

**AMENDED  
AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
JANUARY 19, 2012 7 P.M.**

**CITY HALL  
29799 SW TOWN CENTER LOOP  
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Celia Núñez  
Councilor Richard Goddard

Councilor Steve Hurst  
Councilor Scott Starr

**CITY COUNCIL MISSION STATEMENT**

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

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**Executive Session is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

**5:00 P.M. EXECUTIVE SESSION**

- A. Pursuant to ORS 192.660(2)(e) Real Property Transactions  
ORS 192.660(2)(h) Litigation and  
ORS 192.660(2)(f) Exempt Public Records

**5:30 P.M. COUNCILORS' CONCERNS**

**5:40 P.M. PRE-COUNCIL WORK SESSION**

- A. SMART Operations (Thompson / Allen)
- B. Transportation Funding Trends & Regional Authorization Agenda (Ottenad)
- C. Imagination Library (Duke)
- D. Mayor's Compensation Discussion
- E. Review of Agenda

**6:50 P.M. ADJOURN**

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**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, January 19, 2012 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on January 4, 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

**7:15 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

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

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

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

**7:30 P.M. CONSENT AGENDA**

- A. Minutes of the December 19, 2011 and January 5, 2012 Council Meetings (staff- King)

**7:35 P.M. NEW BUSINESS**

A. **Resolution No. 2342**

A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement Between The Cities Of Sherwood And Wilsonville Regarding Transmission Segment 3A: Reimbursement For Work Completed And Ownership Thereof; And Regarding Transmission Segment 3B: Payment By Sherwood To Wilsonville For Work Previously Accomplished, Easement Acquisition Costs And Process, Environmental Permitting, Pipeline Design Services, And Terms Of Advance Sherwood Funding For Construction Of Segment 3B. (staff – Kohlhoff)

B. **Resolution No. 2343**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As Its Local Contract Review Board Authorizing The Execution Of A Professional Services Agreement With Westech Engineering Inc. To Provide Engineering And Consulting Services For Preparation Of Final Design Documents For The Segment 3B Water Transmission Pipeline Project. (staff – Mende)

**8:00 P.M. CONTINUING BUSINESS**

A. **Ordinance No. 701** – Second Reading

An Ordinance Repealing Wilsonville Code Chapter 5, Sections 5.530 To 5.550 And Chapter 6, Sections 6.100 To 6.175 And Adopting New Sections 6.100 To 6.175 Relating To The Use Of Public Lands, Parks, And Facilities For Hosting Large Special Events And The Use Of Public Streets, Rights-Of-Way, Sidewalks And Bikeways For Hosting Special Events That Will Substantially Impede The Flow Of Vehicular, Pedestrian, Or Bicycle Traffic. (Staff – Kohlhoff/Watters)

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

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

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

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- C. Resolution No. *[bids to be opened 1/12/12, this is a placeholder]*  
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 \_\_\_\_\_, The Lowest Responsible Bidder; And Verifying Fund Availability For The Project Commonly Referred To As SMART Ops/Fleet Maintenance Facility Phase II Building And Site Improvements. (staff – Retherford)

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An Ordinance Repealing Wilsonville Code Chapter 5, Sections 5.530 To 5.550 And Chapter 6, Sections 6.100 To 6.175 And Adopting New Sections 6.100 To 6.175 Relating To The Use Of Public Lands, Parks, And Facilities For Hosting Large Special Events And The Use Of Public Streets, Rights-Of-Way, Sidewalks And Bikeways For Hosting Special Events That Will Substantially Impede The Flow Of Vehicular, Pedestrian, Or Bicycle Traffic. (Staff – Kohlhoff/Watters)

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

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

Meeting Date	Agenda Items
<p align="center"><b>January 19</b></p> <p><b>This is a Thursday</b></p> <p><b>Staff reports due January 10<sup>th</sup></b></p> <p><b>Council President Núñez excused</b></p>	<p>Executive Session</p> <p>Work Session</p> <ul style="list-style-type: none"> <li>• SMART Operations (Thompson / Allen)</li> <li>• Imagination Library (Duke)</li> <li>• Mayor’s Compensation Discussion</li> <li>• Transportation Funding Trends &amp; Regional Authorization Agenda – Ottenad</li> </ul> <p>Communications</p> <p>Consent Agenda</p> <p>New Business</p> <ul style="list-style-type: none"> <li>• Bid award for Fleet Building Project (Retherford) [<i>placeholder bids will be opened the 15th</i>]</li> <li>• Sherwood water agreement future extensions, Repayment of Segment 3A (Kohlhoff/Bowers)</li> <li>• Award of bid to Westech Engineering for engineering svcs for final design documents for Segment 3B (Mende)</li> </ul> <p>Public Hearing</p> <p>Continuing Business</p> <ul style="list-style-type: none"> <li>• Ordinance 701 Special Event Ordinance – 2<sup>nd</sup> reading</li> </ul>
<p align="center"><b>January 30 Work Session</b></p>	<p>Special Council Work Session 5 p.m. Storm Water Master Plan (Rappold) Storm Water Utility Fee and SDC (Rappold/Bowers)</p>
<p align="center"><b>February 2-5</b></p>	<p>Mayor and Councilor Starr to Smart Growth Conference in San Diego, CA</p>

<p><b>February 6</b></p> <p><b>Staff Reports due January 31<sup>st</sup></b></p> <p>February 6, 2012 Library 30<sup>th</sup> Anniversary</p>	<p>Executive Session</p> <p>Work Session</p> <ul style="list-style-type: none"> <li>• Brenchley Estates - February Work Session (is this ready for February?)</li> <li>• Communications Plan (Ottenad/Knoll)</li> <li>• Council Liaison Appointments</li> <li>•</li> </ul> <p>Communications</p> <ul style="list-style-type: none"> <li>• Library's 30<sup>th</sup> Anniversary (Duke)</li> </ul> <p>Consent Agenda</p> <p>Public Hearing</p> <p>Continuing Business</p> <ul style="list-style-type: none"> <li>• Ordinance No. 700 – SWMP – second reading?</li> </ul> <p>New Business</p> <ul style="list-style-type: none"> <li>• Street Sweeping Contract (Peoples)</li> </ul> <p>URA MEETING TO FOLLOW: Acceptance of Annual URA Report</p>
<p><b>February 23</b></p> <p><b>This is a THURSDAY</b></p> <p>Staff reports due February 7<sup>th</sup></p>	<p>Executive Session</p> <p>Work Session</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul> <p>Communications</p> <p>Consent Agenda</p> <p>Public Hearing</p> <p>Continuing Business</p> <p>New Business</p>

**UNSCHEDULED ITEMS**

- Charbonneau Analysis
- OIT Update
- Sewer Rate Study
- Sign Code (Neamtzu)
- Concessions in Nut Shed
- Amend Res. Declaring an emergency succession statement

**CITY COUNCIL MEETING  
STAFF REPORT**

**Transportation Funding Trends; Federal Authorization Agenda for Region**

Meeting Date: January 19, 2012  
 Report Date: January 11, 2012  
 Source of Item: Administration

Contact: Mark Ottenad  
 Telephone: 503-570-1505  
 E-Mail: [ottenad@ci.wilsonville.or.us](mailto:ottenad@ci.wilsonville.or.us)

**ISSUE STATEMENT**

The greater Portland metro area is considering during the January–February timeframe a regional agenda for priorities of potential federal surface-transportation authorization legislation. State and federal trends that have become clear over the past year on transportation funding have had a major impact in shaping this set of proposed priorities and the regional discussion at JPACT on January 12 and February 9, 2012.

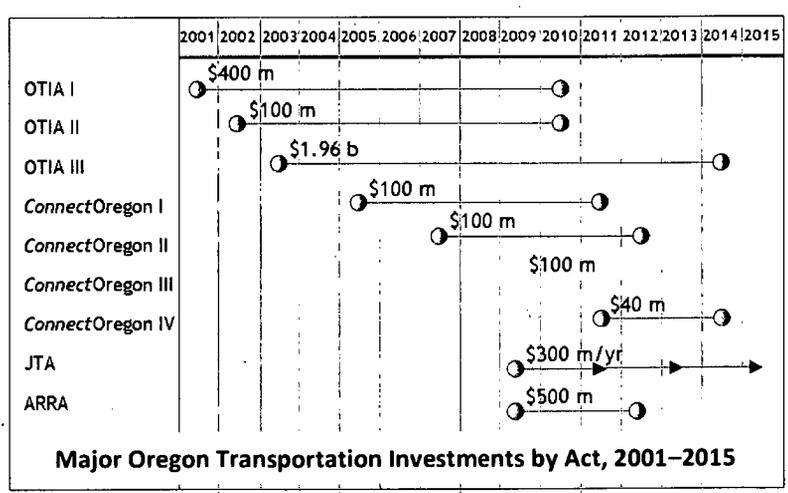
Staff needs direction as to whether Council desires to advocate for certain policies or provide input into the regional transportation priorities discussions that culminate in the annual March JPACT trip to Washington, D.C., to visit with members and staff of the Oregon Congressional delegation.

**1. TRANSPORTATION FUNDING TRENDS BY STATE AND FEDERAL GOVERNMENTS**

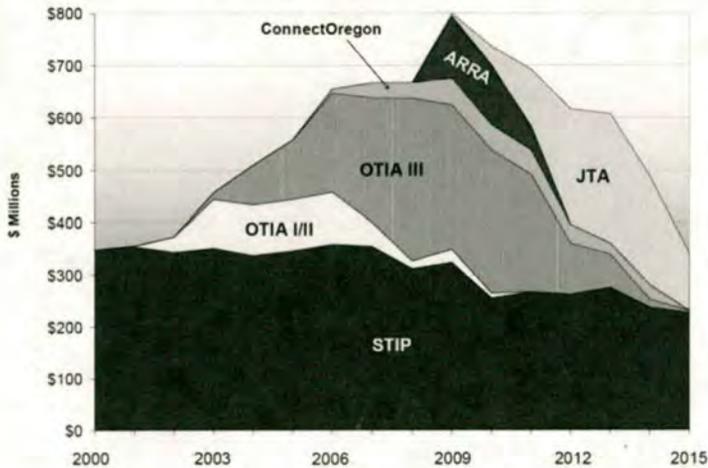
**State Funding Trends**

Over the past decade, the Oregon Legislative Assembly has made a series of major investments to improve transportation infrastructure that totals over \$3.1 billion. The primary transportation investment vehicles have been a series of laws starting in 2001:

- Oregon Transportation Improvement Acts (OTIA) one through three: \$2.5 billion statewide from 2001 through 2014 primarily in highway construction, roadway improvements and bridge replacements/repair.
- ConnectOregon (CO) acts one through four will have funded \$340 million in non-road, multi-modal (bike/ped, transit, rail and air) improvements from 2005 through 2014.
- The Jobs and Transportation Act of 2009 (JTA), which passed with strong backing from the Oregon business community, raised \$300 million per year for state, county and city transportation projects.
- The federal American Recovery and Reinvestment Act of 2009 (ARRA) provided state and local governments in Oregon with an additional \$500 million in federal “economic stimulus” funds primarily for smaller ready-to-go projects and pavement overlays/maintenance programs.



## ODOT Capital Program



The accompanying chart, ODOT Capital Program, illustrates the funding trend over the 2000–15 period of various state and federally supported transportation programs.

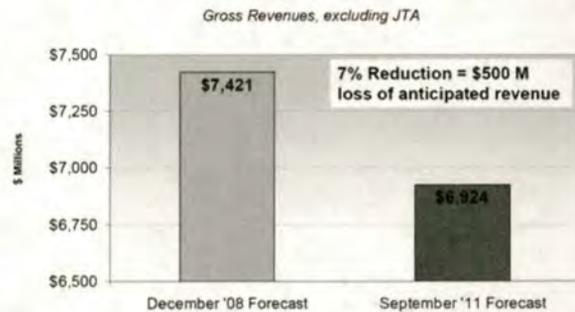
For the most part, the Oregon state transportation improvement packages have been funded through state-issued bonds that are backed by ear-marked proceeds from a variety of increased vehicle fees, increased gas taxes, and lottery proceeds.

However, despite—and in part because of—this significant investment in transportation in the past decade-plus, several trends in diminishing transportation-related revenue sources and funding are becoming clear.

- Declining State Highway Fund Revenue:** The State Highway Fund has seen a significant revenue decline that has been masked by the passage of the JTA. The latest state revenue projection estimates that the State Highway Fund will take in \$500 million (7 percent) less than anticipated two years ago.

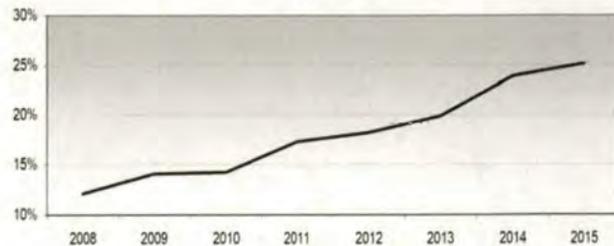
The gas tax provides about 45 percent of the State Highway Fund’s ongoing revenues, and the federal gas tax provides a significant majority of the resources flowing into the federal Highway Trust Fund. However, gas tax receipts have been flat or declining for half a decade, and this appears to be a continuing trend. Nationwide gasoline use peaked in 2006—before the recession and high gas prices reduced driving—and many experts project it will stay flat into the future as fuel efficiency increases and non-gasoline vehicles gain market share.

### State Highway Fund Revenue Projections (2008-2015)



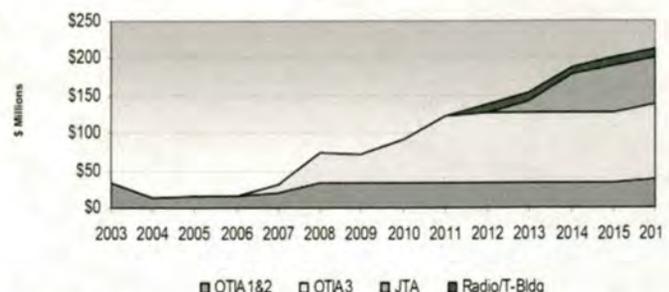
- Increasing Debt Service:** The OTIA and JTA programs front-loaded resources through bonding, allowing ODOT to build projects much faster than under a “pay-as-you-go” funding approach. However, bonding billions of dollars requires paying significant debt service. By 2015, when all the JTA bonds are sold, ODOT expects to pay over \$210 million a year out of the State Highway Fund for debt service. The vast majority of the additional revenue ODOT received from the OTIA and JTA programs will be going to debt service or to other purposes specified by the Legislature.

### Portion of ODOT’s Gross State Highway Fund Resources Going to Debt Service (2008-15)



**ODOT’s State Highway Fund resources are now essentially fully committed to debt service, the costs of running the agency, and maintaining highways, leaving virtually no state funding for new capital projects in the Statewide Transportation Improvement Program (STIP) (other than the JTA projects and**

### ODOT Highway Fund Debt Service (2003-2016)



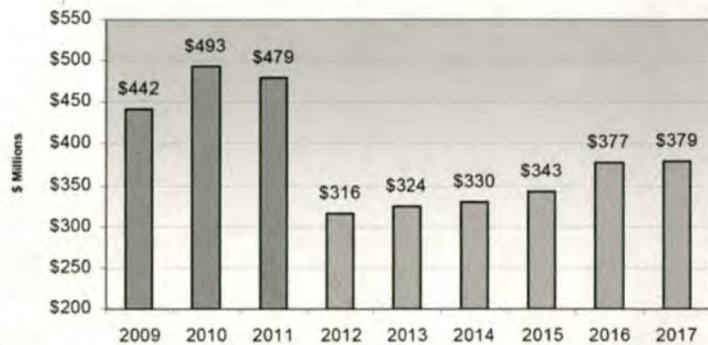
matching funds for federal resources). *In essence, this situation potentially leaves federal funding as the exclusive funding source for major new transportation projects.*

- Federal Support May Be Reduced:** The federal surface transportation program invests well over \$500 million in Oregon highway and transit projects each year. However, the funding level for the federal highway and transit programs is about \$15 billion more per year than is being earned by the Highway Trust Fund, which is supported primarily by federal fuels tax unadjusted since 1993.

When the Trust Fund's balances are exhausted sometime in 2012 or 2013, Congress will be forced to either find additional revenue or cut funding for highway and transit projects significantly. Given the current fiscal and political situation, transferring additional general resources into the Highway Trust Fund (which has already been done three times totaling nearly \$35 billion) could be difficult, and increasing the fuels tax in the face of high gas prices is not considered particularly feasible.

If Congress does not find additional resources for the transportation program, highway program funding will have to be cut by about one third, and transit program funding will have to be cut by about 40 percent. This would result in Oregon's annual federal highway program funding falling \$150–\$175 million, and the state's annual transit funding could fall around \$30 million.

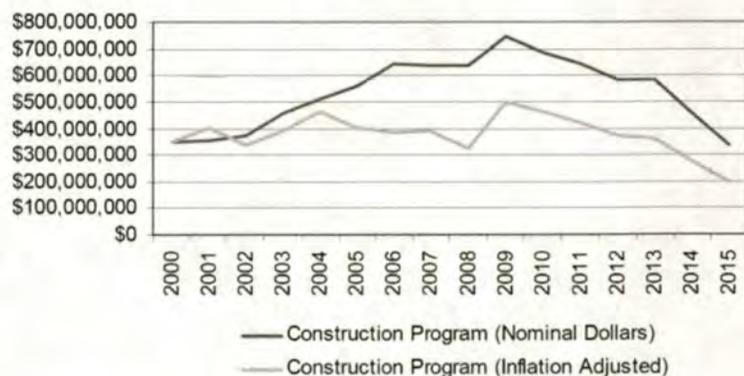
**Oregon Federal Highway Funding With No Additional Resources**  
(2009-2017)



ODOT has assumed a reduction of 20 percent in federal highway formula funding and downsized the STIP and is reducing agency staffing levels. Funding for Bridge Replacement and Highway Preservation programs have been cut, and the Highway Modernization program has been reduced to the minimum required under state law. In 2014-15, ODOT projects no additional funding for modernization projects such as new I-5 auxiliary lanes. However, if Congress finds no additional resources for the Highway Trust Fund and imposes a one-third cut, ODOT will need to cut the STIP by another \$70 million per year, forcing projects already in the STIP to be eliminated or delayed.

- Construction Cost Increases:** Over the last decade, construction costs have increased an average of 120 percent—more than doubling—from 2001 (when the first OTIA package was passed) through 2008. While construction costs have decreased since the onset of the recession, in 2010 costs remained nearly 70 percent higher than they were in 2001. When adjusted for cost increases, and inflation, ODOT projects the state's construction program will be much smaller by 2015 than it was in 2001.

**ODOT Construction Program Adjusted for Inflation**



- Lack of Adequate and Dedicated Funding for Non-highway Modes:** Because of limits on the use of the State Highway Fund and federal transportation resources, Oregon's investments in transit, bicycle/pedestrian projects, ports and rail have been episodic. Oregon has no way to sustain the significant investments being made today in non-highway modes over the long-term. There is no

adequate, dedicated source of funding for non-highway modes, and most of the funding sources ODOT has used are shrinking. For example, the most recent rendition of ConnectOregon passed by the legislature in 2011 was constrained by the state budget situation—\$40 million for CO IV versus \$100 million each for the first three COs—and non-highway modes are highly reliant on federal funds that are at significant risk of being greatly reduced.

The first two attachments provide greater detail on the state transportation funding situation:

- Attachment 1, “*ODOT - Current Realities*,” presented to the Oregon Transportation Commission in November 2011, provides a comprehensive statewide overview;
- Attachment 2, “*The State of Transportation in Region 1*,” presented to the Washington County Coordinating Committee in October 2011, focuses on state transportation funding trends in the greater Portland metro area.

## **Federal Funding Trends**

While the economic-stimulus ARRA legislation and related discretionary grant Transportation Investments Generating Economic Recovery (TIGER) program provided a short-term bump in federal support for transportation projects, long-term funding is under stress. As is noted in the preceding State Funding Trends section, the level of federal funding for transportation—both road and transit—is likely to be reduced: the question is “By How Much?” Federal-affairs observers now refer to a five percent decrease in federal transportation support as the new “flat” funding model.

Federal funds for transportation are “authorized” by Congress in terms of overall funding levels for various programs and how revenues are collected; each year, then Congress “appropriates” funds that have been authorized for a given fiscal year. The current surface transportation act that authorizes transportation programs, known as SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59)), was signed into law in August 2005 by President George W. Bush. The five-year-long bill expired in September 2009 and has been extended by Congress eight times, most recently in September 2011 and now expires in March 2012.

During the course of the 112<sup>th</sup> Congress, the House and Senate have been divided over how to approach federal support for transportation funding. Like other issues currently before Congress, there appears to be fundamental disagreements between the two chambers over the federal role in transportation funding and the perceived economic benefits of public transportation investments. Federal lobbyist Peter Peyser of Blank-Rome Government Relations in Washington, DC, reports that Congress no longer sees a connection between public infrastructure investments and national economic prosperity.

Since 1983, when President Ronald Reagan agreed to “busting” the federal Highway Trust Fund to pay for transit projects and services in addition to highways, the consensus on transportation funding has been an “80:20” split on use of the US fuels tax: 80% to highways and 20% to transit. The 80/20 split is now being looked at in Congress – with transit targeted to receive less. Transit programs such as New Starts, which the Portland areas has won millions in grants for light rail, and the Urban Area funding formula, which provides funds to Tri-Met and SMART, have been singled out as candidates for budget reductions.

For more details, see Attachment 3, “*Federal Funding Briefing Paper*,” ODOT, August 2011

■ **In the US House of Representatives**, Transportation & Infrastructure Committee chair John Mica (R-Florida) has proposed a six-year-long bill in the amount of \$285 billion, which is roughly equal to the amount of revenue currently generated principally by the federal fuels tax. This proposal, which results in a one-third reduction in federal support for transportation funding from current levels, corresponds to the amount currently collected by the Highway Trust Fund. For example, in federal FY 2010, the Trust Fund’s Highway Account took in enough revenue to cover about 70 percent of its \$43 billion in funding commitments for highway programs; Trust Fund revenues covered only 45 percent of funding levels for the \$10.5 billion federal transit program.

Under the Mica proposal, ODOT estimates that Oregon’s annual highway program funding would fall by \$150–\$175 million and pass-through funds to local governments would decrease by \$30–\$40 million.

Oregon's transit providers could be especially hard hit if federal funding were to fall to levels supportable by revenues flowing into the Mass Transit Account, resulting in a funding reduction of 40 percent. A decrease in federal support of this magnitude would significantly impact urban-area transit systems like SMART and Tri-Met that use federal funding for capital projects and to purchase buses; some rural providers that use federal assistance to cover operating costs may be forced to shut down operations.

The New Starts program, which is funded by the general fund rather than the Mass Transit Account, may also be targeted for cuts, making it more difficult to fund new light rail and bus rapid-transit projects in urban areas. The Portland region has been one of the most successful areas of the US to win New Starts funds for major light-rail, high-capacity transit programs.

■ **In the US Senate**, Environment and Public Works (EPW) Committee Chair Barbara Boxer (D-CA) has proposed a bill that would essentially maintain current federal funding levels for transportation while streamlining the process. The bill, entitled "Moving Ahead for Progress in the 21st Century" and known as "MAP-21" (S. 1813), was originally proposed as a \$339 billion six-year bill. Subsequently, the bill was amended to reauthorize US transportation programs for two years at a cost of \$109 billion and to reform these programs to make them more efficient by reducing the total number of programs from 90 to 30.

In November 2011, the EPW committee voted unanimously to move forward the highway component of the legislation; other committees to weigh-in on the proposal include the Banking, Housing and Urban Affairs Committee (transit programs), Commerce Committee (rail and safety programs), and the Finance Committee (funding mechanism). MAP-21 is one of the only transportation proposals to move forward in this session of Congress with bipartisan support of senators from both major political parties.

MAP-21 continues to provide the majority of federal-aid highway funds to the states through core programs, which are consolidated from seven to five primary highway programs:

1. **National Highway Performance Program**, funded at \$20.6 billion, that consolidates three major federal road programs—Interstate Maintenance, National Highway System and Highway Bridge—into a single program. The new National Highway Performance Program would provide increased flexibility on the use of funds, while guiding state and local investments to maintain and improve the conditions and performance of the National Highway System. States are required to develop asset management plans and as a part of these plans establish performance targets for the condition of roads and bridges and the performance of the system.
2. **Transportation Mobility Program**, funded at \$10.4 billion, that replaces the current Surface Transportation Program but retains the same structure, goals, and flexibility to allow states and metropolitan areas to invest in projects fitting their needs and priorities, as well as provide a broad eligibility of surface transportation projects that can be constructed.
3. **Congestion Mitigation Air Quality Program (CMAQ)**, funded at \$3.3 billion, is the continuation of an existing program in which funds are provided to states and major metropolitan areas to address the impacts of the transportation system on national ambient air quality standards. This program also continues to fund grants to state and local governments for transportation enhancements, safe routes to school, recreational trails, environmental mitigation, and certain types of road projects.
4. **Highway Safety Improvement Program**, funded at \$2.5 billion, provides funding to states to improve safety for all road users on public roads. States are required to collect data on crashes and create a database containing information on safety issues for all public roads, including identification of hazard locations. States must also develop a strategic highway safety plan using the data collected and to develop performance targets on fatalities and serious injuries. If states do not develop a strategic highway safety plan within a year using a process approved by USDOT, they are required to spend additional funding on safety projects.
5. **National Freight Network Program**, funded at \$2 billion, that provides new formula funds to states for projects to improve the movement of freight on highways, including freight intermodal connectors. The bill states this program is a core requirement, citing that the condition and capacity of the highway system has failed to keep up with the growth in freight movement and is hampering the

ability of businesses to efficiently transport goods due to congestion. MAP-21 consolidates existing programs into a new freight-focused program that provides block grants to states and metropolitan areas for projects to improve freight movements on highways. States may use up to 5 percent of funds for rail or maritime projects subject to certain conditions. USDOT must also develop a National Freight Strategic Plan, which will analyze performance and conditions on the primary freight network, identify bottlenecks, estimate future freight volumes and identify best practices for mitigating impacts of freight movement on communities. States must establish performance targets and report on progress every two years.

Additionally, MAP-21 creates two additional, limited-use programs that have been discussed nationally and locally for a number of years:

- **Projects of National and Regional Significance Program**, which suggests \$1 billion in annual funding, authorizes a program to fund major transportation projects of national and regional significance that meet rigorous criteria and eligibility requirements.
- **Transportation Infrastructure Finance and Innovation Act (TIFIA) program**, funded at \$1 billion, which provides federal credit assistance in the form of direct loans, loan guarantees, and standby lines of credit to finance surface transportation at favorable terms;

MAP-21 seeks to accelerate project delivery by reducing the number of administrative actions to be taken by USDOT and by expanding the types of projects that can qualify for a categorical exclusion (a more limited environmental review). In addition, MAP-21 allows for the earlier acquisition of right-of-way and supports “practical design” solutions, which are defined as “a collaborative interdisciplinary approach that results in a transportation project that fits its physical setting, preserves safety and balances costs.”

For additional information on the proposed surface transportation legislation MAP-21, see:

- Attachment 4, “*Summary of Moving Ahead for Progress in the 21st Century (MAP-21)*,” US Senate Environment and Public Works Committee, November 2011
- Attachment 5, “*Summary of MAP-21*,” Transportation for American (T4America), November 2011

However, similar to other transportation authorization bills that Congress has considered over the past two years, there is disagreement as to how to fund the proposal since the current federal fuels-tax revenue amount covers only about two-thirds of proposed spending levels. The American Association of State and Highway Transportation Officials (AASHTO) reported that in order for this bill to move forward, the Senate Finance Committee needs to find \$6 billion/year in budget offsets to supplement projected Highway Trust Fund revenues.

Unlike some other transportation reauthorization measures proposed in the past two years, MAP-21 appears to be responsive to various transportation interests and enjoys bipartisan support in the Senate from both Democrats and Republicans. Interest groups like the US Chamber of Commerce, American Trucking Association, Transportation for America and AFL-CIO have endorsed the basic provisions of MAP-21. While more parties would like a longer-term, six-year bill, there is recognition that more time is needed in Congress to figure out appropriate funding mechanisms.

### **ODOT Assessment of MAP-21 Legislation**

Under the MAP-21 proposal, ODOT reports that Oregon’s federal funding levels would remain essentially unchanged from FY 2011 levels; MAP-21 bases funding levels on the amount of formula apportionments and allocations (primarily earmarks) made under SAFETEA-LU. This represents a significant win for Oregon, as the state would continue to receive funding based on the substantial earmarks received under SAFETEA-LU.

Other specific notations by ODOT in terms of the proposed MAP-21 bill include:

- **National Highway Performance Program:** ODOT should have little problem meeting the Interstate pavement conditions minimum levels, but meeting the NHS bridges minimum threshold may prove challenging over the long-term.

- **Transportation Mobility Program:** Oregon's three largest metropolitan planning organizations (Portland, Salem, Eugene) would receive slightly more in TMP funds than they received in STP funds in recent years. The provision for off-system bridges could be problematic, as Oregon might need to obligate far more to low-priority off-system bridges than in the past.
- **Congestion Mitigation Air Quality Program (CMAQ):** This program remains relatively similar, though new weighting factors and distribution formulas are included. ODOT would need to determine how to structure the transportation enhancements program given the new eligibilities. In particular, ODOT will need to determine whether to continue funding projects previously funded through terminated formula programs—particularly Recreational Trails and Safe Routes to School. The creation of a new ODOT Active Transportation Section will provide a framework in which these decisions can be made.
- **Highway Safety Improvement Program** remains essentially the same as under SAFETEA-LU, though Oregon's funding level would increase. Set-asides for high-risk rural roads and rail-highway grade crossings are eliminated, though these would be eligible for funding under the program. States would be required to spend 8 percent of their HSIP apportionment for data improvements in FY 2012 and 2013, which would drop to 4 percent in FY 2014 and thereafter.
- **National Freight Network Program:** Oregon would receive \$26.6 million in FY 12 under the National Freight Program. Both I-5 and I-84 will likely qualify for inclusion in the new Primary Freight Network and would receive the lion's share of state freight project funding. US 97 and US 20, the other major freight corridors listed in the Oregon Freight Plan, could likely be designated critical rural freight corridors, but would not receive the level of funds directed to interstate highways.
- **Projects of National and Regional Significance Program:** If this program is funded in appropriations bills in the suggested amount of \$1 billion/year, it would provide an excellent opportunity for a large discretionary grant for the Columbia River Crossing project.
- **Transportation Infrastructure Finance and Innovation Act (TIFIA) program:** Expansion of TIFIA funding will increase the likelihood that a significant TIFIA loan can help secure additional resources for the Columbia River Crossing. ODOT reports that few other, if any, Oregon projects are likely to benefit from TIFIA.

## 2. PROPOSED FEDERAL TRANSPORTATION AUTHORIZATION AGENDA FOR GREATER PORTLAND METRO REGION

Sensing momentum in Congress for the MAP-21 proposal and seeking to avoid a 30+ percent reduction in federal support for transportation funding, the greater Portland metro region appears to be coalescing around a position paper that supports components found in MAP-21. Additionally, many of the principles of MAP-21, such as least-cost planning and increased emphasis on freight movement, fit well with recent state and regional plans, as well as with prior position paper of major Oregon government associations.

On January 12, JPACT will have considered the attached position paper dated December 21, 2011, from Metro Policy Advisor Andy Cotugno to JPACT entitled "*Federal Authorization Priorities*"; please see Attachment 6. JPACT's technical advisory committee TPAC will further review the proposed policy priorities on January 27 and make any additional recommendations for a JPACT vote tentatively set for February 9.

The first portion of the draft "*Federal Authorization Priorities*" focuses on the region's proposed key priorities for reauthorization of a federal surface transportation act:

1. **Investing in America's Prosperity through Infrastructure:** Continued and increased federal investment in transportation infrastructure is essential to national economic prosperity and global competitiveness; a short-term bill with transportation funding is better than reduced funding.
2. **End the Indecision:** Congress needs to set clear federal policy direction and funding commitments for transportation investments.

3. **Funding level for transit and highways** that maintains the long-standing commitment to an 80/20 balance between dedicated highway and transit funding.
4. **Collaborative decision-making** that maintains local/regional control over transportation decisions rather than ceding authority to the state.
5. **Planning for Desired Outcomes:** Flexibility with accountability that establishes certain federal parameters and expected outcomes for transportation investments, and then allows local/regional decision-making and priorities to determine how to best meet those desired results.
6. **Major transportation projects**, such as the Columbia River Crossing (CRC) and transit New Starts/Small Starts for light rail and street car, that require extraordinary resources should receive special dispensation from the federal government.
7. **Passenger Rail** improvements can be more modest in scope and cost, and should focus on incremental gains in rail capacity, speed and frequency on high-demand corridors.
8. **Sustainable Communities Partnership** among USDOT, HUD and EPA should continue to coordinate their programs on sustainability for the benefit of local governments.
9. **Congressional Intervention:** Project Earmarks are not realistic, however, the region would appreciate support of the Oregon Congressional delegation for select projects with higher costs that provide greater benefits.

The second section of the draft *"Federal Authorization Priorities"* supports a variety of "Proposed federal actions" in order "to support a number of regional objectives." Attachment 1, page 7, of the *"Federal Authorization Priorities"* details "Portland Region Federal Transportation Authorization Priorities: How the Region's Adopted Priorities Are Addressed in MAP-21" proposed authorization legislation. Attachment 2, pages 8-9, reviews "New Issues" that the proposed MAP-21 legislation would address.

In 2008, a set of *"Surface Transportation Authorization Priorities,"* appended to this report as Attachment 7, was endorsed by the Oregon Transportation Commission (OTC), Association of Oregon Counties (AOC), League of Oregon Cities (LOC), Oregon Transit Association (OTA), and Oregon Metropolitan Planning Organizations Consortium, which includes Metro. The white paper, produced prior to the original expiration of SAFETEA-LU in 2009, supported a set of priorities that correspond well to provisions of MAP-21 and the draft *"Federal Authorization Priorities"* position paper:

- Investment Priorities
  - Focus resources on preserving and rebuilding the existing system
  - Target funding to deliverable projects that are strategic investments in Oregon's transportation system
  - Invest in multi-modal solutions to the challenges of freight mobility
  - Improve public transportation
  - Increase funding for federal lands transportation programs
- Funding and Finance Priorities
  - Increase and diversify revenue flowing into the Highway Trust Fund
  - Expand innovative financing tools
  - Explore alternative funding mechanisms to supplement or replace the gas tax
- Program Reform Priorities
  - Shift to an outcome-based program focused on supporting national goals
  - Improve highway safety
  - Streamline regulatory processes to improve project delivery
  - Reform the bridge program to better target resources to priority bridges
  - Focus on making the existing transportation system work more efficiently
  - Encourage climate-friendly transportation solutions

**One of the more attractive features of MAP-21 is that transportation formula funds are allotted to states and metropolitan areas generally come “with less strings attached” and a greater amount of local autonomy on how the funds are used. Conversely, the region will want to avoid having transportation funds become ‘just block grants’ that later are more easily cut by Congress. Specific Congressional award programs tend to keep Congress’ attention – and funding levels. Metro reads MAP-21 to place more decision-making authority in the control of state government, and believes that retaining a greater level of local control on the use of funds allows more efficient use that supports regional transportation and other land-use planning objectives.**

**Oregon’s junior senator, Senator Jeff Merkley, is uniquely positioned to shape the MAP-21 bill: he sits on both the Senate EPW Committee, which voted to support the bill’s highway provisions, and the Banking, Housing and Urban Affairs Committee, which will consider the transit programs for MAP-21.**

As a highly trade-dependent economy, both the Portland region and greater State of Oregon are very reliant on efficient, functioning transportation systems to conduct commerce and move commuting workers. The MAP-21 proposal appears to line-up relatively well with transportation priorities outlined over the past few years by state associations of local governments and other interests that are restated in the draft “*Federal Authorization Priorities*” position paper. A steep reduction in federal support for local and state transportation projects and transit funding would likely lead to a decline in overall transportation effectiveness over time and an increased need for local/state revenue sources to fund roads and transit.

## **CITY COUNCIL OPTIONS**

The Council may seek to advocate for certain policies or provide input into the regional transportation priorities discussions. Mayor Knapp, as the JPACT alternate for Clackamas County Cities, is in a position to influence other local governments and the regional dialogue; however, as a regional representative, he is duty-bound to represent the collective perspective of Clackamas County Cities in the JPACT forum.

## **ATTACHMENTS**

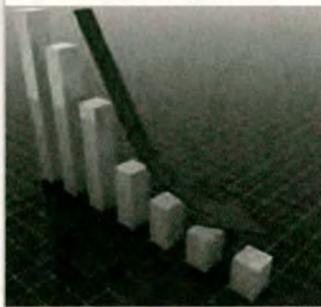
- Attachment 1: “*ODOT - Current Realities,*” presented to the Oregon Transportation Commission in November 2011
- Attachment 2: “*The State of Transportation in Region 1,*” presented to the Washington County Coordinating Committee in October 2011
- Attachment 3: “*Federal Funding Briefing Paper,*” ODOT, August 2011
- Attachment 4: “*Summary of Moving Ahead for Progress in the 21st Century (MAP-21),*” US Senate Environment and Public Works Committee, November 2011
- Attachment 5: “*Summary of MAP-21,*” Transportation for America (T4America), November 2011
- Attachment 6: “*Federal Authorization Priorities,*” draft position paper by Andy Cotugno, Metro Policy Advisor, December 21, 2011, for consideration by JPACT on January 12, 2012
- Attachment 7: “*Surface Transportation Authorization Priorities,*” Oregon Transportation Commission (OTC), Association of Oregon Counties (AOC), League of Oregon Cities (LOC), Oregon Transit Association (OTA), and Oregon Metropolitan Planning Organizations Consortium, December 2008



# ODOT - Current Realities

*Oregon Transportation Commission*

Financial



System Condition



Current Direction



November 2011



## Overview

- Oregon made **significant investments in all modes of transportation** in the last decade
- **No adequate long-term funding source** exists to continue current investments in non-highway modes
- Highway **funding is declining and insufficient** to preserve the system





## Overview...

- The **system will deteriorate** at current funding levels
- **New strategies** are being used to maximize our investments
- Our staffing and budget levels **are being reduced** to match projected revenues



### Section 1

# Financial Realities



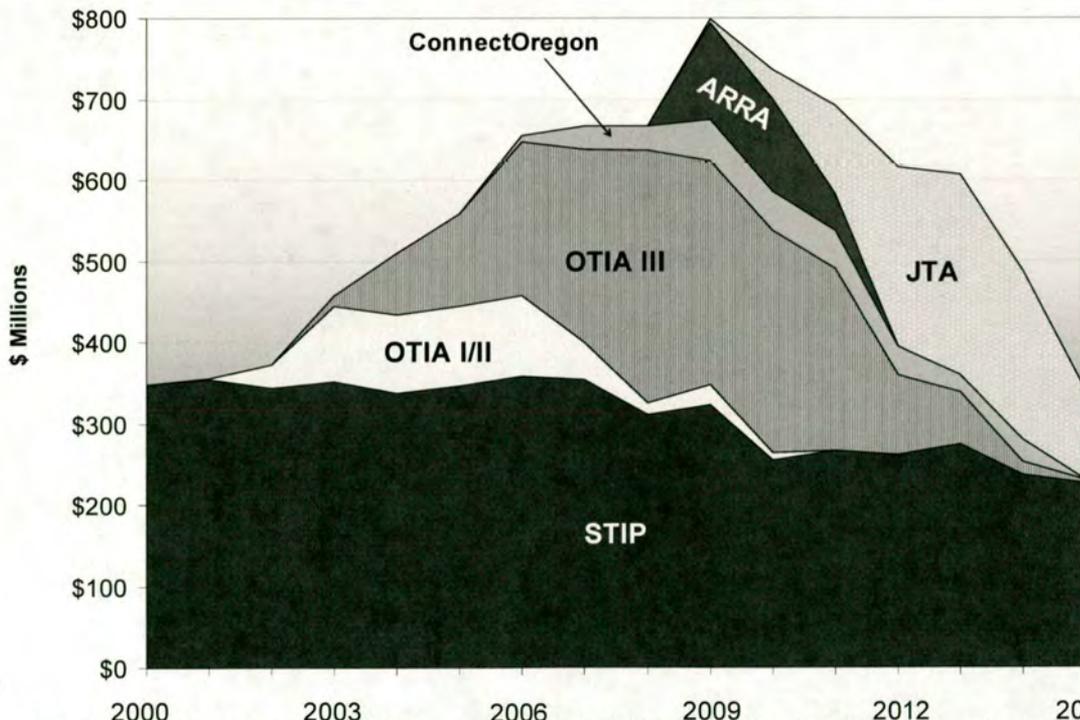


# Revenue Trends

- In 2001, we moved from a “pay as you go” approach to a bonding approach
- Over the last 10 years we have bonded new and existing revenue for OTIA, JTA, *ConnectOregon*
- With VMT flat and fuel efficiency up, revenue has not kept pace with needs
- Does not appear to be public support for new revenue



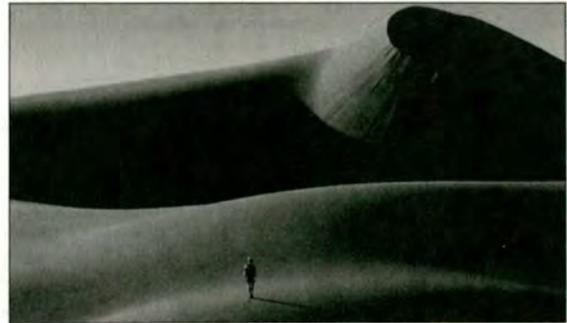
# ODOT Capital Program





## Funding Challenges

- The OTIA and JTA programs were frontloaded and will involve significant debt service
- State Highway Fund revenue is down significantly from previous estimates
- Rapid construction cost increases have eroded purchasing power
- Operations costs have grown faster than State Highway Fund resources



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## Funding Challenges...

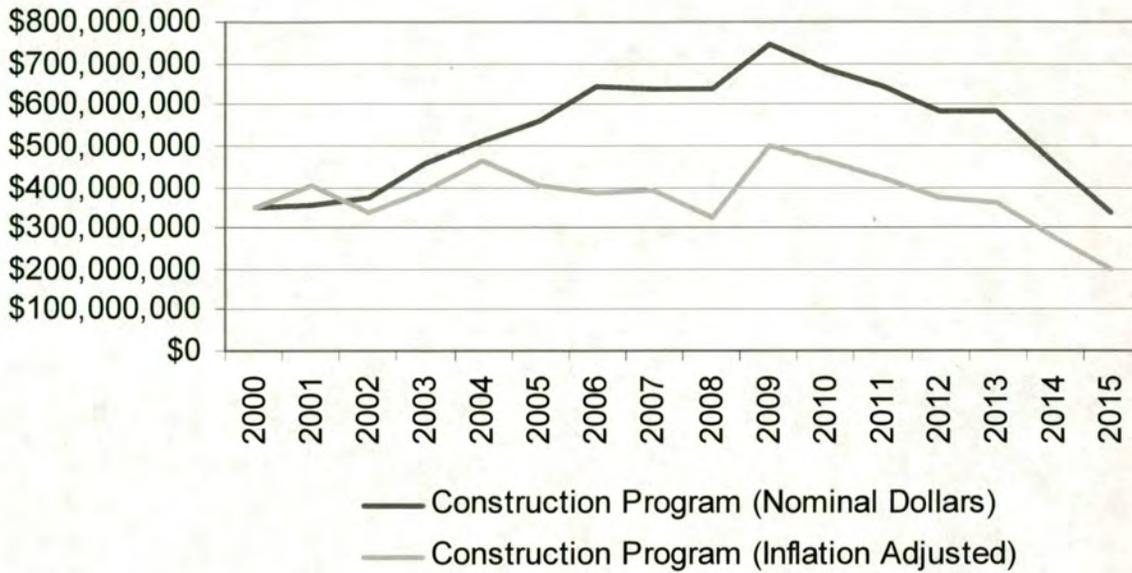
- Federal funding at significant risk of being cut
- The gas tax will not be a sustainable funding source in the long term
- No adequate, long-term, sustainable funding source is available for non-highway modes



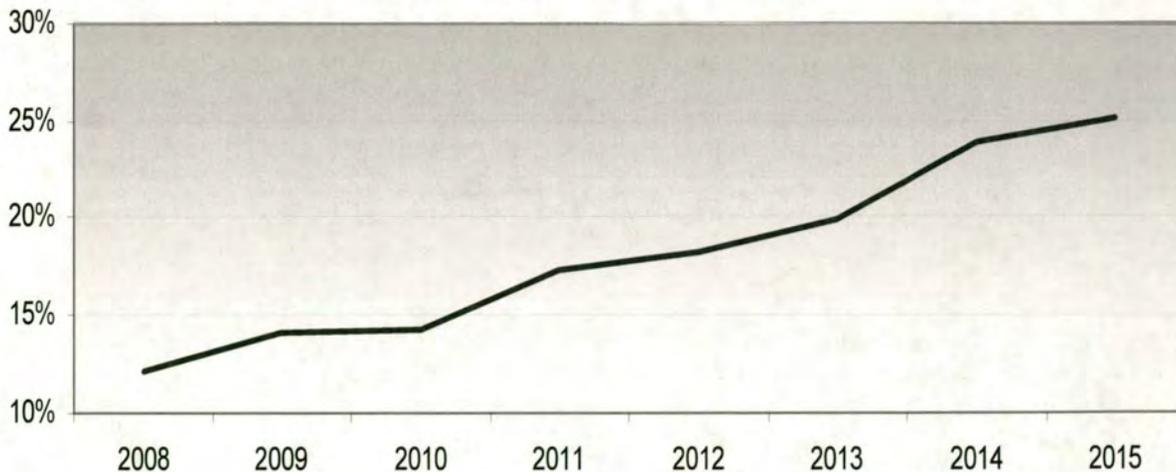
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### ODOT Construction Program Adjusted for Inflation



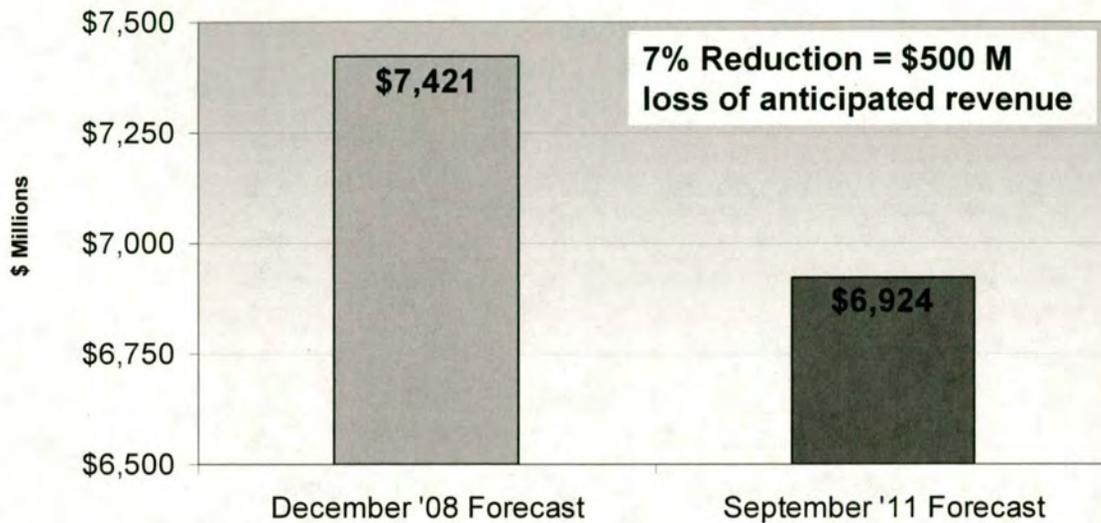
### Portion of ODOT's Gross State Highway Fund Resources Going to Debt Service (2008-15)



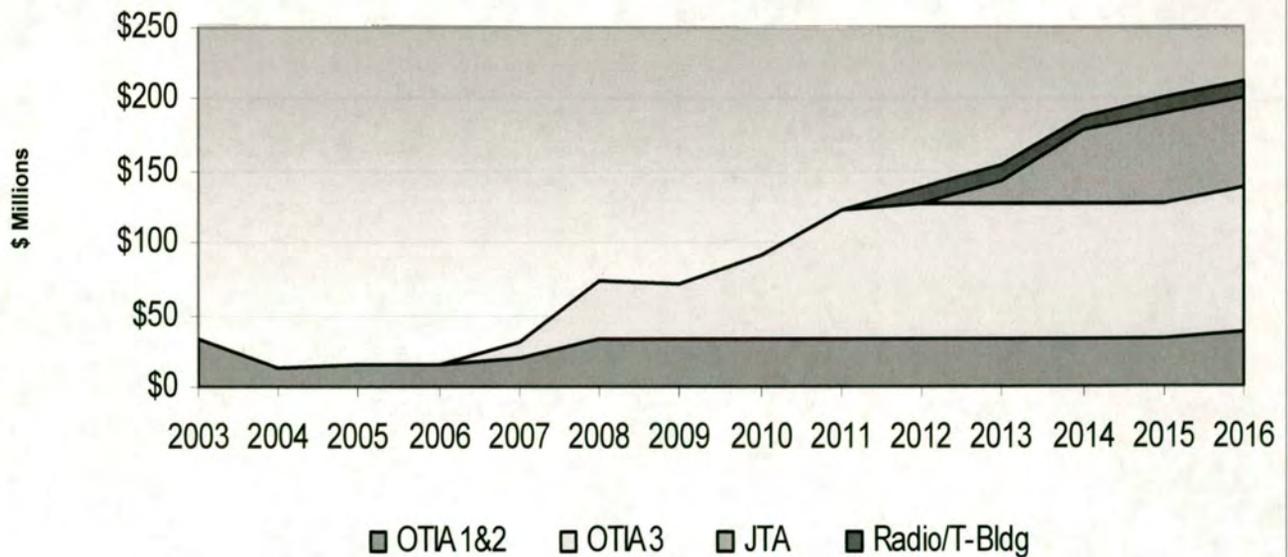


# State Highway Fund Revenue Projections (2008-2015)

Gross Revenues, excluding JTA



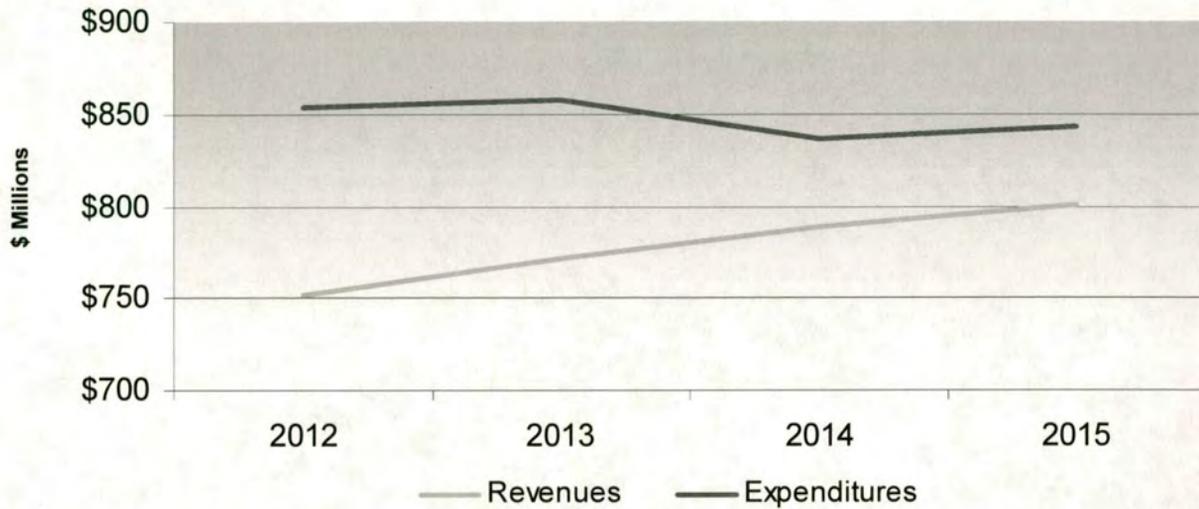
# ODOT Highway Fund Debt Service (2003-2016)





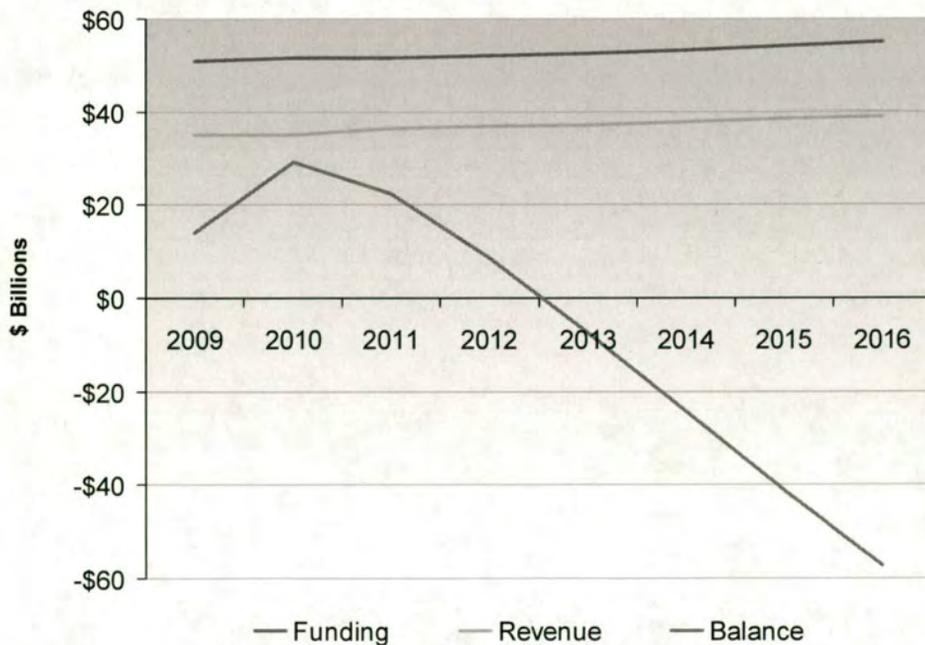
# Oregon State Highway Fund Revenues vs. State Highway Fund Expenditures

(2012-2015)



# Federal Highway Trust Fund Finances

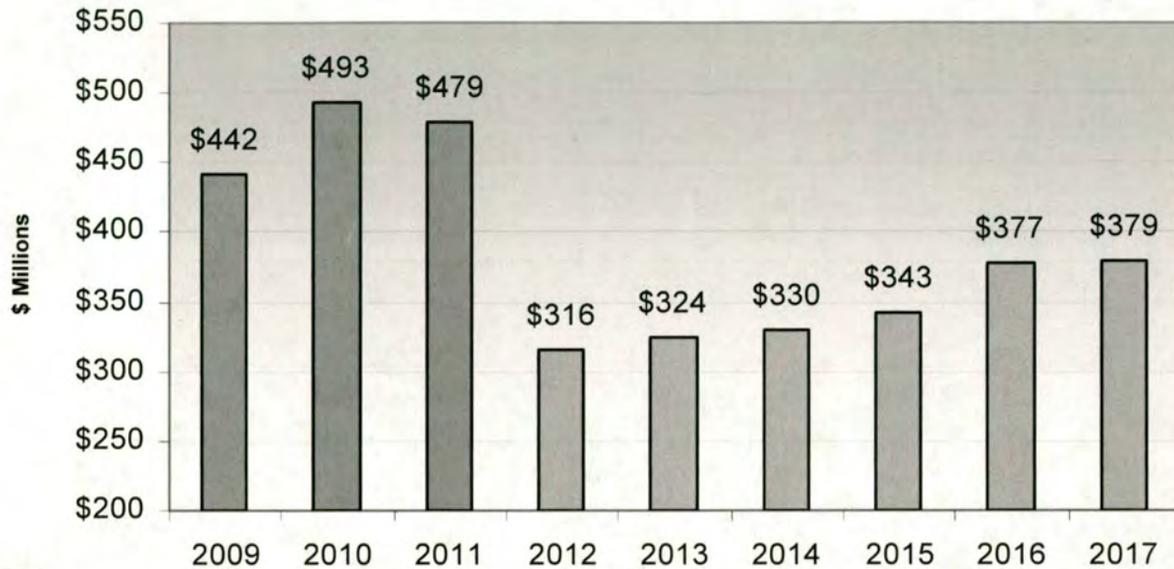
(2009-2016)





# Oregon Federal Highway Funding With No Additional Resources

(2009-2017)

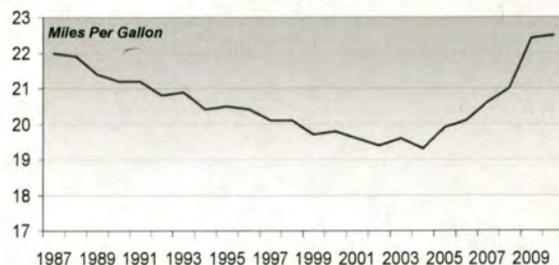


# Future of the Gas Tax

*The gas tax will not be a sustainable long-term source*

- More fuel efficient vehicles will reduce gas tax revenue
- Fuel efficiency of new vehicles has increased 16% since 2004
- Efficiency standards rise to 54.5 mpg in 2025

Light Duty Vehicle Fuel Efficiency  
(By Model Year)





# Multimodal Funding

- Oregon has made significant investments in non-highway modes
- There is no adequate, long-term, sustainable source of funding for non-highway modes
- Non-highway modes will be hard hit if federal funding is cut
- Funding for non-highway modes now competes with need to preserve system condition



# Multimodal Funding Examples

- **ConnectOregon:** \$340 million
- **Portland Metro Light Rail/Streetcar:** \$317 million
- **Recovery Act:** \$70 million (from ODOT share)
- **Flexible Funds:** \$45 million
- **Passenger Rail:** \$13.6 million





Section 2

# Condition of the System



## System Trends

- Highway conditions will worsen
- OTIA strategically addressed 20% of the state bridge needs. 80% bow wave still in ahead of us
- Most of the system is at the tipping point of failure
- Maintenance costs will increase as the system deteriorates





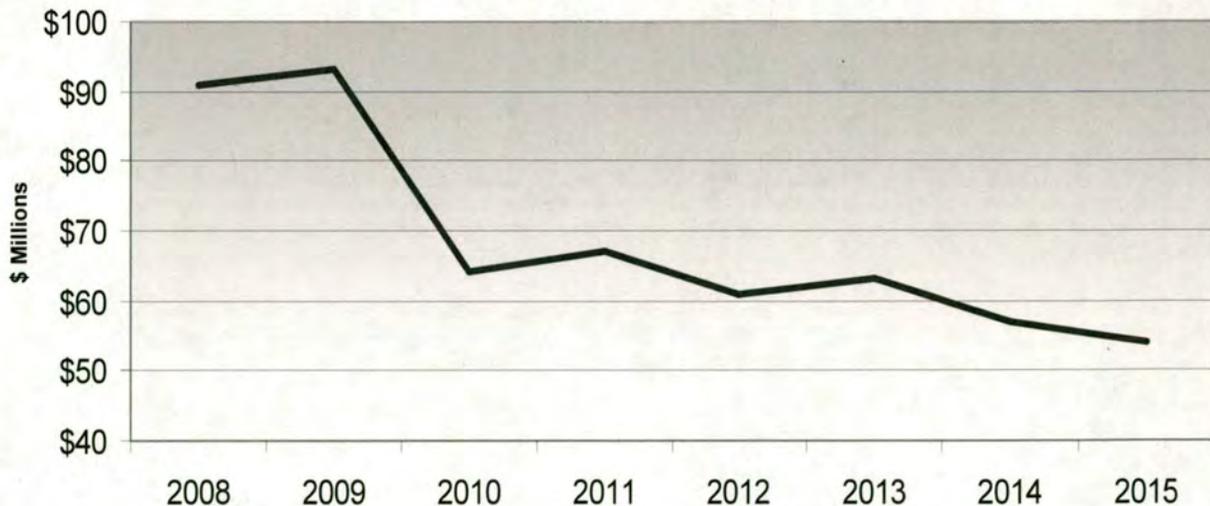
# Bridge Conditions

*Bridge conditions will significantly deteriorate over the next several decades*

- OTIA III State Bridge Program helped bring bridges up to better condition
- 75% of bridges now classified as non-distressed
- OTIA III did not provide long-term sustainable funding for bridges
- Seismic needs are unaddressed

