

AGENDA

WILSONVILLE CITY COUNCIL MEETING MARCH 19, 2012 7 P.M.

CITY HALL
29799 SW TOWN CENTER LOOP
WILSONVILLE, OREGON

Mayor Tim Knapp

Council President Celia Núñez
Councilor Richard Goddard

Councilor Steve Hurst
Councilor Scott Starr

CITY COUNCIL MISSION STATEMENT

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

5:00 P.M. EXECUTIVE SESSION

- A. Pursuant to ORS 192.660(2)(h) Litigation

5:15 P.M. COUNCILORS' CONCERNS

5:20 P.M. PRE-COUNCIL WORK SESSION

- A. Storm Water SDCs and Utility Rates (staff – Rappold/Wallis)
- B. WWTP Owner's Rep & Staff Quarterly Report (staff -Mende)
- C. Water System Master Plan Update (staff – Mende)
- D. I-5/Wilsonville Road Interchange Project Update (staff – Mende)
- E. Basalt Creek Planning Update (staff – Cosgrove)
- F. Review of Agenda
- G. Recap of Work Session (staff – Cosgrove)

6:50 P.M. ADJOURN

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held Monday, March 19, 2012 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on March 6, 2012. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered therewith except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:05 P.M. MAYOR'S BUSINESS

- A. Council Board and Commission Liaison Appointments
- B. Upcoming Meetings

7:15 P.M. COMMUNICATIONS

- A. Tourism Grant Program Recipients. (staff – Watters)

7:25 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

7:20 P.M. COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS

- A. Council President Núñez – Chamber and Library Board liaison
- B. Councilor Hurst – Parks and Recreation Board and Library Board liaison
- C. Councilor Goddard – DRB and Clackamas County Business Alliance liaison
- D. Councilor Starr – Planning Commission and Wilsonville Community Seniors Inc. liaison

7:30 P.M. CONSENT AGENDA

- A. Resolution No. 2349
A Resolution Of The City Of Wilsonville Revising A “Local Share” Project List To Be Funded With A Portion Of Metro’s November 2006 Natural Areas Bond Measure (Staff – Rappold)
- B. Minutes of the February 23, 2012 and March 5, 2012 Council Meetings. (staff – King)

7:45 P.M. NEW BUSINESS

- A. Resolution No. 2348
A Resolution Of The City Of Wilsonville Authorizing The Mayor To Execute A Local Agency Agreement And Right Of Way Services Agreement Between The City Of Wilsonville And The Oregon Department Of Transportation For The Reconstruction Of

Tooze Road Between 110th Avenue And The Intersection With Grahams Ferry Road
(Wilsonville). (staff-Retherford)

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

8:25 P.M. LEGAL BUSINESS

8:30 P.M. ADJOURN

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated. The Mayor will call for a majority vote of the Council before allotting more time than indicated for an agenda item.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: -Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503)570-1506 or king@ci.wilsonville.or.us

**City of Wilsonville
Work Session and City Council Calendar**

ITEMS ARE TENTATIVELY SCHEDULED AND MAY BE MOVED TO ANOTHER MEETING.

<i>Meeting Date</i>	<i>Agenda Items</i>
<p align="center"><i>April 2</i></p> <p align="center">Staff reports due March 20</p>	<p>Executive Session Work Session</p> <ul style="list-style-type: none"> • Mayoral Compensation • City Land Disposal (Yellow House) (Retherford) • <p>Communications</p> <ul style="list-style-type: none"> • Clackamas County Sheriff's Department Annual Report – Nick Watt • Arbor Week and Tree City USA Proclamation (Pauley) • 2011 Annual Report Wilsonville Chamber of Commerce/Tourism (Jennifer Johnson) <p>Consent Agenda</p> <ul style="list-style-type: none"> • Property Tax Exemptions for low-income housing (Rodocker) <p>Public Hearing</p> <ul style="list-style-type: none"> • Storm Water SDCs and Rates (Rappold) <p>Continuing Business</p> <p>New Business</p> <ul style="list-style-type: none"> • Gift acceptance policy for the City of Wilsonville (Rose/Kohlhoff) • Establishing Reimbursement District Segment 1 of Coffee Lake Drive Sewer Line Infrastructure.... (Adams/Kohlhoff) <div data-bbox="1467 440 1810 589" style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Gather Mayoral task force recommendation, Ben & MEK's reports</p> </div>

<p>April 16</p> <p><i>Staff Reports due April 3</i></p>	<p>Executive Session</p> <p>Work Session</p> <ul style="list-style-type: none"> • TSP (Neamtzu) • Brenchley Estates North Zone Map Amendment (Edmonds) • Bicycle/Pedestrian/Emergency Bridge (Neamtzu) • <p>Communications</p> <p>Consent Agenda</p> <p>Public Hearing</p> <ul style="list-style-type: none"> • Brenchley Estates – North zone map amendment (Edmonds) <p>Continuing Business</p> <p>New Business</p>
<p><i>April 24</i></p> <p><i>Joint meeting with TVF&R Board of Directors</i></p>	<p>Joint meeting with TVF&R 5:30 p.m. at new CBOC facility in Tigard</p>
<p><i>April 30</i></p>	<p>Budget Committee Meeting</p>
<p><i>May 3</i></p>	<p>Budget Committee Meeting</p>

<p>May 7</p> <p><i>Staff reports due April 17</i></p>	<p>Executive Session</p> <p>Work Session</p> <ul style="list-style-type: none"> • Sign Code Amendments (Neamtzu) • Joint work session [1.5 hr.] with Planning Commission on draft TSP Solutions (Neamtzu) • <p>Communications</p> <ul style="list-style-type: none"> • <p>Consent Agenda</p> <ul style="list-style-type: none"> • <p>Public Hearing</p> <p>Continuing Business</p> <p>New Business</p>
<p>May 10</p>	<p>Budget Committee Meeting</p>
<p>May 21</p> <p><i>Staff report due May 8</i></p>	<p>Executive Session</p> <p>Work Session</p> <p>Communications</p> <p>Consent Agenda</p> <p>Public Hearing</p> <ul style="list-style-type: none"> • Sign Code Amendments (Neamtzu) • <p>Continuing Business</p> <p>New Business</p>

<p>June 4</p> <p><i>Staff reports due May 22</i></p>	<p>Executive Session Work Session</p> <p>Communications</p> <p>Consent Agenda</p> <p>Public Hearing</p> <ul style="list-style-type: none"> • Budget Adoption Resolutions <p>Continuing Business</p> <p>New Business: final supplemental budget adjustment to the first meeting in June Rodocker</p> <p>Also URA Meeting for budget adoption.</p>
<p>June 18</p> <p><i>Staff reports due June 5th</i></p>	<p>Executive Session Work Session</p> <p>Communications</p> <p>Consent Agenda</p> <p>Public Hearing</p> <p>Continuing Business</p> <p>New Business</p>

UNSCHEDULED ITEMS

- Amend Res. Declaring an emergency succession statement
- Road Maintenance Fee

**CITY COUNCIL WORK SESSION
 INFORMATION ITEM**

Proposed Stormwater Fee and System Development Charge

Meeting Date: March 19, 2012
 Report Date: March 13, 2012
 Source of Item: CD/Natural Resources Program

Contact: Kerry Rappold
 Contact Telephone Number: 503-570-1570
 Contact E-Mail: rappold@ci.wilsonville.or.us

ISSUE STATEMENT

The City Council approved an update to the Stormwater Master Plan with Ordinance No. 700 on February 23, 2012. The master plan includes policies, a Capital Improvement Program, and a funding model for stormwater management. Chapter 10 (i.e., Financial Analysis) of the Stormwater Master Plan identifies modeling assumptions and outcomes, and proposed stormwater fee and system development charge (SDC) to fund the stormwater management program.

Based on the funding model in the master plan, the stormwater fee would increase from \$3.72 to \$5.00 per equivalent residential unit (ERU), and an increase in the stormwater system development charge from \$492 to \$1,356 per ERU would be phased over three years. These increases are necessary to support the existing and future needs of the City's stormwater system. The following table provides the schedule for implementing the increases in the stormwater fee and SDC over the next five years:

(Per ERU)	Forecast of Stormwater Rates					
	Current	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Stormwater Fee	\$3.72	\$5.00	\$5.10	\$5.25	\$5.45	\$5.60
SDC Improvement Fee	\$492	\$620	\$748	\$876	\$876	\$876
SDC Reimbursement Fee	0	\$160	\$320	\$480	\$480	\$480
Total SDC	\$492	\$780	\$1,068	\$1,356	\$1,356	\$1,356

BACKGROUND

The existing stormwater fee and SDC were established by Resolution No. 1732 that was adopted by the City Council on November 19, 2001. The resolution included a stormwater fee of \$3.58 per ERU and a SDC of \$421 per ERU.

Ordinance No. 433, adopted by the City Council on September 19, 1994, established the overall program for the stormwater fee for storm drainage services and stormwater quality management. In conjunction with Ordinance No. 433, Resolution No. 1129, which was adopted by the City Council on August 15, 1994, provided the first stormwater fee of \$1.40 per ERU.

The statutory basis for system development charges in Oregon is included in ORS 223.297 through 223.314. The

purpose of these statutory requirements “is to provide a uniform framework for the imposition of system development charges by local governments, to provide equitable funding for orderly growth and development in Oregon’s communities and to establish that the charges may be used only for capital improvements”. The overall guidance for system development charges in Wilsonville was established by Ordinance No. 386, which was adopted by the City Council on July 1, 1991.

The proposed method of funding for the Capital Improvement Program, contained within the recently approved Stormwater Master Plan, is to use a combination of revenue bonds, stormwater system development charge and stormwater fee. The funding methodology included the following assumptions:

1. 20-year revenue bonding at an interest rate of 5.0%
2. A coverage factor of 1.25 times maximum annual debt service
3. Level debt service
4. An Operating Fund balance at no less than \$200,000
5. ERU growth of 1 3/4 % per year
6. Cost escalation generally at 3% with the exception of 4.5% for personal services and 4.5% for transfers

The methodology for calculation of the stormwater fee and system development charge is contained within Chapter 10 of the master plan, attached as Exhibit A. The Finance Director has provided some additional comments about the proposed stormwater fee and system development charge, attached as Exhibit B. A comparison of the proposed stormwater fee with other jurisdictions is found within Exhibit C.

City staff hosted a public meeting on April 29, 2010 to provide an overall summary of the system development charge methodology and to answer any specific questions. Potentially impacted developers were invited to the meeting. An updated notice will be mailed to the same parties for the scheduled public hearing on April 2, 2012.

RELATED CITY POLICIES

1. Comprehensive Plan, Public Facilities and Services (Storm Drainage Plan)
2. Stormwater Master Plan (Ordinance No. 700)
3. Stormwater fee
 - a. Ordinance No. 433
4. Stormwater system development charge
 - a. Ordinance No. 386

NEXT STEPS

Conduct a public hearing on April 2, 2012 to adopt the proposed stormwater fee and system development charge.

ATTACHMENTS

- A. Chapter 10 of Stormwater Master Plan
- B. Finance Director’s Comments
- C. Comparison of stormwater fee with other jurisdictions

10.0 FINANCIAL ANALYSIS

10.1 INTRODUCTION

Stormwater management services within Wilsonville are provided through two City departments, Public Works and Community Development. City staff are responsible for managing both the quantity and quality of stormwater runoff while ensuring there is adequate stormwater drainage capacity. These activities are performed in a manner consistent with the City's goal of protecting local streams and habitat to ensure that connections to the stormwater system are constructed and maintained in compliance with all federal and state water quality regulations. Stormwater staff is responsible for the operation and maintenance of all publically owned catch basins, pipes, sedimentation manholes along with water quality facilities and stormwater detention ponds. All of these stormwater services are funded through the Stormwater Utility fee which is also referred to as the City's "stormwater surcharge" in some of Wilsonville's documentation.

10.2 STORMWATER UTILITY FEE

Stormwater management utilities are authorized by Oregon statute as enterprise funds within a City's budget structure. They are defined as being financially self-sufficient and can be designed to furnish a comprehensive set of services related to stormwater quantity and quality management. Services that stormwater management utilities provide include not only the construction and maintenance of facilities necessary to control flooding and improve the character of surface runoff, but also implementation of best management practices (BMPs) designed to address nonpoint source pollution. These BMPs may include water quality sampling, public education and plan review, stormwater system maintenance, site inspections and basin planning. All of these program elements are part of the National Pollutant Discharge Elimination System (NPDES) permit requirements.

Wilsonville's current Stormwater Utility fee (see Resolution No. 1732) is applied to customers based on an "equivalent residential units" (ERU) approach. Under this structure, single-family homes are counted as one ERU and, on average, contain 2,750 square feet of impervious area. All non single-family residential customers are charged based on their measured impervious surface area for each developed property which is then divided by the ERU value of 2,750 square feet of impervious surface. This determines the total number of ERUs billed to that non single-family residential customer. The City's current monthly stormwater rate is \$3.72 per ERU.

10.3 STORMWATER RATE MODEL

The technical analysis contained in Wilsonville's Stormwater Master Plan produced operations, maintenance and capital improvement program activities and costs. This financial review assesses the impact of the program on the City's Stormwater Utility

rates and SDCs. A funding model was developed as an electronic spreadsheet-based (Excel) work product. This model simulates the fiscal management of the City's Stormwater Utility and accommodates the following conditions:

- A 20-year forecast horizon (the current start year is fiscal 2012)
- A Capital Projects Fund where capital improvement projects are budgeted
- A Stormwater SDC Fund where system development charges are budgeted
- An Operating Fund where revenues and expenses are budgeted
- Issuing and servicing debt to fund capital improvements
- Rate-making based on the revenue requirements for the utility during each forecast year.

The model then calculates monthly user charges (rates) based on variable inputs for inflation, operating costs, customer base (i.e., number of ERUs) and capital improvements. The model is designed as an integrated set of spreadsheets that also provides toggles for various input assumptions. These are summarized in Table 10-1.

Table 10-1
Summary of Modeling Assumptions

MODEL INPUTS		
	User Inputs Required	Purpose
Financing Assumptions	Type of debt financing to be used, term of indenture, interest rates, etc. In Wilsonville's case the debt is issued through revenue bonds	Debt sizing and servicing
Capital Improvement Projects and Schedule	Project cost, description, year of implementation, CIP inflation rate	CIP costing
Operating Revenues and Expenses	Start year budgeted revenues and expenses by line item, billable ERUs, general cost inflation index, projected growth in ERU (as a percent)	Cash flow and income statement for the utility
ERUs	Growth in ERUs through the planning period	Forecast of estimating billable ERUs

10.3.1 Assumptions

Key modeling assumptions were developed over multiple meetings with City staff and are summarized below:

- 20-year revenue bonding at an interest rate of 5.0%

- A coverage factor of 1.25 times maximum annual debt service
- Level debt service
- An Operating Fund balance @ no less than \$200,000
- ERU growth of 1 ¼ % per year
- Cost escalation generally at 3% with the exception of 4.5% for personal services and 4.5% for transfers.

10.3.2 Model Outputs and Reports

The model has a series of standard reports which include:

- **Schedule of financing assumptions** - This report itemizes the user inputs that are required by the model to create debt issuances and bond proceeds that will be used to pay for capital improvements. It is always assumed that debt proceeds are only used to pay for capital improvement projects and related coverage, issuance and reserve funding requirements. This disallows use of bond proceeds to fund the cost of operations and maintenance expenses. These costs are assumed to be funded through user charges (rates).
- **Debt sizing and servicing report** - This report itemizes the calculated amount of annual debt service for each forecast year. The analysis is based on the level of capital improvement spending in any forecast year and the revenue bond debt funding costs including principal, interest, coverage and reserve funding requirements.
- **Listing of capital projects and construction fund activity** - This report itemizes the capital improvement projects (last edition October 2011) over the planning period. The model adjusts project costs for the effects of inflation as future projects are scheduled for implementation. This report also tracks the activity within the capital projects fund for transfers, interest earnings on fund balance and beginning and ending fund balances.
- **Schedule of revenue requirements and monthly rates** - The rate-making results are displayed in this report. The model uses two tests to solve for rates. The first is for the sufficiency of cash flows to fund operations and debt service. The second is a test of bonded debt coverage requirements. After solving for each of these tests in each forecast year, the model calculates a user charge that will be sufficient to fund the more stringent test.
- **Statement of revenues and expenses** - This report calculates the results of operations for each forecast year prior to rate adjustments. Based on a start-year level of operating revenues and expenses, the model forecasts the net utility income if revenues and expenses are

incurred as projected based on inflation assumptions and customer base growth.

- **Debt service worksheet; revenue bonds**—This worksheet shows the debt servicing for revenue bonds by year and by issuance. The model assumes level debt service for all revenue bonds that are issued over the forecast horizon. The purpose of this report is to show the total debt service in any year, but also to see how much of the total service consists of interest and principal repayment.

10.4 GENERAL ECONOMIC AND PLANNING ASSUMPTIONS

The model assigns independent inflation factors for various categories of costs. These are noted in Table 10-2:

Table 10-2
Inflation and Economic Forecasting Assumptions

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Inflation Forecast:										
Personal services	Budget	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Materials and services	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital outlays	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Transfers to other funds	Budget	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Revenue Growth Forecast:										
Intergovernmental	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Transfers from other funds	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Investment income	Budget	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Miscellaneous	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Growth Customer Base		1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%
Unit SWM SDC	\$ 492	\$ 780 ³	\$ 1,068 ³	\$ 1,356 ³	\$ 1,356 ³	\$ 1,356 ³	\$ 1,356 ³	\$ 1,356 ³	\$ 1,356 ³	\$ 1,356 ³
ERU forecast:										
Estimated ERUs beginning	20,172	20,524	20,882	21,246	21,616	21,993	22,376	22,766	23,163	23,567
Annual additions	352	358	364	370	377	383	390	397	404	411
Estimated ERUs ending	20,524	20,882	21,246	21,616	21,993	22,376	22,766	23,163	23,567	23,978

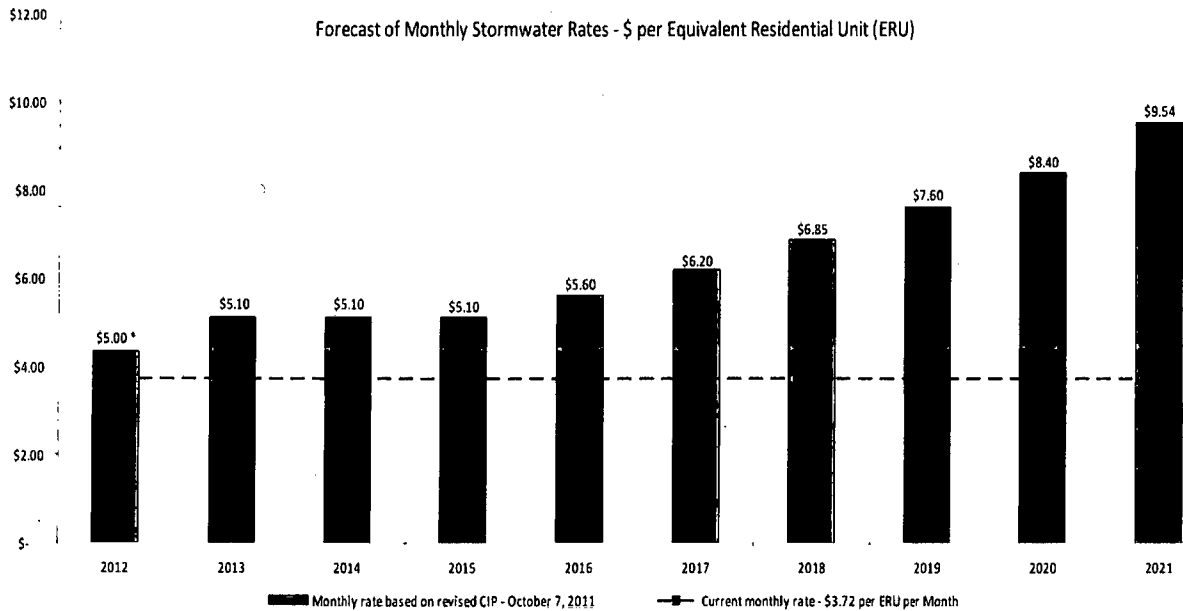
10.5 STORMWATER SDC FUND

- The Stormwater SDC Fund receives revenues collected from the City's SDCs and, when required, transfers money to the Stormwater Capital Projects Fund to pay for construction. Historically, annual revenues from SDCs have varied from a high of \$402,000 in 2008 (actual) to \$91,233 (actual) in 2010. For forecast purposes based on 1¾ % growth and the proposed phasing in of the full SDC through 2015, annual SDC revenues are expected to be more in the \$400,000 per year range. The forecast does not anticipate the issuance of any long term debt for the first five (5) years to finance capital needs. Internally generated free cash flows are assumed to be sufficient to meet SWM system capital investing needs over this first five years of the forecast. The forecast does assume the City will be issuing revenue bonds in years six through fourteen to meet the funding requirements of the capital improvement plan. Starting in 2013, the

increasing capital needs and escalating operating costs in excess of customer growth will require increases in rates (see Table 10-3).

- Two funding sources for capital construction will be revenues from the Stormwater SDC Fund and the Stormwater Operating Fund which will be transferred to the Stormwater Capital Projects Fund.
- The estimated FY 2011 ending fund balance in the Stormwater SDC Fund was \$411,844 (see Table 10-4). Over the forecast horizon, this balance is drawn down to zero and held at that level. In each forecast year, all cash entering the Stormwater SDC Fund is transferred to the Stormwater Capital Projects Fund to support master plan construction work. In addition to these resources, the Stormwater Capital Projects fund receives cash transfers from the Stormwater Operating Fund in excess of \$100,000 per year in each of the forecast years FY2012-2022.

Table 10-3
Forecast of Monthly Stormwater Rates



* assumes a rate increase to \$5.00/ERU effective 1/1/12

Table 10-4
Forecast of Stormwater SDC Fund Cash Flows

City of Wilsonville Analysis of Stormwater SDC Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	673,247	608,432	475,002	-	-	-	-	-	-	-	-
Sales and Services:											
System Development Charges	256,588	293,227	279,016	388,701	502,122	510,867	519,776	528,828	538,045	547,428	556,976
Interest Income	13,000	5,000	4,750	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Total Resources	<u>\$ 942,835</u>	<u>\$ 906,659</u>	<u>\$ 758,768</u>	<u>\$ 388,701</u>	<u>\$ 502,122</u>	<u>\$ 510,867</u>	<u>\$ 519,776</u>	<u>\$ 528,828</u>	<u>\$ 538,045</u>	<u>\$ 547,428</u>	<u>\$ 556,976</u>
Requirements:											
Materials and Services	1,430	1,430	1,473	1,517	1,563	1,609	1,658	1,707	1,759	1,811	1,866
Transfers OUT:											
Streets Capital Projects Fund	-	-	-	-	-	-	-	-	-	-	-
Storm Water Capital Projects Fund	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Subtotal Transfers OUT	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Contingency	196,588	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance	411,844	475,002	-	-	-	-	-	-	-	-	-
Total Requirements	<u>\$ 942,835</u>	<u>\$ 906,659</u>	<u>\$ 758,768</u>	<u>\$ 388,701</u>	<u>\$ 502,122</u>	<u>\$ 510,867</u>	<u>\$ 519,776</u>	<u>\$ 528,828</u>	<u>\$ 538,045</u>	<u>\$ 547,428</u>	<u>\$ 556,976</u>

10.6 STORMWATER CAPITAL PROJECTS FUND

The Stormwater Master Plan produced the capital improvement program and schedule summarized in Table 10-5:

Table 10-5
Schedule of Capital Improvement Projects

City of Wilsonville Summary of Stormwater System Capital Improvement Plan					
Cost Escalation Rate		3.00%			
MP Rank	Cost In FY 2011	Year	Project	Annual Maintenance Cost	Project Number
High Priority Projects - 0-5 Years					
	285,000	2012	Rivergrove Repair Project	2,200	Retrofit
	577,296	2012	Boeckman Creek Realignment	2,200	BC-7
	57,000	2012	Low Impact Development Design Standards and Implementation Guide	0	Study ST-5
	45,486	2013	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gages	0	Study ST-8
	18,240	2013	Purchase InfoSWM Model	0	Study ST-9
	142,500	2013	Charbonneau Infrastructure Replacement Study	0	Study ST-6
	135,774	2014	Gesellschaft Water Well Channel Restoration	1,800	BC-4
	203,148	2014	Memorial Park Parking Lot Vegetated Swales (3)	6,500	LID1
	129,504	2014	Canyon Creek Estates Pipe Removal	1,500	BC-8
	213,196	2015	Barber Street Pipe Replacement	1,200	SD4206 & SD4209
	58,482	2015	SW Camelet Green Street Mid-Block Curb Extensions (2 extensions)	5,300	LID3
	564,071	2015	Commerce Circle Channel Restoration	5,700	CLC-3
	57,000	2016	Study to analyze area north of Elkisen Rd/East of I-5	0	Study ST-1
	285,000	2016	Future Project Development and Implementation	0	FP
Medium Priority Projects - 5-10 Years					
	167,580	2017	Boeckman Creek Outfall Rehabilitation	1,500	BC-2
	1,366,948	2017	Multiple Detention Pipe Installation	1,100	BC-6
	38,441	2017	Boeckman Creek Outfall Realignment	1,300	BC-5
	810,109	2018	Cascade Loop Detention Pipe Installation	1,100	BC-3
	64,360	2018	Memorial Park Stream and Wetland Enhancement	2,900	BC-10
	111,720	2018	Memorial Drive Pathway and Storm Drain Repair	0	BC-9
	526,338	2019	SW Camelet Green Street Mid-Block Curb Extensions (18 extensions)	47,700	LID3
	362,794	2019	SW Wilsonville Road Stormwater Planters	6,700	LID7
	279,420	2019	SW Parkway Avenue Stream Restoration	4,900	CLC-2
	115,028	2020	Jobsay Lane Culvert Replacement	2,200	CLC-9
	497,405	2020	SW Parkway Pipes Replacement	2,200	SD5707, 5709, 5714, 5719
	57,000	2020	Advance Road School Site Study	0	Study ST-2
	3,516,900	2021	Detention/Wetland Enhancement near Tributary to Bassett Creek	4,900	CLC-1
	867,417	2021	French Prairie Road in NW Charbonneau Pipe Replacement	1,500	SD9038
	1,043,501	2021	Curry Drive and French Prairie Road in NW Charbonneau Pipe Replacement	2,100	SD9052
	285,000	2021	Future Project Development and Implementation	0	FP
Low Priority Projects - 10-20 Years					
	342,000	2022	Master Plan and Model Update	0	Study ST-4
	57,000	2022	Survey of Open Channel Conveyance	0	Study ST-3
	5,446,350	2022	Wiedeman Road Regional Stormwater Detention/Stream Enhancement	4,900	BC-1
	283,778	2023	Ridder Road Wetland Restoration	2,900	CLC-4
	236,838	2023	SW Hillman Green Street Stormwater Curb Extensions	4,000	LID2
	339,844	2023	Coffee Lake Creek Stream and Riparian Enhancement	2,900	CLC-5
	490,286	2024	Coffee Lake Creek South Tributary Wetland Enlargement	2,900	CLC-6
	496,114	2024	Coffee Lake Creek South Tributary Stream Restoration	2,900	CLC-7
	65,393	2024	Boborg Road Culvert Replacement	2,200	SD4021 & SD4022
	486,877	2025	Coffee Lake Creek Restoration	4,300	CLC-8
	57,000	2025	Boeckman Creek at Boeckman Road Stormwater Study	0	Study ST-7
	733,590	2025	Boborg Road Pipe Replacement	2,200	SD4025 - SD4028
	1,052,432	2025	Multiple Detention Pipe Installation - Bridge Creek Apartments	1,100	BC-6
	\$22,989,260		Net Construction Cost	\$136,800	

The total cost for the high priority projects (years 0 – 5) is \$2,771,697 or \$3,014,636 (inflated). These high priority projects are to be funded from a combination of cash on hand and future internally generated cash. No long term debt issuances are expected to be used to fund these high priority projects. Contributions are anticipated in 2013 from the Stormwater SDC Fund of \$757,295 and from the Stormwater Operating Fund of \$130,000. Stormwater SDC Fund transfers will drop to about \$500,000 per year after 2013 while the analysis assumes continued use of Operating Fund resources at about \$400,000 per year through 2022.

The total cost of the medium priority projects is \$10,129,961 (years 5 – 10) (\$13,146,987 inflated). The total cost of the low priority projects (years 10 – 20) is

\$10,087,602 (\$14,387,059 inflated). In order to fund the medium and long term priority projects, it is assumed the City will issue revenue bonds starting in fiscal 2017. The modeling assumes long term debt will be issued in each forecast year from fiscal 2017 to fiscal 2025. As discussed above, it is assumed the City will be contributing free cash flows in support of these future construction costs. Over the 2017 to 2025 time frame, modeling indicates the City will contribute \$7,075,000 in support of these medium and low priority master plan projects.

Also, over this time frame, the modeling indicates the City will borrow a total of \$22,488,464. This total exceeds the net inflated cost of the projects (i.e., inflated costs of projects less equity contributions from the City) because of issuance costs and upsizing of borrowings to fund anticipated revenue bond reserve account requirements. This highlights the need to bundle projects (and debt) to minimize issuance costs.

Bond covenants require that stormwater user fees be set at a rate sufficient to recover at least 1.25 times the actual amount of current bonded debt service in addition to operating expenses, and require a reserve equal to the highest principal and interest payments due in any future year. The stormwater financial model takes these coverage and reserve requirements into account and tests for sufficiency in every year of the forecast. Table 10-6 shows the forecast of annual costs for the high priority projects.

Table 10-6
Annual Master Plan High Priority Capital Improvement Costs (years 0-5)

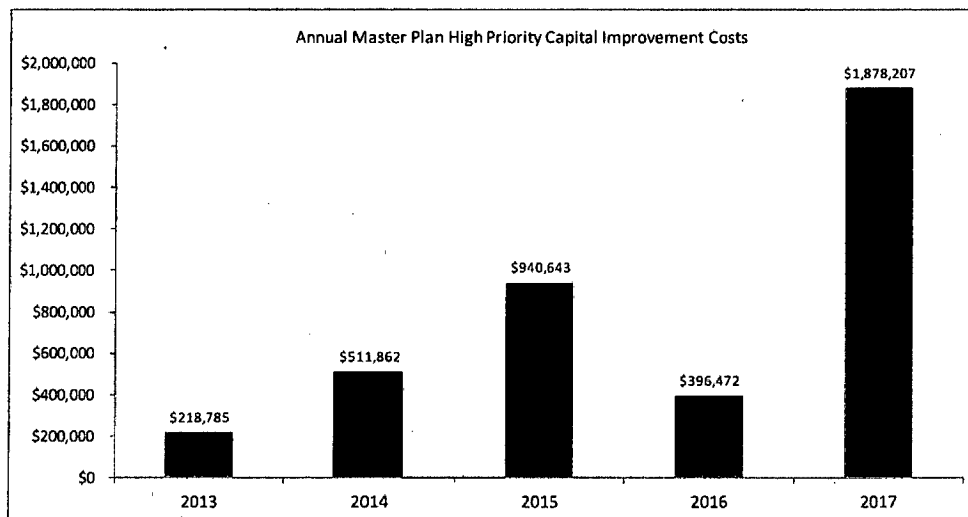


Table 10-7
Forecast of Stormwater Capital Projects Fund Cash Flows

City of Wilsonville Analysis of Stormwater Capital Projects Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	11,272	10,272	10,272	555,993	445,453	515,623	753,324	392,245	721,959	1,078,661	1,449,305
Revenues:											
Intergovernmental	-	410,000	-	-	-	-	-	-	-	-	-
Investment income	1,000	-	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Contributions	500,000	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	501,000	410,000	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Transfers from other funds - IN:											
Stormwater Operating Fund	159,760	252,373	130,000	137,000	640,000	260,000	400,000	550,000	550,000	775,000	400,000
Stormwater SDC Fund	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Subtotal transfers IN	492,733	682,600	887,295	524,184	1,140,560	769,257	918,119	1,077,121	1,086,287	1,320,616	955,110
Bond proceeds:											
Oregon DEQ revolving loans	-	-	-	-	-	-	-	-	-	-	-
New revenue bonds - reserve requirement	-	-	-	-	-	-	59,819	51,818	73,233	6,479	644,101
New revenue bonds - project funding	-	-	-	-	-	-	678,207	587,486	830,287	73,458	7,302,550
Subtotal bond proceeds	-	-	-	-	-	-	738,027	639,303	903,520	79,937	7,946,650
Total Resources	\$ 1,005,005	\$ 1,102,872	\$ 897,670	\$ 1,085,737	\$ 1,590,467	\$ 1,290,036	\$ 2,417,003	\$ 2,112,591	\$ 2,718,985	\$ 2,490,002	\$ 10,365,558
Requirements:											
Expenditures:											
Capital projects	873,450	975,000	218,785	511,862	940,643	396,472	1,878,207	1,237,486	1,480,287	873,458	7,677,550
Transfers to other funds - OUT:											
General Fund	8,469	11,300	11,809	12,340	12,895	13,475	14,082	14,716	15,378	16,070	16,793
Community Development Fund	110,814	106,300	111,084	116,082	121,306	126,765	132,469	138,430	144,660	151,169	157,972
Subtotal transfers to other funds - OUT	119,283	117,600	122,892	128,422	134,201	140,240	146,551	153,146	160,037	167,239	174,765
Contingency	12,272	-	-	-	-	-	-	-	-	-	-
New revenue bonds - reserve requirement	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Unappropriated ending fund balance	-	10,272	555,993	445,453	515,623	753,324	332,425	610,323	893,791	1,257,955	1,677,794
Total Requirements	\$ 1,005,005	\$ 1,102,872	\$ 897,670	\$ 1,085,737	\$ 1,590,467	\$ 1,290,036	\$ 2,417,003	\$ 2,112,591	\$ 2,718,985	\$ 2,490,002	\$ 10,365,558

It should also be noted that there are annual transfers out of the Stormwater Capital Projects Fund (see Table 10-7) to the General Fund (\$11,300) and to the Community Development Fund (\$106,300). These have been included in this analysis.

10.7 STORMWATER OPERATING FUND

- The estimated 2012 Stormwater Operating Fund beginning balance is \$497,712. As reflected in this rate forecast, the Operating Fund receives approximately \$1,000,000 annually from stormwater service charges. The Fund's major expenses are for personal services at \$236,000; materials and services at \$487,000 and, as estimated in the Master Plan, additional maintenance costs related to the recommended new facilities of between \$10,000 and \$144,000 annually (see line item "materials and services – new CIP" in Operating Fund detail sheet).
- Transfers Out – The second largest financial requirement of the Stormwater Operating Fund (see Table 10-8) is cash transfers to other funds. The financial model fully funds all required transfers out including the following (2012 budget):

General Fund.....	\$166,700
Community Development Fund	\$77,000
Stormwater Capital Projects Fund	\$252,373
- Contingency and unappropriated ending fund balances – For the base case forecast, it has been assumed that future rates will be set to meet all financial requirements, and keep an ending fund balance at a threshold of not less than \$200,000.

Table 10-8
Forecast of Stormwater Operating Fund Cash Flows

City of Wilsonville Analysis of Stormwater Operating Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	653,450	497,712	353,767	501,767	617,767	202,767	277,767	292,767	263,767	281,767	274,767
Revenues:											
Stormwater utility charges	955,000	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-
Investment income	10,000	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	965,000	1,075,816	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
Total Resources	\$ 1,618,450	\$ 1,573,528	\$ 1,635,376	\$ 1,806,405	\$ 1,947,148	\$ 1,683,496	\$ 1,945,794	\$ 2,168,156	\$ 2,378,980	\$ 2,659,701	\$ 3,022,689
Requirements:											
Expenditures:											
Personal services	219,440	236,290	246,923	258,035	269,646	281,780	294,460	307,711	321,558	336,028	351,149
Materials and services - base line	502,338	487,398	502,020	517,081	532,593	548,571	565,028	581,979	599,438	617,421	635,944
Materials and services - on new CIP	-	-	-	10,397	24,040	24,761	30,025	35,702	109,705	118,570	133,217
Capital outlays	2,500	-	-	-	-	-	-	-	-	-	-
Subtotal expenditures	724,278	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to other funds - OUT											
General Fund	163,700	166,700	174,202	182,041	190,232	198,793	207,739	217,087	226,856	237,064	247,732
Community Development Fund	73,000	77,000	80,465	84,086	87,870	91,824	95,956	100,274	104,786	109,502	114,429
Stormwater Capital Projects Fund	159,760	252,373	130,000	137,000	640,000	260,000	400,000	550,000	550,000	775,000	400,000
Subtotal transfers to other funds	396,460	496,073	384,667	403,126	918,102	550,617	703,695	867,361	881,642	1,121,566	762,161
Debt service:											
DEQ revolving loans	-	-	-	-	-	-	-	-	-	-	-
New Revenue bonds	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Subtotal debt service	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Contingencies/Designations	50,170	272,563									
Unappropriated ending fund balance	447,542	81,204	501,767	617,767	202,767	277,767	292,767	263,767	281,767	274,767	304,767
Total Requirements	\$ 1,618,450	\$ 1,573,528	\$ 1,635,376	\$ 1,806,405	\$ 1,947,148	\$ 1,683,496	\$ 1,945,794	\$ 2,168,156	\$ 2,378,980	\$ 2,659,701	\$ 3,022,689

10.7.1 Analysis of Revenue Requirements

This task calculates the revenue needed from rates. It is driven by utility cash flow or income requirements, constraints of bond covenants and specific fiscal policies related to the development, operation and maintenance of a "stand alone" stormwater management utility. Based on cost and planning information discussed above, and shared with City Staff, the following forecast, displayed in Table 10-0, of future stormwater revenue requirements was developed:

Table 10-9
Forecast of Stormwater System Revenue Requirements

City of Wilsonville Projection of Stormwater Operating Fund Revenue Requirements										
Line Item Description	Budget 2012	Forecast								
		2013	2014	2015	2016	2017	2018	2019	2020	2021
Projection of Cash Flow:										
Revenues:										
Stormwater utility charges	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Investment income	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	1,075,816	1,077,353	1,283,089	1,305,798	1,325,231	1,481,479	1,668,177	1,875,100	2,115,393	2,377,864
Expenditures:										
Operations and maintenance	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to Other Funds - excluding SWM construction fund	243,700	254,667	266,126	278,102	290,617	303,695	317,361	331,642	346,566	362,161
Debt service	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Use of Operating Fund balance	100,580	278,000	253,000	225,000	335,000	415,000	521,000	568,000	768,000	430,000
Subtotal expenditures	1,067,968	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
Net Cash	7,848	(204,256)	(21,549)	(23,583)	(155,498)	(186,548)	(207,212)	(240,113)	(262,541)	(370,058)
Net Deficiency/(Surplus)	(7,848)	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Test of Coverage Requirement:										
Operating Revenues:										
Stormwater utility charges	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Intergovernmental	-	-	-	-	-	-	-	-	-	-
System Development Charges	293,227	279,016	388,701	502,122	510,867	519,776	528,828	538,045	547,428	556,976
Transfers (To) From Rate Stabilization Account	-	-	-	-	-	-	-	-	-	-
Total Operating Revenues	1,367,043	1,352,832	1,666,773	1,801,743	1,834,070	1,998,478	2,194,078	2,410,507	2,660,003	2,932,092
Operating Expenses:										
Operations & Maintenance Expense	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to Other Funds	243,700	254,667	266,126	278,102	290,617	303,695	317,361	331,642	346,566	362,161
Total Operating Expenses	967,388	1,003,609	1,051,638	1,104,381	1,145,729	1,193,208	1,242,753	1,362,343	1,418,585	1,482,472
Net Operating Income	399,655	349,222	615,135	697,362	688,341	805,270	951,325	1,048,164	1,241,418	1,449,620
Nonoperating Income (Expense):										
Interest Income:										
Stormwater Operating Fund	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Stormwater Capital Projects Fund	-	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Stormwater SDC Fund	5,000	4,750	-	-	-	-	-	-	-	-
Other Nonoperating Income (expense)	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Income	7,000	8,390	10,578	10,632	7,184	10,311	6,850	9,857	13,604	17,241
Total Net Revenues Available for Debt Service	406,655	357,613	625,712	707,994	695,525	815,581	958,175	1,058,022	1,255,022	1,466,861
Debt Service:										
Senior Lien Parity Obligations:										
Oregon DEQ Revolving Loan	-	-	-	-	-	-	-	-	-	-
New revenue bonds	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Total Senior Lien Parity Obligations	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Senior Lien Parity Obligations Coverage Recognized	N/A	N/A	N/A	N/A	N/A	13.63	8.58	5.72	6.56	1.76
Senior Lien Parity Obligations Coverage Required	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Senior Lien Coverage Deficiency	-	-	-	-	-	-	-	-	-	-
Net Deficiency/(Surplus)	-	-	-	-	-	-	-	-	-	-
Projection of Revenue Sufficiency:										
Maximum Deficiency	-	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Percent Increase Required Over Current Rate Revenues	0.00%	19.02%	1.69%	1.81%	11.75%	12.62%	12.44%	12.82%	12.43%	15.58%
Stormwater rates reconciliation:										
Revenues recognized from current rates	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Add revenues from rate increase	-	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Total revenues recognized from rate increase	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174

10.8 RATE ANALYSIS

In Wilsonville, service charges for stormwater management reflect a rationale that those who contribute runoff to the stormwater system should proportionately contribute to the costs of providing services. This approach is now regarded by most administrators and the courts as an appropriate technique for financing stormwater programs. A basic assumption in this rate analysis is that services will continue to be billed on the basis of impervious surface. For single family residential property owners, the average amount of impervious area on a developed residential lot is 2,750 square feet. This value provides the basis for and equates to one ERU. Non-residential property owners are billed based on their measured impervious area divided by 2,750 which is then multiplied by the rate per ERU of \$3.72 (current rate). The base case forecast has assumed that the percentage change in revenue requirements in any forecast year will be applied to the prior year's rate to arrive at that year's calculated rate per ERU. Table 10-10 shows the rate forecast per ERU over the forecast horizon.

Note: the budgeted rate for fiscal 2012 is \$4.33; the forecast assumes a rate increase to \$5.00 effective 1/1/12.

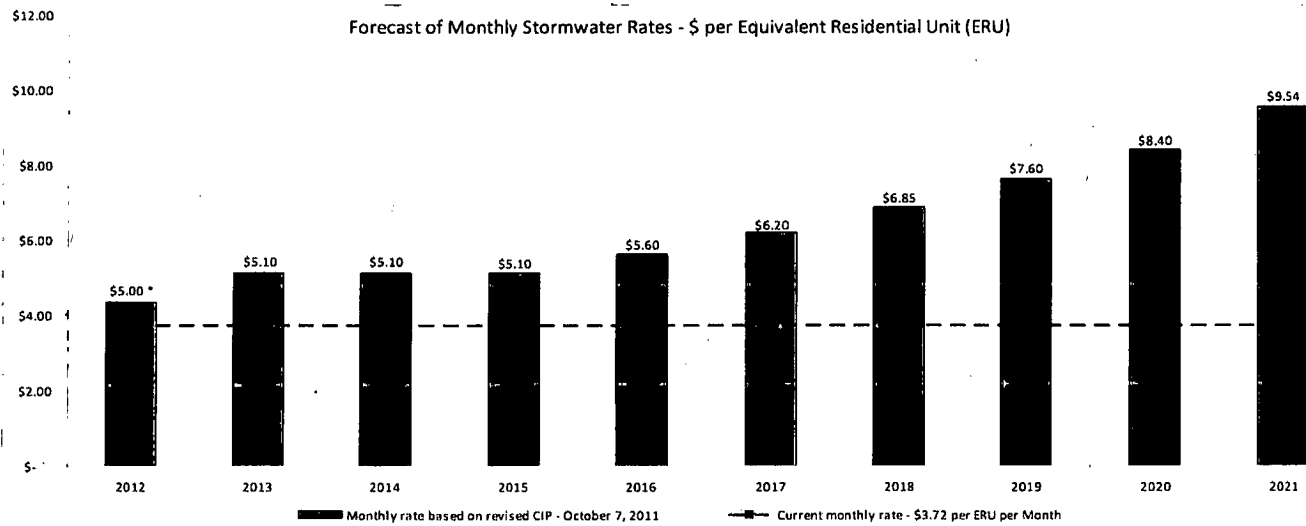
Table 10-10
Forecast of Monthly Stormwater Rates per ERU

City of Wilsonville Projection of Stormwater Operating Fund Revenue Requirements and Derivation of Monthly Rates per ERU										
	Budget	Forecast								
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<i>Gross revenues required from rates:</i>										
Operations and maintenance expense	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Operating fund capital outlays	-	-	-	-	-	-	-	-	-	-
Transfers to other funds - less transfers to construction	243,700	254,667	266,126	278,102	290,617	303,695	317,361	331,642	346,566	362,161
Debt service	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
(Use)/Replacement of Operating Fund balance	100,580	278,000	253,000	225,000	335,000	415,000	521,000	568,000	768,000	430,000
Subtotal gross revenues required from rates	1,067,968	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
<i>Revenue offsets to cost of service:</i>										
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Investment income	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Subtotal revenue offsets to cost of service	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
<i>Net revenues required from rates</i>	1,065,968	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174
Forecasted billable retail ERUs	20,524	20,882	21,248	21,616	21,993	22,378	22,766	23,163	23,567	23,978
Current monthly rate - \$3.72 per ERU per Month	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72
Monthly rate based on revised CIP - October 7, 2011	\$ 4.33	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.60	\$ 6.20	\$ 6.85	\$ 7.60	\$ 8.40	\$ 9.54

As the data in Table 10-11 shows, the longer range rate forecast shows significant increases as the cumulative effect of issuing revenue bonds to pay for the capital improvements is reflected in the rate. This forecast also assumes that the City will use available resources within its Stormwater SDC and Operating Funds to support identified capital needs during the initial phase of capital construction. These rate projections and specifically the rate effects related to capital funding are also based on increasing the City's current Stormwater SDC of \$492 per ERU based on the following step increases:

- July 1, 2012 - \$780 per ERU
- July 1, 2013 - \$1,068 per ERU
- July 1, 2014 - \$1,356 per ERU

Table 10-11
Long Range Forecast of Monthly Stormwater Rates per ERU



10.8.1 Service Charge Credits

Implementation of a stormwater funding structure requires policy direction regarding whether specific classifications of property or uses of such property will qualify for service charge exemption or credit. The amount of a property's service charge must be linked to its proportionate share of stormwater program costs. Issues of equity or legal defensibility arise when exemption or credit policies move away from this utility rate making premise. Service charges must be fair and reasonable and bear a substantial relationship to the cost of providing services and facilities.

