



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, January 17, 2012

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

**6:00pm City Council/Planning Commission Joint
Work Session**

7:00pm Regular City Council Meeting

**Urban Renewal Agency Board Meeting
(Following the Council Meeting)**



**CITY COUNCIL /PLANNING COMMISSION
JOINT WORK SESSION 6:00 PM**

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT:

- A. Approval of January 3, 2012 City Council Minutes

5. CITIZEN COMMENTS

6. NEW BUSINESS

- A. Resolution 2012-003 Authorizing the City Manager Pro Tem to enter into an IGA 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 (Craig Sheldon, Public Works Director)

7. PUBLIC HEARINGS

- A. Ordinance 2012-002 Amending Section 12.12 of the Municipal Code relating to the use of bicycles, unicycles, roller-skates, roller-blades, scooters and skateboards in public places (Jeff Groth, Chief of Police)

8. CITY MANAGER AND STAFF REPORTS

AGENDA

**SHERWOOD CITY COUNCIL
January 17, 2012**

**6:00pm City Council/Planning
Commission Joint Work Session**

7:00pm Regular City Council Meeting

**URA Board of Directors Meeting
(following the Council Mtg.)**

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

9. COUNCIL ANNOUNCEMENTS

10. ADJOURN TO URA BOARD MEETING

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

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

To Schedule a Presentation before Council:

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



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
January 3, 2012

CITY COUNCIL WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:07 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Bill Butterfield, Matt Langer, Krisanna Clark, Robyn Folsom and Linda Henderson.
3. **STAFF PRESENT:** City Manager Pro Tem Tom Pessemier, Police Chief Jeff Groth, Finance Director Craig Gibbons, Economic Development Manager Tom Nelson, Public Works Director Craig Sheldon, Planning Manager Julia Hajduk, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy.
4. **OTHERS PRESENT:** Elaine Howard, with Elaine Howard Consulting, Ray Pitz with the Sherwood Gazette and Sally Ho with the Oregonian.
5. **TOPICS DISCUSSED:**
 - A. **Urban Renewal Plan, Substantial Amendment.** Economic Development Manager Tom Nelson and Elaine Howard distributed a handout (see record, Exhibit A) and explained the proposed amendments to the Plan. Ms. Howard briefed the Council on the steps and processes for conducting a substantial amendment. Discussion followed.
6. **ADJOURN:** Mayor Mays adjourned the work session at 6:55 pm and stated the Council would reconvene the work session after the regular Council session.

REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:05 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Bill Butterfield, Matt Langer, Krisanna Clark, Robyn Folsom and Linda Henderson.

- 5. STAFF PRESENT:** City Manager Pro Tem Tom Pessemier, Police Chief Jeff Groth, Finance Director Craig Gibbons, Economic Development Manager Tom Nelson, Public Works Director Craig Sheldon, Planning Manager Julia Hajduk, Assistant Planner Zoe Monahan, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy.

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

6. CONSENT AGENDA

- A. Approval of December 6, 2011 City Council Minutes**
- B. Approval of December 12, 2011 City Council Minutes**
- C. Approval of December 20, 2011 City Council Minutes**

MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCILOR BILL BUTTERFIELD, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

7. PRESENTATIONS

- A. Proclamation Declaring January as School Board Month**

Mayor Mays read the proclamation and presented Sherwood School District Superintendent Heather Cordie with the original proclamation.

Mayor Mays addressed New Business.

8. NEW BUSINESS

- A. Election of New Council President**

Mayor Mays stated the Council President position is elected at the first Council meeting of every year and the position is currently held by Councilor Grant. Mayor Mays asked for a nomination or motion.

Councilor Langer nominated Council President Dave Grant as Council President, Mr. Grant accepted the nomination. Mayor Mays stated per the City Charter, the position is for one year.

With no other nominations received, Mayor Mays called for a vote to appoint Council President Dave Grant as Council President for another year.

VOTE: TO ELECT DAVE GRANT AS COUNCIL PRESIDENT FOR 2012, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

B. Resolution 2012-001 of the City of Sherwood providing for a suspension of late fees for Business License renewals for the period of January and February of 2012

Finance Director Craig Gibons stated the City was updating the business license system from a paper transaction to a computerized internet service and this process is not yet completed. Craig stated staff would like to suspend late fees to business license applicants until the project is completed.

Councilor Henderson asked what the late fee was. Mr. Gibons replied he didn't know and Tom Pessemier City Manager Pro Tem stated he thought it was \$5 per month and said the system will be an enhancement to the business community as well as the City.

Councilor Henderson asked if the City requires the renewal annually and if the business can pay for two years in a row. Craig confirmed it's required annually and said it would be a policy decision to allow for a two year payment and he believes the system would allow it.

Tom Pessemier stated the ordinance would have to be changed as it currently specifies 365 days.

Council President Grant replied it would be difficult in the current setup of the form.

Mayor Mays commended staff for moving towards an automated system and stated the City doesn't charge much for business licenses in comparison to other jurisdictions and confirmed the new system would be more efficient. Staff confirmed it would be.

Councilor Folsom asked if businesses would be challenged in any way as the City goes through this process. Craig replied no.

Mayor Mays asked for other questions or discussion, with none received he asked for a motion.

MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT RESOLUTION 2012-001, SECONDED BY COUNCILOR ROBYN FOLSOM, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

C. Resolution 2012-002 Authorize City Manager Pro Tem to enter into a construction contract for 2.0 MG reservoir improvements and seismic upgrade

Craig Sheldon Public Works Director stated the reservoir in question was constructed in 1973 and in 1999 the City did an analysis and found that it did not meet seismic upgrades and seismic load standards. In 2005 a Water Master Plan was done and identified issues with this reservoir and said now that the 4.0 MG reservoir is on-line we can take this reservoir off-line to make the repairs. Craig informed the Council staff encountered other issues, and other than the seismic and improvements it will include repairs of the other issues. Craig stated this is partly the reason for the bid being higher than the engineers estimate. Craig informed the Council of the bid processes and timelines and said failure to move forward would affect the life expectancy of the reservoir and would not place the reservoir where it needs to be to meet seismic levels. Craig briefed the Council on the construction that would occur in the upgrade and said staff was asking for a 10% contingency.

