunate that some of the officers received negative comments and unpatriotic insults for enforcing the law. In response, Chief Groth had some recommendations that will come to council.

Chief Davis thanked Chief Groth for the cooperation of the Police Department on one of the busiest night that TVF&R has throughout the year. Like the Police Department, TVF&R also campaigned for safe fireworks for the Fourth of July. TVF&R Fire Deputies rode with Police officers in Beaverton, Tigard, Sherwood and Wilsonville, with three fire investigators on call. Chief Davis mentioned structure fires in the area, one in Sherwood, caused by the improper disposal of fireworks (see record, Exhibit D). Chief Davis stated that there were over thirty calls for service on the night of the fourth, and that there was a clear difference in the number of calls in areas with police cooperation and education.

Mayor Mays thanked Chief Groth and Chief Davis on behalf of the City Council and staff, expressing his disappointment in those who felt a need to insult the officers.

Council Henderson asked when the law was changed classifying illegal fireworks.

Chief Groth said he was unsure, but that it had been a long time. Chief Groth mentioned that possession of illegal fireworks is a Class B Misdemeanor, meaning that offenders could have been jailed instead of cited per the City Municipal Code.

Mayor Mays addressed the next agenda item.

### **12. COUNCIL ANNOUNCEMENTS**

Mayor Mays thanked Phil McGuigan and all of the volunteers of the Robin Hood Festival Association for a fantastic time and congratulated them on a tremendously successful event.

Council President Grant commented that he participated in the Robin Hood Festival as a vendor and found the volunteers to be friendly and well organized.

Councilor Langer stated he also enjoyed the Robin Hood Festival. Councilor Langer updated the Council on BOOTS activity, indicating that all the committee vacancies had been filled. He stated BOOTS is accepting suggestions for branding and they are hoping to put murals up in the downtown area. Councilor Langer reported that his family has property close to the Adams Avenue road construction and they are allowing the contractors to stockpile materials on the property and said anyone who has concerns can call him or contact either the City Manager or the Mayor.

Councilor Henderson commented regarding her concerns about open pit burning and a visit by TVF&R to her neighborhood. Councilor Henderson asks if staff would be able to research how other jurisdictions deal with open pit burning inside the city limits.

Mayor Mays announced that, through Metro and Washington County, \$5.1 million in Federal Flex Funds will be granted to Sherwood to construct the Cedar Creek and Tonquin Trail in 2014. He stated this was accomplished by submitting projects, created by staff, to the County meeting the specific criteria. Mayor Mays said a presentation will be shown at the next Council meeting.

With no other announcements received, Mayor Mays adjourned the meeting.

### **13. ADJOURN**

Mayor Mays adjourned the meeting at 8:45 pm.

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Keith S. Mays, Mayor

Submitted by:

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Kirsten Allen, Administrative Assistant II



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**July 26, 2011**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:33pm
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Bill Butterfield, Linda Henderson, Matt Langer and Krisanna Clark. Councilor Robyn Folsom arrived at 6:38pm.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Jim Patterson, Community Development Director Tom Pessemier, Finance Director Craig Gibons, Economic Development Manager Tom Nelson, Planning Manager Julia Hajduk and City Recorder Sylvia Murphy. City Attorney Chris Crean.
4. **OTHERS PRESENT:** Kelly House with the Oregonian and Ray Pitz with the Sherwood Gazette.

**5. TOPICS DISCUSSED:**

**A. Brookman Area Annexation.** Julia Hajduk provided the Council with a document, Brookman Addition Concept Plan-Final Report (see record, Exhibit A). Discussion followed. Julia explained the annexation election process and provided the Council with information on Methods of Annexation (see record, Exhibit B). Discussion followed regarding the next steps of a public hearing and approval of a ballot title.

Council recessed at 7:30 and reconvened at 7:40pm. Staff and legal counsel remaining for City Charter discussion; City Manager Patterson, City Recorder Sylvia Murphy and City Attorney Chris Crean. Media representatives remained.

**B. City Charter, proposed amendments.** City Attorney Chris Crean recapped the proposed amendments to the City Charter and reviewed the resolution and exhibit pulled from the July 19<sup>th</sup> Council meeting agenda, (see record, Exhibit C). Discussion followed with additional proposed amendments and scheduling the resolution at a future Council meeting for consideration of adoption.

6. **ADJOURNED:** Mayor Mays adjourned the work session at 8:35 pm.

Submitted by:

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Sylvia Murphy, CMC, City Recorder

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Keith S. Mays, Mayor

**TO:** Sherwood City Council

**FROM:** Craig Sheldon, Public Works Director

**SUBJECT: RESOLUTION 2011-064, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY WATERSHED TECHNICAL COMMITTEE FOR THE REGIONAL SOLID WASTE MANAGEMENT PLAN**

**ISSUE:** City Council approved Resolution 2011-022 authorizing the City Manager to enter into an IGA with the Washington County Watershed Technical Committee for the Regional Solid Waste Management Plan.

**BACKGROUND:** After Council approved Resolution 2011-022, one of our regional partners requested changes to the regional agreement and our legal team made minor wording changes. Of significant import, the following paragraph was added:

Under Section III. Termination and Opt Out

The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from Metro.

In 2002, the Sherwood City Council approved Resolution 2002-016 authorizing the City to enter into the Washington County Waste Reduction Program Intergovernmental Agreement for year 12 and adopt an annual work plan for waste reduction which was approved by Metro. This resolution has served the City for the last 9 years.

The purpose of this current IGA is to document the cooperative arrangement and allow Washington County the authority to act on behalf of the City of Sherwood. The County will have the authority to enter into a comprehensive agreement with Metro and to receive Sherwood's portion of the funding and perform various tasks related to the implementation of the Regional Solid Waste Management Plan (RSWMP). The focus of the agreement will be on the core functions of Waste Reduction and Recycle at Work also known as the "Annual Waste Reduction Work Plan".

Funding from Metro which would have gone to Sherwood will be passed to the County and be administered on behalf of Sherwood. Duration of the IGA is 5 years (June 2016) with additional incremental 5 year durations provided funding is available from Metro.

**FINDINGS:** The benefits of having the County manage the Solid Waste Management Plan on behalf of the City far outweigh keeping the process in-house. Washington County has additional staffing resources to enable the success of the program; whereas we would need to implement a program from the start, add the required staff and purchase brochures, materials, etc. needed for the program. The City's portion from Metro is \$14,067.00 that will be passed on to the County.

**RECOMMENDATION: STAFF RECOMMENDS THAT COUNCIL ADOPT RESOLUTION 2011-064 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY WATERSHED TECHNICAL COMMITTEE FOR THE REGIONAL SOLID WASTE MANAGEMENT PLAN.**

## INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY WASTESHED TECHNICAL COMMITTEE

THIS AGREEMENT, entered into ~~consistent with under the provisions of~~ ORS Chapter 190 and ORS 459.065(1)(b), is between Washington County, hereinafter referred to as "County," whose address is 155 N First, Hillsboro, OR 97124, and the individual signatory city of \_\_\_\_\_ hereinafter referred to as "City." ~~An identical agreements~~ will also be entered into between ~~the Washington~~ County and other Washington County cities. Any reference hereinafter to "Participating Local Governments" ~~shall~~ includes both County and all individual signatory cities to an agreement identical to this Agreement including City. The Participating Local Governments are Washington County and the Cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin.

WHEREAS, Participating Local Governments have responsibilities related to the management of solid waste under the provisions of ORS Chapter 268, ORS Chapter 459, and related administrative rules; and

WHEREAS, the Participating Local Governments agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the Participating Local Governments including County and City desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related services and defining legal relationships and responsibilities; now, therefore,

In consideration of the mutual covenants herein, and in exchange for the promises and other valuable consideration set forth below, County and City agree as follows:

I. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan (hereinafter referred to as "the RSWMP"), including a waste reduction chapter. The RSWMP provides that Metro shall establish a multi-year work plan for solid waste reduction and identifies specific programs to implement the Metro plan. Metro has established guidelines for local governments' participation in these programs in the form of a recurring aAnnual Waste Reduction Program. ~~The Metro plan RSWMP~~ requires cities and counties ~~to~~ adopt an annual work program annually for two primary programs: —Residential Waste Reduction and Recycle at Work. These programs are funded by Metro via through the adoption of an annual intergovernmental agreement that incorporating specific work tasks associated with these two programs (hereinafter referred to as the "Annual Waste Reduction Work Plan").

The RSWMP establishes minimum requirements for city and county work programs and provides that cities and counties may work cooperatively with

neighboring cities and counties if intergovernmental agreements documenting cooperative arrangements are submitted with the Pprogram. ~~The purpose of~~ ~~This Agreement is to documents~~ the cooperative arrangements among the Participating Local Governments, ~~to establish~~ ~~es the duties of~~ the County's duties as administrator of the Annual Waste Reduction Work Plan on behalf of the Participating Local Governments for each fiscal year covered under this Agreement, and ~~to provide~~ a structure for continuing working relationships among the Participating Local Governments ~~as they relate~~ to ongoing requirements that ~~may~~ become a part of the RSMWP in the future. This structure will be referred to as the Washington County Wasteshed Technical Committee ("Committee").

Formatted: Justified

## II. Term of Agreement

Participation shall be accomplished by adoption of the Annual Waste Reduction Work Plan and by entering into this Agreement. The term of this Agreement ~~shall~~ commences upon execution and ~~shall continue~~ in effect through June 30, 2015, unless terminated by ~~either any~~ party as provided for in Section III "Termination and Opt-Out ~~herein.~~" Thereafter, this ~~Agreement shall~~ automatically renew for successive five-year terms (July 1 – June 30) ~~provided for as long as~~ funding from Metro continues to be available.

## III. Termination and Opt -Out

County or City may opt out of this Agreement ~~without cause~~ upon giving 90 days written notice of ~~its~~ intent to ~~do so~~ ~~opt out.~~ County or City may be terminated from ~~further~~ participation in this Agreement if either ~~County or City~~ is in default of the terms ~~hereof~~ ~~this Agreement.~~ In the ~~case event~~ of a default, the party alleging the default shall give the defaulting party (and all Participating Local Governments) written notice of the alleged default ~~and~~ ~~the~~ defaulting party shall have 30 days ~~after receipt of notice~~ to cure the default.

When County or City ~~successfully~~ opts out of this ~~Agreement~~ or is terminated ~~for cause as provided for herein,~~ the effective date ~~of said action~~ shall be ~~deemed to be~~ July 1 of the next ensuing fiscal year. Further, that party's assigned funding ~~for associated with~~ the current year's work program as provided for ~~with~~ in Section VIII, "Funding," ~~herein~~ shall remain under the authority of the Agreement for the remainder of the current fiscal year.

**The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from Metro.**

## IV. Review of Agreement

~~The terms and conditions of~~ This Agreement may be reviewed by the Participating Local Governments at any time upon written request by any Participating Local Government. ~~Any~~ Participating Local Government ~~that~~ ~~wishes~~ ~~wishing~~ to review the Agreement shall submit its request in writing to all

Participating Local Governments at least sixty (60) days prior to ~~this a proposed~~ review. ~~Any All~~ such ~~requested~~ reviews shall be conducted as part of a general meeting of the Committee. ~~Any action to An~~ approval of any requested amendment requires the unanimous consent of ~~resulting from said review will require an affirmative approval of~~ all Participating Local Governments in order to be adopted. Any such amendment approved by the Participating Local Governments shall be incorporated into the Agreement to become effective upon execution of a new Agreement by all Participating Local Governments.

V. Administrative Structure of the Committee

A. The Committee ~~shall consist~~ consists of ~~a one (1)~~ staff member from each Participating Local Government, ~~appointed by each of the Participating Local Government administrators or governing bodies.~~ The ~~Cities~~ City of North Plains and ~~the City of~~ Banks may also have a staff member on the Committee as ex-officio, non-voting members although the two ~~cities~~ are not Participating Local Governments. County staff shall act as administrative coordinator of the ~~Technical~~ Committee.

B. The County shall develop, ~~and propose~~ an annual work plan and present ~~said~~ an Annual Waste Reduction Work Plan to the Committee each year, including projected annual expenses and revenues for future years ~~as necessary.~~ ~~The Annual Waste Reduction Work Plan.~~ The Annual Waste Reduction Plans will be developed in a timely manner so as to meet all deadlines set by the Oregon Department of Environmental Quality (DEQ), Metro and Participating Local Governments. Annual Waste Reduction Work Plans will be presented for Metro approval by the Committee ~~on in one year intervals only~~. The Annual Waste Reduction Work Plans shall provide Participating Local Governments with minimum waste reduction standards consistent with the RSWMP; individual Participating Local Governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. Duties of County

1. The County shall perform work requiring technical expertise, including plan development, data collection, ~~and~~ compilation, report writing, program coordination, technical advice to Participating Local Governments, and general information delivery to the public.
2. The County shall recommend policies and develop proposed model ordinances ~~as necessary, and to generally~~ promote the Participating Local Government's' waste reduction programs.
3. The County shall perform fieldwork including performing waste evaluations, commercial recycling, single-family recycling, multi-family recycling, school and community education, and special event

Washington County Wasteshed Technical Committee Intergovernmental Agreement April 21-May 10, 2011

promotion for which Metro funding has been allocated as provided for in Section VIII herein. Where funding for specific cities is curtailed by Metro, then adjustments shall be made by the County ~~in to~~ the types of fieldwork conducted.

4. The County shall perform work requiring coordination with Metro, DEQ, and other agencies, and represent the Participating Local Governments before such agencies.
5. The County shall act as agent for all Participating Local Governments in applying for waste reduction and recycling grant funds as determined appropriate by the Committee. Disbursement of ~~said~~ funds will be to Participating Local Governments or franchised haulers based on a formula ~~to be~~ determined by the Committee or set by grant requirements. This does not preclude ~~any~~ Participating Local Government(s) from applying individually for any waste reduction and recycling grant.
6. The County shall perform ~~the~~ specific duties assigned ~~as outlined~~ in the Annual Waste Reduction Work Plan ~~as established~~ for ~~any~~ given year.

B. Duties of Participating Local Governments including City

1. City shall undertake internal annual program tasks ~~that are internal in nature,~~ such as waste reduction and recycling activities, and procurement of recycled products.
2. Unless otherwise assigned by a separate intergovernmental agreement, ~~City~~City shall be responsible for enforcement of solid waste reduction plan standards ~~with respect to~~regarding ~~the~~ solid waste collection ordinances and franchises within the City. Such enforcement ~~may include~~s complaint investigation, service standard review, reporting, and revisions ~~to of~~ city codes based upon proposals ~~the model code~~ developed by the County.
- 4-3. City shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan ~~as established~~ for ~~any~~ given year.

VII. Indemnification

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, the County shall hold harmless, defend, and indemnify City, it's directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the County's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the County.

- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, City shall hold harmless, defend and indemnify the County, its Commissioners, employees and agents against all claims, demands, actions, and suits (including all attorney fees and costs) arising from City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of City.

VIII. Funding

A. Annual Waste Reduction and Recycle at Work Programs

1. For any given year ~~subject to this Agreement,~~ each Participating Local Government's share of the Metro provided revenue ~~for provided by Metro in support of the~~ "Annual Waste Reduction Program" and the "Recycle at Work Program", ~~as calculated by Metro~~ for the current program year, shall be provided ~~to~~ the County for purposes of funding ~~those~~ activities described outlined in Section VI(A) above.
2. Washington County shall act as administrator for said those revenues on behalf of the Participating Local Governments.
3. Each Participating Local Government ~~shall have~~has the right, to audit for up to three years, to audit County records relating to Metro grant funds received through this Agreement. ~~The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from Metro.~~

B. Other Programs Funded through Metro

1. For all other sources of funding provided by Metro related to compliance activities under the RSWMP, each Participating Local Government, including City, shall ~~make a~~ determination whether to receive those funds directly or ~~whether to~~ allocate those funds to the County as provided for within this Agreement.
2. Any Participating Local Government including City choosing to retain ~~said~~ funding shall notify in writing all other Participating Local Governments of its intent to retain said those funds ~~by~~ no later than January 31 of each year.
3. Any Participating Local Government choosing to object to such action shall submit a written response to all other Participating Local Governments within thirty (30) days of receipt of the original notice.

Washington County Wasteshed Technical Committee Intergovernmental Agreement April 21-May 10, 2011

4. If no objection is raised, then the Participating Local Government choosing to retain its funding shall be free to do so ~~at its discretion.~~ However, if ~~an~~ objection is raised, then the Participating Local Governments shall use their best efforts to resolve the issues.

IX. Exclusivity

This writing is intended both as the final expression of the Agreement between County and City with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. All previous agreements between County and City regarding the Washington County Wasteshed Technical Committee are hereby revoked and repealed.

**WASHINGTON COUNTY (County)**

**CITY of \_\_\_\_\_ (City)**

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Formatted: Justified



**RESOLUTION 2011-064**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE WASHINGTON COUNTY WATERSHED TECHNICAL COMMITTEE FOR THE REGIONAL SOLID WASTE MANAGEMENT PLAN**

**WHEREAS**, Resolution 2011-022 was approved allowing the City Manager to enter into an agreement with the Washington County Watershed Technical committee for the Regional Solid Waste Management Plan; and

**WHEREAS**, a regional partner required subsequent changes to the Solid Waste Management Plan (detailed in the staff report); and

**WHEREAS**, pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan including a waste reduction chapter; and

**WHEREAS**, Metro requires local governments to adopt annual work programs for Residential Waste Reduction and Recycle at Work; and

**WHEREAS**, the parties agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

**WHEREAS**, the parties desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related service and defining legal relationships and responsibilities.

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

**Section 1.** The City Manager is authorized to enter into and IGA with the Washington County Watershed Technical Committee for the Regional solid Waste Management Plan, attached as Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 2nd day of August 2011.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

## **INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY WASTESHED TECHNICAL COMMITTEE**

THIS AGREEMENT, entered into consistent with ORS Chapter 190 and ORS 459.065(1)(b), is between Washington County, hereinafter referred to as "County," whose address is 155 N First, Hillsboro, OR 97124, and the individual signatory city of Sherwood hereinafter referred to as "City." Identical agreements will also be entered into between the County and other Washington County cities. Any reference hereinafter to "Participating Local Governments" includes both County and all individual signatory cities to an agreement identical to this Agreement including City. The Participating Local Governments are Washington County and the Cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin.

WHEREAS, Participating Local Governments have responsibilities related to the management of solid waste under the provisions of ORS Chapter 268, ORS Chapter 459 and related administrative rules; and

WHEREAS, the Participating Local Governments agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the Participating Local Governments including County and City desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related services and defining legal relationships and responsibilities; now, therefore,

In consideration of the mutual covenants herein, and in exchange for the promises and other valuable consideration set forth below, County and City agree as follows:

I. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459 and related administrative rules, Metro has established a Regional Solid Waste Management Plan (hereinafter referred to as "the RSWMP"), including a waste reduction chapter. The RSWMP provides that Metro shall establish a multi-year work plan for solid waste reduction and identifies specific programs to implement the Metro plan. Metro has established guidelines for local governments' participation in these programs in the form of a recurring annual Waste Reduction Program. The RSWMP requires cities and counties adopt an annual work program for two primary programs: Residential Waste Reduction and Recycle at Work. These programs are funded by Metro via an intergovernmental agreement incorporating specific work tasks associated with these two programs (hereinafter referred to as the "Annual Waste Reduction Work Plan").

The RSWMP establishes minimum requirements for city and county work programs and provides that cities and counties may work cooperatively with neighboring cities and counties if intergovernmental agreements documenting cooperative arrangements are submitted with the Program. This Agreement documents the arrangements among the Participating Local Governments,

establishes the County's duties as administrator of the Annual Waste Reduction Work Plan on behalf of the Participating Local Governments for each fiscal year covered under this Agreement and provides a structure for continuing working relationships among the Participating Local Governments relating to ongoing requirements that become a part of the RSMWP in the future. This structure will be referred to as the Washington County Wasteshed Technical Committee ("Committee").

II. Term of Agreement

Participation shall be accomplished by adoption of the Annual Waste Reduction Work Plan and by entering into this Agreement. The term of this Agreement commences upon execution and continues in effect through June 30, 2015, unless terminated by either party as provided for in Section III "Termination and Opt-Out." Thereafter, this Agreement automatically renews for successive five-year terms (July 1 – June 30) provided funding from Metro continues to be available.

III. Termination and Opt Out

County or City may opt out of this Agreement upon giving 90 days written notice of its intent to do so. County or City may be terminated from participation in this Agreement if either is in default of the terms hereof. In the event of a default, the party alleging the default shall give the defaulting party (and all Participating Local Governments) written notice of the alleged default and defaulting party shall have 30 days after receipt of notice to cure the default.

When County or City opts out of this Agreement or is terminated, the effective date shall be deemed to be July 1 of the next ensuing fiscal year. Further, that party's assigned funding for the current year's work program as provided for in Section VIII, "Funding," shall remain under the authority of the Agreement for the remainder of the current fiscal year.

The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from Metro.

IV. Review of Agreement

This Agreement may be reviewed by the Participating Local Governments at any time upon written request by any Participating Local Government. Any Participating Local Government wishing to review the Agreement shall submit its request in writing to all Participating Local Governments at least sixty (60) days prior to a proposed review. All such reviews shall be conducted as part of a general meeting of the Committee. An approval of any requested amendment requires the unanimous consent of all Participating Local Governments in order to be adopted. Any such amendment shall be incorporated into the Agreement to become effective upon execution of a new Agreement by all Participating Local Governments.

V. Administrative Structure of the Committee

- A. The Committee consists of one (1) staff member from each Participating Local Government. The Cities of North Plains and Banks may also have a staff member on the Committee as ex-officio, non-voting members although the two are not Participating Local Governments. County staff shall act as administrative coordinator of the Committee.
- B. The County shall develop, propose and present an Annual Waste Reduction Work Plan to the Committee each year, including projected annual expenses and revenues for future years. The Annual Waste Reduction Plans will be developed in a timely manner so as to meet all deadlines set by the Oregon Department of Environmental Quality (DEQ), Metro and Participating Local Governments. Annual Waste Reduction Work Plans will be presented for Metro approval by the Committee. The Annual Waste Reduction Work Plans shall provide Participating Local Governments with minimum waste reduction standards consistent with the RSWMP; individual Participating Local Governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. Duties of County

- 1. The County shall perform work requiring technical expertise, including plan development, data collection/compilation, report writing, program coordination, technical advice to Participating Local Governments, and general information delivery to the public.
- 2. The County shall recommend policies and proposed model ordinances to promote the Participating Local Governments' waste reduction programs.
- 3. The County shall perform fieldwork including performing waste evaluations, commercial recycling, single-family recycling, multi-family recycling, school and community education and special event promotion for which Metro funding has been allocated as provided for in Section VIII herein. Where funding for specific cities is curtailed by Metro, then adjustments shall be made by the County to the types of fieldwork conducted.
- 4. The County shall perform work requiring coordination with Metro, DEQ, and other agencies and represent the Participating Local Governments before such agencies.
- 5. The County shall act as agent for all Participating Local Governments in applying for waste reduction and recycling grant funds as determined appropriate by the Committee. Disbursement of funds will

be to Participating Local Governments or franchised haulers based on a formula determined by the Committee or set by grant requirements. This does not preclude Participating Local Government(s) from applying individually for any waste reduction and recycling grant.

6. The County shall perform specific duties assigned in the Annual Waste Reduction Work Plan for a given year.

B. Duties of Participating Local Governments Including City

1. City shall undertake internal annual program tasks such as waste reduction and recycling activities, and procurement of recycled products.
2. Unless otherwise assigned by a separate intergovernmental agreement, City shall be responsible for enforcement of solid waste reduction plan standards regarding solid waste collection ordinances and franchises within the City. Such enforcement includes complaint investigation, service standard review, reporting, and revisions of city codes based upon proposals developed by the County.
3. City shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan for a given year.

VII. Indemnification

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, the County shall hold harmless, defend, and indemnify City, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the County's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the County.
- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, City shall hold harmless, defend and indemnify the County, its Commissioners, employees and agents against all claims, demands, actions, and suits (including all attorney fees and costs) arising from City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of City.

VIII. Funding

A. Annual Waste Reduction and Recycle at Work Programs

1. For any given year each Participating Local Governments share of the Metro provided revenue for the "Annual Waste Reduction Program" and "Recycle at Work Program", for the current program year shall be

provided the County for purposes of funding activities described in Section VI(A) above.

2. Washington County shall act as administrator for those revenues on behalf of the Participating Local Governments.
3. Each Participating Local Government has the right, for up to three years, to audit County records relating to Metro grant funds received through this Agreement.

**B. Other Programs Funded through Metro**

1. For all other sources of funding provided by Metro related to compliance activities under the RSWMP, each Participating Local Government, including City, shall determine whether to receive those funds directly or allocate those funds to the County as provided for within this Agreement.
2. Any Participating Local Government including City choosing to retain funding shall notify in writing all other Participating Local Governments of its intent to retain those funds no later than January 31 of each year.
3. Any Participating Local Government choosing to object to such action shall submit a written response to all other Participating Local Governments within thirty (30) days of receipt of the original notice.
4. If no objection is raised, then the Participating Local Government choosing to retain its funding shall be free to do so; however, if objection is raised, then the Participating Local Governments shall use their best efforts to resolve the issue.

**IX. Exclusivity**

This writing is intended both as the final expression of the Agreement between County and City with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. All previous agreements between County and City regarding the Washington County Wasteshed Technical Committee are hereby revoked and repealed.

**WASHINGTON COUNTY (County)**

**CITY OF SHERWOOD**

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

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

\_\_\_\_\_  
Print name and title

James A. Patterson, City Manager  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**RESOLUTION 2011-065**

**A RESOLUTION TO RECOGNIZE THE PARTNERSHIP BETWEEN THE CITY OF SHERWOOD AND RAINDROPS TO REFUGE**

**WHEREAS**, the City of Sherwood and Raindrops to Refuge (R2R) have worked together successfully for many years and restored green spaces, provided homeowner and classroom education, and hosted numerous events engaging Sherwood residents with the natural areas because we recognize and appreciate the unique aspects of this community; and

**WHEREAS**, the City of Sherwood and Raindrops to Refuge (R2R) value open space, parks and trail systems, clean water, healthy habitat for wildlife, restoration of natural areas, community pride, community partnerships and livability; and

**WHEREAS**, this legislation is being created to invigorate the relationship between the City of Sherwood and Raindrops to Refuge (R2R) for the benefit of Sherwood residents and our natural areas and to emphasize the value of the partnership; and

**WHEREAS**, the City of Sherwood appreciates the value that Raindrops to Refuge (R2R) provides the City with education for children and adults about the Sherwood watershed, does outreach to residents, landowners and developers to improve watershed health, restores urban and rural lands under both private and public ownership and collaborates with the City and other conservation-based organizations to conduct conservation based planning;

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

**Section 1.** The City of Sherwood is indeed a special place to live, work and play and that as Sherwood's economic health is directly related to Sherwood's environmental health, the Sherwood City Council agrees in good faith that the City will continue to do everything it can to provide conservation and protection of Sherwood's creeks and green spaces in partnership with Raindrops to Refuge (R2R) for the benefit of our community.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 2nd day of August 2011.**

---

Keith S. Mays, Mayor

Attest:

---

Sylvia Murphy, CMC, City Recorder

Council Meeting Date: August 2, 2011

Agenda Item: New Business

**TO:** Sherwood City Council

**FROM:** Brad Crawford, IT Manager

**SUBJECT: Resolution 2011-066 Authorizing a Temporary Utility Easement for AT&T Mobility Corporation**

**ISSUE:** Should the City authorize a temporary Utility Easement for AT&T Mobility so they may provide service at the Snyder Park cell phone tower.

**BACKGROUND:** The City has been working with AT&T Mobility for some time now to develop a lease agreement that would allow them to provide service at the Snyder Park Cell Tower.

In order to provide service at this cell tower AT&T Mobility needs to have telecommunication service brought to this site. This easement would grant them temporary access as long as they have an active lease agreement for this site.

In negotiating this agreement it was important that the City be allowed to move this easement should other development occur in and around the site. Language was added to the easement that allows for this and stipulates that any movement of this easement be done so at AT&T Mobility's expense.

Legal has reviewed the language in this Utility Easement and has approved both the document and payment.

**FINANCIALS:** For consideration of this Utility Easement AT&T Mobility will pay the City of Sherwood \$2,000.00.

**FINDINGS:** By restricting the location of this Utility Easement and allowing for relocation the city will be well protected if future changes in and around this site need to occur.

**RECOMMENDATION: STAFF RECOMMENDS COUNCIL AUTHORIZE THE TEMPORARY UTILITY EASEMENT FOR AT&T MOBILITY**



**RESOLUTION 2011-066**

**A RESOLUTION AUTHORIZING A TEMPORARY UTILITY EASEMENT FOR AT&T MOBILITY**

**WHEREAS**, the City of Sherwood has entered into an agreement with AT&T Mobility to provide service at the Snyder Park cell tower; and

**WHEREAS**, AT&T Mobility needs a utility easement to bring telecommunication services to the site; and

**WHEREAS**, the City has negotiated an agreement with AT&T Mobility for this Utility Easement; and

**WHEREAS**, the easement on City owned property, tax lot 2S132DB00700; and

**WHEREAS**, AT&T Mobility will pay the City \$2,000.00 for this Utility Easement.

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

**Section 1.** The City agrees to grant a Utility Easement over property commonly known as tax lot 2S132DB00700 and as identified on Exhibit A, Legal Description, attached and incorporated by reference, and graphically depicted in Exhibit B, Plan View, attached and incorporated by reference (the "Property"); and

**Section 2.** The City Manager is authorized to sign the AT&T Mobility Utility Easement for telecommunication services at the Snyder Park cell tower.

**Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 2<sup>nd</sup> day of August 2011.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**After recording, return to:**

City of Sherwood  
Engineering Department  
22560 SW Pine Street  
Sherwood, OR 97140

**NO CHANGE IN TAX STATEMENTS**

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the City of Sherwood, an Oregon municipal corporation, (“Grantor”), for the consideration hereinafter stated, does grant unto **AT&T Mobility Corporation**, (“Grantee”), the following temporary and nonexclusive easement in that certain real property situated in the City of Sherwood and described as follows:

See Attached Exhibit “A” (Legal Description on Page 1 and Utility Easement Sketch on Page 2), which is incorporated herein by this reference.

The true consideration for this conveyance is \$2,000.00 However, the actual consideration consists of other value given, which value constitutes the whole consideration.

This grant is intended to establish a temporary utility easement on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easement granted does not prevent Grantor from the use of said property provided, however, that such use shall not interfere with the Grantee’s use of the easement for the purposes described herein. Grantor shall not endanger the lateral support of any facilities constructed within the easement granted herein.

With a One Hundred Twenty (120) day notice, Grantor reserves the right to require relocation of the telecommunication facilities to an area to be determined by the Grantor. . All reasonable relocation expenses shall be the responsibility of the Grantee.

This temporary utility easement will terminate when the Additional Ground Space Lease Agreement executed by both parties on July 26, 2011, attached as Exhibit “B” and incorporated by reference herein, terminates.

The purpose of this easement is to provide Grantee, its successors and assigns, access to the property for the purpose of installing, constructing, operating, maintaining, repairing, and replacing Grantee’s telecommunication facilities as Grantee may deem necessary over, across, through, in and under the property described in Exhibit “A”. If Grantee, its successors and assigns, causes any damage to the property, Grantee shall restore the property to the same or better condition than existed prior to the damage. Further Grantee will indemnify and hold harmless Grantor its successors and or assigns from claims of injury to person or property as a result of Grantee’s installation, construction, operation, maintenance, repair, or replacement of Grantee’s telecommunication facilities through said utility easement, except for that which is attributable to the negligence or willful misconduct of Grantor, its employees, agents, or contractors.

**SIGNATURES ON FOLLING PAGE**

IN WITNESS WHEREOF, the above named Grantor has caused this instrument to be acknowledged as of the date indicated below.

**Grantor**

City of Sherwood, an Oregon municipal corporation

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

Print Name: James Patterson

Its: **City Manager**

Date: \_\_\_\_\_

**Grantee**

AT&T Mobility Corporation

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

Print Name: Geri Roper

Its: Manager

Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS ON FOLLOWING PAGE**



**EXHIBIT A Page 1**

**PL52 Sherwood South  
Utility Easement**

This easement is for the purpose of providing utilities to a lease area for AT&T Wireless on, over, under and through a portion of the property described as:

Beginning at a point which is 20 feet south and 40 rods east of the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said Point of Beginning being the Northeast corner of that tract of land conveyed to Gordon H. Snyder in book 186, page 275, of deed records of Washington County, Oregon; thence running South along the east line of said Snyder tract 260 feet; thence West parallel with the north line of said Snyder tract, 220 feet; thence North parallel with the east line of said Snyder tract 260 feet to the north line of the Snyder tract, said north line also being the south line of East Division Street; thence East 220 feet along said North line of the Snyder tract to the Point of Beginning.

Said utility easement is a 5 foot wide easement lying 2.5 feet on each side of the centerline MORE PARTICULARLY described as follows:

Commencing at the Northeast corner of the above described property;  
thence SOUTH 01°57'35" WEST 115.64 feet along the east line of said property;  
thence NORTH 88°02'25" WEST 47.16 feet to the Point of Beginning, which is on the east line of said lease area;  
thence from said Point of Beginning NORTH 89°24'54" EAST 8.50 feet;  
thence NORTH 00°35'06" WEST 55.48 feet;  
thence NORTH 89°27'15" WEST 75.21 feet to point "A";  
thence NORTH 89°27'15" WEST 69.24 feet;  
thence NORTH 00°11'56" EAST 42.76 feet to a point 2.5 feet north of Telco pedestal #31723 and the end of this portion of the easement.  
thence beginning from said point "A" NORTH 00°32'45" EAST 15.62 feet to the center of Transformer #31420-75



## Exhibit B

Market: Oregon  
Cell Site Number: PL52  
Cell Site Name: Sherwood South  
Fixed Asset Number: 10118909

### ADDITIONAL GROUND SPACE LEASE AGREEMENT

THIS ADDITIONAL GROUND SPACE LEASE AGREEMENT ("**Agreement**" or "**Lease**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Sherwood Oregon, an Oregon municipal corporation, having a mailing address of 22560 SW Pine Street, Sherwood OR 97140 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company doing business as AT&T Mobility, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "**Tenant**").

#### BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 15288 SW Division St. Sherwood OR 97140, in the County of Washington, State of Oregon (collectively, the "**Property**"). Tenant, in connection with its federally licensed communications business, desires to lease ground space only for the installation of equipment and associated communications fixtures installed or to be installed on an antenna structure owned by a third party ("**Antenna Landlord**"), which antenna structure is located on the Property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant only a portion of space on the Property, the 200 square foot area located in such portion of the property, all as described on attached **Exhibit 1** (the "**Premises**") which is attached and incorporated by reference herein. Tenant intends to locate its equipment facilities as described on **Exhibit 2** which is attached and incorporated by reference herein, consistent with Site Plan Permit No. CBLD 5343. This Lease is not a franchise. Any such franchise must be obtained separately from Landlord.
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements as set forth in **Exhibit 2**, which may include a suitable support structure, equipment shelters or cabinets and fencing and any other items necessary (collectively, the "**Communication Facility**") to the successful and secure use of the Premises. Tenant shall at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, industrial hygiene, environmental, and other radiation and safety requirements) in connection with Tenant's use, operation, maintenance, construction and/or installation of its Communication Facility. Tenant at its expense shall obtain all licenses, permits, and land use approvals required for Tenant's use of the Premises. Notwithstanding the foregoing, Tenant will not be required to modify the Communication Facility in response to future changes in land use laws or building codes until Tenant is otherwise required to do so under applicable law. Tenant may, prior to or after the Commencement Date, obtain a title report, perform surveys, soil tests and other engineering procedures on, under and over the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and any federal, state, and local government approvals (collectively, the "**Permitted Use**"). Tenant may not add additional equipment other than that shown on **Exhibit 2** without the prior written approval of the Landlord which approval shall not be unreasonably withheld, delayed or conditioned. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the

right to use such portions of Landlord's contiguous, adjoining or surrounding property as described on **Exhibit 1** hereto (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antenna structure which is located on the Property or adjacent property, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use as described in **Exhibit 2**. Tenant changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property.

**3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) Any renewal shall be on the same terms and conditions as are set forth in this Lease, unless otherwise agreed by both parties in writing. Landlord may deny renewal of this Lease by written notification of its intention not to renew the Lease at any time after the expiration of the first Extension Term upon 12 months prior notice.

(d) If, at least sixty (60) days prior to the end of the fourth (4<sup>th</sup>) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) extended term this Agreement shall continue in force upon the same covenants, terms and conditions from month to month. Either the Landlord or the Tenant may terminate month-to-month lease by providing thirty (30) days prior written notice to the other. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(e) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

**4. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Nine-Hundred-and No/100 Dollars (\$900.00) ("**Rent**"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout the any Extension Terms exercised, the Rent will increase by four percent (4%) over the Rent paid the previous year.

(c) Tenant also agrees to reimburse Landlord for its reasonable legal costs in preparing this Lease not to exceed one thousand dollars \$1,000.00 payable on the Commencement Date.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

**5. INSTALLATION OF EQUIPMENT.**

(a) Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Communication Facility as described on **Exhibit 2**. No additional facilities are permitted unless approved as required herein.

(b) Any damage to Landlord's Premises or property occurring during installation or maintenance of Tenant's equipment shall be Tenant's sole responsibility and shall be addressed as required in Section 17 hereof.

**6. EQUIPMENT UPGRADE.** Tenant may update or replace Communication Facility equipment from time to time with the prior written approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, provided that the replacement facilities are not greater in number or size than the existing facilities. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval. This paragraph is not intended to eliminate or in any way alter the obligation of Tenant to obtain any and all needed land use approvals and permits.

**7. CONSTRUCTION STANDARDS.** The Communication Facility shall be installed on Premises in a good and workmanlike manner without the attachment of any construction liens and in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Code and the National Electrical Safety Code. All work that does not comply with applicable construction standards shall be removed at the sole expense of the Tenant.

**8. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use, Tenant's ability to secure a lease with Antenna Landlord for space on Antenna Landlord's antenna structure and such lease remaining in full force and effect during the Term hereof, and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines in its sole discretion, due to the title report results or survey results that the condition of the Premises is unsatisfactory for Tenant's proposed use of the Premises, Tenant will have the right to terminate this Agreement upon notice to Landlord.

**9. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice if the other party defaults under any covenant or term hereof which fault is not cured within sixty (60) days of receipt of written notice of default except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord, if Tenant is unable to obtain a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure, if Tenant determines in its sole discretion that the cost of obtaining a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure is commercially unreasonable, or if the lease, license or similar agreement between Tenant and Antenna Landlord for space on Antenna Landlord's antenna structure expires or is terminated for any reason;

(d) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6, 8, 9(a) for defaults by Landlord, 9(b), 9(c), 9(d), 9(f), 9(g), 12(b) for deposits by Landlord, 13, 22, 23 or 26(j) of this Agreement; or

(f) by Landlord immediately upon written notice in the event that the Federal Communications Commission (or any governmental agency which has jurisdiction over the health impact of radio frequencies) issues a final, unappealable order which finds that electromagnetic fields emitted by equipment similar to Tenant's Communication Facility presents an unacceptable risk to public health which the parties agree, after consultation in good faith, cannot be remediated through modifications to the Communication Facility on the Premises or on the parcel of land where Tenant subleases space on the Clearwire tower; or

(g) by Landlord if Landlord reasonably determines that continued use of the Agreement violates applicable law or ordinances, except that Landlord will not have the right to terminate the Agreement if the violation of law or ordinance arises from newly adopted building, land use or zoning laws until such time that Tenant could otherwise be required by applicable non-conforming use law to comply with the newly adopted local building, land use or zoning laws.

