

RESOLUTION NO. 2248

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND PACIFIC NW PROPERTIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY FOR THE DEVELOPMENT OF A PORTION OF KINSMAN ROAD SOUTH.

WHEREAS, the City Council adopted Ordinance No. 678 and Resolution 2235, which amended the zone and approved development permits for property located at 9900 SW Wilsonville Road, to enable the development of the property by Pacific NW Properties, applicant, and

WHEREAS, a condition of the approvals is entry into a Development Agreement by the applicant and the city whereby cost sharing is provided for the planned extension of Kinsman Road South, the construction of which is required by the approvals, and

WHEREAS, the city and applicant have negotiated the terms of the development agreement and incorporated the extent of cost sharing conditioned in the approvals, and

WHEREAS, the terms of the proposed Development Agreement are in the public interest,

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

1. The Wilsonville City Council hereby approves the "Development Agreement between Pacific NW Properties and the City of Wilsonville, Oregon", attached hereto as Exhibit 1 and incorporated herein as fully set forth.
2. The Council hereby authorizes the City Manager to execute the Exhibit 1 Development Agreement on behalf of the City.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of August, 2010 and filed with the City Recorder this same date.


TIM KNAPP, MAYOR

ATTEST:


SANDRA C. KING, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Kirk	Abstain
Councilor Goddard	Yes
Councilor Núñez	Yes
Councilor Hurst	Yes

Attachments: Exhibit 1 - Development Agreement between Pacific NW Properties and the City of Wilsonville, Oregon

**DEVELOPMENT AGREEMENT BETWEEN PACIFIC NW PROPERTIES AND
THE CITY OF WILSONVILLE, OREGON**

This Development Agreement (this "Agreement"), dated as of the _____ day of _____, is made by and between Pacific NW Properties ("Developer") and the City of Wilsonville, an Oregon municipal corporation (the "City").

RECITALS

- A. Pacific NW Properties is developing the Wilsonville Road Business Center project in the City of Wilsonville (the "Project Property") on the south side of Wilsonville Road and the intersection of Kinsman Road.
- B. Developer submitted a land use application to the City for a Zone Map Amendment, Stage 1 Development Plan approval, Stage 2 Development Plan approval, Class 3 Site Design Review, Master Sign Plan, 2-Parcel Partition and two Class 3 waivers for development of the Project Property (together, the "Application").
- C. The Application has been approved by the City for a multiple phased project. Developer has proposed to construct one building on the tax lot west of the proposed Kinsman Road and four buildings on the tax lot east of Kinsman Road. For the City it does not make economic or practical sense to construct Kinsman Road south of the Project Property at this time. Possible future street alignments have been studied and the City has reviewed tentative street alignments south of the Project Property. Construction plans for Kinsman Road south of the Project Property have not been prepared and there is no timetable for construction.
- D. In connection with the approval of the Application and the proposed development of the Project Property, Developer is required to make certain infrastructure improvements for street and utility improvements. Some of the improvements required as conditions of approval and as required under this Agreement are necessary due to the projected impacts created by the development to City infrastructure and improvements. Other improvements required as conditions of approval and as required under this Agreement are not roughly proportional to the impacts created by the development, and therefore Developer is entitled to either credits against Street and utility SDCs, or reimbursement from the City for making such improvements. The city council approved a 50/50 cost sharing as part of the zone change and development permit approvals.
- E. The parties desire to set forth in this Agreement the obligations of Developer and the City with respect to the infrastructure improvements, SDC charges, SDC credits and reimbursements and land dedication for public right-of-way.