Mayor Mays asked if the resolution is supported by the Council, when would staff anticipate project completion. Craig Sheldon explained there are two parts to the project and staff would

hope to award the contract with a letter of intent to go out in the coming weeks with construction beginning the first part of February on the interior. Craig said, the contract states 90 day, as we need to complete it prior to peak summer time use and we will have to wait until July for warmer weather to do the roof repairs with total completion anticipated for mid-September.

Councilor Folsom stated and confirmed this is funded by the Water Comprehensive Plan budget that we've been putting together for a long time. Craig replied this is in the 2011-12 budget and said there will be money moved into 2012-13 budget as completion is anticipated in September. Craig stated the project is part of the rate study that was conducted by the City.

Councilor Folsom asked regarding the 10% contingency and said in past contracts this figure has been 20-25% and asked if staff anticipated things being much worse than expected. Craig replied there could be a few things that could occur and if not, the savings would be about \$45,000. Craig said we won't know until we start and if need be staff will come back to the Council.

Councilor Henderson asked if the citizens can expect delays on Pine Street. Craig replied there could be at the park entrance off Division Street and staff will work on providing notice and will try to have it open in the evenings for spring baseball. Craig stated the construction staging area will probably be located by the pumping station and parking spaces on Division Street may be used as well as the driveway approach on Division.

Councilor Butterfield asked regarding impacts to residents and confirmed the park would not be closed off. Craig confirmed the park would not be closed off as most of the work will be done inside the reservoir and explained the impact would not be similar to when the reservoir was built.

With no other Council comments, Mayor Mays asked for a motion.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO ADOPT RESOLUTION 2012-002, SECONDED BY COUNCILOR BILL BUTTERFIELD, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Prior to addressing the next agenda item, Public Hearings, Mayor Mays readdressed Citizen Comments as this agenda item was overlooked.

9. CITIZEN COMMENTS

Eugene Stewart PO Box 534 Sherwood came forward and commented regarding the loss of another Senior Center Director, as the director was moving onto Hillsboro and said Hillsboro was funding the position and asked if Sherwood could look at doing the same. Mr. Stewart proposed forming a committee to look at addressing the Director position as we've had 5 directors in the past five years. Mr. Stewart commented regarding overgrown blackberries on the property next to the Senior Center owned by the City and asked if it could be cleaned up. Mr. Stewart informed the Council a Senior Center user said he thought he had seen a very large cat, a cougar or mountain lion near the Center in the wooded area.

Mayor Mays thanked Mr. Stewart and addressed the next agenda item and asked the City Recorder to read the public hearing statement.

10. PUBLIC HEARING

A. Ordinance 2012-001 Amending multiple sections of the Zoning and Community Development Code including Divisions IV and V

Assistant Planner Zoe Monahan came forward and stated the planning department has been working on Code Clean-up for over a year and presented a power point presentation (see record, Exhibit B) and provided a handout to the Council (see record, Exhibit C) explaining the differences between the existing code and the recommended changes. Zoe explained the presentation and said staff has been working on code pertaining to temporary uses and outdoor sales and said the Planning Commission has been working on this for over six months to come up with language that can clarify and streamline the temporary uses and outdoor sales sections and said the City did conduct required public noticing as well as courtesy noticing. Zoe stated the Planning Commission has recommended language that is in the Council meeting materials and said Council held a work session on December 6th to consider the recommendations. Zoe stated Council addressed concerns at the work session and staff will be addressing those concerns at the end of the presentation this evening. Zoe referenced the handout (see record, Exhibit C) and stated the purpose of the amendment was to streamline and clarify the code with existing policies as well as acknowledging the Special Events Permit. Zoe stated in clarifying existing policy, staff would be addressing Resolution 2002-021 (Exhibit 1-C in Council meeting materials) and said the resolution was put in place to allow for short term events in the City without going through a temporary use permit process that takes time and has associated fees. Zoe stated the Council allowed for events that took four weeks or less or festival type events that were no longer than nine consecutive days to take place as long as they meet a set of conditions. Zoe stated the conditions were, they could not take up required parking, they could not impact the walkways or sidewalks and circulation on site was still available. Zoe stated we wanted to make sure the existing policy was either added to the Code or was modified to make sure that we were meeting the needs of the community. Zoe stated we also needed to clarify Temporary Outdoor Sales and what that meant.

Zoe addressed Temporary Uses and said the existing code in the Permit Required section and said this has been updated to allow for different time periods based on the type of uses and said specific criteria has also been outlined. Zoe stated the No Permit Required section incorporates the new Special Events Permit as well as the policies from resolution 2002-021.

Zoe provided examples of Temporary Uses and explained Permits Required and No Permit Required. Zoe explained uses not requiring permits as: Special Events Permits, Short Term Events (no more than two weeks in duration) and tree or plant sales up to four weeks in duration. Zoe informed the Council the reasoning behind this was in the discussion of the Planning Commission they felt that four weeks was too long for short term events without a permit, and said however we do have existing tree sales or holiday tree sales that we know take place for four weeks and we did not want to impact those folks, this is why these two items have been split up. Zoe stated the criteria is similar to resolution 2002-021, as it needs to occur on an improved site, it cannot impact parking or pathways and it needs to meet nuisance standards, odors, etc. as well as TVFR standards.

Zoe explained Permits Required and said its similar to our existing code language, with allowing more flexibility. Zoe stated the current standards allow temporary uses to get a permit for up to a year with a one year renewal and said this allows more flexibility based on the type of use, i.e.

construction trailers or real estate offices that may not know how long they will need to be there, they can get a one year approval and can get an extension based on their needs. Zoe stated other temporary uses can get their one year approval and up to three years of renewals before they will need to go through site plan review. Zoe stated there are short term events that are longer than two weeks but less than four months, so instead of saying this can only occur four times, this allows for an annual renewal and additionally we have clarified that if a temporary use permit was needed, then the person would have to ensure they had building permits for land use approval if applicable. This is to ensure someone doesn't have a construction trailer on site before the needed approvals have been granted.

