

RESOLUTION NO. 2247

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR VILLEBOIS SCHOOL SITE INFRASTRUCTURE BETWEEN CITY OF WILSONVILLE AND WEST LINN WILSONVILLE SCHOOL DISTRICT.

WHEREAS, ORS 190.010 provides that units of government may enter into agreements for performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the City of Wilsonville (City) and the West Linn Wilsonville School District (District) have previously planned and conferred regarding the residential growth of the City, now and into the future, and the need to plan for, construct, and operate, among other things, school facilities, recreation field facilities, and infrastructure facilities to serve such growth; and

WHEREAS, the City and District identified the need for a grade school within the northwest portion of Villebois Village Master plan area; and

WHEREAS, extending services to this site would not likely occur for several years, and in light of the critical need for classroom space and the economies of constructing a school closer to already-constructed infrastructure, the City and District wish to partner to re-site the grade school to the eastern portion of Villebois; and

WHEREAS, the City and District have negotiated a development agreement to effect the acquisition, design, and construction of the re-sited school as well as the public infrastructure elements necessary for school operations; and

WHEREAS, it is necessary for the City and District to execute and enter into an Intergovernmental Agreement in order to re-site the grade school; and


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

1. The City Manager of the City of Wilsonville is hereby authorized to execute on behalf of the City of Wilsonville an intergovernmental agreement with West Linn Wilsonville School District concerning Villebois School Site Infrastructure. A copy of the Intergovernmental Agreement is attached hereto as Exhibit A and incorporated herein by reference;
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 9th day of September, 2010, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp - Yes

Council President Kirk - Yes

Councilor Hurst - Yes

Councilor Núñez - Excused

Councilor Goddard - Yes

Exhibit A: IGA with West Linn-Wilsonville School District

**INTERGOVERNMENT COOPERATIVE AGREEMENT
FOR VILLEBOIS SCHOOL SITE INFRASTRUCTURE
BETWEEN CITY OF WILSONVILLE AND
WEST LINN WILSONVILLE SCHOOL DISTRICT**

A. WHEREAS, the City of Wilsonville (City), an Oregon municipal corporation, and the West Linn Wilsonville School District (District), an Oregon school district, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party, or its officers or agencies, have authority to perform; and

B. WHEREAS, City and District are authorized pursuant to ORS 280.150 to “jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and may issue bonds thereof”; and

C. WHEREAS, in the exercise of their respective duties and powers, the City and District have previously planned and conferred regarding the residential growth of the City, now and into the future, and the need to plan for, construct, and operate, among other things, school facilities, recreation field facilities, and infrastructure facilities to serve such growth; and

D. WHEREAS, in the exercise of its duties and powers, the City has planned, provided infrastructure for, and regulated the initial development of the Villebois Village, a planned unit residential development with mixed commercial use inclusive of approximately 2,600 residential units, pursuant to the duly adopted Villebois Village Master Plan; and

E. WHEREAS, as part of their respective duties and powers, and through conferring with each other, the City and District identified the need for an approximately 10-acre site for a grade school within the Villebois Village Master Plan; and

F. WHEREAS, the City and District originally determined that the grade school site should be located within the eastern portion of the Villebois development but, after consultation with land owners and developers, the grade school site was planned for the northwest section of the development and so placed in the adopted version of the Villebois Village Master Plan; and

G. WHEREAS, to meet the City’s needs for future recreation field facilities to accommodate growth, as defined in the Master Parks and Recreation Plan, and the District’s

needs for future schools, the City and District entered into negotiations whereby the City would acquire a 10-acre site in the northwestern section of Villebois and subsequently exchange it for a 10-acre portion of a 40-acre parcel of land owned by the District along Advance Road but just outside the Urban Growth Boundary (UGB), subject to, among other things, a master plan for developing the full 40-acre site, having the site come within the UGB or be designated as an Urban Reserve Area, and the new grade school site on the eastern side of Villebois shall be substituted for the northwest site in the aforementioned exchange for the Advance Road recreation field facilities; and

H. WHEREAS, the City, in cooperation with the City of Wilsonville Urban Renewal Agency (Agency) and in furtherance of the Agency's Westside Urban Renewal Plan, duly authorized and acquired the 10-acre site in the northwest portion of Villebois; also the City and District have cooperatively caused the Advance Road site to be recommended for inclusion within an Urban Reserve Area, which inclusion is scheduled for final determination in 2010; and

I. WHEREAS, the City and District intend to finalize the aforementioned exchange agreement in 2010 and as may be further modified in accordance with the agreement contained herein; and

J. WHEREAS, the City and District find the District has experienced an overcrowding at its Boones Ferry Primary School site, which is being used to serve the Villebois development and the approximately 1,000 residential units constructed to date, as well as other existing neighborhoods, and that the District voters have approved a bond that includes the funds to construct a new grade school at Villebois, with a scheduled opening in the fall of 2012, and with time being of the essence given increasing school overcrowding and the rules of arbitrage necessitating timely construction; and

K. WHEREAS, the City and District find that there has been a deep recessionary economic downturn over the last 12-18 months, which has received widespread public acknowledgement nationally, regionally, and locally, and which has produced severe adverse market conditions, especially in the new housing construction market; and

L. WHEREAS, the City and District find that the severe adverse market conditions have produced a severe slow down in new construction housing starts in the Villebois Village, as well as negatively affecting both private developments and the City's ability to finance and timely

construct infrastructure, of which approximately \$8 million is needed to serve the school site in northwest Villebois by 2012; and

M. WHEREAS, the City has duly undertaken review of the potential for re-siting the school site and has determined that re-siting the school site to the vicinity of the original site in the eastern portion of Villebois could save approximately \$4 million in infrastructure costs, that there are willing sellers for creating a 10-acre site in the eastern portion of Villebois, that the Villebois developers and the District are in accord with the relocation, that connecting the proposed new site with the existing roundabout at Barber Street will mitigate school traffic conflicts in the neighborhood and thereby satisfy the residential developer/potential property sellers' concerns while accommodating the school's transportation access needs for buses and parent drop offs, that the school can also accommodate after-hours community meeting usage, that there is funding available for appropriation by the City to acquire the parcels for the site but not for acquisition and funding of the extra capacity portion of necessary infrastructure to serve the site and the area; and