(h) Upon termination of this Agreement for any of the reason, Tenant shall remove its equipment, personal property, Communication Facility and leasehold improvements from the Premises on or before the date of termination and shall repair any damage to the Premises caused by such equipment, normal wear and tear and casualty loss excepted. Any such property or facilities except for hazardous materials that are not removed by the end of the Term or at termination shall become the property of Landlord. It is the responsibility of the Tenant to restore the Premises to its original condition as near as practicable and to remove any hazardous materials, if any, from the site. All costs under this Section to be borne exclusively by the Tenant. In the event Tenant fails to remove the Communication Facility or any hazardous waste from the site or fails to restore the site as provided in this section, Tenant shall reimburse the Landlord for any and all costs, attorney fees and otherwise, incurred by the Landlord to perform the same.

**10. INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only

with respect to Landlord's liability arising out of its interest in the Property. Prior to Commencement Date, Tenant shall provide Landlord with reasonable evidence of Tenant's required insurance.

**11. WAIVER OF SUBROGATION.** The Landlord and Tenant agree that each waives any right of action that it may later acquire against the other party to this Agreement for loss or damage to that party's property, or to property in which that party may have an interest, to the extent that such loss is covered by any insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the loss or damage. This waiver of subrogation shall not extend to any applicable deductibles under such policy or policies.

**12. ACCEPTANCE OF THE PREMISES.**

(a) Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises except as provided in 12(b).

(b) Landlord represents that to the best of its knowledge without conducting independent investigation that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials. In addition, Landlord represents that to the best of its knowledge without conducting independent investigation that there are no hazardous materials or underground storage tanks located on the Premises. During the Term, the parties to this Agreement shall handle, store and dispose of all hazardous materials each brings onto the Premises in accordance with all federal, state and local laws and regulations. If hazardous materials are deposited as a result of any act or omission of Landlord or Tenant, the non-depositing party shall have the right to terminate this Agreement, and the depositing party shall indemnify and hold the other harmless from any and all claims arising out of such hazardous materials. For purposes of these provisions, "hazardous materials" means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations.

**13. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license, permits or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's access to the Communication Facility, or the operations of Tenant's radio frequencies and Communication Facility, or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Both parties will not use, nor will either party permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with either party's existing use or operation of radio frequencies on the Property. Any interfering party will commence work within twenty-four (24) hours after receipt of written notice of interference to cause such interference to cease within 72 hours. If the interference cannot be cured within 72 hours, the party causing interference will not operate its equipment (except for intermittent periods for testing) until the cause of such interference has been remedied.

**14. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or omissions of the Tenant its principals, employees, agents or independent contractors in performing this Agreement or

Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord, subject to the Oregon Constitution and Oregon Tort Claims Acts, agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions of Landlord its principals, employees, or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

**15. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**16. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have the reasonable right of pedestrian and vehicular access to the Premises to reach the Communication Facility twenty-four (24) hours per day, seven (7) days per week. Landlord shall have access to the Premises at reasonable times upon 24 hours prior notice to Tenant to visually examine and visually inspect the Communication Facility for safety reasons or to ensure Tenant is meeting its covenants and to ensure that Tenant shall have access twenty-four (24) hours per day, seven (7) days per week to inspect and maintain its Communication Facility on the Property.

**17. REMOVAL/RESTORATION/REPAIR.** In the event the Landlord redevelops the Property, Landlord may request relocation of the Communication Facility or the utilities to the facilities, within Landlord's Property at Tenant's sole cost and expense. Landlord agrees to coordinate such redevelopment with Tenant to prevent interference with Tenant's transmission and reception from the Premises. Said request for relocation shall be made with a minimum of twelve (12) months prior written notice. Landlord agrees to provide Tenant with a mutually acceptable location to relocate its Communication Facility or utilities on the Property. Upon relocation of the Communication Facility, the access and utility easement(s) will be relocated as required. Upon termination or expiration of this Lease, or in the event of damage to Landlord's property during installation of Equipment by Tenant, Tenant shall restore Landlord's Premises and property to their condition prior to such damage or installation within sixty (60) days of termination or damage. Upon termination or expiration of this Lease, Tenant shall remove its Communication Facility and return the Premises to their condition prior to the installation of Tenant's Communication Facility, including removal of any underground materials to a depth of sixty (60) inches below grade. Tenant shall be obligated to pay rent at the rate specified herein until such removal and restoration is complete. Tenant shall provide proof of payment of all equipment suppliers

and laborers and shall remove and hold Landlord harmless from any liens against the lease premises as a result of such removal or restoration.

**18. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of or other leasing of the Property. Tenant shall not interfere with the use of the remaining portion of the Property or any other facilities located on the Property or other equipment of other tenants. Tenant shall have sole responsibility for the maintenance, repair, and security of all its equipment, personal property, and leasehold improvements, and shall keep the same in good repair and condition during the Term. Landlord shall similarly maintain its Communication Facility if they are placed on the Premises. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or interference with other uses of the Premises or the Property.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**19. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises as allowed by law and eject all persons therefrom, and either:

(1) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of:

- A. the amount of the unpaid rent accrued through the date of termination;
- B. the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and

C. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or

(2) without terminating this Lease, relet the Lease Site, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorney fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder and, if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise.

If Tenant remains in default beyond any applicable cure period, in addition to the options listed above, Landlord will have the right to exercise any and all rights available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

**20. ASSIGNMENT/SUBLEASE.** Tenant may not assign this Lease or sublet the Premises without the prior written consent of the Landlord, unless such assignment is to a parent, subsidiary or affiliate of Tenant. Tenant shall provide Landlord written notice of such assignment or subletting thirty (30) days prior to such assignment or subletting. Such notice shall contain information regarding the name of the parent, subsidiary or affiliate to which Tenant is assigning or subletting. Prior written consent of Landlord for subletting should not be unreasonably withheld, delayed, or conditioned. Nothing in this Lease shall preclude Landlord from leasing space on Property other than the Premises for communications equipment to any person or entity which may be in competition with Tenant or any other party, consistent with the terms of this Agreement.

**21. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: PL52; Cell Site Name: Sherwood South  
Fixed Asset No: 10118909  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of such notice sent to AT&T Legal at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: PL52; Cell Site Name: Sherwood South  
Fixed Asset No: 10118909  
PO Box 97061  
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: PL52; Cell Site Name: Sherwood South  
Fixed Asset No: 10118909  
16331 NE 72nd Way  
Redmond, WA 98052-7827  
New Cingular Wireless PCS, LLC

If to Landlord:           City Manager's Office  
                                  City of Sherwood Oregon  
                                  22560 SW Pine Street  
                                  Sherwood OR 97140

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**22. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**23. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty, not caused by the Tenant, which renders the Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time

as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

**24. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**25. TAXES.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Lease Site. Tenant shall pay any increase in real estate taxes caused by the improvements constructed thereon by Tenant and/or the activities of Tenant. In the event the real estate tax assessment on Landlord's property reflects Tenant's improvements and/or activities, Landlord agrees to provide Tenant in a timely manner a copy of the assessment.

**26. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such

defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be effective as of the last date written below.

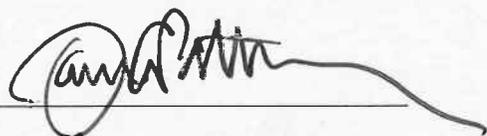
**"LANDLORD"**

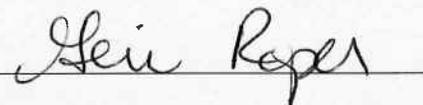
The City of Sherwood Oregon,  
An Oregon municipal corporation

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: 

By: 

Print Name: James A. Patterson

Print Name: Geri Roper

City Manager  
Its: Sherwood, Oregon 97140

Its: Area Manager, Const & Engr

Date: 7-26-2011

Date: 7/13/11

**TENANT ACKNOWLEDGMENT**

STATE OF Oregon )  
COUNTY OF Washington ) ss:

On the 13<sup>th</sup> day of July 2011 before me personally appeared Geri Roper,

and acknowledged under oath that she is the AREA MGR C&E of AT&T Mobility Corporation, the Manager of Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of New Cingular Wireless PCS, LLC.

Charlotte Clarke  
Notary Public

Charlotte Clarke  
Signature of Notary Public

My Commission Expires: 7/11/14



**LANDLORD ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF WASHINGTON ) ss:

I CERTIFY that on ~~February~~ July 26<sup>th</sup>, 2011 James Patterson personally came before me and acknowledged under oath that he:

- (a) is the City Manager of the City of Sherwood Oregon, the Municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the City of Sherwood and
- (c) executed the instrument as the act of the City of Sherwood.

Kristina Ouellette  
Notary Public

Kristina Ouellette  
Signature of Notary Public

My Commission Expires: May 15<sup>th</sup> 2015



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 1

to the Agreement dated July 26, 2011, by and between the City of Sherwood Oregon, an Oregon Municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Map & Lot 2S132DB00700, Assessor's Parcel #R557551:

Beginning at a point which is 20 feet South and 40 rods East of the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said point of beginning being the Northeast corner of that tract of land conveyed to Gordon H. Snyder in Book 186, page 275, of Deed Records of Washington County, Oregon; thence running South along the East line of said Snyder Tract 260 feet; thence West parallel with the North line of said Snyder Tract, 220 feet; thence North parallel with the East line of said Snyder Tract 260 feet to the North line of the Snyder Tract, said North line also being the South line of East Division Street; thence East 220 feet along said North line of the Snyder Tract to the point of beginning.

AND

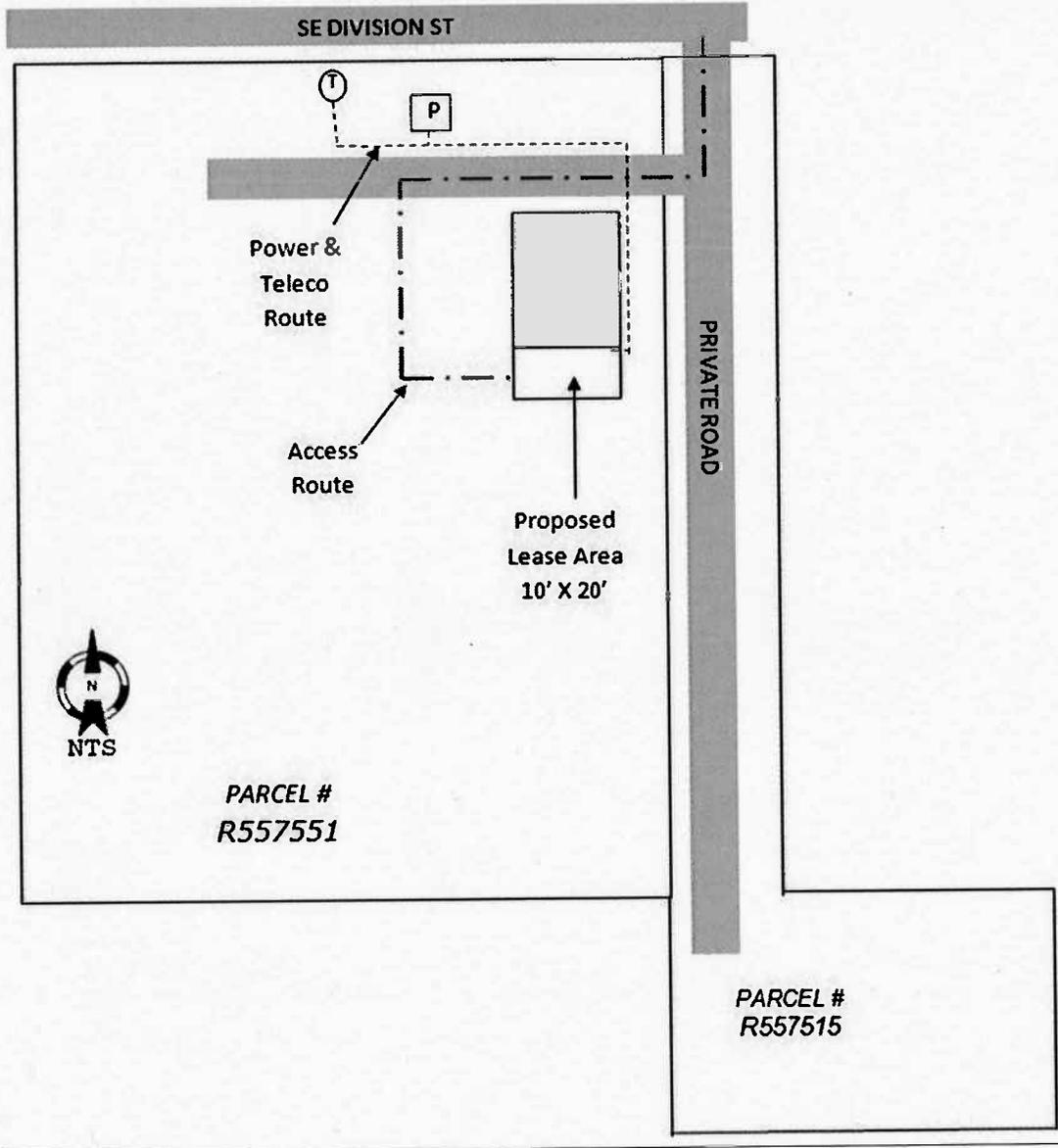
Map & Lot 2S132DB00600, Assessor's Parcel #R557515:

Beginning at the center of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, thence North 88 degrees 21 minutes East 680.2 feet, South 0 degrees 36 minutes to the true point of beginning, thence continuing South 0 degrees 36 minutes East 205.63 feet, thence West 10 feet, North 205.63 feet to the South line of Division Street, thence East along the South line of Division Street to the point of beginning.

**EXHIBIT 2**  
**DESCRIPTION OF PREMISES**  
Page 1 of 26

This Cell site will be build as per the CD's that have been approved by the city of Sherwood and the build permit granted by the city. In addition, the antennae mounting design will be changed from the 78 inch arms to the 36 inch arms as per the cut in sheets inserted in the CD's and approved by the city.

The utility route will be executed as per the utility easement, granted by the city of Sherwood.



## MEMORANDUM OF LEASE

**Prepared by:**

Goodman Networks, Inc.  
7360 SW Hunziker St. Suite 206  
Portland, Oregon 97223

**Return to:**

New Cingular Wireless PCS, LLC  
Network Real Estate Administration  
Site #PL52 "Sherwood South"  
Washington County Oregon  
Fixed Asset #: 10118909  
6100 Atlantic Boulevard  
Norcross, Georgia 30071

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 26 day of July, 2011 by and between the City of Sherwood Oregon, an Oregon Municipal corporation having a mailing address of 22560 SW Pine Street, Sherwood Oregon 97140 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Additional Ground Space Lease Agreement ("**Agreement**") on the 26 day of July 2011 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew subject to the provisions of Section 3 of the Agreement.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** attached and incorporated by reference hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD" The City of Sherwood Oregon,  
An Oregon municipal corporation

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

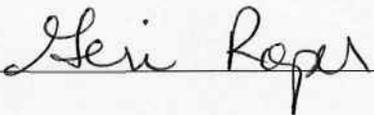
Print Name: James Patterson

Its: City Manager

Date: 7-26-2011

"TENANT"  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

Print Name: Geri Roper

Its: Area Manager, Construction & Engineering

Date: 7/13/11

**TENANT ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Washington) ss:

On the 13<sup>th</sup> day of July 2011 before me personally appeared Ger. Roper  
and acknowledged under oath that he is the AREA MGR C&E of AT&T Mobility Corporation, the manager of the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the New Cingular Wireless PCS, LLC.

Charlotte Clarke  
Notary Public

Charlotte Clarke  
Signature of Notary Public

My Commission Expires: 7/11/14



**LANDLORD ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF WASHINGTON ) ss:

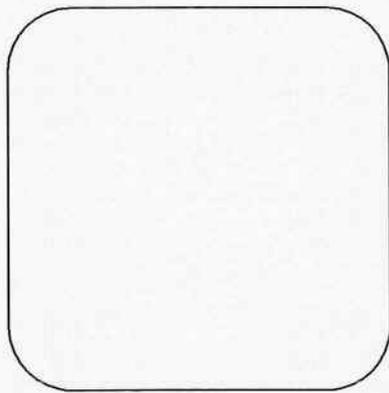
I CERTIFY that on July 26<sup>th</sup> 2011 James Patterson personally came before me and acknowledged under oath that he:

- (a) is the City Manager of the City of Sherwood Oregon, the Municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the City of Sherwood and
- (c) executed the instrument as the act of the City of Sherwood.

Kristina Duquette  
Notary Public

Kristina Duquette  
Signature of Notary Public

My Commission Expires: May 15<sup>th</sup> 2015



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 1

to the Agreement dated \_\_\_\_\_, 2011, by and between the City of Sherwood Oregon, an Oregon Municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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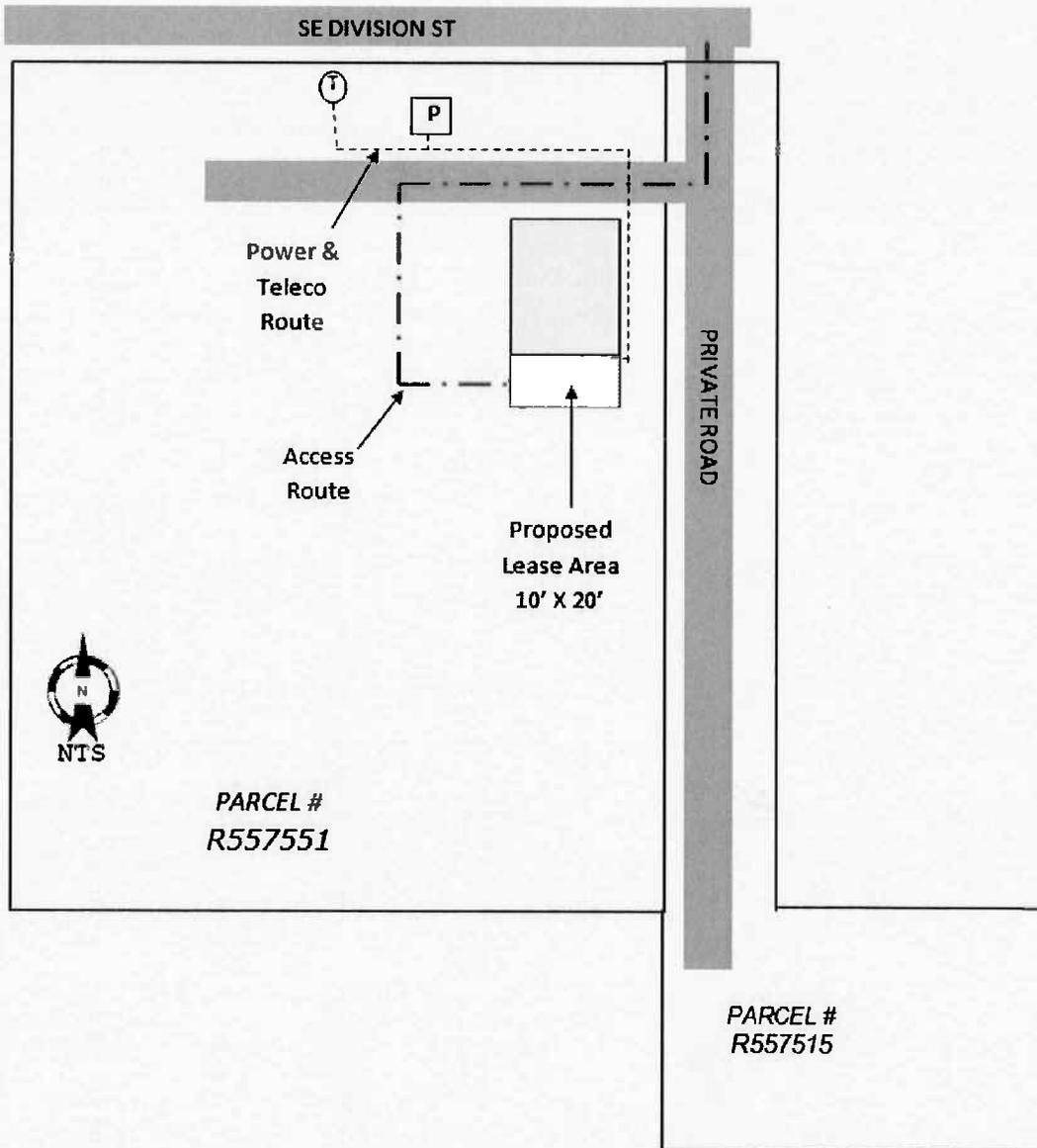
Beginning at a point which is 20 feet South and 40 rods East of the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said point of beginning being the Northeast corner of that tract of land conveyed to Gordon H. Snyder in Book 186, page 275, of Deed Records of Washington County, Oregon; thence running South along the East line of said Snyder Tract 260 feet; thence West parallel with the North line of said Snyder Tract, 220 feet; thence North parallel with the East line of said Snyder Tract 260 feet to the North line of the Snyder Tract, said North line also being the South line of East Division Street; thence East 220 feet along said North line of the Snyder Tract to the point of beginning.

AND

Map & Lot 2S132DB00600, Assessor's Parcel #R557515:

Beginning at the center of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, thence North 88 degrees 21 minutes East 680.2 feet, South 0 degrees 36 minutes to the true point of beginning, thence continuing South 0 degrees 36 minutes East 205.63 feet, thence West 10 feet, North 205.63 feet to the South line of Division Street, thence East along the South line of Division Street to the point of beginning.

**EXHIBIT 2**  
**DESCRIPTION OF PREMISES**  
Page 1 of 1





Website   
 eCatalog

[eCatalog](#) [Solutions by Market](#) [Brands](#) [Products](#) [Documentation](#) [Support](#) [About Us](#) [News Center](#)

**Search Catalog**

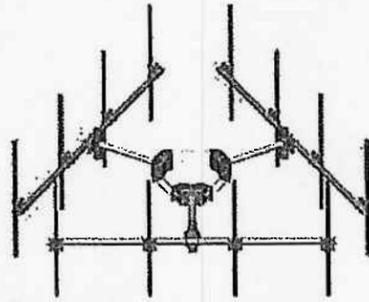
Search Criteria:  
 MC-K12s-9-96  
 Co-Location Mounts only

Current Search Selection:  
 'MC-K12s-9-96'

[Reset Search](#)

[eCatalog](#) > [Andrew](#) > [Steel Products](#) > [Monopole Applications](#) > [Co-Location Mounts](#) > MC-K12S-9-96

**MC-K12S-9-96**



[Photo Gallery](#)

Monopole Co-location T-Frame Kit, 10 in to 30 in OD, 12 ft face, Includes pipe

[Download Specifications](#)  
 with Included Products  
[Email](#)

[Specifications](#) [Related Products](#) [Documents/Tools](#)

**Dimensions**

Face Width	3.8 m   12.5 ft
Mounting Diameter, maximum	762.0 mm   30 in
Mounting Diameter, minimum	254.0 mm   10 in
Outer Diameter	60.3 mm   2 3/8 in
Height	2438.4 mm   96.0 in
Length	914.4 mm   36.0 in
Weight	511.3 kg   1127.1 lb
Width	3810.0 mm   150.0 in

**Environmental Specifications**

EPA with 1/2 in (12 mm) radial ice	1.3 m <sup>2</sup>   14.5 ft <sup>2</sup>
EPA without ice	1.1 m <sup>2</sup>   11.4 ft <sup>2</sup>
Man Rating	250 lb vertical man load at 15 mph (BWS)
Wind Rating	120 mph (BWS) at 150 ft AGL   140 mph (3-second gust) at 150 ft AGL using Exposure D per FBC
Wind Rating Criteria	Four 72 in x 8 in panel antennas per sector
Wind Rating Test Method	TIA/EIA-222-G

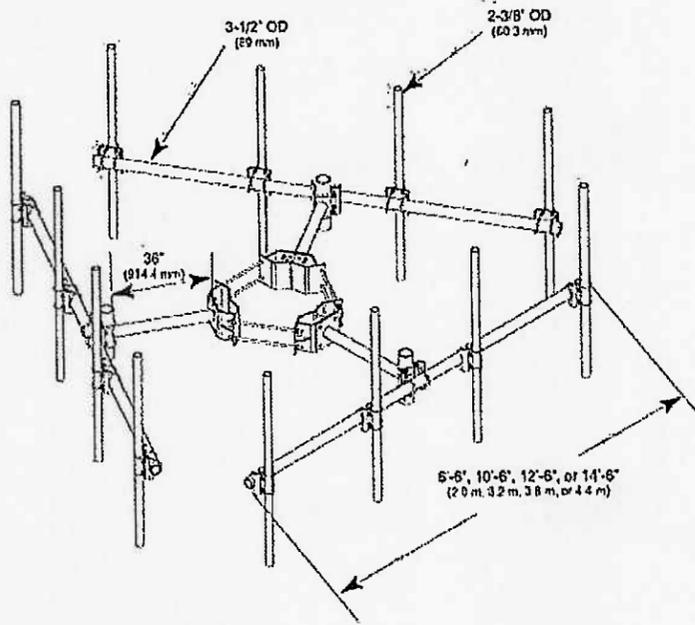
**General Specifications**

Product Type	Co-location t-frame kits
Pipe Length	2438.4 mm   96.0 in
Pipe, quantity	9
Includes	Cellular pipe frames   Pipe mounts   Ring mount   Stand-off arms
Material Type	Hot dip galvanized steel
Mounting	Monopole, 254-762 mm (10-30 in) OD
Package Quantity	1
Sectors, quantity	3
Stand-off Distance	914.4 mm   36.0 in

**Outline Drawing**

Select Language | ▼

Click on Image below to enlarge.



**Regulatory Compliance/Certifications**

Agency	Classification
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system

**Included Products**

-  MT-651-96  
Plain End Pipe, 2-3/8 in OD x 96 in
-  MT-219-H  
Pipe Mount Hardware Kit
-  MC-K12S-B  
Monopole Co-location T-Frame Kit, 10 in to 30 in OD, 12 ft face

[Blog](#) | [Contact Us](#) | [Careers](#) | [My CommScope](#) | [Support](#) | [Terms of Service](#)



APPROVED  
CITY OF SHERWOOD  
BUILDING DEPT.

\*ELECT PERMIT FROM  
WA. CO. REQ.

PERMIT # CBUD 5343 DATE 8-2-10  
ADDRESS 15288 SW DIVISION ST  
PROJECT ANTENNA ADDITION APPR BY [Signature]  
FOR PLATEFORM  
@ SUNSET PARK

APPROVED PLANS  
TO BE ON SITE  
DURING INSPECTIONS



*SPECIAL INSPECTIONS  
REQ. SEE P. 6-1*

JOB SITE

Received  
CBUD 5343

JUL 27 2010

By: Building Dept. [Signature]

SHERWOOD SOUTH  
15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY  
PL52

APPROVED  
Planning  
CITY OF SHERWOOD  
BY: [Signature] DATE: 8-2-10

PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AT&T WIRELESS, LLC. SERVICES IS STRICTLY PROHIBITED.



PROJECT CONSULTANTS  
Goodman Networks

PLANS PREPARED BY:  
CORNERSTONE ENGINEERING, INC.  
16928 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE: 425.487.1732 FAX: 425.487.1734  
EMAIL: cel@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:  
PL52  
SHERWOOD SOUTH  
15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:  
90% PCD'S

REV.	DATE	DESCRIPTION	BY	CHK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
1	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: [Signature] CHK.: [Signature] APV.: [Signature]

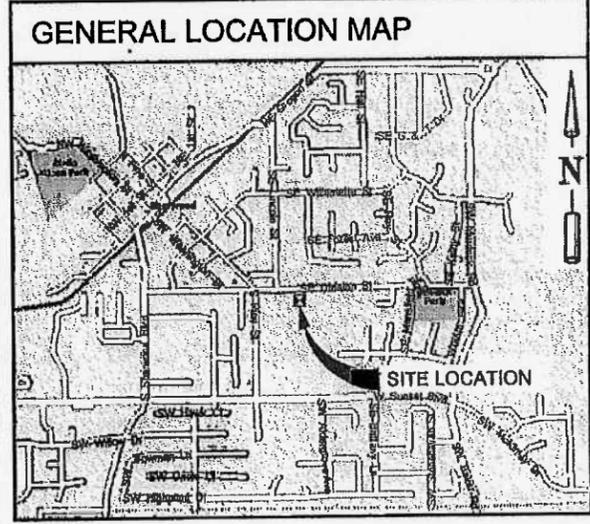
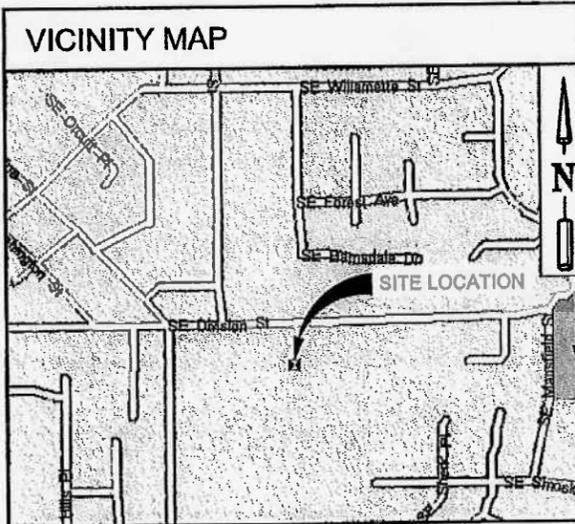
CURRENT ISSUE DATE:  
07-26-10



DRAWING INFORMATION:  
DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:  
TITLE SHEET

DRAWING NUMBER:  
T-1 0  
CEI JOB NUMBER: 10-69007



PROJECT INFORMATION

**APPLICANT:**  
AT&T MOBILITY CORPORATION  
18801 SW 72ND AVE.  
TUALATIN, OR 97062  
CONTACT: GERI ROPER  
PH: 503-691-5019

**PROJECT ENGINEER:**  
CORNERSTONE ENGINEERING, INC.  
16928 WOODINVILLE-REDMOND RD N.E. SUITE 210  
WOODINVILLE, WA 98072  
MARK W OLSON, P.E.  
PH: (425) 487-1732  
FAX: (425) 487-1734

**PROPERTY OWNER:**  
CITY OF SHERWOOD  
22560 SW PINE STREET  
SHERWOOD, OR 97140  
(503) 625-5722

**TOWER OWNER:**  
CLEARWIRE, LLC.  
(425) 216-7894

**PROJECT CONSULTANTS:**  
GOODMAN NETWORKS  
7380 SW HUNZIKER RD, SUITE 208  
PORTLAND, OR 97223

**PROJECT MANAGER:**  
SARAH GRANT  
(214) 471-3931  
sgrant@goodmannetworks.com

**SITE ACQUISITION:**  
STEPHEN BERNOT  
(503) 200-2227  
svb@svbnet.net

**ZONING AGENT:**  
STEPHEN BERNOT  
(503) 200-2227  
svb@svbnet.net

**CONSTRUCTION COORDINATOR:**  
SCOTT HEFT  
(971) 832-1133  
sheft@goodmannetworks.com

**CODE INFORMATION:**  
ZONING CLASSIFICATION: INDUSTRIAL & PUBLIC (IP)  
BUILDING CODE: IBC 2009  
CONSTRUCTION TYPE: TELECOMMUNICATIONS  
OCCUPANCY: UNOCCUPIED  
JURISDICTION: CITY OF SHERWOOD  
PROPOSED BUILDING USE: TELECOMM

**SITE LOCATION: (BASED ON NAD 83)**  
LATITUDE: 45° 21' 10.88" N (45.3530)  
LONGITUDE: 122° 50' 02.25" W (122.8339)  
TOP OF STRUCTURE: 120'-5" AGL  
BASE OF STRUCTURE: 387'-0" AMSL

**PARCEL NUMBER:**  
28132DB00700

**AREA OF PARCEL:**  
57,281 SQ. FT.  
(1.31 ACRES)

**NEW IMPERVIOUS AREA:**  
200 SQ. FT.

**GENERAL INFORMATION:**  
1. PARKING REQUIREMENTS ARE UNCHANGED. (NON ASSIGNED TECH PARKING)  
2. TRAFFIC IS UNAFFECTED.  
3. SIGNAGE IS PROPOSED.

**PROJECT DESCRIPTION:**  
AT&T MOBILITY SEEKS TO ADD ANTENNAS TO AN EXISTING 120'-0" MONOPOLE. EQUIPMENT SHALL BE LOCATED WITHIN A 10'-0" x 20'-0" FENCED LEASE AREA SURROUNDED BY A 5'-0" LANDSCAPING BUFFER.

DRAWING INDEX

DWG. NO.	DESCRIPTION
T-1	TITLE SHEET
G-1	GENERAL NOTES
C-1	CIVIL SURVEY SITE DETAIL
A-1	SITE PLAN
A-1.1	ENLARGED SITE & ANTENNA PLAN
A-2	SOUTH ELEVATION
A-3	EQUIPMENT ELEVATION & DETAILS
A-3.1	EQUIPMENT SPECS
A-3.2	ANTENNA & MHA DETAILS
A-4	CONSTRUCTION DETAILS
A-4.1	CONSTRUCTION DETAILS
A-4.2	CONSTRUCTION DETAILS
A-4.3	ANTENNA PLATFORM DETAILS
A-4.4	CONSTRUCTION DETAILS
A-5.0	CONSTRUCTION DETAILS
RF-1	ANTENNA SWEEP TEST
RF-2	ANTENNA SECTOR LAYOUT & COAX COLOR CODING
E-1	UTILITY PLAN & DETAILS
E-2	ELECTRICAL/TELCO DETAILS
E-2.1	POWER ONE-LINE DIAGRAM
E-3	SCHEMATIC GROUNDING PLAN
E-3.1	GROUNDING DETAILS
E-3.2	GROUNDING DETAILS & NOTES

DRIVING DIRECTIONS

START AT 18801 SW 72ND AVE, TUALATIN GOING TOWARD SW SAGERT ST - GO 0.1 MI. TURN RIGHT ON SW SAGERT ST - GO 0.4 MI. TURN RIGHT ON SW MARTINAZZI AVE. TURN LEFT ON SW MOHAWK ST - GO 0.2 MI. TURN RIGHT ON SW BOONES FERRY RD - GO 0.2 MI. TURN LEFT ON SW TUALATIN-SHERWOOD RD - GO 2.8 MI. TURN LEFT ON SW OREGON ST - GO 0.7 MI. TURN LEFT ON SW MURDOCK RD - GO 0.8 MI. TURN RIGHT ON SW UPPER ROY ST - GO 0.1 MI. TURN LEFT ON SW MANSFIELD ST. TURN RIGHT ON SW DIVISION ST - GO 0.2 MI. ARRIVE AT 15288 SW DIVISION ST, SHERWOOD, ON THE LEFT.

APPROVAL / SIGN OFF OF DRAWINGS

CONSULTANT GROUP SIGN OFF	DATE	SIGNATURE	AT&T SIGN OFF	DATE	SIGNATURE
CONSTRUCTION COORDINATOR			RF ENGINEER		
LANDLORD'S REPRESENTATIVE			INTERCONNECT		
PROJECT MANAGER			OPERATIONS		
SITE ACQUISITION			COMPLIANCE		
ZONING			CONSTRUCTION MANAGER		
			PROJECT MANAGER		

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

LEGAL DESCRIPTION  
SEE C-1 FOR LEGAL DESCRIPTION

UTILITIES

**POWER COMPANY:**  
PGE  
PH: (800) 542-8818

**TELCO COMPANY:**  
FRONTIER TELEPHONE  
PH: (503) 643-1001

**GENERAL NOTES:**

- DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. THIS SET OF DOCUMENTS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY. UNLESS NOTED OTHERWISE, THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS DEEMED NECESSARY TO COMPLETE PROJECT AS DESCRIBED IN THE DRAWINGS AND OWNER'S PROJECT MANUAL.
- PRIOR TO THE SUBMISSION OF BIDS, CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS SHALL VISIT THE CONSTRUCTION SITE WITH THE ARCHITECT/ENGINEER AND CONTRACT DOCUMENTS TO VERIFY FIELD CONDITIONS AND CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER VERBALLY AND IN WRITING.
- THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. OMISSIONS OR ERRORS IN THE DRAWINGS AND/OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VIDEONET'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
- GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. THIS SET IS A VALID CONTRACT DOCUMENT ONLY IF THE TITLE SHEET IS STAMPED "FOR CONSTRUCTION" AND EACH SUCCESSIVE SHEET BEARS THE ARCHITECT'S SIGNED WET STAMP.
- THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
- SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.
- CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
- CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
- CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.
- THE CONTRACTOR SHALL PROVIDE AT&T WIRELESS, LLC PROPER INSURANCE CERTIFICATES NAMING AT&T WIRELESS, LLC AS ADDITIONAL INSURED, AND AT&T WIRELESS, LLC PROOF OF LICENSE(S) AND PE & PD INSURANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING ALL INSPECTIONS.
- CAUTION! CALL BEFORE YOU DIG! BURIED UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE ONE-CALL UTILITY LOCATE SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. DIAL 811.
- CONTRACTOR TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AND SUBMIT TO AT&T WIRELESS, LLC ALONG WITH REDLINED CONSTRUCTION SET.
- CONTRACTOR TO DOCUMENT ALL CHANGES MADE IN THE FIELD BY MARKING UP (REDLINING) THE APPROVED CONSTRUCTION SET AND SUBMITTING THE REDLINED SET TO AT&T WIRELESS, LLC UPON COMPLETION.
- FOR COLLOCATION SITES, CONTACT TOWER OWNER REPRESENTATIVE FOR PARTICIPATION IN BID WALK.
- GENERAL CONTRACTOR IS TO COORDINATE ALL POWER INSTALLATION WITH POWER COMPANY AS REQUIRED. CONTRACTOR TO REPORT POWER INSTALLATION COORDINATION SOLUTION(S) TO NETWORK CARRIER REPRESENTATIVE, PROJECT CONSTRUCTION MANAGER AND ARCHITECT.
- ANY SUBSTITUTIONS OF MATERIALS AND/OR EQUIPMENT, MUST BE APPROVED BY AT&T CONSTRUCTION MANAGER.
- IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE PENETRATION OF EXISTING ROOFING MATERIALS OCCUR, THE GENERAL CONTRACTOR SHALL COORDINATE WITH BUILDING OWNER AND BUILDING ROOFING CONTRACTOR OF RECORD FOR INSTALLATION, PATCH, REPAIR OR ANY AUGMENTATION TO THE ROOF, AND HAVE THE WORK GUARANTEED UNDER THE ROOFING CONTRACTOR'S WARRANTY FOR MOISTURE PENETRATION OR AND OTHER FUTURE BREACH OF ROOFING INTEGRITY.
- IN THE CASE OF ROOFTOP SOLUTIONS WITH THE INSTALLATION OF ANTENNAS WITHIN CONCEALED (SHROUDED) SUPPORT FRAMES OR TRIPODS THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE FRP DESIGNER/FABRICATOR TO ENSURE THAT THE FINAL FRP SHROUD IS SIMULATING (IN APPEARANCE) DESIGNATED EXISTING EXTERIOR BUILDING FACADE MATERIALS, TEXTURES, AND COLORS. THE CONTRACTOR SHALL FURTHERMORE ENSURE THE USE OF COUNTERSUNK FASTENERS IN ALL FRP CONSTRUCTION. WHEN PHOTO SIMULATIONS ARE PROVIDED, THE CONTRACTOR SHALL ENSURE THAT FINAL CONSTRUCTION REPRESENTS WHAT IS INDICATED IN PHOTO SIMULATIONS. SHOP DRAWINGS SHALL BE PROVIDED TO THE GENERAL CONTRACTOR, CONSTRUCTION COORDINATOR, AND ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION.