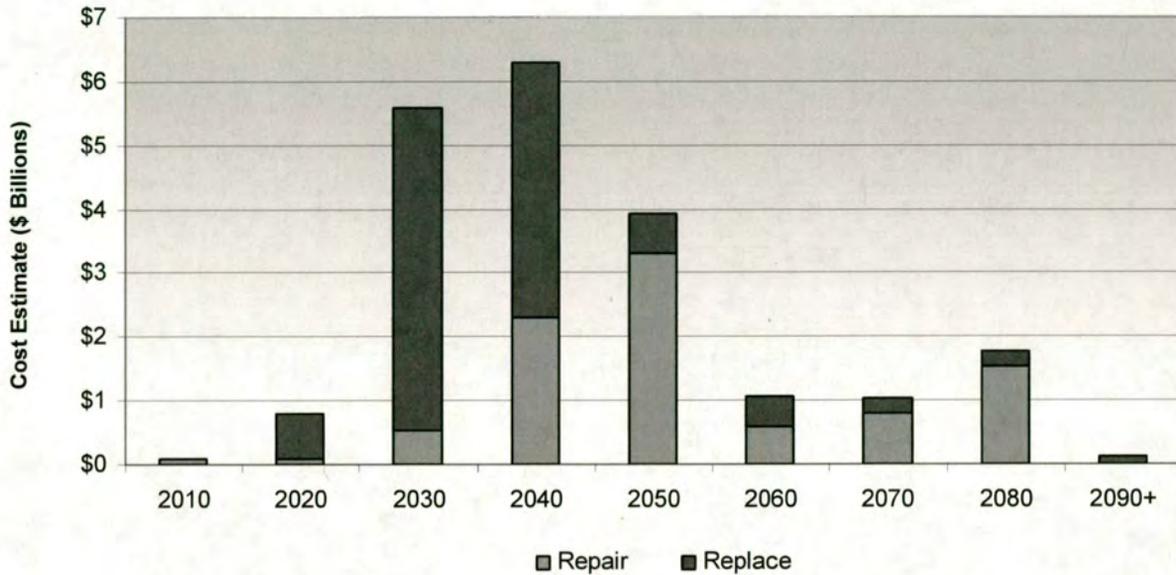


## Statewide Transportation Improvement Program Bridge Funding (2008-2015)

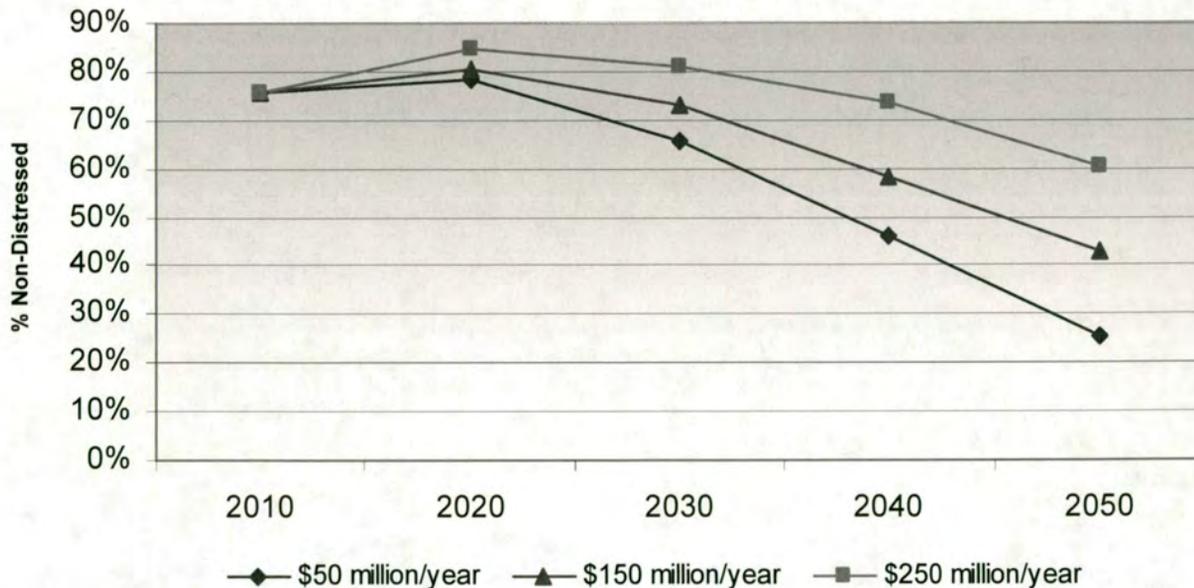




# Bridge Needs By Decade (2010-2090)



# Non-Distressed State Highway Bridges (2010-2050)





## Bridge Preservation Strategies

- Protect high value coastal, historic, major river, and border structures by **acting before cost becomes prohibitive**
- Use **Practical Design** and fund only basic bridge rehabs and rare replacements with bridge funds
- Give priority to **maintaining the highest priority freight corridors**
- Develop **bridge preventive maintenance program** to extend the service life of decks and other components



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## Pavement System Conditions

*Pavement conditions will significantly deteriorate over the next decade*

- **Expected decline in federal funds** has resulted in cuts to Preservation funding
- **Inflation** has significantly reduced purchasing power

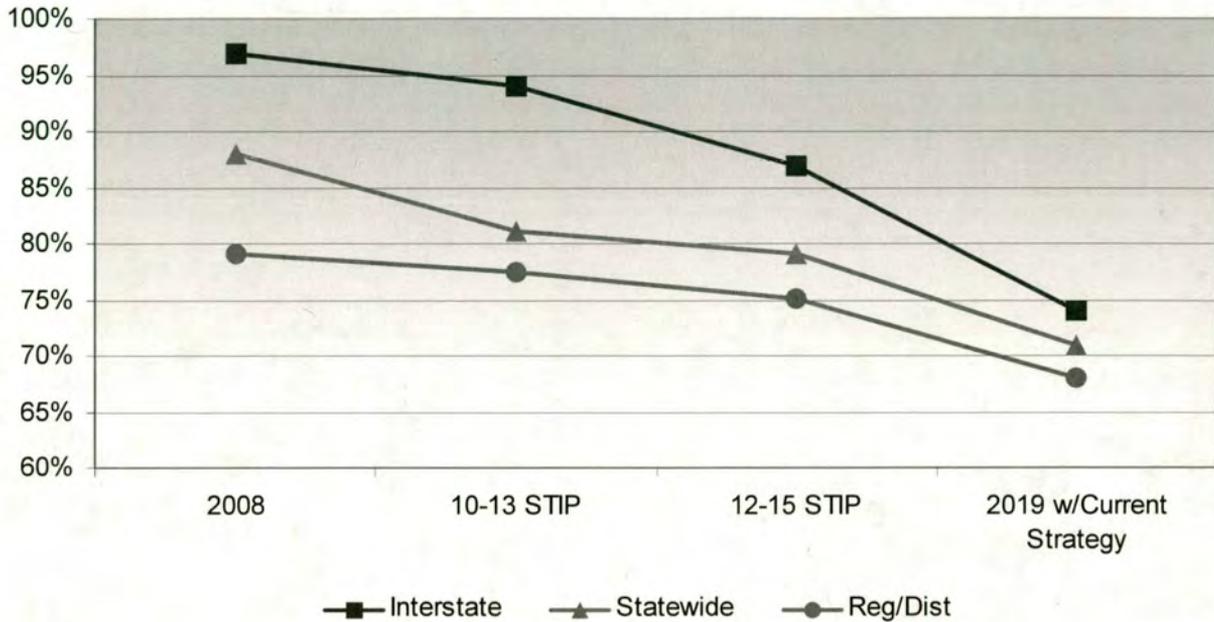


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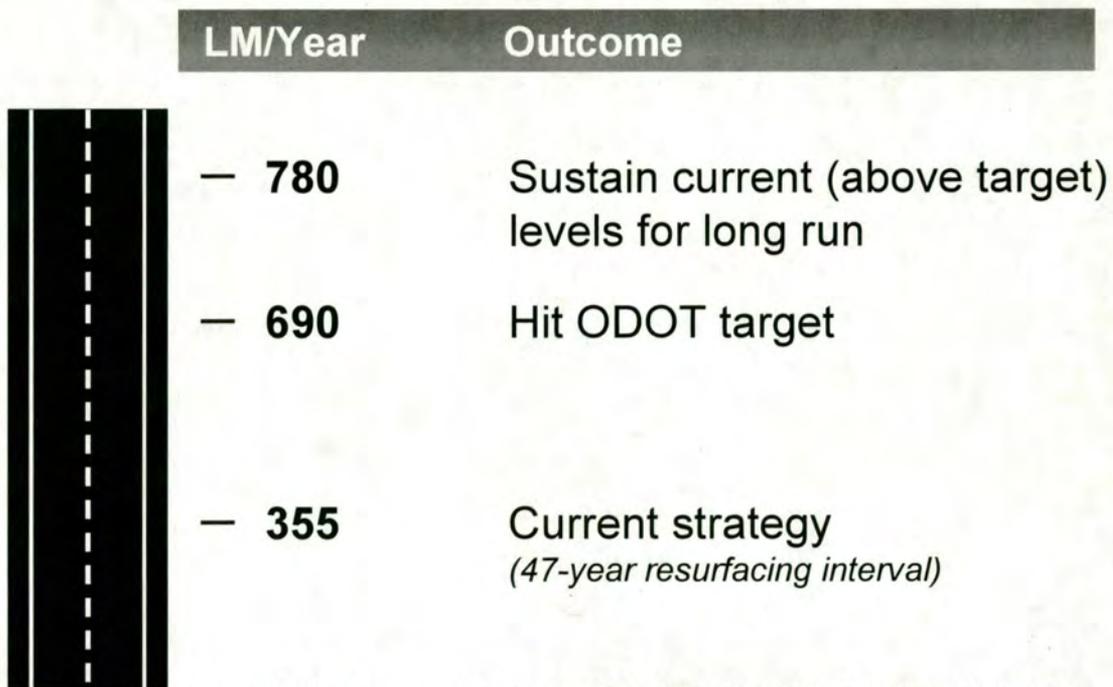


# Percent Pavements Fair or Better

(By Highway Type - 2008-2019)

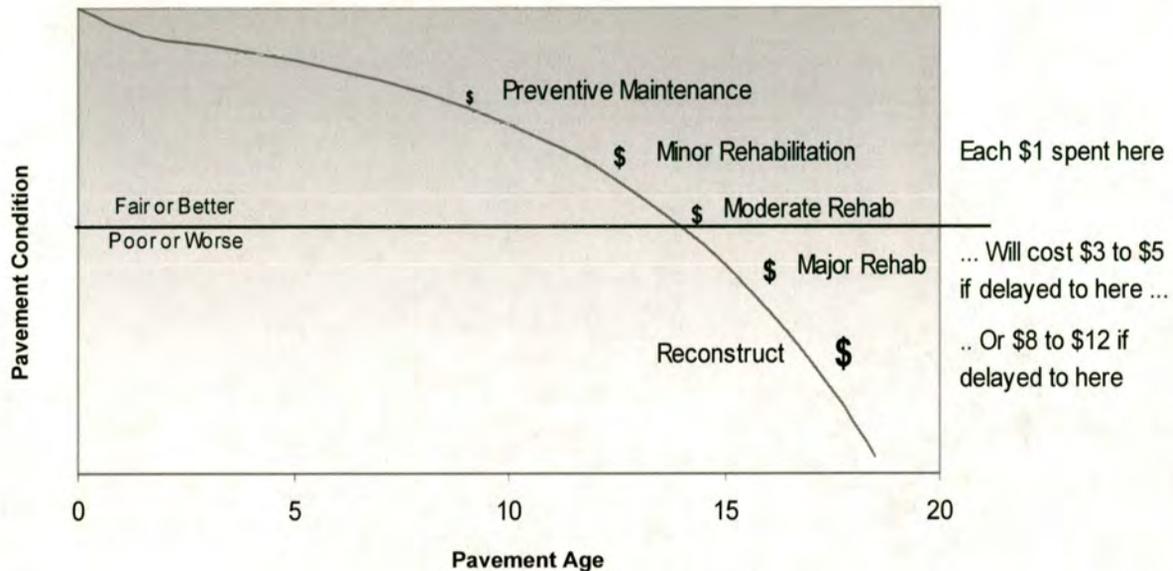


# Lane Mile Strategies





# Pavement Treatment Cost vs. Condition



# Statewide Pavement Strategies

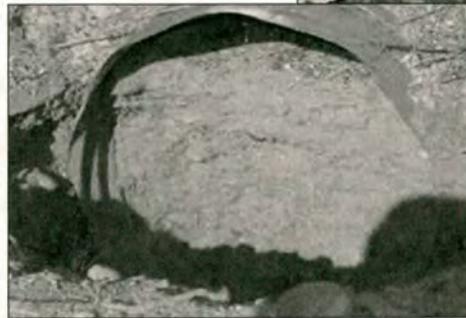
- Re-evaluate the budget split between Interstate and non-Interstate systems
- Add statewide highways under **5,000 ADT to low volume program**
- Pursue a **multilift pavement 1R** program with FHWA
- Implement more **low-cost 1R and chip seal** type treatments
- Focus **Preservation dollars on pavements only**...seek exceptions on some 3R projects





## Culverts

- 31% of assessed culverts were in **poor or critical condition**
- Annual gap between needs and funding is **\$77 million**



## Slides and Rockfall

- Managing unstable slopes is important for **public safety, mobility, and the economy**
- **Current funding of \$7.4 M per year = 25 years to address immediate need sites**
- **More feasible level of \$15 M per year = 12 years to address immediate need sites**





# Bikeways & Walkways



# Bikeways and Walkways

*ODOT maintains about 1,650 miles of urban highways (non-freeway)*

A recently completed inventory of the urban system shows:

- Approximately 56% need sidewalks
- Approximately 60% need bikeways





# Bikeway/Walkway Funding

- **ORS 366.514** requires the provision of bikeways and walkways when roadways are constructed or reconstructed



- **ORS 366.514** also requires that a minimum 1% of the State Highway Fund (state gas taxes, weight-mile taxes, vehicle registration fees, etc.) be spent on bikeway and walkways



# Bikeway/Walkway Funding...

**1% State Highway Fund Projections**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
\$7.1 M	\$7.4 M	\$7.4 M	\$7.1 M

**The money is distributed as follows:**  
 Grants to local agencies = \$2.5 Million  
 The balance is used for sidewalks and bikeways on state highways





# Bikeway/Walkway Funding...

*Other ODOT administered ped/bike funding sources*

## Federal Funding

- *Transportation Enhancement* - USDOT
- *Safe Routes to School* - USDOT
- *Flexible Federal Funds* – OTC



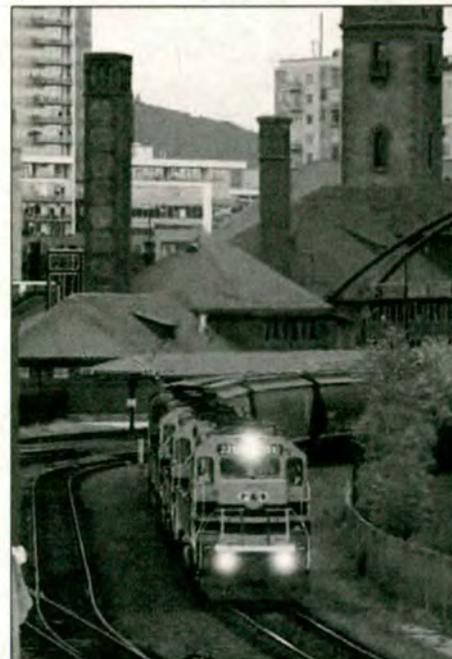
## Other

- *Emerging Small Business Grants* – Office of Civil Rights
- *STIP* - “Modernization” Projects

**These programs contribute between \$9 M - \$12 M annually**



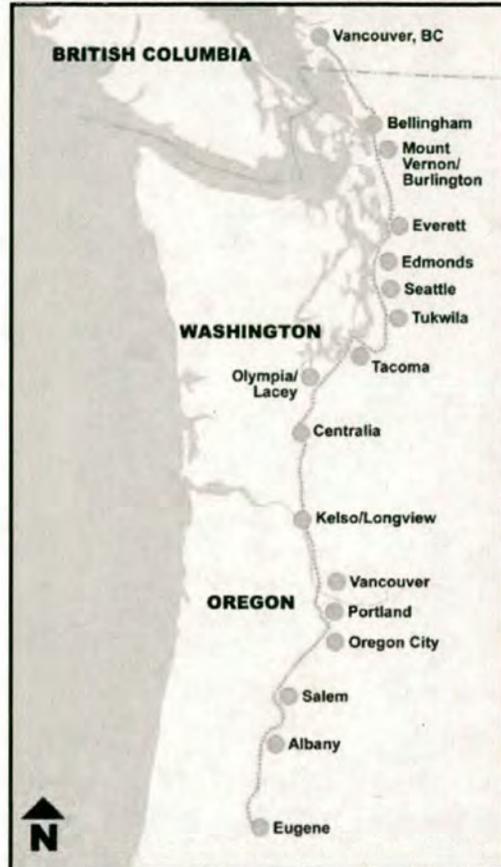
# Passenger and Freight Rail





# Passenger Rail Program

- Pacific Northwest Rail Corridor
- Jointly operated by Oregon, Washington & Amtrak



# Passenger Rail Performance

Year	Ridership	Ticket Sales
2006	628,000	\$17 M
2007	674,000	\$18 M
2008	760,000	\$21 M
2009	740,000	\$21 M
2010	836,000	\$28 M
<b>Increase</b>	<b>+33%</b>	<b>+67%</b>





# Passenger Rail Operations Funding

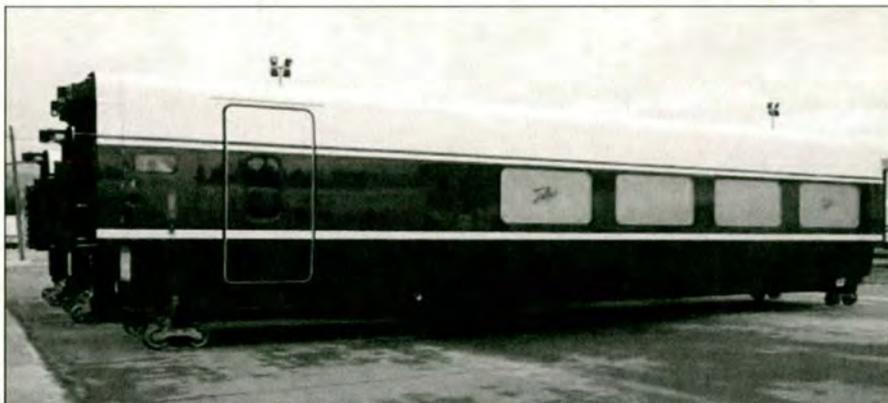


- Cost \$4.5 - \$5 M per year
- Revenue from custom plates and non-dedicated fuels tax
- Future costs uncertain



# Recent Capital Investments

- \$38 M for train sets
- \$19 M for congestion relief and planning





# Uncertainty

- Amtrak costs
- Train maintenance costs
- Expanded service



# Freight Rail Needs

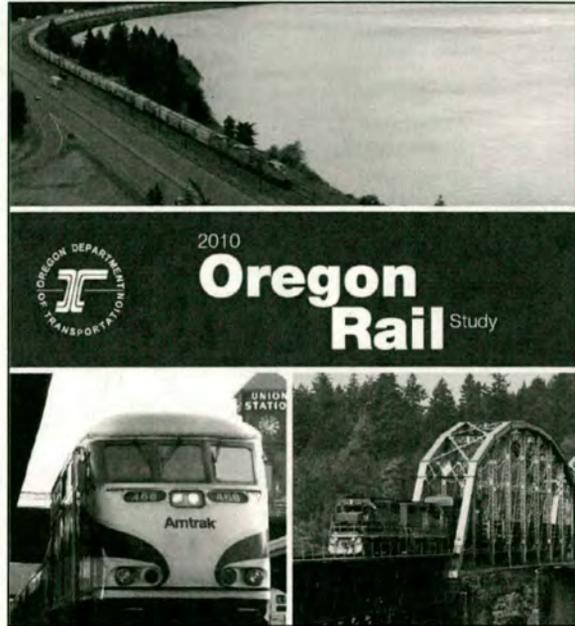
- **Aging infrastructure** - \$324 M - \$2.1 B
- **Facilities** - \$340 M
- **Capacity** - \$1-5 M per mile





## Recent One-Time Investments

- \$135 M  
*ConnectOregon*
- \$16 M ARRA  
Highway
- Oregon Rail Study



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## Next Steps for Passenger Rail

- Oregon Rail Funding Task Force, 2011
- *ConnectOregon* IV, 2012
- Oregon Rail Plan, 2013
- Portland-Eugene Corridor  
Investment Plan, 2014



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# Public Transit



# Critical Public Transit Issues

- Uncertain federal funding levels
- Flat state funding
- Increasing expenditures
- Significant recent infusion for capital... little for operations
- Growing demand (elderly, disabled, low-income)
- Federal program changes said to be coming, program planning uncertain





## Role of Public Transit

- Develop transportation alternatives and sustainable alternative transportation solutions
- Invest in public transportation services by leveraging public and private resources through building cooperative partnerships

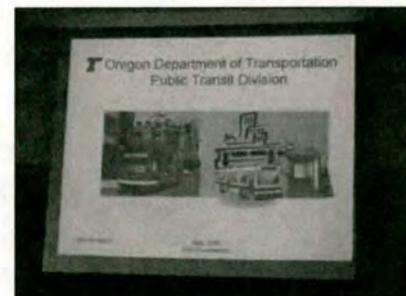


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## Role of Public Transit

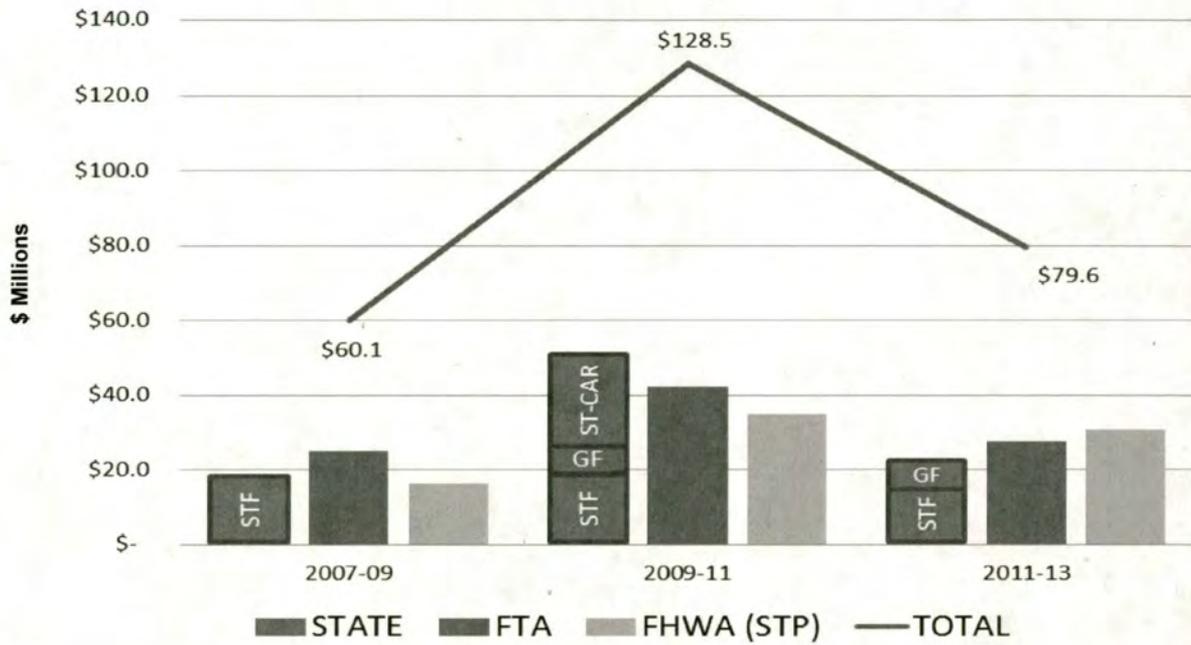
- Promote safe, high quality transportation alternatives to the single occupancy vehicle
- Improve mobility, connectivity and user convenience to make a seamless transportation system



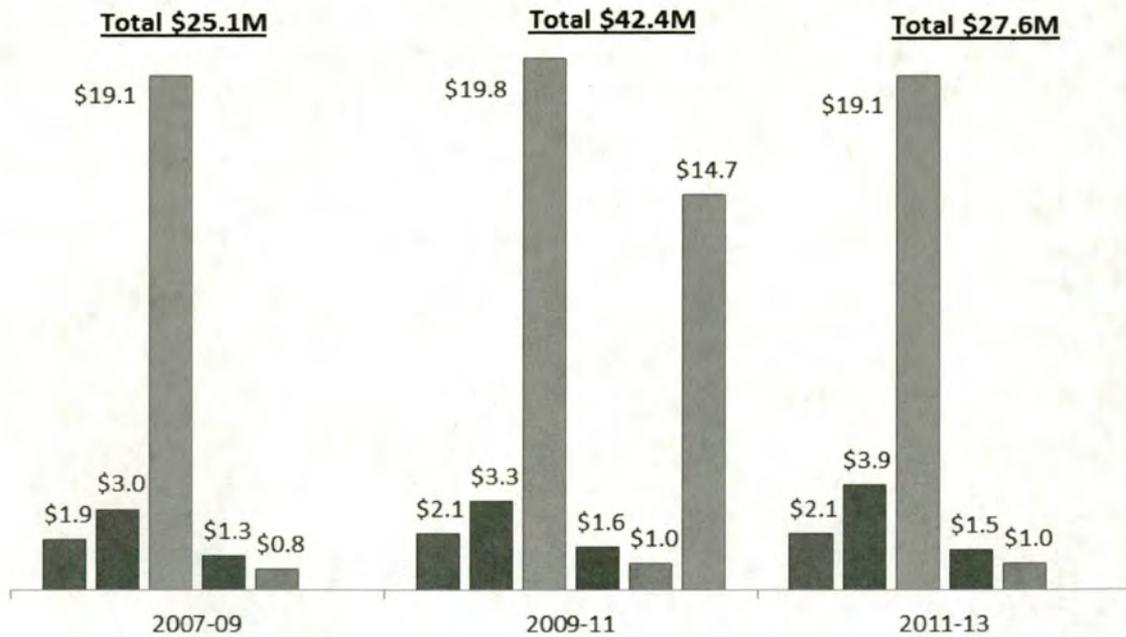
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# Public Transit Funding Sources

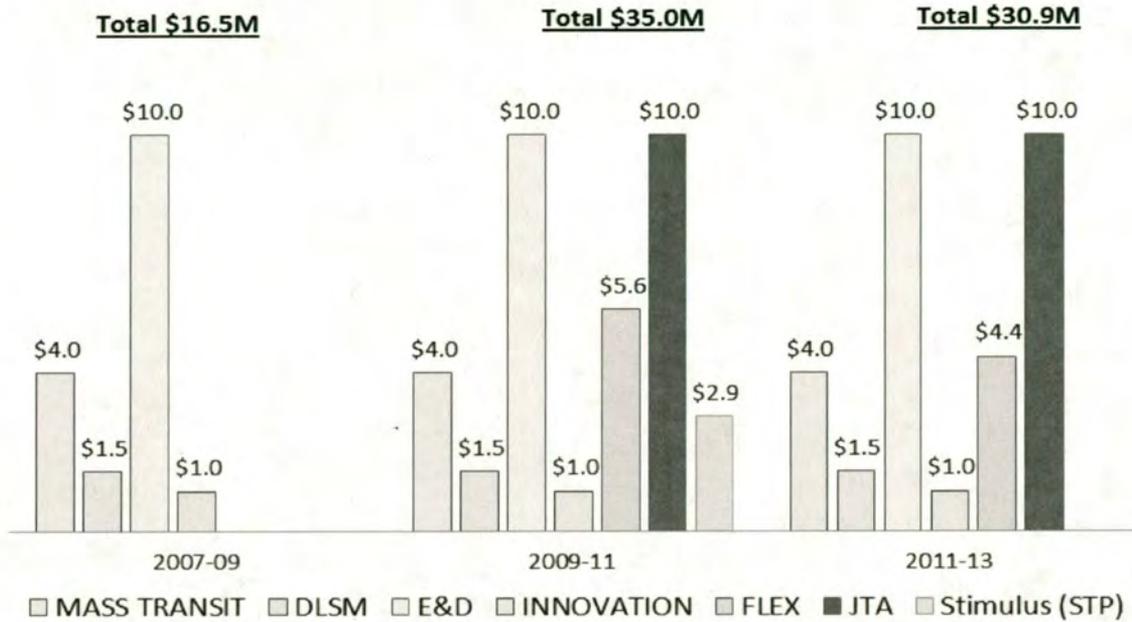


# Public Transit FTA Program

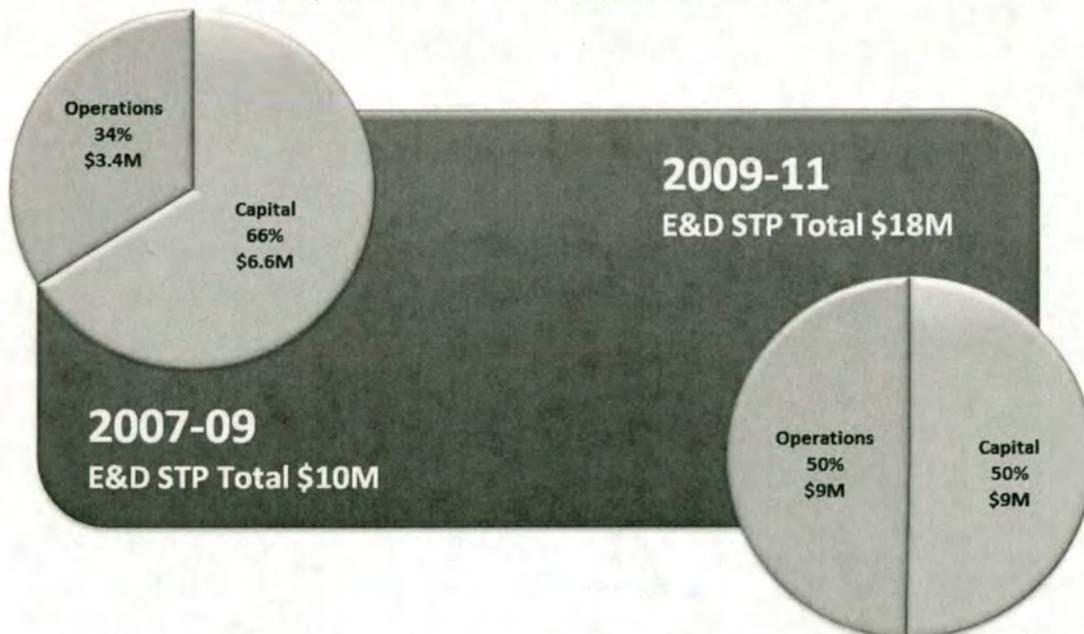




### Public Transit FHWA Program

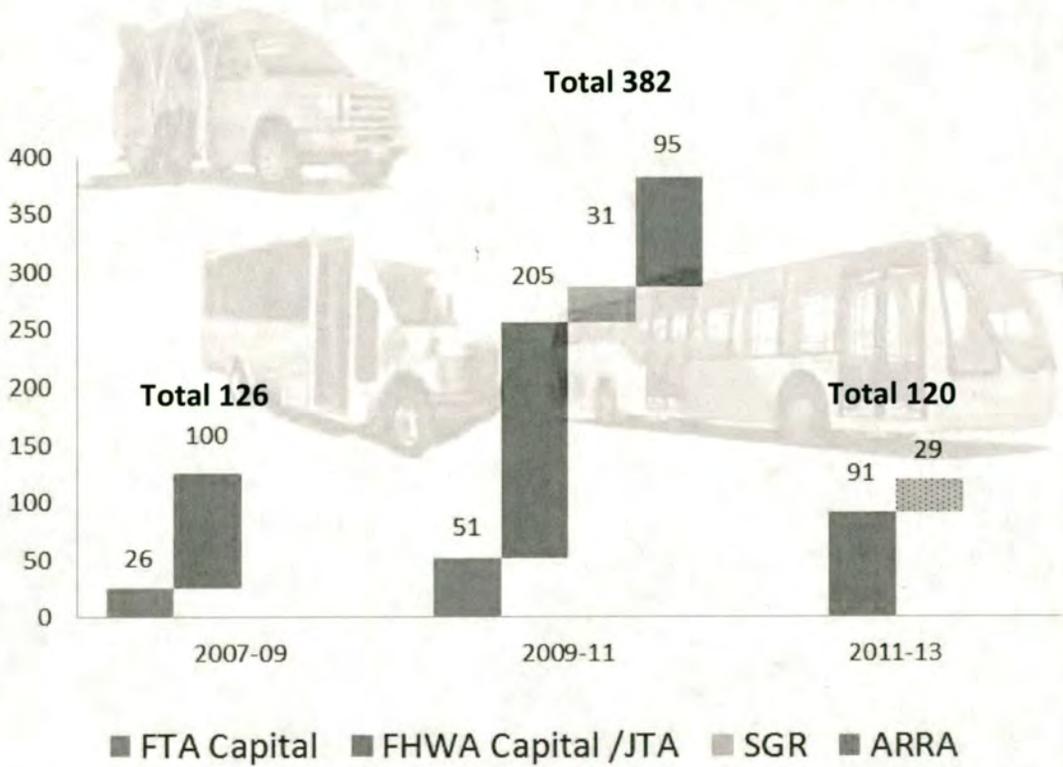


### Surface Transportation Program Capital/Operations Support for Special Needs Transportation

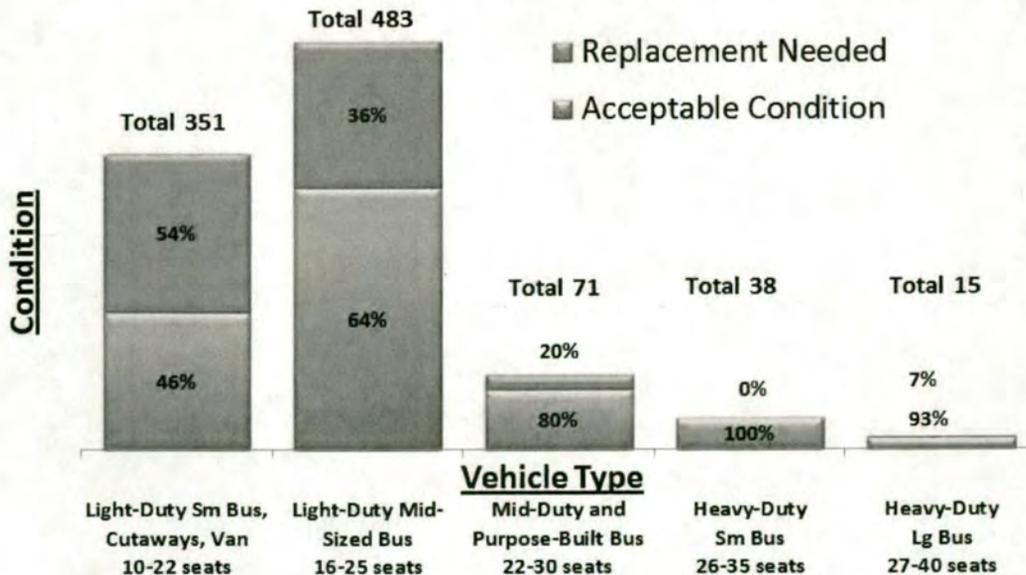




### Public Transit Vehicle Purchase History



### Public Transit Vehicle Inventory Total 976



| Cumulative Acceptable Condition 60% | Cumulative Replacement Needed 40% |



# Issues Facing Transit Providers

## • Increased Costs

- Health and liability insurance
- Tires
- Labor
- Fuel



## • Service Reductions

- Yamhill County 20% service cut at time of 20% increased ridership
- TriMet reduction of 13% service with \$60 M reduction in tax revenues
- LTD reduction of 13% service



# Oregon Public Transportation Ridership (1994-2009)



Source: NTD





## Ridership Needs

- In 2010, Oregonians took 124.5 million rides in urban transit districts and 4.3 million rides in rural areas
- Total trips provided averaged more than 33.5 rides per Oregonian
- 2010 PSU study found that rural transit service may meet only 50% of trip needs, and this gap will continue to increase



## Ridership Needs...

- Only 7% of rural population is served by fixed route at a level that includes weekends or better than one-hour headways
- Approximately 13% of Oregon population is over 65, increasing to 20% by 2030. Those over 85+ are the fastest growing sector.





# Reauthorization & Uncertainty

- Federal transit programs may change, combine or be discontinued.
- States may have more flexibility in meeting public transit demands.
- Resulting programs may be streamlined with less federal regulation.
- We don't know if revenue amounts will go up, go down or stay the same.
- We don't know if match rates will change.
- Timeframe? Anyone's guess!!



## Section 3

# Current Direction





# Where We Are Going

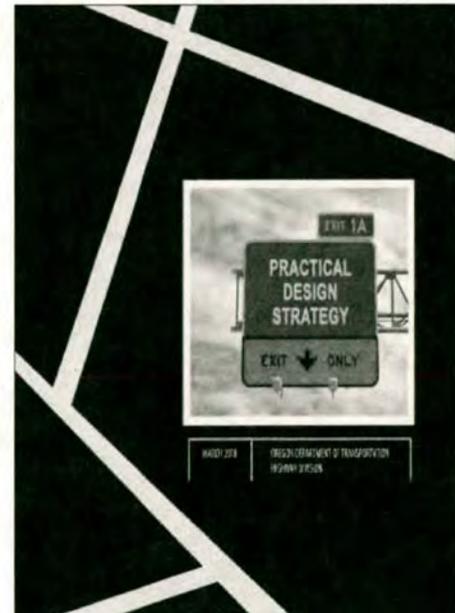
- Maximizing our investment in non-highway modes = **Active Transportation**
- Developing policies and practices (e.g., Practical Design & Least Cost Planning) to maximize our investments
- Right-sizing the agency



# Practical Design Implementation



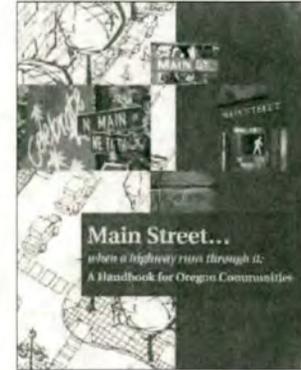
Safety | Corridor Context | Optimize the System | Public Support | Efficient Cost





# Evolution of Practical Design

- ODOT has always been at the forefront of making improvements to Project Delivery
  - Use of multidisciplinary project teams
  - Main Street Handbook
  - Context Sensitive Design
  - Programmatic Permitting



- Practical Design next logical step - "SCOPE"
- Two Critical changes
  - Optimizing the system
  - Efficient cost



# Practical Design Implementation

*ODOT's Highway Design Manual*

## Current Practical Design Elements in HDM

- **1R Program**
  - Pave mainly
  - Asset management approach to safety improvements
  - Guardrail
- **Design Speed**
  - Provides guidance on making appropriate design decisions at specific project location





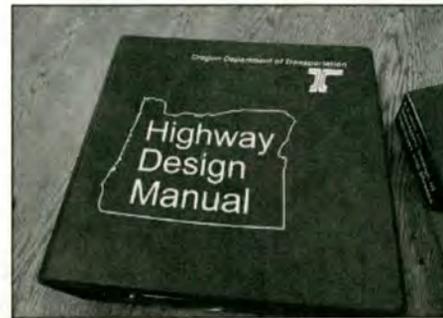
# Practical Design Implementation...

*ODOT's Highway Design Manual*

## Current Practical Design Elements in HDM

- **Design Exceptions**

- Justification and documentation of not attaining full standards
- Number of design exceptions have been cut in half the last two years



- **Urban Design Standards (Special Transportation Areas, Urban Business Areas)**

- Design elements appropriate for central business districts



# Next Steps for Practical Design

*Project Development & Design*

- Continue to incorporate Practical Design into ODOT Culture

- additional training
- infuse Practical Design in manuals  
*(HDM Update in July, 2012)*
- coordination with planning



- Continued improvement in Practical Design documentation and tools

- Working with FHWA, continued focus on “System and Corridor” approach to design elements and roadway features





# Oregon Tort Claims Act

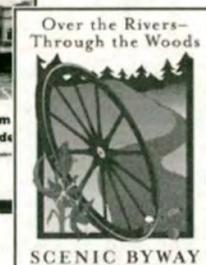
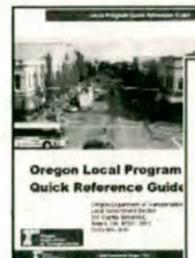
*ODOT Engineers Liability Protection*

## Practical Design Emphasis

- *Project safety is considered within context of system and corridor safety*



# Active Transportation





# Active Transportation Section

*Bringing Focus to a Multi-Modal Organization*

## Created section on July 2011

- Bring **efficiencies** in how we manage programs (Flex, Connect, TE, Bike/Ped...)
- Begin to develop **common management** and synchronized selection process
- Ensure **common critical selection criteria** in each program to be more strategic in our projects
- Eventually, look to **fold transit and passenger rail** into this unit and transform the regions into *Transportation Regions*



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# Dedicated Funding for Non-Roadway Transportation

- Initiated by the Governor's Office with support from *Smart Growth America* and *Oregon Consensus Program*
- Objective is to aid transportation providers and stakeholders in a consensus conversation around the development and implementation of a plan to find non-roadway transportation projects and programs



72



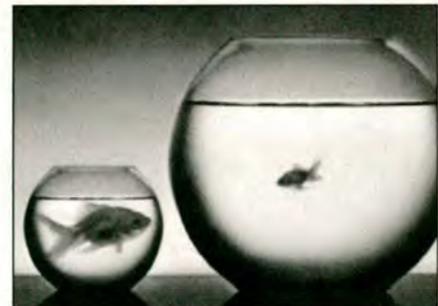
## Dedicated Funding for Non-Roadway Transportation...

- Currently finalizing the list of task force members
- Key work items include:
  - Analyze current funding needs, current legal and administrative structures, and strategies used in other states
  - Develop a matrix of alternatives to a dedicated funding source for non-roadway transportation projects and programs



## Organization Right-Sizing

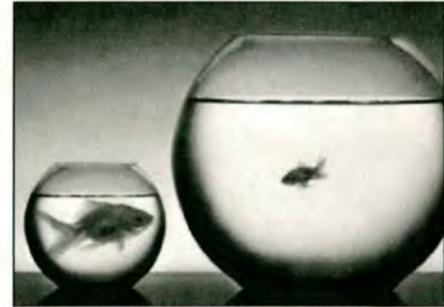
- Operating costs and employee overhead costs continue to increase faster than expected
- Reduce daily operating costs by 5% by 2015 (225 positions)
- With planned federal funding being reduced by 30%, project delivery staff (design/const.) is being reduced by a corresponding amount (150-200 positions)





## Organization Right-Sizing...

- Several organizational and operational changes will be happening during these reductions
  - Closing construction offices and other facilities
  - Consolidating maintenance districts
  - Consolidation functions in DMV, MCTD, TDD, and Central Services



75



## Summary

- Oregon made **significant investments in all modes of transportation** in the last decade
- **No adequate long-term funding source** exists to continue current investments in non-highway modes
- Highway **funding is declining and insufficient** to meet system needs



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## Summary...

- The **system will deteriorate** at current funding levels
- **New strategies** are being implemented to maximize our investments
- Our staffing and budget levels **are being reduced** to match projected revenues





# The State of Transportation in Region 1



Washington County Coordinating Committee

October 10, 2011



## ***Today, I want to provide:***

- Transportation Funding – Where we've been.
- An overview of ODOT's work in Region 1 – Where we are today.
- A general forecast of projected transportation funding and the challenges ahead





# ODOT's Mission

*Provide a safe, efficient transportation system that supports economic opportunity and livable communities*



**Preservation and Maintenance**



**Modernization**



**Operations**



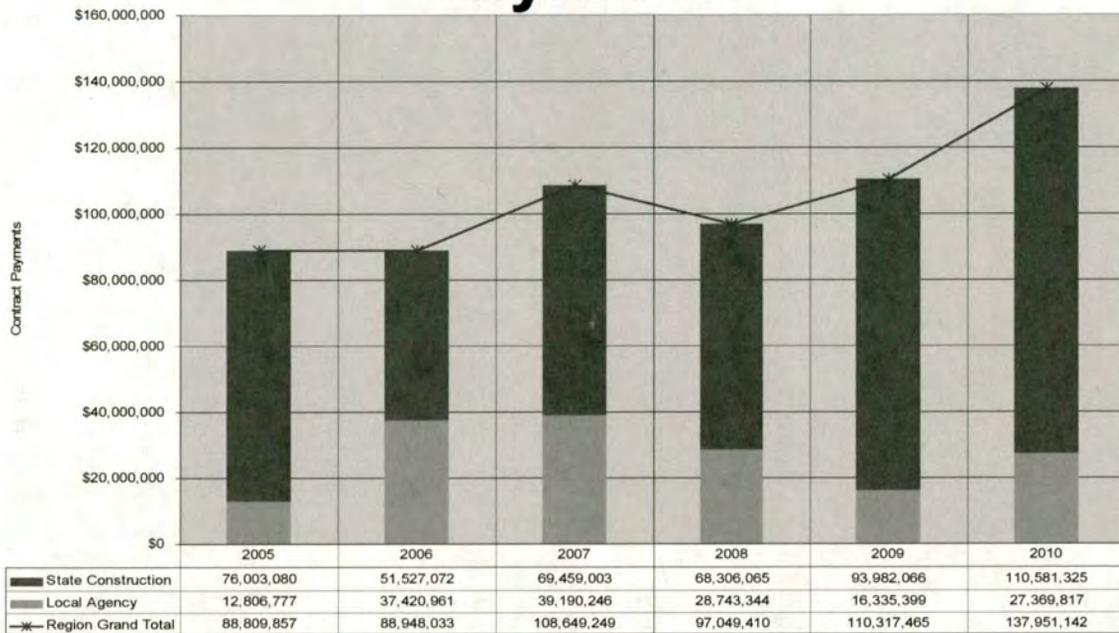
**Safety**



## Delivering Projects Across the Region



# Region 1 Construction Contract Payments



# Job Creation

- Between 2009 and 2011 the average number of jobs sustained by the OTIA bridge program was 2,300 per year.
- ARRA contributed more than \$470 million to the Oregon economy through various transportation projects.





## Multimodal Approach



- ConnectOregon I, II and III used lottery bonds to fund 31 air, rail, marine and transit projects in Region 1.
- ODOT established a new Flex Funding program for bicycle, pedestrian and transit projects.



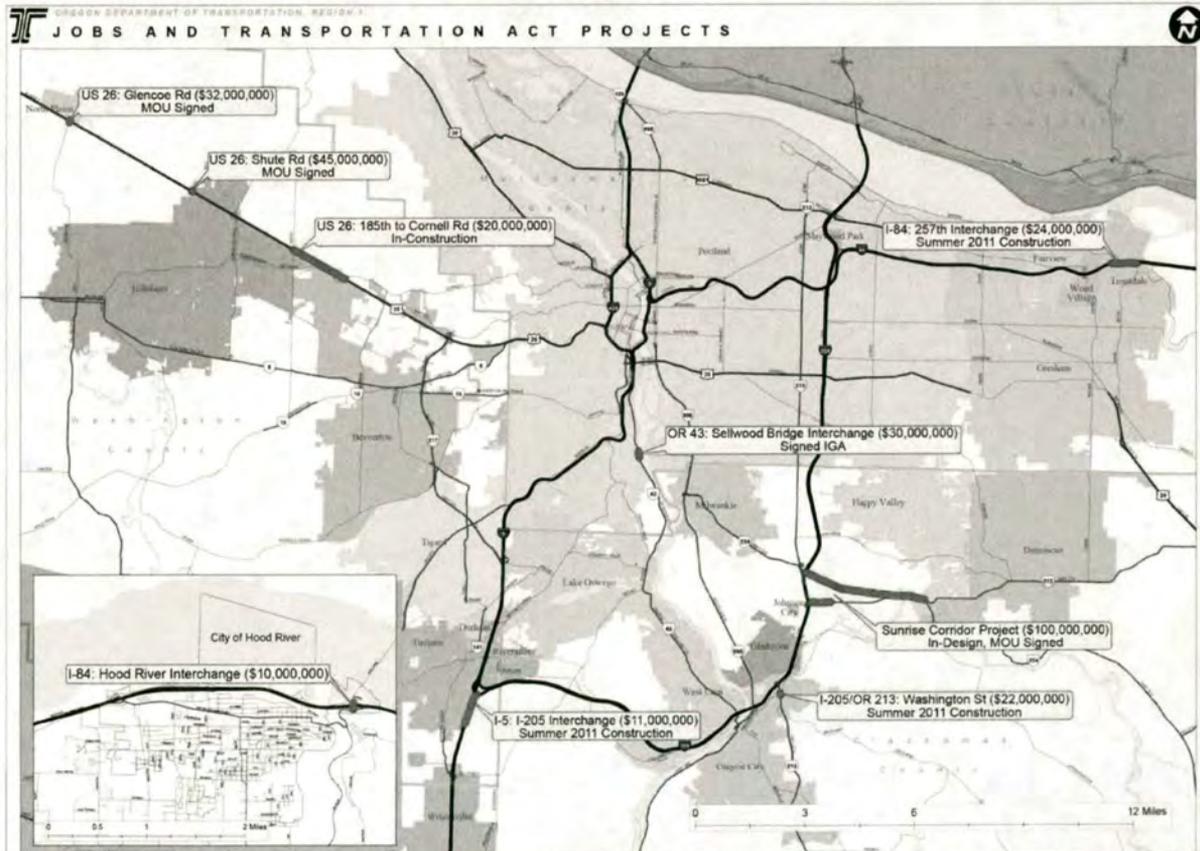
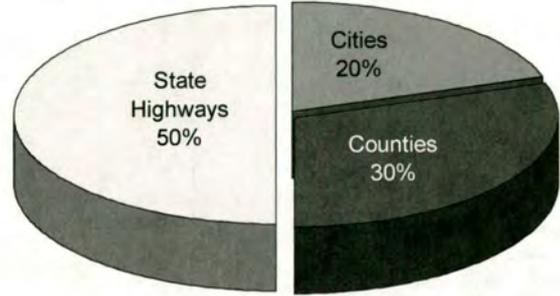
## Funding Overview



# Jobs and Transportation Act

- HB 2001 was adopted by the 2009 Legislature
- Provided funding for 37 specific highway projects (8 of which are in Region 1)
- Raised Oregon's fuel tax by 6 cents effective January 1, 2011

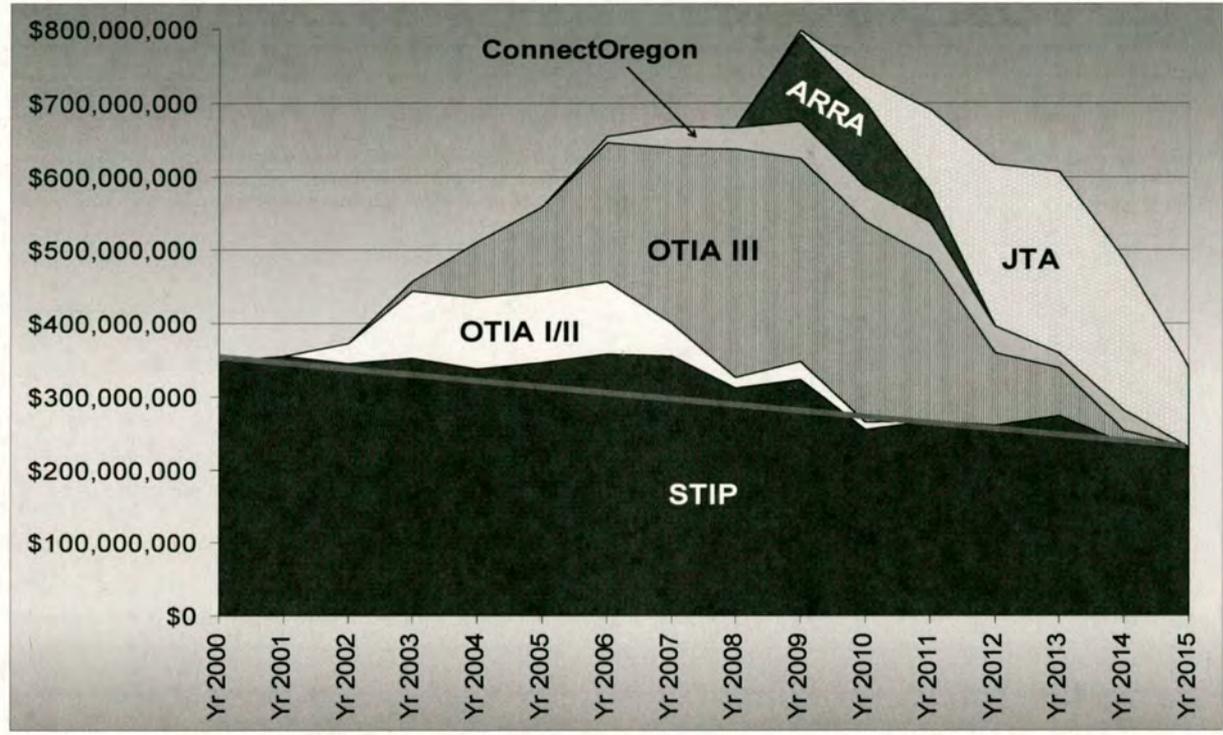
## County, City and State JTA Revenue Distribution



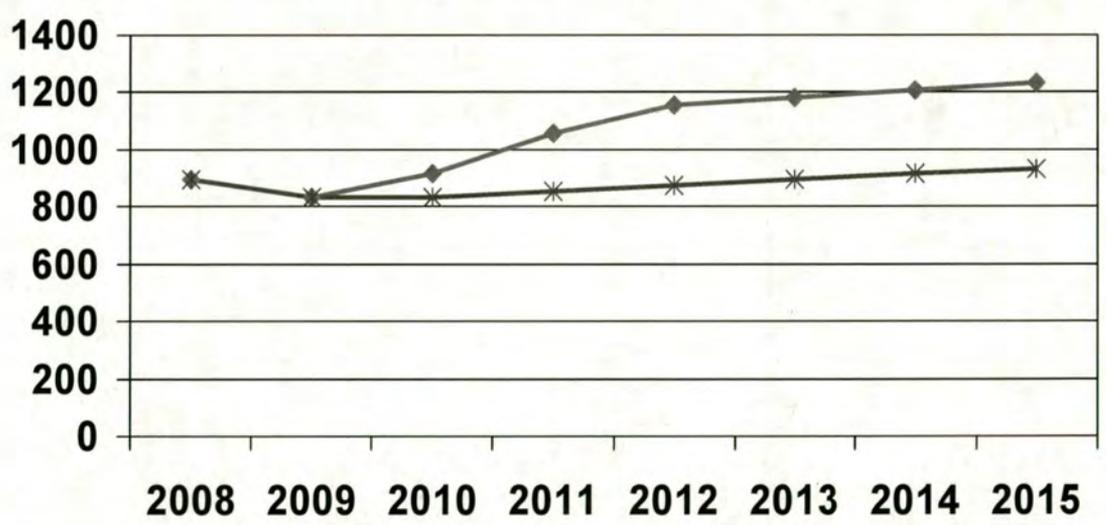


# ODOT Capital Program

(2000-15)



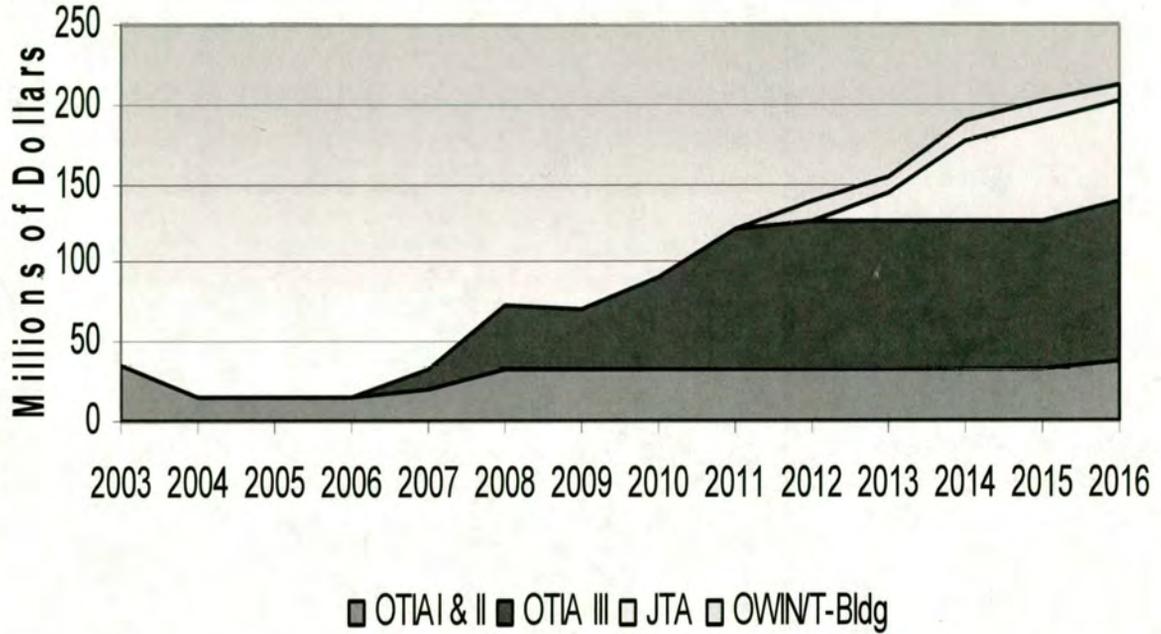
# Highway Revenue Projections



- ◆ Gross Hwy Revenues
- \* Gross Hwy Revenues Without JTA

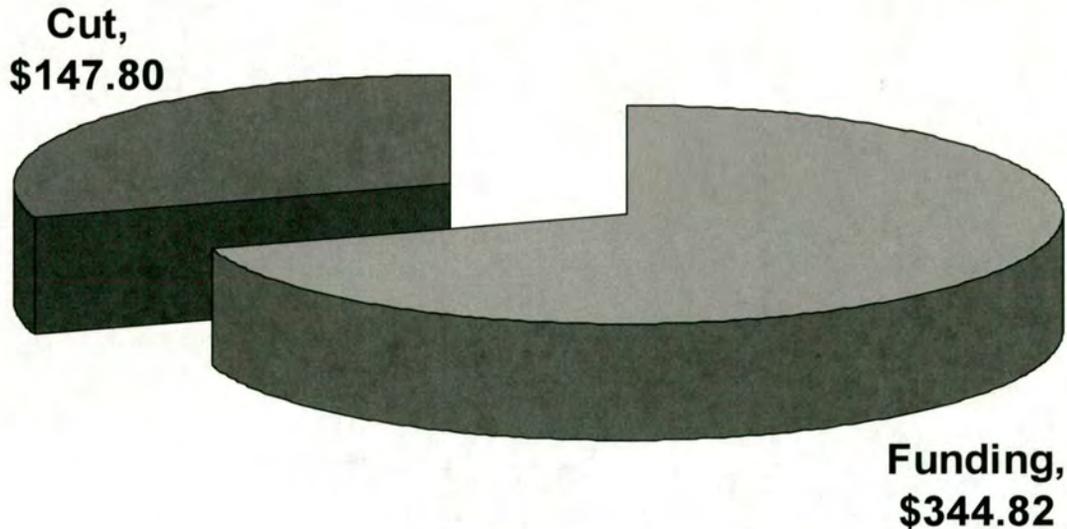


# ODOT Highway Fund Debt Service



# Oregon's Annual Federal Highway Program Funding

(In Millions)



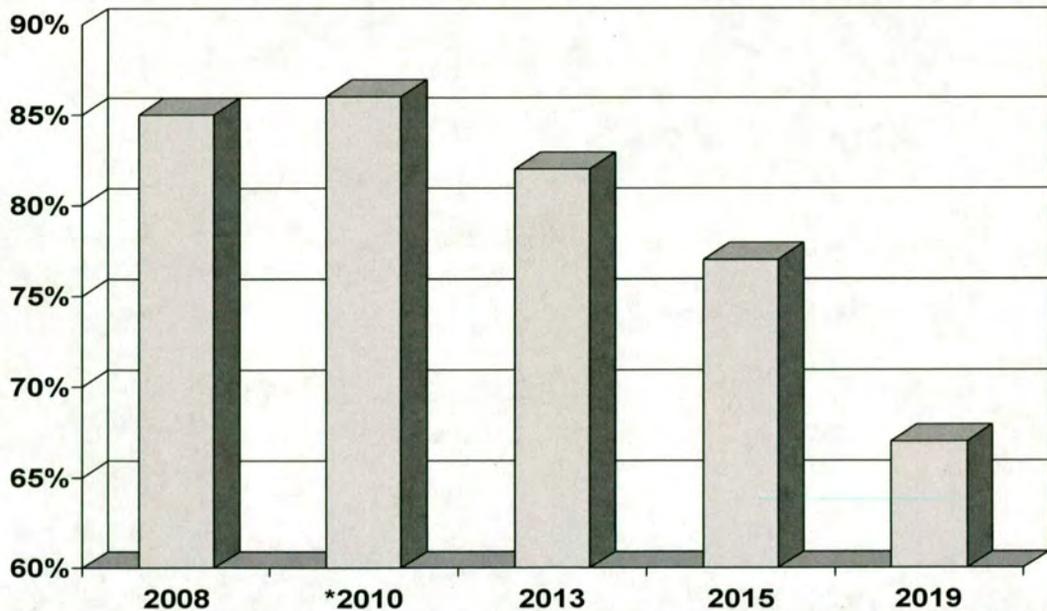


# Challenges Ahead



## Percent of Pavements Fair or Better

(All Highways 2008-2019)





# Pavement Conditions



Good



Fair



Poor



Very Poor



# Bridge Conditions

*While our bridges are currently in relatively good shape, conditions will significantly deteriorate over the next several decades*



The largest portion of our bridges were built prior to 1970



1,500 bridges will reach the end of their design life by 2020



27% of these are one point away from FHWA "structural deficient"





## Reduction of Programs and Services

- Reduction of Workforce 2% - 2013, 5% - 2015
- Maintenance Redistricting – Consolidation of District 2A with District 1 (Astoria) and District 2B (Portland)
- Reduction of Services (Furloughs) – 10 Days Office Closure
- \$0 - Modernization Funding for STIP
- Reduction in other programs (Connect OR IV)
- Closure of Rest Areas proposed



## Maintaining Our System With Less





# Repairing Pavement Early to Reduce Cost



Each \$1 spent improving pavement in fair or better condition will cost:

- \$3 to \$5 if spent on pavement once it deteriorates to poor or worse condition and
- \$8 to \$12 if spent on total reconstruction



# Right-Sizing Projects



- Glencoe Road Interchange
- Highway 217 Congestion Mitigation



## Looking Ahead

- In the short-term we will be making our budgets stretch further by focusing on preservation and maintenance and getting more out of our existing system.
- In the long-term we need to continue a public conversation about transportation needs, funding and our community and regional priorities.



