

AGENDA

**WILSONVILLE CITY COUNCIL MEETING
FEBRUARY 23, 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)(d) Labor Negotiator Consultation, and ORS 192.660(2)(h) Litigation
- 5:30 P.M. COUNCILORS' CONCERNS**
- 5:40 P.M. PRE-COUNCIL WORK SESSION**
A. Washington County MSTIP Proposal (staff – Bowers/Ottenad)
B. Basalt Creek Update (staff – Bowers)
C. Review of Agenda
- 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 special session to be held Thursday, February 23, 2012 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on February 13, 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. Upcoming Meetings

7:10 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.

7:15 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

7:20 P.M. CONSENT AGENDA

- A. Approval of the minutes of the February 6, 2012 Council Meeting. (staff – King)

7:20 P.M. 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. (Staff – Adams)

7:35 P.M. 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. (Staff – Rappold)

8:00 P.M. 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. (staff – Kohlhoff/Rose)

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 COUNCIL MEETING STAFF REPORT OR REQUEST FOR ACTION

Washington County MSTIP Projects in Wilsonville Area

Meeting Date: February 23, 2012
Report Date: February 10, 2012
Source of Item: Community Development

Contact: Michael Bowers
Contact Telephone Number: 503-682-4960
Contact E-Mail: bowers@ci.wilsonville.or.us

ISSUE STATEMENT

Washington County has kicked off a public process for determining which projects should be funded as part of the County's Major Streets Transportation Improvement Program (MSTIP). As a reminder, MSTIP is funded by a portion of property tax that formerly was a separate levy that was "rolled into" the county's permanent property-tax rate when voters passed Measure 50 in 1997. Subsequently, the Board of County Commissioners continued using these general fund revenues, currently at \$35 million/year, for transportation improvements that are approved solely at the discretion of the Board, which has historically consulted with local jurisdictions for approved projects.

The City of Wilsonville needs to communicate its opinion, desires and project priorities to Washington County. Staff seeks direction from Council on the City's priorities for public investments made by the county on transportation projects impacting the City's TSP, development of the Coffee Creek Industrial Area and Basalt Creek UBG planning area.

The City Council may also wish to consider upcoming opportunities for Wilsonville constituents to voice public comments in the MSTIP deliberation process – and how to communicate and engage with businesses and citizens concerned about the FY13-18 outcomes of transportation investments in North Wilsonville, particularly in the Basalt Creek and Coffee Creek areas as noted above.

BACKGROUND

Attachment 'A' provides the Project List drafted by Washington County staff. Of particular importance to Wilsonville are two proposed projects:

- **Project #11 – "SW 124th Extension (Tualatin-Sherwood to Tonquin)"**
Description: "Construct interim 2 lane with 8' shoulders and roadside ditches"

- **Project #12 – “124th (Tonquin to Boones),” aka eastern segment of proposed I-5/99W Connector Southern Arterial**
Description: “Widen to 5 lanes, Design only”

Attachment ‘B’ provides individual City comment and input received by Washington to date, either indicating concerns or “lobbying” for specific projects or investments.

The original project list, dated Dec. 29, 2011, was specifically designed to balance expenditures equally across 4 Commissioner Districts in Washington County. Subsequently, the original project list has been amended to reflect some jurisdiction input to date that has resulted in the list exceeding the target by 46% or \$79 million.

RELATED CITY POLICIES

- Council needs to discuss what policies should be considered by Washington County in the determination of funding allocation. (Fair distribution by County district or use other policy measures?)
- Additionally, staff desires Council direction on the project priorities that Council would like staff, Council representatives, and other constituency groups to advocate.
- Attachment ‘C’ highlights a map which shows the location of projects #11 and #12 which together make up potentially \$17 million or 10% of proposed \$170 million in new MSTIP investments.
- City staff does not believe project #12 as currently proposed serves the best interests of Wilsonville. Staff provided such input informally at the-WCCC TAC meeting in January 2012 (see page 1 of Attachment B), and formally at the WCCC meeting on February 6, 2012.
- In staff’s opinion, spending public funds on design only for a new road between Boones Ferry and Tonquin will not resolve congestion chokepoints over the next 10 years nor will this investment serve to create shovel-ready land. Further, project #12 has many constructability challenges.

COUNCIL OPTIONS

1. Determine the City position and the forums in which to communicate to Washington County the City of Wilsonville desires.
2. Consider whether to involve the Planning Commission, the Chamber of Commerce or other constituent groups to help get our City message across.
3. Consider informal elected official “networking” on the MSTIP subject with the City of Tualatin, Washington County, Metro, the Port of Portland, and/or Clackamas County.
4. Consider the City’s communication plan to make Wilsonville constituents aware of their opportunities to publicly comment at appropriate MSTIP open houses or other venues.
5. Determine and discuss the inter-relationship between short-term funded MSTIP projects versus the longer-term vision of the Coffee Creek Industrial Area and the Basalt Creek Area land-use planning process. (Which process advises which?)

SUGGESTED MOTION

- Advocate to modify project #12 on the MSTIP list in favor of funded improvements to the Existing Street System to include: Day Street, Boones Ferry Road (south of Day) and Graham's Ferry Road widening.

MSB/bgs

cc: Staff Report File
Subject File
IOC-CD File

ATTACHMENTS

- A. Washington County Letter dated February 3, 2012
- B. Wilsonville Staff Comments and Concerns – MSTIP 3d – Draft Project List dated December 29, 2011
- C. MSTIP Maps



WASHINGTON COUNTY OREGON

January 30, 2012

Updated February 3, 2012

TO : Washington County Coordinating Committee

FROM : Andrew Singelakis, Director
Land Use and Transportation

SUBJECT : **MSTIP 3d Program**

An update to the Washington County Coordinating Committee (WCCC) will be provided during the February 6 meeting. The TAC meeting on January 26th was productive and, as expected, resulted in more projects being added to the list of potential projects.

To recap, project parameters have been established by the Washington County Board of County Commissioners (BCC) and remain as follows:

- Total of \$175 million between FY 13/14 and 17/18 (\$35 million per year)
- Projects should be focused on Roadway System of Countywide Interest, including bridges
- Geographic and financial balance defined by equity among the four county districts.
- \$250,000 set aside for bike/pedestrian matching funds
- \$3,000,000 Federal/State Match Set Aside
- \$500,000 Traffic Management System
- Projects reviewed by the WCCC with final approval by the BCC.

At this point in time, we are seeking WCCC guidance to establish a project list for public review and comment. Additional projects have been added since our list dated December 29, 2011. The list as it stands today, through feedback with the cities and county, is about \$80 million over the target. Total amounts by county district also vary widely as shown on the spreadsheet.

It should be noted that public outreach will begin in March, and other projects will undoubtedly be added to this list. Staff will evaluate project requests, and will coordinate with the BCC prior to bringing the list back to the WCCC at your March 5th meeting.

Staff will be available at the February 6 WCCC meeting to discuss this matter.

Cc: Washington County Board of County Commissioners
Bob Davis, County Administrator
LUT Managers
Margot Barnett, CPO Coordinator

Attachments:

- Updated Project List
- MSTIP 3d Review Process and Schedule
- Map of the Transportation System of Countywide Interest (SCWI)
- Letters and requests received to date

DRAFT MSTIP 3D PROJECT LIST

JANUARY 31, 2012

Map Key	Project Title	Project Description	MSTIP4 Y-N	Cost Estimate (2012 \$)	Design Start - Yr	Bid - Yr	Const. Yr. Cost Est. (inc. 8%/yr Inflation)	Com. District
Original Project List								
1	170th (Alexander-Merlo)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	N	\$10,000,000	2014	2016	\$13,604,889.60	1
2	Farmington (Murray-E. of 141st)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	Y	\$9,700,000	2013	2015	\$12,219,206.40	1
3	185th (Farmington-Kinnaman)	Interim 3 Lane	Y	\$10,000,000	2014	2017	\$14,693,280.77	1
4	Springville (185th to Joss)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	N	\$10,000,000	2012	2015	\$12,597,120.00	2
5	Walker Road (158th to 173rd)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	Y	\$5,000,000	2012	2014	\$5,832,000.00	2
6	West Union (185th - Corn Pass)	Widen to 5 lanes, Design Only	Y	\$4,000,000	2012	2012	\$4,000,000.00	2
7	Walker Road (Murray to 158th)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	Y	\$8,500,000	2014	2016	\$11,564,156.16	2
8	Scholls Ferry Rd. Curve Realignment	Realign curves to improve safety. (west of Roy Rogers Rd)	N	\$4,000,000	2012	2013	\$4,320,000.00	3
9	Scholls-Sherwood/Roy Rogers Intersection	Signal warranted to address existing traffic volumes.	N	\$3,000,000	2012	2014	\$3,499,200.00	3
10	Tualatin-Sherwood (Adams to Borchers)	Widen to 5 Lanes, Intersection Improvements, Bike/Ped	N	\$9,000,000	2012	2014	\$10,497,600.00	3
11	SW 124th Extension (Tualatin-Sherwood to Tonquin)	Construct interim 2 lane with 8' shoulders and roadside ditches	Y	\$8,000,000	2013	2016	\$10,883,911.68	3
12	124th (Tonquin to Boones)	Widen to 5 lanes, Design Only	N	\$6,000,000	2012	2012	\$6,000,000.00	3
13	Walnut (116th to Tiedeman)	Widen to 3 lanes, Provide Bike/Ped Infrastructure	Y	\$4,000,000	2014	2016	\$5,441,955.84	3
14	Cornelius Pass Road / Cornell Intersection	Multi-modal Intersection improvements	N	\$3,000,000	2013	2015	\$3,779,136.00	4
15	Martin Road (Hwy 47 to curves)	Match existing improvements in the Martin/Corn-Scheff Bundle	N	\$8,000,000	2012	2014	\$9,331,200.00	4
16	NE 25th/Cornell Intersection	Add Southbound left turn	Y	\$4,000,000	2013	2015	\$5,038,848.00	4
17	10th Ave (Cornelius) EB couplet-Holladay	Widen to standard to accommodate freight	N	\$4,900,000	2012	2013	\$5,292,000.00	4
18	Baseline (231st to Brookwood)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	N	\$9,000,000	2013	2015	\$11,337,408.00	4
19	Cedar Hills/Walker Intersection	Add double lefts on all approaches and EB right turn; multi-modal	Y	\$4,000,000	2013	2015	\$5,038,848.00	2
	Bridge Replacement (TBD)	Replace bridge on rural countywide significant route	N	\$2,500,000	2012	2014	\$2,916,000.00	4
	Bridge Replacement (TBD)	Replace bridge on rural countywide significant route	N	\$2,500,000	2013	2015	\$3,149,280.00	4
	Bridge Replacement (TBD)	Replace bridge on rural countywide significant route	N	\$3,000,000	2014	2016	\$4,081,466.88	4

DRAFT MSTIP 3D PROJECT LIST

JANUARY 31, 2012

Original Targeted Set Asides										
		Match Set Aside (var. grants)		N/A	\$3,000,000	2012	2012	\$3,000,000.00		
		Stand-alone Bike/Ped Project								
		Match Set Aside		N/A	\$250,000	2012	2012	\$250,000.00		
		ITS Set Aside		N/A	\$500,000	2012	2012	\$500,000.00		
							ORIGINAL	TOTAL REQUEST *	TARGET **	DIFFERENCE
								\$165,117,507	\$170,000,000	-\$4,882,493
					District 1		\$40,517,377	\$42,500,000	-\$1,982,623	
					District 2		\$39,032,124	\$42,500,000	-\$3,467,876	
					District 3		\$40,642,668	\$42,500,000	-\$1,857,332	
					District 4		\$44,925,339	\$42,500,000	\$2,425,339	
Additional Project Requests to Date										
	Request by									
20	Beav	Farmington (E. of 141st to Hocken)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	Y	\$7,300,000	2015	2017	\$10,726,095	1	
21	Tigard	Pacific Hwy-99W/Gaarde/McDonald Inter.	Multi-modal Intersection improvements. Gap funding to fund total project	N	\$3,000,000	2015	2017	\$4,407,984	3	
22	Tigard	72nd Ave (Hwy 217 to Dartmouth)	Widen to 5 Lanes, Provide Bike/Ped Infrastructure	Y	\$8,000,000	2015	2017	\$11,754,625	3	
23	Tigard	135th/Walnut Intersection	Construct Roundabout; Provide Bike/Ped Infrastructure	N	\$500,000	2015	2017	\$734,664	3	
24	Hills	Jackson School(Grant - Rogan)	Widen to 5 lanes, Design Only	N	\$3,200,000	2013	2015	\$4,031,078	4	
25	Sher	Elwert/Edy Intersection	Improve Intersection	Y	\$4,000,000	2015	2017	\$5,877,312	3	
26	Tual	Grahams Ferry (Ibach to Helenius)	Widen to 3 lanes, Provide Bike/Ped Infrastructure	N	\$4,000,000	2015	2017	\$5,877,312	3	
27	F.Grove	David Hill Extension (Hwy 47 to end of existing improvements)	Construct to 3 Lanes, Provide Bike/Ped Infrastructure	N	\$6,000,000	2015	2017	\$8,815,968	4	
28	Washco	198th (Farmington to TV Hwy)	Widen to 3 lanes, Provide Bike/Ped Infrastructure	N	\$19,000,000	2014	2017	\$27,917,233	1	
29	Corn	19th (Susbauer Br. - Baseline)	Widen to 3 Lanes, Provide Bike/Ped Infrastructure	N	\$3,800,000				4	
30	Beav	Murray, W. Side (Farmington to TV Hwy)	Widen to add bike/ped improvements	N	\$2,000,000				1	
31	Tigard	Fanno Creek Trail (Main to Woodard Park)	Complete gap and construct new bridge.	N	\$1,000,000				3	
32	Tigard	ITS (Durham/Upper Boones)	Institute Adaptive Signal Coord.	N	\$500,000				3	
							CURRENT (January 31, 2012)	TOTAL REQUEST *	TARGET **	DIFFERENCE
								\$245,259,780	\$170,000,000	\$75,259,780
					District 1		\$79,160,705	\$42,500,000	\$36,660,705	
					District 2		\$39,032,124	\$42,500,000	-\$3,467,876	
					District 3		\$69,294,565	\$42,500,000	\$26,794,565	
					District 4		\$57,772,386	\$42,500,000	\$15,272,386	
* Construction year \$										
** Not Counting Set Asides										

Washington County Functional Classification Arterials & Select Collectors



- Functional Class - Arterial
- Functional Class - Collector
- Functional Class - Principal Arterial
- Functional Class - Freeway

- Cities
- Unincorporated Urban Washington County
- Urban Growth Boundary



This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Washington County, Department of
Land Use & Transportation, Planning Division
125 N. First Ave., Suite 200-14
Hillsboro, OR 97124 (503)846-2519
Email: gis@washco.net or planning@washco.net
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DW 6/2/07



Draft MSTIP 3d Project List Development Schedule

Updated February 3, 2012

December 2011

December 5, 2011: WCCC
LUT Staff briefing

January 2012

January 5, 2012: WCCC TAC
Initiate development of MSTIP 3d project list; discuss public outreach strategy

January 9, 2012: WCCC
Discuss public outreach strategy

January 26, 2012: WCCC TAC
Advance draft project list to WCCC for consideration

February 2012

February 6, 2012: WCCC
Review TAC recommendation and provide direction to TAC;
finalize public outreach strategy

We are
here

Optional Board/Council Briefings by Jurisdictions

Week of February 13: Updates newsletter item publishes; distribute materials
to Cities and OSU Ext Service (CPOs) for March newsletters/websites

February 23, 2012: WCCC TAC (if needed)
Consider WCCC direction; potential revisions to list

March 2012

March 5, 2012: WCCC
Advance DRAFT project list for public review and comment

March 6: Media release/distribution of public information
March 6-30: Presentations to CPOs, other groups; city/CPO
newsletters (including MSTIP article) distributed
March 12-26 (TENTATIVE): Virtual open house
March 20: CCI presentation
March 22 (TENTATIVE): Physical open house (Beaverton area, TBD)

OPEN
HOUSE
CHANGE

April 2012

April 2, 2012: WCCC
Review public comments; consider revisions to list; direction to TAC

Optional Board/Council Briefings by Jurisdictions

April 26, 2012: TAC (if needed)
Review WCCC direction and consider revisions to list

May 2012

May 7, 2012: WCCC
Review Final draft list, approve and advance to BCC

June 2012

June 2012: BCC
Review and approve MSTIP 3d project list

July 2012

July 2012: LUT Staff
Initiate design of projects for 2014-2015

MSTIP 3d – Draft Project List

Washington County Memo dated December 29, 2011

WILSONVILLE STAFF COMMENTS AND CONCERNS

1. Project list should not assume the outcome of Basalt Creek Transportation Planning process is known at this time. (i.e.: projects #11 and #12).
2. Project #12 – 124th Tonquin to Boones title is inconsistent with Project #10736 in the Regional Transportation Plan which defines the project start location at Tualatin-Sherwood Road and ending at Tonquin Road.
3. Over the FY13-FY18 horizon, it may not make sense to build the 124th extension from between Tualatin-Sherwood Road and Tonquin while only designing a new road from Tonquin to Boones Ferry. This approach would likely create a bottleneck between I-5 and Tonquin without addressing improvements to the existing street system on Grahams Ferry Road and Day Street, and Boones Ferry south of Day, for example. Why spend \$ designing projects that cannot be paid for?
4. The MSTIP 3d schedule does not seem to accommodate the integration of Basalt Creek Policy Group decisions over the next few months.
5. The Project List map which indicates Project #11 and #12, may not be accurate depending on the outcome of Basalt Creek planning decisions. Project #12 looks like a new arterial road between Boones Ferry Road and Tonquin Road which may not be the decided phasing plan.
6. As a fundamental policy question, does it make sense to invest in building roads in new areas where development pressure and conflicts currently do not exist; while ignoring investments to the existing street network and right-of-way where development pressures and opportunities exist presently? (i.e.: the area between I-5 and Tonquin Road).
7. The definition of Project #12 stopping at Boones Ferry Road seems inconsistent with the short-term phasing strategy and unanimous agreements reached by the I-5/99W Connector PSC and incorporated into the RTP. (See RTP page 6-20.)

January 25, 2012



City of Tigard

Washington County Coordinating Committee
%Washington Co. Department of Land Use and Transportation
Attn: Andrew Singelakis, Director
155 N. First Avenue, Suite 350, MS16
Hillsboro, Oregon 97124-3072

Re: Major Streets Transportation Improvement Program 3d

Mayors, Elected Officials, and Agency Representatives:

A draft of the Major Streets Transportation Improvement Program (MSTIP) 3d project list was distributed at the last Washington County Coordinating Committee meeting and I am writing to ask the committee to consider revising the MSTIP3d project list to include more Tigard-based projects of countywide significance.

For the last few years, Tigard has been a supportive partner in tackling dozens of MSTIP-funded projects outside our city limits for the good of the countywide system. In the spirit of that partnership, I would encourage this committee to revise the MSTIP3d list to address projects inside Tigard that are overdue MSTIP funding. According to this \$168 million spending proposal, only 3 percent of the total proposal would go to a single project in or near Tigard. That is much less than Tigard's 9 percent share of the county's population, or 10 percent share of assessed property value. Our citizens pay approximately \$17 million into MSTIP3d, and there is a reasonable expectation on their part to have local projects undertaken by funding set aside for significant, countywide transportation issues.

As you know, Tigard has a pivotal role in the region's transportation system. Our location along I-5, Hwy. 217 and Pacific Hwy./OR-99W, and the resulting transportation issues from residential, employment and commercial trips, affect residents and businesses throughout the county. Since its inception, Washington County's MSTIP has successfully completed dozens of projects that significantly improved the transportation system. County residents and businesses have benefitted from the mobility, safety and economic benefits provided by this \$555 million investment. Tigard staff estimates our citizens paid \$56 million into the MSTIP but only about \$25 million has been spent on projects in Tigard - making Tigard a MSTIP 'donor city' by over \$30 million.

We recognize the regional balance and transportation demands that are met through this funding source and would not expect this imbalance to be fully corrected in one round of MSTIP. But we do ask that the imbalance not get any worse. In the most recent round of MSTIP funding, regional transportation demands that burden Tigard have been passed over to meet the needs of city coalitions working toward specific interests.

A considerably more equitable scenario would allocate funding for additional projects in Tigard



January 3, 2012

RECEIVED

JAN 06 2012

Commissioner Bob Terry
Washington County
155 N First Avenue, Suite 300
Hillsboro, OR 97124-3072

WASHINGTON COUNTY
BOARD OF COMMISSIONERS OFFICE

Dear Bob,

I wanted to drop you a note wishing you a happy new year and also to let you know that I appreciate your leadership on behalf of Western Washington County. In discussions with my staff and City Councilors, I have heard very positive feedback about your attention to issues facing Forest Grove.

Being a local business owner, you are very familiar with the transportation challenges our community businesses face in getting their product to market. Adding land to the Urban Reserve on the north side of town was a critical first step in trying to develop industrial lands that will offer more favorable transportation opportunities and should help us attract new industry.

The biggest hurdle that remains is developing the road system to serve this new industrial area. David Hill road is the primary transportation route that will serve this entire area and it is only half completed. I would like to ask you for your support in helping the City in our efforts to complete David Hill Road. This is the highest transportation priority for the City. We are willing to commit \$2 million in TIF reserves towards completion of this county road, but that won't complete the project. In addition, the City is willing to accept jurisdiction of this road when the project is completed. Even if the industrial reserve property isn't developed, completing David Hill Road through to Highway 47 is still critical to the City since it will serve as access to a tremendous amount of new residential development that has occurred on the northwest part of the community.

I understand that the County is in the process of preparing a list of projects for MSTIP. I would appreciate any support you could bring to get this project identified on this list for future funding. I would be glad to have the City Council pass a resolution committing TIF funds for this project, if you felt it would help our chances of receiving funding. In the meantime, thank you for any consideration and support you can give to this project. If you any questions, or would like to meet to discuss this project, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Truax". The signature is fluid and cursive.

Peter Truax, Mayor

First, Cornelius has another project of county significance, N. 19th (Susbauer Bridge to Baseline), that is critically important to the city. This project, like 10th, was also part of the original MSTIP proposal. However, we estimate the cost of N. 19th to be \$3.8M. In the interest of fairness, we do not think it is appropriate to ask for funding for this second project in Cornelius with the current round of MSTIP funds.

Second, many of the projects being proposed seem intended to serve future development. Projects like the David Hill Extension to Hwy. 47 and the SW 124th Extension in Tualatin are certainly important for future growth. However, unless development patterns change substantially from what we have experienced for the past three years, do we really need to built these projects? Using the currently available MSTIP funds to deal with current deficiencies seems a more supportable approach.

Thanks again for considering our 10th project and please let me know if you have any questions.

Terry W. Keyes, PE

City Engineer

City of Cornelius

1355 N. Barlow Street

Cornelius, OR 97113

503-992-5372 phone

503-357-3424 fax

tkeyes@ci.cornelius.or.us



Home of the Thualain River National Wildlife Refuge

City of Sherwood
22560 SW Pine St.
Sherwood, OR 97140
Tel 503-625-5522
Fax 503-625-5524
www.sherwoodoregon.gov

February 3, 2012

Mayor
Keith Mays

Council President
Dave Grant

Washington County Coordinating Committee
Washington County Department of Land Use and Transportation
Attn: Andrew Singelakis, Director
155 N. First Avenue, Suite 350, MS16
Hillsboro, Oregon 97124-3072

Councilors
Linda Henderson
Robyn Folsom
Bill Butterfield
Matt Langer
Krisanna Clark

Re: Major Streets Transportation Improvement Program
MSTIP 3d Draft Project List

City Manager Pro Tem
Tom Pessemier

Dear Members of the WCCC,



2009 Top Ten Selection

As you are aware, the Washington County Coordinating Committee (WCCC) and WCCC TAC are in the process of identifying a list of MSTIP-3d projects that will improve safety, relieve congestion, benefit the countywide system, and can be completed within the allotted time using available resources.



2007 18th Best Place to Live

In reviewing the MSTIP-3d projects listed for District 3, the City of Sherwood requests that in lieu of the Scholls-Sherwood/Roy Rogers Road Intersection project, the City of Sherwood requests the project funding be utilized towards the Kruger/Elwert/Hwy 99W Intersection project. The proposed replacement of the Scholls-Sherwood Intersection project with the Kruger/Elwert/ Hwy 99W project still maintains the overall balance of project funding allocation within the Districts.



In addition, the Kruger/Elwert/Hwy 99W Intersection is viewed as a significant project to the City, and also meets the criteria of the Extended MSTIP policy statement enhancing its standing as a project of countywide significance.

The Kruger/Elwert/Hwy 99W intersection is identified in the City's 2005 Transportation System Plan as having mobility and safety issues, and involves facilities of three separate jurisdictional agencies (Oregon DOT, Washington County DLUT, and the City of Sherwood).

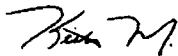
This intersection is identified in the City's Transportation System Plan (TSP Project #7), the 2035 Regional Transportation System Plan (RTP Project #10680), and the Washington County 2008 TIF Base Report in Table IV.1 – "Kruger/Elwert/Hwy99" project in Sherwood.

This project exceeds the Extended MSTIP selection criteria in the following

The City also supports the Tualatin-Sherwood Road Improvement project which will improve the traffic congestion along Tualatin-Sherwood Road/Roy Rogers Road and Hwy 99W through Sherwood. However, we are requesting the project improvement limits on Roy Rogers Road be modified to end prior to the Borchers Road/Roy Rogers Road intersection.

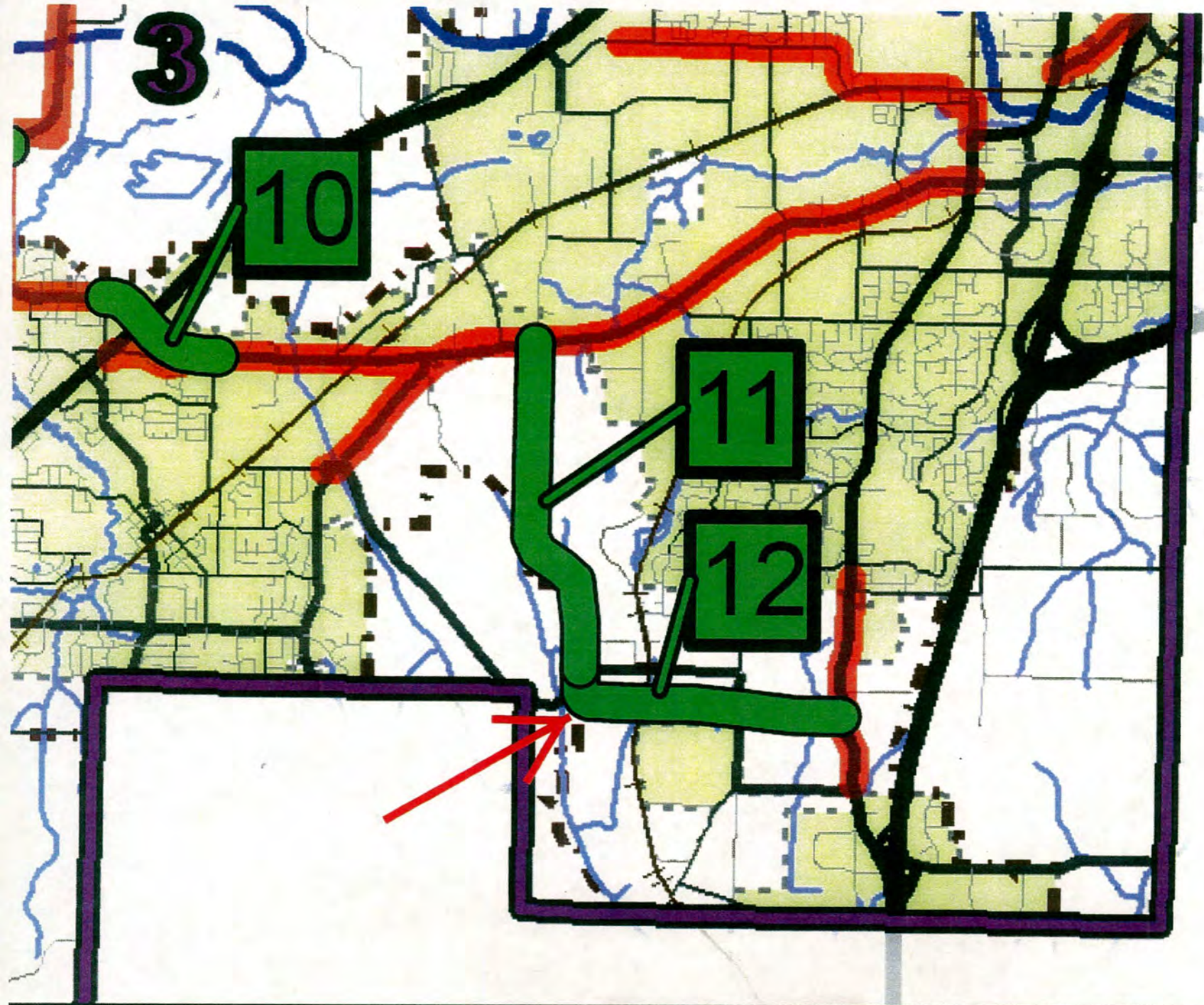
The City of Sherwood hopes you will support these recommendations and replace the Scholls-Sherwood Intersection project with the Kruger/Elwert/Hwy 99W Intersection Improvements Project in the MSTIP-3d projects list.