**GENERAL NOTES (CONT'D):**

- IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE ANCHORING TO A CONCRETE ROOF SLAB IS REQUIRED, CONTRACTORS SHALL CONFIRM PRIOR TO SUBMITTING BID) WITH CONSULTING CONSTRUCTION COORDINATOR AND ARCHITECT THE PRESENCE OF POST TENSION TENDONS WITHIN THE ROOF SLAB - RESULTING FROM AN UNDOCUMENTED DESIGN CHANGE IN THE EXISTING BUILDING "AS-BUILT DRAWING SET" - HAVING INDICATED AN ORIGINAL DESIGN SOLUTION OF REINFORCED CONCRETE WITH EMBEDDED STEEL REBAR. IN THE EVENT POST TENSION SLAB SOLUTION IS PRESENT, CONTRACTOR SHALL INCLUDE PROVISIONS FOR X-RAY PROCEDURES (INCLUDED IN BID) FOR ALL PENETRATION AREAS WHERE ANCHORING OCCURS.
- GENERAL & SUB CONTRACTORS SHALL USE STAINLESS STEEL METAL LOCKING TIES FOR ALL CABLE TRAY TIE DOWNS AND ALL OTHER GENERAL TIE DOWNS (WHERE APPLICABLE). PLASTIC ZIP TIES SHALL NOT BE PERMITTED FOR USE ON AT&T PROJECTS. RECOMMENDED MANUFACTURE SHALL BE: PANDUIT CORP. METAL LOCKING TIES MODEL NO. MLT45-CP UNDER SERIES-304 (OR EQUAL) PANDUIT PRODUCT DISTRIBUTED BY TRIARC OF TACOMA, WA.

**DESIGN CRITERIA:**

- THE STRUCTURAL DESIGN OF THIS PROJECT IS IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE 2009 WITH OREGON STATE BUILDING CODE AMENDMENTS (2009 IBC)
- DESIGN LOADS:**  
DESIGN DATA FOR WASHINGTON COUNTY, OR:  
-ROOF SNOW LOAD \_\_\_\_\_ N/A (NOT A ROOFTOP SOLUTION)  
-BASIS WIND SPEED \_\_\_\_\_ 64.5 MPH (3 SEC GUST)  
-WIND EXPOSURE \_\_\_\_\_ B

**STRUCTURAL STEEL NOTES:**

- SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION.
- STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON THE A.I.S.I. "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION. SUPERVISION SHALL BE IN ACCORDANCE WITH 2009 IBC CHAPTER 22, BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE CONSULTANT. THE CONSULTANT SHALL BE FURNISHED WITH A COPY OF ALL INSPECTION REPORTS AND TEST RESULTS.
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:  
TYPE OF MEMBER  
A. WIDE FLANGE SHAPE  
B. OTHER SHAPE, PLATES AND ROD  
C. PIPE COLUMNS  
D. STRUCTURAL TUBING  
E. ANCHOR BOLTS  
F. CONNECTION BOLTS
- ALL MATERIAL TO BE HOT DIPPED GALVANIZED AFTER FABRICATION PER A123/A123M-00.
- ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.I. AND AWS STANDARDS AND SHALL BE PERFORMED BY A B.O. CERTIFIED WELDERS USING E70 XX ELECTRODES. ONLY PREQUALIFIED WELDS (AS DEFINED BY AWS) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN ELECTRODES. WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING E70 XX ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTE FOR MATERIAL REQUIREMENTS OF WELDED BARS.
- COLD-FORMED STEEL FRAMING MEMBERS SHALL BE OF THE SHAPE, SIZE, AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE A.I.S.I. "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
- BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIA.) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
- NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
- ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE DESIGN & CONSTRUCTION SPECIFICATION AND IN ACCORDANCE WITH ASTM A36 UNLESS NOTED OTHERWISE.
- ALL WELDS TO BE 1/4" FILLET UNLESS NOTED OTHERWISE.
- TOUCH UP ALL FIELD DRILLING AND WELDING WITH 2 COATS OF GALVAON (ZINC RICH PAINT) OR APPROVED EQUAL.

**TOWER/POLE NOTES:**

- VERIFICATION THAT THE PROPOSED TOWER/POLE CAN SUPPORT THE PROPOSED ANTENNA LOADING IS TO BE DONE BY OTHERS.
- PROVIDE SUPPORTS FOR THE ANTENNA COAX CABLES TO THE ELEVATION OF ALL INITIAL AND FUTURE ANTENNAS. ANTENNA COAX CABLES ARE TO BE SUPPORTED AND RESTRAINED AT THE CENTERS SUITABLE TO THE MANUFACTURER'S REQUIREMENTS.

**AT&T CONDITIONS OF APPROVAL:**

- COMPLIANCE WITH THE CONDITIONS OF APPROVAL IS THE RESPONSIBILITY OF THE DEVELOPER.
- THIS LAND USE APPROVAL SHALL SUBSTANTIALLY COMPLY WITH THE SUBMITTED PRELIMINARY SITE PLANS DATED FEBRUARY 2, 2010 AND PREPARED BY EXCEPT AS MODIFIED IN THE CONDITIONS SPECIFIED IN THIS DECISION.
- THE DEVELOPER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PRIVATE AND PUBLIC FACILITY IMPROVEMENTS.
- UNLESS SPECIFICALLY EXEMPTED IN WRITING BY THE FINAL DECISION, THE DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE CITY OF SHERWOOD AND OTHER APPLICABLE AGENCY CODES AND STANDARDS EXCEPT AS MODIFIED HEREIN.
- ADDITIONAL DEVELOPMENT OR CHANGE OF USE WILL REQUIRE A NEW DEVELOPMENT APPLICATION AND APPROVAL.
- THE CELLULAR FACILITY APPROVED BY THIS APPLICATION SHALL BE OPERATED SO THAT IT DOES NOT IMPED, IMPAIR, OR NEGATIVELY IMPACT THE COMMUNICATION ABILITIES OF ANY PUBLIC SAFETY OR EMERGENCY RESPONSE ORGANIZATION SERVING THE PUBLIC WITHIN THE CITY'S JURISDICTIONAL LIMITS.
- IF ANY TREES ARE TO BE REMOVED, SUBMIT AN ARBORIST'S REPORT AND MITIGATION PLAN TO THE PLANNING DEPARTMENT FOR REVIEW AND APPROVAL. MITIGATION IS REQUIRED ON A 1 1/2 CALIPER INCH RATIO.

**CONCRETE NOTES:**

1 ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318

2 CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE 2009 IBC. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS:

TYPE OF CONSTRUCTION	28 DAY STRENGTHS (f'c)	W/C RATIO	MINIMUM CEMENT CONTENT PER CUBIC YARD
A. SLABS ON GRADE TOPPING SLABS CONCRETE PIERS	2,400 PSI	≤ .45	
B. ALL STRUCTURAL CONCRETE EXCEPT WALLS	4,000 PSI	≤ .45	5 1/2 SACKS
C. CONCRETE WALLS	4,000 PSI	≤ .45	6 1/2 SACKS

CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE I U.N.O. 6 1/2 SACKS

- THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
- ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM C260, C494, C618, C890 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE 2009 IBC.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENT S1) GRADE 60, fy=60,000 PSI. EXCEPTIONS: ANY BARS SPECIFICALLY SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, fy=40,000 PSI. GRADE 60 REINFORCING BARS INDICATED ON DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A W.S. D14 ARE SUBMITTED.
- REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 318 AND 318-LAP. ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0" PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0" LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
- SPIRAL REINFORCEMENT SHALL BE PLAIN WIRE CONFORMING TO ASTM A618, GRADE 60, fy=60,000 PSI.
- NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE CONSULTANT.
- CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS:  
- FOOTINGS AND OTHER UNFORMED SURFACES, EARTH FACE 3"  
- FORMED SURFACES EXPOSED TO EARTH OR WEATHER (4# BARS OR LARGER) 2"  
(#5 BARS OR SMALLER) 1 1/2"  
- SLABS AND WALLS (INTERIOR FACES) 3/4"
- BARS SHALL BE SUPPORTED ON CHAIRS OR DOBIE BRICKS.
- ANCHOR BOLTS TO CONFORM TO ASTM A307.
- NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURER AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (3,000 PSI MINIMUM).
- ALL EXPANSION ANCHORS TO BE HILTI BRAND. ADHESIVE ANCHORS REQUIRE TESTING TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER.

**ABBREVIATED ROOF TOP SAFETY PROCEDURES (WHEN APPLICABLE):**

(AS PER "ACCIDENT PREVENTION PROGRAM" - BY PERMISSION OF WREN CONSTRUCTION, INC. - 03/01/00)

**FALL PROTECTION METHODS AND EQUIPMENT ROOF TOP INSTALLATIONS**

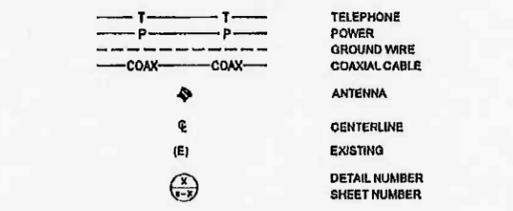
- FOR WORK IS BEING PERFORMED WITHIN 25' OF AN UNPROTECTED ROOF EDGE, THE CONSTRUCTION SUPERVISOR SHALL DESIGNATE A TRAINED SAFETY MONITOR TO OBSERVE THE MOVEMENTS AND ACTIVITIES OF THE CONSTRUCTION WORKERS.
- SAFETY MONITOR SHALL WARN CONSTRUCTION WORKERS OF HAZARDS (IE, BACKING UP TOWARD A ROOF EDGE, ETC.) OR UNSAFE ACTIVITIES. THE SAFETY MONITOR MUST BE ON THE SAME ROOF AND WITHIN VISUAL AND VERBAL DISTANCE OF THE CONSTRUCTION WORKERS.
- CONSTRUCTION INVOLVING WORKERS TO APPROACH WITHIN 6' OR LESS OF AN UNPROTECTED ROOF EDGE, REQUIRES WORKERS TO USE SAFETY LINE.
- SAFETY LINE SHALL BE MINIMUM 1/2" DIAMETER NYLON, WITH A NOMINAL TENSILE STRENGTH OF 6400 LBS.
- SAFETY LINE SHALL BE ATTACHED TO A SUBSTANTIAL MEMBER OF THE STRUCTURE.
- SAFETY LINE LENGTH SHALL BE SET ALLOWING CONSTRUCTION WORKER TO REACH EDGE OF ROOF, BUT NOT BEYOND.
- SAFETY BELTS SHALL BE WORN BY ALL CONSTRUCTION WORKERS.
- MONTHLY SAFETY INSPECTION AND MAINTENANCE OF THE FALL PROTECTION EQUIPMENT SHALL OCCUR BY THE SAFETY COMMITTEE REPRESENTATIVES INCLUDING:  
INSPECTION OF CONSTRUCTION AREA FOR HAZARDS  
USE OF AN INSPECTION CHECKLIST  
INTERVIEWING WORKERS REGARDING SAFETY CONCERNS  
REPORTING AND DOCUMENTING ANY HAZARDS  
REPORTING HAZARDS TO THE SAFETY COMMITTEE FOR CONSIDERATION  
POSTING RESULTS OF INSPECTION AND ANY ACTION TAKEN  
RECEIVING AN UNBIASED REVIEW OF ONE'S OWN WORK AREA BY ANOTHER COWORKER SAFETY REPRESENTATIVE

REFER TO ROOFTOP WORK AREA SAFETY PROTOCOL NATIONAL ASSOCIATION OF TOWER ERECTOR'S 2000 PUBLICATION

REFERENCED OSHA REGULATIONS/STANDARDS SHALL BE REVIEWED BY TOWERERECTOR'S, EQUIPMENT INSTALLERS, AND TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS  
29 CFR 1926.600 - SCOPE, APPLICATION, AND DEFINITIONS  
29 CFR 1926.601 - DUTY TO HAVE FALL PROTECTION  
19 CFR 1926.602 - FALL PROTECTION SYSTEMS CRITERIA AND PRACTICES

**SYMBOLS AND ABBREVIATIONS**

AC	AIR CONDITIONING	LBS	POUNDS
AGL	ABOVE FINISH GRADE	MAX	MECHANICAL
APPROX	APPROXIMATELY	MECH	METAL
BLDG	BUILDING	MFR	MANUFACTURE
BLK	BLOCKING	MGR	MANAGER
CLG	CEILING	MIN	MINIMUM
CLR	CLEAR	MISC	MISCELLANEOUS
CONC	CONCRETE	NA	NOT APPLICABLE
CONST	CONSTRUCTION	NIS	NOT IN CONTRACT
CONT	CONTINUOUS	OD	ON CENTER
		OD	OUTSIDE DIAMETER
		PLYWD	PLYWOOD
		PROP	PROJECT
		PT	PROPERTY
		REQ	PRESSURE TREATED
		RM	REQUIRED
		RO	ROUGH OPENING
		SHT	SHEET
		SIM	SIMILAR
		SPEC	SPECIFICATION
		SF	SQUARE FOOT
		SS	STAINLESS STEEL
		STL	STEEL
		STRUCT	STRUCTURAL
		STD	STUD
		SUSP	SUSPENDED
		THRU	THROUGH
		TANG	TINNED
		TYP	TYPICAL
		UNO	UNLESS NOTED OTHERWISE
		VERT	VERTICAL
		VIF	VERIFY IN FIELD
		W	WITH
		W/O	WITHOUT
		WP	WATER PROOF



**SPECIAL INSPECTIONS:**

SPECIAL INSPECTIONS IN ACCORDANCE WITH IBC 2009 SECTION 1704.

- SOILS/GEOTECHNICAL:**
- SHORING INSTALLATION AND MONITORING
  - OBSERVE AND MONITOR EXCAVATION
  - VERIFY SOIL BEARING \_\_\_\_\_ psf BEARING
  - SUBSURFACE DRAINAGE PLACEMENT
  - VERIFY FILL MATERIAL AND COMP ACTION
  - VERIFY CONDITIONS AS ANTICIPATED
  - PILE PLACEMENT (AUGER CAST/DRIVEN PILE)
  - OTHER \_\_\_\_\_

- REINFORCED CONCRETE:**
- REINFORCING STEEL AND CONCRETE PLACEMENT
  - PRESTRESSED/PRECAST CONCRETE FABRICATION AND ERECTION
  - BATCH PLANT INSPECTION
  - SHOTCRETE
  - GROUTING
  - OTHER \_\_\_\_\_

- STRUCTURAL STEEL:**
- FABRICATION AND SHOP WELDS
  - ERECTION AND FIELD WELDS AND BOLTING
  - OTHER \_\_\_\_\_

- STRUCTURAL ALUMINUM:**
- FABRICATION AND SHOP WELDS
  - ERECTION AND FIELD WELDS AND BOLTING
  - OTHER \_\_\_\_\_

- STRUCTURAL MASONRY:**
- CONTINUOUS
  - PERIODIC
  - OTHER \_\_\_\_\_

- ANCHORING TO CONCRETE:**
- BOLTS INSTALLED IN CONCRETE
  - POST-INSTALLATION ADHESIVE ANCHORS
  - POST-INSTALLATION MECHANICAL ANCHORS

**PROJECT CONSULTANTS:**

**PLANS PREPARED BY:**

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WWW.CORNERSTONE-ENGR.COM

**PROJECT INFO:**

**PL52  
SHERWOOD SOUTH**

15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

**ISSUED FOR:**

**90% PCD'S**

REV: DATE: DESCRIPTION: BY: CK:

REV	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
1	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

**DRAWN BY:** AJB **CHK:** MWO **APV:** MWO

**CURRENT ISSUE DATE:** 07-26-10

**LICENSURE:**

**DRAWING INFORMATION:**

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

**DRAWING TITLE:** GENERAL NOTES

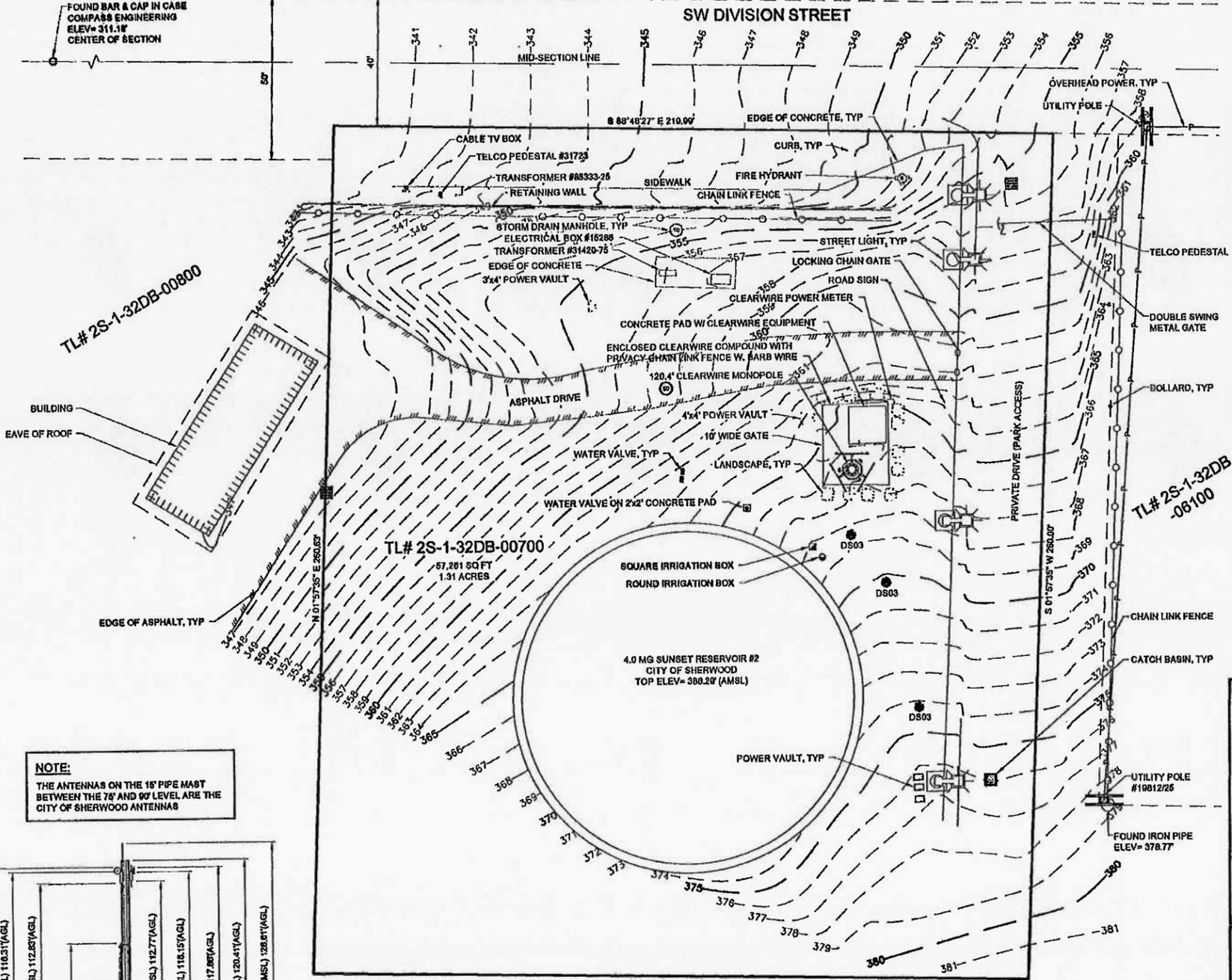
**DRAWING NUMBER:** G-1 0

**CEI JOB NUMBER:** 10-69007

CELLULAR SITE

PORTION OF NW 1/4 OF THE SE 1/4 OF SEC. 32 T. 02 S. R. 01 W. W.M.

FOUND BAR & CAP IN CASE  
COMPASS ENGINEERING  
ELEV= 311.18'  
CENTER OF SECTION



CALL TWO WORKING DAYS BEFORE YOU DIG!

**811**

NATIONAL UTILITIES UNDERGROUND LOCATE

SAFETY PRECAUTIONS SHALL BE APPLIED BY CONTRACTORS AT ALL TRENCHING PLACES IN ACCORDANCE WITH CURRENT OSHA STANDARDS

ELECTRIC: RED BEVER GREEN: GAS: YELLOW: WATER: BLUE: TELECOM: ORANGE: PROPOSED: WHITE: WATER: BLUE

**LEGEND:**

- P OVERHEAD POWER
- T OVERHEAD TELEPHONE
- C OVERHEAD CABLE
- PTC OVERHEAD POWER / TEL / CABLE
- UP UNDERGROUND POWER
- UT UNDERGROUND TELEPHONE
- UC UNDERGROUND CABLE
- UG UNDERGROUND GAS LINE
- UW UNDERGROUND WATER LINE
- SS SANITARY LINE
- SD STORM LINE
- CL CHAIN LINK FENCE
- WF WOOD FENCE
- BWF BARBED WIRE FENCE
- FM FOUND MONUMENT IN CASE
- FBD FOUND BRASS DISC
- SBC SET BAR & CAP CONTROL ONLY
- FBC FOUND BAR & CAP
- HUB / HUB & TACK
- SM SET MAGNAIL W/ WASHER
- FM FOUND IRON PIPE
- ES EXISTING SPOT ELEVATION
- DRB DRAIN BASIN ROUND
- CB CATCH BASIN
- FH FIRE HYDRANT
- WV WATER VAULT
- WV WATER VALVE
- GV GAS VALVE
- LS LIGHT STANDARD
- PU POWER / UTILITY POLE
- PWT PAD MOUNTED TRANSFORMER
- PV POWER VAULT
- PM POWER METER
- PV POWER METER VAULT
- TR TELEPHONE RISER
- SM SIGN
- UM UT MARKER
- UCM UC MARKER
- HM HIGHWAY MARKER

**NOTE:**

- ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) ELEVATIONS REFERENCED TO THE NAVD 88 DATUM.
- ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL).
- ALL HEIGHTS REPRESENTED ARE ACCURATE TO ± 0.2 FEET UP TO 100' IN HEIGHT OR ± 0.2% OF TOTAL HEIGHT FOR OBJECTS GREATER THAN 100'.



PROJECT CONSULTANTS:



PLANS PREPARED BY:

**CORNERSTONE ENGINEERING, INC.**

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PROJECT INFO:

**PL52**  
**SHERWOOD SOUTH**

15288 SW DIVISION STREET  
SHERWOOD OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

**CLIENT REVIEW**

REV:	DATE:	DESCRIPTION:	BY:	CHK:
△	07-21-10	ADD LEGAL DESCRIPTION	DMO	JTM
△	02-15-10	ISSUE FOR 90%	DMO	JTM

DRAWN BY: **DMO** CHK: **NY** APV: **JTM**

CURRENT ISSUE DATE: **07-21-10**

LICENSURE:

REGISTERED PROFESSIONAL LAND SURVEYOR

*Jeffery L. Moog* 22 July 10

OREGON  
JULY 10, 2008  
JEFFERY L. MOOG  
81484LS

EXPIRES: 12-31-10

DRAWING INFORMATION:

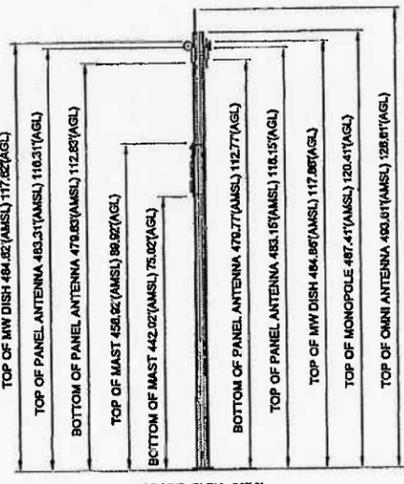
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DRAWING TITLE: **CIVIL SURVEY SITE DETAIL**

DRAWING NUMBER: **C-1 0**

CEI JOB NUMBER: **10-69007**

**NOTE:**  
THE ANTENNAS ON THE 15' PIPE MAST BETWEEN THE 75' AND 90' LEVEL ARE THE CITY OF SHERWOOD ANTENNAS



MONOPOLE DETAIL

**FEMA FLOOD PLAIN NOTE:**  
THIS SITE IS LOCATED IN ZONE "C" (AREA DETERMINED TO BE IN THE MINIMAL FLOODING AREA) PER FEMA COMMUNITY PANEL 418273 0001 A.

**EASEMENT NOTE:**  
THERE IS AN EASEMENT FOR REMOVAL OF BRUSH AND TREES WITHIN 10' OF POWER LINES. THERE DOESN'T APPEAR TO BE ANY POWER POLES OR LINES ACROSS THIS PROPERTY.



TL# 2S-1-32DB-00800

**LEGAL DESCRIPTION:**  
BEGINNING AT A POINT WHICH IS 20 FEET SOUTH AND 40 FEET EAST OF THE CENTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO GORDON H. SNYDER IN BOOK 188, PAGE 275, OF DEED RECORDS OF WASHINGTON COUNTY, OREGON; THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID SNYDER TRACT 260 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SNYDER TRACT, 220 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SNYDER TRACT 260 FEET TO THE NORTH LINE OF THE SNYDER TRACT, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF EAST DIVISION STREET; THENCE EAST 220 FEET ALONG SAID NORTH LINE OF THE SNYDER TRACT TO THE POINT OF BEGINNING.

**TITLE REPORT WAS PROVIDED BY BROKER'S TITLE RESEARCH.**

**SURVEY REFERENCES:**  
1) WASHINGTON COUNTY ASSESSORS MAP 28 1 32DB.  
2) SR14184, SR14110 AND SR29247.

**BOUNDARY DISCLAIMER:**  
THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION OF VARIOUS INFORMATION GATHERED FROM PRELIMINARY TITLE REPORTS, DOCUMENTS OF RECORD, MAPS AND AVAILABLE MONUMENTS FOUND DURING THE FIELD SURVEY. NO PROPERTY MONUMENTS WERE SET. NO TITLE RESEARCH WAS PERFORMED BY CORNERSTONE ENGINEERING INC.

**EQUIPMENT:**  
THIS SURVEY WAS PERFORMED WITH A TOPCON GPT 2003 OR 3003 ELECTRONIC THEODOLITE READING DIRECT TO 3 SECONDS OF ARC AND MEASURING DISTANCE (3+2PPM X D) mm. & TOPCON LEGANT / LEGACY - HIPER GPS RECEIVERS MEASURING DISTANCE (3+1PPM X D) mm. NGS BASELINE COMPARED FEBRUARY 2009.

**BENCHMARK DISCLAIMER:**  
ELEVATIONS ESTABLISHED AT THIS SITE ARE REFERENCED TO THE ABOVE NAMED CORN STATION. NO EFFORT WAS MADE TO CHECK FOR LOCAL BENCHMARKS. THE ELEVATIONS ARE ACCURATE WITHIN THE FAA TOLERANCE REQUESTED FOR THIS PROJECT.

**TREE LEGEND:**

DECIDUOUS	AL= ALDER
AL12 - TRUNK DIAMETER (IN) TYPE	MP= MAPLE
EVERGREEN	DS= DECIDUOUS
DF18 - TRUNK DIAMETER (IN) HEIGHT AGL IF MEASURED	MA= MADRONA
6SHRUB / BUSH	OK= OAK
	CH= CHERRY
	CE= CEDAR
	DF= DOUGLAS FIR
	HE= HEMLOCK
	PI= PINE
	EVG= EVERGREEN

TREE DRIP LINES ARE TO SCALE. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4.0' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

**SITE INFORMATION:**

TAX LOT NUMBER: 28-1-32DB-00700  
SITE ADDRESS: 15288 SW DIVISION STREET SHERWOOD, OR 97140  
CITY OF SHERWOOD  
503-626-8722  
CLEARWIRE  
PHONE NUMBER: 426-216-7904  
IP (INSTITUTIONAL & PUBLIC)  
TOTAL LOT AREA: 57,201 S.F. (1.31± AC.)

**LATITUDE / LONGITUDE POSITION:**

COORDINATE DATA: @ MONOPOLE  
LATITUDE: 48°21'10.88" N NAD 83  
LONGITUDE: 123°50'02.25" W NAD 83  
ELEV: 387.4 FEET NAVD 88  
STRUCTURE HEIGHT: 125.4 FEET AGL  
OVERALL HEIGHT: 128.8 FEET AGL

**BENCHMARK:**  
BENCH MARK IS: CORN STATION GWNS  
ELEV = 2,473.32 NAVD 88

CALL TWO WORKING DAYS BEFORE YOU DIG!  
**811**  
 NATIONAL UTILITIES UNDERGROUND LOCATE  
 SAFETY PRECAUTION SHALL BE ADHERED TO BY CONTRACTORS AT ALL TRENCHING IN ACCORDANCE WITH CURRENT OSHA STANDARDS  
 ELECTRIC: RED SEWER: GREEN GAS/OIL: YELLOW WATER: BLUE  
 TELCATV: ORANGE PROPOSED: WHITE WATER: BLUE

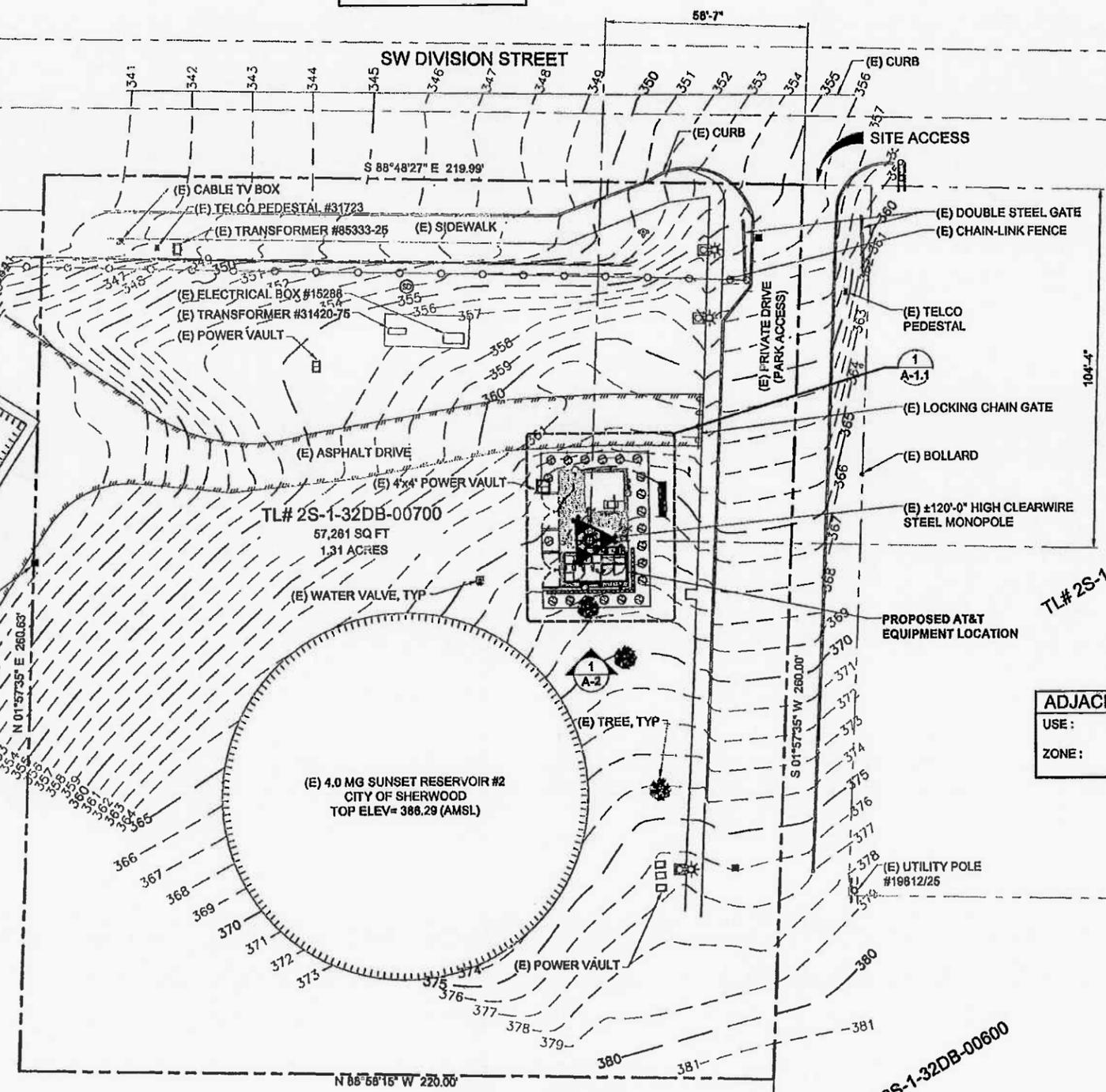
**ADJACENT ZONING**  
 USE: RESIDENTIAL  
 ZONE: MDRL

**ADJACENT ZONING**  
 USE: RESIDENTIAL  
 ZONE: LDR

**ADJACENT ZONING**  
 USE: RESIDENTIAL  
 ZONE: LDR

**ADJACENT ZONING**  
 USE: RESIDENTIAL  
 ZONE: LDR

*NOTE: T-ARMS  
 per attached cut sheets  
 to REPLACE Low profile  
 PLATFORM.*



PROJECT CONSULTANTS:  
 Goodman Networks

PLANS PREPARED BY:  
 CORNERSTONE ENGINEERING, INC.  
 16928 WOODINVILLE-REDMOND RD NE, SUITE 210  
 WOODINVILLE, WA 98072  
 PHONE: 425.487.1732 FAX: 425.487.1734  
 EMAIL: ce@cornerstone-engr.com  
 WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:  
**PL52**  
**SHERWOOD SOUTH**  
 16288 SW DIVISION STREET  
 SHERWOOD, OR 97140  
 WASHINGTON COUNTY

ISSUED FOR:  
**90% PCD'S**

REV.	DATE	DESCRIPTION	BY	CHK
Δ	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
Δ	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: AJB    CHK.: MWO    APV.: MWO

CURRENT ISSUE DATE:  
**07-26-10**

LICENSURE:  

 MARK W. OLSON 7/26/10  
 EXPIRATION DATE 12/31/10

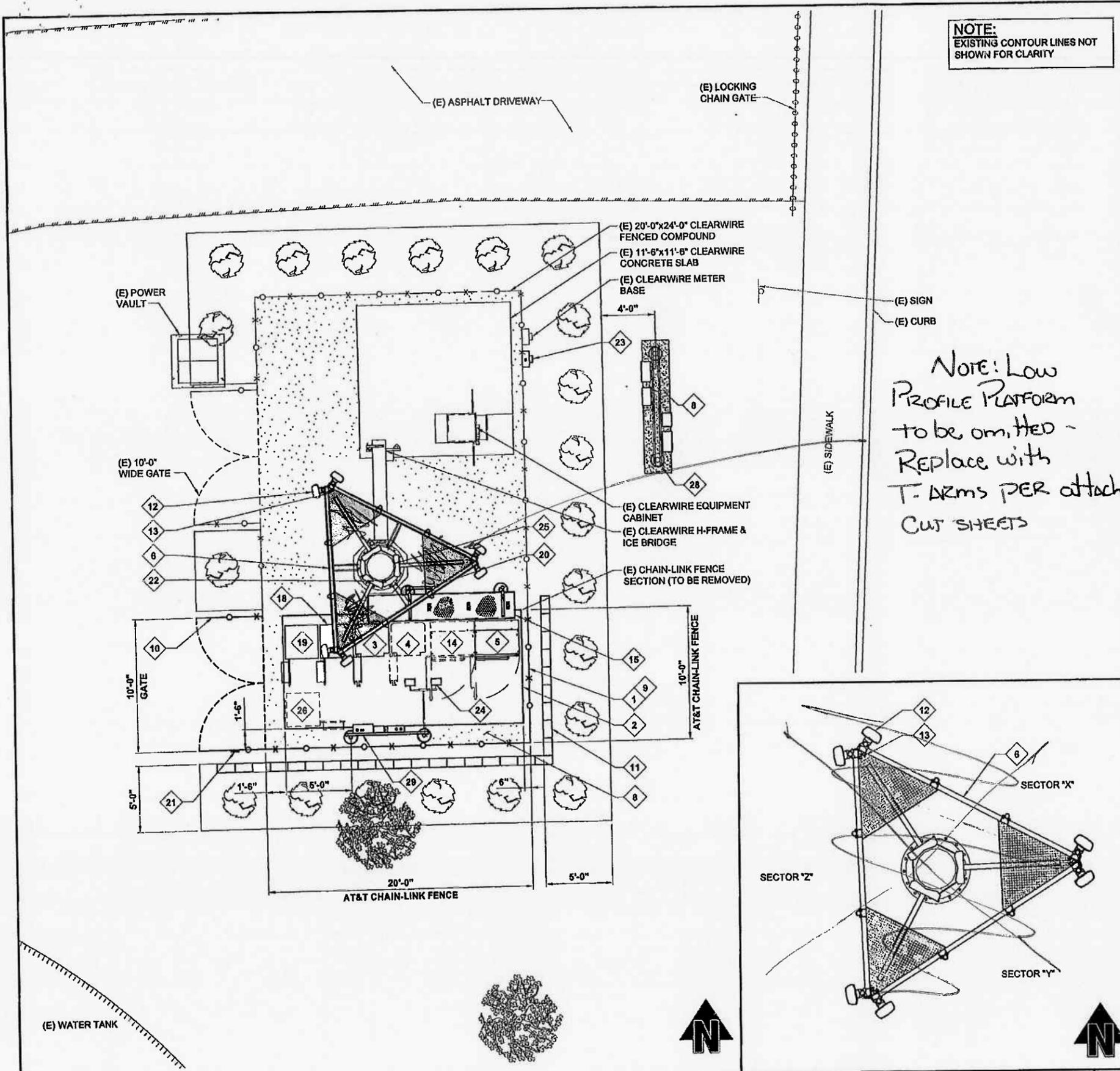
DRAWING INFORMATION:  
 DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:  
**SITE PLAN**

DRAWING NUMBER:  
**A-1 0**  
 CEI JOB NUMBER: 10-69007

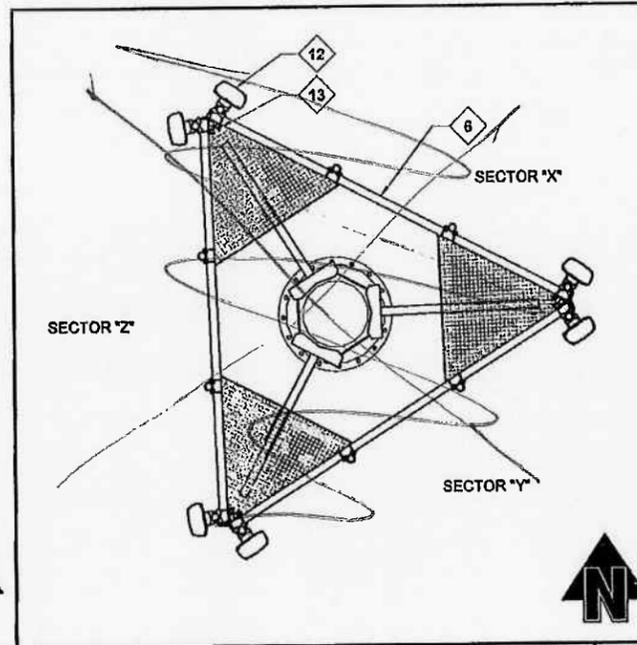
**SITE PLAN**  
 22x34 SCALE: 1" = 20'-0"  
 11x17 SCALE: 1" = 40'-0"





**NOTE:**  
EXISTING CONTOUR LINES NOT SHOWN FOR CLARITY

*NOTE: Low Profile Platform to be omitted - Replace with T-Arms per attached cut sheets*



**CONSTRUCTION PLAN KEYED NOTES**

- ◆ AT&T LEASE AREA.
- ◆ 8" THICK 8'-6"x18'-0" CONCRETE SLAB ON GRADE (PROVIDED BY CONTRACTOR). SEE DETAILS 1 & 9/A-4.
- ◆ NOKIA ULTRASITE CABINET NO. 1 (PRIMARY - PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
- ◆ NOKIA ULTRASITE CABINET NO. 2 (EXPANSION - PROVIDED BY AT&T).
- ◆ LUCENT UMTS CABINET (PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
- ◆ PROPOSED ANTENNA MOUNT (PROVIDED BY CONTRACTOR). SEE DETAIL 1/A-4.3.
- ◆ SITE TO BE FILLED WITH 6" OF 3/4" DIA. CRUSHED ROCK WITHIN WEED BARRIER ON 95% COMPACTED FILL. SEE DETAIL 4/A-4.
- ◆ PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH (3) STRAND BARB WIRE FOR A TOTAL OVERALL HEIGHT OF 7'-0". SEE DETAIL 9/A-4.1
- ◆ PROPOSED 10'-0" WIDE DOUBLE SWING GATE W/ LOCKING MECHANISM (PROVIDED BY CONTRACTOR). SEE DETAIL 9/A-4.1
- ◆ PROPOSED RETAINING BLOCK WALL, 2'-3" HIGH MAX. (PROVIDED BY CONTRACTOR). SEE DETAIL 7/A-4.2
- ◆ PROPOSED ANTENNAS (PROVIDED BY CONTRACTOR). SEE SHEETS RF-1, RF-2 & DETAILS 1/A3.2
- ◆ PROPOSED MASTHEAD AMPLIFIER (MHA - PROVIDED BY CONTRACTOR) (8) EIGHT PER SECTOR. SEE DETAILS 4, 5 & 6/A-3.2.
- ◆ LUCENT UMTS CABINET (EXPANSION - PROVIDED BY AT&T)
- ◆ PROPOSED 2'-0" WIDE CONCRETE PIER MOUNTED ICE BRIDGE (PROVIDED BY CONTRACTOR) ROUTE TO (E) MONOPOLE. ICE BRIDGE IS TO BE NO MORE THEN 6'-0" HIGH (BELOW FENCE HEIGHT) SEE DETAIL 1/A-4.1 & 1/A-4.2.
- ◆ PROPOSED ARGUS POWER CABINET. SEE DETAIL 3/A-3.1.
- ◆ PROPOSED ARGUS BATTERY CABINET (APPROVED BY AT&T). SEE DETAIL 6/A-3.
- ◆ GPS/E-911 DOWNLINK ANTENNA (PROVIDED BY AT&T). SEE DETAIL 4/A-3.
- ◆ PROPOSED RF WARNING SIGNAGE. SEE DETAIL 4/A-4.4.
- ◆ CONTRACTOR TO CUT-IN A 10 1/2"x25 1/2" COAX ENTRY PORT (SITE PRO 1#HHR1025-0) @ 6'-0" AFG. (STRUCTURAL ENGINEERING BY OTHERS)
- ◆ PROPOSED AT&T ELECTRICAL METER. SEE DETAIL SHEET E-2.1.
- ◆ PROPOSED REGENT DOUBLE 300W HALOGEN LIGHT W/ 1 HR TIMER SWITCH / GFI DUPLEX RECEPTACLE. SEE DETAIL ON 1/A-4.1
- ◆ EXISTING 120'-0" HIGH STEEL MONOPOLE.
- ◆ PROPOSED ARGUS BATTERY CABINET (EXPANSION - APPROVED BY AT&T).
- ◆ PROPOSED VERIZON TELECOMMUNICATION H-FRAME (PROVIDED BY VERIZON TELECOMMUNICATIONS) SEE SHEET A-5.
- ◆ UTILITY H-FRAME. SEE DETAIL 6/A-4.2.