## Discussion...



### My Contact Information

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David.kim@odot.state.or.us

### Additional Resources

[www.oregon.gov/ODOT](http://www.oregon.gov/ODOT)

1-888-ASK-ODOT (1-888-275-6369) or

AskODOT@odot.state.or.us



# Federal Funding Briefing Paper

OREGON DEPARTMENT OF TRANSPORTATION

**E**ach year the federal government provides ODOT, local governments, and transit districts in Oregon over half a billion dollars in formula funding under the federal highway and transit programs. This funding comes from the federal Highway Trust Fund, which receives most of its revenue from the federal gas and diesel taxes, as well as from fees on heavy trucks.

The federal gas and diesel taxes have not been raised since 1993, and Highway Trust Fund revenues have declined significantly since 2007 as a result of economic conditions and reductions in driving due to high gas prices. At the same time, funding levels under the federal surface transportation programs have increased faster than revenues; as a result, revenues now lag significantly behind funding levels. In federal Fiscal Year 2010, the federal surface transportation programs committed over \$51 billion in funding from the Highway Trust Fund. However, revenues into the Highway Trust Fund totaled just \$35 billion—a difference of more than \$16 billion.

Because spending has been higher than revenues for a number of years, the Highway Trust Fund has exhausted its balances several times in the last few years. Starting in the fall of 2008, Congress has stepped in on three occasions and provided infusions of general fund resources totaling about \$35 billion. As a result of these

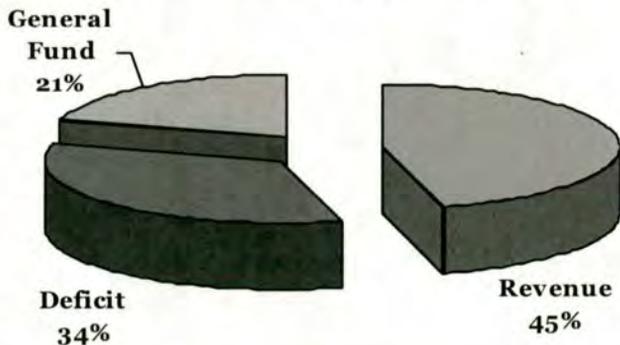
transfers, the Trust Fund has balances that could sustain current funding levels into 2012 or 2013 before the balances once again hit zero.

When the Trust Fund's balances run out, Congress will be forced to either find additional revenue—whether through a fourth infusion of general fund resources, an increase in user fees or some other source—or cut funding for highway and transit programs to levels supported by revenue flowing into the Trust Fund. An increase in the gas tax of about 10 cents per gallon or an annual general fund transfer of about \$15 billion would likely be necessary to sustain funding at current levels in the long-term. Given the current fiscal and political situation, transferring additional resources into the Highway Trust Fund could be difficult, and increasing the gas tax could be even more challenging.

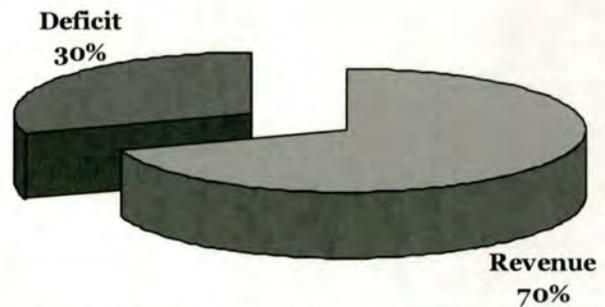
### Potential Cuts

If additional resources aren't made available when the Highway Trust Fund's balances are exhausted, steep cuts would have to be made to the highway and transit programs. In federal FY 2010, the Trust Fund's Highway Account took in enough revenue to cover about 70 percent of its \$43 billion in funding commitments, so highway program funding could be slashed by about 30 percent when the Highway Account's balances are exhausted.

### Transit Program Funding



### Highway Program Funding



*In federal FY 2010, revenue flowing into the Highway Trust Fund (primarily from the federal gas and diesel tax) covered only 45 percent of funding levels for the federal transit program and 70 percent of funding for the highway program. The remainder is being drawn from balances in the Highway Trust Fund that will be exhausted by 2013, with some funding from the General Fund for transit. This imbalance between Trust Fund revenues and funding levels leaves both programs vulnerable to cuts.*

# Federal Funding Briefing Paper

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The transit program's long-term finances are in worse shape. In federal FY 2010 revenue flowing into the Mass Transit Account covered just 45 percent of total transit program funding of \$10.5 billion, or 57 percent of the transit programs paid for from the Highway Trust Fund. The remainder of transit funding was drawn from balances in the Mass Transit Account and from \$2.2 billion in general fund commitments, primarily for the New Starts program for fixed guideway transit projects such as light rail and bus rapid transit. With this major imbalance, transit could see deep cuts.

The political and fiscal challenges of sustaining funding at current levels indicate that transportation agencies should be prepared for deep cuts. Congressman John Mica, who serves as the Chairman of the House Transportation and Infrastructure Committee, has proposed a six-year surface transportation authorization bill that would cut program funding to the level supported by the revenues flowing into the Trust Fund. Under this proposal, highway and transit funding would fall from around \$51 billion in FY 2011 to about \$34 billion in 2012, a one-third reduction.

## Implications for Oregon

Under the Mica proposal, ODOT estimates that Oregon's annual highway program funding would fall by \$150-175 million. ODOT estimates that every million dollars invested in highway construction sustains more than 11 jobs in construction and related industries and throughout the economy. At this rate of job creation, this reduction in federal funding could cost Oregon's struggling economy 1650-1900 jobs.

## Impact on the State Highway System

Because ODOT foresaw the fiscal challenges facing the Highway Trust Fund when it was developing the 2010-13 Statewide Transportation Improvement Program (STIP), the agency assumed a reduction of about 20 percent in federal highway formula funding. ODOT has already downsized its future construction program, reducing funding for the Modernization program in the next STIP to the minimum required by state law and cutting funding for the Bridge and Preservation pro-

grams.

As a result of these program reductions, pavement conditions will begin to deteriorate and no new funding will be available for projects to expand highway capacity in 2014-2015. However, if a full one-third funding cut is imposed, ODOT will likely need to cut or delay a significant number of projects that are already included in the STIP.

## Impact on Local Governments

Local governments receive about 25 percent of Oregon's total highway formula program funding. Every county, metropolitan planning organization (MPO) and city with a population over 5000 that is not in an MPO receives an allocation of federal Surface Transportation Program funds, and ODOT also shares federal funding from the Bridge Program, Transportation Enhancements, Congestion Mitigation and Air Quality Improvement Program (CMAQ), and a number of other programs.

All told, local governments receive well over \$100 million per year in federal highway funding. If funding is cut by one-third, local governments could see a reduction in federal highway funding that could reach \$30-40 million.

## Impact on Transit Providers

Oregon's transit providers could be especially hard hit if federal funding falls to levels supportable by revenues flowing into the Mass Transit Account. This could cause a funding reduction of 40 percent, which would significantly impact urban systems that use federal funding for capital projects and to purchase buses; some rural providers that use federal assistance to cover operating costs may be forced to close their doors.

The New Starts program, which is funded by the general fund rather than the Mass Transit Account, may also be targeted for cuts, making it more difficult to fund important new light rail and bus rapid transit projects in urban areas.

August 2011

# SUMMARY OF MOVING AHEAD FOR PROGRESS IN THE 21<sup>ST</sup> CENTURY (MAP-21)

## Bill Highlights

- Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) reauthorizes the Federal-aid highway program at the Congressional Budget Office's baseline level—equal to current funding levels plus inflation—for two fiscal years.
- MAP-21 consolidates the number of Federal programs by two-thirds, from about 90 programs down to less than 30, to focus resources on key national goals and reduce duplicative programs.
- Eliminates earmarks.
- Expedites project delivery while protecting the environment.
- Creates a new title called “America Fast Forward,” which strengthens the Transportation Infrastructure Finance and Innovation Program (TIFIA) program to leverage federal dollars further than they have been stretched before.
- Consolidates certain programs into a focused freight program to improve the movement of goods.

## Authorizations and Programs

MAP-21 continues to provide the majority of Federal-aid highway funds to the states through core programs. However, the core highway programs have been reduced from seven to five, as follows:

- **National Highway Performance Program [New core program]** – This section consolidates existing programs (the Interstate Maintenance, National Highway System, and Highway Bridge programs) to create a single new program, which will provide increased flexibility, while guiding state and local investments to maintain and improve the conditions and performance of the National Highway System (NHS). This program will eliminate the barriers between existing programs that limit states' flexibility to address the most vital needs for highways and bridges and holds states accountable for improving outcomes and using tax dollars efficiently.
- **Transportation Mobility Program [New core program]** – This program replaces the current Surface Transportation Program, but retains the same structure, goals and flexibility to allow states and metropolitan areas to invest in the projects that fit their unique needs and priorities. It also gives a broad eligibility of surface transportation projects that can be constructed. Activities that previously received dedicated funding in SAFETEA-LU, but are being consolidated under MAP-21, will be retained as eligible activities under the Transportation Mobility Program.
- **National Freight Network Program [New core program]** – Our nation's economic health depends on a transportation system that provides for reliable and timely goods movements.

Unfortunately, the condition and capacity of the highway system has failed to keep up with the growth in freight movement and is hampering the ability of businesses to efficiently transport goods due to congestion.

MAP-21 addresses the need to improve goods movement by consolidating existing programs into a new focused freight program that provides funds to the states by formula for projects to improve regional and national freight movements on highways, including freight intermodal connectors.

- **Congestion Mitigation and Air Quality Improvement Program [Existing core program]**  
The Congestion Mitigation and Air Quality Improvement (CMAQ) Program provides funds to states for transportation projects designed to reduce traffic congestion and improve air quality.

MAP-21 improves the existing CMAQ program by including particulate matter as one of the pollutants addressed, and by requiring a performance plan in large metropolitan areas to ensure that CMAQ funds are being used to improve air quality and congestion in those regions.

Reforms the Transportation Enhancements program with more flexibility granted to the states on the use of the funds within the program.

- **Highway Safety Improvement Program [Existing core program]** – MAP-21 builds on the successful Highway Safety Improvement Program (HSIP). MAP-21 substantially increases the amount of funding for this program because of the strong results it has achieved in reducing fatalities. Under HSIP, states must develop and implement a safety plan that identifies highway safety programs and a strategy to address them.
- **Transportation Infrastructure Finance and Innovation Program (TIFIA)** – The TIFIA program provides direct loans, loan guarantees, and lines of credit to surface transportation projects at favorable terms. TIFIA will leverage private and other non-federal investment in transportation improvements.

Included in the “America Fast Forward” title of MAP-21 will be provisions that build upon the success of the TIFIA program. MAP-21 modifies the TIFIA program by increasing funding for the program to \$1 billion per year, by increasing the maximum share of project costs from 33 percent to 49 percent, by allowing TIFIA to be used to support a related set of projects, and by setting aside funding for projects in rural areas at more favorable terms.

- **Projects of National and Regional Significance Program** –This bill authorizes a program to fund major projects of national and regional significance which meet rigorous criteria and eligibility requirements. This program authorizes for appropriation \$1 billion in Fiscal Year 2013.
- **Federal Lands and Tribal Transportation Highways Programs** – MAP-21 consolidates the existing program structure by creating a new Federal lands and tribal transportation program. The bill maintains funding for maintenance and construction of roads and bridges that are vital to the federal lands of this country.
- **Territorial and Puerto Rico Highways Program** –This program provides funds to the U.S. territories and Puerto Rico to construct and maintain highway, bridge, and tunnel projects.
- **Administrative Expenses** – Funds the general administrative operations of the Federal Highway Administration.
- **Emergency Relief** – Provides funds to states to repair highways and bridges damaged by natural disasters.
- **Highway Bridge and Tunnel Inventory and Inspection Standards** – Improves the existing highway bridge inspection program and authorizes a national tunnel inspection program to ensure the safety of our nation’s bridges and tunnels.

### **Performance Management**

- Performance Measures and Targets in MAP-21
  - The bill establishes an outcome-driven approach that tracks performance and will hold states and metropolitan planning organizations accountable for improving the conditions and performance of their transportation assets.
- State and Metropolitan Transportation Planning
  - MAP-21 improves statewide and metropolitan planning processes to incorporate a more comprehensive performance-based approach to decision making. Utilizing performance targets will assist states and metropolitan areas in targeting limited resources on projects that will improve the condition and performance of their transportation assets.

## **Acceleration of Project Delivery**

MAP-21 includes program reforms designed to reduce project delivery time and costs while protecting the environment. Examples of improvements include: expanding the use of innovative contracting methods; creating dispute resolution procedures; allowing for early right-of-way acquisitions; reducing bureaucratic hurdles for projects with no significant environmental impact; encouraging early coordination between relevant agencies to avoid delays later in the review process; and accelerating project delivery decisions within specified deadlines.

## **Research and Education**

- **Transportation Research Programs** – MAP-21 funds research and development, technology deployment, training and education, intelligent transportation system (ITS), and university transportation center activities to further innovation in transportation research. The primary research areas include: improving highway safety and infrastructure integrity; strengthening transportation planning and environmental decision-making; reducing congestion, improving highway operations; and enhancing freight productivity.

## Summary of MAP-21

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MAP-21 consolidates numerous FHWA programs into five core programs. The new program structure is as follows. The accompanying graphic illustrates which SAFETEA-LU formula programs were consolidated into these new core programs.

### **National Highway Performance Program (NHPP): ~\$20.6 billion**

This program focuses on repairing and improving an expanded National Highway System (NHS). The NHS is expanded from ~160,000 miles to ~220,000 miles. States are required to develop asset management plans and as a part of these plans establish performance targets for the condition of roads and bridges and the performance of the system. In addition, the program includes provisions to hold states accountable for the repair of Interstate pavement and NHS bridges by requiring that they spend a certain amount of funding on the repair of those facilities if they fall below minimum standards established by USDOT.

### **Transportation Mobility Program (TMP): ~\$10.4 billion**

This program replaces the existing Surface Transportation Program (STP) and allows states and regions to invest flexible dollars in a broad set of highways, transit projects, freight rail projects, and bicycle and pedestrian projects, as well as other activities like travel demand management. Fifty percent of these funds are suballocated to areas in the state based on their population. While this percentage is lower than the current 62.5 percent, the absolute amount of funding to be suballocated will remain the same due to an increase in program size.

### **Highway Safety Improvement Program (HSIP): - \$2.5 billion**

This program provides funding to states to improve safety for all road users on all public roads. A road user is defined as both motorists and non-motorized users. States are required to collect extensive data on crashes and create a database containing information on safety issues for all public roads including identification of hazard locations. (8% of all funds in this program are set-aside for data collection.) States must also develop a strategic highway safety plan using the data collected. If states do not develop a strategic highway safety plan within a year using a process approved by USDOT, they are required to spend additional funding on safety projects. States are also required to develop performance targets on fatalities and serious injuries.

### **Congestion Mitigation Air Quality Program (CMAQ): ~\$3.3 billion**

In the CMAQ program there are two pots of funding – one that funds typical CMAQ projects and another “reserved” fund.

**CMAQ pot.** Funds are provided to states and tier I Metropolitan Planning Organizations (MPOs) to address the impacts of the transportation system on national ambient air quality standards. In states with non-attainment or maintenance areas, 50 percent of the funds are suballocated to tier I MPOs based on the area's status with national ambient air quality standards. Funds cannot be used to construct new travel lanes except for HOV or HOT lanes. USDOT is required to develop performance measures for air quality and congestion reduction. Tier I MPOs that receive funds under this program are required to develop a performance plan that outlines baseline conditions, targets for each of the performance measures developed by USDOT, and a description of projects to be funded, including how those projects will help meet the targets.

**"Reserved" pot.** This pot of funding is equal to the amount of funds provided for the Transportation Enhancements set-aside in FY09. Eligible activities under this pot include the following: transportation enhancements, safe routes to school, recreational trails, environmental mitigation, and certain types of road projects (including street redesigns and HOV lanes). States are allowed to use these funds for CMAQ projects (the first pot) if they build up an unspent balance of a year and a half worth of funds.

## National Freight Program: ~\$2 billion

USDOT is directed to establish a primary freight network consisting of 27,000 miles of key freight corridors. States can use funds for highway projects that improve freight movement with a focus on the primary freight network and key rural freight corridors. A state may use up to 5 percent of funds for rail or maritime projects subject to certain conditions. USDOT must also develop a National Freight Strategic Plan, which will analyze performance and conditions on the primary freight network, identify bottlenecks, estimate future freight volumes and identify best practices for mitigating impacts of freight movement on communities. USDOT shall publish a Freight Condition and Performance Report on a biennial basis. States must establish performance targets and report on progress every two years.

## Other key components

**TIFIA program - \$1 billion.** MAP-21 expands the TIFIA program from \$122 million to \$1 billion and modifies the program from a competitive application process to a rolling application process. Provisions have been added that allow for applicants to enter into master credit agreements to provide funding for a suite of projects at once. In addition, there are modifications that make it easier for public transportation agencies with dedicated revenue sources to apply for TIFIA loans.

**Planning and Performance.** MAP-21 creates performance measures for conditions on the National Highway System (NHS), NHS performance, safety, freight, congestion mitigation and air quality. As part of the development of the plan, states and large MPOs shall analyze the baseline

conditions for the performance measures and establish performance targets for each performance measure. The plan must include the future performance of their transportation system with regards to these performance measures including whether or not they will achieve their performance targets. Large MPOs may undertake scenario planning as a part of the development of their long-range plans. Smaller MPOs are required to develop long-range plans and USDOT will establish rules that provide for the standards they must meet regarding the performance measures required for the larger MPOs.

Statewide transportation improvement programs (STIPs) and metropolitan transportation improvement programs (TIPs) must include performance measures and targets used in assessing the existing and future performance of the transportation system. A system performance report must include progress toward achieving state performance targets.

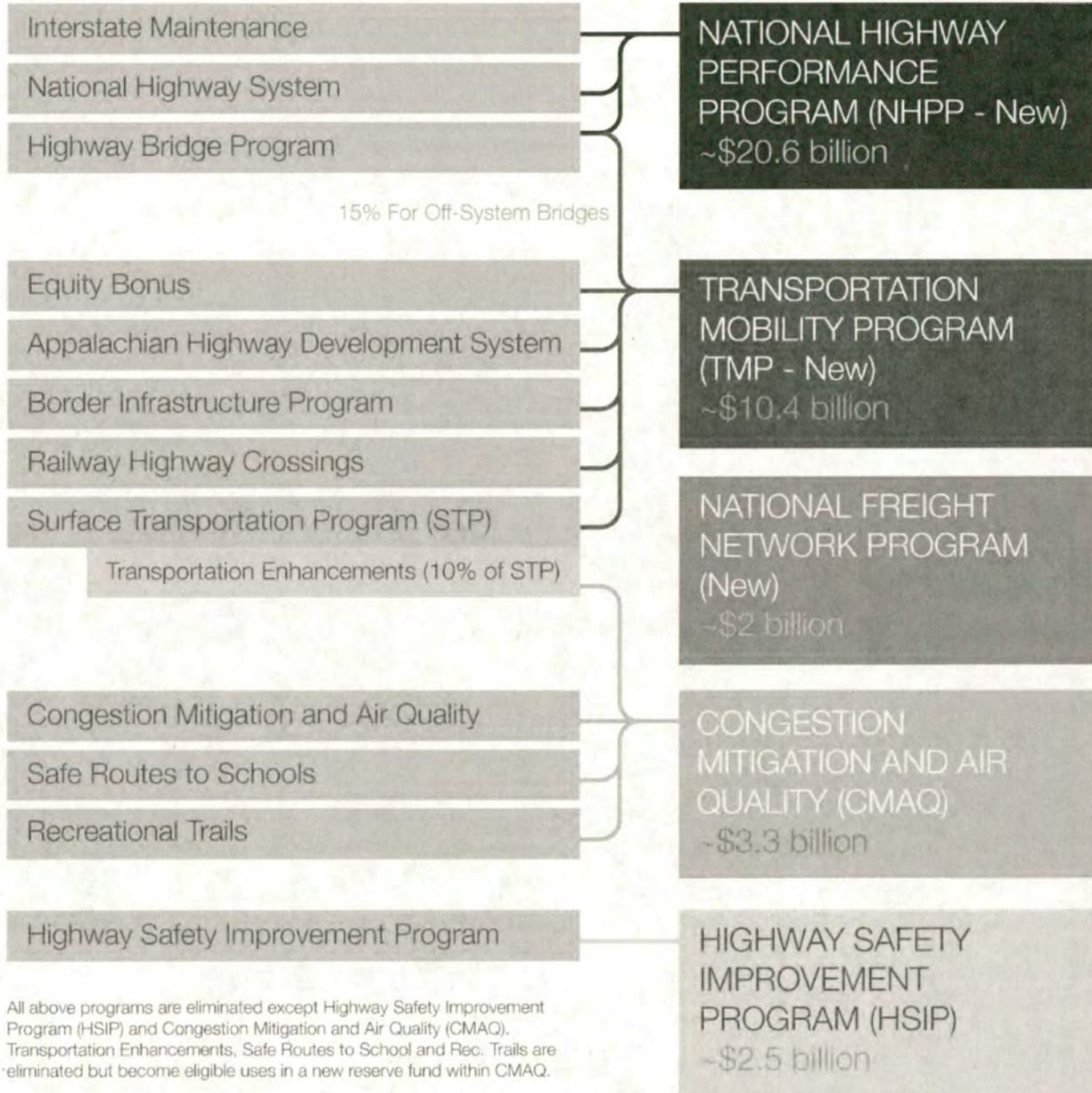
**Project Delivery.** MAP-21 includes numerous provisions intended to accelerate project delivery. Most of these provisions relate to administrative actions to be taken by USDOT. There are also provisions that relate to expanding the types of projects that can be undertaken through a categorical exclusion (a more limited environmental review). In addition, it allows for the earlier acquisition of right-of-way.

## Restructuring of Core Highway Programs Under the Senate's MAP-21 Transportation Reauthorization Proposal



### Current Formula Programs

### MAP-21 Core Program Structure



All above programs are eliminated except Highway Safety Improvement Program (HSIP) and Congestion Mitigation and Air Quality (CMAQ). Transportation Enhancements, Safe Routes to School and Rec. Trails are eliminated but become eligible uses in a new reserve fund within CMAQ.



## Metro | Memo

Date: Dec. 21, 2011

DRAFT

To: JPACT

From: Andy Cotugno

Re.: Federal Authorization Priorities

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In the past, the region has adopted a substantial federal authorization position on both policy and programmatic changes as well as project earmarking. This year, after significant delay and indecision by Congress, it is evident that neither is feasible. In the past, it has been possible to consider substantial policy decisions and earmarking based upon the expectation of significant funding levels (consistent with increases adopted in the past three 6-year bills). However, the funding level in the next authorization is expected to be status quo plus inflation at best, resulting in no earmarks or programmatic expansion. In addition, there is a strong move to consolidate multiple programs into a few broad categories with decision-making delegated to state DOTs and MPOs and new emphasis on performance measures and accountability rather than certain categories of projects tied to specific funding amounts in specific programs.

In this changing federal environment, it is important to focus the region's priorities on the issues of highest regional importance where there is a prospect of impacting the results. An evaluation of the region's past priorities and their status under the new bill that has emerged from the Senate Committee on Environment and Public Works is provided in Attachment 1. An identification of new issues in that bill is provided in Attachment 2. Further issues may arise as the Senate Banking Committee releases the transit portion and the House Transportation and Infrastructure Committee releases their bill.

In consideration of these, staff recommends the key priorities be as follows:

1. **Investing in America's Prosperity through Infrastructure:** Continued and increased federal investment in transportation infrastructure is essential to national economic prosperity and competitiveness. While reduced tax collections in the highway trust fund may limit the size of the program for now, supplemental funding is needed just to maintain status quo funding and it is critical to identify the funding mechanism to address the gap. It is equally important to position the program to invest at a higher level needed for economic prosperity in the future as improving economic conditions permit. A stop-gap 2-year bill in light of limited resources is preferred to a bad 6-year bill, but above all, Congress must move to demonstrate its commitment to investing in America's economic prosperity through improved transportation.

2. **End the Indecision:** There is an urgent need to end the Congressional indecision of the past few years and establish a clear federal policy direction. Transportation improvement and rehabilitation projects require significant lead time tied to clear and reliable policy and funding.
3. **Funding level for transit and highways:** Equal in importance to the overall funding level is the compact maintained over the past two decades to invest in both highways and transit. The long-standing commitment to an 80/20 balance between dedicated highway and transit funding needs to at least be maintained.
4. **Collaborative decision-making:** The federal transportation program has been built since the 1970's on the principle of collaborative decision-making in metropolitan areas. The proposed Senate bill includes a number of adjustments to ensure metropolitan planning organizations (MPOs) meet a minimum level of capability and employ the best practices in evaluation of transportation issues, which are welcome additions. However, the bill also includes a shift in decision-making from the MPO to the state DOTs. It is important to maintain the decision-making structure of metropolitan planning organizations in urban areas to include the effective participation by the various transportation jurisdictions (the state DOT, the transit operators, the port districts and the local governments) and ensure integration with the land use jurisdictions (cities, counties and regions).
5. **Planning for Desired Outcomes:** The region has oriented its planning and policy setting around achieving six outcomes that define this as a great place:

*People live, work and play in vibrant communities where their everyday needs are easily accessible.*

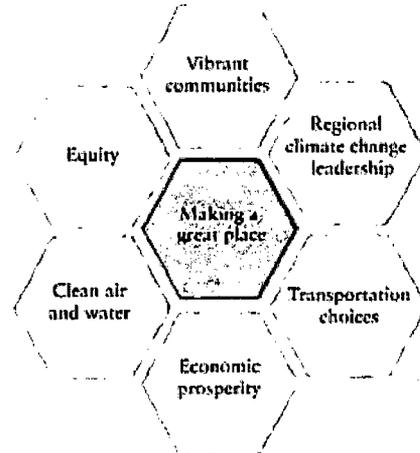
*Current and future residents benefit from the region's sustained economic competitiveness and prosperity.*

*People have safe and reliable transportation choices that enhance their quality of life.*

*The region is a leader in minimizing contributions to global warming.*

*Current and future generations enjoy clean air, clean water and healthy ecosystems.*

*The benefits and burdens of growth and change are distributed equitably.*



The proposed authorization bill begins to move in a similar direction by establishing a program structure around a few broad programs, with performance standards to measure progress and a required minimum spending level for certain types of projects (particularly bridge and pavement conditions and safety). It establishes clear expected outcomes,

provides the needed flexibility for states and MPOs to determine how to best meet those outcomes and ensures accountability. Continued movement in this direction to enable the region to reach its six desired outcomes is a good step.

The basic proposed program structure is as follows:

- a) National Highway Performance Program – this is the centerpiece of the national highway program, establishing a clear primary mission of the federal-aid program. It emphasizes maintaining the current system in a state of good repair while allowing flexibility to address expansion. Particularly in urban areas, it includes sufficient flexibility to integrate alternate modes and adjacent corridors that benefit the national highway route. It also recognizes the contribution of demand management and system management.
- b) Transportation Mobility Program – this is the key program to address the multi-modal needs of the rest of the transportation system beyond the national highway system. It retains the broad flexibility needed to address the complexity of a multi-modal metropolitan system, including the sub-allocation of 50% of the program to the metropolitan area.
- c) Safety - this program establishes a comprehensive approach to safety improvement that goes beyond the national highway system and encompasses such efforts as enforcement and education, not just engineering solutions.
- d) Congestion Mitigation/Air Quality – this program retains the link between vehicle emissions and air quality and includes an added focus on particulates, particularly related to diesel engines.
- e) Freight – this is a new core program that ensures a focused attention on freight movement through funding dedicated to the primary freight system. Since this region's economy is disproportionately trade dependent, this is a good addition.

However, fundamental program structure concerns associated with the relationship between the National Highway Program and the Transportation Mobility Program need to be addressed:

- Funding for bridges off the National Highway System and on the Federal Aid System needs to follow the assignment of responsibility. Specifically, funding that has historically been used to address this need should be shifted from the NHPP to the TMP where the responsibility for addressing these needs has been assigned.
- The requirement to meet the minimum standard for NHS bridge and pavement conditions should be funded by shifting spending from NHS expansion rather than by shifting funds from the TMP to the NHPP.

6. **Major transportation projects:** It is important that the federal program be structured to support implementation of large projects, addressing critical needs that are beyond the capacity of the region to fund. The core formula programs cannot be used to implement these mega-projects without doing so at the expense of transportation needs throughout the rest of the region and state.
  - a. For the transit program, the New Starts/Small Starts program is critical to expand and streamline to make project delivery more efficient. Continued implementation of the regional light rail and streetcar system is dependent upon this commitment.
  - b. For the highway program, the Projects of National Significance and TIFIA Programs are important to maintain and expand. Projects of National Significance should be funded at a higher level and be based upon very rigorous and competitive criteria. TIFIA should be awarded competitively, not on a first-come-first-served basis. Implementation of the Columbia River Crossing (CRC) Project is dependent upon these programs.
  - c. With a model track record for a competitive program, the TIGER program should be maintained and expanded for multi-modal projects. The region has submitted a number of high priorities that are beyond the scale of the region to implement.
7. **Passenger Rail:** : With ridership growing at double digit rates, the Cascades Amtrak service on the I-5 corridor that connects Eugene to Portland, Seattle and Vancouver, BC is becoming an increasingly important part of the Northwest's transportation system. To ensure that Oregon and Washington can continue to improve service by reducing travel times, improving reliability, and increasing roundtrips, Congress should provide long-term, dedicated funding for both large-scale corridor projects as well as for small-scale projects that make incremental improvements to service.
8. **Sustainable Communities Partnership:** The federal partnership between USDOT, HUD and EPA to coordinate their programs toward the goal of achieving sustainable communities should be applauded and reinforced. Unless our federal partners work together, it is difficult for the region to advance efforts to integrate programs locally and regionally.
9. **Congressional Intervention:** It is clear that there will not be earmarks in the bill. However, there are a few instances in the future that will need some Congressional intervention, including Full-Funding Grant Agreements for New Starts projects (most immediately Portland to Milwaukie and CRC), application for TIFIA funds and Projects of National Significance funds for the Columbia River Crossing project and significant competitive applications like TIGER funds.

Outstanding issues:

- The transit title in Senate Banking is still pending as is the House Bill.

<b>Proposed federal action</b>	<b>To support the following regional objective</b>
Sustain, increase and streamline the New Starts Program	To facilitate securing a Full Funding Grant Agreement for Portland to Milwaukie Light Rail and facilitate the needed New Starts funding contribution toward the Columbia River Crossing Light Rail project
Maintain the 50% set-aside of TMP and CMAQ funds and correct the program structure to assign non-NHS bridge funding to the TMP and shift the NHPP pavement and bridge condition penalty from the TMP to the expansion component of the NHPP	To continue the region's investment in expansion of the light rail, streetcar and high capacity bus system, demand management programs, system management and operation projects, transit oriented development projects, bike and pedestrian projects, freight projects To ensure bridge repair and replacement on the non-NHS bridges is adequately funded To link the consequence of inadequate expenditure on NHS system pavement and bridge condition to decisions to invest in NHS expansion
Increase the maximum amount of Small Starts funding to \$100 million	To support closing the eastside streetcar loop (at OMSI) To help build the streetcar production market for Oregon Ironworks as a regional economic development strategy
Allow for a Documented Categorical Exclusion in the Small Starts program	To facilitate streamlined delivery of future streetcar projects in the right-of-way
Allow the MPO planning funds to be used as match against university research funds (like the state planning funds)	To increase the partnership between the MPOs and OTREC
Increase the funding level for Projects of National Significance	To ensure the needed federal highway funding contribution to CRC is feasible
Maintain competitive criteria for the TIFIA program	To ensure TIFIA is a viable source for the Columbia River Crossing project
Retain an intercity rail passenger program that provides for incremental improvement in travel time, reliability and frequency	To support improvement to rail passenger service between Eugene, OR and Vancouver, BC

Provide for implementation of "practical design"	To facilitate implementation of more economically viable projects in the face of fiscal limits
Implement the proposed Freight Program	This region is disproportionately trade dependent and this program will enable focused attention on the most significant freight routes (for both planning and projects)

## **Portland Region Federal Transportation Authorization Priorities**

### **How the Region's Adopted Priorities Are Addressed in MAP-21:**

- Metropolitan Mobility – marginally addressed. New NHPP limits expansion to 40% of the funds; Transportation Mobility Program provides very broad eligibility for everything beyond the NHS system.
- Sustaining and improving the New Starts/Small Starts Program – No transit bill yet.
- Projects of Regional and National Significance – Program included but funding level is modest at \$1 billion per year.
- Freight – New core program at \$2 billion per year; broadened eligibility for freight rail projects.
- State of Good Repair – strong emphasis in National Highway Performance Program with no more than 40% of funds available for expansion while 100% are available for NHS bridge and pavement preservation.
- Adequate funding – status quo plus inflation (better than 30% cut!).
- Link to climate change, energy conservation and energy security – not.
- Take steps toward a VMT fee – not.
- System and Demand Management – eligible under both TMP and NHPP.
- Transit Oriented Development – benefitted by stronger HUD/DOT/EPA Partnership.
- Bridges – non-NHS bridges merged into new Transportation Mobility Program without adequate transfer of resources (see page 2).
- Intercity Passenger Rail – no transit bill yet; there appears to be a backing off of support for high speed rail; needs to shift to a more modest and incremental approach to “higher” speed rail.
- Transit Funding – no transit bill yet.
- Active Transportation/Cycling and Walking – eligible but not set-aside.
- Earmarks – not.

## New issues

- Support Senate Bill – MAP-21 – which is organized around the following core programs:
  - National Highway Performance Program (NHPP) – up to 40 % can be used for expansion.
  - Transportation Mobility Program (TMP)
  - Congestion Mitigation Air Quality (CMAQ)
  - Safety
  - Freight

Core programs consolidate numerous smaller programs with broadened flexibility and penalties for not meeting performance standards – establishes minimum spending requirement for NHS bridges and pavement and safety funds if performance standards are not met.

- Penalty for bridge and pavement condition in the NHPP involves minimum spending level on pavement and bridge repair and transfer of 10% of TMP to NHPP for bridge and pavement repair. Recommend changing provision to require shift from the expansion component of the NHPP rather than from the TMP.
- Non-NHS bridge responsibility assigned to TMP while non-NHS on-system bridge funding assigned to NHPP. Recommend shifting resources to follow responsibility.
- MAP-21 requires \$12 billion to close the funding gap (out of a 2-year \$109 billion bill) with mandatory obligation limits if the revenues fall short. Strongly support fully funding the bill.
- Support Performance Management targets in MAP – 21 for bridge and pavement condition and safety.
- Support two tiers of MPOs in MAP – 21 to ensure technical adequacy; Tier 1 selects CMAQ projects; Tier 1 and 2 select TMP projects.
- Support the coordination of HUD/DOT/EPA programs. In particular, support Senator Menendez and Representative Perlmutter's "Livable Communities Act" – co-sponsored by Senators Merkley and Wyden and Representative Blumenauer.
- Support expanded TIFIA from \$122 million to \$1 billion (good for CRC) but with more rigorous criteria than "first come, first served."
- Transportation Enhancement set-aside dropped from STP but included as an add-on to CMAQ with added eligibility for Safe Routes to Schools, Recreational Trails and street livability projects. Funds can be diverted from this program if unobligated balance exceeds 150%.

- Broadened CMAQ eligibility for particulates and diesel emission reductions
- New, limited eligibility for freight rail projects.
- A Projects of National and Regional Significance program is included in MAP - 21 (good for CRC) but only funded at \$1 billion/year (needs to be higher).
- Streamlining highway project delivery incorporated into bill.
- Practical Design called for when appropriate; need to emphasize this as a streamlining and cost saving tool.
- Support continued research program based upon 15 large centers @ \$3.5 million each with a 100% match requirement and 20 smaller centers @ \$2.0 million each with a 50% match requirement. Competitive program structure is good but allowing MPO funding to be used as match like the state planning and research funds would be better.
- Small Starts program needs allowance for defining a project as a "Documented Categorical Exclusion" for NEPA purposes for projects within the right-of-way.
- Funding maximum for Small Starts should be increased to \$100 million.

# **Surface Transportation Authorization Priorities**

Endorsed by the Oregon Transportation Commission,  
Association of Oregon Counties, League of Oregon Cities,  
Oregon Transit Association, and Oregon Metropolitan  
Planning Organizations Consortium

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## Executive Summary

### Investment Priorities

**Focus resources on preserving and rebuilding the existing system:** Current funding levels don't even cover maintenance and preservation of the existing system. Congress should focus resources on bringing the nation's aging surface transportation system, particularly bridges, up to a state of good repair.

**Target funding to deliverable projects that are strategic investments in Oregon's transportation system:** Because of the scarce resources available to the state and local governments, congressionally-directed funding should focus on delivering priority projects that are strategic investments in Oregon's transportation system, both on local roads and state highways.

**Invest in multi-modal solutions to the challenges of freight mobility:** In order to preserve a strong economy and support interstate commerce, Congress should increase investment in projects that improve freight mobility across a variety of modes.

**Improve public transportation:** In the 21<sup>st</sup> century, public transportation must play a larger role in the nation's transportation system. Congress should invest additional resources in transit within urban and rural areas, interurban bus and rail programs, and senior and disabled transportation.

**Increase funding for federal lands transportation programs:** Providing access to Oregon's vast tracts of federal lands imposes large costs on state and local governments that derive very little revenue from these lands. Congress should expand the investment in federal lands transportation programs.

### Funding and Finance Priorities

**Increase and diversify revenue flowing into the Highway Trust Fund:** Additional resources will be needed for the federal highway, transit, and safety programs to prevent significant cuts in the next authorization period. Congress should diversify the Highway Trust Fund's revenue base by seeking funding sources beyond the gas and diesel tax.

**Expand innovative financing tools:** States and local governments need expanded tools to help finance major capacity expansion and reconstruction projects. Congress should provide increased flexibility for using tolling and provide additional innovative finance mechanisms such as tax credit bonds.

**Explore alternative funding mechanisms to supplement or replace the gas tax:** Over the next several decades fuel efficiency improvements will erode the ability of the gas tax to finance the surface transportation program. Congress should begin exploring new funding mechanisms that could supplement or replace the gas tax and fund research and development of new options.

### Program Reform Priorities

**Shift to an outcome-based program focused on supporting national goals:** Congress should create a surface transportation program that is focused on key areas of national interest, concerned more with outcomes and improved system performance, and more flexible and mode neutral.

**Improve highway safety:** Congress should redouble efforts to reduce the number of Americans who die in highway crashes each year. Congress should set a fatality reduction goal, develop a National Strategic Highway Safety Plan to refocus highway safety efforts, and create a more flexible and outcome-focused safety program.

**Streamline regulatory processes to improve project delivery:** Too often regulatory and environmental processes required under the federal-aid highway program hamper the ability of states and local governments to deliver projects in an efficient manner without necessarily improving project outcomes or environmental quality. Congress should shift to a more outcome-based approach that focuses on green outcomes, not red tape.

**Reform the bridge program to better target resources to priority bridges:** Congress should preserve and improve the ability of states and local governments to target the highest priority bridge repair and replacement needs by waiving prescriptive rules

on investing resources and shifting to a risk-based inspection program.

***Focus on making the existing transportation system work more efficiently:*** Infrastructure solutions alone will not be adequate to meet all of America's transportation challenges. The federal government should encourage states and local governments to make the existing system work more efficiently through wider deployment of Intelligent Transportation Systems (ITS) and considering the use of congestion pricing where it may be appropri-

ate and valuable for managing demand.

***Encourage climate-friendly transportation solutions:*** Congress should seek to reduce greenhouse gas emissions from the transportation system by encouraging reductions in vehicle miles traveled (VMT) through strategies such as expanding public transportation, pricing to manage demand, Transportation Options programs that reduce single occupancy vehicle use, and financial incentives to states and local governments that reduce per capita VMT.

## Introduction: A Pivotal Moment for Surface Transportation

America's surface transportation system, long the envy of the world and a major factor in the nation's economic dynamism, is at a crossroads. The system built in the 20<sup>th</sup> century is coming under growing strains, and the need for greater investment by all levels of government is becoming increasingly clear. Even as we face this need for increased investment, however, the resources at our disposal are flat or declining.

Increased investment is only part of the answer, however; additional resources must be combined with a fundamental change in how we do things. The 20<sup>th</sup> century's transportation system, which served a growing nation so well, must shift to one that meets the needs of the 21<sup>st</sup> century, and our approaches to addressing transportation challenges must change as well.

This is a pivotal moment for the surface transportation system, a time when the nation must choose whether it will muster the political will to rededicate its substantial resources to maintaining and improving the transportation system and decide whether it can cut through the bureaucracy and interests that have encrusted the surface transportation program.

Into this debate, the National Surface Transportation Policy and Revenue Study Commission, a panel chartered by Congress in SAFETEA-LU, has in-

jected new thinking. The Commission's report puts forward a fresh and compelling vision for a federal surface transportation program that has lost some of its vitality in recent years. The Commission recommended:

- Significantly increasing federal and state investment in surface transportation;
- Streamlining project delivery processes to ensure that projects can be delivered on time and at significantly reduced cost without sacrificing environmental quality;
- Refocusing the federal surface transportation program on important national priorities and directing investment based on a national surface transportation strategic plan;
- Investing significant resources in moving freight by a variety of modes;
- Investing in 21<sup>st</sup> century solutions such as high-speed rail between major urban centers;
- Creating a more performance-based federal program with an emphasis on outcomes rather than process;
- Beginning the transition from the gas tax to a new funding mechanism.

Transportation agencies and stakeholders in Oregon support the overall vision set forth in the Commission's report and believe it will be a strong foundation for the work Congress will undertake in the next authorization bill.

## The Need for Increased Funding

In today's global economy, it is vital to remain competitive. An efficient transportation system translates into lower costs which boost our competitive standing and lead to increased jobs. However, our nation and state face a major transportation funding shortfall that prevents us from investing in projects that are vital to creating jobs and maintaining our economic competitiveness.

Current transportation funding levels are causing our highways to slowly deteriorate. Simply maintaining the condition and performance of the highway system so that we do not allow road conditions and congestion to grow worse will require increasing our national investment in transportation over the next decade by more than one half *trillion* dollars. The amount needed to actually *improve* the system's performance and reduce congestion is more than twice as much. In Oregon, the story is similar. The Oregon Transportation Plan estimated that Oregon faces a *\$1.3 billion* annual gap in the funding needed to adequately maintain and expand the state's interconnected system of state, city, and county roads and other transportation modes over the next several decades.

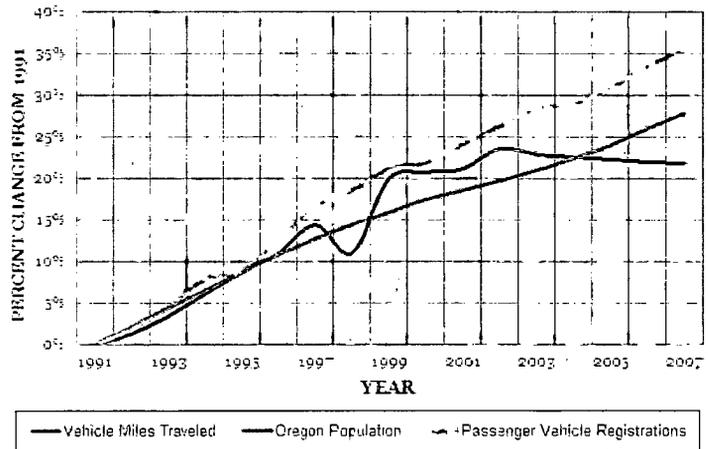
Even as population growth and rising volumes of freight increase the need for investment in transportation projects, funding for highway and transit programs will be constrained due to a number of factors, including the imminent exhaustion of the balances in the Highway Trust Fund's Highway Account, the declining purchasing power of the federal gas tax, and revenues that will lag behind growth in traffic due to increased fuel efficiency.

### Increasing Need for Transportation Investment

A number of factors are increasing the need for investment in Oregon's transportation system.

*Over Capacity Highways:* Virtually all of the state's highways were built decades ago to handle a smaller population and traffic volumes that were much lower than those we now face. Rapid growth in traffic has used up the excess capacity on many highways.

Growing demand for highway capacity



*Rising Truck Volumes:* As foreign trade becomes a larger component of America's economic activity, freight volumes are rising rapidly. By 2030, freight volumes are projected to rise by 80 percent, and most of this will travel by truck.

*Rapid Population Growth:* Oregon's population has grown rapidly in recent decades and is expected to continue growing at rates significantly above the national average. Even though people are driving less in the face of high gas prices, overall traffic volumes in Oregon will hold relatively steady because more people continue moving into the state.

*Aging Infrastructure:* Highways and bridges, like people, face increasing problems as they age: pavement cracks, roadbeds fall apart, and bridges begin to deteriorate. With the Interstates now half a century old, much of the state's highway system has aged so much that it is failing and needs to be repaired or rebuilt. Unfortunately, inadequate resources have led to a significant backlog in needed reconstruction.

### Inadequate Resources

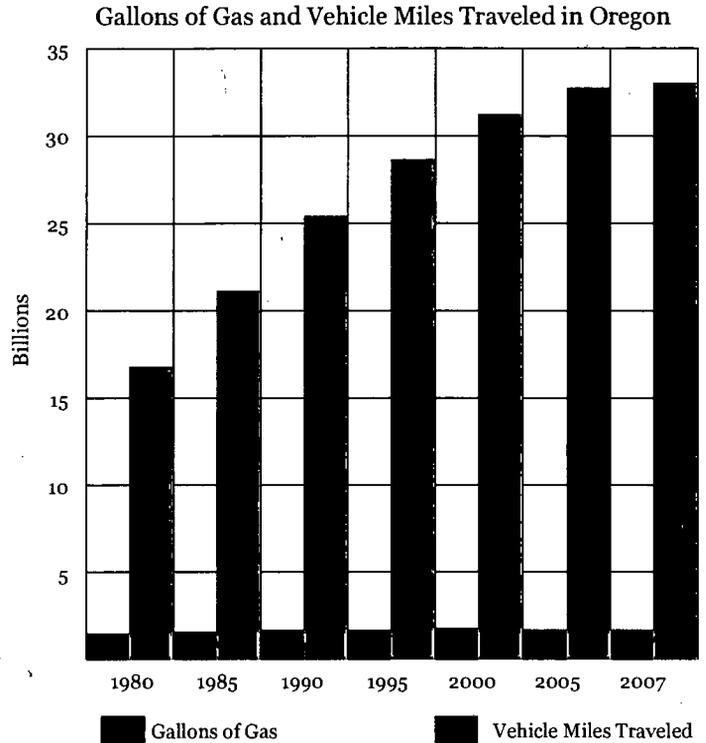
Even as Oregon and the nation face an increased need for transportation investment, the states and the federal government are confronted by the prospect of reduced resources to maintain and expand the transportation system.

*Flat Fuel Taxes:* Taxes on gas and diesel in Oregon and at the federal level, which provide most of the funding for surface transportation, have not been raised since 1993. As a result, gas tax receipts at the state and federal level have grown only modestly and have not kept up with growing needs.

*Rising Construction Costs:* Construction costs have soared in recent years due to rising prices of key materials such as asphalt and steel. As a result, every dollar spent on highway and road construction in 2008 buys just half of what it did in 2003.

*Exhaustion of the Highway Trust Fund's Balances:* Balances in the Highway Trust Fund's Highway Account will soon be exhausted, and Congress will be forced to either raise additional revenue or cut annual funding for highways by \$6 billion or more below current levels—leading to a reduction of about \$65 million in Oregon's annual federal highway funding. While the Mass Transit Account does not face as immediate a crisis, the long-term shortfall for federal public transportation programs is even greater than for highways.

*Increases in Fuel Efficiency:* High gas prices are already leading people to purchase more fuel efficient vehicles, and higher federal mileage standards are expected to accelerate this trend. As a result, states and the federal government will collect less gas tax revenue for every mile people drive.



## Priorities for Authorization

### *Investment Priorities*

Congress should seek to direct resources to a number of priority areas that would benefit Oregon and improve the nation's transportation system.

#### **Focus resources on preserving and rebuilding the existing system**

The mounting needs of Oregon's aging infrastructure and inadequate funding to meet these needs have led ODOT and many local governments to implement "fix it first" policies that focus limited resources on preserving and rebuilding existing highways and bridges that are vital to the state's economy and quality of life. The next authorization legislation should take up the challenge of our nation's aging infrastructure with an increased and sustained commitment to preserving and rebuilding our critical transportation assets. In addition, expanding capacity on the highway system should focus primarily on strategic investments on existing corridors, including addressing bottlenecks.

As part of its commitment to preserving existing infrastructure, the next authorization bill should focus on sustaining increased funding for bridges. Of the 6,700 bridges in Oregon, 427 are structurally deficient, meaning they have main supporting elements in poor condition. Another 1108 are functionally obsolete, meaning they cannot safely handle current traffic levels and conditions. The investment

of nearly \$1.8 billion in state and local bridges under the three Oregon Transportation Investment Act (OTIA) programs has improved the condition of Oregon's bridges and reduced the number of structurally deficient spans, but after the conclusion of the OTIA programs the condition of Oregon's bridges will deteriorate if additional funding is not dedicated to bridge repair and replacement. Over time, more and more bridges will become structurally deficient, requiring weight limits that restrict the flow of freight.

#### **Target funding to deliverable projects that are strategic investments in Oregon's transportation system**

Congressionally-directed funding has been used effectively by to provide funding for important highway and transit projects in Oregon. With limited funding available to meet all of the needs to preserve and expand Oregon's highways and transit systems, Congress should target funding to deliverable projects that address high priority needs throughout the state.

ODOT, the Association of Oregon Counties, and the League of Oregon Cities and other stakeholders agree on the following principles for congressionally-directed funding.

- *Strategic Investment:* Funding should be provided for projects that are strategic investments that address problems on Oregon's transportation system, are included in or consistent with an existing transportation plan document or needs list, and have been identified as a local, regional or state priority. Projects should provide significant benefits to Oregon and its transportation system in areas such as economic development, freight mobility, environmental quality, congestion relief and mobility improvement, safety, and other priority areas.
- *Support:* Projects should have strong support, including support from local governments, area and/or statewide advisory bodies, the public, and the business community.
- *Readiness:* Projects should be developed enough to identify potential concerns and



*Work on Isthmus Slough Bridge near Coos Bay.*

demonstrate that they have no known fatal flaws. Work on the project should begin during the timeframe of the transportation authorization legislation (2010-2015).

- *Funding:* Congressionally-directed funding, when combined with funding already committed to the project and additional available resources, should be used to complete a project or a project phase. Construction of the project may be structured in phases so that the federal funds will complete construction of a segment of the project.

### **Invest in multi-modal solutions to the challenges of freight mobility**

Dealing with increasing volumes of freight is one of the challenges facing America's transportation system that cries out for federal attention and investment because of the federal government's interest in ensuring a strong economy and facilitating interstate commerce. In the next authorization bill, Congress should address the movement of freight by all modes, including highways, rail and ports, and improve the connections between these modes.



*Trucks waiting at Cascade Locks Port of Entry.*

on highway freight-related projects. Other sources such as Customs duties or new freight fees—such as a fee for each container brought into the country—could be tapped to provide public investment in rail, port, and intermodal projects.

- *Fund Projects of National and Regional Significance Program:* Many large highway projects that address freight bottlenecks have significant national or regional benefits but are of such a large size that they are difficult for a single state to finance. Congress should provide significant funding for the Projects of National and Regional Significance program in order to help states and metropolitan regions pay for major projects. Much like the transit New Starts program, such a program should focus large discretionary grants on projects that meet certain criteria, including congestion relief and improved freight mobility.
- *Create a High Priority Freight Corridor Program:* While freight moves on most of the nation's highways, certain highway corridors connecting gateway areas and large urban centers, such as Interstate 5 (I-5), face particularly high freight volumes and will be increasingly strained by future growth in truck traffic. Congress should consider creating a High Priority Freight Corridor Program that would invest additional resources in addressing freight bottlenecks and other challenges on the highway corridors that are the backbone of the nation's goods movement network, including I-5.



*Union Pacific train in eastern Oregon.*

- *Create a Freight Account that would fund freight projects across modes:* Congress should consider creating a multi-modal Freight Account of the Highway Trust Fund that would dedicate revenues from new fees and increases in existing user fees to freight projects. For example, Congress could raise user fees paid by the trucking industry—including the diesel tax and other truck user fees—and put these revenues into a Freight Account to pay for a new highway program that could only be used for projects focused

- *Tax credits for railroads:* The freight rail system faces serious congestion, limiting the ability of railroads to move additional freight. American railroads are engaged in an aggressive capital program to expand capacity on their systems, and providing regional short-line and large Class 1 railroads tax credits could help increase rail capacity, improve the condition of the rail system, and take some of the burden off highways. Any federal assistance to Class 1 railroads such as Union Pacific and Burlington Northern Santa Fe should be coupled with reforms to ensure public investments benefit the transportation system and serve the public and shippers rather than merely increasing profits.

### Improve public transportation

High gas prices, an aging population, increasing congestion, and growing concern over global climate change all point to the need for public transportation to play a larger role in the transportation system. Much of the new capacity added to the transportation system will need to come in the form of public transportation, including bus service, light rail, bus rapid transit, commuter rail, streetcar and high-speed passenger rail connecting major urban centers. The next authorization bill should invest additional resources to preserve current services and build new operating capacity in both urban and rural areas.

- *Urban area transportation:* Public transportation plays a major role in mobility in urban areas, and effective development of urban public transportation can create denser ur-



*TriMet provides bus and light rail service to Portland.*

ban areas that reduce reliance on automobiles and decrease greenhouse gas emissions. Congress should significantly increase transit funding flowing to urban areas so public transportation can play a more significant role in solving transportation challenges within America's cities. Congress should increase funding for the Small Starts and New Starts programs so Oregon communities can continue to expand their transit systems, and these programs should be streamlined in order to reduce the difficulty of securing funds for important transit projects.

- *Interurban public transportation:* Public transportation service between major urban centers remains underdeveloped, in part because there is little federal support for this form of public transportation. The I-5 corridor in Oregon and Washington, for example, has limited interurban public transportation despite high volumes of traffic on the corridor. Congress should look for ways to help states and local governments expand public transportation between urban centers in order to provide additional transportation options, increase capacity on key corridors, and reduce greenhouse gas emissions. The National Surface Transportation Policy and Revenue Study Commission recommended creating a program to expand passenger rail service on major intra-regional rail corridors, including the Northwest Corridor from Eugene, Oregon to Vancouver, British Columbia. Congress should also provide resources for interurban bus service to complement passenger rail.



*EmX bus provides service in Eugene/Springfield.*



*Amtrak Cascades train at the station.*

- **Rural public transportation:** People living in small towns and rural areas need public transportation for basic needs such as access to medical care, jobs, daily living necessities, educational opportunities, and social activities. However, large numbers of Oregonians live in communities with little or no public transportation. Congress should expand the federal government's support for rural public transportation to offer additional travel options in sparsely populated areas.
- **Senior and disabled transit service:** The aging of America will require a significant federal investment in transit service for seniors and the disabled if we are to reap the economic and social benefits of keeping our seniors independent and productive while allowing them to "age in place" in their chosen communities. Transit systems around the country are facing increased demand for federally-mandated (Americans with Disabilities Act) paratransit service for people with disabilities, and without additional federal support the added cost for this service often reduces the amount of fixed-route service a transit system can provide for the general public.

#### **Increase funding for federal lands transportation programs**

Providing access to Oregon's vast expanses of federal lands imposes large costs on state and local governments that derive very little revenue from these lands. The federal transportation program recognizes federal lands as a national responsibility, and Oregon annually receives an allocation of

money that provides a portion of the funding needed to preserve and improve forest highways that provide access to national forest lands. Oregon receives a larger allocation of Federal Lands Highways program funding than any other state, and any additional federal investment in this program will provide significant benefits to the state and could help make up resources lost by Oregon counties facing declining county timber payments.

#### **Funding and Finance Priorities**

With enormous needs confronting transportation agencies and dwindling federal resources to address these challenges, the next authorization legislation should focus heavily on how to pay for the investments needed to preserve and improve the nation's transportation system to further national goals and interests. In addition to raising additional revenue for the Highway Trust Fund to prevent cuts in the highway and transit programs, Congress should expand financing tools available to transportation agencies and begin searching for options to supplement or replace the gas tax.

#### **Increase and diversify revenue flowing into the Highway Trust Fund**

With the Highway Account's balances nearly exhausted and the Mass Transit Account soon to follow, additional revenue equivalent to a 4-5 cent per gallon increase in the federal gas tax will be needed just to prevent cuts in highway program funding, while a larger increase would be required to address needs that are going unmet at current funding levels and to make up the purchasing power the gas tax has lost to inflation.

Oregon has traditionally been a donor state to the Highway Account that pays in more than it receives. Under SAFETEA-LU, however, the state has become a "donee" state. Because Oregon already receives a fair share of funding under the federal highway program, any increase in the federal funding flowing to the state and local governments will require increasing the total size of the surface transportation program and maintaining or increasing Oregon's current share.

While the vast majority of revenue for the Highway Trust Fund comes from the gas and diesel taxes, Congress diversify the trust fund's revenue base by looking beyond the fuels taxes and turning to other sources to provide additional resources. For

example, Oregon requires large trucks to pay their fair share for the disproportionate wear and tear they cause to the state's highways, but at the federal level the largest trucks pay only about half of their fair share. Congress could consider increasing fees already levied on large trucks or creating new user fees that would rectify this imbalance and dedicate these new funds to freight projects that would benefit the trucking industry.

### **Expand innovative financing tools**

Federal grant funding from the Highway Trust Fund will continue to be the life blood of the nation's surface transportation system. However, Oregon, like many other states, simply does not have the resources to fund large highway capacity expansion and reconstruction projects. In order to facilitate these important projects, Congress should consider expanding opportunities to use a number of innovative financing tools.

- *Tolling:* Tolling may be valuable for adding capacity on high-volume Interstate and urban routes. Congress should examine the current limitations on tolling and consider removing those that inhibit projects from moving forward.
- *Tax credit bonds:* Tax credit bonds, such as the "Build America" bonds proposed by Senator Wyden and Senator Thune, could be an excellent way to supplement Highway Trust Fund revenues and construct nationally significant infrastructure projects.

### **Explore alternative funding mechanisms to supplement or replace the gas tax**

As vehicles become more fuel efficient over the next several decades, the amount of revenue generated by the gas tax for every mile a vehicle travels will decline, leading to flat or even declining gas tax receipts. Congress and state legislatures may not want to spend the political capital necessary to raise fuel taxes to keep up with both inflation and fuel efficiency gains. The next authorization bill should explore transitioning to a new funding mechanism and fund research and development to determine whether there is a viable replacement for the gas tax. ODOT has explored the possibility of moving to a per mile user fee, which would ensure that all users pay for the system and would prevent revenues from falling due to improvements in fuel efficiency,

and the National Surface Transportation Policy and Revenue Study Commission and numerous other policy groups have endorsed exploring moving toward a per mile fee.

### **Reform Priorities**

The federal surface transportation program's current structure has been held up for criticism on a number of points: its block grant nature does not focus on achieving outcomes that support national interests and goals; its dozens of modally separated and fragmented programs are too prescriptive and inflexible; and regulatory requirements have delayed too many important projects and driven up their costs. At this pivotal moment for the surface transportation system, the federal program should be refocused on supporting national goals and objectives and reformed into a less process-oriented and more flexible and performance-based program.

### **Shift to an outcome-based program focused on supporting national goals**

The current surface transportation program is essentially structured as a block grant to states and local governments. Funding is awarded based on outdated formulas that do little to encourage better performance or reward good outcomes, and funding has very little connection to supporting national interests and goals. Too often programs are inflexible and mode-specific and do not allow funding to flow to the best solution to a transportation problem. For example, to address congestion on the I-5 corridor, ODOT could use federal surface transportation funding to build an additional lane on the freeway, but not to shift traffic to freight rail or public transportation, even if that were less expensive and had lower environmental impacts.

Congress should reform the current system to create a program that is:

- Focused on key areas of national interest, particularly improving safety, strengthening the economy and achieving environmental goals;
- Tied to performance and focused on outcomes, so that states and local governments would have incentives to improve the performance of the transportation system and achieve certain outcomes;
- Flexible and mode neutral, so resources could be invested in whatever can most effectively solve transportation challenges and meet economic, community, and environmental goals.

### Improve highway safety

Each year nearly 43,000 Americans die in crashes on our roads and highways, and countless more are injured. The sheer number of lives lost in motor vehicle crashes should be recognized as a national crisis. The next authorization legislation should expand efforts to improve the safety of our roads and highways.

- *Set a national goal for fatality reduction:* Congress should require the development of a National Strategic Highway Safety Plan that would refocus highway safety efforts and set a goal of cutting fatalities in half by 2030.
- *Shift to an outcome-based, performance focused safety program:* Current federal safety programs are fragmented and prescriptive. Funding is divided between numerous separate programs that come with strings attached, making it difficult to invest resources where they can have the greatest impact on reducing crashes, fatalities, and serious injuries. The next authorization bill should shift to a performance focused safety program that provides state and local governments broad flexibility to invest in the highest priority safety areas. In exchange for this flexibility, states should be held accountable for reducing highway fatalities and serious injuries and provided incentives for doing so.