Zoe explained Outdoor Sales and said this was updated as we went through the temporary use permit section and it became clear that we needed to clarify what an outdoor sales was and to make sure whether it was clear or not someone needed to go through the outdoor sales processes. Zoe stated currently this requires a conditional use permit. Zoe stated the permanent section as currently in the code, we have not changed the standards for this, except for indicating that it's a longer term event that doesn't meet temporary standards. Zoe explained the temporary outdoor sales would be for no more than four months in duration and need to meet the temporary use requirements and it cannot permanently alter the site. If they were to permanently alter the site, this would be reviewed under a permanent outdoor sale use.

Zoe stated at the Council work session in December, there were concerns raised as; 1) serial temporary uses on a single site, 2) it wasn't clear if the temporary uses needed to be consistent with the underlying zone and 3) food carts could be permitted for four months as proposed through the temporary use process. Zoe stated the planning staff looked at these concerns and for the temporary uses on a single site, staff is recommending that this not be modified because our existing resolution 2002-021, which we still use and our temporary use standards would allow for these temporary uses to occur on the same site already and we don't have a problem that has been brought to our attention and we don't want to create a problem by adding additional language. Zoe stated with the no permits, this allows us to have a fireworks stand and tree stand on the same site, as they are generally not at the same time, and if there was some sort of language that said you could only have one, we would have a process that would require tracking.

Zoe explained potential modifications and said under "no permits required", we have draft language to make it clear that the no permits required section would need to be consistent with the intent of the underlying zoning district, we have also clarified that food vendors would need to be permitted through a special event or through a permanent outdoor sales review. Zoe explained permits required are under the temporary use section and said this clarifies that they need to be consistent with the outdoor sales standards and this also reminds people that they need to make sure that they comply with both standards and under outdoor sales staff has proposed additional language indicating that if someone were to have a food vendor that they would need to go through the permanent outdoor sales process, Zoe stated this is the existing code language.

Zoe stated this evening Council will be holding the public hearing to consider the recommendation of the planning commission and Council can approve, approve with modification or deny the proposed language. Zoe reminded the Council if they made additional changes to the planning commission's recommendation they would need to make a motion to modify.

Mayor Mays thanked Zoe for the presentation and referenced the presentation proposed language item J, “the event is consistent with the intent of the underlying zoning district” and asked if that was added to the proposed ordinance would this impact school districts?

As Zoe researched the Mayor’s question, Mayor Mays opened the public hearing to receive testimony.

Eugene Stewart PO Box 534 Sherwood came forward and referenced the larger sidewalks in the downtown area and said these larger sidewalks were built to encourage vendors to put things on the sidewalks, he gave examples of two local restaurants in Old Town who use the sidewalks for setting out tables and chairs and asked if they will now need permits and asked if the Council wanted to go this far and said it seems like everything someone does requires a permit. He asked if this is really needed and does it control anything and said it appears to be burdensome. He asked if the City has spoken with the Chamber of Commerce or businesses to receive their input. Mr. Stewart stated he knows the City advertised it and it appears people have not come out. Mr. Stewart stated he appreciates the Council addressing Goal 1 of the State Land Use Plan which references the City, when changing land use code, should seek the input of the public in their own groups and not at a planning commission or Council meeting and said he is not sure if the City has completely complied with this. Mr. Stewart stated the Chamber should have brought this up with the people to see how it affects them and referenced the fruit stand in old town and their duration being more than four months and asked why do they need to be regulated and asked what are they doing wrong. Mr. Stewart stated are we regulating just to regulate and if so, he doesn’t believe this is needed.

Mayor Mays thanked Mr. Stewart and asked to receive other testimony; with none received he closed the public hearing.

Julia Hajduk, Planning Manager came forward and stated in regards to the Council question of, “the event is consistent with the intent of the underlying zoning district” and said we could say it’s “generally consistent with the underlying zone” and gave an example if a school is allowed in an IP Zone you would know that there is generally going to be things associated with that and we could make that finding, although it’s a no permit, a finding doesn’t have to be made. Julia stated there are standards and processes and if there’s an issue we can deal with that. Julia stated if this is something that is a concern of the Council we could add language of “the event is generally consistent...”, and said this might make it clearer.

Mayor Mays thanked Julia and asked for Council questions of staff.

Councilor Butterfield stated he understands the Code Cleanup was to clean up code issues for things that were nonexistent or to make more sense and said we aren’t trying to add more code requirements or restrictions to possible fundraisers or other similar events.

Zoe confirmed this was correct and said in this case we are streamlining it with an existing resolution that is not codified and specifically says that the Council would readdress it at some point in the resolution and that an ordinance should be passed. Zoe stated this was an opportunity to add it to the code and the planning commission was comfortable adding it, they did not have any issues and it’s a policy that we still use today even though it’s not in the code, so we wanted to make sure this was clear, recognizing the special event permit, as this came up after our

temporary use language was established and making it more clear as to what we need to see for the review and criteria and the permits required and making it a bit more flexible for the people using the permit process.

Councilor Butterfield gave an example of a fundraising event and said the City will be able to make a judgment call. Zoe replied if the event is less than two weeks, an event that is not related to tree or plant sales and is two weeks or less in duration, a permit is not needed and as long as you are not obstructing any required parking or sidewalks. Zoe explained things can still be on the sidewalks as long as they are not fully blocking the sidewalks. Zoe stated as the language is proposed, if the event was over two weeks in duration then a temporary use permit would be required and this could be renewed annually as long as it was less than four months. Zoe stated if the events falls between a two week period and a four month period they could have a temporary use permit every year.

Julia stated one reason why we recommended this was because of the produce stand and their desire to have the ability to renew annually.

Councilor Henderson said with the fairly new process of the City's special event permit, she was trying to understand and asked for clarification on what a food vendor is.

Zoe replied as drafted, food vendors would include food carts, ice cream trucks, hotdog stands or similar uses and then the draft proposed modification clarifies that if the food vendor is associated with a special event permit and approved as a part of that permit, it doesn't fall within the temporary use or outdoor sales standards, it's making sure that all parts of the special events permit are clear and don't fall within this section of the code.

Councilor Henderson asked how would the concession stand at Snyder Park fall into this process.

Mayor Mays replied this is not a temporary structure, it's a fixed structure. Julia stated her understanding was that this was approved as part of the site plan and conditional use of the park.