**SITE NOTES**

1. VERIFY ANTENNA RAD CENTER & AZIMUTHS WITH LOCKDOWN SET RF SITE BUILD FORM.

**COAX LENGTH SCHEDULE**

COAX LENGTHS ARE CALCULATED FROM THIS DRAWING SET. ANY DEVIATION FROM THE PROPOSED DESIGN MAY REQUIRE ALTERATION OF COAX LENGTHS. CONTRACTOR SHALL ENSURE THAT FINAL DESIGN AND COAX LENGTHS ARE COORDINATED.

SECTOR	LENGTH	# COAX	DIAMETER
SECTOR "X"	±120'	8	7/8"
SECTOR "Y"	±120'	8	7/8"
SECTOR "Z"	±120'	8	7/8"

Your world. Delivered.

---

PROJECT CONSULTANTS:

**GoodmanNetworks**

---

PLANS PREPARED BY:

**CORNERSTONE ENGINEERING, INC.**

15028 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE: 425.487.1732 FAX 425.487.1734  
EMAIL: ce@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

---

PROJECT INFO:

**PL52**

**SHERWOOD SOUTH**

15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

---

ISSUED FOR:

**90% PCD'S**

---

REV. DATE DESCRIPTION BY CK:

REV.	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
1	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

---

DRAWN BY: \_\_\_\_\_ CHK: \_\_\_\_\_ APV: \_\_\_\_\_

AJB MWO MWO

---

CURRENT ISSUE DATE:

**07-26-10**

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LICENSURE:

---

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---

DRAWING TITLE:

**ENLARGED SITE PLAN AND ANTENNA PLAN**

---

DRAWING NUMBER:

**A-1.1 | 0**

---

CEI JOB NUMBER: 10-69007

ENLARGED SITE PLAN

22x34 SCALE: 1/4" = 1'-0"

11x17 SCALE: 1/8" = 1'-0"

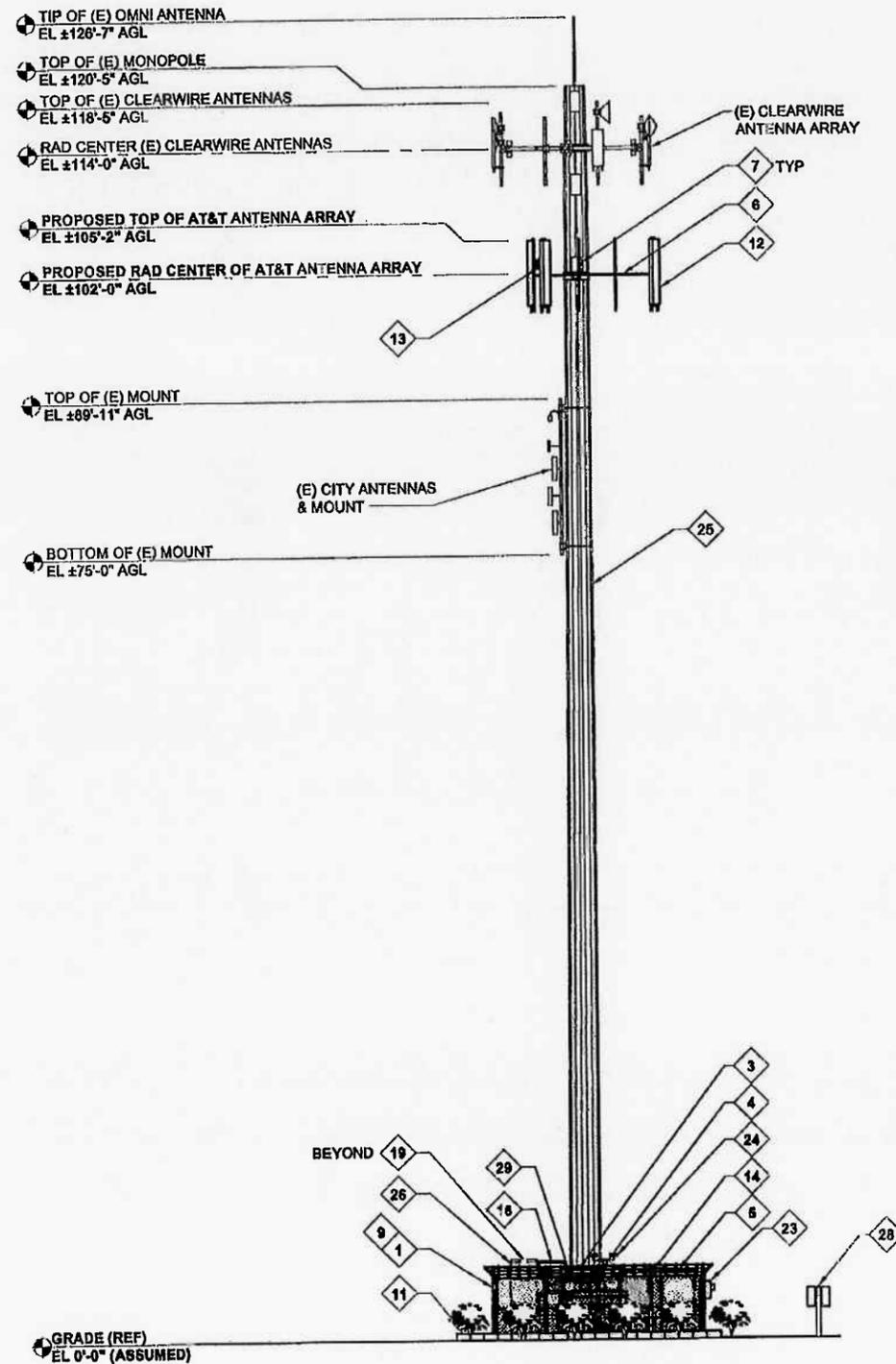
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ANTENNA PLAN

22x34 SCALE: 3/8" = 1'-0"

11x17 SCALE: 3/16" = 1'-0"

2



**CONSTRUCTION PLAN KEYED NOTES**

- ◆ AT&T LEASE AREA.
- ◆ NOKIA ULTRASITE CABINET NO. 1 (PRIMARY - PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
- ◆ NOKIA ULTRASITE CABINET NO. 2 (EXPANSION - PROVIDED BY AT&T).
- ◆ LUCENT UMTS CABINET (PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
- ◆ PROPOSED ANTENNA MOUNT (PROVIDED BY CONTRACTOR). SEE DETAIL 1/A-4.3.
- ◆ (E) COAX PORT VERIFY LOCATION IN FIELD.
- ◆ PROPOSED 5'-0" HIGH CHAINLINK FENCE WITH (3) STRAND BARR WIRE FOR A TOTAL OVERALL HEIGHT OF 7'-0". SEE DETAIL 9/A-4.1.
- ◆ PROPOSED RETAINING BLOCK WALL, 2'-3" HIGH MAX. (PROVIDED BY CONTRACTOR). SEE DETAIL 7/A-4.2.
- ◆ PROPOSED ANTENNAS (PROVIDED BY CONTRACTOR). SEE SHEETS RF-1, RF-2 & DETAILS 1/A3.2.
- ◆ PROPOSED MASTHEAD AMPLIFIER (MHA - PROVIDED BY CONTRACTOR) (6) EIGHT PER SECTOR. SEE DETAILS 4, 5 & 9/A-3.2.
- ◆ LUCENT UMTS CABINET (EXPANSION - PROVIDED BY AT&T).
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- ◆ PROPOSED AT&T ELECTRICAL METER. SEE DETAIL SHEET E-2.1.
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- ◆ EXISTING 120'-0" HIGH STEEL MONOPOLE.
- ◆ PROPOSED ARGUS BATTERY CABINET (EXPANSION - APPROVED BY AT&T).
- ◆ PROPOSED VERIZON TELECOMMUNICATION H-FRAME (PROVIDED BY VERIZON TELECOMMUNICATIONS) SEE SHEET A-5.
- ◆ UTILITY H-FRAME. SEE DETAIL 5/A-4.2.

**SITE NOTES**

1. VERIFY ANTENNA RAD CENTER & AZIMUTHS WITH LOCKDOWN SET RF SITE BUILD FORM.

**COAX LENGTH SCHEDULE**

COAX LENGTHS ARE CALCULATED FROM THIS DRAWING SET. ANY DEVIATION FROM THE PROPOSED DESIGN MAY REQUIRE ALTERATION OF COAX LENGTHS. CONTRACTOR SHALL ENSURE THAT FINAL DESIGN AND COAX LENGTHS ARE COORDINATED.

SECTOR	LENGTH	# COAX	DIAMETER
SECTOR "X"	±120'	6	7/8"
SECTOR "Y"	±120'	6	7/8"
SECTOR "Z"	±120'	6	7/8"



PROJECT CONSULTANTS:



PLANS PREPARED BY:



16928 WOODHILL-REDMOND RD NE, SUITE 210  
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PROJECT INFO:

PL52  
SHERWOOD SOUTH

15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

90% PCD'S

REV. DATE DESCRIPTION BY CK:

REV.	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

CURRENT ISSUE DATE:

07-26-10

LICENSURE:



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DRAWING TITLE:

SOUTH ELEVATION

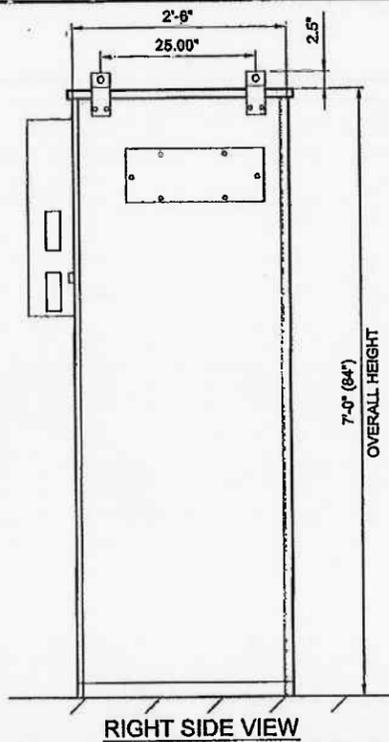
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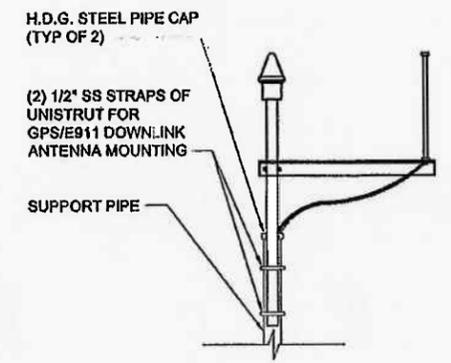
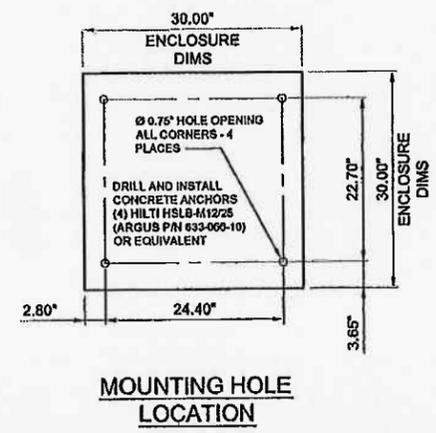
CEI JOB NUMBER: 10-69007

SOUTH ELEVATION

22x34 SCALE: 1/8" = 1'-0" | 11x17 SCALE: 1/16" = 1'-0"



BATTERY CABINET DIMENSIONS	
MANUFACTURER:	ARGUS TE-40
HEIGHT:	84.0"
DEPTH:	30.0"
WIDTH:	30.0"
MAXIMUM CABINET WEIGHT (WITH UNITS):	3200 lbs



**CONSTRUCTION PLAN KEYED NOTES**

- ◆ 8" THICK 8'-6"x16'-0" CONCRETE SLAB ON GRADE (PROVIDED BY CONTRACTOR). SEE DETAILS 1 & 6/A-4.
- ◆ NOKIA ULTRASITE CABINET NO. 1 (PRIMARY - PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
- ◆ NOKIA ULTRASITE CABINET NO. 2 (EXPANSION - PROVIDED BY AT&T).
- ◆ LUCENT UMTS CABINET (PROVIDED BY AT&T). SEE DETAIL SHEET A-3.1.
  
- ◆ LUCENT UMTS CABINET (EXPANSION - PROVIDED BY AT&T)
- ◆ PROPOSED 2'-0" WIDE CONCRETE PIER MOUNTED ICE BRIDGE (PROVIDED BY CONTRACTOR) ROUTE TO (S) MONOPOLE. ICE BRIDGE IS TO BE NO MORE THAN 6'-0" HIGH (BELOW FENCE HEIGHT) SEE DETAIL 1/A-4.1 & 1/A-4.2.
  
- ◆ PROPOSED ARGUS POWER CABINET. SEE DETAIL 3/A-3.1.
- ◆ PROPOSED ARGUS BATTERY CABINET (APPROVED BY AT&T). SEE DETAIL 6/A-3.



PLANS PREPARED BY:  
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PROJECT INFO:  
**PL52 SHERWOOD SOUTH**  
 15288 SW DIVISION STREET  
 SHERWOOD, OR 97140  
 WASHINGTON COUNTY

**ARGUS TE-40 BATTERY CABINET (24 V)**  
 22x34 SCALE: 1" = 1'-0"    11x17 SCALE: 1/2" = 1'-0"

**5 GPS ANTENNA DETAIL**  
 22x34 SCALE: 1" = 1'-0"    11x17 SCALE: 1/2" = 1'-0"

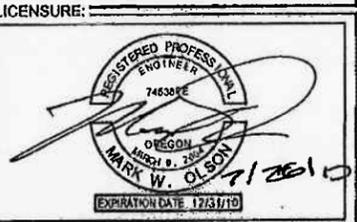
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ISSUED FOR:  
**90% PCD'S**

REV.	DATE	DESCRIPTION	BY	CHK.
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: AJB    CHK.: MWO    APV.: MWO

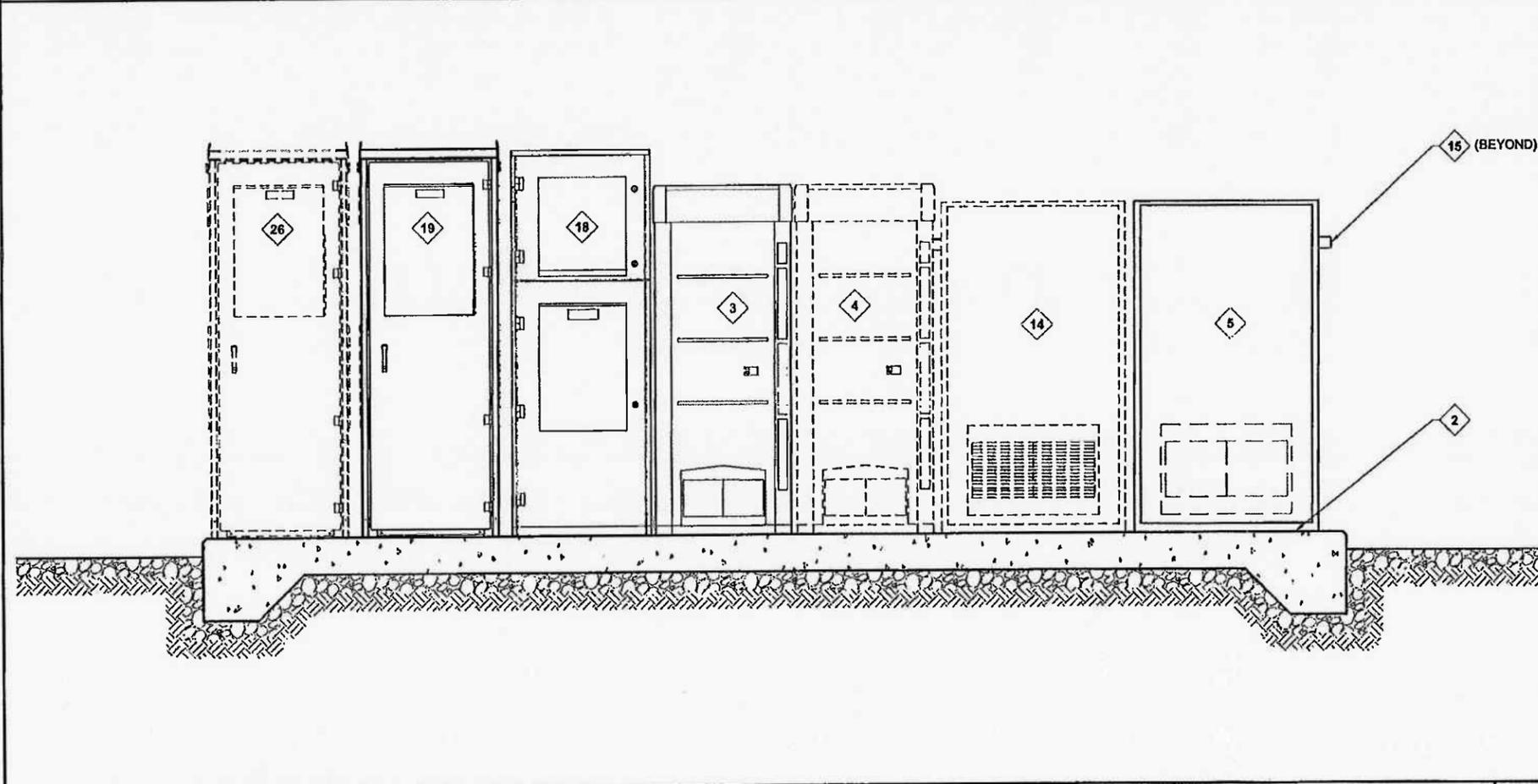
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DRAWING TITLE:  
**EQUIPMENT ELEVATION & DETAILS**

DRAWING NUMBER:  
**A-3    0**  
 CEI JOB NUMBER: 10-89007



**EQUIPMENT ELEVATION VIEW**  
 22x34 SCALE: 3/4" = 1'-0"    11x17 SCALE: 3/8" = 1'-0"

1

**SITE NOTES**

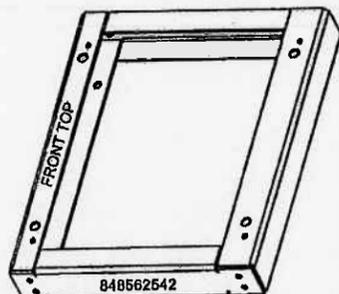
- 1. VERIFY ANTENNA RAD CENTER & AZIMUTHS WITH LOCKDOWN SET RF SITE BUILD FORM.

◆ PROPOSED ARGUS BATTERY CABINET (EXPANSION - APPROVED BY AT&T).

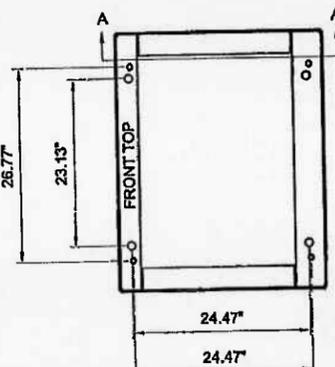
**NOTE:**  
FINISH IS HOT DIP GALVANIZED  
PER ASTM A-123.



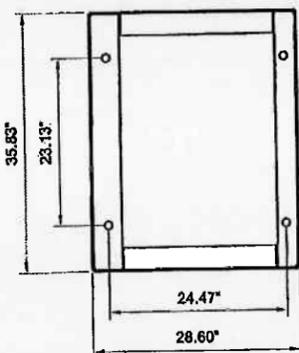
SECTION A-A



3D VIEW



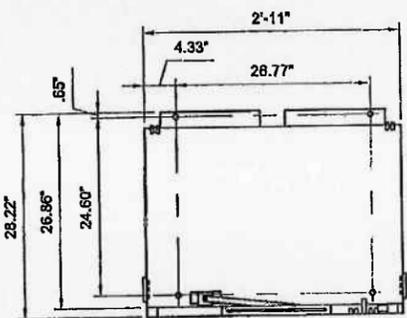
TOP VIEW



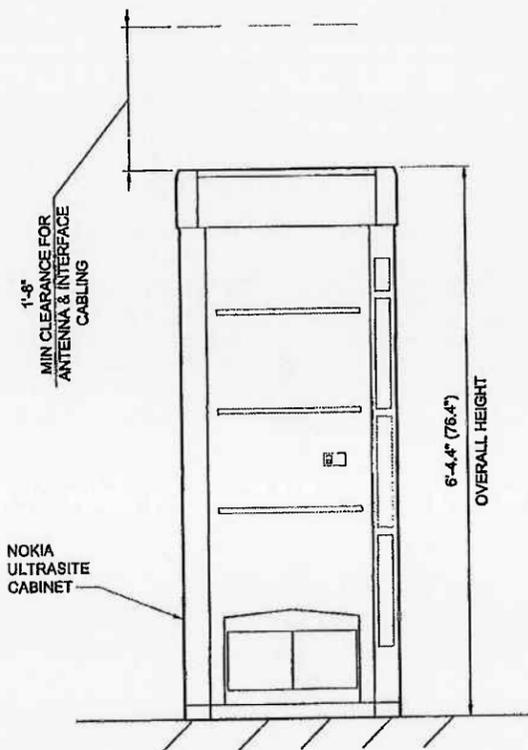
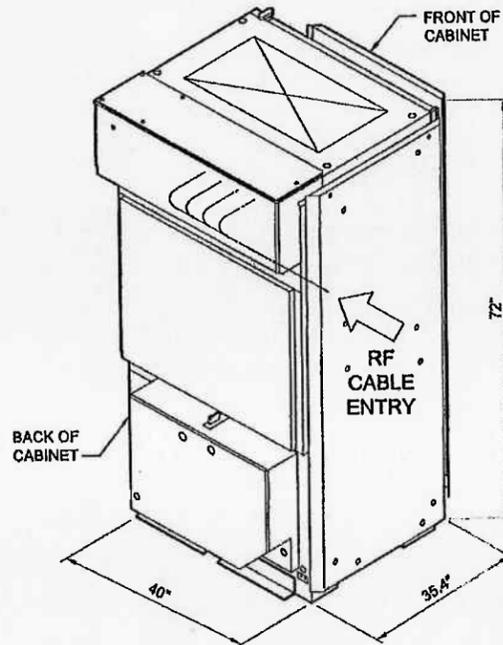
BOTTOM VIEW

**UMTS OUTDOOR DIMENSIONS**

MANUFACTURER: LUCENT
HEIGHT: 72"
DEPTH: 40"
WIDTH: 35.4"
CLEARANCE: CABINET REAR 36"
CLEARANCE: CABINET EACH SIDE 35.4"
CLEARANCE: CABINET FRONT 29.5"
MAXIMUM CABINET WEIGHT: 790 lbs (359 KG)

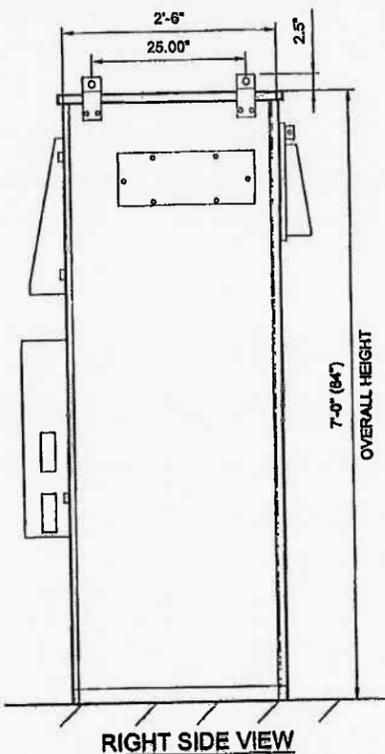


UMTS CABINET  
ANCHOR FOOTPRINT



**UMTS MOUNTING BASE**

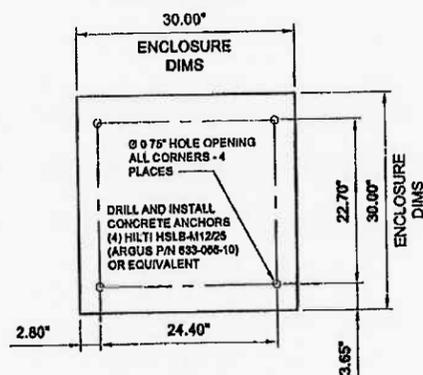
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"



RIGHT SIDE VIEW

**POWER CABINET DIMENSIONS**

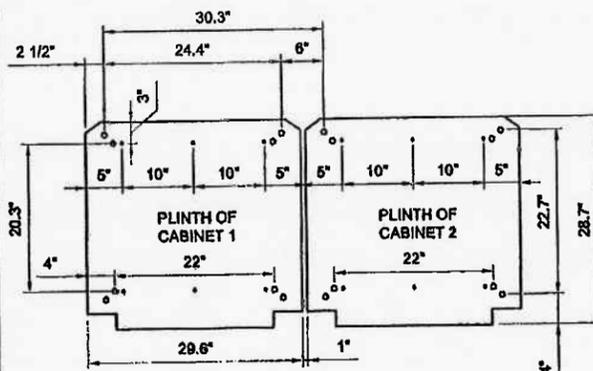
MANUFACTURER: ARGUS TE-41
HEIGHT: 84.0"
DEPTH: 30.0"
WIDTH: 30.0"
MAXIMUM CABINET WEIGHT (WITH UNITS): 2600 lbs



MOUNTING HOLE  
LOCATION

**UMTS EQUIPMENT SPECIFICATIONS**

22x34 SCALE: NTS 11x17 SCALE: NTS



**ULTRASITE MOUNTING PLINTH**

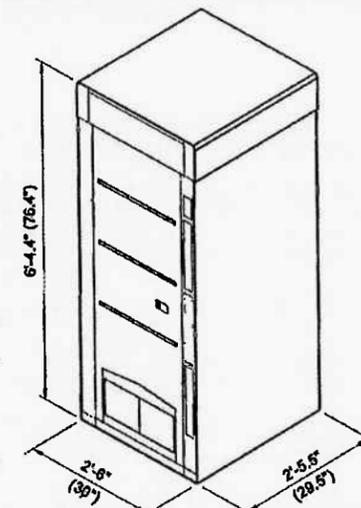
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

**ULTRASITE FRONT ELEVATION**

22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

**NOKIA OUTDOOR BTS DIMENSIONS**

MANUFACTURER: NOKIA
HEIGHT: 76.4"
DEPTH: 29.5"
WIDTH: 30.0"
MAXIMUM CABINET WEIGHT (WITH UNITS): 845 lbs



**ULTRASITE EQUIPMENT ISOMETRIC**

22x34 SCALE: NTS 11x17 SCALE: NTS

**ARGUS TE41 EQUIPMENT SPECIFICATIONS (24 V)**

22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"



PROJECT CONSULTANTS:



PLANS PREPARED BY:



16928 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE: 425 487 4732 FAX: 425 487 1734  
EMAIL: cai@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PL52  
SHERWOOD SOUTH

15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

90% PCD'S

REV: DATE: DESCRIPTION: BY: CHK:

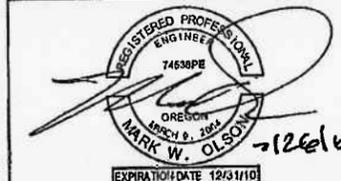

0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

CURRENT ISSUE DATE:

07-26-10

LICENSURE:



DRAWING INFORMATION:

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DRAWING TITLE:

EQUIPMENT SPEC'S

DRAWING NUMBER:

A-3.1 0

CEI JOB NUMBER: 10-89007



PROJECT CONSULTANTS:



PLANS PREPARED BY:



15928 WOODHILL-REDMOND RD NE, SUITE 210  
WOODHILL, WA 98072  
PHONE: 425.487.1732 FAX: 425.487.1734  
EMAIL: [cs@cornerstone-engr.com](mailto:cs@cornerstone-engr.com)  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

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SHERWOOD SOUTH

15288 SW DIVISION STREET  
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WASHINGTON COUNTY

ISSUED FOR:

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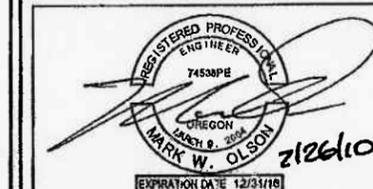
REV	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
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AJB MWO MWO

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DRAWING TITLE:

ANTENNA AND MHA DETAILS

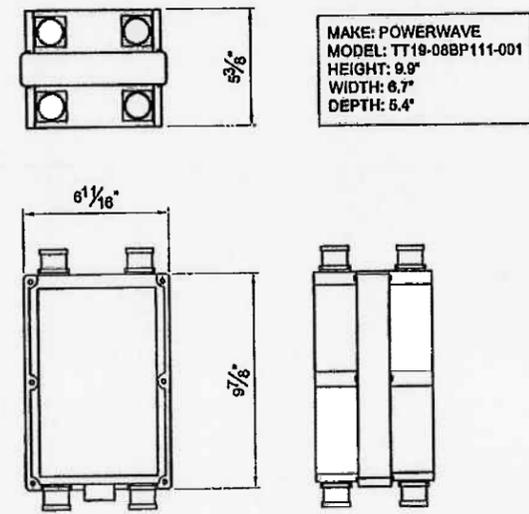
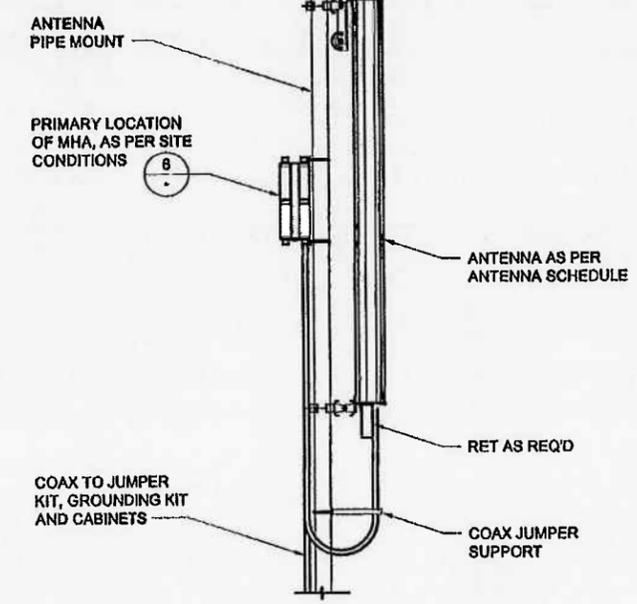
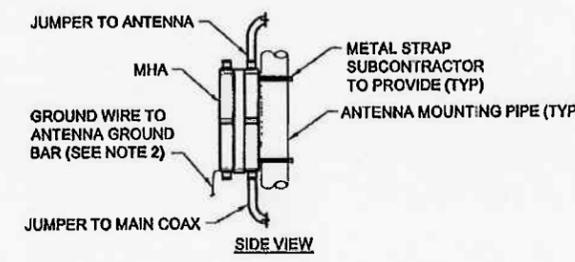
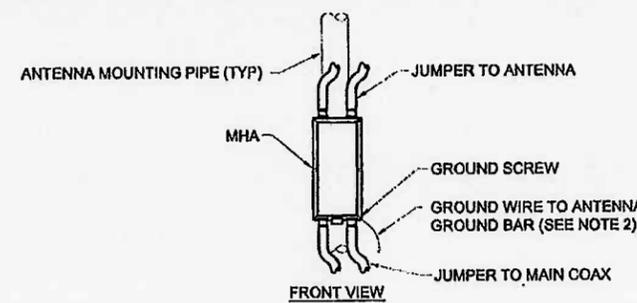
DRAWING NUMBER:

A-3.2 0

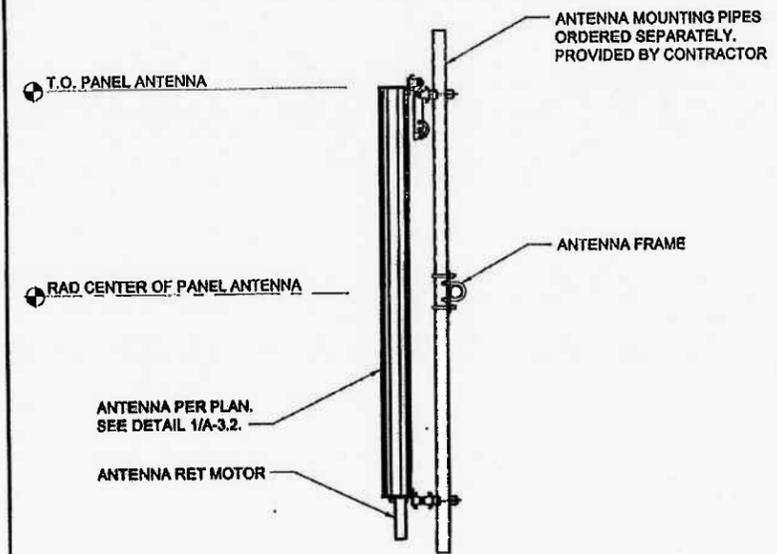
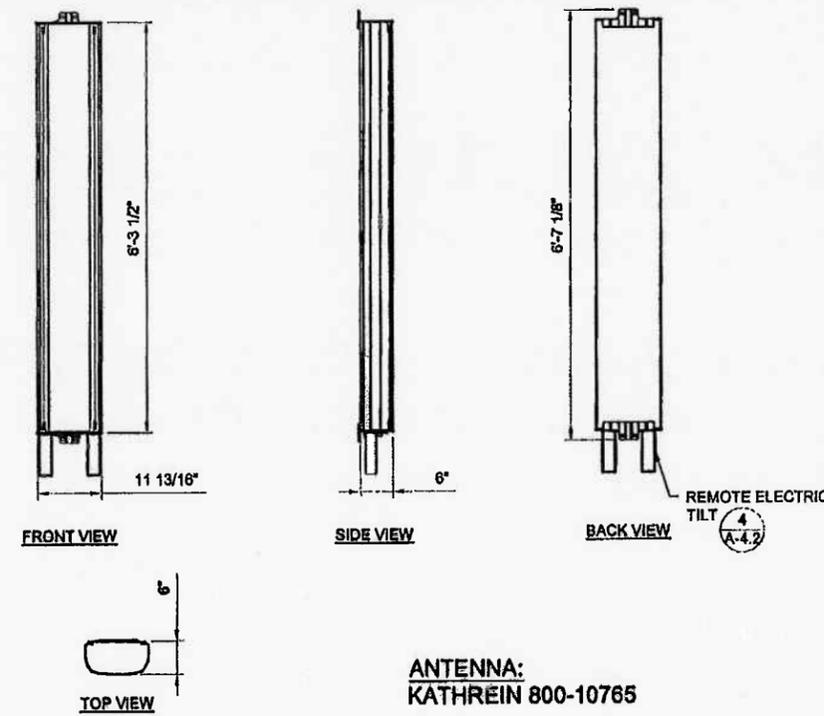
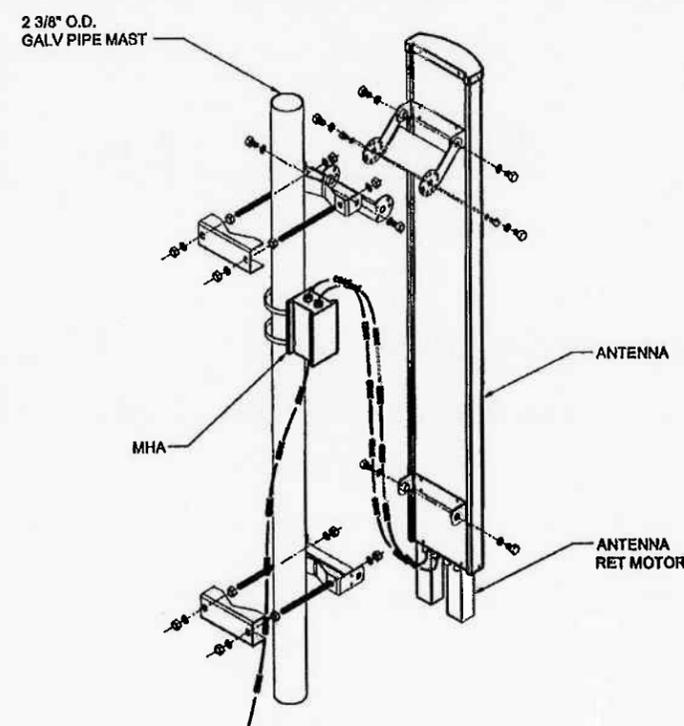
CEI JOB NUMBER:

10-69907

NOTES:  
MHA IS A WEATHERPROOFED ENCLOSURE RATED TO IP65.  
BOND MHA GROUND STUD TO GROUND BAR WITH 6 AWG GROUND WIRE.  
PROVIDE SUFFICIENT LENGTH OF JUMPER TO ALLOW FOR PROPER APPLICATION OF WEATHER PROOFING AT ANTENNA AND MHA CONNECTIONS.  
IF POSSIBLE, MHA SHALL BE MOUNTED BEHIND ANTENNA TO MINIMIZE WIND LOADING ON STRUCTURE.  
MHA SHALL BE MOUNTED VERTICALLY.