### Streamline regulatory processes to improve project delivery

Federal environmental laws contain rigorous protections that ensure transportation projects minimize and mitigate harm to the human and natural environment, and the federal-aid highway program imposes significant requirements that don't recognize the differing nature of roads and geographies. Too often these requirements hamper the ability of transportation agencies to efficiently deliver projects, adding significant time and cost to projects, and often without a corresponding improvement in project outcomes. States and local governments often find that they can deliver projects faster and at lower cost if they do not use federal highway funding because they don't have to deal with the federal-aid highway design standards, procedures, and environmental processes—and yet those non-federal projects rarely result in impacts any greater than if they

would have gone through the federal process. In the next reauthorization legislation, Congress should focus on the dual tasks of streamlining the federal-aid highway program's requirements and making it easier for transportation projects to navigate the environmental process without lowering the bar on environmental protection.

In addition to the project delivery streamlining proposals put forth by the National Commission, Congress should consider a number of steps:

- Focus on accountability for overall environmental and project outcomes, not following processes that may or may not make sense for a particular project.
- Move the Federal Highway Administration (FHWA) from a permitting role to a quality assurance role at a programmatic level, so the federal government would ensure environmental and other outcomes without having to oversee and approve every action.
- Reduce federal oversight and requirements for small-scale projects that use only a minimal amount of federal funds and have limited community and environmental impacts.
- Reform rules that require federally-funded transportation projects to accommodate projected traffic volumes at least two decades into the future. The federal program should allow lower cost, smaller scale solutions to address immediate problems.
- Shift toward outcome-based design standards focused on achieving certain outcomes (like ensuring highway safety) rather than "one-size-fits-all" requirements.
- Enable and encourage states to use programmatic permits that provide a single set of terms and conditions for a specific type of work and specify expected environmental outcomes.
- Encourage states to use a streamlined environmental review process that brings regulatory agencies into the project development process to identify and address issues at an early stage, such as the Collaborative Environmental and Transportation Agreement for Streamlining (CETAS) program that was pioneered by ODOT.



*Inspectors get an up-close look of the underside of the John Day Bridge in eastern Oregon.*

### **Reform the bridge program to better target resources to priority bridges**

In addition to increasing funding for bridges, Congress should improve the ability of states and local governments to target scarce resources to the highest-priority bridge repair and replacement needs by making a number of changes to the bridge program.

- Reform the requirement that at least 15 percent of each state's allocation of Highway Bridge Program funding be spent on bridges that are not on the federal-aid highway system, primarily on low-volume local roads, which forces transportation agencies to fund lower priority projects and skip over important bridge needs. States that share funding with local governments at a rate proportional to their needs should be allowed to waive this requirement.
- Continue current flexibility that lets states and local governments select the highest-priority bridges for funding.
- Shift to a risk-based bridge inspection program that would allow states to define a risk-based inspection frequency and level of inspection based on the level of vulnerability

rather than requiring that all bridges be inspected every two years, regardless of structural conditions or risk;

- Eliminate the ten-year rule, which limits the ability of transportation agencies to spend federal money on the same bridge within a decade and makes major rehabilitation projects—which often must be phased over several years due to cost—unnecessarily complicated.

### **Focus on making the existing transportation system work more efficiently**

For decades, the *de facto* response to most transportation challenges has been an infrastructure solution such as building additional lanes or expanding an interchange. These will remain important, but infrastructure solutions alone will not be adequate to meet America's 21<sup>st</sup> century transportation challenges, particularly with the imperative of reducing greenhouse gas emissions looming over the transportation system. Faced with an inability to add capacity due to costs, policymakers will need to increasingly turn to solutions that reduce demand on the transportation system and make the existing system work more efficiently.

- *Intelligent Transportation Systems:* Intelligent Transportation Systems (ITS) applications can help make the existing work more efficiently and address congestion caused by traffic incidents. The Portland metro region has been a leader in deploying ITS solutions such as ramp meters and incident response vehicles, and use of additional tools such as intelligent signal systems that dynamically adapt to changing traffic conditions hold promise as well. The next authorization legislation should encourage development and deployment of the next generation of ITS applications.
- *Congestion Pricing:* Most parts of the transportation system have adequate capacity—except at peak commute periods. Across the world, transportation agencies are experimenting with charging higher rates for use of the transportation system at peak travel hours to encourage use of transit and shift non-essential trips to the off-peak period. While congestion pricing will have limited

applicability, Congress should consider reducing barriers to implementation of congestion pricing so states and local governments can deploy it where it would be appropriate and useful in managing demand.

**Encourage climate-friendly transportation solutions**

The transportation system produces about 33 percent of the nation’s greenhouse gas emissions, and road use is responsible for about three-quarters of these emissions. The next authorization legislation should invest resources and promote strategies to limit this impact by reducing the amount of vehicle miles traveled (VMT). While expanding public transportation in concert with implementing pricing or tolling could be one of the best ways to reduce VMT and thereby limit greenhouse gas emissions, a number of other strategies should be encouraged.

- *Land use/transportation integration:* The experience of Oregon and other states with integrating transportation and land use planning and decision-making has demonstrated that creating good land use patterns can help reduce demand on the road system. The next authorization legislation should look for ways to transplant elements of Oregon’s successful experiment with land use/transportation integration so that federal transportation policy encourages land use patterns that improve rather than harm the transportation system and reduce VMT.
- *Transportation Options:* Transportation demand management tools that encourage reduced reliance on single-occupancy automobiles can be cost-effective solutions to addressing transportation challenges. Educational campaigns such as the “Drive Less, Save More” initiative undertaken in the Portland metropolitan region have helped reduce the number of miles people drive, and wider application of telecommuting, carpooling, and other options could significantly reduce demand on the transportation system. Federal policy should provide resources for government agencies and the private sector to implement these initiatives.



*Walkers take advantage of a bicycle/pedestrian bridge in Tualatin.*

- *Bicycle/pedestrian infrastructure:* The next authorization legislation should provide adequate funding for bicycle and pedestrian infrastructure programs. Just as importantly, states and local governments should be encouraged to create communities that encourage travel by these environmentally-friendly and healthy modes of travel by making them safe and convenient.
- *Incentives for VMT reductions:* Congress should set a goal of reducing per capita VMT by a certain amount each year and then set aside funding to award as a bonus to states and metropolitan areas that meet this goal.

## Transportation Funding Trends

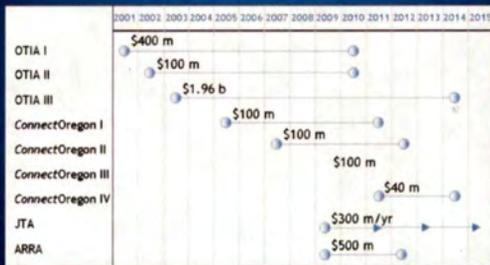
### Federal Surface Transportation Authorization Agenda for Region

City Council Meeting  
January 19, 2012

## Transportation Funding Trends By State and Federal Governments

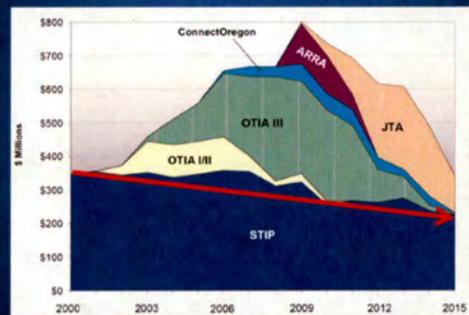
## State Funding Trends

### Major Oregon Transportation Investments by Act, 2001–2015



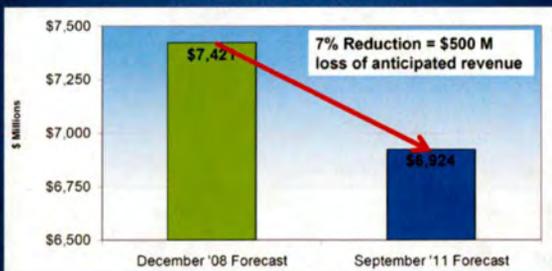
## State Funding Trends

### ODOT Capital Program



## State Funding Trends

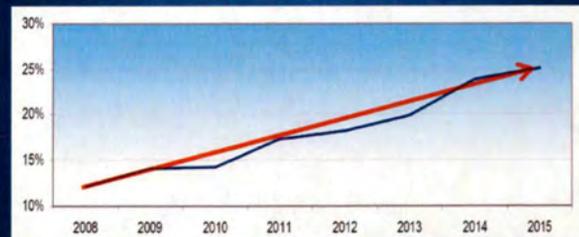
### Declining State Highway Fund Revenue Projections



Gross revenues 2008-15, exclusive of JTA

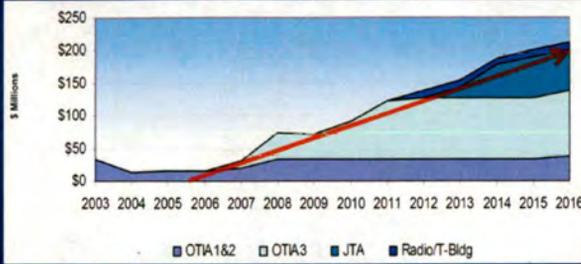
## State Funding Trends

### Increasing Portion of ODOT's Gross State Highway Fund Resources Going to Debt Service



### State Funding Trends

Increasing Portion of ODOT's Gross State Highway Fund Resources Going to Debt Service



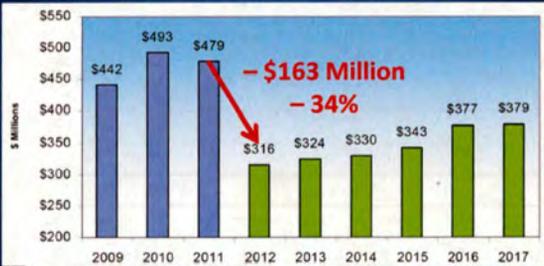
### State Funding Trends

ODOT Construction Program Adjusted for Inflation



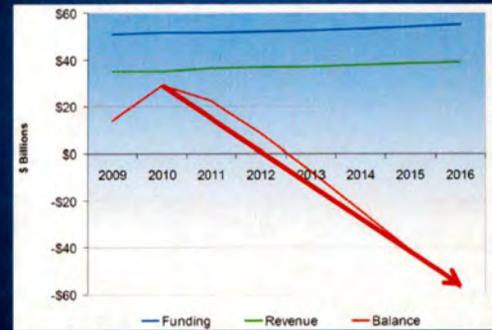
### State Funding Trends

Oregon Federal Highway Funding Without Additional Resources



### Federal Funding Trends

Federal Highway Trust Fund Finances



FY 2009  
Distribution  
of Federal  
Transportation  
Funds by  
Program:  
\$41.2 billion  
total



### Federal Surface Transportation Authorization Agenda for Region

### Congressional Proposals for Surface-Transportation Authorization

#### US House — “A New Direction” :

- \$285 billion, 6-year (47.5 billion/year)
- 1/3 reduction from current funding levels
- Oregon impact:
  - \$150-\$175 million reduction to State
  - \$30-\$40 million reduction to local governments

### Congressional Proposals for Surface-Transportation Authorization

#### US Senate — “Moving Ahead for Progress in the 21st Century (MAP-21)” :

- \$109 billion, 2-year (54.5 billion/year)
- Maintain current funding levels — but consolidate the number of programs
- Oregon impact:
  - Current fund flows to State and local governments
  - Reduced number of programs, change in focus

### Proposed MAP-21 Programs and Funds Compared to Current SAFETEA-LU



### Features of MAP-21

- Maintains current funding levels
  - New revenue sources needed
- Provides more “formula” funds with less strings attached
  - Don’t let transportation funds become ‘block grants’ more easily cut later by Congress
- Greater State/Local autonomy on use of funds
  - Metro reads bill to provide more control to states and less to metro regions
- Oregon Senator Jeff Merkley on committees

### Proposed Federal Transportation Authorization Agenda for Region

- Invest in America’s prosperity through infrastructure
- End the indecision
- Adequate funding for transit and highways
- Collaborative decision-making
- Planning for desired outcomes with less money
- Major transportation projects need support
- Passenger rail improvements more modest

### Transportation Funding Trends

### Federal Surface Transportation Authorization Agenda for Region

City Council Meeting  
January 19, 2012

King, Sandy

Rec'd 1/13/12 sek.

**From:** Doris Wehler <daweher@gmail.com>  
**Sent:** Friday, January 13, 2012 8:24 AM  
**To:** Goddard Richard; Hurst Steve; Mayor Tim Knapp; Nunez Celia; Starr Scott; King, Sandy  
**Subject:** Re: Testimony on compensation

Date: January 13, 2012

(Please include this e-mail in the Council Board packets with a request that it be read out loud at the meeting)

Re: Compensation for elected officials

I have read all the Council packet materials on the Elected Officials Stipends and Benefits. I am at a Boundary Committee meeting for the school district tonight so I cannot attend your meeting. Here are my recommendations, with which I feel many in our community would agree:

- (a) eliminate paying for insurance for Mayor and Councilors.
- (b) set Mayor's salary at \$500/month; nothing for Councilors.
- (c) continue with Mayor having cell phone and laptop.
- (d) reimburse Mayor and Councilors for mileage at the IRS rate.
- (e) reimburse Mayor and Council for other expenses directly related to position, such as necessary travel expense.

My recommendations are based on the following:

1. These are volunteer positions. We have a city manager form of government, not a strong mayor form.
2. There is no reason to provide insurance. Councilors must provide their own before and after serving on the Council. Providing insurance is increasingly expensive.
3. Stipends for the Mayor are out of line with other cities of our population. The current Mayor's salary is greater than any except Tigard. (There may have been changes from what is shown on the chart in the Council packet.)
4. Just because Wilsonville is a developing city doesn't mean that the duties of our mayor are greater than other cities, especially ones such as Tualatin, Sherwood and Lake Oswego. We have unique situations we address, but so do each of them.
5. The Council's stated willingness to share the load of an elected official attending outside meetings.

In the analysis of the Task Force, they said: "The Task Force is reluctant to send a message to future mayors that the city wants less time and effort from its Mayor." I counter that with point #5 above. The City Manager, or other designated staff, should be the city's representative except when an "elected official" is required.

Thank you for listening and carefully considering my recommendations.

Doris Wehler  
6855 SW Boeckman Road  
Wilsonville, Or 97070

*Rick 1/13/12  
ack*

Mayor Knapp, Council President Nunez and Councilors Goddard, Hurst and Starr,

I understand that Council will meet today to discuss compensation for elected officials and I assume that the focus will be on the Mayor's remuneration.

There have been those who have attempted to cast doubt on the importance of a Mayor's role in our city, implying that the City is actually run by the City Manager and that Councilors could take turns filling in for the Mayor at important regional meetings. I wonder how many important regional meetings those people attend. If they did attend, they would see that the people with clout around the table are the regional mayors. It is clear that the public face of Hillsboro, Beaverton, Tigard, Tualatin, Lake Oswego, Wilsonville and other cities is not a member of their councils, nor their city managers, but their mayors. It is also clear, in my experience, that any substitute for one of the mayors at the table is not a real player in the debates or decision making on that day. We citizens of Wilsonville need to recognize how complex and demanding the mayor's job has become and how much time must be dedicated to accomplish it. We have a great City Manager, but he has a different job from the Mayor. He is the day to day business manager of the City, keeping City staff and operations running efficiently. The Mayor is involved in such matters as regional land use and transportation issues, at Metro and elsewhere, and such local issues as attracting new jobs by recruiting new companies to the city, providing affordable housing, making sure our utility and local transportation infrastructure is efficient, cost effective and adequate, etc. etc. And who is the person who dedicates the time to lead the request, at the Metro, State and Federal level, for money to provide for all of this—why yes, it is our mayor.

The mayor of Wilsonville's job has become much more complex and requires a dedicated, intelligent, well balanced and responsive individual in the position, who is willing to spend the time to properly represent us. Wilsonville is a special place and we all want to keep it that way. We should not be compared with a Tualatin or Tigard. We need to offer compensation commensurate with attracting the right caliber of person to be the public face of this special place, not some average of mayoral compensation of surrounding cities. And when it comes down to it we will be getting a bargain because the Mayor's compensation is a very, very small portion of the annual budget of this City.

I respectfully ask you to take all of this into consideration in your deliberations.

Thank you.

Tony Holt

Wilsonville

January 13, 2012

**King, Sandy**

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**From:** Michelle Labrie Ripple <michelle@nwautomation.com>  
**Sent:** Thursday, January 19, 2012 1:34 PM  
**To:** Schur, Starla; City Council Members; Mayor; celianunez01@gmail.com; steven.j.hurst@gmail.com; richardgoddard2010@gmail.com; scottstarr97070@gmail.com; King, Sandy  
**Subject:** Elected Officials Stipends and Benefits  
**Importance:** High

(Please include this e-mail in the Council packets with a request that it be read out loud at the work session and council meeting.)

Honorable City Council,

I have read all the Council packet materials on the Elected Officials Stipends and Benefits. I was planning to attend in person but I have a conflict with my daughter's schedule so I am unable to. Here are my recommendations, which I have vetted with many people and business leaders in the community, all who feel strongly that it is time we pay our Mayor a fair stipend for the work he does on our behalf. It can't completely reimburse him for the time spent away from his own business interests but it will help.

(a) continue paying for health insurance for Mayor, Councilors and their families or eliminate it for all of them. It is not fair to take it away from the Mayor and give it to the rest of the councilors.

(b) Set Mayor's stipend at \$1500/month.

(c) continue with Mayor having cell phone and laptop.

(d) reimburse Mayor and Councilors for mileage at the IRS rate.

(e) reimburse Mayor and Council for other expenses directly related to position, such as necessary travel expense.

My recommendations are based on the following:

When considering how much stipend to pay our Mayor you need to also consider that Wilsonville is in a unique geographical position. We can't be compared to other surrounding communities. We have more entities that have a say in our livability than any of our neighbors. We are the only community that has all these factors:

We are subject to The Federal Government, The State of Oregon, Two counties, (Washington and Clackamas), Two school districts (Canby and WLWV), Metro (we are on the edge of the Urban Growth Boundary which makes us more vulnerable to Metro than our neighbors), ODOT (we are bisected by I-5) not to mention the entities that have jurisdiction over the Willamette River which also bisects us.

We need a Mayor who has the time, intellect, knowledge of the issues AND desire to represent our interests at all the entities that have a say in our livability. They all want to hear from our elected Mayor, NOT just our staff. We are the community we are today because we have had dedicated Mayors

who went to these multitudes of meetings on our behalf. Gone are the days of old when our Mayor could just focus on Wilsonville and not have a voice in the greater regional, state and national arena. Wilsonville may be a small community but we have big, powerful entities that could adversely affect us if we don't make sure we are well represented at all their meetings. The money our Mayor has brought in because of his trips to Washington, DC should be evidence enough of the importance of sending him and not just staff to represent our interests.

While it is nice to think that the other councilors will step up and attend some of these meetings, as a former councilor I can tell you, it is not realistic. Although everyone has good intentions, no one else will take the time to go or learn everything they need to know to do a good job representing us. (What is the attendance record of our councilors at their liaison assignments?? Liaison assignments are a commitment to our community that is just as important as the regional meetings the Mayor attends on our behalf. Too often it is tempting to assume that because we don't have much to say at the meetings as liaisons, it isn't important for us to attend. It is vitally important that council members attend and give good reports to the rest of the council. That is how Council knows what each of our boards and commissions are working on and stay abreast of what is happening in our community.) When I was on the council the Mayor attended the bigger regional meetings and the councilors attended the various City board and commission meetings. I believe this is still the case and no one else on the council has the necessary background, time or experience to represent us as well as Mayor Knapp does. It is important for future councils and Mayors that the job of Mayor be differentiated so that prospective candidates truly understand the commitment and amount of time it takes to do a good job. If we are to stay a community run by citizens who truly represent us then we need to make sure that more people can afford to run and not just people who can afford not to work very much. I had to leave my council position because I could no longer afford the time away from my own business. Doing the job of Mayor was completely out of the question.

A cell phone and laptop are essential tools. As a business owner I had to use a separate laptop and email account for city correspondence to make sure that my business computer could never be subpoenaed. It is only fair that the Mayor be given these tools to do his job. It also makes sense so that the documents, emails, presentations and everything else on the laptop be passed on to the next Mayor. It is also cost effective and more efficient for the Mayor's cell phone number to remain the same no matter who is Mayor.

Mileage and travel expenses should be self-explanatory. I think that reimbursement for actual expenses at the accepted IRS rate is fair and would avoid anyone being either over or under reimbursed.

Thank you for listening and carefully considering my recommendations.

Best regards,

*Michelle*

**Michelle Ripple**  
**Northwest Automation and Control**  
29851 SW Camelot St.

**Mayor Knapp: City Business Time Logs  
February 1, 2011 through June 16, 2011**

February:	92.5 hours
March:	113.6 hours (plus 5 nights away)
April:	149.7 hours
May:	111.5 hours
<u>June (thru 6/16):</u>	<u>50.8 hours</u>
4 ½ Month Total:	518.1 hours
Monthly Average:	115.1 hours per month

*Tim Knapp*

S 1/30  
M 1/31

Ph./EM. .2  
Breakfast w/ import & George 1.7  
Prep for work session 1.2  
Comm. w/ Work session 4.0  
Phone / EM. ~~8~~

JAN

T. 2/1  
W 2/2

Metro / WEA Breakfast "Building Tomorrow's Jobs" 3.5  
Phone / EM. .6  
Phone / EM. 3  
GAC 1.5

Th. 2/3  
F. 2/4

Phone / EM. .5  
C/4 3.0  
Phone / EM. .3  
Airport sub/pac 2.5

B.2

~~Lions Club Conference~~

S-2/5  
Tu 3/1

Lions Club Conference 1.0  
Mail + Ph. 3 + .2  
JPACT meeting - Plan DC Trip 2.1

W 3/2  
Th 3/3

Mail + Ph. .6  
Walden meeting w/ Council - 1.6  
Prep / meet w/ Trial Council. - 3.2  
Mail + Phone - .3  
W.E.A Breakfast - 2.8  
C/4 - 3.1

F 3/4  
Sat 3/5

Ph. & Email .3  
Review Conf Res / Bags / Pack for DC - 2.5

Sun. 3/6

Flight - leave 3:45 AM  
Arrive @ hotel 4:45 EST } 10.0 + 10.25 away

S 2/6 Hunt Coffee 2.5  
 2/7 Phone/Fm .5  
 M 2/7 Read Packet + Prep 2.0  
 WCC 2.0  
 P.M. .5 - 2:00  
 Work Ses - 2.0 -  
 Concert - 4.0  
 T 2/8 SBA/WEA 2.5 w/Alban  
 Phone/Fm 5.5  
 12:00/Off Sign Ord. f. 1.0  
 W 2/9 Phone/Fm - .5  
 Th 2/10 Ph/Fm - .6  
 Wal/Drum - 2.0  
 F 2/11 Ph/Fm - .7 (Scott S.) - Chad - Steph - Jenna  
 S 2/12 Ph/Fm - .3  
 Coffee w/ Roland - 1.4  
 Su 2/13 Email/Ph (Scott S.) 7  
~~Service BFM Cd.~~  
 M 2/14 Email/Ph Kink .6  
 Nurse BFM Cd. - .5  
 Phone/Jenna - .4  
 T 2/15 Email - .4  
 OR. Comm. Foundn Meeting - 1.5  
 " Hi Sped Rpt meet - 1.5 / Lauren  
 Meet w/ Staff - .6  
 Meet w/ Lynn Peterson - 1.7  
 Meet w/ Lou Olson - .6  
 W 2/16 Email - .4  
 Phone Conf. - Metro Reg / Climate Change Summit - .5  
 Call/meet w/ Scott Stev. - .3  
 Reserv Smart Comm? back at school - .3

- Th. 2/17 Email + Phone .7  
 meet w/ Lion Club. - 1.5  
 Conf. w/ Waldron. - 1.3  
 meet w/ Art Tech HS - 1.0  
 Talk w/ Tasha + Ottens. - .3  
 " w/ Hunt. - .3
- F 2/18 Email + Phone. - .6
- S 2/19 Review <sup>part</sup> w/ R Research <sup>Emails</sup> - 1.1
- Sa 2/20 Write w/ R P.O.V for paper - 3.5
- Ma 2/21 EMAIL - P.O.V + other. 4  
 Cong. Schnader Visit + Industrial Bus Tour 2.5
- T 2/22 Email - .3  
 Solo Open House 2.6
- W 2/23 Email + Phone - .4
- Th 2/24 Email .4  
 Prep for Council - 2.1  
 Council. - 4.7
- F 2/25 Email + Phone - .65  
 Visit City Hall - Sign Resolutions - .7  
 Council Retreat - 5.2  
 Speech (a Chabomea - .8
- SA 2/26 Lions Club Conf. - 1.0  
 Council Retreat - 6.7  
 Natl Guard Awards Dinner. - 5.5
- Su 2/27 6
- M 2/28 Meet w/ Staff Miller/Ottens - .7  
 Phone + Email -

Feb 25  
 Total

Mon 3/7 - 10.0<sup>0</sup> + 14.0 away  
 Tu 3/8 10.0 + 14.0 away  
 Wed 3/9 10.0 + 14.0 away  
 Th 3/10 10.0 + 14.0 away  
 Fri 3/11 5.0 + 19.0 away

Tu 3/17 Email - .3  
 Prep for phone/consult meeting - 1.2  
 Consult - 2.5

F 3/18 Flight - Leave hotel 5:50am EDT  
 to PDX Arrive home 3:45pm PPT ) 11.9

Su 3/20 Email - .3

M 3/21 Ph/Email - .3

T 3/22 Ph/Email - .4  
 meet w/ Staff Killop/Treka/Ottend - 1.5  
 " w/ Nguyen - 1.5

W 3/23 Phone/Email - 2.3

Th 3/24 " " - .6  
 Review Solo Does/discuss w/ Killop - 1.2

F 3/25 Phone/Email - .3  
 meet w/ Nguyen - 1.2

S 3/26 Ph/Email - .2

Su 3/27 meetings - 2.2 + .3

M 3/28 " " - 1.3

T 3/29 Phone/Email 1.2  
 meetings - 2.5

W 3/30 Ph/Email - 1.8

Th 3/31 Ph/Email - 1.6  
 MDA Harris/Salen - 3.5

108.5  
 March total  
 113.6

FR	4/1	Wato Climate Conf. - 5.5	
		Ph/Email	1.6
Su	4/3	meeting prep	1.0
		ph/Email	.2
M	4/4	meeting prep	2.5
		ph/Email	.6
		Council	7.3
T	4/5	Student Essay Eval	1.5
		Ph/Email	1.3
		Student Art Council	1.4
W	4/6	Ph/Email	1.5
		Meet w/ McCabe	.9
		GAC + discussion	2.3
		Council Exec. / WOTP	4.3
Th	4/7	Ph/Email	1.4 + .4
		4/4 meeting	3.5
F	4/8	Ph/Email	3.2
		NADP Meeting	1.7
		CC Commis. Lohan/Linnea	1.2
		Write <sup>(2)</sup> Opmon/Speman	2.1
S	4/9	meet Citizens	1.0
		ph/email	.3
S	4/10	ph/email	.3
M	4/11	Ph/email	.2 + .2
		Solo/Chamber meeting	2.1
T	4/12	Ph/Email	.3

(1998)

12.00 (49.8)

W 4/13	Ph/Email	- 2.5
	Chamber Meeting	- 1.9
	Chamber Luncheon	- 2.2
	Meeting/Golden	- 1.4
	MPAC	- 4.0
Th 4/14	Ph/Email	- 4.2
FR 4/15	Ph/Email	- 4.8
S 4/16	Ph/Email	- 1.6
	Meet w/Chamber, Councilors, Press	2.8
	City Event - High School	.8
Sa 4/17	Ph/Email	1.4 + 3
	Meet Council/Host/Train	2.3
M 4/18	Ph/Email	1.4
	meeting Prep	2.2
	Council Meeting	7.2
T 4/19	Ph/Email	.7
	Exec Search Prep	1.8
W 4/20	Ph/Email	.7
	Exec Search Prep	1.9
	Spec. Council Meeting Prep	.5
	Meeting/discussion	2.5
Th 4/21	Ph/Email	1.8
	Exec. Search Prep	1.0
	" " Meeting	3.0
	Meet w/ Press	1.5
F 4/22	Ph/Email	.8
	Grand Round Visit	8.0
S 4/23	Ph/Email	.9

1135

row 113.5

Sa 4/24 Ph/Email .4

M 4/25 Ph/Email .5

Budget Prep .6

meetings 4.5

Tu 4/26 Ph/Email .6

Budget Prep 1.0

Budget meeting 3.4

W 4/27 Ph/Email 1.3

meet Kalkhof & Press 1.7

Budget prep 1.7

sub 28.2

Th. 4/28 Ph/Email 1.2

Meeting Prep 1.0

Budget meeting 4.0

WEA 3.2

Bus. Meetings - 2.4

F 4/29 Ph/Email - 2.3

Chamber - 1.6

S 4/30 Ph/Email .5

Solo Campaign ~~5.3~~

~~Or. Tourism Conf. 1.2~~

APRIL  
149.7 hrs

Sa 5/1 Ph/Email .4

Solo Campaign 4.8

Or Tourism Conf. 1.2

M 5/2 Ph/Email 1.1

Meeting Prep 1.8

Council 3.5

T 5/3 Ph/Email 1.2

Budget Comm 3.4

188 19562

Wed 5/4 Ph/Email .4  
 CM Search 4.4  
 Chamber CAL 2.1  
 Th 5/5 Ph/Email .6  
 Re JPAET/MPAET 2.7  
 CM Search 3.7  
 Discussion w/ maps 1.1  
 Fr 5/6 Ph/Email .6  
 B+C Interview 1.2  
 SA 5/7 Ph + Email .3  
 Su 5/8 Ph + Email .4  
 M 5/9 Ph + Email 1.1  
 WCC 2.2  
 T 5/10 Ph + Email 1.6  
 Chamber Level 1.9  
 Citree Meeting 2.1  
 W 5/11 Ph/Email 2.1  
 CM Search 3.1  
 Th 5/12 Ph/Email 1.2  
 CM Search 4.4  
 Meet w/ maps 2.3  
 F 5/13 Ph/Email 2.2  
 So announce meet w/ staff 2.0  
 meet w/ press 1.2  
 B/C Interview 1.3

SA 5/14 Ph/Email .6  
 meetings 1.4  
 CM meeting 3.7  
 Su 5/15 Ph/Email .5  
 meetings 2.0  
 CM Proposal 1.5  
 Mo 5/16 Ph/Email .7  
 meeting prep 1.4  
 Council 6.3  
 Tu 5/17 Ph/Email 1.1  
 meetings .8  
 Wed 5/18 Ph/Email .6  
 meetings 1.7  
 Th 5/19 Ph/Email .8  
 meetings 1.5  
 Fri 5/20 Ph/Email .5  
 Mon 5/23 Ph/Email 1.2  
 Tu 5/24 Ph/Email .6  
 We 5/25 Ph/Email .5  
 WTP Open House 3.5  
 Th 5/26 Ph/Email .4  
 WEA 2.4  
 Ch City Econ Dev 3.0  
 C4 3.1  
 F 5/27 Ph/Email 1.4  
 Sat 5/28 Ph/Email .2  
 Su 5/29 Ph/Email .1  
 Mo 5/20 Ph/Email .2 / 4.17  
 Tu

46.2  
 sub

ph T

6.0

ph 5/29

5/25

Tu 5/30 Ph/Email .6  
 meet / Orgme 1.5  
 " / <sup>Pen</sup> Wplen 2.7 4.8

W 6/1 Ph/Email .5  
 CAC 1.8  
 HBA 3.3

Th 6/2 Ph/Email .3  
 PRE-JPAET 2.5  
 Carey Dugel/Taha 2.3  
 C/4 3.3

F 6/3 Ph/Email 1.4

Sa 6/4 Ph/Email .3  
 Parade/Arr 3.0

Su 6/5 Ph/Email .2  
 Ants .5

M 6/6 Ph/Email .9  
 meeting prep 1.6  
 Council 4.1  
 WCC 2.2

T 6/7 Ph/Email .7  
 Ecotology Event 1.2  
 resolution .6

W 6/8 Ph/Email .8  
 Solo Debarref 2.8  
 CCI 2.1

Th 6/9 Ph/Email .8  
 School Grounds 1.3

F 6/10 Ph/Email .4  
 Reported 1.3  
 SA 6/11 Ph/Email .4

Su 6/12 Ph/Email .2

M 6/13 Ph/Email 1.4  
 Logging .6

T 6/14 Ph/Email .6  
~~Chamber~~ Chamber 1.7

W 6/15 Ph/Email .7

Th 6/16 Ph/Email .5  
 Chamber 1.5  
 meetings + BBQ 3.4

~~F 6/17 Ph/Email 1.1~~

Feb - 92.5  
 (28 days)

March - 113.6 + 5 nights away  
 (31 days)

April - 149.7  
 (30 days)

MAY - 111.5  
 (31 days)

JUN - 50.8  
 (16 days)  
 2 1/2

---

518.1 ÷ 4.5 =  
 115.13/mo.

May Total  
 111.5

50.8



# ELECTED OFFICIAL STIPENDS AND BENEFITS

League of Oregon Cities  
Stephanie Foley, Research Associate

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# Elected Official Stipends & Benefits

Survey Conducted By:  
The League of Oregon Cities  
April 2006

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## INTRODUCTION

In May 2006, LOC conducted a survey to update its 2004 data on mayor and councilor stipends, or other benefits. The survey was sent out to All 240 LOC member cities, and 137 cities responded (57 percent).

The other benefits included in the survey are the following: travel reimbursements; cell phones; PERS/retirement; workers' compensation; professional/civic memberships; health insurance; utility billing credits; training/conferences; city credit cards. The survey instrument used to collect the data for this report can be found in Appendix A on page 19.

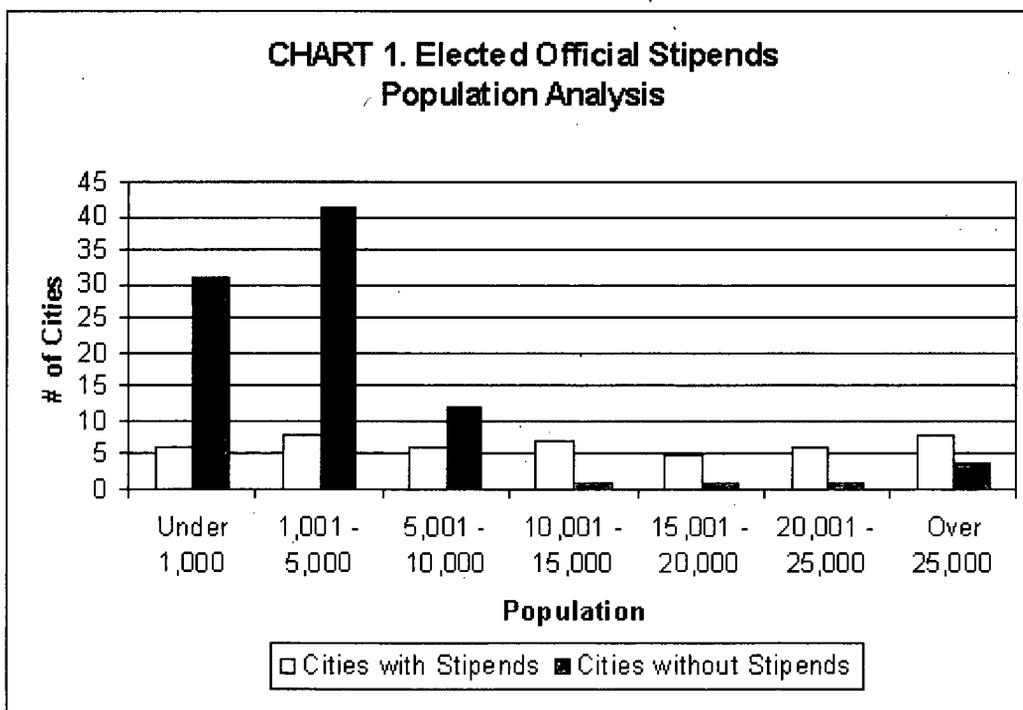
LOC would like to thank the responding cities for their time and efforts.

## ELECTED OFFICIAL STIPENDS

### Stipend Analysis

Of the 137 respondents, only 46 cities (34 percent) offer stipends or salaries to the mayors and/or councilors. Larger cities are more likely to have stipends than smaller cities.

Of cities with elected official stipends, 70 percent have populations over 5,000. Of the cities without elected official stipends, only 21 percent have populations over 5,000. The smallest city to have a stipend (for the mayor only), is Halfway, population 350. The largest city without stipends is Gresham, the fourth largest city with a population of 95,900. Chart 1 illustrates the population analysis for the stipend survey data. Information on stipend and salary amounts are located on p. 2. The list of cities without stipends is located on p. 4.



**TABLE 1. City Mayor and Councilor Stipends: General Information**

City	2005 Population	Stipend Information		
		Mayor (total per year)	Councilor (total per year)	Stipends Paid
Albany	45,360	\$1,980	\$1,320	Monthly
Ashland	20,880	\$500	\$300	Once per year
Astoria	9,910	\$1,200	\$720	Monthly
Aumsville	3,130	\$1,320	\$1,080	Monthly
Baker City	9,960	\$150	\$150	Quarterly
Bandon	3,065	\$2,400	\$1,200	Monthly
Banks	1,430	\$600	\$300	Twice per year
Beaverton*	83,095	\$134,244 + \$4,200 car allow.	\$14,400	Mayor - Biweekly Council - Monthly
Bend	70,330	\$2,400	\$2,400	Monthly
Canby	14,385	\$2,400	\$1,200	Monthly
Central Point	15,640	\$3,000	\$1,800	Monthly
Condon	770	\$600	\$250	Twice per year
Cornelius	10,585	\$600	\$600	Monthly
Corvallis	53,165	\$1,200	\$0	Monthly
Dallas	14,040	\$1,500	\$0	Monthly
Eugene	146,160	\$19,329	\$12,886	Biweekly
Forest Grove	19,565	\$1,800	\$1,200	Monthly
Glendale	915	\$900	\$0	Monthly
Gold Beach	1,930	\$1,500	\$1,140	Monthly
Haines	440	\$600	\$600	Monthly
Halfway	350	\$3,600	\$0	Monthly
Harrisburg	3,275	≈ \$345	≈ \$345	\$15/meeting
Hermiston	15,025	\$3,000	\$1,200	Monthly
Hillsboro	82,025	\$3,000	\$1,500	Monthly

\* Beaverton has a strong mayor, who serves as the full-time administrative head for the city.

**TABLE 1. City Mayor and Councilor Stipends: General Information (continued)**

City	2005 Population	Stipend Information		
		Mayor (total per year)	Councilor (total per year)	Stipends Paid
Island City	955	\$9,566	≈ \$300	See Below*
Klamath Falls	20,400	\$2,400	\$600	Monthly
Lebanon	13,940	\$3,600	\$2,400	Monthly
Mill City	1,555	\$960	\$540	Monthly
Milton-Freewater	6,540	\$2,500	\$1,200	Quarterly
Milwaukie	20,655	\$2,400	\$1,800	Monthly
Newberg	20,565	≈ \$3,792	≈ \$192	See Below**
North Powder	490	\$2,400	\$0	Monthly
Ontario	11,245	\$2,400	\$1,500	Monthly
Pendleton	17,025	\$1,800	\$1,200	\$75 & \$50/mtg.
Rockaway Beach	1,345	\$1,200	\$600	Monthly
Sheridan	5,785	\$100	\$75	Once per year
St. Helens	11,795	\$1,600	\$640	Quarterly
Sublimity	2,225	\$240	\$120	Monthly
Sweet Home	8,500	\$1,020	\$900	Quarterly
Talent	6,255	\$1,800	\$1,500	Biweekly
Tigard	45,500	\$5,700	\$4,200	Quarterly
Troutdale	14,880	\$6,000	N/A	Monthly
Tualatin	25,465	N/A	\$3,774***	Biweekly
West Linn	24,075	\$6,400	\$4,000	Quarterly
Wilsonville****	16,510	\$9,936	\$5,000	Monthly
Woodburn	22,110	\$600	\$300	Monthly

\* The mayor receives \$797 per month. Councilors receive \$25 per meeting.

\*\* Councilors receive \$8 per meeting. The Mayor receives \$300 per month, plus \$8 per meeting.

\*\*\* Grandfathered councilors may receive \$157.25 biweekly. New councilors may only receive health care.

\*\*\*\* Mayor salary includes \$300/mo. car allowance. Councilors may opt for stipends in lieu of health care.

**TABLE 2. Cities without Mayor and Councilor Stipends**

City	2005 Pop.
Adair Village	905
Adams	330
Adrian	150
Amity	1,480
Arlington	570
Aurora	785
Barlow	140
Bay City	1,170
Boardman	3,175
Brookings	6,185
Brownsville	1,530
Butte Falls	445
Cannon Beach	1,650
Canyonville	1,530
Carlton	1,585
Cascade Locks	1,155
Cave Junction	1,500
Clatskanie	1,660
Columbia City	1,785
Coos Bay	15,850
Cove	620
Creswell	4,525
Culver	1,020
Damascus	9,670
Depoe Bay	1,275
Detroit	255
Drain	1,045
Dufur	610
Dundee	2,965
Dunes City	1,330
Echo	695

City	2005 Pop.
Estacada	2,480
Falls City	960
Florence	8,185
Garibaldi	900
Gearhart	1,055
Gresham	95,900
Happy Valley	7,275
Huntington	520
Idanha	230
Imbler	290
Independence	7,515
Irrigon	1,790
Jefferson	2,515
John Day	1,845
Jordan Valley	240
Joseph	1,090
Junction City	4,945
Keizer	34,735
Lafayette	3,105
Lexington	260
Lyons	1,090
Madras	5,600
Malin	800
Manzanita	660
Medford	70,855
Millersburg	830
Monument	150
Mosier	420
Mt. Angel	3,630
Myrtle Point	2,510

City	2005 Pop.
Oakridge	3,680
Philomath	4,400
Pilot Rock	1,545
Port Orford	1,225
Prairie City	110
Prineville	9,080
Reedsport	4,240
Richland	150
Rivergrove	350
Roseburg	20,790
Rufus	270
Sandy	6,680
Scotts Mills	300
Seaside	6,165
Shady Cove	2,680
Siletz	1,130
Silverton	8,230
Springfield	55,855
Stayton	7,505
Tangent	955
The Dalles	12,505
Toledo	3,585
Veneta	3,955
Vernonia	2,275
Waldport	2,060
Wheeler	420
Winston	5,265
Wood Village	2,880
Yachats	730
Yoncalla	1,090

## Increasing Stipends

Compared with the 2004 survey, only eight cities increased their mayor stipends, and only four cities increased their councilor stipends. Please note that not all cities responded to both the 2006 and 2004 surveys. Many of the cities responded that the stipend amounts had not changed for many years. This is due to the fact that 39 cities (85 percent) have no set schedule for when the stipends will increase. Only six cities stated that they increase the stipends annually: Beaverton (mayor only); Eugene; Sublimity; Tualatin; West Linn; Wilsonville. Pendleton increases the stipends every third year.

Of the cities with stipends, 32 cities (70 percent) can change the stipend amounts by council recommendation. Six cities - Albany, Bandon, Beaverton, Gold Beach, Halfway and Troutdale - can only increase the stipends if it first comes from the budget committee, and is then approved by the council. Six cities - Ashland, Astoria, Baker City, Bend, Klamath Falls and West Linn - must receive voter approval for a charter amendment or ordinance/resolution in order to increase stipends. Eugene increases its stipends annually using the CPI index, and Tualatin increases their stipends in lieu of insurance as health coverage costs increase.

## **TRAVEL REIMBURSEMENTS AND ALLOWANCES**

### Mileage Reimbursements

One hundred and fourteen of the responding cities (83 percent) provide mileage reimbursements to their mayors and councilors for city business-related travel. Only 23 cities do not offer this benefit. Of those cities providing reimbursements, 97 cities (85 percent) had mileage rates of \$0.40 per mile or more, with the current IRS mileage rate being \$0.485. Eight cities had mileage rates from \$0.30 to \$0.395, and 3 cities still have rates as low as \$0.20 to \$0.25. Gold Beach has a mileage rate of \$0.10, but a gas card is also provided.

There were some cities that did not have mileage rates. Canyonville, Cave Junction (gas card), Halfway and Rufus (gas card) cover the actual cost of fuel. Cave Junction also provides the use of a city vehicle. The Mayor of Beaverton receives a \$350 per month car allowance in-lieu-of any mileage reimbursements.

### Meal Allowances & Reimbursements

Twenty-one of the responding cities (15 percent) stated that they do not provide allowances or reimbursements for meals while mayors and councilors are traveling. The remaining cities do provide meal reimbursements, but in different ways.

Of the cities with meal allowances, eighty cities (69 percent) reimburse meals at actual cost with no maximum rate. Thirty-two cities (28 percent) have meal allowances or reimbursement rates based on each meal, or a total per diem rate (See p. 6 for more details). Finally, four cities (3 percent) reimburse at rates set by either the U.S. General Services Administration (GSA) or the Internal Revenue Service (IRS).

TABLE 3. Travel Reimbursements for Mayors and Councilors

City	Mileage Rate	Daily Meal Reimbursement				
		Actual Cost	Breakfast	Lunch	Dinner	Per Diem (total)
Adair Village	\$0.445 per mile	✓				
Adams	\$0.485 per mile	✓				
Albany	\$0.485 per mile	✓				
Arlington	\$0.37 per mile	✓				
Ashland	\$0.445 per mile		\$6.00	\$7.00	\$17.00	
Astoria	\$0.445 per mile	✓				
Aumsville	\$0.445 per mile	✓				
Aurora	\$0.485 per mile	✓				
Baker City	\$0.445 per mile					\$35.00
Bandon	Current IRS Rate	✓				
Bay City	Current IRS Rate	Rate based on U.S. General Services Administration.				
Beaverton	Mayor receives \$350/month vehicle allowance					\$25 in-state \$35 out-of-state
Bend	\$0.445 per mile	✓	\$9.00	\$10.00	\$20.00	\$39.00
Boardman	\$0.445 per mile	✓				
Brookings	\$0.445 per mile		\$7.00	\$9.00	\$14.00	
Brownsville	Current IRS Rate	✓				
Canby	\$0.445 per mile	✓				
Canyonville	Cost of gas	✓				
Carlton	N/A	✓				
Cascade Locks	\$0.445 per mile	✓				
Cave Junction	Use city vehicles or city gas card		\$5.00	\$10.00	\$15.00	
Central Point	\$0.445 per mile	✓				
Clatskanie	Current IRS Rate	✓				

**TABLE 3. Travel Reimbursements for Mayors and Councilors (continued)**

City	Mileage Rate	Daily Meal Reimbursement				
		Actual Cost	Breakfast	Lunch	Dinner	Per Diem (total)
Columbia City	\$0.445 per mile		\$5.00	\$6.00	\$15.00	
Condon	\$0.405 per mile	✓				
Coos Bay	\$0.445 per mile		\$9.00	\$12.00	\$18.00	
Cornelius	\$0.445 per mile	✓				
Corvallis	\$0.445 per mile		\$7.00	\$10.00	\$20.00	\$37.00
Cove	Current IRS Rate	✓	\$5.00	\$10.00	\$15.00	
Creswell	\$0.445 per mile	✓				
Culver	State Rate	✓				
Dallas	\$0.435 per mile		\$7.50	\$10.00	\$17.50	
Damascus	\$0.445 per mile	✓				
Depoe Bay	Current IRS Rate	✓				
Detroit	\$0.445 per mile	✓				
Drain	\$0.445 per mile	✓				
Dunes City	\$0.35 per mile		\$6.00	\$7.00	\$18.00	
Estacada	\$0.485 per mile	✓				
Eugene	\$0.445 per mile	✓				
Florence	Current IRS Rate	✓				
Forest Grove	\$0.445 per mile	✓				
Garibaldi	Current IRS Rate	✓				
Gearhart	N/A	✓				
Gold Beach	\$0.10 per mile + city gas card		\$7.00	\$8.00	\$15.00	
Gresham	Current IRS Rate	✓				
Haines	\$0.415 per mile		\$7.50	\$10.00	\$15.00	
Halfway	Cost of gas	✓				

TABLE 3. Travel Reimbursements for Mayors and Councilors (continued)

City	Mileage Rate	Daily Meal Reimbursement				
		Actual Cost	Breakfast	Lunch	Dinner	Per Diem (total)
Happy Valley	N/A	✓				
Harrisburg	Current IRS Rate	✓	\$10.00	\$10.00	\$20.00	
Hermiston	\$0.36 per mile		\$10.00	\$10.00	\$20.00	
Hillsboro	\$0.445 per mile		\$8.05	\$9.20	\$17.25	\$34.50
Huntington	\$0.30 per mile		\$7.00	\$7.00	\$15.00	
Imbler	\$0.445 per mile	✓				
Independence	\$0.445 per mile	Rate based on U.S. General Services Administration.				
Irrigon	\$0.45 per mile	✓				
Island City	\$0.485 per mile	✓				
Jefferson	\$ 0.445 per mile	✓				
John Day	N/A	✓				
Jordan Valley	\$0.42 per mile	✓				
Joseph	\$0.20 per mile	✓				
Lebanon	Current IRS Rate	✓				
Lexington	Current IRS Rate	✓				
Lyons	\$0.485 per mile	N/A				
Madras	\$0.445 per mile	✓				
Malin	\$0.395 per mile	✓				
Manzanita	N/A	✓				
Medford	\$0.445 per mile	✓	\$8.00	\$12.00	\$18.00	
Junction City	Current IRS Rate	✓				
Keizer	\$0.445 per mile	✓				
Klamath Falls	\$0.445 per mile					\$30.00
Lafayette	\$0.445 per mile	✓				

**TABLE 3. Travel Reimbursements for Mayors and Councilors (continued)**

City	Mileage Rate	Daily Meal Reimbursement				
		Actual Cost	Breakfast	Lunch	Dinner	Per Diem (total)
Mill City	\$0.445 per mile		\$6.00	\$10.00	\$15.00	
Millersburg	\$0.445 per mile	✓				
Milton-Freewater	\$0.445 per mile	✓	\$10.00	\$15.00	\$25.00	\$50.00
Milwaukie	\$0.445 per mile	Rate based on U.S. General Services Administration.				
Monument	\$0.32 per mile	N/A				
Mosier	Current IRS Rate	✓				
Mt. Angel	Current IRS Rate	✓				
Port Orford	\$0.445 per mile	✓				
Prineville	\$0.445 per mile	✓				
Reedsport	Current IRS Rate	✓				
Richland	\$0.37 per mile	✓				
Rockaway Beach	\$0.405 per mile	✓				
Roseburg	Current IRS Rate	✓				
Rufus	City gas card	✓				
Sandy	Current IRS Rate	✓				
Myrtle Point	\$0.20 per mile	N/A				
Newberg	\$0.445 per mile	✓				
North Powder	Current IRS Rate	✓				
Oakridge	\$0.405 per mile	✓				
Ontario	\$0.445 per mile		\$7.00	\$9.00	\$15.00	
Pendleton	\$0.40 per mile	✓	\$6.50	\$8.50	\$13.00	
Philomath	\$0.445 per mile	✓				
Pilot Rock	\$0.485 per mile		\$10.00	\$10.00	\$15.00	\$35.00
Seaside	\$0.445 per mile		\$8.00	\$10.00	\$20.00	

**TABLE 3. Travel Reimbursements for Mayors and Councilors (continued)**

City	Mileage Rate	Daily Meal Reimbursement				
		Actual Cost	Breakfast	Lunch	Dinner	Per Diem (total)
Shady Cove	Current IRS Rate	✓				
Sheridan	\$0.445 per mile	✓				
Silverton	\$0.445 per mile	✓				
Springfield	\$0.445 per mile	✓	\$10.00	\$11.00	\$22.00	
St. Helens	\$0.445 per mile		\$10.00	\$15.00	\$25.00	\$50.00
Stayton	\$0.445 per mile	✓				
Talent	\$0.445 per mile	✓				
Tangent	\$0.45 per mile	✓				
The Dalles	Current IRS Rate	✓				
Tigard	\$0.445 per mile	✓				
Toledo	\$0.485 per mile		\$8.00	\$8.00	\$13.00	
Troutdale	\$0.445 per mile	✓				
Tualatin	\$0.445 per mile	✓				IRS rate
Veneta	Current IRS Rate	✓				
Vernonia	\$0.445 per mile		\$6.00	\$6.00	\$12.00	
Waldport	\$0.485 per mile		\$5.00	\$6.00	\$11.00	
West Linn	\$0.445 per mile					\$50.00
Wheeler	\$0.30 per mile	✓				
Wilsonville	\$0.445 per mile	✓				
Winston	Current IRS Rate	✓				
Wood Village	Current IRS Rate					\$30.00
Woodburn	\$0.25 per mile	✓				
Yachats	\$0.445 per mile	✓				
Yoncalla	\$0.445 per mile	✓				

Lodging Reimbursements & Limitations

LOC asked a question regarding allowances, reimbursements and limitations on lodging expenses for elected officials when traveling on city business. Ninety cities responded, of which 76 cities (84 percent) stated that they have no limitations, and reimburse lodging at actual cost. Most cities ask that mayors and councilors stay in hotels that have "reasonable rates."

Aumsville, Bay City, Florence, Madras and Tualatin reimburse at the Internal Revenue Service and/or the General Services Administration governmental rates. Cove has no limit on lodging rates, but if a mayor or councilor stays with family in lieu of a hotel room, the city provides \$15 for dinner. There were 8 cities that had monetary limitations on lodging rates (See Table 4).

City	Lodging Rate
Dunes City	\$60/night
Huntington	\$60/night
Independence	\$60/night
Mill City	\$90/night
Monument	\$100/night
Pendleton	\$60/night
Vernonia	\$100/night
Yoncalla	\$160/night

**OTHER BENEFITS FOR ELECTED OFFICIALS**

Benefit	Mayor	Councilor	More Details
Workers' Compensation	56 cities (41%)	49 cities (36%)	p. 12
PERS	4 cities (3%)	3 cities (2%)	p. 12
Cell Phones	16 cities (12%)	1 city (<1%)	p. 13
Utility Billing Credits	6 cities (4%)	6 cities (4%)	p. 13
Professional Memberships	87 cities (64%)	19 cities (14%)	p. 14
Health Insurance (elected-only)	1 city (<1%)	2 cities (1%)	p. 15
Health Insurance (elected & family)	7 cities (5%)	6 cities (4%)	p. 15
Training and Conferences	110 cities (80%)	105 cities (77%)	p. 16
Credit Cards	26 cities (19%)	7 cities (5%)	p. 18

**TABLE 6. Other Benefits - Workers' Compensation**

Workers' Compensation		
City	Mayor	Councilors
Albany	✓	✓
Ashland	✓	✓
Astoria	✓	✓
Aumsville	✓	✓
Bandon	✓	✓
Beaverton	✓	
Boardman	✓	✓
Canby	✓	✓
Canyonville	✓	✓
Cascade Locks	✓	✓
Cave Junction	✓	✓
Clatskanie	✓	✓
Condon	✓	✓
Dallas	✓	✓
Damascus	✓	✓
Depoe Bay	✓	✓
Eugene	✓	✓
Florence	✓	✓
Garibaldi	✓	✓
Glendale	✓	✓
Gold Beach	✓	✓
Haines	✓	✓
Halfway	✓	
Hillsboro	✓	✓
Imbler	✓	✓
Irrigon	✓	✓
Island City	✓	
Junction City	✓	✓

Workers' Compensation		
City	Mayor	Councilors
Klamath Falls	✓	✓
Lebanon	✓	✓
Lexington	✓	
Lyons	✓	✓
Mill City	✓	✓
Millersburg	✓	✓
Milton-Freewater	✓	✓
Newberg	✓	✓
North Powder	✓	
Oakridge	✓	✓
Ontario	✓	✓
Pendleton	✓	✓
Prairie City	✓	✓
Richland	✓	✓
Shady Cove	✓	✓
Sheridan	✓	✓
Silverton	✓	✓
Stayton	✓	
Troutdale	✓	✓
Tualatin	✓	✓
Veneta	✓	✓
Vernonia	✓	✓
Waldport	✓	✓
Wheeler	✓	✓
Wilsonville	✓	
Wood Village	✓	✓
Woodburn	✓	✓
Yachats	✓	✓

**TABLE 7. Other Benefits - Retirement**

PERS/Retirement			
City	Mayor	Councilors	Other Information
Beaverton	✓		
Eugene	✓	✓	If the mayor or councilors accept this offer, there would be a deduction in stipend/salary.
Pendleton	✓	✓	Same as Eugene.
Woodburn	✓	✓	Available only if the official is an active PERS member.

**TABLE 8. Other Benefits - Cell Phones**

City-Provided Cell Phone		
City	Mayor	Councilors
Arlington	✓	
Beaverton	✓	
Bend	✓	
Canby	✓	
Canyonville	✓	
Eugene	✓	
Gresham	✓	✓
Hillsboro	✓	
Huntington	✓	
Island City	✓	
Klamath Falls	✓	
Prineville	✓ (\$25/mo.)	
Shady Cove	✓	
Silverton	✓	
Wilsonville	✓	
Wood Village	✓	

**TABLE 9. Other Benefits - Utility Billing Credit**

Utility Billing Credit	
City	(Mayors and Councilors)
John Day	Monthly water/sewer bill
Malin	\$28/mo. for water bill
Pilot Rock	\$30.50 for monthly utility bill
Prairie City	Base water fee (\$14/mo.)
Sandy	Free SandyNet internet access
Tualatin	\$20/mo. credit on city utility bill

**TABLE 10. Other Benefits - Professional / Civic Memberships**

Professional / Civic Memberships		
City	Mayor	Councilors
Adair Village	✓	
Albany	✓	
Arlington	✓	
Ashland	✓	✓
Astoria	✓	✓
Aumsville	✓	
Aurora	✓	
Banks	✓	✓
Bay City	✓	
Beaverton	✓	
Bend	✓	
Boardman	✓	
Brookings	✓	
Canby	✓	
Canyonville	✓	✓
Carlton	✓	
Cave Junction	✓	
Central Point	✓	
Clatskanie	✓	✓
Condon	✓	✓
Cornelius	✓	
Corvallis	✓	
Cove	✓	
Creswell	✓	
Dallas	✓	
Damascus	✓	✓
Depoe Bay	✓	
Detroit	✓	
Drain	✓	✓
Dundee	✓	
Echo	✓	

Professional / Civic Memberships		
City	Mayor	Councilors
Estacada	✓	
Eugene	✓	✓
Florence	✓	
Forest Grove	✓	
Garibaldi	✓	
Gearhart	✓	
Glendale	✓	
Gresham	✓	✓
Haines	✓	
Hermiston	✓	✓
Hillsboro	✓	✓
Imbler	✓	
Independence	✓	
Irrigon	✓	
Island City	✓	
John Day	✓	
Jordan Valley	✓	
Junction City	✓	
Klamath Falls	✓	✓
Lebanon	✓	
Madras	✓	
Malin	✓	
Manzanita	✓	
Medford	✓	✓
Mill City	✓	
Millersburg	✓	
Milton-Freewater	✓	
Milwaukie	✓	✓
Newberg	✓	
Oakridge	✓	
Ontario	✓	

**TABLE 10. Other Benefits - Professional / Civic Memberships (continued)**

Professional / Civic Memberships		
City	Mayor	Councilors
Pendleton	✓	
Philomath	✓	
Port Orford	✓	
Prineville	✓	
Sandy	✓	
Shady Cove	✓	
Sheridan	✓	✓
Silverton	✓	
Springfield	✓	
St. Helens	✓	✓
Sublimity	✓	
Sweet Home	✓	
Talent	✓	

Professional / Civic Memberships		
City	Mayor	Councilors
Tangent	✓	
Toledo	✓	✓
Troutdale	✓	
Tualatin	✓	
Veneta	✓	
Vernonia	✓	
West Linn	✓	✓
Wheeler	✓	
Wilsonville	✓	
Wood Village	✓	
Yachats	✓	
Yoncalla	✓	

**TABLE 11. Other Benefits - Health Insurance**

Health Insurance Coverage				
City	Mayor (only)	Councilors (only)	Mayor & Family	Councilor & Family
Ashland			✓	✓
Beaverton*			✓	✓
Eugene			✓	✓
Forest Grove			✓	✓
Klamath Falls			✓	✓
Tigard			✓	✓
Tualatin**		✓	✓	
Wilsonville***	✓	✓		

\* Councilors may receive health insurance, but the monthly stipend is reduced by the premium amount.

\*\* This benefit may be paid as cash in-lieu-of coverage for grandfathered-councilors (see p. 3).

\*\*\* Councilors may opt for a stipend in-lieu-of health insurance (See p. 3).

