

AFFIDAVIT OF POSTING ORDINANCE #97

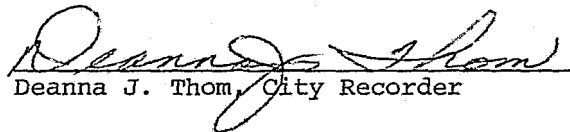
STATE OF OREGON)
)
COUNTIES OF CLACKAMAS)
AND WASHINGTON)
)
CITY OF WILSONVILLE)

I, the undersigned, City Recorder of the City of Wilsonville, State of Oregon, being first duly sworn on oath depose and say:


On the 13th day of February, I caused to be posted copies of the attached Ordinance #95, an Ordinance approving an Engineering Contract with Carl H. Buttke, Major Street Traffic Circulation Plan, in the following four public and conspicuous places of the City, to wit:

Wilsonville Post Office
Wilsonville City Hall
Lowrie's Food Market
Kopper Kitchen

The notices remained posted for more than five (5) consecutive days prior to the time for final reading and passage of the Ordinance on the 21st day of February, 1978.


Deanna J. Thom, City Recorder

Subscribed and sworn to before me
this 13~~th~~ day of March, 1978.


NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____
My Commission Expires February 14, 1981

ORDINANCE NO. 97

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF CARL H. BUTTKE, CONSULTING ENGINEER, FOR MAJOR STREET TRAFFIC CIRCULATION PLAN.

WHEREAS, the City of Wilsonville intends to develop a major street traffic circulation plan for the Wilsonville Urban Containment Area, and such plan will be an important guide and aid in planning future growth and development of the City; and

WHEREAS, the proposed study and traffic circulation plan requires the services of a professional engineer skilled in such matters, and the Council considers CARL H. BUTTKE, CONSULTING ENGINEER, as particularly qualified for such project, and his proposed fee for engineering services is reasonable; now, therefore,

THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

Section 1: An Agreement for engineering services by CARL H. BUTTKE, CONSULTING ENGINEER, for study and preparation of a major street traffic circulation plan for the City of Wilsonville and its Urban Containment Area is hereby authorized for a fixed fee of TWELVE THOUSAND DOLLARS (\$12,000) payable in monthly payments on the basis of said engineer's reports and percent of work completed.

Section 2: The Agreement authorized by Section 1 above entitled CONTRACT FOR PROFESSIONAL SERVICES is attached hereto and by this reference and its attachment is expressly made a part of this Ordinance.

Section 3: The Mayor is authorized and directed to execute and deliver the said Contract referred to in Section 2 above in the name of and on behalf of the City of Wilsonville and in as many counterparts as may be required; and payment of the engineering fees as specified by said Contract and approved by this Ordinance are to be made on receipt of billings and approval by the City Administrator from funds now on hand in the City's budget, line item # 22 .

Passed on first reading of the Wilsonville City Council at a regular meeting thereof on the 6th day of February, 1978; ordered posted as provided by the Wilsonville City Charter; and to come up for final reading action of the Wilsonville City Council at a special meeting thereof on the 21st day of February ,

1978, at the hour of 8:00 o'clock p.m. at the Council's usual meeting place at the Wilsonville Grade School.

William G. Lowrie
WILLIAM G. LOWRIE - Mayor

ATTEST:

Deanna J. Thom
DEANNA J. THOM - City Recorder

Passed on final reading at special meeting of the Wilsonville City Council this 21st day of February, 1978, by the following vote: Yeas 4. Nays 0.

William G. Lowrie
WILLIAM G. LOWRIE - Mayor

ATTEST:

Deanna J. Thom
DEANNA J. THOM - City Recorder

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 21st day of February, 1978, between the City of Wilsonville, Oregon, hereinafter called "City" and Carl H. Buttke, Consulting Engineer, hereinafter called "Engineer."

WITNESSETH:

That whereas the City intends to develop a Major Street Traffic Circulation Plan for the Wilsonville Urban Containment Area as defined in October 1975, hereinafter referred to as "Study Area," that the City desires the services of an independent consulting transportation engineer for the preparation of the Plan and that the Engineer is willing to provide the transportation services necessary to prepare the Major Street Traffic Circulation Plan, hereinafter referred to as the "Project:"

Now, therefore, the City and Engineer for the considerations hereinafter set forth agree as follows:

- A. THE ENGINEER AGREES to perform the following Engineering Services for the Project:

1. INVENTORY

- a. Review all applicable data, reports and plans concerning transportation in and around the city.
- b. Obtain most recent travel projections and trip distribution tables for the city made by the Oregon Department of Transportation (ODOT) and CRAG in conjunction with the planning for the Portland-Vancouver Metropolitan Area.
- c. Obtain from City street inventory for the Study Area indicating street and right-of-way width, number of travel lanes, road condition, traffic control, location of dedicated streets and past traffic counts.
- d. Obtain from City existing and forecast future land use for the Study Area indicating type and quantity of land use, such as number of dwelling units by type, gross square feet of retail buildings, office buildings or industrial buildings by traffic analysis zone.
- e. Design traffic count program. Current volume counts made by Clackamas and Washington Counties and ODOT will be obtained and utilized where applicable. The location of additional counts

will be identified to determine current traffic patterns and traffic generation of specific land uses. The Engineer will provide traffic counting equipment to the City for these additional counts. The Engineer shall also make intersection turning movement counts where he believes necessary.

- f. Obtain the current level of public transportation service and ridership in the Wilsonville area.

2. ESTIMATE THE CURRENT TRAVEL PATTERN AND REQUIREMENTS

- a. Determine the current vehicular traffic usage on the existing arterial and collector streets within the Study Area.
- b. Calculate the capacity of major streets and compare with the current traffic volumes to identify capacity deficiencies in the system.
- c. Define the adequacy of the existing street and highway system to serve the current transportation demands within the Study Area.