- F. The conditions of approval impose upon Developer the obligation to improve the section of Kinsman Road extension which will run roughly between the two tax lots of the Project Property with a 50-foot minor collector within a 73-foot right-of-way. The roughly proportional impacts of development of the Project Property require Developer to construct one half of the street, defined as curb, gutter, sidewalk, stormwater facilities, landscaping, streetlights, paving, signage and striping. One half of the street is the obligation of the City, subject to funding from the Street SDC fund as an off site, qualified public improvement.
- G. The conditions of approval impose upon Developer the obligation to construct a water main within the Kinsman Road right-of-way. Although the Project Property could be served with an 8-in water main, the City desires to have a 12-in water main installed to the south property boundary to provide extra capacity for possible future development south of the Project Property.
- H. Developer design and construction of public improvements under this agreement are exempted from competitive solicitation under city code. To the extent Developer pays for the extra capacity work, it shall be entitled to Street and utility SDC credits as set forth in the body of the Agreement. In the event the extra capacity work exceeds the credits provided in this Agreement, the City shall pay the excess as agreed in this Agreement.
- I. The parties acknowledge that under state law, because the amount of the City's share of the cost of the street and related improvements exceeds \$50,000, prevailing wage laws must be followed in the construction contract for the improvements in compliance with ORS 279.835, et. seq. Submission of a certified payroll to the City shall constitute sufficient proof that Developer has complied with this requirement.
- J. This development agreement is not a land use decision because it is not the result of the application of the comprehensive plan or implementing ordinances. Rather, it is an agreement capturing the dedication and infrastructure construction conditions of the predicate land use decisions – the zone change, stage I and II development plan approvals, and site design review for the subject site.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

NOTE THAT ALL CONSTRUCTION COSTS, CITY CREDITS AND SDC CHARGES ARE ESTIMATES AND ARE SUBJECT TO TRUE-UP BASED ON ACTUAL BID CONTRACT COSTS AND SDC'S AT TIME OF ISSUANCE OF BUILDING PERMITS.

I. GENERAL PROVISIONS

A. Street SDCs

The Street SDCs for the Project Property are estimated to be \$682,790.31, based on the Street SDCs in effect at the time of approval of the Application. Street SDCs are subject to an annual construction inflation index adjustment, and the street and related

improvements will overlap the annual adjustment. The City has agreed that Street SDC charges for the Project Property shall not remain at the 2009/10 rate; Street SDC's for the proposed buildings shall reflect the current rate in effect at time of issuance of the building permit.

At the time of building permit issuance, Developer shall receive Street SDC and other credits for all improvements in excess of those required for the Project Property. The improvements eligible for Street SDC credits are as set forth in Part II of this Agreement. The amount of Street SDC credits for the eligible improvements shall be based on the actual costs incurred by Developer in the construction of such improvements, as evidenced by itemized invoices, bid documents or other documentation reasonably satisfactory to determine the actual costs of construction and the appropriate credit therefore. Although not binding on the parties, the estimated Street SDC credits are in the amount of \$363,484.15 as set forth in the budget prepared by City based on estimated costs by Developer's Engineer, attached hereto as Exhibit A. Developer also receives Street SDC credits for soft costs such as design, engineering, survey, geotechnical inspections and construction management in connection with the construction of the eligible improvements in an amount equal to either 17% of the actual construction costs, or, at City's option, as set forth in itemized invoices properly documenting an equitable share of the design and engineering costs. The documentation of the design and engineering costs must also include documentation of the breakdown of those costs between Developer and the City.

B. Stormwater SDCs

The Stormwater System SDCs for the Project Property are estimated to be \$51,306.10 based on the Stormwater SDCs in effect at the time of approval of the Application. Stormwater SDCs are subject to an annual construction inflation index adjustment. The City has agreed that Stormwater SDC charges for the Project Property shall not remain at the 2009/10 rate; Stormwater SDC's for the proposed buildings shall reflect the current rate in effect at time of issuance of the building permit..