**TABLE 12. Other Benefits - Trainings & Conferences**

Training and Conferences		
City	Mayor	Councilors
Adair Village	✓	✓
Albany	✓	✓
Arlington	✓	✓
Ashland	✓	✓
Astoria	✓	✓
Aurora	✓	✓
Aurora	✓	✓
Baker City	✓	✓
Bandon	✓	✓
Banks	✓	✓
Bay City	✓	✓
Beaverton	✓	✓
Bend	✓	✓
Boardman	✓	✓
Brookings	✓	✓
Brownsville	✓	✓
Canby	✓	✓
Canyonville	✓	✓
Carlton	✓	✓
Cascade Locks	✓	✓
Cave Junction	✓	✓
Central Point	✓	✓
Clatskanie	✓	✓
Condon	✓	✓
Coos Bay	✓	✓
Cornelius	✓	✓
Corvallis	✓	✓
Cove	✓	✓

Training and Conferences		
City	Mayor	Councilors
Creswell	✓	✓
Culver	✓	
Damascus	✓	✓
Depoe Bay	✓	✓
Detroit	✓	✓
Drain	✓	✓
Dundee	✓	✓
Estacada	✓	✓
Eugene	✓	✓
Florence	✓	✓
Forest Grove	✓	✓
Garibaldi	✓	✓
Gates	✓	✓
Gearhart	✓	✓
Glendale	✓	
Gold Beach	✓	✓
Gresham	✓	✓
Halfway	✓	✓
Happy Valley	✓	✓
Harrisburg	✓	✓
Hermiston	✓	✓
Hillsboro	✓	✓
Huntington	✓	✓
Imbler	✓	✓
Independence	✓	✓
Irrigon	✓	✓
Jefferson	✓	✓
John Day	✓	✓

**TABLE 12. Other Benefits - Trainings & Conferences (continued)**

Training and Conferences		
City	Mayor	Councilors
Joseph	✓	✓
Junction City	✓	✓
Keizer	✓	✓
Klamath Falls	✓	✓
Lafayette	✓	✓
Lebanon	✓	✓
Lyons	✓	✓
Madras	✓	✓
Malin	✓	✓
Manzanita	✓	✓
Medford	✓	✓
Mill City	✓	✓
Millersburg	✓	✓
Milton-Freewater	✓	✓
Milwaukie	✓	✓
Mosier	✓	✓
Myrtle Point	✓	✓
Newberg	✓	✓
Ontario	✓	✓
Pendleton	✓	✓
Philomath	✓	✓
Pilot Rock	✓	✓
Port Orford	✓	✓
Prineville	✓	✓
Reedsport	✓	✓
Richland	✓	✓
Rockaway Beach	✓	

Training and Conferences		
City	Mayor	Councilors
Roseburg	✓	✓
Seaside	✓	✓
Shady Cove	✓	✓
Sheridan	✓	✓
Sherwood	✓	✓
Silverton	✓	✓
Springfield	✓	✓
St. Helens	✓	✓
Stayton	✓	
Sublimity	✓	✓
Sweet Home	✓	
Talent	✓	✓
Tangent	✓	✓
Tigard	✓	✓
Toledo	✓	✓
Troutdale	✓	✓
Tualatin	✓	✓
Veneta	✓	✓
Vernonia	✓	✓
Waldport	✓	✓
West Linn	✓	✓
Wheeler	✓	✓
Wilsonville	✓	✓
Winston	✓	✓
Wood Village	✓	✓
Woodburn	✓	✓
Yachats	✓	✓

**TABLE 13. Other Benefits - Credit Cards**

<b>Issued City Credit Card</b>			
<b>City</b>	<b>Mayor</b>	<b>Councilors</b>	<b>Credit Card Limit</b>
Arlington	✓		(Has access to one)
Aumsville	✓		\$1,500
Banks	✓		\$3,000
Beaverton	✓		\$21,500
Bend	✓		
Brookings	✓		\$1,000
Columbia City	✓		\$2,000
Coos Bay	✓		\$2,000
Damascus	✓	✓	\$5,000
Eugene	✓		\$2,500
Gresham	✓	✓	\$5,000 (restricted)
Halfway	✓		\$1,000
Hermiston	✓	✓	
Hillsboro	✓	✓	\$5,000 (shared card)
Klamath Falls	✓		
Lyons	✓		
Madras	✓		
Millersburg	✓	✓*	\$3,000
Milton-Freewater	✓	✓	\$1,000 (shared card)
Newberg	✓		\$1,000
Ontario	✓		\$2,000
Richland	✓		(Debit Card)
Springfield	✓		\$2,500
Stayton	✓		\$2,500
Tangent	✓		\$500
The Dalles	✓	✓	\$2,000

\* Only two councilors have credit cards.

**APPENDIX A**  
**Elected Official Stipend Survey (2006)**

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

City: \_\_\_\_\_

**Councilor Salaries/Stipends**

*(Please circle answer)*

Does your city offer salaries or stipends to the mayor and/or councilors?      Yes      No

How much is the mayor salary/stipend?    \$ \_\_\_\_\_

How much are the councilors salaries/stipends?    \$ \_\_\_\_\_

The salaries/stipends are paid per:      Meeting      Month      Quarter      Year  
Other: \_\_\_\_\_

How often does the salary/stipend amount change?      Annually      Varies  
Other: \_\_\_\_\_

How is a salary/stipend change decided?      Council Recommendation/Action  
CPI Index      Other: \_\_\_\_\_

**Travel Reimbursements**

Does your city offer travel reimbursements to the mayor and/or councilors?      Yes      No

What is the current mileage reimbursement? \$ \_\_\_\_\_ /mi.

What is the daily meal reimbursement?    *(Check All that Apply)*

- Actual Cost                       \$ \_\_\_\_\_ for breakfast                       Daily per diem \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ for lunch                       \$ \_\_\_\_\_ for dinner

What is the limit on nightly lodging costs? \$ \_\_\_\_\_ /night.

Other lodging restrictions/limitations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A (continued)**

**Other Benefits**

*For each item below, please check whether or not this benefit is provided to the mayor and/or councilors in your city. If there is a text line, please fill in the amount provided, and any other relevant information.*

<u>OTHER BENEFITS</u>	<u>MAYOR</u>	<u>COUNCILORS</u>
▶ Cell Phone	<input type="checkbox"/>	<input type="checkbox"/>
▶ PERS/Retirement	<input type="checkbox"/>	<input type="checkbox"/>
▶ Workers' Comp.	<input type="checkbox"/>	<input type="checkbox"/>
▶ Professional/Civic Memberships (i.e. Oregon Mayors' Assoc.)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Health Insurance (elected officials only)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Health Insurance (elected officials & family)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Utility Billing Credit	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
▶ Training/Conferences	<input type="checkbox"/> \$ _____ (Budgeted Amt.)	<input type="checkbox"/> \$ _____ (Budgeted Amt.)
▶ Expense Budget	<input type="checkbox"/> \$ _____ (Budgeted Amt.)	<input type="checkbox"/> \$ _____ (Budgeted Amt.)
▶ City Credit Card	<input type="checkbox"/> \$ _____ <hr/> (Credit limit & permitted uses)	<input type="checkbox"/> \$ _____ <hr/> (Credit limit & permitted uses)

**OTHER COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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## **CITY COUNCIL MEETING AGENDA ITEM SUMMARY**

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### **Mayor's Compensation Task Force Framework**

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Meeting Date: January 20, 2011  
Report Date: January 13, 2011  
Source of Item:

Contact: Jeanna Troha  
Contact Telephone Number: 503-570-1520  
Contact E-Mail: troha@ci.wilsonville.or.us

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#### **ISSUE STATEMENT**

The City Council has held discussion regarding the formation of a task force to examine the appropriate compensation for the Mayor. This item is brought before the City Council to establish the members of the task force.

#### **BACKGROUND**

During last year's budget process, there were discussions among the budget committee members regarding the appropriate compensation for the position of Mayor given the associated duties. The topic was again discussed at a work session in October and Council concluded that a citizen task force should be established to review the duties of the Mayor and make recommendations regarding the appropriate compensation for that position. The City Council agreed to bring their ideas for the task force to the December 6, 2010 work session for discussion. At the December 6<sup>th</sup> work session, Councilor Nunez submitted to the Council a proposed framework for the task force including objectives, timeline, and recommended committee members (see attached). The topic was discussed and directed staff to formalize a process and bring back to the City Council for final action. Below is the basic structure of a Mayor's Compensation Task Force.

#### **RELATED CITY POLICIES**

NA

#### **COUNCIL OPTIONS**

As requested, staff has prepared a draft framework for a mayor's compensation task force. This is based upon City Council discussion at previous work sessions.

#### **Mayor's Compensation Task Force**

**Objective:** The objective of the task force is to examine the duties of the mayor position; assess Wilsonville's total compensation package to ensure competitiveness with other Portland Metro cities; determine the appropriate level of compensation given the required duties and make any recommended adjustments, if warranted, to the City Council.

Committee Members:

The task force would consist of 7 members representing a cross-section of the community. Suggested members include:

- Chamber of Commerce Representative; ex. Chamber President or Other Member
- Member of Wilsonville Boards and Commissions; ex. Planning Commission or DRB Chair
- Elected or appointed official from other government; ex. Clackamas County Sheriff or TVF&R Chief
- Community Member with Human Resources background
- Citizen Member of Budget Committee
- General Community Representative
- City Council Member

Timeline:

January: Task Force Formed; Committee Members Determined  
February-March: Task Force Meets  
April-May: Final Recommendation to City Council

**SUGGESTED MOTION**

Staff recommends that each City Council member come to the January 20<sup>th</sup> council work session prepared to finalize the framework for the task force and decide who you will ask to serve as committee members.

In order to move this task force forward in a timely manner, each Council member should think of people you would recommend for the task force. In an effort to facilitate this process, please come to the work session with recommended names of individuals for each represented area of the task force as listed above.

Work Session Outcomes include names of individuals to contact about serving on the task force and consensus regarding the objective and timeline.

**ATTACHMENTS**

Attachment A (Councilor Nunez hand-out December 6, 2010 Council work session).

## MAYOR'S COMPENSATION SURVEY MAY 2009

City	Population 2008*	Salary (monthly)	Insurance	Equipment	Car	Other
Canby	15,165	\$200	\$0	No	No	
Forest Grove	21,465	\$150	\$1,202	No	City	
Gladstone	12,215	\$0	\$0	No	Mileage	
Hillsboro	89,285	\$2,000	\$2,000 life insurance policy	Tri-met pass, flu shot, logo shirt, laptop computer	Mileage	Training, travel and dues reimbursed
Lake Oswego	36,590	\$334	\$0	No	No	
McMinnville	32,400	\$0	\$0	No	No	LOC & other conferences
Milwaukie	202,915	\$300	\$0	No	No	
Newberg	22,645	\$300	\$0	No	Mileage	Reimburse expenses
Oregon City	30,405	\$0	\$0	Laptop	Mileage	Reimburse expenses
Sherwood	16,420	\$0	\$0	\$80/mo (cell)		Reimburse expenses
Tigard	47,170	\$3,500 (\$42,000/year)	\$1,465	No	Mileage when traveling out of town	Can participate in city's health insurance (they pay same as employees). Per diem and transportation for conferences out of town.
Tualatin	26,040	\$20 (to water bill)	\$1,251	No	Mileage	Reimburse expenses
West Linn	24,400	\$552	\$0	Laptop	No	Publications, training
Woodburn	23,366	\$50	\$0	Laptop	Mileage	
Wilsonville	17,940	\$2,000	\$491.30/month	Cell phone	\$400/mo Car allowance	LOC, reimburse expenses, training

\*Prepared by Population Research Center, PSU, March 2009

Wilsonville Councilors receive 446.64 per month. This is in lieu of insurance. Alan has declined money and insurance.

The amount they receive is based on the Blue Cross insurance premium for a single employee and is adjusted each year according to the current rate.

**Mayor's Compensation Task Force Candidates  
 Provided by City Council Members  
 January 31, 2011**

<b>Councilor</b>	<b>Chamber of Commerce</b>	<b>Board &amp; Commission</b>	<b>Other Governmental Jurisdiction</b>	<b>Community Member w/ HR Background</b>	<b>Citizen Budget Committee Member</b>	<b>General Community Representative</b>	<b>Council Member Representative</b>
Mayor Knapp	Scott Phillips	Eric Postma	Craig Roberts, CCSD Jeff Johnson, former TVF&R Chief Mike Duyck, TVF&R Chief	Any HR Director from one of 5 largest Wv employers	Chris Moore or Tony Holt	David Lake Lynn Todd Mary Furrow	Steve Hurst
Council President Núñez	Scott Phillips		Craig Roberts, CCSD Mike Duyck, TVF&R Chief				
Councilor Hurst	Robert Bennett	Marta McGuire	Craig Roberts, CCSD		Chris Moore	Brian Noll	
Councilor Goddard							
Councilor Starr							

6/7/10  
Council Packet

City	Pop (2009)	Salary (monthly)	Insurance	Equipment	Car	Total Compensation
Tigard	47,460	\$3,541	\$1,465	Laptop	No	\$60,072
Wilsonville	18,020	\$1,327	\$512	Laptop/Cell	\$400	\$26,863
Hillsboro	90,380	\$2,000	\$0	\$15/mo tech	Mileage	\$24,180
Tualatin	26,130	\$20 (to water bill)	\$1,328	No	Mileage	\$16,179
West Linn	24,400	\$552	\$0	Laptop	No	\$6,624
Lake Oswego	36,755	\$334	\$0	No	No	\$4,008
Newberg	23,150	\$300	\$0	No	Mileage	\$3,840
Milwaukie	20,920	\$300	\$0	No	No	\$3,600
Canby	15,230	\$200	\$0	No	Mileage	\$2,400
Forest Grove	21,500	\$150	City pays 95% if enrolled	No	City	\$1,800
Sherwood	16,640	\$0	\$0	\$80/mo (cell)		\$960
Woodburn	23,350	\$50	\$0	Laptop	Mileage	\$600
Gladstone	12,215	\$0	\$0	No	Mileage	\$0
McMinnville	32,760	\$0	\$0	No	No	\$0
Oregon City	30,710	\$0	\$0	Laptop	Mileage	\$0

## Mayor's Duties, Responsibilities, And Compensation

CITY	POPULATION (2009)	MONTHLY SALARY	INSURANCE	EQUIPMENT	CAR	TOTAL
Tigard	47,460	\$ 3,541.00	\$ 1,465.00	Laptop	None	\$ 60,072.00
Wilsonville	18,020	\$ 1,327.00	\$ 512.00	Laptop/Cell	\$400	\$ 26,863.00
Hillsboro	90,380	\$ 2,000.00	None	\$15 Mo/Tech	Mileage	\$ 24,180.00
Tualatin	26,130	\$20 (to Water bill)	\$ 1,328.00	None	Mileage	\$ 16,179.00
West Linn	24,400	\$ 552.00	None	Laptop	None	\$ 6,624.00
Lake Oswego	36,755	\$ 334.00	None	None	None	\$ 4,008.00
Newberg	23,150	\$ 300.00	None	None	Mileage	\$ 3,840.00
Milwaukie	20,920	\$ 300.00	None	None	None	\$ 3,600.00
Canby	15,230	\$ 200.00	None	None	Mileage	\$ 2,400.00
Forest Grove	21,500	\$ 150.00	City contr 95% if enrolled	None	City	\$ 1,800.00
Sherwood	16,640	\$ -	None	\$80 Mo/Cell		\$ 960.00
Woodburn	23,350	\$ 50.00	None	Laptop	Mileage	\$ 600.00
Gladstone	12,215	\$ -	None	None	Mileage	\$ -
McMinnville	32,760	\$ -	None	None	None	\$ -
Oregon City	30,710	\$ -	None	Laptop	Mileage	\$ -

### Mayor's Compensation Task Force:

**Objective:** To determine the following:

1. Assess City of Wilsonville Mayor's total compensation package to ensure competitiveness.
2. Leverage Mayoral duties to determine whether accountabilities warrant increase.
3. Based on findings, make a total compensation recommendation, if any, should Task Force determine package is non-competitive.

**Criteria:**

Must Stay within City of Wilsonville Budget

Must fall within timeline and budget year

Business case should be compiled to present to the City of Wilsonville

Must align to comparable other cities

**Timeline:**

90 Days with a proposed recommendation to City Council

Final approval within 60 Days of proposed recommendation by City Council

**Committee Members: (Suggested)**

Council Member

Senior Community

Youth Representative

Certified Public Accountant/Finance Background

Business Community

Religious Community

Human Resource Specialist

*work session,  
12/6/10  
Celia Harez*

# Memo

To: Wilsonville City Council

From: Mayoral Compensation Task Force  
Steve Hurst, Chair  
Chris Moore  
Eric Postma  
Mary Furrow

CC: Jeanna Troha  
Starla Schur

Date: March 15, 2011

Re: Mayoral Compensation Task Force Recommendation

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## **Background**

Two years ago the Wilsonville Budget Committee approved a salary increase for the Mayor. The Mayor's salary was increased from \$577 per month to \$1327 per month. By including the Mayor's car allowance and insurance cost, this brings the Mayor's total annual compensation to \$26,863 plus laptop and mobile phone expense. This amount is higher than other nearby communities with similar populations.

City Council and many members of the community have questioned whether the salary increase was appropriate given the current economic climate and the appropriate role of the Mayor in city affairs. The Mayoral Compensation Task Force was selected by City Council to evaluate the appropriate level of compensation for the position of Mayor based on the duties assigned to the position.

The Task Force reviewed and discussed relevant provisions of the City Charter, the list of meetings attended by the Mayor, City Councilors and staff, and a survey of compensation of Mayors in neighboring communities before and after the recent increase.

## **Factors Considered**

The Task Force recognized that the past two individuals to occupy the office of Mayor of the City of Wilsonville were able to dedicate more time to the office than is required under the City Charter. It was noted that, despite the limited duties delineated for the Mayor in the City

Charter, the Mayor is called upon to participate in various other functions on behalf of the City and that the time requirements currently expected of the office of Mayor may be unreasonable in light of the compensation. However, the Task Force recognizes the extraordinary efforts of City Councilors and the many volunteers that serve on boards, panels and committees that generally receive no compensation at all.

The City Charter's basic description of the office of Mayor lists only minimal duties. The Task Force evaluated whether the Mayor's compensation should be limited to what is required of the Mayor under the City Charter. The Task Force then discussed the council/manager form of government as described in the City Charter, the role of the Mayor being limited to running the meetings and breaking a tie vote of the Council, and the appropriate compensation in light of such a limited role.

The Task Force received and reviewed a memo from Jeff Johnson who was unable to attend the meeting and therefore did not vote. His memo is available if requested.

The Task Force discussed the car allowance, equipment and insurance available to the Mayor to determine whether compensating the Mayor for these items is consistent with the requirements of the office.

### **Recommendation**

The Task Force recommends Council retain the Mayor's salary of \$1327 per month and discontinue the insurance, laptop and replace the car allowance with mileage reimbursement at the same rate the city pays employees. This would result in a reduction of total annual compensation from \$26,863 to \$15,924.

### **Analysis**

Although the Task Force recognizes the volunteer nature of the office of Mayor and the limited role proscribed in the City Charter, the Task Force is reluctant to send a message to future mayors that the city wants less time and effort from its Mayor. City Council is encouraged to pursue this question further to determine exactly what the Mayor spends time on, whether the city is better served by having City Council or staff handle more of those duties, and whether a comprehensive description of the requirements of the office of Mayor should be prepared to inform the Mayor and the public of the specific duties and tasks assigned to the Mayor. But the Task Force agreed that the Mayor's accessibility, involvement and leadership is of significant benefit to the City of Wilsonville and should be encouraged by a reasonable level of compensation. By making reductions in the other areas noted below, the City of Wilsonville can bring the total compensation in line with similarly situated communities while continuing to encourage a significant time commitment from the Mayor.

Of the sixteen nearby cities listed in the survey, Wilsonville is the only one providing a monthly car allowance of \$400. Many of the other cities compensate the mayor for mileage at the rate determined by the Internal Revenue Service. The Task Force agreed that some reimbursement for driving on city business is appropriate, but that \$400 may be excessive depending on the

amount of driving actually required. Therefore, the Task Force recommends mileage compensation instead of the current car allowance.

The Mayor currently receives a cellular telephone/Blackberry and laptop computer for use in connection with the duties of the office. The Task Force agreed that a Blackberry, mobile telephone or other such communication device can help the Mayor be more effective by permitting real time communication with staff during testimony or other public meetings, and by providing increased accessibility during times of crisis. But the Task Force questioned whether a laptop computer furthers the goals of the office. Although the Mayor is encouraged to spend time representing the city and being visible in the community, tasks that put the mayor in front of a computer are probably better performed by staff or others.

The Task Force was unable to see how the \$512 monthly insurance allowance furthers the goals of the office. It was noted that this benefit is also extended to members of the City Council, and any action on this subject will equally affect City Council members. City staff was asked to evaluate whether elected officials could purchase insurance coverage under plans currently provided to staff so that insurance could still be made available to elected officials without costing taxpayers.

City of Wilsonville  
**Mayoral Compensation Task Force**  
March 15, 2011  
6:00 p.m.  
Arrowhead Creek Conference Room

Task Force Members:

Steve Hurst, Chair  
Scott Phillips  
Eric Postma

Chris Moore  
Mary Furrow

**Agenda**

6:00 P.M. Call to Order

- Introductions
- Background and Purpose
  - Purpose: Review and Analyze mayoral duties and determine appropriate level of compensation.
- Discussion
- Next Steps

8:00 P.M. Adjourn

Attachments:

- City Charter
- List of Mayoral Meetings
- Survey of Mayor Salaries
- List of Task Force Members And Email Addresses

# **CHARTER OF THE CITY OF WILSONVILLE**

To provide for the government of the City of Wilsonville, Clackamas and Washington Counties, Oregon; and to repeal all Charter provisions the city enacted prior to the time this Charter takes effect.

Be it enacted by the people of the City of Wilsonville, Clackamas and Washington Counties, Oregon

## **CHAPTER I**

### **NAME AND BOUNDARIES**

Section 1. **TITLE OF ENACTMENT.** This enactment may be referred to as the Wilsonville Charter of 1987 and shall become effective January 1, 1987.

Section 2. **NAME OF CITY.** The City of Wilsonville, Clackamas and Washington Counties, Oregon, shall continue to be a municipal corporation with the name, "City of Wilsonville".

Section 3. **BOUNDARIES.** The city shall include all territory encompassed by its boundaries as they now exist or are hereafter modified pursuant to law. The City Recorder shall keep an accurate, up-to-date description of the boundaries and make copies of this charter and boundary descriptions available for public inspection.

## **CHAPTER II**

### **POWERS**

Section 4. **POWERS OF THE CITY.** The city shall have all powers that the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

Section 5. **CONSTRUCTION OF CHARTER.** In this charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the city would have if the particular power were not mentioned. The charter shall be liberally construed to this end that the city may have all powers necessary or convenient for the conduct of its municipal affairs, including all powers that cities may assume pursuant to state laws and to the municipal home rule provisions of the state constitution.

### **CHAPTER III**

#### **FORM OF GOVERNMENT**

Section 6. **WHERE POWERS VESTED.** Except as this charter provides otherwise, all powers of the city are vested in the Council; the elected officers of the city.

Section 7. **COUNCIL.** The Council shall be composed of a Mayor and four Councilors elected from the city at large.

Section 8. **COUNCILORS.** Councilors in office at the time this charter takes effect shall continue in office until the end of the present term of office of each. At each biennial general election after this charter takes effect, two Councilors shall be elected, each for a term of four years.

Section 9. **MAYOR.** At the biennial general election held in 1988, and every fourth year thereafter, a Mayor shall be elected for a term of four years. The term of Mayor elected at the 1986 general election shall continue until January 1, 1989.

Section 10. **APPOINTIVE OFFICERS.** Additional officers of the city shall be a City Manager, City Attorney and Municipal Judge and other officers and the Council deems necessary. The Council shall appoint and may remove any of these officers by a majority vote of all incumbent members of the Council. In judicial functions, the Municipal Judge shall not be subject to supervisory by any other officer.

Section 11. **SALARIES.** The compensation for the service of each city officer and employee shall be the amount fixed by the Council.

Section 12. **QUALIFICATIONS OF ELECTED OFFICERS.** No person shall be eligible for an elective office of the city unless at the time of his election, he is a qualified elector within the meaning of the state constitution and has resided in the city during the twelve months

immediately preceding the election. No person shall hold an elected office of the city if the person is an employee of the city. The Council shall be the final judge of the qualifications and election of its own members.

**CHAPTER IV**  
**CITY COUNCIL**

Section 13. **MEETINGS.** The Council shall hold a regular meeting at least once each month in the city at a time and place with it designates. It shall adopt rules for the government of its members and proceedings. The Mayor or three Council members may call special meetings of the Council. Special meetings may also be held at any time by the common consent of a quorum of all members of the Council at any regular meeting.

Section 14. **RECORDS OF PROCEEDINGS.** The Council shall cause a record of its proceedings to be kept.

Section 15. **QUORUM.** A majority of the incumbent members of the Council shall constitute a quorum for its business.

Section 16. **PROCEEDINGS TO BE PUBLIC.** No action by the Council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

Section 17. **MAYOR'S FUNCTIONS AT COUNCIL MEETINGS.** The Mayor shall preside over Council deliberations and shall have a vote on all questions before the Council. The Mayor shall preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council.

Section 18. **PRESIDENT OF THE COUNCIL.** At its first meeting after this charter takes effect and thereafter at its first meeting of each odd-numbered year, the Council shall elect a president from its membership. In the Mayor's absence from a Council meeting, the president shall preside over it. Whenever the council determines that the Mayor is unable to perform the functions of the office, the president shall act as Mayor.

Section 19. **VOTE REQUIRED.** Except as this charter otherwise provides, the concurrence of a majority of members of the Council voting when a quorum of the Council is present shall decide any questions before it.

**CHAPTER V**  
**POWERS AND DUTIES OF OFFICERS**

Section 20. **MAYOR.** The Mayor shall appoint the Council committees provided by the rules of the Council. The Mayor shall sign all records of proceedings approved by the Council. The Mayor shall have no veto power and shall sign all ordinances passed by the Council within three days after their passage. After the Council approves a bond of a city officer or a bond for a license, contract or proposal, the Mayor shall endorse the bond.

Section 21. **CITY MANAGER.** (a) Qualifications. The City Manager shall be the administrative head of the government of the city. The City Manager shall be chosen by the Council without regard to political considerations and solely with reference to executive and administrative qualifications. The manager need not be a resident of the city or of the state at the time of appointment.

(b) Terms. The manager shall be appointed for an indefinite term and may be removed at the pleasure of the Council. Upon any vacancy occurring in the office of manager after the first appointment pursuant to this charter, the Council at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than six months after adopting the resolution, the Council shall appoint a manager to fill the vacancy.

(c) Powers and Duties. The powers and duties of the manager shall be as follows:

(1) The manager shall devote full-time to the discharge of the manager's official duties, attend all meetings of the Council unless excused therefrom by the Council or the Mayor, keep the Council advised at all times of the affairs and needs of the city, and make reports annually, or more frequently if requested by the Council, of all the affairs and departments of the city.

(2) The City Manager shall see that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits and privileges granted by the city are observed.

(3) The manager shall designate a City Recorder and shall appoint and may remove appointive city officers and employees except as this charter

otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. The City Manager shall organize and supervise the departments to the end of obtaining the utmost efficiency in each of them. The manager shall have no control, however, over the Council, over the Mayor, over the City Attorney, or over the judicial activities of the Municipal Judge.

(4) The manager shall act as purchasing agent for all departments of the city. All purchases shall be made by requisition signed by the manager or his designate.

(5) The manager shall be responsible for preparing and submitting to the budget committee the annual budget estimates and such reports as that body requests.

(6) The manager shall supervise the operation of all public utilities owned and operated by the city and shall have general supervision over all city property.

(d) Seats at Council Meetings. The manager and such other officers as the Council designates shall be entitled to sit with the Council but shall have no vote on questions before it. The manager may take part in all Council discussion.

(e) Manager Pro Tem. Whenever the manager is absent from the city, is temporarily disabled from acting as manager, or whenever the office becomes vacant, the Council shall appoint a manager pro tem, who shall possess the powers and duties of the manager. No manager pro tem, however, may appoint or remove a city officer or employee except with the approval of the Council. No manager pro tem shall hold the position as such for more than six months, and no appointment of a manager pro tem shall be consecutively renewed.

Section 22. **MUNICIPAL JUDGE.** The Municipal Judge shall be the judicial officer of the city. The judge shall hold within the city, a court known as the municipal court for the City of Wilsonville, Clackamas and Washington Counties, Oregon. The court shall be open for the transaction of judicial business at times specified by the Council. All areas within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise

original and exclusive jurisdiction of all offenses defined or authorized by ordinances of the city. The judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before the judge, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts.

Notwithstanding this section or section 10 of this charter, the Council may provide for the transfer of powers and duties of the municipal court to the appropriate district court of the State of Oregon.

Section 23. **CITY RECORDER.** The City Recorder shall serve ex officio as clerk of the Council, attend all its meetings unless excused therefrom by the Council and keep an accurate record of its proceedings. In the Recorder's absence from a Council meeting, the Mayor shall appoint a clerk of the Council pro tem, who, while acting in that capacity, shall have all the authority and duties of the Recorder.

## **CHAPTER VI**

### **ELECTIONS**

Section 24. **REGULATION OF ELECTIONS GENERALLY.** Except as this charter provides otherwise and as the Council provides otherwise by ordinance, the general laws of the state shall apply to city elections.

Section 25. **TIE VOTES.** In the event of a tie vote for candidates for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by the Council.

Section 26. **COMMENCEMENT OF TERMS OF OFFICE.** The term of office of a person elected to a city office at a regular city election commences on January 1<sup>st</sup> of the year immediately following the election.

Section 27. **OATH OF OFFICE.** Before commencing the duties of elective office, each officer shall take an oath or shall affirm faithful performance of the duties of the office and support for the constitutions and laws of the United States and the State of Oregon.

Section 28. **NOMINATIONS.** A qualified elector who shall have resided in the city during the 12 months immediately preceding the election may be nominated for an elective city position. Nomination shall be by petition specifying the position sought in a form prescribed by the Council. Such petition shall be signed by not fewer than 20 electors. Nomination petitions shall be in the form and filed in the manner and within the time prescribed by ordinance and state law. The City Recorder shall make a record of the exact time at which each petition is filed and shall take and preserve the name and address of the person by whom it is filed.

## **CHAPTER VII**

### **VACANCIES IN OFFICE**

Section 29. **VACANCY.** An office shall be deemed vacant upon the incumbent's death, adjudicated incompetence, conviction of a felony, resignation or recall or upon the incumbent's ceasing to possess the qualifications necessary for the office; or upon the failure of the person elected or appointed to an office to qualify therefor within ten days after the time for the term of office to commence; and in the case of Mayor or Councilor, upon the absence from meetings from the Council for 60 days or absence from the city for 30 days without consent of the Council; and upon a declaration by the Council of the vacancy.

Section 30. **FILLING OF VACANCIES.** Vacancies in elective offices of the city shall be filled by appointment by a majority of the incumbent membership of the Council. The appointee's terms of office shall begin immediately upon appointment and shall continue until the first day of January following the next biennial election; and if the term of office does not then expire, the remainder thereof shall be filled by election at such biennial election. During the temporary disability of any officer or during the absence temporarily from the city for any cause, the office may be filled pro tem, in the manner provided for filling vacancies in office permanently.

**CHAPTER VIII**  
**ORDINANCES**

Section 31. **ENACTING CLAUSE.** The enacting clause of all ordinances hereafter enacted shall be "The City of Wilsonville Ordains as Follows".

Section 32. **MODE OF ENACTMENT.** (1) Except as subsection (2) and (3) provides to the contrary, every ordinance of the Council shall, before being put upon its final passage, be read fully and distinctly in open Council meeting on two different days.

(2) Except as sub-section (3) provides to the contrary, an ordinance may be enacted at a single meeting of the Council by unanimous vote of all incumbent Council members, upon being read first in full and then by title.

(3) Any of the readings may be by title only (a) if no Council member present at the meeting requests to have the ordinance read in full; or (b) if a copy of the ordinance is provided for each Council member and a copy is provided for public inspection in the office of the City Recorder not later than one week before the first reading of the ordinance and notice of their availability is given forthwith upon the filing by written notice posted in the City Hall and two other public places in the city; or advertisement in a newspaper of general circulation in the city. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.

(4) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered into the record of proceedings.

(5) Upon the enactment of any ordinance, the City Recorder shall sign it with the date of its passage and the Recorder's name and title of office, and within three days thereafter the Mayor shall sign it with the date of signature, name and the title of office.

Section 23. **WHEN ORDINANCES SHALL TAKE EFFECT.** An ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of emergency, it may take effect immediately.

**CHAPTER IX**  
**PUBLIC IMPROVEMENTS**

Section 34. **CONDEMNATION.** Any necessity of taking property for the city by condemnation shall be determined by the Council and declared by a resolution of the Council describing the property and stating the uses to which it shall be devoted. All such proceedings shall be in accordance with existing state laws pertaining to condemnation.

Section 35. **IMPROVEMENTS.** The procedure for making, altering, vacating or abandoning a public improvement shall be governed by ordinance or, to the extent not so governed, by the applicable general laws of the State of Oregon.

Section 36 **SPECIAL ASSESSMENTS.** The procedure for levying, collecting, and enforcing the payment of special assessments for public improvements or other services to be charged against real property shall be governed by ordinance or to the extent not so governed, by the applicable general laws of the State of Oregon.

Section 37. **PUBLIC CONTRACTING.** Except as authorized by Oregon Public Contracting law or general ordinance, all city contracts shall be based on competitive bids.

**CHAPTER X**  
**MISCELLANEOUS PROVISIONS**

Section 38. **DEBT LIMIT.** Except by consent of the voters, the city's voluntary floated indebtedness shall not exceed ten percent of the current budget, nor its bonded indebtedness exceed that as may be set by Oregon law. For purposes of calculating the limitation, however, the legally authorized debt of the city in existence at the time this charter takes effect shall not be considered. All city officials and employees who create or officially approve any indebtedness in excess of this limitation shall be jointly and severally liable for the excess.

Section 39. **TORTS.** In no event shall the city be liable in damages except as provided by Oregon law.

Section 40. **EXISTING ORDINANCES CONTINUED.** All ordinances of the city consistent with this charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 41. **REPEAL OF PREVIOUSLY ENACTED PROVISIONS.** All charter provisions of the city enacted prior to the time that this charter takes effect are hereby repealed except those charter amendments giving authority for the issuance of general obligation bonds which shall remain in full force and effect.

Section 42. **TIME OF EFFECT OF CHARTER.** This charter shall take effect January 1, 1987.

Section 43. **USE OF WILLAMETTE RIVER.** The City of Wilsonville shall not use Willamette River water as a drinking water source for its citizens unless the question of so using the Willamette River water as a drinking water source has received the affirmative majority of the total number of legal votes cast on such measure and entitled to be counted thereon. *[Section 43 is a Charter Amendment voted upon and approved by a majority of the qualified voters of the City of Wilsonville in a special election September 20, 1999.]*

Section 44. **REQUIRES VOTER APPROVAL BEFORE CITY EXPENDS RESOURCES TO CONSTRUCT ANY NEW CITY HALL BUILDING.** The city shall not expend resources on the construction of a new City Hall Building without first obtaining approval of a majority of voters casting ballots during a regularly scheduled City election. A regularly scheduled city election shall be defined as the general election held on the first Tuesday after the first Monday of November in even numbered years or such special election called by the City council for a statutorily scheduled county election date in March, May, September or November. Any ballot proposal seeking such approval must include the total cost of completing the construction project in its title caption. The total cost of construction must be detailed in a proposal summary and shall include principal construction costs, infrastructure costs, the commercially zoned market value of any land acquired or appropriated for the project, the maximum cost of paying interest on any bonded indebtedness attached to the project, and an

estimate of any other costs necessary to complete the project. The term 'City Hall Building' includes any significant structure housing one or more chief administrative functions of the city." Spending necessary to determine costs is not restricted. *[Section 44 is a Charter Amendment voted upon and approved by a majority of the qualified voters of the City of Wilsonville in a regular election held November 5, 2002.]*

Amended September 1999, Section 43.

Amended November 2002, Section 44.

Amended November 2004, Section 44 to clarify 'regularly scheduled election'

# Summary of Regular Meetings Held by Key Regional Leadership Bodies in the Portland Metro Area

Compiled by Mark Ottenad, Public/Government Affairs Director, City of Wilsonville, 12/2010.  
 All meetings are monthly unless otherwise noted; schedules are subject to change.

“Standing” indicates a leadership body usually with defined members that meets regularly; “special” or “ad-hoc” indicates leadership body that is constituted only for a special purpose and/or meets only periodically.

## Standing meetings of elected officials and appointed representatives

Meeting Date/Time	Leadership Body	Location	Representative
1 <sup>st</sup> or 2 <sup>nd</sup> Monday 12:00 – 1:30 pm	<b>WCCC: Washington County Coordinating Committee</b>	Beaverton Library	Mayor Knapp, rep. Mark Ottenad, alt.
1 <sup>st</sup> Thursday 7:30 – 9:00 a.m.	<b>Metro C-4 Cities Pre-JPACT/MPAC meeting</b>	Various locations	Mayor Knapp and Mark Ottenad (attend)
1 <sup>st</sup> Thursday 6:45 – 8:45 pm	<b>C-4: Clackamas County Coordinating Committee</b>	Development Svcs Bldg, Oregon City	Mayor Knapp, rep. Mark Ottenad (attend) Councilor Hurst, alt.
2 <sup>nd</sup> Wednesday 5:00 – 7:00 pm	<b>MPAC: Metro Policy Advisory Committee (Metro)</b>	Metro Council Chambers, Portland	Mayor Knapp, Clack. County Other Cities Alternate; Mark Ottenad (attend)
2 <sup>nd</sup> Thursday 7:30 – 9:30 am	<b>JPACT: Joint Policy Advisory Committee on Transportation (Metro)</b>	Metro Council Chambers, Portland	Mark Ottenad (attend)
3 <sup>rd</sup> or 4 <sup>th</sup> Thursday 2:00 – 4:00 pm	<b>French Prairie Forum Local Governments Work Group</b>	North Willamette Research Center	Mark Ottenad, Mayor Knapp
3 <sup>rd</sup> or 4 <sup>th</sup> Thursday 6:30 – 8:30 pm Dinner	<b>Clackamas County Cities Assn.</b>	Varies by hosting city	Mayor Knapp, Mark Ottenad, Jeanna Troha
4 <sup>th</sup> Wednesday 5:00 – 7:00 pm	<b>MPAC: Metro Policy Advisory Committee (Metro)</b>	Metro Council Chambers, Portland	Mayor Knapp, Clack. County Other Cities Alternate; Mark Ottenad (attend)

## Special/ad-hoc meetings of elected officials and appointed representatives

Meeting Date/Time	Leadership Body	Location	Representative
<i>Every 2 months:</i> 2 <sup>nd</sup> Tuesday 5:00 – 8:00 pm	<b>Aurora State Airport Master Plan Planning Advisory Com. (PAC)</b>	Varies	Councilor Steve Hurst, rep.; Mark Ottenad (attend)
Periodic	<b>Oregon Mayors Assn, League of Oregon Cities</b>	Varies	Mayor Knapp

NOTE – highlighted meeting indicate an elected official must attend.

**Other non-governmental organization (NGO) standing meetings of note**

<b>Meeting Date</b>	<b>Leadership Body</b>	<b>Location</b>	<b>Representative</b>
1 <sup>st</sup> Tuesday 3:00 – 4:30 pm	<b>Clackamas County Business Alliance Land-Use Com.</b>	CCBA office, Lake Oswego	Mark Ottenad
1 <sup>st</sup> Wednesday 12:00 – 1:00 pm	<b>Wilsonville Chamber Government Affairs Com.</b>	Wilsonville visitor information center	Mayor Knapp, Mark Ottenad, others
<i>Quarterly:</i> 1 <sup>st</sup> Wednesday 7:00 – 8:30 pm	<b>Regional Water Providers Consortium</b>	Metro Council Chambers, Portland	Michael Bowers, Delora Kerber
2 <sup>nd</sup> Tuesday 11:30 am – 1:00 pm	<b>Wilsonville Chamber Monthly Luncheon</b>	Wilsonville Holiday Inn	Mayor Knapp, others
2 <sup>nd</sup> Tuesday 12:00 – 1:30 pm	<b>Portland-Vancouver Regional Partners for Economic Development</b>	US Bank Tower, Portland	Mark Ottenad, rep Kristin Retherford, alt Stephan Lashbrook, alt
3 <sup>rd</sup> Wednesday 12:00 – 1:30 pm	<b>Westside Economic Alliance Land-use and Housing Com.</b>	WRG Design, Portland	Mark Ottenad
4 <sup>th</sup> Thursday 7:30 – 9:00 am	<b>Westside Economic Alliance Monthly Forum</b>	Varies	Mayor Knapp, Mark Ottenad

**Standing meetings of regional/local government staff**

<b>Meeting Date/Time</b>	<b>Leadership Body</b>	<b>Location</b>	<b>Representative</b>
1 <sup>st</sup> Wednesday 9:30 – 11:30 am	<b>MTAC: Metro Technical Advisory Committee (Metro)</b>	Metro, Portland	Chris Neamtzu, other planning staff, Mark Ottenad
1 <sup>st</sup> Thursday 8:00 – 11:00 am	<b>Washington County Planning Directors Meeting</b>	Beaverton Library	Chris Neamtzu, other planning staff
<i>Varies:</i> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> Fridays, 7:30 – 9:00 am	<b>TMAC: Transportation Management Advisory Com.</b>	Tri-Met, Portland	Mark Ottenad
2 <sup>nd</sup> Wednesday 3:00 – 5:00pm	<b>Regional Travel Options (RTO) Subcommittee of TPAC (Metro)</b>	Metro, Portland	Jen Massa Smith
2 <sup>nd</sup> Thursday 10:00 – 11:30 am	<b>Regional Freight &amp; Goods Movement Task Force (Metro)</b>	Metro, Portland	Mark Ottenad
2 <sup>nd</sup> Friday 12:00 – 1:30 pm	<b>Metro Area Regional Lobby meeting</b>	Metro, Portland	Mark Ottenad
3 <sup>rd</sup> Wednesday 9:30 – 11:30 am	<b>MTAC: Metro Technical Advisory Committee (Metro)</b>	Metro Room 370, Portland	Chris Neamtzu, planning staff, Mark Ottenad
3 <sup>rd</sup> Thursday 1:30 – 3:00 pm	<b>WCCC TAC: Washington County Coordinating Com. Technical Advisory Com.</b>	Beaverton Library	Michael Bowers, Mike Stone
4 <sup>th</sup> Tuesday 3:30 – 5:00 pm	<b>CTAC: Clackamas Transportation Advisory Com</b>	County building, Oregon City	Kristin Retherford, Mark Ottenad
4 <sup>th</sup> Friday 9:30 – 11:30 am	<b>TPAC: Transportation Policy Alternatives Com. (Metro)</b>	Metro, Portland	Mark Ottenad, Stephan Lashbrook

**Periodic meetings or project-related meetings of prior years:**

- **League of Oregon Cities** Hometown Voices legislative committee and Annual Conference
- **I-5/99W Connector** Policy Steering Committee and Project Management Committee
- **Metro Urban and Rural Reserves Steering Committee** and technical advisory committee
- **Oregon Transportation Commission (OTC)** meetings
- **ODOT Region 1** meetings
- **Land Conservation and Development Commission (LCDC)** meetings
- **Clackamas or Washington County land-use hearings**
- **Oregon Legislative Assembly** committee meetings (when legislature in session)

Mayoral Compensation Task Force  
Member Contacts  
March 11, 2011

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**Schur, Starla**

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**Subject:** FW: MTF packet

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**From:** Jeff Johnson [mailto:chiefjdj@gmail.com]  
**Sent:** Monday, March 14, 2011 7:46 PM  
**To:** 'Steve Hurst'  
**Cc:** Troha, Jeanna  
**Subject:** RE: MTF packet

Chair Hurst and members of the Task Force,

Thank you for allowing me to participate remotely. I'm sorry that my duties have taken me to our nation's capital during your deliberations. For the purpose of contributing to the discussion, I've included my observations about mayoral compensation following my signature.

Regards,  
Jeff Johnson

**Overview:** I am partial to the council/manager form of government. The council sets policy for the city and the manager executes the policy and directs all work by city staff in an effort to achieve the policies of the city. In this context, the Mayor leads the policy board, runs the meetings and breaks a tie of the council. In my view, policy makers (mayor and council) are volunteers and should only receive De minimis compensation. Compensating the Mayor moves toward the strong-mayor form of government whereby the mayor is the city manager as opposed to the council-manager form of government. In my opinion, when local elected officials are compensated it changes the dynamic of volunteer civic leadership and provides the citizenry another reason to question our motivations.

My opinion is not specific to the current mayor of Wilsonville. Our mayor does an excellent job and the time requirements of the position are beyond reason. In fact, if we are looking for adequate compensation for the hours invested by our civic leaders (inclusive), our list should be much longer and the compensation much higher. Rather, I believe compensation should be reserved for those individuals who are employed as professional staff as to not confuse the role of staff and the policy makers.

Lastly, I believe the hours demanded of elected officials has become unreasonable to the point that the idea of compensation for elected officials sounds like a reasonable alternative. At least on par with this suggestion is the concept of paring back the number of meetings and processes which require the attention of our elected officials. In most instances, staff can adequately represent the collective interests of the council by altering the hearing processes and changing the emphasis of who speaks for and represents the city.

## What Is Dolly Parton's Imagination Library?

**Dolly Parton's Imagination Library is...FREE!**

**I**t sounds almost too simple to be true, but by reading regularly with your children during their preschool years, you are giving them the biggest boost toward a successful education they will ever get.

Dolly Parton's Imagination Library will help you read with your child. There are many reasons parents do not read to their child, but we can eliminate one of them. Every child will have books of their very own, **at no cost to you**, thanks to **Wilsonville Kiwanis Outreach** and Dolly Parton.

Each month a new, carefully selected book will be mailed in your child's name directly to your home. He/she can look forward to new and exciting reading adventures from Dolly Parton's Imagination Library until he/she turns five years old as long as you remain a resident of **zip code 97070**. Should the child move outside **zip code 97070**, he/she automatically exits the program.

Dolly Parton's Imagination Library is a **FREE GIFT** to our children! **All you have to do is read to your children.**

### Who Is Eligible?

Preschool children (birth until their fifth birthday) of **zip code 97070**.

### What Are My Responsibilities?

1. Be a resident of **zip code 97070**.
2. Submit an official registration form, completely filled out by parent or guardian (form must be approved and on file with **Wilsonville Kiwanis Outreach**).
3. Notify **Wilsonville Kiwanis Outreach** anytime your address changes. Books are mailed to the address listed on the official registration form. **If the child's address changes, you must contact your friends at the address on this brochure in order to continue receiving books.**
4. Read with your child.

### When Will I Receive Books?

Eight to ten weeks after your registration form has been received, books will begin arriving at your home and will continue until your child turns five or you move out of **zip code 97070**.

### How Can I Help?

Do you know a preschool child in **zip code 97070** who is not receiving Dolly Parton's Imagination Library? Give their parents a brochure/registration form and encourage them to fill it out and mail it to the address below. Telling them about this **FREE program** can make a huge difference in their future and the future of our community.

If you know of a business, organization or individual who would like to donate funds to support this gift to your children, donations can be sent to:

### Wilsonville Kiwanis Outreach

29030 SW Town Center Loop  
Suite 202-256  
Wilsonville, OR 97070  
(503) 929-4378

**Dolly Parton's IMAGINATION LIBRARY Official Registration Form**  
PLEASE PRINT  
Privacy Statement: This information will not be used for any purpose other than the Imagination Library.

1st Preschool Child's FULL Name \_\_\_\_\_  
Child's Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F Phone \_\_\_\_\_  
2nd Preschool Child's FULL Name \_\_\_\_\_  
Child's Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F Phone \_\_\_\_\_  
Parent/Guardian's Name \_\_\_\_\_  
Child's Home Address \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
Mailing Address (if different) \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
Email Address \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

\*This child is a resident of zip code 97070\*  
SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_  
FOR OFFICE USE ONLY: Date Received: \_\_\_\_\_ Group Code: \_\_\_\_\_



**Sign up your child today!**

Simply fill out the above form and mail to:

**Wilsonville Kiwanis Outreach**  
29030 SW Town Center Loop  
Suite 202-256  
Wilsonville, OR 97070  
(503) 929-4378

"This program is one of the most important ways I know to improve the educational opportunities for children in your community!"

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## Dear Friends and Neighbors...

Growing up in the Smoky Mountains was a real blessing. There were some tough times, but most of our life was full of the kind of riches money can never buy. One of my most precious memories is sitting in my mother's lap and listening to her read me stories from the Bible. It felt so warm and cozy. My imagination soared to places far beyond our little cabin.

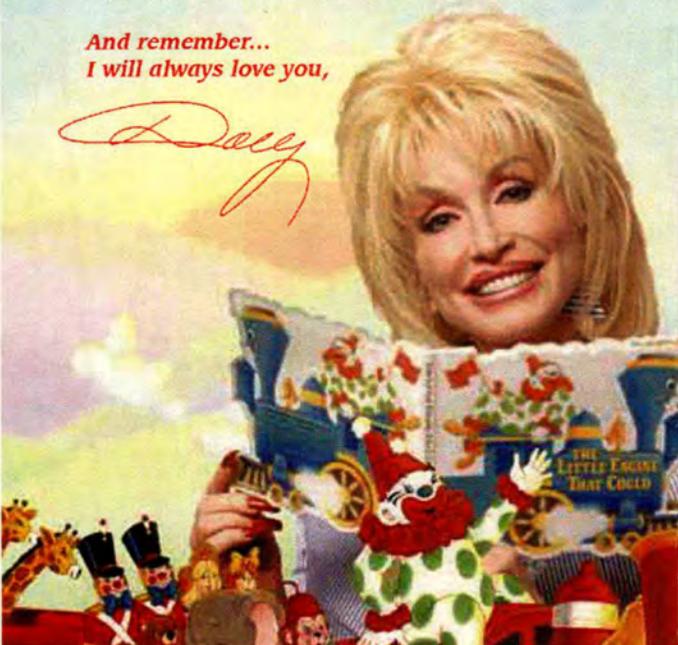
Those wonderful moments with my mother inspired me to create my Imagination Library. Thanks to **Wilsonville Kiwanis Outreach**, all of the preschoolers in your community can now have their own Imagination Library. Just think, a book mailed to your child each month until their 5th birthday!

I hope these books inspire you to read to your child. There is nothing quite like the sparkle in a child's eye when animals come alive and clowns dance on the page.

I hope you'll encourage your children to keep dreaming and to dream big. If my Imagination Library helps turn the dreams of a child into the promise of a bright future, then one of my biggest dreams will come true.

*And remember...  
I will always love you,*

*Dacey*



xerox 

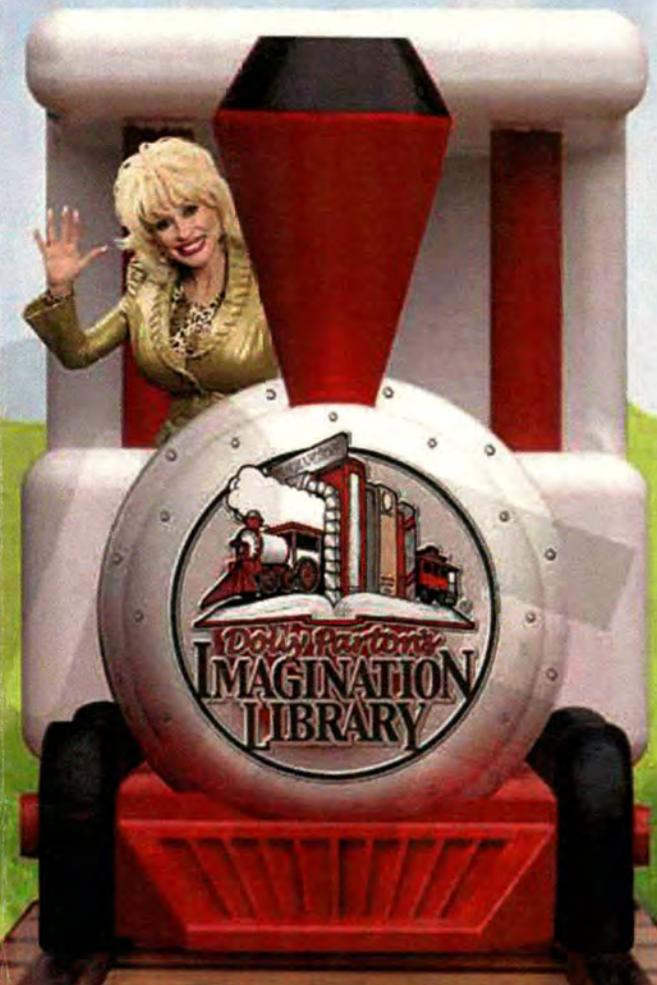


Sign up  
your child  
today!

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## Wilsonville Kiwanis Outreach

presents



The Gift that  
Speaks Volumes for  
our Community's  
Future!

*1/19/12 set  
CC work session*

## City Sets Record \$128 Million in Building Activity

2011 was a record-setting year in terms of construction activity in Wilsonville. In spite of the slow economy, the City issued building permits for a greater value of construction than in any prior year—more than \$128 million in building valuation, or double the average year.

By comparison, Wilsonville has averaged roughly \$64 million per year over the prior 12 years. Before 2011, the highest single year was 2001, with a total construction valuation of nearly \$127 million. At that time, construction activity included major public works projects—the City’s water treatment plant and the State’s Coffee Creek Correctional Facility—which makes this past year even more amazing given the level of private-sector investment during a recessionary economy.

A break-out of building-permit values shows:

- **New Residential—\$52 million:** Home-builders applied for 81 building permits for new single-family dwellings—mostly in Villebois—with a total valuation of nearly \$16 million. The City issued permits for 376 multi-family units with a value of over \$36 million primarily for Brenchley Estates, located at the former Thunderbird site.
- **New Commercial/Industrial—\$61 million:** Nine separate building permits that total \$61 million in value were issued for major non-residential projects, including completion of the Old Town Square shopping center anchored by Fred Meyer stores, Lowrie Primary School, America’s Tire Company and Wilsonville Road Business Park’s four buildings.
- **Commercial/Industrial Renovations—\$14.5 million:** The City issued 266 permits for over \$14 million in additions and tenant improvements to non-residential buildings.

During 2011 the City also advanced over \$12 million in public works projects, including the I-5/Wilsonville Road interchange, waterline partnerships with the City of Sherwood, investments in aging sewer lines, street maintenance and other infrastructure projects.

In totality, the combined \$139.5 million private and public investments in Wilsonville during the past year sustained an estimated 1,500 to 1,900 jobs in various sectors, including construction, suppliers, delivery, etc.

Already for 2012, the City’s Community Development Department is expecting to see large numbers in construction valuation again as residential construction continues, Mentor Graphics Corp. is set to begin work on a new data center, Oregon Institute of Technology remodels for opening the new Wilsonville campus, and the City begins a major expansion of the Wastewater Treatment Plant. Already, dozens of development applicants are lining up for permit consultations for projects in 2012 and beyond.

# CITY COUNCIL ROLLING SCHEDULE

## Board and Commission Meetings 2012

### January

Date	Day	Time	Event	Place
1/19	THURSDAY	7 p.m.	City Council Meeting	Council Chambers
1/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
1/25	Wednesday	6:30 p.m.	Library Board	Library
1/30	Monday	5 p.m.	City Council Work Session Storm Water Master Plan	Willamette River I & II

### COMMUNITY EVENTS

January 27<sup>th</sup> – **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

January 28<sup>th</sup> – **Volunteer Planting Event – City of Wilsonville and Friends of Trees**  
Meet at the Forest Shelter in Memorial Park at 9 a.m.  
Dress for the weather.  
Contact Lisa Need for more information 503-570-1535

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7 p.m. on Monday, December 19, 2011. Mayor Knapp called the meeting to order at 7 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  
Councilor Starr

Staff present included:

Bryan Cosgrove, City Manager  
Jeanna Troha, Assistant City Manager  
Mike Kohlhoff, City Attorney  
Michael Bowers, Community Development Director  
Mike Stone, City Engineer  
Stephan Lashbrook, Assistant Community Development Director  
Starla Schur, Deputy City Recorder  
Mark Ottenad, Public Affairs Director

**Motion:** Council President Núñez moved to approve the order of the agenda. Councilor Hurst seconded the motion. Motion Passes 5-0.

### **MAYOR'S BUSINESS**

Mayor Knapp announced the City Council January meeting dates: January 5 and January 19, 2012 and noted Council liaison appointments will be discussed at a January 2012 work session.

Mayor Knapp announced he was ready to make board appointments.

#### **Planning Commission**

**Motion:** Mayor Knapp moved to appoint Peter Hurley to the Planning Commission, seconded by Councilor Hurst. Motion Passes 5-0.

**Motion:** Mayor Knapp moved to reappoint Marta McGuire to the Planning Commission, seconded by Councilor Hurst. Motion Passes 5-0.

**Motion:** Mayor Knapp moved to appoint Al Steiger to the Budget Committee, seconded by Councilor Starr. Motion Passes 5-0.

**Motion:** Mayor Knapp moved to appoint Alan Kirk to the Budget Committee. Motion failed for lack of a second.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Council President Núñez stated she gathered names of preferred choices from the other councilors and Lonnie Gieber received the second most votes along with Al Steiger. While Councilor Núñez appreciates Mr. Kirk's many contributions to the city she feels it is time for a new face. Mayor Knapp stated that since his motion had failed he would defer to Council President Núñez for any further motions for appointment to the Budget Committee

**Motion:** Council President Núñez moved to appoint Lonnie Gieber to the Budget Committee, seconded by Councilor Starr. Motion Passes 4-1.

Councilor Starr felt any one of the applicants would do a great job, but he wanted to see more citizens get involved. Councilor Hurst stated a vote for someone is not a vote against another.

Mayor Knapp will leave it up to City staff to find the best configuration for the disposition of who goes to what Development Review Board be it A or B. As the liaison to the DRB, Councilor Goddard wanted to be a part of that discussion.

**Motion:** Mayor Knapp moved to re-appoint Diane Knight to the Development Review Board, seconded by Councilor Hurst. Motion Passes 5-0.

**Motion:** Mayor Knapp moved to appoint Cheryl Dorman to the Development Review Board, seconded by Councilor Hurst. Motion Passes 5-0.

**Motion:** Mayor Knapp moved to appoint Lenka Keith to the Development Review Board, seconded by Councilor Hurst. Motion Passes 5-0.

A question arose as to whether Al Steiger can do both the Library Board and the Budget Committee. Mr. Cosgrove believes it is fine but will double check.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS** – There was none.

**COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS**

Councilors gave a very brief update on liaison reports as most committees are on break until after the holiday season. January 2012 meeting dates were announced.

**CONSENT AGENDA**

- A. Acceptance of the Annual Financial Audit Report for FY 2011-2012.
- B. **Resolution No. 2338** – Authorizing the City Manager to Enter into Amendments to the Mediated Settlement for the Villebois Community Center.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Council President Núñez stated she gathered names of preferred choices from the other councilors and Lonnie Gieber received the second most votes along with Al Steiger. While Councilor Núñez appreciates Mr. Kirk's many contributions to the city she feels it is time for a new face. Mayor Knapp stated in his judgment Mr. Kirk is the best candidate but felt Councilor Núñez could make another motion.

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**CITY OF WILSONVILLE  
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- C. **Resolution No. 2336** – Authorizing the City Engineer to Sign a Professional Services Agreement for 95<sup>th</sup> Ave & Boones Ferry Rd Intersection Improvements.
- D. **Resolution No. 2339** – Authorizing SMART to Purchase 40-foot Replacement Bus.

**Motion:** Council President Núñez to approve the Consent Agenda as read, seconded by Councilor Hurst. Motion Passes 5-0.

**CONTINUED PUBLIC HEARING**

- A. **Ordinance No. 700** – First 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.

Mr. Kohlhoff read the title of Ordinance No. 700 into the record on first reading and continuation of the public hearing from the December 5, 2011 meeting.

Mayor Knapp mentioned the public hearing had been opened at the December 5, 2011 meeting and continued to this date. He stated the basic staff report had been presented to the Council at the last meeting and Councilors voiced their questions at that time.

Michael Bowers, Community Development Director, presented a brief review of the Stormwater Master Plan process leading to this date and described the public outreach and public process involved in the Storm Water Master Plan.

The fundamental purpose of the Storm Water Master Plan is to look at the future twenty year growth of Wilsonville and identify projects in which expansion will be necessary or where improvements will need to be made, to the City's physical plant either in storm water detention facilities, erosion control facilities, or extending services to new growth areas of the city or addressing development infill. Although Wilsonville is a young city, some of the infrastructure is approaching 30-40 years old and repairs or updates need to be made. One aspect of the Storm Water Master Plan is to identify the oldest parts of the infrastructure that need to be replaced which is reflected in the capital improvement structure.

State and federal regulatory requirements have changed dramatically since 1995. This means the City must do more management of rainfall, erosion control, and water runoff today than when some of the developments were created, which would require retrofitting the infrastructure to comply with the new regulations, and to handle the future growth of the City. Flooding and erosion control is provided throughout the City for both the private side and public side.

Mr. Bowers reviewed the changes directed by Council and how staff has addressed the changes. He indicated the discussion should be focused on the policy portion of the Storm Water Master

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Plan. The rate approval would be brought to Council as a separate item in January to go into the financial rate analysis and Systems Development Charges.

With Charbonneau being one of the oldest parts of the City a detailed infrastructure analysis for storm water, water, sewer, and streets was needed. This infrastructure analysis process has not been completed; therefore, \$12 million of potential capital improvement investment in Charbonneau has been deferred to an 'unfunded list' that is not reflected in a rate analysis nor is it reflected in the next 20 years of capital investment until the detailed analysis has been completed for Charbonneau.

Wilsonville is required to build low impact development demonstration projects by the new National Pollutant Discharge Elimination System (NPDES) permit, one of which is curb extensions on Camelot Street. The size of the curb extensions is unknown until staff talks with the neighborhood and establishes how to construct them without impeding traffic flow.

The goal is to produce a twenty year plan, which is subject to change. If the city grows and expands to the west as opposed to the east, the capital improvement projects will need to be reprioritized.

Mr. Bowers understood Council was nervous about approving a 20-year \$22 million plan; however, every year the staff presents a budget containing specific capital improvement investment strategy for the next twelve months. This means Council and the public will have the opportunity during the year to look at the capital improvement list and reprioritize the projects, defer, or accelerate the projects, providing funding is available.

Mayor Knapp asked Councilors if they had questions on the oral presentation, or the information contained in the Council packet.