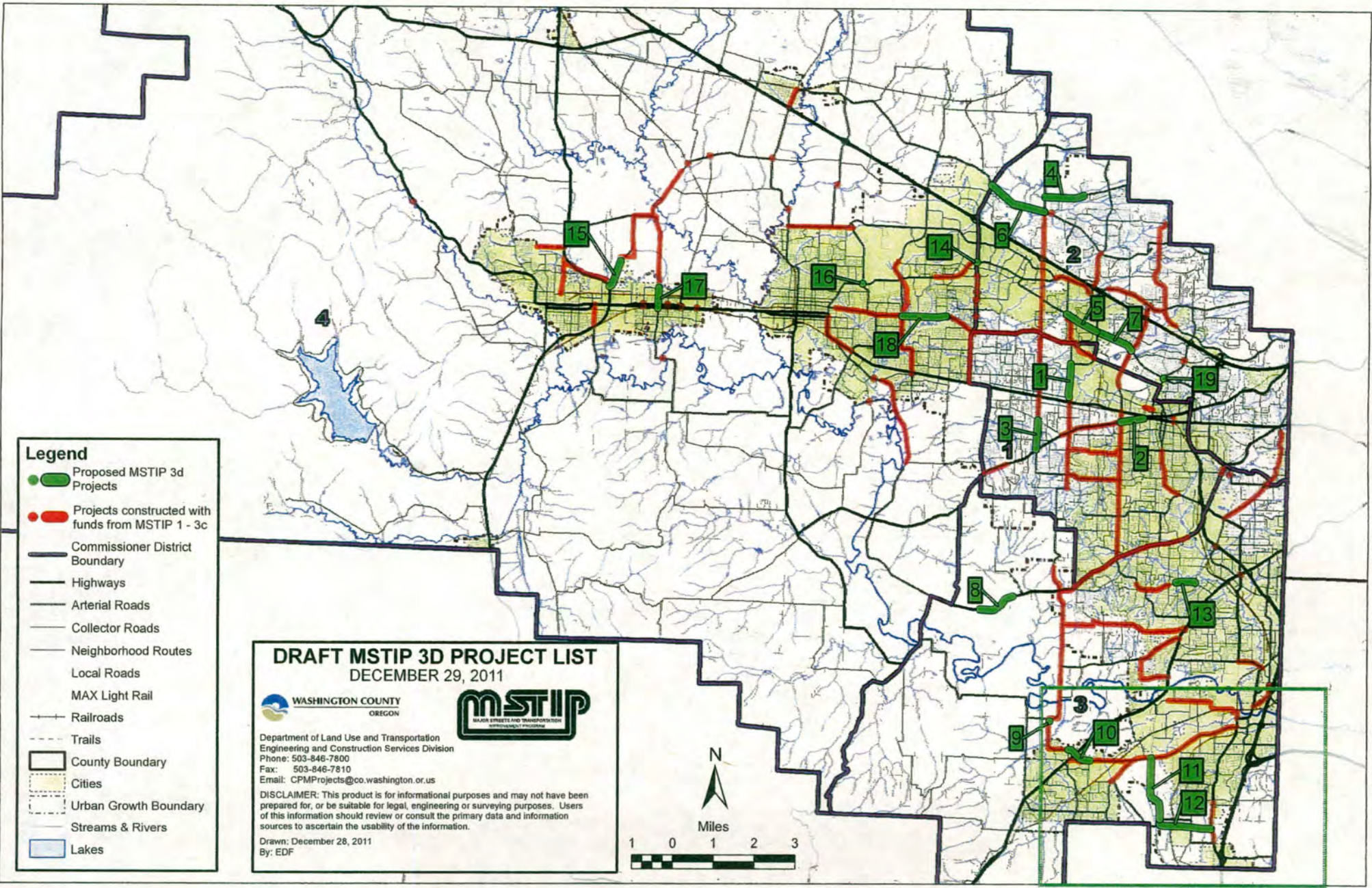
Sincerely,



Keith Mays
Mayor, City of Sherwood
(503) 625-5522

CC: Tom Pessemier, City Manager Pro Tem
File





- Legend**
- Proposed MSTIP 3d Projects
 - Projects constructed with funds from MSTIP 1 - 3c
 - Commissioner District Boundary
 - Highways
 - Arterial Roads
 - Collector Roads
 - Neighborhood Routes
 - Local Roads
 - MAX Light Rail
 - Railroads
 - Trails
 - County Boundary
 - Cities
 - Urban Growth Boundary
 - Streams & Rivers
 - Lakes

DRAFT MSTIP 3D PROJECT LIST
 DECEMBER 29, 2011



WASHINGTON COUNTY
OREGON



mstip
MAKING STRONGER AND TRANSFORMING
COMMUNITIES PROGRESSIVE

Department of Land Use and Transportation
 Engineering and Construction Services Division
 Phone: 503-846-7800
 Fax: 503-846-7810
 Email: CPMProjects@co.washington.or.us

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Drawn: December 28, 2011
 By: EDF



WORK SESSION MEETING STAFF REPORT OR REQUEST FOR ACTION

Basalt Creek Transportation Planning

Meeting Date: February 23, 2012
Report Date: February 10, 2012
Source of Item: Community Development

Contact: Michael Bowers
Contact Telephone Number: 503-682-4960
Contact E-Mail: bowers@ci.wilsonville.or.us

BACKGROUND

As part of a multi-jurisdictional MOU which the City Council approved early summer 2011, the City is participating in a macro Transportation Planning analysis to determine the Arterial Street system needed in Washington County between the Cities of Tualatin and Wilsonville.

Now that we are nearing the 2/3 completion stage of this study – it is timely to have a Council update and review policy directives before entering the decision-making phase. The City’s two Policy Advisory Group (PAG) representatives are Mayor Tim Knapp and Council President Nunež.

ANALYSIS

Attachment A provides the project schedule and Attachment B provides the draft P.A.G. minutes with City commentary from the November 2011 P.A.G. While elected officials are serving on the P.A.G., staff serves on the Technical Working Group (TWG). Four near-term events are being scheduled in which the City will need to clearly articulate concerns, positions, and questions:

- Informal P.A.G. discussion with consultants – to be scheduled soon.
- Review/comment on publishing the Draft Technical Report for March 22nd TWG.
- A formal P.A.G. meeting – likely late March.
- Open House for Public – not yet scheduled.

Attachment C provides the notes from the recent Basalt Creek open house in December 2011 as a point of reference for Council to review some of the initial concerns put forth by the public..

IMPACT ON CITY RESOURCES

The City of Wilsonville may need to add projects to our TSP as a result of the Basalt Creek planning outcome. Or, the City will need to articulate a position that is consistent with the listed projects including right-of-way acquisition and cost of business displacements, which need to be “owned” and funded by

other agencies.

In general, staff recommends projects that further shovel-ready land availability, minimize impacts to existing businesses and land owners, and provide maximum congestion relief for transportation investments.

As background, excerpts from a PowerPoint presentation showing potential investments and alternatives are shown within Attachment D.

Overall, staffs greater long-term concerns include:

- Large, un-funded mandates for new projects in City's TSP in an era of declining federal and state transportation support.
- Direct, negative impacts to Wilsonville businesses and industrial clusters through condemnation/displacement, while not serving development interests.
- Detrimental impacts to the conduct of commerce in and near Wilsonville due to potential significant traffic congestion impacts that negatively impact both area roads and I-5.
- Decline in Wilsonville's competitive business advantage.

RELATED CITY POLICIES

The City Council should discuss several avenues of guidance, feedback and direction in order to deliver responsive messages to the various upcoming forums:

1. TWG – Are there alternatives, options or criteria considerations that are not included in the Attachment D alternatives shown or in the Attachment E technical evaluation criteria Matrix? Should other “phasing” plans be activated?
2. Public Open House – Staff requests guidance from the City Council in terms of the most important ideas or information that need to be committed at the next Open House? If there are other communication tools that the City Council would like to use, independent of the Washington County consultant – what is desired?
 - Boones Ferry Messenger
 - Flyers/Letters
 - Chamber Involvement
 - Planning Commission
 - Other? (Specific business or land owner meetings and/or correspondence)
3. Policy Decisions and Investments through 2020.
 - Which projects over the next 10 years does the City Council generally support?
 - Which projects seem to be of low value to Wilsonville?
 - What projects would the City Council like to pursue as financial partnerships with Washington County, Tualatin or others with respect to design, property acquisition or construction.
 - Are these projects not on the Basalt Creek list that staff should consider and evaluate?
 - Alternative #7 (approved into the RTP following the I-5/99W Connector outcome) plans

for three parallel Arterials between 99W and I-5. Does the absence of dialogue about a Northern Arterial in the regional discussion concern the City Council?

4. Jurisdictional Partnerships and Alignment – are there informal elected official meetings that staff should set up with some of our Regional partners over the next 60 days:

- Tualatin
- Metro
- Washington County
- Clackamas County
- ODOT
- Others?

MSB/bgs

cc: Staff Report File
Subject File
IOC-CD File

ATTACHMENTS

- A. Schedule dated January 6, 2012
- B. Policy Advisory Group (P.A.G.) November Minutes
- C. Open House Comment Summary – December 14, 2011
- D. Power Point Excerpts from P.A.G. Meeting
- E. Draft Criteria for the Alternatives

Bowers, Michael

From: Kristen Kibler <Kristen@jla.us.com>
Sent: Friday, January 06, 2012 5:28 PM
To: Kristen Kibler; Bowers, Michael; 'Todd.JUHASZ@odot.state.or.us'; Andrew Singelakis; Jeanne Lawson; 'russn@quincyeng.com'; 'Russell_Knoebel@co.washington.or.us'; 'csm@dksassociates.com'; 'Andy.Cotugno@oregonmetro.gov'; 'rjd@dksassociates.com'; 'ARouyer@ci.tualatin.or.us'; Stephen Roberts
Cc: Neamtzu, Chris; 'Andy_Back@co.washington.or.us'; 'SteveL_Kelley@co.washington.or.us'; Kaaren Hofmann; AQUILLA HURD-RAVICH; Lashbrook, Stephan; Mark.D.JOHNSON; 'Sherry.Oeser@oregonmetro.gov'; 'CCortes@ci.tualatin.or.us'; 'Ray.Valone@oregonmetro.gov'; 'Gary_Stockhoff@co.washington.or.us'; 'Jane.Hart@oregonmetro.gov'; 'Joyce.Felton@oregonmetro.gov'; 'slombos@ci.tualatin.or.us'; 'Diane_Overstreet@co.washington.or.us'; 'gkirby@ci.tualatin.or.us'; 'kimberly_haughn@co.washington.or.us'; 'Diane Overstreet'; Cosgrove, Bryan; BEN BRYANT; 'big.mike.71@hotmail.com'
Subject: Basalt TWG #4 Agenda/Location for Thurs 1/12/11 1-3 p.m. Tualatin Council Chambers
Attachments: Basalt - TWG #4 Agenda 1-12-12 draft.pdf; Washington County South 3 trans OH 12-14-11 Summary -DRAFT.pdf

Attached is an agenda for the Basalt Technical Work Group meeting this Thursday, January 12th 1-3 p.m. The meeting will be held at the Tualatin Council Chambers, 18880 SW Martinazzi Avenue.

Also attached is a draft summary from the open house that was held in December.

Let me know if you have any questions prior to the meeting.

Kristen

From: Kristen Kibler
Sent: Thursday, December 22, 2011 12:01 PM
Subject: Basalt TWG #4 Scheduled for Thurs 1/12/11 1-3 p.m.

Basalt Transportation Refinement Technical Work Group

Key Staff (Andrew Singelakis, Alice Rouyer, Michael Bowers, Andy Cotugno, Todd Juhasz):

Based on your availability you provided the other week, we've set the **next TWG meeting for Thursday, January 12th 1-3 p.m. (location to be determined)**. This was the only day that appeared to work for all of you at the time. An outlook meeting invite will also be sent today.

Materials will likely not be sent to you in advance of the meeting, but we will NOT be asking you to make any recommendations on January 12th. Instead, this meeting will serve as an opportunity to further introduce the information and discuss it before finalizing the documentation of the evaluation. See the schedule below for the process to get to recommendations.

PROCESS SCHEDULE

Early January	Meet with cities individually to discuss specific land use and other issues
January 12 th 1-3 p.m. location to be determined	TWG meeting to review and discuss all the evaluation information that we have, including the engineer's refinement of the east-west concept, and make sure the evaluation is complete before we document the findings.
Early February	Evaluation and Findings distributed to TWG for review; time to review with staff, PAG members if needed

	RESCHEDULED *
Late February * MARCH 22 ND	TWG meeting to approve the Evaluation and Findings → REVIEW ??
March (TBD)	PAG meeting to review the Evaluation and Findings
March/April (TBD)	Public open house/public review and comment on the Evaluation and Findings
Spring	TWG meeting to make recommendations to go to PAG
Spring	PAG meeting to make final decision on transportation framework plan to propose to decision makers.

For the January 12th meeting, we need all of the key staff (Andrew, Alice, Michael, Andy, and Todd) or a designee (if you have one) to attend. I am cc'ing all the staff who have come to meetings, but we will rely on the key staff to talk to staff and decide who you would like to attend for support.

If your schedule has changed and you are unable to make this date, please let me know asap. We may need to reschedule. There were no other days that had worked (without phonecalling some of you) based on the availability you gave me.

Kristen

Kristen Kibler
Project Manager
kristen@jla.us.com

jla | public involvement

Collaborative planning, decisions & communication
(503) 235-5881 x 106 :: 1110 SE Alder Street, Suite 301 :: Portland, OR 97214
(360) 993-0025 :: 1920 Broadway Street :: Vancouver, WA 98663
fax (503) 230-4877 :: web www.jla.us.com

Bowers, Michael

From: Bowers, Michael
Sent: Wednesday, February 01, 2012 10:50 AM
To: Jeanne Lawson (Jeanne@jla.us.com); Kristen Kibler (Kristen@jla.us.com)
Subject: Basalt PAG Summary 11-15-11 DRAFT_for TWG review

Jeanne/Kristen: Here are some notes that Mayor Knapp re-capped from his recollection of the last PAG that may not necessarily be captured in the draft minutes.

- Michael B.

From: Mayor Tim Knapp
Sent: Tuesday, January 31, 2012 11:33 AM
To: Cosgrove, Bryan
Cc: celianunez01@gmail.com; Bowers, Michael
Subject: Re: 012612 MSB Basalt PAG Summary 11-15-11 DRAFT_for TWG review

- 1) Impacts on existing businesses.
- 2) Per connector group findings, construction needs to begin at south end to prevent overloading of WV facilities.
- 3) Ultimate method of relieving interchange & I/5 loading must be integral to chosen option, not be left to "figure it out later".
- 4) Rights of way will have to be preserved (by whom at what cost)?
- 5) Proposed restricted access configuration re-structures needs for surface/local access roads for business development. What/how would we provide for suitable local access?

Thx/TK
Connected by DROID on Verizon Wireless

Basalt Creek Transportation Refinement Plan Policy Advisory Group (PAG) Meeting# 2 Summary - **DRAFT**

November 15, 2011 8:30 a.m. – 10:00 a.m.
Tualatin Council Chambers

Attendance

PAG Members:

Washington County

Commissioner Roy Rogers

City of Wilsonville

Mayor Tim Knapp

Councilor Celia Nunez

City of Tualatin

Mayor Lou Ogden

Councilor Monique Beikman

Metro

Andy Cotugno for Councilor
Carl Hosticka

ODOT

Todd Juhasz

PAG Staff Resources (sit at table):

Bryan Cosgrove, Wilsonville

Sherilyn Lombos, Tualatin

Andy Cotugno, Metro (sat in
for Carl Hosticka)

Andrew Singelakis,
Washington County

Staff:

Andy Back, Washington
County

Michael Bowers, Wilsonville

Ben Bryant, Tualatin

Mike McKillip, Tualatin

Russ Knoebel, Washington
County

Alice Rouyer, Tualatin

Consultants:

Ray Delahanty, DKS

Chris Maciejewski, DKS

Kristen Kibler, JLA

Jeanne Lawson, JLA

Public:

Ginger Aarons-Garrison

Grace Lucini

Marvin Mast

Jamie Morgan-Stasny

Tom Re

Mollie Reavis

Gordon Root

Welcome and Agenda Review

Jeanne Lawson, JLA, led introductions, including audience members. The purpose of the meeting is to review and discuss the alternative concepts that the staff Technical Work Group developed last month and to confirm direction on the evaluation. The alternative concepts will be shared with the public at an open house in December prior to the evaluation being completed.

Basalt Transportation Concepts for Evaluation

Chris Maciejewski, DKS, introduced the assumptions that the TWG had made over the two-day workshop held in October.

- The agencies agreed that the following are important considerations for the evaluation and viability: cost, ability to phase, supports development, environmental impact, consistency with RTP, and traffic operations.
- The new facility would be posted and designed for 45 mph.
- Access spacing would be ½ to 1 mile spacing for a new east-west facility of 4-5 lanes, which would provide about 2400 vph in each direction. (This is similar to Hwy 224 in Milwaukie).

Chris presented the draft concepts that staff had explored (see maps from PowerPoint presentation):

East-West Arterial Component

- Concept 1: Improving Existing – The existing road network from 124th to the existing Elligsen/I-5 interchange via widening to a 5-lane corridor, improving geometrics through curves, and re-orienting development to minimize access to the upgraded facility.
- Concept 2: Diagonal Alignment – A new/widened 5-lane arterial corridor from 124th, following Tonquin Road, and then extending east from Grahams Ferry in a diagonal alignment that would intersect Boones Ferry closer to Day Road than the east-west alignment described below. This alignment could follow a powerline corridor to help minimize impacts. This option could include an extension east of Boones Ferry to create an I-5 overcrossing that would intersect with Elligsen Road (which could also be combined with a split diamond interchange).
- Concept 3: East-West Alignment – A new east-west arterial from 124th (north or south of Tonquin Road), crossing over I-5 and connecting to Frobase (east of I-5) allowing potential for traffic to access Stafford/I-5 interchange if the urban reserves in that area develop (could also include a southern connection to Elligsen Road, allows multiple departures-north or south) – the alignment was proposed to be north of, but parallel to, Tonquin Road to try and minimize impacts/cost of crossing the canyon through the Basalt Creek area. This option could include additional improvements in the I-5/Elligsen Road interchange area.

I-5 Connection Concepts (linked to concepts above) – scope of each of these concepts should be described in more detail similarly to above.

The TWG had discussed a variety of connection concepts:

- North Alignment Concept – Would involve an I-5 overcrossing approximately at Greenhill Lane and Frobase (no new connection to I-5. Improve existing Boones Ferry Road connection to I-5
- South Alignment Concept – an overcrossing between Day Street and Greenhill Lane, connecting to a diagonal arterial on the east side of I-5 on its way to Elligsen.
- Day Road Overcrossing Concept – an I-5 overcrossing, proceeding eastward and skirting between existing N. Wilsonville development and the steep hill with the City's water reservoirs.
- Boones Ferry Road Improvements – likely widening Boones Ferry between I-5 and Day Street, perhaps up to 8 lanes.
- Split Diamond Interchange Concept – extending both NB and SB ramps between the existing interchange with parallel extended ramps to the location of a new I-5 overcrossing whether at Day Street or near Frobase/Greenhill.
- ~~South alignment overcrossing~~
- ~~North alignment overcrossing (to Frobase)~~
- ~~Day Road overcrossing~~
- ~~Split diamond interchange~~

← - - - Formatted: In

The team had developed very rough cost estimates and considered general environmental and right-of-way impacts of the three concepts. There was concern from the PAG about the basis for costs and whether right-of-way had been included. It has not. The group was concerned about how this would affect overall costs. There was also discussion on how this size of project(s) could be funded. The cost information will be further refined. The team modeled traffic operations and presented on the findings.

Concept 1: Improve Existing is the lowest cost, but does not meet capacity needs in 2030. Concept 2: Diagonal Alignment does not meet capacity needs beyond 2035 UGB and fails under the full RTP land

use scenario. Concept 3: East-West Alignment meets the long-term capacity needs. Chris reviewed the traffic modeling information that showed how/where the failures in the network occur.

Chris reviewed rough costs and phasing approaches for each of the concepts including I-5 overcrossing options mentioned above. Under the concepts, the existing roads, such as Boones Ferry, Graham's Ferry, and Tonquin are all improved and the 124th extension from Tualatin-Sherwood Road to Tonquin, the SW Tualatin Plan roadway network, Tualatin-Sherwood Road widening, and other RTP financially constrained projects are assumed.

For the overcrossing strategy, the following long-term phasing is assumed if an east-west alignment is recommended:

1. Capacity and access improvements to Boones Ferry Road from the new arterial to the existing interchange.
2. Day overcrossing
3. Frobese overcrossing
4. Split diamond

This phasing is affected by many considerations, including lack of funding available for interchange modifications, difficulty in getting a design exception on the location of the split diamond interchange, and the assumptions on land uses. If the urban reserves change, the phasing might be addressed differently.

It is important to note that the modeling performed and presentation scenarios do not include the impacts of additional traffic volume if a new East-West arterial is extended westward connecting to 99W.7

PAG Discussion

PAG members asked clarifying questions and commented about the various concepts and information. Discussion including the following:

- Why doesn't the east-west arterial connect to I-5? Chris explained that short-term, both concepts 2 and 3 use Boones Ferry, but a future overcrossing may improve connections to I-5. Concept 3 is able to function better because it has parallel arterials (more capacity) – the new arterial and existing Tonquin Road.
- The cost information needs to be refined and include right-of-way. The jurisdictions want to be able to have a plan for allowing development while addressing the need to preserve right-of-way. Should preserving right-of-way be done up front? Chris explained some of the locations of right-of-way impact or how they might be able to avoid impacts.
- Need to look at interim growth/traffic needs. Look at 2020 traffic.
- Do we need to cost adjust by year/phasing?
- Concern that including the cost of the overcrossing to Frobese in Concept 3 is not relevant when comparing costs. Possibly an overcrossing improvement should be added to Concept 2.
- Concern that traffic cannot be directed to Frobese until there is a plan for that area. May not be a relief to Tualatin neighbors if there is no planned improvements on the east side of I-5. Some feel this idea may be a good idea under the right conditions. Some feel the improvements should be confined to the Basalt area – traffic should not be dumped in Clackamas County. (Note: Jeanne Lawson did share this concept with Clackamas County. They have not commented, but are aware that it is being explored.)

- There was discussion about future land uses, including industrial development, and how the physical location of the road may affect development.
- There is a concern about the arterial being too close to Tualatin residential neighborhoods.
- Is the Frobase connection precluded if the diagonal alignment is recommended? Another member responded by saying the number of structures needing to cross the environmental area and cross I-5 would be the factor that may preclude that combination.
- Does the Frobase overcrossing pull traffic off the existing Elligsen interchange? Chris responded that it was minimal, but the benefit was when the urban reserves are developed.
- Are issues brought up by Mayor Knapp and Councilor Nunez listed here?

Chris explained that the TWG had given the team direction to refine cost estimates and evaluate Concept 2 and 3 (the new arterials). They will work with staff on local system coordination. The TWG had also asked for the team to look at adding an overcrossing south of Elligsen. This has been looked at and does not appear to improve the traffic operations of the alternative concepts.

Public Outreach

The SW 124th Avenue Project is holding an open house on December 14th. There is benefit in using this open house to introduce the project and the concepts being explored to the public. There was discussion on sharing the level of information presented today at that open house. There was much concern that because the cost information was not very refined and did not include right-of-way, cost should not be included in the general public information at this time. The group wanted to be transparent, but did not want to be excessive with the information (detailed traffic modeling) or risk sharing information that was not accurate (very rough costs.) A summary of this information from today will be presented to the public at the December 14th open house.

Next Steps

Some PAG members were interested in which properties, businesses specifically, might be affected and how right-of-way might be protected. Many were interested in knowing who would be paying for all the streets that would need to be improved. Some of these discussions may be part of the Concept Plan process. Many wanted to have a meeting or process to focus on the financial issues – costs and responsibilities. Everyone agreed financing will need to be discussed.

There were members in the audience who wished to give comment. There was not time at this meeting. Since no decisions were being made, Jeanne asked that they submit comments in writing and attend the public meeting in December. The next PAG meeting will have a time for public comment. A written comment is at the end of this document.

The open house will be held in December and the TWG will meet at least one more time to review the full evaluation and make recommendations to forward to the PAG. The PAG will meet again in February/March.

Public Comment Form Received at meeting:

Ginger Aarons – I would like to see a concept plan for our area for livability and creating a sense of place.



DRAFT Open House Summary

December 14, 2011 5:30 – 8:00 p.m.
Tualatin Valley Fire & Rescue Training Center

Washington County held a joint open house for three transportation projects in the south area of the County. The event was held on December 14th from 5:30 to 8:00 p.m. at the Tualatin Valley Fire and Rescue Training Center, 12400 SW Tonquin Road. Eighty-five people attended the event, not including project staff and consultants. Attendees were able to learn more about the following three projects, which are at various stages of planning in the SW Tualatin and Basalt Creek areas:

- SW 124th Avenue Project (Tualatin-Sherwood to Tonquin Road)
- Basalt Creek Transportation Refinement
- Boones Ferry Road Improvement (Norwood to Day Street)

The open house was advertised through a newsletter that was mailed to approximately 3,000 addresses, a press release, e-mails to various interested parties, and on multiple project websites. The meeting was covered by OregonLive, The Tigard-Tualatin Times, and the Wilsonville Spokesman.

Meeting format

The open house was organized into four stations; one for each of the projects and an additional area for information on other area projects, such as the Tualatin Transportation System Plan and the Metro Tonquin Regional Trail. There was also general information on the County's Major Streets Transportation Improvement Program (MSTIP). A County staff member who specializes in acquisition of private property for the County was also on hand to answer questions about that process for those who might be affected by a project. The three projects that were the focus of the event displayed general information on the project purpose, schedule, and general location or potential alignments. There was no formal presentation. Attendees were able to discuss the projects with County and consultant staff, specific to each project, and share their thoughts. Attendees were also asked to document their comments on forms. Few filled out comment forms, but the verbal and written comments heard are summarized in the following sections of this document. Staff and elected officials from the cities of Tualatin, Sherwood, and Wilsonville also attended the event and were able to talk with stakeholders and listen to community concerns.

Attendees visited the stations and talked with staff and consultant team members at the event. They often would view the stations in an order that was most relevant to them, i.e. location or level of planning detail. Many people appreciated being able to see how the projects, although at different phases, were related.

The following highlights information shared and public comments heard at the three open house stations.

SW 124th Avenue Project (Tualatin-Sherwood to Tonquin Road)

Project team members staffed the SW 124th Avenue Project and presented information on the purpose of the planning effort, schedule, the four conceptual alignments being considered from Tualatin-Sherwood Road to Tonquin Road to provide future access for the SW Tualatin Concept plan area, and two realignment options for Tonquin Road. A topographic model aided the discussion and helped show the physical constraints in the project area.