Developer shall receive Stormwater SDC credits for all improvements in excess of those required for the Project Property. The improvements eligible for Stormwater SDC credits are as set forth in Part II of this Agreement. The amount of Stormwater SDC credits for the eligible improvements shall be based on the actual costs incurred by Developer in the construction of such improvements, as evidenced by itemized invoices, bid documents or other documentation reasonably satisfactory to determine the actual costs of construction and the appropriate credit therefore. Although not binding on the parties, the estimated Stormwater SDC credits are in the amount of \$50,531.10 as set forth in the budget prepared by City based on estimated costs by Developer's Engineer, attached hereto as Exhibit A. Developer also receives Stormwater SDC credits for soft costs such as design, engineering, survey, geotechnical inspections and construction management in connection with the construction of the eligible improvements in an amount equal to either 17% of the actual construction costs, or, at City's option, as set forth in itemized invoices properly documenting an equitable share of the design and engineering costs.

The documentation of the design and engineering costs must also include documentation of the breakdown of those costs between Developer and the City.

C. Water System SDCs

The Water System SDCs for the Project Property are estimated to be \$125,724.00 based on the Water SDCs in effect at the time of approval of the Application. Water SDCs are subject to an annual construction inflation index adjustment. The City has agreed that Water SDC charges for the Project Property shall not remain at the 2009/10 rate; Water SDC's for the proposed buildings shall reflect the current rate in effect at time of issuance of the building permit.

Developer shall receive Water SDC credits for all improvements in excess of those required for the Project Property. The improvements eligible for Water SDC credits are as set forth in Part II of this Agreement. The amount of Water SDC credits for the eligible improvements shall be based on the actual costs incurred by Developer in the construction of such improvements, as evidenced by itemized invoices, bid documents or other documentation reasonably satisfactory to determine the actual costs of construction and the appropriate credit therefore. Although not binding on the parties, the estimated Water SDC credits are in the amount of \$37,489.53 as set forth in the budget prepared by City based on estimated costs by Developer's Engineer, attached hereto as Exhibit A. Developer also receives Water SDC credits for soft costs such as design, engineering, survey, geotechnical inspections and construction management in connection with the construction of the eligible improvements in an amount equal to either 17% of the actual construction costs, or, at City's option, as set forth in itemized invoices properly documenting an equitable share of the design and engineering costs. The documentation of the design and engineering costs must also include documentation of the breakdown of those costs between Developer and the City.

II. INFRASTRUCTURE IMPROVEMENTS

A. Specific Improvements

"Developer" shall be responsible for making the following improvements to Kinsman Road between the north and south boundaries of the Project Property. Completion of improvements from the existing south arm of the intersection to a location near the south property boundary (terminus location to be coordinated with the City), or approximately Sta. 1+92 to 5+78, as shown in the preliminary plans submitted with the development application package, shall be required prior to occupancy of the building. Construction of street improvements south of the agreed upon terminus shall be completed as part of future construction by the City of Wilsonville. All improvements shall comply with all applicable City standards.

Construct a full 50-foot street section, curb to curb per the Transportation Systems Plan with curb and gutter, sidewalks, street trees, and street lights on both sides of the street.

B. Creditable Costs

The following costs for the street and utility improvements shall be eligible for Street and utility SDC credits:

- 50% of all costs for street improvements including grading, street structural section, curb & gutter, street lighting, sidewalks, signage, striping, and Type III barricade at south end of street improvements.
- The cost of the upgrade from the asphaltic street design thickness to an 8½" thick PCC street for the applicant's 50% of street improvements.
- 50% of costs attributed to the stormwater facilities installed for street drainage.
- All costs attributed with the upgrade to a 12-inch water main, lying within the proposed street improvements, from the standard 8-inch water main.
- 50% of the Public Works Permit plan review and construction permit fees associated with the value of the SDC credits shall be eligible for reimbursement.

Note that the costs for driveways off Kinsman Road to the east and west phases, costs for installation of signal loops on south leg of intersection, costs for work that is needed to open the existing closed westbound left turn pocket on Wilsonville Road at Kinsman Road, and costs for work to design/develop new signal timing sequence for the intersection for making all signal lights fully functional shall be 100% the responsibility of the "Developer."

C. Value of SDC Credits

The parties estimate that the total costs including soft cost of design, engineering, survey, geotechnical inspections and construction management (estimated at 17% of actual construction costs) and the cost of construction improvements eligible for Street SDC credits is \$418,519.91 as shown on Exhibit A.