N. WHEREAS, the City and the District have historically benefited from the dual usage of school recreational fields and other school grounds serving the purpose of public parks; and

O. WHEREAS, the development of this site involves conversion of approximately 70 residential lots within a greater planned, but largely undeveloped, residential area of Villebois; therefore, the parties understand that development of the school site will require, as conditions for development approval, the provision of a perimeter road system, a connector road extension, storm drainage, a sewer trunk line and one extended sewer lateral, and water lines; and

P. WHEREAS, to the extent the infrastructure that is required for the District to be able to develop and serve the site also involves extra capacity to serve subsequent development, the District is entitled to reimbursement by such development or by the City, as the case may be; and

Q. WHEREAS, after conferring with the District, the City is prepared to acquire the necessary parcels for the new school site subject to cooperation between the City and District to obtain the necessary land use approvals for amending the Villebois Master Plan, and for subdividing and platting in order to develop the site for a school, playfield, associated facilities, and infrastructure; and

R. WHEREAS, the terms "costs for construction" or "infrastructure costs" for streets and/or sewer, water, storm drainage, and pocket park used herein shall be intended to include

both soft costs, such as design, engineering, permitting, inspection, management of construction, legal, bonding, and like costs, and hard costs, such as material, labor, contingency, overhead, and like costs, except as may otherwise be set forth; and

S. WHEREAS, the District has conferred with the City and duly reviewed the aforementioned conditions recited above, and finds it has the authority to proceed in mutual aid of cooperatively advancing the development of education of its District's children through well planned and funded schools, future recreational facilities for use by its school age population, and the necessity of having adequate and timely infrastructure facilities provided to serve schools and recreation facilities, and that such cooperative agreement can be prudently structured for funding appropriation to aid each participating government entity in carrying out its duties and powers and to advance the public's interest; and

T. WHEREAS, due to the topography of the school site and the associated grading of the site, there is an economy of scale for the District to contract the construction of the infrastructure provided for herein, save and except for the Coffee Lake trunk sewer line, which will be designed and contracted for construction by the City;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:

1. The recitals above are included herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150.

2. Villebois Grade School Site.

2.1. Site Location and Description. The proposed site is approximately 10.46 acres, is of sufficient size to accommodate a grade school building, parking, bus service, playgrounds, and associated facilities. The site is located within a residential area to be constructed, commonly referred to as Specific Area Plan (SAP) East, Villebois Village (Villebois), and the site is more particularly described in Exhibit A, attached hereto and incorporated by reference herein.

2.2. Streets Bordering the Site. The site will be bordered by proposed residential streets planned for SAP East, namely: Lisbon Street on its southerly property line; Geneva Loop and St. Moritz Loop, and their intersection, along the westerly property line; the southerly portion of Carinthia Circle, from its intersection with St. Moritz Loop to its intersection with Denmark Street, and Denmark Street, from its intersection with Courtenay Loop N & S,

along the northerly property line; and Courtenay Loop S, from its intersection with Denmark Street to the intersection with Serenity Way, the intersection with Serenity Way, and Serenity Way, along the easterly property line. Major access to the school site will be from the Brown Road extension running northerly from the traffic roundabout on Barber Street to and including the intersection with Lisbon Street. A map generally depicting the site location and the aforementioned streets and intersections is marked as Exhibit B, attached hereto and incorporated by reference herein.

3. Street Infrastructure.

3.1. Residential Streets. Residential streets to serve and benefit residential development must meet City street standards and are the responsibility of the developer to construct and bear the expense for same. When a residential street serves separate developments on each side of the street, then each developer is responsible for 50% of the street costs or such applicable pro rata share if there is more than one benefitting developer on each side of the street. One of the methods available to ensure the first-in developer who builds the street is fairly reimbursed is through the formation of a Street Reimbursement District, pursuant to W.C. 3.116.

3.2. District as Developer; Estimate Costs. The parties agree that the site for the grade school will be removing approximately 70 residential building lots, that the school site will stand in place of a residential developer, and that, as a first-in developer, the District would be responsible for construction and payment for the aforementioned residential streets, but that there are planned residential lots or parks that border each of the aforementioned streets directly across from the school site. Thus, the District would be responsible for their share of the costs, their half of the street/right-of-way improvements plus generally 50% of the costs of underground utilities, and the across-the-street benefitting developer(s) would be responsible for the remaining balance of the costs and final completion of the streets. The cost responsibilities are set forth below.

3.2.1. Lisbon Street: At the southern edge of the school site, Lisbon Street is constructed. Modifications to Lisbon appear to be necessary in the approximate amount of \$123,560. This cost will be 100% borne by the District, and the District shall be responsible for construction.

3.2.2. Serenity Way and Courtenay Loop: At the eastern edge of the school site, Serenity Way and Courtenay Loop will be constructed from Lisbon Street to Denmark Street

approximately 20 feet wide, in order to safely accommodate the proposed number of one-way vehicle trips. The estimated cost of these streets is \$469,932. The District is responsible for 16 feet of street improvements (one-half of the full 32-foot wide street) plus near-side landscaping and sidewalk; it is estimated that 20% of the street costs (the far four feet) plus 50% of the water and storm lines would benefit other property owners and entitles the District to reimbursement, which is estimated at \$95,481.

3.2.3. Geneva Loop: At the western edge of the school site, this street will be constructed 32 feet wide, from Lisbon Street to St. Moritz Loop. It shall be constructed by the District, together with integrated utilities, at an estimated cost of \$243,875. It is estimated that the District would be entitled to reimbursement for the far 16 feet of street improvements plus 50% of the water line, which is estimated at \$63,675.

3.2.4. St. Moritz Loop: At the western edge of the school site, St. Moritz Loop runs from Geneva Loop to Carinthia Circle. A 26-foot street improvement is to be constructed by the District, along with an extension connecting to the spur off of 110th Avenue. It is estimated the cost of this street improvement is \$321,696. It is estimated that the far 10 feet of street improvements plus 50% of the water, sanitary and storm lines would benefit other property owners and entitles the District to reimbursement, which is estimated at \$79,320.