Councilor Henderson referenced the Mayor's comments about "the intent of the underlying zone district".

Zoe replied this is something that is already approved and said if a new school or new park were to go through land use review and reviewed at that time for a certain structure for a specific use, then that would not fall within these standards.

Councilor Henderson asked how would a vendor selling equipment in a park be defined, Zoe asked for clarification, and asked "for a two week consecutive period". Julia asked for clarification on selling of equipment. Mayor Mays explained at some sporting events, sporting equipment is sold out of a van. Julia replied she had no knowledge of this occurring.

Councilor Henderson provided examples of various types of vendors and various selling time periods and Julia replied these types of uses are not currently addressed and said if it's a significant concern of the Council and Council sees this as a problem, staff can look at the code further.

Councilor Henderson asked how this works with a business license. Zoe replied when a business license comes in for review staff ensures it meets the zoning criteria and explained the process and gave examples.

Councilor Langer referenced the comments made by the Mayor, “the intent of the underlying zone district” and provided an example of holiday tree sales in a light industrial zone and asked with his understanding of the language, this would pose a problem. Julia replied yes, and said staff was not aware of this vendor and said retail is not allowed in a general industrial zone. Julia explained this would be a case of enforcement and if staff became aware of it, it would be tracked through Code Compliance.

Councilor Langer stated he observed this vendor all through Christmas and didn’t see any problems and commented regarding adding language and referenced the public testimony received and not wanting to regulate more. Councilor Langer stated he could think of other locations in the city that are not zoned retail commercial that someone could have had a tree lot on and didn’t and now they couldn’t do this next year if they wanted too, even though the location is fine and it would work fine, but only because of a technicality of permanent zoning, they couldn’t do something for 3-4 weeks.

Mayor Mays commented regarding Councilor Langer’s concerns, and said if we made language additions to the proposed ordinance, maybe not include that sentence? Councilor Langer confirmed.

Mayor Mays asked for discussion from Council, none was received.

Mayor Mays stated he’s supportive of the ordinance and believes it’s friendly to non-profits and other businesses and property owners in town, and said there’s nothing easier than no permits for short term events.

Mayor Mays stated he believes the modifications are important to include, with the exception of Item J (see record, Exhibit B-Code Clean-up Presentation, Potential Modifications) and said it could be addressed if it becomes a concern.

Councilor Folsom stated she appreciated Councilor Langer’s comments and said she didn’t want to put in code if we had no intention of enforcing it. She stated she appreciated the public testimony regarding regulation making things more complicated and appreciates the work done to fix what had not been codified. She stated she is in agreement with comments provided by Councilor Langer.

With no other Council comments received, Mayor Mays stated the following motion.

MOTION TO AMEND: FROM MAYOR MAYS TO AMEND ORDINANCE 2012-001 ADDING THE LANGUAGE PRESENTED IN THE PRESENTATION, EXCLUDING ITEM J, “the event is consistent with the intent of the underlying zoning district” and accepting all other language in the proposed modification (see Exhibit B), SECONDED BY COUNCILOR MATT LANGER. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays asked for Council discussion on the amended ordinance.

Councilor Henderson asked staff why item J was important, Mayor Mays replied it was a question he asked in work session.

With no further discussion, the following motion was received.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO READ CAPTION AND ADOPT ORDINANCE 2012-001 AS AMENDED, SECONDED BY COUNCILOR MATT LANGER. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

11. CITY MANAGER REPORT

City Manager Pro Tem Tom Pessemier asked Police Chief Groth to comment regarding the citizen comments received earlier this evening regarding the sighting of a large cat and said this report was received weeks ago. Chief Groth informed the Council the report was received weeks ago and police looked at the area a few different times and said the City also contacted the State Fish and Wildlife Division, which happens to have a staffer that lives in Sherwood, who also looked at the area in question. Chief informed the Council the City setup a trail camera for about two weeks and found no evidence of a large cat.

Tom Pessemier asked Finance Director Craig Gibons to provide a report. Craig informed the Council the City had received from the GFOA, the Distinguished Budget Presentation Award for 2011 and commended Julie Blums for her work in the finance department.

Tom Pessemier asked Public Works Director Craig Sheldon to provide a report on the Leaf Program. Craig stated the program is very successful and provided statistics from prior years and said in 2005 we had a leaf drop at public works and received 120 yards, in 2006 we received 150 yards and in 2007 we received 160 yards, in 2008 we received 200 cubic yards in total at public works and 219 cubic yards doing curbside pickups. 2009 we received 200 yards at public works and 255 yards in curbside pickups, 2010 we received 100 cubic yards at public works and 238 yards from curbside. In 2011 curbside was 813 yards and the sweeper was 410 total yards, not including December, and we received 70 yards at public works. Craig informed the Council the number of yards could be about 1500 once we receive our December invoice. Craig stated when the Council originally spoke of the Leaf Program, it was about a \$35,000 plan and the actual cost of the program is \$35,257. Craig stated the City was able to keep the program at this cost due to the partnership with Pride Disposal and commended Pride for their work and removing all leaves for free, which resulted in a cost savings for residents as well.

Mayor Mays asked Craig to explain why the program is important to the City. Craig replied it's a mandate through Clean Water Services that we have a leaf program and said it saves on flooding and overtime and is a way for residents to get rid of their leaves other than using recycling carts. Craig stated its part of the storm fees paid on their monthly bills.

Tom Pessemier informed the Council as City Manager Pro Tem, hiring decisions and terminations must come before the Council and said the City has 2 open positions we are recruiting for, a Recreation Coordinator which is a budgeted position recently vacated and an internal posting of a

Police Sergeant position, which has been budgeted for a long time and said if the position is filled internally, we will need to put out a recruitment for a police officer.

Mayor Mays addressed the next agenda item.

12. COUNCIL ANNOUNCEMENTS-None

13. ADJOURN AND RECONVENE WORK SESSION

Mayor Mays adjourned the regular Council meeting at 8:00 pm and reconvened the work session.