Councilor Goddard had questions on the low impact development (LID) project. He acknowledged staff addressing a number of questions related to LID projects and why specific projects were prioritized the way they were. His overarching question about LID, recognizing there have been a number of times where staff has mentioned the current permit requires the City to prioritize LID projects; however, prioritizing LID projects doesn't necessarily translate to committing \$6 million over the next 20 years to fund LID projects, which is what this Master Plan is proposing to do. He wanted to know exactly what 'prioritize projects' meant.

Councilor Goddard also wanted to see the quantifiable benefits produced by the LID projects. The projects discussed show photographs of planters that look nice, the plants look nice, the trees and streets are attractive; but, he has not seen any data that says these are the benefits that are going to achieve in terms of lower, you name it, whatever we are trying to achieve with the LID projects in return for the dollars we are asking this community to spend on these projects. He asked if staff had that information to share with the Council and community to help them understand what the benefits are for the dollars spent.

Mr. Bowers stated the low impact development (LID) project dollar value of \$6 million also included the unfunded project list. He thought it was important to recognize some of the LID

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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projects may be categorized as LID projects, but, in fact, they are addressing a water quality issue and water quantity issue, and doing so in a sustainable way.

Mr. Rappold referred Council to page 8-44 and 8-45 of the Storm Water Master Plan and pointed out the total funded LIDs is in the range of \$1.4 million, the rest are unfunded LID projects.

As part of the City's permit, the City is required to develop a retrofit strategy that looks at existing areas in the community, and assess those areas to determine where the best opportunities are to provide retrofits for water quality treatment. The City is responsible for developing this strategy which must be submitted to DEQ by 2015. Within the five year time period of our current permit the City has to complete one demonstration project, which would be the Camelot Street curb extension project. This project represents an opportunity to complete a LID project that the City has never done before. When staff developed this plan, they thought in terms of what it would take to satisfy the strategy. Mr. Rappold felt staff has made the best estimate of where to put these facilities and what facilities make the most sense.

The use of low impact features, (i.e., a planter box, curb extension, or rain garden) are some of the most effective in terms of dealing with bacteria, which is one of the total maximum daily loads the City is responsible for dealing with. The other advantage to low impact development is they fit seamlessly into areas where there currently is no water quality treatment. The school of thought is to move away from a conventional approach using large ponds and 'end of the pipe' facilities because they don't fit well into developed areas, and are not the most effective means to treat storm water runoff.

Councilor Goddard asked if the DEQ dictated how much money the City needed to spend on LID projects. Mr. Rappold said the DEQ did not proscribe a specific amount; the City was trying to make the best estimate in terms of having an effective program based on the existing areas where there is no water quality treatment. Staff would not know whether the plan was sufficient until the plan was submitted to DEQ. The efficiency of the LID projects will be tracked and the analysis sent to the DEQ.

Councilor Goddard wanted to know if there was a way to show what benefits staff hoped to achieve, the benefits received for the money spent, and how the results were measured to demonstrate the project was effective in achieving the desired results.

Mr. Rappold responded that can be done with the model used to develop the total maximum daily loads which looks at the bench mark the City establishes, where we currently are, what we want to achieve in the future.

Mr. Bowers added the City has specific water quality monitoring stations required by the permit. Staff could increase those to determine the level of effectiveness of the water quality treatment, or the staff could monitor those existing sites and do a trend analysis. The annual report sent to DEQ is a trend analysis based on the past 10-15 years of history to see how effective the City's program is.

**CITY OF WILSONVILLE  
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Councilor Goddard asked if staff had developed alternative projects for all of the projects in the SWMP. He thought although alternatives may be less costly and offer less benefits, given the rates the community would be paying the Council should have the opportunity to hear about alternatives.

Mr. Bowers stated once a real project is funded and at hand, staff would be looking in more detail to evaluate alternatives.

Councilor Starr was not comfortable in voting on policy only without seeing the cost of the policy. He wants to make sure the public has a chance to see those costs as well so they can provide feedback before a vote. Councilor Starr referred to Boones Ferry Road in front of the new Fred Meyer development and asked if those water retention areas would count as the DEQ strategy pieces, and was that project sufficient to satisfy the DEQ. Mr. Rappold did not think the DEQ would think that project alone would be able to satisfy the strategy, but it could count towards the strategy.

Councilor Starr asked what success would look like. Mr. Rappold explained it is looking at the existing community and the existing drainage areas and assessing whether those areas have any type of water quality treatment. If not is there anything the City could feasibly do to provide that. The City is not responsible for meeting all the existing needs, but must show we are making an effort to treat as much in as reasonable a fashion as possible.

Councilor Starr was looking to do as little as possible from the standpoint of what they are driving for and then for us what is impactful as possible to make something happen. His priorities would be addressing emergency's first, (i.e. Boeckman Creek going under the Wilsonville Road Bridge). After emergency the next priority would be the cost benefit, he was looking for whatever projects cost the least and produce the most benefit. Councilor Starr expressed concern as the collector ponds may have been in vogue ten years ago could the curb extensions and bioswale be that next thing to be replaced with something else in ten years. He was looking for getting the biggest bang for the buck. He was unsure how curb extensions would collect water when they were above street level.

Mr. Rappold explained how curb extensions allow runoff to infiltrate into the ground, and noted the planter boxes on Boones Ferry Road have been very effective.

Mr. Bowers pointed out the adoption of the Storm Water Master Plan was not a commitment to spend \$22 million over the next 20 years. The Plan states that the City would not collect the funds necessary to complete all the projects contained in the Plan. Many of these projects will be paid for by through development contributions while some are public-private partnerships. The rate increase suggested by staff and the Planning Commission is insufficient to pay for a \$20 million capital improvement plan, and would get us the first 5-7 years.

Mr. Rappold said there were three LID projects within the 0-10 year time frame, after which the Plan would be in the process of being updated.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Mr. Bowers indicated the financial plan contained two components, the operation and maintenance cost of our facilities and repairing the existing aging facilities which is the stormwater fee; the second piece is development paying for itself in terms of system development charges.

Councilor Hurst asked if low impact development equated to more expensive development. Mr. Bowers responded it did not, and used Memorial Park flooding as an example. Councilor Hurst thought it was important that staff make certain Council understood any given project and that the project addresses more than one issue, if possible. He did not like the Plan containing unfunded projects and suggested renaming them "potential projects". Councilor Hurst suggested taking Council on a field trip during the rainy season to see what staff was talking about.

Council President Núñez felt a need based perspective was necessary, as well as a thoughtful, considerate, balanced approach and consider what really needs to be done rather than what we would like to do. She was uncomfortable with the \$22 million in projects until a cost based analysis was completed to show what really needed to be done now.

Mayor Knapp clarified the Camelot Street curb extensions would receive the water running down the street, as well as the rainfall. The curb extensions may also help to reduce speeding in the neighborhood which has been an ongoing concern of the neighborhood. As development continues in the community, standards should be in place to cause new development to meet current standards. He thought doing the least possible was not up to the conditions residents of Wilsonville have come to expect, but a balanced approach should be taken.

Councilor Goddard heard the Council support the principles of doing what was legally required to meet the conditions of our permit and to prioritize failing infrastructure. The challenge is finding the right balance between what needs to be done and what we would like to do and how much it is going to cost. The Storm Water Master Plan as presented is too expensive. Councilor Goddard was uncomfortable with the group of projects titled "unfunded category" and thought they should be removed from the Master Plan. Referring to the Charbonneau French Prairie Road green street project, the councilor wondered if there was an alternative to address the storm water runoff that would not affect traffic lanes, have less of an impact on the residents, as well as being less expensive.

Mr. Bowers indicated staff was okay with removing the Charbonneau green street project from the Storm Water Master Plan, since it is in the unfunded list and it was not anticipated to be funded in the next 20 year cycle, nor has it been included in any of the calculations for rates, SDCs, or operations costs.

Councilor Starr thought there was an opportunity to discuss the SWMP in a work session in January, and share additional information with the public.

Mayor Knapp invited public testimony.

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Gene Pronovost, President of Charbonneau Country Club submitted a letter dated December 14, 2011 opposed to the reduction in the number of traffic lanes on French Prairie Road. The letter has been made a part of the record.

Alan Kirk, 7926 SW Edgewater East, Oregon, representing himself and on behalf of OrePac Building Products. He spoke in opposition to the proposed Stormwater Master Plan, feeling the Plan adds excessive costs and new regulations to citizens and businesses in Wilsonville. Mr. Kirk provided his testimony in written form, which is included in the record.

Mayor Knapp invited additional public testimony, hearing nothing he closed the public hearing.

Mr. Cosgrove commented the concerns raised by Council and in testimony focused on the projects, and not the policy of the proposed SWMP. He recommended staff return in January with a more detailed discussion about the project list since that drives rates. He did not recommend artificially limiting the amount of money put into a Master Plan; rather it should be based on the Council's view of the long term maintenance needs of the City. In addition although the City is relatively young, there are areas with aging infrastructure, which will require real dollars to fix. Mr. Cosgrove stated staff needed clear direction on which policies in the proposed SWMP Council had concerns about so the staff can address those issues.

Mr. Cosgrove agreed with removing projects in the 'unfunded' list; however, he recommended listening to why the project was in the Plan and what the impact of removing the project from the actual Master Plan would be. In terms of the policies, if there are issues with policies staff needed to know what those are. He thought a more extended conversation about the project list to determine what needs to go in the Plan was necessary before the Plan can be adopted. Mr. Cosgrove noted the 20-year plan was required by state law; all of the City's Master Plans are required to go out for 20 years and to the urban growth boundary. It was a good idea to review Master Plans on a regular basis because there are implications related to the City's system development charges and how the community has actually grown over the scope of five to ten years.

Mr. Rappold stated the last Storm Water Master Plan was adopted in June of 2001, and the rates adjusted in November of 2001.

Councilor Goddard was compelled by Mr. Kirk's comments, and also had reservations about the projects Mr. Kirk mentioned. He agreed they needed more scrutiny. The Councilor thought eight pages of new policies were over burdensome and needed more discussion.

Councilor Hurst agreed with Councilor Goddard and that the Council read the policy refinements very carefully and express any concerns to staff. The Councilor suggested a five-year plan due to projects listed in the 0-5 year category that are urgent and need to be addressed. If staff sees an emergency situation they can come to Council to request funding to correct the situation outside of the Master Plan.

Mr. Cosgrove indicated staff could, and has recently, however, it was still tied to rates ultimately, at some point resources will not match expenditures. Some of the fixes can be done with the

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funds on hand; while others can be accomplished with an interfund loan; but ultimately we need to account for those projects and make sure they are tied to the actual rates.

Mayor Knapp commented in reading the policies that one of the situations we have is some of the items identified in the Plan as best practices are currently prohibited by Wilsonville's existing Code. The standards of the region and nationally have evolved since 2001 when the Plan was last updated. Regarding storm water fees, the Mayor indicated that incrementally changing them over time was better than ignoring them for ten years, and then increasing fees a large amount. Part of the fee analysis would be how in balance Wilsonville was with neighboring cities in the region and Council's expectations about SDCs. He did not think citizens would support using general fund money to subsidize fixing infrastructure because appropriate standards were not required when it was built.

Councilor Starr proposed the Council work on the policy issues first and then deal with the cost and scope of the work, and finally the pricing and how the City is to pay for the projects.

Mr. Cosgrove understood the Council would adopt the policies, and at the next meeting Council would look at the CIP and rate structure. The concerns being raised by the Council are related to the project list, the costs and the rate implications. He recommended issues related to the policies be forwarded to him, and staff would provide a written response by the next Council meeting. Mr. Cosgrove proposed a separate detailed work session to discuss the projects on the Storm Water Master Plan capital improvement list, costs and funding. The policy updates are giving citizens the ability to do things our current code does not allow, and the rest of them fall into the new permit requirements which are focused on water quality more so than quantity. No longer is it taking the water from development A and putting into the Willamette River, now we need to address many more permit requirements such as bacteria, TSS, and the temperature of the water.

Councilor Hurst thought the approach expressed by Mr. Cosgrove was the way to proceed.

Councilor Goddard asked for clarification on policy recommendations intended to provide options for private parties to pursue if they see the benefits and they are willing to pay the costs; but if it is not clear in the policy recommendation that is an "enabling policy" then would staff be willing to clarify that in the policy discussions.

Mr. Cosgrove explained the Master Plan is the policy document; the implementation of the Master Plan is what you carry over to the development code. As those changes are made then you will have another opportunity to look at how those policy statements have been implemented into the zoning code in terms of those development standards. Council has a chance to adopt the standards through the policies, and then adopt the actual development code standards developers will be held to. He asked the Council to state what their concerns were with the proposed policies so they can be addressed.

Councilors agreed with the approach to move forward in the process expressed by Mr. Cosgrove, and to provide comments within the next two weeks, so the ordinance can be brought back to the Council on January 19.

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Mr. Kohlhoff stated the public hearing had been closed, so Council will continue the matter of voting on the first reading.

Mayor Knapp asked for a motion to continue Council consideration of Ordinance No. 700, to January 19, 2012.

**Motion:** Councilor Hurst moved to continue Council consideration of Ordinance No. 700, to January 19, 2012. Councilor Starr seconded the motion.

Councilor Starr wanted to insure the public had opportunity to testify during the rate discussion.

**Vote:** Motion carried 5-0.

Mayor Knapp declared a recess and reconvened the meeting at 9:24 p.m.

## **NEW BUSINESS**

### **A. Boeckman Road Bike and Pedestrian Improvements Funding.**

Mr. Cosgrove reported the safety concern was raised during a Council work session, where staff was directed to bring back a recommendation for funding to improve pedestrian safety through the Boeckman dip near Canyon Creek. These Boeckman Road improvements are called out in the Year 2000 Urban Renewal District Plan and are included within that district boundary, anticipating this project's need and recommended using Urban Renewal funds to make the improvements. Staff was not proposing to finance this project, the funds are available.

**Motion:** Councilor Starr moved to approve spending of \$280,000 through urban renewal funds to enhance the safety for the Boeckman Dip area. Seconded by Councilor Goddard. Motion Passes 5-0.

## **CONTINUING BUSINESS**

### **A. Ordinance No. 699 – Second Reading**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Exclusive Farm Use (EFU) Zone To The Village (V) Zone On Approximately 27.46 Acres, And Including Adjacent Streets Located At The Easterly Area Of Villebois Village, Comprising Tax Lots 300, 380, And 3000 Section 15, T3S-R1W, Clackamas County, Oregon. Redus OR LLC, Applicant.

Mr. Kohlhoff read the title of Ordinance No. 699 into the record on second reading.

There were no questions or comments.

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**Motion:** Councilor Hurst moved to approve Ordinance No. 699, on second reading. Motion seconded by Councilor Núñez. Motion Passes 5-0  
Mayor Knapp – Yes  
Council President Núñez – Yes  
Councilor Hurst – Yes  
Councilor Goddard – Yes  
Councilor Starr - Yes

**CITY MANAGER’S BUSINESS**

City Manager Bryan Cosgrove mentioned the City Council retreat to be scheduled in early 2012 and asked Councilors what they expected to achieve as a result of the retreat. Councilors listed refining Council Goals, communications training, revisiting the Council mission statement, as well as an update and status check-in of the remaining Council Goals.

Mr. Cosgrove gave a quick update on the community survey which will be coming out soon and wished everyone a Happy Holidays.

**LEGAL BUSINESS** – There was no report.

Mayor Knapp wished everyone holiday best wishes.

**ADJOURN**

The Council meeting adjourned at 9:45 p.m.

Respectfully submitted,

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Starla Schur, MMC, Deputy City Recorder

ATTEST:

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TIM KNAPP, MAYOR

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A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7 p.m. on Thursday, January 5, 2012. Mayor Knapp called the meeting to order at 7:08 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

Bryan Cosgrove, City Manager  
Jeanna Troha, Assistant City Manager  
Mike Kohlhoff, City Attorney  
Sandra King, City Recorder  
Starla Schur, Executive Secretary  
Dan Knoll, Public Affairs Coordinator  
Delora Kerber, Public Works Director  
Peggy Watters, Community Services Director  
Brian Stevenson, Recreation Coordinator

**Motion:** Councilor Hurst moved to approve the order of the agenda, after removing Consent Agenda item 'A' Resolution No. 2341 and placing it under New Business as item 'B'. Councilor Starr seconded the motion.

**Vote:** Motion carried 3-0.

### **MAYOR'S BUSINESS**

A. Councilor Liaison Appointments. Mayor Knapp thought any changes should wait until the full Council was in attendance in February to discuss rotating liaison appointments.

B. Upcoming meetings were reported by the Mayor in particular the "White House Roundtable" event with public officials, select 'opinion leaders' and business from Washington County.

### **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.

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**COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS**

Councilor Hurst – Parks and Recreation Board and Library Board liaison, reported on the next Library Board meeting date. The Parks and Recreation Advisory Board recently met to discuss the site plan for Engelmann Park, located at the corner of Wilsonville Road and Montebello Drive. The plans are scheduled to go before the Development Review Board in January or February. He asked the public to consider participating in the Wilsonville Friends of Trees planting event on January 28<sup>th</sup>, and to pencil in the Keeping It Local Fair in April.

Councilor Starr, Planning Commission and Wilsonville Community Seniors Inc. liaison, invited the public to attend the Planning Commission open house on the City's Transportation Systems Plan update, and announced the Middle School Dance.

**CONSENT AGENDA**

A. Minutes of the December 5, 2011 Council Meeting.

Mr. Kohlhoff read the titles of the Consent Agenda items for the record.

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

**Vote:** Motion carried 3-0.

**NEW BUSINESS**

A. **Resolution No. 2340**

A Resolution Of The City Council Of The City Of Wilsonville Acknowledging The Siting Of A Skate Park On Courtside Drive As Indicated On The Attached Map.

Mr. Kohlhoff read the title of Resolution No. 2340 for the record. He asked that the map identified in the resolution be labeled as Exhibit A.

Brian Stevenson presented the staff report. Five potential skate park sites have been formally presented to City Council, in both Council meetings and in work sessions over the past six years. Sites were reviewed using criteria established by Spectrum Skate Park Creations and utilized by the City of Portland for skate park placement, as well as, by other municipalities across the country. Staff focused on finding a site that was visible by the public, visible by the police, had access to bathrooms/water, was in a central location and had minimal conflicts with surrounding activities.

A skate park located on Courtside Drive was determined to be the most appropriate site. This site has been favored throughout the process by city staff and Wilsonville Police. This area has also been supported by local skateboarders and the Parks and Recreation Advisory Board.

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A skate park at this site would utilize the City Hall parking lot, have access to bathrooms in the Visitor Center, have access to the water fountain currently in place at Town Center Park, and would be close to the SMART bus stop located on Courtside Drive. The nearest resident is approximately 350-400 feet with any noise concerns mitigated through design.

The proposed skate park site is located on city owned property alongside Courtside Drive, east of Town Center Park and north of the City Hall parking lot (map attached). The area of the site is approximately 29,000 sq./ft. of which 15,000 sq./ft. will be designed as skateable space.

Design of the skate park will take into consideration safe buffers between Courtside Drive, the skate park, and the sidewalk dividing the two. Park design will ensure the safe entry and exit of skaters, while protecting walkers and transit users. Design elements will also be used to provide a buffer between Town Center Park and the skate park site.

Selection of a skate park site addresses Council's goal of "Enhance livability and Safety in Wilsonville", specifically the action item of "Revisit skate park siting". Project #9103 (Skate Park – Site Selection) allocates \$30,000 for design, and \$4,200 for engineering administration of Park SDC funds during budget year 2011-12. No further city funding has been approved for this project. These funds would be used to develop a concept design plan for the skate park advocates to use in their fundraising efforts. While fundraising would be done by the skate park organization, the City would aid in the grant submittal process. The actual size of the skate park will depend on its final design and footprint, which would go through the design review process. Should a lot line adjustment or partition be necessary, that would occur as part of the design review approval process.

**Motion:** Councilor Hurst moved to approve Resolution No. 2340. Councilor Starr seconded the motion.

**Vote:** Motion carried 3-0.

B. **Resolution No. 2341** moved from the consent agenda.

A Resolution Of The City Of Wilsonville Adopting The City Of Wilsonville Emergency Operations Plan.

Delora Kerber, Public Works Director presented the staff report. The Emergency Operations Plan is an all-hazard plan that describes how the City of Wilsonville will organize and respond to emergencies and disaster in our community. It is based on and compatible with, Federal, State of Oregon, and other applicable laws, regulations, plans, and policies, including the National Response Framework, State of Oregon Emergency Management Plan and Clackamas County Emergency Operations Plan.

The Emergency Operations Plan (EOP) establishes guidance for the City's actions during response to, and short term recovery from, major emergencies and disasters. The EOP describes the roles and responsibilities of City departments and personnel when an incident occurs, and it establishes a strategy and operating guidelines that support the National Incident Management System (NIMS) and the principles of the Incident Command System (ICS).

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The Emergency Operations Plan is comprised of three units: Basic Plan with Appendices; Functional Annexes (FAs); and Incident Annexes (IAs).

The Basic Plan outlines the overall city emergency management organization, describes specific roles and responsibilities, presents command and control structures and summarizes the overall concept of operations encompassing an all-hazards approach to response.

Appendices present supplemental information in support of referenced plans, procedures, and concepts highlighted in the basic plan.

Functional Annexes focuses on critical tasks, capabilities, and resources provided by emergency response agencies for the City throughout all phases of an emergency. The four Functional Annexes are: Emergency Services; Human Services; Infrastructure Services; and Recovery Strategy.

Incident Annexes provide tactical and critical tasks unique to specific natural and human-caused/technological hazards that could pose a threat to the City. Incident types are based on the hazards identified in the most recent Hazard Identification and vulnerability Assessment conducted for Clackamas County. The eight Incident Annexes are: Earthquake/Seismic Activity; Severe Weather (including Landslides); Hazardous Materials (Accidental Release); Flood (including Dam Failure); Major Fire; Transportation Accidents; volcano/Volcanic Activity; and Terrorism.

On October 3, 2005, City Council approved Resolution 1959, "Wilsonville State of Emergency Resolution", which provides authority to declare a state of emergency and impose emergency measures, Resolution 1960 which adopted the use of the National Incident Management System (NIMS) and the Incident Command System (ICS) for coordinating responses to emergencies, and Resolution 1961 adopting the concepts, authorities and policies in the new Emergency Management Plan.

On February 17, 2010, City Council approved Resolution 2226, adopting the City's addendum to the Clackamas County Multi-Jurisdiction Hazard Mitigation Plan.

These documents were used in the formation of the Emergency Operations Plan.

Funding for the development of the City of Wilsonville Emergency Operations Plan was provided through the Oregon Emergency Management (OEM) Phased Emergency Planning Project.

Councilors commented in the event of a major event, the public should be prepared to care for themselves at home for at least 72 hours. This would include food, water, and basic supplies. Councilors asked that an executive summary be posted on the City's website and include links to information on preparation for households.

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**Motion:** Councilor Hurst moved to approve Resolution No. 2341. Councilor Starr seconded the motion.

**Vote:** Motion carried 3-0.

**PUBLIC HEARING**

A. **Ordinance No. 701** – First reading

An Ordinance Repealing Wilsonville Code Chapter 5, Sections 5.530 To 5.550 And Chapter 6, Sections 6.100 To 6.175 And Adopting New Sections 6.100 To 6.175 Relating To The Use Of Public Lands, Parks And Facilities For Hosting Large Special Events And The Use Of Public Streets, Rights-Of-Way, Sidewalks And Bikeways For Hosting Special Events That Will Substantially Impede The Flow Of Vehicular, Pedestrian Or Bicycle Traffic.

Ordinance No. 701 was read into the record by title only on first reading by the City Attorney.

Mayor Knapp opened the public hearing at 7:42 p.m. and read the hearing format into the record.

The staff report was presented by Peggy Watters, Community Services Director. Wilsonville Codes related to parades and funerals and those related to 'Outdoor Public, are found to be out dated for the current administration required of events within the City. To bring the City Code into alignment with current practices, the Ordinance No. 701 is submitted in order to repeal Wilsonville Code Chapter 5, Sections 5.530 to 5.550 and Chapter 6, Sections 6.100 to 6.180 and to adopt new sections 6.100 to 6.175.

These revisions include greater recognition of the value of ongoing and large public events that are of benefit to the general public and enhance a sense of community. Other revisions provide for expedited permitting procedures for Large Special Events and means of establishing partnership policies and flexible fee structures.

Community Services has already created a permit for the special use of streets, sidewalks and rights of way in response to requests for activities that utilize public streets and sidewalks in ways other than the codes provided for parades and funerals.

Community Services has also already developed a permit and checklist for large scale events that require extra safety measures, notifications to city departments and county services and seeks to limit the City's potential liability. This checklist was developed in response to the increased number and complexity of requests for use of city parks and facilities. This checklist provides a mechanism to prevent conflicts in site and facility usage, allows for necessary site/facility preparations, provides appropriate staffing as needed and helps to avoid overuse of sites and facilities.

These new code sections authorize a permitting system for the special use of streets and sidewalks and a permitting system for large special events. These new code sections codify the

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administrative decisions made by Community Services. The ordinance also adjusts the review process for special event applications to provide the City Manager with a framework for creating community partnerships whenever possible and for further acknowledgement of the value of events to the community.

City Council has reviewed drafts of this ordinance in two previous work sessions. Issues raised from the November 21, 2011 work session have been addressed by staff, both in the body of the ordinance or as supporting documents to be used by staff when reviewing a special event application.

The body of the ordinance provides the needed update of city codes that refer to the management of large public events within the City of Wilsonville. These revisions satisfy the Priorities for Council Attention in 2011-12: A) Enhance livability and safety in Wilsonville - Policy for community events.

The ordinance addresses the growth and complexity of other related issues of signage, public assembly, use of city rights-of-way, and resources allotted to activities originated in other than city departments.

The new code sections embody current constitutional laws to protect the right to free expression and assembly. These new sections seek to afford citizens the complete scope of their constitutional rights while imposing reasonable time, place and manner restrictions necessary to protect City resources from waste and to coordinate the use of public spaces for the benefit of all citizens.

Mayor invited public testimony hearing nothing he closed the hearing at 7:52 p.m.

**Motion:** Councilor Hurst moved to approve Ordinance No. 701 on first reading. Councilor Starr seconded the motion.

**Vote:** Motion carried 3-0.

### **CITY MANAGER'S BUSINESS**

Mr. Cosgrove read information about a Christmas tree recycling fund raiser for boy scouts.

Councilor Starr voiced concern the residential parking for the Old Town Square mixed use development would negatively impact the Fred Meyer commercial area. Mr. Cosgrove assumed the parking concerns had been addressed in the development review phase.

### **LEGAL BUSINESS**

Mr. Kohlhoff will be bringing one of the last agreements with the city of Sherwood to the January 19<sup>th</sup> meeting for Council consideration.

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**ADJOURN**

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

**Vote:** Motion carried 3-0.

The Council meeting adjourned at 8 p.m.

Respectfully submitted,

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Sandra C. King, MMC, City Recorder

ATTEST:

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TIM KNAPP, MAYOR

## **CITY COUNCIL MEETING STAFF REPORT / REQUEST FOR ACTION**

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A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement Between The Cities Of Sherwood And Wilsonville Regarding Transmission Segment 3A: Reimbursement For Work Completed And Ownership Thereof; And Regarding Transmission Segment 3B: Payment By Sherwood To Wilsonville For Work Previously Accomplished, Easement Acquisition Costs and Process, Environmental Permitting, Pipeline Design Services, And Terms Of Advance Sherwood Funding For Construction Of Segment 3B

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Meeting Date: January 19, 2012  
Report Date: January 11, 2012  
Source of Item: Legal Department

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

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### **ISSUE STATEMENT**

Resolution by Council to authorize IGA between the City of Wilsonville and the City of Sherwood regarding portions of transmission lines referenced as Segments 3A and 3B.

### **BACKGROUND**

The Willamette River Water Treatment Plant was constructed by Tualatin Valley Water District (TVWD) and the City of Wilsonville (Wilsonville) to initially serve the City of Wilsonville with up to a 10 mgd supply of municipal water and TVWD, or a water consortium to be formed by TVWD and nearby cities, with up to a 5 mgd supply, with future expansion of another 10 mgd for Wilsonville and another 45 mgd for TVWD/TVWD Water Consortium. With Wilsonville's permission, Sherwood as an intended city in the water consortium, acquired from TVWD its interest in its 5 mgd of supply. To transmit Sherwood its supply and to accommodate Wilsonville's transmission needs, agreements between Wilsonville and Sherwood were entered into on a segment basis for construction of and interest in supply capacity of segments of the transmission line. There are two basic agreements needed to complete the provision of the transmission line Segment 3, known also as the Kinsman Road segment extension. The first being the IGA before Council for payment and capacity ownership provision for a previously constructed portion of Segment 3, referenced as 3A, and for work completed on design of 3B, as well as cost allocation for land acquisition, permitting and final design. The second will be for the allocation of ownership capacity and costs for the construction of 3B. This should be before Council in February or March and completes the transmission line segment agreements. Further negotiations and agreement(s) may occur in regard to plant upgrades.

### **RELATED POLICIES/BUDGET CONSIDERATIONS**

- (1) Sherwood is paying for its share of cost incurred for 3A and up through August 31, 2012 for 3B, is advancing its estimated share of costs associated with negotiating right of way and engineering design, and is agreeing to pay its true up share. The total Sherwood will be paying and advancing within 30 days of adoption will be \$268,460.83.

- (2) The City's share has either been paid as to construction of 3A and for 3B work through August 31, 2012, or has been duly budgeted for future work.

### **COUNCIL OPTIONS**

The Council has the authority to authorize the Resolution and IGA, modify, or reject them. However, given previous commitments to deal fairly and cooperatively in good faith with each other, this IGA is in keeping with that commitment.

### **STAFF'S RECOMMENDATION**

Authorize IGA as a fair arm's length agreement to mutually assist the City of Sherwood and provide for a means to transmit water to Sherwood consistent with supply ownership and our prior agreements, while constructing the transmission line for Wilsonville's use as well.

### **SUGGESTED MOTION**

I move to adopt Resolution No. 2342: A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement Between The Cities Of Sherwood And Wilsonville Regarding Transmission Segment 3A: Reimbursement For Work Completed And Ownership Thereof; And Regarding Transmission Segment 3B: Payment By Sherwood To Wilsonville For Work Previously Accomplished, Easement Acquisition Costs and Process, Environmental Permitting, Pipeline Design Services, And Terms Of Advance Sherwood Funding For Construction Of Segment 3B

**RESOLUTION NO. 2342**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF SHERWOOD AND WILSONVILLE REGARDING TRANSMISSION SEGMENT 3A: REIMBURSEMENT FOR WORK COMPLETED AND OWNERSHIP THEREOF; AND REGARDING TRANSMISSION SEGMENT 3B: PAYMENT BY SHERWOOD TO WILSONVILLE FOR WORK PREVIOUSLY ACCOMPLISHED, EASEMENT ACQUISITION COSTS AND PROCESS, ENVIRONMENTAL PERMITTING, PIPELINE DESIGN SERVICES, AND TERMS OF ADVANCE SHERWOOD FUNDING FOR CONSTRUCTION OF SEGMENT 3B**

WHEREAS, the City of Wilsonville and City of Sherwood desire to enter into An Intergovernmental Agreement Between The Cities Of Sherwood And Wilsonville Regarding Transmission Segment 3A: Reimbursement For Work Completed And Ownership Thereof; And Regarding Transmission Segment 3B: Payment By Sherwood To Wilsonville For Work Previously Accomplished, Easement Acquisition Costs And Process, Environmental Permitting, Pipeline Design Services, And Terms Of Advance Sherwood Funding For Construction Of Segment 3B, hereinafter referred to as "IGA Regarding Transmission Segments 3A and 3B," a copy of which is marked as Exhibit 1, attached hereto and incorporated by reference as if fully set forth herein, in accordance with the recitals and the provisions of the agreement.

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

1. The City Council authorizes the City Manager to enter into, on behalf of the City of Wilsonville, the IGA Regarding Transmission Segments 3A and 3B, Exhibit 1 attached hereto and incorporated by reference as if fully set forth herein.
2. This resolution becomes effective upon the date of adoption.

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

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Núñez

Councilor Hurst

Councilor Goddard

Councilor Starr

**Attachments:**

Exhibit 1 – Intergovernmental Agreement Regarding Transmission Segments 3A and 3B

## EXHIBIT 1

### **AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF SHERWOOD AND WILSONVILLE REGARDING TRANSMISSION SEGMENT 3A: REIMBURSEMENT FOR WORK COMPLETED AND OWNERSHIP THEREOF; AND REGARDING TRANSMISSION SEGMENT 3B: PAYMENT BY SHERWOOD TO WILSONVILLE FOR WORK PREVIOUSLY ACCOMPLISHED, EASEMENT ACQUISITION COSTS AND PROCESS, ENVIRONMENTAL PERMITTING, PIPELINE DESIGN SERVICES, AND TERMS OF ADVANCE SHERWOOD FUNDING FOR CONSTRUCTION OF SEGMENT 3B**

This Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Sherwood, an Oregon municipal corporation (“Sherwood”), and the City of Wilsonville, an Oregon municipal corporation (“Wilsonville”), referred to collectively as (“the Parties”).

#### RECITALS

The Parties agree upon the following Recitals:

**A. WHEREAS**, originally Tualatin Valley Water District (“TVWD”) and Wilsonville partnered to construct and own undivided ownership shares in the Willamette River Water Treatment Plant (“WRWTP”) and appurtenances thereto from the raw water intake in the Willamette River through Segment 1 of the finished water 63-inch water transmission line (“Supply Facilities”). The treatment plant portion of the WRWTP has a current designed capacity of 15 mgd. Subsequently, based on certain conditions Wilsonville consented to Sherwood’s purchasing certain interests in the WRWTP Supply Facilities from TVWD’s interests, which included a capacity purchase from TVWD of TVWD’s 1/3 or 5 mgd of the 15 mgd capacity, while Wilsonville owns 2/3 or 10 mgd of WRWTP capacity. In addition, Wilsonville and TVWD own larger capacity interests in other appurtenant facilities.

**B. WHEREAS**, Sherwood and Wilsonville entered into agreements whereby Wilsonville had constructed or would construct and Sherwood would purchase capacity in Segments 2, 4, and 5A of 48-inch diameter water transmission lines within Wilsonville, which in conjunction with the WRWTP and other facilities will jointly serve both cities with a permanent potable water supply. All these segments are now constructed and capacity purchased under the terms of the agreements. Together these already constructed transmission facilities are 8,183 lf

in length and represent a present joint investment of \$7,313,838. Sherwood and Wilsonville each own 1/2 of the capacity of Segment 2. Sherwood owns 2/3 of the capacity of Segments 4 and 5A, while Wilsonville owns the remaining 1/3 capacity of each.

**C. WHEREAS**, Sherwood has constructed and owns 18,000 lf of 48-inch diameter transmission (Segments 6-9) from a point connecting to the Tooze Road Meter Vault described herein and continuing to a recently constructed Sherwood Reservoir (Snyder Park - 4 mgd capacity) which is also owned by the City of Sherwood. The cost of the construction of these Sherwood transmission facilities, not including the cost of the Snyder Park Reservoir, is estimated to be in excess of \$11,630,000. Completion of construction of these transmission segments had been estimated to occur in the spring of 2011 by Emery & Sons Construction, Inc. (“Emery”), Sherwood’s General Contractor. Actual completion occurred in December 2010. In order for Sherwood to accept these new transmission facilities, the facilities needed to be pressure tested and flushed, and then maintained and refreshed with a required maximum amount of potable water (400 gpm). The source of this water is from the WRWTP and the Water Distribution System of the City of Wilsonville. A Temporary Water Supply Agreement was negotiated between the parties for the 400 gpm water supply to permit pressure testing, flushing, and line maintenance. An Agreement reflecting those negotiations was adopted by the Parties on January 11, 2011.

**D. WHEREAS**, the Parties have also successfully negotiated the construction of the Tooze Road Meter Vault facility and appurtenant small segment of 48-inch diameter transmission line (“Segment 5B”), collectively referred to as the Meter Vault Project. The Meter Vault Project links previously constructed Transmission Segments 5A and 6, provides required metering and flow control facilities for water flowing to Sherwood, and houses pressure reducing valves and transmission lines to serve existing and planned Wilsonville’s distribution and reservoir systems. The Parties adopted the Tooze Road Meter Vault Agreement authorizing the construction of these improvements on January 11, 2011. Sherwood advanced its proportionate share of the Project, as well as advance funding and construction of the extension of a Wilsonville 24-inch diameter transmission line which will be a wholly owned Wilsonville component of this Project. These facilities are now operational and in place.

**E. WHEREAS**, the unanticipated early completion of Segments 6-9 of 48-inch diameter transmission by Sherwood in December 2010 and the later completion date of the Tooze Road Meter Vault left a short but very important period when water needed to be supplied to Sherwood. The Parties developed a way to provide temporary water supply during this period by the advance construction by Sherwood of a 24-inch diameter transmission line extension. This transmission line extension previously was a part of the Meter Vault Project, referenced in the Recital above, to serve Wilsonville permanently with potable water through the Tooze Road Meter Vault. All required real property had been acquired by Wilsonville for the construction of the Tooze Road Meter Vault and this line extension and its connection to Sherwood's Segment 6 transmission line. Sherwood proposed to construct these facilities by means of a change order to its Segment 6 contract with Emery and to pay for the redesign associated with advancing the 24-inch line extension and to front costs for this Project subject to reimbursement of Wilsonville's share through credits against future temporary and interim water sales to Sherwood. The specific terms of this Project are contained in the Temporary Water Supply Agreement between the Parties. This project is now completed. This temporary water supply arrangement has now been operationally replaced by an Interim Water Supply relationship reflected in the immediately following Recital.

**F. WHEREAS**, the Parties have previously executed an Interim Water Supply Agreement, which involves temporary wheeling of surplus water to Sherwood of up to 2.5 mgd of WRWTP potable water through jointly owned Sherwood and Wilsonville transmission lines and also partially through Wilsonville existing distribution lines until such time as Segment 3 is completed and on line. The Parties commissioned Montgomery Watson Harza, Inc. ("MWH") to perform a hydraulic capacity analysis of current WRWTP and Wilsonville facility capacity to ensure that the 2.5 mgd is currently available through the Wilsonville distribution system in addition to Wilsonville's ongoing and projected needs. MWH completed this analysis on February 22, 2011, and concluded that ample capacity was available to accomplish this. The Parties also contracted with the Galardi Rothstein Group to develop and recommend a methodology and estimated rates of interim water treatment and production and associated wheeling rates for production/delivery of water to Sherwood following completion of the Meter Vault Project described above and continuing until Segment 3 of the jointly owned 48-inch

transmission line is in place and operational. That methodology and interim water rate has been adopted by the parties and is in place.

**G. WHEREAS**, it has been long recognized and agreed by the Parties that the jointly owned 48-inch transmission linkage between the WRWTP and Sherwood will not be completed until the remaining 2500 lf of Segment 3B 48-inch Transmission Line is constructed by Wilsonville. The first phase of Segment 3B involves easement acquisition, environmental permitting, and pipeline design, and the parties desire to adopt an Agreement to allow this to move forward. Wilsonville has previously constructed Segment 3A and the parties also desire to convey to Sherwood a 1/2 capacity interest therein as well as reimbursement to Wilsonville of 1/2 of its costs previously incurred therefore. Additionally, Wilsonville has advanced certain costs for preliminary work on Segment 3B through August 31, 2011, which need to be repaid by Sherwood.

**H. WHEREAS**, it is recognized by the Parties that it is necessary to enter into this Intergovernmental Cooperative Agreement through ORS Chapter 190 to accomplish the objectives of Recital G set forth above.

**I. WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to their applicable charters, principal acts, and ORS 190.003 – 190.030.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Recitals.** The recitals set forth above are incorporated by reference and made a part of this Agreement.

**2. Consideration.** In consideration of the terms and conditions set forth below, the Parties enter into this Agreement.

**3. Term.** This Agreement will effective upon the date of execution by the last signatory party and its term shall be perpetual unless otherwise amended by the Parties

**4. Purpose and Framework.** As described in the Recitals of this Agreement, the purpose of the Agreement is to set out the terms between the parties as to the following matters:

A. Reimbursement to Wilsonville by Sherwood of 1/2 of Project Costs of Transmission Segment 3A previously constructed by Wilsonville.

B. Conveyance by Wilsonville to Sherwood of 1/2 the ownership and design capacity of Transmission Segment 3A.

C. Within the second phase of Segment B, Wilsonville will be responsible for a pressure reducing vault facility. Based on construction cost estimates, this creates a 53.82% share of the Segment 3B costs for Wilsonville and 46.18% estimated share of the Segment 3B costs for Sherwood. These estimated percentage shares may vary upon true up of the actual costs.

D. Payment by Sherwood to Wilsonville of 46.18% of the environmental permitting contract with Pacific Habitat Services, Inc. ("PHS") subject to final true up between the parties at contract completion.

E. Payment by Sherwood to Wilsonville of 46.18% of the Segment 3B Water Transmission Pipeline Design contract with Westech Engineering, Inc. ("WEI") subject to final true up between the parties at contract completion.

F. Payment by Sherwood to Wilsonville of 46.18% of previously paid Wilsonville costs for Segment 3B expended through August 31, 2011. Cost incurred beyond this date will be allocated by the second phase Segment 3B IGA Agreement between the parties.

G. Agreement between the parties as to acquisition costs of easements for Segment 3B and adoption of an acquisition process.

H. Terms of Sherwood advancement of funds for Segment 3B construction and direct costs related thereto and Wilsonville repayment thereof.

5. **Segment 3A Reimbursement.** Segment 3A has been previously constructed by Wilsonville. It consists of approximately 180 lf of 48-inch transmission line and extends northward from the northern end of Segment 2 of the Water Transmission Line located approximately at the intersection from Barber Road to Kinsman Road. It is more specifically described in the Final Design drawing attached hereto as Exhibit A and incorporated herein by

reference. Wilsonville has incurred \$409,920 in the construction of Segment 3A and Sherwood's 1/2 share is \$204,960. A summary of Wilsonville's previously incurred costs and Sherwood's share thereof is attached hereto as Exhibit B and incorporated herein by reference. Sherwood, within 30 days of adoption of this Agreement by the parties, will remit its 1/2 project share (\$204,960) to Wilsonville.

**6. Conveyance of 1/2 Capacity and Ownership Share of Segment 3A from Wilsonville to Sherwood.** Contemporaneous with payment by Sherwood to Wilsonville of its purchase of 1/2 the capacity of Segment 3A as described above, Wilsonville conveys 1/2 the capacity and ownership thereof to Sherwood. The Parties agree that Segment 3A has a design capacity of 40 mgd, and that if it has a greater operational capacity, any increase in capacity shall be shared equally by the Parties. Subject to permitting approved by state and federal regulations, the terms of other use rights and responsibilities of Segment 3 including Segment 3A will be set forth in the subsequent Agreement between the parties relating to the construction of Segment 3B. In the interim, use rights and responsibilities shall be as set forth in the Segment 2 Water Transmission Line Agreement entered into between the parties on August 7, 2007.

**7. Segment 3A Easement.** Wilsonville agrees, subject to Sherwood's compliance with the terms of Section 6 above, to execute and deliver to Sherwood a permanent easement to lay, replace, maintain, and use the Segment 3A Transmission Line for the purposes intended by this Agreement. The purpose and intent of the rights under such easement is to safeguard Sherwood and to be used only if Wilsonville fails or neglects its operation and maintenance responsibilities under Section 8 below.

**8. Operational and Maintenance Responsibilities of Segment 3A.** Segment 3A will operate as a part of Segment 3 which also shall include Segment 3B which is anticipated to be constructed by late 2013. Subject to permitting approved by state and federal regulations, the terms of operational and maintenance responsibilities of Segment 3 including Segment 3A will be set forth in the subsequent Agreement between the parties concerning the construction and operation of Segment 3B. In the interim, operation and maintenance responsibilities shall be as set forth in paragraphs 2.4 and 2.4.1 of the Segment 2 Water Transmission Line Agreement entered into between the parties on August 7, 2007.

**9. Environmental Permitting for Segment 3B.** Wilsonville has executed a contract with Pacific Habitat Services (PHS) to prepare and provide to Wilsonville appropriate environmental documentation to support a Joint Permit Application for the Segment 3B Transmission line. A copy of the scope of work of the executed contract is attached hereto as Exhibit C and incorporated herein by reference. The contract amount is \$25,681. Within 30 days of execution of this Agreement by the Parties, Sherwood shall remit to Wilsonville 46.18% of that amount (\$11,859.49). In the event that final costs differ from the contract maximum amount, the Parties shall share proportionally any such overage or underage responsibility.

**10. Pipeline Design Contract for Segment 3B.** The Parties have been negotiating with WEI to provide Wilsonville with engineering services to provide a Segment 3B Water Transmission Pipeline Design. The Scope of Services is attached hereto as Exhibit D and is incorporated herein by reference. The Final Proposed contract amount is \$214,530. Within 30 days of execution of this Agreement by the Parties Sherwood will remit 46.18% of the contract amount (\$99,070) to Wilsonville. If there is a contract payment difference, then at the time of contract true up, the Parties shall share proportionally any such overage or underage responsibility.

**11. Repayment of Segment 3B Costs Advanced by Wilsonville.** Wilsonville has previously paid \$73,931 for authorized Segment 3B costs. They are summarized in Exhibit E. Within 30 days of the execution of this Agreement, Sherwood will remit to Wilsonville 46.18% of this amount (\$34,141.34).

**12. Easement Acquisition.** Wilsonville estimates that property acquisition costs to purchase needed easements from two property owners (Bruer and Inland) will total approximately \$280,000, exclusive of any wetland mitigation or wetland park property that may need to be acquired. They also estimate that appraisals, legal descriptions, negotiations with property owners, and legal work associated with easement purchases will total another \$35,000. Based on current calculations, Sherwood shall be responsible for 46.18% and Wilsonville for 53.82% of the expenses actually incurred. Within 30 days of execution of this Agreement, each Party will pay into a sinking fund \$17,500 to cover the foregoing costs incurred. Any overruns in these costs will be promptly satisfied by the parties on an equal basis. The Parties anticipate that permitting will have to be largely in place, including identification of any required property

mitigation, before formal property acquisition may be concluded. At such time as these elements are in place and there is tentative agreement with one or both property owners, Sherwood will pay 46.18% and Wilsonville 53.82% of the agreed upon acquisition costs into a sinking fund. Based upon current information, there appears to be a need for a 30 ft wide permanent utility easement. Initially, it was contemplated that the Kinsman Road street right of way would also overlap this easement. Present direction from reviewing governmental agencies appears to favor a stand alone water line easement. In the event that this regulatory direction changes, the Parties will review on the basis of equity and fairness sharing of acquisition costs between the water line easement and the other acquiring use.

**13. Computation Method of the Parties' Share of Segment 3B Costs.** As evidenced in Sections 9, 10, 11, and 12 above, Sherwood has a calculated 46.18% and Wilsonville a calculated 53.82% responsibility for Segment 3B Total Project Costs. These percentages are derived from current estimates of construction costs of the Segment 3B Project, excluding mobilization which is subject to the percentages and added back in. The difference in responsibility for payment relates to the fact that certain project elements (the pressure reducing valve facilities) have no benefit to Sherwood. Subsequently, the final percentages will be reflective of the actual construction costs, and if those costs have the effect of altering the proportional allocation of responsibility for other project costs as listed in paragraphs 9, 10, 11, and 12, the percentage allocations will be appropriately revised. Finally, at the time of Project completion and true up, this allocation will again be reviewed and changed if necessary. The term Total Project Cost shall have the meaning as defined in Section 2.4 of the Agreements for Segments 4 and 5A, which states:

2.4 Cost of Project. The direct cost of the property easement acquisition, surveying, geotechnical/environmental studies, permitting, design, and construction including inspection/project management, ownership, maintenance, ownership, maintenance, and operation of ... [the] Project.

**14. Responsibilities of the Parties:** Wilsonville will be responsible for all contracting of obligations and services required by this IGA subject to oversight and active involvement and coordination of Sherwood in all aspects of the Project. The Sherwood Public

Works Director will be concurrently copied on all correspondence and documents, including emails regarding the Project excepting otherwise privileged Wilsonville communications.

**15. Overview of Second Segment 3B IGA and the Construction and Financing Process Regarding Segment 3B.** The Parties will subsequently negotiate a second IGA dealing with the costs related to Segment 3B not otherwise covered in this Agreement. It is anticipated that Sherwood will advance funds for the construction phase based upon subsequently negotiated terms, including establishment of initial deposit draw accounts and establishment of coordinated periodic pay estimates. Wilsonville will repay Sherwood for costs advanced on its behalf by Sherwood no later than 180 days after completion of the Segment 3B Project. To the extent that monies are available to Wilsonville to repay all or a portion of the funds advanced in its behalf prior to 180 days, Wilsonville will exercise its best efforts to do so. Wilsonville Project overhead will be limited to 14% of Total Project Costs and Sherwood will accept that amount as an appropriate Wilsonville overhead charge without the need for further itemization by Wilsonville.

**16. Dispute/Attorneys Fees.** If a dispute arises between the Parties regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by negotiation, followed by mediation and arbitration.

Step One: The respective City Managers of the Parties or their designees are designated to negotiate on behalf of the Party each represents. If the dispute is resolved at this Step One, there shall be a written determination of such resolution, signed by each Party's Manager and ratified by each governing body, if required by the governing body, which shall be binding upon the Parties. Step one will be deemed complete when a Party delivers notice in writing to the other Parties that the Party desires to proceed to Step Two.

Step Two: If the dispute cannot be resolved within 10 days at Step One, or earlier after written notice given by a party, the Parties shall submit the matter to non-binding mediation by a professional engineer with demonstrated substantial experience in the design, construction and operation of complex municipal treatment, transmission, distribution, and storage systems. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of five mediators from an entity or firm experienced in providing engineering mediation services

who do not have an existing professional relationship with either Party. The Parties will mutually agree upon a mediator from the list provided. Any common costs of mediation shall be borne equally by the Parties who shall each bear their own costs and fees. If the issue(s) is resolved at this Step Two, a written determination of such resolution shall be signed by each Manager and approved by their respective governing bodies, if necessary.

Step Three: If mediation does not resolve the issue within 45 days of submission of the issue to mediation, the matter will be referred to binding arbitration by a panel of three arbitrators who are professional engineers with demonstrated substantial experience in the design, construction and operation of complex municipal treatment, transmission, distribution, and storage systems. One arbitrator will be chosen by each Party and those two arbitrators chosen will choose a third arbitrator. No panel member may have an on-going professional relationship to either Party. The arbitration panel will reasonably endeavor to reach a decision on the dispute within 60 days of its submission to the panel. The decision shall be binding on both Parties and there shall be no right of further appeal. The prevailing Party shall be entitled to its reasonable attorneys fees as shall be awarded by the arbitration panel.

**15. Breach.** If a Party defaults under the terms of this Agreement, then upon 20 days written notice, the defaulting Party shall undertake steps to commence cure of the breach within a reasonable time, depending on the circumstances. In the event there is a dispute over the amount to be paid, the undisputed amount shall be paid immediately and the Agreement shall not be in default while the solution to the disputed payment portion is resolved under Section 7. The Parties understand and agree that water service is critical to each Party's customers and that monetary damages may be an insufficient remedy considering the infrastructure involved. Therefore, the Parties expressly agree that equitable remedies such as injunction or specific performance are specifically contemplated and allowed by this Agreement.

**16. Notices.** Notices regarding operation, maintenance, repair, replacement, breach, termination, renewal or other issues shall be deemed sufficient if deposited in the United States Mail, First Class, postage prepaid, addressed to the Parties as follows:

City Manager  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

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

**17. Insurance and Indemnity.** To the full extent permitted by law, each Party agrees to indemnify and hold harmless the other, its counsel, officers, employees, and agents from any and all claims, demands, damages, actions, or other harm caused by the sole negligence or intentional acts of that Party, including any attorneys fees or other costs of defense. Further, independent of the indemnity obligation, and as may be allowed under law, each Party agrees to maintain general liability insurance in an amount not less than Oregon Tort Claim limits applicable to public agencies as set forth in ORS 30.260 – 30.300.

**18. Succession.** This Agreement shall be binding upon any successors to the respective Parties, which through merger, consolidation or other means, including a lawful transfer by Sherwood to the Willamette River Water Coalition (“WRWC”), succeeds to the water supply treatment and distribution and transmission functions of that Party. No transfer to a private, nonpublic entity is permissible without the consent of both parties.

**19. Amendment.** The terms of this Agreement may be amended or supplemented by mutual agreement of the Parties. Any amendment or supplement shall be in writing and shall refer specifically to this Agreement, and which shall be executed by the Parties.

**20. Good Faith and Cooperation.** The Parties agree and represent to each other good faith, complete cooperation, and due diligence in the performance in all obligations of the Parties pursuant to this Agreement.

**21. Governing Law.** This Agreement is governed by the laws of the State of Oregon.

**22. Counterparts.** This Agreement may be signed in two counterparts, each of which shall be deemed as an original and, when taken together, shall constitute one and the same agreement.

**23. Instruments of Further Assurance.** From time to time, at the request of either Party, each Party shall, without further consideration, execute and deliver such further instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement.

**24. Severability.** In case any one or more of the provisions contained in this Agreement shall be judicially deemed invalid, illegal, or unenforceable in any respect, the

validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have, pursuant to official action of their respective governing bodies duly authorizing the same, caused their respective officers to execute this Agreement on their behalf.

**CITY OF SHERWOOD**

**CITY OF WILSONVILLE**

**An Oregon municipal corporation**

**An Oregon municipal corporation**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Recorder

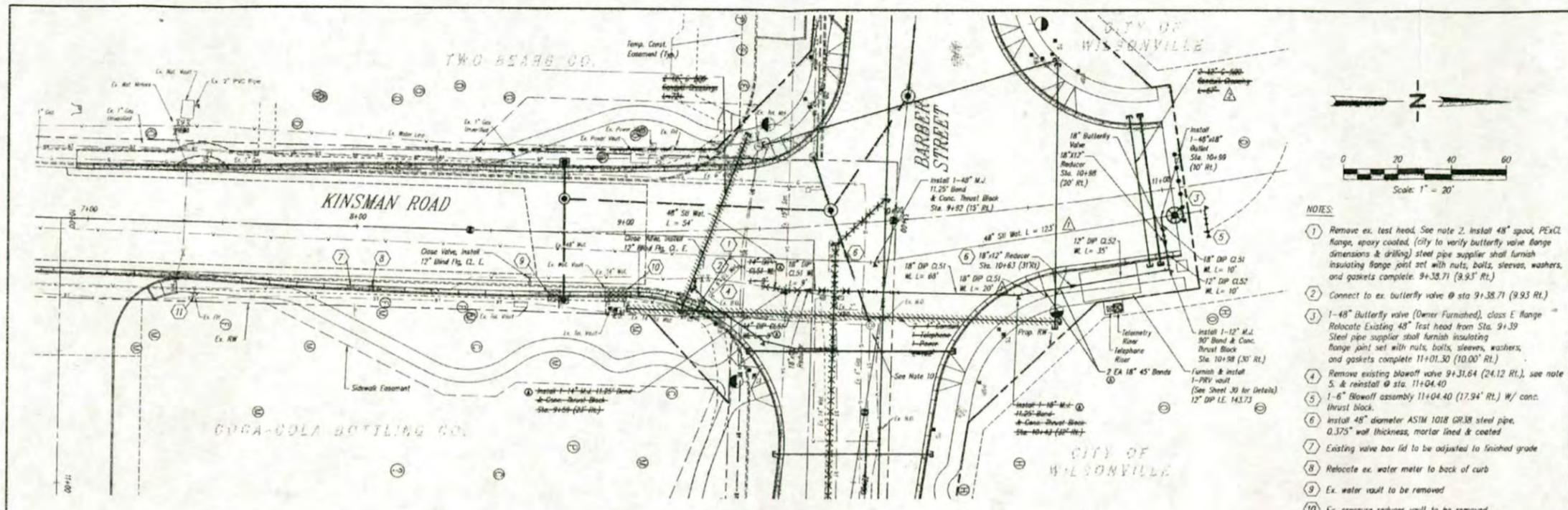
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City Recorder

**APPROVED AS TO FORM**

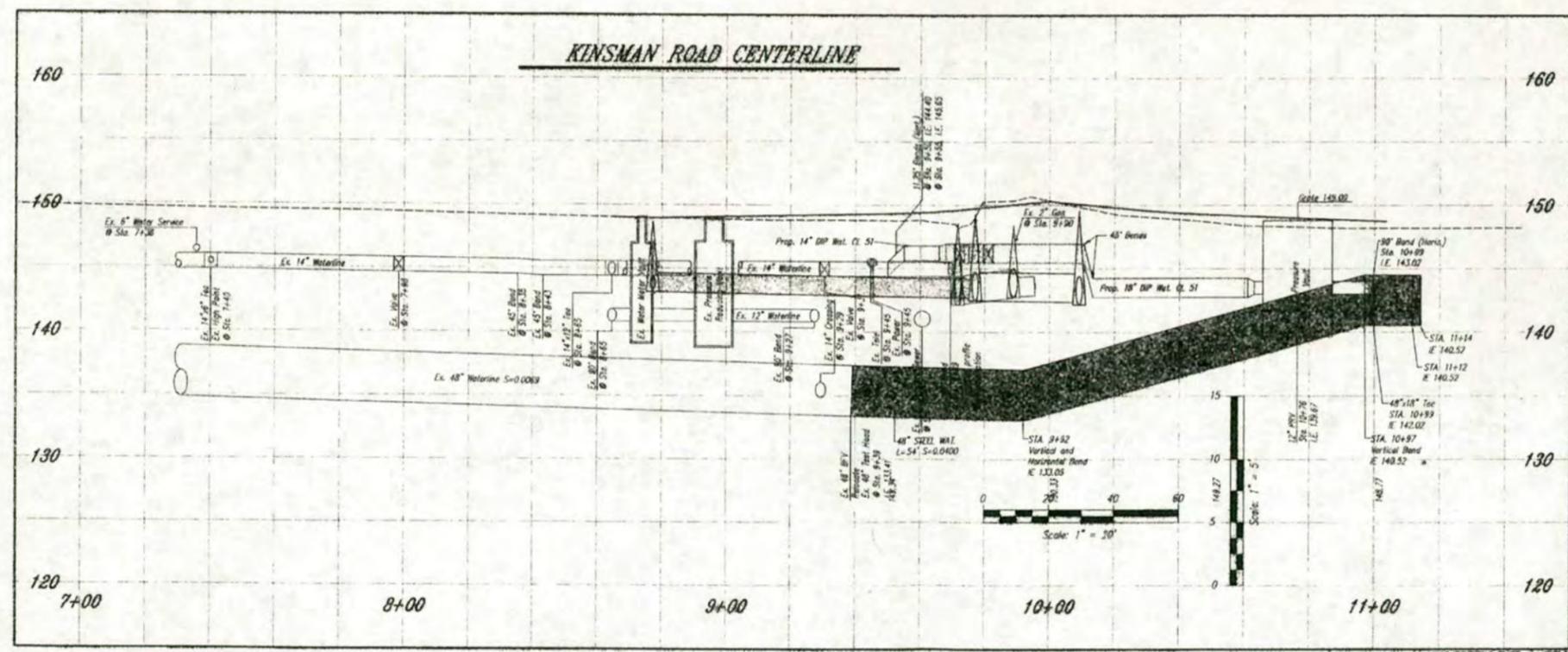
**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney



- NOTES:
- Remove ex. test head. See note 2. Install 48" spool, PEX-CL flange, epoxy coated, (city to verify butterfly valve flange dimensions & drilling) steel pipe supplier shall furnish insulating flange joint set with nuts, bolts, sleeves, washers, and gaskets complete: 9+38.71 (9.93' RL.)
  - Connect to ex. butterfly valve @ sta 9+38.71 (9.93' RL.)
  - 1-48" Butterfly valve (Owner Furnished), class E flange Relocate Existing 48" test head from Sta. 9+39 Steel pipe supplier shall furnish insulating flange joint set with nuts, bolts, sleeves, washers, and gaskets complete 11+01.30 (10.00' RL.)
  - Remove existing blowoff valve 9+31.64 (24.12' RL.), see note 5, & reinstall @ sta. 11+04.40
  - 1-6" Blowoff assembly 11+04.40 (17.94' RL.) w/ conc. thrust block.
  - Install 48" diameter ASTM 1018 GR.38 steel pipe, 0.375" wall thickness, mortar lined & coated
  - Existing valve box lid to be adjusted to finished grade
  - Relocate ex. water meter to back of curb
  - Ex. water vault to be removed
  - Ex. pressure reducer vault to be removed
  - Ex. fire hydrant to be relocated behind sidewalk



- GENERAL NOTES:
- Contractor to pothole all existing utility crossings and verify line and grade for conflict minimum of 48 hours prior to constructing sanitary sewer or waterline.
  - The sidewalk has been shown for informational purposes.
  - All noted stations reference Barber Street alignment unless specified on this plan sheet.
  - See landscaping plans for irrigation notes & info.
  - See sheets 6-12 for street & storm plans, profiles, and notes.
  - See sheets 26-27 for Storm and Sanitary Details.
  - See sheets 28-29 for Water Details.
  - Contractor shall maintain access to adjacent businesses at all times during construction.
  - Isolate and drain existing 48" water line between 48" butterfly valve and test head prior to construction
  - Contractor to remove existing 48" test head (sta 9+38.71) connected to existing 48" butterfly valve, store and reinstall at sta 11+01.30.
  - Approximated 14" water main elevations from sta 7+00 to 8+35 are based on existing asbuilt information from Westech Engineering Inc. dated May, 1984 with an approximated datum difference of +3.4'. This difference is based on information obtained for storm manhole located 35' right of sta 9+90 (see plan view for location). Approximated 48" water main and 14" water main elevations from sta 8+35 to 9+69 are based on existing asbuilt information from MSA dated December, 1997 with an approximated datum difference of +3.4'.