3.2.4.1 St. Moritz Loop "Spur" Connection: Also to be constructed by the District is an extension of St. Moritz Loop connecting to the spur off of 110th Avenue. This street extension will be approximately 20 feet wide, and the estimated cost thereof is \$37,625. Because this street is being constructed as a temporary connection and it will need to be completely re-constructed with subdivision development, the only reimbursement the District is entitled to is the cost of the street lights, which is estimated at \$7,000.

3.2.5. Southern Portion of Carinthia Circle: This street is located at the northern edge of the school site. The District is responsible for the cost of the full (*i.e.*, 26-foot) street improvement. It is estimated that the cost for this street improvement is \$452,120. It is estimated that 50% of the street costs, including water and storm lines, and 100% of the sanitary line would benefit other property owners and entitles the District to reimbursement, which is estimated at \$174,520.

3.2.6. Denmark Street: This street is located at the northeast corner of the school site. This street will be a partial build-out to 20 feet (one-way traffic and parallel parking). It is

estimated that the cost for this street improvement is \$230,160. The District is responsible for 16 feet of street improvements (one-half of the full 32-foot wide street) plus near-side landscaping and sidewalk; it is estimated that 20% of the street costs (the far four feet) plus 50% of the water and storm lines and 100% of the sanitary line would benefit other property owners and entitles the District to reimbursement, which is estimated at \$81,546.

3.2.7. Brown Road Improvements: As an extension of the main collector street to serve the school site from the south, the Barber Street/Brown Road roundabout will be modified to extend Brown Road approximately 200 feet by 50 feet wide, at a cost of \$160,160. Because the road extension will benefit other properties, the District will be entitled to reimbursement of 50% of this cost, which is estimated to be \$80,080.

3.2.7.1 Brown Road Lots: The road improvements in 3.2.7 above are expected to require purchase of two lots at an estimated total cost of \$200,000. The District will purchase the lots and convey them to the City or will advance the purchase cost to the City, but the District will be entitled to reimbursement of 50% of this cost, which is estimated to be \$100,000.

4. Sewer Line Improvements.

4.1. Coffee Lake Sewer Line. In order to properly serve this site and the greater area within which the site sits, a portion of the Coffee Lake Sewer Line, a 15" trunk line, must be constructed. The City and/or developers will design and construct this sewer line. The District is only responsible for its pro rata share of the costs of construction of the Coffee Lake Sewer Line, calculated at 24%; that is, from a point south of Barber Street to the southerly property line of the Bischof/Lund property. The estimated cost of the District's portion of the Coffee Lake Sewer Line is \$134,880. The City has determined that there is other funding available for any extra capacity costs associated with these lines.

4.2. Lateral Sewer Line. In order to connect the school site to the Coffee Lake Sewer Line, the District will construct a Lateral Sewer Line from a point in the Coffee Lake Sewer Line near the future intersection of Coffee Lake Drive and Denmark Street to the furthest intersection of Carinthia Circle and St. Moritz Loop. However, the District could have tied into a lateral extending from the site to a manhole at Denmark and Courtenay; but future development to the east and north would have to reconstruct road surfaces adjacent to the school to extend the sewer line. Offsite improvements in Denmark Street from Coffee Lake Drive to Courtenay are estimated to cost \$37,500. Because the Lateral Sewer Line will be sized to serve

other properties, the District will be entitled to reimbursement pro rata in the estimated sum of \$18,750. The remaining segments extension to serve the other property owners is estimated at \$100,000 but is included in the overall cost of Carinthia Circle at \$62,500 and the continuation in Denmark from Courtenay is \$37,500, and each is included in the street costs set forth in paragraphs 3.2.5 and 3.2.6 above and are included in the reimbursement costs for each street.

4.3. Sewer Line Locations. The general location of the Coffee Lake Sewer Line (*see* 4.1) and Lateral Sewer Line (*see* 4.2) are set forth in Exhibit C, attached hereto and incorporated by reference herein.

5. Water Line Improvements. The water main line to serve the school is constructed within Lisbon Street. Therefore, the District's cost shall be that for connecting its lateral(s) into the main line and such meter and typical incidental matters associated with such connection(s). By adding T's, crossings, and extra valves to this looping water line, adjacent properties will benefit by not having to construct separate water lines. Therefore, the full cost of the T's, crossings, and extra valves, together with 50% of the cost of looping the line, shall be eligible for reimbursement. This cost to be borne by the District is included in the roadway estimated costs in 3.2.1 through 3.2.7. In addition, the District will provide fire protection service surrounding its school location as part of its on-site construction development costs.

6. Actual Costs and Reimbursements for Street and Sewerage Improvements.

6.1. True-Up to Actual Costs. The parties recognize that the aforementioned costs are estimates only. Exhibit D, attached hereto and incorporated herein, provides in chart form a comprehensive guide to the engineering assumptions, estimates of infrastructure costs, reimbursement projections, and fees. The actual costs incurred and known at the time of the completion of construction contracts shall be substituted for the estimates for the purposes of payment and reimbursement as required herein. The costs shall be subject to true-up to actual payments, inclusive of any additions or subtractions made to the full payment for each construction contract.

6.2. Formation of Street and Utility Reimbursement District. The parties agree that a Street and Utility Reimbursement District shall be formed pursuant to W.C. 3.116. Based on the estimated reimbursement sums set forth hereinabove, the District will receive reimbursement payments totaling approximately \$741,085.97. The costs for reimbursement shall include the contract construction costs for the utilities to be reimbursed together with a per

annum simple interest rate upon the unpaid reimbursable contract construction costs equal to 4.5% (0.069610% less than the District's 2009 GO Bond interest) commencing upon the formation of the reimbursement district, which shall be no later than 3 months from the contract completion and acceptance by the City pursuant to WC 3.116(7). The City agrees that, to the extent any reimbursement has not been paid to the District by the end of the term of reimbursement district (10 years), the City shall pay to the District the balance of any reimbursement owed, and the District shall assign its interest in such reimbursement owed by other developers to the City in consideration of such payment.

7. Pocket Park Included on School Site. In recognition of the fact that the school site includes a pocket park planned by the City, the District agrees to build, own, and maintain a pocket park available for public usage on the western side of the school site. In exchange, the City agrees to recognize and equitably provide credits against systems development charges for parks on this project in favor of the District.