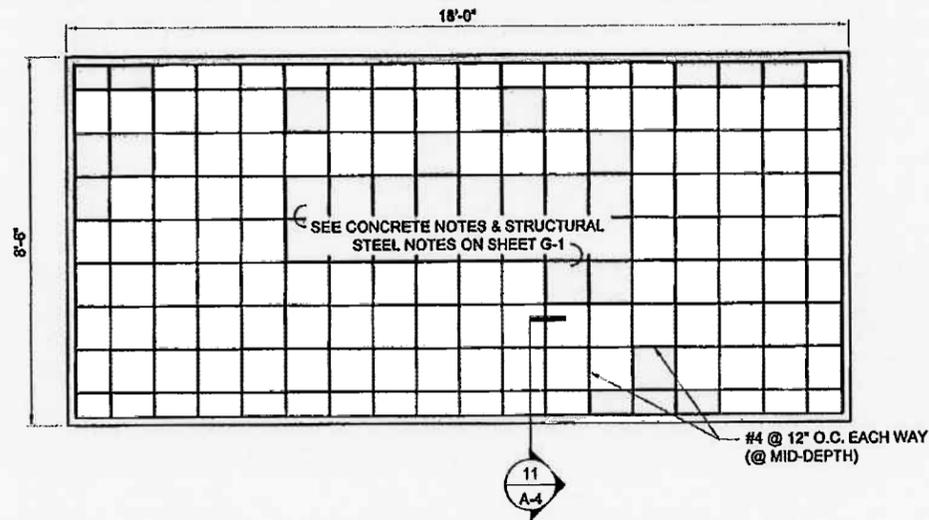
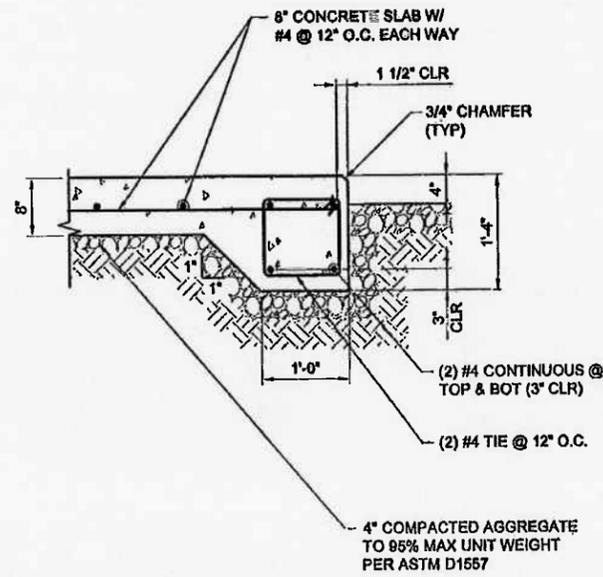
6 MHA ATTACHMENT DETAIL 5 MHA DETAIL 4



3 ANTENNA MOUNTING DETAIL 2 ANTENNA DETAIL 1

MHA DETAIL

ANTENNA MOUNTING ELEVATION



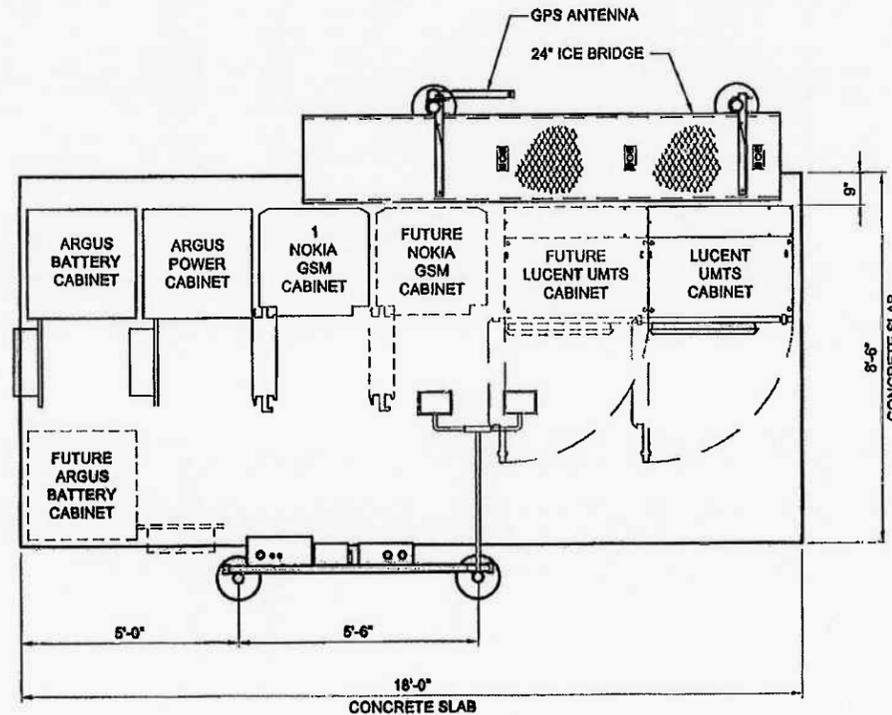
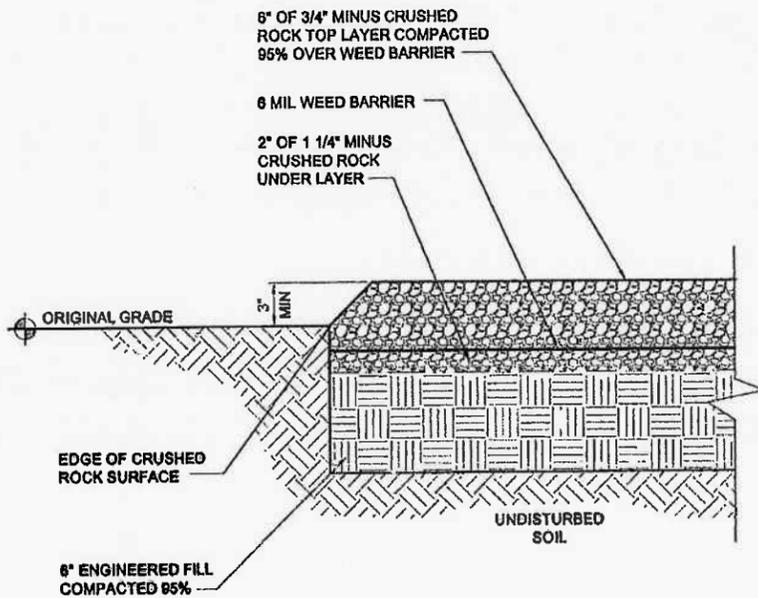
**EQUIPMENT SLAB SECTION**

22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

**11 SLAB STEEL LAYOUT**

22x34 SCALE: 1/2" = 1'-0" 11x17 SCALE: 1/4" = 1'-0"

9



**CRUSHED ROCK SURFACE DETAIL**

22x34 SCALE: 1/2" = 1'-0" 11x17 SCALE: 1/4" = 1'-0"

**4 EQUIPMENT SLAB LAYOUT**

22x34 SCALE: 1/2" = 1'-0" 11x17 SCALE: 1/4" = 1'-0"

1



PROJECT CONSULTANTS:



PLANS PREPARED BY:



16628 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE: 425 487 1732 FAX: 425 487 1734  
EMAIL: cal@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PL52  
SHERWOOD SOUTH

16288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

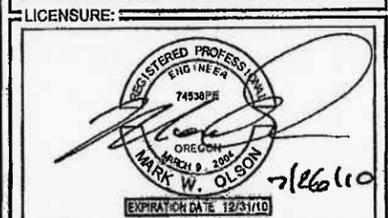
90% PCD'S

REV: DATE: DESCRIPTION: BY: CK:

REV	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

CURRENT ISSUE DATE:  
07-26-10

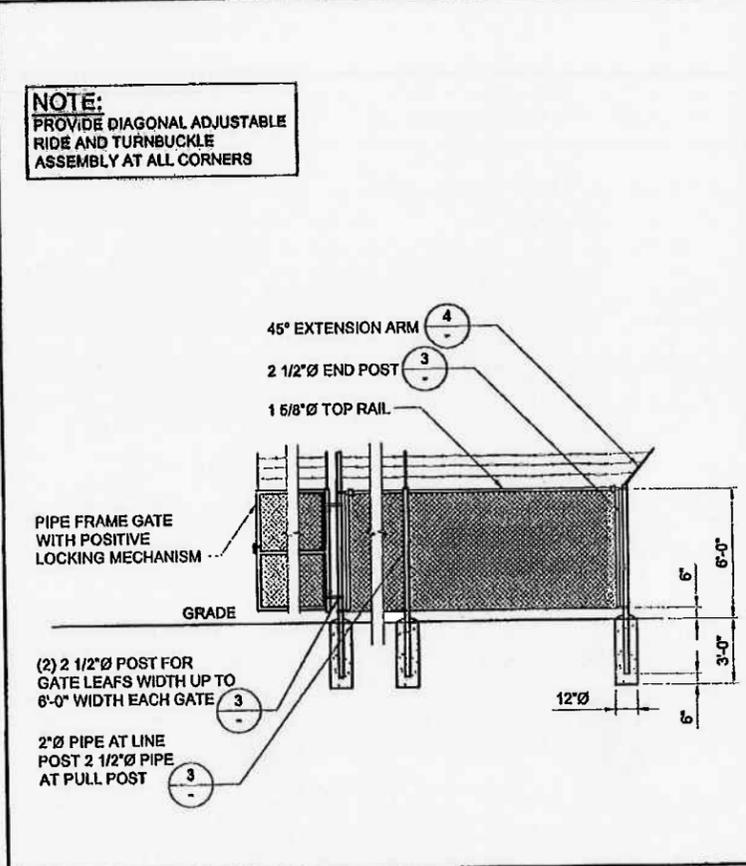
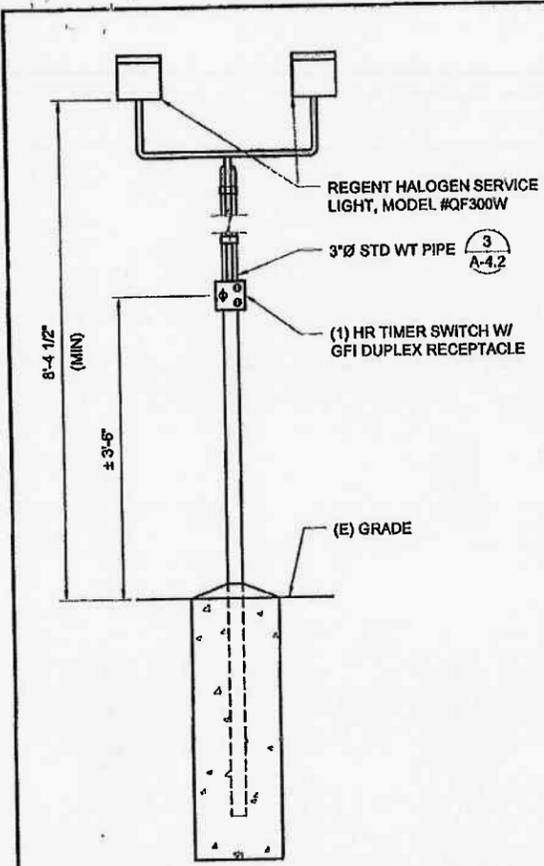


DRAWING INFORMATION:  
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DRAWING TITLE:  
CONSTRUCTION DETAILS

DRAWING NUMBER:  
A-4 0

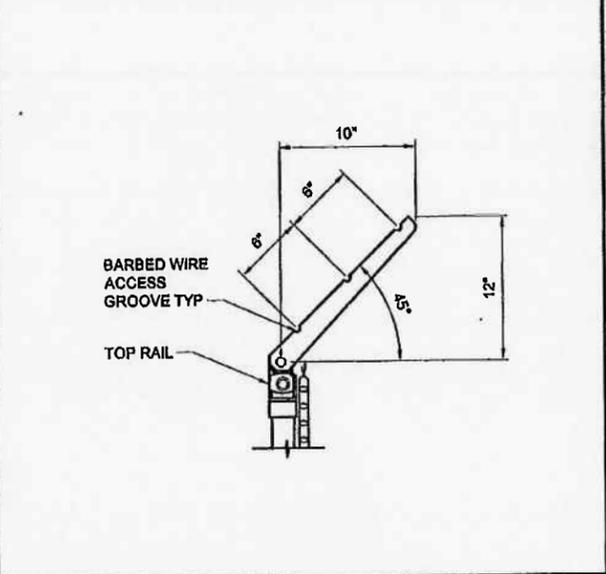
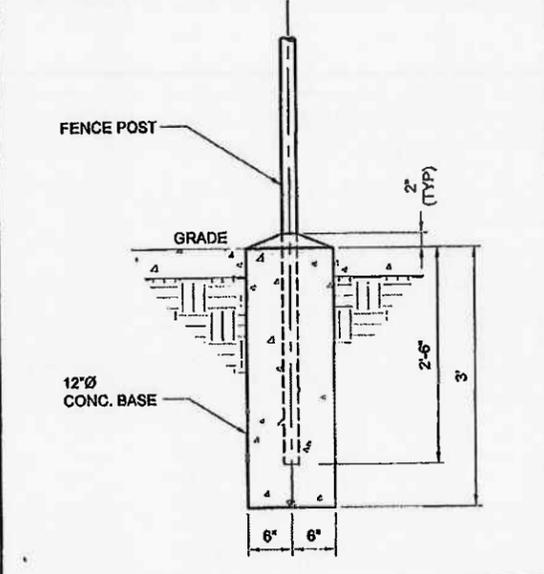
CEI JOB NUMBER: 10-69007



**UTILITY LIGHT**  
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

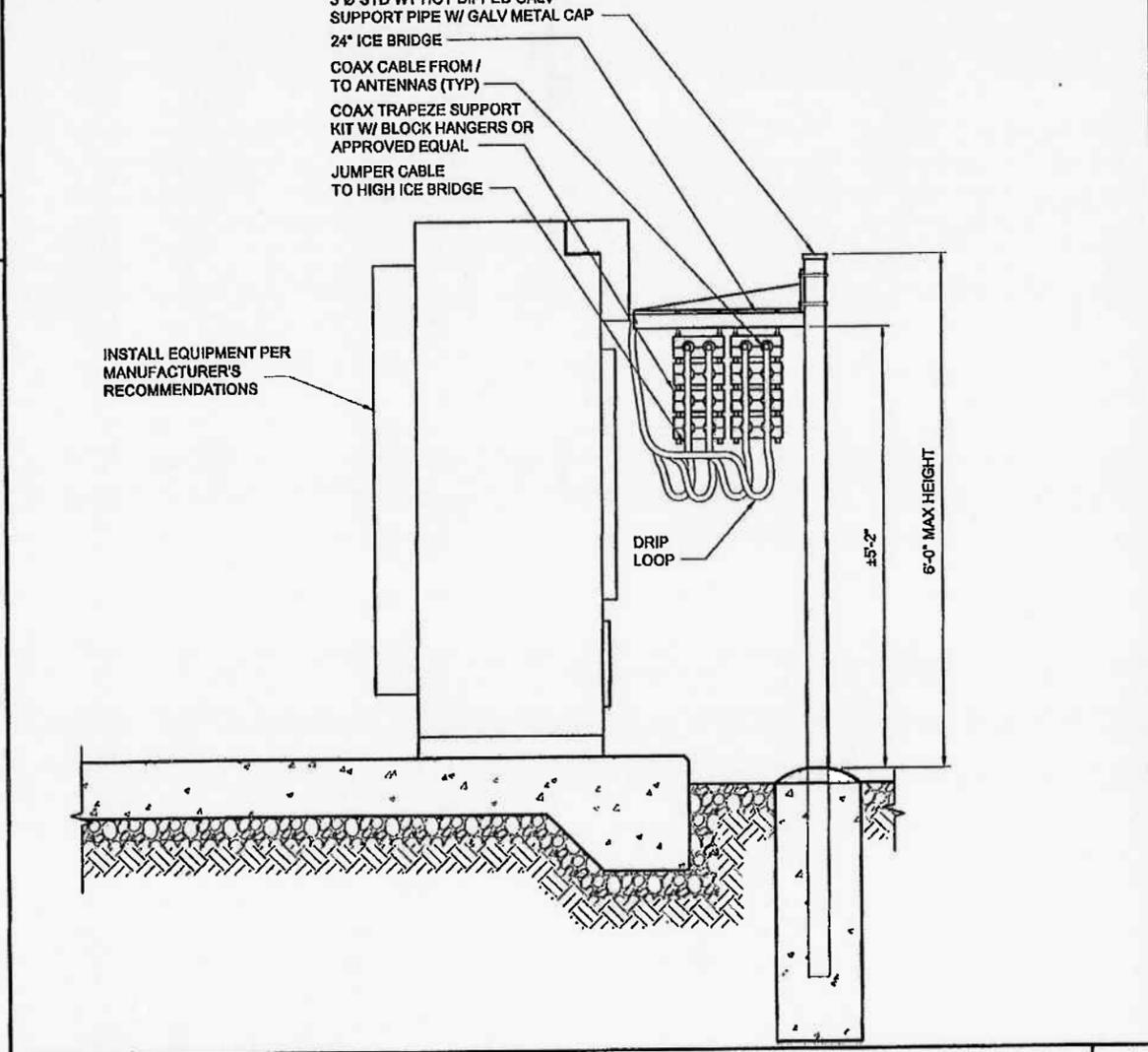
**CHAINLINK FENCE & GATE DETAIL**  
22x34 SCALE: 1/4" = 1'-0" 11x17 SCALE: 1/8" = 1'-0"

**NOT USED**  
22x34 SCALE: NTS 11x17 SCALE: NTS



**CONCRETE PIER**  
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

**BARBED WIRE CONNECTION**  
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"



**ICE BRIDGE ELEVATION**  
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"



PROJECT CONSULTANTS:  
**GoodmanNetworks**  
RELIABLE. STRATEGIC. EFFICIENT.

PLANS PREPARED BY:  
**CORNERSTONE ENGINEERING, INC.**  
16928 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE 425.487.1732 FAX: 425.487.1734  
EMAIL ce@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:  
**PL52 SHERWOOD SOUTH**  
15288 SW DIVISION STREET  
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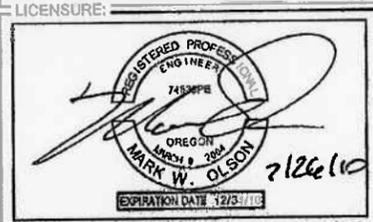
ISSUED FOR:  
**90% PCD'S**

REV: DATE: DESCRIPTION: BY: CK:

0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: AJB CHK.: MWO APV.: MWO

CURRENT ISSUE DATE:  
**07-26-10**



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DRAWING TITLE:  
**CONSTRUCTION DETAILS**

DRAWING NUMBER:  
**A-4.1 0**  
CEI JOB NUMBER: 10-59007



PROJECT CONSULTANTS:



PLANS PREPARED BY:



16928 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
PHONE: 425-487-1732 FAX: 425-487-1734  
EMAIL: ce@cornerstone-engr.com  
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PL52  
SHERWOOD SOUTH

15286 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

90% PCD'S

REV: DATE: DESCRIPTION: BY: CK:

REV	DATE	DESCRIPTION	BY	CK
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1	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

CURRENT ISSUE DATE:  
07-26-10

LICENSURE:



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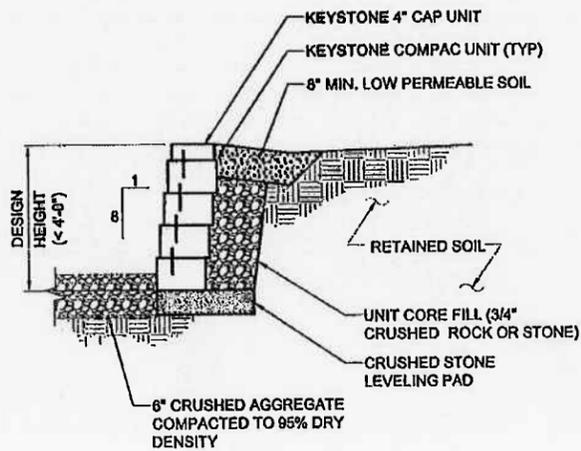
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CONSTRUCTION DETAILS

DRAWING NUMBER:

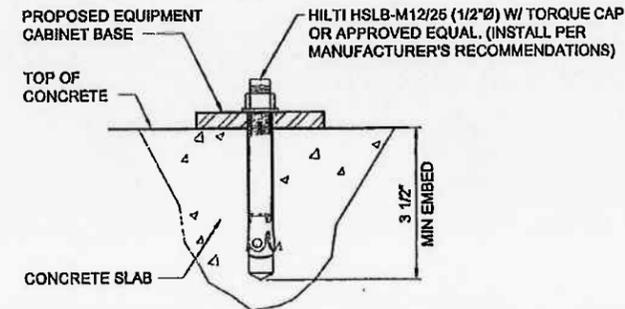
A-4.2 0

CEI JOB NUMBER: 10-69697



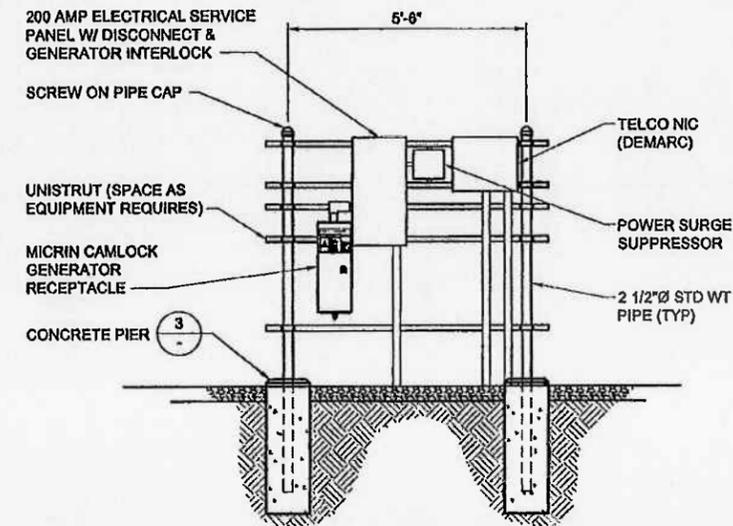
RETAINING WALL DETAIL

22x34 SCALE: 3/4" = 1'-0" 11x17 SCALE: 3/8" = 1'-0"



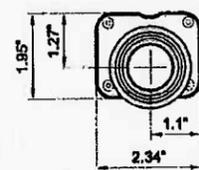
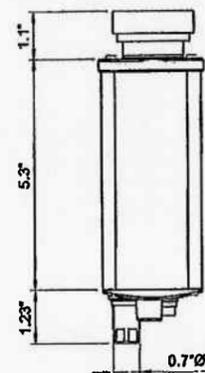
EXPANSION ANCHOR

22x34 SCALE: 6" = 1'-0" 11x17 SCALE: 3" = 1'-0"



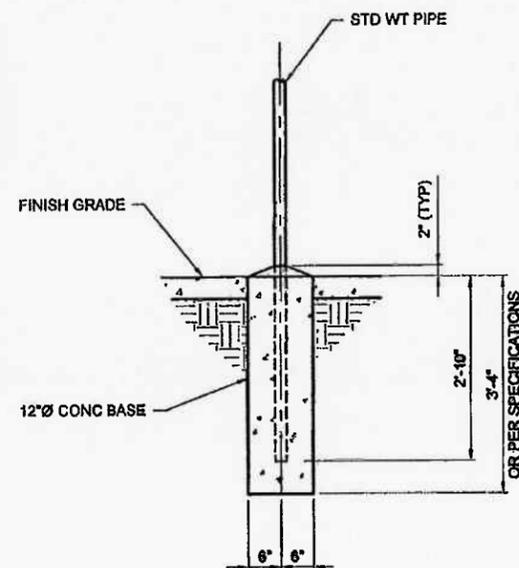
UTILITY RACK ELEVATION DETAIL

22x34 SCALE: 1/2" = 1'-0" 11x17 SCALE: 1/4" = 1'-0"



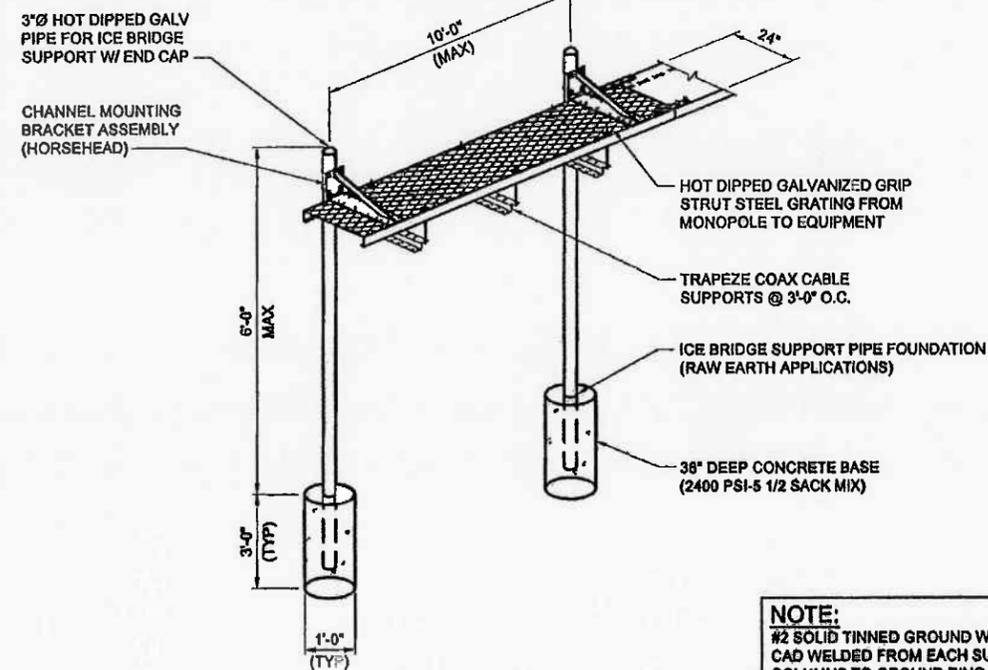
RET DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS



CONCRETE PIER DETAIL

22x34 SCALE: 3/4" = 1'-0" 11x17 SCALE: 3/8" = 1'-0"



ICE BRIDGE DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

NOTE:  
#2 SOLID TINNED GROUND WIRE TO BE CAD WELDED FROM EACH SUPPORT COLUMNS TO GROUND RING

4

3

1



PROJECT CONSULTANTS:  
**Goodman Networks**

PLANS PREPARED BY:  
**CORNERSTONE ENGINEERING, INC.**  
 16926 WOODINVILLE-REDMOND RD NE, SUITE 210  
 WOODINVILLE, WA 98072  
 PHONE: 425 487-1732 FAX: 425 487-1734  
 EMAIL: ca@cornerstone-engr.com  
 WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:  
**PL52 SHERWOOD SOUTH**  
 16288 SW DIVISION STREET  
 SHERWOOD, OR 97140  
 WASHINGTON COUNTY

ISSUED FOR:  
**90% PCD'S**

REV	DATE	DESCRIPTION	BY	CHK
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A	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: **AJB** CHK: **MWO** APV: **MWO**

CURRENT ISSUE DATE: **07-26-10**

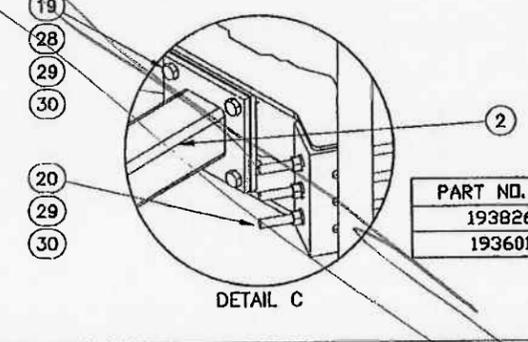
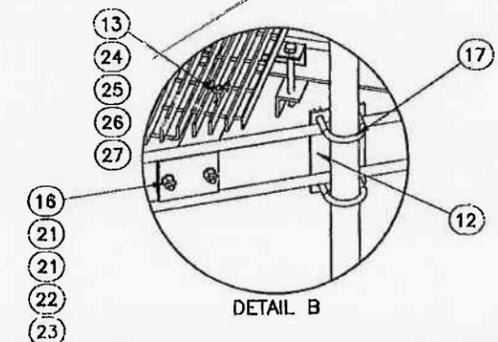
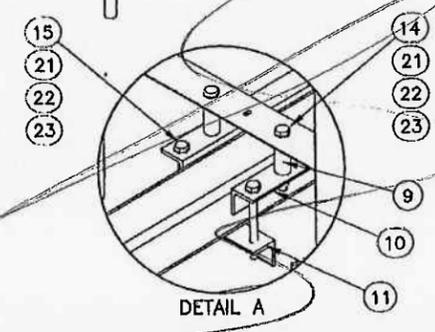
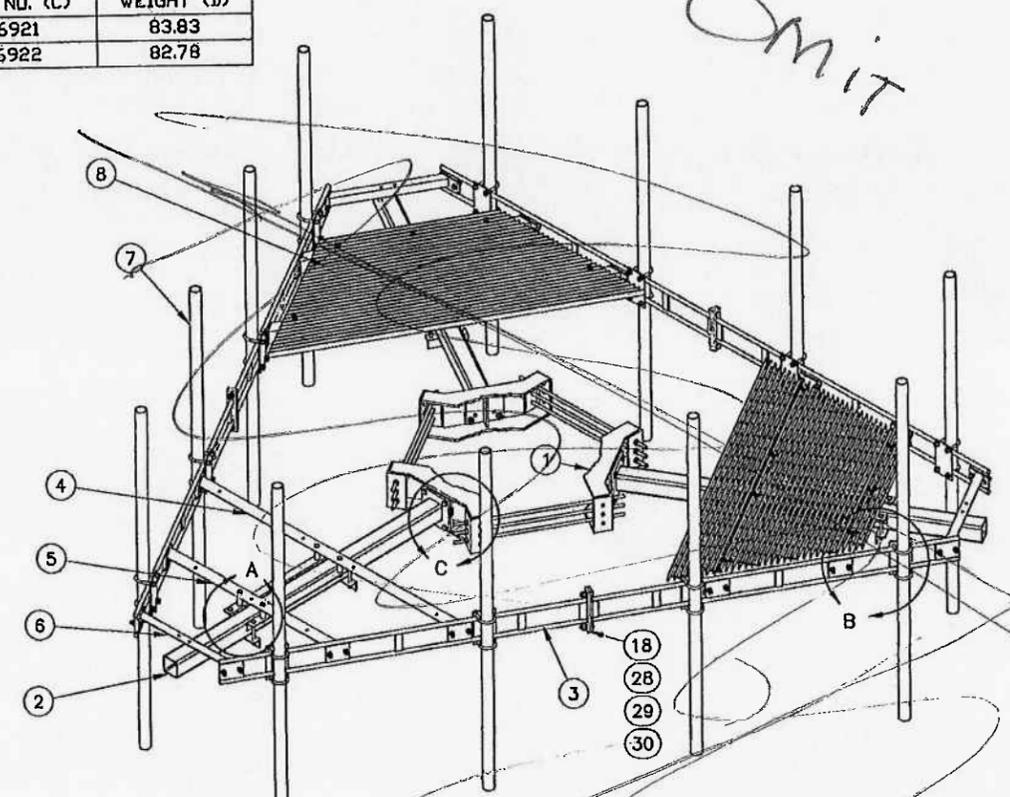
LICENSURE:

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DRAWING TITLE: **ANTENNA PLATFORM DETAILS**

DRAWING NUMBER: **A-4.3 0**  
 CEI JOB NUMBER: 10-89807

PART NO. (C)	WEIGHT (D)
176921	83.83
176922	82.78



ITEM	QTY	PART NO.	DESCRIPTION	LENGTH	WEIGHT
1	3	150712	UNIVERSAL MONOPOLE CLAMP		55.20
2	3	SEE CHART (A)	MAIN SUPPORT ARM	78" (REF)	SEE CHART (B)
3	6	193592	TRUSS ARM		40.07
4	3	193589	INSIDE CONNECTION ANGLE		27.02
5	3	193587	MIDDLE CONNECTION ANGLE		19.14
6	3	193585	OUTSIDE CONNECTION ANGLE		10.10
7	12	111436	ANTENNA PIPE	84" (REF)	26.80
8	3	SEE CHART (C)	BAR GRATING		SEE CHART (D)
9	12	193613	BUSHING		0.51
10	6	193582	TOP CLAMP ANGLE		7.96
11	6	193581	BOTTOM CLAMP ANGLE		2.25
12	12	193611	MOUNTING PLATE		2.62
13	21	140488	SADDLE CLAMP		0.06
14	12	141070	1/2" x 4-1/2" BOLT (G5)	4-1/2" (REF)	0.28
15	12	141074	1/2" x 6-1/2" BOLT (G5)	6-1/2" (REF)	0.36
16	36	141063	1/2" x 1-3/4" BOLT (G5)	1-3/4" (REF)	0.13
17	24	155401	1/2" U-BOLT ASSEMBLY		0.76
18	6	311126	5/8" x 2-1/4" BOLT (A325)	2-1/4" (REF)	0.26
19	12	311127	5/8" x 2-1/2" BOLT (A325)	2-1/2" (REF)	0.27
20	9	313168	5/8" THREADED ROD	36" (REF)	3.30
21	96	312062	1/2" FLAT WASHER		0.01
22	60	312063	1/2" LOCK WASHER		0.01
23	60	312500	1/2" HEX NUT		0.05
24	21	193636	1/4" x 2" BOLT (J429)	2" (REF)	0.01
25	21	141299	1/4" FLAT WASHER		0.01
26	21	311999	1/4" LOCK WASHER		0.01
27	21	176926	1/4" HEX NUT		0.01
28	18	312122	5/8" FLAT WASHER		0.03
29	36	312123	5/8" LOCKWASHER		0.02
30	36	312501	5/8" PLAIN NUT		0.12

TOTAL WEIGHT: 1613.25

PART NO. (A)	WEIGHT (B)
193826	95.31
193601	104.86

PATENT PENDING

**PROPRIETARY NOTE:**  
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**TOLERANCE NOTE:**  
 TOLERANCES ON DIMENSIONS UNLESS OTHERWISE NOTED ARE (PLUS OR MINUS) MACHINING 0.030" AND STRUCTURAL 0.060". BENDS ARE (+ OR -) 1/2 DEGREE.

DESCRIPTION	P7 13' PLATFORM
DR BY	BMC 6/3/2005
CPD NO	3771
DRAWING USAGE	CUST
PART NO.	
DWG NO.	193637

**valmont** STRUCTURES  
 1-877-467-4763 Plymouth, IN  
 1-888-880-9191 Salem, OR

REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE

Substitute, T-arms per attached cut sheets for low profile antenna platform.