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 8:08 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Bill Butterfield, Matt Langer, Krisanna Clark, Robyn Folsom and Linda Henderson.
3. **STAFF PRESENT:** City Manager Pro Tem Tom Pessemier, Police Chief Jeff Groth, Economic Development Manager Tom Nelson, Public Works Director Craig Sheldon, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy.
4. **OTHERS PRESENT:** TVFR Division Chief Jim Davis, Sally Ho with the Oregonian and Ray Pitz with the Sherwood Gazette.
5. **TOPIC DISCUSSED:**
 - A. **Skate Boards.** Police Chief Jeff Groth provided a presentation to the Council (see record, Exhibit D) and explained previously considered city legislation and reminded the Council of the discussions held at that time. Chief Groth explained the need for code language and stated staff would be presenting legislation at a future meeting for Council consideration. Discussion followed.
6. **ADJOURN:** Mayor Mays adjourned the work session at 8:40 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Keith S. Mays, Mayor

TO: Sherwood City Council
FROM: Craig Sheldon, Public Works Director

SUBJECT: RESOLUTION 2012-003 AUTHORIZING THE CITY MANAGER PRO-TEM TO ENTER IN TO AN IGA 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

ISSUE: Should the City approve Resolution 2012-003 authorizing City Manager Pro-Tem to enter into an IGA with the City Wilsonville to purchase Segment 3A and authorize payment for design and permitting services to begin Segment 3B.

BACKGROUND: Since 2006, the City of Sherwood has constructed Phase 1 and Phase 2 of the 48" water transmission pipeline from Sherwood to Wilsonville.

The City has constructed segments 6 – 9 of the pipeline, and has 100% ownership interest in this portion of the pipeline. Sherwood partnered with the City of Wilsonville for segments 2, 4, and 5 with joint interest in these segments of the pipeline. Segment 1 of the pipeline was purchased by the City of Sherwood from Tualatin Valley Water District for undivided interest in the Willamette River Treatment Plant.

The remaining portion of pipeline to be completed is Segment 3. It was broken into two phases. Segment 3A has been constructed by the City of Wilsonville with the understanding that once complete, the City of Sherwood would be responsible for half of the cost of the work. The City of Sherwood will have 50% ownership interest in this segment of pipeline. The total cost of Segment 3A is \$409,920.00 and Sherwood's share is \$204,960.00.

Segment 3B consists of 2,500 lineal feet of 48" transmission line that will connect segments 2 and segments 4 of the project together.

Segment 3B of this agreement consists of the following:

Item	Total Cost	Sherwood's Portion
Permitting	\$25,681	\$11,859.49
Engineering services for design	\$214,530	\$99,070.00
Costs incurred to date by Wilsonville	\$73,931	\$34,141.34 (as of august 2011)

Any remaining costs will be part of the "true-up" at the end of the project.

Wilsonville has estimated the easement acquisition costs to be approximately \$280,000.00, exclusive of any wetland mitigation. Appraisal, legal description, negotiations with property owners, legal work associated with property acquisition is \$35,000 with Sherwood's portion being \$17,500.00, to be placed in a separate fund.

The percentage owed by the City of Sherwood is 46.18%. Sherwood still retains 50% ownership in the pipeline; however the City of Wilsonville has included additional work to their infrastructure and the percentage is divided accordingly.

This IGA does not cover construction costs for Segment 3 (to follow at a later date). It is anticipated that Sherwood will front the cost of construction for Segment 3 once we near construction with repayment by the City of Wilsonville.

FINDINGS: Sherwood agrees to purchase 50% ownership interest in Segment 3A and the allocated amounts (per the IGA) for Segment 3B to be able to complete the final 2,500 lineal feet of pipeline that will allow Sherwood to draw its ownership interest from the treatment plant.

RECOMMENDATION: STAFF RECOMMENDS COUNCIL AUTHORIZE THE CITY MANAGER PRO-TEM TO ENTER AN IGA 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 2012-003

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO-TEM TO ENTER IN TO AN IGA 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, it has been recognized and agreed by the parties that the jointly owned transmission line between the plant and the meter vault will not be complete until the last 2500 feet of 48 inch transmission line (Segment 3) is completed; and

WHEREAS, the parties have authority to enter into this agreement pursuant to their applicable charters, principle acts, and ORS 190.003 – 190.030; and

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.

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

Section 1. The City Manager Pro-Tem is authorized to enter in to an IGA (attached as Exhibit A) 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.

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

Duly passed by the City Council this 17th day of January 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