The parties estimate that the cost for right-of-way and franchise utility easement areas eligible for Street SDC credits is \$140,808.05 as shown on Exhibit A.

The parties estimate that the total costs including soft cost of design, engineering, survey, geotechnical inspections and construction management (estimated at 17% of actual construction costs) and the cost of construction improvements eligible for Storm SDC credits is \$59,121.38 as shown on Exhibit A.

The parties estimate that the cost for storm sewer easement areas eligible for Storm SDC credits is \$3,328.64 as shown on Exhibit A.

The parties estimate that the total costs including soft cost of design, engineering, survey, geotechnical inspections and construction management (estimated at 17% of actual

construction costs) and the cost of construction improvements eligible for Water SDC credits is \$37,489.53 as shown on Exhibit A.

The parties agree that the above Street, Storm and Water SDC amounts will be held as credits towards future building permits.

The parties agree that the percentage of the Public Works Permit plan review and construction permit fees associated with the value of the Street, Storm and Water SDC credits shall be eligible for reimbursement within 30 days after acceptance of the street improvements by the City.

III. CONTRIBUTION BY CITY

The parties acknowledge that the estimated Storm SDC's reimbursable from the City exceeds the estimated 2009/10 Storm SDC charges by approximately \$7,815.28 as shown on Exhibit A. In order to reimburse this excess, the City agrees to pay "Developer" the difference within 30 days after acceptance of the street improvements by the City.

IV. RIGHT OF WAY AND EASEMENTS

The parties acknowledge that the total estimated Right-of-Way to be dedicated by the applicant to the City is 28,924 sq. ft. Although not binding on the parties, the estimated Street credits for the right-of-way are in the amount of \$126,801.34 as set forth in the budget prepared by City based on estimated area by Developer's Engineer and the purchase price of the Project Property by Pacific NW Properties as shown in Exhibit A.

The parties acknowledge that the total estimated Public Storm Drainage Easement to be provided by the applicant to the City is 9,937 sq. ft. Although not binding on the parties, the estimated Storm credits for the easement are in the amount of \$3,328.64 as set forth in the budget prepared by City based on estimated area by Developer's Engineer and the purchase price of the Project Property by Pacific NW Properties as shown in Exhibit A.

The parties acknowledge that the total estimated Franchise Utility Easements to be provided by the applicant is 4,700 sq. ft. Although not binding on the parties, the estimated Street credits for the easement are in the amount of \$14,006.72 as set forth in the budget prepared by City based on estimated area by Developer's Engineer and the purchase price of the Project Property by Pacific NW Properties as shown in Exhibit A.

V. GENERAL OBLIGATIONS

A. Landscaping

"Developer" shall install all required landscaping and irrigation along the entire frontage of the Project Property consistent with all applicable City ordinances when building 3 is constructed.

B. Plans and Construction

"Developer" is solely responsible for the design and construction of all improvements required under this Agreement. The City shall be responsible for reviewing and approving all plans, which approval shall occur within 30 days after the City's receipt of satisfactory plans, and shall inspect the Project Property and all required improvements. By reviewing and approving the plans and design for all improvements required under this Agreement, and issuing permits for the construction of such improvements, the City shall be deemed to have concluded that the improvements identified as eligible for SDC credits under this Agreement are in fact eligible for such SDC credits. All such approved improvements shall be deemed eligible for SDC credits. "Developer" and the City shall share, in the same proportion as they share the cost of the street and utility improvements as shown on Exhibit A, all materials testing costs, planning review fees, Public Works permit fees, and other miscellaneous costs associated with the street and utility improvements. The City's share of these additional costs shall be treated as street or utility SDC credits under this Agreement but are not shown in the attached Exhibit A because the amounts are uncertain at this time.

C. Costs

Both parties acknowledge that the costs set forth in this Agreement are estimates only and that the final costs of the improvements required under this Agreement may vary based on final design approval and actual construction costs.