Most attendees understood and supported the transportation needs for the project. Many asked about timing of the project. The most interest was related to specific property impacts.

The project received five written comment forms. The verbatim comments have been documented in a separate spreadsheet and contain more detail. The following summarize the written comments:

- Suggestions to cross the railroad further south and connect the new road south at Clay (rather than Tonquin).
- Suggestion for connecting an additional bridge of I-5 to the new 124th project.
- Desire to keep traffic out of Tualatin neighborhoods.
- Concern about specific property impacts related to the Tonquin Road realignment options (see specific comment form.)

The displays from the open house and additional information can be found at www.124thproject.com. A preferred alignment will be recommended by Spring 2012.

Basalt Creek Transportation Refinement

Project team members staffed the Basalt Creek Transportation Refinement station and presented information on the purpose of the planning effort, the schedule for identifying a recommended conceptual alignment, evaluation factors that are being considered, and the elements of the project (a 45 mph major arterial with 4 lanes + center median with access spacing of about ½ to 1 mile and options for improving access to I-5 for this major arterial). Three general alignment concepts being evaluated were presented: Concept 1-Improving the existing roadways, Concept 2-New diagonal alignment, and Concept 3-New east-west alignment. The two new roadway alignments were not shown in exact locations, as these are not known at this level of planning.

Some people were familiar with the project to develop a new arterial in this area. Although it is in the Regional Transportation Plan, some were unaware of and surprised about the project. Many expressed interest in timing of the project, how it might affect property values (both during the planning process and also once it is in place), and how it might affect neighborhood livability and character. Many asked about the relationship to the I-5/99W Connector and questioned whether this road would link to Sherwood. While this planning effort will need to allow for future development of the Southern Arterial that was identified through that study and included in regional plans, this effort is not intended to identify a specific future extension alignment to the west.

Another open house will be held this spring for public comment prior to recommendations being made by decisionmakers from the various partner agencies. The public comments received will help inform the evaluation review.

The project received nine written comment forms, letters, and a phone call summarized below. Verbatim comments have been documented in a separate spreadsheet.

- Several expressed a desire to see any new arterial pushed as far south from the existing neighborhoods as possible.
- Concern about moving traffic congestion problems from Tualatin-Sherwood Road to a new corridor.
- Concern about losing rural character of the area.
- Suggestion that existing roads (Graham's Ferry/Boones Ferry) will also need to be improved, especially to improve safety as more traffic uses them.
- Specific comments (multiple commenters) about Concept 1 – Improve existing roads
 - Support Concept 1 because it would be less expensive, is more consistent with current and desired land uses, has less impact on neighbors to the north, and directs travelers toward I-5 (concern that the more northerly concepts don't have enough detail for access to I-5).
 - Dislike Concept 1 because it is not adequate for the future.
- Specific comments (multiple commenters) about Concept 3 – East-west alignment
 - Concern that the access to I-5 is not fully addressed
 - Concern that travel across the freeway has not been discussed thoroughly; moving Stafford area traffic across the freeway into residential areas on west side of I-5 is not desirable
 - Desire to see the alignment moved south
 - Support Concept 3 because it better addresses traffic
 - Dislike Concept 3 because of cost, neighborhood impact issues, topography, and other issues
- Concern about how the planning process affects current property values and how the new roadway would affect property values. Concern that the planning effort or the line on the map may hold up development potential on specific properties. Desire to avoid this.
- Specific comments on location of a roadway to avoid specific property impacts, i.e. skirt along the edge of a property rather than run diagonally through it.

The maps and other displays from the open house can be found at www.basaltcreek.com - click on the "Transportation Refinement" tab. More information and public review of the evaluation is anticipated for spring 2012, prior to any recommendations being made.

Boones Ferry Road Improvement (Norwood to Day Street)

Washington County Project Manager Abe Turki shared a map of the preferred alternative, discussed project issues, and responded to questions. The preferred alternative presented combines features of the two alternatives (of four alternatives) that neighbors and property owners had shown more support for earlier in the fall. The design team is further refining the design to better understand and minimize, as possible, property impacts. A meeting for Boones Ferry Road neighbors will be held in early 2012.

Most public attendees understood the purpose of the project, and many shared support for improving safety. The project will improve the road to two lanes plus center turning lane or median, bicycle lanes on both sides, and sidewalks on the west side (in addition to some completed sidewalk connections on the north project boundary near the church and school). The County assumes this road will be five lanes in the future. The three lane project, as planned for construction this fall, was generally supported, but several questioned the need for five lanes in the future. Several felt this would greatly change the neighborhood character, pose more property impacts for some, and increase traffic. Many were pleased that the project was funded and being designed, especially the addition of bicycle lanes and sidewalks. Property owners discussed the right-of-way acquisition process with County staff and had individual concerns and questions about compensation for partial property impacts. Many who lived directly on Boones Ferry Road discussed specific property impacts and livability with the project manager.

The project received seven written comment forms or letters summarized below. Verbatim comments have been documented in a separate spreadsheet.

- Do not see the need for a future five lane road.
- Would like impacts to be spread equitably for all property owners (east and west sides).
- Desire to see (specific) houses owned on Boones Ferry to remain rentable.
- Install a yellow left turn arrow for northbound traffic turning left/west onto Day Street.
- Support for the preferred alternative.
- There is an existing drainage problem from Boones Ferry Road to private property. Desire to have this addressed as part of project.
- Desire to maintain direct access to Boones Ferry Road (specific property)
- Would like to see tall evergreen hedges (specific property) remain for privacy.
- The area near Seely ditch was once dry, but has been a small lake for the past several years. Would like to see the water level go back to normal.
- Concern about cost of project when including frontage road.
- Move road slightly east and move northern curve slightly south (see specific comment form) to avoid property impacts, allow space for vehicles to make turns, and preserve trees.
- Would like to see the planter strip included on the west side, as has been shown on the alternatives, for neighborhood aesthetics, environmental quality, and pedestrian experience.
- Pedestrian safety.
- Please visit on-site.
- Consider emergency response times.
- Concern that the improvement attracts heavy industrial traffic that currently uses Nyberg to access Tualatin-Sherwood Road.
- Concern about truck traffic and noise in residential and school zones.
- Concern about loss of mature trees on west side of the road.
- Concern about property values.

The displays from the open house and map of the preferred alternative can be found at www.wc-roads.com and click on the project under "Construction Projects." The alternative map is currently being refined and will be updated in early 2012 (~February).

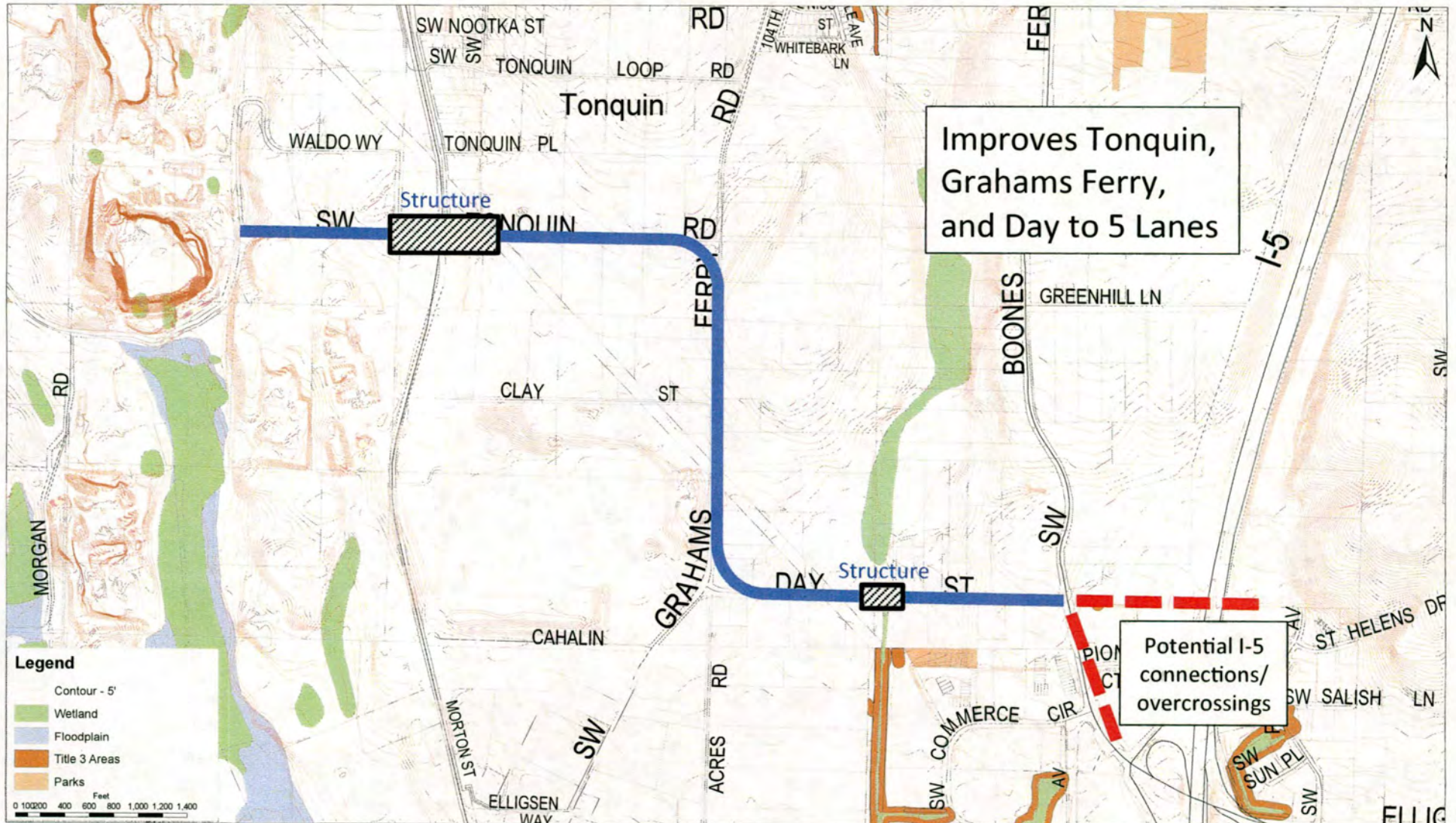
An aerial photograph showing a mix of agricultural fields, residential areas, and a large body of water on the right side. The text is overlaid on the center of the image.

Transportation Concepts

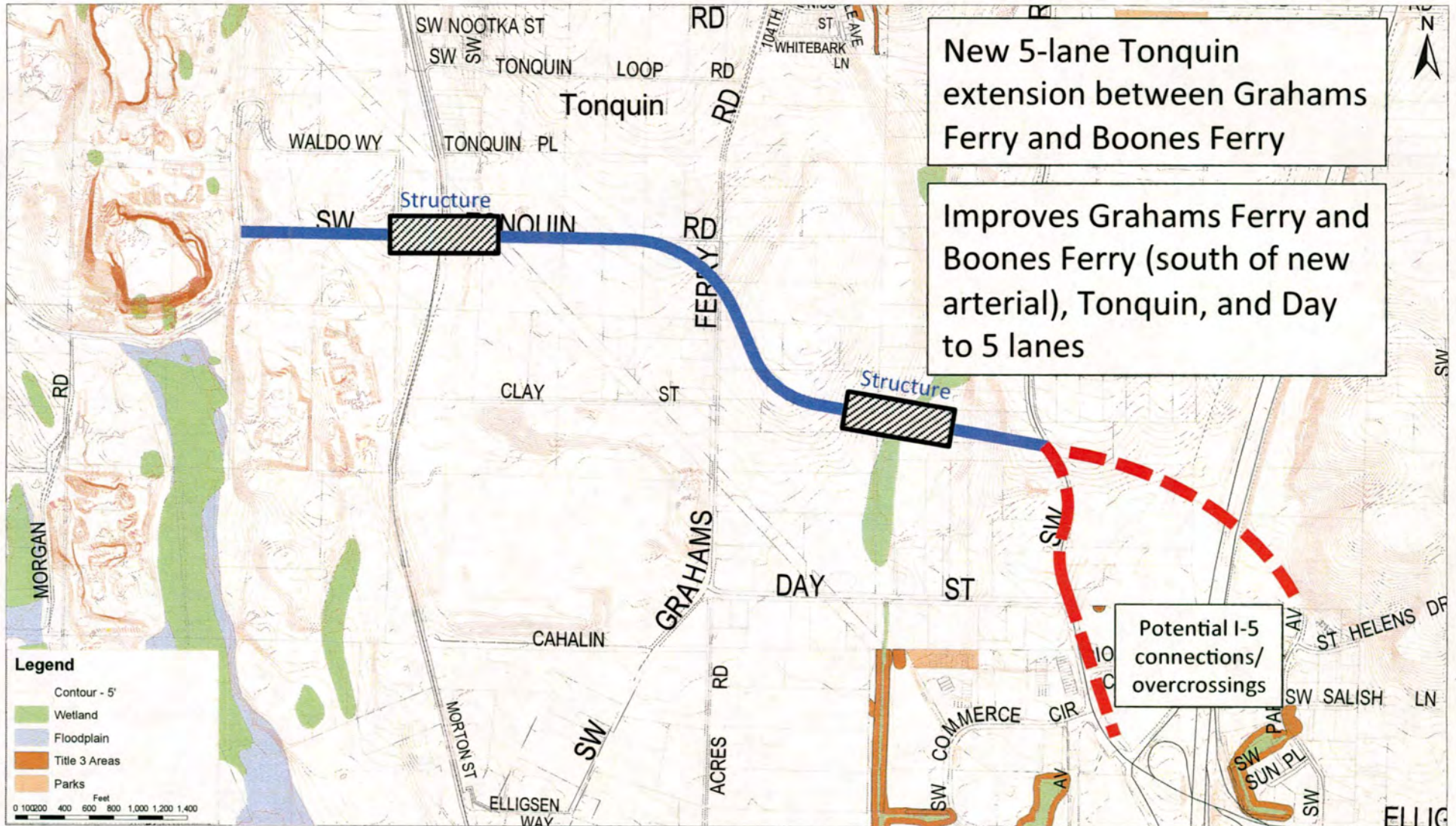
Basalt Creek Refinement Plan

November 8, 2011

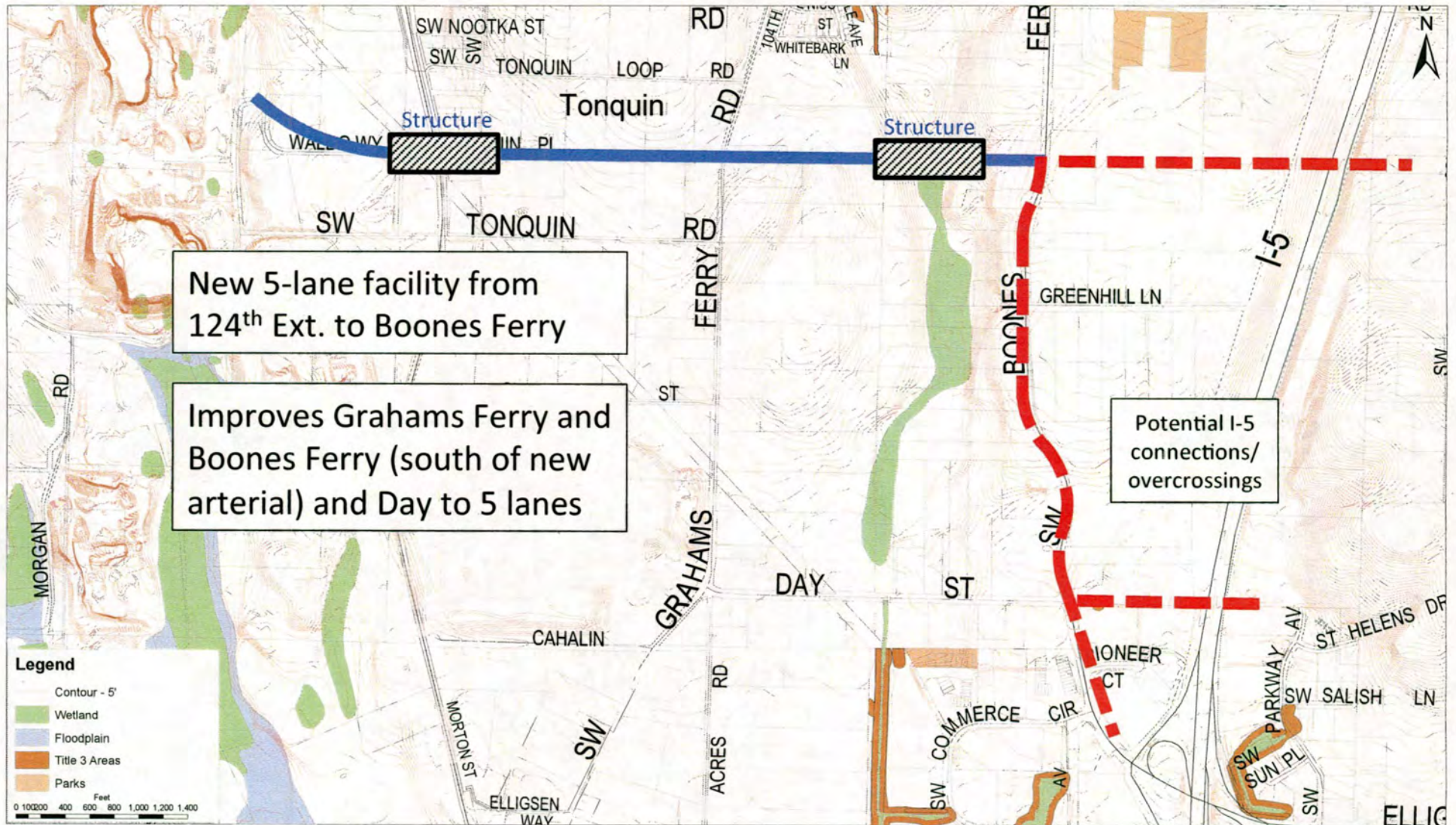
Concept 1: Improve Existing



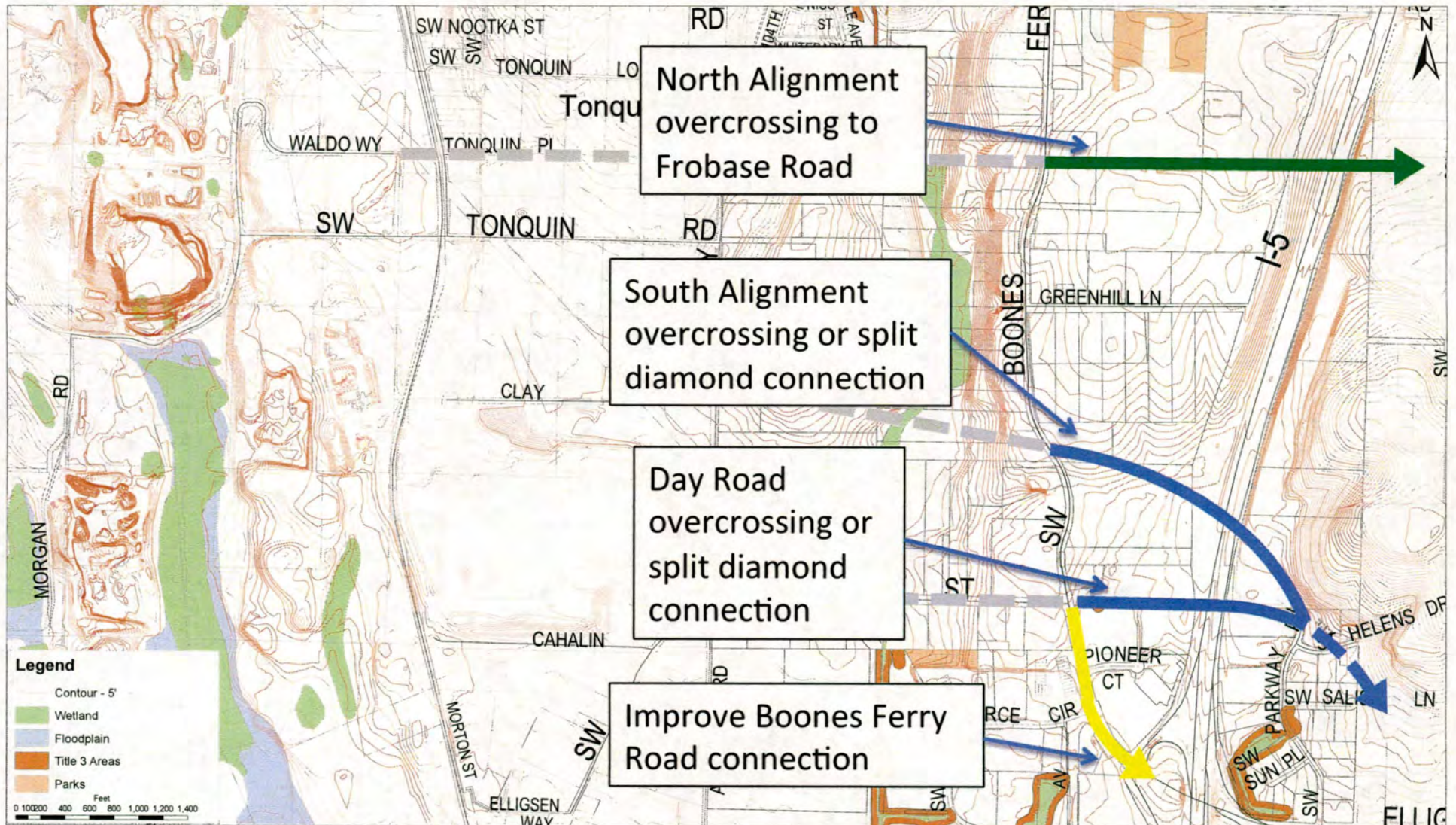
Concept 2: Diagonal Alignment



Concept 3: East-West Alignment



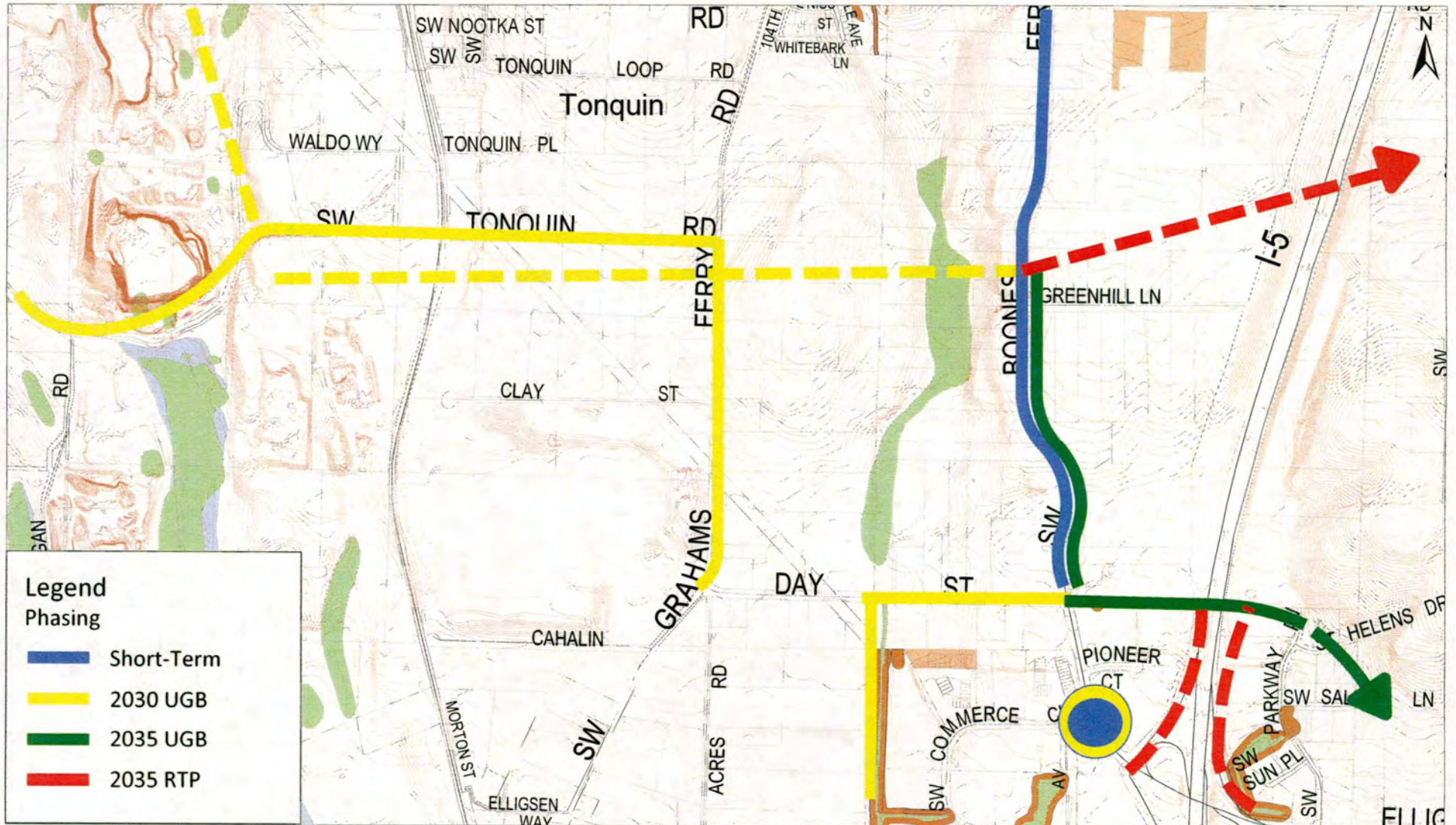
I-5 Connection Concepts



Summary of Technical Findings

- Improve Existing – lowest cost, but does not meet capacity needs beyond 2030
- Diagonal Alignment - does not meet capacity needs beyond 2035 UGB (fails under the full RTP land use scenario)
- East-West Alignment – meets long-term capacity needs
- Costs – need refinements of Diagonal and East-West alignments (bridges, cut/fill, ROW)