**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 be 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

City Recorder

APPROVED AS TO FORM

APPROVED AS TO FORM

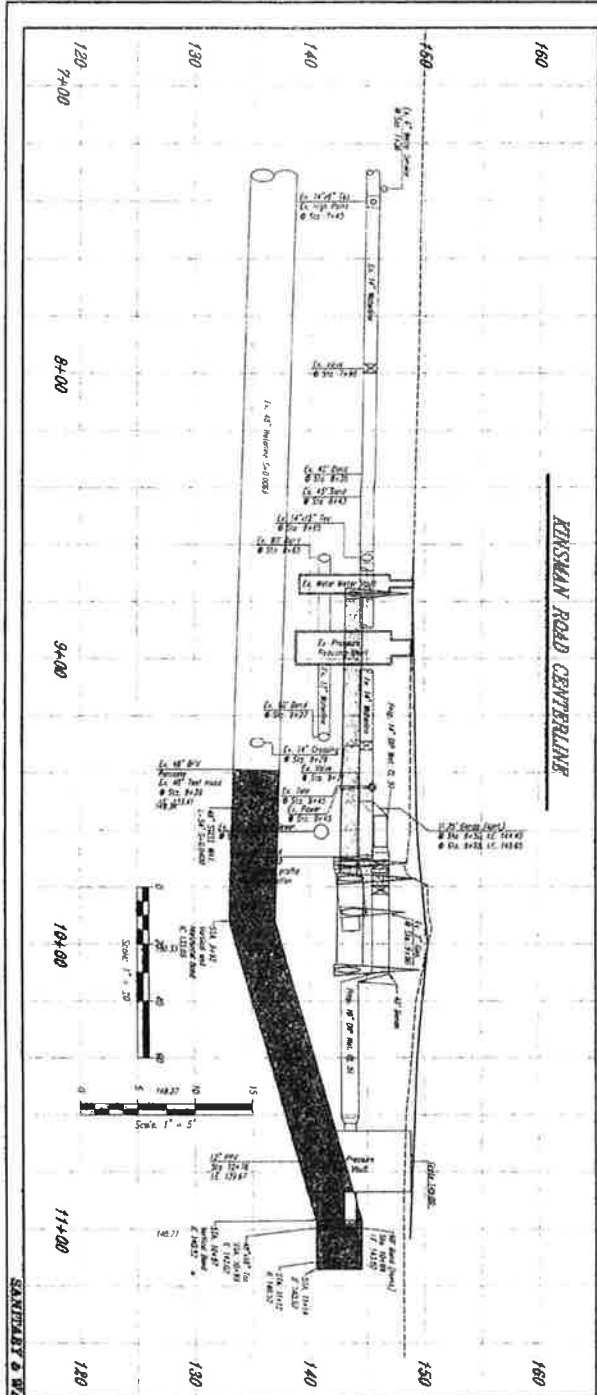
City Attorney

City Attorney

w:\city\sherwood water\iga sherwood wilsonville re segments 3a 3b (mek) cln.docx

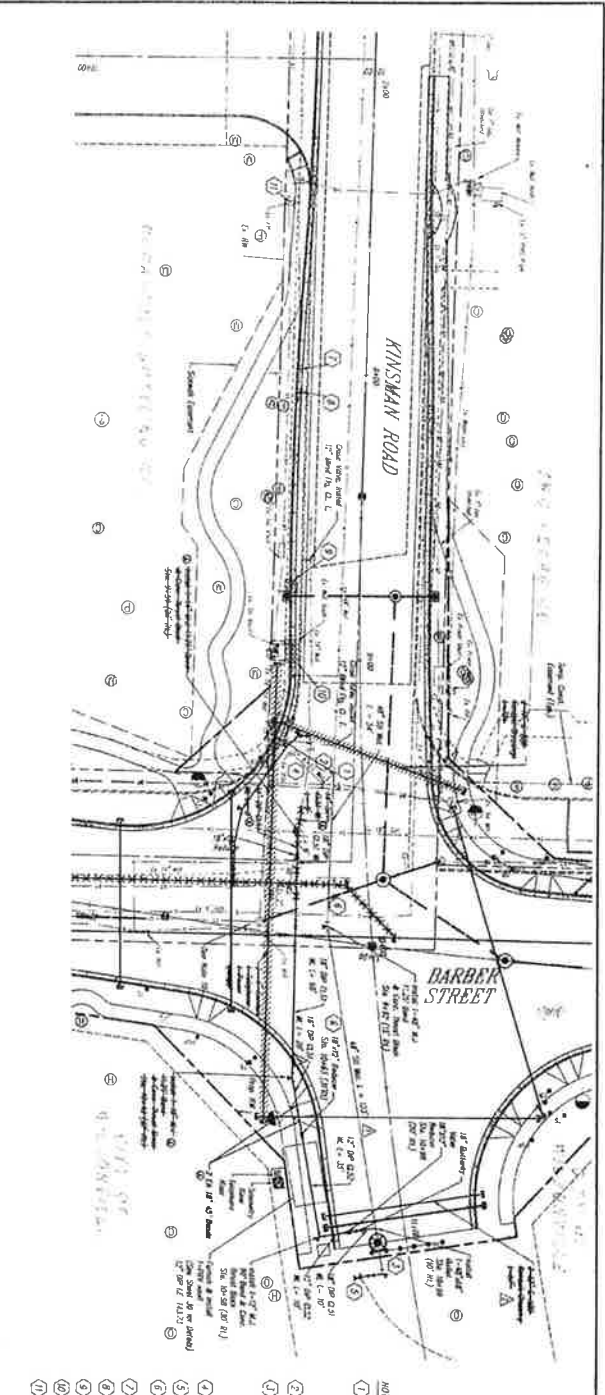
DATE PLOTTED: Aug 01, 2010 - 10:27 AM WBS DRAWING FILE: c:\11200-1406\14401\14405 - Barber Street (Civil)-DESIGN\14405-03-BUILD\14405_P14.dwg

EXHIBIT A



SANITARY & WATER SYSTEM AS-BUILT 10-18-06

- GENERAL NOTES:**
1. Contractor to provide all existing utility markings and verify size and grade for conflict resolution of all lines prior to constructing sanitary sewer or water.
 2. The standard for these lines shall be International Association of Public Works (IAPWS) standards.
 3. All material shall be approved by the City Engineer.
 4. All material shall be installed in accordance with the City Engineer's specifications.
 5. See sheets 10-18-06-01 through 10-18-06-05 for other details.
 6. See sheet 10-18-06-01 for Storm and Sanitary Details.
 7. See sheet 10-18-06-02 for Water Details.
 8. Contractor shall maintain access to adjacent properties at all times during construction.
 9. Excavate and install manholes, catch basins, and valves in accordance with the City Engineer's specifications.
 10. Contractor to remove existing 48" cast iron pipe 10-18-06-01 and install 48" cast iron pipe 10-18-06-02.
 11. Approximate 14" water main elevation from 10-18-06-01 to 10-18-06-02 shall be 114.5 feet. The difference is based on information obtained from storm manhole located 25' right of way (ROW) from 10-18-06-01. The difference is based on information obtained from 48" water main near 17" water main located from 10-18-06-01 to 10-18-06-02. The difference is based on information obtained from 18" water main located from 10-18-06-01 to 10-18-06-02.



- NOTES:**
1. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 2. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 3. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 4. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 5. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 6. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 7. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 8. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 9. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 10. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.
 11. Remove 12" cast iron sewer pipe 10-18-06-01 and install 12" cast iron sewer pipe 10-18-06-02.

IMPROVEMENT PLANS
BARBER STREET
 KINSMAN ROAD 48-INCH WAT. MAIN EXTENSION
 CITY OF WILSONVILLE PROJECT #412

City of Wilsonville in Oregon

BlueKey & Spotts Inc.
 ENGINEERING SURVEYORS PLANNERS
 10000 SW 10TH AVENUE SUITE 100 WILSONVILLE, OREGON 97150
 PHONE: 503.399.1100 FAX: 503.399.1101
 WWW.BLUEKEYANDSPOTTS.COM

REVISIONS:
 1. 10-18-06-01 updated with the length of the sewer lines.
 2. 10-18-06-02 updated with the length of the water lines.
 3. 10-18-06-03 updated with the length of the storm sewer lines.