Many basic policy decisions revolve around "who pays" when a stormwater service charge is applied to individual properties. The ERU approach is based on impervious area and would, therefore, exempt undeveloped properties which, by definition, do not have impervious area. If truly undeveloped i.e., left in its natural state, it is difficult to include undeveloped land in a rate structure based on impervious area and contribution of runoff factors.

Most stormwater service charge structures do not consider property ownership in establishing rates. Instead, charges are based on property conditions/improvements which affect runoff in some manner. One exception is publicly owned properties where a variety of policies have been implemented. Some utilities apply stormwater service charges to public properties in the same manner as private properties. Others do not charge public properties because it is believed that the process only takes money from one City fund and transfers it to another. However, the method most often employed is to bill all public owned facilities (schools, city buildings, etc.) but exempt publicly owned streets. The logic supporting the exemption for streets being that they are designed and operated as part of the City's stormwater conveyance system.

Another question in the stormwater rate is exemption or reduction of the charge based on social issues of low income or elderly. No general rule has been set which enables service charge reductions based solely on ability to pay or age making this issue one established by local policy. The stormwater charge should be consistent with the City's other rate structures.

The issue of tax-exempt properties being excluded from the service charge is legally straightforward. For the sake of maintaining consistency with legal requirements of service charges, the stormwater fee should be applied to properties owned by churches, non-profit agencies and others having tax exempt status.

Most stormwater utilities do provide for credits against service charges to recognize the effects of on-site detention, water quality mitigation or other means of stormwater control. Wilsonville's stormwater rate is related to each property's contribution of runoff to the system. The objective of a service charge credit system is to provide incentives for developers to meet or exceed stormwater quantity/quality requirements. The level of credit should reflect the reduced effect a property with on-site controls has over a similar property lacking this mitigation. The amount of reduction is a function of the service

charge rate structure. Under the impervious surface approach, the credit results in a reduction of the equivalent units attributable to the property.

The next question is how much of the service charge should be made available for credit. The case for making the entire charge available for credit would assume that if the site totally retains stormwater runoff, that customer is not being served by any of the programs or services offered by the utility. However, given the fact that access to the property is available during storm events and those stormwater utility activities such as water quality management, channel maintenance, regulatory compliance and public information will continue to benefit all the City's customers, it is questionable whether any property is left totally unserved by the program. Based on this logic, it is generally accepted that some level of the fee remain in place regardless of the on-site facility constructed by the customer. The level of credit available is then a function of allocating program costs to "base" versus "use" factors. Base can be defined as program costs that are largely unaffected by storm water flows. These typically include water quality management, regulatory compliance and billing/administration. Use costs are those that are related to storm water flow and may include budget categories such as maintenance and some capital improvements.

A final consideration deals with the calculation of the credit itself. There are a number of variations all of which revolve around the desired level of simplicity, equity and administrative ease. At its simplest, a service charge credit is calculated as a percentage reduction based on the type of facility. A detention facility equals a certain percentage reduction; a retention facility another percentage; sumps another percentage. A higher level of accuracy is achieved when the calculation is based on a case by case comparison of pre and post development flows from the site.

The City's current Resolution No. 1732 (Part III Article I.A) stipulates the following regarding eligibility for a reduction in the stormwater service charge:

The applicant must show to the Department of Public Work's (DPW) satisfaction, the amount of permanent reduction to the total run-off or run-off coefficient for the property. Extra capacity facilities or improvements above the requirements as described in the Stormwater Master Plan as described in Part II Definitions of this Resolution that are installed and maintained by the applicant may be used to show the amount of permanent reduction to the total runoff or runoff coefficient.

This credit procedure does provide the City with the mechanism to establish rate incentives for upsizing or providing levels of treatment that go beyond the requirements established for the stormwater program. However, the Resolution could be improved by including a more specific calculation of how the oversizing or other stormwater improvements on the property are translated into a reduction of the rate. It is assumed that the current methodology applies the same percentage reduction of flows from the site as the basis for a percentage reduction of the service charge applied to the site.

10.9 SYSTEM DEVELOPMENT CHARGE METHODOLOGY

10.9.1 Background

This update of Wilsonville's system development charges (SDC) for stormwater was done in conjunction with completion of the Stormwater Master Plan. As part of this update process, issues related to the current stormwater SDC structure were addressed through Wilsonville's Finance and Community Development Departments. These groups, working with the URS Project Team, established the proposed direction on the structure and calculation of the draft stormwater SDCs.

For this SDC update, Wilsonville established a number of objectives:

- Review the basis for the SDCs to ensure a consistent methodology;
- Develop a reimbursement element of the SDC; and
- Consider possible revisions to the structure or basis of the charge that might improve equity or proportionality to demand.

The City's current stormwater SDC is \$492 per ERU. This SDC was established in 2001 (CIP costs have been escalated over time but the basis for the charge has not been updated since 2001). The sole basis for the SDC is future project costs allocated to growth which in 2001 were valued at \$4,543,981. This cost base was allocated over planned future growth in ERUs of 9,189. The City then applied a "debt service reduction" of \$74 per ERU which resulted in a total SDC of \$421 in 2001. Again, as capital costs have been adjusted over time, this rate has increased to the current \$492.

This Stormwater Master Plan also identified a new category of project referred to as low impact development (LID) which are projects oriented toward improved stormwater quality. Because of the overall benefit to the City's stormwater program these water quality projects will provide, it was not possible to apportion specific projects or elements of projects to growth. Rather, the approach was to take the total LID project cost of \$1,387,700 and divide that amount by total ERUs (current and future) in the system of 28,502. This proportionately allocates these LID costs over the entire stormwater customer base as opposed to specific project allocations to growth in ERUs.

Finally, the City requested that a reimbursement element of the stormwater SDC also be evaluated as part of this project. Based on the City's fixed asset schedule, the costs for existing stormwater facilities were identified. From this base all developer contributions and grant funded improvements were subtracted from that total as contributed capital not eligible for SDC reimbursement. As is the case for the LID projects, there was no attempt to allocate specific assets to growth. Rather, the overall stormwater system assets (less contributed capital) provide capacity to new

connections, the cost of which has been paid by the City and its ratepayers. These costs should be proportionately shared by new connections to the system. Therefore, the book value of stormwater system assets (less contributed capital and less depreciation) of \$13,693,030 is divided by the total ERUs in the system (current and future) of 28,502 to derive the reimbursement SDC of \$480.

Table 10-12 summarizes the elements of the proposed stormwater SDC:

**Table 10-12
Summary of Proposed Stormwater SDCs**

City of Wilsonville Stormwater - System Development Charge Analysis Summary of Fee Components		
Reimbursement fee		\$ 480
Improvement fee:		
Water quantity	827	
Water quality	49	
Total improvement fee	876	876
Total System Development Fee		\$ 1,356

10.10 STATUTORY REQUIREMENTS

Wilsonville's Resolution No. 1732 Article III establishes the Stormwater SDC for the City. While indexed to reflect current construction costs indices, the Resolution was last updated in November 2001. The intent of the City through this proposed stormwater SDC is to ensure that each project contained in the Stormwater Master Plan is evaluated in order to determine whether or to what extent each project is eligible to be included in the SDC cost base. The evaluation of these stormwater projects for SDC eligibility employed the following guidelines:

ORS 223 Requirements:

1. Capital improvements mean the facilities or assets used for stormwater management. This definition DOES NOT ALLOW costs for operation or routine maintenance of the improvements.
2. The SDC improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the stormwater system to accommodate future growth.

3. An increase in system capacity is established if a capital improvement increases the "level of performance or service" provided by existing facilities or provides new facilities in order to accommodate anticipated growth.

Under this approach, the following rules were followed:

1. Repair costs are not included;
2. Replacement costs will not be included unless the replacement includes an upsizing of stormwater system capacity;
3. Costs will not be included which bring deficient systems up to established standards.

Wilsonville's Stormwater Utility service charge and SDC are based on measured impervious surface area. The average amount of impervious area on a single family residential developed lot within the City is set at 2,750 square feet. This equates to one ERU. Both rates and SDCs are calculated as a function of ERUs meaning that each property's fee is calculated as follows: $\text{Measured Impervious Surface} / 2,750 \text{ Sq Ft.} = \# \text{ of ERUs}$. The number of ERUs is then multiplied by the unit rate to determine the service charge or SDC amount.

The number of ERUs currently connected to the City's system is 20,524 as established through the City's Stormwater Utility billing records. Based on growth projections of 1¾ % per year, the total number of ERUs in Wilsonville at the end of the forecast period will be 28,502. This reflects growth of 7,978 ERUs.

10.11 SDC STRUCTURE

Under ORS 223.297-.314, there are two elements to an SDC:

The **reimbursement fee** considers the cost of existing facilities, prior contributions by existing users of those facilities, the value of the unused/available capacity, and generally accepted ratemaking principles (see Table 10-13). The objective is that "future system users contribute no more than an equitable share to the cost of existing facilities." The calculation of the reimbursement fee is based on the original cost of stormwater system facilities identified in the City's fixed asset schedule. An original cost base better reflects the fact that most stormwater infrastructure is not mechanical in nature and prone to the same level of depreciation as are water and sewer systems. Any outstanding principal on debt for these facilities has been removed to more accurately reflect the actual investment made by the City and its stormwater customers. Accordingly, any grant funded facility costs were also removed from the reimbursement fee calculation.

Table 10-13
Stormwater Reimbursement SDC Components

City of Wilsonville			
Stormwater - System Development Charge Analysis			
Reimbursement Fee Calculation			
	Original	(-) Accumulated	(=) Book
	Cost	Depreciation	Value
Total SWM utility plant-in-service balance	\$ 41,276,993	\$ 21,118,799	\$ 20,158,194
less projects funded from:			
Grants	338,033	4,225	333,807
Contributed capital	6,278,174	407,217	5,870,957
System Development Charges	<u>275,937</u>	<u>15,536</u>	<u>260,401</u>
Total	6,892,144	426,979	6,465,165
Rate base funded utility plant-in-service balance	\$ 34,384,850	\$ 20,691,820	\$ 13,693,030
Total current and future ERUs			28,502
Calculated reimbursement fee			<u>\$ 480</u>

The **improvement fee** is based on the cost of planned future facilities that expand the stormwater system's capacity or increase its level of performance to accommodate growth. In developing an analysis of the improvement portion of the fee, each project in the City's capital improvement plan was reviewed to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. The improvement SDC is calculated as a function of the estimated number of additional ERUs to be served by the City's facilities over the planning period. There are two elements to the proposed improvement fee, water quality and water quantity. Table 10-14 shows the water quality improvements identified through the Stormwater Master Plan project and allocates these costs proportionally by including the total stormwater customer base in the allocation.

Table 10-14
Stormwater Quality Improvement SDC

City of Wilsonville Stormwater - System Development Charge Analysis Water Quality Improvement Fee Calculation		
Project Number	Location	Estimated Project Cost
LID1	Memorial Park Parking Lot Vegetated Swales (3)	203,148
LID3	SW Camelot Green Street Mid-Block Curb Extensions (2 extensions)	58,482
LID3	SW Camelot Green Street Mid-Block Curb Extensions (18 extensions)	526,338
LID7	SW Wilsonville Road Stormwater Planters	362,794
LID2	SW Hillman Green Street Stormwater Curb Extensions	236,938
	Total Low Impact Development Projects Cost	\$ 1,387,700
	Total Existing and Future ERUs (2012-2031)	28,502
	Unit Water Quality Improvement Fee	<u>\$ 49</u>

The second element of the improvement SDC is related to future stormwater projects which were individually evaluated as part of the master planning process in terms of growth vs. non growth related capacity allocation. The resulting growth related costs are allocated only to future ERU growth in the City's stormwater utility/system. These results are shown in Table 10-15.

Table 10-15
Stormwater Quantity Improvement SDC

City of Wilsonville Stormwater - System Development Charge Analysis Water Quantity Improvement Fee Calculation				
Project Number	Location	Estimated Project Cost	SDC Eligibility	
			Percent	Cost
Retrofit	Rivergreen Repair Project	285,000	NA	-
BC-7	Boeckman Creek Realignment	577,296	46%	285,556
Study ST-5	Low Impact Development Design Standards and Implementation Guide	57,000	NA	-
Study ST-8	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gages	45,488	NA	-
Study ST-9	Purchase InfoSWM Model	18,240	NA	-
Study ST-6	Charbonneau Infrastructure Replacement Study	142,500	NA	-
BC-4	Gesellschaft Water Well Channel Restoration	135,774	0%	-
			0%	-
BC-8	Canyon Creek Estates Pipe Removal	129,504	24%	31,081
SD4208 & SD4209	Barber Street Pipe Replacement	213,196	11%	23,452
			0%	-
CLC-3	Commerce Circle Channel Restoration	564,071	98%	552,790
Study ST-1	Study to analyze area north of Elligson Rd/East of I-5	57,000	NA	-
FP	Future Project Development and Implementation	285,000	NA	-
	<i>Subtotal - High Priority Projects -0-5 years</i>	\$ 2,510,067		\$ 872,878
BC-2	Boeckman Creek Outfall Rehabilitation	167,580	NA	-
BC-6	Multiple Detention Pipe Installation	2,419,380	18%	435,488
BC-5	Boeckman Creek Outfall Realignment	38,441	3%	1,153
BC-3	Cascade Loop Detention Pipe Installation	810,109	0%	-
BC-10	Memorial Park Stream and Wetland Enhancement	84,360	24%	20,246
BC-9	Memorial Drive Pathway and Storm Drain Repair	111,720	0%	-
CLC-2	SW Parkway Avenue Stream Restoration	279,420	9%	25,148
CLC-9	Jobsey Lane Culvert Replacement	115,028	7%	8,052
SD5707, 5708, 5714, 5719	SW Parkway Pipes Replacement	497,405	0%	-
Study ST-2	Advance Road School Site Study	57,000	NA	-
CLC-1	Detention/Wetland Enhancement near Tributary to Basalt Creek	3,516,900	98%	3,446,582
SD9038	French Prairie Road in NW Charbonneau Pipe Replacement	867,417	0%	-
SD9052	Curry Drive and French Prairie Road in NW Charbonneau Pipe Replacement	1,043,501	0%	-
FP	Future Project Development and Implementation	285,000	NA	-
	<i>Subtotal - Medium Priority Projects -5-10 years</i>	\$ 10,293,261		\$ 3,936,650
Study ST-4	Master Plan and Model Update	342,000	NA	-
Study ST-3	Survey of Open Channel Conveyance	57,000	NA	-
BC-1	Wiedeman Road Regional Stormwater Detention/Stream Enhancement	5,446,350	21%	1,143,734
CLC-4	Ridder Road Wetland Restoration	283,778	3%	8,513
CLC-5	Coffee Lake Creek Stream and Riparian Enhancement	339,844	5%	16,992
CLC-6	Coffee Lake Creek South Tributary Wetland Enlargement	490,286	39%	191,212
CLC-7	Coffee Lake Creek South Tributary Stream Restoration	496,114	19%	94,262
SD4021 & SD4022	Boberg Road Culvert Replacement	65,393	20%	13,079
CLC-8	Coffee Lake Creek Restoration	486,877	48%	233,701
Study ST-7	Boeckman Creek at Boeckman Road Stormwater Study	57,000	NA	-
SD4025 - SD4028	Boberg Road Pipe Replacement	733,590	12%	88,031
	<i>Subtotal - Low Priority Projects -10-15 years</i>	\$ 8,798,232		\$ 1,789,523
	Total All Priority Projects	\$ 21,601,560	31%	\$ 6,599,051
Total future capital expenditures incurred to serve future customers (2009-2025)				\$6,599,051
Estimated future ERUs added (2012-2031)				7,978
Calculated improvement fee SDC				\$ 827

Staff Report Addendum

Financial Impacts – City

As designed, the system development charge and user fee increases will provide the necessary resources to pay for improvements, repairs and maintenance of the stormwater system.

System Development: SDCs will increase from \$492 per equivalent dwelling unit to \$1,356. The increase will be phased in over three years. The additional revenue is collected for system improvements and includes projects such as Villebois school site, Commerce Circle improvements and Realignment of Boeckman Creek under Wilsonville Road Bridge.

Operating: Current monthly fees are \$3.72 and are proposed to be increased to \$5.60 over the next four years. The rates would initially increase to \$5.00 per month in July 2012 and then incremental increases each year thereafter. The increase is needed to pay for significant capital projects that will protect existing assets and include Rivergreen drainage and Realignment of Boeckman Creek under Wilsonville Road bridge. The rates will also pay for increasing maintenance costs that allow the system to operate as designed.

After 2016: Further rate increases are expected after 2016. As contained in the master plan and rate study, the rates could to nearly \$9.00 per month by 2020. The additional increases are needed for numerous capital improvement projects which must be paid from operating resources. However, the accompanying resolution only covers rate changes through 2016. A separate resolution will be brought forward at a later date to address the next future needs.

Financial Impacts – Rate Payers

Homeowners' monthly payment would initially increase \$1.38 (\$16.56/year) and 15 or 20 cents annually thereafter. Rates for nearby communities: Tualatin \$5.41; Sherwood \$12.77; Lake Oswego \$8.97; Portland \$22.37

Multifamily, commercial and industrial rates would increase by the same percentage as residential. The fee is based upon the amount of impervious area. Each 2750 square feet of impervious surface area is charged \$3.72/month at current rates.

Stormwater Rates

Portland	\$22
Sherwood	\$13
Lake Oswego	\$9
Beaverton	\$7
Tigard	\$7
Tualatin	\$5
West Linn	\$5
Wilsonville	\$4

Stormwater Rates

Portland	\$22
Sherwood	\$13
Lake Oswego	\$9
Beaverton	\$7
Tigard	\$7
Tualatin	\$5
West Linn	\$5
Wilsonville	\$4

Recd 3/19/12

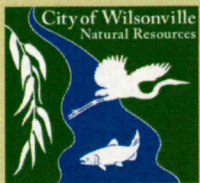
City of Wilsonville

A MANUAL FOR THE
OPERATION & MAINTENANCE
OF PRIVATELY OWNED
STORMWATER FACILITIES

March 2012

*Working together
towards a
common
goal...*

*clean waters
and
healthy rivers.*

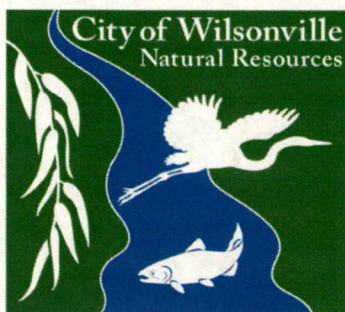


City of Wilsonville
Natural Resources Program
(503) 682-4960
www.ci.wilsonville.or.us



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This document was created in March 2012 by Lisa Nead,
 Environmental Education Specialist

Printed on recycled paper.

CARING FOR YOUR STORMWATER FACILITY

THANK YOU

As the owner of a stormwater management facility, you are making a meaningful contribution to the health of Wilsonville's streams, wetlands and the Willamette River. This handbook will help you maintain your facility to make sure it performs the work it is designed to accomplish.



WHAT ARE STORMWATER FACILITIES?



Stormwater facilities are any combination of landscape and structural features that slow, filter, or infiltrate (absorb) runoff on your property after a rainfall. Types of facilities include vegetated systems (planters, swales, ponds, created wetlands, etc.), and structural systems (ecoroofs, porous pavement and manufactured facilities). Piping, inlets and catch basins are also important components that need adequate maintenance to assure facility function. All of these serve a common purpose: controlling the quality and quantity of stormwater runoff from your site to help safeguard our valuable water resources.

PROPERTY OWNER RESPONSIBILITIES

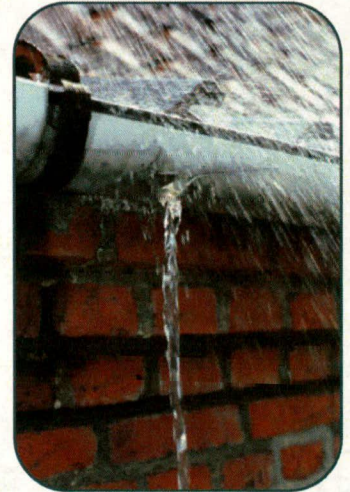
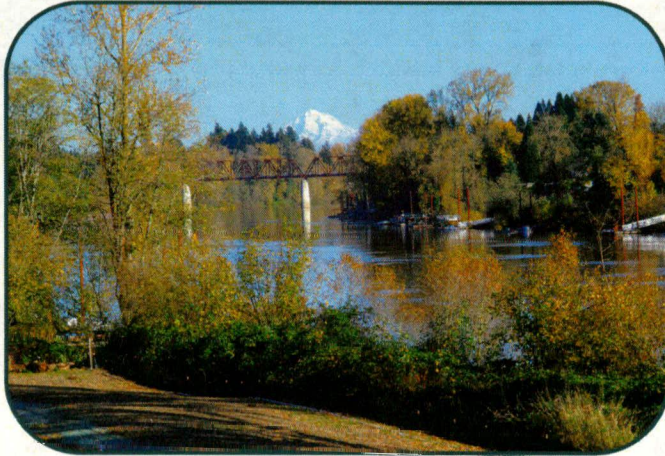
Federal, state and local agencies created management regulations and guidelines so as to improve stormwater quality and protect watersheds, rivers, streams and drinking water resources. The City of Wilsonville has a Stormwater Maintenance and Access Easement that includes the following requirements:

- Annual maintenance on storm drainage facilities in conformance with City of Wilsonville's Public Works Standards. For more information go to: www.ci.wilsonville.or.us/Index.aspx?page=127 Go to Important Links at the bottom of the page and click on Public Works Construction Standards 2006 (section 301.6.00 Operations and Maintenance Req.)
- Removal of debris, leaves and sediment from manholes, detention outlet structures, and catch basins.
- Disposal of all oils, sediment and debris in an approved dumpsite.
- Replacement of all dead or dying plants in ponds and swales. Maintenance of original plantings.
- Removal of trash from ditches, swales, catch basins, or any stormwater conveyance.

The steps we take today will greatly influence Wilsonville's environmental health and quality of life for years to come. Individual actions can make a big difference. Thank you for the significant part you and your stormwater management facility are playing.

* For information or questions about your facility, call the Natural Resources Program at (503) 682-4960

YOUR CONNECTION TO WILSONVILLE'S STREAMS AND THE WILLAMETTE RIVER



THE PROBLEM WITH STORMWATER RUNOFF

When it rains, the stormwater runs off impervious surfaces (such as roofs and paved areas) instead of soaking into the ground.

Conventional stormwater management directs runoff into drains and pipes that carry it offsite and eventually discharge it into a local stream. This approach has a number of harmful effects:

- Impervious areas generate large volumes of runoff relatively quickly. The increased volume and speed of the runoff can cause flooding and erosion and damage natural habitat.
- The runoff picks up a variety of pollutants including oil, pesticides, metals, chemicals, and sediment that negatively impact water quality and fish habitat.
- During warm weather, the runoff absorbs heat from impervious surfaces. This increases the temperature of the receiving waters, with negative impacts on fish and other aquatic life.
- Less water is able to infiltrate into the ground. This reduces groundwater recharge, which reduces summer flows in streams.

For information on the City's stormwater permitting requirements please visit:

www.ci.wilsonville.or.us/Index.aspx?page=693





A BETTER WAY TO FLOW

The City of Wilsonville is actively pursuing a variety of measures to reduce stormwater impacts. One important approach is to manage stormwater on the property where it originates. This is commonly referred to as Low Impact Development. It includes the use of vegetated swales, pervious concrete, rain gardens, eco-roofs, etc. Onsite stormwater management uses processes that mimic nature. Onsite facilities allow runoff to soak into the ground, help filter out pollutants, and slow the flow rate of runoff leaving your site. This significantly reduces the volume and pollution levels in stormwater leaving your property and ending up in local streams and the Willamette River.

WHAT ELSE IS THE CITY DOING?

Onsite management, through the use of Low Impact Development, is just one component of a comprehensive citywide program to limit stormwater runoff impacts. Here are some other steps the City is taking:

- The City requires onsite stormwater management for new construction and redevelopment on public and private property.
- Adhering to and updating the procedures outlined in the Stormwater Master Plan.
- Natural areas, especially riparian areas adjacent to rivers and streams, help filter out pollution, control erosion, and provide shade, food, and habitat for fish and wildlife. The City uses a variety of measures to preserve these critical areas including development and land use zoning requirements and enhancement and restoration efforts.
- In partnership with numerous other organizations, the City provides education and technical assistance aimed at reducing stormwater impacts and promoting watershed health.



INSPECTING AND MAINTAINING YOUR FACILITY

PROTECTING YOUR RESOURCES

It is essential to maintain your facility so it functions as intended and limits off-site environmental impacts. You are required to inspect your facility at a minimum of once a year to determine maintenance needs. Routine inspection and maintenance can help keep overall maintenance costs low by detecting problems early and avoiding large repair or replacement costs. This section identifies general guidelines on what to look for and how to maintain your facility. It also notes non-routine maintenance that may require professional assistance. **If you are unsure of what type of facility you have, call the City of Wilsonville's Natural Resources Program at (503) 682-4960.**



LEGAL REQUIREMENTS: OPERATIONS AND MAINTENANCE PLAN

As a property owner, you are legally required to follow all of the maintenance tasks and schedules outlined in your recorded maintenance and access easement. An Annual Inspection and Maintenance Report must be submitted to the City of Wilsonville no later than May 1 each year (see sample form on page 7). Pictures included with the report are very helpful. Include copies of invoices of work performed by contractors. While inspecting your facility, please keep in mind that it will be necessary for you to refer to your landscape plan in order to maintain your facility as it was originally designed.

INSPECTION SCHEDULE: HOW OFTEN

It is recommended that you inspect your facility at least::

- Quarterly for the first two years
- Once a year thereafter, and
- Within 48 hours of major rainfall events (more than one inch of rain over a 24-hour period).



SAMPLE REPORTING FORM

Stormwater Annual Inspection and Maintenance Report

- The owner(s) or owner's designee shall be responsible for having inspections conducted and maintenance performed on the above private stormwater facilities annually, in conformance with Section 301.6.00, "Operation and Maintenance," of the City of Wilsonville Public Works Standards. All oils, sediment and debris will be removed and deposited in an approved waste disposal site. Any damaged equipment will be repaired promptly.
 - Particular attention will be given to sedimentation and pollution control manholes, and stormwater facility inlet and outlet structures. All debris shall be removed to assure proper functioning.
 - The grates of all catch basins shall be kept free of debris and leaves.
 - The stormwater facility outlet structure(s) shall be checked to assure that sediment accumulation has not encroached on the required stormwater facility volume. Sediment shall be removed as necessary to maintain that required volume.
 - The outlet control manhole shall be inspected to assure that all parts are intact and the orifice is free of any debris that could cause malfunction.
 - Inspect all stormwater facilities for survival and viability of plantings. Replace all dead or dying plants with in-kind plantings, and remove sediments and debris. **Maintain all original landscaping in swales, ponds, etc.**
 - This includes all stormwater facilities including but not limited to: catch basins, pipes, treatment manholes, manholes, trash racks, and structural controls.
- The above inspection and maintenance activities shall be documented annually by sending a signed original letter format report of what was completed to the City of Wilsonville at the mailing address below. **The Annual Inspection and Maintenance Report must be submitted no later than May 1 each year.**

City of Wilsonville
 Stormwater Management Coordinator
 29799 SW Town Center Loop
 Wilsonville, OR 97070

(Stormwater facilities Maintenance Plan Exhibit B Stormwater Maintenance and Access Easement)

Name of Development

Contact _____
 Telephone _____
 Mailing Address _____

Location
 Tax Lot _____
 Street Address _____

Facilities to be maintained
 _____ Trapped catch basin(s) (number of each)
 _____ Pollution control manhole(s) (number of each)
 _____ Outlet control manhole(s) (number of each)
 _____ Detention pond(s); _____ tank(s) (number of each)
 _____ WQ pond(s) swales; _____ MH(s); _____ vault(s); _____
 All other facilities as described on plans _____

Inspection Date _____

Describe inspection, maintenance, repair or replanting _____

(Attach invoices for work performed) (Continue above on additional sheet if needed)

Owner, Owners or their Representative Signature _____

Date _____

SEDIMENT REMOVAL AND DISPOSAL

FACILITIES AND SYSTEM COMPONENTS THIS APPLIES TO

Vegetated Facilities: ecoroofs, infiltration basins, planters, ponds, swales, trees, vegetated filters, and created wetlands.

Structural Facilities: catch basins, curb cuts, inlets, manufactured facilities, piping, sedimentation manholes, and vaults.

Pervious Pavement: porous concrete or asphalt, permeable pavers.



IMPACT ON FACILITY PERFORMANCE

The purpose of a stormwater treatment facility is to remove pollutants, including suspended solids, by capturing sediment. Sediment can include dirt, leaves, and litter. These materials can restrict or clog the facility. Timely removal of sediment will improve infiltration rates, water quality, and help prevent clogging and flooding.

WHAT TO LOOK FOR

Check the depth of accumulated sediments. Sediment markers can be placed in the facility to help identify depths. Remove sediment when:

Vegetated Facilities:

- Sediment is 4" deep,
- Sediment depth is damaging or killing vegetation, or
- Sediment is preventing the facility from draining within a 24-48 hour period.

Structural Facilities:

- At least once a year, or
- When the basin is half full of sediment.

Pervious Pavement:

- Sediment is preventing the facility from draining in 24 hours.



WHAT TO DO

Often sediment can be removed by hand. Large facilities and underground facilities will need to be cleaned with heavy equipment by trained professionals.

- Remove sediment during dry months when it is easier to remove, weighs less, and creates fewer secondary environmental impacts (such as wet sediment running off the site).

NOTE: It is illegal to hose sediments through your system.

Doing it yourself

Vegetated Facilities:

- Use rakes and shovels to dig out accumulated sediment.
- Avoid damage to existing vegetation.
- If sediment is deep, plants may need to be removed or even replaced in order to excavate sediment.
- Reseed and mulch disturbed areas to prevent erosion.
- Excavate sand or gravel and clean or replace.

Doing it yourself (continued)

Structural Facilities, Dispersion Trenches and Pervious Pavement:

- Catch Basins: Clean debris off the grate and bars. Lift the grate and use a bucket to remove water and a shovel to dig out sediment.
- Curb cuts, piping and other conveyance facilities: Use a shovel, router, air hose or other dry method to clear sediment and debris.
- Dispersion Trenches: Excavate sand or gravel and clean or replace.
- Pervious Pavement: Remove accumulated sediment from the surface with a dry broom, vacuum system, or other hand tools.

Hiring Professionals

Cleaning certain facilities will require professional assistance.

- Underground facilities such as manholes, and manufactured facilities must be cleaned by a vactor truck. Do not enter these facilities. They are defined by the Oregon Occupational Safety and Health Division as confined spaces and require proper certification to enter.
- Certain components such as collection basins, piping or pervious pavement systems may require vacuuming with a vactor truck or street sweeping equipment.



DISPOSAL

When deciding how to dispose of sediment, you need to consider the types of activities and pollutants on site. Sediment from commercial or industrial sites is usually not considered hazardous waste. However, as the generator of this waste you are responsible for deciding how to properly manage the removed solids.

Contaminated Water and Sediment

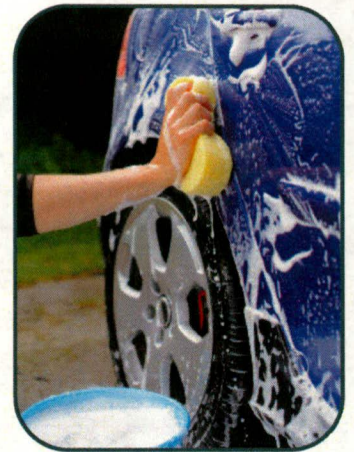
Catch basins and stormwater facilities in areas used for chemical or hazardous waste storage, material handling or equipment maintenance may collect the chemicals used in these activities from spills or via stormwater runoff. If you observe an oily sheen, odors, discoloration, or other signs of pollution, hire a professional laboratory or sampling firm to assess whether the material needs specialized hauling, treatment or disposal to comply with Oregon State Department of Environmental Quality (DEQ) rules. If you need assistance deciding whether the solids should be managed as hazardous waste, contact DEQ.

Non-Contaminated Water and Sediment

If the pollutant load is non-hazardous, water may be spread across vegetation onsite. Let the solids dry out, then properly dispose of them. Temporary erosion control measures may be needed to contain the material onsite. Dry materials may be reused elsewhere on your site, may be eligible for reuse by others, or can be disposed of at a designated solid waste facility.

REDUCING SEDIMENT ACCUMULATION AND POLLUTION IN YOUR FACILITY

- Minimize outside sources of sediment, such as eroding soil upstream of your facility.
- Sweep paved areas on your property regularly.
- Make sure chemical and waste storage areas are not exposed to rainfall and stormwater runoff.
- Don't let water from washing vehicles or equipment drain to your stormwater facility.



RESOURCES

City of Wilsonville Public Works Standards: www.ci.wilsonville.or.us/Index.aspx?page=127

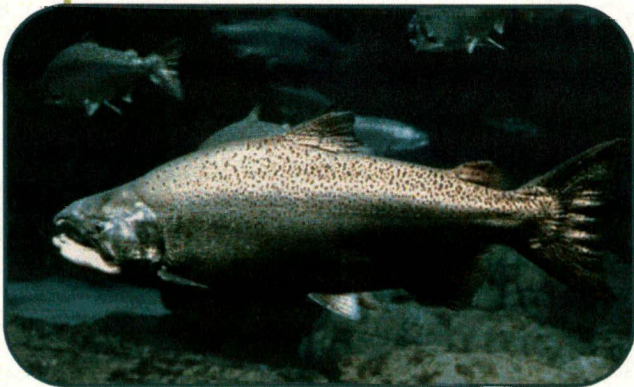
Go to *Important Links* at the bottom of the page and click on *Public Works Construction Standards 2006* (section 301.6.00 Operations and Maintenance Req.)

Environmental Protection Agency: www.cfpub.epa.gov/npdes/home.cfm?program_id=6

Department of Environmental Quality: www.oregon.gov/DEQ

Private Maintenance Companies (listed below are just a few examples of companies that provide maintenance services, more companies are available):

- Clearwater Environmental Services in Wilsonville (503) 582-1951
- River City Environmental in Portland (503) 252-6144
- Bravo Environmental NW in Portland (503) 261-9800



Stormwater runoff has substantial impacts on the water quality and habitat that fish depend on. By reducing those impacts, we are taking direct action on behalf of threatened species as well as other fish and wildlife that are under stress.

VEGETATION MANAGEMENT

FACILITIES THIS APPLIES TO

Vegetated Facilities: ecoroofs, infiltration basins, planters, ponds, swales, trees, vegetated filters, and created wetlands.

IMPORTANCE TO FACILITY PERFORMANCE

Plants play an important role in stormwater facilities. They absorb water, improve infiltration rates of soil, prevent erosion by stabilizing soil, cool water, and capture pollutants. Plants create habitat for birds and other wildlife and provide aesthetic value to a property. Proper maintenance of vegetation improves the appearance and performance of your facility. Your facility must be kept in accordance with the original landscape design.

WHAT TO LOOK FOR

When identifying maintenance needs it is helpful to have a copy of your landscape plan, this shows the plants you are required to have in your facility. Facilities should be checked for maintenance needs quarterly for the first two years and once a year after that.

Facility needs maintenance when:

- Areas of soil are bare.
- Vegetation is buried by sediment.
- Vegetation appears unhealthy or has died.
- Nuisance and invasive plants are present.
- Vegetation is compromising the facility's structure by blocking inlets or outlets, or roots are intruding into a component of the facility.
- Dropped leaves and other debris are contributing to sediment accumulation or are blocking inlets or outlets.



WHAT TO DO

Maintenance activities can easily be incorporated into existing site landscape maintenance contracts. Vegetation can be maintained with a formal or more natural appearance depending on your preference.

General Maintenance

- Remove dropped leaves, dead plants, and grass and other plant clippings. Plant debris adds nutrient pollution as it breaks down, and can clog facility piping and reduce infiltration.
- Avoid using fertilizers, herbicides, or pesticides in the facility. These products add to the pollution problems the facilities are designed to remedy.
- Use mulch to inhibit weed growth, retain moisture, and add nutrients. Replenish when needed. Ensure mulch does not inhibit water flow.
- Irrigate all new plantings as needed for the first two years.

Caring for wanted vegetation

Facility owners are responsible for maintaining healthy vegetation and must replace any plants that have died or been removed.

- You are required to maintain vegetation to the density approved on your landscape plans or specified in the City's Public Works Standards.
- Replant with vegetation approved for use in the original planting plan or from the recommended plant list in the City's Public Works Standards.

Well maintained swale



Poorly maintained stormwater facilities



Filter fabric should be removed from outlet



Trash should be removed from swale

Well maintained rain garden



Poorly maintained planter boxes



Invasive plant species need to be removed



Dead plants need to be replaced

Caring for wanted vegetation (continued)

- Plant in late fall or early spring so plant roots can establish during the cool, rainy seasons, before summer.
- Amend and aerate compacted soils before replanting by adding compost to increase nutrients and enhance soil texture.
- If plants are not surviving, determine the reason for the plant die-off. Survivability may be improved by planting vegetation better suited for the site conditions or by irrigating more. You may need to test planting bed soils for pH, moisture, and other factors such as nutrient levels, soil structure, and organic matter content.

*Mowing*

- Grassy facilities are designed for routine mowing. Mow at least twice a year.
- Grass should be mowed to keep it 4" to 9" tall. Grass that is at least 4" tall captures more pollutants and is hardier. Do not allow grass to become a fire hazard.

Nuisance and unwanted vegetation

- Remove nuisance and invasive vegetation, such as Himalayan blackberry, English ivy and reed canarygrass, before it goes to seed in the spring. Do additional weeding in the fall. A list of nuisance plants can be found in the Portland Plant List (see below).
- Immediately remove vegetation that is clogging or impeding flow into the facility.
- Remove potentially large and deep-rooted trees or bushes when they might impede the flow path or compromise facility structures.
- Provide ground cover on any dirt exposed by vegetation removal.

Wildlife

Vegetated facilities create habitat, especially for birds. The Migratory Bird Treaty Act protects all native bird species. Birds and other animals will generally adjust to human activity. However, there are simple measures that should be taken to avoid disturbance:

- Avoid maintenance during bird nesting season from early March to late July. Prune and mow during late summer. Many baby birds will spend some time on the ground after leaving a nest.
- Walk the site before you do maintenance. Look for nests, burrows and animals in the facility. Reroute around animal areas by at least a few yards.

RESOURCES

Clackamas County Resources:

Clackamas County Soil and Water Conservation District: www.conservationdistrict.org

Plant Identification:

Native Plant Society: www.npsoregon.org

Master Gardeners: www.extension.oregonstate.edu/mg

Native Plant Nurseries:

Native Plant Nursery: www.plantnative.org

EROSION, BANK FAILURE, CHANNEL FORMATION

FACILITIES THIS APPLIES TO

Vegetated Facilities: ecoroofs, infiltration basins, planters, ponds, swales, trees, vegetated filters, and created wetlands.

IMPORTANCE TO FACILITY PERFORMANCE

Stormwater flowing through a facility can cause erosion. Erosion can increase sediment build up, clog outlets, reduce water quality benefits, add to pollution and cause facility components to fail. Eroded channels create an easy path for water to travel down reducing the ability of the facility to filter pollutants and infiltrate water.

WHAT TO LOOK FOR

Any area with erosion more than two inches deep needs maintenance. Signs of erosion and common locations:

- The formation of flow restricting channels in the bottom of the facility, around inlet pipes and curb cuts, or at overflows.
- Undercutting, scouring, and slumping along banks or berms.
- Channels and undercutting through check dams (check dams are small berms built across a facility to slow water and create small areas of ponding).



WHAT TO DO

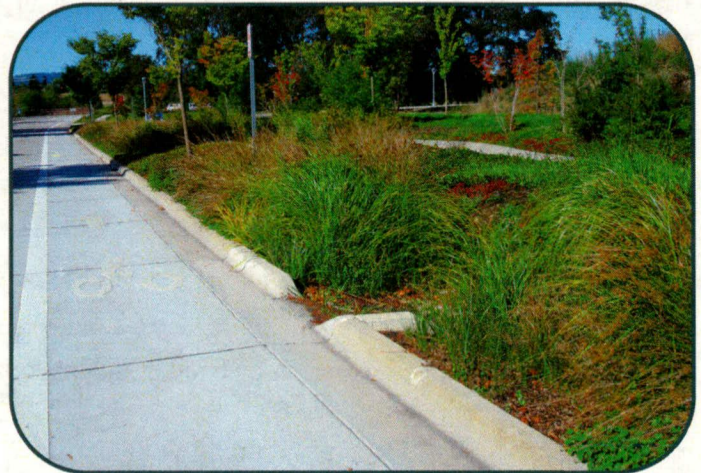
- Fill the eroded area with soil, compact it lightly, and cover with mulch, compost, seed, sod, or other erosion prevention materials.
- Plant banks with deep or heavily rooted plants to permanently stabilize soil.
- Install or repair structures designed to dissipate energy and spread flow, such as splash blocks on downspouts, or riprap around inlet pipes and curb cuts. See the City's Public Works Standards for requirements.
- If erosion continues to be a problem, consult a professional to determine the cause and a solution.
- Replant in accordance with the landscape plan.

STRUCTURAL DEFICIENCIES

FACILITIES THIS APPLIES TO

Most stormwater facilities have some structural components. Some facilities such as vaults, drywells, and sediment manholes are completely structural. In vegetated facilities, structural components often control how water enters, travels through, or exits a facility. Common structural components include:

- Inflow and outflow pipes, curb cuts, and trenches.
- Valves, orifices, trash racks, and pipes.
- Concrete, metal, and plastic structures and components such as curbs, retaining walls, and manholes.
- Manufactured devices such as filter cartridges.
- Earthworks such as embankments, check dams, dikes, berms and side slopes.
- Riprap and other flow spreading elements.
- Access roads, gates and signs.



IMPORTANCE TO FACILITY PERFORMANCE

These elements need to be in good working order to route flows into a facility and for the facility to function properly.

WHAT TO LOOK FOR

Look at the general condition of these elements. Do they need repair or replacement? Are they still properly aligned? Look for:

- Cracks, scratches, dents, rust, or other conditions of wear.
- Loose fittings, broken or missing components.
- Insufficient oil/grease for moving parts.
- Appropriate gravel cover or bedding to support the structures.
- Misaligned parts or other impediments to the component's ability to still pass flow.

MAINTENANCE

- Immediately repair or replace any major damage to prevent catastrophic failure. This includes any structural component that is cracked, loose or askew. You may need to consult a professional engineer or hire a trained contractor to design and perform any repairs. Refer to page 10 for a list of resources.
- Minor damage such as dents, or rust spots may not need immediate replacement but should be monitored.
- Maintain access to the facility by keeping the access route open and structurally sound, fence gates and vault lids oiled and locks functioning. Access must be available in an emergency.

PONDING WATER

FACILITIES THIS APPLIES TO

Vegetated Facilities: dry ponds, infiltration basins, planters, rain gardens, sand filters, swales, created wetlands, and vegetated filter strips.

Structural Facilities: manufactured facilities and pervious pavement.

NOTE: Some facilities are specifically designed to always hold water such as: wet ponds, spill control manholes, and sedimentation manholes.

IMPORTANCE TO FACILITY PERFORMANCE

Most facilities are designed to drain in a certain amount of time. This varies from 2 to 48 hours depending on the type of facility. This time is stated in the Operations and Maintenance Plan for the type of facility. Ponding water is usually a sign that the facility's outlet is clogged or it is not infiltrating properly.

WHAT TO LOOK FOR

- Clogging of overflows or outlets with debris, trash or other obstructions.
- Fine sediments filtering into the soil or other filtration media (like sand or gravel) that can prevent proper infiltration.
- Water that has remained ponded for more than 48 hours.

MAINTENANCE

- For surface facilities, first try raking the top few inches of soil to break up clogged sections and restore water flow.
- Clean out overflows and outlets with hand tools, if possible. Difficult or hard to access blockages may require a professional contractor.
- Identify sources of sediment and debris to prevent them from entering the facility. Simple actions like sweeping a parking lot regularly can keep sediment out of facilities.
- Make sure the facility has enough vegetation. Vegetation absorbs water and roots help keep soil loose so it can infiltrate water.



For more thorough instructions on removing sediment, see the “Sediment Removal and Disposal” section of this handbook. Sediment accumulated in stormwater facilities may be considered hazardous waste and must be handled and disposed of properly.

If ponding still occurs, contact a landscape architect, professional engineer or trained contractor for more assistance.

PESTS

FACILITIES THIS APPLIES TO

All types of stormwater facilities

IMPORTANCE TO FACILITY PERFORMANCE

Mosquitoes can breed in ponded or other stagnant water. Vegetated areas can be attractive habitat for rats, nutria, beaver, and a variety of birds and amphibians. While some species are desirable, others can be public health or nuisance concerns. In particular, mosquitoes and rats can breed quickly and cause a public health hazard if not removed. The presence of pests does not necessarily impact the ability of your facility to treat and manage stormwater but may indicate maintenance needs, such as lack of proper infiltration.



Nutria photo by NDomer

WHAT TO LOOK FOR

- Check for mosquito larvae in any system with open, slow, or non-moving waters - especially during warmer weather. Larvae look like tiny wiggling sticks floating perpendicular to the water's surface.
- Look for nutria, rat, and other animal droppings year round. Also check for structural indicators such as beaver dams and rodent holes and burrows.

WHAT TO DO

Mosquitos

- The best way to avoid breeding mosquitoes is to prevent ponding water. Mosquitoes need standing water to lay their eggs, and for their larvae and pupae to develop. Most stormwater facilities are designed to drain in at least 48 hours. If your facility is not draining properly see the "Ponding Water" and "Sediment Removal and Disposal" sections of this handbook.
- As a temporary control for mosquitoes, the county or other licensed professionals can apply pesticides to kill mosquito larvae in the water or adult insects in the air.

Rats

Rats need shelter, food and water to survive.

- Remove plant debris that may provide shelter for rats from the facility.
- Remove fruits and nuts that fall to the ground.
- Fill in burrows.
- Trap and remove individual animals.