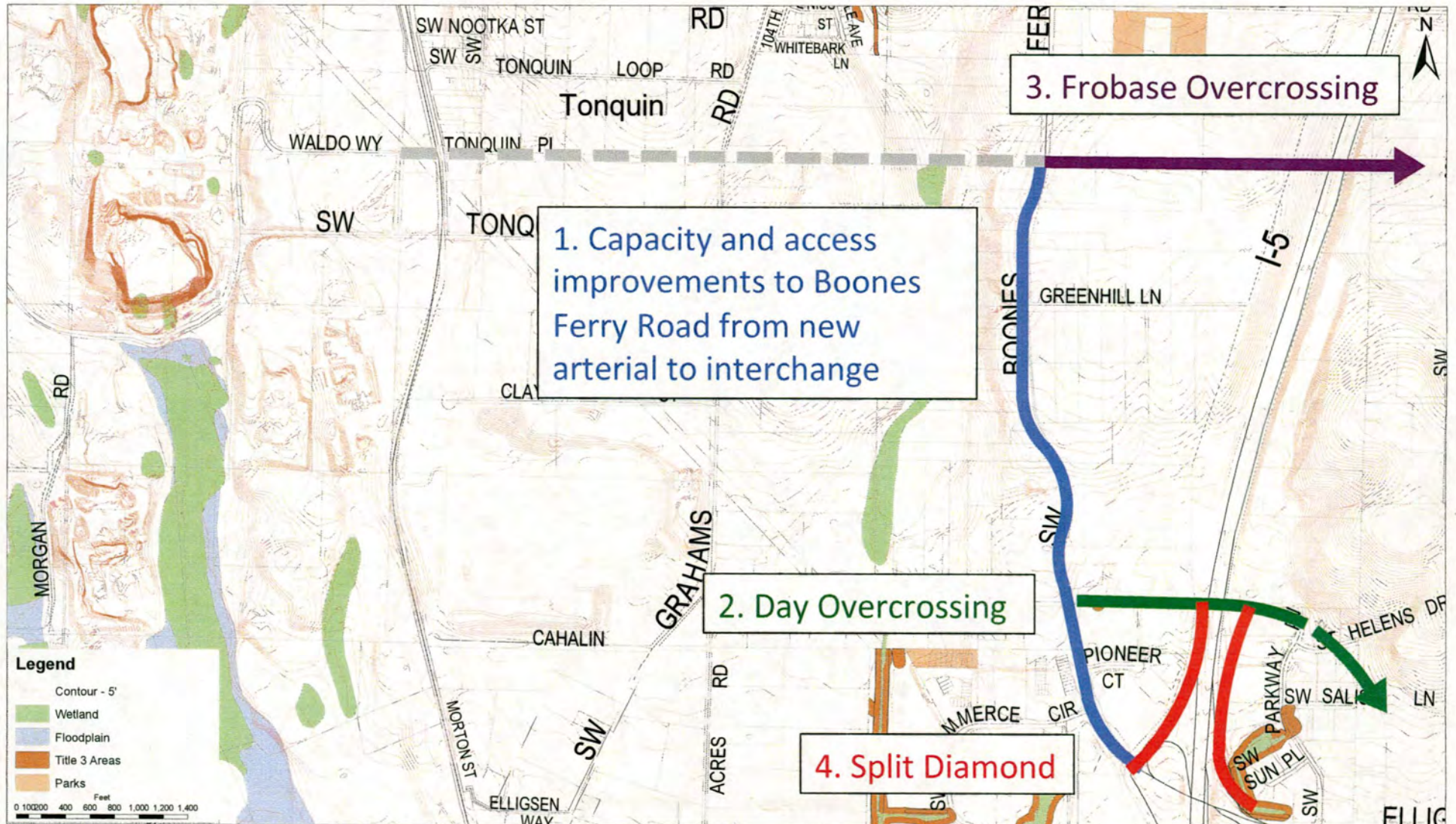
Summary of Potential Phasing



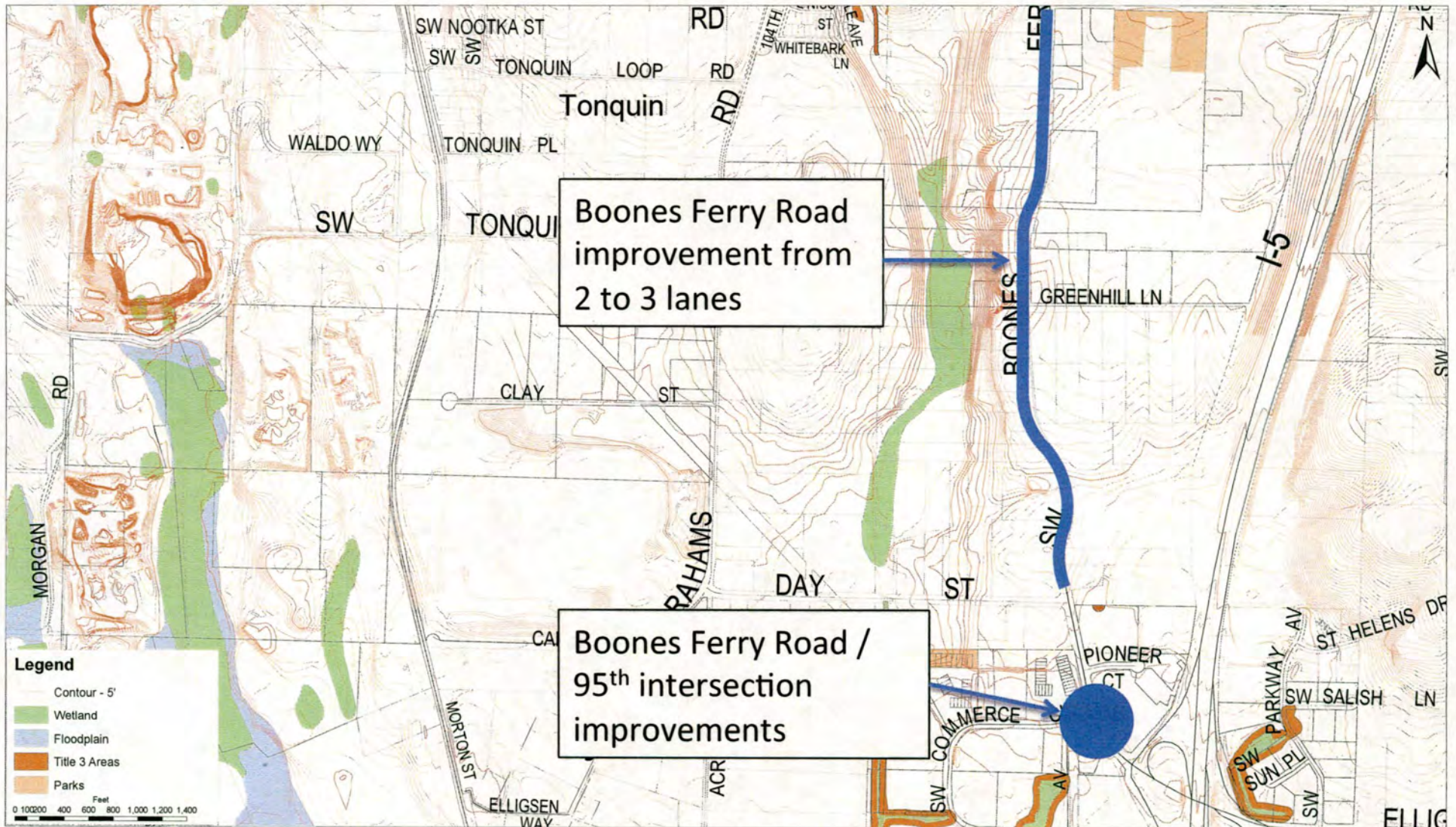
Operations Evaluation Summary

	1 Improve Existing	2 Diagonal Alignment	3 East-West Alignment
2030 UGB	Meets standards	Meets standards	Meets standards
2035 UGB	Fails in the interchange area	Would require interchange area improvements (e.g., Day Overcrossing)	Would require interchange area improvements (e.g., Day Overcrossing)
2035 RTP	Would further degrade, including corridor capacity between 124 th and Boones Ferry Road	Fails at interchange and on single corridor between 124 th and Grahams Ferry	Additional overcrossing (Frobase alignment) needed; may require future split diamond

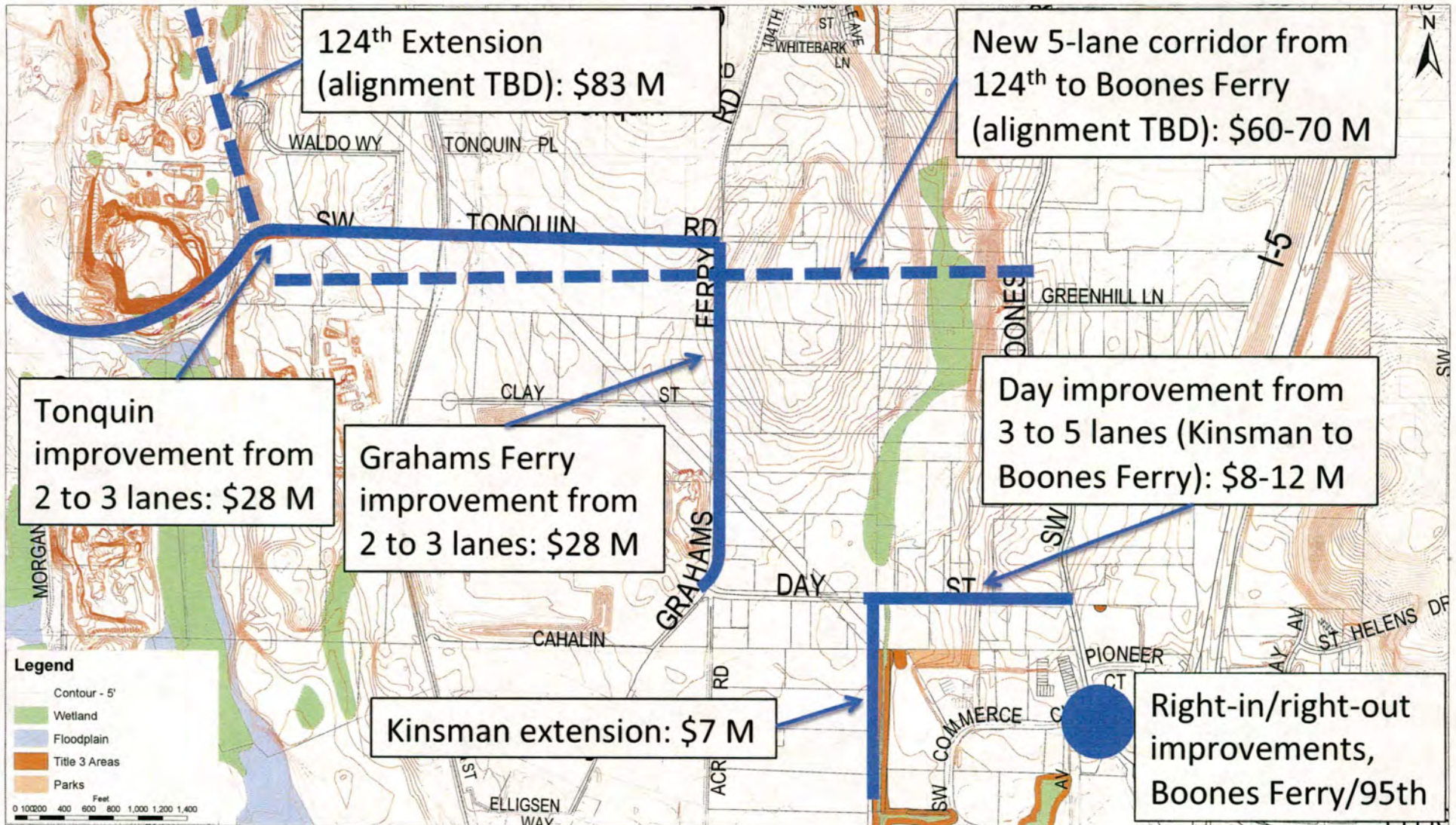
Overcrossing Strategy



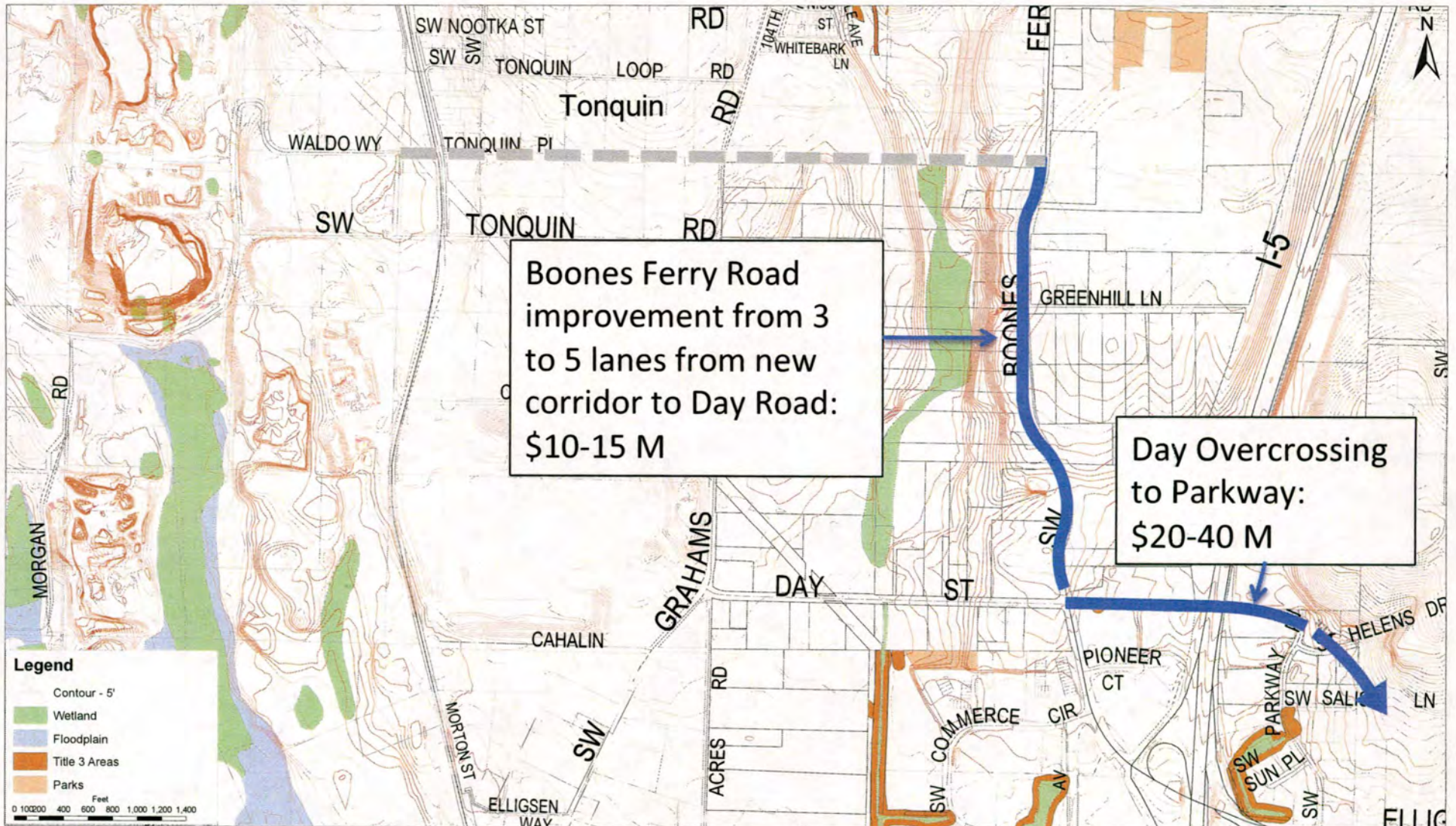
Preliminary Phasing Plan: Short Term



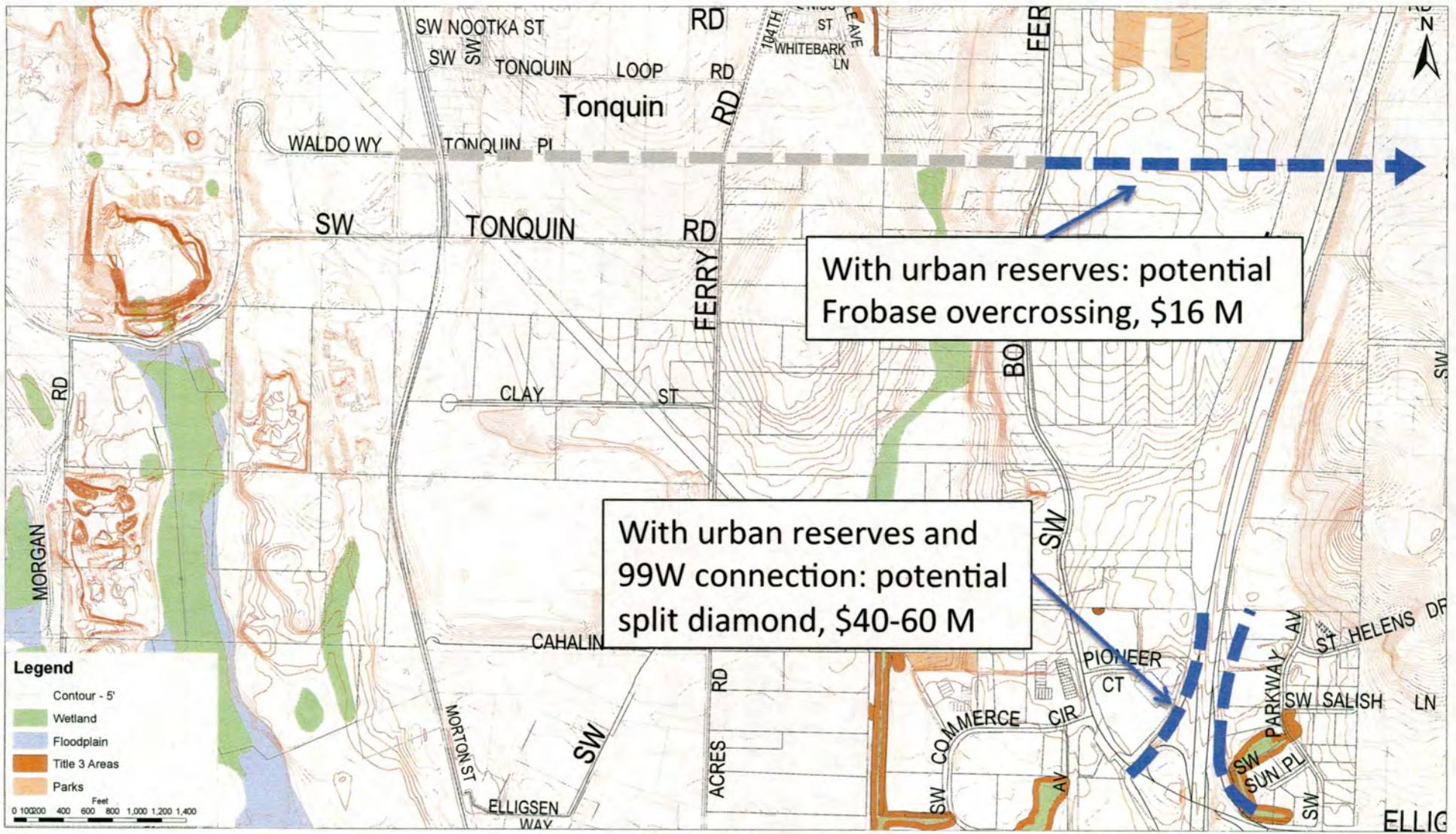
Preliminary Phasing Plan: 2030



Preliminary Phasing Plan: 2035 UGB



Preliminary Phasing Plan: 2035 RTP



Next Steps

- Refine two east-west alignments (124th to Frobase, 124th to Day)
- Cost estimate refinements
- Local system coordination
- Assess benefit of an additional overcrossing south of Elligsen

Concepts to Consider for Evaluation

	Framework Concepts			I-5 Interchange Connection Concepts			
	New Arterial Connection towards Frobase	New Arterial Connection towards Elligsen (124 th to Elligsen)	Improve Existing Road Network (124 th to exist. interchange)	Improve Existing Interchange	Overcrossing (Day to Parkway Center)	Overcrossing (to Frobase)	Split Diamond Interchange
<p>Cost (need "apples to apples" comparisons)</p> <ul style="list-style-type: none"> Cost per elements/phases Are there funding opportunities? 	<p>~\$56M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$69M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$50M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$12M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$20M-\$40M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$17M</p> <ul style="list-style-type: none"> Right of way costs? 	<p>~\$48M</p> <ul style="list-style-type: none"> Right of way costs?
<p>Ability to phase based on need and development</p>	<ul style="list-style-type: none"> Can build new connection from Grahams Ferry to Boones Ferry as Phase I, then extend over I-5 in later phase when Urban Reserves develop Allows existing corridors to build out as standard county facilities with a newer, higher capacity corridor to come later Compatible with overcrossing or split diamond concepts @ interchange 	<ul style="list-style-type: none"> Can phase components that connect to I-5 (e.g., overcrossing or split diamond at Elligsen), but does not provide a new connection to Urban Reserves east of I-5 Requires Tonquin to be built as high capacity 5-lane roadway (plus) instead of county standard arterial Compatible with overcrossing or split diamond concepts @ interchange 	<ul style="list-style-type: none"> Can be phased between 3-lane and 5-lane corridors Compatible with other improvement options as a first phase 				
<p>Supports development (provides access)/Impacts to existing uses/future development opportunities?</p>	<ul style="list-style-type: none"> Allows more flexibility in local network (including extending an arterial grid into Urban Reserve areas) Frobase is currently a local road, would need to change to arterial to 65th Ave. 	<ul style="list-style-type: none"> Are developable properties bisected? How does current BPA alignment bisect properties? 	<ul style="list-style-type: none"> How does current BPA alignment bisect properties? How will properties access as they develop? 				
<p>Environmental Impact</p>	<ul style="list-style-type: none"> Where/extent of a wetland/creek crossing? 	<ul style="list-style-type: none"> Where/extent of a wetland/creek crossing? 					
<p>Consistency with RTP</p>			<ul style="list-style-type: none"> Is this consistent (does not 				

			preclude) future I-5/99W southern arterial in RTP?				
Traffic operations	<ul style="list-style-type: none"> Would require additional overcrossings or split diamond to last beyond 2035 UGB 	<ul style="list-style-type: none"> Would require additional capacity between 124th and Grahams Ferry to go beyond 2030 UGB Would require overcrossings or split diamond to last beyond 2030 UGB 	<ul style="list-style-type: none"> Provides adequate capacity through the 2030 UGB Scenario only Control/removal of access to existing uses? Impacts on existing traffic during construction? 				
Confidence in viability (constructability)	<ul style="list-style-type: none"> Engineers believe it can be built. Ability to cross over WES, under BPA? 	<ul style="list-style-type: none"> Engineers believe it can be built. Ability to cross over WES, under BPA? 	<ul style="list-style-type: none"> Engineers believe it can be built. Ability to cross over WES, under BPA? 				
Ability to function with "upgrades" to existing interchange? Ability to work with new overcrossing connection to Elligsen (east side of I-5) Ability to work with split diamond interchange	With upgrades, existing interchange functions until 2030 UGB Could facilitate N-S connection from Frobase overcrossing to Elligsen (and Norwood) at Canyon Creek	With upgrades, existing interchange functions until 2030 UGB	With upgrades, existing interchange functions until 2030 UGB				
Worthy of refinement and evaluation							

How do various options work with future City boundaries?

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2012

FEBRUARY

Date	Day	Time	Event	Place
2/20	City Offices Closed Presidents Day			
2/23	Thursday	7 p.m.	City Council Meeting	Council Chambers
2/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

COMMUNITY EVENTS

February 24 – Middle School Dance

7:30 p.m. – 9:30 p.m. Community Center

\$5.00 at the door, must have Middle School Student ID for admittance

February 25 – Volunteer Planting Event

9 a.m. – 1 p.m. Boeckman Creek in Memorial Park
(next to the Wilsonville Community Garden)



Volunteer Planting Events

Provided by

The City of Wilsonville & Friends of Trees



Join community members of all ages and abilities in these annual tree planting opportunities. The Friends of Trees helpful crew leaders guide small groups of volunteers. Dress appropriately for the weather conditions.

Contact Lisa Nead at (503) 570-1535 for more information.

Saturday, January 28

9 AM - 1 PM

Memorial Park

Forest Shelter (southeast corner)



free coffee and donuts!



Saturday, February 25

9 AM - 1 PM

Boeckman Creek in Memorial Park

(next to the Wilsonville Community Garden)

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, February 6, 2012. Mayor Knapp called the meeting to order at 7:10 p.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
Gary Wallis, Finance Director
Mike Ward, Engineer
Peggy Watters, Community Services Director
Pat Duke, Library Director
Delora Kerber, Public Works Director

Motion: Council President Núñez moved to approve the order of the agenda. Councilor Starr seconded the motion.

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

30th Anniversary of the Wilsonville Library. Pat Duke, Library Director, made the following comments:

"This is from: *Wilsonville Times*, February 17, 1982, page one, byline Carolyn Bradley, "The Wilsonville Public Library was dedicated on Sunday, February 14 - a gift of love from the community to the community.

The dedication was held although the Library is not ready for its first borrowers to walk through the door. "We thought it perfectly appropriate to dedicate the Library before it's finished," said Library Board of Trustees Chairwoman Maria Philbrook, "because we hope it will never be finished but continue to grow."

Here we are 30 years later, and those two ideas continue to hold.

We remain a product of our community, either through direct input from volunteers who serve on the library board, friends and foundation or are one of the many hundreds who over the years have helped us with the daily operation of the library, or through the support at the ballot box, like when we asked to build the library's current building (nearly 2/3rds approval) or pass the library district (67% approval in Wilsonville).

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

And as a result of that support, this library continues to grow in its services and scope. In its first year of operation, the library had 16,000 checkouts. We now do that every two weeks. I saw a picture of Storytime circa 1982 3 kids around a table. We'll do storytime for 250 preschoolers this week. Library computers will be used over 40,000 times this year, and we'll answer 17,000 reference questions.

And that support has allowed us to reach each year to expand the scope of the library's impact. We've added teen programs, and literature classes. We have music in the stacks, and are collaborating with local schools. And we are experimenting with innovative programs, like Science Adventure, and working with Wilsonville Kiwanis to bring Dolly Parton's Imagination Library to Wilsonville.

The Library turns 30 next week. It's been a great run so far. And it's time to party.

We are celebrating with a week's worth of programming next week. Check the library's website for a complete schedule, but highlights include:

On Sunday the 12th, the launch of Dolly Parton's Imagination Library in Wilsonville. We are working in collaboration with Wilsonville Kiwanis on this one, and it is a program that puts books into the hands of preschoolers throughout Wilsonville each month. It is free to families and is funded with a major gift from Xerox, along with support from a private family foundation, the Friends, the Library Foundation and Kiwanis. And tomorrow, we expect to be able to announce a significant gift from local orthodontist Dr. Joseph Restic. This is free for families who live in the 97070 zip code and Families can sign up starting on Sunday. And since *Little Engine that Could* is Dolly Parton's favorite children's books, and trains is a theme that runs through the program, the first 100 kids get engineer hats and a train whistle. It's gonna be great.

On Tuesday, our actual birthday, we'll be serving birthday cake all day. And as our gift back to the community, anyone who comes into library can have up to \$25 in fines waived from their records.

On Saturday, we'll be hosting an evening celebration starting at 6 pm. Among dignitaries speaking will be Mayor Knapp, Commissioner Lehan, and Representative Wingard.

Again we have great stuff going all week, so check out website for details and schedule. Thank you for your time and your support.”

Mayor Knapp read the proclamation celebrating the 30th Anniversary of the Wilsonville Library. The Mayor mentioned he and Councilor Starr attended the Smart Growth Conference recently and that the information would be reproduced for future discussions. The next Council meeting date was noted, as was the date for the next Middle School dance.

COMMUNICATIONS

Eric Bohard, Chair of the Parks and Recreation Advisory Board, presented Community Opportunity Grant Funds to the Arts and Cultural Council of Wilsonville. These grant funds would be used to prepare and publish a brochure and map identifying the location of the public art pieces throughout the City and explaining the public art program.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

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 pointed out the Chamber of Commerce has changed their meeting from afternoon to the morning. She noted a schedule of the week long Library anniversary celebration activities was in the Boones Ferry Messenger and encouraged the community to participate.

Councilor Hurst, Parks and Recreation Board and Library Board liaison, had no board and commission reports; however, he invited seniors to attend the upcoming Bucket List party.

Councilor Star, Planning Commission and Wilsonville Community Seniors Inc. liaison, encouraged the public to attend the Academy Awards Film Fest being held at the Library. He noted the next Planning Commission meeting date where they will continue their work session discussions on revisions to the City's sign code.

Councilor Starr talked briefly about the New Partners for Smart Growth conference he and the Mayor attended. Cities from all over the country participated and it was a good lesson in the amount of work, thought, strategy and attention to trend detail to consider when planning a city. To be ready for the future Wilsonville needs to begin planning now for jobs and housing.

CONSENT AGENDA

Mr. Kohlhoff read the titles of the consent agenda items into the record.

A. **Resolution No. 2345**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Approving The Bid Process; Accepting The Proposal Which Will Best Serve The Interest Of The City; And Awarding A Contract To Water Truck Services, Inc., For The Project Known As Street Sweeping Services.

B. **Resolution No. 2346**

A Resolution Of The City Of Wilsonville Acting As The Local Contract Review Board Approving The Bid Process; Accepting The Lowest Responsible Bid; Awarding A Construction Contract To Kerr Contractors, Inc., The Lowest Responsible Bidder; And Verifying Fund Availability For The Project Titled Or141: SW Pioneer Ct. – SB I-5 Ramps Commonly Referred To As 95th At Boones Ferry Rd Intersection Improvements.

C. Minutes of the January 19, 2012 Council meeting.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Motion: Council President Núñez moved to approve the Consent Agenda. Councilor Hurst seconded the motion.