8. Fees and Charges (SDC).

8.1. Systems Development Charges (SDCs). The following SDCs have been estimated by the City to be incurred by the District:

Streets	\$384,400
Parks, net of pocket park	\$ 72,259
Water	\$ 70,962
Sewer	\$ 87,240
Storm	<u>\$ 23,000</u>
	\$637,861

8.2. Planning, Building Fees, and Public Utility Permit Fees. The following planning and building fees have been estimated by the City to be incurred by the District:

Planning	\$ 20,000
Building Permits	\$174,530
Public Utility Fees for	
District constructed streets	<u>\$ 70,000</u>
	\$264,530

9. Master Plan Fees.

9.1. Villebois Master Plan Fees Owed. The aforesaid Development Agreement also provided for repayment to the Master Planner and to the City of a master planning fee of \$900 per single family residential lot upon the issuance of a building permit. The District agrees.

to pay \$900 per each of the 70 displaced home sites, totaling \$63,000, to compensate for the efforts of master planning at the time the District secures its building permit.

9.2. Master Planning Services Fees. Due to the complex nature of developing in Villebois and the need for master planning coordination with other developers and amending the existing Master Plan, the City is willing to provide Villebois master planning services to the District, and the District is willing to have the City provide such services, at a total cost not to exceed \$100,000. The City agrees to provide to the District periodic billing statements accounting for these services, and payment will be due within 90 days thereof.

10. Stormwater. The cost for stormwater management associated with the aforementioned streets to be constructed is included in the above estimated costs for the streets. On-site stormwater management shall be the responsibility and cost of the District.

11. Dry Utilities. The cost for providing dry utilities to serve the site, inclusive of any undergrounding, whether in the City's right of way or not, is the responsibility of the District. Dry utilities means the conduit, cable, wire, pipe, or other materials used for the transmission of electricity, fuel, natural gas, or communications that are owned, operated, and/or maintained by a private company or other public utility agency or district (i.e., utilities not owned by the City).

12. Land Use Approvals. The District and City shall work cooperatively to determine the necessary land use development approvals necessary to obtain and the respective approval requirements to be submitted. The City agrees to expeditiously review the submittals for completeness and to make its recommendations accordingly to the respective approval bodies.

13. Site Feasibility and Due Diligence. To determine initial feasibility to place the site within the residential area and what roads would be necessary to minimize bus and parent travel to and from the site, the District requested the City to manage this process and the necessary consultants to provide traffic and siting expertise. The total of such costs to be reimbursed to the City shall not exceed \$100,000. The City agrees to provide to the District periodic billing statements accounting for these services, and payment will be due within 90 days thereof.

14. Miscellaneous.

14.1. Further Assurances. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things

reasonably necessary in connection with the performance of its obligations hereunder, in good faith to carry out the intent of the parties hereto.

14.2. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

14.3. Burden and Benefit; Assignment. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

14.4. No Continuing Waiver. The waiver by either party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

14.5. Applicable Law. This Agreement shall be interpreted under the laws of the State of Oregon.

14.6. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

14.7. Notices. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: Michael E. Kohlhoff
City Attorney
City of Wilsonville
29799 SW Town Center Loop E.
Wilsonville OR 97070

To District: West Linn Wilsonville School District

14.8. Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.10. No Third Party Beneficiaries. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

14.11. Dispute Resolution.

14.11.1 Mediation. All disputes arising out of this Agreement, save and except for acquisition of property subject to eminent domain, shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within twenty (20) days from the date of the Request to Mediate or such longer time frame as may be agreed upon in writing by the parties, then either party may make demand for arbitration pursuant to the following paragraph.

14.11.2 Arbitration. Any dispute arising under this Agreement, save and except for acquisition of property subject to eminent domain, and which is not resolved through mediation, may be submitted by either party to arbitration conducted in Portland, Oregon before a single arbitrator selected by mutual agreement of the parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the parties are unable to mutually select an arbitrator within 20 days, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. Judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this _____ day of _____, 2010.

WEST LINN WILSONVILLE
SCHOOL DISTRICT

CITY OF WILSONVILLE

By: _____
Dr. Roger Woehl
Its: Superintendent

By: _____
Arlene Loble
Its: City Manager

Approved as to form:

Approved as to form:

Peter R. Mersereau, OSB #732028
District's Attorney

Michael E. Kohlhoff, OSB #690940
City Attorney

LEGAL DESCRIPTION
PROPOSED SCHOOL SITE - PARCEL 2
VILLEBOIS - CITY OF WILSONVILLE
WEST LINN - WILSONVILLE SCHOOL DISTRICT

#6788
7/14/10 MAR

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "CC", "LEGEND AT VILLEBOIS", A SUBDIVISION PLAT OF RECORD (NO. 4101) IN SAID CLACKAMAS COUNTY; THENCE N.01°27'35"E., 49.24 FEET; THENCE 167.84 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°47'33" (THE LONG CHORD BEARS N.21°26'11"W., 163.41 FEET); THENCE N.44°19'57"W., 54.77 FEET; THENCE 23.57 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°02'16" (THE LONG CHORD BEARS N.00°41'10"E., 21.22 FEET); THENCE N.45°42'19"E., 61.74 FEET; THENCE 177.23 FEET ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°14'44" (THE LONG CHORD BEARS N.23°34'57"E., 172.86 FEET); THENCE N.01°27'35"E., 83.02 FEET; THENCE 23.60 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°07'48" (THE LONG CHORD BEARS N.46°31'29"E., 21.24 FEET); THENCE S.88°24'37"E., 232.84 FEET; THENCE 176.69 FEET ALONG THE ARC OF A 121.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°40'04" (THE LONG CHORD BEARS N.49°45'21"E., 161.41 FEET); THENCE 21.90 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83°40'03" (THE LONG CHORD BEARS N.49°45'23"E., 20.01 FEET); THENCE S.88°24'37"E., 65.01 FEET; THENCE 146.61 FEET ALONG THE ARC OF A 779.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°46'33" (THE LONG CHORD BEARS N.86°12'07"E., 146.39 FEET); THENCE 26.12 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 99°45'02" (THE LONG CHORD BEARS S.49°18'39"E., 22.94 FEET); THENCE S.00°33'52"W., 108.59 FEET; THENCE 243.72 FEET ALONG THE ARC OF A 212.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 65°42'44" (THE LONG CHORD BEARS S.32°17'30"E., 230.58 FEET); THENCE 21.17 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°52'03" (THE LONG CHORD BEARS S.24°42'51"E., 19.46 FEET); THENCE S.15°43'11"W., 7.70 FEET; THENCE 52.89 FEET ALONG THE ARC OF A 212.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°15'36" (THE LONG CHORD BEARS S.08°35'23"W., 52.75 FEET); THENCE S.01°27'35"W., 307.56 FEET; THENCE 23.31 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°01'14" (THE LONG CHORD BEARS S.45°58'12"W., 21.03 FEET), TO THE NORTH RIGHT-OF-WAY LINE OF LISBON STREET (27.50 FEET FROM CENTERLINE) THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: N.89°31'11"W., 168.02 FEET; THENCE N.88°31'58"W., 94.76 FEET; THENCE N.01°27'35"E., 25.93 FEET; THENCE N.88°57'33"W., 467.09 FEET; THENCE 2.28 FEET ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°18'48" (THE LONG CHORD BEARS N.89°08'57"W., 2.28 FEET) TO THE POINT-OF-BEGINNING, CONTAINING 455,461 SQUARE FEET (10.46 ACRES) MORE OR LESS.