Other Wildlife Other non-native and invasive animal species may take up residence in your facility. Contact the Oregon Department of Fish and Wildlife (ODFW) to help identify these species and suggest removal processes. Permits from ODFW are required to capture and relocate native wildlife. Some common non-native species are:

- | | | |
|-------------------------|---------------------------|-------------------|
| • Opossum | • Fox squirrel | • Snapping turtle |
| • Eastern gray squirrel | • Eastern cottontail | |
| • Nutria | • Egyptian goose | |
| • Bullfrog | • Red-eared slider turtle | |



PEST RESOURCES

Rats and mosquitoes:

Clackamas County Vector Control (includes Washington County)

www.clackamas.us/vector

(503) 655-8394

Other pest issues:

Look in yellow pages or on the internet under “Pest Control”

Other Wildlife:

Oregon Department of Fish and Wildlife

www.dfw.state.or.us/wildlife/

(503) 947-6000 or (800) 720-6339



POLLUTION YOU CAN SEE OR SMELL

FACILITIES THIS APPLIES TO

All types of stormwater facilities.

IMPORTANCE TO FACILITY PERFORMANCE

Stormwater facilities often collect a variety of trash and debris. Trash and debris, especially floating debris, can clog pipes or treatment media. It can also cause odors through decay or by collecting spilled or dumped materials.

Stormwater facilities are designed to help prevent pollutants from entering rivers and streams. Any visible water quality pollutants may wash out of the facility spreading the pollution problem.

WHAT TO LOOK FOR

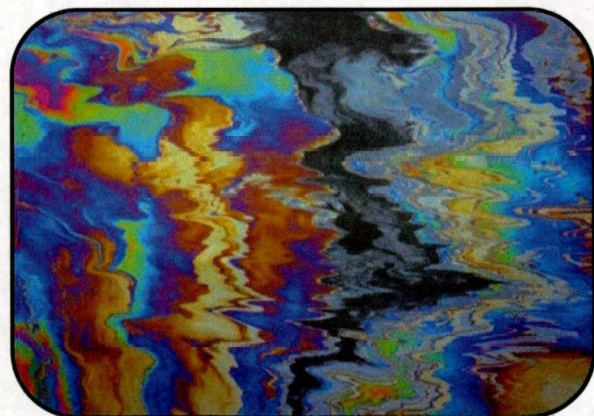
- Check monthly for Trash and debris.

Any unusual or unpleasant smells from sources such as:

- Natural plant decay.
- Dying plants trapped under sediment.
- A spill or a leak (e.g., gasoline or sewage).

Visible pollution such as:

- Sheens
- Turbid (cloudy) water
- Discoloration, or
- Other pollutants on the surface of the water.



Oil and (storm)water don't mix

*Pollution You Can See And Smell (continued)***WHAT TO DO**

- Regularly remove trash and plant debris.
- Remove accumulated sediment (see “Sediment Removal and Disposal” in this manual).
- Make sure inlets and outlets are not clogged.
- Identify the source of trash, debris or pollutant, such as a spill, leak, or illicit discharge.
- If there is evidence of a spill or leak, contact a professional laboratory or sampling firm to assess whether the material needs specialized removal, treatment, and disposal. Use trained professional staff for any cleanup and remediation.

SAFETY

In addition to keeping the facility in good working order, maintenance should also strive to meet safety and aesthetic goals that benefit the community and protect your site workers. Consider establishing maintenance triggers and practices that respond to the following issues below. Keep in mind the safety of both the employees who maintain your facility and the general public.

WHAT TO LOOK FOR*Site Conditions*

Conditions, such as steep slopes, slick surfaces, and vegetation debris, can create a falling hazard to employees and visitors.

Public Safety

Some stormwater facilities, such as ponds and created wetlands, can be “attractive nuisances” attracting undesirable activity, vandalism, or use that could be harmful to public safety. Consider the safety features now in place at your facility.

WHAT TO DO

- Use barrier plantings or fencing to bar entry into the facility area.
- Install road bollards, lighting, and signage to discourage illegal dumping.
- Avoid maintaining facilities in wet weather to reduce the risk of injuries from slipping. Always make sure that appropriate safety gear (e.g., harness, gloves, face shields, safety line) is used.
- For underground facilities, avoid entering anything defined as a confined space. Vaults, deep ponds, manufactured facilities or manholes are examples of confined spaces. These areas require special permits, training and entry techniques. Some can be inspected and cleaned from above without entering. Always use caution when working with underground facilities. Reference Oregon Occupational Safety and Health Division (OR-OSHA) requirements for such activities.

RESOURCES

Confined space entry:

OR-OSHA (confined space entry requirements)
www.orosha.org/subjects/confined_spaces.html
(503) 229-5910



PAYING FOR MAINTENANCE

Specific maintenance costs depend on the characteristics of the facility, the site, and the area draining to the facility. The general rule of thumb is that annual maintenance costs will be 5 to 10% of the facility's total capital cost. Routine, scheduled maintenance can help keep overall costs down by addressing problems before they require major attention. Contact your stormwater system manufacturer for information about your system.

FINANCING MAINTENANCE

You need to determine how you will finance your maintenance needs. A facility maintenance fund is recommended for both capital maintenance procedures (e.g., facility replacement and non-routine maintenance, such as sediment removal, facility component repair or replacement, major replanting, or safety structure construction) and operating maintenance procedures (routine activities such as facility inspection, debris removal, and vegetation management). For homeowner associations, this could be a portion of homeowner fees or a specific assessment.

HOW MUCH TO SAVE

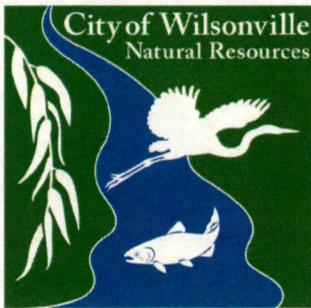
- An average 5 to 10% per year of the facility's capital cost for annual routine maintenance.
- A percentage of the non-routine maintenance costs per year (i.e. for sediment removal, vegetation replacement) based on the needed frequency. For example, if the facility is designed to need mechanical sediment removal every five years, 20% of the total cost should be put aside each year.
- An additional 3 to 5% of the facility's capital cost per year for eventual facility replacement (based on the facility's life expectancy). Most of these facilities have a life expectancy of 25 to 50 years.

VEGETATED FACILITIES

- Most required routine maintenance (excluding major repair and replacement) is estimated to have an annual cost of \$200 to \$600 dollars per acre of facility, above current landscape maintenance costs. Costs can vary depending on the types and level of maintenance practices used.
- The cost and intensity of maintenance activities are usually higher during the two-year plant establishment period. During this time, plants will need additional watering and plants that die will need to be replaced.



WHERE TO GET MORE ASSISTANCE



City of Wilsonville Natural Resources Program

www.ci.wilsonville.or.us/Index.aspx?page=91

(503) 682-4960

City of Wilsonville Public Works Standards:

www.ci.wilsonville.or.us/Index.aspx?page=127 Go to *Important Links* at the bottom of the page and click on *Public Works Construction Standards 2006* (section 301.6.00 Operations and Maintenance Req.)

(503) 682-4092

HIRING CONTRACTORS

Professional maintenance services phone book/internet references:

Vegetation Management:

- “Landscape Contractors”

Sediment Removal and Disposal:

- “Sewage,” or
- “Waste Disposal”

Facility Alterations:

- “Landscape Architects” or
- “Engineers - Civil”

Manufactured Facilities:

- Find the specific manufacturer



CONFINED SPACE ENTRY

Oregon Occupational Safety and Health Division (OR-OSHA):

www.orosha.org/subjects/confined_spaces.html

(503) 229-5910

PEST RESOURCES

Rats and mosquitoes:

Clackamas County Vector Control (includes Washington County)

www.clackamas.us/vector

(503) 655-8394

Other pest issues:

Look in yellow pages or on the internet under “Pest Control”

Other Wildlife:

Oregon Department of Fish and Wildlife

www.dfw.state.or.us/wildlife/

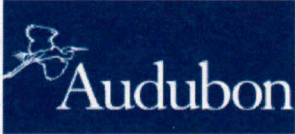
(503) 947-6000 or (800) 720-6339

Portland Audubon Wildlife Care Center

Help with injured animals and animal identification questions:

www.audubonportland.org

(503) 292-0304



The Audubon Wildlife Care Center is the oldest and busiest wildlife rehabilitation facility in Oregon. Each year they treat over 3,000 wild animals for release back to the wild and respond to more than 15,000 wildlife related inquiries.



VEGETATION

Clackamas County Resources:

Clackamas County Soil and Water Conservation District:

www.conservatondistrict.org

Plant Identification:

Native Plant Society:

www.npsoregon.org

Master Gardeners:

www.extension.oregonstate.edu/mg

Native Plant Nurseries:

Native Plant Nursery:

www.plantnative.org

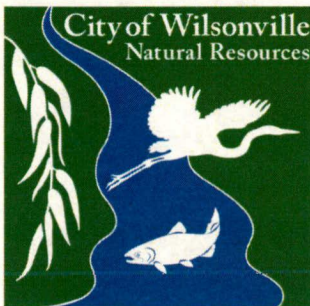


City of Wilsonville

29799 SW Town Center
Loop E

Phone: 503-682-4960
Fax: 503-682-7025

www.ci.wilsonville.or.us



This brochure was prepared by
Lisa Nead, Environmental
Education Specialist.

March 2012

NOTE: A considerable amount of
information was obtained from the
City of Portland's Stormwater
Management Facilities Operations
and Maintenance for Private Prop-
erty Owners guide.

OTHER WAYS TO PROTECT OUR STREAMS AND THE WILLAMETTE RIVER

In Your Home or Business

- Use nontoxic cleaners.
- Properly dispose of hazardous materials.
- Conserve energy: switch to compact fluorescent bulbs, turn down the heat, do the laundry with cold water, purchase energy-efficient appliances.
- Use water wisely: fix leaks, use low-flow showerheads, use only the water you need.

In Your Yard

- Plant native vegetation.
- Consider planting perennials versus annuals.
- Sweep instead of hose.
- Cover bare soil with mulch or plants.
- Compost yard debris.
- Disconnect downspouts (where appropriate).
- Use drip irrigation.

In and Out of Your Car

- Properly maintain vehicles.
- Wash vehicles where water is recycled.
- Drive less: use transit, bike, walk, or carpool.
- Recycle motor oil.
- Clean up spills or leaks.

In Your Community

- Volunteer for tree planting, cleanup, stream restoration, or invasive plant species removal projects.
- Report spills and illegal dumping (call 503-823-7180).
- Don't litter, and pick up litter when you see it.
- Pick up pet waste and put it in the garbage or toilet.

In Parks and Natural Areas

- Stay on designated hiking trails and biking areas.
- Keep dogs on leashes and away from the streambanks and water. Pick up pet waste and put it in the garbage or toilet.

THANK YOU

*for helping keep Wilsonville clean, healthy
and sustainable and for stewarding this
beautiful place that we all share.*

**CITY COUNCIL WORK SESSION
 INFORMATION ITEM**

Proposed Stormwater Fee and System Development Charge

Meeting Date: March 19, 2012
 Report Date: March 13, 2012
 Source of Item: CD/Natural Resources Program

Contact: Kerry Rappold
 Contact Telephone Number: 503-570-1570
 Contact E-Mail: rappold@ci.wilsonville.or.us

ISSUE STATEMENT

The City Council approved an update to the Stormwater Master Plan with Ordinance No. 700 on February 23, 2012. The master plan includes policies, a Capital Improvement Program, and a funding model for stormwater management. Chapter 10 (i.e., Financial Analysis) of the Stormwater Master Plan identifies modeling assumptions and outcomes, and proposed stormwater fee and system development charge (SDC) to fund the stormwater management program.

Based on the funding model in the master plan, the stormwater fee would increase from \$3.72 to \$5.00 per equivalent residential unit (ERU), and an increase in the stormwater system development charge from \$492 to \$1,356 per ERU would be phased over three years. These increases are necessary to support the existing and future needs of the City's stormwater system. The following table provides the schedule for implementing the increases in the stormwater fee and SDC over the next five years:

(Per ERU)	Forecast of Stormwater Rates					
	Current	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Stormwater Fee	\$3.72	\$5.00	\$5.10	\$5.25	\$5.45	\$5.60
SDC Improvement Fee	\$492	\$620	\$748	\$876	\$876	\$876
SDC Reimbursement Fee	0	\$160	\$320	\$480	\$480	\$480
Total SDC	\$492	\$780	\$1,068	\$1,356	\$1,356	\$1,356

BACKGROUND

The existing stormwater fee and SDC were established by Resolution No. 1732 that was adopted by the City Council on November 19, 2001. The resolution included a stormwater fee of \$3.58 per ERU and a SDC of \$421 per ERU.

Ordinance No. 433, adopted by the City Council on September 19, 1994, established the overall program for the stormwater fee for storm drainage services and stormwater quality management. In conjunction with Ordinance No. 433, Resolution No. 1129, which was adopted by the City Council on August 15, 1994, provided the first stormwater fee of \$1.40 per ERU.

The statutory basis for system development charges in Oregon is included in ORS 223.297 through 223.314. The

purpose of these statutory requirements “is to provide a uniform framework for the imposition of system development charges by local governments, to provide equitable funding for orderly growth and development in Oregon’s communities and to establish that the charges may be used only for capital improvements”. The overall guidance for system development charges in Wilsonville was established by Ordinance No. 386, which was adopted by the City Council on July 1, 1991.

The proposed method of funding for the Capital Improvement Program, contained within the recently approved Stormwater Master Plan, is to use a combination of revenue bonds, stormwater system development charge and stormwater fee. The funding methodology included the following assumptions:

1. 20-year revenue bonding at an interest rate of 5.0%
2. A coverage factor of 1.25 times maximum annual debt service
3. Level debt service
4. An Operating Fund balance at no less than \$200,000
5. ERU growth of 1 3/4 % per year
6. Cost escalation generally at 3% with the exception of 4.5% for personal services and 4.5% for transfers

The methodology for calculation of the stormwater fee and system development charge is contained within Chapter 10 of the master plan, attached as Exhibit A. The Finance Director has provided some additional comments about the proposed stormwater fee and system development charge, attached as Exhibit B. A comparison of the proposed stormwater fee with other jurisdictions is found within Exhibit C.

City staff hosted a public meeting on April 29, 2010 to provide an overall summary of the system development charge methodology and to answer any specific questions. Potentially impacted developers were invited to the meeting. An updated notice will be mailed to the same parties for the scheduled public hearing on April 2, 2012.

RELATED CITY POLICIES

1. Comprehensive Plan, Public Facilities and Services (Storm Drainage Plan)
2. Stormwater Master Plan (Ordinance No. 700)
3. Stormwater fee
 - a. Ordinance No. 433
4. Stormwater system development charge
 - a. Ordinance No. 386

NEXT STEPS

Conduct a public hearing on April 2, 2012 to adopt the proposed stormwater fee and system development charge.

ATTACHMENTS

- A. Chapter 10 of Stormwater Master Plan
- B. Finance Director’s Comments
- C. Comparison of stormwater fee with other jurisdictions

10.0 FINANCIAL ANALYSIS

10.1 INTRODUCTION

Stormwater management services within Wilsonville are provided through two City departments, Public Works and Community Development. City staff are responsible for managing both the quantity and quality of stormwater runoff while ensuring there is adequate stormwater drainage capacity. These activities are performed in a manner consistent with the City's goal of protecting local streams and habitat to ensure that connections to the stormwater system are constructed and maintained in compliance with all federal and state water quality regulations. Stormwater staff is responsible for the operation and maintenance of all publically owned catch basins, pipes, sedimentation manholes along with water quality facilities and stormwater detention ponds. All of these stormwater services are funded through the Stormwater Utility fee which is also referred to as the City's "stormwater surcharge" in some of Wilsonville's documentation.

10.2 STORMWATER UTILITY FEE

Stormwater management utilities are authorized by Oregon statute as enterprise funds within a City's budget structure. They are defined as being financially self-sufficient and can be designed to furnish a comprehensive set of services related to stormwater quantity and quality management. Services that stormwater management utilities provide include not only the construction and maintenance of facilities necessary to control flooding and improve the character of surface runoff, but also implementation of best management practices (BMPs) designed to address nonpoint source pollution. These BMPs may include water quality sampling, public education and plan review, stormwater system maintenance, site inspections and basin planning. All of these program elements are part of the National Pollutant Discharge Elimination System (NPDES) permit requirements.

Wilsonville's current Stormwater Utility fee (see Resolution No. 1732) is applied to customers based on an "equivalent residential units" (ERU) approach. Under this structure, single-family homes are counted as one ERU and, on average, contain 2,750 square feet of impervious area. All non single-family residential customers are charged based on their measured impervious surface area for each developed property which is then divided by the ERU value of 2,750 square feet of impervious surface. This determines the total number of ERUs billed to that non single-family residential customer. The City's current monthly stormwater rate is \$3.72 per ERU.

10.3 STORMWATER RATE MODEL

The technical analysis contained in Wilsonville's Stormwater Master Plan produced operations, maintenance and capital improvement program activities and costs. This financial review assesses the impact of the program on the City's Stormwater Utility

rates and SDCs. A funding model was developed as an electronic spreadsheet-based (Excel) work product. This model simulates the fiscal management of the City's Stormwater Utility and accommodates the following conditions:

- A 20-year forecast horizon (the current start year is fiscal 2012)
- A Capital Projects Fund where capital improvement projects are budgeted
- A Stormwater SDC Fund where system development charges are budgeted
- An Operating Fund where revenues and expenses are budgeted
- Issuing and servicing debt to fund capital improvements
- Rate-making based on the revenue requirements for the utility during each forecast year.

The model then calculates monthly user charges (rates) based on variable inputs for inflation, operating costs, customer base (i.e., number of ERUs) and capital improvements. The model is designed as an integrated set of spreadsheets that also provides toggles for various input assumptions. These are summarized in Table 10-1.

Table 10-1
Summary of Modeling Assumptions

MODEL INPUTS		
	User Inputs Required	Purpose
Financing Assumptions	Type of debt financing to be used, term of indenture, interest rates, etc. In Wilsonville's case the debt is issued through revenue bonds	Debt sizing and servicing
Capital Improvement Projects and Schedule	Project cost, description, year of implementation, CIP inflation rate	CIP costing
Operating Revenues and Expenses	Start year budgeted revenues and expenses by line item, billable ERUs, general cost inflation index, projected growth in ERU (as a percent)	Cash flow and income statement for the utility
ERUs	Growth in ERUs through the planning period	Forecast of estimating billable ERUs

10.3.1 Assumptions

Key modeling assumptions were developed over multiple meetings with City staff and are summarized below:

- 20-year revenue bonding at an interest rate of 5.0%

- A coverage factor of 1.25 times maximum annual debt service
- Level debt service
- An Operating Fund balance @ no less than \$200,000
- ERU growth of 1 ¼ % per year
- Cost escalation generally at 3% with the exception of 4.5% for personal services and 4.5% for transfers.

10.3.2 Model Outputs and Reports

The model has a series of standard reports which include:

- **Schedule of financing assumptions** - This report itemizes the user inputs that are required by the model to create debt issuances and bond proceeds that will be used to pay for capital improvements. It is always assumed that debt proceeds are only used to pay for capital improvement projects and related coverage, issuance and reserve funding requirements. This disallows use of bond proceeds to fund the cost of operations and maintenance expenses. These costs are assumed to be funded through user charges (rates).
- **Debt sizing and servicing report** - This report itemizes the calculated amount of annual debt service for each forecast year. The analysis is based on the level of capital improvement spending in any forecast year and the revenue bond debt funding costs including principal, interest, coverage and reserve funding requirements.
- **Listing of capital projects and construction fund activity** - This report itemizes the capital improvement projects (last edition October 2011) over the planning period. The model adjusts project costs for the effects of inflation as future projects are scheduled for implementation. This report also tracks the activity within the capital projects fund for transfers, interest earnings on fund balance and beginning and ending fund balances.
- **Schedule of revenue requirements and monthly rates** - The rate-making results are displayed in this report. The model uses two tests to solve for rates. The first is for the sufficiency of cash flows to fund operations and debt service. The second is a test of bonded debt coverage requirements. After solving for each of these tests in each forecast year, the model calculates a user charge that will be sufficient to fund the more stringent test.
- **Statement of revenues and expenses** - This report calculates the results of operations for each forecast year prior to rate adjustments. Based on a start-year level of operating revenues and expenses, the model forecasts the net utility income if revenues and expenses are

incurred as projected based on inflation assumptions and customer base growth.

- **Debt service worksheet; revenue bonds**—This worksheet shows the debt servicing for revenue bonds by year and by issuance. The model assumes level debt service for all revenue bonds that are issued over the forecast horizon. The purpose of this report is to show the total debt service in any year, but also to see how much of the total service consists of interest and principal repayment.

10.4 GENERAL ECONOMIC AND PLANNING ASSUMPTIONS

The model assigns independent inflation factors for various categories of costs. These are noted in Table 10-2:

Table 10-2
Inflation and Economic Forecasting Assumptions

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Inflation Forecast:										
Personal services	Budget	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Materials and services	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital outlays	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Transfers to other funds	Budget	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Revenue Growth Forecast:										
Intergovernmental	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Transfers from other funds	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Investment income	Budget	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Miscellaneous	Budget	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Growth Customer Base		1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%
Unit SWM SDC	\$ 492	\$ 780 [†]	\$ 1,068 [†]	\$ 1,356 [†]	\$ 1,356 [†]	\$ 1,356 [†]	\$ 1,356 [†]	\$ 1,356 [†]	\$ 1,356 [†]	\$ 1,356 [†]
ERU forecast:										
Estimated ERUs beginning	20,172	20,524	20,882	21,246	21,616	21,993	22,376	22,766	23,163	23,567
Annual additions	352	358	364	370	377	383	390	397	404	411
Estimated ERUs ending	20,524	20,882	21,246	21,616	21,993	22,376	22,766	23,163	23,567	23,978

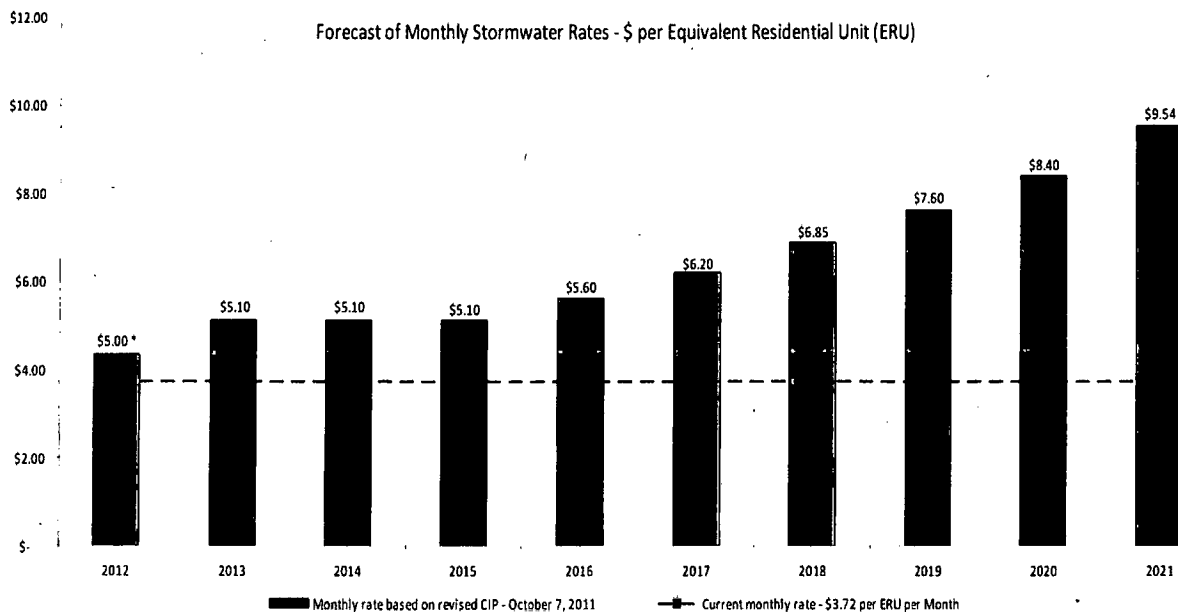
10.5 STORMWATER SDC FUND

- The Stormwater SDC Fund receives revenues collected from the City's SDCs and, when required, transfers money to the Stormwater Capital Projects Fund to pay for construction. Historically, annual revenues from SDCs have varied from a high of \$402,000 in 2008 (actual) to \$91,233 (actual) in 2010. For forecast purposes based on 1¾ % growth and the proposed phasing in of the full SDC through 2015, annual SDC revenues are expected to be more in the \$400,000 per year range. The forecast does not anticipate the issuance of any long term debt for the first five (5) years to finance capital needs. Internally generated free cash flows are assumed to be sufficient to meet SWM system capital investing needs over this first five years of the forecast. The forecast does assume the City will be issuing revenue bonds in years six through fourteen to meet the funding requirements of the capital improvement plan. Starting in 2013, the

increasing capital needs and escalating operating costs in excess of customer growth will require increases in rates (see Table 10-3).

- Two funding sources for capital construction will be revenues from the Stormwater SDC Fund and the Stormwater Operating Fund which will be transferred to the Stormwater Capital Projects Fund.
- The estimated FY 2011 ending fund balance in the Stormwater SDC Fund was \$411,844 (see Table 10-4). Over the forecast horizon, this balance is drawn down to zero and held at that level. In each forecast year, all cash entering the Stormwater SDC Fund is transferred to the Stormwater Capital Projects Fund to support master plan construction work. In addition to these resources, the Stormwater Capital Projects fund receives cash transfers from the Stormwater Operating Fund in excess of \$100,000 per year in each of the forecast years FY2012-2022.

Table 10-3
Forecast of Monthly Stormwater Rates



* assumes a rate increase to \$5.00/ERU effective 1/1/12

Table 10-4
Forecast of Stormwater SDC Fund Cash Flows

City of Wilsonville Analysis of Stormwater SDC Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	673,247	608,432	475,002	-	-	-	-	-	-	-	-
Sales and Services:											
System Development Charges	256,588	293,227	279,016	388,701	502,122	510,867	519,776	528,828	538,045	547,428	556,976
Interest Income	13,000	5,000	4,750	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Total Resources	\$ 942,835	\$ 906,659	\$ 758,768	\$ 388,701	\$ 502,122	\$ 510,867	\$ 519,776	\$ 528,828	\$ 538,045	\$ 547,428	\$ 556,976
Requirements:											
Materials and Services	1,430	1,430	1,473	1,517	1,563	1,609	1,658	1,707	1,759	1,811	1,866
Transfers OUT:											
Streets Capital Projects Fund	-	-	-	-	-	-	-	-	-	-	-
Storm Water Capital Projects Fund	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Subtotal Transfers OUT	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Contingency	196,588	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance	411,844	475,002	-	-	-	-	-	-	-	-	-
Total Requirements	\$ 942,835	\$ 906,659	\$ 758,768	\$ 388,701	\$ 502,122	\$ 510,867	\$ 519,776	\$ 528,828	\$ 538,045	\$ 547,428	\$ 556,976

10.6 STORMWATER CAPITAL PROJECTS FUND

The Stormwater Master Plan produced the capital improvement program and schedule summarized in Table 10-5:

Table 10-5
Schedule of Capital Improvement Projects

City of Wilsonville Summary of Stormwater System Capital Improvement Plan					
Cost Escalation Rate		3.00%			
MP Rank	Cost in FY 2011	Year	Project	Annual Maintenance Cost	Project Number
High Priority Projects - 0-5 Years					
	285,000	2012	Rivergreen Repair Project	2,200	Retrofit
	577,298	2012	Boeckman Creek Realignment	2,200	BC-7
	57,000	2012	Low Impact Development Design Standards and Implementation Guide	0	Study ST-3
	45,486	2013	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gages	0	Study ST-8
	18,240	2013	Purchase InfoSWMM Model	0	Study ST-9
	142,500	2013	Charbonneau Infrastructure Replacement Study	0	Study ST-6
	135,774	2014	Gesellschaft Water Well Channel Restoration	1,800	BC-4
	203,148	2014	Memorial Park Parking Lot Vegetated Swales (3)	6,500	LID1
	129,504	2014	Canyon Creek Estates Pipe Removal	1,500	BC-8
	213,196	2015	Barber Street Pipe Replacement	1,200	SD4208 & SD4209
	58,482	2015	SW Camelot Green Street Mid-Block Curb Extensions (2 extensions)	5,300	LID3
	584,071	2015	Commerce Circle Channel Restoration	5,700	CLC-3
	57,000	2016	Study to analyze area north of Ellingsen Rd/East of I-5	0	Study ST-1
	285,000	2016	Future Project Development and Implementation	0	FP
Medium Priority Projects - 5-10 Years					
	167,580	2017	Boeckman Creek Outfall Rehabilitation	1,500	BC-2
	1,366,948	2017	Multiple Detention Pipe Installation	1,100	BC-6
	38,441	2017	Boeckman Creek Outfall Realignment	1,300	BC-5
	810,109	2018	Cascade Loop Detention Pipe Installation	1,100	BC-3
	84,360	2018	Memorial Park Stream and Wetland Enhancement	2,900	BC-10
	111,720	2018	Memorial Drive Pathway and Storm Drain Repair	0	BC-9
	526,338	2019	SW Camelot Green Street Mid-Block Curb Extensions (18 extensions)	47,700	LID3
	362,794	2019	SW Wilsonville Road Stormwater Planters	6,700	LID7
	279,420	2019	SW Parkway Avenue Stream Restoration	4,900	CLC-2
	115,026	2020	Jobsoy Lane Culvert Replacement	2,200	CLC-9
	497,405	2020	SW Parkway Pipes Replacement	2,200	SD5707, 5709, 5714, 5719
	57,000	2020	Advance Road School Site Study	0	Study ST-2
	3,516,900	2021	Detention/Wetland Enhancement near Tributary to Basalt Creek	4,900	CLC-1
	887,417	2021	French Prime Road in NW Charbonneau Pipe Replacement	1,500	SD903a
	1,043,901	2021	Curry Drive and French Prairie Road in NW Charbonneau Pipe Replacement	2,100	SD9052
	285,000	2021	Future Project Development and Implementation	0	FP
Low Priority Projects - 10-20 Years					
	342,000	2022	Master Plan and Model Update	0	Study ST-4
	57,000	2022	Survey of Open Channel Conveyance	0	Study ST-3
	5,446,350	2022	Wiedeman Road Regional Stormwater Detention/Stream Enhancement	4,900	BC-1
	283,778	2023	Ridder Road Wetland Restoration	2,900	CLC-4
	236,538	2023	SW Hillman Green Street Stormwater Curb Extensions	4,000	LID2
	339,844	2023	Coffee Lake Creek Stream and Riparian Enhancement	2,900	CLC-5
	490,288	2024	Coffee Lake Creek South Tributary Wetland Enlargement	2,900	CLC-6
	498,114	2024	Coffee Lake Creek South Tributary Stream Restoration	2,900	CLC-7
	65,393	2024	Boberg Road Culvert Replacement	2,200	SD4021 & SD4022
	488,877	2025	Coffee Lake Creek Restoration	4,300	CLC-8
	57,000	2025	Boeckman Creek at Boeckman Road Stormwater Study	0	Study ST-7
	733,590	2025	Boberg Road Pipe Replacement	2,200	SD4025 - SD4028
	1,052,432	2025	Multiple Detention Pipe Installation - Bridge Creek Apartments	1,100	BC-6
	\$22,989,260		Net Construction Cost	\$136,800	

The total cost for the high priority projects (years 0 – 5) is \$2,771,697 or \$3,014,636 (inflated). These high priority projects are to be funded from a combination of cash on hand and future internally generated cash. No long term debt issuances are expected to be used to fund these high priority projects. Contributions are anticipated in 2013 from the Stormwater SDC Fund of \$757,295 and from the Stormwater Operating Fund of \$130,000. Stormwater SDC Fund transfers will drop to about \$500,000 per year after 2013 while the analysis assumes continued use of Operating Fund resources at about \$400,000 per year through 2022.

The total cost of the medium priority projects is \$10,129,961 (years 5 – 10) (\$13,146,987 inflated). The total cost of the low priority projects (years 10 – 20) is

\$10,087,602 (\$14,387,059 inflated). In order to fund the medium and long term priority projects, it is assumed the City will issue revenue bonds starting in fiscal 2017. The modeling assumes long term debt will be issued in each forecast year from fiscal 2017 to fiscal 2025. As discussed above, it is assumed the City will be contributing free cash flows in support of these future construction costs. Over the 2017 to 2025 time frame, modeling indicates the City will contribute \$7,075,000 in support of these medium and low priority master plan projects.

Also, over this time frame, the modeling indicates the City will borrow a total of \$22,488,464. This total exceeds the net inflated cost of the projects (i.e., inflated costs of projects less equity contributions from the City) because of issuance costs and upsizing of borrowings to fund anticipated revenue bond reserve account requirements. This highlights the need to bundle projects (and debt) to minimize issuance costs.

Bond covenants require that stormwater user fees be set at a rate sufficient to recover at least 1.25 times the actual amount of current bonded debt service in addition to operating expenses, and require a reserve equal to the highest principal and interest payments due in any future year. The stormwater financial model takes these coverage and reserve requirements into account and tests for sufficiency in every year of the forecast. Table 10-6 shows the forecast of annual costs for the high priority projects.

Table 10-6
Annual Master Plan High Priority Capital Improvement Costs (years 0-5)

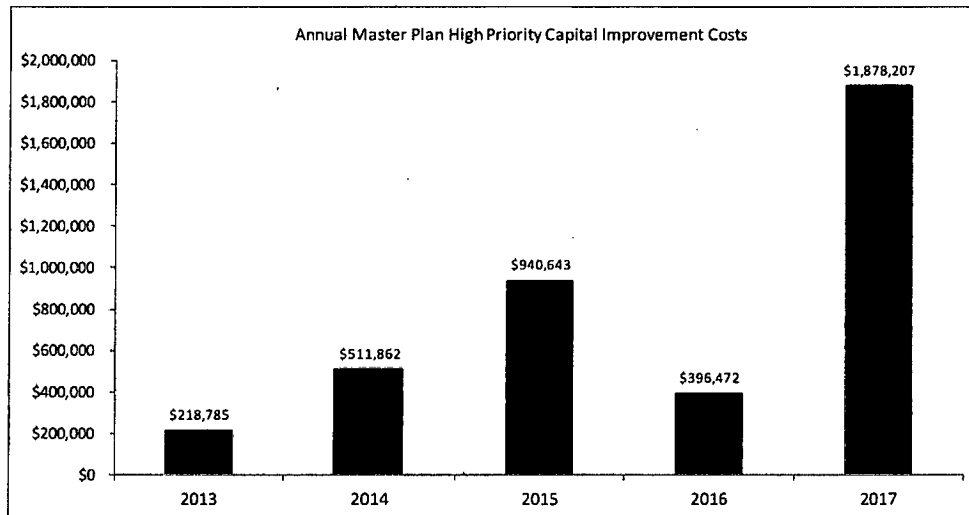


Table 10-7
Forecast of Stormwater Capital Projects Fund Cash Flows

City of Wilsonville Analysis of Stormwater Capital Projects Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	11,272	10,272	10,272	555,993	445,453	515,623	753,324	392,245	721,959	1,078,661	1,449,305
Revenues:											
Intergovernmental	-	410,000	-	-	-	-	-	-	-	-	-
Investment income	1,000	-	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Contributions	500,000	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	501,000	410,000	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Transfers from other funds - IN:											
Stormwater Operating Fund	159,760	252,373	130,000	137,000	640,000	260,000	400,000	550,000	550,000	775,000	400,000
Stormwater SDC Fund	332,973	430,227	757,295	387,184	500,560	509,257	518,119	527,121	536,287	545,616	555,110
Subtotal transfers IN	492,733	682,600	887,295	524,184	1,140,560	769,257	918,119	1,077,121	1,086,287	1,320,616	955,110
Bond proceeds:											
Oregon DEQ revolving loans	-	-	-	-	-	-	-	-	-	-	-
New revenue bonds - reserve requirement	-	-	-	-	-	-	59,819	51,818	73,233	6,479	644,101
New revenue bonds - project funding	-	-	-	-	-	-	678,207	587,486	830,287	73,458	7,302,550
Subtotal bond proceeds	-	-	-	-	-	-	738,027	639,303	903,520	79,937	7,946,650
Total Resources	\$ 1,005,005	\$ 1,102,872	\$ 897,670	\$ 1,085,737	\$ 1,590,467	\$ 1,290,036	\$ 2,417,003	\$ 2,112,591	\$ 2,718,985	\$ 2,490,002	\$ 10,365,558
Requirements:											
Expenditures:											
Capital projects	873,450	975,000	218,785	511,862	940,643	396,472	1,878,207	1,237,486	1,480,287	873,458	7,677,550
Transfers to other funds - OUT:											
General Fund	8,469	11,300	11,809	12,340	12,895	13,475	14,082	14,716	15,378	16,070	16,793
Community Development Fund	110,814	106,300	111,084	116,082	121,306	126,765	132,469	138,430	144,660	151,169	157,972
Subtotal transfers to other funds - OUT	119,283	117,600	122,892	128,422	134,201	140,240	146,551	153,146	160,037	167,239	174,765
Contingency	12,272	-	-	-	-	-	-	-	-	-	-
New revenue bonds - reserve requirement	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Unappropriated ending fund balance	-	10,272	555,993	445,453	515,623	753,324	332,425	610,323	893,791	1,257,955	1,677,794
Total Requirements	\$ 1,005,005	\$ 1,102,872	\$ 897,670	\$ 1,085,737	\$ 1,590,467	\$ 1,290,036	\$ 2,417,003	\$ 2,112,591	\$ 2,718,985	\$ 2,490,002	\$ 10,365,558

It should also be noted that there are annual transfers out of the Stormwater Capital Projects Fund (see Table 10-7) to the General Fund (\$11,300) and to the Community Development Fund (\$106,300). These have been included in this analysis.

10.7 STORMWATER OPERATING FUND

- The estimated 2012 Stormwater Operating Fund beginning balance is \$497,712. As reflected in this rate forecast, the Operating Fund receives approximately \$1,000,000 annually from stormwater service charges. The Fund's major expenses are for personal services at \$236,000; materials and services at \$487,000 and, as estimated in the Master Plan, additional maintenance costs related to the recommended new facilities of between \$10,000 and \$144,000 annually (see line item "materials and services – new CIP" in Operating Fund detail sheet).
- Transfers Out – The second largest financial requirement of the Stormwater Operating Fund (see Table 10-8) is cash transfers to other funds. The financial model fully funds all required transfers out including the following (2012 budget):

General Fund.....	\$166,700
Community Development Fund	\$77,000
Stormwater Capital Projects Fund	\$252,373
- Contingency and unappropriated ending fund balances – For the base case forecast, it has been assumed that future rates will be set to meet all financial requirements, and keep an ending fund balance at a threshold of not less than \$200,000.

Table 10-8
Forecast of Stormwater Operating Fund Cash Flows

City of Wilsonville Analysis of Stormwater Operating Fund Cash Flow											
	Budget 2011	Budget 2012	Forecast								
			2013	2014	2015	2016	2017	2018	2019	2020	2021
Resources:											
Beginning Fund Balance	653,450	497,712	353,767	501,767	617,767	202,767	277,767	292,767	263,767	281,767	274,767
Revenues:											
Stormwater utility charges	955,000	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-
Investment income	10,000	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	965,000	1,075,816	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
Total Resources	\$ 1,618,450	\$ 1,573,528	\$ 1,635,376	\$ 1,806,405	\$ 1,947,148	\$ 1,683,496	\$ 1,945,794	\$ 2,168,156	\$ 2,378,980	\$ 2,659,701	\$ 3,022,689
Requirements:											
Expenditures:											
Personal services	219,440	236,290	246,923	258,035	269,646	281,780	294,460	307,711	321,558	336,028	351,149
Materials and services - base line	502,338	487,398	502,020	517,081	532,593	548,571	565,028	581,979	599,438	617,421	635,944
Materials and services - on new CIP	-	-	-	10,397	24,040	24,761	30,025	35,702	109,705	118,570	133,217
Capital outlays	2,500	-	-	-	-	-	-	-	-	-	-
Subtotal expenditures	724,278	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to other funds - OUT											
General Fund	163,700	166,700	174,202	182,041	190,232	198,793	207,739	217,087	226,856	237,064	247,732
Community Development Fund	73,000	77,000	80,465	84,086	87,870	91,824	95,956	100,274	104,786	109,502	114,429
Stormwater Capital Projects Fund	159,760	252,373	130,000	137,000	640,000	260,000	400,000	550,000	550,000	775,000	400,000
Subtotal transfers to other funds	396,460	496,073	384,667	403,126	918,102	550,617	703,695	867,361	881,642	1,121,566	762,161
Debt service:											
DEQ revolving loans	-	-	-	-	-	-	-	-	-	-	-
New Revenue bonds	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Subtotal debt service	-	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Contingencies/Designations	50,170	272,563									
Unappropriated ending fund balance	447,542	81,204	501,767	617,767	202,767	277,767	292,767	263,767	281,767	274,767	304,767
Total Requirements	\$ 1,618,450	\$ 1,573,528	\$ 1,635,376	\$ 1,806,405	\$ 1,947,148	\$ 1,683,496	\$ 1,945,794	\$ 2,168,156	\$ 2,378,980	\$ 2,659,701	\$ 3,022,689

10.7.1 Analysis of Revenue Requirements

This task calculates the revenue needed from rates. It is driven by utility cash flow or income requirements, constraints of bond covenants and specific fiscal policies related to the development, operation and maintenance of a "stand alone" stormwater management utility. Based on cost and planning information discussed above, and shared with City Staff, the following forecast, displayed in Table 10-0, of future stormwater revenue requirements was developed:

**Table 10-9
Forecast of Stormwater System Revenue Requirements**

City of Wilsonville Projection of Stormwater Operating Fund Revenue Requirements										
Line Item Description	Budget 2012	Forecast								
		2013	2014	2015	2016	2017	2018	2019	2020	2021
Projection of Cash Flow:										
Revenues:										
Stormwater utility charges	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Investment income	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Subtotal revenues	1,075,816	1,077,353	1,283,089	1,305,798	1,325,231	1,481,479	1,668,177	1,875,100	2,115,393	2,377,864
Expenditures:										
Operations and maintenance	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to Other Funds - excluding SWM construction fund	243,700	254,667	266,126	278,102	290,617	303,695	317,361	331,642	346,566	362,161
Debt service	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Use of Operating Fund balance	100,580	278,000	253,000	225,000	335,000	415,000	521,000	568,000	768,000	430,000
Subtotal expenditures	1,067,968	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
Net Cash	7,848	(204,256)	(21,549)	(23,583)	(155,498)	(186,548)	(207,212)	(240,113)	(262,541)	(370,058)
Net Deficiency/(Surplus)	(7,848)	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Test of Coverage Requirement:										
Operating Revenues:										
Stormwater utility charges	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Intergovernmental	-	-	-	-	-	-	-	-	-	-
System Development Charges	293,227	279,016	388,701	502,122	510,867	519,776	528,828	538,045	547,428	556,976
Transfers (To) From Rate Stabilization Account	-	-	-	-	-	-	-	-	-	-
Total Operating Revenues	1,367,043	1,352,832	1,666,773	1,801,743	1,834,070	1,998,477	2,194,078	2,410,507	2,660,003	2,932,092
Operating Expenses:										
Operations & Maintenance Expense	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Transfers to Other Funds	243,700	254,667	266,126	278,102	290,617	303,695	317,361	331,642	346,566	362,161
Total Operating Expenses	967,388	1,003,609	1,051,638	1,104,381	1,145,729	1,193,208	1,242,753	1,362,343	1,418,585	1,482,472
Net Operating Income	399,655	349,222	615,135	697,362	688,341	805,270	951,325	1,048,164	1,241,418	1,449,620
Nonoperating Income (Expense):										
Interest Income:										
Stormwater Operating Fund	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Stormwater Capital Projects Fund	-	103	5,560	4,455	5,156	7,533	3,922	7,220	10,787	14,493
Stormwater SDC Fund	5,000	4,750	-	-	-	-	-	-	-	-
Other Nonoperating Income (expense)	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Income	7,000	8,390	10,578	10,632	7,184	10,311	6,850	9,857	13,604	17,241
Total Net Revenues Available for Debt Service	406,655	357,613	625,712	707,994	695,525	815,581	958,175	1,058,022	1,255,022	1,466,861
Debt Service:										
Senior Lien Parity Obligations:										
Oregon DEQ Revolving Loan	-	-	-	-	-	-	-	-	-	-
New revenue bonds	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Total Senior Lien Parity Obligations	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
Senior Lien Parity Obligations Coverage Recognized	N/A	N/A	N/A	N/A	N/A	13.63	8.58	5.72	6.56	1.76
Senior Lien Parity Obligations Coverage Required	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Senior Lien Coverage Deficiency	-	-	-	-	-	-	-	-	-	-
Net Deficiency/(Surplus)	-	-	-	-	-	-	-	-	-	-
Projection of Revenue Sufficiency:										
Maximum Deficiency	-	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Percent Increase Required Over Current Rate Revenues	0.00%	19.02%	1.69%	1.81%	11.75%	12.62%	12.44%	12.82%	12.43%	15.58%
Stormwater rates reconciliation:										
Revenues recognized from current rates	1,073,816	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116
Add revenues from rate increase	-	204,256	21,549	23,583	155,498	186,548	207,212	240,113	262,541	370,058
Total revenues recognized from rate increase	1,073,816	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174

10.8 RATE ANALYSIS

In Wilsonville, service charges for stormwater management reflect a rationale that those who contribute runoff to the stormwater system should proportionately contribute to the costs of providing services. This approach is now regarded by most administrators and the courts as an appropriate technique for financing stormwater programs. A basic assumption in this rate analysis is that services will continue to be billed on the basis of impervious surface. For single family residential property owners, the average amount of impervious area on a developed residential lot is 2,750 square feet. This value provides the basis for and equates to one ERU. Non-residential property owners are billed based on their measured impervious area divided by 2,750 which is then multiplied by the rate per ERU of \$3.72 (current rate). The base case forecast has assumed that the percentage change in revenue requirements in any forecast year will be applied to the prior year's rate to arrive at that year's calculated rate per ERU. Table 10-10 shows the rate forecast per ERU over the forecast horizon.

Note: the budgeted rate for fiscal 2012 is \$4.33; the forecast assumes a rate increase to \$5.00 effective 1/1/12.