VI. MISCELLANEOUS PROVISIONS

A. Road Dedication

Applicant is required to dedicate 73 feet of right-of-way through the project property and 8-foot public utility easements along property fronting the new Kinsman Road.

B. 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.

C. Modification or Amendment

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

D. Relationship

Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between parties.

E. Burden and Benefit; Assignment

The covenants and agreements contained herein shall be binding upon and insure to the benefit of the parties and their successors and assigns. "Developer" covenants and agrees that it shall notify any successor in interest or any tenant on the Project Property of "Developer's" obligations under this Agreement. 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.

F. No Continuing Waiver

The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

G. Applicable Law

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

H. Legal Fees

If either party commences legal proceedings, including arbitration or mediation, for any relief against the other party arising out of or related to this Agreement, or the breach thereof, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to, arbitration costs, reasonable attorneys' fees and expert witness fees as determined by the court or the arbitrator, at the trial level or on any appeal.

I. Time of Essence

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

J. 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 communications 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 Bowers, Community Development Director
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Developer's Representative:

Tom Stern, Partner
Pacific NW Properties
6600 SW 105th Ave, Suite 175
Beaverton, OR 97008

K. 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.

L. 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.

M. 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.

N. Dispute Resolution

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 parties, then either any party may make demand for arbitration pursuant to the following paragraph.

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 any 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.

O. Building Permit

The City has issued the building permit for the third phase of development.

P. Additional Concerns Regarding Exhibit A

The parties acknowledge that at the time this Agreement is executed, the cost items in Exhibit A are estimates only. Developer shall submit a revised, updated cost estimate prior to construction. The parties shall negotiate in good faith after the execution of this Agreement to resolve any outstanding cost items.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first written above.

PACIFIC NW PROPERTIES:

By _____

Its _____

Date: _____

**CITY OF WILSONVILLE,
AN OREGON MUNICIPAL CORPORATION**

By _____

Arlene Loble, City Manager

Date: _____

Exhibit A – Preliminary Engineer's Estimate dated April 9, 2010

Wilsonville Road Business Park
Public Street and Public Water On-Site

T. M. RIPPEY CONSULTING ENGINEERS

7650 S. W. BEVELAND STREET, SUITE 100
TIGARD, OREGON 97223
TEL: 503 443 3900
FAX: 503 443 3700

PROJECT NUMBER: 8255
April 9, 2010

CITY of WILSONVILLE ESTIMATES -

General Costs pro-rated, City portion estimates, soft costs, public water - street without upgrades, easements and ROW, SD

NOTE THAT ALL CONSTRUCTION COSTS, CITY CREDITS AND SDC CHARGES ARE ESTIMATES AND ARE SUBJECT TO TRUE-UP BASED ON ACTUAL BID CONTRACT COSTS AND SDC'S AT TIME OF ISSUANCE OF BUILDING PERMITS.