Vote: Motion carried 4-0.

CITY MANAGER'S BUSINESS

Mr. Cosgrove stated the city received six proposals for the economic development strategy work, and interviewed the top three with Councilor Hurst participating in the interview process. The interview team reached a consensus to move forward with EcoNorthwest. He thought the topic of "branding" raised during the interviews was something the City needed to address.

Councilor Hurst offered to meet individually with the other Councilors to share his insights.

Mr. Cosgrove reminded Councilors about their annual retreat scheduled for Friday and Saturday, February 10 and 11.

Regarding the city-wide survey, Mr. Cosgrove anticipated providing Councilors a draft of the survey by February 23.

LEGAL BUSINESS – there was no report.

ADJOURN

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

Vote: Motion carried 4-0.

The Council meeting adjourned at 7:40 p.m.

Respectfully submitted,

Sandra C. King, MMC, City Recorder

ATTEST:

TIM KNAPP, MAYOR

CITY COUNCIL MEETING AGENDA ITEM SUMMARY

Resolution No. 2347

Awarding Professional Services Agreement To Hart Crowser, Inc. To Be The Project Manager And Geotechnical Engineer For The Boeckman Road Reconstruction Project. CIP 4177, Engineering Project file 2011-11-001

Meeting Date: February 23, 2012
Report Date: February 14, 2012
Source of Item: Engineering

Contact: Steve Adams
Contact Telephone Number: 503-570-1566
Contact E-Mail: adams@ci.wilsonville.or.us

ISSUE STATEMENT:

Award of Professional Services Agreement to Hart Crowser, Inc. to be the Project Manager and Geotechnical Engineer for the Boeckman Road Reconstruction project.

APPLICABLE REVIEW CRITERIA:

City of Wilsonville Purchasing Procedures Manual, Revised August 2011
Personal Services Section

Oregon Revised Statutes

PROJECT LOCATION: Boeckman Road, between Kinsman Rd. and 110th Ave.

SUMMARY:

Boeckman Road Extension project, CIP #4048, was designed by HDR Engineering, Inc., 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.

STAFF RECOMMENDATION:

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.

FINDINGS AND CONCLUSIONS:

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 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 Statutes

- **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.

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

WHEREAS, the City of Wilsonville 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 known as the Boeckman Road Extension Project; and

WHEREAS, pursuant to Resolution No. 2323, adopted September 21, 2011, a settlement of claims was authorized in the above-referenced case; and

WHEREAS, in conjunction with the lawsuit and settlement, Tim Blackwood was qualified and hired by the City, through the City Attorney offices, and qualified as the City's main expert on the geotechnical and design solutions to provide the technical solutions to the subsiding roadway and the costs for the solution; and

WHEREAS, Mr. Blackwood 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; and

WHEREAS, Mr. Blackwood has merged his firm with Hart Crowser and is prepared to have Hart Crowser enter into a new design and personal service contract, with Mr. Blackwood being the principal representative and personal service provider; and

WHEREAS, the awarding of the contract to Hart Crowser by and through its principal, Mr. Tim Blackwood, will result in substantial savings to the City because his earlier work will not have to be duplicated and it does not unfairly affect competition, as this is a unique set of circumstances not likely to be duplicated in that a previous contract was awarded in a circumstance of litigation with particular project circumstances and technical solution; and

WHEREAS, since the Boeckman Road Extension Project was not completed in good condition as originally contracted, it is necessary to provide a design solution to repair and complete the project; and

WHEREAS, the conditions for direct contracting for continuing consultant services are met under ORS 279C.155 and the City's public contracting rules.

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

1. The above recitals are incorporated by reference as if fully set forth herein as findings and conclusions.
2. The City Manager is authorized to enter into a contract with Hart Crowser by and through its principal, Mr. Tim Blackwood, a copy of which is marked as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
3. Funds for this contract are provided from the settlement funds of \$980,000 recited and received under Resolution No. 2323.
4. This resolution becomes effective upon the date of adoption.

ADOPTED by the City Council of the City of Wilsonville at a special meeting thereof this ____ day of February 2012, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Núñez

Councilor Hurst

Councilor Goddard

Councilor Starr

Attachments:

Exhibit A – Geotechnical and Design Consultant Contract

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made and entered into on this ____ day of February, 2012 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and Hart Crowser, Inc. (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical competence, and Consultant is prepared to provide such services as the City does hereinafter require.

AGREEMENT:

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

A. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder ("Services") are completed and accepted, unless earlier terminated in accordance herewith. Consultant shall diligently pursue the work according to the assumptions and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein. Notwithstanding the foregoing, except in the event of an extension of time, agreed to in writing by the City, all Services must be completed no later than **September 30, 2013**.

B. Consultant's Services

- B.1 Consultant will perform the Scope of Services, more particularly described on **Exhibit A**, for the **Boeckman Road Reconstruction** project ("Project").
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the Project shall bear the signature, stamp, or initials of Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions covering plans given by Consultant's Project Manager need not be put in writing, unless requested by the City, and may be relied upon by the City.
- B.3 Consultant will not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties beyond Consultant's reasonable control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time of completion shall be extended accordingly. Lack of labor, supplies,

materials, or the high cost of any of the foregoing shall not be deemed a Force Majeure event.

- B.4 The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.
- B.5 Consultant shall maintain confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement. The City will identify information it deems confidential and subject to the protections set forth above.

C. City's Responsibilities

- C.1 The scope of the City's responsibilities, including those of the City's Project Manager, are set forth in the Scope of Services. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.
- C.2 The City hereby certifies that sufficient funds are available and authorized for expenditure to finance the compensation amount set forth in **Section D** of this Agreement.

D. Compensation

- D.1 Except as otherwise set forth in this **Section D**, the City agrees to pay Consultant a not to exceed price of **Three Hundred Thirty-four Thousand Three Hundred Sixty-nine dollars (\$334,369.00)** for performance of the Services provided hereunder ("Compensation Amount"). Compensation in excess of the Compensation Amount will require written agreement by the City and Consultant.
- D.2 During the course of Consultant's performance, if the City or its Project Manager specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection D.1** above requires a written Change Order, executed in compliance with the provisions of **Section R**.
- D.3 Unless expressly set forth on Consultant's Rate Schedule in **Exhibit B** as a reimbursable expense item that is not included in the fixed Compensation Amount of **Subsection D.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection D.2**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection D.1**.
- D.4 Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized bill is received by the City within thirty (30) days, unless the City disputes such bill. In that instance, the undisputed portion of the bill will be paid. The City will set forth its reasons for the disputed claim amount and

make good faith efforts to resolve the bill dispute with Consultant as promptly as is reasonably possible.

D.5 The City will be responsible for payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically otherwise covered by **Exhibit A**.

D.6 Consultant's Compensation Amount, per its Rate Schedule set forth in **Exhibit B**, is all inclusive and includes, but is not limited to, salaries or wages plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and similar contributions and benefits.

E. City's Project Manager

The City's Project Manager is Steve Adams. The City shall give Consultant prompt written notice of any redesignation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is Tim Blackwood. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such redesignation. Consultant's Project Manager shall not be redesignated without the consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which shall be promptly furnished.

G. Project Information

Consultant agrees to share all Project information and to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the authorization of the City's Project Manager.

H. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the Project or any portion thereof, any nonconformance with the federal, state or local law, rule or regulation, or has any objection to any decision or order made by the City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

I. Consultant Is Independent Contractor

- I.1 Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under **Section D** of this Agreement.

Consultant will be responsible to solely determine the manner and means of accomplishing the end result of Consultant's Services, and the City does not have the right to control or interfere with the manner or method of accomplishing said results. The City, however, will have the right to specify and control the results of Consultant's work.

- I.2 The City understands and agrees that Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s) or in any way assign its responsibility under this Agreement without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all work performed under subcontract to Consultant, as approved by the City under this subsection, Consultant shall only charge compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in **Exhibit B**, unless documented and approved in writing by modification to Consultant's Rate Schedule, per **Section R** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

- I.3 Consultant shall be responsible for, and defend, indemnify and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise specifically agreed to in writing by the City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this **Section I** and meet the same insurance requirements of Consultant under this Agreement.

- I.4 Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims becomes due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials, or services and charge the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

- I.5 Consultant must comply with all wage and hour laws.

- I.6 Consultant shall make all required workers compensation and medical care payments, on time, as they come due.

- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries,

benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's compensation is based.

- I.8 No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the grounds of sex, gender, race, color, creed, marital status, age, disability, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of Consultant's performance of this Agreement, and shall hold the City harmless and indemnify the City from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared or submitted by Consultant shall not be considered a negligent act, error, omission or willful misconduct on the part of the City and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to and reimburse the City for any and all costs and damages suffered by the City resulting from Consultant's failure to adhere to the standards of performance and care described in **Subsection J.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. Except as provided above, the City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit, or claim resulting from the City's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from the City's failure to perform its responsibilities as set forth in this Agreement, as governed by ORS Chapter 30. The provisions of this Section shall survive termination of this Agreement.

J.2 Consultant's Standard of Care and Insurance Requirements.

- J.2.1 Standard of Care: In the performance of professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland Metropolitan Area. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

J.2.2 Insurance Requirements: Consultant shall maintain insurance acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder.

The policy or policies of insurance maintained by Consultant shall provide at least the following limits and coverages:

a. *Commercial General Liability Insurance*

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement. The following minimum insurance amounts will be carried:

<i>Coverage</i>	<i>Limit</i>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

b. *Professional Errors and Omissions Coverage*

Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement.

c. *Business Automobile Liability Insurance*

If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

d. *Workers' Compensation Insurance*

Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employees that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

e. Insurance Carrier Rating

Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

f. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice.

g. Additional Insured Endorsements

The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an Additional Insured Endorsement.

- J.2.3 The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect through any warranty period.

K. Early Termination

- K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
- K.1.1 By mutual written consent of the parties;
 - K.1.2 By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and
 - K.1.3 By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.
- K.2 If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have at both law and equity for breach of contract, Consultant shall be liable for all costs and damages incurred by

the City in procuring such similar service, and this Agreement shall be in full force to the extent not terminated.

- K.3 If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.
- K.4 Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section O**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

L. Suspension of Work

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

M. Subcontractors and Assignments

- M.1 Unless expressly authorized in **Exhibit A** or **Section I** of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City. Work may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such services will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.
- M.2 The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

N. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

O. Property of the City

- A. Originals or certified copies of the original shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Consultant may keep copies of work performed but shall not use the work for any other purpose except, upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Consultant will not be liable to the City for any claim arising out of the City's re-use of the work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement for purposes other than this Project.
- B. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

P. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapter 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Q. Adherence to Law

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform work described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

R. Modification/Change Orders

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section D** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement,

Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Consultant's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Price. The Change Order must be signed and dated by both Consultant and the City before the Change Order may be implemented.

S. Notices

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

To City: Steve Adams, Interim City Engineer
City of Wilsonville
29799 SW Town Center Loop E.
Wilsonville, OR 97070

To Consultant: Tim Blackwood, Principal Geotechnical Engineer
Hart Crowser, Inc.
8910 SW Gemini Drive
Beaverton, OR 97008

T. Integration

This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

U. Miscellaneous / General

U.1 Time of the Essence

The parties agree that time is of the essence of this Agreement.

U.2 Attorney Fees

In the event any suit, action, arbitration, or other proceeding, of any nature whatsoever, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in

addition to all other amounts provided by law. This provision shall also cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

U.3 Nonwaiver

Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

U.4 Severability

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

U.5 Entire Agreement

This Agreement, including all documents attached to this Agreement and all documents incorporated by reference herein, represents the entire agreement between the parties.

U.6 Authority

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

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties, by their signatures below, enter into this Agreement this ____ day of February, 2012.

CONSULTANT

CITY OF WILSONVILLE

Hart Crowser, Inc.
(Name of Firm)

By: _____

By: *Michael Bailey*
(Print Name) MICHAEL BAILEY

(Print Name) _____

As Its: CEO

As Its: _____

Employer I.D. No. 91-0918895

APPROVED AS TO FORM
this ____ day of February, 2012.

ATTESTED TO:

City Attorney
City of Wilsonville, Oregon

Sandra C. King, MMC, City Recorder
Date: _____

ATTACHMENTS

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
BILLING RATE SCHEDULE**

ATTACHMENTS

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
BILLING RATE SCHEDULE**

"EXHIBIT A

APPENDIX A SCOPE OF WORK BEOECKMAN ROAD RECONSTRUCTION

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APPENDIX A

SCOPE OF WORK BEOECKMAN ROAD RECONSTRUCTION WILSONVILLE, OREGON

PROJECT UNDERSTANDING

The Boeckman Road extension was constructed in 2006/2007 from the vicinity of Boberg Road to the connection at Tooze Road across the Sealy Ditch and Coffee Creek. 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. Additional significant settlement is anticipated. The City of Wilsonville (City) contracted with Pacific Geotechnical and now Hart Crowser, Inc. (through acquisition of Pacific Geotechnical) to evaluate the cause of the settlement. That work was completed and the City has contracted with Hart Crowser for geotechnical design and construction management services for a pre-load program through the City's purchase order # 003970, dated October 20, 2011. Hart Crowser has completed a draft report and drawings for the pre-load and presented them to the City.

The City has asked that Hart Crowser prime the roadway reconstruction design and construction phase services for the project. The reconstruction area will include a portion of Boeckman Road from approximately 200 feet west of the bridge to approximately 450 feet east of the bridge, not including the bridge. The additional services to be provided will include coordination of the geotechnical design and civil design drawings for the pre-load drawings along with full civil design, survey and traffic management documents for reconstruction. The design generally includes restoring the roadway to its original design, restoring wildlife crossings and storm drains, evaluating specific structural components of the bridge, and coordinating temporary and permanent utilities through the area. Construction phase services for the pre-load are included in this Scope of Work (SOW) and in the existing purchase order. Construction phase services for the reconstruction phase of the work are included in this SOW.

The design team will include Hart Crowser, Inc. for geotechnical and project management, OTAK, Inc., for civil and structural engineering, Mackay and Sposito for survey services, and DKS for traffic management. Our detailed SOW is provided below.

APPENDIX A

KEY ISSUES

The following key issues will be addressed in the design of the Boeckman Road Reconstruction:

Geotechnical

- Finalize plans for pre-loading the project area, and coordinate the geotechnical design with the necessary civil, survey and traffic components of the work.
- Pre-load design shall not violate the conditions of the existing environmental permits.
- Duration of pre-load will be determined by settlement readings and geotechnical analysis. Duration may need to be extended based on amount and rate of actual settlement.

Engineering

- Develop plans for relocating or protecting existing features during the pre-load phase.
- Analyze impacts of pre-load to existing bridge abutment and amphibian wall to maintain integrity of existing bridge and walls during pre-load and reconstruction.
- Coordinate with private utility companies to determine location and condition of existing infrastructure, relocation or protection requirements to maintain service during pre-load and reconstruction, and requirements during reconstruction.
- Develop modifications to bridge approach slab and railing.
- Develop plans for modifying or reconstructing existing critter crossings, box culverts, and storm infrastructure.
- Develop plans for reconstructing Boeckman Road to the original alignment and grade.
- Identify needed temporary construction easements.

APPENDIX A

Traffic

- Develop detour plans for traffic during the closure of Boeckman Road.
- Develop plans for replacing existing illumination within the reconstruction area.

Environmental

Coordinate with permit agencies to identify conditions of existing permits and allowable construction activities and impacts to stay within the requirements of the existing permits.

Public Involvement

- Support City Staff in preparing for and attending City Council work sessions to update the Council on project progress and impacts.

GENERAL ASSUMPTIONS

1. This contract is based on 18 months of services as defined in the SOW and project schedule. It is anticipated that some months will have no activity due to waiting time for surcharge settlement, mobilization of equipment, etc. Work beyond the project schedule, or delays in performing services, are not included in this contract.
2. One construction bid package to be prepared covering both the Pre-load phase and Reconstruction phase.
3. The Consultant will support the City with graphics and project information for presentation to City Council at scheduled workshops through the duration of the project. City to provide at least 10 working days notice prior to deadlines for providing information to Council.
4. Client coordination meetings will be at City of Wilsonville offices, unless otherwise identified.
5. Consultant design team coordination meetings will be at OTAK's Lake Oswego office, unless otherwise identified.
6. Fees for permits are not included.

APPENDIX A

7. The bridge over Coffee Creek will not be impacted by the reconstruction of Boeckman Road. The approach slabs and railing connections may need to be modified to meet the new roadway grades.
8. There is no Federal or State funding or involvement associated with this project.
9. Project activities will be completed within the limits of the existing environmental permits. Obtaining new permits is not included in this scope of work.
10. Graphics-based deliverables—Unless otherwise specified, Consultant shall develop survey maps, design plans, and other drawings using the AutoCAD 2010 platform, and provide deliverables in an electronic format fully compatible with Agency's current version (in place at time of NTP) and in PDF format.
11. Non-graphics-based deliverables—Consultant shall prepare and submit electronic deliverables in format compatible with Microsoft Windows XP based platforms running Microsoft Office 2007 software including MS Word, MS Excel, MS PowerPoint, and MS Project (2003). The City may designate an FTP site for submittal of electronic deliverables.
12. The City of Wilsonville to provide electronic files (AutoCAD format) of as-built plans of previous construction project.

PROJECT TASKS

Task 1 – Project Management and Coordination

The Consultant will provide continuous project management throughout the duration of the project. The major objective of this task is to oversee schedules and budgets and establish lines of communication between the City, agencies, stakeholders, and the Consultants. This includes the work necessary to guide and direct overall processes and team members. It includes managing production efforts, administering the contract, monitoring progress, and directing quality control (QC) activities. For the purposes of this SOW, it is assumed the duration of this design phase from Notice to Proceed (NTP) to project closeout will be up to 18 months.

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1.1 Project Coordination

Consultant will schedule and coordinate the work of the design team within this SOW and will maintain liaison and coordination with the City Project Manager. Consultant's Project Manager (CPM) shall communicate with City regarding the status of work being performed and to discuss issues or concerns that may impact the project. The CPM shall monitor the project budget and expenditures. The CPM shall review and maintain the project schedule and discuss any anticipated changes with the City. The CPM will be the primary point of contact for the design team.

Consultant will provide leadership, direction, and control of the team's production efforts. Consultant will provide day-to-day administration of the project contract, including scheduling, monitoring, controlling, and reporting progress on project activities including:

- Program, coordinate, and supervise team's project work.
- Direct team with regard to execution of overall project activities.
- Maintain liaison and coordination with City staff.
- Monitor project budget.
- Prepare, maintain, and update the project schedule. This includes:
 - One baseline schedule
 - Two schedule updates: approximately every 6 months
- Coordinate with all subconsultants and review all work products to assure quality and timeliness of all deliverables.

Assumptions:

- Project duration for this SOW is assumed to be up to 18 months.
- The project schedule will be updated up to two times during the total project development process.

Deliverables:

- Baseline Microsoft Project 2003 project schedule (one printed copy).
- Up to two updated schedules of the Microsoft Project 2003 baseline schedule.

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1.2 Project Meetings

Consultant will prepare for, facilitate, and attend meetings as identified below in coordination with the City Project Manager. Consultant shall prepare meeting agendas and draft meeting notes for each meeting, which shall include draft action items and record of any decisions from the meetings. Consultant shall provide the final summary notes to City for incorporating comments from meeting attendees.

Task 1.2.1 – Kick-Off Meeting

Consultant shall prepare for, facilitate, and attend one (1) Project Kick-Off meeting shortly after NTP.

Assumptions:

- The kick-off meeting will be held at the City's office in Wilsonville.

Task 1.2.2 – City Meetings

Consultant shall prepare for, facilitate, and attend up to six (6) meetings with City staff during design development.

Assumptions:

- City Meetings will be at the City of Wilsonville offices.

Task 1.2.3 – Consultant Team Meeting

Consultant shall prepare and conduct up to six (6) team meetings with appropriate members of the consultant team to coordinate project elements and maintain the project schedule. Meetings will be held on an 'as-needed' basis throughout the course of project design.

Assumptions:

- Consultant team meetings will be held at the OTAK office in Lake Oswego.

Task 1.2.4 – Submittal Review Meetings (30%, 90%, and Final PS&E)

The Consultant will attend up to three (3) submittal review meetings with the City PM to review comments and modifications requested by the City and other agencies. Each review meeting will be attended two weeks after each submittal.

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The 30% submittal meeting will be a review meeting to discuss anticipated procedures for placing the pre-load, impact to utilities, compliance with environmental permits and infrastructure to be replaced. There will not be a formal plan submittal at the 30% design level.

Assumptions:

- Submittal Review Meetings will be at the City of Wilsonville offices. The City will provide a meeting room.
- The City will provide a conformed set of review comments for the 90% and 100% plans (provided by City staff and other review agencies). Conflicting comments between reviews will be resolved by the City prior to the review meetings.

Deliverables:

- Meeting agendas and meeting summaries for each meeting.
- Draft and final summary notes in electronic format (PDF and Word).

1.3 City Council Work Sessions

Consultant will prepare for and participate in up to two (2) work sessions/briefings with City of Wilsonville City Council (WCC), or alternative body deemed appropriate by the City PM.

Assumptions:

- Presentation materials will consist of up to four (4) 24x36 display boards. PowerPoint slides of the graphics will be provided.
- The City will schedule and facilitate the meetings.

Deliverables:

- Preparation for and attendance at up to two (2) WCC work sessions.
- Presentation materials as described above.

1.4 Monthly Invoices and Progress Reports

Consultant shall prepare monthly billing invoices. The monthly billing invoices will include a project status report that summarizes the activities completed that month and compares the budget with the actual amount spent to date.

Assumptions:

- Project duration for this SOW is assumed to be up to 18 months.

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Deliverables:

- Monthly invoices and progress reports as needed (18 maximum).

Task 2 – Survey and Mapping

2.1 Data Collection

Prior to performing any field work, Consultant will review existing project files for available data pertaining to existing horizontal and vertical control, survey and deed records, easements, as-built drawings and data, and existing utility information. For areas within the revised alignment where this data has not been obtained, Consultant will research and acquire the additional documents and information. Using the “One-Call” utility locating service, all utilities with systems in the project area will be requested to mark their underground facilities.

Deliverables:

- “One-Call” utility locating service notice

2.2 Project Control

A project control network was established around the perimeter of the project area in 2006. Permanent control monuments will be recovered and used during multiple phases of the project, including construction, post-construction as-builts and right-of-way monumentation. Any densification of the project control required to complete work tasks will be constrained to the 2006 network and the observations will be incorporated into a least squares adjustment. Adjusted observations will meet criteria for chi-square test at the 95% confidence level. Horizontal control is based upon the Oregon Coordinate System of 1983, North Zone. Vertical control is based upon the North American Vertical Datum of 1988.

Deliverables:

- Coordinates and descriptions of control points.
- Files for network points in electronic format
- Field notes

2.3 Topographic Survey and Design Base Mapping

The existing features at the tie-in points at each end of the reconstructed section will be surveyed for a distance of 100 feet beyond the tie-in point to provide adequate information for a smooth connection. The consultant will mark the right of way centerline and right-of-way limits for use by the geotechnical field

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work at the start of the project. Consultant will develop the survey design base map and include all existing features within the project area including site improvements, roadways, overhead and underground utilities, culverts, critter crossings, stormwater planters, grade breaks, trees, flagged wetland boundaries, and any other features which may be impacted by the reconstruction. The Digital Terrain Model (DTM) for additional mapped areas shall be merged to the design base DTM and its accuracy verified using independently measured confidence points.

Assumptions:

Mapping will be provided in AutoCAD 2010 format.

Deliverables:

- Mark the right of way centerline, stationing and r/w limits for geotechnical work at beginning of project.
- Base mapping (topography and terrain data)
- Utility maps gathered from utility companies
- Survey field notes
- DTM

2.4 Right-of-Way Mapping

Right of Way and property lines will be established using the survey from the original roadway design utilizing the same control point. No additional field work or research will be completed. The linework for the previously established right of way and property lines will be merged into the topographic survey to complete the base map.

Assumptions:

- The legal descriptions and easements developed for the initial construction of Boeckman Road will be utilized to obtain renewed easements for the project. No additional work for legal descriptions or easements is included in this scope

Deliverables:

- Right-of-Way base map

2.5 Project Control and Right-of-Way and Surveys

A Project Control and Right-of-Way and Monument Recovery Survey (pre-construction survey) will be prepared and filed with the Clackamas County

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Surveyor. The survey will show and describe all project control and recovered monumentation, conforming to the requirements of ORS 209.150 and 209.155. Additionally, those monuments searched for but not recovered will be identified. A Project Control and Right-of-Way Boundary and Centerline Monumentation Survey (post-construction survey) will be prepared and filed with the Clackamas County Surveyor. The survey will show and describe all project control and the points which define the new right-of-way boundary and centerline as described in ORS 209.155. These right-of-way points will be referenced with City approved survey monuments.

Deliverables:

- Project Control and Right-of-Way and Monument Recovery Survey (Pre-Construction ROS)
- Project Control and Right-of-Way Boundary and Centerline Monumentation Survey (Post Construction ROS)

2.6 Settlement Monitoring

Consultant will monitor settlement along the project area during the pre-load phase and prepare weekly reports of measured settlement. Consultant will provide survey data for not more than 10 monitoring points. Readings will be taken three times per week for the first week, one time per week for the remainder of the first month, then two times per month for the second month, and one time per month for the remaining 6 months for a total of 8 months of monitoring. Settlement readings will be presented in spreadsheet format with incremental and total settlement presented for each point.

Deliverables:

- Settlement data with weekly updates in Excel format
- Report showing the settlement data signed by a Professional Land Surveyor (PLS)

Task 3 – Environmental Services

Task 3.1 Agency Coordination and Meeting

A meeting will be arranged with City of Wilsonville in order to identify conditions of existing permits and acceptable project construction impacts within the existing permit approvals (i.e., Section 404/Removal-Fill and Endangered Species Act). This meeting will also seek to identify the possibility of competing requirements of agency permits and seek a path to resolving any such conflicts.

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Assumptions:

- Consultant will make every effort to arrange the meeting to include all parties at one time. If an agency is unable to attend a meeting, the Consultant will make follow-up contacts to identify specific conditions of the corresponding permit.
- This meeting will establish the allowable project footprint for the pre-load phase and reconstruction phase.

Deliverables:

- Draft and final meeting minutes summarizing environmental permit conditions and allowable construction activities under each permit. (one electronic file)

Task 3.2 Animal Crossing Impacts Coordination

- A meeting will be arranged with USACE, and DSL to determine if settlement induced by pre-loading will result in unacceptable impacts to the existing critter crossings. Parameters for critter crossing design will be discussed and potential measures to rehabilitate or reconstruct the existing critter crossings after the pre-load phase.

Task 4 – Utility Coordination

Consultant shall perform utility coordination and reporting in accordance with the process outlined below.

4.1 Utility Coordination Kick-off Meeting

The Consultant shall provide project materials and facilitate a kick-off meeting with utility companies having facilities within the project limits. The meeting will cover an introduction of the project team, general overview and intent of the project, a draft schedule of design and construction schedule, general design information pertinent to the project, protocol for communication and distribution of project materials, and general discussion of issues and concerns related to utility coordination.

Assumptions:

- Meeting will be held at City of Wilsonville's office. City will provide a conference room.
- Meeting is limited to 2 hours.

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- Utility companies will provide as-built drawings of their systems to the Consultant in a timely manner.
- Meeting minutes will be delivered to the City within 7 working days of the meeting.
- Distribution of meeting minutes will be done after City approval.

Deliverables:

- Project contact list
- Meeting minutes

4.2 Utility Data Collection

If private utility providers plan to leave their facilities within the reconstructed area throughout construction, the private utilities will be required to pothole the location of their utilities after the pre-load phase has been completed. The consultant will develop an initial potholing plan to identify the location of potential conflicts between public and private utilities for use by each private utility.

The Consultant will field tie the utility pothole locations.

Consultant shall document the pothole information in the project base mapping and provide this information to all utility companies for the purpose of resolving utility conflicts. A summary of the utility pothole data will be tabulated in a spreadsheet.