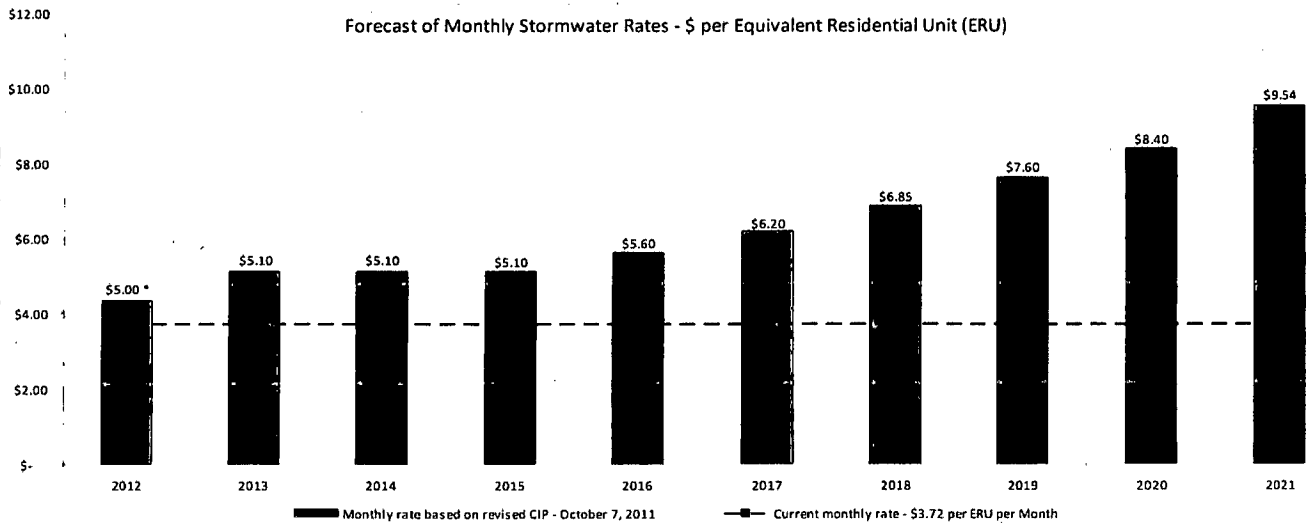
Table 10-10
Forecast of Monthly Stormwater Rates per ERU

City of Wilsonville Projection of Stormwater Operating Fund Revenue Requirements and Derivation of Monthly Rates per ERU										
	Budget	Forecast								
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<i>Gross revenues required from rates:</i>										
Operations and maintenance expense	723,688	748,943	785,512	826,279	855,112	889,513	925,392	1,030,701	1,072,019	1,120,311
Operating fund capital outlays	-	-	-	-	-	-	-	-	-	-
Transfers to other funds - less transfers to construction	243,700	254,687	266,126	278,102	290,617	303,695	317,361	331,642	346,568	362,161
Debt service	-	-	-	-	-	59,819	111,637	184,870	191,349	835,450
(Use)/Replacement of Operating Fund balance	100,580	278,000	253,000	225,000	335,000	415,000	521,000	568,000	768,000	430,000
Subtotal gross revenues required from rates	1,067,968	1,281,609	1,304,638	1,329,381	1,480,729	1,668,027	1,875,390	2,115,213	2,377,934	2,747,922
<i>Revenue offsets to cost of service:</i>										
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Investment income	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Subtotal revenue offsets to cost of service	2,000	3,538	5,018	6,178	2,028	2,778	2,928	2,638	2,818	2,748
<i>Net revenues required from rates</i>	1,065,968	1,278,072	1,299,621	1,323,204	1,478,701	1,665,250	1,872,462	2,112,575	2,375,116	2,745,174
Forecasted billable retail ERUs	20,524	20,882	21,248	21,616	21,993	22,376	22,768	23,163	23,567	23,978
Current monthly rate - \$3.72 per ERU per Month	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72
Monthly rate based on revised CIP - October 7, 2011	\$ 4.33	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.60	\$ 6.20	\$ 6.85	\$ 7.60	\$ 8.40	\$ 9.54

As the data in Table 10-11 shows, the longer range rate forecast shows significant increases as the cumulative effect of issuing revenue bonds to pay for the capital improvements is reflected in the rate. This forecast also assumes that the City will use available resources within its Stormwater SDC and Operating Funds to support identified capital needs during the initial phase of capital construction. These rate projections and specifically the rate effects related to capital funding are also based on increasing the City's current Stormwater SDC of \$492 per ERU based on the following step increases:

- July 1, 2012 - \$780 per ERU
- July 1, 2013 - \$1,068 per ERU
- July 1, 2014 - \$1,356 per ERU

Table 10-11
Long Range Forecast of Monthly Stormwater Rates per ERU



10.8.1 Service Charge Credits

Implementation of a stormwater funding structure requires policy direction regarding whether specific classifications of property or uses of such property will qualify for service charge exemption or credit. The amount of a property's service charge must be linked to its proportionate share of stormwater program costs. Issues of equity or legal defensibility arise when exemption or credit policies move away from this utility rate making premise. Service charges must be fair and reasonable and bear a substantial relationship to the cost of providing services and facilities.

Many basic policy decisions revolve around "who pays" when a stormwater service charge is applied to individual properties. The ERU approach is based on impervious area and would, therefore, exempt undeveloped properties which, by definition, do not have impervious area. If truly undeveloped i.e., left in its natural state, it is difficult to include undeveloped land in a rate structure based on impervious area and contribution of runoff factors.

Most stormwater service charge structures do not consider property ownership in establishing rates. Instead, charges are based on property conditions/improvements which affect runoff in some manner. One exception is publicly owned properties where a variety of policies have been implemented. Some utilities apply stormwater service charges to public properties in the same manner as private properties. Others do not charge public properties because it is believed that the process only takes money from one City fund and transfers it to another. However, the method most often employed is to bill all public owned facilities (schools, city buildings, etc.) but exempt publicly owned streets. The logic supporting the exemption for streets being that they are designed and operated as part of the City's stormwater conveyance system.

Another question in the stormwater rate is exemption or reduction of the charge based on social issues of low income or elderly. No general rule has been set which enables service charge reductions based solely on ability to pay or age making this issue one established by local policy. The stormwater charge should be consistent with the City's other rate structures.

The issue of tax-exempt properties being excluded from the service charge is legally straightforward. For the sake of maintaining consistency with legal requirements of service charges, the stormwater fee should be applied to properties owned by churches, non-profit agencies and others having tax exempt status.

Most stormwater utilities do provide for credits against service charges to recognize the effects of on-site detention, water quality mitigation or other means of stormwater control. Wilsonville's stormwater rate is related to each property's contribution of runoff to the system. The objective of a service charge credit system is to provide incentives for developers to meet or exceed stormwater quantity/quality requirements. The level of credit should reflect the reduced effect a property with on-site controls has over a similar property lacking this mitigation. The amount of reduction is a function of the service

charge rate structure. Under the impervious surface approach, the credit results in a reduction of the equivalent units attributable to the property.

The next question is how much of the service charge should be made available for credit. The case for making the entire charge available for credit would assume that if the site totally retains stormwater runoff, that customer is not being served by any of the programs or services offered by the utility. However, given the fact that access to the property is available during storm events and those stormwater utility activities such as water quality management, channel maintenance, regulatory compliance and public information will continue to benefit all the City's customers, it is questionable whether any property is left totally unserved by the program. Based on this logic, it is generally accepted that some level of the fee remain in place regardless of the on-site facility constructed by the customer. The level of credit available is then a function of allocating program costs to "base" versus "use" factors. Base can be defined as program costs that are largely unaffected by storm water flows. These typically include water quality management, regulatory compliance and billing/administration. Use costs are those that are related to storm water flow and may include budget categories such as maintenance and some capital improvements.

A final consideration deals with the calculation of the credit itself. There are a number of variations all of which revolve around the desired level of simplicity, equity and administrative ease. At its simplest, a service charge credit is calculated as a percentage reduction based on the type of facility. A detention facility equals a certain percentage reduction; a retention facility another percentage; sumps another percentage. A higher level of accuracy is achieved when the calculation is based on a case by case comparison of pre and post development flows from the site.

The City's current Resolution No. 1732 (Part III Article I.A) stipulates the following regarding eligibility for a reduction in the stormwater service charge:

The applicant must show to the Department of Public Work's (DPW) satisfaction, the amount of permanent reduction to the total run-off or run-off coefficient for the property. Extra capacity facilities or improvements above the requirements as described in the Stormwater Master Plan as described in Part II Definitions of this Resolution that are installed and maintained by the applicant may be used to show the amount of permanent reduction to the total runoff or runoff coefficient.

This credit procedure does provide the City with the mechanism to establish rate incentives for upsizing or providing levels of treatment that go beyond the requirements established for the stormwater program. However, the Resolution could be improved by including a more specific calculation of how the oversizing or other stormwater improvements on the property are translated into a reduction of the rate. It is assumed that the current methodology applies the same percentage reduction of flows from the site as the basis for a percentage reduction of the service charge applied to the site.

10.9 SYSTEM DEVELOPMENT CHARGE METHODOLOGY

10.9.1 Background

This update of Wilsonville's system development charges (SDC) for stormwater was done in conjunction with completion of the Stormwater Master Plan. As part of this update process, issues related to the current stormwater SDC structure were addressed through Wilsonville's Finance and Community Development Departments. These groups, working with the URS Project Team, established the proposed direction on the structure and calculation of the draft stormwater SDCs.

For this SDC update, Wilsonville established a number of objectives:

- Review the basis for the SDCs to ensure a consistent methodology;
- Develop a reimbursement element of the SDC; and
- Consider possible revisions to the structure or basis of the charge that might improve equity or proportionality to demand.

The City's current stormwater SDC is \$492 per ERU. This SDC was established in 2001 (CIP costs have been escalated over time but the basis for the charge has not been updated since 2001). The sole basis for the SDC is future project costs allocated to growth which in 2001 were valued at \$4,543,981. This cost base was allocated over planned future growth in ERUs of 9,189. The City then applied a "debt service reduction" of \$74 per ERU which resulted in a total SDC of \$421 in 2001. Again, as capital costs have been adjusted over time, this rate has increased to the current \$492.

This Stormwater Master Plan also identified a new category of project referred to as low impact development (LID) which are projects oriented toward improved stormwater quality. Because of the overall benefit to the City's stormwater program these water quality projects will provide, it was not possible to apportion specific projects or elements of projects to growth. Rather, the approach was to take the total LID project cost of \$1,387,700 and divide that amount by total ERUs (current and future) in the system of 28,502. This proportionately allocates these LID costs over the entire stormwater customer base as opposed to specific project allocations to growth in ERUs.

Finally, the City requested that a reimbursement element of the stormwater SDC also be evaluated as part of this project. Based on the City's fixed asset schedule, the costs for existing stormwater facilities were identified. From this base all developer contributions and grant funded improvements were subtracted from that total as contributed capital not eligible for SDC reimbursement. As is the case for the LID projects, there was no attempt to allocate specific assets to growth. Rather, the overall stormwater system assets (less contributed capital) provide capacity to new

connections, the cost of which has been paid by the City and its ratepayers. These costs should be proportionately shared by new connections to the system. Therefore, the book value of stormwater system assets (less contributed capital and less depreciation) of \$13,693,030 is divided by the total ERUs in the system (current and future) of 28,502 to derive the reimbursement SDC of \$480.

Table 10-12 summarizes the elements of the proposed stormwater SDC:

**Table 10-12
Summary of Proposed Stormwater SDCs**

City of Wilsonville Stormwater - System Development Charge Analysis Summary of Fee Components		
Reimbursement fee		\$ 480
Improvement fee:		
Water quantity	827	
Water quality	49	
Total improvement fee	876	876
Total System Development Fee		\$ 1,356

10.10 STATUTORY REQUIREMENTS

Wilsonville's Resolution No. 1732 Article III establishes the Stormwater SDC for the City. While indexed to reflect current construction costs indices, the Resolution was last updated in November 2001. The intent of the City through this proposed stormwater SDC is to ensure that each project contained in the Stormwater Master Plan is evaluated in order to determine whether or to what extent each project is eligible to be included in the SDC cost base. The evaluation of these stormwater projects for SDC eligibility employed the following guidelines:

ORS 223 Requirements:

1. Capital improvements mean the facilities or assets used for stormwater management. This definition DOES NOT ALLOW costs for operation or routine maintenance of the improvements.
2. The SDC improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the stormwater system to accommodate future growth.

3. An increase in system capacity is established if a capital improvement increases the "level of performance or service" provided by existing facilities or provides new facilities in order to accommodate anticipated growth.

Under this approach, the following rules were followed:

1. Repair costs are not included;
2. Replacement costs will not be included unless the replacement includes an upsizing of stormwater system capacity;
3. Costs will not be included which bring deficient systems up to established standards.

Wilsonville's Stormwater Utility service charge and SDC are based on measured impervious surface area. The average amount of impervious area on a single family residential developed lot within the City is set at 2,750 square feet. This equates to one ERU. Both rates and SDCs are calculated as a function of ERUs meaning that each property's fee is calculated as follows: $\text{Measured Impervious Surface} / 2,750 \text{ Sq Ft.} = \# \text{ of ERUs}$. The number of ERUs is then multiplied by the unit rate to determine the service charge or SDC amount.

The number of ERUs currently connected to the City's system is 20,524 as established through the City's Stormwater Utility billing records. Based on growth projections of 1¼ % per year, the total number of ERUs in Wilsonville at the end of the forecast period will be 28,502. This reflects growth of 7,978 ERUs.

10.11 SDC STRUCTURE

Under ORS 223.297-.314, there are two elements to an SDC:

The **reimbursement fee** considers the cost of existing facilities, prior contributions by existing users of those facilities, the value of the unused/available capacity, and generally accepted ratemaking principles (see Table 10-13). The objective is that "future system users contribute no more than an equitable share to the cost of existing facilities." The calculation of the reimbursement fee is based on the original cost of stormwater system facilities identified in the City's fixed asset schedule. An original cost base better reflects the fact that most stormwater infrastructure is not mechanical in nature and prone to the same level of depreciation as are water and sewer systems. Any outstanding principal on debt for these facilities has been removed to more accurately reflect the actual investment made by the City and its stormwater customers. Accordingly, any grant funded facility costs were also removed from the reimbursement fee calculation.

Table 10-13
Stormwater Reimbursement SDC Components

City of Wilsonville Stormwater - System Development Charge Analysis Reimbursement Fee Calculation			
	Original Cost	(-) Accumulated Depreciation	(=) Book Value
Total SWM utility plant-in-service balance	\$ 41,276,993	\$ 21,118,799	\$ 20,158,194
less projects funded from:			
Grants	338,033	4,225	333,807
Contributed capital	6,278,174	407,217	5,870,957
System Development Charges	<u>275,937</u>	<u>15,536</u>	<u>260,401</u>
Total	6,892,144	426,979	6,465,165
Rate base funded utility plant-in-service balance	\$ 34,384,850	\$ 20,691,820	\$ 13,693,030
Total current and future ERUs			28,502
Calculated reimbursement fee			<u>\$ 480</u>

The **improvement fee** is based on the cost of planned future facilities that expand the stormwater system's capacity or increase its level of performance to accommodate growth. In developing an analysis of the improvement portion of the fee, each project in the City's capital improvement plan was reviewed to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. The improvement SDC is calculated as a function of the estimated number of additional ERUs to be served by the City's facilities over the planning period. There are two elements to the proposed improvement fee, water quality and water quantity. Table 10-14 shows the water quality improvements identified through the Stormwater Master Plan project and allocates these costs proportionally by including the total stormwater customer base in the allocation.

Table 10-14
Stormwater Quality Improvement SDC

City of Wilsonville Stormwater - System Development Charge Analysis Water Quality Improvement Fee Calculation		
Project Number	Location	Estimated Project Cost
LID1	Memorial Park Parking Lot Vegetated Swales (3)	203,148
LID3	SW Camelot Green Street Mid-Block Curb Extensions (2 extensions)	58,482
LID3	SW Camelot Green Street Mid-Block Curb Extensions (18 extensions)	526,338
LID7	SW Wilsonville Road Stormwater Planters	362,794
LID2	SW Hillman Green Street Stormwater Curb Extensions	<u>236,938</u>
	Total Low Impact Development Projects Cost	\$ 1,387,700
	Total Existing and Future ERUs (2012-2031)	28,502
	Unit Water Quality Improvement Fee	<u>\$ 49</u>

The second element of the improvement SDC is related to future stormwater projects which were individually evaluated as part of the master planning process in terms of growth vs. non growth related capacity allocation. The resulting growth related costs are allocated only to future ERU growth in the City's stormwater utility/system. These results are shown in Table 10-15.

**Table 10-15
Stormwater Quantity Improvement SDC**

City of Wilsonville Stormwater - System Development Charge Analysis Water Quantity Improvement Fee Calculation				
Project Number	Location	Estimated Project Cost	SDC Eligibility	
			Percent	Cost
Retrofit	Rivergreen Repair Project	285,000	NA	-
BC-7	Boeckman Creek Realignment	577,296	46%	265,556
Study ST-5	Low Impact Development Design Standards and Implementation Guide	57,000	NA	-
Study ST-8	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gages	45,488	NA	-
Study ST-9	Purchase InfoSWMM Model	18,240	NA	-
Study ST-6	Charbonneau Infrastructure Replacement Study	142,500	NA	-
BC-4	Gesellschaft Water Well Channel Restoration	135,774	0%	-
BC-8	Canyon Creek Estates Pipe Removal	129,504	24%	31,081
SD4208 & SD4209	Barber Street Pipe Replacement	213,196	11%	23,452
CLC-3	Commerce Circle Channel Restoration	564,071	98%	552,790
Study ST-1	Study to analyze area north of Elligsen Rd/East of I-5	57,000	NA	-
FP	Future Project Development and Implementation	285,000	NA	-
	<i>Subtotal - High Priority Projects -0-5 years</i>	\$ 2,510,067		\$ 872,878
BC-2	Boeckman Creek Outfall Rehabilitation	167,580	NA	-
BC-6	Multiple Detention Pipe Installation	2,419,380	18%	435,488
BC-5	Boeckman Creek Outfall Realignment	38,441	3%	1,153
BC-3	Cascade Loop Detention Pipe Installation	810,109	0%	-
BC-10	Memorial Park Stream and Wetland Enhancement	84,360	24%	20,246
BC-9	Memorial Drive Pathway and Storm Drain Repair	111,720	0%	-
CLC-2	SW Parkway Avenue Stream Restoration	279,420	9%	25,148
CLC-9	Jobsey Lane Culvert Replacement	115,028	7%	8,052
SD5707, 5709, 5714, 5719	SW Parkway Pipes Replacement	497,405	0%	-
Study ST-2	Advance Road School Site Study	57,000	NA	-
CLC-1	Detention/Wetland Enhancement near Tributary to Basalt Creek	3,516,900	98%	3,446,562
SD9038	French Prairie Road in NW Charbonneau Pipe Replacement	867,417	0%	-
SD9052	Curry Drive and French Prairie Road in NW Charbonneau Pipe Replacement	1,043,501	0%	-
FP	Future Project Development and Implementation	285,000	NA	-
	<i>Subtotal - Medium Priority Projects -5-10 years</i>	\$ 10,293,261		\$ 3,936,650
Study ST-4	Master Plan and Model Update	342,000	NA	-
Study ST-3	Survey of Open Channel Conveyance	57,000	NA	-
BC-1	Wiedeman Road Regional Stormwater Detention/Stream Enhancement	5,446,350	21%	1,143,734
CLC-4	Ridder Road Wetland Restoration	283,778	3%	8,513
CLC-5	Coffee Lake Creek Stream and Riparian Enhancement	339,844	5%	16,992
CLC-6	Coffee Lake Creek South Tributary Wetland Enlargement	490,286	39%	191,212
CLC-7	Coffee Lake Creek South Tributary Stream Restoration	496,114	19%	94,262
SD4021 & SD4022	Boberg Road Culvert Replacement	65,393	20%	13,079
CLC-8	Coffee Lake Creek Restoration	486,877	48%	233,701
Study ST-7	Boeckman Creek at Boeckman Road Stormwater Study	57,000	NA	-
SD4025 - SD4028	Boberg Road Pipe Replacement	733,590	12%	88,031
	<i>Subtotal - Low Priority Projects -10-15 years</i>	\$ 8,798,232		\$ 1,789,523
	Total All Priority Projects	\$ 21,601,960	31%	\$ 6,599,051
Total future capital expenditures incurred to serve future customers (2009-2025)				\$6,599,051
Estimated future ERUs added (2012-2031)				7.978
Calculated improvement fee SDC				\$ 827

Staff Report Addendum

Financial Impacts – City

As designed, the system development charge and user fee increases will provide the necessary resources to pay for improvements, repairs and maintenance of the stormwater system.

System Development: SDCs will increase from \$492 per equivalent dwelling unit to \$1,356. The increase will be phased in over three years. The additional revenue is collected for system improvements and includes projects such as Villebois school site, Commerce Circle improvements and Realignment of Boeckman Creek under Wilsonville Road Bridge.

Operating: Current monthly fees are \$3.72 and are proposed to be increased to \$5.60 over the next four years. The rates would initially increase to \$5.00 per month in July 2012 and then incremental increases each year thereafter. The increase is needed to pay for significant capital projects that will protect existing assets and include Rivergreen drainage and Realignment of Boeckman Creek under Wilsonville Road bridge. The rates will also pay for increasing maintenance costs that allow the system to operate as designed.

After 2016: Further rate increases are expected after 2016. As contained in the master plan and rate study, the rates could to nearly \$9.00 per month by 2020. The additional increases are needed for numerous capital improvement projects which must be paid from operating resources. However, the accompanying resolution only covers rate changes through 2016. A separate resolution will be brought forward at a later date to address the next future needs.

Financial Impacts – Rate Payers

Homeowners' monthly payment would initially increase \$1.38 (\$16.56/year) and 15 or 20 cents annually thereafter. Rates for nearby communities: Tualatin \$5.41; Sherwood \$12.77; Lake Oswego \$8.97; Portland \$22.37

Multifamily, commercial and industrial rates would increase by the same percentage as residential. The fee is based upon the amount of impervious area. Each 2750 square feet of impervious surface area is charged \$3.72/month at current rates.

CITY COUNCIL WORK SESSION INFORMATION ITEM

WWTP – DBO Owners Representative Contract Quarterly Report

Meeting Date: March 19, 2012
Report Date: March 05, 2012
Source of Item: Engineering

Contact: Eric Mende, Deputy City Engineer
Contact Telephone Number: 503-570-1538
Contact E-Mail: mende@ci.wilsonville.or.us

THERE IS NO RECOMMENDATION, THIS IS AN INFORMATION ITEM.

BACKGROUND

To assist the City in the development and implementation of the Design-Build-Operate concept for the Wastewater Treatment Plant Upgrades, the City relied heavily on expert advice provided by the Consulting Team of R.W. Beck Inc. and Brown and Caldwell. Four phases of Owners Representative services were originally identified. These included:


- Phase A: Development of the DBO Project Management approach, key technical criteria, DBO procurement strategy, and development of a Request for Qualifications;
- Phase B: Development of a Request For Proposal document, draft DBO service contract and technical appendices, and assistance with proposal evaluation and negotiations;
- Phase C: Monitoring of the contractual and technical compliance of the DBO Contractor during the Construction Phase of the project, including acceptance testing; and
- Phase D: Ongoing support related to plant performance.

Phases A and B are complete. The Phase C Professional Services Agreement was approved by Council in November 2011. One of the Tasks under Phase C is a Quarterly Report to the Wilsonville City Council pertaining to the performance of the DBO Contractor – CH2M-Hill. Tonight is the first of these quarterly reports.

R.W. Beck subsequently merged/was purchased by SAIC Corporation. Representatives from SAIC and Brown and Caldwell, who have been with the project through Phases A, B, and C, will provide a briefing to Council, and answer any questions that arise. The formal Quarterly Report is attached.

ATTACHMENTS

Project Performance Report – September 2011 through February 2012



Project Performance Report for
Wastewater Treatment Plant
Improvements Design-Build-Operate
Project #2082 – September 2011
through February 2012

City of Wilsonville

March 5, 2012

SAIC[®]

Project Performance Report for
Wastewater Treatment Plant
Improvements Design-Build-Operate
Project #2082 – September 2011
through February 2012

City of Wilsonville

March 5, 2012

SAIC[®]

This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations and recommendations contained herein attributed to SAIC constitute the opinions of SAIC. To the extent that statements, information and opinions provided by the client or others have been used in the preparation of this report, SAIC has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. SAIC makes no certification and gives no assurances except as explicitly set forth in this report.

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**Project Performance Report for WWTP Improvements
Design-Build-Operate Project #2082 –
September 2011 through February 2012
City of Wilsonville**

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Project Performance Report – September 2011 through February 2012

This Project Performance Report summarizes the performance of CH2M HILL Engineers, Inc., (the Company) from September 2011 through the February 2012 relative to the Company's execution of the Design-Build Work in compliance with the Design-Build-Operate Agreement (DBO Agreement) for the City of Wilsonville Wastewater Treatment Plant (WWTP) Improvement DBO Project #2082. This report summarizes completed, current and planned activities as well as changes to the DBO Agreement. The majority of the design work was completed during this time period, and applications for several Governmental Approvals were prepared and submitted. No major deviations from compliance with the DBO Agreement have been identified.

Included with this report is a CD containing the project files maintained by SAIC for the City's use.

1.1 Project Participants and Project Summary

DBO Company: CH2M HILL Engineers, Inc.
Design-Build Manager: Robert Pieper

Owner: City of Wilsonville
Project Manager: Eric Mende, Deputy City Engineer

Owner's Representative: SAIC Energy, Environment & Infrastructure, LLC
Project Manager: Jessica Guerrette
Brown and Caldwell
Project Manager: Art Molseed

The DBO Agreement was executed between the City and CH2M HILL Engineers, Inc., on July 22, 2011. The scope of the DBO Agreement includes permitting, operation, maintenance, repair and replacement of the existing and upgraded WWTP and the Lift Stations, as well as some additional ancillary services. This report focuses on the Design-Build Work which generally includes permitting, designing, constructing, start-up, commissioning and ensuring passage of an Acceptance Test for Wastewater System Capital Improvements to increase the average dry weather flow capacity of the plant from 2.25 million gallons per day (mgd) to 4 mgd, with accommodations for future expansion up to 7 mgd. The Project began in September 2011 and is projected to end with the acceptance of the Wastewater System Capital Improvements by the City and Project closeout in March 2014.

1.2 Company's Schedule and Design-Build Price Budget Status

The design level of completion as of February 29, 2012 is approximately 95 percent. The design work completed to date has been on schedule and within budget. However, there were several significant aspects of the design in the 95 percent design submittal that should be further defined or clarified in the final design submittal which will be received in March. These design items include:

- Plumbing issues including priming of floor drains and exposure of area drains
- Fire alarm system design including water flow alarms and audible alarms
- Compaction testing requirements
- Equipment control strategies including ultraviolet (UV) disinfection
- DEQ equipment redundancy requirements for UV disinfection
- Routing and configuration of selected elements of civil site piping design
- Hydraulic control and flow distribution
- Selected elements of the stormwater design
- Detailing of selected elements of the structural design
- Configuration of influent raw sewage piping
- Process safety requirements of the biosolids dryer and dried product handling system
- Cooling tower pump hydraulics
- Selected elements of the electrical and instrumentation and control systems

Table 1 summarizes the current status of the Design-Build Price (see also Section 1.5.1 Change Orders), pay requests made by the Company, and the amount paid out by the City to date.

Table 1
Summary of Design-Build Price and Company's Pay Requests

Original Design-Build Price	\$35,707,414.00
Change Order amounts	(\$8,000.00)
Current Design-Build Price	\$35,699,414.00
Pay Requests as of February 29, 2012	\$4,094,508.70
Paid to Date	\$4,094,508.70

An abbreviated version of the Company's latest Design-Build Work schedule is included as Attachment A. The full master Design-Build Work Schedule is 28 pages long and has not been included for brevity.

1.3 Work Completed

1.3.1 Meetings and Workshops

Table 2 lists the meetings and workshops that have been held with the City, the Company, and the Owner’s Representative including weekly design review meetings; monthly construction meetings; design submittal review workshops; and design and construction chartering meetings. These meetings are documented in meeting minutes and/or Monthly Progress Reports, submitted by the Company to the City. In addition, the Owner’s Representative has maintained a spreadsheet table summarizing all technical and design decisions and changes made during these weekly meetings and indicating when these decisions and/or changes became a DBO Agreement Amendment, Change Order or Contract Administration Memorandum. This spreadsheet table and other meeting documentation are included on the attached CD.

Table 2
Meetings and Workshops

Meeting Type	Date
Design Chartering Meeting	August 31, 2011
Weekly Design Review Meeting	September 8, 2011
Weekly Design Review Meeting	September 15, 2011
30% design review workshop	September 29, 2011
Weekly Design Review Meeting	October 6, 2011
Weekly Design Review Meeting	October 13, 2011
Weekly Design Review Meeting	October 20, 2011
Monthly Construction Meeting	October 27, 2011
Weekly Design Review Meeting	November 3, 2011
Weekly Design Review Meeting	November 10, 2011
Monthly Construction Meeting	December 1, 2011
60% design review workshop	December 1, 2011
Weekly Design Review Meeting	December 8, 2011
Weekly Design Review Meeting	December 15, 2011
Weekly Design Review Meeting	December 20, 2011
Weekly Design Review Meeting	January 5, 2012
Monthly Construction Meeting	January 12, 2012
95% design review workshop	January 26, 2012
Construction Chartering Meeting	February 22, 2012
Monthly Construction Meeting	February 23, 2012

One additional meeting was held on February 9, 2012, to begin discussing the Company’s Acceptance Testing Plan. The Company’s preliminary Hydraulic Test Plan was presented.

In addition, the Company has conducted two Health Safety Security Environment (HSSE) Training at the WWTP site for Company, City and Owner's Representative staff who plan to be on the WWTP site at any time during construction.

1.3.2 Deliverables

The Company has submitted the following contractual deliverables for review by City and Owner's Representative:

- 30 percent design documents submitted (September 19, 2011)
- 60 percent design documents submitted (November 16, 2011)
- 95 percent design documents submitted (January 17, 2012)
- Design-Build Work Schedule (draft and updates)
- Design Submittal Protocol (draft and final)
- Submittal Plan (draft and updates)
- Construction Plan (draft and update)
- Quality Management Plan (draft and final)
- Stormwater Management Plan (draft)

1.3.3 Other Activities and Design Issues

As part of the 30 percent design submittal, the Company submitted the following technical memos on design issues that have been discussed with the City and the Owner's Representative:

1. Project Summary
2. Basis of Design – Process and Facilities Overview
 - Attachment 1 – NPDES Permit
 - Attachment 2 – Mass Balances
3. Plant Hydraulics
4. Preliminary Treatment
5. Aeration Basins, RAS Stabilization Basins, and Process Blowers
6. Secondary Clarifier, RAS/WAS Pumping
7. Tertiary Filtration and Cooling
 - Attachment 1 – Cooling Equipment Process Flow Diagram
 - Attachment 2 – Cooling System Performance Analysis
8. Disinfection and Outfall
9. Solids Handling – WAS Storage, Thickening, Dewatering and Drying
10. Odor Control

11. Architectural
12. Structural Design Criteria
13. Mechanical Design Criteria
14. HVAC/Plumbing/Plant Drain Design Criteria
15. Electrical Design Criteria
16. Instrumentation and Control
17. Materials and Corrosion Control
18. Geotechnical Conditions

Attachment – GeoDesign, Inc. 2009 Geotechnical Report

19. Site Work
20. Landscaping
21. Construction Sequence

Additional technical memoranda submitted subsequent to the 30 percent design, and also reviewed and discussed with the City and Owner's Representative at weekly design meetings included:

- WAS Flow Control Sizing and Design Approach, October 6, 2011
- Network Communications, November 1, 2011
- Utilization of Existing Pumps and Drives, November 10, 2011
- SCADA Public Works Remote Access Proposal, November 29, 2011, revised January 5, 2012
- Aluminum Conductors for Large Feeders, December 7, 2011

The Company has reviewed and commented on the City's proposed special inspection contract which will be executed between the Owner's Representative and the special inspection company.

The Company prepared an easement request for ODOT which is needed for the outfall work. ODOT will likely issue a permit for this outfall modification rather than an easement.

The Company selected Wildish Building Company as the prime construction contractor. This is documented in CAM -013 (see Attachment E).

The Construction Date Conditions were verified and the binder was signed by the Company and the City on February 29, 2012.

1.4 Permitting (Governmental Approvals)

Attachment B lists all of the permits (Governmental Approvals) that have been identified for the Project construction. The status of each permit is given. The following permits have been obtained/issued/approved:

The following approvals have been issued to date:

- Development Review Board Decision and Resolution No. 221 – dated December 1, 2011 – granting approval on request for a Stage 1 Preliminary Plan and waiver, Conditional Use Permit for Phases I and II, Willamette River Greenway Conditional Use Permit, Site Design Review (Phase I), and a Type ‘C’ Tree Plan to upgrade the WWTP
- DEQ Predesign Report Approval (with comments) – dated December 22, 2011
- NPDES Stormwater Discharge Permit – dated December 27, 2011
- Grading and Erosion Control Permit – dated January 27, 2012
- 1200-CN – dated January 27, 2012

The following applications have been submitted to the appropriate agency and are pending review and approval:

- Joint Permit Application - DSL Removal/Fill Permit application for outfall work – decision expected March 8, 2012
- Early Building Permit - Flow Control Structure
- Early Building Permit – Plant Drain Pump Station
- Early Building Permit – Secondary Process Facility
- Demolition Permit
- Tree Removal Permit

An issue arose during the 60 percent design review workshop regarding the need for sprinklers to be included in the Dewatering and Drying (D&D) building. After extensive discussions with the Company, City staff and the Owner’s Representative, the City’s Building Official concluded that the classification of the building dictates that a sprinkler system is required and therefore must be installed as part of the Design-Build Work. As this is an issue of code interpretation, the City rejected a request by the Company to share the cost of this requirement.

1.5 Changes and Clarifications to the DBO Agreement

There are three mechanisms used for changes or clarifications to the DBO Agreement related to the Design-Build Work. A DBO Agreement Amendment (DAA) is a written amendment to the DBO Agreement which is duly authorized, approved or ratified by the City (as and to the extent required by Applicable Law) and duly authorized by the Company.

A Change Orders (CO) is a type of DAA which specifically is a written order issued by the City and agreed to in writing by the Company making a Design and Construction Requirement Change, whether made at Company request, due to Uncontrollable Circumstances, as a result of a term or condition imposed by a Governmental Body, or at the direction of the City. COs are generally used to make a Fixed Design-Build Price Adjustment, an adjustment to the Scheduled Acceptance

Date or other change to the Technical Specifications relating to the Design-Build Work.

A Contract Administration Memorandum is the principal formal tool for the administration of routine matters arising under the DBO Agreement between the parties that do not require a DBO Agreement Amendment (see subsection 17.4(B) (Contract Administration Memoranda) of the DBO Agreement for more information).

1.5.1 DBO Agreement Amendments

Attachment C lists the DAA initiated to date, along with a brief description and indication of its current status as of the date of this report.

1.5.2 Change Orders

Attachment D lists the COs that have been initiated to date, along with a brief description and indication of the current status of each CO as of the date of this report. Executed CO-005 has an associated cost, which lowered the Fixed Design-Build Price by \$8,000 as shown on the table. This resulted from the deletion of the Design and Construction Requirement for redundant communication at the Lift Stations as well as the elimination of redundant communication with process automation controller components at the WWTP. All of the executed COs are included on the attached CD.

The draft CO-001 is expected to be revised and resubmitted by the Company to reflect all of the significant changes made to the Secondary Technical Criteria during design. Following recent negotiations with the City on cost estimates, the Company is currently preparing four additional Change Orders for City review which generally include:

1. Water line bypass – Bypass around the City water meter at reuse pump station.
2. Sewage influent line – Upsize and reroute the existing 15-inch-diameter influent sewage line to 18-inch-diameter.
3. Sidewalk – Add sidewalk around Dewatering and Dryer (D&D) building and change access at Headworks to stairs.
4. Ventilation in D&D and Gallery Buildings – Uncontrollable Circumstance due to Change in Law – National Fire Protection Association (NFPA) 820 Change in Air Changes per Hour (ACH) for WWTP rooms.
5. Administration Building – Addition of automatic fire alarms and smoke detectors.

1.5.3 Contract Administration Memoranda

Attachment E lists the CAMs that have been initiated to date, along with a brief description and indication of the current status of each CAM as of the date of this report. All of the executed CAMs are included on the attached CD.

1.6 Schedule

1.6.1 Current and Ongoing Activities

- Final design work
- HSSE Safety Training for anyone who plans to be on the WWTP site during construction
- Additional permitting activities (see Attachment B)
- Mobilization activities at the WWTP site
- Development of draft Acceptance Test Plan and Hydraulic Test Plan
- Development of additional COs identified in Section 1.5.2

1.6.2 Unresolved Issues

One unresolved issue related to the design work is that the Company is waiting for the City to determine which of the three remote access options for SCADA presented in the January 23, 2012 memorandum is preferred.

1.6.3 Planned Activities

- | | |
|---|----------------|
| ▪ Final Design Documents | March 12, 2012 |
| ▪ Further refinements to the Company's planned construction sequencing | Ongoing |
| ▪ Long lead time procurement items to be ordered | Ongoing |
| ▪ Establishment of Construction Date and start of construction activities | TBD |
| ▪ Groundbreaking Ceremony | March 19, 2012 |
| ▪ Monthly Construction Meeting | March 22, 2012 |

Initial construction activities will include tree removal and grading, yard piping changes, and demolition of the existing primary clarifiers.

Attachment A
DESIGN-BUILD WORK SCHEDULE

Attachment B
STATUS OF GOVERNMENTAL APPROVALS

DBO Agreement for WWTP Improvements
 City of Wilsonville, Oregon
 Status of Governmental Approvals

Updated: 2/14/2012

Permitting Agency	Permit or Approval	Anticipated Submittal Date	Submittal Date	Status	Authorization Date
City of Wilsonville Land Use Approvals					
Land Use Approvals					
	Site Design Review		9/30/2011	Approved w/ Conditions	11/28/2011
	Conditional Use Permit - Government Buildings in RA-H Zone		9/30/2011	Approved w/ Conditions	11/28/2011
	Conditional Use Permit - Willamette River Greenway Development		9/30/2011	Approved w/ Conditions	11/28/2011
	Stage I Master Plan		9/30/2011	Approved w/ Conditions	11/28/2011
	Type C Tree Removal Plan		9/30/2011	Approved w/ Conditions	11/28/2011
	Waiver for Street Improvement Standards: Sidewalks		9/30/2011	Approved w/ Conditions	11/28/2011
	Type C Tree Removal Permit		2/7/2012	Submitted	
Building Permits					
	Grading & Erosion Control Permit		1/24/2012	Approved	1/27/2012
	Demolition Permit		2/7/2012	Submitted	
	40 - Secondary Process Facility		2/7/2012	Submitted	
	53 - Flow Control Structure		2/7/2012	Submitted	
	07 - Plant Drain Pump Station		2/7/2012	Submitted	
	10 - Headworks	4/4/2012			
	78 - Drying & Dewatering Building	4/4/2012			
	82 - Sludge Storage Basins & Biofilters	4/4/2012			
	55 - Cooling Towers	4/4/2012			
	70 - UV Disinfection Channel	6/20/2012			
	60 - Disk Filters	6/20/2012			
	50 - Secondary Clarifier No. 3	6/20/2012			
Mechanical Permits					
	10 - Headworks	6/20/2012			
	40 - Secondary Process Facility	4/2/2012			
	78 - Drying & Dewatering Building	6/20/2012			
Plumbing Permits					
	Site	4/2/2012			
	10 - Headworks	6/20/2012			
	40 - Secondary Process Facility	4/2/2012			
	78 - Drying & Dewatering Building	6/20/2012			
Other					
	1200-CN			Approved	1/27/2012
	Public Works Permit	2/29/2012			
Clackamas County					
Electrical Permits					
	Site Electrical/40 - Secondary Process Facility	3/7/2012			
	07 - Plant Drain Pump Station	4/2/2012			
	78 - Drying & Dewatering Building	4/2/2012			
	53 - Flow Control Structure	5/16/2012			
	55 - Cooling Towers	5/16/2012			
	82 - Sludge Storage Basins & Biofilters	5/16/2012			
	10 - Headworks	6/20/2012			
	50 - Secondary Clarifier No. 3	6/20/2012			
	60 - Disk Filters	6/20/2012			
	70 - UV Disinfection Channel	6/20/2012			
State Permits					
Oregon Department of State Lands					
	Joint Permit Application: Removal Fill		11/8/2011	submitted; public comment period closed - no comments; estimated approval date: 3/8/12	
Oregon Department of Environmental Quality					
	NPDES Stormwater Discharge Permit			submitted by city of Wilsonville	12/27/2011
	Air Contaminant Discharge Permit	4/4/2012			
	Pre-design Report		10/25/2011	Approved with Comments	12/22/2011

Attachment C
STATUS OF DBO AGREEMENT AMENDMENTS

DBO Agreement for WWTP Improvements
 City of Wilsonville, Oregon
 Status of DBO Agreement Amendments (DAAs)

Updated: 3/2/2012

Approved/Complete
 Rejected or Deleted
 BIC = Ball in Court
 APP/CLO = Approved/Closed

CO No.	Tracking No.	Name	Contract Reference	Description	Initiation Date	BIC	Status/Comments	Change to Operating Charge	Date Complete
1	NA	CPI and ECI Adjustment Factors	Article IX, subsections 9.3(C) and (D)	CPI and ECI Adjustment Factors shall be based on the average of the 12-month CPI or ECI values occurring in the calendar year (rather than Contract Year) preceding the Contract Year.	1/12/2012	CITY	Approved. Signed by Bob and forwarded to the City for signature on 3/2/12.	\$0.00	

Original Contract Year Operating Charge Prior to Acceptance Date:	\$1,395,605.00
Total Change to Operating Charge:	\$0.00
Revised Contract Year Operating Charge Prior to Acceptance Date:	\$1,395,605.00

Attachment D
STATUS OF CHANGE ORDERS

DBO Agreement for WWTP Improvements
 City of Wilsonville, Oregon
 Status of Change Orders (COs)

Updated: 3/2/2012

Approved/Complete
 Rejected or Deleted
 BIC = Ball in Court
 APP/CLO = Approved/Closed

CO No.	Tracking No.	Type (A, B, C, D) ⁽¹⁾	Name	Contract Reference	Description	Initiation Date	BIC	Status/Comments	Change to DBO Price	Date Complete
1	13	A	WAS pumps	Appendix 4, Section 4.1.1	Substitution of a flow control valve for (2) contract mandated WAS pumps.	11/2/2011	CH2M	City approves the substitution but has requested a cost estimate from CH for this change. CH2M to modify change order to include numerous other changes to Design and Construction Requirements.	?	
2	15	A	Lighting Ballast	Appendix 4, Section 4.4.15	CH proposes the use of T5HO light ballast in lieu of T8 due to better lighting in high bay applications, less maintenance, superior technology and smaller footprint	11/2/2011	APP/CLO	Executed.	\$0.00	12/20/2011
3	16	C	Electrical Room Temperatures	Appendix 4, Section 4.4.13	Oregon Energy Efficiency Specialty Code that says a room should be designed to 75 degrees for cooling	11/2/2011	APP/CLO	Executed.	\$0.00	12/20/2011
4	14	A	Oregon Energy Code - Grout	Appendix 4, Section 4.4.11	Requires building to be insulated. CH proposes filling 1/2 of block cells with insulation in lieu of being grouted. Must be able to meet seismic criteria	11/2/2011	APP/CLO	Executed.	\$0.00	12/20/2011
5	42	A	Redundant Network Communications	Appendix 4, page 4-32 (first sent of third paragraph)	Redundant communication is not necessary at the Lift Stations.	12/6/2011	APP/CLO	Executed.	-\$8,000.00	12/20/2011
6	50	A	Grit Cyclones	Appendix 4, Section 4.1.1, page 4-2	Correct typo that calls for 2 grit cyclone-classifiers only 1 is required.	12/8/2011	APP/CLO	Executed.	\$0.00	12/21/2011
7	NA	D	CPI and ECI Adjustment Factors	Article IX, subsections 9.3(C) and (D)	CPI and ECI Adjustment Factors shall be based on the average of the 12-month CPI or ECI values occurring in the calendar year (rather than Contract Year) preceding the Contract Year.	1/12/2012	CITY	CLOSED. Turned into DBO Agreement Amendment No. 1	\$0.00	NA
8	NA	D	Electrical Construction Materials	Appendix 4, Section 4.4.15, pages 4-26 and 4-27	Sections modified to reflect the actual CH2M HILL design and also to clarify use of Type BX cables	2/8/2012	CITY	Approved. Signed by Bob and forwarded to the City for signature on 3/1/12.	\$0.00	
9			New City Water Meter				CH2M			
10			18in WWTP Influent Sewer Line				CH2M			
11			Additional Sidewalk around D&D Building				CH2M			
12			Ventilation Uncontrollable Circumstance (UC)				CH2M			
13			Fire Alarm System in Ops Bldg				CH2M			

(1) Types of Change Orders:
 A - Changes Made at Company Request
 B - Changes Made due to Uncontrollable Circumstances
 C - Changes Required by Governmental Bodies
 D - Changes Required by the City

Original Contracted Design-Build Price:	\$35,707,414.00
Total Change to Design-Build Price:	-\$8,000.00
Revised Contract Amount:	\$35,699,414.00

Attachment E
STATUS OF CONTRACT ADMINISTRATION MEMORANDA

DBO Agreement for WWTP Improvements
 City of Wilsonville, Oregon
 Status of Contract Administration Memorandums (CAM)
 Updated: 3/2/2012

Approved/Complete
 Rejected or Deleted to become a CC
 BIC = Ball in Court
 APP/CLO = Approved/Closed

CAM No.	Tracking No.	Name	Contract Reference	Description	Initiation Date	BIC	Status/Comments	Date Complete
1	1	Permitting	Appendix 6, Table 6-1	Modification of Table 6-1 to delete responsibility for certain permits	10/31/2011	REJECTED	The City rejects this CAM as unnecessary. DBO Contractor is responsible for identifying and obtaining all required permits and it's not necessary to update Table 6-1 to reflect the current list of permits.	12/8/2011
2	2	Special Inspections/Testing	Section 10.3; Appendix 5, Section 5.3.3; Appendix 7, Section 7.5.4	DBO Agreement is silent on who pays for special inspections to the extent such inspections are required.	10/31/2011	APP/CLO	Executed.	2/1/2012
3	3	Power City	Section 17.11 (B)	CH2M HILL requests approval from the City to engage Power City, who will provide Contract Services valued in excess of \$50,000	9/2/2011	APP/CLO	Executed.	9/27/2011
4	4	Use of existing T-1 telephone line	-	Company is required to provide all temporary and permanent Utilities needed in order to perform the Design-Build Work and the Management Services, including but not limited to providing telephone lines	9/1/2011	APP/CLO	Executed.	9/27/2011
5	5	Rolling Stock		Rolling Stock and Mobile Equipment needs to be modified to include the addition of tractor and current values for equipment where no value is stated	10/31/2011	APP/CLO	Executed.	2/1/2012
6	6	WWTP Site Plan for Expansion to 7 mgd	Appendix 6, Section 6.4.1	Deletes the requirement for the Pre-Design Report submittal to include equipment data sheets related to the 7 mgd expansion	9/29/2011	APP/CLO	Executed.	2/1/2012
7	14	Oregon Energy Code	Appendix 4, Article 4.4.11	Requires building to be insulated. CH proposes filling 1/2 of block cells with insulation in lieu of being grouted. Must be able to meet category 3 seismic	11/2/2011	APP/CLO	CLOSED. Turned into COR-004 on 11/3/2011	11/3/2011
8	15	Lighting Ballast	Appendix 4, Article 4.4.15	CH proposes the use of T5HO light ballast in lieu of T8 due to better lighting in high bay applications, less maintenance, superior technology and smaller footprint	11/2/2011	APP/CLO	CLOSED. Turned into COR-002 on 11/3/2011	11/3/2011
9	16	Electrical Room Temperatures	Appendix 4, Article 4.4.12	Oregon Energy Efficiency Specialty Code that says a room should be designed to 75 degrees for cooling	11/2/2011	APP/CLO	CLOSED. Turned into COR-003 on 11/3/2011	11/3/2011
10	7	Greenworks	Section 17.11 (B)	CH2M HILL requests approval from the City to engage Green Works, who will provide Contract Services valued in excess of \$50,000	9/20/2011	APP/CLO	Executed.	9/27/2011
11	NA	E-coli Liquidated Damages	Appendix 3, Tables 3-1 through 3-4 and 3-9	Clarification of trigger for permit violation and liquidated damages for E-Coli samples.	1/6/2012	APP/CLO	Executed.	2/1/2012
12	NA	Wildish	Section 17.11 (B)	CH2M HILL requests approval from the City to engage Wildish, who will provide Contract Services valued in excess of \$50,000	1/25/2012	APP/CLO	Executed.	2/10/2012
13	NA	MG Land Improvements Company	Section 17.11 (B)	CH2M HILL requests approval from the City to engage MG Land Improvements Company, who will provide Contract Services valued in excess of \$50,000	2/20/2012	APP/CLO	Executed.	2/23/2012

CITY COUNCIL WORKSESSION INFORMATION ITEM

Water System Master Plan Update

Meeting Date: March 19, 2011
Report Date: March 06, 2011
Source of Item: Engineering

Contact: Eric Mende, Deputy City Engineer
Contact Telephone Number: 503-570-1538
Contact E-Mail: mende@ci.wilsonville.or.us

THERE IS NO RECOMMENDATION, THIS IS AN INFORMATION ITEM.