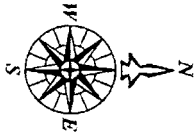
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael A. Rademacher

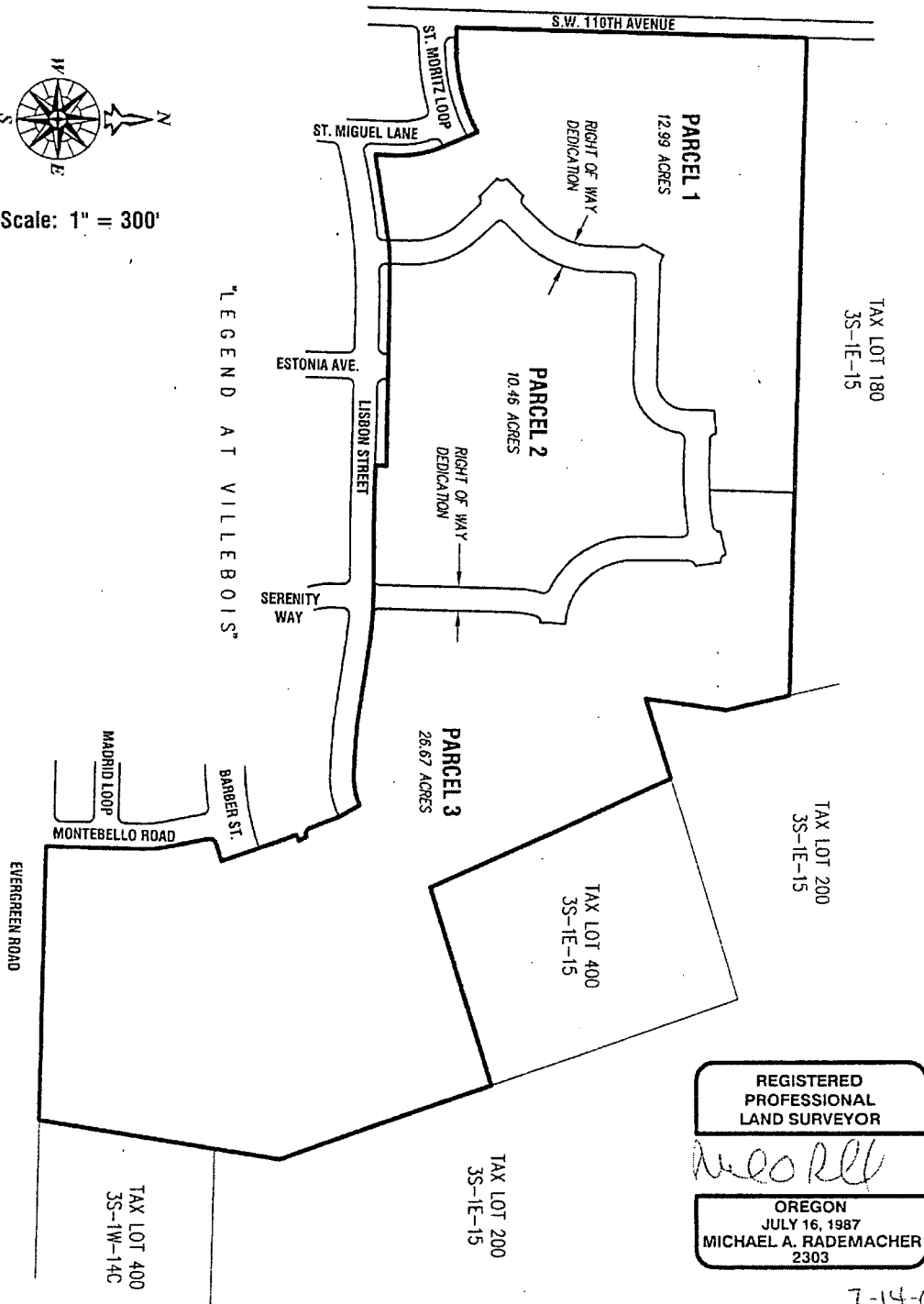
OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 7-14-10

EXPIRES: 12/31/2010



Scale: 1" = 300'



REGISTERED PROFESSIONAL LAND SURVEYOR

Michael A. Rademacher

OREGON
 JULY 16, 1987
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COMPASS ENGINEERING
 ENGINEERING SURVEYING PLANNING
 4105 S.E. INTERNATIONAL WAY, SUITE 501
 MILWAUKIE, OREGON 503.653.9093