DATE PLOTTED: Aug 06, 2009 - 14:52pm - M&S DRAWING FILE: C:\1\2000-18800\18800\18800 - Barber Street Ext. 14 - RESIDENTIAL 15-45 - 08.05\1486.A\1486.dwg

REVISIONS

1. 08/06/09 Update After the Job

2. 08/26/09 Add Change Log

3. Update After System "As-Built"

15-16-08 A.S.

**Mackay & Sposito, Inc. M & S**

REGISTERED PROFESSIONAL ENGINEERS - CIVIL ENGINEERS

1000 N. CENTRAL AVE. SUITE 100 WILSONVILLE, OR 97150

PHONE: 503.670.1234 FAX: 503.670.1235

**Wilsonville**  
in Oregon

CITY OF WILSONVILLE

REGISTERED PROFESSIONAL ENGINEER

1000 N. CENTRAL AVE. SUITE 100 WILSONVILLE, OR 97150

PHONE: 503.670.1234 FAX: 503.670.1235

DATE: MARCH, 2007

Scale: 1" = 20'

Designed By: PC/SH

Drawn By: EN/SM

Checked By:

**BARBER STREET**

**KINSMAN ROAD 48-INCH WAT. MAIN EXTENSION**

CITY OF WILSONVILLE PROJECT #412

OREGON

Sheet

**18 of 41**

Job Number 14,406

Total Sheet 18 of 65

**EXHIBIT A**

**SANITARY & WATER SYSTEM "AS-BUILT" 10-16-08**

**Segment 3A - Barber Street Extension 48 " Water Line - Boberg Road to Kinsman Road Intersection (Project # 4112)**

		<b>Barber Street</b>					
Contract Number	Bid Schedule	Unit	Quantity	Unit Price	Total Price	Paid Quantity	Amount Paid
<b>Steel Pipe and Specials (NW Pipe/Owner Furnished)</b>							
1	Furnish 48-Inch Diameter Steel pipe and specials.	LS	1	\$ 73,222.00	\$ 73,222.00		\$ 85,173.37
2	48-inch Flange Butterfly Valve and specials (Val-Matic)	LS	1	\$ 23,000.00	\$ 23,000.00		\$ 21,564.00
3	Furnish Buried 48-Inch Diameter Butterfly Valves	EA	1	\$ 23,000.00	\$ 23,000.00		\$ -
4	Furnish Buried 48-Inch Diameter Restrained Coupling	EA	1	\$ 17,250.00	\$ 17,250.00		\$ -
5	48-inch Blind Flange	EA	1	\$ 7,500.00	\$ 7,500.00		\$ -
<b>Sub-Total Pipe Procurement:</b>							<b>\$ 106,737.37</b>

<b>Pipe Installation and Appurtenances (Westech Contract)</b>							
2	6	Mobilization, bonds, insurance and demobilization (10%)	LS	1	--	\$ 11,709.50	\$ 9,035.50
123	7	Install owner furnished 48" Steel Waterline	LF	180	\$ 460.00	\$ 78,200.00	\$ 82,800.00
122	8	Connection to 48: Water Main	LS	1	\$ 1,425.00	\$ 1,425.00	\$ 1,425.00
57	9	Relocate Ex. 48" Test Head	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
124	10	Trench Foundation for Water (If Nec.)	CY	200	\$ 45.00	\$ 9,000.00	\$ 2,115.00
125	11	Trench Protection for Water	LF	500	\$ 1.00	\$ 500.00	\$ 180.00
126	12	Rock Excavation for Water (If Nec.)	CY	100	\$ 100.00	\$ 10,000.00	\$ -
118	13	6-inch diameter blow-off assemblies complete	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
130	14	Testing, flushing and disinfection of new water mains (prorated)	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 700.00
148	15	Remove Ex. Temp. Blow Off Assembly	EA	1	\$ 135.00	\$ 270.00	\$ 135.00
<b>Sub-Total Pipe Installation:</b>							<b>\$ 99,390.50</b>

<b>AC Pavement Road Reconstruction (Westech Contract)</b>							
16	Mobilization, bonds, insurance and demobilization (10%)	LS	1	--	\$ 402.90		\$ -
17	Level 3, 3/4 Inch Dense HMAc	TON	51	\$ 79.00	\$ 4,029.00		\$ -
18	8" Thick Concrete Pavement	SF	1800	\$ 5.60	\$ 10,080.00	1800	\$ 10,080.00
<b>Sub-Total AC Pavement:</b>							<b>\$ 10,080.00</b>

CCO#	Contract Change Orders (CCO's)	Unit	Quantity	Unit Price	Total Price	Paid Quantity	Amount Paid
1	PCO-009R, CCO#2, supply & install bolts, nuts, & washers for 48" water main	LS	1	--			\$ 9,576.68
2	PCO-010, CCO#2, standby time for 48" water main (missing parts, misalignment) & dewatering	LS	1	--			\$ 26,533.70
3	PCO-015, CCO#1, Cathodic Protection for 48" water main	LS	1	--			\$ 7,531.12
4	PCO-022, CCO#1, Replace 1-1/2" bolts and nuts on 48" steel water main to zinc plated	LS	1	--			\$ 5,122.66
5	PCO-063, CCO#2, Additional cost related to impacts on 48" connection and installation	LS	1	--			\$ 12,457.48
6	PCO-068R, CCO#2, 72" Manhole for access to 48" water main	LS	1	--			\$ 7,247.56
7	PCO-101, Air release valve for 72" manway on 48" water main	LS	1	--			\$ 6,057.60
8	PCO-111, Dig up 48" test head and test new 48" butterfly valve	LS	1	--			\$ 2,969.23
<b>Sub-Total PCOs &amp; CCOs:</b>							<b>\$ 77,496.03</b>

Total Project (Bid) Cost including Waterline installation	\$ 2,998,317	Total Waterline Costs w/o temporary facilities	\$ 293,703.90
Add Waterline Materials purchased separately (above)	\$ 106,737		
Subtract Total (Bid) Cost for temporary features:	\$ (165,095)		
<b>COST BASIS for Determining Cost Split for other costs</b>	<b>\$ 2,939,959</b>	Water Line as % of Cost Basis: (\$293,704/\$2,939,959)	10.0%

Temporary Facilities allocated to Waterline (10%) \$ 16,510.00

**Total Pipe Procurement, Installation, AC Pavement, & 10% of Temporary Features \$ 310,213.90**

Preliminary Engineering: 10% of Actual Cost of \$125,357 \$ 12,536.00

Final Engineering: 10% of Actual Cost of \$695,258 \$ 69,526.00

Norton Corrosion: Actual Cost of subcontracted Cathodic Protection Review \$ 520.00

Wilsonville Community Development Overhead: 10% of Actual Cost of \$83,644 against "road" capital project number 4112 \$ 8,364.00

Wilsonville Community Development Overhead: 100% of Actual Cost of \$916 against "waterline" capital project number 1055 \$ 916.00

Wilsonville Administrative Overhead: 2% of Actual Cost of PE, FE, and Construction (\$12,536+\$69,526+\$310,213) \$ 7,845.00

**Total \$ 409,920.90**

**Sherwood Share @ 50% \$ 204,960**

## **SCOPE OF SERVICES**

### **SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT**

#### **INTRODUCTION AND PROJECT BACKGROUND**

In 2002, the City of Wilsonville completed construction of the Willamette River Water Treatment Plant (WRWTP). This Plant was constructed with a long term capacity, and with the specific intent to provide treated water to multiple water providers on a regional basis. The plant is jointly owned by the City of Wilsonville and the Tualatin Valley Water District (TVWD). TVWD in turn sold a portion of their rights to the City of Sherwood.

To provide a physical water transmission system to the City of Sherwood, various intergovernmental agreements were negotiated between the cities of Wilsonville and Sherwood to construct a 48" diameter Water Transmission Pipeline from the intersection of Wilsonville Road and Kinsman Road, to a delivery point located at the corner of Tooze Road and Westfall Road. Five Segments were identified for the Transmission Pipeline construction, of which this Segment 3 is the last remaining unconstructed segment.

Most of the design criteria for the project have been resolved during the design of previous phases. Pipeline diameter (48'), material type (steel), corrosion protection requirements, and the start and end point of the pipeline are all known. A final alignment has been selected, and preliminary design and environmental documentation have been completed under an ongoing multi task contract known as the Barber – Kinsman Project, which involves coordination of this project with 2 road projects, 1 other water line project, and a sewer line project. This project, specifically, is designed to parallel and underlie the eastern sidewalk of the Kinsman Road extension project.

For various reasons, the City has chosen to split and remove the Segment 3 Transmission Pipeline project from the other work, and intends to expedite design, permitting, and construction of the pipeline project as a separate and distinct project. Based on the work performed to date, the pipeline alignment will pass through wetland and natural areas containing compressible soils, and subject to Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) permitting requirements.

This Scope of Services covers only environmental permitting support services. Final design services and construction document preparation for the pipeline are on a different timeline and are being solicited by the City separately.

#### **TASK 1 - PROJECT MANAGEMENT AND COORDINATION**

Consultant shall manage work performed by Consultant's staff, coordinate with permit review Agencies (Department of State Lands, US Army Corp of Engineers) and the City on the schedule and status for work tasks, submittals, reviews, and revisions necessary for the Joint Permit Application, provide quality assurance in the form of peer review on all deliverables submitted to the Agencies and the City, and coordinate information sharing and resolution of technical details between this project and the ongoing Barber-Kinsman road projects. Consultant shall prepare monthly progress reports and progress billings in a format approved by the City.

## SCOPE OF SERVICES

### SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT

#### *Task 1.1 General Project Management*

This task includes all costs and labor to schedule and coordinate other work tasks, prepare and revise schedules, maintain communication and coordination with the Agencies and City, prepare invoices and progress reports, maintain project files, and manage the project budget.

Consultant's Project Manager (PM) shall be the primary point of contact, and is responsible for communicating with the City regarding the status of work being performed and to discuss issues or concerns that may impact the Project.

#### *Task 1.1 Deliverables*

##### **Consultant shall:**

- Prepare and distribute a preliminary Project Schedule, and revise and distribute said schedule monthly.
- Prepare and submit to the City monthly progress reports and billing invoices including a breakdown of labor hours and expenses, to be submitted by the 20th of each month.
- Project files must be delivered within thirty (30) calendar days of request by City.

#### *Task 1.2 Meetings*

This task includes all costs and labor for Consultant to organize, schedule, and attend meetings with the City, Agencies, and/or others, prepare meeting agendas and take and distribute meeting notes. For estimating purposes, it is assumed up to four meetings will be required, with all meetings lasting up to 2 hours and all meetings held at City of Wilsonville offices. This Task also covers Consultants' presence at a public open house or City Council meeting, if needed. Any Exhibits required for an open house or Council meeting shall be performed and billed under work task in Section 2.

#### *Task 1.2 Deliverables*

##### **Consultant shall:**

- Prepare and distribute meeting agendas at least 48 hours prior to meetings.
- Prepare and distribute meeting notes within 7 calendar days.

#### *Task 1.3 Coordination with Barber – Kinsman Project*

This task recognizes that the preliminary engineering, selected pipeline alignment, and general scope of environmental documentation for this project were originally prepared as part of a larger joint project known as the Barber-Kinsman Project. Under the Barber-Kinsman Project, the pipeline alignment and technical details for this now separate water transmission pipeline project were coordinated with the alignment of the Kinsman Road extension. The Barber-

## **SCOPE OF SERVICES**

### **SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT**

Kinsman Project remains an active project, and certain tasks performed under that project, or to be performed under that project, such as surveying, geotechnical investigation, and Right of Way determination require coordination and sharing of information between the two projects. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the Barber – Kinsman Project.

#### ***Task 1.3 Deliverables***

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

### **TASK 2 - ENVIRONMENTAL DOCUMENTATION and JOINT PERMIT APPLICATION**

Consultant shall prepare and provide the City with appropriate environmental documentation as needed or required to prepare or support a full and complete Joint Permit Application (JPA) to the Agencies for the Segment 3 Water Transmission Pipeline to be constructed in the City of Wilsonville, Clackamas County, Oregon. In preparing the required documentation and JPA, Consultant shall use work products and documentation previously prepared under the Barber-Kinsman Project to the maximum extent possible.

#### ***Task 2.1 Existing Document Review and Revision***

Consultant shall review, revise, modify, and republish previous documentation from the Barber-Kinsman project as needed for the purposes of this project. Environmental documentation previously prepared for the Barber-Kinsman project and available for use on this project includes:

- Wetland Delineation Report
- Wetland Mitigation Plan
- Ordinary High Water (OHW) Determination
- Stormwater Management Report
- No Effect Memorandum
- Essential Fish Habitat Documentation
- Aquatic and Wildlife Habitat Inventory Memorandum
- Rare Plant and Noxious Weed Survey Memorandum
- Biological Assessment
- Fish Passage Plan
- Phase I Hazardous Materials Corridor Assessment
- Historic Resource Survey
- Phase 1 Archaeology Survey
- Noise Study

## **SCOPE OF SERVICES**

### **SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT**

To address potential water quality impacts and EFH coordination, the project may need to comply with SLOPES IV (Roads, Culverts, Bridges and Utility Lines). Consultant shall confirm project's compliance with ESA based on telephone communication with National Marine Fisheries Service (NMFS) and US Fish and Wildlife Service (USFWS). Consultant shall include a discussion of SLOPES IV Compliance within the Joint Permit Application.

If wetland mitigation is required for this project, and if on-site mitigation is a viable and practicable option, the Consultant shall identify in consultation with the City which location(s) from the previously prepared wetland mitigation plan are appropriate for this project, and shall summarize existing data or collect new data on existing vegetation, hydrology, and other factors critical to achieving mitigation success. Consultant shall consult with COE, DSL and ODFW, as necessary to determine mitigation ratios, prepare a draft compensatory wetland mitigation plan (CWMP) specific to this project and develop conceptual grading and planting plans illustrating design options and planting palette recommendations for the mitigation area as appropriate.

If required, Consultant shall prepare a final grading plan and a final planting plan illustrating the proposed mitigation. Consultant shall also prepare a final Mitigation Plan following OAR 141-085-0680 through 141-085-0715. All mitigation documentation and graphics must be included as an appendix to the draft JPA.

#### ***Task 2.1 Deliverables***

##### **Consultant shall provide:**

- One (1) electronic copy and one (1) hard copy of any revised Plan, Report, Determination, Memorandum, Assessment or Survey prepared specific to this project.
- If required, one (1) electronic copy and one (1) hard copy of the Final Wetland Delineation Report with a completed Wetland Determination Request form.
- If required, one (1) electronic copy and one (1) hard copy of the Final Wetland Impact Assessment, Wetland Function and Values Assessment and Compensatory Wetland Mitigation Plan to the City three (3) weeks after receiving comments from the review Agencies.

#### ***Task 2.2 Draft Joint Permit Application***

Consultant shall prepare a draft Joint Permit Application (JPA) for the COE and DSL to authorize work within the jurisdictional wetlands and waters within the proposed project area.

Consultant shall provide pre-submittal coordination with representatives of the COE and DSL to confirm permitting requirements and application procedures. This coordination shall include pre-application correspondence in the form of telephone calls, e-mail, and memorandums to document permit needs. If necessary, Consultant shall arrange for a brief pre-application meeting in the field or at the Portland or Salem offices of the COE and DSL to review the Project plans

## SCOPE OF SERVICES

### SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT

and to assess initial agency comments on the Project. In conjunction with any pre-application meeting, Consultant shall also coordinate with the City and the City's Pipeline Design Engineering Consultant (PDEC) to assemble the appropriate plans, drawings, memorandums, details, and specifications to support the permit application. Consultant shall ensure that features and impacts are correctly identified for the permit applications.

Consultant shall prepare all necessary drawings, maps, and photographs for inclusion in the permit applications. The City's PDEC shall prepare engineering drawings, impact figures and project description information for inclusion in the JPA, with assistance from Consultant biologist. Consultant shall also prepare brief narratives and descriptions on Project purpose and need, potential impacts, and Project alternatives using information provided by City staff or PDEC as necessary to complete the JPA.

If impacts to identified regulated wetland resources will be compensated for by purchase of wetland mitigation credits from a mitigation bank, the appropriate mitigation documentation, including the mitigation plan if required, shall be included in the JPA.

#### **Assumptions:**

- The physical alignment / location, approximate depth, and general technical details of the pipeline will match the Alternative 2 plans, sections, and details of the Barber – Kinsman preliminary engineering package.
- Field surveying, geotechnical engineering, and ROW or easement legal descriptions will be performed by others.
- The City's PDEC will provide all engineering plans, concept drawings, site plan details and Project description information, as necessary to quantify and document wetland and waters impacts for the JPA.
- Draft JPA submittal to the Agencies will occur on or before December 31, 2011.

#### ***Task 2.2 Deliverables***

**Consultant shall provide:** One (1) electronic copy of the Draft JPA.

#### ***Task 2.3 Final Joint Permit Application***

Consultant shall prepare a Final Joint Permit Application (JPA) for the COE and DSL to authorize work within the jurisdictional wetlands and waters within the proposed project area. All mitigation documentation and graphics must be included as an appendix to the draft JPA. Consultant shall provide a complete copy of the JPA and Stormwater Management Report to DEQ for the purpose of Section 401 Certification in accordance with DEQ and COE procedures.

Following the submission of the JPA, Consultant shall respond to questions or comments raised by the agencies during their review of the permit application. Consultant shall assist City staff in developing appropriate responses to questions regarding the information submitted to the

## SCOPE OF SERVICES

### SEGMENT 3 TRANSMISSION PIPELINE PERMIT SUPPORT

agencies on this project. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, and related tasks as necessary to clarify regulatory agency concerns and to facilitate the issuance of the COE and DSL permits for this Project.

#### **Assumptions:**

- DSL will require a permit fee, depending on the type of authorization required and the amount of fill or excavation to be performed in wetlands or waters. Permit fees will be the responsibility of City.
- Final JPA submittal will occur on or before June 30, 2012.

#### ***Task 2.3 Deliverables***

#### **Consultant shall provide:**

- One (1) electronic copy of the Final JPA, with the Final Mitigation Plan within two (2) weeks of receipt of review comments from the City.

END OF SCOPE OF SERVICES

# **SCOPE OF SERVICES**

## **SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

### **INTRODUCTION AND PROJECT BACKGROUND**

In 2002, the City of Wilsonville completed construction of the Willamette River Water Treatment Plant (WRWTP). This Plant was constructed with a long term capacity, and with the specific intent to provide treated water to multiple water providers on a regional basis. The plant is jointly owned by the City of Wilsonville and the Tualatin Valley Water District (TVWD). TVWD in turn sold a portion of their rights to the City of Sherwood.

To provide a physical water transmission system to the City of Sherwood, various intergovernmental agreements were negotiated between the cities of Wilsonville and Sherwood to construct a 48" diameter Water Transmission Pipeline from the intersection of Wilsonville Road and Kinsman Road, to a delivery point located at the corner of Tooze Road and Westfall Road. Five Segments were identified for the Transmission Pipeline construction, of which this Segment 3b is the last remaining unconstructed segment.

Most of the design criteria for the project have been resolved during the design of previous phases. Pipeline diameter (48'), material type (steel), corrosion protection requirements, and the start and end point of the pipeline are all known. A final alignment has been selected, and preliminary design and environmental documentation have been completed under an ongoing multi task contract known as the Barber – Kinsman Project, which involves coordination of this project with 2 road projects, 1 other water line project, and a sewer line project. This project, specifically, is designed to parallel and underlie the eastern sidewalk of the Kinsman Road extension project.

For various reasons, the City has chosen to split and remove the Segment 3 Transmission Pipeline project from the other work, and intends to expedite design, permitting, and construction of the pipeline project as a separate and distinct project. Based on the work performed to date, the pipeline alignment will pass through wetland and natural areas containing compressible soils, and subject to Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) permitting requirements. Permits from these agencies are being pursued under a separate contract and are not part of this Scope of Services.

This Scope of Services covers final design services, construction document preparation, and related services. Environmental permitting support services are on a different timeline and are being solicited by the City separately.

### **TASK 1 - PROJECT MANAGEMENT AND COORDINATION**

Consultant shall manage work performed by Consultant's staff, coordinate with the City's permitting subcontractor and Kinsman Road design consultant, organize and facilitate progress meetings, provide quality assurance in the form of peer review on all deliverables submitted to the City, and coordinate information sharing and resolution of technical details between this project and the Kinsman Road design. Consultant shall prepare monthly progress reports and progress billings in a format approved by the City.

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

#### Task 1.1 General Project Management

This task includes all costs and labor to schedule and coordinate other work tasks, prepare and revise schedules, maintain communication and coordination with the City and other subconsultants, prepare invoices and progress reports, maintain project files, and manage the project budget.

Consultant's Project Manager (PM) shall be the primary point of contact, and is responsible for communicating with the City regarding the status of work being performed and to discuss issues or concerns that may impact the Project.

#### Task 1.1 Deliverables

##### **Consultant shall:**

- Prepare and distribute a preliminary Project Schedule, and revise and distribute said schedule monthly.
- Prepare and submit to the City monthly progress reports and billing invoices including a breakdown of labor hours and expenses, to be submitted by the 20th of each month.
- Project files must be delivered within thirty (30) calendar days of request by City.

#### Task 1.2 Meetings

This task includes all costs and labor for Consultant to organize, schedule, and attend meetings with the City, Agencies, and/or other subconsultants, prepare meeting agendas and take and distribute meeting notes. For estimating purposes, it is assumed up to 12 meetings will be required, with all meetings lasting up to 2 hours and all meetings held at City of Wilsonville offices. This Task also covers Consultants' presence at a 3 hour public open house or City Council meeting, if needed. Any Exhibits required for an open house or Council meeting shall be prepared and billed under work tasks listed under TASK 2.

#### Task 1.2 Deliverables

##### **Consultant shall:**

- Prepare and distribute meeting agendas at least 48 hours prior to meetings.
  - Prepare and distribute meeting summaries within 7 calendar days after the meeting.
- Agendas and meeting summaries shall be distributed electronically in Word or pdf format.

#### Task 1.3 Coordination with Barber – Kinsman Project

This task recognizes that the preliminary engineering, selected pipeline alignment, and general scope of environmental documentation for this project were originally prepared as part of a larger joint project known as the Barber-Kinsman Project. Under the Barber-Kinsman Project, the pipeline alignment and technical details for this now separate water transmission pipeline

## **SCOPE OF SERVICES**

### **SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

project were coordinated with the alignment of the Kinsman Road extension. The Barber-Kinsman Project remains an active project, and certain tasks performed under that project, or to be performed under that project, such as surveying, geotechnical investigation, and Right of Way determination require coordination and sharing of information between the two projects. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the Barber – Kinsman Project. For estimating purposes, the scope of effort is assumed to include 60 hours of mixed labor on the part of the Consultant.

#### ***Task 1.3 Deliverables***

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

#### **Task 1.4 Permit Coordination**

This task recognizes that environmental (e.g., wetland) permits from the Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) for this project are being prepared and submitted by a separate consultant working directly for the City, but that clearing, erosion control, and required mitigation efforts will be performed as part of the construction effort for this project, and must therefore be incorporated into the construction bid package. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the permitting consultant.

For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

#### ***Task 1.4 Deliverables***

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

### **TASK 2 – 75% DESIGN SERVICES**

Under this Task, Consultant shall prepare pre-final designs, construction drawings, specifications, and other necessary documents, advancing the project design status from the approximately 30% current design level without details and specifications, to an approximately 75% level, with details and specifications. Included under Task 2 are preparation of the necessary drawings, specifications and plans for clearing and grading, erosion control, stormwater management, and wetland mitigation. This Task does not include Final Design services, Bid Phase services or Construction Phase services which are detailed in Tasks 3 & 4.

In the performance of this Task, it is the express desire of the City not to “reinvent the wheel”. Preliminary Engineering (e.g., 30% design) was completed under the Barber – Kinsman project,

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

including alignment, and preliminary Plan and Profile. Significant design information, specifications, and design detail drawings are also available from previous design and construction packages for other segments of the pipeline, including Segment 2, Segment 3a, Segment 4, Segment 5a, and the Tooze Vault project (which includes Segment 5b). Consultant is expected to re-use this existing design and construction detail information to the maximum extent possible to minimize design, drafting, and specification/bid package preparation costs.

#### Task 2.1 Existing Document Collection & Review

The City will provide electronic and hard copies (CAD files, Word documents, etc.) of the current preliminary plan and profile information, and the complete design and specification packages for the previously completed projects referenced above. Consultant shall organize and review these documents, and determine the extent to which this previous information can be incorporated into the design package for this project. For each design package component (see Table 1 for example) Consultant shall identify one of three levels of applicability:

- a) Directly applicable – no changes needed
- b) Applicable with minor (text or drafting) edits
- c) Not applicable, or major (text or drafting) edits required

For any design package component determined to be in level c) above, Consultant shall provide a written explanation as to why it was not applicable, or the extent of major edits required. Note: For a design feature / component where different source documents have different levels of applicability, a written explanation is only needed when none of source documents are considered “directly applicable”.

**TABLE 1**

**(note: this is only an example and is NOT meant to reflect a complete listing)**

Design Feature / Component	Source Document	Directly Applicable (a)	Partially Applicable (b)	Not Applicable (c)
General / Special Conditions	Segment 2			X
	Segment 3a		X	
	Segment 4	X		
	Segment 5a	X		
Trench / Backfill Specs	Segment 4	X		
Pipe Material Specs	Segment 2, 3a, 4		X	
Corrosion Protection Details	Segment 2			X
	Segment 3a		X	
	Segment 4	X		
Valve Selection	Segment 2			X
	Segment 3a	X		
	Segment 4	X		

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Pipe Tiedowns	Segment 4		X	
PRV Station Design	Segment 3a		X	
PRV Vault Design	Segment 3a			X
Erosion Control Plan	Segment 2			X
	Segment 3a			X
	Segment 4		X	

#### ***Task 2.1 Deliverables***

##### **Consultant shall provide:**

- A summary table of the design features / components and degree of applicability similar to Table 1.
- A written memorandum providing explanations of features / components deemed Not Applicable.

#### **Task 2.2 Draft Plan and Profile**

Consultant shall prepare draft plan and profile drawings, using the existing Preliminary Engineering plan and profile drawings prepared under the Barber – Kinsman project (Final Design Acceptance Package drawing sets 5A through 10A). Electronic (CAD) files shall be provided by the City. Drawing scale shall be 1" = 40' for plotting on 11 x17 sheet size. Consultant shall create new to-scale CAD layers, also at 1" = 40', but designed for plotting on 24" x 36" sheets (i.e., using fewer sheets). For both sets, layers not applicable to the water line construction (e.g., wetlands, sanitary and storm sewer, road centerline, etc.) shall be "turned off" for clarity, but shall not be deleted. Stationing of the water line shall be revised such that the start of waterline construction at the southern connection to the existing line is at Station 0+00, and an accurate reference distance shall be provided to the 0+00 point of the Barber – Kinsman profile.

#### ***Task 2.2 Deliverables***

##### **Consultant shall provide:**

- One hard copy set of 11 x 17 draft plan and profile drawings.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

#### **Task 2.3 Draft Specifications**

Consultant shall prepare a draft construction specifications package using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing specifications that are either, a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

specification package. Technical review, modification, and/or editing of the draft specification package will occur under a separate task.

#### ***Task 2.3 Deliverables***

##### **Consultant shall provide:**

- One hard copy of the Draft Specification Package.
- One disk containing a fully editable electronic copy of the Draft Specification Package in Microsoft Word format. PDF format is unacceptable.

#### **Task 2.4 Draft Details**

Consultant shall prepare draft detail drawings (piping details, section views, material schedules, etc.) using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing details that are either a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the details. The Draft Detail set shall specifically include the Pressure Reducing Valve (PRV) Station and PRV Vault. Technical review, modification, and/or editing of the draft details will occur under a separate task.

#### ***Task 2.4 Deliverables***

##### **Consultant shall provide:**

- One set of 11 x 17 hard copy Detail Sheets.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

#### **Task 2.5 Survey Confirmation**

Consultant shall obtain the ground survey DTM point file, pipeline centerline coordinate file, and other available coordinate files developed as part of the Barber – Kinsman project, and perform additional field surveying to confirm the accuracy of existing ground elevations and feature coordinates within the Project Area. For the purposes of this task, the Project Area is defined as 30' south of the southern connection to existing, 30' north of the northern connection to existing, and 20' either side of the proposed centerline alignment. Specific features requiring X-Y coordinate confirmation include the starting and ending connections to the existing pipelines, proposed pipeline centerline at approximately 300 foot spacing (7 shots), the centerline of the eastern branch of Coffee Lake Creek, the centerline of the existing 15" sewer, and the location of geotechnical boreholes B-7, B-8, B-10, B-12, B-14, B-15, and B-16. At this stage of design, the intent of this task is not to perform a full re-survey of the project area, but to select a representative subset of ground shots and verify whether previous survey information (X,Y,Z) is accurate. Before beginning field work, Consultant shall meet with the City Project Manager to discuss and select specific points for confirmation.

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

#### ***Task 2.5 Deliverables***

##### **Consultant shall provide:**

- One hard copy and one electronic copy of an Excel spreadsheet comparing coordinates and elevations of the existing survey versus the confirmation survey.
- One color hard copy plot, 11 x17 size, of the confirmed borehole locations and confirmed pipeline centerline superimposed on the aerial photo of the area.
- One disk containing all electronic files (point files, DTM, as applicable) of the confirmation points, fully importable and editable by AutoCAD Civil 3D 2011, or earlier.

#### **Task 2.6 Geotechnical Review**

Geotechnical Investigations conducted as part of the Barber – Kinsman project developed subsurface information for most, but not all of the proposed alignment of the pipeline. The previous geotechnical report identifies a 3' to 8' layer of compressible alluvium and/or organic silts and clays underlain by competent coarse grained flood deposits along profiles B-B' and D-D'. The report also recommends removal and replacement of this material where it will underlie the pipeline.

Consultant shall review the previous geotechnical report and the information developed in Task 2.5, and make a recommendation as to whether additional geotechnical investigations are warranted. The recommendation, justification for the recommendation, and the proposed scope of additional geotechnical investigations, if any, shall be documented in a letter memo. Given the current recommendation for removal and replacement of poor soils, the letter memo shall document the construction cost reduction or risk avoidance benefits that will potentially result from any additional investigations, compare these benefits to the expected cost of the investigation work, and provide a discussion of other construction strategies that could be employed to mitigate for the presumed lack of information. After review and discussion of the letter memo, if the City chooses to move forward with additional geotechnical investigations, these services will be negotiated as a change order to this Scope of Services.

#### ***Task 2.6 Deliverables***

##### **Consultant shall provide:**

- One hard copy original letter memo signed and stamped by a licensed geotechnical engineer registered in the State of Oregon.

#### **Task 2.7 Corrosion Protection**

Consultant shall review previous corrosion protection designs and technical memoranda prepared for previous projects and accumulated under Task 2.1, including current soils data and draft corrosion protection recommendations from the Barber – Kinsman work, and design an equivalent and compatible corrosion protection system for this project.

## **SCOPE OF SERVICES**

### **SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

As an initial task before proceeding with detailed design, Consultant shall provide a letter / memo containing a summary of existing corrosion protection criteria and cathodic protection installations on other pipeline segments, the recommended type of corrosion protection criteria / cathodic protection installation for this segment, and the need for additional field information in order to proceed with design tasks. After review and discussion of the letter memo, the City will provide direction concerning the scope of additional corrosion protection design services.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the corrosion protection system shall be accumulated under this Task 2.7 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

#### ***Task 2.7 Deliverables***

##### **Consultant shall provide:**

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon, documenting existing corrosion protection criteria and cathodic protection installations and providing recommendations for corrosion protection criteria and cathodic protection design features for this project.
- Complete design drawings, technical specifications, and material lists for the corrosion protection system.

#### **Task 2.8 Electrical Design, SCADA and Telemetry**

Consultant shall review previous designs and technical details for the electrical system, Supervisory Control and Data Acquisition (SCADA), and telemetry systems installed at existing City of Wilsonville PRV vaults /stations, and prepare design drawings and specification documents for equivalent systems to serve the new PRV station being installed on this project. Minimum required telemetry reporting points will include: upstream and downstream pressure, flow rate, and valve position. Minimum electrical requirements include interior vault lighting, confined space ventilation, and automatic sump pump. All meters, panels, and other devices needed to support the electrical and telemetry system shall be installed in an above grade weatherproof enclosure.

As an initial task and before proceeding with final design efforts, Consultant shall accumulate and review design information and prepare a letter memo to the City documenting any deficiencies or unique details that will need to be incorporated in the design.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the electrical/SCADA / telemetry systems shall be accumulated under this Task 2.8 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

#### ***Task 2.8 Deliverables***

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

**Consultant shall provide:**

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon documenting existing electrical / SCADA / telemetry system information and recommended electrical / SCADA / telemetry system design for this project.
- Complete design drawings, technical specifications, and material lists for the electrical system for the PRV vault, and for the SCADA / telemetry system connecting to the City-wide SCADA / telemetry system.

**Task 2.9 Design Calculations**

Consultant shall prepare a complete set of design calculations (pressure, flow, pipe stress, water hammer, dead and live loads, buoyancy (as needed), pressure reduction requirements for the PRV station, etc.) adequate to confirm the basic design parameters (size, wall thickness, flange selection, depth of bury, required soil bearing strength, etc.) of the preliminary design information provided by the City (see Task 2.2). As part of this task, Consultant shall review existing Hydraulic Modeling studies performed for the City by others, and provide an opinion as to the adequacy of the model runs for the current design. If additional Hydraulic Modeling is recommended, Consultant shall provide the required input parameters for the model run, and the desired output information to support the design effort. The City maintains an up-to-date INFOWATER™ hydraulic model and requires any additional hydraulic modeling to be performed with this software suite. If the consultant currently owns this software, the City may negotiate these additional modeling services as a change order to this Scope of Services. If the consultant does not have access to this particular software, the City will contract separately with another firm to perform the model runs.

**Task 2.9 Deliverables****Consultant shall provide:**

- One hard copy set of design calculations, signed and stamped by a licensed engineer registered in the State of Oregon.
- One hard copy letter memo addressing the adequacy of current hydraulic modeling, and providing recommendations as needed.

**Task 2.10 Draft Erosion Control, Wetland Mitigation, and Stormwater Management Plans**

Consultant shall prepare a draft grading plan, and draft erosion control and stormwater management plan, and coordinate these plans with the wetland mitigation drawings (prepared by others) based on the information collected in Task 2.1, and other information provided by the City. Specifically included in this task is the formal Stormwater Management Plan required under Clean Water Act criteria.

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

#### ***Task 2.10 Deliverables***

##### **Consultant shall provide:**

- Draft Grading Plan and details for inclusion in Task 2.10
- Draft Erosion Control and Stormwater Management Plan, as a separate document for submittal to regulatory agencies.
- Erosion Control and Stormwater Management drawings and details for inclusion in the drawing package required by Task 2.10.

#### **Task 2.11 75% Design Review Package**

Consultant shall prepare a “75%” design review package for distribution to the City. In preparing this package, Consultant shall perform all work necessary to package together the information accumulated and generated in Tasks 2.1 through 2.9, delete information (specifications, plan details, etc.) that is duplicative or not applicable to this project, modify and adjust the horizontal and vertical alignment of the pipeline to resolve all spatial interferences, add information deemed to be lacking from the package, and publish the package for review. The intent of this Task is to create a complete draft set of working documents, including plans, details, and specifications, from which the final (bid) set of documents will eventually result.

#### ***Task 2.11 Deliverables***

##### **Consultant shall provide:**

- Six hard copy sets of review materials, 11 x 17 drawing size, with specifications.
- One additional hard copy set of 24 x 36 drawings.
- One disk containing all review materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

### **TASK 3 – FINAL DESIGN SERVICES**

#### **Task 3.1 75% Design Review Meeting**

Consultant shall organize and facilitate a review meeting at City offices to receive comments and questions on the 75% Design Review Package issued under Task 2.10. This meeting is separate from and in addition to other project meetings listed under Task 1.2. For estimating purposes, this meeting shall be assumed to last 4 hours, and will require the services of an administrative assistant to document comments, in addition to meeting facilitation by the consultants Project Manager. Subsequent to and within one week of the review meeting, Consultant shall prepare and distribute a comment resolution worksheet to all those in attendance at the meeting, describing the comments made and the proposed technical or administrative resolution. Questions or disagreements concerning the proposed resolutions of comments will be resolved by the City Project Manager.

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

#### *Task 3.1 Deliverables*

**Consultant shall provide:**

- Electronic distribution of the meeting announcement.
- Electronic distribution of the comment resolution worksheet. (pdf is acceptable)

#### **Task 3.2 Draft Final Drawings and Specifications**

Consultant shall prepare a draft final drawing set, draft final Stormwater Management Plan, and draft final construction specifications package based on the review comments of Task 3.1. Technical review, modification, and/or editing of the draft final drawing set and specification package will occur under a separate task.

#### *Task 3.2 Deliverables*

**Consultant shall provide:**

- See Task 3.4

#### **Task 3.3 Draft Contract Documents**

Consultant shall prepare a draft Contract Documents package using the existing project documents accumulated under Task 2.1, and other criteria provided by the City Project Manager. Specific inclusions of the Contract Documents shall include sections for Bidding Requirements, Contract Forms, and Conditions of the Contract. Note that General Requirements and Special Provisions are considered part of the Technical Specifications and shall be included therein (see Task 3.2).

#### *Task 3.3 Deliverables*

**Consultant shall provide:**

- See Task 3.4.

#### **Task 3.4 Final Review and Edits**

Consultant shall prepare a draft final package for review containing all the documents identified in Tasks 3.2 and 3.3. This is the final review set before going to bid, and shall include all required figures, text, appendices, construction drawings, drawing details, and standard details representing a complete bid set. Consultant shall distribute final review sets, receive comments, and make final edits.

#### *Task 3.4 Deliverables*

## SCOPE OF SERVICES

### SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

**Consultant shall provide:**

- Six hard copy sets of final review materials, 11 x 17 drawing size.
- One hard copy final set of all documents, 11 x 17 drawing size, with original wet seal stamp and signature. Electronic seal and signature is not acceptable.
- One hard copy final set of 24 x 36 drawings, with original wet seal and signature. Electronic seal and signature is not acceptable.
- One disk containing all final materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

**Task 3.5 Final Easement Legal Descriptions and Exhibits**

Consultant shall prepare up to six legal descriptions and corresponding exhibits for required permanent and construction easements for the project. All work shall be performed by a licensed surveyor.

***Task 3.5 Deliverables***

**Consultant shall provide:**

- 1 Electronic and 3 hard copy, stamped and signed, of each recordable easement exhibit.

**Task 3.6 Bid Addenda Support**

Consultant shall be available to answer questions concerning the drawings and specifications during the bid phase of the project, and shall provide written answers to written questions submitted by bidders within 48 hours of receipt. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant. Note: The City will publish all advertisements, prepare and formally issue all bid addenda, provide all official communication between bidders and the City, and open and verify bids.

***Task 3.6 Deliverables***

**Consultant shall provide:**

- Electronic delivery (pdf is acceptable) of written response to bidder or City questions.

#### **TASK 4 – CONSTRUCTION PHASE SERVICES**

**Task 4.1 On-Call Field Services**

Consultant shall be available to perform on-site field investigations and answer questions concerning the drawings and specifications during the construction phase of the project, on an as needed basis. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

**SCOPE OF SERVICES  
SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

END OF SCOPE OF SERVICES

## Estimated Segment 3B Total Costs

					Sherwood Share	
<b>Part 1 - Actual Costs incurred through 8/31/11</b>					footnote 4	
a	Prelim. Eng. (Barber-Kinsman accrual) <sup>1</sup>	actual	\$ 54,534.00	46.18%	\$ 25,183.80	
b	COW Overhead thru 8/31	actual	\$ 18,306.00	46.18%	\$ 8,453.71	
c	Wilsonville Accounting Overhead (2% of line a)		\$ 1,091.00	46.18%	\$ 503.82	
<b>Part 1 - TOTAL</b>			<b>\$ 73,931.00</b>		<b>\$ 34,141.34</b>	
<b>Part 2 - Estimated remaining Total Project Costs through project completion</b>						
d	Final Eng. (WEI contract) <sup>2</sup>	est.	\$ 214,530.00	46.18%	\$ 99,069.95	
e	Permitting (PHS Contract)	actual	\$ 25,681.00	46.18%	\$ 11,859.49	
f	Easements	est.	\$ 280,000.00	46.18%	\$ 129,304.00	
g	Appraisals, legal, etc. for easements	est.	\$ 25,000.00	46.18%	\$ 11,545.00	
h	Wetland Mitigation (2.79 ac @ \$20K/ac)	est.	\$ 55,800.00	46.18%	\$ 25,768.44	
i	Construction <sup>3</sup>	est.	\$ 2,950,900.00	46.18%	\$ 1,362,725.62	
j	Subtotal lines d-i		\$ 3,551,911.00		\$ 1,640,272.50	
k	Post 8/31/11 Wilsonville Overhead at 14% of line i		\$ 413,126.00	46.18%	\$ 190,781.59	
<b>Part 2 - Remaining Total Project Costs</b>			<b>\$ 3,965,037.00</b>		<b>\$ 1,831,054.09</b>	
<b>GRAND TOTAL - Total Project Costs</b>			<b>\$ 4,038,968.00</b>		<b>\$ 1,865,195.42</b>	

1 - Accrual against direct (contracted) costs only, excludes contingencies and overhead

2 - Includes survey and legal descriptions for easements

3 - From Barber Kinsman Final DAP estimate

4 - Sherwood % from construction cost calculation applied to all other categories

## **CITY COUNCIL MEETING STAFF REPORT AND REQUEST FOR ACTION**

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### **Segment 3B Water Transmission Pipeline Final Design Services (Project #1055)**

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Meeting Date: January 19, 2012  
Report Date: January 06, 2011  
Source of Item: Community Development/Engineering

Contact: Eric Mende  
Contact Telephone Number: 570-1538  
Contact E-Mail: mende@ci.wilsonville.or.us

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#### **ISSUE STATEMENT**

Council Action is needed, by Resolution, to authorize the Interim City Engineer to execute a Professional Services Agreement (PSA) with Westech Engineering Inc. for professional services associated with final design of Segment 3B of the 48" diameter Water Transmission pipeline. The proposed contract value is \$214,530. Resolution 2343, the Professional Services Agreement, Scope of Services, and Cost Proposal are attached.

#### **BACKGROUND**

In 2002, the City of Wilsonville completed construction of the Willamette River Water Treatment Plant (WRWTP). The plant was jointly financed by the City of Wilsonville and the Tualatin Valley Water District (TVWD), with the Master Agreement between the City and TVWD specifying an initial production capacity of 15 Million Gallons per Day (MGD). Of this initial 15 MGD production capacity, 10 MGD was allocated to Wilsonville, with 5 MGD allocated to TVWD. TVWD subsequently sold their initial 5 MGD production right to the City of Sherwood.

Beginning in 2007, various intergovernmental agreements were negotiated between the cities of Wilsonville and Sherwood for construction of a jointly owned 48" diameter Water Transmission Pipeline from the intersection of Wilsonville Road and Kinsman Road to a jointly owned vault located at Tooze Road and Westfall Road. Sherwood also constructed a wholly owned transmission line from the vault to their Snyder Park Reservoir.

Five major Segments were identified for the Wilsonville portion of the Transmission Pipeline, of which this Segment 3B is the last remaining unconstructed segment. With the recent completion of the vault, and with an Interim Water Supply Agreement in place (Resolution 2317 – passed 9/7/2011), the City of Sherwood is now able to receive up to 2.5 MGD through Wilsonville's distribution system. However, completion of Segment 3B of the 48" Transmission Pipeline is needed for Sherwood to fully realize their entire 5 MGD rights.

Both Cities desire to see this final leg of the pipeline completed in an expeditious manner. To that end, the project is being expedited to the extent feasible. General design criteria, alignment, and Preliminary Engineering for the Project were completed to the 30% level in mid-2011 under the larger Barber – Kinsman Project. This was done primarily to coordinate the water line alignment with a future Kinsman Road alignment, and to document the cumulative environmental impacts of both the road and the water line. Having completed these coordination tasks, final design and permitting for the pipeline is now being moved forward as an independent project. Environmental permitting (Joint Permit Application) has also been expedited using a separate Services Agreement that was executed in October. The Permit Application is ready for submittal.

## **Procurement/Solicitation Process**

The procurement effort for this Services Agreement followed a Qualifications Based Selection (QBS) process consistent with City purchasing procedures and State of Oregon Public Contracting Rules. Statements of Qualifications (SOQs) were solicited in September 2011 via inclusion of the project on the City's web site, as well as direct publication in the Daily Journal of Construction (DJC). Only three firms responded, all of whom were considered Responsive and Qualified. Each SOQ was reviewed independently by a panel consisting of Wilsonville City Engineer Mike Stone, Wilsonville Deputy City Engineer (and Project Manager) Eric Mende, and City of Sherwood Public Works Director Craig Sheldon. A consensus decision was reached to select Westech Engineering to perform the work, assuming an acceptable Scope and Cost could be negotiated.

A Request for Proposals (RFP) was issued to Westech in early October, with the initial cost proposal due back on October 24, 2011. Negotiations and scope and cost revisions occurred in November and December 2011. The City negotiations team included the same evaluators as for the SOQs (Stone, Mende, Sheldon). All parties are in agreement that the final negotiated Not To Exceed contract price of \$214,530 fairly represents the value of the Scope of Services to be performed.

## **RELATED POLICIES/BUDGET CONSIDERATIONS**

Ownership of, and financial responsibility for the completed pipeline, will essentially be 50/50. The project (and this contract) will be directly managed by City of Wilsonville staff, but the majority of initial funding for the project (including this contract) is being provided by the City of Sherwood. Sherwood staff rightfully expects a significant amount of input and oversight, and will be intimately involved in the project from beginning to end. These financial and administrative arrangements are more fully detailed in an Intergovernmental Agreement, also before the Council this evening, under Resolution 2342.

The currently approved 2011/2012 design budget for this project is \$290,000, of which \$25,681 is encumbered by the permitting subcontract and \$32,379 is encumbered for Preliminary Engineering, leaving an available budget for this contract of \$231,940. The proposed contract is within budget.

The proposed Professional Services Agreement is structured as a *Not To Exceed* (NTE) contract, with NTE values assigned to both the Major Tasks and to the contract as a whole. Assigning Task level NTE values forces both the consultant and the city project manager to track project costs more closely with the specific intent of managing and controlling scope creep and associated cost overruns. Under this structure, the city Project Manager maintains the flexibility to move funds between Tasks if warranted by minor scope changes of individual subtasks, however, the Contract level Not To Exceed value remains fixed.

## **COUNCIL OPTIONS**

1. Approve Resolution 2343 authorizing the City Engineer to execute a Professional Services Agreement with Westech Engineering Inc, for a Not To Exceed amount of \$214,530.
2. If council desires changes to the proposed cost and/or scope of work, or requires additional information - this Agenda Item should be continued to a subsequent meeting.
3. Reject the selected consultant and begin the design services solicitation process over again.

## **STAFF'S RECOMMENDATION**

1. Approve Resolution 2343 authorizing the Interim City Engineer to execute a Professional Services Agreement with Westech Engineering Inc., for a Not To Exceed amount of \$214,530.

## **SUGGESTED MOTION**

*Honorable Mayor, I move we approve Resolution 2343 as presented.*

## **ATTACHMENTS**

- A. Resolution 2343
- B. Professional Services Agreement with Scope and Cost attachments

**RESOLUTION NO. 2343**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTECH ENGINEERING INC. TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR PREPARATION OF FINAL DESIGN DOCUMENTS FOR THE SEGMENT 3B WATER TRANSMISSION PIPELINE PROJECT**

WHEREAS, the adopted City FY 2011-12 Budget includes funding for the preparation of Final Design documents for the Segment 3B Water Transmission Pipeline Project; and

WHEREAS, the City conducted a Qualifications Based Selection (QBS) process to solicit and procure the required professional engineering services, consistent with City purchasing procedures and State of Oregon Public Contracting Rules; and

WHEREAS, Westech Engineering Inc. was selected to perform the requested professional services, and

WHEREAS, after negotiating the scope of services and associated fees for the requested professional services, staff has determined that the Not To Exceed contract value of Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530) as proposed by Westech Engineering Inc. for the project is fair and reasonable and within the amounts budgeted by City Council for the project;

WHEREAS, Section 2.312 of the City Code states, "The Council is hereby designated as a Local Contract Review Board and, relative to contract concerns for the City, shall have all the powers granted to the State Public Contract Review Board."

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

1. The City Council serving in the role of Local Contract Review Board adopts the above recitals as findings and incorporates them by reference as if fully set forth herein.
2. The City Council serving in its role as Local Contract Review Board does hereby approve and authorize the City Engineer to execute a Professional Services Agreement, consistent with City of Wilsonville purchasing procedures, for

completion of Segment 3B Water Transmission Pipeline Design Services, in the Not To Exceed amount of Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530) between the City of Wilsonville and Westech Engineering Inc, a copy of which is attached hereto and incorporated herein.

3. This resolution shall be effective upon adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 19<sup>th</sup> day of January, 2012 and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Councilor Starr  
Councilor Núñez  
Councilor Goddard  
Councilor Hurst

Attachment: City of Wilsonville Professional Services Agreement w/ Scope & Cost proposal exhibits

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
SEGMENT 3B WATER TRANSMISSION PIPELINE FINAL DESIGN**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and Westech Engineering Inc., (hereinafter referred to as "Consultant").

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

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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete 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

**B. Consultant's Services**

- B.1 The scope of Consultant's services and standards of performance under this Agreement are set forth in Exhibit A (Scope of Services, dated 12/13/2011). All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- 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 or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- B.4 The existence of this Agreement between City and Consultant shall not be construed as

City's promise or assurance that Consultant will be retained for future services unrelated to this project.

- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### C. City's Responsibilities

- C.1 The scope of City's responsibilities including those of its Project Manager, are set forth in the Request for Proposal letter and Scope of Services dated September 08, 2011, which is incorporated into this Agreement as if more fully set forth herein. City shall provide a Project Manager to facilitate day-to-day communication between Consultant and City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff and support to the project.
- C.2 City certifies that sufficient funds are available and authorized for expenditure to finance Compensation amounts found in Section D of this Agreement.

### D. Compensation

- D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than **Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530)** for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on a time and materials, Not To Exceed basis, consistent with Exhibit B – Consultants signed and certified Cost Proposal, attached hereto and incorporated herein, and based on the hourly rates shown on Exhibit C, Negotiated Billing Rates, which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services a statement itemized by subtask as listed in Exhibit B, showing the amount of hours devoted to the project by each employee of the Consultant as well as any agents or employees of Consultant and any direct expenses.
- D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Rate Schedule, Exhibit C, in accordance with the provisions below:
- a. Compensation for individual subtasks (e.g., subtask 1. 2) may be exceeded at the discretion and approval of the City Project Manager, so long as the total compensation amount remains within the amount shown in Section D.1 above.
  - b. Compensation above the amount shown in Section D.1 above requires a written change order in compliance with the provisions of Section R - Modification, herein.
- D.3 Unless expressly set forth on Consultants Rate Schedule - Exhibit C as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit C and itemized on Consultant's bills for services shall be the basis for which

payment of those expenses by City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall 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, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate per their Rate Schedule, Exhibit C, 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.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant to proceed with such work.

**E. City's Project Manager**

City's Project Manager is **Eric Mende**, Deputy City Engineer. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

Consultant's Project Manager is **Peter Blumanthal**. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**G. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, 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 newspaper, magazines or television and radio stations, shall be made without the authorization of 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 City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of 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 City's rights.

**I. Consultant is Independent Contractor**

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that specialized consulting services may be performed by persons or firms other than Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services, and Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City. For all work performed under subcontract to the Consultant, as approved by the City under this paragraph, Consultant shall only charge compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subconsultants, and Consultant markups of subconsultant billings will only be recognized by the City as set forth in Exhibit C, unless documented and approved in writing by modification to Consultants Rate Schedule per Section R of this Agreement. In all cases, processing and payment of billings from subconsultants is solely the responsibility of the Consultant.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the 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 the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 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 indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.

- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, 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 the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of 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 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 City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.1. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.

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

J.2.1 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be considered as a limitation or waiver by 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 or this Agreement.

J.2.2 Insurance Requirements. Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. 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 the 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 contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
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 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 the Company 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 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. Said insurance shall name City as an additional insured and shall require notice be provided to City in accordance with policy provisions in the event of cancellation.

d. Workers' Compensation Insurance

The Consultant and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers 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 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 the 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 an unacceptable financial rating.

f. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effected 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

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: 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 endorsement.

- J.2.3 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

**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 City for any reason 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 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

- K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, 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, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

- K.3 If City terminates the Agreement for its own convenience, 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 City under this Agreement.

- K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

**L. Suspension of Work**

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 the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant. Should the City suspend, delay or interrupt the work and the suspension is not within the Consultant's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

**M. Subconsultants and Assignments**

M.1 Unless expressly authorized in Exhibit A or Paragraph 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 City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of 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 City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants 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**

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 City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

**O. Work is Property of City**

A. Originals or Certified copies of the original 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 shall be the exclusive property of City and shall be delivered to 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 City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes

made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

**P. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement 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.

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 which 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.

**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 which 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**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed Compensation value of section D of this Agreement, or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract 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 which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs

for which it has agreed to pay.

## **S. Other Conditions**

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

## **T. Integration**

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City 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**

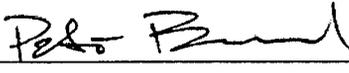
Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

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 19<sup>th</sup> day of January, 2012.

CONSULTANT:

Westech Engineering Inc  
(Name of Firm)

By 

(Printed Name) Peter Blumenthal

Title: Project Manager

Mailing Address:

3841 Fairview Industrial Drive, Suite 100  
Salem, Oregon, 97302

Employer I.D. No. 93-0576448

CITY OF WILSONVILLE

By \_\_\_\_\_  
Steve R. Adams  
Interim City Engineer

Attest:  
\_\_\_\_\_  
Sandra C. King  
City Recorder

Mailing Address:

29799 SW Town Center Loop East  
Wilsonville, OR 97070

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**ATTACHMENTS**

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
COST PROPOSAL SPREADSHEET**

**EXHIBIT C  
NEGOTIATED BILLING RATE SCHEDULE**

## **SCOPE OF SERVICES**

### **SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

#### **INTRODUCTION AND PROJECT BACKGROUND**

In 2002, the City of Wilsonville completed construction of the Willamette River Water Treatment Plant (WRWTP). This Plant was constructed with a long term capacity, and with the specific intent to provide treated water to multiple water providers on a regional basis. The plant is jointly owned by the City of Wilsonville and the Tualatin Valley Water District (TVWD). TVWD in turn sold a portion of their rights to the City of Sherwood.

To provide a physical water transmission system to the City of Sherwood, various intergovernmental agreements were negotiated between the cities of Wilsonville and Sherwood to construct a 48" diameter Water Transmission Pipeline from the intersection of Wilsonville Road and Kinsman Road, to a delivery point located at the corner of Tooze Road and Westfall Road. Five Segments were identified for the Transmission Pipeline construction, of which this Segment 3b is the last remaining unconstructed segment.

Most of the design criteria for the project have been resolved during the design of previous phases. Pipeline diameter (48'), material type (steel), corrosion protection requirements, and the start and end point of the pipeline are all known. A final alignment has been selected, and preliminary design and environmental documentation have been completed under an ongoing multi task contract known as the Barber – Kinsman Project, which involves coordination of this project with 2 road projects, 1 other water line project, and a sewer line project. This project, specifically, is designed to parallel and underlie the eastern sidewalk of the Kinsman Road extension project.

For various reasons, the City has chosen to split and remove the Segment 3 Transmission Pipeline project from the other work, and intends to expedite design, permitting, and construction of the pipeline project as a separate and distinct project. Based on the work performed to date, the pipeline alignment will pass through wetland and natural areas containing compressible soils, and subject to Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) permitting requirements. Permits from these agencies are being pursued under a separate contract and are not part of this Scope of Services.

This Scope of Services covers final design services, construction document preparation, and related services. Environmental permitting support services are on a different timeline and are being solicited by the City separately.

#### **TASK 1 - PROJECT MANAGEMENT AND COORDINATION**

Consultant shall manage work performed by Consultant's staff, coordinate with the City's permitting subcontractor and Kinsman Road design consultant, organize and facilitate progress meetings, provide quality assurance in the form of peer review on all deliverables submitted to the City, and coordinate information sharing and resolution of technical details between this project and the Kinsman Road design. Consultant shall prepare monthly progress reports and progress billings in a format approved by the City.

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### Task 1.1 General Project Management

This task includes all costs and labor to schedule and coordinate other work tasks, prepare and revise schedules, maintain communication and coordination with the City and other subconsultants, prepare invoices and progress reports, maintain project files, and manage the project budget.

Consultant's Project Manager (PM) shall be the primary point of contact, and is responsible for communicating with the City regarding the status of work being performed and to discuss issues or concerns that may impact the Project.

### Task 1.1 Deliverables

#### **Consultant shall:**

- Prepare and distribute a preliminary Project Schedule, and revise and distribute said schedule monthly.
- Prepare and submit to the City monthly progress reports and billing invoices including a breakdown of labor hours and expenses, to be submitted by the 20th of each month.
- Project files must be delivered within thirty (30) calendar days of request by City.

### Task 1.2 Meetings

This task includes all costs and labor for Consultant to organize, schedule, and attend meetings with the City, Agencies, and/or other subconsultants, prepare meeting agendas and take and distribute meeting notes. For estimating purposes, it is assumed up to 12 meetings will be required, with all meetings lasting up to 2 hours and all meetings held at City of Wilsonville offices. This Task also covers Consultants' presence at a 3 hour public open house or City Council meeting, if needed. Any Exhibits required for an open house or Council meeting shall be prepared and billed under work tasks listed under TASK 2.

### Task 1.2 Deliverables

#### **Consultant shall:**

- Prepare and distribute meeting agendas at least 48 hours prior to meetings.
  - Prepare and distribute meeting summaries within 7 calendar days after the meeting.
- Agendas and meeting summaries shall be distributed electronically in Word or pdf format.

### Task 1.3 Coordination with Barber – Kinsman Project

This task recognizes that the preliminary engineering, selected pipeline alignment, and general scope of environmental documentation for this project were originally prepared as part of a larger joint project known as the Barber-Kinsman Project. Under the Barber-Kinsman Project, the pipeline alignment and technical details for this now separate water transmission pipeline

# **SCOPE OF SERVICES**

## **SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

project were coordinated with the alignment of the Kinsman Road extension. The Barber-Kinsman Project remains an active project, and certain tasks performed under that project, or to be performed under that project, such as surveying, geotechnical investigation, and Right of Way determination require coordination and sharing of information between the two projects. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the Barber – Kinsman Project. For estimating purposes, the scope of effort is assumed to include 60 hours of mixed labor on the part of the Consultant.

### ***Task 1.3 Deliverables***

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

### **Task 1.4 Permit Coordination**

This task recognizes that environmental (e.g., wetland) permits from the Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) for this project are being prepared and submitted by a separate consultant working directly for the City, but that clearing, erosion control, and required mitigation efforts will be performed as part of the construction effort for this project, and must therefore be incorporated into the construction bid package. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the permitting consultant.

For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

### ***Task 1.4 Deliverables***

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

## **TASK 2 – 75% DESIGN SERVICES**

Under this Task, Consultant shall prepare pre-final designs, construction drawings, specifications, and other necessary documents, advancing the project design status from the approximately 30% current design level without details and specifications, to an approximately 75% level, with details and specifications. Included under Task 2 are preparation of the necessary drawings, specifications and plans for clearing and grading, erosion control, stormwater management, and wetland mitigation. This Task does not include Final Design services, Bid Phase services or Construction Phase services which are detailed in Tasks 3 & 4.

In the performance of this Task, it is the express desire of the City not to “reinvent the wheel”. Preliminary Engineering (e.g., 30% design) was completed under the Barber – Kinsman project,

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

including alignment, and preliminary Plan and Profile. Significant design information, specifications, and design detail drawings are also available from previous design and construction packages for other segments of the pipeline, including Segment 2, Segment 3a, Segment 4, Segment 5a; and the Tooze Vault project (which includes Segment 5b). Consultant is expected to re-use this existing design and construction detail information to the maximum extent possible to minimize design, drafting, and specification/bid package preparation costs.

### Task 2.1 Existing Document Collection & Review

The City will provide electronic and hard copies (CAD files, Word documents, etc.) of the current preliminary plan and profile information, and the complete design and specification packages for the previously completed projects referenced above. Consultant shall organize and review these documents, and determine the extent to which this previous information can be incorporated into the design package for this project. For each design package component (see Table 1 for example) Consultant shall identify one of three levels of applicability:

- a) Directly applicable – no changes needed
- b) Applicable with minor (text or drafting) edits
- c) Not applicable, or major (text or drafting) edits required

For any design package component determined to be in level c) above, Consultant shall provide a written explanation as to why it was not applicable, or the extent of major edits required. Note: For a design feature / component where different source documents have different levels of applicability, a written explanation is only needed when none of source documents are considered “directly applicable”.