BACKGROUND

Council approved a \$207,000 contract with Keller Associates for completion of a Water System Master Plan on February 7, 2011. The purpose of the Master Plan is to document the current condition and demand of the Water System, predict future demand, and evaluate the cost and timing of necessary operational, maintenance, and capital improvements over the next twenty years. The current plan is a major revision and update to the 2002 Water System Master Plan, which was completed before the Willamette River Water Treatment Plant began operation.

The Draft Master Plan (Task 1) was submitted by the consultants for initial internal review on February 27, 2012. The Draft Executive Summary is attached.

Staff introduced the Master Plan and presented the Executive Summary to Planning Commission at a Work Session on March 14, 2012. A similar briefing to City Council will be presented March 19, 2012. The City's Project Manager will discuss the findings of the Master Plan, and brief Council on the input received from the Planning Commission as to the timing of Public Input (e.g., Open House and/or meetings). The target date for a formal Planning Commission Hearing is May 09, 2012, with consideration by Council in June or July of 2012.

KEY FINDINGS

- Improvements to Wilsonville's water billing database since the year 2000 allowed the consultant to document actual water usage for 85% of current water demands. This had not been done previously and allowed much greater accuracy in estimating future demands.
- Comparing current (2010) data to the estimated 2010 usage from the 2002 Master Plan showed that the 2002 Master Plan overestimated residential and commercial/industrial demand by approximately 107% and approximately 120% respectively. Interestingly, population estimates were within 5%.
- Annual water demand has been dropping since a 2007 peak of 3.16 MGD. The 2010 Average was 2.82 MGD.
- Pump Tests of the City's eight wells showed only one well (one of the Charbonneau wells) achieved sustainable yields at their rated (water right) capacities. None of the wells have been used for day-to-day water supply since the Water Treatment Plant came on-line in 2002.

- The Charbonneau storage reservoir and wells provide “extra” emergency capacity to the rest of the system, rather than vice versa, as previously thought. What this means is that under stand-alone emergency conditions, the Charbonneau facilities are fully capable of providing the water demands of the Charbonneau area by themselves, however, the amount of future tankage needed for the rest of the City will be slightly higher than previously calculated.
- Based on the current analysis, estimated “unaccounted for” water (the difference between produced water and billed water) is approximately 15% - 17%. Industry standard is 10%. The likely cause appears to be in meter discrepancies rather than major leaks or unmetered taps.
- No major pressure or volume deficiencies were identified. Some older, smaller lines do need replacement to meet fire flow requirements.

POLICY ISSUES

- The methodology used to calculate future water demand does not meet Metro methodology for estimating growth in employment and population, but does not need to do so to meet Comprehensive Plan criteria. In the Master Plan, future water demands are based on estimated growth in households (for residential demand) and estimated growth in developed acreage (for commercial / industrial demand) instead of Metro estimates of population and employment.
- To reduce estimated future storage needs (i.e., new water tanks) some (but not all) of the existing wells have been assumed to provide emergency water supply to the system. However, all wells need improvements (i.e., capital spending) in order to function as a reliable emergency supply.
- For emergency supply calculations with the treatment plant off-line, water supply to the City of Sherwood is assumed to be zero.
- All of the above issues tend to reduce the long range Capital Improvement estimate for the Water System. A lower Capital Improvement Estimate will reduce SDC and User Fee calculations contained in a revised Rate Study – to be performed subsequent to this Master Plan.

NEXT STEPS

- Schedule Open House
- Determine scope/schedule of other public meetings
- Revised Draft (Rev. 2) for internal review

ATTACHMENTS

Draft Executive Summary

Water System Master Plan

Executive Summary



KELLER
associates

ES.0 EXECUTIVE SUMMARY

Keller Associates, Inc. was commissioned in 2011 to complete a Water System Master Plan that would update the 2002 plan. This section summarizes the major findings of the updated master plan, including brief discussions of water system asset conditions and deficiencies and recommendations for improvements to the water distribution system.

ES.1 DESIGN CONDITIONS

ES.1.1 Demographics

The study area includes the area within the existing Urban Growth Boundary, plus portions of Clackamas and Washington County Urban Reserve Areas (URAs) expected to be incorporated into Wilsonville. These URAs include Area 6 and Area 7 identified in the 20-Year Look (2008). The study area is intended to coincide with the ongoing Transportation System Plan update.

Based on an evaluation of population projections from various sources, an annual residential growth rate of 2.9% was assumed. Both single family and multi-family dwelling units were assumed to grow at this rate until build-out of their respective parts of the study area.

For nonresidential development, the number of employees in the study area was projected (per previous planning studies) to double over a 20-year period. This equates to an annual average nonresidential growth rate of 3.5%. In addition, three future large users were assumed.

ES.1.2 Water Demand

Water production data from 2005 to 2009 was used to establish water demand patterns (due to current economic conditions, 2010 was not considered representative of normal usage). Table ES.1 shows the values used to estimate future demands.

TABLE ES.1 – Water Demands by User Type

	Single Family	Multi-Family	Commercial	Industrial
Average Annual Demand				
GPM/Household	247	162	-	-
GPM/Acre	-	-	1.93	0.56
Max Day Demand				
GPM/Household	606	283	-	-
GPM/Acre	-	-	3.3	0.84

For build-out, industrial demands were increased by an additional 25 percent to reflect redevelopment, additional infill, and higher water users within existing structures. Three large future industries (one at 0.5 mgd, and two at 0.25 mgd) were also included in future water usage projections.

The existing treatment plant and Wilsonville transmission and system will also provide supplemental potable water supply to the City of Sherwood.

Table ES.2 summarizes the future demands for residential and nonresidential users, future industry, and supplemental supply for the City of Sherwood. A peaking factor of 1.7 (peak hour/peak day) was used to determine peak hourly demands.

TABLE ES.2 – Future Water System Demands

Scenario	2010	2015	2020	2025	2030	Build-out
Population	19,525	22,525	25,986	29,979	34,585	52,400
Households	7,873	9,083	10,478	12,088	13,946	21,129
RESIDENTIAL						
Average, mgd	1.70	1.96	2.26	2.60	3.00	4.21
Peak Day, mgd	3.62	4.17	4.82	5.56	6.41	8.74
Peak Hour, mgd	6.16	7.10	8.19	9.45	10.9	14.86
NONRESIDENTIAL						
Average, mgd	1.50	1.79	2.12	2.52	2.99	3.09
Peak Day, mgd	3.08	3.66	4.35	5.16	6.13	6.35
Peak Hour, mgd	5.24	6.23	7.40	8.79	10.4	10.80
OTHER MISCELLANEOUS						
3 Future Large Industries	0.00	0.50	0.75	1.00	1.00	1.00
Sherwood	0.00	5.00	5.00	10.0	10.0	20.0
TOTAL SYSTEM						
Average, mgd	3.20	9.24	10.1	16.1	17.0	28.3
Peak Day, mgd	6.70	13.3	14.9	21.7	22.5	36.1
Peak Hour, mgd	11.4	18.8	21.3	29.2	32.3	46.7

ES.2 WATER SYSTEM EVALUATION

The City of Wilsonville's primary supply comes from the Willamette River. A state-of-the-art treatment plant produces high-quality finished water that is pumped into a 63-inch transmission pipeline and conveyed to the City's distribution system through three delivery points ("turnouts"). The system also includes four storage reservoirs, two booster stations, over 107 miles of distribution pipeline, three pressure zones, and eight wells.

ES.2.1 Storage

The City's four existing storage reservoirs provide 7.6 million gallons (MG) of effective storage. With an additional 1.1 MG available in the treatment plant clearwell, the system provides a total of 8.7 MG effective storage. Storage in a water system is provided for operational flexibility, to meet peak demands in excess of the source capacity, for fire flows, and for emergency conditions. Based on a worst case scenario (no backup wells to supplement storage water during a two-day emergency event), the total storage required is anticipated to increase from 9 MG to almost 18 MG by 2030.

The City is proceeding with an initial 3.0 MG storage reservoir near the intersection of Tooze and Baker Road. This reservoir will provide sufficient storage for the City's needs provided that the City continues to maintain the majority of the existing backup wells (i.e. all but Nike and Canyon Creek wells) to offset emergency storage needs.

ES.2.2 Pumping

The Charbonneau Booster Station and the B-to-C Booster Station are currently the only two pumping facilities in the distribution system. The Charbonneau Booster Station runs only periodically because the Charbonneau District can usually receive needed flows and pressures through the connection to the main distribution system (Zone B). The B-to-C Booster Station works together with the C Level Reservoir to meet the pressure and flow needs of the C Level pressure zone. No additional booster pumping is required, but several upgrades to the existing booster stations are recommended.

ES.2.3 Distribution System

The distribution system was evaluated in terms of physical condition, water pressure, and capability to provide fire flows.

Physical Condition

Most of the pipe materials are ductile iron or cast iron, which can have a life of 75-100 years in non-aggressive soil environments. However, recurring problems have been reported with some cast iron pipe – particularly those sections installed in the 1970s (approximately 32,800 feet of pipeline). These problematic pipeline sections are recommended for replacement within the next 20 years. In addition, small diameter steel and concrete pipe sections may need to be replaced, since these pipe materials are generally in poorer condition. Replacement of 34,500 feet of pipe over the next 20 years is recommended; this would involve replacing an average of 1,725 feet of pipe per year.

In addition to the pipeline sections that need to be replaced, the City has identified 40 fire hydrants that need replacing. Hydrant and pipeline replacement projects should be coordinated with each other and with planned street repairs wherever possible to minimize costs. Replacements should also be coordinated with the Tualatin Valley Fire and Rescue.

Keller Associates recommends that the City continue their meter testing and replacement program, and expand the residential meter testing program to include a representative sample (100+) each year.

Fire Flows

Based on water system modeling, there are about 55 locations in the system that cannot currently meet the established fire flow standard (1500 gpm residential, 3000 gpm commercial/industrial).

Pressure

Water system modeling shows that much of the water system will typically experience water pressure greater than 80 psi. In these areas, individual pressure regulators are recommended for all connections. Where mainline pressures will be more than 120 psi, special piping is recommended. There are also some areas of low pressure in the northern portion of the system. While none of the areas are less than 40 psi, these may be areas the operations crew should monitor as the system continues to evolve.

Other Issues

Other system vulnerabilities and inefficiencies were found while evaluating the existing water system. Improvements were recommended to address these issues.

One of the vulnerabilities discovered in Wilsonville's system was single line connections to large parts of the system. In the event that the single line were to rupture, the entire downstream area would be without water. Looping is recommended.

Another vulnerability found in the system was hydrant coverage shortage in several of the more populated sections of the water system (based on a maximum service area radius of 300 feet from the hydrant). Hydrants, and in some cases new or upsized pipelines, are proposed to provide adequate coverage in the evaluated areas.

ES.2.4 Wells

The City owns and maintains eight potable groundwater wells that once supplied all of the City's drinking water. Since the completion of the water treatment facility, these wells serve only as an emergency backup water supply. Keller Associates reviewed the well conditions, water rights status, availability of standby power, and water quality with City staff to prioritize which well facilities warrant upgrades and continued maintenance, and which ones should be considered for abandonment (or conversion to nonpotable wells that could provide local irrigation needs).

Given the potential for the Charbonneau District to become isolated from the remainder of the system, it was felt that the two Charbonneau wells should be maintained as a critical backup supply source. Keller Associates recommends that the Canyon Creek and Nike wells be removed from the potable water

system. Because of the significant expense to upgrade Canyon Creek well and its questionable capacity, it may be more cost effective to just abandon this well. As for the Nike well, Keller Associates recommends that the well be preserved for local irrigation purposes. Costs are presented for improvements that would be needed to maintain the all but the Canyon Creek well.

ES.2.5 Treatment Overview

The Willamette River Water Treatment Plant (WRWTP), completed in 2002, is owned by the City of Wilsonville and the Tualatin Valley Water Control District. Most of the existing treatment plant is rated for 15 mgd, with portions capable of handling 70+ mgd. Though a detailed treatment study was outside the scope of this master plan, hydraulics and process capacities were analyzed.

The only limitation of the treatment plant relative to its capability to handle 15 mgd was in the clearwell storage volume needed to meet disinfection requirements. For disinfection purposes, the capacity of the clearwell was determined to be 12 MGD for the summer and 7 MGD for the winter (at a chlorine dose of 1 mg/L). Several options were presented for expanding the clearwell capacity to 15 MGD. A more comprehensive water treatment study is to be conducted at a later time.

The high service pump station pulls water from the clearwell and delivers it to the City through a 63-inch diameter transmission line. A power failure can lead to surge conditions if the pumps were to suddenly stop while delivering flows between 12.5 to 15 MGD. A 750 cubic foot hydropneumatic tank is recommended to mitigate against transient surge damage.

ES.3 RECOMMENDATIONS

ES.3.1 Capital Improvement Plan

The recommended improvements resulting from the system evaluation are presented in this section by priority. These improvements are necessary to meet the available fire flow standards, provide hydrant coverage, address hydraulic restrictions, correct deficiencies in the physical condition of the existing system components, increase system storage capacity, and provide reliable backup well capability. Also included are the development-driven and City-identified capital improvement projects.

Prioritization of the improvements was developed in consultation with City staff.

Priority 1 improvements (Table ES.3) represent more urgent facility and pipeline improvements, and projects to increase fire flows that are currently less than 1,000 gpm. These improvements are recommended within the next 5-10 years. Priority 2 improvements (Table ES.4) are those that will likely happen within the next 20 years, and include lower priority facility upgrades and replacements, and projects to improve fire flows currently between 1,000 and 1,500 gpm. Hydrants needed for residential area coverage not tied to a Priority 1 improvement, are considered Priority 2:

Priority 3 improvements (Table ES.5) include future facility replacements and pipeline improvements, to be implemented when needed as development or redevelopment occurs. These may include improvements intended to correct marginal fire flow deficiencies, to address poor hydrant coverage in developed industrial/commercial areas, or to provide water to currently unserved areas (future distribution piping item in Table ES.5)

Each improvement is assigned a numeric identifier which corresponds to the Capital Improvement Plan map (Appendix A). The primary purpose for the recommended improvements is also noted in the capital improvement tables, along with an opinion of probable cost.

The various improvements listed in the capital improvement plan may have a portion of the cost attributed to future growth because they are, at least in part, intended to benefit growth. Where this is the case, the incoming development or redevelopment is responsible for the growth portion of the cost. To assist in future system development charge evaluations, Keller Associates has estimated the portion of the improvement cost that could be attributed to growth.

TABLE ES.3 – Priority 1 Capital Improvements

ID#	Item	Primary Purpose	Total Estimated Cost	Growth Apportionment		City's Estimated Portion
				%	Cost	
Priority 1 Improvements (2012 - 2022)						
Water Supply						
<i>(by 2017)</i>						
100	Nike Well Rehab & Misc. Improvements	Maintenance	\$ 30,000	0%	\$ -	\$ 30,000
101	Abandon Canyon Creek Well	Maintenance	\$ 26,000	0%	\$ -	\$ 26,000
102	Wiedeman Well Misc. Improvements	Maintenance	\$ 24,000	0%	\$ -	\$ 24,000
103	Boeckman Well Rehab Pump	Maintenance	\$ 20,000	0%	\$ -	\$ 20,000
104	Gesellschaft Building Maintenance	Maintenance	\$ 4,500	0%	\$ -	\$ 4,500
105	Elligsen Well Compressor & Controls	Maintenance	\$ 8,000	0%	\$ -	\$ 8,000
106	Portable Flow Meter (for well tests)	Operations	\$ 13,000	0%	\$ -	\$ 13,000
<i>(by 2022)</i>						
110	Nike Well Telemetry & Misc. Improvements	Operations	\$ 35,000	32%	\$ 11,300	\$ 23,700
111	Wiedeman Well Generator & Telemetry	Operations	\$ 98,000	12%	\$ 11,300	\$ 86,700
112	Boeckman Well Telemetry Upgrade	Operations	\$ 26,000	43%	\$ 11,300	\$ 14,700
113	Gesellschaft SCADA & Instrumentation	Operations	\$ 32,500	35%	\$ 11,300	\$ 21,200
114	Elligsen Well Instrumentation	Operations	\$ 20,000	29%	\$ 5,700	\$ 14,300
Water Storage						
<i>(by 2017)</i>						
120	Elligsen Res. - Replace Ladder Fall Protection System	Compliance	\$ 12,000	0%	\$ -	\$ 12,000
121	C Level Reservoir Improvements	Operations	\$ 18,000	0%	\$ -	\$ 18,000
122	Charbonneau Seismic Evaluation (current 2012 project)	Maintenance	\$ 35,000	0%	\$ -	\$ 35,000
123	Charbonneau Reservoir Improvements	Maint./ Operations	\$ 11,000	0%	\$ -	\$ 11,000
124	Automated Valve at Tooze/Westfall (West Tank)	Operations	\$ 58,000	100%	\$ 58,000	\$ -
125	3.0 Million Gallon Tank and 24-inch Transmission (West Tank)	Growth	\$ 5,840,000	100%	\$ 5,840,000	\$ -
126	Altitude Valve (Elligsen West Tank)	Operations	\$ 31,000	100%	\$ 31,000	\$ -
<i>(by 2022)</i>						
127	Replace Sealant at Base of C Level Reservoir	Maintenance	\$ 7,000	0%	\$ -	\$ 7,000
128	Charbonneau Reservoir Improvements	Replacement	\$ 13,000	0%	\$ -	\$ 13,000
129	Charbonneau Seismic Upgrades	Maintenance	TBD	0%	\$ -	\$ -
Booster Stations & Turnouts						
<i>(by 2017)</i>						
140	Charbonneau Booster PRV & SCADA	Operations	\$ 22,000	20%	\$ 4,400	\$ 17,600
141	B to C Booster Improvements	Replacement	\$ 21,000	0%	\$ -	\$ 21,000
142	Painting & Safety Nets at Turnouts	Maintenance	\$ 22,000	0%	\$ -	\$ 22,000
<i>(by 2022)</i>						
143	Charbonneau Booster MCC & Flow Meter Vault	Replacement/ Operations	\$ 65,000	24%	\$ 15,700	\$ 49,300
144	Replace Cover on Burns PRV	Replacement	\$ 9,000	0%	\$ -	\$ 9,000
Water Distribution Piping (by 2022)						
160	8-inch Upgrade on Jackson St.	Fire Flow	\$ 64,000	0%	\$ -	\$ 64,000
161	8-inch Upgrade on Evergreen St.	Fire Flow	\$ 83,000	0%	\$ -	\$ 83,000
162	8-inch Loop N. of Seely St.	Fire Flow	\$ 8,000	0%	\$ -	\$ 8,000
163	18-inch Loop on Barber St. (Montebello to Kinsman)	Growth	\$ 371,000	100%	\$ 371,000	\$ -
164	10-inch Extension on Montebello St.	Growth (School)	\$ 217,000	100%	\$ 217,000	\$ -
165	48-inch Transmission on Kinsman St. (Barber to Boeckman)	Growth	\$ 3,960,000	100%	\$ 3,960,000	\$ -
166	8-inch Loop between Boberg St. & RR (north of Barber)	Fire Flow	\$ 78,000	0%	\$ -	\$ 78,000
167	8-inch Loop on Boones Ferry (north of Barber)	City Project	\$ 19,000	0%	\$ -	\$ 19,000
168	10-inch Loop (Appts E. of Canyon Creek/Burns)	Fire Flow	\$ 41,000	0%	\$ -	\$ 41,000
169	8-inch Loop between Mahos & Canyon Creek	Fire Flow	\$ 42,000	0%	\$ -	\$ 42,000
170	8-inch Upgrade on Metolius cul-de-sac	Fire Flow	\$ 54,000	0%	\$ -	\$ 54,000
171	8-inch Loop on Metolius private drive (City project)	City Project	\$ 20,000	0%	\$ -	\$ 20,000
172	8-inch Upgrade on Middle Greens - Charbonneau	Hydrant Coverage	\$ 68,000	0%	\$ -	\$ 68,000
173	Fairway Village Hydrant on French Prairie - Charbonneau	Hydrant Coverage	\$ 10,000	0%	\$ -	\$ 10,000
Total Priority 1 Improvements			\$ 11,536,000		\$ 10,548,000	\$ 988,000

*Costs are in 2012 dollars

TABLE ES.4 – Priority 2 Capital Improvements

ID#	Item	Primary Purpose	Total Estimated Cost	Growth Apportionment		City's Estimated Portion
				%	Cost	
Priority 2 Improvements (by 2020 - 2030)						
Water Supply						
200	Nike Well Building Improvements	Maintenance	\$ 21,000	0%	\$ -	\$ 21,000
201	Wiedeman Well Building Improvements	Maintenance	\$ 28,000	0%	\$ -	\$ 28,000
202	Boeckman Well Pump Motor & Building Improvements	Replacement/ Maintenance	\$ 21,000	0%	\$ -	\$ 21,000
203	Gesellschaft Well Generator & Building Improvements	Maintenance/ Operations	\$ 90,000	0%	\$ -	\$ 90,000
204	Elligsen Well MCC Upgrade & Building Improvements	Replacement/ Maintenance	\$ 22,000	25%	\$ 5,400	\$ 16,600
205	Charbonneau Well Mechanical Building	Operations	\$ 81,000	0%	\$ -	\$ 81,000
Water Storage						
220	Paint Elligsen Reservoirs	Maintenance	\$ 460,000	0%	\$ -	\$ 460,000
221	Paint C Level Reservoir	Maintenance	\$ 180,000	0%	\$ -	\$ 180,000
222	Reseal Charbonneau Reservoir Roof Coating	Maintenance	\$ 11,000	0%	\$ -	\$ 11,000
Booster Stations & Turnouts						
240	Relocate Parkway PRV	Replacement	\$ 75,000	0%	\$ -	\$ 75,000
241	Meter Valve at Wilsonville Rd turnout	City Project	\$ 118,000	0%	\$ -	\$ 118,000
Water Distribution Piping						
260	10-inch Extension on 4th St. (E. of Fir)	Fire Flow	\$ 69,000	7%	\$ 4,900	\$ 64,100
261	8-inch Loop - Magnolia to Tauchman	Fire Flow	\$ 59,000	0%	\$ -	\$ 59,000
262	8-inch Upgrade on Olympic cul-de-sac	Fire Flow	\$ 44,000	0%	\$ -	\$ 44,000
263	8-inch Loop near Kinsman/Wilsonville	Fire Flow	\$ 36,000	0%	\$ -	\$ 36,000
264	10-inch Loop near Kinsman/Gaylord	Fire Flow	\$ 82,000	6%	\$ 5,200	\$ 76,800
265	8-inch Upgrade on Lacelot	Fire Flow	\$ 100,000	0%	\$ -	\$ 100,000
266	Fire Hydrants (main City)	Fire Flow	\$ 119,000	0%	\$ -	\$ 119,000
267	Fire Hydrants (Charbonneau)	Fire Flow	\$ 46,000	0%	\$ -	\$ 46,000
268	8-inch Loop near Kinsman (between Barber & Boeckman)	Fire Flow	\$ 126,000	0%	\$ -	\$ 126,000
269	8-inch Upgrade near St. Helens	Fire Flow	\$ 26,000	0%	\$ -	\$ 26,000
270	8-inch Loop near Parkway Center/Burns	Fire Flow	\$ 66,000	0%	\$ -	\$ 66,000
271	8-inch Loop near Burns/Canyon Creek	Fire Flow	\$ 110,000	0%	\$ -	\$ 110,000
272	10 & 8-inch Loop near Parkway/Boeckman	Fire Flow	\$ 315,000	4%	\$ 12,600	\$ 302,400
273	12-inch Loop crossing Boeckman	City Project	\$ 16,000	0%	\$ -	\$ 16,000
274	8-inch Loop at Holly/Parkway	City Project	\$ 56,000	0%	\$ -	\$ 56,000
275	8-inch Upgrade on Wallowa	Fire Flow	\$ 62,000	0%	\$ -	\$ 62,000
276	8-inch Upgrade on Miami	Fire Flow	\$ 68,000	0%	\$ -	\$ 68,000
277	8-inch Extension for fire flow on Lake Bluff - Charbonneau	Fire Flow	\$ 63,000	0%	\$ -	\$ 63,000
278	8-inch Upgrade on Arbor Glen - Charbonneau	Hydrant Coverage	\$ 92,000	0%	\$ -	\$ 92,000
279	8-inch Loop at Fairway Village - Charbonneau	Fire Flow	\$ 42,000	0%	\$ -	\$ 42,000
280	8-inch Extension for fire flow - private drive/Boones Bend - Charbonneau	Fire Flow	\$ 18,000	0%	\$ -	\$ 18,000
281	8-inch Upgrade on East Lake - Charbonneau	Fire Flow/Hydrant	\$ 187,000	0%	\$ -	\$ 187,000
282	8-inch Extension for fire flow on Armitage - Charbonneau	Fire Flow	\$ 55,000	0%	\$ -	\$ 55,000
283	8-inch Upgrade on Lake Point - Charbonneau	Hydrant Coverage	\$ 56,000	0%	\$ -	\$ 56,000
284	8-inch Loop - Franklin St to Carriage Estates	Quality	\$ 94,000	0%	\$ -	\$ 94,000
285	8-inch Upgrade on Bonners Ferry Rd (south of 2nd St)	Replacement	\$ 44,000	0%	\$ -	\$ 44,000
286	Valves at Commerce Circle & Ridder Rd/Bonners Ferry I-5 Cross	Operations	\$ 44,000	0%	\$ -	\$ 44,000
287	Replace service lines - Parkway Ave	City Project	\$ 77,000	0%	\$ -	\$ 77,000
288	Replace service lines - Wilson cul-de-sacs	City Project	\$ 227,000	0%	\$ -	\$ 227,000
289	Replace service lines - Mariners Drive - Charbonneau	City Project	\$ 22,000	0%	\$ -	\$ 22,000
290	Replace service lines - Old Town	City Project	\$ 15,000	0%	\$ -	\$ 15,000
Total Priority 2 Improvements			\$ 3,543,000		\$ 28,100	\$ 3,514,900

*Costs are in 2012 dollars

TABLE ES.5 – Future Capital Improvements

ID#	Item	Primary Purpose	Total Estimated Cost	Growth Apportionment		City's Estimated Portion
				%	Cost	
Future Improvements (beyond 2030) or Development Related Improvements						
Water Supply						
300	Nike Well - Replace MCC	Replacement	\$ 15,000	43%	\$ 6,500	\$ 8,500
301	Wiedeman Well MCC & Building Improvements	Maintenance	\$ 18,000	33%	\$ 5,900	\$ 12,100
302	Gesellschaft Well Building Improvements	Maintenance	\$ 5,000	0%	\$ -	\$ 5,000
Water Storage						
320	Paint Elligsen Reservoirs	Maintenance	\$ 310,000	0%	\$ -	\$ 310,000
321	Paint C Level Reservoir	Maintenance	\$ 115,000	0%	\$ -	\$ 115,000
Water Distribution Piping						
360	16-inch Willamette River Crossing to Charbonneau District	Operations	\$ 1,532,000		\$ -	\$ 1,532,000
361	Zone D Booster Station at 82nd St. Tanks	Operations	\$ 609,000	100%	\$ 609,000	\$ -
362	Upsize costs for future distribution piping	Growth	\$ 9,659,000	100%	\$ 9,659,000	\$ -
<i>Total Priority 3 Improvements</i>			\$ 12,263,000		\$ 10,280,400	\$ 1,982,600
TOTAL WASTEWATER IMPROVEMENTS COSTS (rounded)			\$ 27,342,000		\$ 20,856,500	\$ 6,485,500

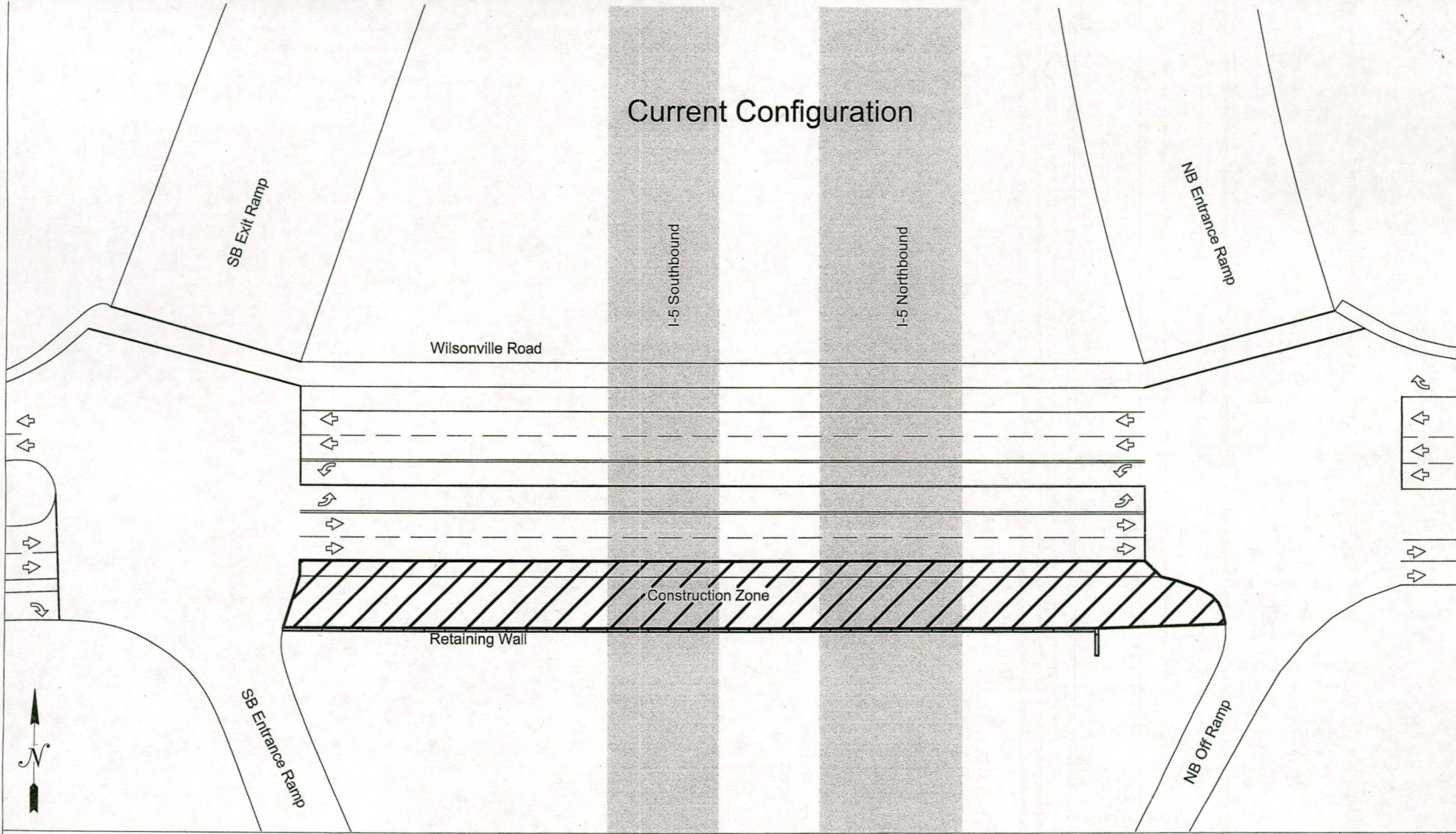
*Costs are in 2012 dollars

ES.3.2 Operations and Maintenance Recommendations

In addition to the capital improvement projects identified in the preceding tables, there are several larger routine maintenance activities, recurring management related projects, and ongoing replacement/rehabilitation activities that should be completed. These activities are summarized in the following table. Keller Associates recommends that future user rate evaluations consider needed capital improvements as well as future increases in maintenance and replacement budgets.

TABLE ES.6 – Recurring Maintenance Costs

Activity	Budget	Frequency
Wash exterior of aboveground reservoirs	\$5,000/each	Every 5 years
Clean and inspect interior of reservoirs	\$5,000/each	Every 10 years
Pipeline and valve replacement (to be coordinated with planned street improvements)	\$ 173,000	Annual recommended budget for 20-year planning period
Meter replacement	\$ 50,000	Annual recommended budget (assumes 20-year life)
Hydrant replacement	\$ 30,000	Annual recommended budget
Well hole rehabilitation	\$15,000-\$20,000	Annual budget (includes all wells)
GIS and water model updates	\$ 6,000	Recommended annual budget for 3 rd party support
Water Master Plan update	\$ 150,000	Every 5 years
Water Management and Conservation Plan (WMCP)	\$ 20,000	Every 10 years, beginning 2022
WMCP progress reports	\$ 5,000	Every 10 years, beginning 2017



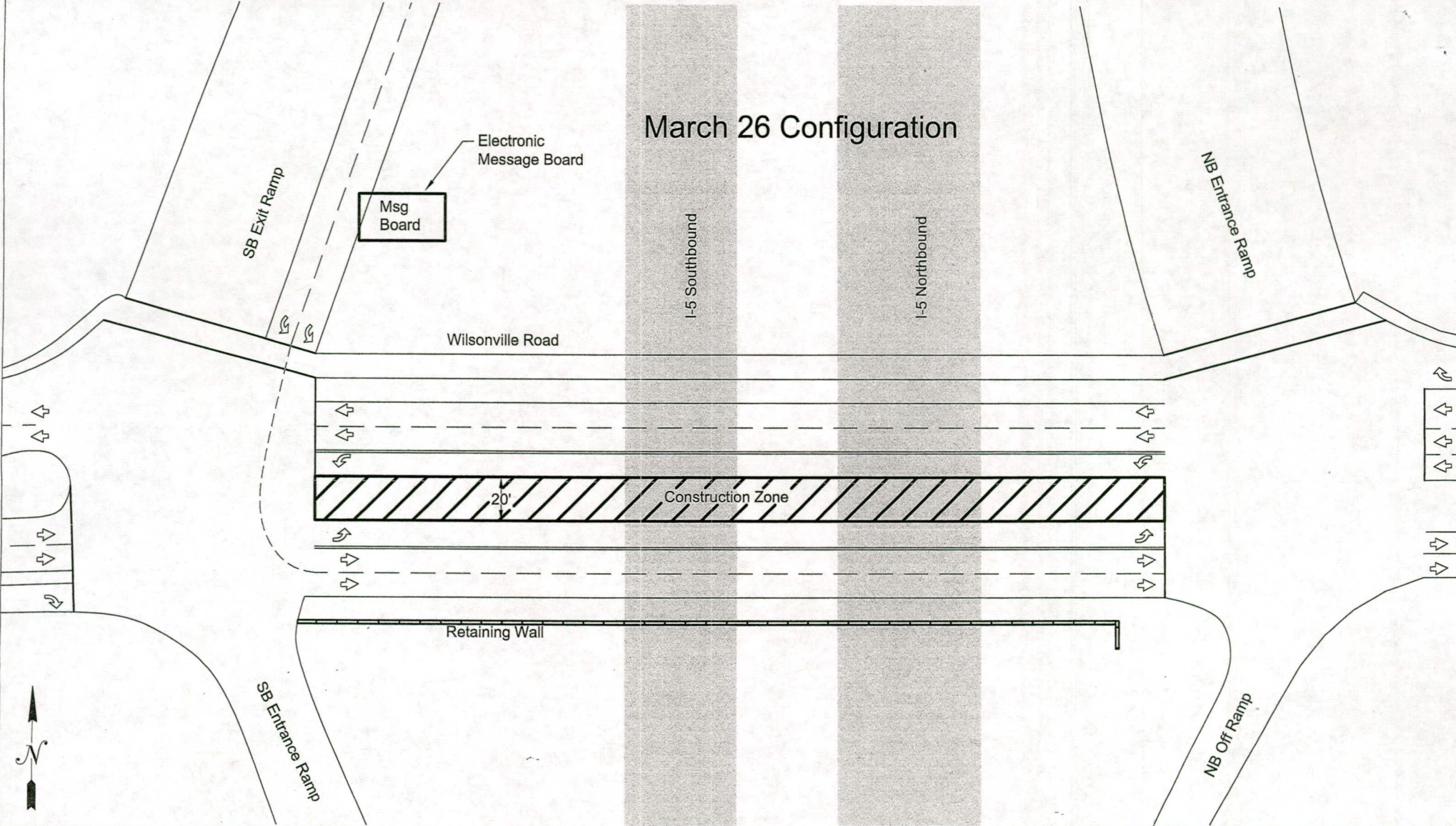
City of Wilsonville
 29799 SW Town Center Loop East
 Wilsonville OR 97070
 503-682-4960
 FAX (503)682-7025

Wilsonville Road Lane Shifting Current Configuration

Date:	March 16, 2012
Scale:	N.T.S.
Drawn By:	SJ
Date Plotted:	March 16, 2012
Drawing Name:	WilsonvilleRdExhibit3_19_12

Reid 3/19/12
 PCW

March 26 Configuration



City of Wilsonville
 29799 SW Town Center Loop East
 Wilsonville OR 97070
 503-682-4960
 FAX (503)682-7025

Wilsonville Road Lane Shifting March 26, 2012

Date:	March 16, 2012
Scale:	N.T.S.
Drawn By:	SJ
Date Plotted:	March 16, 2012
Drawing Name:	WilsonvilleRdExhibit3_19_12

Basalt Creek Transportation Refinement Plan

Wilsonville City Council Work Session
March 19, 2012

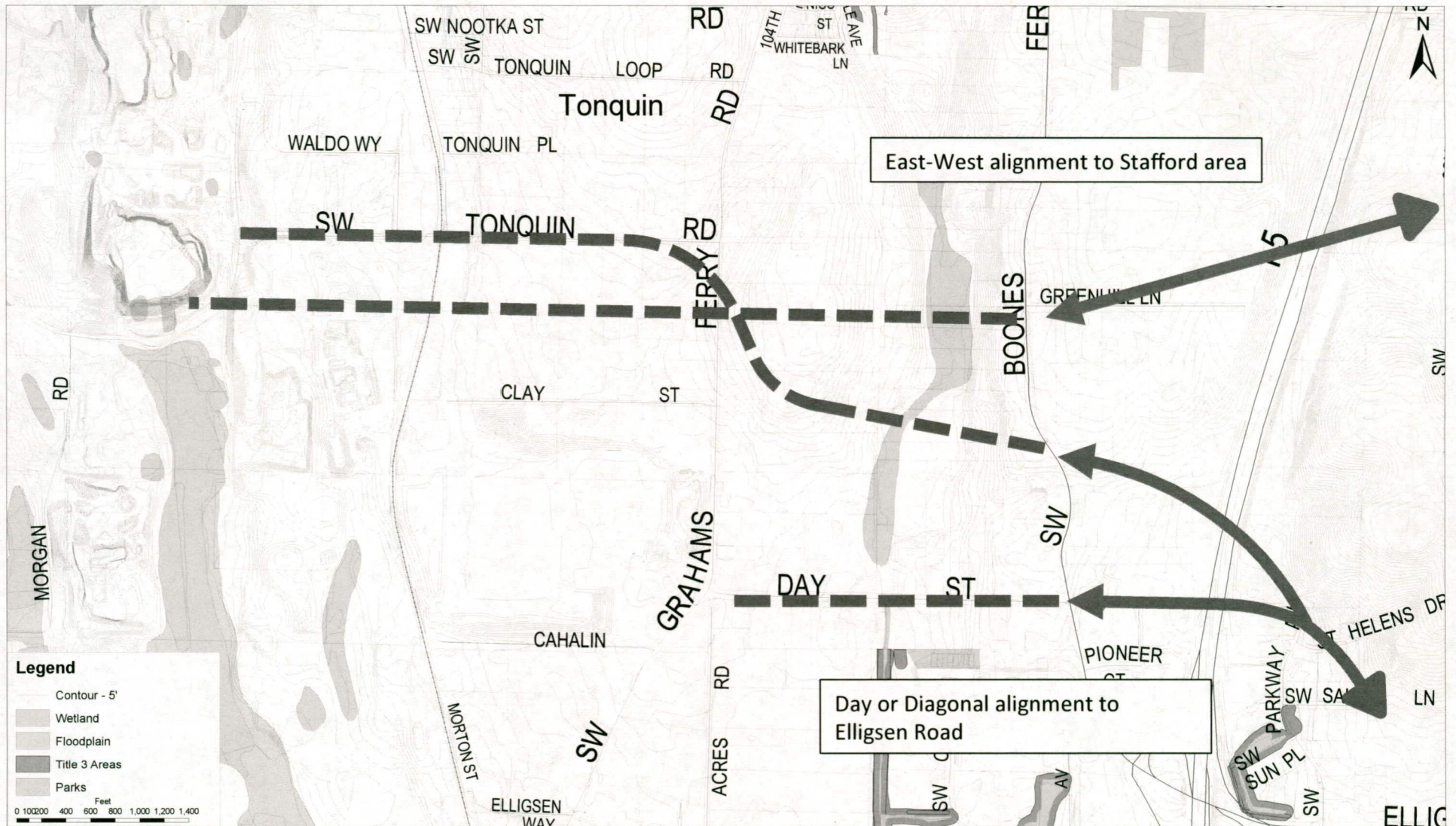
Planning Process Overview

- Purpose:
 - Determine the major transportation network (including a SW 124th Avenue Extension)
 - Determine future interface options with I-5
 - Allow Concept Planning to proceed

Planning Process Overview

- Agency Approved Evaluation:
 - Costs (construction, ability to fund improvements)
 - Ability to phase improvements
 - Support for development
 - Impacts (environmental, right-of-way, etc.)
 - Consistency with RTP
 - Traffic operations

Overcrossing Concepts: 2035



2035 Overcrossing Option A: Day to Parkway Center



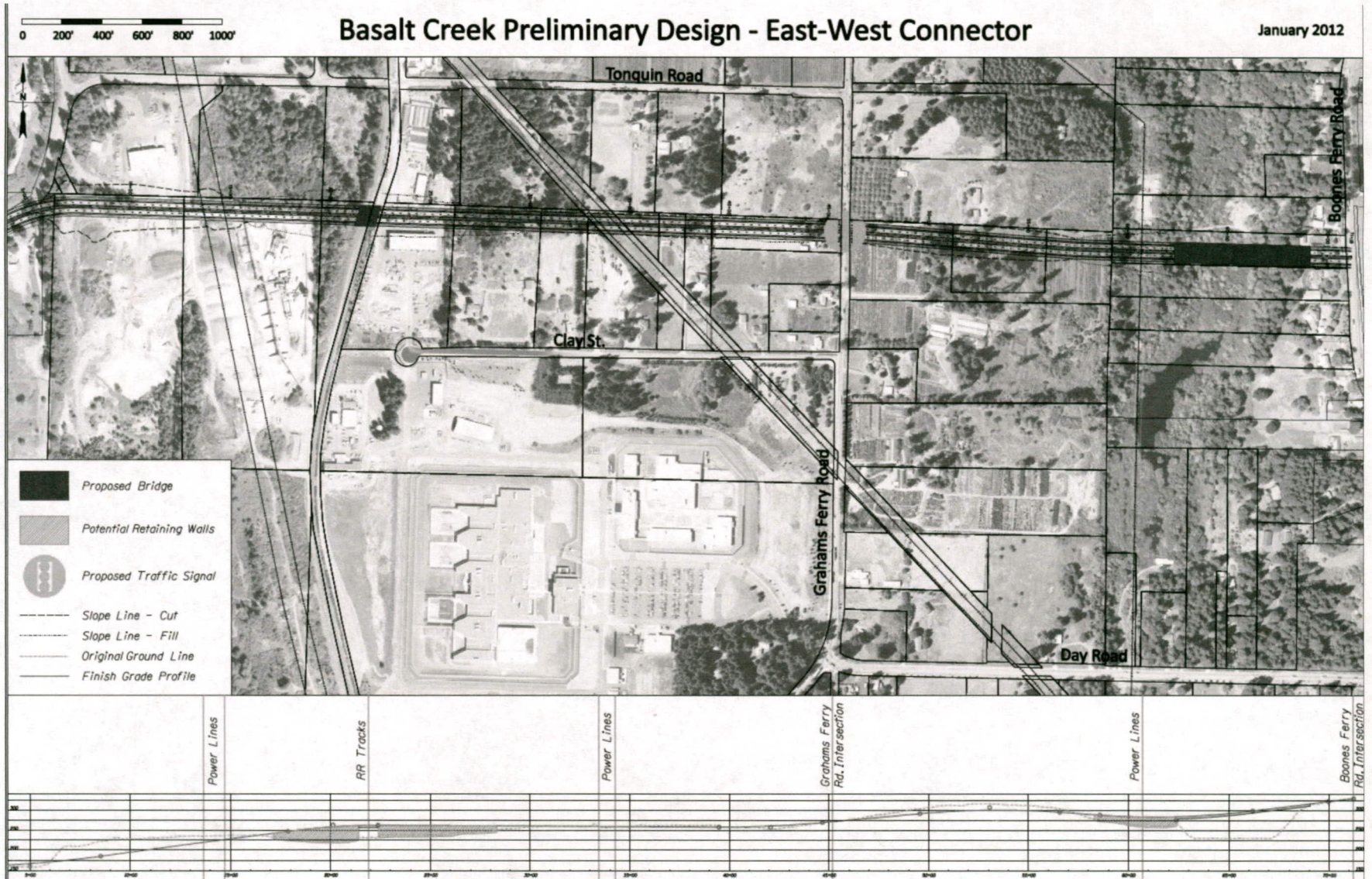
2035 Overcrossing Option B: Day to Canyon Creek



East-West Lowest-Cost Alignment

Basalt Creek Preliminary Design - East-West Connector

January 2012



Ongoing Policy Questions

- Full estimated project costs (including right of way) and jurisdictional funding responsibility
- MSTIP Project Phasing
- Right of Way Preservation
- Clackamas County coordination
- Items that will need to be addressed in Concept Planning (stormwater, local access, City Limits, etc.)