Assumptions:

- Utilities will provide as-built drawings and supplemental data of their systems to the Consultant in a timely manner.
- Work outlined above will be based on as-built information and field locates provided by the utility companies.

Deliverables:

- Project base map showing pothole information
- Field ties of utility pothole locations.

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4.3 Utility Notification and Coordination

Consultant shall notify all utilities within the project area through the Oregon Utility Notification Center (811 or 1-800-332-2344).

Consultant will provide plans to the utility providers during the Project development at 90%, and Final PS&E levels of completion.

Consultant shall review utility system as-builts to compare to actual field survey.

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities during the pre-load phase and identifying an acceptable location for installation during road reconstruction.

Consultant shall, for each utility required to relocate during the pre-load phase, issue a letter (Notice of Utility Conflict) to the utility informing them of the need to relocate/adjust the utility facility.

Consultant shall, prior to the advance (90 percent) design, coordinate one 2-hour meeting with the utility agencies to discuss the status and resolution of utility relocation and the schedule for relocation.

Consultant shall, prior to the submittal of the final PS&E materials, coordinate one 2-hour meetings with the utility to discuss the status and resolution of utility relocation, unresolved issues, and proposed draft construction schedule.

Consultant shall review and provide written approval of each utility's relocation plan.

Consultant shall provide utilities that are relocating facilities with a formal "Relocation Time Requirements" letter, with a copy provided to City of Wilsonville construction project manager.

Assumptions:

- The City will analyze and coordinate for utility reimbursements with respect to existing physical locations and existing right-of-way/easements.
- The City will develop the overall Timing and Status Report for utility relocation and will coordinate any required reimbursement of cost directly with the Utility providers.

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- Meetings will be held at the City's office. The City will provide conference rooms for the meeting.
- Meetings are limited to 2 hours.

Deliverables:

Consultant shall provide:

- Notice of Utility Conflict to each utility with apparent utility conflicts.
- Copy of Notice of Utility Conflict letters to the City.
- Letters of approval of each utility's relocation plan and "Relocation Time Requirements" letters to each utility agency.
- Copy of letters of approval of each utility's relocation plan and "Relocation Time Requirements" letters to the City construction project manager.
- Meeting summaries for three coordination meetings.

Task 5 – Geotechnical Investigation and Report

Included in current PO # 003970

Task 6 – Storm Drainage Analysis

This task is limited to replacing the existing stormwater infrastructure impacted by the pre-load and induced settlement of the existing roadway. Existing culverts, critter crossings and stormwater conveyance system will be left in place during the pre-load process. Catch basins will be covered to prevent granular fill from entering the existing system.

Assumptions:

- The existing storm sewer will be replaced in the same configuration as the current design.
- Culverts will be replaced to the same size and grade as currently in place.

Existing catch basins, culverts, storm piping and other infrastructure may be salvaged for reinstallation at the design location and elevation after the pre-load phase.

- It may be possible to leave the large box culvert critter crossings in place and extend the walls vertically to accommodate the reconstructed roadway. This option will be investigated further in the design process.

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- The existing critter wall will be left in place during the pre-load and reconstruction process.
- No further stormwater design documentation will be required.

The Consultant will conduct the one site visit needed for proposed storm drain design. Consultant shall perform a preliminary review of stormwater elements that will be impacted by the pre-load and induced settlement.

Deliverables:

- Memorandum for Stormwater Impacts and Replacement Methodology (one printed copy, one electronic PDF file).

Task 7 – Traffic Engineering

7.1 Signage and Striping Design

Consultant shall prepare 90% and 100% designs for signing/striping for the Boeckman Road reconstruction that will match the existing signing in place. Existing signs will be removed and reused to the maximum practical extent.

Deliverables:

- 90% signing/striping design plans (three plan sheets and three detail sheets) and construction cost estimate and special provisions
- 100% (final PS&E) signing/striping design (three plan sheets and three detail sheets) and construction cost estimate and special provisions

7.2 Illumination Design

Consultant shall prepare 90% and 100% designs for roadway lighting for the Boeckman Road reconstruction. The location of the existing street lights will be replicated in the reconstruction. Illumination design will consist of identifying the required conduit and wire sizing to support the lighting system.

Special provisions for conduit and wiring will be provided at the 90% and 100% submittals. A total of three plan sheets plus two detail sheets will be provided. All roadway lighting design will meet applicable ODOT and Clackamas County standards.

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Deliverables:

- 90% illumination design (two plan sheets and two detail sheets) and construction cost estimates and special provisions
- 100% (final PS&E) illumination design (two plan sheets and two detail sheets) and construction cost estimates and special provisions

7.3 Traffic Control Plans

Traffic control plans will be limited to road closure and detour plans for closing the subject section of Boeckman Road. It is anticipated that through traffic will be prohibited between 95th Avenue and 110th Avenue.

The detour route will be discussed with the City at the 30% design meeting and will be shown in the 90% Plans. The City owns four portable, changeable message signs that may be used in conjunction with the detour plan.

Deliverables:

- 90% traffic control during construction plans (four plan sheets) and construction cost estimate and special provisions
- 100% (final PS&E) traffic control during construction plans (four plan sheets) and construction cost estimate and special provisions

Task 8 – Conceptual Design (30% Design)

Roadway

Based on the geotechnical design for the roadway pre-load, the consultant will develop a project approach for addressing the reconstruction of Boeckman Road after the pre-load phase. Conceptual design will include:

- Proposed approach to removing existing improvements, protecting those left in place and which features will be reconstructed.
- Project risks to be addressed
- Coordination Issues
- Proposed Schedule

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Structures

As part of the pre-load, induced settlement, and reconstruction process the consultant will investigate potential impacts to the existing bridge, impact panels, critter wall and box culverts.

- Investigate potential impact of down drag forces on the existing bridge pile foundations. Develop recommendations for mitigating potential impacts.
- Investigate impacts to bridge structure, abutment, and wing walls due to pre-load and reconstruction. Coordinate with geotechnical design to develop recommendations for mitigating impacts including the potential use of light weight fill material next to the bridge.
- Investigate potential for vertically extending large box culverts to accommodate reconstructed road grades.

Design Standards

- American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications
- Oregon Department of Transportation (ODOT) Bridge Engineering, Bridge Design & Drafting Manual
- Oregon Department of Transportation (ODOT) Geo-Environmental Manual, Chapter 13; Retaining Structures
- Oregon Standard Drawings, 2008
- Oregon Standard Specifications for Construction, 2008
- AASHTO 2004 Green Book (A Policy on Geometric Design of Highways and Streets)
- City of Wilsonville Roadway Standards

Deliverables:

- Structural Impacts Evaluation memo.

Assumptions:

- Horizontal alignment and lane configurations for the reconstructed roadway will match the previous design plans.

Deliverables:

- Consultant shall provide Concept Level roll map showing proposed design at a 1"=40' scale unless noted otherwise.

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8.1 30% Design Package

Consultant shall complete and assemble the following 30% design documents:

- Preliminary Pre-Load Plan showing project limits
- Structures Impacts Evaluation Memo developed in Task 8.
- Draft Geotechnical Report described in Task 5
- Preliminary Easement assessment described in Task 9.

Deliverables:

- Consultant meet with shall distribute plan sets, construction cost estimate, and preliminary design reports to the City DTD (one printed copy, one electronic PDF file).

Task 9 – Construction Plans, Specifications, and Estimate

Consultant shall complete a single construction plan set, special provisions, and cost estimate covering both pre-load and reconstruction phases of the project. It is the City's desire to advertise the project for construction bids by June 1, 2012. The Plans, Specifications, and Estimate will be submitted at the 90%, and Final Plan stages. Cost estimates and construction specifications, and construction schedule will be prepared for each plan set as described in this task.

Consultant shall advance the design of the Pre-load and Reconstruction phase consistent with the design criteria, geotechnical design, and structural mitigation identified in the 30% design phase.

Consultant shall submit plan sets, Specifications, and construction cost estimate to City.

Note: City will coordinate plan reviews and return consolidated comments to Consultant for resolution.

9.1 90% Plans, Specifications, and Estimate

Consultant shall advance the design of the 90% Plans, Specifications and Estimate consistent with the design criteria agreed upon during the 30% Concept Design. Consultant shall develop the sheets for this task as close as possible to the sheet descriptions provided below. The plans shall be complete

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to a level needed to describe construction with details to convey general project intent. Some structural details may be omitted as specific design element may still be under development.

90% Plans, on 11" x 17" sheets, shall include:

- Title sheet and index - not to scale - one (1) sheets.
- Typical sections - not to scale - up to two sheets.
- Details - not to scale - up to two sheets.
- Pre-load Site Preparation and Utility protection plan sheets - 1"=40' - up to two sheets.
- Erosion and Sediment Control Plans - 1" = 40' - up to two sheets.
- Geotechnical data sheet - not to scale - one sheet.
- Grading Surcharge / Monitoring Plan - up to two sheets
- Structural Plans for Surcharge Load and details - 1" = 20' - up to two sheets.
- Traffic control/detour plans - 1" = 100' - up to three sheets.
- Reconstruction Site Preparation and Utility relocation plan sheets - 1"=40' - up to two sheets
- General construction plans and profile sheets - 1" = 40' - up to four sheets.
- Structural Design Plans and details - 1" = 20' - up to four sheets.
- Landscaping plans and details - 1" = 40' - up to two sheets.
- Illumination Plans and details - 1"=40' - up to two sheets
- Signing and Striping Plans and details - 1" = 40' - up to two sheets.

Note: The estimated total number of plan sheets for this Project is 33

Consultant shall develop the Engineer's Estimate based on 90% Construction Plans.

Deliverables:

- 90% Plans - two printed copies and one electronic file.
- Draft Special Provisions, one printed copy and one electronic file
- 90% Construction Cost Estimate two printed copies and one electronic file.

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9.2 100% Plans Specifications and Estimate (PS&E)

After receiving City of Wilsonville comments on the 90% submittal, the Consultant shall advance the 90% plan set to a PS&E level of completeness.

Consultant shall make modifications to the plans and specifications to address 90% Plan review comments received from the City. Consultant's appropriate Design Professionals shall stamp and sign plan sheets and specifications. The Final Plans must include all plan elements required for the construction bid package.

Consultant shall produce the final documents in a "camera ready" format for printing (prior to submittal, Consultant shall confirm gray shaded areas on plans are dark enough for image duplication). Pay item identified on the project plans must have a corresponding specification that states the method of measurement and payment for that pay item.

Consultant shall prepare the final bid schedule.

Assumptions:

- Printing and distribution of the bid documents will be completed by the City.

Deliverables:

- 11" x 17" Final Plans - two printed copies and one electronic PDF file
- Special Provisions in Microsoft Word format (for inclusion in City prepared Project Specifications - one printed copy and one electronic file.
- Construction Cost estimate - two printed copies one electronic file.
- Construction Schedule - two printed copies one electronic file.

Task 10 – Bid Assistance

10.1 Bid Assistance

The CPM shall serve as the point of contact for questions regarding the bid documents and the bid process. Consultant shall assure that all responses are consistent. Consultant shall record all questions and responses in writing and at the end of each day and deliver the resulting written document to the City. The City will disseminate this information to bidders.

Consultant shall perform these services within City's procurement policies and procedures, administrative rules, and statutes.

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Consultant shall, during the bidding process beginning at advertisement, manage communications with Contractors and suppliers in a manner that assures that no Contractor or supplier is provided with information not in the bidding documents that could provide a bidding advantage or disadvantage.

Consultant shall prepare a written log to document conversations and questions asked by Contractors and/or suppliers and the answers provided to them.

Consultant shall prepare a summary of the communications at the close of the bidding period.

Consultant shall provide bid addendum to address minor construction document clarifications that arise during the bidding process.

Consultant shall prepare up to two addenda within City procurement policies and procedures, administrative rules and statutes.

Assumptions:

- The City will prepare bid tabulations

Deliverables:

- Written daily communications
- Written log of conversations questions and answers.
- Up to two bid addenda (City will issue and distribute all addenda).

Task 11 – Construction Support

11.1 Pre- Construction Conference

Consultant will attend the pre-construction conference to answer questions from the contractor and provide input regarding design and construction questions. The pre-construction conference will be scheduled and led by the City.

11.2 Shop Drawing and Submittal Review

Consultant will review construction shop drawings and working drawings submitted either electronically or in paper form by the City. The Consultant will log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the City. The Consultant will maintain one record copy of each submittal and return two copies of marked up shop drawings to the City. If the submittal is made electronically, one PDF copy of the reviewed submittal will be returned to the

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City for distribution. The construction contract number will be included on all shop drawing reviews.

It is anticipated that the following submittals will be reviewed during the course of construction: Drainage structures (manholes and inlets) shop drawings, structural elements, including amphibian wall repair and bridge abutment and impact slab repair/modifications, illumination system, and landscaping / irrigation submittals. (Assumes up to 20 submittals under this task)

Deliverables:

Review of submittals and shop drawings (paper or PDF)

11.3 Consultation During Construction

Consultant will provide consultation and technical services regarding design issues raised during construction of the Project. The Consultant shall provide written responses to Requests for Information (RFI's) to the City. The design consultation will occur only as required and may be ongoing throughout the Project.

Upon request by the City during construction, the Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the Engineer of Record on all matters involving design changes.

Deliverable:

- Written documentation to Consultant of responses to Consultant inquiries within 2 business days of inquiry, unless other delivery date is agreed to by Consultant. (Assumes up to 10 RFI's under this task)

11.4 Design Modifications (Contingency Task)

If Consultant or City determines that design modifications may be necessary, Consultant shall discuss potential changes with Engineer of Record prior to verbally agreeing on changes with City or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the City, the Consultant will work with the Engineer of Record to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order

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documents (CCO, Extra Work Order or State Force Order) to make them a part of the construction contract. Change Orders may include, but are not limited to, modification to the plans, specifications, and contract time.

Deliverables:

- Design details, prepared and/or approved by the Engineer of Record, for appropriate changes to Project design, submitted to Consultant at date agreed to when work was requested.
- Draft Contract Change Order documents with supporting documents (cost estimate and justification) submitted to Consultant at date agreed to when work was requested.

Task 12 – Construction Staking

Consultant will work with the selected contractor and will meet a maximum of a two (2) day time period to have a construction staking field crew at the project site. Staking will include placing stakes at a pre-defined interval as requested by the contractor for the pre-load and a maximum of ten (10) monitoring points. Hubs and Stakes will be established at a pre-defined interval as requested by the contractor for a maximum of 800 linear feet of curb, sidewalk, and amphibian wall and subgrade (blue tops) along with eight (8) storm culverts or critter crossings, twelve (12) drainage structures, and six (6) light posts.

Deliverables:

- Cut sheets will provided to contractor and the City of Wilsonville Engineering Staff
- Survey field notes

Task 13 – As-Built/Record Drawings

All site improvements will be located to develop an as-built base map which will include all the roadways, curb, sidewalk overhead and underground utilities, culverts, critter crossings, stormwater drainage structures and any other features which may have been constructed. This will also incorporate the existing right of way or any dedicated right of way and design information that cannot be field verified.

Deliverables:

- As-built drawings printed on mylar drawing film developed to the City of Wilsonville's standards
- Survey field notes

Appendix A

Boeckman Road Reconstruction

Fee Estimate

Hart Crowser

Project # 1590047

Boeckman Road Reconstruction

<i>Firm</i>	<i>Description</i>	Total Hours	Labor \$	Direct Exp \$	Total	Design	Const. Support
HC	Geotechnical/Lead	507	\$58,650	\$4,000	\$62,650	\$48,370	\$14,280
OTAK	Civil/Structural	1298	\$138,634	\$2,000	\$140,634	\$100,806	\$39,828
DKS	Traffic	157	\$14,115	\$100	\$14,215	\$14,215	
M&S	Survey	710	\$91,368	\$800	\$92,168	\$55,610	\$36,558
	Mark up on Subs	10%	\$24,412	\$290	\$24,702	\$17,063	\$7,639
TOTAL		2,672	\$327,179	\$7,190	\$334,369	\$236,064	\$98,305

EXHIBIT B

Appendix A

Boeckman Road Reconstruction

Fee Estimate

Hart Crowser

Project # 1590047

Task	Description	PIC	PM/Egr II	Egr I	Staff II	Staff I	Tech II	Tech I	CAD	Project Admin Asst	Total Hours	Total Budget by Task
1	Project Management and Coordination											
	Project Management and Coordination	24	24							6	54	\$6,900
	Project Meetings (17)	44	24							17	85	\$10,350
	City Council Work Sessions (2)	8								4	12	\$1,360
	Monthly Status Reports and Invoices	12	24							12	48	\$5,460
3	Environmental Services											
	Agency Coordination Meeting (1)	4								2	6	\$680
	Construction Stormwater Permit (1200-c)										0	\$0
	Animal Crossing Impacts Coordination										0	\$0
4	Utility Coordination											
	Utility Kick Off Meeting	4								2	6	\$680
	Utility Data Collection										0	\$0
	Utility Notification and Coordination										0	\$0
5	Geotechnical Investigation and Report											
	In current PO										0	\$0
8	Conceptual Design (30%)											
	30% Design Package	8	8						8	4	28	\$3,000
9	Construction Plans, Specifications, and Estimate (PS&E)											
	90% PS&E	10	8	16		12			8	4	58	\$6,350
	100 % PS&E	10	8	16		12			8	4	58	\$6,350
	QA / QC										0	\$0
10	Bid and Award Support Services											
	Questions During Bidding	8	16								24	\$3,240
11	Construction Support											
	Pre-Construction Conference	4	4							4	12	\$1,300
	Shop Drawings and Submittal Review	8	8	8						8	32	\$3,560
	Consultation During Construction	4	16		8					4	32	\$3,700
	Design Modifications (Contingency)	4	16		8					4	32	\$3,700
12	Construction Staking										0	\$0
13	As-Built / Record Drawings	4	8							8	20	\$2,020
	<i>Total Hours</i>	156	164	40	16	24	0	0	24	83	507	
	<i>Billing Rate</i>	\$145.00	\$130.00	\$120.00	\$105.00	\$95.00	\$80.00	\$70.00	\$75.00	\$50.00		
	<i>Total Labor Cost</i>	\$22,620	\$21,320	\$4,800	\$1,680	\$2,280	\$0	\$0	\$1,800	\$4,150		\$58,650
	<i>Direct Expenses</i>											\$4,000
	Project Total											\$62,650

Appendix A

Boeckman Road Reconstruction

Fee Estimate

Otak, Inc.

Boeckman Road Reconstruction

Task	Description	Sr. PIC	CE VII	CE V	Engr Designer I	Engr Tech III	CE II	LS Arch IV	LS Tech I	Project Admin Asst	Contract Admin	Total Hours	Total Budget by Task
1	Project Management and Coordination												
	Project Management and Coordination	16	24	8						4	4	56	\$7,956
	Project Meetings (17)	8	48	24	10		24	4		4		122	\$14,462
	City Council Work Sessions (2)	8	16				8			4		36	\$4,736
	Monthly Status Reports and Invoices	8	20							14	4	46	\$5,560
2	Surveying and Mapping												
	Data Collection		2		8							10	\$822
	Project Control											0	\$0
	Topographic Survey and Design Base Mapping											0	\$0
	Right of Way Mapping											0	\$0
	Right of Way Surveys											0	\$0
	Legal Descriptions for Easements		2		4							6	\$546
	Settlement Monitoring											0	\$0
3	Environmental Services												
	Agency Coordination Meeting		8				4					12	\$1,440
	Animal Crossing Impacts Coordination	2	4		2							8	\$1,074
4	Utility Coordination												
	Utility Coordination Kick Off Meeting	2	6		8					2		18	\$1,894
	Utility Data Collection				4							4	\$276
	Utility Notification and Coordination	2	12		20					2		36	\$3,532
5	Geotechnical Investigation and Report												
	Geotechnical Coordination	2	4		16							22	\$2,040
6	Storm Drainage Analysis		4				32			4		40	\$3,692
7	Traffic Engineering												
7.1	Signage and Striping Design		2		2							4	\$408
7.2	Illumination Design		2		2							4	\$408
7.3	Traffic Control Plans		2		2							4	\$408
8	Conceptual Design (30%)												
	30% Design Package	4	16	40	32	16		4		4		116	\$11,812
9	Construction Plans, Specifications, and Estimate (PS&E)												
	90% PS&E	4	16	50	60	28	8		16			182	\$16,854
	100 % PS&E	4	16	30	40	12	6		8			116	\$11,218
	QA / QC		24					4				28	\$3,660
10	Bid and Award Support Services												
	Questions During Bidding		16	16	16			8				56	\$6,008
11	Construction Support												

Appendix A

Boeckman Road Reconstruction

<i>Task</i>	<i>Description</i>	Sr. PIC	CE VII	CE V	Engr Designer I	Engr Tech III	CE II	LS Arch IV	LS Tech I	Project Admin Asst	Contract Admin	<i>Total Hours</i>	<i>Total Budget by Task</i>
	Pre-Construction Conference		4	4								8	\$1,016
	Shop Drawings and Submittal Review		24	40	40			8				112	\$11,600
	Consultation During Construction	8	32	32	24			4				100	\$11,788
	Design Modifications (Contingency)	6	24	24	24							78	\$8,940
12	Construction Staking											0	\$0
13	As-Built / Record Drawings	2	8	8	24	32						74	\$6,484
	<i>Total Hours</i>	76	336	276	338	88	82	32	24	38	8	1298	
	<i>Billing Rate</i>	\$198.00	\$135.00	\$119.00	\$69.00	\$75.00	\$90.00	\$105.00	\$62.00	\$68.00	\$81.00		
	<i>Total Labor Cost</i>	\$15,048	\$45,360	\$32,844	\$23,322	\$6,600	\$7,380	\$3,360	\$1,488	\$2,584	\$648		\$138,634
	<i>Direct Expenses</i>												\$2,000
	Project Total												\$140,634

Appendix A

Boeckman Road Reconstruction - Traffic

Fee Estimate

DKS Associates

Boeckman Road Reconstruction

<i>Task</i>	<i>Description</i>	Project Manager	Project Engineer	Principal in Charge	Tech	<i>Total Hours</i>	<i>Total Budget by Task</i>
7	Traffic Engineering						
7.1	Signage and Striping Design	4	22	1	12	39	\$3,460
7.2	Illumination Design	6	34	1	16	57	\$5,040
7.3	Traffic Control Plans	5	30	1	15	51	\$4,495
7.4	Meetings	6	4			10	\$1,120
11	Bid and Award Support Services						
	Questions During Bidding						
	<i>Total Hours</i>	21	90	3	43	157	
	<i>Billing Rate</i>	\$130.00	\$85.00	\$170.00	\$75.00		
	<i>Total Labor Cost</i>	\$2,730	\$7,650	\$510	\$3,225		\$14,115
	<i>Direct Expenses</i>						\$100
	Project Total						\$14,215

Appendix A

Boeckman Road Reconstruction - Survey

Fee Estimate

MacKay & Sposito

Boeckman Road Reconstruction

Task	Description	Project Manager	Land Surveyor III	Land Surveyor II	Land Surveyor I	Survey Technician	2-Person Survey Crew	3-Person Survey Crew	Admin Assistant (Clerical)	Total Hours	Filing Fees	Total Budget by Task
2	Surveying and Mapping											
	Data Collection			4	8	8				20		\$1,652
	Project Control		2		8	4	4			18		\$1,826
	Topographic Survey and Design Base Mapping	4	5		25	40	45		4	123		\$13,510
	Right of Way Mapping				4					4		\$340
	Right of Way Surveys	8	16	80			32			136	2	\$15,408
	Settlement Monitoring	8	6	48			98		4	164		\$22,074
12	Construction Staking	6	6			35		88		135		\$22,544
13	As-Built / Record Drawings	4	6			60		40		110		\$14,014
		30	41	132	45	147	179	128	8	710		
		\$126.00	\$105.00	\$95.00	\$85.00	\$74.00	\$160.00	\$211.00	\$49.00			
	<i>Total Labor Cost</i>	<i>\$3,780</i>	<i>\$4,305</i>	<i>\$12,540</i>	<i>\$3,825</i>	<i>\$10,878</i>	<i>\$28,640</i>	<i>\$27,008</i>	<i>\$392</i>			\$91,368
	<i>Direct Expenses</i>										\$400	\$800
	Project Total											\$92,168

**WILSONVILLE PLANNING DIVISION
STAFF REPORT**

HEARING DATE: February 23, 2012

DATE OF REPORT: February 14, 2012

APPLICATION NO: CIP 4177, Engineering Project file 2011-11-001

REQUEST: Awarding of Professional Services Agreement to Hart Crowser, Inc. to be the Project Manager and Geotechnical Engineer for the Boeckman Road Reconstruction project

APPLICANT: City of Wilsonville

STAFF REVIEWER: Steve Adams, Interim City Engineer

APPLICABLE REVIEW CRITERIA:

City of Wilsonville Purchasing Procedures Manual, Revised August 2011
Personal Services Section

Oregon Revised Statutes

PROJECT LOCATION: Boeckman Road, between Kinsman Rd. and 110th Ave.

SUMMARY:

Boeckman Road Extension project, CIP #4048, was designed by HDR Engineering, Inc., 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, Tim Blackwood, with Pacific Geotechnical, was qualified and hired by the City, through the City Attorney offices, 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. Pursuant to Resolution No. 2323, adopted September 21, 2011, a settlement of claims was authorized.

The City contracted with Pacific Geotechnical (now Hart Crowser, Inc. through acquisition of Pacific Geotechnical) to evaluate the cause of the settlement. That work was completed and soils analysis indicates significant additional settlement is anticipated. The City has contracted with Hart Crowser for geotechnical design and construction management services for a pre-load program through the City's purchase order # 003970, dated October 20, 2011. Hart Crowser has completed a draft report and drawings for the pre-load and presented them to the City.

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

STAFF RECOMMENDATION:

As a continuation of the services provided by Tim Blackwood, the City needs to proceed forward with roadway reconstruction design and construction phase services for this project. As such the City recommends that Hart Crowser, Inc. be named the prime consultant, project manager and geotechnical engineer to lead the redesign and re-construction of Boeckman Road and awarded 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.

FINDINGS AND CONCLUSIONS:

Under the City's Purchasing Procedures Manual, Revised August 2011, allowances are made hiring by the City Manager, or Designee:

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 City Attorney offices, 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 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 Statutes

- **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.

CITY COUNCIL - INFORMATION ITEM

Stormwater Master Plan – Continuation of Public Hearing

Meeting Date: February 23, 2012
Report Date: February 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 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

increasing habitat for wildlife, implementing projects with cost efficiency, and combining projects in the CIP with other projects (such as transportation projects). Projects were identified based on model results, City identified problem areas, and locations with good potential for water quality improvements and natural resource enhancements. These and other benefits were used for the prioritization of the list of projects in the CIP. Efforts were made to develop projects and choose locations that provided multiple benefits. The use of Low Impact Development practices is one method that meets multiple objectives for the City, including stormwater flow control, surface water quality enhancement, landscaping, and groundwater recharge, and provides for an integrated method of achieving the City's stormwater management goals.

PROJECT SELECTION AND PRIORITIZATION FOR THE CAPITAL IMPROVEMENT PROGRAM

Based on recommended projects, the CIP was developed to meet the goals and objectives identified by the City for this Master Plan. Recommended projects include detention, pipe upgrades and improvements, outfall rehabilitation, flood control, stream and wetland restoration, and Low Impact Development projects.

The projects in the CIP are sorted into three categories to meet the City's current and future needs: short-term, mid-term, and long-term. Short-term projects are scheduled to be implemented within 5 years; mid-term projects in 5 to 10 years, and long-term projects in 10 to 20 years. One additional category of unfunded projects has been included. These projects were identified to be a low priority and require additional information and study prior to incorporation into the funded CIP.