PROPOSED ZONE CHANGE
 CLACKAMAS COUNTY
 CITY OF WILSONVILLE



SAP E School Site

1/11/10

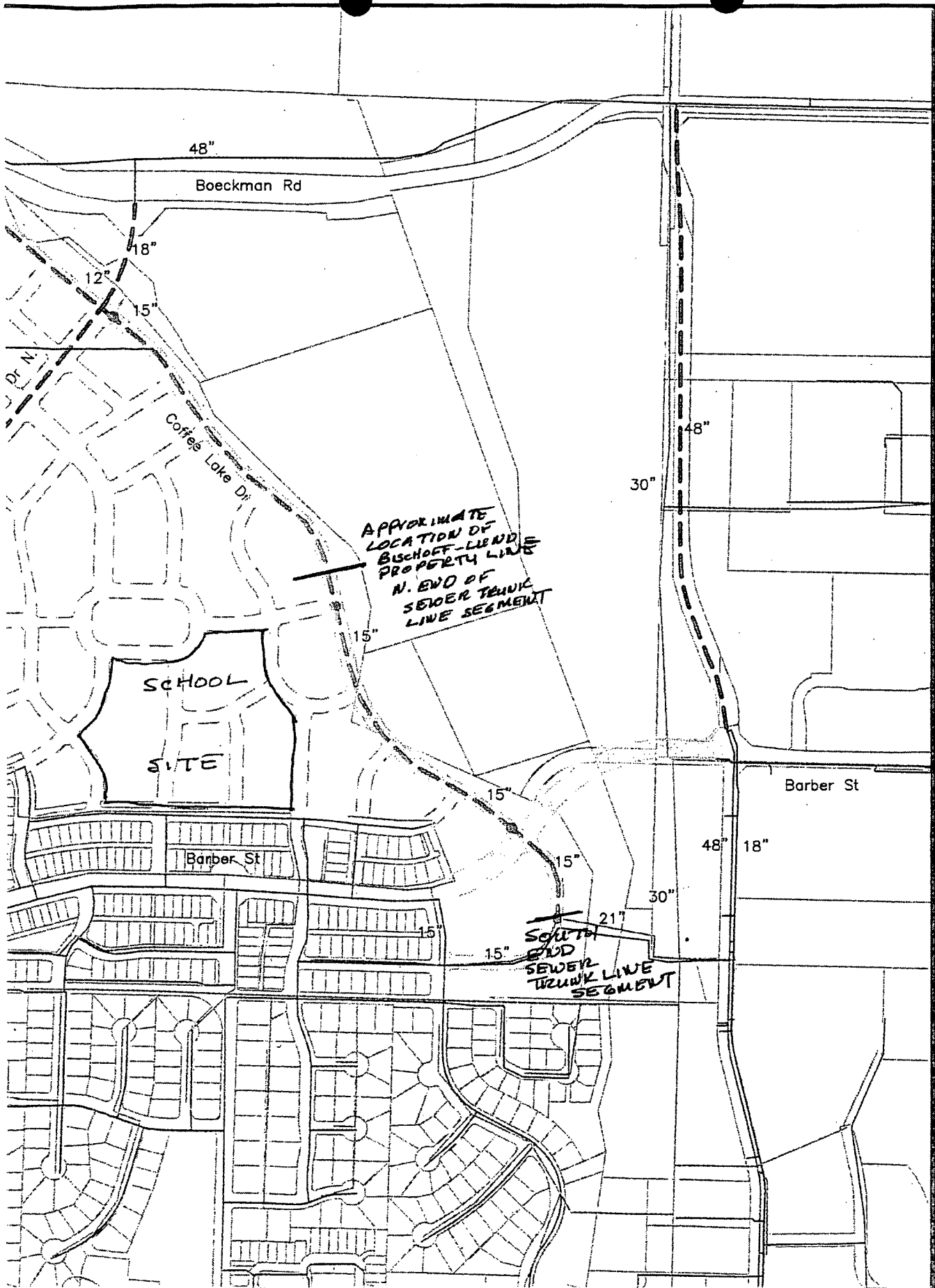
SCALE: N.T.S.

DRAWN BY: SJ

CITY OF WILSONVILLE



Engineering Division



WN BY: SJ

CITY OF WILSONVILLE



Engineering Division

SITE 'B'
VILLEBOIS CONCEPT OFFSITE CIVIL ESTIMATE

ITEM	WORK ITEM DESCRIPTION	SUBTOTALS	CONCEPT ESTIMATE 2010	ESTIMATED REIMBURSABLE	LAND OWNER
	Development of Typical 100' Long x 24' Wide Street Section				
	(1) Topsoil Removal, Erosion Control, Rough Grading, SG Prep 2400 sf @ 1.50/sf	\$3,600.00			
	(2) Subgrade Compaction, Fine Grading 2400 sf @ 0.35/sf	\$840.00			
	(3) Base Rock - 12" Thick 2400 sf @ 2.25/sf	\$5,400.00			
	(4) AC Paving - 4.5" Thick 2400 sf @ 2.50/sf	\$6,000.00			
	Subtotal, AC & Base only (per square foot) =	\$6.60			
	Estimating & Construction Contingencies (20%)	\$1.32			
	Mark-Ups (10%)	\$0.66			
	Typical Street Cost, AC & Base only (per square foot) =	\$8.58			
	(5) Curbing 100 lf @ 15.00/sf	\$1,500.00			
	(6) Curb Cuts, Driveways, etc. 2 ea @ 750/ea	\$1,500.00			
	(7) Sidewalks - 5' wide 500 sf @ 6.00/sf	\$3,000.00			
	(8) ADA Ramps 1 ea @ 750.00/ea	\$750.00			
	(9) Storm Drain Planter (6' wide x 20' long) 1 ea @ 4500.00/ea	\$4,500.00			
	(10) Signage, Striping, etc. 1 ls @ 500.00	\$500.00			
	(11) Topsoil Replacement, Landscaping, Street Trees 600 sf @ 1.75/sf	\$1,050.00			
	(12) Street Lighting 1 ls @ 3500.00 - included as individual item				
	Subtotal	\$28,640.00			
	(13) Estimating & Construction Contingencies (20%)	\$5,728.00			
	(14) Mark-Ups (10%)	<u>\$2,864.00</u>			
	Total	\$37,232.00			
	Typical Street Development Unit Cost (per square foot) =	\$10.34			
	Typical Utility Development				
	(1) Storm Sewer @ 125.00/lf	\$125.00			
	(2) Sanitary Sewer @ 125.00/lf	\$125.00			
	(3) Water Utility @ 100.00/lf	\$100.00			
	(4) Public Utilities @ 200.00/lf	\$200.00			
	Typical Other Utility Systems				
	(1) Bioswales @ 100.00/lf	\$100.00			
	(2) Street Lighting @ 40.00/lf	\$40.00			
	(3) Green Street Planters @ 25.00/lf	\$25.00			