Next Steps

- TWG Meeting – March 22nd (review evaluation)
- PAG Meeting – April 26th (review evaluation)
- Public Outreach (review evaluation)
- TWG Meetings – May (findings/ recommendations)
- PAG Meetings – June (recommendations)

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2012

MARCH

Date	Day	Time	Event	Place
3/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/28	Wednesday	6:30 p.m.	Library Board	Library

APRIL

Date	Day	Time	Event	Place
4/2	Monday	7 p.m.	City Council Meeting	Council Chambers
4/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/11	Wednesday	6 p.m.	Planning Commission	Council Chambers
4/12	Thursday	6:30 p.m.	Parks & recreation Advisory Board	Council Chambers
4/16	Monday	7 p.m.	City Council Meeting	Council Chambers
4/25	Wednesday	6:30 p.m.	Library Board	Library
4/30	Monday	7 p.m.	Budget Committee Meeting	Council Chambers
May 3	Thursday	7 p.m.	Budget Committee Meeting	Council Chambers

COMMUNITY EVENTS

April 7 – 10 a.m. Easter Egg Hunt Memorial Park Ball Fields



April 20 – 7:30 p.m. Middle School Dance (Last dance of the school year)

April 24 – Earth Day 2012 Celebration

**Wilsonville City Council
Liaison Responsibilities for 2012
Updated March 5, 2012**

	Mayor Knapp	Celia Núñez	Steve Hurst	Richard Goddard	Scott Starr
Primary Liaison Responsibilities					
Chamber of Commerce - Leadership		X			
Chamber of Commerce - Board				X	
DRB					X
Library		X		X	
Parks & Recreation			X		
Planning Commission			X		
WCSI					X
County Liaison Responsibilities					
Clackamas County Business Alliance				X	
Washington/Clackamas County Coordinating Committee	X	Alternate			
West Side Business Alliance	X				
Regional Partners for Economic Development					

CITY COUNCIL MEETING INFORMATION ITEM

Communications

Meeting Date: March 19, 2012
Report Date: March 6, 2012
Source of Item: Community Services

Contact: Peggy Watters
Contact Telephone Number: 503-570-1579
Contact E-Mail: watters@ci.wilsonville.or.us

THERE IS NO RECOMMENDATION, THIS IS AN INFORMATION ITEM.

BACKGROUND

The Tourism/Match Grant program is administered by the Community Services Department. This annual grant award makes funding from the Transient (Hotel/Motel) Tax available to local non-profit organizations for the purpose of programs, projects or events that enhance the livability of the community through civic engagement, cultural and historic events, public entertainment and other activities that serve to draw visitors into the City, and to support local businesses. The City provides \$25,000 annually for this grant program.

Notice of the Tourism/Match Grant packet is posted in December on the City website and through press releases to the local media. The deadline for applications is the first Friday of February.

The Parks and Recreation Advisory Board serves as the citizen review board for the city grant programs. The board will be meeting on March 8, 2012 to review grant applications. Representatives of the applicant organizations are invited to attend this meeting to make a brief presentation to the board regarding additional information in support of their project. The results of the board's decision are followed by letters to the organizations and press releases to the media announcing the grant awards.

In the past several years, the City Council has requested the opportunity to present the grant award checks to the organizations at a Council meeting. The current grant awards will be made at the upcoming March 19, 2012 meeting.

ATTACHMENTS

A total of 5 applicants, with a total request amount of \$27,155 was submitted for the current fiscal year grant funds.

The applicants for the 2011-2012 fiscal year Tourism/Match Grant funding include: (See table of applicants below)

**Community Services Tourism/Match Grant
Application/Award Log
2011-2012**

Organization	Event	\$Request	\$Award
Wilsonville Rotary Foundation Curt Kipp, Past Pres. P.O. Box 362 Wilsonville, OR 97070 curtek@gmail.com	Summer Concert Series TBA	\$8,230	\$ _____
Wilsonville Arts & Culture Council Theonie Gilmore, Executive Dir. P.O. Box 861 Wilsonville, OR 97070 Theonie@WilsonvilleArts.org	Festival of the Arts June 2,3, 2012	\$5,000	\$ _____
Wilsonville Celebration Days Bob Woodle, Marketing Dir. P.O. Box 1511 Wilsonville, OR 97070 bobwoodle@centurytel.net	Fun in the Park Festival August 4, 2012	\$8,000	\$ _____
Wilsonville Kiwanis Club Gary Wappes, Treasurer 29030 SW Town Center Loop Ste. 202-256 Wilsonville, OR 97070 gwappes@gmail.com	Kiwanis Kids Fun Run July 28, 2012	\$4,000	\$ _____
Wilsonville-Boones Ferry Hist.Soc. Mick Scott, Project Chair 32370 SW Arbor Lake Drive Wilsonville, OR 97070 mickps@aol.com	Wilsonville History Exhibits	\$1,925	\$ _____
TOTALS	5 APPLICANTS	\$27,155	\$ _____

CITY COUNCIL MEETING AGENDA ITEM SUMMARY

Revise Metro Local Share Project List

Meeting Date: March 19, 2012
Report Date: March 9, 2012
Source of Item: CD/Natural Resources Program

Contact: Kerry Rappold
Contact Telephone Number: 503-570-1570
Contact E-Mail: rappold@ci.wilsonville.or.us

ISSUE STATEMENT

In order to provide adequate funding for the development of Engelman Park in the Montebello neighborhood, staff requests a revision to the list of Metro Local Share projects approved by the City Council on February 28, 2006. The Local Share funding would be shifted from the Boeckman Creek Trail project, which is dependent on the future design and improvements associated with the Boeckman Creek sewer line (CIP Project 2045). Due to the delays in completing the sewer line design and the corresponding impact to the Boeckman Creek Trail, it will not be possible to meet Metro's funding deadline of March 31, 2013 without receiving an extension. Engelman Park construction will start in May and be completed by August 2012, and, therefore, fits within the funding window.

The City received a \$200,000 grant from Oregon Parks and Recreation Department (OPRD) to design and develop Engelman Park. The neighborhood park will include trails, native plantings, play structure, natural play area, benches, picnic shelter, and a lawn area. The design for Engelman Park was approved by the Parks and Recreation Advisory Board on December 8, 2011, and subsequently approved by the Development Review Board on February 27, 2012.

- The preliminary cost estimate for Engelman Park exceeds the OPRD grant amount, and will need to be augmented with the Local Share funding. Metro staff has approved the reallocation of the Local Share funding to Engelman Park.

BACKGROUND

In November 2006, Metro received voter approval for a Greenspaces Bond Measure that was similar in many ways to the 1995 bond effort. The bond amount was \$227 million dollars and included three distinct pots of funding for different project types. The bond measure identified \$168 million dollars for continued acquisition in regional target areas like the Tonquin Scablands and the Willamette River Greenway, \$15 million dollars for a regional matching grant program that would allow for non-profit organizations to partner on a wide variety of projects and \$44 million dollars for Local Share projects.

The Local Share money is passed down to local park providers and park districts to complete projects at the local level. Staff met with Clackamas County park providers and came up with an allocation methodology that the Council reviewed and adopted in Resolution No. 1968. The City of Wilsonville received \$806,521 (\$754,417 from Clackamas County and \$52,104 from Washington County) of Local Share money to complete locally selected projects.

In order to help market the benefits of the bond measure to all metropolitan area citizens, Metro asked each of the

park providers to generate a list of potential Local Share projects. Project lists helped citizens to understand what improvements to expect in their cities, making the bond measure proposal more personal.

The City Council approved the list of Wilsonville's Local Share projects in Resloution No. 1981 on February 28, 2006. The project list included the following:

- **Implement projects in the Graham Oaks Natural Area (GONA) Master Plan:**
 - * Develop the CREST Environmental Center "gateway" to GONA with restrooms and associated amenities
 - * Trail head improvements and pathway construction
 - * Interpretive graphics, picnic and wildlife viewing areas
 - * Oregon white oak savanna and woodland restoration

- **Implement projects in the Memorial Park Trails Plan:**
 - * Construct multi-use paths in Memorial Park
 - * Construct Willamette River overlook platforms (3) and associated amenities such as seating and signage

- **Implement the Boeckman Creek Trail**
 - * Determine alignment
 - * Acquire public access easements for the trail

To date, the local share funding has been used to complete the improvements identified within the Graham Oaks Natural Area Master Plan. The Memorial Park trails and overlooks and the Boeckman Creek alignment study and acquisition of easements have not been undertaken.

RELATED CITY POLICIES

1. Parks and Recreation Master Plan
2. Graham Oaks Natural Area Master Plan
3. Memorial Park Trails Plan

COUNCIL OPTIONS

1. The Council approves a revision to the Local Share project list and reallocates funding (\$126,521) from the Boeckman Creek Trail project to Engelman Park.
2. The Council maintains the existing Local Share project list, which would mean another source of funding would be have to be identified for Engelman Park.

SUGGESTED MOTION

Staff recommends the Council revise the list of Local Share projects, and reallocate funding from the Boeckman Creek Trail project (\$126,521) to Engelman Park.

ATTACHMENTS

- A. Resolution No. 2349
- B. Engelman Park description
- C. Engelman Park site plans

RESOLUTION NO. 2349

A RESOLUTION OF THE CITY OF WILSONVILLE REVISING A "LOCAL SHARE" PROJECT LIST TO BE FUNDED WITH A PORTION OF METRO'S NOVEMBER 2006 NATURAL AREAS BOND MEASURE

WHEREAS, Metro received voter approval for a regional Natural Areas Bond Measure in November of 2006 to continue to purchase significant natural areas, and fund related capital improvement projects, similar to the Greenspaces Bond passed in 1995; and

WHEREAS, the total general obligation bond amount was \$227 million dollars, with \$44 million passed down to local park providers as part of the Local Legacy Program (aka "Local Share") to implement projects at the local level; and

WHEREAS, the City of Wilsonville, as a local park provider received \$806,521 from the bond measure passed by the regional voters; and

WHEREAS, Metro requested each of the local park providers to support the Local Share per capita allocation methodology, which the City Council adopted in Resolution No. 1968; and

WHEREAS, Metro requested that each of the local park providers establish a Local Share project list, which the City Council adopted in Resolution No. 1981; and

WHEREAS, the City of Wilsonville has adopted three significant Master Plans, the Parks and Recreation Master Plan, the Graham Oaks Natural Area Master Plan and the Memorial Park Trails Plan that contain priorities and cost estimates of projects that would be eligible for Local Share funding; and

WHEREAS, these Plans have been through substantial public process and represent community and City Council priorities; and

WHEREAS, without receiving an extension, the funding deadline for Local Share projects is March 31, 2013; and

WHEREAS, the Boeckman Creek Trail project, included in the Local Share project list, will not meet the Local Share funding deadline due to significant delays in starting the project; and

WHEREAS, Engelman Park, which was approved the Parks and Recreation Advisory Board on December 8, 2011 and the Development Review Board on February 27, 2012, is eligible for Local Share funding and will be designed and constructed in 2012; and

WHEREAS, the City of Wilsonville received a \$200,000 grant from Oregon Parks and Recreation Department to design and develop Engelman Park; however, additional funds are necessary to develop the park; and

WHEREAS, Metro staff has approved the reallocation of \$126,521 in funding from the Boeckman Creek Trail project to Engelman Park; and

WHEREAS, the City of Wilsonville is supportive of Metro's effort and is desirous to assist Metro in establishing a successful regional Greenspaces program.

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

1. The City of Wilsonville revises the following Local Share project list:
 - **Implement projects in the Graham Oaks Natural Area (GONA) Master Plan:**
 - * Develop the CREST Environmental Center "gateway" to GONA with restrooms and associated amenities
 - * Trail head improvements and pathway construction
 - * Interpretive graphics, picnic and wildlife viewing areas
 - * Oregon white oak savanna and woodland restoration
 - **Implement projects in the Memorial Park Trails Plan:**
 - * Construct multi-use paths in Memorial Park
 - * Construct Willamette River overlook platforms (3) and associated amenities such as seating and signage
 - **Implement Engelman Park in the Montebello Neighborhood**
 - * Construct trail improvements
 - * Provide play and picnic areas and associated amenities
2. This resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2012, and filed with the Wilsonville City Recorder this same date.

Tim Knapp, MAYOR

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp _____
Councilor President Núñez _____
Councilor Hurst _____
Councilor Goddard _____
Councilor Starr _____

Engelman Park in the Montebello Neighborhood

Background:

The City of Wilsonville's Parks and Recreation Master Plan (2007) identified the need for a park in the Montebello neighborhood as one of its top priorities. This neighborhood is home to numerous low-income housing units and higher density developments and is underserved with park space and recreation opportunities. In September 2006 the City acquired a .68 acre parcel that is contiguous to a City-owned .21 acre beautification area in this neighborhood. The City's intent is to redevelop the combined parcels into a neighborhood park.

In March 2011, staff presented a conceptual plan to the Parks and Recreation Advisory Board in advance of reapplying for an Oregon Parks and Recreation grant after being denied the grant the previous year. To increase the likelihood of receiving grant funding, staff hired a consultant to develop a more refined, concept plan for the park.

In addition, staff implemented an outreach plan to receive input from the Montebello neighborhood. A postcard was mailed to residents of the neighborhood in early December 2010, which included an invitation to an open house in January 2011. A survey was also posted on the City's website. The overall feedback from the public was positive and a fair amount of input was received on the desired features of the park. This input was incorporated into the presentation/application to the Oregon Parks and Recreation Grant Advisory Committee.

In July 2011, the Oregon Parks and Recreation Commission granted the City \$200,000 for the development of a neighborhood park that includes trails, native plantings, natural play area, benches, picnic shelter, interpretive signage, and lawn area. Staff formed a multi-departmental internal design team and selected GreenWorks to complete the final design and construction documents, and assist staff with soliciting bids for the construction of the park. A grand opening for the park is anticipated in the summer of 2012.

Renaming the Park:

Linda Engelman, a long-time resident whose family history has been tied to the Montebello Park property since the early 1900s, has been a part of the public outreach process and has met with staff to discuss the family history for the interpretive sign that will be placed in the newly developed park. The City's internal design team met to discuss the option of changing the name of the park to better represent its history and connection to the community. We discussed the theme of the park with the focus on the urban forest and determined that the role of the Engelman family in planting the trees that currently exist, including the Engelmann Spruce, make the park what it is today. The Parks and Recreation Advisory Board approved the renaming of the park at their meeting on December 8, 2011.

Final Site Plan and Public Outreach:

Input from the public outreach efforts along with several meetings with the internal design team and GreenWorks helped shape the process from the draft concept plans to the final site design.

Working with GreenWorks and the internal design team, staff has developed a final site plan, which was based on the conceptual design for Engleman Park. The park includes opportunities for play, walking, picnicking, relaxation, and contemplation of nature. Accessibility, safety and low maintenance needs were all important considerations in the design.



DRAWING INDEX

SHEET DESCRIPTION	SHEET NUMBER
DEMOLITION AND TREE PROTECTION PLAN	L1.0
MATERIALS PLAN	L2.0
GRADING PLAN	L3.0
IRRIGATION PLAN	NOT INCLUDED
PLANTING PLAN	L5.0
SITE DETAILS	L6.0
SITE DETAILS	L6.1
SITE DETAILS	L6.2
IRRIGATION DETAILS	L6.3

ENGELMAN PARK

CITY OF WILSONVILLE
29799 SW. TOWN CENTER LOOPE
WILSONVILLE, OR 97070

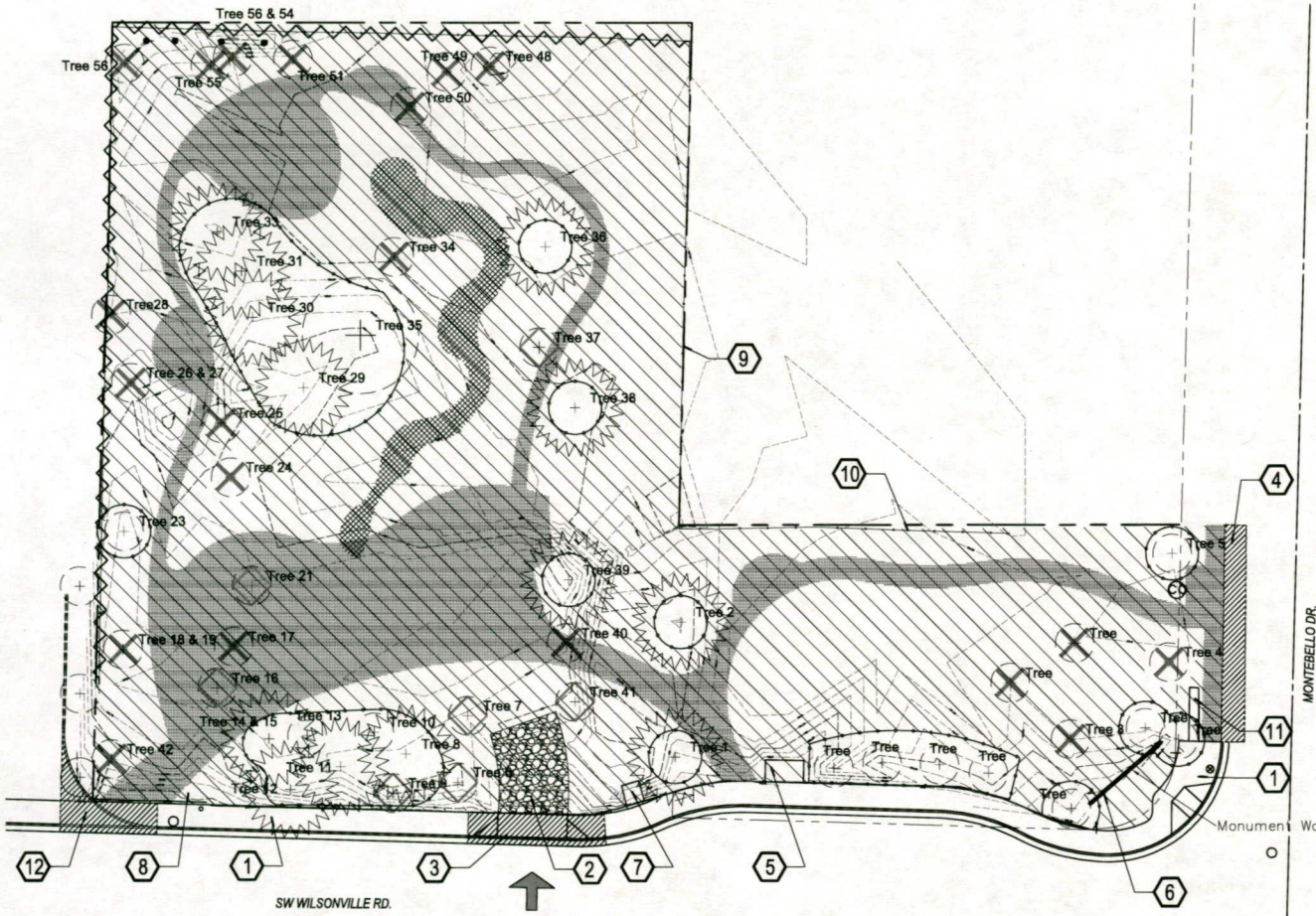
GREENWORKS, PC.

LANDSCAPE ARCHITECTURE
ENVIRONMENTAL DESIGN






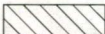


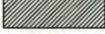



24 NW 2ND AVENUE, SUITE 100
PORTLAND, OREGON 97209
P: (503) 222-5612

LAND USE PERMIT SET

FEBRUARY 1, 2012















DEMOLITION LEGEND

-  CONSTRUCTION ACCESS
-  EXISTING EVERGREEN TREE TO BE PROTECTED IN PLACE TO REMAIN UNDISTURBED - SEE TREE PROTECTION SPECIFICATIONS
-  EXISTING DECIDUOUS TREE TO BE PROTECTED IN PLACE TO REMAIN UNDISTURBED - SEE TREE PROTECTION SPECIFICATIONS
-  EXISTING TREE TO BE REMOVED
-  TREES TO BE FELLED AND REUSED IN LANDSCAPE
-  CLEAR AND GRUB
-  EXCAVATE FOR SIDEWALKS AND PAVEMENT (SEE GRADING PLAN AND DETAILS FOR DEPTHS)
-  EXCAVATE FOR DRY CREEK BED (SEE GRADING PLAN AND DETAILS FOR DEPTHS)
-  PAVEMENT REMOVAL
-  TREE PROTECTION FENCING
-  SITE PROPERTY LINE
-  EXISTING FENCE TO BE REMOVED

NOTES

1. ALL TREES, EXCEPT THOSE DESIGNATED ON THIS DRAWING TO BE REMOVED SHALL BE PROTECTED IN PLACE - SEE DESCRIPTIONS.
2. SEE ARBORIST REPORT BY OTHERS.
3. PLACE TREE PROTECTION FENCING PRIOR TO ANY SITE WORKER DEMOLITION AT THE CONCLUSION OF ALL OTHER CONSTRUCTION ACTIVITIES.
4. STOCKPILE FELLED TREES ON SITE TO BE REUSED IN LANDSCAPE - LIMBS AND BRANCHES TO BE CLIPPED AND STOCKPILED FOR PLANTING AREA.
5. TREES NOT SELECTED FOR REUSE SHALL BE REMOVED AND DISPOSED OFF-SITE.

KEY NOTES

- | | |
|--|---|
|  EXISTING SIDEWALK TO REMAIN - PRESERVE AND PROTECT |  EXISTING UTILITY TRANSFORMER TO REMAIN - PRESERVE AND PROTECT |
|  CONSTRUCTION ENTRANCE PER CITY OF WILSONVILLE STANDARDS |  EXISTING UTILITY METERS TO REMAIN - PRESERVE AND PROTECT |
|  EXISTING DRIVEWAY - SAWCUT AND REMOVE CONCRETE SIDEWALK AND CURB |  EXISTING METAL FENCE TO REMAIN |
|  SAWCUT AND REMOVE EXISTING AC FOR NEW CURB AND GUTTER |  EXISTING WOOD FENCE TO REMAIN |
|  EXISTING CONCRETE PAD AT BUS STOP TO REMAIN - PRESERVE AND PROTECT |  EXISTING UTILITY BOX TO REMAIN - PRESERVE AND PROTECT |
|  EXISTING MASONRY WALL - REMOVE WALL AND FOOTINGS |  SAWCUT AND REMOVE EXISTING CURB AND PAVEMENT FOR NEW ADA RAMP |

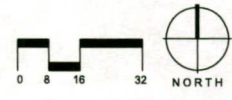


Project: **Engelman Park**
 City of Wilsonville
 29759 SW Town Center Loop
 Wilsonville, OR 97150

submit: **LAND USE SET**
 sheet title: **DEMOLITION AND TREE PROTECTION PLAN**

Date: 02-01-12
 Revisions:

Drawn By: WS
 Checked By: BJ
 Job No: 110308
 Approved: DE

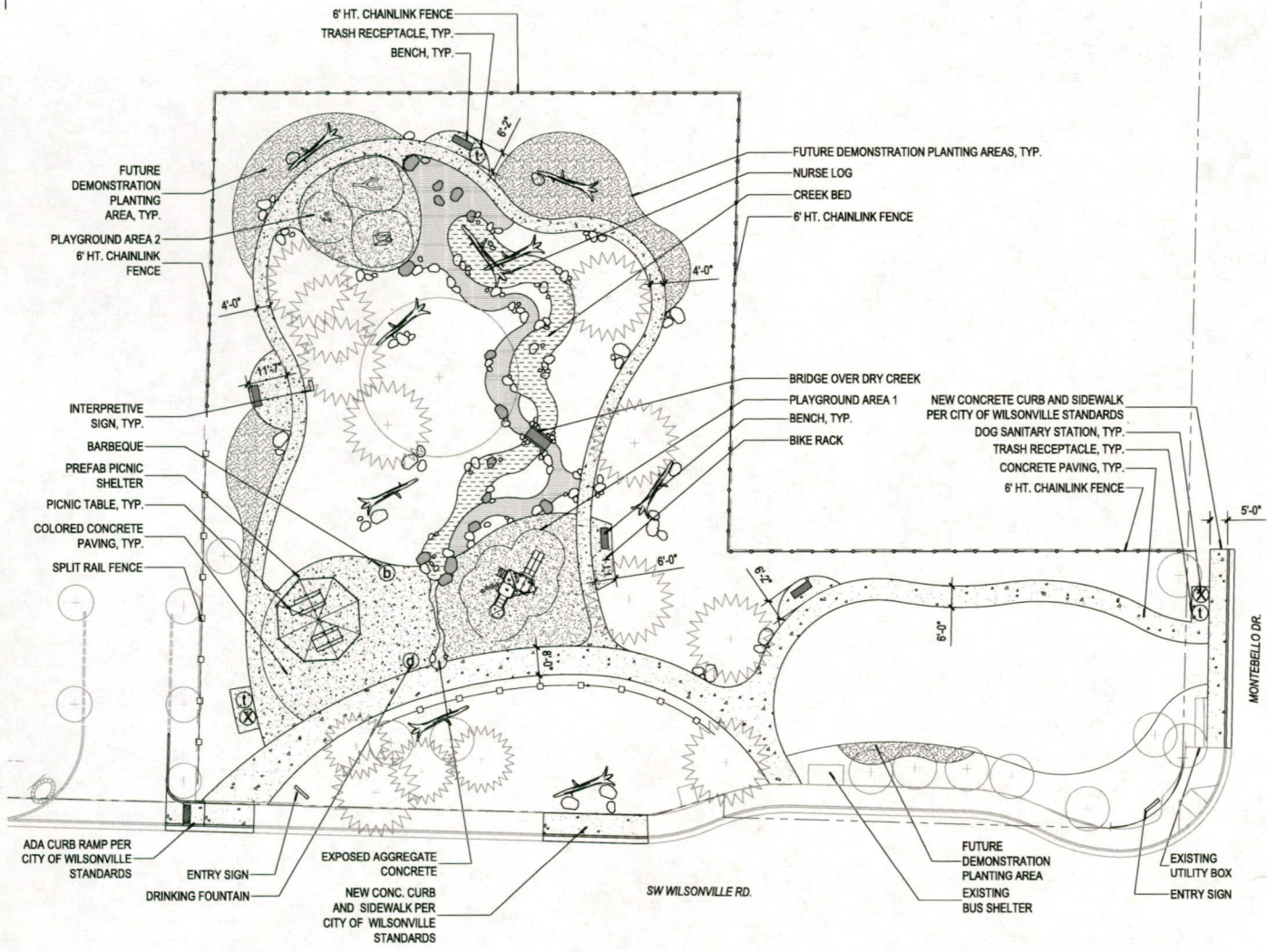


L1.0
 sheet no. X of X



MATERIALS LEGEND

- EXISTING EVERGREEN TREE
- EXISTING DECIDUOUS TREE
- BENCH
- PICNIC TABLE (EXISTING)
- BARBEQUE
- DRINKING FOUNTAIN
- TRASH RECEPTACLE
- DOG SANITARY DISPENSER
- BIKE RACK
- BOULDERS: 18" - 24" ROUND FIELDSTONE
- ACCENT BOULDER: 24" - 36" ROUND FIELDSTONE
- NURSE LOG - SELECTED FROM ON-SITE TREE REMOVAL
- CHAIN LINK FENCE
- SPLIT RAIL FENCE
- SITE PROPERTY LINE
- CONCRETE PAVING
- COLORED CONCRETE PAVING
- DRY CREEK BED
- PLAY SURFACING - RUBBERIZED SURFACE
- NATURE TRAIL - CRUSHED ROCK
- FUTURE DEMONSTRATION PLANTING AREA



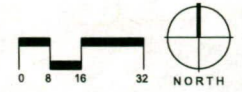
Project: **Engelman Park**
 City of Wilsonville
 29756 SW Town Center Loop
 Wilsonville, OR 97170

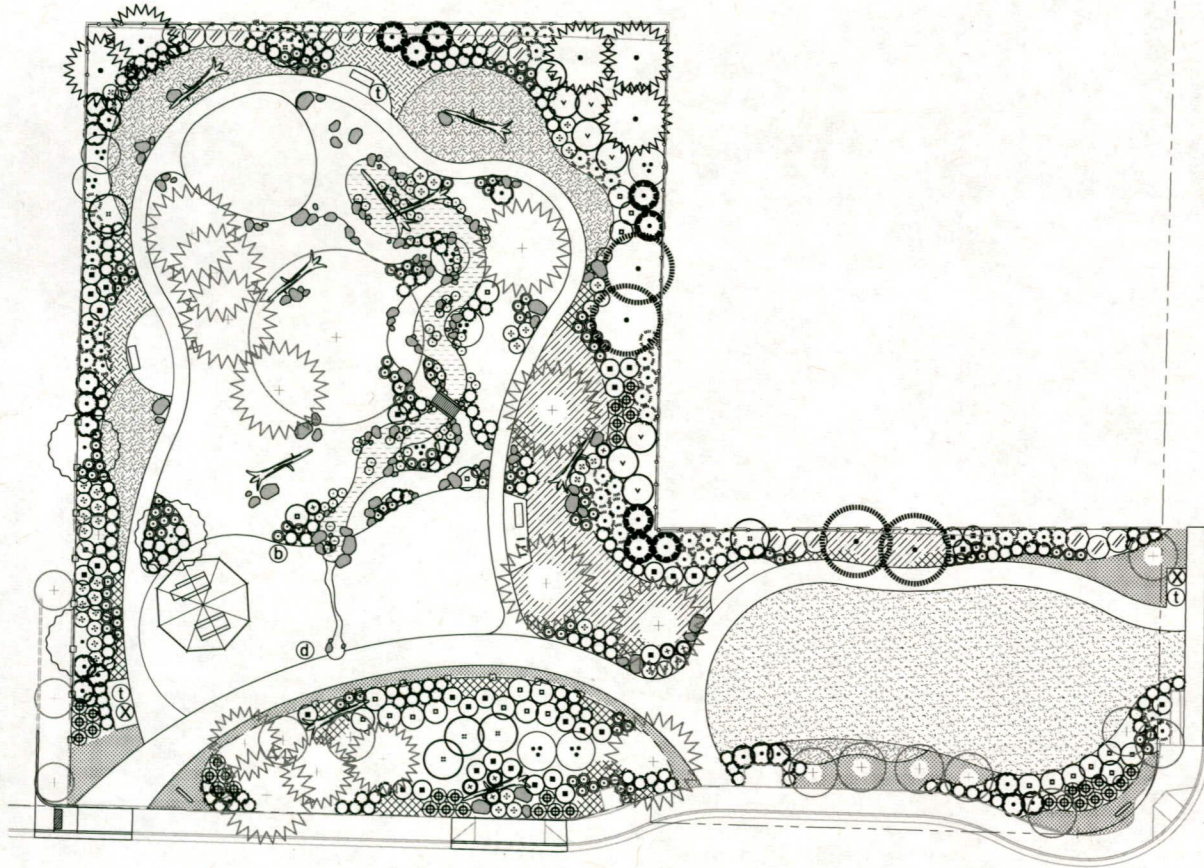
submit: **LAND USE SET**
 sheet title: **MATERIALS PLAN**

Date: 02-01-12
 Revisions:

Drawn By: WS
 Checked By: BJ
 Job No: 110308
 Approved: DE

L2.0
 sheet no. X of X





NOTES:

- ALL NEW PLANTING AREAS SHALL BE IRRIGATED UTILIZING AN FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL INCORPORATE A SMART CONTROLLER, IN COMBINATION WITH LOW PRECIPITATION SPRAY HEADS AND DRIP DISTRIBUTION TUBING. IRRIGATION INTENT IS TO PROVIDE SUFFICIENT WATER TO ESTABLISH NEW PLANTINGS WITHIN THE FIRST TWO YEARS, AND THEN SLOWLY DECREASE WATERING, LIMITED TO DRY MONTHS, OR PERIODS OF DROUGHT THE FOLLOWING (3) YEARS.
- CONTRACTOR SHALL PROVIDE TOPSOIL, SOIL AMENDMENTS AND MULCH AS SPECIFIED.
- ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS PROVIDED AS PART OF THE CONSTRUCTION DOCUMENT PACKAGE.
- QUANTITIES ARE LISTED FOR THE CONTRACTOR'S CONVENIENCE ONLY. ALL COUNTS MUST BE VERIFIED BY THE CONTRACTOR. IN THE CASE OF A DISCREPANCY BETWEEN THE LEGEND AND THE PLAN, PLANTS INDICATED ON THE PLAN SHALL SUPERCEDE QUANTITIES LISTED IN THE LEGEND.
- TREE REMOVAL AND PROTECTION SHALL BE PER ARBORIST RECOMMENDATION - SEE REPORT BY MORGAN HOLEN AND ASSOCIATES DATED 11-23-11.
- LOGS FROM SITE TREE REMOVAL TO BE BURIED 1/3 TO 1/2 IN GROUND.
- EXISTING TREE LOCATION / INFORMATION PROVIDED BY CITY OF WILSONVILLE.

PLANTING LEGEND

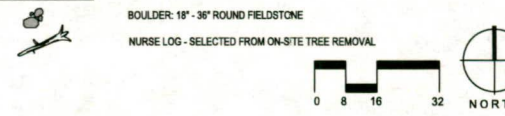
TREES

- EXISTING DECIDUOUS TREES TO REMAIN UNDISTURBED
SEE DEMOLITION AND TREE PRESERVATION PLAN
- EXISTING CONIFER TREES TO REMAIN UNDISTURBED
SEE DEMOLITION AND TREE PRESERVATION PLAN
- QTY ACER CIRCINATUM
8 VINE MAPLE; 8'-10" B&B, SPACE AS SHOWN - MULTI STEM (3 STEM MIN.)
- QTY CORNUS NUTTALLII 'EDDIE'S WHITE WONDER'
3 PACIFIC DOGWOOD; 2" CAL., B&B
- QTY OEUMLERIA CERASIFORMIS
8 INDIAN PLUM; 6'-8", 5 GAL. CONT.
- QTY PSEUDOTSUGA MENZIESII
5 DOUGLAS FIR; 8'-10" B&B, SPACE AS SHOWN
- QTY RHAMNUS PURSHIANA
6 CASCARA; 1.5" CAL., CONT., SPACE AS SHOWN
- QTY THUJA PLICATA 'FASTIGIATA'
4 HOGAN CEDAR; 6'-7" B&B, SPACE AS SHOWN

SHRUBS/GRASSES/PERRENIALS/GROUNDCOVER

- QTY CEANOTHUS THYRSIFLORUS
X BLUE BLOSSOM; 5 GAL. CONT., SPACE AS SHOWN
- QTY CORNUS SERICEA
X RED TWIG DOGWOOD; 5 GAL. CONT., SPACE AS SHOWN
- QTY CORNUS SERICEA 'FLAVIRAMEA'
X YELLOW TWIG DOGWOOD; 5 GAL. CONT., SPACE AS SHOWN
- QTY JUNCUS PATENS
X CALIFORNIA GREY RUSH; 1 GAL. CONT., SPACE AS SHOWN
- QTY HOLIDISCUS DISCOLOR
X OCEANSPRAY; 5 GAL. CONT., SPACE AS SHOWN
- QTY MAHONIA AQUIFOLIUM
X OREGON GRAPE; 5 GAL. CONT., SPACE AS SHOWN
- QTY MAHONIA NERVOSA
X OREGON GRAPE; 5 GAL. CONT., SPACE AS SHOWN
- QTY POLYSTICHUM MUNITUM
X SWORD FERN; 2 GAL. CONT., SPACE AS SHOWN
- QTY RIBES SANGUINEUM
X RED FLOWERING CURRANT; 5 GAL. CONT., SPACE AS SHOWN
- QTY SPIRAEA DOUGLASSII
X DOUGLAS SPIRAEA; 5 GAL. CONT., SPACE AS SHOWN
- QTY VACCINIUM OVATUM
X EVERGREEN HUCKLEBERRY; 5 GAL. CONT., SPACE AS SHOWN
- QTY WOODWARDIA FIMBRIATA
X GIANT CHAIN FERN; 5 GAL. CONT., SPACE AS SHOWN

- FRAGARIA CHILOENSIS
BEACH STRAWBERRY; 1 GAL. CONT., 12" O.C.
- GAULTHERIA SHALLON
SALAL; 1 GAL. CONT., 12" O.C.
- DICENTRA FORMOSA
PACIFIC BLEEDING HEART; 1 GAL. CONT., 18" O.C.
- MAHONIA REPENS
CREEPING MAHONIA; 1 GAL. CONT., 18" O.C.
- SEEDED LAWN
- DEMONSTRATION PLANTING AREAS
PLANTS TO BE FURNISHED AND INSTALLED BY OWNER
- DRY CREEK BED



GreenWorks, P.C.
Landscape Architecture
Landscape Design
14 1st Street, Suite 100
Portland, Oregon 97208
Phone: 503.281.7171
Fax: 503.281.7172
Email: info@greenworks.com



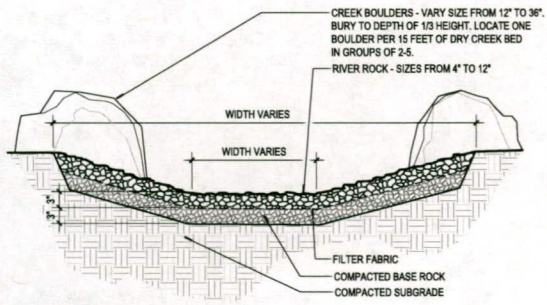
Project: **Engelman Park**
City of Wilsonville
2975g SW Town Center Loop
Wilsonville, OR 97170

Submittal: **LAND USE SET**
Sheet title: **PLANTING PLAN**

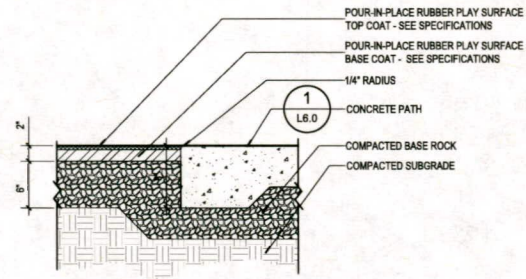
Date: 02-01-12
Revisions:

Drawn By: WS
Checked By: BJ
Job No.: 110308
Approved: DE

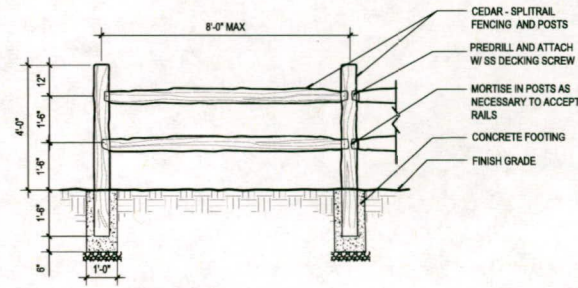
L5.0
sheet no. X of X



1 DRY CREEK BED
SECTION
0 3' 6' 12'

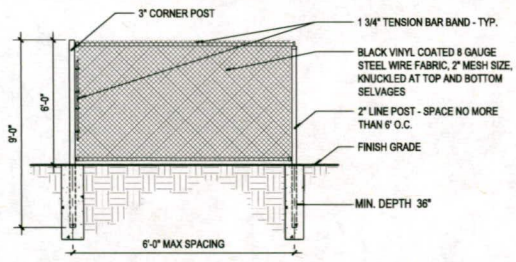


3 PLAYGROUND SURFACING
SECTION
0' 2' 4' 8'



3 SPLIT RAIL FENCE
ELEVATION
0' 6' 12' 24'

NOTES:
1. ALL HARDWARE INCLUDING POSTS, BARS, FRAMES, LATCHES, HINGES, STRAPS, BOLTS, ETC. TO MATCH COLOR OF MESH FABRIC.



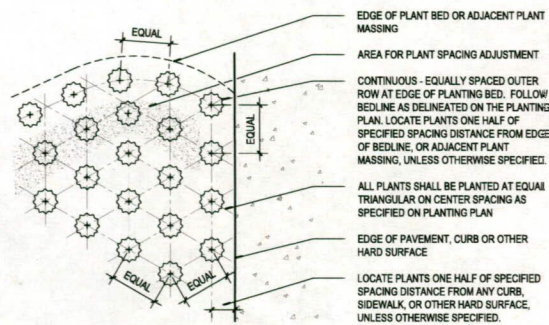
4 CHAIN LINK FENCE
ELEVATION
0 6' 12' 24'



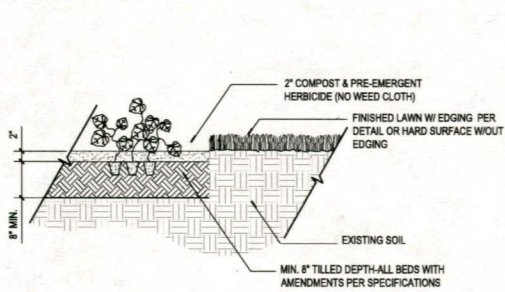
Project: **Engelman Park**
City of Wilsonville
29799 SW Town Center Loop
Wilsonville, OR 97070

submital: **LAND USE SET**
sheet title: **SITE DETAILS**
Date: 02-01-12
Revisions:
Drawn By: WS
Checked By: BJ
Job No. 110308
Approved: DE

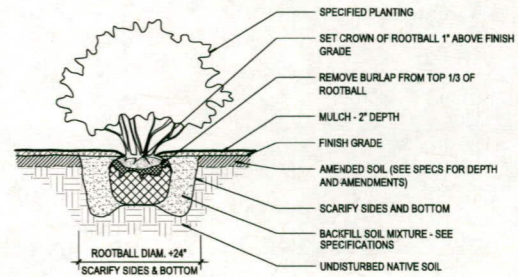
L6.1
sheet no. X of X



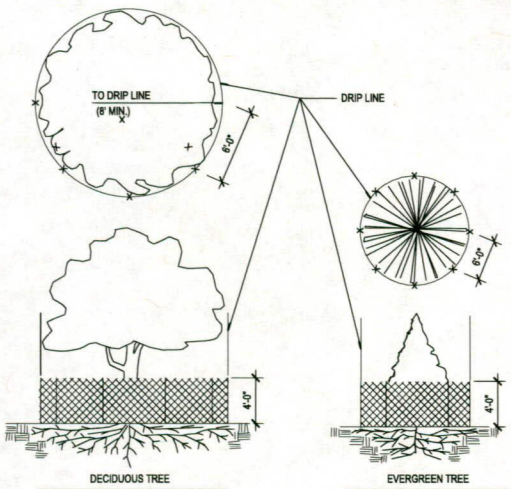
1 GROUNDCOVER PLANTING
PLAN NOT TO SCALE



2 TYPICAL GROUNDCOVER PLANTING
SECTION 0 3' 6" 12'



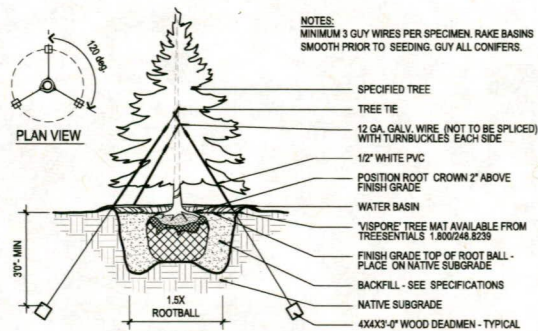
3 SHRUB PLANTING - B&B
SECTION 0 6' 12' 24'



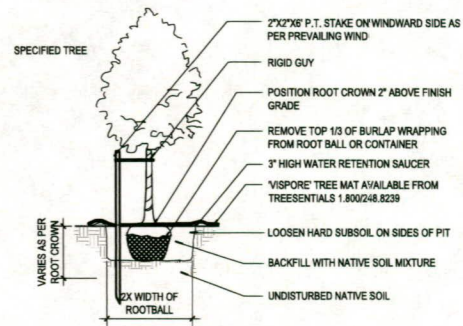
NO GRADING OR TRESPASSING INSIDE FENCE. FINAL GRADING SHALL NOT ALTER GRADE BY MORE THAN 6".

CONSTRUCTION FENCING PER ARBORIST REPORT. SECURE TO STEEL POSTS PLACED 6' O.C. INSTALL FENCING PRIOR TO START OF CONSTRUCTION. REMOVE ONLY WITH OWNER'S APPROVAL.