The prioritization process involved evaluating each project against significance criteria identified by the City to determine the importance and urgency of each project. A numerical value from 0 to 5, or 0 to 10 for selected benefits, was established for each project, based on the value of the benefit; the short-term projects are those with the highest total numerical value. Prioritization criteria fall into the following four categories:

- Site Issues
- Compliance
- Cost Efficiency
- Other (Livability)

Estimated total costs for all projects within the sets of short-, mid-, and long-term priority categories as well as unfunded projects are as follows:

Short-term projects:	\$2,771,697
Mid-term projects:	\$10,129,961
Long-term projects:	\$10,087,602
Subtotal:	\$22,989,260
Unfunded projects:	<u>\$12,832,9268,245,926</u>
Total:	<u>\$ 35,822,18631,235,186</u>

Executive Summary

Project ID	Location	Land Acquisition Required? (Yes or No)	Total Cost Estimate ¹	Annual Maintenance Cost Estimate
CLC-6	Coffee Lake Creek South Tributary Wetland Enlargement	Yes	\$ 490,286	\$ 2,900
CLC-7	Coffee Lake Creek South Tributary Stream Restoration	Yes	\$ 496,114	\$ 2,900
SD4021 & SD4022	Boberg Road Culvert Replacement	No	\$ 65,393	\$ 2,200
CLC-8	Coffee Lake Creek Restoration	Yes	\$ 486,877	\$ 4,300
ST-7	Boeckman Creek at Boeckman Road Stormwater Study	No	\$ 57,000	NA
SD4025 - SD4028	Boberg Road Pipe Replacement	No	\$ 733,590	\$ 2,200
BC-6	Multiple Detention Pipe Installation – Bridge Creek Apartments	No	\$1,052,432	1,100
Long-Term Projects	Subtotal	-	\$10,087,602	\$29,200
Unfunded Projects				
SD9000-9012	Miley Road in S Charbonneau Pipe Replacement	No	\$ 3,198,175	\$ 3,900
SD9013-9021; 9060	French Prairie Road in NE Charbonneau Pipe Replacement	No	\$ 1,680,563	\$ 2,800
SD9022-9029	Old Farm Road in NE Charbonneau Pipe Replacement	No	\$ 1,015,021	\$ 1,600
SD9030-9037	Edgewater Drive E and French Prairie Road in NE Charbonneau Pipe Replacement	No	\$ 996,254	\$ 1,700
SD9039; 9044; 9047; 9051	Boones Bend Road in NW Charbonneau Pipe Replacement	No	\$ 855,395	\$ 1,600
LID4	SW Costa Circle Vegetated Swale and Stormwater Curb Extension	No	\$ 70,817	\$ 6,300
LID5	Wood Middle School Parking Lot Green Street	No	\$ 203,148	NA
LID6	Boones Ferry Primary School Parking Lot Green Gutters and Pervious Paving	No	\$ 130,945	NA
LID8	SW French Prairie Green Street	No	\$ 4,687,000	\$ 150,000
WD-1	Montgomery Way Culvert Replacement	No	\$ 44,354	\$ 600
WD-2	Rose Lane Culvert Replacement	No	\$ 51,254	\$ 1,100
Unfunded Projects	Subtotal	-	\$12,832,9268 245,926	\$160,60019,6 00
All CIP Projects	Total CIPs	-	\$35,822,1863 1,235,186	\$306,300155, 300



8.1.3 Low Impact Development Projects

The most effective treatment of stormwater for both quantity and water quality is to manage the water on site, as described in detail in Chapter 1. Low Impact Development techniques are an effective means of addressing stormwater on site. **Eight-Seven** Low Impact Development projects were identified for this Stormwater Master Plan. Brief descriptions of projects are provided in this Section. Additional details are located in Appendix F.



Chapter 8
Recommended Projects

Project ID	Location	Land Acquisition Required? (Yes or No)	Total Cost Estimate ¹	Annual Maintenance Cost Estimate
LID5	Wood Middle School Parking Lot Green Street	No	\$ 203,148	NA
LID6	Boones Ferry Primary School Parking Lot Green Gutters and Pervious Paving	No	\$ 130,945	NA
LID7	SW Wilsonville Road Stormwater Planters	No	\$ 362,794	\$ 6,700
LID8	SW French Prairie Green Street	No	\$ 4,587,000	\$ 150,000
Low Impact Development Projects	Subtotal	-	\$ 6,379,640¹ 92,610	\$ 226,500¹ 76,500
Studies				
ST-1	Study to analyze area north of Elligsen Rd/East of I-5	No	\$ 57,000	NA
ST-2	Advance Road School Site Study	No	\$ 57,000	NA
ST-3	Survey of Open Channel Conveyance	No	\$ 57,000	NA
ST-4	Master Plan and Model Update	No	\$ 342,000	NA
ST-5	Low Impact Development Design Standards and Implementation Guide	No	\$ 57,000	NA
ST-6	Charbonneau Infrastructure Replacement Study	No	\$ 142,500	NA
ST-7	Boeckman Creek at Boeckman Road Stormwater Study	No	\$ 57,000	NA
ST-8	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gauges	No	\$ 45,486	NA
ST-9	Purchase InfoSWMM Model	No	\$ 18,240	NA
Study Projects	Subtotal	-	\$ 833,226	NA
Future Projects				
FP	Future Project Development and Implementation	No	\$570,000	N/A
Future Projects	Subtotal	-	\$570,000	N/A
All CIP Projects	Total CIP Projects	-	\$ 35,822,186¹ 235,186	\$ 305,300¹ 155,300

Chapter 9
 Prioritized Capital Improvement Program

Project ID	Location	Ranking of Benefits										Total Points
		Site Issues		Compliance			Cost Efficiency			Other		
		Current Problem - Flooding or Facility Failure (0-10)	Future Flood Control (0-10)	Water Quality (0-5)	Temperature - TMDL (0-5)	Habitat - Title 13 (0-5)	Combined with other project (0-5)	Potential Cost for Facility Failure (0-10)	Land Ownership (0-5)	Maintenance (0-5)	Liveability (0-5)	
LID7	SW Wilsonville Rd. - Stormwater Planter	5	0	5	5	5	4	0	5	1	5	35
LID8	SW French Prairie Green Street	2	2	2	4	4	2	0	2	2	3	17

9.2 PRIORITIZED PROJECTS IN CAPITAL IMPROVEMENT PROGRAM

CIP projects were prioritized based on the scores shown in Table 9-1. Short-term projects scored 39 and above. Mid-term projects received scores between 38 and 25. Long-term projects received scores between 24 and 19. The remaining projects are considered unfunded projects. Table 9-2 provides the prioritized project list.

Estimated total costs for all projects within the sets of short-, mid-, and long-term CIP projects as well as unfunded projects are as follows:

Short-term projects: \$2,771,697
 Mid-term projects: \$10,129,961
 Long-term projects: \$10,087,602
 Unfunded projects: ~~\$8,245,926~~ ~~12,832,926~~
 Total \$31,235,186 ~~35,822,186~~

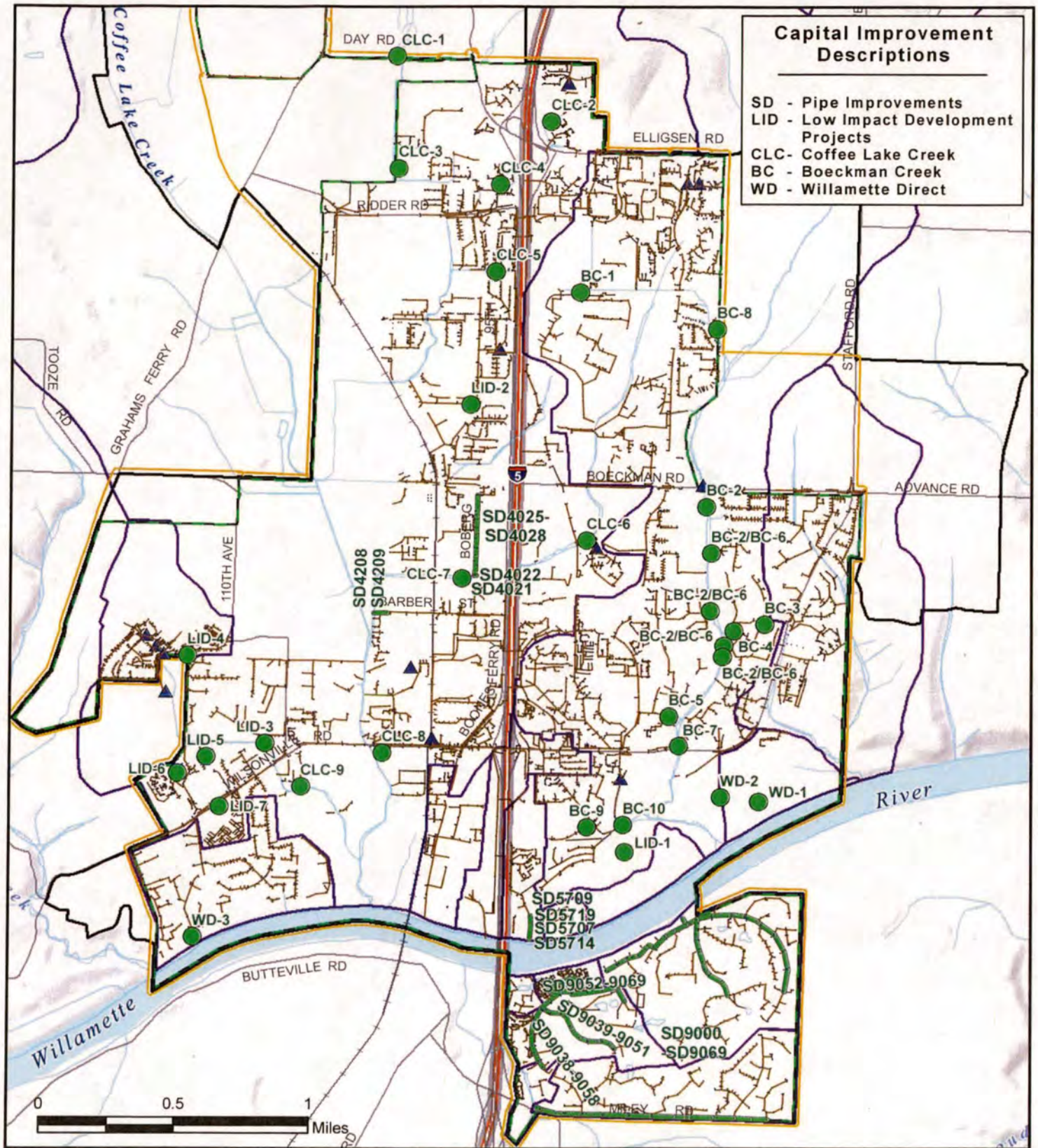
**Table 9-2
 Prioritized CIP Projects**

Project ID	Location	Land Acquisition Required? (Yes or No)	Total Cost Estimate ¹	Annual Maintenance Cost Estimate
Short-Term Projects – Implementation in 0 to 5 Years				
WD-3	Rivergreen Repair Project	No	\$ 285,000	\$ 2,200
BC-7	Boeckman Creek Realignment	No	\$ 577,296	\$ 2,200
ST-5	Low Impact Development Design Standards and Implementation Guide	No	\$ 57,000	NA
ST-8	Install Two Permanent Stormwater Flow Monitoring Stations and Two Rain Gauges	No	\$ 45,486	NA
ST-9	Purchase InfoSWMM Model	No	\$ 18,240	NA
ST-6	Charbonneau Infrastructure Replacement Study	No	\$ 142,500	NA
BC-4	Gesellschaft Water Well Channel Restoration	No	\$ 135,774	\$ 1,800
LID1	Memorial Park Parking Lot Vegetated Swales (3)	No	\$ 203,148	\$ 6,500
BC-8	Canyon Creek Estates Pipe Removal	No	\$ 129,504	\$ 1,500
SD4208 & SD4209	Barber Street Pipe Replacement	No	\$ 213,196	\$ 1,200

¹ Total Cost Includes land acquisition costs and is in 2009 dollars.

Chapter 9
 Prioritized Capital Improvement Program

Project ID	Location	Land Acquisition Required? (Yes or No)	Total Cost Estimate ¹	Annual Maintenance Cost Estimate
LID5	Wood Middle School Parking Lot Green Street	No	\$ 203,148	NA
LID6	Boones Ferry Primary School Parking Lot Green Gutters and Pervious Paving	No	\$ 130,945	NA
LID8	SW French Prairie Green Street	No	\$ 4,587,000	\$ 150,000
WD-1	Montgomery Way Culvert Replacement	No	\$ 44,354	\$ 600
WD-2	Rose Lane Culvert Replacement	No	\$ 51,254	\$ 1,100
Unfunded Projects	Subtotal	-	\$8,245,926	\$19,600,600
			\$31,235,186	
All CIP Projects	Total CIPs	-	\$31,235,186	\$155,300,300



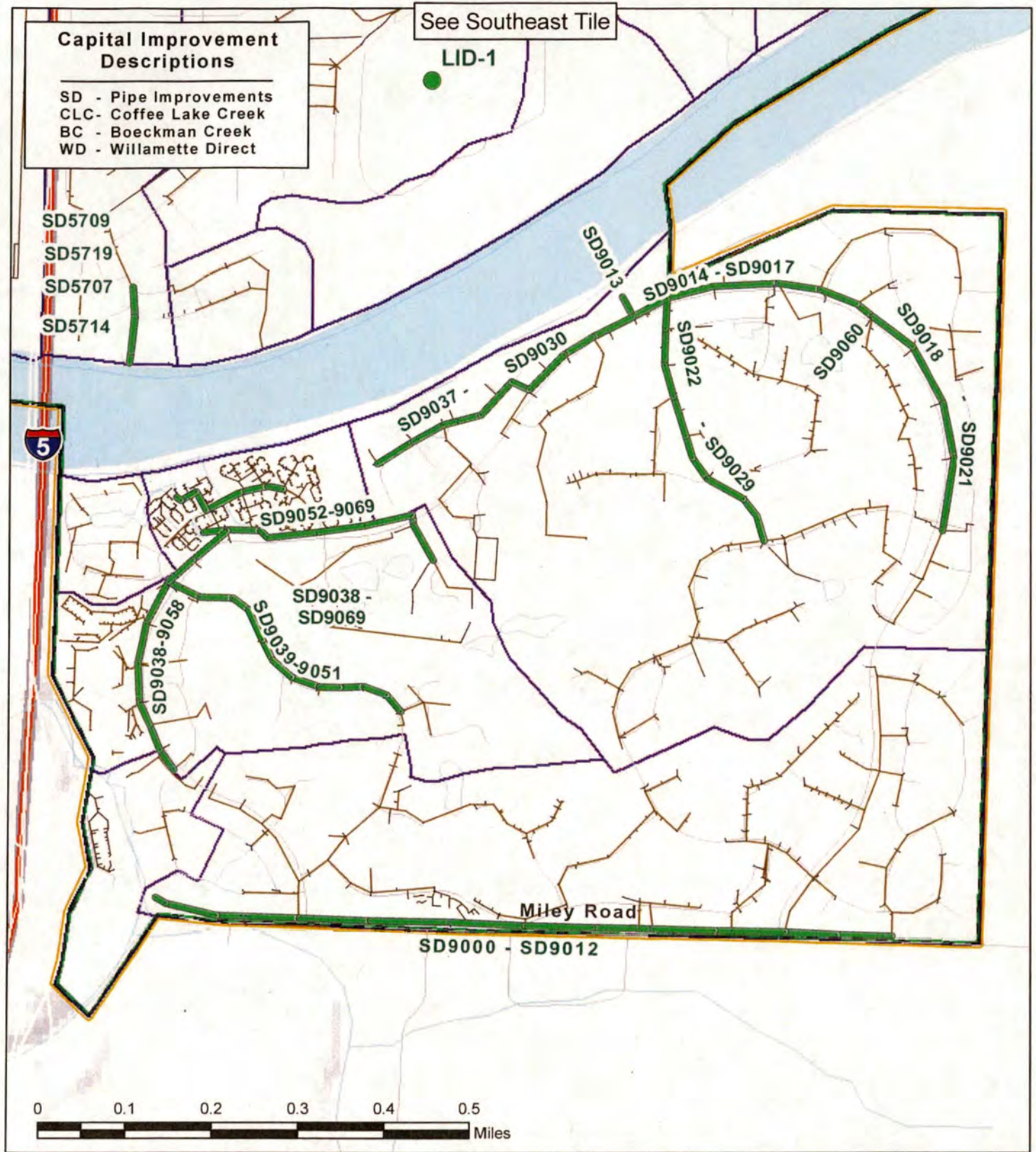
Capital Improvement Descriptions

SD - Pipe Improvements
 LID - Low Impact Development Projects
 CLC- Coffee Lake Creek
 BC - Boeckman Creek
 WD - Willamette Direct

Figure ES-1
Capital Improvement Projects
 City of Wilsonville
 Stormwater Master Plan

- Capital Improvement Locations
- Capital Improvement Conduits
- Stormwater Lines
- Stormwater Structures
- ▲ Detention Ponds
- Study Area
- ~ Streams
- UGB Boundary
- City Limits
- ⊕ Watershed Boundaries

December 2011



**Figure 8-1 Charbonneau
Capital Improvement Projects**
City of Wilsonville
Stormwater Master Plan

December 2011



- Capital Improvement Locations
- Capital Improvement Conduits
- Stormwater Lines
- Stormwater Structures
- ▲ Detention Ponds
- Study Area
- Streams
- UGB Boundary
- City Limits
- Watershed Boundaries

LID8—SW French Prairie Green Street

Project Location: SW French Prairie Road

Existing Conditions: SW French Prairie Road is a long and winding tree-lined street with two travel lanes in each direction that are separated by a landscaped median. In some places, the street has a separated sidewalk, in others, it has no sidewalk. Stormwater is currently collected in a series of catch basins along the existing street curb at the outer edge of the roadway. The street has a relatively low volume of traffic; however, because the street appears wide with two travel lanes for each direction of travel, the City receives citizen complaints of drivers exceeding posted speed limits.

Proposed Solution: Consolidate the roadway to one travel lane in each direction. Convert the extra space into both a stormwater swale and separated bike/pedestrian/golf cart pathway. Stormwater runoff will sheet flow into the new landscaped area. Reducing the street to one travel lane in each direction and introducing the stormwater swale may help reduce speeding.

Project Benefits: Water quality; impervious area reduction; TMDL; flow reduction; volume reduction (depending on infiltration rates).

Potential Constraints: Neighbors may not be receptive to losing a travel lane. There will be increased landscape maintenance. The scope of the project is very large.

Cost Estimate: \$4,587,000



Existing Street Conditions



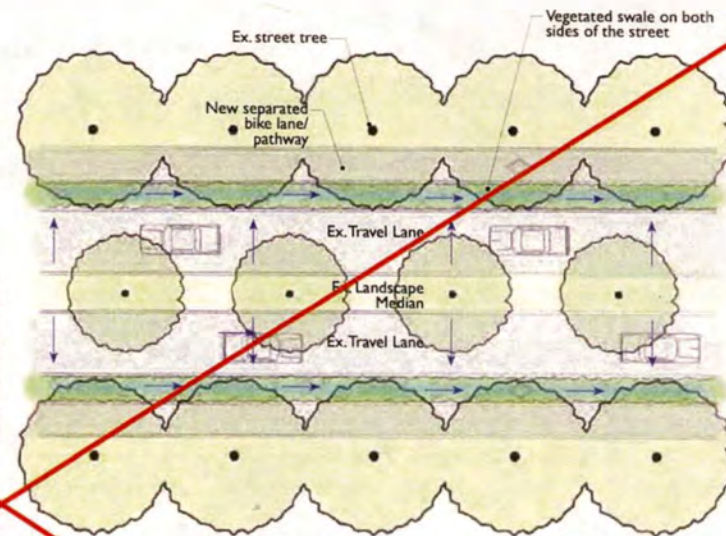
Proposed Retrofit Condition Concept Sketch

Formatted: Font: Arial Narrow, Bold

LID8: SW French Prairie Green Street

[new-ū-non]

Nevue | Ngan Associates



Stormwater Swales with Separated Bike/Pathways

Existing Conditions:

This is long and winding tree-lined street currently that has two travel lanes (in each direction) that are separated by a landscaped median. Depending on the location, the street has a separated sidewalk or no sidewalk at all. Stormwater is currently collected in a series of storm drains along the existing street curb at the outer edge of the roadway. The street is a relatively low-volume street, however because the street appears wide with two travel lanes for each direction of travel, drivers tend to travel over the speed limit.

Proposed Retrofit Opportunity:

Consolidate the outer travel lane in each travel direction and convert the extra space into both a stormwater swale and separated bike/pedestrian pathway. Stormwater runoff will sheet flow into the new landscaped area. Reducing the street to one travel lane in each direction and introducing the stormwater swale may help reduce the frequency of speeding.

Potential Constraints:

Neighbors may not be receptive to losing a travel lane. There will be increased landscape maintenance. The scope of the project is very large.

Stormwater Benefits:

Water quality, impervious area reduction, TMDL, flow reduction, volume reduction (depending on infiltration rates).

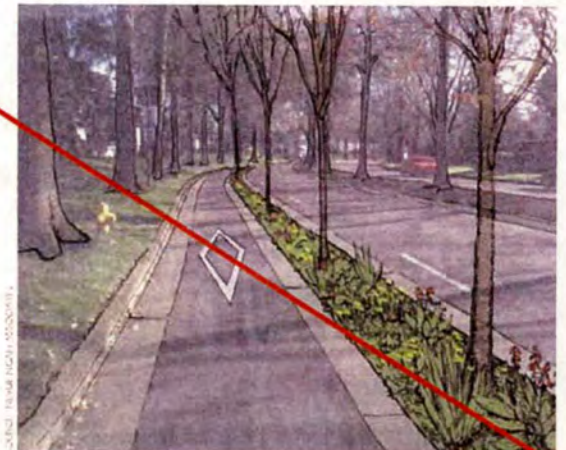
Maintenance:

Remove sediment, debris, and weedy plant species on a regular basis. Replace plant material as needed. Keep curb cuts, inlets, and overflow devices free of clogging.

Estimated Cost: \$4,587,000



Existing Parking Lot Conditions

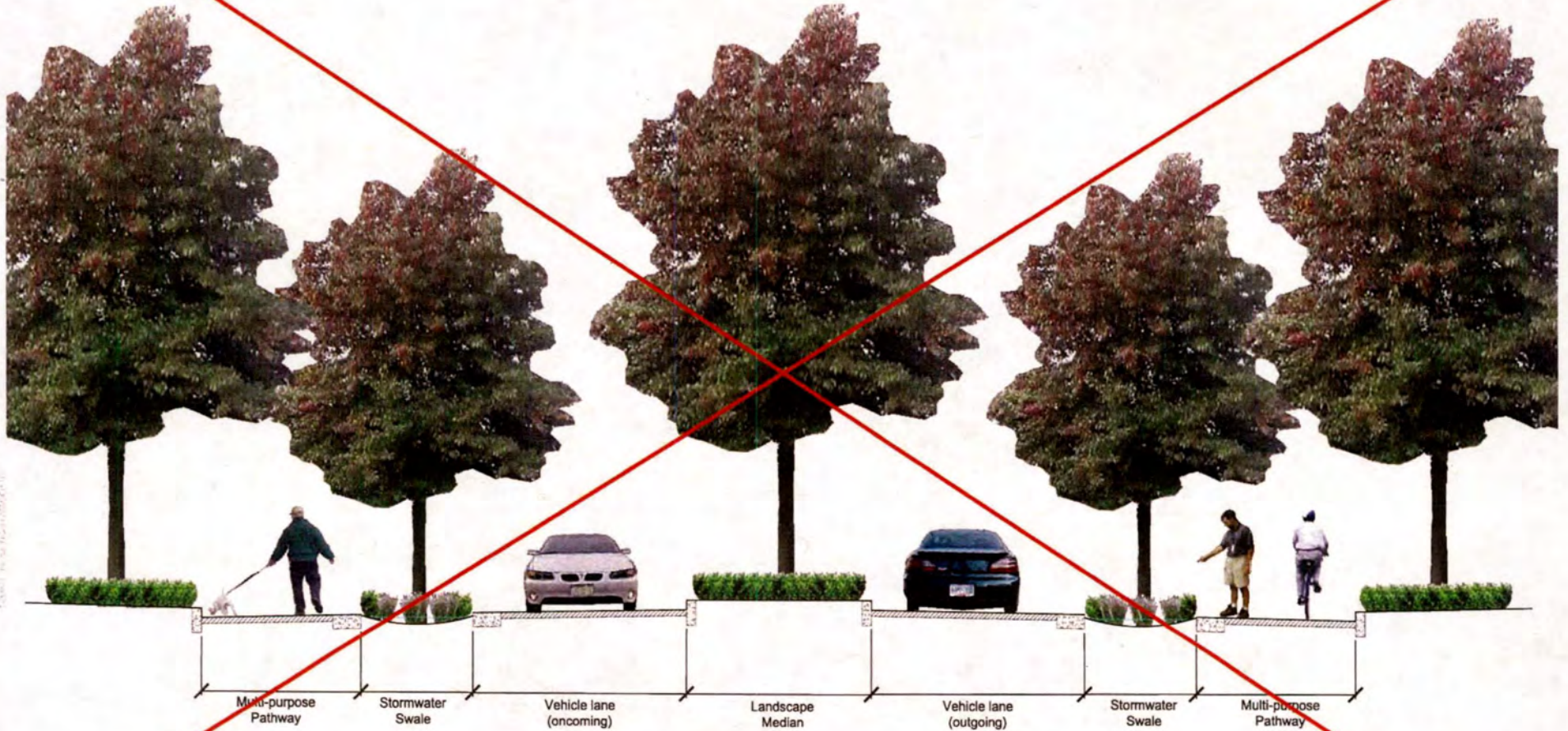


Proposed Retrofit Condition Concept Sketch

LID #8: SW French Prairie Green Street

[nev-0-non]

Nevue | Ngan | Associates



Proposed Retrofit Concept Section

CIP LID8 - SW French Prairie Green Street				
Item	Quantity	Unit	Unit Cost	Total Cost
Mob/Traffic Control/Erosion Control (20%)	1	LS	\$447,076	\$447,076
Site Demo (Remove existing hardscape, excavate subgrade/soil)	1	LS	\$410,580	\$410,580
Site Grading (Soil prep, soil import, fine grading)	1	LS	\$456,200	\$456,200
Hardscape Installation (concrete curbs cuts, curbing, check dams)	1	LS	\$798,350	\$798,350
Landscape Installation (planting and mulch material)	1	LS	\$570,250	\$570,250
Construction Subtotal, 2009				\$2,682,456
Construction Contingencies (30%)				\$804,737
Design, Legal (20%)				\$536,491
Right-of-Way				\$0
Subtotal				\$4,023,684
12% Engineering Overhead			12%	\$482,842
2% Admin Overhead			2%	\$80,474
Total Project Cost Estimate				\$4,587,000

ORDINANCE NO. 700

AN ORDINANCE REPEALING ORDINANCE NO. 515, WHICH AMENDED THE COMPREHENSIVE PLAN BY ADOPTING THE 2001 STORMWATER MASTER PLAN, AND AMENDING THE COMPREHENSIVE PLAN BY ADOPTING A NEW 2011 STORMWATER MASTER PLAN.