3. FORECAST TRAFFIC PATTERN AND REQUIREMENTS

- a. Estimate the amount of traffic generated from within the Study Area by traffic analysis zones.

These estimates would be based on the forecast future land use, traffic generation counts, vehicle trip generation rates measured at similar land uses here in the Portland Metropolitan Area and throughout the United States. These forecasts will account for expected changes in travel habits in the future.

- b. Develop a trip distribution methodology for assigning traffic to the street system within the Study Area and to points outside the Study Area. This task will utilize data developed by ODOT and CRAG in its transportation analyses for the Portland Area.
- c. Assign the generated traffic to the given street system on the basis of the trip distribution developed in the previous task and the travel time on the street and highway network. Anticipated future through traffic will be added to this assignment.

4. FORECAST TRANSPORTATION NEEDS

- a. Determine the adequacy of the given street and highway system within the Study Area to serve the forecasted land use through the comparison of the assigned future traffic and the street capacity.

- b. Develop one alternative to the given street and highway system and suggest changes in land use, if found necessary from these analyses.
- c. Review findings and the alternative network to be tested with the City.
- d. Test the selected alternative street network for the Study Area by assigning the generated and through traffic to the major street system within and surrounding the Study Area. This test could include a change in forecast land use from that assumed in Task 3.a.
- e. Determine the optimum traffic circulation network for the Study Area to adequately accommodate the future traffic and land use.

5. DETAIL PLAN

Detail a plan for safe and efficient traffic movement within and through the Study Area including the following:

- a. Type, location and size of arterial and collector streets including width and lane requirements.

- b. Street improvements to solve existing and forecast capacity and traffic circulation deficiencies. Where appropriate, a single sketch plan of the recommended solution will be provided.
- c. Directional operation of streets.
- d. Type of intersection traffic control.
- e. Street width design standards.
- f. Street pavement thickness design standards.
- g. Commercial vehicle routing.
- h. Identification of streets for public transportation usage.
- i. A priority schedule of implementing the transportation system improvements.

6. REPORT

- a. Meet periodically with City staff to report progress and coordinate the work effort.
- b. Attend meetings of the Advisory Committee and the City Council to present project progress, obtain feedback and present the final report. It is planned that a total of four to six meetings shall be provided.

- c. Provide 50 copies of the final report containing background data, analyses, conclusions and recommendations suitably illustrated with tables and exhibits.

B. THE CITY AGREES to perform the following services for the Engineer:

1. Attend all public meetings with Engineer.
2. Provide all existing information, data, available base maps and sepias, aerial photos and reports that are property of the City of Wilsonville and are relevant to the Project.
3. Provide, as requested by the Engineer, relevant transportation data available from ODOT and CRAG.
4. Provide a street inventory for the Study Area describing right-of-way width, number of travel lanes, on-street parking restrictions, traffic control, location of dedicated streets and past traffic volume counts.
5. Provide existing and future land use data for the Study Area. Said land use data shall describe by traffic analysis zone, the number of dwelling units by type, gross floor area by type and/or acres of

each land use, as mutually agreed upon by the City and the Engineer.

6. Provide traffic volume counts at locations and in a format mutually agreeable to the City and the Engineer.

C. TIME OF PERFORMANCE

1. The above designated work shall be initiated on or about May 1, 1978 and completed within eight (8) months with the submittal of a draft report for review and comment by the City. Upon receipt of comments from the City, the Engineer will finalize the report and deliver 50 copies of the final printed report.
2. It is further agreed that Items A.5.e and f, Develop street width design standards and street pavement thickness design standards, may be initiated prior to May 1, 1978 at a time mutually agreeable to the City and the Engineer and will not affect the schedule as stated in Item C.1.

D. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the Engineer a lump sum fee of Twelve Thousand Dollars (\$12,000.00) in monthly payments on the basis of his progress reports and percent of work completed. These payments shall be made within 30 days of the Engineer's invoice date.

E. SUBCONTRACTORS

The Engineer shall retain full responsibility for the total project as set forth in Task A. The Engineer shall submit all subcontracts to the City for approval.

F. TERMINATION

This agreement may be terminated by mutual consent of both parties upon thirty (30) days written notice delivered by certified mail or in person or by either party by 30 days written notice delivered by certified mail or in person in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, the Engineer shall be paid for the services performed to the termination notice date on the basis of

percent complete plus termination expenses. Termination expenses are defined as reimbursable expenses and Engineer's time at \$40.00 per hour attributable to termination.

G. OWNERSHIP, DELIVERY

Unless otherwise provided by the City, all original reports, sketch plans, plan drafts and other documents prepared or provided by the Engineer pursuant to this agreement are the property of the City and shall be turned over to the City upon termination or completion of this agreement. In the event the City or any person, firm or corporation authorized by the City causes to be made or makes any changes or alterations in said reports, sketch plans, plans, plan drafts and other documents prepared or provided by the Engineer pursuant to the agreement, the City hereby releases, discharges and exonerates the Engineer from any liability resulting from said change.

H. INDEPENDENT CONTRACTOR

In connection with the work to be conducted hereunder, the Engineer shall not be acting as an agent, employer or representative of the City, but the Engineer, for all

purposes hereunder, shall be deemed an independent contractor.

IN WITNESS WHEREOF, the Engineer and the City, acting pursuant to authority granted by the Common Council on the _____ day of _____, 1978, have caused this instrument to be executed this _____ day of _____, 1978.

CITY OF WILSONVILLE
Wilsonville, Oregon,
a municipality of
the State of Oregon:

ENGINEER:

By William L. Leune
Mayor

By _____

By Edward A. Shaw
City Administrator/Planner

March 1, 1978