**1. SIGNS & PLACEMENT**

**A. LOW LEVEL (BLUE) WARNING SIGNS - PLACE AT SITE ENTRY/ACCESS POINTS ONLY:**

ROOF TOPS: PLACE SIGNS ON THE INSIDE OF ROOF HATCH; PLACE ON ACCESS DOOR UNLESS DOOR IS USED BY GENERAL PUBLIC OR BUILDING TENANTS REGULARLY FOR ACCESS - IN THESE CASES CONSULT CONSTRUCTION MANAGER OR QC SUPERVISOR

WATER TANKS: PLACE SIGNS ON COMPOUND GATE

AT&T-OWNED SITES: PLACE ONE SIGN ON SITE GATE

ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS TECH SCREWS

**2. CC PARTICIPATION IN SIGN LOCATION**

CM WILL MEET WITH ALL CC'S TO OUTLINE CRITERIA FOR SIGN PLACEMENT; EMPHASIS WILL BE ON 'GRAY AREA' SITES, WHERE SIGN PLACEMENT IS PARTICULARLY CHALLENGING - WE WILL GIVE CC'S AS MUCH GUIDANCE ON SPECIFIC SITUATIONS AS WE CAN FORESEE, BUT CC'S WILL BE ENCOURAGED TO PARTNER CM OR QC IN DECIDING PLACEMENT OF DIFFICULT SITES. A JOINT SITE VISIT MAY BE REQUIRED TO FULFILL REQUIREMENTS

CC WILL CALL OUT SIGN LOCATION(S) AT THE A&E WALK FOR EACH SITE AS THOSE OCCUR

ON SITES WITH EXISTING A&E BUT NOT YET CONSTRUCTED, CC WILL BE ASKED TO PROVIDE (WITHIN A REASONABLE TIME FRAME TBD) A DETAIL FOR SIGN PLACEMENT THAT WILL BE SLIP-SHEETED INTO EXISTING SETS

**3. SIGN DISBURSEMENT FROM WAREHOUSE**

SIGNS WILL BE IN STACK AT KENT WAREHOUSE TO BE DISBURSED AS PART OF THE GC BOM AS CALLED OUT IN A&E DRAWINGS FOR EACH SITE

NOTICE

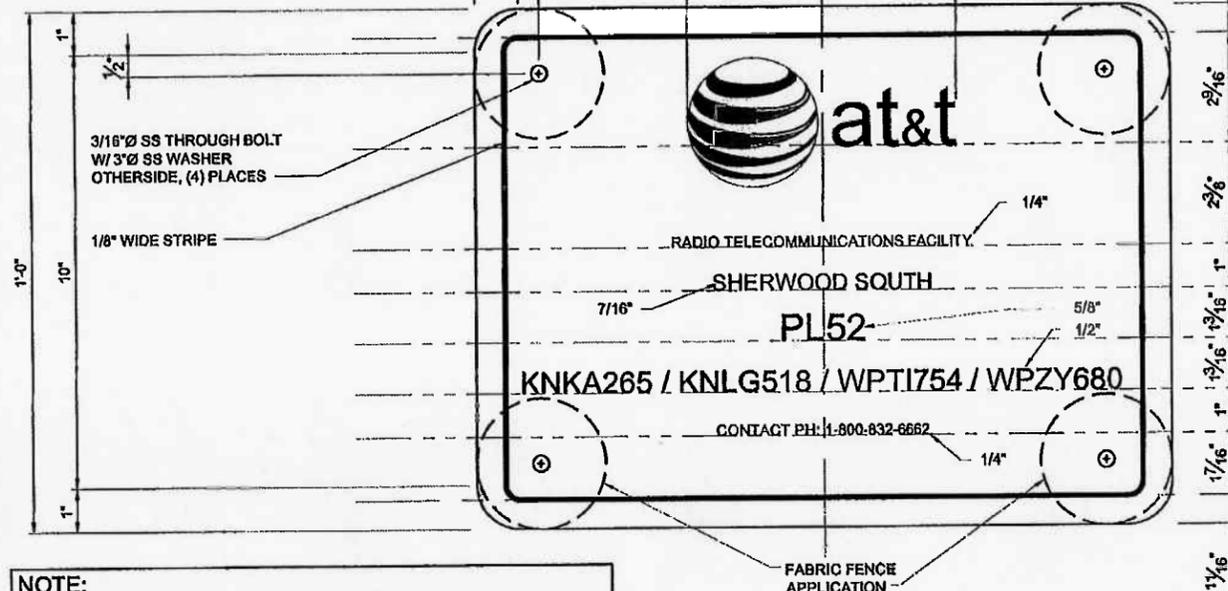


Beyond this point you are entering an area where RF Emissions may exceed the FCC General Population Exposure Limits

Follow all posted signs and site guidelines for working in an RF environment

Ref: FCC 47CFR 1.137(b)  
AT&T Wireless

**NOTE:**  
1. FOR AT&T LOGO SEE AT&T LOGO DESIGN SPECIFICATIONS (PROVIDED BY AT&T)  
2. ALL TEXT FONT IS ARIAL U.N.O.  
3. CONTRACTOR TO PROCURE FCC NO. FROM COMPLIANCE COORDINATOR  
PH: (425) 589-8660



**NOTE:**  
1. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER AT&T CONSTRUCTION MANAGER RECOMMENDATIONS  
2. CABINET MOUNTING APPLICATION REQUIRES ADHERING PLATE TO FACE OF CABINET WITH WATERPROOF POLYURETHANE ADHESIVE



PROJECT CONSULTANTS:



PLANS PREPARED BY:



PROJECT INFO:

**PL52  
SHERWOOD SOUTH**

15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

**90% PCD'S**

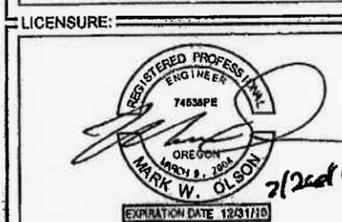
REV. DATE DESCRIPTION BY CK:

REV.	DATE	DESCRIPTION	BY	CK
0	07-26-10	ISSUED FOR 90% PCD'S	BMH	MWO
A	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: AJB CHK.: MWO APV.: MWO

CURRENT ISSUE DATE: 07-26-10

LICENSURE:



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DRAWING TITLE:

**CONSTRUCTION DETAILS**

DRAWING NUMBER:

A-4.4      0

CEJ JOB NUMBER: 10-69607

**RF WARNING SIGNAGE**

22x34 SCALE: NTS      11x17 SCALE: NTS

**NOTE:**  
PLACE SIGNAGE ON CHAINLINK FENCE (MIN OF 1 ON GATE)

DANGER

NO  
TRESPASSING

**NO TRESPASSING SIGN**

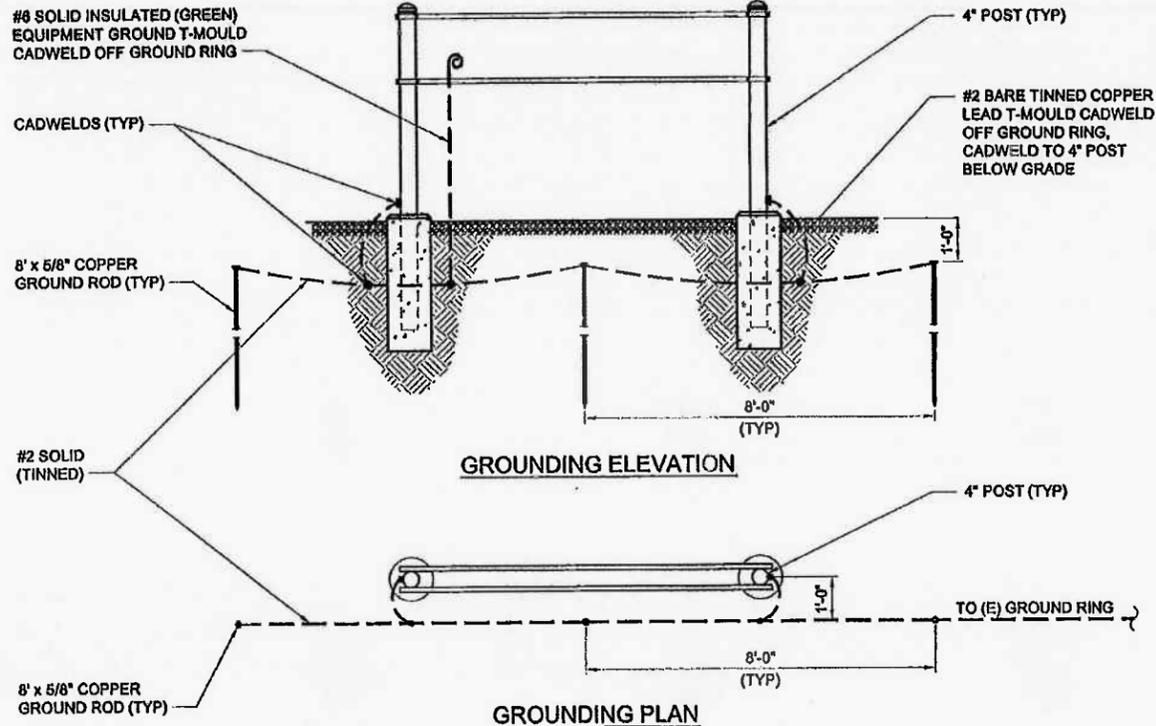
22x34 SCALE: NTS      11x17 SCALE: NTS

**AT&T SIGNAGE DETAIL**

22x34 SCALE: NTS      11x17 SCALE: NTS

**NOT USED**

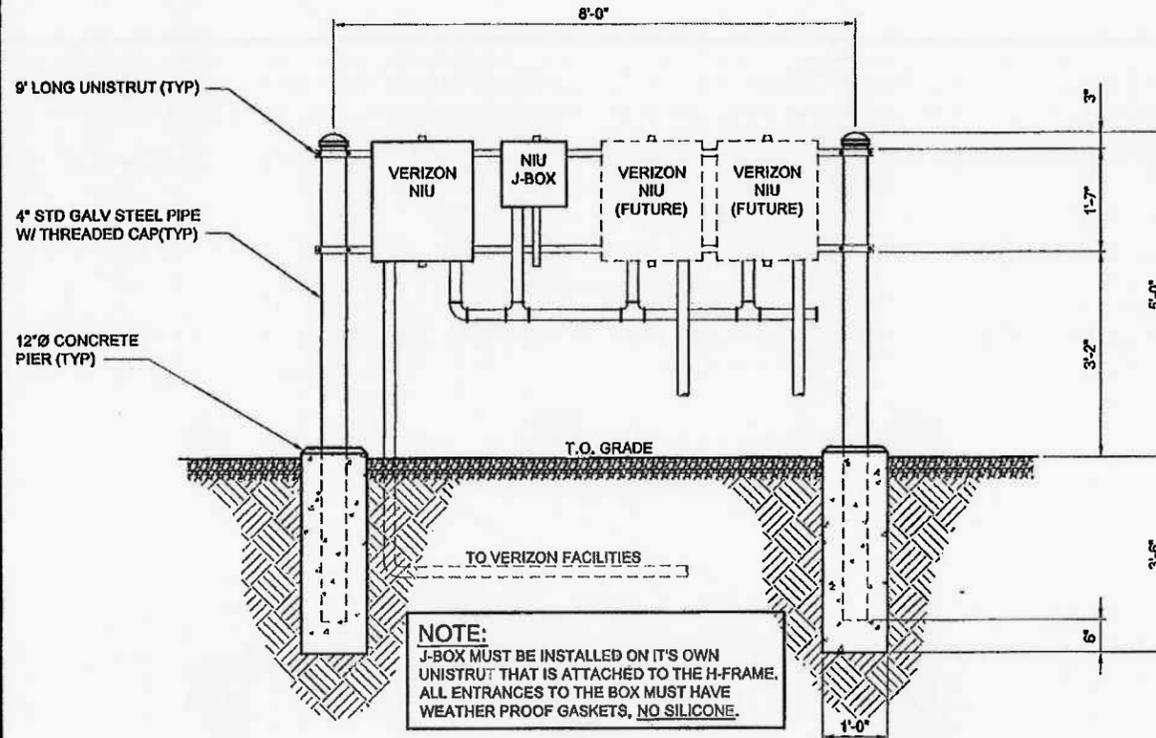
22x34 SCALE: NTS      11x17 SCALE: NTS



VERIZON H-FRAME GROUNDING DETAIL

22x34 SCALE: 1/2" = 1'-0" 11x17 SCALE: 1/4" = 1'-0"

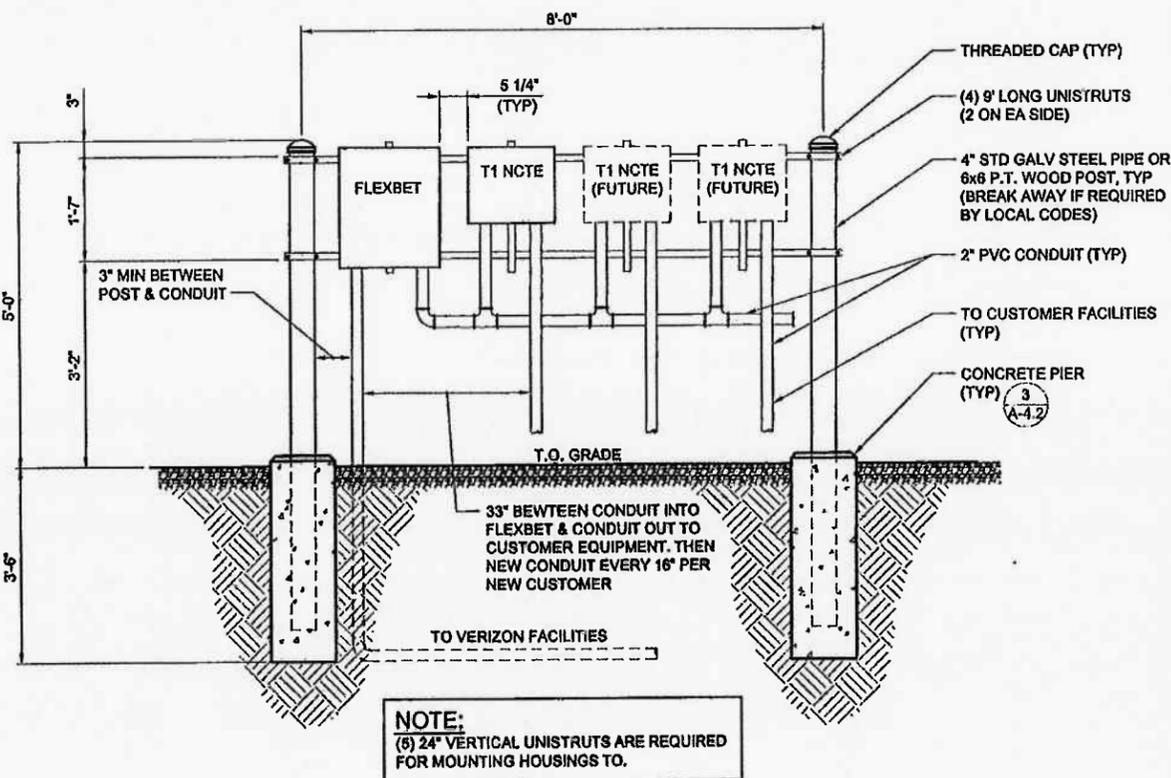
4



VERIZON H-FRAME BACK ELEVATION

22x34 SCALE: 3/4" = 1'-0" 11x17 SCALE: 3/8" = 1'-0"

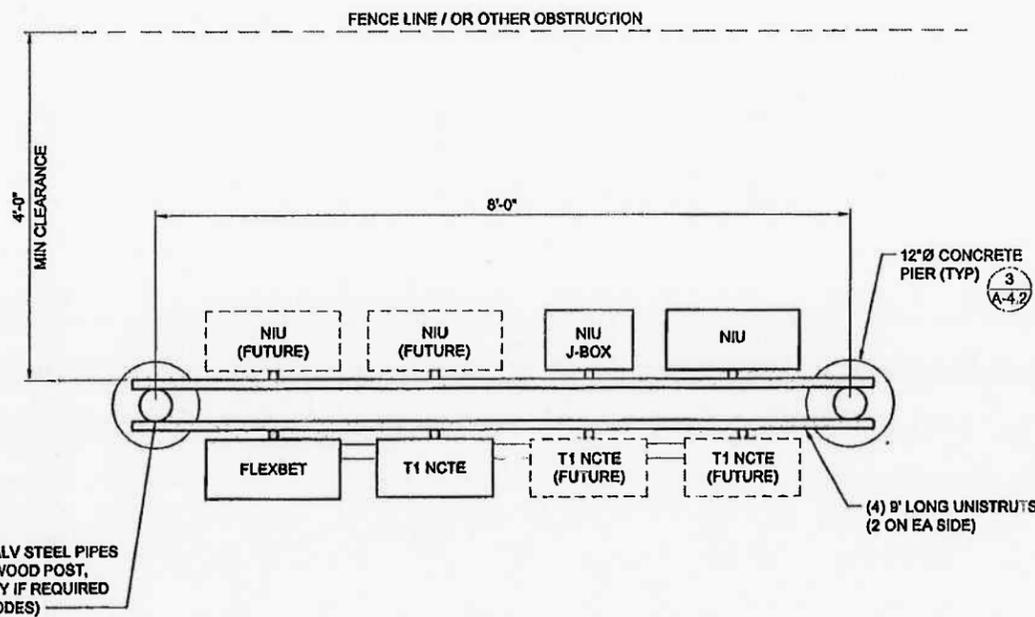
3



VERIZON H-FRAME FRONT ELEVATION

22x34 SCALE: 3/4" = 1'-0" 11x17 SCALE: 3/8" = 1'-0"

2



VERIZON H-FRAME PLAN

22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0"

1



PROJECT CONSULTANTS:



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AJB MWO MWO

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DRAWING TITLE:  
CONSTRUCTION DEATILS

DRAWING NUMBER:  
A-5 0

CEI JOB NUMBER: 10-69007

**SWEEP TEST REQUIREMENTS:**

AT&T WIRELESS  
SEATTLE, WA.  
ANTENNA AND TRANSMISSION LINE TEST REQUIREMENTS

**REQUIRED EQUIPMENT**

- (1) WILTRON/ANRITSU SITE MASTER S331A/B/C OR EQUIVALENT
- (1) OPEN, SHORT, LOAD
- (1) DIN FEMALE TO N TYPE MALE ADAPTER (LOW LOSS)
- (1) DIN MALE TO N TYPE MALE ADAPTER (LOW LOSS)
- (2) DIN FEMALE TO DIN FEMALE ADAPTER (LOW LOSS)
- (1) PHASE STABLE CABLE
- (1) TRUE-RMS MULTI-METER

**FREQUENCIES TO BE USED**

PCS FREQUENCY BAND 1850MHZ-1990MHZ

TRANSMIT FREQUENCY 1930MHZ-1940MHZ

RECEIVE FREQUENCY 1850MHZ-1860MHZ

**TRANSMISSION LINE AND ANTENNA SYSTEM TEST**

- (1) INSERTION LOSS/CABLE LOSS
- (2) ANTENNA/TRANSMISSION LINE DISTANCE TO FAULT (RL)
- (3) ANTENNA SYSTEM RETURN LOSS
- (4) ANTENNA SYSTEM WITH DUPLEXER/TMA/ANTENNA RETURN LOSS
- (5) TRANSMISSION LINE CONTINUITY TEST

**INSERTION LOSS**

THIS TEST WILL MEASURE THE CABLE LOSS OF THE TRANSMISSION LINE AND JUMPERS BETWEEN THE CABINET AND ANTENNA. TEST FREQUENCIES: F1=1850 F2=1990

1. ENTER THE FREQUENCIES TO BE USED IN F1 AND F2.
2. RE-CALIBRATE TEST EQUIPMENT.
3. CONNECT THE TWO JUMPERS GOING TO THE ANTENNA (BYPASS TMA) AND THE CABINET (BYPASS DUPLEXER) USING THE DIN (F) TO DIN (F) CONNECTORS.
4. CONNECT A SHORT AT THE END OF THE LAST JUMPER BEFORE THE ANTENNA, OF THE LINE UNDER TEST.
5. CONNECT TEST EQUIPMENT TO THE LAST TX JUMPER (YELLOW/RED) BEFORE THE CABINET, OF THE LINE UNDER TEST.
6. PERFORM MEASUREMENT, THEN DUE STEPS 10 THROUGH 12.
7. DISCONNECT TX JUMPER, THEN CONNECT THE RX JUMPER (YELLOW/GREEN) TO DIN (F) ADAPTER.
8. CONNECT TEST EQUIPMENT TO THE LAST RX JUMPER (YELLOW/GREEN) BEFORE THE CABINET, OF THE LINE UNDER TEST.
9. PERFORM MEASUREMENT, THEN DUE STEP 10 THROUGH 13.
10. ADD THE MAXIMUM PEAK TO THE MINIMUM VALLEY THEN DIVIDE BY TWO. THIS IS THE CABLE INSERTION LOSS. THIS VALUE SHOULD NOT BE GREATER THEN -4DB.
11. PEAK MAX (M1) + VALLEY MIN (M2)/2= CABLE INSERTION LOSS.
12. RECORD CALCULATED/MEASURED VALUE ON SWEEP DATA SHEET, THEN SAVE SWEEP TO A MEMORY LOCATION.
13. REPEAT STEPS 1 THROUGH 12 FOR THE REST OF THE TRANSMISSION LINES.

**ANTENNA/TRANSMISSION LINE DISTANCE TO FAULT (RL):**  
THIS TEST IS A PERFORMANCE VERIFICATION AND FAILURE ANALYSIS TOOL FOR THE ANTENNA, TRANSMISSION LINES AND CONNECTORS. TEST FREQUENCIES: F1=1850 F2=1990

1. ENTER THE FREQUENCIES TO BE USED IN F1 AND F2.
2. RE-CALIBRATE TEST EQUIPMENT.
3. CONNECT THE TWO JUMPERS GOING TO THE ANTENNA (BYPASS TMA) AND THE CABINET (BYPASS DUPLEXER) USING THE DIN (F) TO DIN (F) CONNECTORS.
4. CONNECT THE ANTENNA TO THE LINE UNDER TEST.
5. CONNECT TEST EQUIPMENT TO THE LAST TX JUMPER (YELLOW/RED) BEFORE THE CABINET, OF THE LINE UNDER TEST.
6. PERFORM MEASUREMENT, VERIFY RESULTS WITH STEPS 10 THROUGH 13.
7. DISCONNECT TX JUMPER, THEN CONNECT THE RX JUMPER (YELLOW/GREEN) TO DIN (F) ADAPTER.
8. CONNECT TEST EQUIPMENT TO THE LAST RX JUMPER (YELLOW/GREEN) BEFORE THE CABINET, OF THE LINE UNDER TEST.
9. PERFORM MEASUREMENT, VERIFY RESULTS WITH STEPS 10 THROUGH 13.
10. VERIFY EACH DIN CONNECTOR HAS A RL LESS THEN -32DB, N TYPE -28DB.
11. VERIFY THE TRANSMISSION LINE HAS A RL LESS THEN -45DB.
12. VERIFY THE ANTENNA HAS A RL LESS THEN -17DB.
13. RECORD PASS/FAIL ON SWEEP DATA SHEET, THEN SAVE SWEEP TO A MEMORY LOCATION.
14. REPEAT STEPS 1 THROUGH 13 FOR THE REST OF THE ANTENNA'S AND TRANSMISSION LINES.

**ANTENNA SYSTEM RETURN LOSS:**

THIS TEST MEASURES THE RL OF THE TRANSMISSION LINE TERMINATING INTO THE ANTENNA WITHOUT THE TMA AND DUPLEXER. TEST FREQUENCIES: F1=1850 F2=1990

1. ENTER THE FREQUENCIES TO BE USED IN F1 AND F2.
2. RE-CALIBRATE TEST EQUIPMENT.
3. CONNECT THE TWO JUMPERS GOING TO THE ANTENNA (BYPASS TMA) AND THE CABINET (BYPASS DUPLEXER) USING THE DIN (F) TO DIN (F) CONNECTORS.
4. CONNECT THE ANTENNA TO THE LINE UNDER TEST.
5. CONNECT TEST EQUIPMENT TO THE LAST TX JUMPER (YELLOW/RED) BEFORE THE CABINET, OF THE LINE UNDER TEST.
6. PERFORM MEASUREMENT, VERIFY RESULTS WITH STEPS 10 THROUGH 13.
7. DISCONNECT TX JUMPER, THEN CONNECT THE RX JUMPER (YELLOW/GREEN) TO DIN (F) ADAPTER.
8. CONNECT TEST EQUIPMENT TO THE LAST RX JUMPER (YELLOW/GREEN) BEFORE THE CABINET, OF THE LINE UNDER TEST.
9. PERFORM MEASUREMENT, VERIFY RESULTS WITH STEPS 10 THROUGH 13.
10. VERIFY ANTENNA SYSTEM USING 1 5/8" WAVE-GUIDE HAS A RL LESS THEN -17DB, 200FT MAX.
11. VERIFY ANTENNA SYSTEM USING 7/8" WAVE-GUIDE HAS A RL LESS THEN -18DB, 200FT MAX.
12. FOR SYSTEMS ABOVE 200FT 1 5/8" RL -15.5DB, 7/8" RL -14DB.
13. RECORD TEST RESULTS ON SWEEP DATA SHEET, THEN SAVE SWEEP TO A MEMORY LOCATION.
14. REPEAT STEPS 1 THROUGH 13 FOR THE REST OF THE ANTENNA SYSTEMS.

**ANTENNA SYSTEM WITH DUPLEXER AND TMA RETURN LOSS:**

THIS TEST MEASURES THE RL OF THE COMPLETE ANTENNA NETWORK ON THE TX PATH. TX TEST FREQUENCIES: F1=1930 F2=1940

1. ENTER THE FREQUENCIES TO BE USED IN F1 AND F2.
2. RE-CALIBRATE TEST EQUIPMENT.
3. REMOVE DIN (F) TO DIN (F) FROM BOTH TOP AND BOTTOM JUMPERS.
4. CONNECT TOP JUMPERS TO TMA AND CONNECT BOTTOM JUMPER TO DUPLEXER.
5. CONNECT TEST EQUIPMENT TO TX 1 (YELLOW/RED).
6. PERFORM MEASUREMENT.
7. VERIFY ANTENNA NETWORK USING 1 5/8" WAVE-GUIDE HAS A RL LESS THEN -15.5DB, 200FT MAX.
8. VERIFY ANTENNA NETWORK USING 7/8" WAVE-GUIDE HAS A RL LESS THEN -14.5DB, 200FT MAX.
9. FOR ANTENNA NETWORK ABOVE 200FT 1 5/8" RL -14DB, 7/8" RL -12.5DB.
10. RECORD TEST RESULTS ON SWEEP DATA SHEET, THEN SAVE SWEEP TO A MEMORY LOCATION.
11. REPEAT STEPS 1 THROUGH 10 FOR THE REST OF THE TX ANTENNA NETWORKS.

**ANTENNA SYSTEM WITH DUPLEXER AND TMA RETURN LOSS:**

THIS TEST MEASURES THE RL OF THE COMPLETE ANTENNA NETWORK ON THE RX PATH. REMINDER THE TEST EQUIPMENT WILL TERMINATE INTO THE TMA ON THE RX PATH. RX TEST FREQUENCIES: F1=1850 F2=1860

1. ENTER THE FREQUENCIES TO BE USED IN F1 AND F2.
2. RE-CALIBRATE TEST EQUIPMENT.
3. REMOVE DIN (F) TO DIN (F) FROM BOTH TOP AND BOTTOM JUMPERS.
4. CONNECT TOP JUMPERS TO TMA AND CONNECT BOTTOM JUMPER TO DUPLEXER.
5. CONNECT TEST EQUIPMENT TO RX 1 (YELLOW/GREEN).
6. PERFORM MEASUREMENT.
7. VERIFY ANTENNA NETWORK USING 1 5/8" WAVE-GUIDE HAS A RL LESS THEN -16.5DB, 200FT MAX.
8. VERIFY ANTENNA NETWORK USING 7/8" WAVE-GUIDE HAS A RL LESS THEN -15.5DB, 200FT MAX.
9. FOR ANTENNA NETWORK ABOVE 200FT 1 5/8" RL -14DB, 7/8" RL -13.5DB.
10. RECORD TEST RESULTS ON SWEEP DATA SHEET, THEN SAVE SWEEP TO A MEMORY LOCATION.
11. REPEAT STEPS 1 THROUGH 10 FOR THE REST OF THE RX ANTENNA NETWORKS.

**TRANSMISSION LINE CONTINUITY TEST:**

THIS TEST WILL VERIFY THE CONTINUITY OF THE RX PATH BETWEEN THE BTS AND THE TMA FOR THE 15 VDC NETWORK.

1. CONNECT A SHORT AT THE END OF THE LAST JUMPER BEFORE THE TMA, OF THE LINE UNDER TEST.
  2. CONNECT MULTI-METER TO LAST JUMPER BEFORE THE BTS, RX 1 (YELLOW/GREEN). PLACE THE BLACK LEAD ON THE OUTER PART OF THE CONNECTOR AND THE RED LEAD ON THE CENTER PIN OF THE CONNECTOR.
  3. VERIFY THE METER READS A SHORT.
  4. REMOVE SHORT AND VERIFY METER READS OPEN.
  5. RECORD PASS/FAIL ON SWEEP DATA SHEET.
  6. RECONNECT JUMPERS TO TMA AND BTS.
  7. REPEAT STEPS 1 THROUGH 6 FOR THE REMAINING RECEIVE PATHS.
- NOTE: EDIT AND SAVE ALL SWEEPS TO A 3.5" DISKETTE AND E-MAIL SWEEPS TO JAMES.FUGATE@AT&T.COM PROVIDE A COPY OF ANTENNA SYSTEM TEST RESULTS WITH DISKETTE ON FINAL SITE WALK.

QUESTIONS CONTACT:

JAMES FUGATE: (206) 240-9006

**RF CABLE INSTALLATION:**

1. FOR 1/2-INCH COAX, THE MINIMUM LENGTH OF STRAIGHT COAX BETWEEN THE END OF A CONNECTOR AND THE BEGINNING OF A BEND IS 6 INCHES. FOR COAX LARGER THAN 1/2-INCH, THE MINIMUM LENGTH OF STRAIGHT COAX BETWEEN THE END OF A CONNECTOR AND THE BEGINNING OF A BEND IS 12 INCHES.
2. THE MINIMUM REQUIRED BEND RADIUS FOR 1/2-INCH COAX IS 5 INCHES. FOR COAX LARGER THAN 1/2-INCH, THE MINIMUM REQUIRED BEND RADIUS LISTED IN THE TABLES IN AT&T'S NETWORK GUIDE NG-0024, RF CABLE GUIDELINES (LATEST VERSION) WILL BE USED. USE THE BEND RADIUS VALUES IN THE COLUMN LABELED "MIN REPEAT BENDING RADIUS [IN]". ONLY, DO NOT USE THE VALUES IN THE COLUMN LABELED "MIN SINGLE BENDING RADIUS [IN]".
3. IF THE RF CABLE BEING INSTALLED IS NOT LISTED IN AT&T'S NETWORK GUIDE NG-0024, MANUFACTURER'S RECOMMENDATIONS FOR MINIMUM ALLOWABLE BEND RADIUS WILL BE FOLLOWED. BEND RADIUS VALUES LISTED AS "MIN SINGLE BENDING RADIUS [IN]" OR EQUIVALENT ARE NOT TO BE USED.
4. EQUIPMENT AND RF COMPONENTS SHOULD BE LOCATED TO ALLOW THESE BEND RADI TO BE INSTALLED. IF SPACE RESTRICTIONS DO NOT ALLOW THE RECOMMENDED COAX BEND RADIUS, USE OF A SHORTER BEND RADIUS IS ALLOWED PROVIDED THAT THE MAXIMUM ATTAINABLE BEND RADIUS IS USED.



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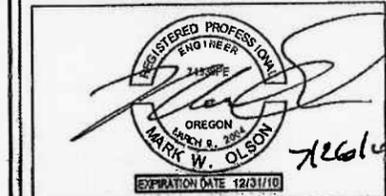
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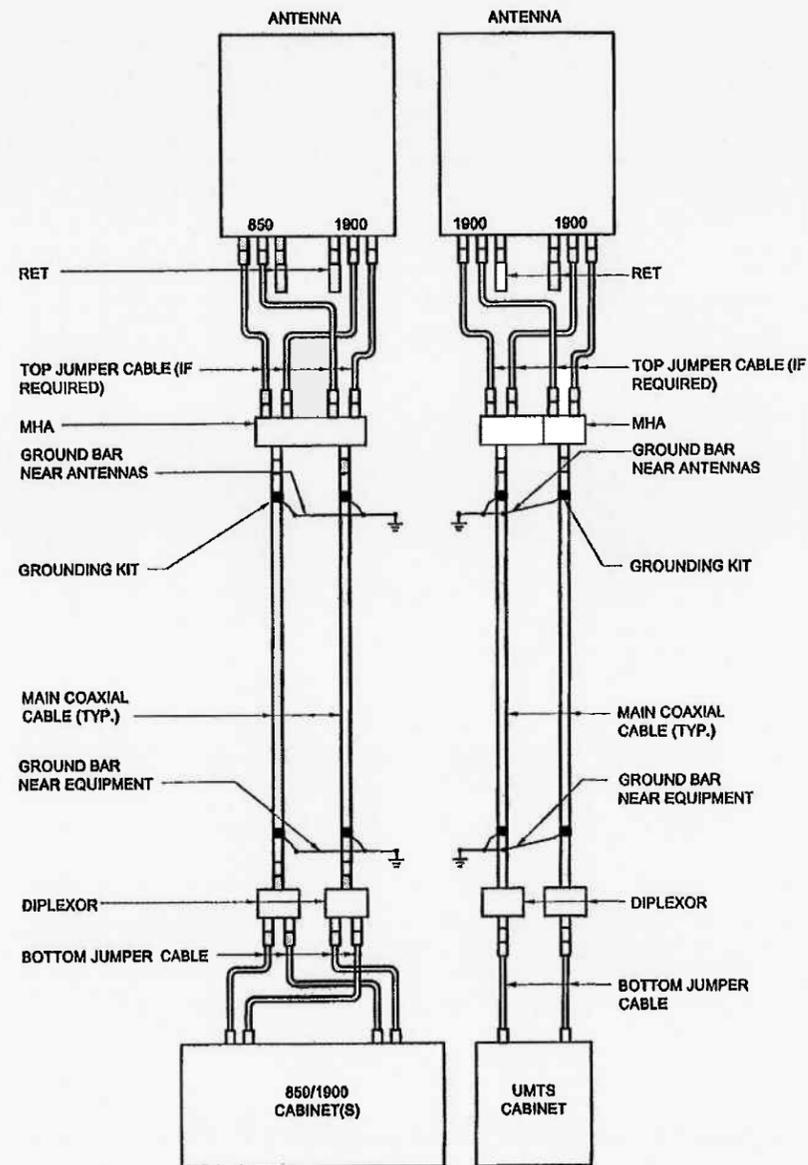
DRAWING TITLE:

ANTENNA SWEEP TEST

DRAWING NUMBER:

RF-1 0

CEI JOB NUMBER: 10-69007



**CABLE MARKING TAGS**

TO PROVIDE ADDITIONAL IDENTIFICATION EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL TAG MADE OF STAINLESS STEEL OR BRASS AND STAMPED AS SHOWN. THE ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE.

THE FOLLOWING ARE 3 DIFFERENT FORMATS TO BE USED FOR THE BRASS TAGS.

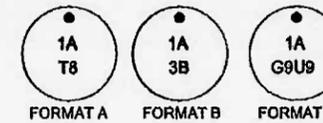
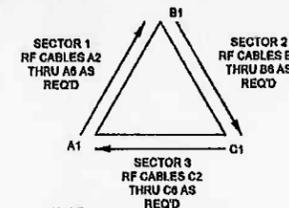


DIAGRAM OF BRASS TAG FORMATS

FORMAT A IS USED WHEN THERE IS ONLY ONE TECHNOLOGY BEING CARRIED ON A CABLE. FORMAT B IS USED WHEN TWO TECHNOLOGIES HAVE BEEN DIPLEXED ONTO ONE CABLE AND WILL BE BROKEN OUT THROUGH A DIPLEXOR AT THE TOP OF THE TOWER. FORMAT C IS USED WHEN TWO TECHNOLOGIES HAVE BEEN QUADRAPLEXED ONTO ONE CABLE FOR ANTENNA PORT SHARING AT THE TOP OF THE TOWER.

THE FIRST NUMBER DESIGNATES THE ANTENNA POSITION, THE SECOND CHARACTER DESIGNATES THE PORT ON THE ANTENNA, THE THIRD CHARACTER DESIGNATES THE TECHNOLOGY TYPE, AND THE LAST NUMBER DESIGNATES THE FREQUENCY BAND OF THE TECHNOLOGY.



NOTE: SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC REFER TO RF REPORT FOR EACH SPECIFIC SITE TO DETERMINE THE SECTOR ORIENTATION

ALL RF CABLE SHALL BE MARKED AS PER CABLE MARKING LOCATIONS TABLE BELOW:

CABLE MARKING LOCATIONS		
NO.	TAG	LOCATIONS
1.	X	END OF THE MAIN COAX RUN WHERE THE COAXIAL CABLE AND JUMPER TO THE ANTENNA ARE CONNECTED.
2.	X	CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER (AS APPLICABLE).
3.	X	END OF JUMPER AT BTS CABINET

**CABLE COLOR MARKING**

IN ADDITION TO THE IMPLEMENTATION OF BRASS TAGS, CONTRACTORS SHALL USE ONE BAND OF COLOR TAPE PER CABLE FOR SECTOR DESIGNATION LABELING.

THE COLORS SHALL BE AS FOLLOWS:  
 SECTOR A: RED  
 SECTOR B: BLUE  
 SECTOR C: GREEN

THE SECTOR DESIGNATIONS SHALL BE MARKED AS DESCRIBED ON THE CURRENT RF DATA SHEET (RFDS) AT TIME OF INSTALLATION. RF DATA SHEET IS TO REMAIN POSTED AT EVERY SITE.

**COAX BOOT SPECIFICATION**

ENTRY BOOTS TO SEAL COAX WITHIN 6" CONDUITS SHALL BE: ROXTEG H SEAL H3-150/3X(28-54)/20 SEE COAX CONDUIT EXIT SEAL DETAIL (WHEN APPLICABLE)

CONTRACTOR SHALL USE THE ABOVE PRODUCTS OR APPROVED EQUAL.