ACTIVITY	UNITS	QUANTITY	UNIT COST	TOTAL
Mobilization	LS	1	\$44,000.00	\$44,000.00
Traffic Control	LS	1	\$16,500.00	\$16,500.00
Earthwork	LS	1	\$71,500.00	\$71,500.00
Erosion Control	LS	1	\$8,250.00	\$8,250.00
General Costs Sub-Total				\$140,250.00
Street				
Curb & Gutter	LF	795	\$17.60	\$13,992.00
Sidewalk	SF	4,800	\$4.40	\$21,120.00
Kinsman Rd Concrete Paving (8 1/2 inch)	SF	18,425	\$8.80	\$162,140.00
2" of 3/4"-0" Aggregate	CY	115	\$27.50	\$3,162.50
5" of 1 1/2"-0" Aggregate	CY	285	\$27.50	\$7,837.50
East Driveway				
Concrete Paving	SF	682	\$6.60	\$4,501.20
2" of 3/4"-0" Aggregate	CY	5	\$24.20	\$121.00
10" of 1 1/2"-0" Aggregate	CY	21	\$24.20	\$508.20
West Driveway				
Curb	LF	135	\$13.20	\$1,782.00
Concrete Paving	SF	550	\$6.60	\$3,630.00
2" of 3/4"-0" Aggregate	CY	4	\$27.50	\$110.00
10" of 1 1/2"-0" Aggregate	CY	17	\$27.50	\$467.50
Asphalt Paving	SF	1,376	\$4.40	\$6,054.40
2" of 3/4"-0" Aggregate	CY	9	\$27.50	\$247.50
10" of 1 1/2"-0" Aggregate	CY	43	\$27.50	\$1,182.50
Franchise Utilities				
Power	LS	1	\$75,900.00	\$75,900.00
Telephone	LS	1	\$39,600.00	\$39,600.00
Data / Cable TV	LS	1	\$33,000.00	\$33,000.00
Street Lights	EA	3	\$6,050.00	\$18,150.00
Landscaping (including irrigation)				
Public Street Swale	SF	16,155	\$5.50	\$88,852.50
Public Water Quality Swale in SROZ, west of Kinsman	SF	6,600	\$7.70	\$50,820.00
Striping/Signage				
Double Solid Line	LF	295	\$8.80	\$2,596.00
Dash-Solid Line	LF	460	\$8.80	\$4,048.00
Bike Lane Line	LF	800	\$8.80	\$7,040.00
Painted Symbol	EA	9	\$550.00	\$4,950.00
Street Sub-Total				\$551,812.80
General Costs pro-rated				\$95,666.74
Street Total				\$647,479.54
City Portion @ 50%				\$323,739.77
Soft Costs @ 17%				\$55,035.76
City Street Credit				\$378,775.53

Alternate Kinsman Road Design

Asphalt Paving (5 inch thickness)	SF	18,425	\$4.15	\$76,463.75
2" of 3/4"-0" Aggregate	CY	115	\$27.50	\$3,162.50
9" of 1 1/2"-0" Aggregate	CY	510	\$27.50	\$14,025.00

Asphalt Pavement Section Total **\$93,651.25**

Concrete Pavement Section Total **\$173,140.00**

City Portion @ 50% of the Difference **\$39,744.38**

Total City Street Portion **\$363,484.15**

Total City Street Credit with soft costs **\$418,519.91**

RESOLUTION NO. 2248

N:\City Recorder\Resolutions\Res2248.doc

Wilsonville Road Business Park
Public Street and Public Water On-Site

T. M. RIPPEY CONSULTING ENGINEERS

7650 S. W. BEVELAND STREET, SUITE 100
TIGARD, OREGON 97223
TEL: 503 443 3900
FAX: 503 443 3700

PROJECT NUMBER: 8255
April 9, 2010

CITY of WILSONVILLE ESTIMATES -

General Costs pro-rated, City portion estimates, soft costs, public water - street without upgrades, easements and ROW, SD

NOTE THAT ALL CONSTRUCTION COSTS, CITY CREDITS AND SDC CHARGES ARE ESTIMATES AND ARE SUBJECT TO TRUE-UP BASED ON ACTUAL BID CONTRACT COSTS AND SDC'S AT TIME OF ISSUANCE OF BUILDING PERMITS.

ACTIVITY	UNITS	QUANTITY	UNIT COST	TOTAL
Public Storm Sewer				
72" Manhole	EA	2	\$6,050.00	\$12,100.00
Swale Inlet	EA	3	\$2,750.00	\$8,250.00
Ditch Inlet	EA	1	\$1,980.00	\$1,980.00
Storm Outfall	EA	1	\$8,250.00	\$8,250.00
Swale Overflow Assembly	EA	6	\$1,650.00	\$9,900.00
Swale Check Dam	EA	1	\$4,950.00	\$4,950.00
6" Perforated Storm	LF	285	\$27.50	\$7,837.50
6" N-12 Storm	LF	210	\$22.00	\$4,620.00
12" N-12 Storm	LF	95	\$44.00	\$4,180.00
30" N-12 Storm	LF	95	\$137.50	\$13,062.50
Outfall Walls and Rail	LS	1	\$11,000.00	\$11,000.00
				<hr/>
				\$86,130.00
				<hr/>
				\$14,932.20
				<hr/>
				\$101,062.20
				<hr/>
				City Portion @ 50% \$50,531.10
				Soft Costs @ 17% \$8,590.29
				<hr/>
				Total City Stormwater Credit \$59,121.38