Job Number: 14,405
 Date: 10-18-06

EXHIBIT B

Segment 3A - Barber Street Extension 48 " Water Line - Boberg Road to Kinsman Road Intersection (Project # 4112)							
Barber Street							
Contract Number	Bid Schedule	Unit	Quantity	Unit Price	Total Price	Paid Quantity	Amount Paid
Steel Pipe and Specials (NW Pipe/Owner Furnished)							
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		\$ -
Sub-Total Pipe Procurement:							\$ 106,737.37
Pipe Installation and Appurtenances (Westech Contract)							
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	180	\$ 82,800.00
122	8 Connection to 48: Water Main	LS	1	\$ 1,425.00	\$ 1,425.00	1	\$ 1,425.00
57	9 Relocate Ex. 48" Test Head	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
124	10 Trench Foundation for Water (If Nec.)	CY	200	\$ 45.00	\$ 9,000.00	47	\$ 2,115.00
125	11 Trench Protection for Water	LF	500	\$ 1.00	\$ 500.00	180	\$ 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	\$ 1,500.00
130	14 Testing, flushing and disinfection of new water mains (prorated)	LS	1	\$ 2,800.00	\$ 2,800.00	0.25	\$ 700.00
148	15 Remove Ex. Temp. Blow Off Assembly	EA	1	\$ 135.00	\$ 270.00	1	\$ 135.00
Sub-Total Pipe Installation:							\$ 99,390.50
AC Pavement Road Reconstruction (Westech Contract)							
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
Sub-Total AC Pavement:							\$ 10,080.00
CCO# Contract Change Orders (CCO's)							
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
Sub-Total PCOs & CCOs:							\$ 77,496.03
Total Project (Bid) Cost including Waterline Installation		\$	2,998,317	Total Waterline Costs w/o temporary facilities		\$	293,703.90
Add Waterline Materials purchased seperately (above)		\$	106,737				
Subtract Total (Bid) Cost for temporary features:		\$	(165,095)				
COST BASIS for Determining Cost Split for other costs		\$	2,939,959	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

Exhibit C

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.

Exhibit C **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-

Exhibit C

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 I Archaeology Survey
- Noise Study

Exhibit C

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

Exhibit C

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

Exhibit C

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

Exhibit D

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

Exhibit E

Estimated Segment 3B Total Costs

Sherwood Share

Part 1 - Actual Costs incurred through 8/31/11				footnote 4		
a	Prelim. Eng. (Barber-Kinsman accrual) ¹	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	
Part 1 - TOTAL			\$ 73,931.00		\$ 34,141.34	
Part 2 - Estimated remaining Total Project Costs through project completion						
d	Final Eng. (WEI contract) ²	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 ³	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	
Part 2 - Remaining Total Project Costs			\$ 3,965,037.00		\$ 1,831,054.09	
GRAND TOTAL - Total Project Costs			\$ 4,038,968.00		\$ 1,865,195.42	

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

To: Sherwood City Council
From: Chief Jeff Groth

Subject: **Ordinance 2012-002, Proposed addition of Section 12.12.235 to the Municipal Code pertaining to the use of bicycles, unicycles, roller-skates, roller-blades, scooters and skateboards in public places.**

Issue: City Staff has identified a need to protect significant public investments in the City of Sherwood from damage resulting from improper use and to protect the City of Sherwood from liability that may arise from improper use.

Summary: The proposed code section 12.12.235 (Exhibit 1) prohibits the use of bicycles, unicycles, roller-skates, roller-blades, scooters and skateboards in public places, unless such places are designed and intended for their use. The new code establishes a \$50 fine for those who violate code section 12.12.235. Legal Counsel has completed the review and the legislation is now ready.

Previous Council Action: On January 03, 2012 a City Council Work Session was held and the proposed legislation was presented.

This legislation is introduced to offer protection to public investments, maintain the intended and designed use of public places and to reduce the liability to the City of improper use. Recent improper use of the new Cannery Square has brought this issue to the surface again.

Background Discussion: Public places are intended for the use and enjoyment of all and are provided with considerable investment of public funds. It is important to provide for the protection of those investments, the maximum safety of all users and reduced liability for the City. Public places within the city are designed, built and intended for pedestrian focused activities and are not conducive to use of bicycles/unicycles, roller skates/blades, scooters and/or skateboards. Further, using these public places in a manner that is contrary to their design and intended use will cause unnecessary and expensive damage as well as increased liability for the City of Sherwood.

Alternatives: The Council could approve, approve with modifications or deny the staff recommendation.

Financial Implications: There will be minor costs associated with signage.

Findings: N/A

Recommendation: Staff recommends that the City Council hold a public hearing and determine whether to accept the staff recommendation and adopt the attached code or direct staff to make additional modifications to the proposed code based on additional information submitted. Staff also recommends that the City Council adopt the code through the emergency clause in order to make it effective immediately.

Attachments:
Exhibit 1-Municipal Code 12.12.235



ORDINANCE 2012-002

AN ORDINANCE AMENDING SECTION 12.12 OF THE MUNICIPAL CODE RELATING TO THE USE OF BICYCLES, UNICYCLES, ROLLER-SKATES, ROLLER-BLADES, SCOOTERS AND SKATEBOARDS IN PUBLIC PLACES

WHEREAS, public places and buildings are intended for the use of all, are provided with considerable investment of public funds, are designed, built and intended for pedestrian focused activities and are not conducive to the use of bicycles, unicycles, roller-skates, roller-blades, scooters or skateboards; and

WHEREAS, using public places and buildings in a manner that is contrary to their design and intended use will cause unnecessary and expensive damage as well as increased liability for the City and it is important to provide for the protection of those investments, the maximum safety of all users and to reduce the liability for the City; and

WHEREAS, the proposed amendment is added as section 12.12.235 in the streets, sidewalks and public places section of the Municipal Code; and

WHEREAS, the amendment prohibits the riding and use of bicycles, unicycles, roller-skates, roller-blades, scooters and skateboards in a public place that is within 30 feet of a public building or other public place where such activity is posted as prohibited and requires the City Manager or designee to insure proper signage is in place; and

WHEREAS, the proposed amendment specifies a penalty up to \$50 which will allow for specific processes and consequences to ensure compliance; and

WHEREAS, this is an existing and immediate issue that affects public places and public investments; and

WHEREAS, the proposed amendment was reviewed by the City Attorney for compliance and consistency with the Charter and applicable state regulations and found to be fully compliant; and

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

Section 1. Findings. After full and due consideration of the evidence presented, the Council finds that the text of the Sherwood Municipal Code shall be amended to regulate the riding and use of bicycles, unicycles, roller-skates, roller-blades, scooters and skateboards from specified public places; therefore, the Council adopts the amendments contained in attached Exhibit 1.