PROJECT CONSULTANTS:



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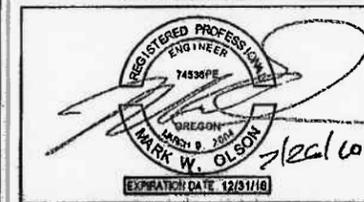
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DRAWING TITLE:

ANTENNA SECTOR LAYOUT & COAX COLOR CODING

DRAWING NUMBER:

RF-2 0

CEI JOB NUMBER: 10-69007



PROJECT CONSULTANTS:



PLANS PREPARED BY:



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LICENSURE:



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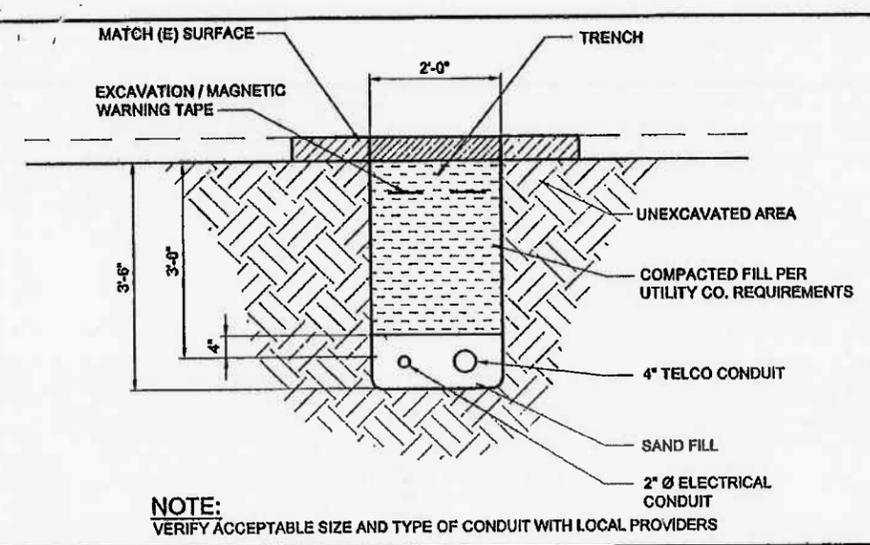
DRAWING TITLE:

**UTILITY PLAN AND DETAILS**

DRAWING NUMBER:

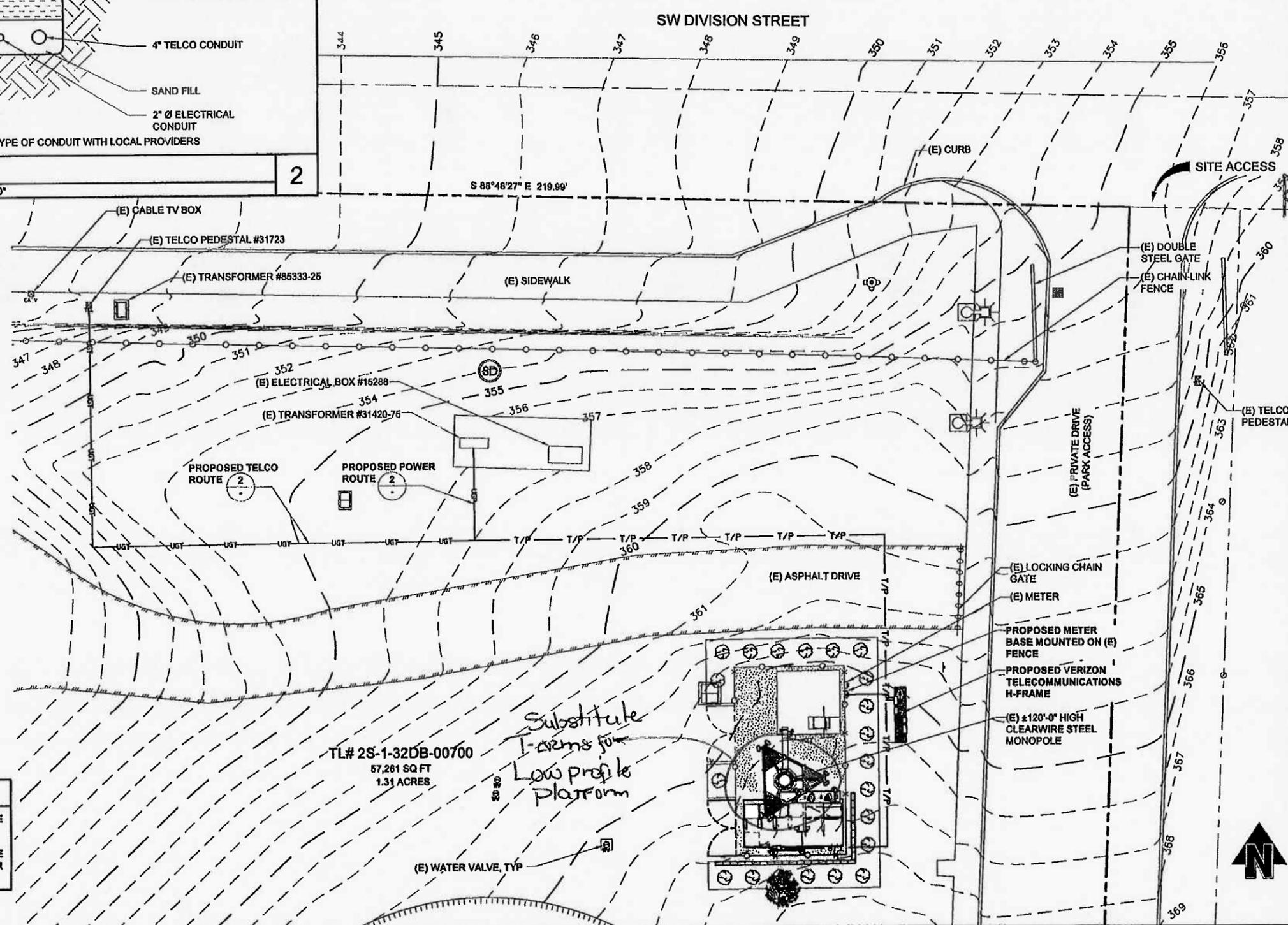
**E-1 0**

CEI JOB NUMBER: 10-69007



**NOTE:**  
VERIFY ACCEPTABLE SIZE AND TYPE OF CONDUIT WITH LOCAL PROVIDERS

**ELECTRICAL/TELCO TRENCH**  
22x34 SCALE: 3/4"=1'-0" | 11x17 SCALE: 3/8"=1'-0" | **2**



TL# 2S-1-32DB-00700  
57,281 SQ FT  
1.31 ACRES

*Substitute  
1'-diam for  
Low profile  
platform*

**UTILITY COMPANY'S**

**POWER**  
PGE  
PH: (800) 542-8818

**TELEPHONE**  
FRONTIER TELEPHONE  
PH: (503) 643-1001

CALL TWO WORKING DAYS BEFORE YOU DIG!  
**811**  
NATIONAL UTILITIES UNDERGROUND LOCATE  
SAFETY PRECAUTIONS SHALL BE OBSERVED BY CONTRACTORS AT ALL TRENCHING IN ACCORDANCE WITH CURRENTLY APPLICABLE STANDARDS.  
ELECTRIC RED SEWER GREEN GASOLINE YELLOW WATER BLUE  
TELECOM ORANGE PROPOSED WHITE WATER BLUE

**PROPOSED UTILITY RUNS**

POWER:	± 30'-0"	TRENCHED SEPARATE
	± 150'-0"	TRENCHED W/ TELCO
TELCO:	± 120'-0"	TRENCHED SEPARATE
	± 150'-0"	TRENCHED W/ POWER

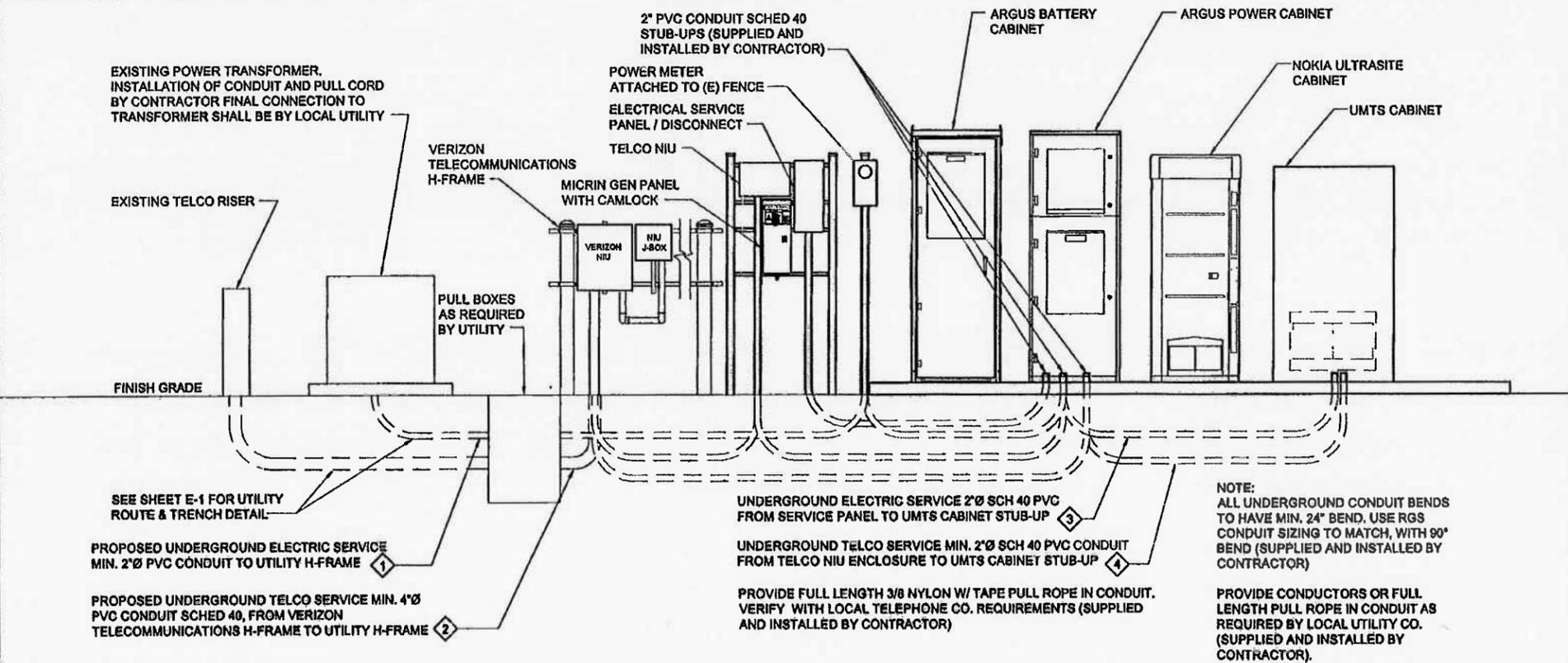
**UTILITY PLAN**  
22x34 SCALE: 1"=20'-0" | 11x17 SCALE: 1"=40'-0" | **1**

**ELECTRICAL SPECIFICATION:**

1. COMPLY WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE, THE REQUIREMENTS OF ALL APPLICABLE MUNICIPAL AND STATE CODES AND REGULATIONS, AND UTILITY GUIDELINES.
2. PERFORM ALL VERIFICATION, OBSERVATIONS, TESTING AND EXAMINATION OF WORK PRIOR TO THE ORDERING OF ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE CONSTRUCTION MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. UNDERGROUND CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE CONDUIT: SCHEDULE 40 CONFORMING TO UL ARTICLE 851: WESTERN PLASTICS OR CARBON MANUFACTURER. COUPLINGS SHALL BE SLIP-ON SOLVENT SEALED T PIPE: SOLVENT, WESTERN TYPE COMPATIBLE WITH PVC DUCT, ALL BENDS SHALL BE 30" MINIMUM RADIUS.
4. NEUTRAL SHALL BE COLOR CODED, INSULATION SHALL BE CROSS-LINKED POLYETHYLENE.
5. CONTRACTOR TO CONTACT ALL UTILITIES FOR LOCATION OF UNDERGROUND SERVICES. SERVICE LOCATIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING, FILING, AND FEES IN CONJUNCTION WITH THE PROJECT.
7. THE CONTRACTOR SHALL SCHEDULE ALL NECESSARY INSPECTIONS WITH THE PROPER AUTHORITIES AND INFORM AT&T 24-HOURS IN ADVANCE. ALL TICKETS AND INSPECTION VERIFICATIONS WILL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE WITHIN 24-HOURS AFTER THE INSPECTION HAS TAKEN PLACE.
8. ALL EQUIPMENT, WIRING, AND MATERIALS MUST HAVE A UL LABEL.
9. ALL WORK SHALL BE DONE BY QUALIFIED AND EXPERIENCED JOURNEYMEN AND PERFORMED IN A WORKMANLIKE MANNER AND SHALL PROCEED IN AN ORDERLY MANNER SO AS NOT TO HOLD UP THE PROGRESS OF THE PROJECT.
10. THOROUGHLY TEST ALL LINES, FEEDERS, EQUIPMENT, AND DEVICES WITH MAXIMUM LOADS TO ASSURE PROPER OPERATION
11. CONDUCTOR LENGTHS SHALL BE CONTINUOUS FROM TERMINATION TO TERMINATION WITHOUT SPLICES
12. PROVIDE PULL BOXES WHERE SHOWN AND/OR WHERE REQUIRED BY CODES AND/OR UTILITY COMPANIES.
13. ALL CONDUIT ROUGH IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS, CONTRACTOR SHALL VERIFY ALL LOCATIONS.
14. ALL WIRES SHALL BE TAGGED AT ALL PULL BOXES, J-BOXES, EQUIPMENT BOXES, AND CABINETS WITH APPROVED PLASTIC TAGS.
15. ALL BREAKERS IN PANEL BOXES SHALL BE IDENTIFIED WITH TYPE WRITTEN LABELS NEATLY PLACED ALONG SIDE OF THE BREAKER.
16. ALL FIRE RATED WALL AND FLOOR PENETRATIONS ARE TO BE CAULKED AND SEALED WITH A FIRE RESISTANT CAULKING TO MAINTAIN THE INTEGRITY OF THE FIRE SEPARATION.
17. UTILIZE SONNEBORN TYPE NP-1 CAULKING FOR SEALING ALL EXTERIOR WALL PENETRATIONS

**ELECTRICAL/TELCO SCHEMATIC**

22x34 SCALE: NTS 11x17 SCALE: NTS



**POWER RISER DIAGRAM**

22x34 SCALE: NTS 11x17 SCALE: NTS



**ELECTRICAL SPECIFICATIONS**

22x34 SCALE: NTS 11x17 SCALE: NTS



PROJECT CONSULTANTS:



PLANS PREPARED BY:

**CORNERSTONE ENGINEERS, INC.**  
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 WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

**PL52 SHERWOOD SOUTH**  
 15288 SW DIVISION STREET  
 SHERWOOD, OR 97140  
 WASHINGTON COUNTY

ISSUED FOR:

**90% PCD'S**

REV: DATE: DESCRIPTION: BY: CK:

Δ	07-28-10	ISSUED FOR 90% PCD'S	BMH	MWO
Δ	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK: APV:

AJB MWO MWO

CURRENT ISSUE DATE:

07-26-10

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DRAWING TITLE:

**ELECTRICAL / TELCO DETAILS**

DRAWING NUMBER:

**E-2 0**

CEI JOB NUMBER: 10-89907



PROJECT CONSULTANTS:



PLANS PREPARED BY:



PROJECT INFO:

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**SHERWOOD SOUTH**  
15288 SW DIVISION STREET  
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AJB MWO MWO

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DRAWING TITLE:

POWER ONE-LINE DIAGRAM

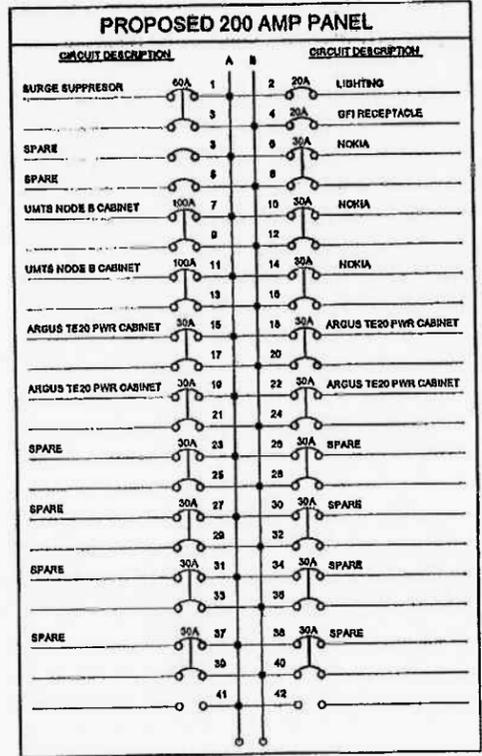
DRAWING NUMBER:

E-2.1 0

CEJ JOB NUMBER: 10-89007

**NOTES:**

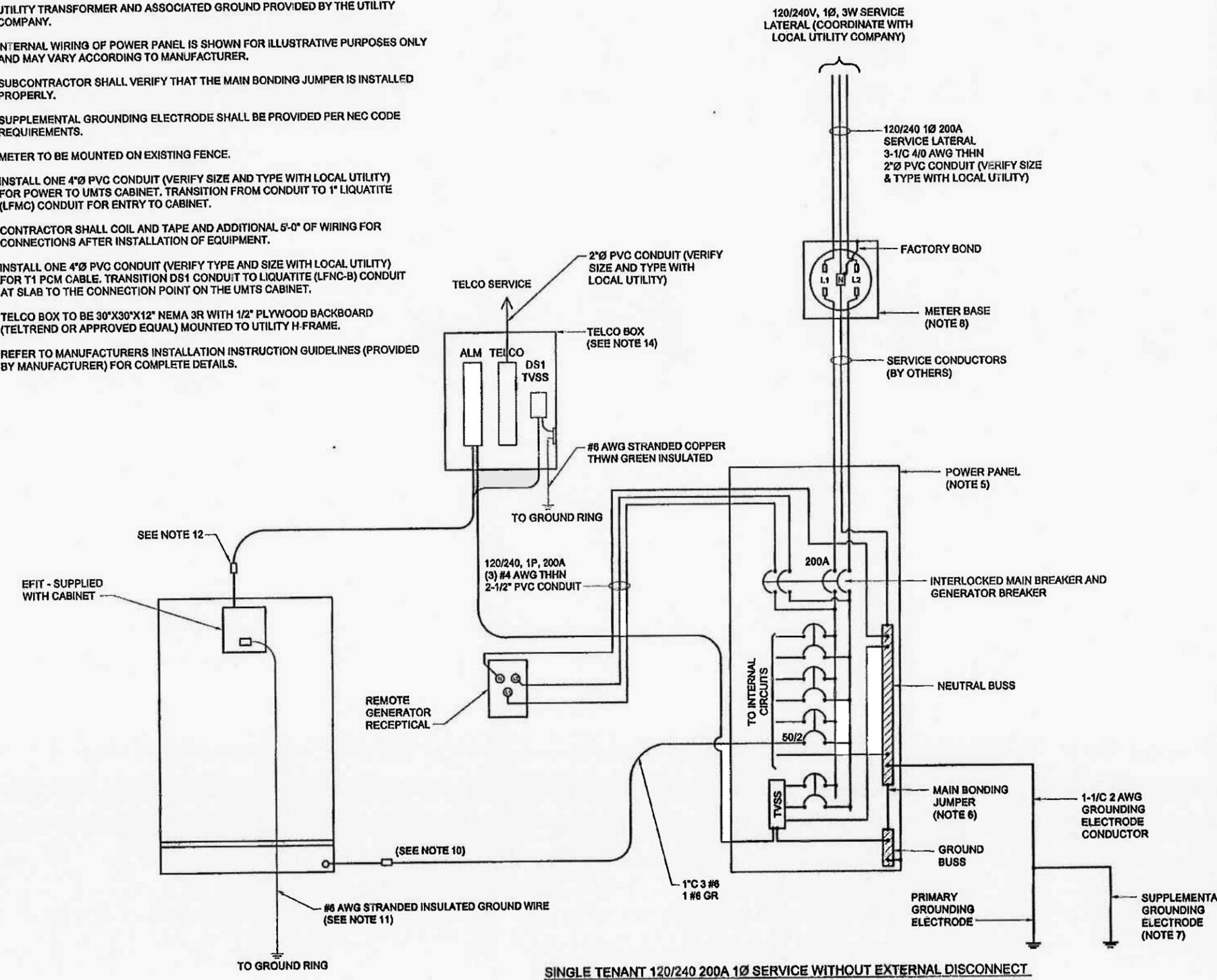
- THIS DESIGN MAY BE ADJUSTED TO COMPLY WITH SPECIFIC NEC, FEDERAL, STATE, LOCAL CODES AND ORDINANCES.
- UNLESS SPECIFICALLY INDICATED, CONDUIT TYPE SHALL BE SELECTED IN ACCORDANCE WITH CODE REQUIREMENTS.
- GUAGE OF ELECTRICAL CONDUCTORS AND CONDUIT DIAMETERS MAY REQUIRE ADJUSTMENT TO COMPENSATE FOR CHANGES IN LENGTH.
- UTILITY TRANSFORMER AND ASSOCIATED GROUND PROVIDED BY THE UTILITY COMPANY.
- INTERNAL WIRING OF POWER PANEL IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY VARY ACCORDING TO MANUFACTURER.
- SUBCONTRACTOR SHALL VERIFY THAT THE MAIN BONDING JUMPER IS INSTALLED PROPERLY.
- SUPPLEMENTAL GROUNDING ELECTRODE SHALL BE PROVIDED PER NEC CODE REQUIREMENTS.
- METER TO BE MOUNTED ON EXISTING FENCE.
- INSTALL ONE 4"Ø PVC CONDUIT (VERIFY SIZE AND TYPE WITH LOCAL UTILITY) FOR POWER TO UMTS CABINET. TRANSITION FROM CONDUIT TO 1" LIQUATITE (LFMC) CONDUIT FOR ENTRY TO CABINET.
- CONTRACTOR SHALL COIL AND TAPE AND ADDITIONAL 5'-0" OF WIRING FOR CONNECTIONS AFTER INSTALLATION OF EQUIPMENT.
- INSTALL ONE 4"Ø PVC CONDUIT (VERIFY TYPE AND SIZE WITH LOCAL UTILITY) FOR T1 PCM CABLE. TRANSITION DS1 CONDUIT TO LIQUATITE (LFMC-B) CONDUIT AT SLAB TO THE CONNECTION POINT ON THE UMTS CABINET.
- TELCO BOX TO BE 30"X30"X12" NEMA 3R WITH 1/2" PLYWOOD BACKBOARD (TELTREND OR APPROVED EQUAL) MOUNTED TO UTILITY H-FRAME.
- REFER TO MANUFACTURERS INSTALLATION INSTRUCTION GUIDELINES (PROVIDED BY MANUFACTURER) FOR COMPLETE DETAILS.

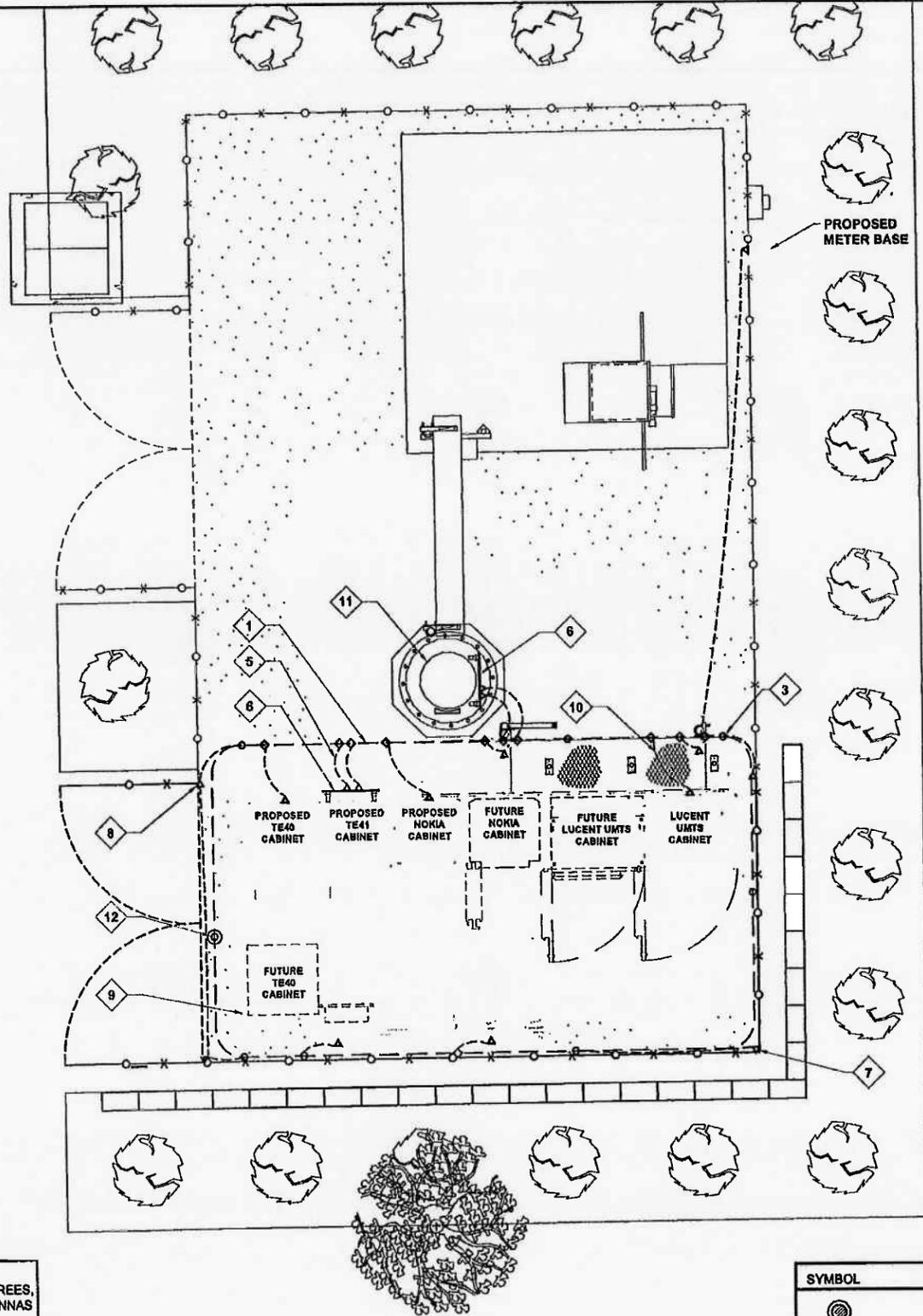


**PANEL SCHEDULE** 3  
22x34 SCALE: NTS 11x17 SCALE: NTS

**NOT USED** 2  
22x34 SCALE: NTS 11x17 SCALE: NTS

**ELECTRICAL ONE-LINE DIAGRAM** 1  
22x34 SCALE: NTS 11x17 SCALE: NTS





**NOTE:**  
CONTOUR LINES, EXISTING TREES, ANTENNA PLATFORM & ANTENNAS NOT SHOWN FOR CLARITY

**NOTE:**  
ALL GROUNDING WIRE RUNS AND CONNECTIONS, BOTH ABOVE AND BELOW GRADE, SHALL BE LOCATED INSIDE OF THE LEASE AREA LINE. FOR PRECISE SITE LOCATION AND CONFIGURATION REFER TO SHEET A-2.

SYMBOL	DESCRIPTION
	GROUND INSPECTION WELL
	COPPER GROUND ROD
	CADWELD CONNECTION
	SIDE SPLICE CADWELD
	FIELD VERIFY & TIE INTO EXISTING GROUNDING SYSTEM

### GROUNDING KEYED NOTES

- 1 EXTERNAL GROUND RING: #2 SOLID TINNED WIRE AT 24" BELOW GRADE.
- 3 (8) 5/8" x 8'-0" COPPER GROUND ROD. SPACING OF GROUND ROD TYPICAL AS REQUIRED. SEE DETAIL 1/E-3.2
- 5 FROM MGB RUN #2 GROUND WIRE IN 1" SCHEDULE 40 PVC CONDUIT TO SIDE SPLICE CADWELD @ GROUND RING. HEAT RADIUS CONDUIT TO PRODUCE LARGE RADIUS BENDS. STRAP AT 2 POINTS MIN.
- 6 GROUND BUSS BAR. SEE 9 & 11/E-3.1
- 7 CADWELD CONNECTION FROM GROUND ROD TO FENCE, ABOVE COPPER STRAP. SEE DETAIL 9/E-3.2.
- 8 CADWELD GROUND CONNECTION FROM GATE TO FENCE POST, SEE DETAIL 2/E-3.2. FOR PRECISE GATE LOCATION, REFER TO SHEET A-2.
- 9 CONCRETE EQUIPMENT SLAB ON GRADE.
- 10 #2 SOLID TINNED GROUNDING WIRE.
- 11 EXISTING 120'-0" STEEL MONOPOLE.
- 12 GROUND INSPECTION WELL. SEE 3/E-3.2

### GROUNDING NOTES & LEGEND

#### GENERAL GROUNDING NOTES

- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
- GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING GROUND WIRES AND CONNECT TO SURFACE MOUNTED BUSS BARS. FOLLOW ANTENNA AND BTS MANUFACTURERS PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS AND EXIT FROM TOWER OR POLE USING MFR'S PRACTICES.
- ALL GROUND CONNECTIONS SHALL BE CADWELD. ALL WIRES SHALL BE COPPER THHN/THWN. ALL GROUND WIRE SHALL BE GREEN INSULATED WIRE ABOVE GROUND.
- CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY AT&T WIRELESS, LLC. REPRESENTATIVE.
- REFER TO DIVISION 16 GENERAL ELECTRIC; GENERAL ELECTRICAL PROVISION AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
- ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY AUTHORIZED AT&T WIRELESS, LLC. REPRESENTATIVE, PRIOR TO INSTALLATION OF GROUNDING SYSTEM. PHOTO DOCUMENT ALL CADWELD AND GROUND RING
- NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS
- THE MINIMUM BEND RADIUS FOR GROUND WIRE IS 8 INCHES.
- IF SPACE RESTRICTIONS DO NOT ALLOW THE RECOMMENDED GROUND WIRE BEND RADIUS, USE OF A SHORTER BEND RADIUS IS ALLOWED PROVIDED THAT THE MAXIMUM ATTAINABLE BEND RADIUS IS USED.
- BEND ANGLES IN GROUND WIRING SHALL BE KEPT AS SMALL AS POSSIBLE AND IN NO CASE SHALL EXCEED 90 DEGREES.

#### GROUNDING ROD NOTES

(WHERE APPLICABLE)

ELECTRICAL CONTRACTOR SHALL ORDER GROUND RESISTANCE TESTING ONCE THE GROUND SYSTEM HAS BEEN INSTALLED; A QUALIFIED INDIVIDUAL, UTILIZING THE FALL OF POTENTIAL METHOD, SHOULD PERFORM THE TEST. THE REPORT WILL SHOW THE LOCATION OF THE TEST AND CONTAIN NO LESS THAN 9 TEST POINTS ALONG THE TESTING LINE, GRAPHED OUT TO SHOW THE PLATEAU.

2 POINT GROUND TEST OR 3 POINT 62% TESTS WILL NOT BE ACCEPTED AS ALTERNATIVES TO THE AFORE MENTIONED GROUND TESTS. TEST SHALL BE PERFORMED WHILE THE COUNTERPOISE IS ISOLATED FROM THE A/C SYSTEM GRIDS AND EXISTING COMMUNICATIONS FACILITY.



PROJECT CONSULTANTS:



PLANS PREPARED BY:



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WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PL52  
SHERWOOD SOUTH

16288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

90% PCD'S

REV: DATE: DESCRIPTION: BY: CK:

REV	DATE	DESCRIPTION	BY	CK
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A	06-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

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DRAWING TITLE:

SCHEMATIC GROUNDING PLAN

DRAWING NUMBER:

E-3 0

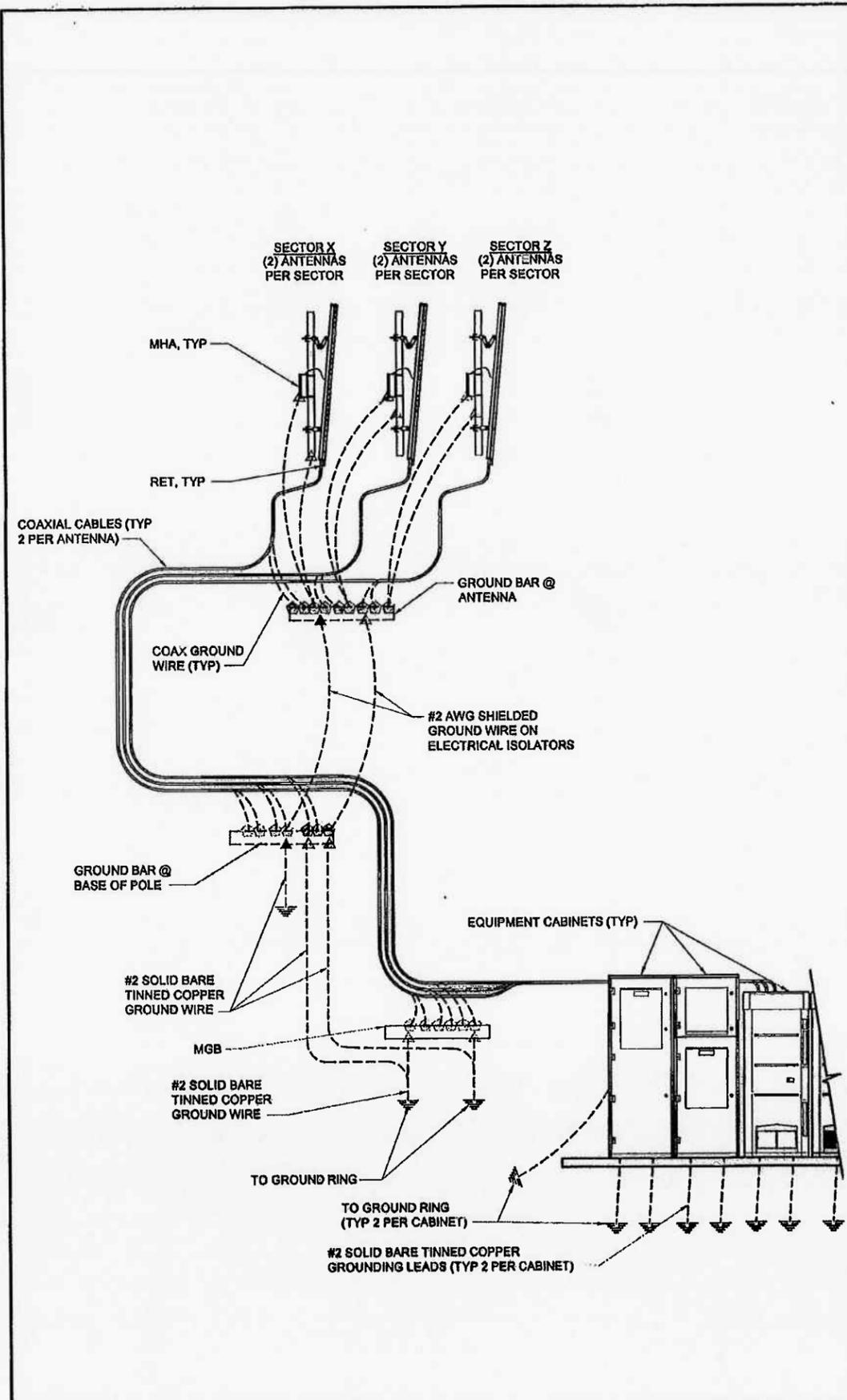
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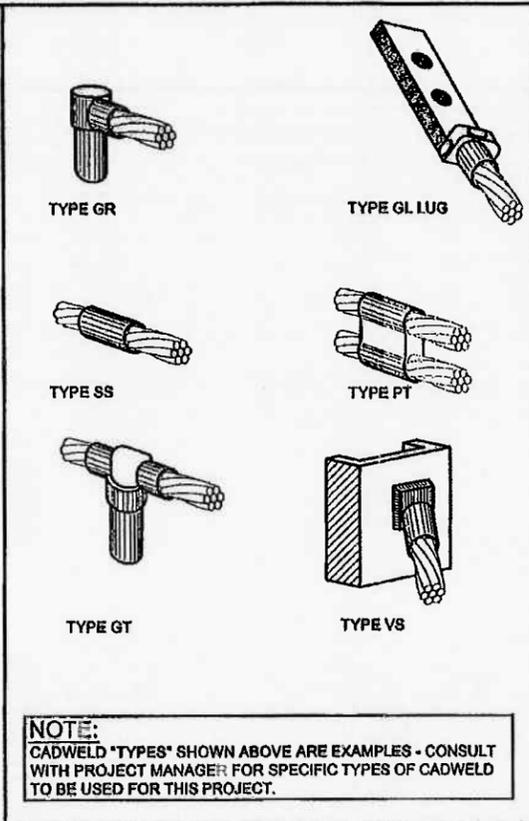
## SCHEMATIC GROUNDING PLAN

22x34 SCALE: 3/8" = 1'-0"

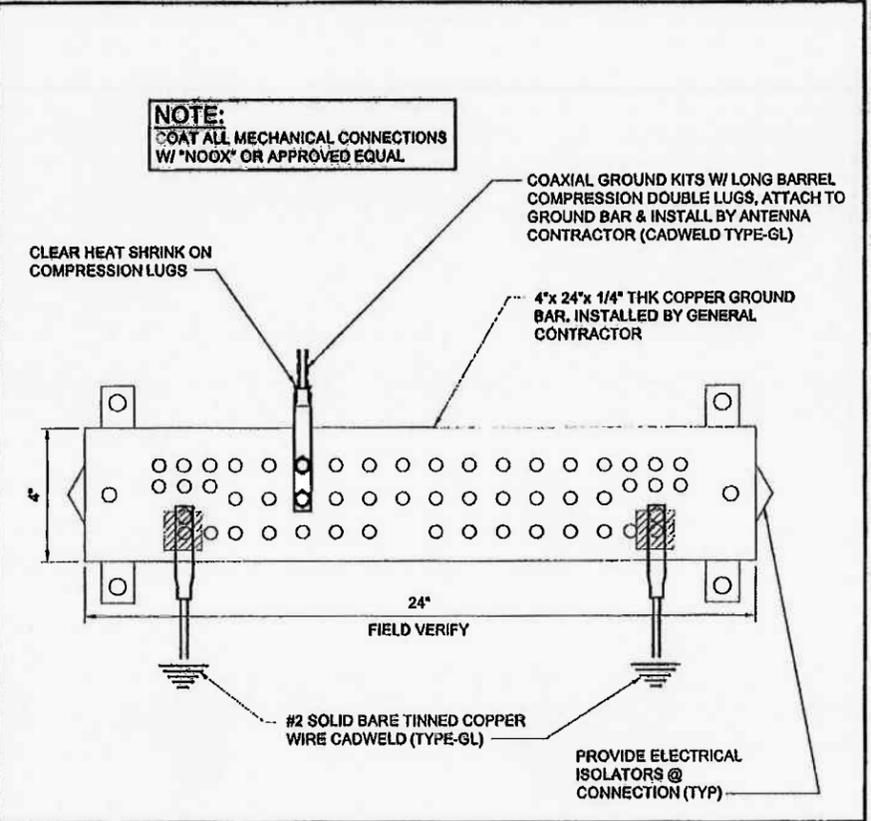
11x17 SCALE: 3/16" = 1'-0"



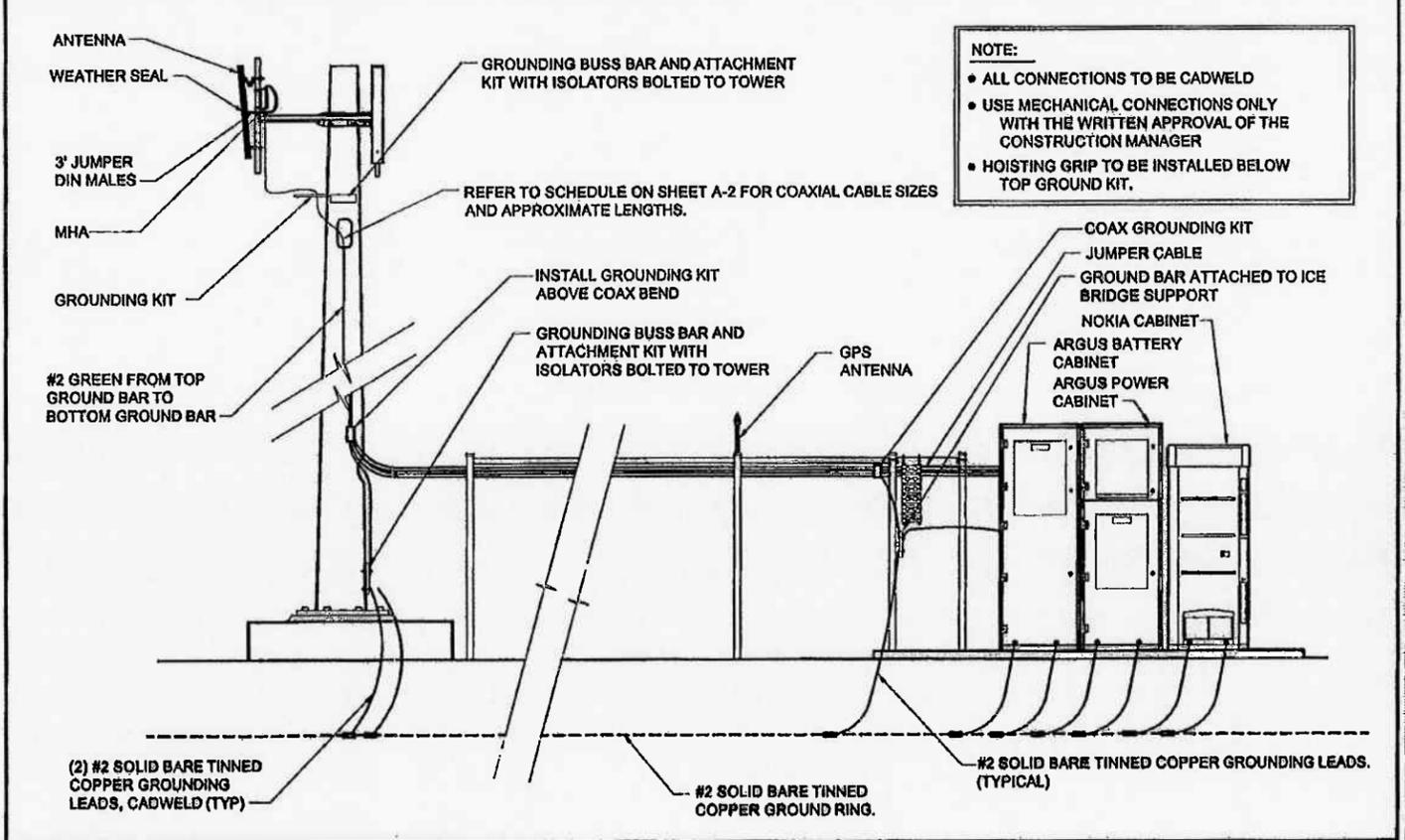
**ANTENNA GROUNDING DIAGRAM**  
 22x34 SCALE: NTS | 11x17 SCALE: NTS



**CADWELD DETAILS**  
 22x34 SCALE: NTS | 11x17 SCALE: NTS



**GROUND BAR**  
 22x34 SCALE: NTS | 11x17 SCALE: NTS



**TOWER GROUNDING SCHEMATIC**  
 22x34 SCALE: NTS | 11x17 SCALE: NTS

**at&t**  
Your world. Delivered.

PROJECT CONSULTANTS:

**GoodmanNetworks**

PLANS PREPARED BY:

**CORNERSTONE ENGINEERING, INC.**  
 16028 WOODINVILLE-REDMOND RD NE, SUITE 210  
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 15288 SW DIVISION STREET  
 SHERWOOD, OR 97140  
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DRAWN BY: AJB | CHK: MWO | APV: MWO

CURRENT ISSUE DATE: **07-26-10**

LICENSURE:

**REGISTERED PROFESSIONAL ENGINEER**  
 MARK W. OLSON  
 OREGON  
 MARCH 8, 2001  
 EXPIRATION DATE: 12/31/10

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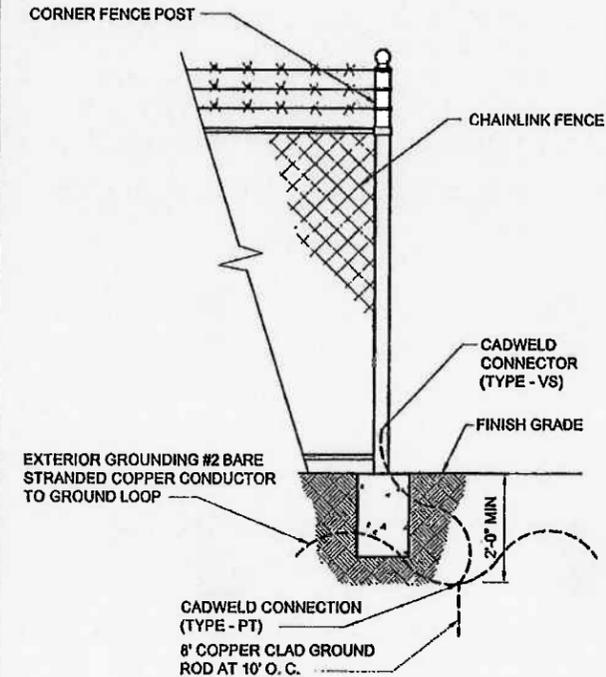
DRAWING TITLE: **GROUNDING DETAILS**