Public Water (Street with upgrades to 12" line)

FH Assembly	EA	1	\$3,850.00	\$3,850.00
12" x 8" Tee	EA	2	\$725.00	\$1,450.00
12" x 6" Tee	EA	1	\$650.00	\$650.00
6" Gate Valve	EA	1	\$990.00	\$990.00
8" Gate Valve	EA	2	\$1,320.00	\$2,640.00
12" Gate Valve	EA	4	\$1,650.00	\$6,600.00
6" Blow off Assembly	EA	1	\$3,000.00	\$3,000.00
12" 22.5 Degree Bend	EA	1	\$550.00	\$550.00
12" 11.25 Degree Bend	EA	2	\$550.00	\$1,100.00
Connection to existing	EA	1	\$1,980.00	\$1,980.00
6" Ductile Iron	LF	45	\$49.50	\$2,227.50
8" Ductile Iron	LF	55	\$66.00	\$3,630.00
12" Ductile Iron	LF	366	\$77.00	\$28,182.00
				<hr/>
				\$52,999.50
				<hr/>
				\$9,188.42
				<hr/>
				\$62,187.92

Public Water (Street - without upgrades)

FH Assembly	EA	1	\$3,850.00	\$3,850.00
8" x 8" Tee	EA	2	\$725.00	\$1,450.00
8" x 6" Tee	EA	0	\$650.00	\$0.00
6" Gate Valve	EA	1	\$990.00	\$990.00
8" Gate Valve	EA	5	\$1,320.00	\$6,600.00
12" Gate Valve	EA	0	\$1,650.00	\$0.00
6" Blow off Assembly	EA	0	\$3,000.00	\$0.00
8" 22.5 Degree Bend	EA	0	\$300.00	\$0.00
8" 11.25 Degree Bend	EA	1	\$300.00	\$300.00
Connection to existing	EA	1	\$1,980.00	\$1,980.00
6" Ductile Iron	LF	45	\$49.50	\$2,227.50
8" Ductile Iron	LF	184	\$66.00	\$12,144.00
12" Ductile Iron	LF	0	\$77.00	\$0.00
				<hr/>
				\$25,691.50

Water Total \$62,187.92
City Percentage 51.53%

				<hr/>
				City Portion at 51.53% \$32,042.34
				Soft Costs @ 17% \$5,447.20
				<hr/>
				Total City Water Credit \$37,489.53

Wilsonville Road Business Park
Public Street and Public Water On-Site

T. M. RIPPEY CONSULTING ENGINEERS

7650 S. W. BEVELAND STREET, SUITE 100
TIGARD, OREGON 97223
TEL: 503 443 3900
FAX: 503 443 3700

PROJECT NUMBER: 8255
April 9, 2010

CITY of WILSONVILLE ESTIMATES -

General Costs pro-rated, City portion estimates, soft costs, public water - street without upgrades, easements and ROW, SC

NOTE THAT ALL CONSTRUCTION COSTS, CITY CREDITS AND SDC CHARGES ARE ESTIMATES AND ARE SUBJECT TO TRUE-UP BASED ON ACTUAL BID CONTRACT COSTS AND SDC'S AT TIME OF ISSUANCE OF BUILDING PERMITS.