6 TREE PROTECTION FENCING
PLAN/SECTION NOT TO SCALE



4 CONIFER TREE PLANTING - GUYING
SECTION 0 6' 12' 24'



5 NATIVE DECIDUOUS TREE PLANTING
SECTION NOT TO SCALE



Project: **Engelman Park**
City of **Wilsonville**
29759 SW Town Center Loop
Wilsonville, OR 97170

submit: LAND USE SET
sheet title: **PLANTING DETAILS**
Date: 02-01-12
Revisions:

Drawn By: WS
Checked By: BJ
Job No: 110308
Approved: DE

L6.3
sheet no. X of X

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 5, 2012. Council President Núñez called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Knapp - excused
Council President Núñez
Councilor Hurst
Councilor Goddard
Councilor Starr

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Mike Kohlhoff, City Attorney
Sandra King, City Recorder

Motion: Councilor Goddard moved to approve the order of the agenda. Councilor Starr seconded the motion.

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

Council President Nunez listed the upcoming board and commission meetings scheduled for the month of March.

COMMUNICATIONS

Metro Councilor Carl Hosticka, and John Williams, Deputy Director of Community Development at Metro, provided an overview of the Climate Smart Communities Scenarios Project, what the state required of the region, and shared what was learned during the first phase of the Scenarios Project. Councilor Hosticka provided packets to each of the councilors containing these documents: Understanding Our Land Use And Transportation Choices, Phase 1 findings dated January 12, 2012; Climate Smart Communities Scenarios Project dated February 2012; and Understanding Our Land Use and Transportation Choices, Phase 1 Summary, dated February 2012.

The Climate Smart Communities Scenarios Project is a multi-year, collaborative effort between metro, local governments, and other regional partners. The project is focused on working together to find the right combination of land use and transportation actions that will keep communities vibrant and prosperous. The project directly responds to state requirements to reduce greenhouse gas emissions from light duty vehicles.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

An update on the Beauty and the Bridge Project was presented by members of the Student Art Council. Students from the elementary, middle and high schools in Wilsonville have participated in the project. Upon its completion the tiles and art work will be installed on the underpass of I-5 and Wilsonville Road. The students invited the Council and community to attend an open house to preview the artwork.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

There was none.

COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS

Council President Núñez – Chamber and Library Board liaison, did not have a liaison report; but announced the next event in the Down to Earth Sustainability Speaker Series titled “Secrets from the Chef” set for March 13.

Councilor Hurst – Parks and Recreation Board and Library Board liaison, had no liaison report to make. He invited the public to the Daddy Daughter Dance set for March 9.

Councilor Goddard – DRB and Clackamas County Business Alliance liaison reported the DRB approved a plan for lighting at Clackamas Community College as well as a site design review and tree plan for new Engelmann Park on Wilsonville Road. He noted the activities of the Clackamas Business Alliance meeting.

Councilor Starr – Planning Commission and Wilsonville Community Seniors Inc. liaison reported the Planning Commission would be addressing changes to the Sign Code at their next meeting. He announced the next Middle School Dance scheduled for March 16.

CONTINUING BUSINESS

A. **Ordinance No. 702** – 2nd reading

An Ordinance Repealing Wilsonville Code Chapter 10, Section 10.310 And Replacing It With New Section 10.310 Restricting Panhandling.

Mr. Kohlhoff read Ordinance No. 702 by title, and noted the language on page 2 of 3, paragraph (3)(b) had been changed to read, “In a public transportation vehicle or public transit transportation facility;”.

Motion: Councilor Hurst moved to adopt Ordinance No. 702 on second reading as amended. Councilor Goddard seconded the motion.

Vote: Motion carried 4-0

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Mayor Knapp – excused
Council President Núñez - Yes
Councilor Hurst - Yes
Councilor Goddard - Yes
Councilor Starr - Yes

CITY MANAGER’S BUSINESS

Mr. Cosgrove provided a recap of the meeting.

LEGAL BUSINESS – There was no report.

ADJOURN

Motion: Councilor Starr moved to adjourn. Councilor Hurst seconded the motion.

Vote: Motion carried 4-0.

The Council meeting adjourned at 7:46 p.m.

Respectfully submitted,

Sandra C. King, MMC, City Recorder

ATTEST:

TIM KNAPP, MAYOR

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7 p.m. on Thursday, February 23, 2012. Mayor Knapp called the meeting to order at 7:03p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Knapp
Council President Núñez
Councilor Hurst
Councilor Goddard - excused
Councilor Starr

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Mike Kohlhoff, City Attorney
Michael Bowers, Community Development Director
Sandra King, City Recorder
Mark Ottenad, Public Affairs Director
Dan Knoll, Public Affairs Coordinator
Mike Ward, Civil Engineer
Steve Adams, Interim City Engineer
Delora Kerber, Public Works Director
Kerry Rappold, Natural Resources Program Manager

Motion: Councilor Núñez moved to approve the order of the agenda. Councilor Hurst seconded the motion.

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

The Mayor reported he had attended the Westside Economic Alliance meeting, the City had received a thank you letter from Art Tech High School for participation in their Down To Earth Sustainability speaker series; and a thank you letter from the Skateboard Park Group for designating the location of a future skateboard park. The Mayor would be traveling to Washington DC to talk with elected officials about transportation funding for the area.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

Sheri Young, Silver Leaf Farms, PO Box 7, Wilsonville was concerned the Storm Water Master Plan did not contain a capital improvement project to replace the culvert between her property and the Bernert's property south of Wilsonville Road near OrePac. She submitted a letter dated January 9, 2012 for the record. The current culvert is breaking down making it difficult to get farm equipment over the crossing. She asked that the project be included in the Storm Water Master Plan. Ms. Young also noted the zoning indications on her land are inaccurate as are the maps.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Mr. Cosgrove would have Mr. Rappold get in touch with Ms. Young to correct the information. Council discussed amending the plan to include the culvert project in the list of unfunded projects with the understanding if the project was not included it would not be eligible for funding.

Mr. Kohlhoff stated the City's technical staff has spoken with the Young's and Bernert's and have recommended the project not be included in the Storm Water Master Plan. The letter from Dave Bernert originally sent to the City and dated January 2, 2012 was included in the January 30, 2012 Council Work Session packet and would be made a part of the record for this meeting. The project may be included in the Plan as an unfunded project; if the project was not included in the Plan tonight it could be included in future amendments of the Plan.

Simon Springall, 7710 SW Roanoke Drive South, Wilsonville, referred to the statement in the *Wilsonville Spokesman* by Councilor Goddard, "The idea that we're going to take additional ten years of projects and call them unfunded or potential is of no significant purpose besides muddying up the scope and purpose of the plan." Mr. Springall thought the whole point of a long range plan was to have a set of projects that could be taken up, and he detected hostility towards the natural resources and the maintenance of the natural environment around the city. He suggested Councilors look to their mission statement when they are considering such items.

COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS

Council President Núñez – Chamber and Library Board liaison. Councilor Núñez had attended the Library 30th anniversary celebration.

Councilor Hurst – Parks and Recreation Board and Library Board liaison had no reports to make. He announced the volunteer planting event scheduled for Saturday February 25.

Councilor Starr – Planning Commission and Wilsonville Community Seniors Inc. liaison announced the middle school dance set for Friday the 24th; and that the Planning Commission continues their work on sign code changes, the water distribution master plan, and city communications plan.

CONSENT AGENDA

Mr. Kohlhoff read the Consent Agenda item into the record.

A. Approval of the minutes of the February 6, 2012 Council Meeting.

Motion: Councilor Hurst moved to approve the Consent Agenda. Councilor Starr seconded the motion.

Vote: Motion carried 4-0

NEW BUSINESS

A. **Resolution No. 2347**

A Resolution Of The City Of Wilsonville Authorizing Geotechnical And Design Consultant Contract For Continuation Of The Boeckman Road Extension Project To Complete Substantial Soil Compression, Repair, And Reconstruction Work.

Mr. Kohlhoff read the title of Resolution No. 2347 into the record.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Steve Adams, Interim City Engineer, presented the staff report for the proposed Resolution.

Boeckman Road Extension project, CIP #4048, was designed by HDR Engineering, Inc., and then constructed by Kerr Contractors, Inc. from autumn 2006 through autumn 2008. After the roadway was opened the areas near the Coffee Creek Bridge approaches were observed to settle excessively creating undesirably steep grades across the approach slabs to the bridge and impacting the existing culverts and wildlife crossings.

The City of Wilsonville (City) instituted a lawsuit, City of Wilsonville v. HDR Engineering, Clackamas County Circuit Court Case No. CV 10070047, over geotechnical and design errors involving the subsidence of the road and bridge abutments over compressible soils. In conjunction with this lawsuit, the city contracted with Tim Blackwood of Pacific Geotechnical for geotechnical design services. Mr. Blackwood provided technical and professional solutions to the sinking roadway along with detailed cost estimates. The soils analysis work from this study indicates significant additional settlement is anticipated. Pursuant to Resolution No. 2323, adopted by Council on September 21, 2011, a settlement of claims was authorized.

The City has contracted with Hart Crowser for geotechnical design and construction management services for a pre-load program through Purchase Order # 003970, dated October 20, 2011. Hart Crowser completed a draft report with drawings for the preload, and presented them to the City on December 22, 2011.

To proceed with the re-design and re-construction of Boeckman Road, Mr. Blackwood has assembled a team consisting of Hart Crowser as project manager and geotechnical engineer, OTAK for civil and structural engineering, Mackay and Sposito for survey services, and DKS Associates for traffic management.

As a continuation of the services provided by Tim Blackwood, the City needs to proceed with roadway re-design and re-construction phase services for this project. Staff recommends that Hart Crowser be named the prime consultant, project manager and geotechnical engineer to lead the re-design and re-construction of Boeckman Road and award a Professional Services Agreement in the amount of Three Hundred Thirty-Four Thousand, Three Hundred Sixty Nine dollars (\$334,369.00). The value of this contract to be covered by the settlement of claims previously received from HDR Engineering.

Under the City's Purchasing Procedures Manual, Revised August 2011, the following findings and allowances are made:

Special Procurements

- Contract-specific Special Procurement: used for entering a single contract or a number of related contracts on a one-time basis or for a single project.

Finding:

Hart Crowser, through Tim Blackwood and Pacific Geotechnical, during the legal proceedings against HDR Engineering was qualified and hired by the City, through the Office of City Attorney, and qualified as the City's main expert on the geotechnical and design issues to provide the technical solutions to the subsiding roadway and the costs for the solution. See above findings as well.

Following the settlement of claims, the City contracted with Hart Crowser for geotechnical design and construction management services for a pre-load program. Hart Crowser, Inc. has

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

the professional expertise and project specific knowledge to continue forward with being the project manager for the redesign and re-construction of Boeckman Road.

Oregon Revised Statures

- **279C.115 Direct contracts for services of consultants.**
 - (1) As used in this section, "consultant" means an architect, engineer, photogrammetrist, transportation planner or land surveyor.
 - (2) A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.
 - (3) A contracting agency may adopt criteria for determining when this section applies to a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services. [2003 c.794 §94; 2011 c.458 §5]

Finding:

Hart Crowser, through Tim Blackwood and Pacific Geotechnical, has previously explored, tested and analyzed the local soil conditions and has substantially described, planned, and otherwise studied the geotechnical issues and design solutions to mitigate the compressible soils problem and repair the road and bridge abutment issues. Hart Crowser, Inc. is currently under contract to provide geotechnical design and construction management services for a pre-load program of the compressible soils on the site.

The adoption of the resolution will be the next step in the re-improvement of the Boeckman Road project. The areas of the bridge that are subsiding will be surcharged with rock and soil. When sufficient compression has occurred, the road will be rebuilt next year. Staff was not engaging the same geotechnical firm that originally built the roadway and was confident this repair would prevent further subsiding. Originally it was thought the repairs would take 6-8 months; however, testing done last fall indicates there is more settlement expected than what was thought last summer. Rather than have the surcharging material placed now and rebuild the road in November, staff chose to delay placing the material until late summer with the hope the surcharging would be completed by mid-spring 2013, and then the road would be rebuilt. The roadway would be closed this August and reopen in August of 2013.

Motion: Councilor Nunez moved to approve Resolution No. 2347. Councilor Hurst seconded the motion.

Vote: Motion carried 4-0.

CONTINUING BUSINESS

- A. **Ordinance No. 700** – continued decision 2nd reading
An Ordinance Of The City Of Wilsonville Adopting A Storm Water Master Plan, Repealing The 2001 Stormwater Master Plan And Amending The City's Comprehensive Plan To Include The Newly Adopted 2011 Stormwater Master Plan to Replace the 2001 Stormwater Master Plan.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Ordinance No. 700 was read into the record by title only on second reading by Mr. Kohlhoff who noted the Council had been requested during Citizen Input to add an unfunded project to the SWMP for culvert replacement south of Wilsonville Road.

Mr. Rappold prepared the following staff report for the second reading. He, Delora Kerber, Public Works Director, and Michael Bowers, Community Development Director presented an abbreviated PowerPoint originally given January 30, 2012.

The City Council discussed the Stormwater Master Plan at a special work session on January 30, 2012. Various aspects of the proposed master plan were reviewed with staff. As a result of the discussion, the City Council directed staff to bring the master plan back for a second reading at their February 23, 2012 meeting.

As part of the discussion, the City Council wanted capital project LID8 (SW French Prairie Green Street) removed from the master plan. Staff has made the following revisions to the plan to accommodate this request:

1. Revised the following pages in the master plan (Exhibit A):
 - a. **Page ES-5** – revised total cost for capital improvement program
 - b. **Page ES-8** – removed project from Table ES-1, and revised unfunded and total costs for CIPs
 - c. **Page 8-31** – reference changed from eight to seven LID projects
 - d. **Page 8-45** – removed project from Table 8-2, and revised subtotal and total costs for CIPs
 - e. **Page 9-10** – removed project from Table 9-1
 - f. **Page 9-13** – revised unfunded and total cost for CIPs
 - g. **Page 9-16** – removed project from Table 9-2, and revised unfunded and total costs for CIPs
 - h. **Figure ES-1** – removed project from figure
 - i. **Figure 8-1** – removed project from figure

2. Removed the following pages in the master plan (Exhibit B):
 - a. Page 8-39 – project description
 - b. Appendix F – project description
 - c. Appendix H – summary cost sheet

Councilor Goddard arrived at 7:38 p.m.

Mr. Rappold pointed out the storm water requirements are based on the health of the Willamette River, the Federal Clean Water Act and the responsibilities the city has in managing storm water. The Storm Water Master Plan sets the framework for how the city manages its system in developing policies, and implementation measures that guide what is done. A part of developing the SWMP included looking at problem areas where there is erosion, coupled with where the city needed to meet the requirements because of the Federal Clean Water Act and the State DEQ requirements. Out of this effort comes the capital improvement program which identifies projects and the funding for the projects as well as operations and maintenance. This feeds in to the City Code, Development Code, and Public Works Standards where the specifics of managing storm water are set out. Tied to this is the federal requirements which come through the city's NPDES permit (National Pollutant Discharge Elimination System).

Delora Kerber noted the costs of the SWMP program include program management as well as operations and maintenance activities to meet the requirements of the NPDES permit.

CITY OF WILSONVILLE
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Michael Bowers talked about future growth and identified what was in the program, and what was not included in the CIP program. The 20 year master plan project list has been divided into three ten-year segments. For the most part the master plan includes services inside the city, including the existing urban growth boundary areas (Coffee Creek Industrial Area, Villebois build out, and Frog Pond residential area). The capital improvement list does not include areas that are beyond the UGB limits, including Basalt Creek north of Day Street, and areas east of Frog Pond to Advance Road. These are listed on the unfunded project list. The SWMP will be reviewed at the ten year point to reevaluate and rebalance the projects in the unfunded projects list.

Mayor Knapp asked for staff's perspective on the culvert on Coffee Lake Creek south of Wilsonville Road.

Mr. Rappold responded by identifying the location of the culvert on a map, which was south of OrePac and connected the two farm fields owned by the Bernert's and the Young's. He said it was difficult to determine the specifics of a 30-year old project and he was unable to find evidence of a public easement or agreement for long term maintenance, at this point the culvert crossing serves to connect two private properties. Mr. Rappold explained part of the decision process included consideration of the Brown Road extension which would require a new crossing of Seeley Ditch or Coffee Lake Creek and which could be located at either Baily Street or 5th Street. He felt it was in the best interest of the city to place a new crossing that would function properly and be part of the city's transportation system. Mr. Rappold provided a project number – CLC-10 Coffee Lake Creek Culvert Replacement – should the council want to include the project on the funded list; however he was not recommending adding the project.

Projects located on private lands were chosen for the opportunities they presented, restoring wetlands for example; but the majority of the projects were on public land. However, it was possible to pursue a public/private project outside the framework of the SWMP.

Mr. Kohlhoff added the city could enter into an agreement to share the cost of an improvement if it had a public benefit. The project could be added at a later date, or listed in the Storm Water Master Plan as an unfunded project to be reassessed in the future.

Motion: Councilor Hurst moved to approve Ordinance No. 700 as is on second reading. Council President Núñez seconded the motion.

Councilor Hurst commented his motion to adopt the SWMP as written did not belittle Ms. Young's concern and request. Staff raised a good point, should there be development plans for the area the issue may be addressed then; or if it became a pressing enough matter impacting the public it could be approached outside of the SWMP. Adopting the Storm Water Master Plan was necessary to allow studies and improvements to begin, set the Systems Development Charges appropriately, and have staff move from planning to executing the CIP projects listed in the SWMP. He noted each project would be reviewed and approved by council as they are brought forward to be implemented.

Councilor Starr stated as a newer councilor, he has more appreciation for the Stormwater Master Plan than before he was elected. Having a robust stormwater master plan is one of the elements that make Wilsonville such a livable town. As we move into the future to be able to plan and do our part for the environment is important. The Councilor reiterated the CIP budget is reviewed by the Budget Committee and some of the projects can be unfunded should the Budget Committee reprioritize the projects.

Councilor Starr amended the motion to include Ms. Young's property in the Plan as unfunded since the future was uncertain.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Amendment to Motion: Councilor Starr moved to amend the motion by adding to the unfunded section the project identified as CLC-10 Coffee Creek Culvert Replacement Project. Councilor Goddard seconded the motion.

Vote on Amendment: Motion failed 2-3.
Councilors Starr and Goddard voting "Yes".

Councilor Goddard supported the adoption of the Storm Water Master Plan to have funding available for the highest priority storm water projects. He did not believe including the unfunded project category in the Storm Water Master Plan was an efficient use of staff time for projects that may not remain intact over the next thirty years, and he did not want to create legislative confusion by including that project category. In addition, it was likely the regulations and requirements will change over the next 30 years.

Mayor Knapp thought it was important to keep long range unfunded list in the Plan since this aids in planning for funding, as well as coordinating future development proposals. If Systems Development Charges are not adequate to pay for new development then existing residents are charged extra because new development has not paid its own way. The City's general philosophy is for new development to pay its own way.

Vote: Motion carried 5-0.
Council President Núñez - Yes
Councilor Hurst - Yes
Councilor Goddard - Yes
Councilor Starr - Yes
Mayor Knapp - Yes

PUBLIC HEARING

A. **Ordinance No. 702** – First reading
An Ordinance Repealing Wilsonville Code Chapter 10, Section 10.310 And Replacing It With New Section 10.310 Restricting Panhandling.

Mr. Kohlhoff read Ordinance No. 702 into the record by title only.

Mayor Knapp opened the public hearing at 8:12 p.m. and read the hearing format for the record.

Michael Kohlhoff presented the staff report.

W.C. 10.310 has not been updated since the original adoption of the City Code. There have been substantial developments in both Oregon and Federal constitutional law since the adoption of the original City Code. As it is currently written, W.C. 10.310 would fail to pass a first-amendment challenge under the federal constitution or a challenge under Article 1 Section 8 of the Oregon constitution. An update of this Code section is necessary to bring the law in conformity with current constitutional law.

Background

Currently, W.C. 10.310 reads, "Begging. No person shall beg or solicit money or other gratuities upon the streets or any public place in the City."

This issue came before the Legal department when a defendant was found guilty by the Wilsonville

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Municipal Court of violating 10.310. Judge Gleeson suspended imposing the conviction because he was concerned about the constitutionality of the Code section.

After researching the topic, the legal department concluded that, as currently written, 10.310 would be considered an impermissible regulation of speech content. This is because to enforce the law, a police officer would have to listen to words spoken by a person to determine if the law is being broken—a police officer would have to hear the content of the speech to be able to decide if the law applied. When a law restricts speech based on its content, the US Supreme Court has determined that it must be tied to a compelling government interest and be implemented via the least onerous means possible—very few laws meet this high standard. Judge Gleeson also found W.C. 10310 would violate constitutional free speech standards.

While governments are not allowed to regulate the content of speech in public fora, they can adopt reasonable time, place, and manner regulations under which communications are made. Time, place, and manner restrictions do not prohibit content, but they regulate the way that individuals are allowed to convey the content to the public. A common example would be a noise ordinance that restricted the use of a bullhorn—the speakers' content is not being regulated, just the manner in which they are allowed to convey their message to the public. Wilsonville can implement reasonable time, place, and manner restrictions on panhandling that do not reach the speakers' content.

Related Policies/Budget Considerations

- (1) It is not the content of a panhandler's speech that makes individuals uncomfortable traveling or spending time in public places. However, often the attendant circumstances surrounding the panhandling or the physical actions of the panhandler can result in annoyance, discomfort, distress, or fear. By regulating the conduct and attendant circumstances of panhandling activities the City can alleviate these burdens on the use of public property.
- (2) Enforcement of this ordinance would not require any extra expenditure of City resources, it simply updates the current section 10.310 to comport with constitutional standards.
- (3) Under § 1983, municipalities can be responsible for compensatory and nominal damages if they are held to have violated an individual's constitutional rights. The municipality can also be held responsible for paying the attorney's fees of the party that brings the claim. It is important to remove clearly unconstitutional code sections to avoid exposing the City to legal liability.

Council Options

In order to comply with the Oregon and Federal constitution W.C. 10.310 cannot continue to be enforced in its current form. The Council could repeal it entirely and try to rely on other provisions in the Oregon Criminal Code such as assault (ORS 163.160-163.185), menacing (ORS 163.190), coercion (ORS 163.275), or stalking (ORS 163.732). This option would address the most onerous panhandling activities, but would not reach all the activities that have the potential to annoy, distress, or place individuals in fear as they navigate public spaces.

To better address the specific concerns raised by panhandling activities, the City Council could adopt a targeted ordinance that places reasonable restrictions on the time, place, and manner of panhandling activities designed to focus on the particular concerns raised by such activities.

The Mayor invited public comment, hearing nothing he closed the public hearing at 8:40 p.m.

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Motion: Councilor Hurst moved to approve Ordinance No. 702 on first reading. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

CITY MANAGER'S BUSINESS

Mr. Cosgrove provided a recap of the meeting. He noted the city had signed a contract with Eco Northwest and asked for council direction on forming a ten member economic development task force. Mr. Cosgrove identified potential task force members as major employers, small business owners, and people in the community who wear multiple hats. Councilors Starr and Hurst would sit as ex officio members and facilitate the meetings, which would be open to the public. The meetings would begin in March and end in June with an economic summit.

Mr. Cosgrove advised he was in the middle of the internal budget review process, and the departments were providing a status quo budget or less than last year's.

LEGAL BUSINESS – No report.

ADJOURN

Motion: Councilor Núñez moved to adjourn. Councilor Hurst seconded the motion.

Vote: Motion carried 5-0.

The Council meeting adjourned at 8:30 p.m.

Respectfully submitted,

Sandra C. King, MMC, City Recorder

ATTEST:

TIM KNAPP, MAYOR

CITY COUNCIL STAFF REPORT

Tooze Road (110th to Grahams Ferry Road) Local Agency Agreement with ODOT

Meeting Date: March 19, 2012
Report Date: March 6, 2012
Source of Item: Community Development

Contact: Kristin Retherford, Urban Renewal Manager
Contact Telephone Number: 503-570-1539
Contact E-Mail: retherford@ci.wilsonville.or.us

Issue Statement

Staff recommends the City Council adopt a resolution authorizing the Mayor to enter into a Local Agency Agreement and a Right of Way Services Agreement with ODOT to allow the City to receive \$799,863 of Appropriations Act 56C0 federal funds for the reconstruction of Tooze Road between 110th and the intersection with Grahams Ferry Road.

Background

The City of Wilsonville is the recipient of \$799,863 of Appropriations Act 56C0 federal funds for the reconstruction of Tooze Road between 110th and the intersection with Grahams Ferry Road. These funds can be used for preliminary engineering and right of way acquisition.

When the City received federal and state funding for the design and construction of Boeckman Road from 95th Street to 110th, the initial award included reconstruction of Tooze Road through the intersection of Grahams Ferry Road. Due to rising construction cost estimates the City made the request to break the project into two phases. The initial federal and state funding was applied solely to the first phase of construction of Boeckman Road, with the agreement that the City would either start the Tooze Road reconstruction project by the end of 2011 or initiate an amendment to the original Local Agency Agreement to extend the Tooze Road project timeline beyond 2011.

Subsequently, the City was awarded an additional appropriation of \$799,863 specifically for the Tooze Road project. This Local Agency Agreement creates new terms for this phase of the original project. It extends the City's timeline for the reconstruction of Tooze Road and allows the City to begin using the additional appropriation for design and right of way acquisition. A significant amount of preliminary engineering for this phase was completed during the original Boeckman Road project and the majority of the legal descriptions needed for right of way acquisition are in existence at this time. By entering into this agreement the City can formally extend its obligation to complete the reconstruction of Tooze Road, and complete sufficient engineering and permitting work to allow property acquisition to move forward.

Costs of construction will be paid in part by future development, with the balance funded through SDCs and Urban Renewal. The total project cost estimate is \$6,700,000. The City will have ten years from the date of the agreement to complete the project.

Kristin Retherford
Urban Renewal Manager

Date

RESOLUTION NO. 2348

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE A LOCAL AGENCY AGREEMENT AND RIGHT OF WAY SERVICES AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF TOOZE ROAD BETWEEN 110TH AVENUE AND THE INTERSECTION WITH GRAHAMS FERRY ROAD (WILSONVILLE).

WHEREAS, the reconstruction of Tooze Road between 110th Avenue and the intersection of Grahams Ferry Road is a project identified in the City's Transportation System Plan and in its West Side Urban Renewal Plan, and is necessary to complete development at the north end of the Villebois Master Plan Area; and

WHEREAS, the City's original Local Agency Agreement with ODOT for the construction of the Boeckman Road Extension Project included reconstruction of this section of Tooze Road; and

WHEREAS, due to increasing construction cost estimates, the City negotiated with ODOT to construct only the extension of Boeckman Road from 95th Avenue to 110th, and to defer the reconstruction of Tooze Road westward to the intersection of Grahams Ferry Road to a future date; and

WHEREAS, under the terms of the renegotiated agreement with ODOT, the City agreed to either initiate the Tooze Road reconstruction project prior to the end of 2011 or amend the prior Boeckman Road Local Agency Agreement to further extend the timeline for reconstructing Tooze Road; and

WHEREAS, subsequent to this agreement the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010, Public Law 111-117) identified 353 projects totaling \$292,879,000 for Surface Transportation Priorities Projects. The Federal Highway Administration (FHWA) allocated \$292,829,000 of program code 56C0 funds (DELPHI code 15X0564B50.0000.05056C0500) to States, with an equal amount of obligation authority; and

WHEREAS, the City of Wilsonville has been appropriated \$799,863 of these funds to be used for preliminary engineering and right of way acquisition for the reconstruction of Tooze Road between 110th Avenue and the intersection with Grahams Ferry Road; and

WHEREAS, the total project cost estimate for reconstructing Tooze Road is \$6,700,000 with construction to be funded by future development, SDCs and Urban Renewal; and

WHEREAS, until federally appropriated funds are obligated through an agreement they are at risk of being rescinded; and

WHEREAS, the currently proposed Local Agency Agreement and Right of Way Services Agreement will obligate this \$799,862 appropriation, allow the City to begin expending these appropriated funds on preliminary engineering and right of way acquisition, and establish new conditions for the Tooze Road reconstruction project by extending the construction timeline for ten years beyond the date of the new Agreement.

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

1. The City of Wilsonville City Council authorizes the Mayor to execute Local Agency Agreement No. 28135 for Surface Transportation Project Tooze Road: 110th Avenue to Grahams Ferry Road (Wilsonville) and the associated Right of Way Services Agreement No. 28136 attached hereto as Exhibit A and incorporated as if fully set forth herein, between the City of Wilsonville and the Oregon Department of Transportation;
2. The effective date of this Resolution is March 19th 2012.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2012, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, Mayor

ATTEST:

Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp _____
Council President Núñez _____
Councilor Hurst _____
Councilor Goddard _____
Councilor Starr _____

List of Exhibits

Exhibit A – Local Agency Agreement No. 28135 for Surface Transportation Project Tooze Road:
110th Avenue to Grahams Ferry Road (Wilsonville) and the associated Right of Way Services
Agreement No. 28136

LOCAL AGENCY AGREEMENT
SURFACE TRANSPORTATION PROJECT
Tooze Road: 110th Avenue to Grahams Ferry Road (Wilsonville)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and THE CITY OF WILSONVILLE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Tooze Road, 110th Avenue, and Grahams Ferry Road are all a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. The Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010, Public Law 111-117) identified 353 projects totaling \$292,879,000 for Surface Transportation Priorities Projects. The Federal Highway Administration (FHWA) allocated \$292,829,000 of program code 56C0 funds (DELPHI code 15X0564B50.0000.05056C0500) to States, with an equal amount of obligation authority.
4. The Surface Transportation Priorities Projects funds are available until expended, and the Federal share is 100 percent. These funds are not subject to obligation limitation and the obligation authority is available until used.
5. The funding for the Surface Transportation Priorities Projects will be treated as demo or high priority project funding, and Demo IDs have been assigned for each project. Each project has been assigned a unique Demo ID that links the funding to the specific project description. The Demo ID for the Tooze Road: 110th Avenue to Grahams Ferry Road (Wilsonville) project is OR198.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under said provisions, Agency agrees to road improvements of Tooze Road from 110th Avenue (terminus of Boeckman Road extension project) west to Grahams Ferry Road hereinafter referred to as "Project." Project includes reconstructing and widening the existing road to include turn lanes and to tie into State's Boeckman Road extension Oregon Transportation Investment Act Project that was completed

in 2008. Project will also include new sidewalks, landscaping, bike lanes and stormwater facilities as well as wet utilities to be constructed at the Agency's expense. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The total Project cost is estimated at \$6,700,000, which is subject to change, and will be paid for in Agency and federal funds. A portion of the Project shall be conducted as part of the Transportation, Housing And Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010, Public Law 111-117) Demo ID #OR198. The Appropriations Act 56C0 federal funds for the Project are limited to \$799,863. These **56C0** federal funds are not subject to obligation limitation and do not require matching funds. Agency shall provide any non-participating costs, including all costs in excess of the Appropriations Act **56C0** federal funds. Only work begun after the effective date of this Agreement and notice to proceed from the State is eligible for Appropriations Act **56C0** funds. The funds shall be used for Preliminary Engineering (PE) and Right of Way. *No State Gas Tax Funds shall be used on this Project.*
3. The Demo ID Number and Project Description are as shown in the table below:

Demo ID Number	Project Description
OR198	Tooze Road, OR

4. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
5. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
6. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The attached Special Provisions may contain additional termination conditions.
7. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents,

employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

8. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
9. This Agreement may be terminated by mutual written consent of both Parties.
10. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
14. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. State's Project Manager for this Project is Tom Weatherford, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209-4012, (503) 731-8238, thomas.l.weatherford@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
17. Agency's Project Manager for this Project is Kristin Retherford, Urban Renewal Project Manager, 29799 SW Town Center Loop E, Wilsonville, OR 97070, (503) 570-1539, retherford@ci.wilsonville.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #17212) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

Signature page to follow

CITY OF WILSONVILLE, by and through
its elected officials

By _____
Mayor

Date _____

By _____
Recorder

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Kristin Retherford, Project Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070
(503) 570-1539
retherford@ci.wilsonville.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

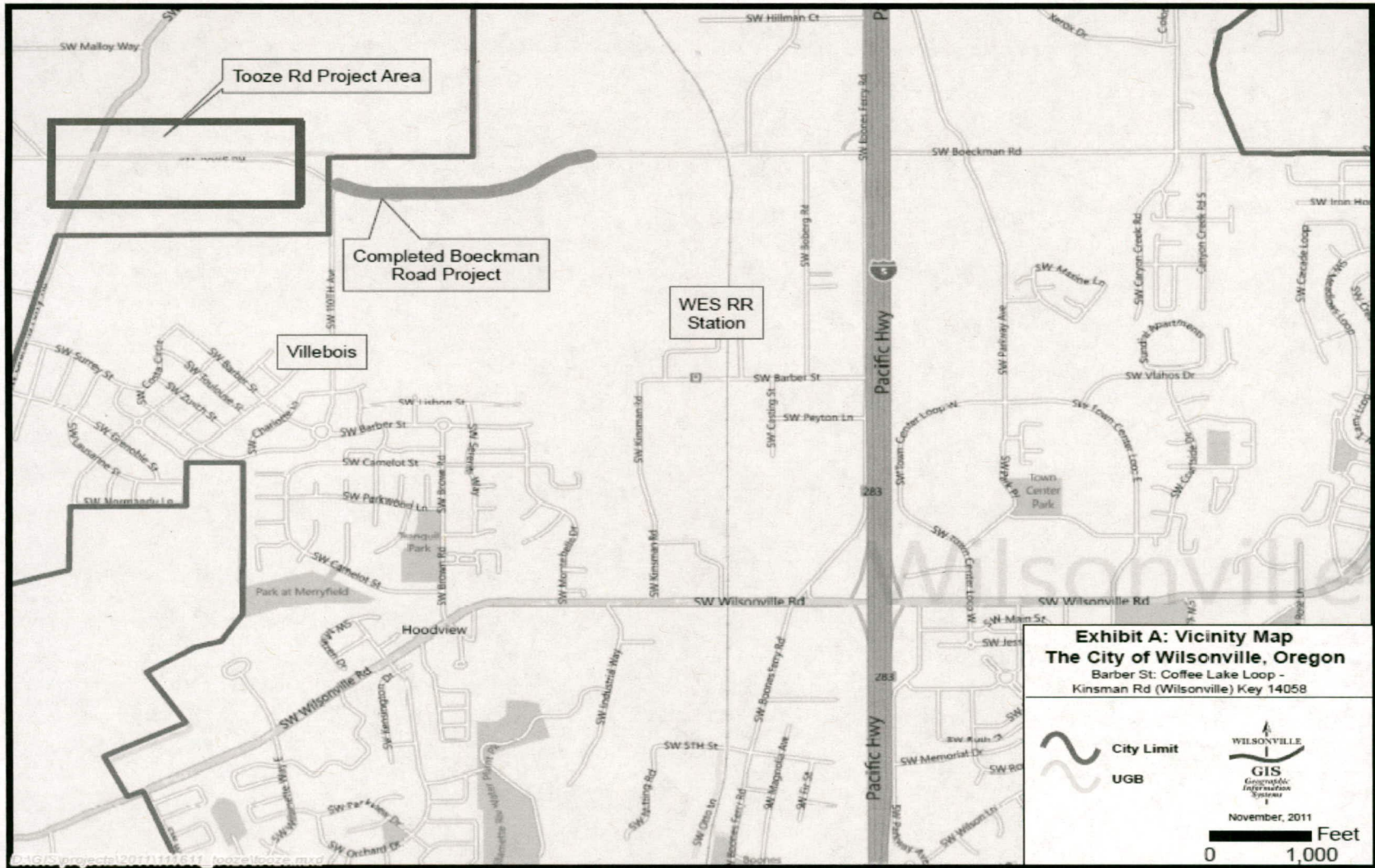
By _____
Assistant Attorney General

Date _____

State Contact:

Tom Weatherford, Local Agency Liaison
ODOT – Region 1
123 NW Flanders Street
Portland, OR 97209-4012
(503) 731-8238
thomas.l.weatherford@odot.state.or.us

EXHIBIT A – Project Location Map



Agency/State
Agreement No. 28135

ATTACHMENT NO. 1 TO AGREEMENT No. 28135
SPECIAL PROVISIONS

1. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments.
2. State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.
3. Indemnification language in the Standards Provisions, Paragraphs 46 and 47; and Paragraph 4 in regard to tort claims, shall be replaced with the following language:
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in

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such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
 - d. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
4. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project. Prior to award of the contract, the Project cost is defined as the engineer's estimate plus ten (10) percent.
 5. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.

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ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all

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responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

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STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

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16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended; ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

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AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
- a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

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27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

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- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide

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copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

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CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

49. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

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

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- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

Tooze Road: SW 110th Avenue- SW Grahams Ferry Road

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF WILSONVILLE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain SW Tooze Road, SW 110th Avenue and SW Grahams Ferry Road are City Streets under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. N/A, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 28135. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under

no conditions shall Agency's obligations for said services exceed a maximum of \$3,000, including all expenses, unless agreed upon by both Parties.

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than October 12, 2021, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. If the State performs right of way services on behalf of the Agency, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Wayne Kwong, Right of Way Agent, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8439, wayne.kwong@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.
4. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
5. Agency's right of way contact person for this Project is Kristin Retherford, Urban Renewal Project Manager, 29799 Town Center Lp East, Wilsonville, OR 97070, (503) 570-1539, retherford@ci.wilsonville.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$3,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing; Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. If federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds

or other available non-appropriated funds, up to the amount received under this Agreement.

12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

CITY OF WILSONVILLE, by and through
its elected officials

By _____
Mayor

Date _____

By _____
City Recorder

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Kristin Retherford
Urban Renewal Project Manager
29799 Town Center Lp East
Wilsonville, OR 97070
(503) 570-1539
retherford@ci.wilsonville.or.us

State Contact:

Tom Weatherford
Region 1 Local Agency Liasion
123 NW Flanders Street
Portland, OR 97209
(503) 731-8238
thomas.l.weatherford@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation
is to be done by State)

By N/A
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, or a State Flex Services consultant. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, Agency shall provide State with a status report of the Project quarterly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. Prior to the initiation of acquisitions, if title to the properties is to be acquired in the name of the Agency, the Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation. If the Oregon Department of Justice

is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "State Right of Way & Rail/Utility Coordination Manual", "Contractor Services Guide" and the "Right of Way Engineering Manual". The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "Contractor Services Guide". Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Hazardous Materials Study within project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Corridor study

indicates the potential presence of contamination that could impact the properties.

- If contamination is found, a recommendation for remediation will be presented to State.

e. Agency shall be responsible for arrangement of any necessary remediation.

f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

4. Appraisal:

a. Agency shall conduct the valuation process of properties to be acquired.

b. Agency shall perform the Appraisal Reviews.

c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.

5. Negotiations:

a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.

b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Agency and State.

c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

6. Relocation:

a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.

- b. Agency shall make all relocation and moving payments for the Project.
- c. Agency shall perform the relocation appeal process.

C. Closing Phase

- 1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If Agency is handling the closing, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
- 2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

- 1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
- 2. Agency shall dispose of all improvements and excess land.

E. Condemnation

- 1. Agency may offer mediation if the parties have reached an impasse.
- 2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
- 3. Agency shall perform all legal and litigation work related to the condemnation process. (If State agrees to handle legal and litigation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for Agency for the Project, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.)
- 4. Where State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, and agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agency agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agency's name. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

If applicable, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

APPLICABLE ONLY IF FEDERAL FUNDS INVOLVED

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial, of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is

presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and

successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless

exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged

Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

King, Sandy

From: Adams, Steve
Sent: Tuesday, March 06, 2012 2:48 PM
To: Managers
Subject: Speed Sign changes
Attachments: Speed Sign changes, Feb. 2012.doc

The attached document shows the speed sign changes that will occur within the city in the next few weeks.

Thanks, Steve

Steve R. Adams, P.E.

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

ph: 503-682-4960
email: adams@ci.wilsonville.or.us

PUBLIC RECORDS LAW DISCLOSURE: Messages to and from this e-mail address is a public record of the City of Wilsonville and may be subject to public disclosure. This e-mail is subject to the State Retention Schedule.



Engineering Department
29799 SW Town Center Lp. E.
Wilsonville, OR 97070
503-682-4960
503-682-7025 fax

MEMO
Community Development Department
Engineering Division

DATE: February 23, 2012

TO: Arnie Gray
Public Works Roads

FROM: Steve R. Adams, P.E.
Interim City Engineer

RE: *Speed Sign Changes*

Arnie, to bring the city into conformance with State of Oregon Speed Zone Orders and regulatory statutes several speed limit signs in the city need to be changed and one moved:

Ridder Road currently signed at 35 mph
Change to 30 mph between Boones Ferry Road and 95th Ave.
Change to 40 mph 95th Ave west to city limits.

Boones Ferry Road currently signed at 35 mph
Change to 45 mph between Ridder Road and 200 ft north of Barber St.

Freeman Drive currently signed at 35 mph
Change to 25 mph

Boeckman Road current speeds vary from 20 to 35 mph
Speed shall stay at 20 mph near the bridge with the settlement problems.
Limited Sight Distance warning, 25 mph shall stay through the dip.
All other signs need to be changed to 40 mph.

Wilsonville Road, near Willamette Way West
West bound we have a 45 mph sign just east of the entrance to Grahams Oak Nature Park. This sign and post needs to be relocated to west of the entrance.

Villebois – Costa Circle and Barber Streets currently signed at 30 mph
Change to 25 mph

Please let me know should you have any questions.

City of Wilsonville January 2012



**Clackamas County Sheriff's Office
2223 Kaen Rd
Oregon City, OR 97045**

www.co.clackamas.or.us/sheriff

Monthly Summary

During January 2012, the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time period the Sheriff's Office answered 441 calls for service, which was an average of 14.2 calls per day.

The monthly average for calls for service during the past three years has been 489.3. The 441 calls in the City during the month of January reflect a 9.9% decrease over the average during the last three years.

Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2007	6,508	542.3	17.8
2008	6,271	522.6	17.2
2009	6,273	522.8	17.2
2010	5,803	483.6	15.9
2011	5,539	461.6	15.2

An overall look at the shift activity reflects the following percentages of calls taken, traffic stops made and reports taken for January.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Taken</u>
Graveyard:	20.4%	31.6%	18.3%
Day Shift:	43.8%	52.0%	57.0%
Swing Shift:	35.8%	16.4%	24.7%

During January 2012, 348 traffic stops were made in the City with the following breakdown for each shift.

	<u>Total</u>		<u>Graveyard</u>		<u>Days</u>		<u>Swing Shift</u>
Stops Made:	348	=	110 31.6%		181 52.0%		57 16.4%
Citations Issued:	240	=	43 17.9%		167 69.6%		30 12.5%

Included in the above totals are 159 traffic stops (45.7%) and 160 citations (66.7%) issued by the Traffic Unit.

Calls for Service

Number of Calls Per Shift	January 2012		Monthly Average 2011	
	441		461.6	
Graveyard (2100-0700)	90	20.4%	88.3	19.1%
Day Shift (0700-1700)	193	43.8%	211.7	45.9%
Swing Shift (1100-0300)	158	35.8%	161.7	35.0%
Average Number of Calls Per Day	14.2		15.2	

The chart on the following page shows the types of calls for service received during the month. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature. For actual criminal activity during the month see the "Reports Taken" chart.

Other Officer Activity

Type of Activity	January 2012	2011 Monthly Average
Follow-Up Contact	57	68.7
Foot Patrol	1	2.1
Premise Check	40	40.9
Subject Stop	25	29.8
Suspect Contact	4	9.8
Suspicious Vehicle Stop	33	28.8
Warrant Service	15	9.5
Total:	175	189.5

Types of Calls

Type of Calls	January 2012	2011 Monthly Average
Abandoned Vehicle		0.9
Accidents (All)	21	20.4
Alarms	62	51.8
Animal Complaint	10	7.0
Assault	4	5.3
Assist Outside Agency	10	12.8
Assist Public	30	47.1
Burglary	6	4.8
Criminal Mischief	21	15.0
Death Investigation		1.8
Disturbance	23	23.5
Extra Patrol Request	1	3.0
Fire Services	7	5.5
Fraud	7	11.6
Hazard	7	9.8
Juvenile Problem	13	11.6
Kidnap		.0
Mental	4	3.7
Minor In Possession	2	1.4
Missing Person		2.0
Noise Complaints	4	8.1
Open Door / Window	4	1.1
Promiscuous Shooting		0.9
Property Found / Lost / Recovered	9	9.3
Provide Information	22	14.3
Prowler	1	1.5
Recovered Stolen Vehicle		0.8
Robbery		0.5
Runaway Juvenile	5	4.3
Sexual Crime (All)	3	2.3
Shooting		0.1
Stolen Vehicle / UUMV	5	3.1
Suicide Attempt / Threat	3	6.8
Suspicious Circumstances	5	9.5
Suspicious Person	12	17.3
Suspicious Vehicle	10	10.6
Theft / Shoplift	46	39.5
Threat / Harassment / Menacing	20	16.5
Traffic Complaint	26	22.1
Unknown / Incomplete Call	14	14.6
Unwanted / Trespassing	6	9.1
Vice Complaints (Drugs)	3	7.8
Violation of Restraining Order		2.5
Welfare Check	10	12.3
Other Not Listed Above	5	7.8
Total:	441	461.6

Median Response Times to Dispatched Calls

All Dispatched Calls	All Calls	Priority 1 & 2 Calls
Input to dispatch: (Time call was on hold)	3.0 Minutes	3.0 Minutes
Dispatch to Arrival: (Time it took deputy to arrive after being dispatched)	5.0 Minutes	4.0 Minutes

During January, 186 reports were taken. 18.3% were written by the graveyard shift, 57.0% by the dayshift units and 24.7% were written by the swing shift units.