WHEREAS, stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground; and

WHEREAS, land development can dramatically alter the hydrologic cycle of a site and ultimately an entire watershed. Prior to development, native vegetation can either directly intercept precipitation or draw that portion that has infiltrated into the ground and return it to the atmosphere through evapotranspiration. Development can remove this beneficial vegetation and replace it with impervious surfaces, reducing the site's evapotranspiration and infiltration rates; and

WHEREAS, impervious surfaces like driveways, parking lots, buildings, streets and compacted ground surfaces prevent stormwater runoff from naturally soaking into the ground, and, therefore, increase the amount of surface water flow; and

WHEREAS, impervious surfaces that are connected to each other through gutters, channels and storm sewers can transport runoff more quickly than natural areas. This shortening of the transport or travel time quickens the rainfall-runoff response of the drainage area, causing flow in downstream waterways to peak faster and higher than natural conditions. These increases can create new and aggravate existing downstream flooding and erosion problems and increase the quantity of sediment in the channel; and

WHEREAS, stormwater runoff can pick up debris, oil, chemicals, sediment, pathogens and other pollutants and flow into a storm sewer system or directly to a stream, river, or wetland. Pollutants in stormwater runoff that flow into municipal storm sewers or receiving waters may impact drinking water sources, recreational waters and aquatic life; and

WHEREAS, natural areas, especially riparian areas adjacent to streams and rivers, help filter out pollutants, control erosion, provide shade, food, and habitat for fish and wildlife; and

WHEREAS, the City of Wilsonville (City) has and will continue to experience land development which has and will increase the amount of stormwater runoff by the increased

amount of impervious surfaces together with the increased amount of human activities that result in the discharge of pollutants; and

WHEREAS, given the variety of ways land development can impose stormwater risks, hazards, damage or injury as outlined above, and the impracticality or the inability of individual occupiers, users, and owners of property to fully meet the greater public necessity, stormwater runoff must be managed as a City-wide system and in a comprehensive manner that protects the public's health, safety, welfare and interests; and

WHEREAS, stormwater must be managed for both flood control and water quality protection. Infiltration-based stormwater management practices are the key to a more comprehensive stormwater management approach. Infiltrating small rains and the first flush of larger storms minimizes the amount of runoff generated and the pollutant loads that are delivered to surface waters; and

WHEREAS, infiltration-based stormwater management mimics the natural groundwater-driven hydrology that existed before impervious surfaces began preventing rainfall from soaking into the land. When rain is absorbed by healthy landscapes, stream flows are maintained by slowly released groundwater discharge rather than polluted surface runoff; and

WHEREAS, Low Impact Development principles and techniques are an effective, integrated approach to stormwater management because they emphasize the mimicking of natural systems through infiltration, vegetative uptake and extensions of flow paths, which provide opportunities for multiple benefits including aesthetics and wildlife habitat; and

WHEREAS, Low Impact Development techniques will not be appropriate in every land development. Potential limitations may include site conditions, such as soils with inadequate infiltration capacity, insufficient space, topography, high groundwater tables, and locations within a floodplain; and

WHEREAS, the federal regulations under the 1972 Water Pollution Control Act 33 U.S.C. § 1251 et seq. (Clean Water Act) and its 1987 amendments mandate that "Phase I" jurisdictions obtain stormwater discharge permits in order to prevent pollution from stormwater and nonpoint sources (nonpoint sources are diffuse or unconfirmed sources of pollution where contaminants can enter into or be conveyed by the movement of water to public waters (ORS Chapter 468B) and the 1987 federal amendments expanded the requirements of the National Pollution Discharge Elimination System (NPDES); and

WHEREAS, the City is a Phase I jurisdiction subject to federal and state regulations regarding stormwater runoff and the Oregon Department of Environmental Quality (DEQ) required Clackamas County cities, including Wilsonville, to join Clackamas County to apply for a NPDES permit collectively. Wilsonville was approved on December 15, 1995 as a stormwater co-permittee with Clackamas County under NPDES permit number 101348; and

WHEREAS, the latest version of the NPDES permit issued on November 9, 2011, requires the City to prioritize the use of Low Impact Development; incorporate site-specific management practices that target natural surface or predevelopment hydrologic functions as much as practicable; and, reduce site specific post-development stormwater runoff volume, duration and rates of discharges to the municipal separate storm sewer system (MS4) to minimize hydrological and water quality impacts from impervious surfaces; and

WHEREAS, the Oregon DEQ set Total Maximum Daily Load (TMDLs) for water bodies located in the Willamette Basin to protect and restore the beneficial uses of the Willamette River. The City, located in the Middle Willamette watershed, submitted a TMDL Implementation Plan to the Oregon DEQ on March 31, 2008. The Implementation Plan, approved by the Oregon DEQ on June 30, 2009, addresses Willamette TMDLs for bacteria, mercury and temperature; and

WHEREAS, the TMDL Implementation Plan identifies activities that the City is currently conducting, or planning to implement, to address the TMDL parameters and minimize their effects on receiving water quality; and

WHEREAS, stormwater runoff can contribute to elevated levels of bacteria in local receiving water bodies; and, Low Impact Development practices that control the volume of stormwater runoff through infiltration have been demonstrated to be effective in reducing the discharge of bacteria; and

WHEREAS, a significant cause of stream temperature warming is a result of increased solar radiation loads on streams due to the removal of riparian vegetation. Because of the known direct connection between riparian forests and stream temperature, DEQ established “shading targets” and “effective shade curves” as surrogate measures for TMDL temperature load allocations; and

WHEREAS, ORS 197.175 requires cities to prepare, adopt and implement Comprehensive Plans consistent with statewide planning goals adopted by the Land and Conservation and Development Commission, and empowers the Metropolitan Service District

(Metro) to recommend or require cities and counties to make necessary changes in any plan to ensure compliance with Metro's goals and objectives; and

WHEREAS, on September 25, 2005 the Metro Council voted to approve a regional Nature in Neighborhoods (Statewide Planning Goal 5) program which became Title 13 of Metro's Urban Growth Management Functional Plan; and

WHEREAS, the purposes of the Title 13 Nature in Neighborhoods program are to (1) conserve, protect, and restore a continuous ecologically viable streamside corridor system, from the streams' headwaters to their confluence with other streams and rivers, and with their floodplains in a manner that is integrated with upland wildlife habitat and with the surrounding urban landscape; and (2) to control and prevent water pollution for the protection of the public health and safety, and to maintain and improve water quality throughout the region; and

WHEREAS, the City adopted Ordinance No. 433 on September 19, 1994 regarding storm drainage and stormwater quality management and imposing a surcharge fee for storm drainage services, which identified City responsibilities for the management of public storm drainage facilities on City-owned property, City right-of-ways and City easements; and required the City to manage stormwater quality in accordance with the goals of the federal Clean Water Act and applicable State of Oregon NPDES requirements; and

WHEREAS, the City adopted Ordinance No. 515 on June 7, 2001 amending the City's Comprehensive Plan to include the Storm Water Master Plan; the Stormwater Master Plan employed best management practices, adopted design criteria and included appropriate stormwater improvements, maintenance, public awareness and enforcement standards; and

WHEREAS, the Stormwater Master Plan (attached as Exhibit B) updates the current plan and combines planning, engineering and public involvement to provide the City with the tools to implement the proposed capital improvement program (CIP) along with the policies necessary to establish a fully integrated stormwater program that combines water quality, water quantity, habitat and wildlife and regulatory requirements; and

WHEREAS, the Stormwater Master Plan recognizes factors that the previous master plan did not, which include the following:

1. Managing stormwater through an approach that recognizes the relationships between the natural environment and the built environment, and manages them as integrated components of the same watershed;

2. Prioritizing the use of Low Impact Development principles and techniques for private development and capital projects;
3. NPDES requirements for implementing site-specific management practices that target natural surface or predevelopment hydrologic functions as much as feasible, and reducing site specific post-development stormwater runoff volume, duration and rates to minimize hydrological and water quality impacts from impervious surfaces;
4. Incorporating the requirements of the temperature TMDL and Metro's Title 13 Nature in Neighborhoods which can be expected to provide effective shade for stream corridors and the implementation of habitat-friendly development practices; and
5. Changes to utility rates and SDCs that reflect the final Capital Improvement Program budget and the planning, management, maintenance and monitoring of the City's stormwater system; and

WHEREAS, in developing the Stormwater Master Plan, the City has sought to carry out federal, state and regional mandates, provide for alternative improvement solutions to minimize private expense, avoid the creation of public nuisances, and maintain the public's health, safety, welfare and interests; and

WHEREAS, the Planning Commission held public work sessions about the Stormwater Master Plan on June 11 and July 9, 2008; and, April 8, May 13, June 10, and October 14, 2009; and

WHEREAS, two open houses about the Stormwater Master Plan were held on October 16, 2008 and May 27, 2009, and provided the public an opportunity to comment on the various elements of the Master Plan; and

WHEREAS, after providing notice to affected parties inviting comment on the proposal the Planning Commission conducted a public hearing on this matter on January 13, 2010 receiving no public comments; and

WHEREAS, the Planning Commission forwarded an unanimous recommendation of approval of the proposal to the City Council; and

WHEREAS, the City Council held duly noted public hearings on December 5, 2011 and December 19, 2011, affording interested parties an opportunity to comment on the proposed Stormwater Master Plan;

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

1. The City Council adopts as findings and conclusions the foregoing recitals and the staff report in this matter attached hereto as Exhibit A and adopted as if set forth fully herein.
2. The City finds and declares that, absent effective management, maintenance, operation, regulation and control, existing stormwater drainage conditions constitute a potential hazard to the health, safety and general welfare of the City. The City Council further finds that natural and constructed stormwater facilities and conveyances together constitute a stormwater system and that effective regulation and control of stormwater can be facilitated through the City's adoption of the December 2011 Stormwater Master Plan.
3. The City's Comprehensive Plan is amended to include the December 2011 Stormwater Master Plan, Exhibit B, incorporated by reference herein, as recommended by the Planning Commission and hereby adopted by the City Council.
4. In the event any provisions of this Ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. Ordinance No. 515 and the 2001 Stormwater Master Plan are hereby repealed.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 5th day of December 2011, at the hour of 7:00 p.m. at the Wilsonville City Hall 29799 SW Town Center Loop East, Wilsonville, Oregon, and scheduled for second reading on the 23rd day of February 2012, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall.

Sandra C. King, MMC, City Recorder

ENACTED by the City Council on the _____ day of _____, 2012, by the following votes: YEAS: _____ NAYS: _____

Sandra C. King, MMC, City Recorder

DATED and signed by the Mayor this _____ day of _____, 2012.

Tim Knapp, Mayor

SUMMARY OF VOTES:

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

Attachments:

- Exhibit A – Staff Report dated November 22, 2011
- Exhibit B. – December 2011 Stormwater Master Plan

King, Sandy

From: Straessle, Linda
Sent: Wednesday, February 29, 2012 10:48 AM
To: King, Sandy; Rappold, Kerry
Cc: Neamtzu, Chris
Subject: RE: Stormwater MP approval
Attachments: LP08.06 DLCDC Notice of Adoption form.doc; Revised LP08.06 DLCDC Notice.pdf

Kerry,
What we sent to DLCDC is attached as well as a DLCDC Notice of Decision Form that I have partially filled out. I am attaching the form simply so you can see how little space you have to list the substantive changes. If you want, you can send me the text and I will finish the form for you and mail it in.

Sandy,
DLCDC has changed its timeframe for submitting the DLCDC Notice of Decision. It used to be 5 working days after the final hearing – it is now 5 working days after the Ordinance is signed.

The items that I need to include with the DLCDC form are:

~~4. – Submittal of this Notice of Adoption must include the final signed ordinance(s), all supporting finding(s), exhibit(s) and any other supplementary information (ORS 197.615).¶~~

I will need to submit Ordinance No. 700 once it is signed and its listed attachments:

Attachments:

- Exhibit A – Staff Report dated November 22, 2011
- Exhibit B. – December 2011 Stormwater Master Plan

Linda Straessle
Administrative Assistant
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville OR 97070
(503) 570-1571
straessle@ci.wilsonville.or.us

DISCLOSURE NOTICE: Messages to and from this Email address may be subject to the Oregon Public Records Law.

From: Neamtzu, Chris
Sent: Wednesday, February 29, 2012 8:56 AM
To: Straessle, Linda; King, Sandy
Cc: Rappold, Kerry
Subject: RE: Stormwater MP approval

Thanks Linda, please get with Kerry to provide an outline the substantive changes as part of submitting the final document to the state.

Chris Neamtzu, AICP
Planning Director
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070
503.570.1574
neamtzu@ci.wilsonville.or.us

Disclosure Notice: Messages to and from this email address may be subject to the Oregon Public Records Law.

From: Straessle, Linda
Sent: Tuesday, February 28, 2012 5:38 PM
To: King, Sandy
Cc: Neamtzu, Chris
Subject: Stormwater MP approval

I understand that the Stormwater MP was adopted last Thursday. A DLCD Notice of Decision will need to be done. I can do that for you if you send me the signed ordinance and Council's notice of decision.

Linda Straessle
Administrative Assistant
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville OR 97070
(503) 570-1571
straessle@ci.wilsonville.or.us

DISCLOSURE NOTICE: Messages to and from this Email address may be subject to the Oregon Public Records Law.



FORM 2

DLCD

Notice of Adoption

In person electronic mailed

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P

For Office Use Only

This Form 2 must be mailed to DLCD within **5-Working Days after the Final Ordinance is signed** by the public Official Designated by the jurisdiction and all other requirements of ORS 197.615 and OAR 660-018-000

Jurisdiction: **City of Wilsonville**

Local file number: **LP08-0006/Ord. No. 700**

Date of Adoption: **2/23/2012**

Date Mailed:

Was a Notice of Proposed Amendment (Form 1) mailed to DLCD? Yes No Date: 10/2/09 and revised notice was mailed 1/22/2010

Comprehensive Plan Text Amendment

Comprehensive Plan Map Amendment

Land Use Regulation Amendment

Zoning Map Amendment

New Land Use Regulation

Other: **Master Plan Amendment**

Summarize the adopted amendment. Do not use technical terms. Do not write "See Attached".

Stormwater Master Plan Update

Does the Adoption differ from proposal? Yes, Please explain below:

Plan Map Changed from: **N/A**

to: **N/A**

Zone Map Changed from: **N/A**

to: **N/A**

Location: **Citywide**

Acres Involved:

Specify Density: Previous: **N/A**

New: **N/A**

Applicable statewide planning goals:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

Was an Exception Adopted? YES NO

Did DLCD receive a Notice of Proposed Amendment...

35-days prior to first evidentiary hearing?

Yes No

If no, do the statewide planning goals apply?

Yes No

If no, did Emergency Circumstances require immediate adoption?

Yes No

DLCD file No. _____

Please list all affected State or Federal Agencies, Local Governments or Special Districts:

See Attached List

Local Contact: **Kerry Rappold, Nat.Res. Prog. Mgr** Phone: **(503) 570-1560** Extension:
Address: **29799 SW Town Center Loop E** Fax Number: **503-682-7025**
City: **Wilsonville** Zip: **97070-** E-mail Address: **rappold@ci.wilsonville.or.us**

ADOPTION SUBMITTAL REQUIREMENTS

This Form 2 must be received by DLCD no later than 5 working days after the ordinance has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) per ORS 197.615 and OAR Chapter 660, Division 18

1. This Form 2 must be submitted by local jurisdictions only (not by applicant).
2. When submitting the adopted amendment, please print a completed copy of Form 2 on light green paper if available.
3. Send this Form 2 and one complete paper copy (documents and maps) of the adopted amendment to the address below.
4. Submittal of this Notice of Adoption must include the final signed ordinance(s), all supporting finding(s), exhibit(s) and any other supplementary information (ORS 197.615).
5. Deadline to appeals to LUBA is calculated **twenty-one (21) days** from the receipt (postmark date) by DLCD of the adoption (ORS 197.830 to 197.845).
6. In addition to sending the Form 2 - Notice of Adoption to DLCD, please also remember to notify persons who participated in the local hearing and requested notice of the final decision. (ORS 197.615).
7. Submit **one complete paper copy** via United States Postal Service, Common Carrier or Hand Carried to the DLCD Salem Office and stamped with the incoming date stamp.
8. Please mail the adopted amendment packet to:

**ATTENTION: PLAN AMENDMENT SPECIALIST
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
635 CAPITOL STREET NE, SUITE 150
SALEM, OREGON 97301-2540**

9. **Need More Copies?** Please print forms on 8½ -1/2x11 green paper only if available. If you have any questions or would like assistance, please contact your DLCD regional representative or contact the DLCD Salem Office at (503) 373-0050 x238 or e-mail plan.amendments@state.or.us.



PLANNING DIVISION

FAX: (503) 682-7025
(503) 570-1571
straessle@ci.wilsonville.or.us

Via US Mail

Letter of Transmittal

TO: Plan Amendment Specialist

FROM: Linda Straessle

DLCD

Administrative Assistant

635 Capitol Street, NE Suite 150

Salem OR 97301-2540

DATE: January 22, 2010

WE ARE TRANSMITTING THE FOLLOWING:

- REVISED DLCD Notice of Proposed Amendment for Case File # LP08-0006.
- List of Affected State or Federal Agencies, local governments or special districts
- December 2009 DRAFT City of Wilsonville Stormwater Master Plan and the Appendices to the Stormwater Master Plan (A-I).
- A CD containing the above documents.

January 9, 2012

City of Wilsonville
Community Development Team

Re: Dec 2011 City of Wilsonville (CoW) Draft Storm Water Master Plan (SWMP)

I concur with the letter from Bernert Nursery that the new Storm Water Master Plan should have identified the failure of the culvert crossing located on Coffee Creek south of Wilsonville Road.

Steve Adams said that the Community Development Team found no CoW responsibility for it, because the public doesn't cross there. However, the SWMP is about storm water conveyance, not transportation.

The public benefit in this case is public need for and benefit from storm water management, and the City responsibility is to meet the public need without causing disproportionate and unmitigated damage to individual property owners.

The City removed the owner installed crossing 30 years ago to clean the channel to meet the public need for increased storm water run-off generated by CoW development. By that act it took responsibility for the integrity of the replacement.

The City told the property owners the former structure would be replaced by a culvert of the same size as CoW installed south of it. Yet, following the removal and channel cleaning, the CoW said another large culvert was not available, and instead installed two 3' culverts with cement on top, so floodwater would wash over it.

The owners were not pleased. The lower crossing height made necessary a steep incline on either side of the concrete. For trucks, combines, tractors with disks or plows, or other heavy equipment it has always been a poor solution. Luke Bushman has for a decade identified it as a potential impediment to fish passage.

Further CoW development has increased flood flows; the structure is washed out underneath and the concrete is cracked. Mike Stone and several of your Committee members have seen this. It is increasingly risky to cross with wide or heavy equipment. The larger culvert the City installed to the south is not failing, so the issue is not the age, but the unsuitable culvert design.

Silver Leaf Farms has fields both north and south of Wilsonville Road. Since the intersection changes on Boones Ferry, moving wide farm equipment via Boones Ferry is problematic. We need a working Coffee Creek crossing even more now than 5 years ago.

I met with City engineers to discuss engineering and permitting possibilities and issues. However, we have been told the CoW staff cannot address the issue unless it is identified on the SWMP.

Therefore, we are requesting this crossing be identified as a known storm water problem area.

Thank you,

Sheri Young
Silver Leaf Farms
P.O. Box 7
Wilsonville, Oregon 97070

*Reid 2/23/12.
ack*

Bernert



Nursery

To: City of Wilsonville
Attention: Lead for Stormwater Master Plan
29799 SW Town Center Loop E
Wilsonville Oregon, 97070

Date: January 2, 2012

Subject: City of Wilsonville Stormwater Master Plan

Dear City of Wilsonville

After reviewing the pending "*Final Draft City of Wilsonville Stormwater Master Plan*" I would like to make a recommendation for your consideration. As stated in the draft master plan on page ES-1: "The majority of the City generally drains south into the Willamette River, with the exception of Charbonneau district, with a large part of the City draining through Boeckman Creek and Coffee Lake Creek before discharging to the Willamette River." We currently are farming the land from the Willamette River to Wilsonville Road which includes the final section of Coffee Lake Creek, before it enters the Willamette River. This would be the land at the start of Wilsonville Road due south to the Willamette River.

There is a dramatically under sized culvert system that the City placed in the creek during the early 1980s. The installation does not meet standards and the current structure is under designed to carry the current and future projected drainage loads. I would recommend that the city add this culvert replacement project to the list of city storm water projects. From the report, I noticed that the City has projected increased demand into this drainage area. During the original installation, the City of Wilsonville understood that it was under designed, but communicated that it was a temporary solution. It is 30-35 years later and I would hope the city would be able to address this ongoing concern. From the table on page 3-3 this final section of the critical drainage system is carrying 56% of the drainage in the City of Wilsonville. The estimated flows rates are between 600 cfs for the 2 year event and 687 cfs projected for the 25 year event, based on project CLC-8. The current design will not support any thing even near that level of flow rate. Why would the city not address the heaviest flow location of the drainage system that is known to be dramatically miss-designed when it was installed by the City of Wilsonville?

In addition the CLC-8 makes a reference to the City's 2003 Transportation System plan recommending removal of Industrial Way. This was updated in the 2009 Transportation's System Plan and is no longer a recommendation that is present in the current TSP's. For clarity please update the document to eliminate the references to Industrial Way and the indication that Industrial Way is going to be abandoned. These statements can be found on page 8-25.

I hope the City will add this project as I believe it is a critical need that the current Stormwater Master Plan fails to address.

Kind Regards

David Bernert P.E.
Bernert Nursery and Farms

CC: Sheri Young Silver Leaf Farms LLC
Joe Bernert WCP INC Environmental Services
George Adams Wilsonville Concrete Products LLC
Tom Bernert Joe Bernert Towing Company INC
Kathleen Bernert KJD Properties LLC
Alan Kirk OrePac INC
Mike Kohlhoff City of Wilsonville

(503) 557-8872 FAX (503) 723-9011 PO BOX 37, Wilsonville OR. 97070

CITY COUNCIL MEETING STAFF REPORT / REQUEST FOR ACTION

AN ORDINANCE REPEALING WILSONVILLE CODE CHAPTER 10, SECTION 10.310 AND REPLACING IT WITH NEW SECTION 10.310 RESTRICTING PANHANDLING ACTIVITIES.

Meeting Date: February 23, 2011
Report Date: February 7, 2011
Source of Item: Legal Department

Contact: Michael Kohlhoff, City Attorney
Contact Telephone Number: 503-570-1508
Contact E-Mail: kohlhoff@ci.wilsonville.or.us

ISSUE STATEMENT

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 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. 10.310 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.

STAFF'S RECOMMENDATION

Staff recommends the adoption of Ordinance No. 702.

SUGGESTED MOTION

Adopt AN ORDINANCE REPEALING WILSONVILLE CODE CHAPTER 10, SECTION 10.310 AND REPLACING IT WITH NEW SECTION 10.310 RESTRICTING PANHANDLING ACTIVITIES, which is attached to this Staff Report.

ATTACHMENTS

- A. Panhandling Ordinance

ORDINANCE NO. 702

AN ORDINANCE REPEALING WILSONVILLE CODE CHAPTER 10, SECTION 10.310 AND REPLACING IT WITH NEW SECTION 10.310 RESTRICTING PANHANDLING ACTIVITIES.

WHEREAS, individuals exposed to aggressive panhandling activities feel harassed, less secure in their surroundings, threatened, scared, or inhibited in their free travels thereby making them less likely to travel in areas of the City or at certain times of night where aggressive panhandling is occurring; and

WHEREAS, the City of Wilsonville wishes to protect individuals from aggressive or harassing actions that can accompany panhandling activities; and

WHEREAS, the City of Wilsonville also wishes to protect the rights of free speech and expression of all citizens as well as the right to use public spaces for communication and dissemination of information; and

WHEREAS, the City believes that it can adequately balance its interest in individual safety and comfort with individual rights of free expression by imposing reasonable time, place, and manner restrictions on panhandling.

NOW, THEREFORE, THE WILSONVILLE CITY COUNCIL ORDAINS AS FOLLOWS:

1. Chapter 10, Sections 10.310 is repealed. A new section 10.310 is adopted to replace it. Section 10.310 will henceforth read as follows:

10.310 Panhandling

(1) Panhandling Defined. "Panhandling" means any solicitation made in person upon any street, public place, or park in the City, in which a person requests an immediate donation of money or any other gratuity from another person, and includes seeking donations:

- (a) By vocal appeal or for music, singing, or other street performance; and
- (b) When the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.

However, panhandling shall not include the act of passively standing or sitting nor performing music, singing or other street performance with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.

(2) Panhandling at Night. It shall be unlawful to engage in an act of panhandling between sunset and sunrise.

(3) Geographic Restrictions on Panhandling. It shall be unlawful to engage in an act of panhandling when either the panhandler or the person being solicited is located at any of the following locations:

- (a) At a bus shelter;
- (b) In a public transportation vehicle or public transportation facility;
- (c) In a sidewalk café; or
- (d) Within twenty (20) feet in any direction of an automatic teller machine (ATM) or entrance to a bank.

(4) Aggressive Panhandling. It shall be unlawful to engage in an act of panhandling in an aggressive manner. Aggressive panhandling involves any of the following actions:

- (a) Touching the solicited person without consent;
- (b) Blocking the walking path or the entrance or access to a building or vehicle of a person being solicited;
- (c) Following behind, ahead, or alongside a person who walks away from the panhandler after being solicited with the purpose of continuing to request donations; or
- (d) Using profane or abusive language, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled.

SUBMITTED to the Wilsonville City Council and read the first time at a special meeting thereof on the 23rd day of February, 2012, and scheduled for second reading at a regular meeting thereof on the 5th day of March 2012, commencing at the hour of 7 p.m. at the Wilsonville City Hall.

Sandra C. King, MMC, City Recorder

ENACTED by the City Council on the ____ day of March, 2012 by the following votes:

YEAS: _____ NAYS: _____

Sandra C. King, MMC, City Recorder

DATED and signed by the Mayor this ____ day of March, 2012.

TIM KNAPP, MAYOR

Summary of Votes:

Mayor Knapp

Council President Nunez

Councilor Hurst

Councilor Goddard

Councilor Starr



City of Wilsonville
February 23, 2012 City Council Meeting

- Advocates City work to preserve & protect environment.
- Advocates City do maintain a formal list of projects needed even if unfunded.

SPEAKER CARD

NAME: SIMON SPRINGALL

ADDRESS: 7710 SW ROANKE DR S.

TELEPHONE: _____ E-MAIL simon@springall.com

AGENDA ITEM YOU WANT TO ADDRESS: STORMWATER

Please limit your comments to 3 minutes. Thank you.

**City of Wilsonville
City Council Meeting
February 23, 2012 Sign In Sheet**

Name	Mailing Address
VERN WISE	
Simon Springall	7716 SW Roanoke Dr S.

City Council Action Minutes

MEETING DATE: FEBRUARY 23, 2012

LOCATION: CITY HALL, 29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR

TIME START: 5:00 P.M. TIME END: 8:30 P.M.

ATTENDANCE LOG

COUNCILORS	STAFF	STAFF
Mayor Knapp	Brian Cosgrove	Chris Neamtzu
Council President Núñez	Mike Kohlhoff	Gary Wallis
Councilor Hurst	Jeanna Troha	Delora Kerber
Councilor Goddard	Sandy King	Dan Knoll
Councilor Starr	Michael Bowers	Kerry Rappold
	Mark Ottenad	Andrea Villagrana
	Kristin Retherford	Steve Adams
	Mike Ward	

AGENDA	ACTIONS
WORK SESSION	
Washington County MSTIP	Consensus to go with staff recommendation, letter to be written based on staff recommendation. Mark Ottenad to schedule meeting for Councilors Núñez and Starr & CM with Washington County for next week.
Basalt Creek Update	
	Councilor Goddard left the work session at 6:20 p.m. and returned to the regular meeting at 7:38 p.m.
Mayoral Compensation	Scheduled for April 2 work session. Dedicate entire work session to the topic.
REGULAR MEETING	
NEW BUSINESS	Approved <u> X </u> Denied <u> ___ </u> Vote <u> 4 </u> to <u> 0 </u>
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. (Staff -Adams)	
CONTINUING BUSINESS	Approved <u> X </u> Denied <u> ___ </u> Vote <u> 5 </u> to <u> 0 </u>
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. (Staff -Rappold)	
PUBLIC HEARING	Approved <u> x </u> Denied <u> ___ </u>

<p>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. (staff – Kohlhoff/Rose)</p>	<p>Vote <u>5</u> to <u>0</u></p>
<p>CITY MANAGER'S REPORT</p>	
<p>Recap of council meeting</p> <p>Economic Development Task Force</p> <p>Internal Budget Review meetings</p>	<p>Consensus of council to allow CM to recommend appointments to the task force to expedite process. Major employers, small business owners, people who wear multiple hats in community would be considered. List provided to council for review. Councilors Starr and Hurst would be ex officio members and facilitate the meetings. Begin in March end in June with economic summit.</p> <p>Seeing status quo budgets proposed or reductions from last year's budget.</p>
<p>CITY ATTORNEY'S REPORT – no report</p>	
<p>ADJOURN 8:30 P.M.</p>	

RECORDED BY: SCK