SITE 'B'
VILLEBOIS CONCEPT OFFSITE CIVIL ESTIMATE

ITEM	WORK ITEM DESCRIPTION	SUBTOTALS	CONCEPT ESTIMATE 2010	ESTIMATED REIMBURSABLE	LAND OWNER
1	LISBON STREET				
	Miscellaneous Curb Cuts, Driveways, Sidewalks, Landscaping				
	Street Development = 800' long x 12' wide = 9,600 sf Street Development Cost = 9,600 sf x 10.00/sf	\$96,000.00			
	Street Lighting = 800' @ 40.00/lf - existing Sidewalk - 3-ft extra width, 420-ft long = 1260 sf @ 6.00/sf Green Street Planters = 800' @ 25.00/lf	\$7,560.00 \$20,000.00	\$123,560.00	-	-
2	SERENITY WAY & COURTENAY LOOP				
	Single One-Way Lane / No Parking = 20' wide Street Dev. = (510' + 400' long) x (20' + 10' wide) = 27,300 sf Street Development Cost = 27,300 sf @ 10.34/sf	\$282,282.00		\$31,231.20	
	Water Line = 910' @ 100.00/lf	\$91,000.00		\$45,500.00	
	Storm Line = 300' @ 125.00/lf	\$37,500.00		\$18,750.00	
	Street Lighting = 910' @ 40.00/lf	\$36,400.00			
	Green Street Planters = 910' @ 25.00/lf	\$22,750.00	\$469,932.00		
					Wachovia \$95,481.20
3	GENEVA LOOP				
	Full Width Development = 32' Wide Street Width Street Development = 340' long x (32' + 10' wide) = 14,280 sf Street Development Cost = 14,280 sf @ 10.34/sf	\$147,655.00		\$46,675.20	
	Sidewalk - 3-ft extra width, 340-ft long = 1020 sf @ 6.00/sf	\$6,120.00			
	Storm Utility = 340' @ 125.00/lf				
	Storm Uphill Swale = 340' @ 100.00/lf	\$34,000.00			
	Water Line = 340' @ 100.00/lf	\$34,000.00		\$17,000.00	
	Franchise Utilities = 340' @ 200.00/lf				
	Street Lighting = 340' @ 40.00/lf Green Street Planters = 340' @ 25.00/lf	\$13,600.00 \$8,500.00	\$243,875.00		Fasano \$63,675.20
4	ST. MORITZ LOOP				
	Three Quarter Development = 18' + 8' = 26' Wide Street Width Street Development = (400' long) x (26' + 10' wide) = 14,400 sf Street Development Cost = 14,400 sf @ 10.34/sf	\$148,896.00		\$34,320.00	
	Sidewalk - 7-ft extra width, 400-ft long = 2800 sf @ 6.00/sf	\$16,800.00			
	Storm Utility = 400' @ 125.00/lf	\$50,000.00		\$25,000.00	
	Storm Uphill Swale = 400' @ 100.00/lf	\$40,000.00			
	Water Line = 400' @ 100.00/lf	\$40,000.00		\$20,000.00	
	Franchise Utilities = 400' @ 200.00/lf				
	Street Lighting = 400' @ 40.00/lf Green Street Planters = 400' @ 25.00/lf	\$16,000.00 \$10,000.00	\$321,696.00		Fasano \$79,320.00
5	ST. MORITZ SPUR, 3" AC				
	Three Quarter Development = 32' Wide Street Width Street Development = 175' long x (25' wide) = 4,375 sf Street Development Cost = 4,375 sf @ 6.20/sf	\$27,125.00			
	Storm Swale = 350' @ 10.00/lf	\$3,500.00			
	Street Lighting = 175' @ 40.00/lf	\$7,000.00	\$37,625.00	\$7,000.00	Fasano \$7,000.00
6	CARINTHIA CIRCLE				
	Three Quarter Development = 18' + 8' = 26' Wide Street Width Street Development = (500' long) x (26' + 10' wide) = 18,000 sf Street Development Cost = 18,000 sf @ 10.34/sf	\$186,120.00		\$55,770.00	
	Sidewalk - 7-ft extra width, 500-ft long = 3500 sf @ 6.00/sf	\$21,000.00			
	Storm Utility = 500' @ 125.00/lf	\$62,500.00		\$31,250.00	
	Storm Uphill Swale = 500' @ 100.00/lf	\$50,000.00			
	Water Line = 500' @ 100.00/lf	\$50,000.00		\$25,000.00	
	Sanitary Line = 500' @ 125.00/lf	\$62,500.00		\$62,500.00	
	Franchise Utilities = 500' @ 200.00/lf				
	Street Lighting = 500' @ 40.00/lf	\$20,000.00	\$452,120.00		Wachovia 50% \$87,260.00 Fasano 50% \$87,260.00