Reports Taken

Type of Report	January 2012	2011 Monthly Average
Accident	13	10.8
Theft	28	29.3
Criminal Mischief	19	12.2
Burglary	5	3.4
Stolen Vehicle	4	2.5
Identity Theft	1	2.7
Assault	3	3.1
Drug Crimes		3.3
Miscellaneous Reports	123	125.7
Report Totals:	186	193.0

Shift Totals	January 2012		2011 Monthly Average	
Graveyard Shift:	34	18.3%	33.8	17.5%
Day Shift:	106	57.0%	105.0	54.4%
Swing Shift:	46	24.7%	54.2	28.1%

Arrests By Age Group

January 2012

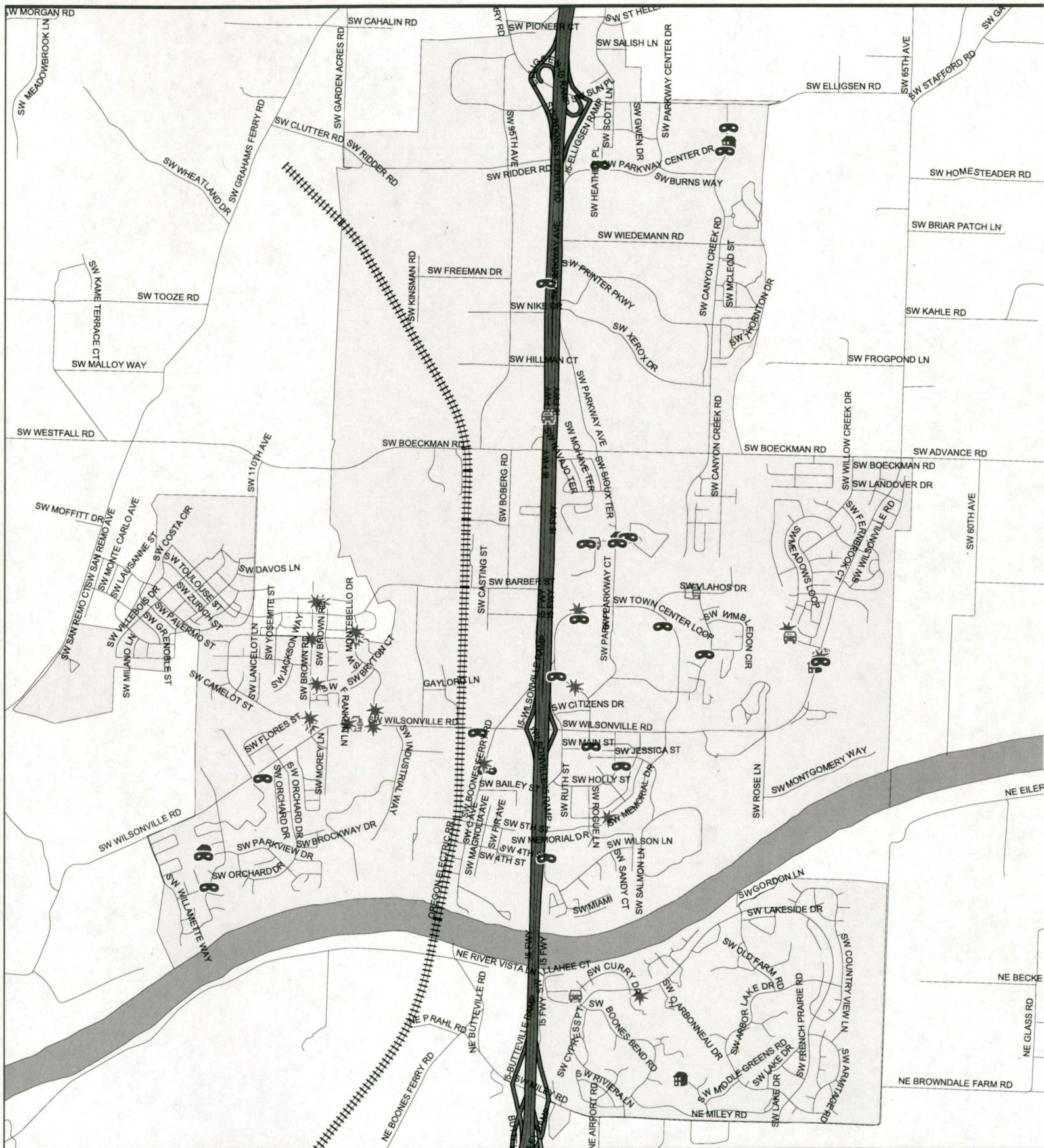
This chart counts the total number of charges. The number of people arrested is totaled at the bottom.

		JUVENILES		ADULTS		
Part I Crimes	Type	Probable Cause	Warrants	Probable Cause	Warrants	Total
Arson	Pr			1	2	3
Assault, Aggravated	Pe					
Burglary	Pr					
Attempt Murder	Pe					
Murder	Pe					
Rape	Pe			1	1	2
Robbery	Pe					
Theft (general)	Pr	2		6	1	9
Stolen Vehicles	Pr					
Part I Totals		2	0	8	4	14
Part II / Other Crimes	Type	Probable Cause	Warrants	Probable Cause	Warrants	Total
Assault, Simple	Pe	1		3	1	5
Child Abuse/Neglect	Pe					
Criminal Mischief	Pr			1		1
Criminal Mistreatment	Pe					
Criminal Trespass	Be			1		1
Cruelty to Animals	Be					
Disorderly Conduct	Be	1				1
Drug Charges (all)	Be			4	4	8
Forgery	Pr					
Fraud Use Credit Card	Pr					
Harassment	Pe				1	1
Identity Theft	Pr					
Kidnapping	Pe					
Menacing	Pe					
Negotiate a Bad Check	Pr					
Offensive Littering	Be					
Public/Private Indecency	Be					
Recklessly Endangering	Pe	1				1
Resisting Arrest	Be					
Sex Crimes (Other)	Pe					
Sexual Abuse	Pe					
Sodomy	Pe					
Strangulation	Pe			1		1
Unlawful Entry into Motor Vehicle	Pr					
Violation of Restraining Order	Pe			1	1	2
Weapons Violations	Be			1		1
Crimes Not Listed above	Be				6	6
Part II / Other Totals		3	0	12	13	28
Grand Total:		5	0	20	17	42
Crime Types		Probable Cause	Warrants	Probable Cause	Warrants	Total
Person Crimes		2	0	6	4	12
Property Crimes		2	0	8	3	13
Behavioral Crimes		1	0	6	10	17
Traffic Charges				8	2	10
Number of People Arrested on These Charges:		3	0	22	11	



Wilsonville January 2012

	Assault		Stolen Vehicle
	Burglary		Theft
	Criminal Mischief		



King, Sandy

From: Cosgrove, Bryan
Sent: Friday, March 02, 2012 1:14 PM
To: celianunez01@gmail.com; Mayor Tim Knapp; richardgoddard2010@gmail.com; scottstarr97070@gmail.com; Steven.j.hurst@gmail.com
Subject: FYI

All,

I am having a background packet delivered to each one of you on the bike/ped/emergency access bridge. Mark put the packet together for a briefing we gave to the local reporter. There is a lot of useful information in the packet related to the history and public involvement portions of this project. I want you to have the report well in advance of the March 19th work session. As well, some of you may receive calls from Kallen with the Spokesman. I expressed to her that you will be taking this issue up in the near future, and that no decision has been made on the matter. I also stated that, based on all of the information I have at this moment the staff recommendation is leaning toward moving forward with the study. The study will be all-inclusive in terms of alternatives (including using the existing railroad, Boone Bridge, etc), costs, alignments, etc.

503.570.1504 (work)
cosgrove@ci.wilsonville.or.us
29799 SW Town Center Loop
Wilsonville, Oregon 97070

DISCLOSURE NOTICE: Messages to and from this E-mail address may be subject to the Oregon Public Records Law.

***Gain may be temporary and uncertain; but ever while you live, expense is constant and certain:
and it is easier to build two chimneys than to keep one in fuel.***
Benjamin Franklin



DRAWING INDEX

SHEET DESCRIPTION	SHEET NUMBER
DEMOLITION AND TREE PROTECTION PLAN	L1.0
MATERIALS PLAN	L2.0
GRADING PLAN	L3.0
IRRIGATION PLAN	NOT INCLUDED
PLANTING PLAN	L5.0
SITE DETAILS	L6.0
SITE DETAILS	L6.1
SITE DETAILS	L6.2
IRRIGATION DETAILS	L6.3

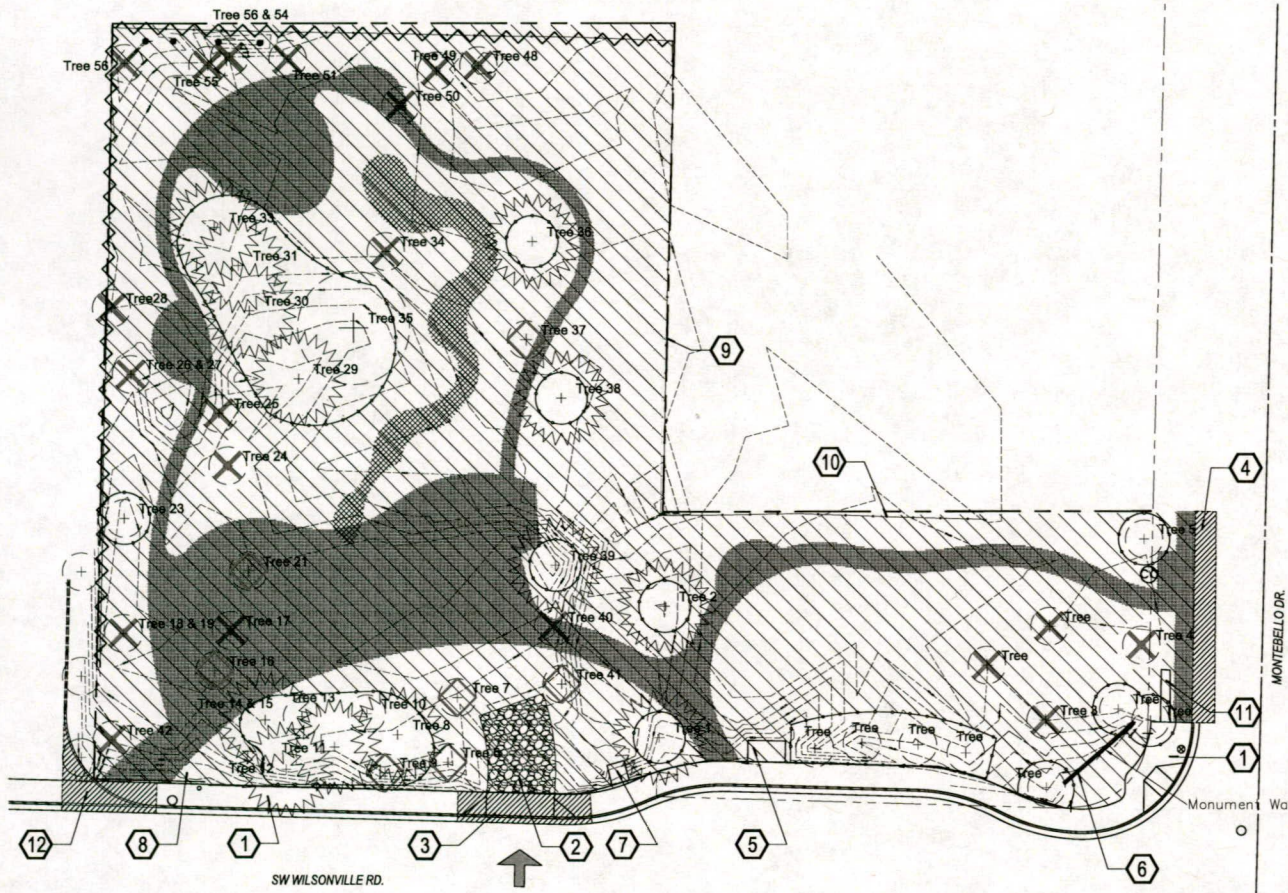
ENGELMAN PARK

CITY OF WILSONVILLE
29799 SW. TOWN CENTER LOOPE
WILSONVILLE, OR 97070

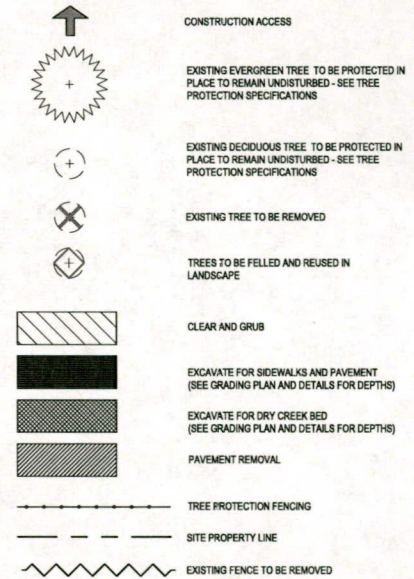
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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL DESIGN
24 NW 2ND AVENUE, SUITE 100
PORTLAND, OREGON 97209
P: (503) 222-5612

LAND USE PERMIT SET
FEBRUARY 1, 2012



DEMOLITION LEGEND

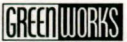


NOTES

1. ALL TREES, EXCEPT THOSE DESIGNATED ON THIS DRAWING TO BE REMOVED SHALL BE PROTECTED IN PLACE - SEE DESCRIPTIONS.
2. SEE ARBORIST REPORT BY OTHERS.
3. PLACE TREE PROTECTION FENCING PRIOR TO ANY SITE WORKER DEMOLITION AT THE CONCLUSION OF ALL OTHER CONSTRUCTION ACTIVITIES.
4. STOCKPILE FELLED TREES ON SITE TO BE REUSED IN LANDSCAPE - LIMBS AND BRANCHES TO BE CLIPPED AND STOCKPILED FOR PLANTING AREA.
5. TREES NOT SELECTED FOR REUSE SHALL BE REMOVED AND DISPOSED OFF-SITE.

KEY NOTES

- | | |
|--|---|
| ① EXISTING SIDEWALK TO REMAIN - PRESERVE AND PROTECT | ⑦ EXISTING UTILITY TRANSFORMER TO REMAIN - PRESERVE AND PROTECT |
| ② CONSTRUCTION ENTRANCE PER CITY OF WILSONVILLE STANDARDS | ⑧ EXISTING UTILITY METERS TO REMAIN - PRESERVE AND PROTECT |
| ③ EXISTING DRIVEWAY - SAWCUT AND REMOVE CONCRETE SIDEWALK AND CURB | ⑨ EXISTING METAL FENCE TO REMAIN |
| ④ SAWCUT AND REMOVE EXISTING AC FOR NEW CURB AND GUTTER | ⑩ EXISTING WOOD FENCE TO REMAIN |
| ⑤ EXISTING CONCRETE PAD AT BUS STOP TO REMAIN - PRESERVE AND PROTECT | ⑪ EXISTING UTILITY BOX TO REMAIN - PRESERVE AND PROTECT |
| ⑥ EXISTING MASONRY WALL - REMOVE WALL AND FOOTINGS | ⑫ SAWCUT AND REMOVE EXISTING CURB AND PAVEMENT FOR NEW ADA RAMP |



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24 NW 2nd Avenue, Suite 500
Portland, Oregon 97209
Phone: 503.875.7400/503.228.0183
Email: info@greenworksport.com



Project: **Engelman Park**
City of Wilsonville
Wilsonville, OR 97170

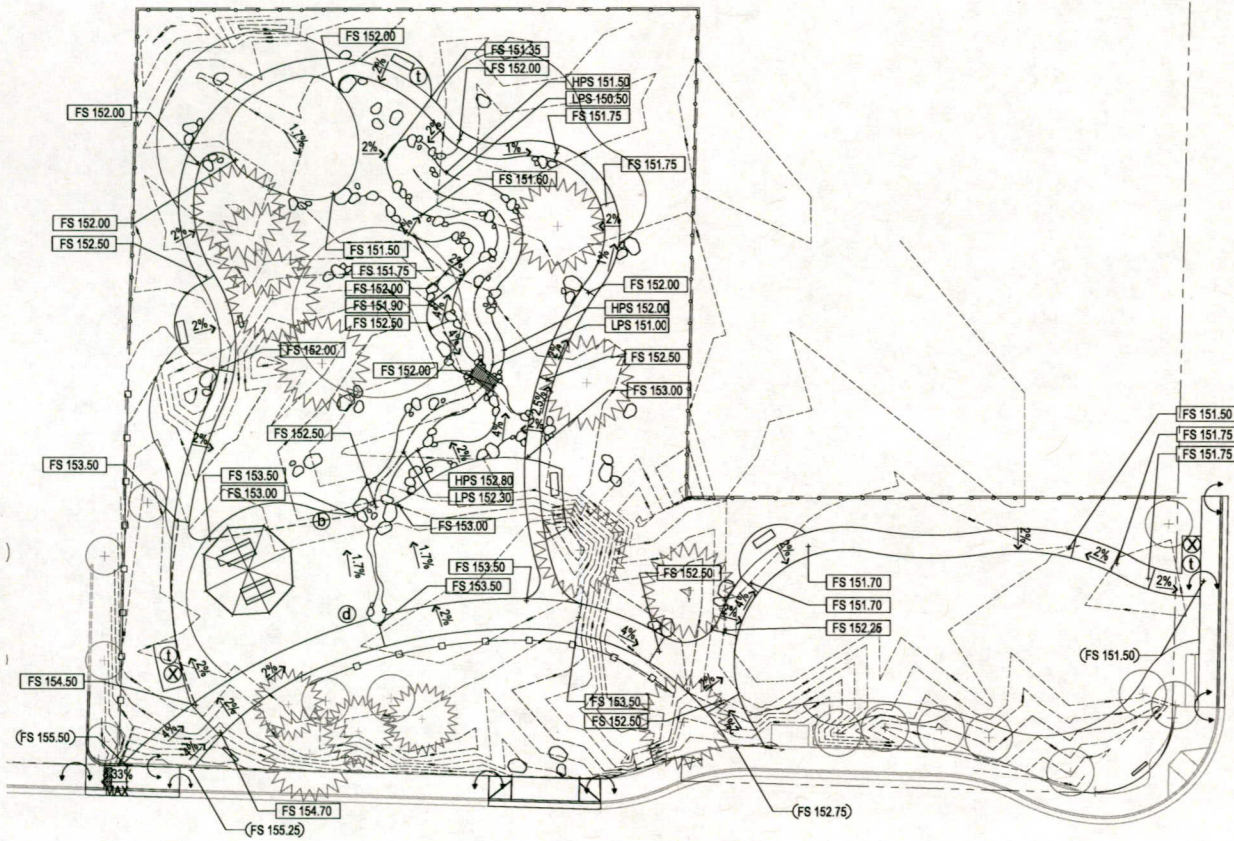
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Sheet title: **DEMOLITION AND TREE PROTECTION PLAN**

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Date: 02-01-12
Revisions:

Drawn By: WS
Checked By: BJ
Job No. 110308
Approved: DE

L1.0
sheet no. X of X





GRADING LEGEND

- EXISTING EVERGREEN TREE
- EXISTING DECIDUOUS TREE
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- DIRECTION AND PERCENTAGE OF SLOPE
- GRADE BREAK
- MATCH ELEVATIONS
- SITE PROPERTY LINE

ABBREVIATIONS

- TW TOP OF WALL
- SW BOTTOM OF WALL
- TC TOP OF CURB
- BC BOTTOM OF CURB
- HP HIGH POINT
- LP LOW POINT
- HPS HIGH POINT OF SWALE
- LPS LOW POINT OF SWALE
- FS FINISHED SURFACE
- FG FINISHED GRADE



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City of Wilsonville

Project: **Engelman Park**

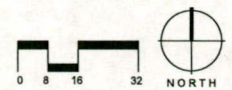
City of Wilsonville
29749 SW Town Center Loop
Wilsonville, OR 97070

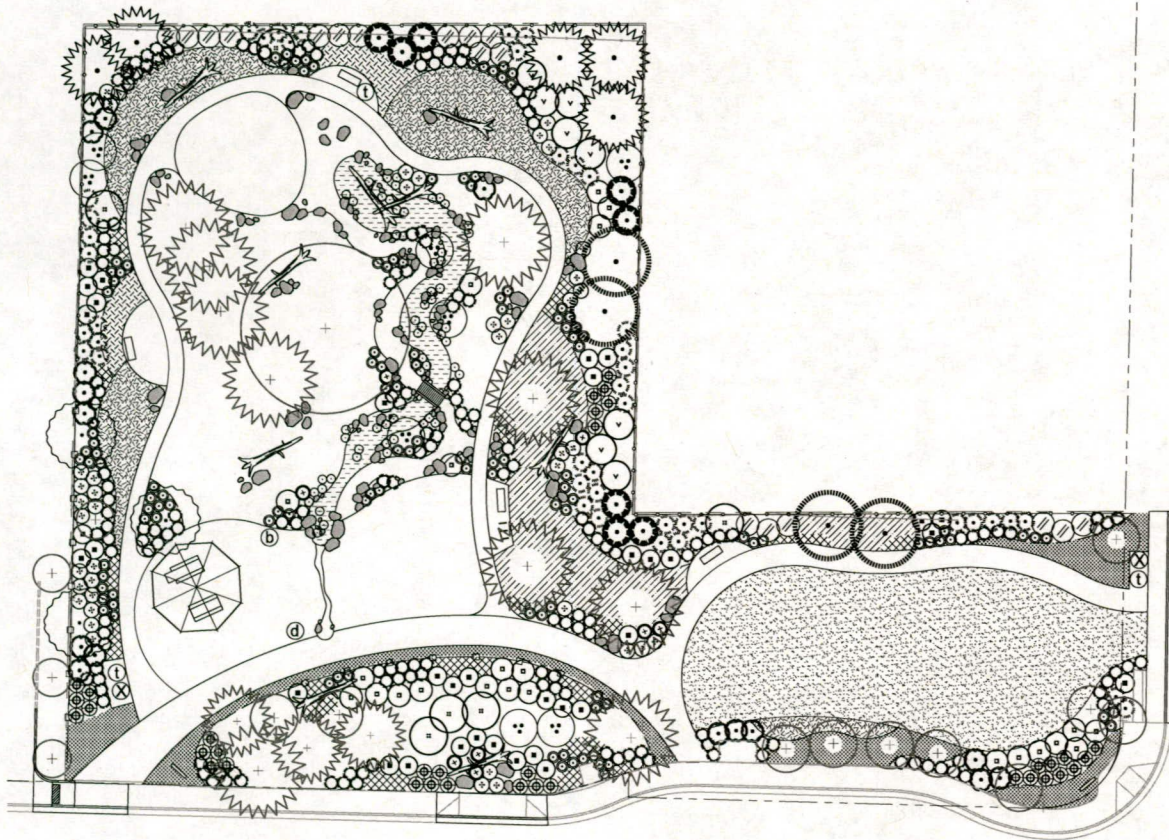
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Revisions:

Drawn By: WS
Checked By: BJ
Job No. 110308
Approved: DE

L3.0
sheet no. X of X





NOTES:

- ALL NEW PLANTING AREAS SHALL BE IRRIGATED UTILIZING AN FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL INCORPORATE A SMART CONTROLLER, IN COMBINATION WITH LOW PRECIPITATION SPRAY HEADS AND DRIP DISTRIBUTION TUBING. IRRIGATION INTENT IS TO PROVIDE SUFFICIENT WATER TO ESTABLISH NEW PLANTINGS WITHIN THE FIRST TWO YEARS, AND THEN SLOWLY DECREASE WATERING, LIMITED TO DRY MONTHS, OR PERIODS OF DROUGHT THE FOLLOWING (3) YEARS.
- CONTRACTOR SHALL PROVIDE TOPSOIL, SOIL AMENDMENTS AND MULCH AS SPECIFIED.
- ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS PROVIDED AS PART OF THE CONSTRUCTION DOCUMENT PACKAGE.
- QUANTITIES ARE LISTED FOR THE CONTRACTOR'S CONVENIENCE ONLY. ALL COUNTS MUST BE VERIFIED BY THE CONTRACTOR. IN THE CASE OF A DISCREPANCY BETWEEN THE LEGEND AND THE PLAN, PLANTS INDICATED ON THE PLAN SHALL SUPERCEDE QUANTITIES LISTED IN THE LEGEND.
- TREE REMOVAL AND PROTECTION SHALL BE PER ARBORIST RECOMMENDATION - SEE REPORT BY MORGAN HOLLEN AND ASSOCIATES DATED 11-23-11.
- LOGS FROM SITE TREE REMOVAL TO BE BURIED 1/3 TO 1/2 IN GROUND.
- EXISTING TREE LOCATION / INFORMATION PROVIDED BY CITY OF WILSONVILLE.
- TREE REMOVAL AND PROTECTION SHALL BE PER ARBORIST RECOMMENDATION - SEE REPORT BY MORGAN HOLLEN AND ASSOCIATES DATED 11-23-11.
- LOGS FROM SITE TREE REMOVAL TO BE BURIED 1/3 TO 1/2 IN GROUND.
- EXISTING TREE LOCATION / INFORMATION PROVIDED BY CITY OF WILSONVILLE.

PLANTING LEGEND

TREES

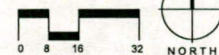
- EXISTING DECIDUOUS TREES TO REMAIN UNDISTURBED
[SEE DEMOLITION AND TREE PRESERVATION PLAN]
- EXISTING CONIFER TREES TO REMAIN UNDISTURBED
[SEE DEMOLITION AND TREE PRESERVATION PLAN]
- QTY| ACER CIRCINATUM
8| VINE MAPLE; 8'-10', 8" DB, SPACE AS SHOWN - MULTI STEM (3 STEM MIN.)
- QTY| CORNUS NUTTALLII| EDDIE'S WHITE WONDER
3| PACIFIC DOGWOOD; 2' CAL., 8" DB
- QTY| OSMERIA CERASIFORMIS
8| INDIAN PLUM; 6'-8', 5 GAL. CONT.
- QTY| PSEUDOTSUGA MENZESII
8| DOUGLAS FIR; 8'-10' 8" DB, SPACE AS SHOWN
- QTY| RHAMNUS PURSHIANA
8| CASCARA; 1.5" CAL., CONT., SPACE AS SHOWN
- QTY| THUJA PLICATA FASTIGIATA
4| HOGAN CEDAR; 6'-7' 8" DB, SPACE AS SHOWN

SHRUBS/GRASSES/PERENNIALS/GROUND COVER

- QTY| CEANOETHUS THYRSIFLORUS
X| BLUE BLOSSOM; 5 GAL. CONT., SPACE AS SHOWN
- QTY| CORNUS SERICEA
X| RED TWIG DOGWOOD; 5 GAL. CONT., SPACE AS SHOWN
- QTY| CORNUS SERICEA FLAVIRAMEA
X| YELLOW TWIG DOGWOOD; 5 GAL. CONT., SPACE AS SHOWN
- QTY| JUNCUS PATENS
X| CALIFORNIA GREY RUSH; 1 GAL. CONT., SPACE AS SHOWN
- QTY| HOLIDISCUS DISCOLOR
X| OCEANSPRAY; 5 GAL. CONT., SPACE AS SHOWN
- QTY| MAHONIA AQUIFOLIUM
X| OREGON GRAPE; 5 GAL. CONT., SPACE AS SHOWN
- QTY| MAHONIA NERVOSA
X| OREGON GRAPE; 5 GAL. CONT., SPACE AS SHOWN
- QTY| POLYSTICHUM MUNITUM
X| SWORD FERN; 2 GAL. CONT., SPACE AS SHOWN
- QTY| RIBES SANGUINEUM
X| RED FLOWERING CURRANT; 5 GAL. CONT., SPACE AS SHOWN
- QTY| SPIRAEA DOUGLASSII
X| DOUGLAS SPIRAEA; 5 GAL. CONT., SPACE AS SHOWN
- QTY| VACCINIUM OVATUM
X| EVERGREEN HUCKLEBERRY; 5 GAL. CONT., SPACE AS SHOWN
- QTY| WOODWARDIA FIMBRIATA
X| GIANT CHAIN FERN; 5 GAL. CONT., SPACE AS SHOWN

- FRAGARIA CHILOENSIS
BEACH STRAWBERRY; 1 GAL. CONT., 12" O.C.
- GAULTHERIA SHALLON
SALAL; 1 GAL. CONT., 12" O.C.
- DICENTRA FORMOSA
PACIFIC BLEEDING HEART; 1 GAL. CONT., 18" O.C.
- MAHONIA REPENS
CREEPING MAHONIA; 1 GAL. CONT., 18" O.C.
- SEEDED LAWN
- DEMONSTRATION PLANTING AREAS
PLANTS TO BE FURNISHED AND INSTALLED BY OWNER
- DRY CREEK BED

- BOULDER: 18" - 36" ROUND FIELDSTONE
- NURSE LOG - SELECTED FROM ON-SITE TREE REMOVAL



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project:
Engelman Park

City of Wilsonville
23719 SW Town Center, Loop
Wilsonville, OR 97170

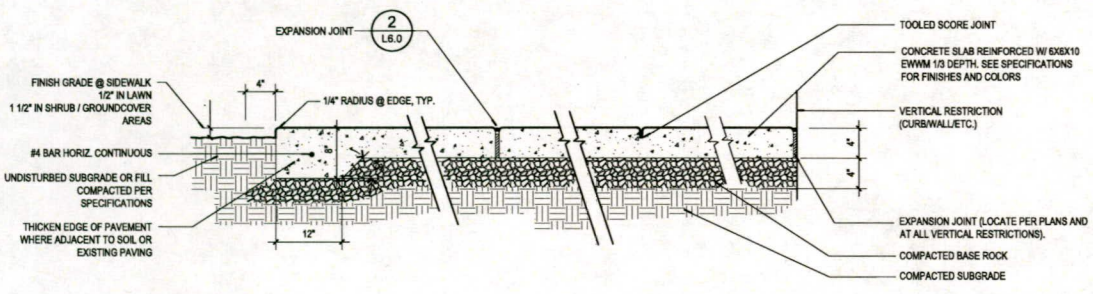
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sheet title:
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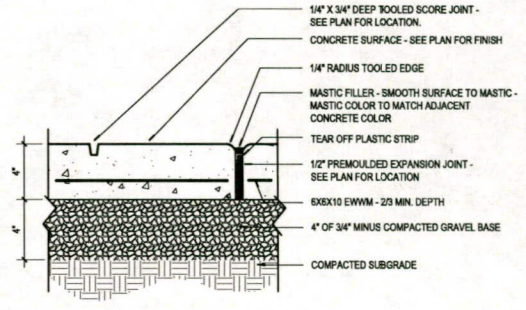
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Revisions:

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Job No.: 110308
Approved: DE

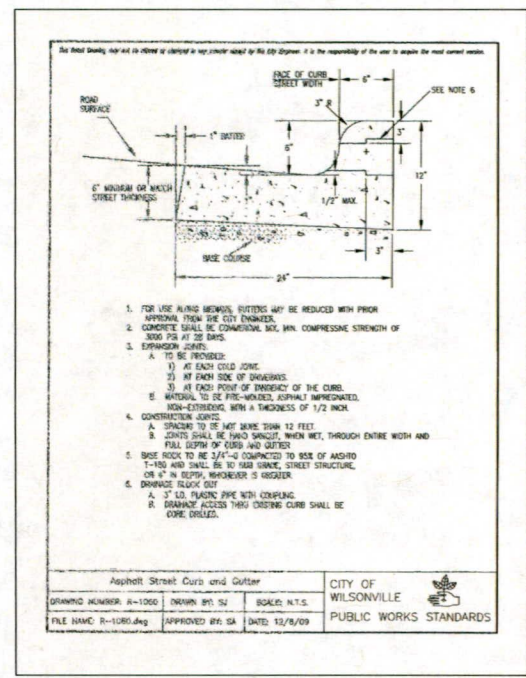
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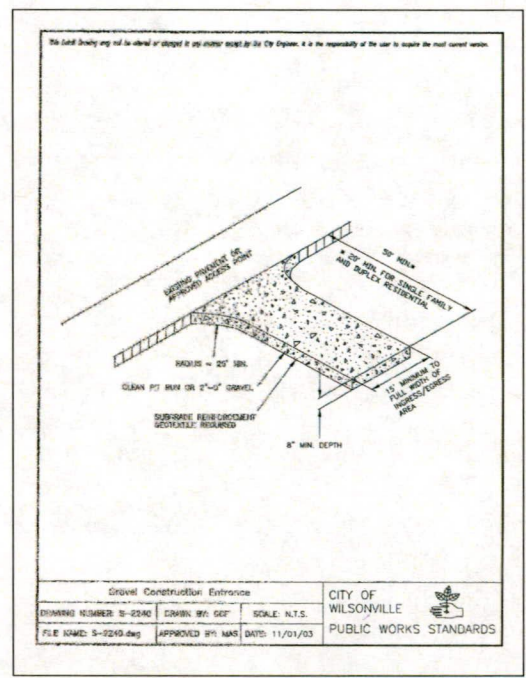
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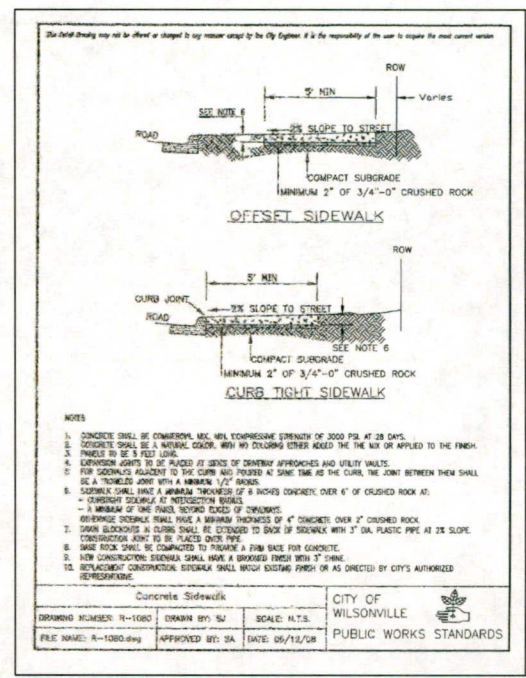
2 EXPANSION & SCORE JOINT SECTION



3 ASPHALT STREET CURB AND GUTTER SECTION



4 GRAVEL CONSTRUCTION ENTRANCE SECTION



5 CURB TIGHT SIDEWALK SECTION



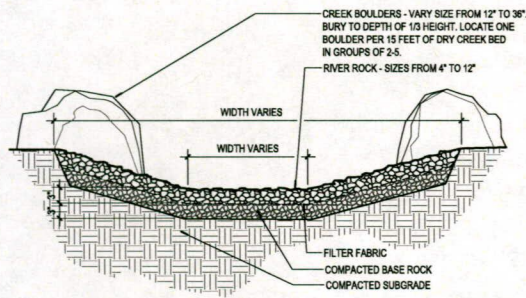
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 City of **Wilsonville**
 29749 SW Town Center Loop
 Wilsonville, OR 97070

submit: **LAND USE SET**
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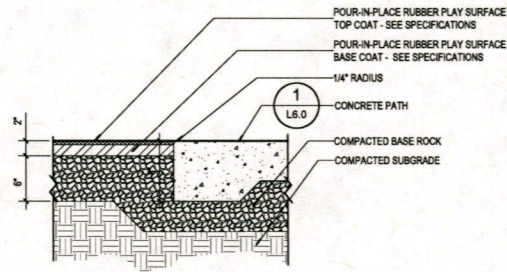
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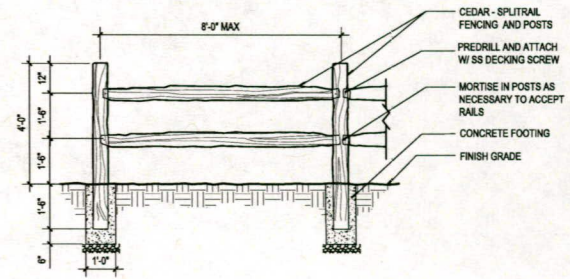
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1 DRY CREEK BED
SECTION
0 3' 6' 12'

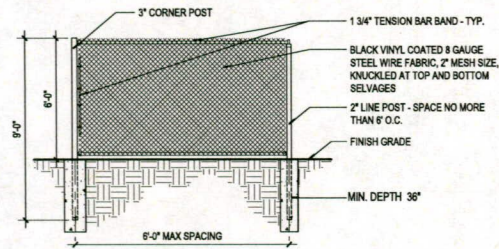


3 PLAYGROUND SURFACING
SECTION
0' 2' 4' 6'



3 SPLIT RAIL FENCE
ELEVATION
0' 6' 12' 24'

NOTES:
1. ALL HARDWARE INCLUDING POSTS, BARS, FRAMES, LATCHES, HINGES, STRAPS, BOLTS, ETC. TO MATCH COLOR OF MESH FABRIC.



4 CHAIN LINK FENCE
ELEVATION
0 6' 12' 24'

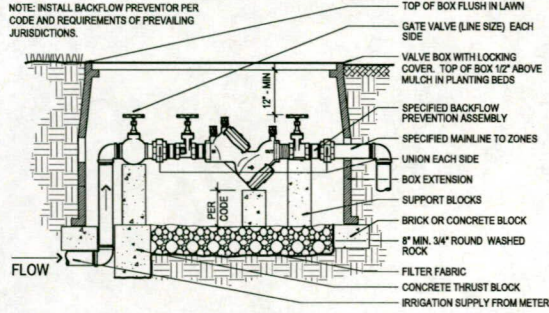


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City of Wilsonville
26749 SW Town Center Loop
Wilsonville, OR 97070

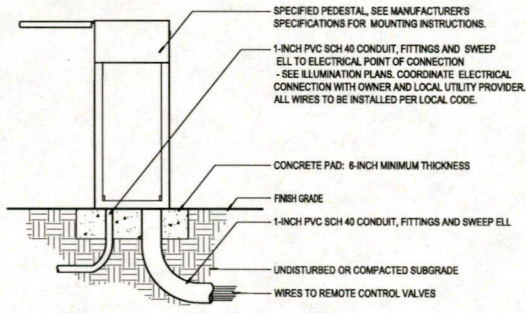
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Revisions:

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Checked By: BJ
Job No. 110308
Approved: DE

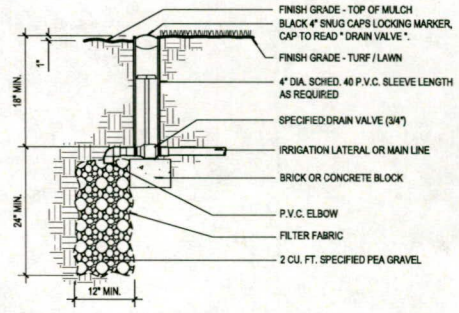
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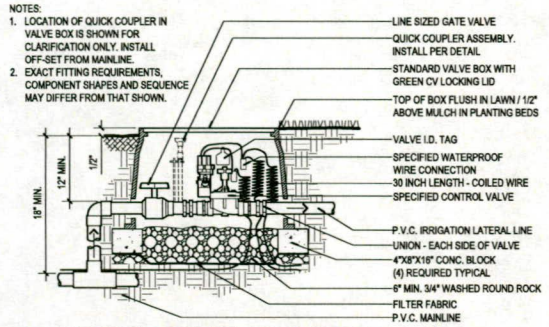
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SECTION
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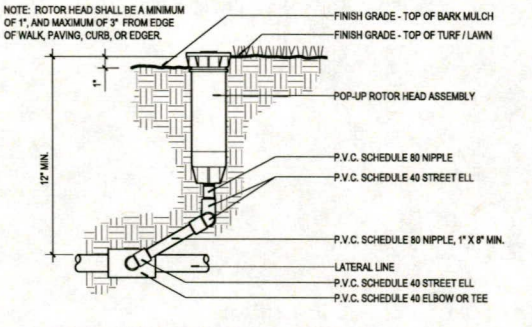
2 AUTOMATIC CONTROLLER
SECTION
0' 3' 6' 12'



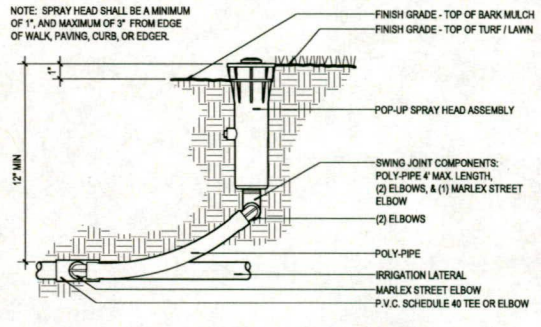
3 MANUAL DRAIN VALVE ASSEMBLY
SECTION
NOT TO SCALE



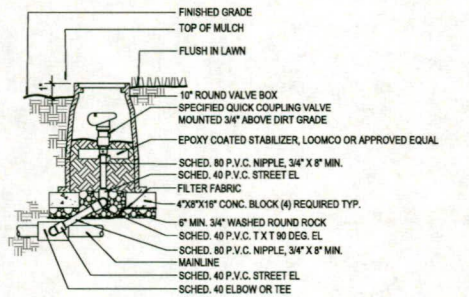
4 AUTOMATIC CONTROL VALVE ASSEMBLY
SECTION
NOT TO SCALE



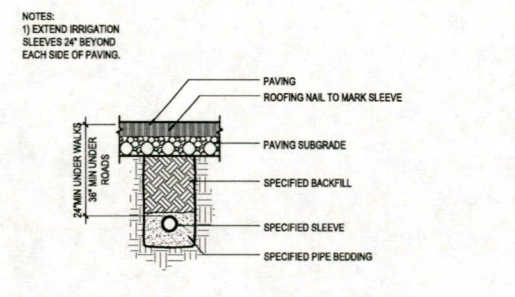
5 ROTOR HEAD - PVC SWING JOINT ASSEMBLY
SECTION
NOT TO SCALE



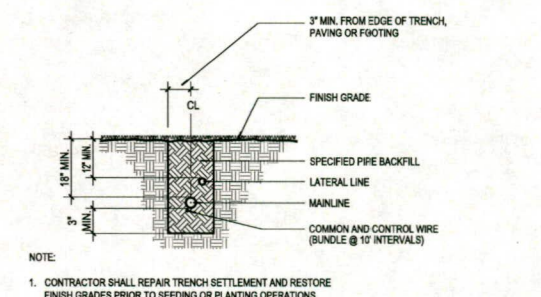
6 SPRAY HEAD - POLY SWING PIPE ASSEMBLY
SECTION
NOT TO SCALE



8 QUICK COUPLER VALVE ASSEMBLY
SECTION
NOT TO SCALE



9 IRRIGATION SLEEVES UNDER PAVEMENT
SECTION
0' 6' 12' 24'



10 TRENCHING IN PLANTING AREA
SECTION
0' 6' 12' 24'



**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

The Urban Renewal Agency held a regular meeting on February 6, 2012 in the Wilsonville City Hall. Chair Knapp called the meeting to order at 7:41 p.m. immediately following the adjournment of the City Council meeting. Board Members present: Tim Knapp, Chair; Board Member Celia Núñez; Board Member Steve Hurst; and Board Member Scott Starr. Board Member Richard Goddard was excused.

Staff included: Bryan Cosgrove, Executive Director; Mike Kohlhoff, City Attorney; Jeanna Troha, Assistant City Manager; Gary Wallis, Finance Director, and Sandra King, City Recorder.

CITIZEN INPUT – There was none.

CONSENT AGENDA

Mr. Kohlhoff read the Consent Agenda items into the record.

- A. Acceptance of the Annual Urban Renewal Report.
- B. Minutes of the December 19, 2011 URA Meeting.

Motion: Mr. Hurst moved to approve the consent agenda. Ms. Núñez seconded.

Vote: Motion carried 4-0.

ADJOURN

Motion: Mr. Hurst moved to adjourn. Ms. Núñez seconded the motion.

Vote: Motion carried 4-0.

The Urban Renewal Meeting adjourned at 7:45.

Respectfully submitted,

Sandra C. King, MMC, City Recorder

ATTEST:

Tim Knapp, Chair

**City of Wilsonville
City Council Meeting
March 19, 2012 Sign In Sheet**

Name	Mailing Address
GARY WAPPES	11688 Paleron 97070
Marylin Reason	same as above
Dawn Wilbur	30640 SW Magnolia Ave 97070
Becky Nielson	11336 SW Churchill 97070
Mick Scott	32370 SW ARBOR LAKE DR 97070
Cindy Tyler	3351 SW Herculina Ct Wilsonville
Gina Springer	7710 SW ROANOK DR

City of Wilsonville
March 19, 2012 City Council Meeting

✓
Thanks to Peggy

SPEAKER CARD

NAME: SIMON SPRINGALL

ADDRESS: 7710 SW RENOKE DR

TELEPHONE: _____ E-MAIL Simon@springall.com

AGENDA ITEM YOU WANT TO ADDRESS: PEGGY WATTERS.

Please limit your comments to 3 minutes. Thank you.

City of Wilsonville

City Council Meeting

Action Minutes

DATE: MARCH 19, 2012 MEETING		
LOCATION: 29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR		
TIME START: 7 P.M.	TIME END: 8 P.M.	REMARKS: Council Starr arrived at 5:50 p.m.

ATTENDANCE LOG

COUNCILORS	STAFF
Mayor Knapp	Brian Cosgrove
Council President Núñez	Mike Kohlhoff
Councilor Hurst	Jeanna Troha
Councilor Goddard	Sandy King
Councilor Starr	Kerry Rappold
	Peggy Watters
	Dan Knoll

AGENDA	ACTIONS
WORK SESSION	
Concerns <ul style="list-style-type: none"> • Update on CD & Finance Director recruitments • Elevate attention to Parks & recreation 	CM will provide recruitment profiles to council when completed.
Storm Water SDC and &Utility Rates	Public hearing scheduled for April 2
WWTP Owner's Rep & Staff Quarterly Report	
Water System Master Plan	Council briefed on the plan and steps that need to be taken to update including changes in methodology, open houses scheduled, & aggressive schedule to complete. Will come before Council in June/July
I-5/Wilsonville Road Project Update	Lanes under overpass will shift next week; message board will alert drivers; on schedule for July completion. Beauty & Bridge project to be installed in June.
Basalt Creek Update	Options for road locations and phasing and I-5 overpass option talked about. Improvements for 2020, 20230 and beyond shared and policy decisions that need to be made before a final decisions made.
REGULAR MEETING	
New Council Board and Commission Liaison Appointments <ul style="list-style-type: none"> • Mayor Knapp – Washington/Clackamas County Coordinating Committee and West side Business Alliance 	Approved: X Denied: Vote: 5-0

<ul style="list-style-type: none"> • Council President Núñez – Chamber of commerce Leadership and Library Board. • Councilor Hurst - Planning Commission and Parks & Recreation Board • Councilor Goddard – Chamber of Commerce Board and Library Board • Councilor Starr – DRB Panels A and B, and WCSI 	
<p>Consent Agenda:</p> <ul style="list-style-type: none"> • Resolution No. 2349 – revising “Local Share” project List • Minutes of 2/23/12 and 3/5/12 Council meetings 	<p>Approved: X Denied:</p> <p>Vote: 5-0</p>
<p>New Business</p> <ul style="list-style-type: none"> • Resolution No. 2348 – authorizing Mayor to sign agreement with ODOT for reconstruction of Tooze Rd between 110th Ave and intersection with Grahams Ferry Rd. 	<p>Approved: X Denied:</p> <p>Vote: 5-0</p>
<p>No executive session held</p>	







All Testimony is Recorded
Please state your name & address for the record



EXIT

Bryan Cosgrove
City Manager

Michael E.
City Manager



Scott Starr
City Council

Bryan Cochrane
City Manager





EXIT

Scott Stone

Bryan Longman
City Manager

Richard C. Mahaffey
City Council