Section 2. Approval. The proposed amendment for the Municipal Code Amendment identified in the attached Exhibit 1, is hereby **APPROVED**.

Section 3 - Manager Authorized. The City Manager is hereby directed and authorized to take such action as may be necessary to document this amendment, including necessary updates to Chapter 12 of the Municipal Code in accordance with applicable City ordinances and regulations.

Section 4 - Effective Date. The City Council recognizes the immediate need and Declares an Emergency, making this ordinance effective upon adoption by utilizing the emergency clause by the City Council and approval by the Mayor.

Duly passed by the City Council this 17th day of January 2012.

Keith S. Mays, Mayor

ATTEST:

Sylvia Murphy, CMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Clark	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Henderson	_____	_____
Grant	_____	_____
Mays	_____	_____

12.12.235 Public Areas – Use of Bicycles, Unicycles, Roller Skates, Roller Blades, Scooters and Skateboards

- A. Definitions: As used in this section unless the context clearly indicates or requires a different meaning:
- a. Bicycle: Means a vehicle that has a seat or place for a seat for the use of a rider, is designed to travel with not more than two wheels in contact with the ground excluding training wheels and is propelled by any combination of human, gas or electric power.
 - b. Unicycle: Means any of various vehicles with a single wheel.
 - c. Roller-skates: Means a shoe with a set of wheels attached for skating or a metal frame with wheels attached that can be fitted to the sole of a shoe.
 - d. Roller-blades: Means any roller-skates or other shoes with protruding in line wheels or rollers.
 - e. Scooter: Means a vehicle consisting of a platform mounted between two wheels or more with an upright steering handle attached to the front wheel and powered by human, gas or electric power.
 - f. Skateboard: Means a narrow platform mounted over two or more sets of wheels steered by the rider's distribution of weight.
 - g. Public Place: Means any real property, right-of-way or other interest in real property that is owned or held by the City of Sherwood for public use, including parks and open squares.
- B. Except as provided in subsections D of this section, a person shall not ride or use any bicycle, unicycle, roller-skates, roller-blades, scooter or skateboard in a public place that is within 30 feet of a public building or other public place where such activity is posted as prohibited.
- C. The City Manager or the Manager's designee shall post a sign at those public places the Manager or designee deems necessary or appropriate indicating the area is a prohibited riding area.
- D. Nothing in this section is intended to prohibit a person from:
1. Lawfully riding a bicycle, unicycle, roller-skates, roller-blades, scooter or skateboard to and from a designated bike rack or storage facility designed for that purpose; or
 2. Riding or using a bicycle, unicycle, roller-skates, roller-blades, scooter or skateboard in any public place, park or greenway that is specifically designed for such use.
- E. Penalty: Notwithstanding SMC 12.12.250, a violation of subsection B of this section is subject to a penalty of not more than \$50.

Field House					
Monthly Report December 2011					
December-11	Dec-11		YTD		Dec-10
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	9	793	19	2183	964
Rentals	96	2496	464	9618	2106
Other (Classes)	1	5	1	5	6
[1] Day Use	8	55	45	265	117
Total Usage		3349		12071	3193
Income	Dec-11	YTD			
Rentals	\$5,508	\$22,283			
League fees (indoor)	\$7,690	\$34,850			
Card fees (indoor)	\$729	\$2,071			
Day Use	\$110	\$517			
Merchandise					
Snacks	\$606	\$1,944			
Classes		\$175			
Total	\$14,643	\$61,840			
FY 10 11					
Income	Dec-10	YTD			
Rentals	\$5,329	\$25,346			
League fees (indoor)	\$3,356	\$38,677			
Card fees (indoor)	\$239	\$2,269			
Day Use	\$231	\$512			
Merchandise					
Snacks	\$712	\$2,434			
Classes	\$210	\$1,085			
Total Income	\$10,077	\$70,323			

*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.

Active Rec happenings during the month of December 2011

Youth basketball held approximately 66 Recreational games in the Sherwood gyms the first two weeks of December. They also held 22 Classic games at SMS during the first two weeks.

The gyms were pretty much closed during the Christmas break but practices and games will resume starting January 4th

The youth basketball league will be holding tournaments the weekends of January 7th and (boys) and January 28th (girls).

Respectfully

Lance Gilgan

January 3, 2012

Sherwood Public Library – November 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	33,453	31,955	+5% (12% self-check)
Check in	25,029	24,093	+4%

- New Library cards 80
- Volunteer hours 262.25 hours (51 volunteers)

Monthly Activities

- Thirty-one Baby, Preschool and Toddler Storytimes (689 children/542 adults = 1231 total)
- Three Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- Four new Library Assistant I on-call staff begin training
- 11/02 WCCLS Teen Services Training (Pinn Crawford & Crystal Garcia attended)
- 11/03 Friends of the Library Meeting
- 11/04 Library Staff Meeting
- 11/06 Fall Cleaning Volunteer Event (28 volunteers participated)
- 11/15-16 RFID Vendor Demos @ WCCLS
- 11/30 Customer Service Excellence Training (Sue Decker attended)
- Library Closed on Veteran's Day (11/11) & Thanksgiving Holidays (11/24-25)
- Volunteer recruitment and training continues & new volunteers begin shifts
- Library staff attended various regional, City and WCCLS meetings: WUG, Circulation, Adult Services, Automated Materials Handling, Safety Committee & OLA Public Libraries Division Board