**TABLE 1**

**(note: this is only an example and is NOT meant to reflect a complete listing)**

Design Feature / Component	Source Document	Directly Applicable (a)	Partially Applicable (b)	Not Applicable (c)
General / Special Conditions	Segment 2			X
	Segment 3a		X	
	Segment 4	X		
	Segment 5a	X		
Trench / Backfill Specs	Segment 4	X		
Pipe Material Specs	Segment 2, 3a, 4		X	
	Corrosion Protection Details	Segment 2		X
		Segment 3a		X
Valve Selection	Segment 4	X		
	Segment 2			X
	Segment 3a	X		
	Segment 4	X		

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Pipe Tiedowns	Segment 4		X	
PRV Station Design	Segment 3a		X	
PRV Vault Design	Segment 3a			X
Erosion Control Plan	Segment 2			X
	Segment 3a			X
	Segment 4		X	

### ***Task 2.1 Deliverables***

#### **Consultant shall provide:**

- A summary table of the design features / components and degree of applicability similar to Table 1.
- A written memorandum providing explanations of features / components deemed Not Applicable.

### **Task 2.2 Draft Plan and Profile**

Consultant shall prepare draft plan and profile drawings, using the existing Preliminary Engineering plan and profile drawings prepared under the Barber – Kinsman project (Final Design Acceptance Package drawing sets 5A through 10A). Electronic (CAD) files shall be provided by the City. Drawing scale shall be 1" = 40' for plotting on 11 x17 sheet size. Consultant shall create new to-scale CAD layers, also at 1" = 40', but designed for plotting on 24" x 36" sheets (i.e., using fewer sheets). For both sets, layers not applicable to the water line construction (e.g., wetlands, sanitary and storm sewer, road centerline, etc.) shall be "turned off" for clarity, but shall not be deleted. Stationing of the water line shall be revised such that the start of waterline construction at the southern connection to the existing line is at Station 0+00, and an accurate reference distance shall be provided to the 0+00 point of the Barber – Kinsman profile.

### ***Task 2.2 Deliverables***

#### **Consultant shall provide:**

- One hard copy set of 11 x 17 draft plan and profile drawings.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

### **Task 2.3 Draft Specifications**

Consultant shall prepare a draft construction specifications package using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing specifications that are either, a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

specification package. Technical review, modification, and/or editing of the draft specification package will occur under a separate task.

### ***Task 2.3 Deliverables***

**Consultant shall provide:**

- One hard copy of the Draft Specification Package.
- One disk containing a fully editable electronic copy of the Draft Specification Package in Microsoft Word format. PDF format is unacceptable.

### **Task 2.4 Draft Details**

Consultant shall prepare draft detail drawings (piping details, section views, material schedules, etc.) using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing details that are either a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the details. The Draft Detail set shall specifically include the Pressure Reducing Valve (PRV) Station and PRV Vault. Technical review, modification, and/or editing of the draft details will occur under a separate task.

### ***Task 2.4 Deliverables***

**Consultant shall provide:**

- One set of 11 x 17 hard copy Detail Sheets.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

### **Task 2.5 Survey Confirmation**

Consultant shall obtain the ground survey DTM point file, pipeline centerline coordinate file, and other available coordinate files developed as part of the Barber – Kinsman project, and perform additional field surveying to confirm the accuracy of existing ground elevations and feature coordinates within the Project Area. For the purposes of this task, the Project Area is defined as 30' south of the southern connection to existing, 30' north of the northern connection to existing, and 20' either side of the proposed centerline alignment. Specific features requiring X-Y coordinate confirmation include the starting and ending connections to the existing pipelines, proposed pipeline centerline at approximately 300 foot spacing (7 shots), the centerline of the eastern branch of Coffee Lake Creek, the centerline of the existing 15" sewer, and the location of geotechnical boreholes B-7, B-8, B-10, B-12, B-14, B-15, and B-16. At this stage of design, the intent of this task is not to perform a full re-survey of the project area, but to select a representative subset of ground shots and verify whether previous survey information (X,Y,Z) is accurate. Before beginning field work, Consultant shall meet with the City Project Manager to discuss and select specific points for confirmation.

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### *Task 2.5 Deliverables*

#### **Consultant shall provide:**

- One hard copy and one electronic copy of an Excel spreadsheet comparing coordinates and elevations of the existing survey versus the confirmation survey.
- One color hard copy plot, 11 x17 size, of the confirmed borehole locations and confirmed pipeline centerline superimposed on the aerial photo of the area.
- One disk containing all electronic files (point files, DTM, as applicable) of the confirmation points, fully importable and editable by AutoCAD Civil 3D 2011, or earlier.

### **Task 2.6 Geotechnical Review**

Geotechnical Investigations conducted as part of the Barber – Kinsman project developed subsurface information for most, but not all of the proposed alignment of the pipeline. The previous geotechnical report identifies a 3' to 8' layer of compressible alluvium and/or organic silts and clays underlain by competent coarse grained flood deposits along profiles B-B' and D-D'. The report also recommends removal and replacement of this material where it will underlie the pipeline.

Consultant shall review the previous geotechnical report and the information developed in Task 2.5, and make a recommendation as to whether additional geotechnical investigations are warranted. The recommendation, justification for the recommendation, and the proposed scope of additional geotechnical investigations, if any, shall be documented in a letter memo. Given the current recommendation for removal and replacement of poor soils, the letter memo shall document the construction cost reduction or risk avoidance benefits that will potentially result from any additional investigations, compare these benefits to the expected cost of the investigation work, and provide a discussion of other construction strategies that could be employed to mitigate for the presumed lack of information. After review and discussion of the letter memo, if the City chooses to move forward with additional geotechnical investigations, these services will be negotiated as a change order to this Scope of Services.

### *Task 2.6 Deliverables*

#### **Consultant shall provide:**

- One hard copy original letter memo signed and stamped by a licensed geotechnical engineer registered in the State of Oregon.

### **Task 2.7 Corrosion Protection**

Consultant shall review previous corrosion protection designs and technical memoranda prepared for previous projects and accumulated under Task 2.1, including current soils data and draft corrosion protection recommendations from the Barber – Kinsman work, and design an equivalent and compatible corrosion protection system for this project.

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

As an initial task before proceeding with detailed design, Consultant shall provide a letter / memo containing a summary of existing corrosion protection criteria and cathodic protection installations on other pipeline segments, the recommended type of corrosion protection criteria / cathodic protection installation for this segment, and the need for additional field information in order to proceed with design tasks. After review and discussion of the letter memo, the City will provide direction concerning the scope of additional corrosion protection design services.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the corrosion protection system shall be accumulated under this Task 2.7 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

### ***Task 2.7 Deliverables***

#### **Consultant shall provide:**

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon, documenting existing corrosion protection criteria and cathodic protection installations and providing recommendations for corrosion protection criteria and cathodic protection design features for this project.
- Complete design drawings, technical specifications, and material lists for the corrosion protection system.

### **Task 2.8 Electrical Design, SCADA and Telemetry**

Consultant shall review previous designs and technical details for the electrical system, Supervisory Control and Data Acquisition (SCADA), and telemetry systems installed at existing City of Wilsonville PRV vaults /stations, and prepare design drawings and specification documents for equivalent systems to serve the new PRV station being installed on this project. Minimum required telemetry reporting points will include: upstream and downstream pressure, flow rate, and valve position. Minimum electrical requirements include interior vault lighting, confined space ventilation, and automatic sump pump. All meters, panels, and other devices needed to support the electrical and telemetry system shall be installed in an above grade weatherproof enclosure.

As an initial task and before proceeding with final design efforts, Consultant shall accumulate and review design information and prepare a letter memo to the City documenting any deficiencies or unique details that will need to be incorporated in the design.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the electrical/SCADA / telemetry systems shall be accumulated under this Task 2.8 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

### ***Task 2.8 Deliverables***

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### Consultant shall provide:

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon documenting existing electrical / SCADA / telemetry system information and recommended electrical / SCADA / telemetry system design for this project.
- Complete design drawings, technical specifications, and material lists for the electrical system for the PRV vault, and for the SCADA / telemetry system connecting to the City-wide SCADA / telemetry system.

### Task 2.9 Design Calculations

Consultant shall prepare a complete set of design calculations (pressure, flow, pipe stress, water hammer, dead and live loads, buoyancy (as needed), pressure reduction requirements for the PRV station, etc.) adequate to confirm the basic design parameters (size, wall thickness, flange selection, depth of bury, required soil bearing strength, etc.) of the preliminary design information provided by the City (see Task 2.2). As part of this task, Consultant shall review existing Hydraulic Modeling studies performed for the City by others, and provide an opinion as to the adequacy of the model runs for the current design. If additional Hydraulic Modeling is recommended, Consultant shall provide the required input parameters for the model run, and the desired output information to support the design effort. The City maintains an up-to-date INFOWATER™ hydraulic model and requires any additional hydraulic modeling to be performed with this software suite. If the consultant currently owns this software, the City may negotiate these additional modeling services as a change order to this Scope of Services. If the consultant does not have access to this particular software, the City will contract separately with another firm to perform the model runs.

### Task 2.9 Deliverables

### Consultant shall provide:

- One hard copy set of design calculations, signed and stamped by a licensed engineer registered in the State of Oregon.
- One hard copy letter memo addressing the adequacy of current hydraulic modeling, and providing recommendations as needed.

### Task 2.10 Draft Erosion Control, Wetland Mitigation, and Stormwater Management Plans

Consultant shall prepare a draft grading plan, and draft erosion control and stormwater management plan, and coordinate these plans with the wetland mitigation drawings (prepared by others) based on the information collected in Task 2.1, and other information provided by the City. Specifically included in this task is the formal Stormwater Management Plan required under Clean Water Act criteria.

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### *Task 2.10 Deliverables*

#### **Consultant shall provide:**

- Draft Grading Plan and details for inclusion in Task 2.10
- Draft Erosion Control and Stormwater Management Plan, as a separate document for submittal to regulatory agencies.
- Erosion Control and Stormwater Management drawings and details for inclusion in the drawing package required by Task 2.10.

### **Task 2.11 75% Design Review Package**

Consultant shall prepare a “75%” design review package for distribution to the City. In preparing this package, Consultant shall perform all work necessary to package together the information accumulated and generated in Tasks 2.1 through 2.9, delete information (specifications, plan details, etc.) that is duplicative or not applicable to this project, modify and adjust the horizontal and vertical alignment of the pipeline to resolve all spatial interferences, add information deemed to be lacking from the package, and publish the package for review. The intent of this Task is to create a complete draft set of working documents, including plans, details, and specifications, from which the final (bid) set of documents will eventually result.

### *Task 2.11 Deliverables*

#### **Consultant shall provide:**

- Six hard copy sets of review materials, 11 x 17 drawing size, with specifications.
- One additional hard copy set of 24 x 36 drawings.
- One disk containing all review materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

## **TASK 3 – FINAL DESIGN SERVICES**

### **Task 3.1 75% Design Review Meeting**

Consultant shall organize and facilitate a review meeting at City offices to receive comments and questions on the 75% Design Review Package issued under Task 2.10. This meeting is separate from and in addition to other project meetings listed under Task 1.2. For estimating purposes, this meeting shall be assumed to last 4 hours, and will require the services of an administrative assistant to document comments, in addition to meeting facilitation by the consultants Project Manager. Subsequent to and within one week of the review meeting, Consultant shall prepare and distribute a comment resolution worksheet to all those in attendance at the meeting, describing the comments made and the proposed technical or administrative resolution. Questions or disagreements concerning the proposed resolutions of comments will be resolved by the City Project Manager.

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### *Task 3.1 Deliverables*

**Consultant shall provide:**

- Electronic distribution of the meeting announcement.
- Electronic distribution of the comment resolution worksheet. (pdf is acceptable)

### **Task 3.2 Draft Final Drawings and Specifications**

Consultant shall prepare a draft final drawing set, draft final Stormwater Management Plan, and draft final construction specifications package based on the review comments of Task 3.1. Technical review, modification, and/or editing of the draft final drawing set and specification package will occur under a separate task.

### *Task 3.2 Deliverables*

**Consultant shall provide:**

- See Task 3.4

### **Task 3.3 Draft Contract Documents**

Consultant shall prepare a draft Contract Documents package using the existing project documents accumulated under Task 2.1, and other criteria provided by the City Project Manager. Specific inclusions of the Contract Documents shall include sections for Bidding Requirements, Contract Forms, and Conditions of the Contract. Note that General Requirements and Special Provisions are considered part of the Technical Specifications and shall be included therein (see Task 3.2).

### *Task 3.3 Deliverables*

**Consultant shall provide:**

- See Task 3.4.

### **Task 3.4 Final Review and Edits**

Consultant shall prepare a draft final package for review containing all the documents identified in Tasks 3.2 and 3.3. This is the final review set before going to bid, and shall include all required figures, text, appendices, construction drawings, drawing details, and standard details representing a complete bid set. Consultant shall distribute final review sets, receive comments, and make final edits.

### *Task 3.4 Deliverables*

# SCOPE OF SERVICES

## SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

### Consultant shall provide:

- Six hard copy sets of final review materials, 11 x 17 drawing size.
- One hard copy final set of all documents, 11 x 17 drawing size, with original wet seal stamp and signature. Electronic seal and signature is not acceptable.
- One hard copy final set of 24 x 36 drawings, with original wet seal and signature. Electronic seal and signature is not acceptable.
- One disk containing all final materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

### **Task 3.5 Final Easement Legal Descriptions and Exhibits**

Consultant shall prepare up to six legal descriptions and corresponding exhibits for required permanent and construction easements for the project. All work shall be performed by a licensed surveyor.

### ***Task 3.5 Deliverables***

### Consultant shall provide:

- 1 Electronic and 3 hard copy, stamped and signed, of each recordable easement exhibit.

### **Task 3.6 Bid Addenda Support**

Consultant shall be available to answer questions concerning the drawings and specifications during the bid phase of the project, and shall provide written answers to written questions submitted by bidders within 48 hours of receipt. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant. Note: The City will publish all advertisements, prepare and formally issue all bid addenda, provide all official communication between bidders and the City, and open and verify bids.

### ***Task 3.6 Deliverables***

### Consultant shall provide:

- Electronic delivery (pdf is acceptable) of written response to bidder or City questions.

## **TASK 4 – CONSTRUCTION PHASE SERVICES**

### **Task 4.1 On-Call Field Services**

Consultant shall be available to perform on-site field investigations and answer questions concerning the drawings and specifications during the construction phase of the project, on an as needed basis. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

**SCOPE OF SERVICES**  
**SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN**

END OF SCOPE OF SERVICES

# COST PROPOSAL

The following spreadsheet documents our allocation of labor and direct costs for the execution of this project. The spreadsheet has been prepared in accordance with the directions of the RFP and the included example.

The following notes and comments accompany the sub-task line items of the cost proposal and are designed to clarify or explain consultant efforts allocated to the various tasks of this project.

## **TASK 1: Project Management And Coordination**

### 1.1 General Project Management — No notes

### 1.2 Meetings

- The effort for this task is based on the stipulated effort of twelve 2 hour meetings at the City of Wilsonville and an additional 3-hour public open house or council meeting.
- We have allotted additional hours for both Peter Blumanthal and Steve Ward to attend three of the meetings as well as the open house/council meeting.

### 1.3 Coordination with Barber-Kinsman Project

- The effort for this task is based on the stipulated effort of 60 hours of mixed labor.

### 1.4 Permit Coordination

- The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

## **TASK 2: 75% Design Services**

### 2.1 Existing Document Collection and Review

- This line item includes an allotment for the preparation of exhibits required for the stipulated Open House or Council Meeting.

### 2.2 Draft Plan and Profile — No notes

### 2.3 Draft Specifications — No notes

### 2.4 Draft Details — No notes

### 2.5 Survey Confirmation

- The budget for this task assumes that horizontal control from the previous survey work still exists in the general region of the proposed work.

### 2.6 Geotechnical Review — No notes

### 2.7 Corrosion Protection

- This line item assumes that the CP system for segment 3b will operate independently of all other pipeline segments.

### 2.8 Electrical Design SCADA and Telemetry. This task includes the following amenities:

- An interior lighting system for the new vault.
- A ventilation fan to evacuate the confined space prior to entry.
- A sump pump to discharge any condensation accumulated inside the vault to an above grade location not more than 100 feet from the vault.

- The design of electrical devices to capture the following events:
  - Upstream pressure
  - Downstream pressure
  - Flow rate
  - Valve position
  - Entry into the vault (single hatch switch)
- Very little about the City's SCADA system is understood at this time. The I/O for the above devices will be routed to a terminal strip in the above-grade electrical panel. The connection and integration of these I/O to the City's SCADA system will be performed by others.
- An above-grade stainless steel weatherproof electrical panel to house a new electrical meter. The cabinet will be sized to accommodate telemetry equipment to be designed and installed by others.

### 2.9 Design Calculations

- The cost assigned to this task assumes that all hydraulic surge modeling is complete. Additional required scenarios identified by the design team will be evaluated by others.

### 2.10 Draft Erosion Control, Wetland Mitigation and Stormwater Management Plans — No notes

### 2.11 75% Design Review Package

- The effort for this task includes an allotment for structural engineering support to validate the structural calculations provided by the precast vault manufacturer.
- The effort also includes an allotment for electrical engineering support for the pressure reducing valve vault and other incidental telemetry elements of this project as described in the cover letter dated 11/28/11.

## **TASK 3: Final Design Services**

### 3.1 75% Design Review Meeting

- The effort for this task is based on the stipulated effort of 4 hours for the consultant's PM and administrative assistant. We have added an additional two hours to this to cover the completion of a summary report.

### 3.2 Draft Final Drawings and Specifications — No notes

### 3.3 Draft Contract Documents — No notes

### 3.4 Final Review and Edits — No notes

### 3.5 Final Easement Legal Descriptions

- The effort for this task is based on the effort to calculate easement delineations, provide any additional survey to establish sufficient monuments for legal descriptions, and to prepare legal descriptions.

### 3.6 Bid Addenda Support

- The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

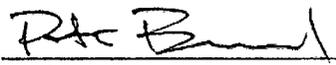
## **TASK 4: Final Design Services**

### 4.1 On-Call Field Services

- The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

Westech Engineering						Ash Creek Associates		Wilson Surveying	BMGP Engineers	Norton (NCL)			Landi
Project Mgr Rate: \$122 /hr	Principal Engr Rate: \$122 /hr	Steve Ward Rate: \$138 /hr	Staff Engineer Rate: \$114 /hr	Drafting Rate: \$82 /hr	Admin Rate: \$58 /hr	Principal Engr Rate: \$160 /hr	Admin Rate: \$60 /hr	PLS Rate: \$110 /hr	Structural Engr. Rate: \$123 /hr	Sr. Engineer Rate: \$156 /hr	CAD/Drafting Rate: \$80 /hr	Admin Rate: \$63 /hr	Electrica Rate
Hours	Hours	Hours		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
132		9											
27		20		5		10							
5	20	20											
	30	10											
164	50	39		5		10							
	36		36		16								
	24												
	32												
	20												
6	4			3		9	2	25					
	16									100	12	8	
	48												
	230	32	32	75	90				12				
6	410	32	143	93	16	9	2	25	12	100	12	8	
	6				4								
	20												
	20												
	175	32	10	80									
	2							35					
	35				5								
	258	32	10	80	9			35					
	28	12				8							
	28	12				8							
170	746	115	153	178	25	27	2	60	12	100	12	8	
--	--	--	--	--	--	\$432	\$12	\$660	\$148	\$1,560	\$96	\$50	\$
\$ 20,740	\$ 91,012	\$ 15,870	\$ 17,442	\$ 14,596	\$ 1,450	\$ 4,752	\$ 132	\$ 7,260	\$ 1,624	\$ 17,160	\$ 1,056	\$ 554	\$

es hereby represent and certify the above project cost estimate as a true and accurate reflection of our proposed Not To Exceed cost to provide professional contract (#1055), as detailed in the Request For Proposal issued by the City of Wilsonville, dated 10/13/11 as amended by the final revised Scope of Services

  
 \_\_\_\_\_  
 Signature

ive note that appears on the following comment page, indexed by task number.

**RATE SCHEDULE**

The table below lists the hourly billing rates for the job classifications that have been identified in the Cost Proposal of Section 3.

Sections 1 and 2 of this proposal identify several instances where the services of specialty subconsultants may be required. Potential examples of this are the structural and electrical/telemetry components of the pressure reducing valve vault as well as corrosion control and cathodic protection evaluations. In cases where the use of additional subconsultant labor is approved by the City we propose to bill their time as a direct cost based on their currently established billing rates and an agreed upon scope of work. Westech will bill all supplemental subconsultant work as "cost plus 10%".

In compliance with the 'no-rise' requirement of the RFP, we certify that these rates will remain in effect for the duration of this project. The Westech rates as shown are fully burdened and are inclusive of profit.

**Westech Engineering Hourly Billing Rates**

Effective October 2011

Engineer X	Steve Ward, PE	QA/QC	\$138.00/hr
Engineer IX	--	--	\$130.00/hr
Engineer VIII	Peter Blumanthal, PE	PM/ Principal Engr.	\$122.00/hr
Engineer VII	Joshua Wells	Staff Engineer	\$114.00/hr
Engineer VI	--	--	\$108.00/hr
Engineer V	--	--	\$100.00/hr
Engineer IV	--	--	\$92.00/hr
Engineer III	--	--	\$86.00/hr
Engineer II	--	--	\$80.00/hr
Designer III	Todd Tallen	Designer/Drafting	\$82.00/hr
Designer II	--	--	\$76.00/hr
Designer I	--	--	\$70.00/hr
Secretary	Linda Abel	Admin. Assistant	\$58.00/hr

**Westech Reimbursable Expenses:**

Outside Services, Cost Plus 10%

Mileage \$0.60 per mile

Blueprints \$2.50/sheet

Mylars \$10.00/sheet

Photocopies \$0.15/page

## EXHIBIT C

### Ash Creek Hourly Billing Rates (Geotechnical Services)

Stuart Albright, PE	Sr. Geotechnical Engineer	\$160.00/hr
Administrative Staff	Administrative/Secretarial Assistance	\$60.00/hr

### Norton Corrosion Limited (Corrosion Control and Cathodic Protection)

Dale Doughty, PE	Sr. Corrosion Engineer	\$156.00/hr
Staff Assignment	CAD/Drafting Support	\$80.00/hr
Staff Assignment	Administrative/Secretarial Support	\$63.00/hr

### Landis Consulting (Electrical Design, SCADA and Telemetry)

Jeff VanElverdinghe	Sr. Electrical Engineer	\$113.00/hr
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### BMGP Engineers Inc. (Structural Engineers)

Bill Pease, PE, SE	Sr. Structural Engineer	\$123.00/hr
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### Wilson Surveying Inc.

Greg Wilson, PLS		\$110.00/hr
Survey Technician		\$90.00/hr
2-Man Survey Crew		\$130.00/hr
Draftsperson		\$65.00/hr

**CITY COUNCIL  
STAFF REPORT**

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**SMART Ops/Fleet Facility Phase II Building & Site Improvements Bid**

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Meeting Date: January 19<sup>th</sup>, 2012                      Contact: Kristin Retherford, Urban Renewal Manager  
 Report Date: January 5<sup>th</sup>, 2012                      Contact Telephone Number: 503-570-1539  
 Source of Item: Community Development              Contact E-Mail: retherford@ci.wilsonville.or.us

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**ISSUE STATEMENT**

A Resolution of the Wilsonville City Council acting as the Contract Review Board, approving bid process, accepting the lowest bidder and awarding a construction contract to \_\_\_\_\_.

**BACKGROUND**

Phase I of this project, which consisted of earthwork improvements, was awarded in September of 2011 for \$164,150 and completed in November 2011. The engineering cost estimate for this phase of work was \$354,444.

In early December of 2011, an Invitation to Bid on Phase II improvements consisting of building and site improvements for the a SMART Ops/Fleet Maintenance Facility on Boberg Road, was advertised in The Daily Journal of Commerce, The Observer, The Skanner, and the \_\_\_\_\_. A mandatory pre-bid meeting was held on December 21, 2011 with thirty firms in attendance.

On January 12<sup>th</sup>, 2012 Staff received \_\_\_\_\_ bids. There were \_\_\_\_\_ qualified responders to this Invitation to Bid and the bid received from \_\_\_\_\_ in the amount of \_\_\_\_\_ was the lowest responsive bid. The mid-range bid was \_\_\_\_\_ and the highest bid was \_\_\_\_\_.

This project is included in the FY 2011/12 budget as Project No. 8083. Construction will span two fiscal years with Phase II construction beginning February 2012 and final completion scheduled for November 2012. Funds will need to be re-allocated in the upcoming 2012/13 budget to cover expenses in the upcoming fiscal year, but not to exceed the construction budget of \$4,885,000 and total project budget of \$6.9 million set by Council in 2011. The funding sources for project are as follows:

\$2,000,000	Connect Oregon grant
\$1,500,000	Fleet building sale (cash in hand)
\$ 470,000	SMART building sale (cash pending)
\$ 300,000	ARRA grant for design
\$1,000,000	SMART cash reserves
\$ 400,000	Fleet cash reserves
<u>\$1,300,000</u>	General Fund loan
\$6,970,000	

**RECOMMENDATION**

Staff recommends City Council adopt Resolution No. \_\_\_\_ approving the bid process, accepting the lowest responsible bid, and awarding a construction contract to \_\_\_\_\_ in the amount of \_\_\_\_\_ to construct Phase II Building and Site Improvements needed for the SMART Ops/Fleet Maintenance Facility as described in the bid packet and authorizing a contingency budget of 15% of the contract amount equaling \$\_\_\_\_\_ and an additional \_\_\_\_\_ for special inspections and testing, permits, fees, and system development charges outside of the general construction contract.

**SUGGESTED MOTION**

Move to adopt Resolution No. \_\_\_\_ approving the bid process, accepting the lowest responsible bid, awarding the contract to \_\_\_\_\_, the lowest responsible bidder, for \_\_\_\_\_ plus a 15% contingency.

**ATTACHMENT:**

Draft resolution awarding bid.

**RESOLUTION NO. \_\_\_\_\_**

**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 \_\_\_\_\_, THE LOWEST RESPONSIBLE BIDDER; AND VERIFYING FUND AVAILABILITY FOR THE PROJECT COMMONLY REFERRED TO AS SMART OPS/FLEET MAINTENANCE FACILITY PHASE II BUILDING AND SITE IMPROVEMENTS.**

WHEREAS, in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the Wilsonville City Council serves as the city's Contract Review Board; and

WHEREAS, the SMART Ops/Fleet Maintenance Phase II Building and Site Improvements Project was duly advertised for pre-qualification and competitive bids in the Daily Journal of Commerce on December 15 and 19, 2011, in the Portland Skanner on December 14, 2009, the Asian Reporter on December 19, 2011 and the Portland Observer on December 21, 2011; and

WHEREAS, the bid advertisement and invitation to bid included a Request for Qualifications and established a qualification process under which prospective bidders must be qualified in order to be considered a responsive bidder; and

WHEREAS, \_\_\_\_\_ sealed bids were received prior to 1 p.m. local time, January 12, 2012, at the City Hall, 29799 SW Town Center Loop East, Wilsonville, OR, 97070; and

WHEREAS, all \_\_\_\_\_ of these bids were from qualified, responsive bidders as defined under the Request for Qualifications; and

WHEREAS, the \_\_\_\_\_ responsive bids were then opened individually, and separately read aloud at 3:30 p.m., local time, January 12, 2012. The Summary of Bids is marked Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, \_\_\_\_\_ submitted the lowest responsible bid; and

WHEREAS, the \_\_\_\_\_ bid of \_\_\_\_\_ for building and site improvements and \_\_\_\_\_ for a fuel station bid alternate was \_\_\_\_\_ than the project cost estimate of \_\_\_\_\_; and

WHEREAS, the City desires to execute a Construction Contract Agreement in a timely manner; and

WHEREAS, the City's FY11-12 budget includes a \$4,100,000 appropriation for the SMART Ops/Fleet Maintenance Facility Project, which is Project #8083 in the budget.

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

1. The City Council acting as the Local Contract Review Board finds and concludes:
  - a. The recital of findings above is incorporated by reference herein.
  - b. The bid of \_\_\_\_\_ is deemed responsive. \_\_\_\_\_ is the lowest responsible bidder and is qualified for the work.
2. Subject to the final review and approval of the Project Manager and in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the City Council acting as the Contract Review Board hereby awards the contract for construction to \_\_\_\_\_ in the amount of \_\_\_\_\_ and authorizes expenditure of an additional 15% of the contract award \_\_\_\_\_ as project contingency and \_\_\_\_\_ for necessary fees including permitting and special inspections testing.
3. Subject to final completion of all improvements specified in the contract documents and any supplementary changes, the Project Manager is authorized to certify the required improvements complete and make final payment including release of retainage.
4. The Project Manager is authorized to approve change orders to this contract as required provided, however, that the total cost does not exceed the approved budget for this project.
5. The City Council hereby authorizes the expenditures for this contract not to exceed the total FY11-12 budget amount:

<u>Account</u>	<u>Amount</u>
260.950.45030.8083	\$4,100,000

6. This Resolution becomes effective upon adoption.

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

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Tim Knapp, Mayor

ATTEST:

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SANDRA C. KING, City Recorder

SUMMARY of Votes:

- Mayor Knapp \_\_\_\_\_
- Council President Nunez \_\_\_\_\_
- Councilor Hurst \_\_\_\_\_
- Councilor Goddard \_\_\_\_\_
- Councilor Starr \_\_\_\_\_

King, Sandy

---

**From:** Cosgrove, Bryan  
**Sent:** Friday, January 13, 2012 4:37 PM  
**To:** Retherford, Kristin  
**Subject:** RE: Fleet facility project

Kristin,

Thanks!

503.570.1504 (work)  
[cosgrove@ci.wilsonville.or.us](mailto:cosgrove@ci.wilsonville.or.us)  
29799 SW Town Center Loop  
Wilsonville, Oregon 97070

**DISCLOSURE NOTICE:** Messages to and from this E-mail address may be subject to the Oregon Public Records Law.

If you tell the truth you don't have to remember anything. ~Mark Twain

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**From:** Retherford, Kristin  
**Sent:** Friday, January 13, 2012 1:55 PM  
**To:** Cosgrove, Bryan  
**Cc:** Lashbrook, Stephan  
**Subject:** Fleet facility project

Bryan, below is information for our Council members regarding the fleet facility bid.

Bids for the SMART Ops/Fleet Facility were opened on January 12<sup>th</sup>. The City received ten very competitive bids for this project with the lowest bid submitted by Robert Gray Partners, Inc. at a lump sum base bid of \$3,459,800. This bid amount is \$1,441,000 less than the construction cost estimate of \$4,900,000. The second lowest bid was \$3,570,000 and the highest bid was highest bid received was \$3,935,809.

The base bid amount includes the fueling system, which was included as a deductive alternate.

The HVAC control system was bid as an additive bid alternate, with bids requested on five potential systems in order to select the most cost effective and efficient system. The Robert Gray Inc.'s bid alternates for this system range from a low of \$68,000 to a high of \$84,900, resulting in a total bid price no less than \$3,527,800 and no more than \$3,544,700 depending on which control system is selected. Staff is now in the process of reviewing the control system bids with the mechanical engineers and our Public Works department to select the best option.

The bid amount excludes a number of project costs that are being handled as separate payments or contracts which staff is still working on procuring. These primarily include:

- Permit fees
- System Development Charges
- Security/Access Control
- Low voltage wiring/data networking
- Special inspections and testing
- Construction management/owner's rep
- Furnishings

Equipment  
Move costs

Please be assured that staff continues to keep cost and efficiency in mind in procuring these additional services. As a number of these items will be procured or contracted over the next several months, there are no dollar amounts to share at this time.

Kristin Retherford  
Urban Renewal Manager  
City of Wilsonville  
503-570-1539  
[retherford@ci.wilsonville.or.us](mailto:retherford@ci.wilsonville.or.us)

**ORDINANCE NO. 701**

**AN ORDINANCE REPEALING WILSONVILLE CODE CHAPTER 5, SECTIONS 5.530 TO 5.550 AND CHAPTER 6, SECTIONS 6.100 TO 6.175 AND ADOPTING NEW SECTIONS 6.100 TO 6.175 RELATING TO THE USE OF PUBLIC LANDS, PARKS, AND FACILITIES FOR HOSTING LARGE SPECIAL EVENTS AND THE USE OF PUBLIC STREETS, RIGHTS-OF-WAY, SIDEWALKS AND BIKEWAYS FOR HOSTING SPECIAL EVENTS THAT WILL SUBSTANTIALLY IMPEDE THE FLOW OF VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC.**

WHEREAS, the City recognizes the intrinsic value of public events, large and small, that bring people from the community together for celebration, recreation, exercise, debate, and enjoyment of public spaces; and

WHEREAS, certain large events conducted within the City annually have contributed to the economic development, tourism, and quality of life experienced in Wilsonville; and

WHEREAS, the City currently has in place a reasonable and equitable reservation system for use of certain park areas, public structures, and building rooms and provides for permitting of some special event use of City streets, sidewalks, and bikeways; and

WHEREAS, certain of the City's public parks can accommodate large assemblages, hereinafter referred to as Large Special Events, of two hundred and fifty (250) or more persons; and

WHEREAS, the City finds from its experience that these large events are likely to create additional needs and impacts upon City services, resources, and public property and upon adjacent and nearby streets, sidewalks, and bikeways, as well as on the traveling public and neighboring properties beyond those generally associated with smaller assemblages; and

WHEREAS, the City finds from experience that there are requests for special events, that require the special use of public streets and rights-of-way, sidewalks, and bikeways for assemblages such as parades, marches, block parties, foot and bicycle races, and spontaneous responses to current events which could be accommodated by a reasonable and uniform permitting system; and

WHEREAS, the City of Wilsonville recognizes and supports the public's right of assembly and free speech and to utilize public facilities and rights-of way for such purposes; and

WHEREAS, the City has an important and compelling governmental interest in protecting property, public safety, health, and welfare and controlling use of streets and other public facilities and venues; and

WHEREAS, the City also has an important and compelling interest in regulating the needs and impacts of Large Special Events and in maintaining public property and facilities in an attractive and intact condition for the general public's use and enjoyment; and

WHEREAS, the City also has an important and compelling interest in obtaining notice of Large Special Events to ensure additional safety and other services that may be necessary due to the nature of the event and/or its size are provided; and

WHEREAS, the City desires to establish reasonable and uniform regulations governing the permitting and manner of operation of Large Special Events and the Special Use of public streets, sidewalks, rights-of-way, and bikeways; and

WHEREAS, establishing these regulations will not only protect public property but will also protect surrounding businesses, neighbors, residents, the traveling public, and those with mobility handicaps from potentially adverse primary and secondary effects; and

WHEREAS, the City finds it is reasonable and necessary to provide a permit system for Large Special Events and Special Use of public property, streets, rights-of-way, sidewalks, and bikeways and to charge a reasonable fee to recover costs of administering such a permit; and

WHEREAS, the City recognizes the importance of providing public services for any Special Events at a minimal cost to the public and will endeavor to communicate effectively with event organizers to streamline the process and to accommodate a reasonable level of service in support of such events, provided that such services do not place an unreasonable burden on the fiscal wellbeing of the city.

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

1. Chapter 5, Sections 5.530 to 5.550 are repealed. A new Special Use of Street and Sidewalks Permit will be added to Chapter 6 to govern the use of streets, sidewalks, rights-of-way and bikeways for Special Events to replace these repealed sections.
2. Chapter 6, Sections 6.100 to 6.175 are repealed. New Sections 6.100 to 6.175 are adopted to govern the use of streets, sidewalks, rights-of-way and bikeways as well as assemblages of two hundred and fifty (250) or more persons. Sections 6.100 to 6.175 will read as follows:

## **SPECIAL EVENTS**

### **6.100 Purpose.**

- (1) Reasonable and Uniform Regulation. The City recognizes the inherent value in special events that bring the public together and enhance the standard of living within the community. In order to better facilitate these events, it is the purpose of this section to streamline the process through establishing clear, understandable, reasonable and uniform regulations governing the permitting of assemblages, hereinafter referred to as Special Events, within the City on City streets, sidewalks, and other public facilities and venues in a manner which will protect the rights of surrounding businesses, neighborhoods, residents, and the traveling public while providing those who desire to conduct or patronize Special Events the opportunity to do so.

- (2) Rights to Speech and Assembly. This Section seeks to accommodate public rights of speech and assembly consistent with the governmental interest in protecting property, public safety, health, and welfare, by establishing procedures, terms, and conditions for conducting Special Events. This Section seeks to impose reasonable time, place, and manner controls in an appropriate and limited manner upon events and facility use for which permits are required. This section shall be administered in a manner that seeks to allow for expression, assembly, and exercise of religious rights in accordance with applicable constitutional and statutory limits and controls. It shall be administered in a manner that recognizes that the community values the various and diverse types and sizes of events as enhancing the quality of life of the community.

### **6.105 Definitions.**

- (1) "Bikeway" or "Bike lane" means any place or way set aside or open to the general public for purposes of bicycle traffic, including, but not limited to, paved and unpaved paths, trails, and medians.
- (2) "City" means the City of Wilsonville in Oregon.
- (3) "Permit" means permission from the City for conducting a Special Event pursuant to this Section.
- (4) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.
- (5) "Sidewalk" means any area or way set aside or open to the general public for purposes of pedestrian traffic, whether paved or not, and including, but not limited to, when combined with a bikeway.
- (6) "Sign" and all variations and subcategories of the word "sign" have the meanings established in Wilsonville Code Chapter 4.
- (7) "Special Event" means any celebration, gathering, assembly of persons, meeting, program, or similar occasion which may include but not necessarily be limited to entertainment, dancing, music, dramatic productions, parades, exhibitions, sports competitions, sale of merchandise or food, or any combination thereof.
- (8) "Spontaneous Reaction to Fast-Breaking Events" means a public reaction to a documented publicly known occurrence within the previous 72 hours—such as assembling to mourn a death of a president or to rally over the national 9/11 tragedy—for which applying for and enforcing a permit would be impractical.
- (9) "Street" means any place or way set aside or open to the general public for purposes of vehicular or bicycle traffic, including any berm or shoulder, parkway, right-of-way, bicycle lane, or median strip thereof.

## **6.110 Special Use of Streets, Sidewalks, Rights-of-way, and Bikeways Permit**

(1) Special Use of Streets and Sidewalks Permit. No person shall organize or participate in a special event which may unreasonably disrupt or interfere with vehicular, bicycle, or pedestrian traffic without obtaining a Special Use of Streets and Sidewalks Permit. A Large Special Events Permit will also be needed if the event is likely to draw two hundred and fifty (250) or more people. (See Wilsonville Code 6.115.)

(2) Exceptions.

(a) Funeral Processions. Funeral processions are exempt from Special Use of Streets and Sidewalks Permit requirements.

(b) Advertising Vehicles. Advertising vehicles operating under other provisions of the Wilsonville Code are exempt from the Special Use of Streets and Sidewalks Permit requirements.

(c) Spontaneous Reactions to Fast-Breaking Events. The City recognizes that from time to time there is a need for persons to spontaneously assemble, walk, and march to react to an event within the previous 72 hours—such as mourning the death of a President or to reacting to an event such as the 9/11 tragedy. In such documented and publicly known events, applying for a permit would not be practical and enforcement would also be impractical and therefore is not required. Nevertheless, under the circumstances, the following are reasonable conditions to be imposed.

(i) Method of Assembly. If the event consists of people and the participants assembling, marching, and/or walking, they should do so in groups of fifty (50) or fewer, two (2) abreast (to create space between groups) and give way to others they encounter on the public way and obey all traffic regulations, obey all park regulations, and do not obstruct traffic flow.

(ii) Notification to the City. Reasonable attempts should be made to contact the City so that it may be informed of the event's occurrence and direct City resources as appropriate.

(iii) Notification to Participants. It is the responsibility of the event organizer to inform all event participants of the above conditions so that vehicular, bicycle, and pedestrian traffic are not impeded. If the above conditions are not followed and traffic flow is impeded, the City will take appropriate action, up to and including ending the event.

(c) Events That Will Not Disrupt Vehicular, Bicycle, or Pedestrian Traffic. Use of streets or sidewalks that will not block, stop, or impede traffic flow do not need a Special Use of Streets and Sidewalks permit. An event will not need a permit so long as:

- (i) The event is conducted entirely on sidewalks or other pedestrian rights-of-way and does not spill over into City Streets in a way that would be a hindrance to vehicle traffic or would constitute a safety risk for attendees;
- (ii) The event is not situated in such a way so as to block through-travel of pedestrians and/or bicycles and a path large enough to accommodate handicapped pedestrian travelers can quickly be cleared; and
- (iii) Event organizers comply with all requests from City personnel and law enforcement to modify the configuration of the event so as to create a minimum disturbance to vehicular, bicycle, and pedestrian traffic.
- (iv) The event does not last more than 72 hours.

### **6.115 Large Special Events Permit**

- (1) Large Special Events. Except for assemblies to walk or march under the provisions of 6.110(2)(c), no person may engage in or conduct any event, entertainment, amusement, or assembly or use any public facility for purposes other than governmental operations of the City if the event is likely to draw two hundred and fifty (250) or more persons or involves complex organization and coordination from multiple City agencies such as the fire department, the sheriff's office, state police, public works, etc., unless that person has a current and valid permit issued in accordance with this section.

### **6.120 Permit Applications for Special Use of Streets and Sidewalks and Large Special Events.**

- (1) Application Timeline.

- (a) Large Special Events. Whenever reasonable, written application for Large Special Events permits, which may also need to be accompanied by a Special Use of Streets and Sidewalks permit application, shall be made to the City ninety calendar (90) days prior to the date upon which such event is scheduled to be held. The City will make every attempt to quickly accommodate Special Events held in response to fast-breaking events, for which ninety (90) days notice is impossible or otherwise impracticable. Written notice of approval or disapproval of said application shall be given the applicant no later than fifteen calendar (15) days after the application has been filed.
- (b) Events that Only Require Special Use of Streets and Sidewalks Permits. Small scale events that only require a Special Use of Streets and Sidewalks Permit but do not require a Large Special Events permit should be made to the City thirty (30) calendar days prior to the date the event is scheduled to be held. Written notice of approval or disapproval of the application will be given to the applicant no later than (7) calendar days after the application has been filed.

(2) Expedited or Extended Application Review.

- (a) Expedited Review. Upon request of an applicant, the City may agree to an expedited application review when the applicant demonstrates that compliance with the standard review process (1) is not required due size, to location, duration, or other appropriate factors indicating that public safety, health, welfare, fiscal wellbeing, and convenience would not be affected by expedited review or (2) would substantially burden protected rights, including speech and assembly, as to matters of public concern and the expedited review process would allow reasonable review to address substantial matters of public safety, health, welfare, fiscal wellbeing, and convenience
- (b) Long-Standing Community Events. The City recognizes that there are certain special events held on a recurring basis that have become important features of community life in Wilsonville. Organizers of these events have demonstrated a history of responsible event management and a commitment to work with the City to ensure that City resources are used efficiently. Events designated by the City Council as Long-Standing Community Events shall be entitled to an expedited review process so long as the nature of the event remains substantially similar. This dispensation shall not be based on the content of the event, but is solely a recognition of the cooperative relationship event organizers have developed with the City and the known history of the services required. The designation of long standing community events may be designated by the City Manager who will review the list of long-standing community events on an annual basis and revise it as needed to reflect the City's goal of promoting community and diversity.
- (b) Extended Review. Upon determination that the size, location, duration, or other appropriate factors that affect public safety, health, welfare, fiscal wellbeing, and convenience require more intensive review of an application, the City, after notice to the applicant, may extend the standard review time, of fifteen calendar (15) days, by a period not to exceed 7 calendar days.
- (3) Requirements for Permit Approval. Permits shall not be denied providing the conditions enumerated in Section 6.125 are met by the applicant and the permit fee as required by Section 6.130 is paid. Decisions to issue, deny, or conditionally approve permits shall not be based on the content of a message associated with the event absent a compelling governmental interest. Notwithstanding that general standard, protections otherwise applicable to speech and assembly are limited and may not extend to speech or assembly that is intended to or has the result of causing public alarm, disruption of peaceful assemblies or government processes, falsehood, or other forms of expression that are not protected under the laws or constitution of Oregon or the United States.
- (4) Non-Discrimination. The City shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this Section based upon political, religious, ethnic, race, disability, sexual orientation, or gender-related grounds or other criteria that would be considered a violation of state or federal law.

- (5) Application Forms. The City shall create and provide application forms for Special Use of Streets and Sidewalks and Large Special Events permits. The application shall request information designed to allow the City to act on the application in an informed manner to determine if the application meets the requirements of this Section, and to allow the City to determine what requirements, if any, should be imposed as a condition of issuance of the permit. The City may amend any application form in whole or in part on such notice as is deemed appropriate under the circumstances, provided that an amendment shall not apply to an application made prior to the City's formal notice of any proposed amendment to the application form.

#### **6.125 Permit Conditions for Special Use of Streets and Sidewalks and Large Special Events.**

- (1) Permits Non-Transferable. All Special Use of Streets and Sidewalks and Large Special Event Permits are issued in the applicant's name as an individual, or a representative or agent of a company, organization, or other entity for a specific purpose, at a particular location, and for a specific date(s) and time(s). Such permit cannot be assigned, sold, lent, leased, or otherwise transferred even though the name of the applicant, or name of the company, organization, or other entity represented by the applicant may change.
- (2) Facility Use Agreement. The City of Wilsonville reserves the right to cancel or change facility use agreements when deemed necessary by the City. Failure to comply with park or facility use policies will be grounds for cancelling the park or facility use agreement and denying future applications. Additional limits may apply subject to the nature of the event activity.
- (3) Location. No permit for Special Use of Streets and Sidewalks or Large Special Events shall be granted unless said event is to be held in those areas of the City zoned or otherwise designated for parks and recreation. If the event is to be held on private property and there is a substantial risk that spill-over effects of the event will burden City resources beyond their day-to-day levels, written consent to the use of the property for such purpose together with evidence of ownership of the property and an accompanying description of the property to be used for the proposed event must accompany a permit application.
- (4) Special Events Checklist. Permits for Special use of Streets and Sidewalks and Large Special Events shall require provision of adequate coverage, when applicable, of the items indicated on the Special Events Checklist provided by the City, which shall include, but not be limited to the following:
- (a) Location Description. A description of all public property that will be used in the hosting and conducting of an event must accompany all application materials. If the event will be conducted on private property and it is likely that the event will have spill-over effects, due to its size, that tax City resources beyond their ordinary and normal scope, a description of the private property is required as well.

- (b) Route. If a part or whole of the event will involve the use of public streets, bikeways, rights-of-way, and/or sidewalks, a Route map for the event must be attached.
- (c) State Highways. Events utilizing areas around ramps to state highways must apply for and coordinate closures with the state of Oregon.
- (d) Time Restrictions. Permits are issued with a set start and end time. These will not be changed without permission of the City. Resumption of normal traffic in these areas will occur at the end time specified on the event permit.
- (e) Other Permits. Event organizers are responsible for ensuring all applicable permits are in place prior to the event and paying the appropriate fees.
- (f) Sanitary Facilities. Event organizers are responsible for the provision of adequate sanitary facilities relative to the number of projected attendees. OAR 333-039-0005 provides the guidelines for the number and locations of toilets, to be that 1 out of 6 must meet ADA regulations, and no less than 1 toilet meeting ADA regulations will be provided at any mass gathering.
- (g) Waste Removal. Event organizers are responsible for waste removal from public property and rights-of-way included within or immediately adjacent to the event location. Adequate waste receptacles shall be placed throughout the event area to prevent littering. Recyclable container receptacles shall be provided as part of the waste management plan. Waste disposal containers provided must be adequate to contain the waste generated by the event. Additional waste containers must be provided by event organizers when event activities will generate waste beyond the capacity of the waste receptacles provided for normal capacity of the rented shelter or facility.
- (h) Vendors. All vendors wishing to carry on business during a Special Event must have a current valid Business License issued by the City of Wilsonville in compliance with Wilsonville Code 7.300 et seq. All vendors must clearly display their business license at their vendor site.
- (i) Food Safety. Event organizers are responsible for the sanitary service of all concessions. All vendors serving food or garden produce for human consumption from any cart, wagon, or motor vehicle must have the proper means for preparing, keeping, and serving the food as determined by the Clackamas or Washington County Health Department as appropriate. Events serving food must register with the Clackamas or Washington County Health Department, as appropriate, and follow all rules and responsibilities for safe handling. All vendors serving food must clearly display their license from the Health Department at their vendor site.
- (j) Fire Protection Plan. If the event will involve the use of tents or awnings, no permit shall be granted hereunder unless the applicants have shown that Tualatin Valley Fire

and Rescue has approved fire protection devices and equipment available for and at the location of the assembly.

- (k) Public Safety. Event Organizers are responsible for the behavior and safety of their guests, including safe access and egress to and from the event. A security plan must be prepared for Special Events over the capacity of the facility, park, or shelter housing the event. A Safety Plan must also be prepared for events that will use streets, bikeways, rights-of-way, and sidewalks.
- (l) Parking Facilities. Event Organizers are responsible for ensuring that there will be adequate parking available for the anticipated number of event participants. Adequate ingress and egress shall be provided to or from such parking area to facilitate the movement of any vehicle at any time to or from the parking area. If the parking available at the event location is inadequate for the event, a plan for a shuttle service or off-site parking must be included.
- (m) Special Equipment. Additional special equipment (dunk tanks, inflatables, stages, etc.) must be placed in locations that are safe for the attendees and do not damage park or facility grounds. Amplified music must be modified to a level that does not disturb other park or facility users or nearby residents. All special equipment that will be used must be listed on the Large Special Events Permit Application.
- (n) Use of Alcohol. Alcohol is not permitted in public parks or facilities except in designated areas and by special request. A copy of the required documentation and license(s) issued by the Oregon Liquor Control Commission must accompany the Large Special Events Permit Application. Failure to provide this documentation will result in the City's refusal to allow alcohol to be served at the Event. All events serving alcohol are required to insure the event as outlined below in subsection (o).
- (o) Insurance and Indemnity. Event organizers must agree to hold the City, its agents, officials, and employees harmless from and against all damages, including reasonable attorney's fees, to persons or property, all expenses and other liability that may result from permitted activities. Moreover, event organizers must maintain public liability and property damage insurance that protects the event organizers, and any independent contractors or third party vendors as well as the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property and personal injury, including death, arising due to the permitted activities. The insurance shall provide coverage in amounts sufficient to meet the minimum tort claim liability insurance requirements as established by the Oregon Legislature.

### **6.130 Permit Fees for Special Use of Streets and Sidewalks and Large Special Events.**

- (1) Fees. Such fees which are reasonable to compensate the City for costs directly associated with the event shall be paid at the time of application for the Special Use of Streets and Sidewalks or Large Special Events Permit. The City Manager is responsible for adopting a

progressive fee schedule that reflects the size and nature of the event and the nature of the burden allowing the event to occur on City property places on City resources.

- (2) Fee Waivers. Long-Standing Community Events, as described in 6.120(2)(b) and to which the City contributes grants or sponsorship may be granted a fee waiver, in whole or in part, relative to their continued contribution to economic development, tourism, and quality of life in Wilsonville. Waivers will be determined by the City Manager and reviewed on an annual basis.

### **6.135 Permit Review.**

- (1) Decision to Grant, Deny, or Grant with Conditions. Upon receipt of a permit application, the City will determine whether to grant, deny, or grant with conditions the requested permit. In making this determination, the City may consider any of the following:
  - (a) Whether the application has been fully completed and executed;
  - (b) Whether the application contains any material falsehood or misrepresentation;
  - (c) Whether the applicant is legally competent to contract, sue, and be sued;
  - (d) Whether the applicant has, on prior occasion, damaged public property and not paid, in full, for such damage;
  - (e) Whether a permit to use the same location, on the same date and at the same time has already been granted to another party;
  - (f) The potential for the event to substantially interrupt the safe and orderly movement of other pedestrians or vehicular traffic contiguous to the route or location;
  - (g) The potential for the event to require the diversion of so great a number of municipal police officers to properly police the event as to prevent normal police protection of the City;
  - (h) The potential for concentration of persons, animals, and vehicles at the event location which would unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the event area;
  - (i) The potential for the conduct of the event to cause injury to persons or property; or
  - (j) Any other consideration specific to the circumstances that would place an undue burden on public safety, health, welfare, fiscal wellbeing, or convenience and that cannot reasonably be accommodated.

(2) Alternative Proposals and Denials. If the event cannot be conducted without endangering public safety or seriously inconveniencing the general public, as determined by the City, the City may:

(a) Propose an alternate location/route;

(b) Propose an alternate date;

(c) Propose such other conditions that may be reasonable and prudent to mitigate any danger or inconvenience to the general public; or

(d) Deny the permit

(3) Notification of Decision. The City shall notify the applicant of the decision to grant or deny a permit within fifteen calendar (15) days of receipt of the application, unless the application is subject to expedited or extended review under 6.120(2).

#### **6.140 Permits Revocable.**

(1) Revocation for Cause. The City may suspend or revoke any permit issued under this Section upon finding any violation of this Section, the terms or conditions imposed in the permit, or for any other action deemed detrimental to public health and safety. Such revocation shall take effect immediately, and the City shall promptly notify the permittee of the revocation. After revocation, the permittee may not conduct the event, or if the event has commenced, shall immediately cause the event to be terminated in a safe, proper manner.

(2) Revocation due to Emergency. If a public emergency arises where municipal resources required for the emergency are so great that deployment of municipal personnel, equipment, or services for an event would have an immediate and adverse effect upon welfare and safety of persons or property, the City may suspend or revoke the permit and the permittee shall comply with such directives as the City may impose.

#### **6.145 Hours of Operation.**

(1) Hours of Operation. No Special Event shall be conducted in the City during the hours of 12:01 a.m. and 9:00 a.m. The participants shall be required to have cleared the permitted area and its immediate environs no later than 1:00 a.m. of the day following the permitted event. Event organizers shall be permitted to begin setting up for the day's event at 7:00 a.m. Event organizers may request special permission to begin setting up for the event the night before if morning set up is impracticable.

#### **6.150 Special Use of Streets and Sidewalks and Large Special Events Signs and Street Banners**

(1) Signs That Do Not Require a Permit. The following signs associated with a Special Use of Streets and Sidewalks or Large Special Event, for which a valid permit has been granted, do not require a separate sign permit:

(a) Signs Generally Allowed. Temporary signs on private property not exceeding the exempt temporary sign allowances for lawn and rigid signs established in Wilsonville Code Section 4.156,

(b) Signs Allowed for Large Special Events and Limitations. For Large Special Events, temporary signs, including banners, a-boards, lawn signs, or other signs, on any public property described in the location description submitted with the event permit application as long as such signage:

(i) Does not exceed twenty-four (24) square feet per sign;

(ii) Does not unreasonably impede pedestrian, bicycle, or vehicle traffic or circulation;

(iii) Does not damage landscaping, buildings, or structures;

(iv) Is not attached to lamp posts, permanent sign posts, power poles, or similar public structures;

(v) Is securely attached so as to withstand the wind and other elements;

(vi) Does not have guywires, strings, ropes, or other mechanisms securing the sign that could be a safety hazard; and

(vii) Does not otherwise create a nuisance or hazard.

(c) Wayfinding Signs for Large Special Events. For Large Special events, in order to assist the public in wayfinding, up to ten (10) lawn signs in the public right-of-way are allowed provided that:

(i) Such signs are placed no more than fourteen (14) calendar days prior to the beginning of a permit period and are removed within twenty-four (24) hours of the end of the event period;

(ii) Except as noted in (iii) below, such signs meet all size, location, placement, spacing, and other non-duration related requirements for temporary lawn signs in the right-of-way in Wilsonville Code Section 4.156;

(iii) When a Large Special Event is held in Memorial Park or the Town Center area, allowed lawn signs may be placed in the otherwise prohibited non-ODOT, non-median landscaped areas of right-of-way on Wilsonville Road and Town Center Loop East and West so long as the sign will not damage landscaping or irrigation, or otherwise have a negative impact on right-of-way maintenance, do not obstruct

vision clearance, and written approval is obtained from the adjacent property owners with maintenance responsibilities for the landscaping in the right-of-way; and

- (iv) The number of wayfinding signs may be restricted to fewer than ten (10) if the City deems it necessary because multiple events are being held on the same day and there is a need to protect rights-of-way from becoming confusing, distracting, overly cluttered, or in any way hazardous to the traveling public.
- (2) Banners on Public Lights and Other Poles. The purpose of the public pole banner program is to provide publicity for community events of general interest to Wilsonville residents and visitors and to provide a more festive character to the City's Town Center area, while maintaining design standards that provide for continued quality of life within Wilsonville.
- (a) Public Works Plan. Banners on public light and other poles will be allowed according to a plan set out by the Public Works Department.
  - (b) Installation. Banners on public light and other poles shall be installed by City Public Works employees only.
  - (c) Design. The architecture and design of the banners may include, as design elements, the name of the sponsoring organization; the name, location, and date(s) of the event; and the logo of the event. The exact architecture and design specifications are determined by the Public Works Department.
- (3) Other Signs. All other signs, not specifically lists in (1) and (2) above shall be governed by Wilsonville Code Chapter 4, including Section 4.156, and may require a sign permit through the Planning Division.
- (4) Sign Enforcement. In addition to the applicable enforcement provisions of this Chapter, the enforcement provisions of Chapter 4 shall apply to sign violations.

### **6.155 Interim and Final Appeals.**

- (1) Right to Appeal. Any person aggrieved and directly affected by a decision of the City, or designee, may file an interim or final administrative appeal.
- (2) Interim Appeal. Prior to a final decision by the City, an applicant who claims that delay, imposition of conditions, or other action by the City violates any applicable law, or unreasonably and improperly interferes with constitutionally protected rights, may file an interim appeal as follows:
  - (a) Notice to the City. The applicant shall notify the City in writing of the claim specifying in detail the basis for the claim. The City shall review the notice and determine if administrative action will adequately resolve the problem.

(b) Written Appeal. If the applicant is not satisfied by such administrative action, the applicant may file a written appeal within 48 hours to the City Manager, with a copy to the municipal clerk specifying the grounds for the appeal. The City Manager shall review the appeal to determine if it will be heard or if the grounds for appeal are not properly set forth.

(c) Hearing by City Manager. If the City Manager determines that the appeal will not be heard, the applicant shall be notified within 24 hours of such decision. If the appeal proceeds, the City Manager shall schedule a hearing on the matter no later than five (5) calendar days following the filing of the appeal providing such notice to the applicant and the public as is deemed appropriate under the circumstances. At the hearing, the City Manager shall hear the applicant, City staff, and such other persons as may be allowed to speak. Within 48 hours after the hearing, the City Manager shall issue its decision in writing and shall notify the applicant.

(3) Appeal of Final Action. The applicant or any person directly affected by final administrative action on an application may file a written appeal with the City Council, with a copy to the municipal clerk not later than seven (7) calendar days after the final action. The appeal shall state with specificity the grounds for the appeal. The City Council may deny an appeal without hearing if it determines on the face of the appeal that it has no merit and shall notify the appellant and other directly affected parties within 48 hours after such a determination. If the appeal proceeds, the City Council shall schedule a hearing no later than the second regularly scheduled Council Session following the receipt of the notice of appeal. The appeal hearing shall be limited to the grounds stated in the appeal unless the City Council, for good cause, determines to hear other issues or concerns. The appellant, applicant, City staff, and other persons directly affected may speak or submit evidence at the hearing. The City Council may determine who is permitted to participate in the hearing. The City Council shall issue its decision on the appeal, stating the reasons for its decision, within seven (7) calendar days after the hearing.

(4) Judicial Appeal. Any person aggrieved by a decision under this Section may appeal from the decision to a court with appropriate jurisdiction in accordance with applicable statutes or court rules. Any person who is granted standing to file internal appeals must first exhaust such administrative remedies prior to seeking judicial relief.

#### **6.160 Offenses Against Events.**

(1) Conducting a Non-Permitted Event. No person shall stage, present, or conduct any event for which a permit is required by this Section without first having obtained a permit.

(2) Participating in Non-Permitted Event. No person shall participate in an event which that person:

- (a) knows is required to have a permit under this Section; and
- (b) knows or should know that the required permit was not obtained.

- (3) Failure to Comply with Permit Conditions. No Person who is the agent or representative of a permittee shall knowingly fail to comply with any term or condition of the permit.
- (4) Interfering with an Event. No person shall unreasonably interfere with a Special Event or any person, vehicle, or animal participating or used in the event.
- (5) Driving Through Events. No person shall operate a vehicle that is not part of a Special Event between the vehicles or persons participating in the Event.

**6.165 Failure to Comply.**

- (1) Failure to Comply. Compliance with the terms and conditions of Sections 6.100 to 6.175 shall constitute the minimum health, sanitation and safety provisions, and failure to comply with the terms and conditions shall constitute a public nuisance and the sponsors of said event shall be subject to all criminal and civil remedies as such.

**6.170 Penalties.**

- (1) Penalties. Any person who shall violate or fail to comply with the provisions of Sections 6.100 to 6.175, or, who having obtained a permit hereunder, shall willfully fail to continue to comply with the terms and conditions hereunder, or who shall counsel, aid or abet in violation of these Sections, shall upon a first conviction thereof, be guilty of a violation pursuant to Section 1.012, and upon a subsequent conviction thereof, be guilty of a Class C Misdemeanor pursuant to Section 1.011.

**6.175 Severability.**

- (1) Severability. If any provision of this Section is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.

SUBMITTED to the Wilsonville City Council and read for the first time at a special meeting thereof on the 5th day of January, 2012, and scheduled for second reading at a special meeting of the City Council on the 19<sup>th</sup> day of January, 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 January, 2012, by the following votes:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

DATED and signed by the Mayor this \_\_\_\_ day of January, 2012.

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TIM KNAPP, MAYOR

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Nunez

Councilor Hurst

Councilor Goddard

Councilor Starr

**City of Wilsonville  
City Council Meeting  
January 19, 2012 Sign In Sheet**

Name	Mailing Address
Verw Ws-	
Jodie Lindbo	