DRAWING NUMBER: **E-3.1 0**

CEI JOB NUMBER: 10-69207

**GROUNDING SYSTEM NOTES**

- (A) TOWER RADIAL GROUND -** #2 SOLID TINNED WIRE CADWELD (OR FASTENER APPROVED BY PROJECT MANAGER) TO TOWER BASE. EXTEND WIRE 30' MINIMUM IN SWEEPING CONFIGURATION AS SHOWN (BEYOND LEASE LINE IF POSSIBLE, IF NOT AS SHOWN ON PRINT) AT A MINIMUM DEPTH OF 24". ALL GROUND RODS TO BE 8' COPPER OR COPPER CLAD. FIRST GROUND RODS FROM TOWER ARE TO BE PLACED 10' EQUAL DISTANCE (BETWEEN ROD CENTERS) AND A MINIMUM OF EVERY 10' ALONG TOTAL LENGTH. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (B) TOWER EQUIPMENT RING GROUND INTERCONNECT -** ONLY ONE (1) CONNECTION OF THIS TYPE FOR EACH TOWER! SAME CONSTRUCTION AS NOTE A ABOVE EXCEPT THE TERMINATION AT THE GROUNDING RING MUST BE THREE WAY CONNECTED. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (C) EQUIPMENT RING GROUND -** ALWAYS OBSERVE THE TURN DIRECTIONS SHOWN WHEN PLACING BENDS OR CONNECTIONS! USE #2 SOLID TINNED WIRE PLACED WITHIN 3' (46") FROM EDGE OF BUILDING CONCRETE FOUNDATION AT A MINIMUM DEPTH OF 24". ALL CONNECTIONS TO GROUND RING ARE TO BE CADWELD ALL GROUND RODS TO BE 10' COPPER OR COPPER CLAD AND PLACED 10' EQUAL DISTANCE (BETWEEN ROD CENTERS) AND A MINIMUM OF EVERY 10' ALONG TOTAL LENGTH. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (D) SINGLE POINT GROUND BAR (COAX BULKHEAD) -** ALWAYS OBSERVE THE DIRECTIONS SHOWN WHEN PLACING BENDS OR CONNECTIONS TO GROUND RING! USE TWO (2) #2 SOLID TINNED WIRE OR TWO (2) 3" COPPER RIBBONS ATTACHED ON OPPOSITE ENDS OF BAR OR BULKHEAD EXTENDING DIRECTLY TO GROUND RING AS SHOWN. ALL WIRE CONNECTIONS TO GROUND RING ARE TO BE CADWELD, RIBBONS MAY BE ATTACHED TO GROUND RING WITH A "LISTED" PRESSURE CONNECTION WITH APPROVAL OF CONSTRUCTION MANAGER. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (E) EQUIPMENT INNER BONDING RING -** #2 SOLID TINNED WIRE CADWELD (TO INNER BONDING RING) AT A LOCATION EITHER ABOVE THE SOIL LINE OR JUST INSIDE INTERIOR OF BUILDING. ALWAYS USE PVC (NONMETALLIC) SLEEVES WHEN ENTERING THE STRUCTURE! THIS TYPE OF BOND IS REQUIRED AT EACH OUTSIDE CORNER AND AT DISTANCES NOT TO EXCEED 60' ALONG ANY STRAIGHT WALL. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (F) FENCE EQUALIZATION BOND -** #2 SOLID TINNED WIRE CADWELD TO BUILDING RING GROUND AND ATTACHED TO EACH INSIDE OR OUTSIDE CORNER FENCE POST WITH A "LISTED" WIRE CLAMP. PLACE AT A MINIMUM 12" DEPTH (SEE NOTE 11 BELOW FOR CROSSING CLEARANCES). IF METALLIC POST NOT SET IN CEMENT PLACE AN ADDITIONAL 8' GROUND ROD AT POST LOCATION.
- (G) GATE EQUALIZATION BOND -** #2 STRANDED COPPER WIRE CADWELD TO FENCE EQUALIZATION WIRE AND ATTACHED TO EACH GATE POST WITH A "LISTED" WIRE CLAMP. IF METALLIC POST IS NOT SET IN CEMENT PLACE AN ADDITIONAL 10' GROUND ROD AT EACH POST LOCATION.
- (H) POWER / TELEPHONE TRENCH -** UTILITIES CAN EITHER BE PLACED IN SAME TRENCH (NESC RANDOM SEPARATION) OR IN SEPARATE TRENCH AT A 36" DEPTH. ALWAYS PLACE THESE FACILITIES BELOW WHILE MAINTAINING A 36" HORIZONTAL SEPARATION AND A 12" VERTICAL SEPARATION FROM ANY RADIAL OR RING GROUND SYSTEMS IN, ON, OR ADJACENT TO THE RADIO SITE.
- (I) POWER / TELEPHONE ENTRANCE -** THE BUILDING RING GROUND MEETS OR EXCEEDS THE NEC ARTICLE 250 UTILITY PROTECTION GROUND. THEREFORE, INFORM LOCAL INSPECTOR THAT ADDITIONAL GROUND RODS ARE NOT REQUIRED. ALL UTILITY GROUNDS MAY BE ATTACHED TO THE #2 SOLID TINNED BOND WIRE DETAILED IN NOTE J BELOW. IF LOCAL POWER COMPANY CODES REQUIRE AN ADDITIONAL GROUND ROD, BOND THE TWO FACILITIES TOGETHER AT THIS LOCATION.
- (J) UTILITY GROUNDING ELECTRODE BOND -** USE #2 SOLID TINNED WIRE PLACED WITHIN 3' OF UTILITY ENTRANCE FACILITY. ALL CONNECTIONS TO GROUND RING ARE TO BE CADWELD. CONNECTION TO ENTRANCE FACILITY TO BE WITH A "LISTED" CONNECTION. ALL BENDS MUST MAINTAIN A MINIMUM 12" RADIUS!
- (K) RADIAL GROUND / FENCE BOND CROSSINGS -** WHEREVER PRACTICAL, TO REDUCE MAGNETIC COUPLING, THESE FACILITIES MUST CROSS AT A 90° ANGLE WHILE MAINTAINING A MINIMUM 12" VERTICAL SEPARATION.
- (L) COAX GROUNDING KITS -** USE INDIVIDUAL "LISTED" GROUNDING KITS FOR EACH COAX CABLE. BOND TO TOWER BONDING BUSS BAR WITH #2 STRANDED INSULATED WIRE WITH 2 HOLE CRIMPED CONNECTIONS.
- (M) GROUNDING BUSS BAR KIT -** THE GROUNDING BUSS BAR AND ATTACHMENT KIT MUST BE DIRECTLY BOLTED TO THE TOWER STRUCTURE WITHOUT ELECTRICAL INSULATORS.
- (N) ICE BRIDGE BONDING -** THE ICE BRIDGE SHOULD NOT BE BONDED TO THE TOWER STRUCTURE! IT SHOULD ONLY BE BONDED AT EACH SUPPORT LEG TO GROUND RING AND AT ONE END TO THE ENTRANCE BULKHEAD. USE #2 STRANDED INSULATED WIRE WITH 2 HOLE CRIMPED CONNECTIONS.
- (O) RADIO BAY TO COAX BULKHEAD BOND -** THIS IS THE ONLY CABINET TO GROUND BOND WIRE ATTACHED TO THE RADIO BAY! USE #2 STRANDED INSULATED WIRE WITH 2 HOLE CRIMPED CONNECTIONS OR A 3" COPPER STRAP.
- (P) RADIO BAY ISOLATION KIT -** CONTACT RADIO EQUIPMENT SUPPLIER FOR SPECIFICATION AND INSTALLATION PROCEDURES.

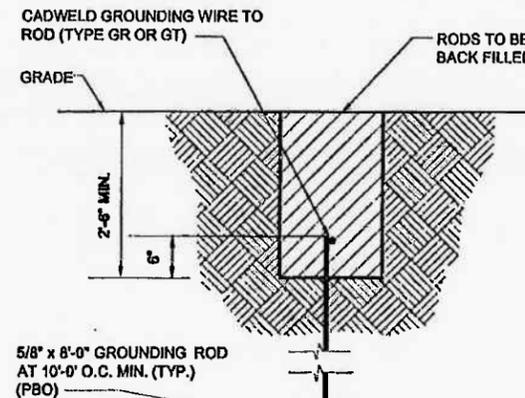


**FENCE GROUNDING**

22x34 SCALE: NTS | 11x17 SCALE: NTS

9

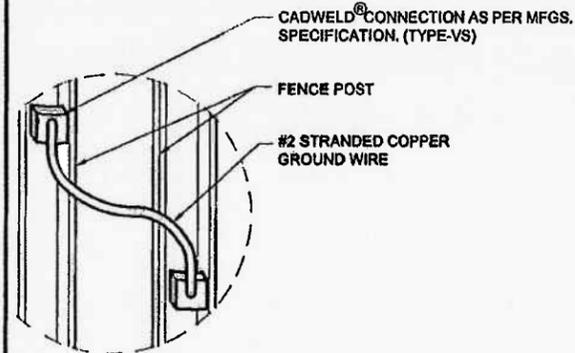
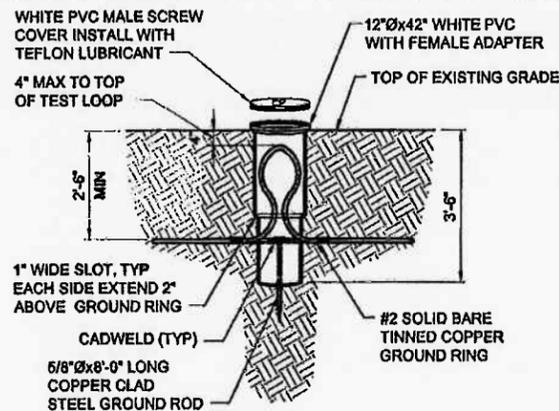
**NOTE:** ELECTRICAL CONTRACTOR SHALL ORDER INDEPENDENT LAB TEST TO DETERMINE GROUND RESISTANCE AND REPORT TO AT&T REPRESENTATIVE. NOTIFY AT&T IMMEDIATELY IF RESISTANCE EXCEEDS 5 OHMS. ELECT. CONTRACTOR SHALL DETERMINE FROM TEST NUMBER OF RODS REQUIRED. COVER AND WELL ON DWG. 1 IS TYPICAL OF (1) ROD. ALL OTHER RODS REQUIRED ARE TO BE BACK FILLED.



**GROUNDING SYSTEM NOTES**

22x34 SCALE: NTS | 11x17 SCALE: NTS

6



NOT USED

22x34 SCALE: NTS | 11x17 SCALE: NTS

4

**GROUND INSPECTION WELL**

22x34 SCALE: 1/2" = 1'-0" | 11x17 SCALE: 1/4" = 1'-0"

3

**FENCE GROUNDING**

22x34 SCALE: NTS | 11x17 SCALE: NTS

2

**GROUND ROD (TYP)**

22x34 SCALE: NTS | 11x17 SCALE: NTS

1



PROJECT CONSULTANTS:



PLANS PREPARED BY:



16028 WOODINVILLE-REDMOND RD NE, SUITE 210  
WOODINVILLE, WA 98072  
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PROJECT INFO:

**PL52**  
**SHERWOOD SOUTH**  
  
15288 SW DIVISION STREET  
SHERWOOD, OR 97140  
WASHINGTON COUNTY

ISSUED FOR:

90% PCD'S

REV: DATE: DESCRIPTION: BY: CK:

0	07-28-10	ISSUED FOR 90% PCD'S	BMH	MWO
1	08-04-10	CD'S FOR CLIENT REVIEW	AJB	MWO

DRAWN BY: CHK.: APV.:  
AJB MWO MWO

CURRENT ISSUE DATE:

07-26-10

LICENSURE:



DRAWING INFORMATION:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:

**GROUNDING DETAILS AND NOTES**

DRAWING NUMBER:

**E-3.2 0**

CEI JOB NUMBER: 10-69007

Council Meeting Date: August 2, 2011

Agenda Item: New Business

**TO:** Sherwood City Council

**FROM:** Chris Crean, City Attorney

**SUBJECT:** Resolution 2011-067, Approving a Ballot Title for an Election on Annexation of the Brookman Area

**ISSUE:** Approving a ballot title for the proposed annexation of the Brookman Plan Area on the November ballot.

**DISCUSSION:**

The City Council is scheduled to hear the proposed annexation of the Brookman Concept Plan Area at its August 16, 2011, City Council meeting. Under the city charter, all annexations must be approved by the voters. Therefore, if the City Council approves the annexation, it will be referred to the ballot for the November 2011 election.

Under Oregon law, the city must prepare a ballot title and anyone who disagrees with the title has seven business days after the Council approves it to file a challenge to the title in circuit court. ORS 250.296. In order to allow as much time as possible for a challenge to the ballot title to be filed and resolved before the ballots are printed, staff recommends approving the proposed ballot title at the August 2, 2011 City Council meeting.

If approved by the voters in the City as well as the voters in the Brookman Area, the measure will add 258 acres to the city, consisting of approximately 66 separate lots and parcels. The area lies generally south of the current city boundary, north of Brookman Road, east of Highway 99W and west of Ladd Hill, with 5 parcels directly east of Ladd Hill Road also included in the plan area.

The area is subject to the Brookman Concept Plan that was approved by the City Council on June 2, 2009. Under the Brookman Concept Plan, the area will be zoned for a mix of uses including Medium Density Residential low, Medium Density Residential High, High Density Residential, Office Commercial, Neighborhood Commercial, Light Industrial and Institutional Public.

**RECOMMENDATION:** Motion to adopt Resolution 2011-067 approving a Ballot Title for an Annexation Election for the Brookman Concept Plan Area.



**RESOLUTION 2011-067**

**A RESOLUTION APPROVING A BALLOT TITLE FOR AN ELECTION ON THE ANNEXATION OF THE BROOKMAN AREA**

**WHEREAS**, Washington County has a policy that unincorporated areas of the County should be annexed to cities so that urban services for those areas can be provided by cities as opposed to the County; and

**WHEREAS**, the Sherwood City Council agrees with the County annexation policy and believes that areas outside the current City boundaries and within the City Urban Growth Boundary should ultimately be annexed to the City; and

**WHEREAS**, on June 2, 2009 via Ord 2009-004, the Sherwood City Council approved the Brookman Concept Plan, Plan Map and Text Amendments to implement the Brookman Concept Plan as an amendment to the City comprehensive land use plan to establish the applicable zoning for the Brookman Area upon annexation; and

**WHEREAS**, the Brookman Area is that area north of Brookman Road, south of the City's south boundary, east of Highway 99E, and generally west of Ladd Hill; and

**WHEREAS**, on August 16, 2011, the City Council will hold a public hearing on the proposed annexation for the purpose of referring it to the November 2011 ballot; and

**WHEREAS**, in order to allow sufficient time to resolve a challenge to the ballot title, if any, under ORS 250.296, the City Council wishes to approve the ballot title in advance of referring the annexation measure;

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

**Section 1.** If the City Council approves and refers to the ballot the proposed annexation of the Brookman Plan Area, the ballot title described in Section 2 is hereby approved.

**Section 2.** The ballot title will read as follows:

**CAPTION:** PROPOSAL TO ANNEX 258 ACRES TO CITY

**QUESTION:** Should 258 acres on the southern boundary of the City of Sherwood be annexed to the City of Sherwood?

**SUMMARY:** Approval of this ballot measure will annex 258 acres to the city, consisting of approximately 66 separate lots and parcels. The area to be annexed lies generally south of the current city boundary, north of Brookman Road, east of Highway 99W and west of Ladd Hill, with 10 parcels east and south of Brookman Road where it curves north toward Ladd Hill and 5 parcels directly east of Ladd Hill Road also included within the plan area. The area is subject to the Brookman Concept Plan that was approved by the City Council on June 2, 2009. Under the Brookman Concept Plan, the area will be zoned for a mix of uses including Medium Density Residential low, Medium Density Residential High, High Density Residential, Office Commercial, Neighborhood Commercial, Light Industrial and Institutional Public. Following annexation, city taxes will be phased in over a period of 10 years. If approved by the voters of Sherwood, the Area may be annexed following approval by a majority of voters or property owners in the Brookman Area.

**Section 3.** The city recorder will publish the ballot title as provided by state law.

**Section 4.** This resolution is effective upon its adoption by the city council.

PASSED AND APPROVED this 2<sup>nd</sup> day of August, 2011

---

Keith S. Mays, Mayor

Attest:

---

Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council  
**FROM:** Craig L. Gibons, Finance Director  
**SUBJECT:** Transfer Resolution 2011-068

---

**ISSUE:**

Staff is seeking Council approval of RESOLUTION 2011-068, TRANSFERRING BUDGET EXPENDITURE APPROPRIATIONS BETWEEN CATEGORIES FOR BUDGET YEAR 2011-12

**BACKGROUND:**

Staff has identified two budget needs that require increasing appropriation expenditure.

1. Increased Court Staffing. Staff introduced this issue at the July 19<sup>th</sup> Work Session. In summary, due to Photo Red Light citations, the workload on court staff has doubled and customer service and revenue collection has suffered. This increase in staffing (2.5 positions) will cost \$160,000 annually.
2. Increased Contractual Services in Building. An end of year layoff has resulted in a need to contract out for plumbing inspections. This will require an addition of \$55,000 in the Building Department budget.

Adoption of this resolution will increase expenditure appropriation in the Building and Court departments and reduce the General Fund contingency. The contingency will be replenished by increased court revenues generated by the new positions and cash carry over from FY11.

**OPTIONS:**

Both of these transfers are required to maintain the City's desired service level. Neither program's budget can absorb these costs. The only option to this action is to defer it to the mid-year budget review, when results and trends may indicate that smaller transfers will suffice.

**RECOMMENDATION:** APPROVAL OF RESOLUTION 2011-068, TRANSFERRING BUDGET EXPENDITURE APPROPRIATIONS BETWEEN CATEGORIES FOR BUDGET YEAR 2011-12.



**RESOLUTION 2011-068**

**TRANSFERRING BUDGET EXPENDITURE APPROPRIATIONS BETWEEN CATEGORIES FOR BUDGET YEAR 2011-12**

**WHEREAS**, Pursuant to ORS 294.450, Oregon Municipalities can transfer appropriation between existing categories within the same fund during the budget year; and

**WHEREAS**, the City of Sherwood has need to adjust certain categories because of unforeseen expenditures in the Administration (Court) Division and contractual services needs in the Community Development (Building) Division; and

**WHEREAS**, said changes will not alter the total appropriations in the altered fund.

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

**Section 1.** Appropriations for the 2011-12 fiscal year are increased/(decreased) in the following amounts:

<b>Fund 01: General Fund</b>			
	<b>Current</b>	<b>Change</b>	<b>Revised</b>
Administration Division (Court Dept)	\$ 2,700,380	\$ 160,000	\$ 2,860,380
Community Development Division (Building Dept)	\$ 867,088	\$ 55,000	\$ 922,088
Contingency	\$ 1,588,395	\$(215,000)	\$ 1,373,395

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the Sherwood City Council this 2<sup>nd</sup> day of August 2011.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Craig L. Gibons, Finance Director

**SUBJECT: Judge's Compensation, Resolution 2011-069**

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**ISSUE:**

Staff is seeking Council approval of RESOLUTION 2011-069, A RESOLUTION AUTHORIZING AN INCREASE IN THE MUNICIPAL JUDGE'S COMPENSATION.

**BACKGROUND:**

Judge Jack Morris has been employed by the City Council as its Municipal Judge since 1996. The compensation for the position has been \$75 per hour for that period. A survey of comparable jurisdictions' judge compensation indicates that \$75 is significantly below market level for this position. Staff is proposing a revision in the Judge's compensation to \$100 per hour.

Expenditure authority for this increase was included in the FY12 budget.

**RECOMMENDATION:** APPROVAL OF RESOLUTION 2011-069, AUTHORIZING AN INCREASE IN THE MUNICIPAL JUDGE'S COMPENSATION.



**RESOLUTION 2011-069**

**A RESOLUTION AUTHORIZING AN INCREASE IN THE MUNICIPAL JUDGE'S COMPENSATION**

**WHEREAS**, Section 36 of the 2005 Sherwood City Charter authorizes the City Council to employ a Municipal Court Judge; and

**WHEREAS**, the City of Sherwood has a policy of maintaining employee compensation at levels approximately equal to its comparable jurisdictions; and

**WHEREAS**, a salary survey of Sherwood's comparable jurisdictions has found that the compensation of the Sherwood Municipal Judge is below market.

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

**Section 1.** The compensation for the Municipal Judge position shall be set at \$100 per hour as of June 27, 2011.

**Section 2.** The City Manager is hereby authorized to modify the employment contract with Judge Morris to reflect this change.

**Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the Sherwood City Council this 2<sup>nd</sup> day of August 2011.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

Council Meeting Date: August 2, 2011

Agenda Item: New Business

**TO:** Sherwood City Council

**FROM:** Chris Crean, Beery Elsner & Hammond, LLP  
City Attorney's office

**SUBJECT:** Resolution 2011-063 A Resolution Referring to the Voters of  
Sherwood a Proposed Revision of the Sherwood City Charter

**ISSUE:** Should the City Council consider amendments to the City Charter?

**Background:**

The current Sherwood City Charter was adopted in 2005 and was based on the League of Oregon Cities model charter. The prior city charter was adopted in 1984 and amended in 2000 and 2001. The current charter has not been revised or amended since it was adopted.

Resolution 2011-063 proposes a number of amendments (cumulatively, a "revision") to the current charter, largely for the purpose of updating and clarifying provisions that are unclear, unnecessary or have become obsolete. For example, the mayor's authority to veto legislation has never been used and would be largely ineffectual in any event. Accordingly, Section 16 is amended to delete the mayor's veto authority. Other changes include:

- Clarifying the process for appointing and removing members of boards and commissions.
- Establishes a two-year term for the Council President.
- Establishes a four-year term for the mayor.
- Requires the mayor's signature on city council decisions.
- Prohibits mayor and councilors from holding more than one elected office.
- Deletes obsolete requirements for council authorization of certain personnel decisions and certain personnel rules.
- Deletes the prohibition on using water from the Willamette River.

Several provisions that are unique to Sherwood are retained, including:

- Voter approval for annexation.

Resolution 2011-063, Staff Report

July 19, 2011

Page 1 of 2, with attached Redlined Charter Version (9 pgs)

- Councilors are elected by position.
- Prohibits solid waste incinerators in certain zones.

A redline copy of the proposed revisions is attached to this staff report. The proposed changes bring the Sherwood charter in line with the charters for the majority of cities around Oregon in terms of organizational structure and best practices. However, as noted, the revision retains certain elements that are specific to Sherwood, such as the requirement for voter approval of annexations.

Revising the City Charter requires approval by Sherwood voters in a special or general election. Resolution 2011-063 refers the charter revision to the ballot, approves a ballot title and directs City staff to take certain actions necessary to complete the referral process.

**Recommendation:**

Adopt Resolution 2011-063, A Resolution Referring to the Voters of Sherwood a Proposed Revision of the Sherwood City Charter

## PREAMBLE

We, the voters of Sherwood, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

### Chapter I

#### NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the 20~~12~~<sup>05</sup> Sherwood City Charter.

Section 2. Name. The City of Sherwood, Oregon, continues as a municipal corporation with the name City of Sherwood.

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. Unless required by state law, annexations may only take effect with the approval of city voters. The city recorder will maintain as a public record an accurate and current description of the boundaries.

### Chapter II

#### POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically stated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances. ~~The council appoints members of commissions, board and committees established by ordinance or resolution.~~

## Chapter III

### COUNCIL

Section 7. Council. The council consists of a mayor and six councilors nominated and elected from the city by position

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council. The mayor must sign all records of council decisions. The mayor, with the consent of council, appoints members of commissions, boards and committees established by ordinance or resolution, who shall serve at the pleasure of the council.— The mayor serves as the political head of the city government.

Section 9. Council President. At its first meeting each odd numbered year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 10. Rules. The council must by resolution adopt rules to govern its meetings.

Section 11. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 14. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

## Chapter IV

### LEGISLATIVE AUTHORITY

Section 15. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Sherwood ordains as follows:”

Section 16. Ordinance Adoption.

(a) Adoption of an ordinance requires approval by a majority of the council at one meeting provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(b) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(c) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(d) After adoption of an ordinance, the mayor must sign and date it and submit it to the city recorder. The city recorder must endorse it the ordinance with the date of adoption and the recorder’s name and title. ~~The city recorder must submit the ordinance to the mayor for approval. If the mayor approves the ordinance, the mayor must sign and date it.~~

~~(e) If the mayor vetoes the ordinance, the mayor must return it to the city recorder with written reasons for his veto within 10 days of receipt of the ordinance. If the ordinance is not so returned, it takes effect as if approved.~~

~~(f) At the first council meeting after veto by the mayor, the council will consider the reasons of the mayor and again vote on the ordinance. If four councilors vote to adopt the ordinance, it will take effect.~~

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the 30<sup>th</sup> day after adoption and approval by the mayor, or adoption after veto by the mayor, or on a later day provided in the ordinance. An ordinance adopted by all councilors may take effect as soon as adopted, or other date less than 30 days after adoption if it contains an emergency clause, and is not subject to veto by the mayor.

## Chapter V

### ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state “The City of Sherwood resolves as follows:”

Section 19. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at a meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the [mayor must sign and the](#) city recorder must endorse it with the date of approval and the recorder's name and title.

Section 20. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolutions.

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Sherwood orders as follows:"

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the [mayor must sign and the](#) city recorder must endorse it with the date of approval and the recorder's name and title.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII

ELECTIONS

Section 24. Councilors. ~~A councilor serves a four-year term. Three councilors will be elected at~~ ~~At~~ each general election. ~~after the adoption, three councilors will be elected for four year terms~~ ~~by position.~~—The terms of councilors in office when this charter is adopted are the terms for which they were elected.

Section 25. Mayor. ~~The mayor serves a four-year term. The mayor shall be elected at~~ ~~At~~ every other general election ~~beginning with the 2012 general election. after the adoption, a mayor will~~ ~~be elected for a two year term.~~ The ~~term of the~~ mayor in office when this charter ~~revision~~ is adopted is the term for which the mayor was elected.

Section 26. State Law. City elections must conform to state law except as this charter or city ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 27. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.

(b) ~~No~~ A person may not be a candidate at a single election for more than one city office.

(c) Neither the mayor, nor a councilor ~~nor~~ may be employed by the city.

(d) Neither the mayor nor a councilor may hold another state or local government elected office.

(e) The council is the final judge of the election and qualifications of its members.

Section 28. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 29. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 30. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and the State of Oregon.

Section 31. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated incompetence, or
- (3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,

- (2) Absence from the city for 45 days without council consent, or from three consecutive regular council meetings,
- (3) Ceasing to reside in the city,
- (4) Ceasing to be a qualified elector under state law,
- (5) Conviction of a public offense punishable by loss of liberty,
- (6) Resignation from the office, ~~or~~
- (7) Removal under Section 33(h), ~~or~~
- (8) Assumption of another state or local government elected office.

Section 32. Filling Vacancies. A mayor or councilor vacancy will be filled by an election if ~~1325~~ months or more remain in the ~~office-term~~ of office. The election will be held at the next ~~available-regular~~ election date to fill the vacancy for the remainder of the term. ~~A-If a~~ mayor or councilor vacancy ~~may be is~~ filled by appointment, the appointment shall be made by a majority of the remaining council members. The appointee's term of office runs from appointment until the vacancy is filled by election or until expiration of the term of office if no election is required to fill the vacancy. If a disability or other circumstance prevents a councilor from attending council meetings, a majority of the council may appoint a councilor pro tem.

## Chapter VIII

### APPOINTIVE OFFICERS

#### Section 33. City Manager.

(a) The office of city manager is established as the chief administrative ~~officer head~~ of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

~~(c) The manager need not reside in the city.~~

~~(dc)~~ The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

~~(ed)~~ The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;

- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(e) The manager has no authority over the council or over the judicial functions of the municipal judge.

(f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(g) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(h) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

(i) The manager may not serve as city recorder or city recorder pro tem.

#### Section 34. City Recorder.

(a) The office of city recorder is established as the council clerk, city custodian of records and city elections official. The recorder must attend all council meetings unless excused by the mayor or council.

(b) A majority of the council must appoint and may remove the recorder. The appointment must be made without regard to political considerations and solely on the basis of education and experience.

(c) When the recorder is temporarily disabled from acting as recorder or when the office becomes vacant, the council must appoint a recorder pro tem. The recorder pro tem has the authority and duties of recorder.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any legal office employees.

#### Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Sherwood Municipal Court. The judge must be a member in good standing of the Oregon State Bar.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Commit to jail or admit to bail anyone accused of a city offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

## Chapter IX

### PERSONNEL

~~Section 37. Compensation. The council must authorize the compensation of city appointive officers and employees as part of its approval of the annual city budget. The mayor and councilors may be reimbursed for actual expenses.~~

~~Section 38. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.~~

## Chapter IX

## PUBLIC IMPROVEMENTS

Section 397 Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for one year upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 4380. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

## Chapter XI

### MISCELLANEOUS PROVISIONS

Section 3944. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 402. Solid Waste Incinerators. The operation of solid waste incinerators for any commercial, industrial, or institutional purpose is prohibited in the city. This applies to solid waste defined by ORS 459.005(24), and includes infectious wastes defined by ORS 459.386(2). This prohibition does not apply to otherwise lawful furnaces, incinerators, or stoves burning wood or wood-based products, petroleum products, natural gas, or to other fuels or materials not defined as solid waste, to yard debris burning, or to small-scale specialized incinerators utilizing solid waste produced as a byproduct on-site and used only for energy recovery purposes. Such small-scale incinerators are only exempt from this prohibition if they are ancillary to a city permitted or conditional use, and may not utilize infectious wastes or any fuels derived from infectious wastes. This prohibition does not apply to solid waste incinerators lawfully permitted to operate before September 5, 1990, but does apply to any expansion, alteration or modification of such uses or applicable permits. (Approved by voters May 2000)

~~Section 43. Willamette River Drinking Water. Use of Willamette River water as a residential drinking water source within the city is prohibited except when such use has been previously approved by a majority vote of the city's electors. (Approved by voters November 2001)~~

Section 414. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 452. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 463. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 474. Time of Effect. This charter as revised takes effect ~~July 1, 2005~~ January 1, 2012.



**RESOLUTION 2011-063**

**A RESOLUTION REFERRING TO THE VOTERS OF SHERWOOD A PROPOSED REVISION OF THE CITY CHARTER**

The City Council of the City of Sherwood finds:

- a. The current City of Sherwood Home Rule Charter was approved by the voters and took effect July 1, 2005. It was amended by the voters at the May 16, 2000, the November 7, 2000 and the November 6, 2001 elections.
- b. Certain provisions in the 2005 charter are unclear, obsolete or unnecessary. Other provisions of the current charter do not meet present needs of the City, and some provisions conflict with best government practices.
- c. The Sherwood city council held a work session on July 26, 2011 and reviewed the 2005 City Charter, made certain changes to update and clarify the language and adapted it to meet the present and future needs of the City. The council has continued certain charter provisions added by City voters in 2000 and 2001 including the requirement for voter approval of annexation to the city.
- d. It is in the best interest of the City to submit to the voters a new City of Sherwood Home Rule Charter.

THE CITY COUNCIL FOR THE CITY OF SHERWOOD RESOLVES:

- Section 1.** An election is called for the City of Sherwood, Washington County, Oregon for the purpose of submitting to City voters the new home rule charter attached as Exhibit A to this resolution.
- Section 2.** Tuesday, November 8, 2011 is designated as the date for holding the election for voting on the measure.
- Section 3.** The election will be conducted by the Washington County Elections Department.
- Section 4.** The precincts for this election will include all of the territory within the corporate limits of the City of Sherwood.

**Section 5.** The ballot title will read as follows:

**CAPTION:** REVISIONS TO CITY OF SHERWOOD HOME RULE CHARTER

**QUESTION:** Shall the City of Sherwood adopt certain revisions to update the city home rule charter?

**SUMMARY:** This measure would update the current city charter to remove obsolete provisions, clarify other provisions and reflect standard municipal organization and practices. The city council believes the charter revisions will improve city government.

The Oregon Constitution gives city voters the right to adopt, amend and revise a charter. The charter grants legal authority to the city and sets duties. Sherwood voters adopted the current charter in 2005.

The proposed revision authorizes the mayor to appoint members of certain boards and commissions with council approval; deletes the requirement that the council be elected by position; deletes the mayor's authority to veto city legislation; requires the mayor's signature on city council decisions; establishes a four-year term for the mayor; prohibits mayor and councilors from holding another elected office; clarifies process for filling council vacancy; requires municipal court judge to be a member of Oregon State bar; deletes obsolete provision regarding personnel rules and compensation; deletes obsolete provision regarding use of Willamette River water; takes effect January 1, 2012. The proposed revision retains provisions unique to Sherwood including voter approval for annexation.

**Section 6.** The city recorder is authorized to submit an impartial explanatory statement for the Washington County voters' pamphlet on behalf of the City.

**Section 7.** The city recorder will publish the ballot title as provided by state law.

**Section 8.** This resolution is effective upon its adoption by the city council.

PASSED AND APPROVED this 2<sup>nd</sup> day of August, 2011

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Keith S. Mays, Mayor

ATTEST:

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Sylvia Murphy, CMC, City Recorder

## PREAMBLE

We, the voters of Sherwood, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

### Chapter I

#### NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the 2012 Sherwood City Charter.

Section 2. Name. The City of Sherwood, Oregon, continues as a municipal corporation with the name City of Sherwood.

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. Unless required by state law, annexations may only take effect with the approval of city voters. The city recorder will maintain as a public record an accurate and current description of the boundaries.

### Chapter II

#### POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically stated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

### Chapter III

#### COUNCIL

Section 7. Council. The council consists of a mayor and six councilors nominated and elected from the city by position.

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council. The mayor must sign all records of council decisions. The mayor, with the consent of council, appoints members of commissions, boards and committees established by ordinance or resolution, who shall serve at the pleasure of the council. The mayor serves as the political head of the city government.

Section 9. Council President. At its first meeting each odd numbered year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 10. Rules. The council must by resolution adopt rules to govern its meetings.

Section 11. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 14. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

## Chapter IV

### LEGISLATIVE AUTHORITY

Section 15. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Sherwood ordains as follows:”

Section 16. Ordinance Adoption.

(a) Adoption of an ordinance requires approval by a majority of the council at one meeting provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(b) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(c) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(d) After adoption of an ordinance, the mayor must sign and date it and submit it to the city recorder. The city recorder must endorse the ordinance with the date of adoption and the recorder's name and title.

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the 30<sup>th</sup> day after adoption and approval by the mayor, or adoption after veto by the mayor, or on a later day provided in the ordinance. An ordinance adopted by all councilors may take effect as soon as adopted, or other date less than 30 days after adoption if it contains an emergency clause, and is not subject to veto by the mayor.

## Chapter V

### ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Sherwood resolves as follows:"

Section 19. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at a meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 20. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolutions.

## Chapter VI

### QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Sherwood orders as follows:"

Section 22. Order Approval.

- (a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.
- (b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.
- (c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.
- (d) After approval of an order, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII

ELECTIONS

Section 24. Councilors. A councilor serves a four-year term. Three councilors will be elected at each general election. The terms of councilors in office when this revised charter is adopted (2011) are the terms for which they were elected.

Section 25. Mayor. The mayor serves a four-year term. The mayor shall be elected at every other general election beginning with the 2012 general election. The term of the mayor in office when this charter revision is adopted is the term for which the mayor was elected.

Section 26. State Law. City elections must conform to state law except as this charter or city ordinances provide otherwise. All elections for city office must be nonpartisan.

Section 27. Qualifications.

- (a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.
- (b) A person may not be a candidate at a single election for more than one city office.
- (c) The mayor and councilors may not be employed by the city.
- (d) The mayor and councilors may not hold another state or local government elected office.
- (e) The council is the final judge of the election and qualifications of its members.

Section 28. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 29. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor qualifies and assumes the office.

Section 30. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and the State of Oregon.

Section 31. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated incompetence, or
- (3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
- (2) Absence from the city for 45 days without council consent, or from three consecutive regular council meetings,
- (3) Ceasing to reside in the city,
- (4) Ceasing to be a qualified elector under state law,
- (5) Conviction of a public offense punishable by loss of liberty,
- (6) Resignation from the office,
- (7) Removal under Section 33(h), or
- (8) Assumption of another state or local government elected office.

Section 32. Filling Vacancies. A mayor or councilor vacancy will be filled by an election if 25 months or more remain in the term of office. The election will be held at the next regularly-scheduled election date to fill the vacancy for the remainder of the term. If a mayor or councilor vacancy is filled by appointment, the appointment shall be made by a majority of the remaining council members. The appointee's term of office runs from appointment until the vacancy is filled by election or until expiration of the term of office if no election is required to fill the vacancy. If a disability prevents a councilor from attending council meetings, a majority of the council may appoint a councilor pro tem.

## Chapter VIII

### APPOINTIVE OFFICERS

Section 33. City Manager.

(a) The office of city manager is established as the chief administrative officer of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(d) The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(e) The manager has no authority over the council or over the judicial functions of the municipal judge.

(f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(g) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(h) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

(i) The manager may not serve as city recorder or city recorder pro tem.

Section 34. City Recorder.

(a) The office of city recorder is established as the council clerk, city custodian of records and city elections official. The recorder must attend all council meetings unless excused by the mayor or council.

(b) A majority of the council must appoint and may remove the recorder. The appointment must be made without regard to political considerations and solely on the basis of education and experience.

(c) When the recorder is temporarily disabled from acting as recorder or when the office becomes vacant, the council must appoint a recorder pro tem. The recorder pro tem has the authority and duties of recorder.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any legal office employees.

Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Sherwood Municipal Court. The judge must be a member in good standing of the Oregon State Bar.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Commit to jail or admit to bail anyone accused of a city offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

## Chapter IX

### PUBLIC IMPROVEMENTS

Section 37 Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for one year upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 38 Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

## Chapter X

### MISCELLANEOUS PROVISIONS

Section 39. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 40. Solid Waste Incinerators. The operation of solid waste incinerators for any commercial, industrial, or institutional purpose is prohibited in the city. This applies to solid waste defined by ORS 459.005(24), and includes infectious wastes defined by ORS 459.386(2). This prohibition does not apply to otherwise lawful furnaces, incinerators, or stoves burning wood or wood-based products, petroleum products, natural gas, or to other fuels or materials not defined as solid waste, to yard debris burning, or to small-scale specialized incinerators utilizing solid waste produced as a byproduct on-site and used only for energy recovery purposes. Such small-scale incinerators are only exempt from this prohibition if they are ancillary to a city permitted or conditional use, and may not utilize infectious wastes or any fuels derived from infectious wastes. This prohibition does not apply to solid waste incinerators lawfully permitted to operate before September 5, 1990, but does apply to any expansion, alteration or modification of such uses or applicable permits. (Approved by voters May 2000)

Section 41. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 42. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 43. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 44. Time of Effect. This charter as revised takes effect January 1, 2012.