SITE 'B'
VILLEBOIS CONCEPT OFFSITE CIVIL ESTIMATE

ITEM	WORK ITEM DESCRIPTION	SUBTOTALS	CONCEPT ESTIMATE 2010	ESTIMATED REIMBURSABLE	LAND OWNER
7	DENMARK STREET Single One-Way Lane / No Parking = 20' wide Street Development = (300' long) x (20' + 10' wide) = 9,000 sf Street Development Cost = 9,000 sf @ 10.34/sf Sidewalk - 7-ft extra width, 300-ft long = 2100 sf @ 6.00/sf Water Line = 300' @ 100.00/lf Sanitary Line = 300' @ 125.00/lf Storm Line = 300' @ 125.00/lf Street Lighting = 300' @ 40.00/lf Green Street Planters = 300' @ 25.00/lf	\$93,060.00 \$12,600.00 \$30,000.00 \$37,500.00 \$37,500.00 \$12,000.00 \$7,500.00	\$230,160.00	\$10,296.00 \$15,000.00 \$37,500.00 \$18,750.00	Wachovia \$81,546.00
8	BROWN ROAD EXTENSION Full Street Development, 200' Long x 36' Wide Street Dev. =(200' long x (36' + 14' + 10' + 10' wide) = 14,000 sf Street Development Cost = 14,000 sf @ 10.34/sf Sidewalk - 2-ft extra width, 200-ft long = 400 sf @ 6.00/sf Street Lighting = 200' @ 40.00/lf Green Street Planters = 200' @ 25.00/lf	\$144,760.00 \$2,400.00 \$8,000.00 \$5,000.00	\$160,160.00	\$80,080.00	Matrix/City \$80,080.00
9	BROWN ROAD - PURCHASE LOTS Purchase Lots for Extension = 2 Lots @ \$100,000	\$200,000.00	\$200,000.00	\$100,000.00	Matrix/City \$100,000.00
10	COFFEE LAKE SEWER LINE Sewer Trunk Line Construction; WL-WV SD = 24% Lateral to NE Corner of School Site = 300' long @ 125.00/lf	\$562,000.00 \$37,500.00	WL-WV SD \$134,880.00 \$37,500.00	\$18,750.00	Wachovia \$18,750.00
11	WATER LINE CONNECTIONS Connections / Hydrants to Existing Water Lines	\$50,000.00	\$50,000.00		
12	SDC's Streets Parks - net of pocket park Water Sewer Storm	\$384,400.00 \$72,259.00 \$70,962.00 \$87,240.00 \$23,000.00	\$637,861.00		
13	PERMIT FEES Planning Building Right-of-Way Engineering - 7%	\$20,000.00 \$174,530.00 \$70,000.00 \$146,238.96	\$264,530.00 \$146,238.96	\$40,713.57	
14	MASTER PLAN FEES Villebois Master Plan Fee	\$63,000.00	\$63,000.00		
15	MASTER PLAN SERVICE FEE Master Plan Service Fee	\$100,000.00	\$100,000.00		
16	DRY UTILITIES (Not included in Street Development)	\$248,000.00	\$248,000.00		
17	SITE ACQUISITION Site Feasibility / Acquisition	\$100,000.00	\$100,000.00		
			\$4,021,137.96	\$741,085.97	

VB - Coffee Lake Drive Sanitary Sewer Usage

Dec. 2010

Area	Total Flow - gpm	Total Area - ac	Flow - gpm					By Acreage	
			VB Central	VB East	VB North	VB South	City	Others	City
Area 4	89.42	33.58							
resid.	69.90	23.58			69.90			23.58	
old school site		10.00			29.60			10.00	
Area 5	213.79	69.31						69.31	
Area 5A	65.04	14.03	65.04						
Area 5B	70.51	29.47			70.51				
Area 5C	78.24	25.81		78.24					
Area 6	32.22	8.47		32.22				8.47	
Area 7	122.53	42.43							
Area 7A	7.85	2.94				7.85		2.94	
Area 7B	114.68	28.15		77.31				28.15	
school	19.52	11.34					27.09		11.34
UPA 3	488.00	145.00					488.00		145.00
		298.79							
Responsible Party :			Villebois LLC	Matrix	West Hills	West Hills	City		
Total flow:			65.04	187.77	170.01	7.85	515.09	142.45	156.34
Percentage of Total Flow:			6.88%	19.85%	0.18	0.83%	54.46%	47.68%	52.32%
					West Hills total:	18.81%			

VB School Site will eliminate approximately 70 homesites, or about 1/3 of the 209 that were used to calculate the initial flow rate for Area 7B.

Total Flow (gpm) = 945.76
Flow from East School Site, Area 7 (gpm) = 112.25 **School percentage = 24.13%**
Flow from East School Site (gpm) = 27.09 **School % of total flow = 2.86%**

Residential = 213 g/d/unit
 Peaking factor of 3 was used for all areas.
 I&I = 800 g/d/acre

VB LLC Calcs				
2/6/2009		6.90%	23.70%	14.00% 54.90%
gal/day/unit	213.00			
gpm/unit	0.15			
Villebois w/out PF				
total res gpm	457.96			
	1032.02 res. Units			
UPA 3 without PF				
	160815.00 gpd residential			
	755.00 res. units			
	1787.02			

Coffee Lake Drive Sanitary Sewer Line

66.28%

NEI Estimates

	Unit	Original QTY	To Bishop QTY	Bid Unit	Bid Total	To Bishop Bid Total
1 Mobilization	LS	1	1	\$10,195.20	\$10,195	\$10,195
2 Gravel Construction Entrance	EA	1	1	\$1,237.00	\$1,237	\$1,237
3 Silt Fence	LF	4200	2784	\$1.90	\$7,980	\$5,289
4 Straw Mulch	AC	4	2.65	\$1,281.00	\$5,124	\$3,396
5 Tree Protection Fencing	LF	1000	1000	\$4.40	\$4,400	\$4,400
6 Clearing	LS	1	0.66	\$9,715.20	\$9,715	\$6,439
7 Strip Sanitary and Access Road Alignment, Dispose Offsite	CY	2720	1803	\$17.70	\$48,144	\$31,911
8 4-Foot Depth Subgrade Stabilization Sta 10+25 to Sta 18+50, per Geotech, Including Offhaul	CY	4224	4224	\$20.00	\$84,480	\$84,480
9 Imported Fill, Sta 10+00 to Sta 19+00 to Access Road Subgrade	CY	4850	4850	\$7.30	\$35,405	\$35,405
10 Stockpile Sanitary Sewer Spoils Onsite	CY	3018	2000	\$2.60	\$7,847	\$5,201
11 15" PVC C900 Sanitary Sewer with Granular Backfill	LF	2942	1950	\$51.90	\$152,690	
15" line priced out at 8" costs			1950	\$40.00		\$78,000
12 8" PVC C900 Sanitary Sewer with Granular Backfill	LF	792	0	\$40.00	\$31,680	\$0
13 Standard 48" Sanitary Manholes	EA	19	12	\$2,228.70	\$42,345	\$26,744
14 Connect to Existing Manhole	EA	1	1	\$1,650.00	\$1,650	\$1,650
15 12" RCP Drainage Culverts Under Access Road Fill to Drain Lowland	LF	150	150	\$33.10	\$4,965	\$4,965
16 10" Depth Gravel Access Road	SY	5550	3679	\$9.00	\$49,950	\$33,108
17 1110th Avenue Pavement Restoration	SF	150	0	\$13.20	\$1,980	\$0
18 Traffic Control LS 1 1,870.00 1,870.00	LS	1	0	\$1,870.00	\$1,870	\$0
TOTAL BASE BID					\$501,657	\$332,421
				Design & Management	25%	\$83,105
				Contingency	30%	\$99,726
				City Management	14%	\$46,539
						\$561,791