ACTIVITY	UNITS	QUANTITY	UNIT COST	TOTAL
			Hard Cost Total	\$690,942.30
			Total Road Construction Hard & General Costs	\$810,729.66
			City Credits Toward Total Road Construction Hard & General Costs	\$446,057.58
			City percentage of road construction costs	55.0%
			Total City Credits, hard and soft costs	\$515,130.83
Public Work on Development Site				
Public Water				
FH Assembly	EA	2	\$3,850.00	\$7,700.00
8" x 8" Tee	EA	1	715	\$715.00
12" x 1" Tee	EA	1	660	\$660.00
12" x 2" Cross Tee	EA	2	880	\$1,760.00
12" x 12" Tee	EA	5	825	\$4,125.00
8" x 6" Reducer	EA	2	550	\$1,100.00
12" x 6" Reducer	EA	4	440	\$1,760.00
12" x 8" Reducer	EA	1	660	\$660.00
6" Gate Valve	EA	6	990	\$5,940.00
12" Gate Valve	EA	3	1320	\$3,960.00
6" 90 Degree Bend	EA	1	550	\$550.00
12" 11.25 Degree Bend	EA	1	770	\$770.00
Connection to existing	EA	1	1980	\$1,980.00
1" Irrigation Meter (installation only)	EA	1	1980	\$1,980.00
1 1/2" Domestic Water Meter (installation only)	EA	4	2200	\$8,800.00
2" Domestic Water Service	LF	160	22	\$3,520.00
6" Ductile Iron	LF	220	49.5	\$10,890.00
8" Ductile Iron	LF	130	66	\$8,580.00
12" Ductile Iron	LF	640	77	\$49,280.00
Public Sanitary Sewer				
Connection to Public Main	EA	2	\$1,650.00	\$3,300.00
			On Site Sub-Total	\$118,030.00
			General Costs pro-rated	\$20,462.64
			On Site Total	\$138,492.64
			Public Improvements Total, hard cost	\$808,972.30
			Public Improvements Total, hard + general	\$949,222.30

Wilsonville Road Business Park
Public Street and Public Water On-Site

T. M. RIPPEY CONSULTING ENGINEERS

7650 S. W. BEVELAND STREET, SUITE 100
TIGARD, OREGON 97223
TEL: 503 443 3900
FAX: 503 443 3700

PROJECT NUMBER: 8255
April 9, 2010

CITY of WILSONVILLE ESTIMATES -

General Costs pro-rated, City portion estimates, soft costs, public water - street without upgrades, easements and ROW, SE

NOTE THAT ALL CONSTRUCTION COSTS, CITY CREDITS AND SDC CHARGES ARE ESTIMATES AND ARE SUBJECT TO TRUE-UP BASED ON ACTUAL BID CONTRACT COSTS AND SDC'S AT TIME OF ISSUANCE OF BUILDING PERMITS.

ACTIVITY	UNITS	QUANTITY	UNIT COST	TOTAL
City Calculations				
Easements and ROW				
Pacific NW Properties purchased 8.69 AC (378,540 SF) for \$3,319,000	SF		\$8.77	
Right of way area	SF	28,924	\$8.77	\$253,602.67
		ROW City Portion @ 50%		\$126,801.34
Franchise public utility easement area	SF	6,390	\$4.38	\$28,013.43
		PUE City Portion @ 50%		\$14,006.72
		Street SDC creditable		\$140,808.05
Public storm drainage easement	SF	9,937	\$4.38	\$43,563.30
Street ROW area	SF	28,924		
Private land area - land purchase	SF	378,540		
		7.64%		
% Street ROW to entire project				
		Storm Easement City Credit @ 7.64%		\$3,328.64
				\$325,179.41
		Total City Portion		\$144,136.70

Total hard construction costs eligible for PW Permit fee reimbursement
City Fee Reimbursement at 7%

\$406,313.21
\$28,441.92

Total City Reimbursement for Street, Storm and Water Hard and Soft Costs plus Right-of-Way and Easements

\$659,267.52

CITY Estimated SDC Charges at the 2009/10 City Rates

TM Rippey, April 2010 Proposed buildings: 40,804 s.f. service commercial/retail and general office, 70,731 s.f. industrial space

Street SDC

ITE code 750	1000 SF	40.8	\$7,847.00	\$320,157.60
ITE code 110	1000 SF	70.73	\$5,127.00	\$362,632.71
				\$682,790.31

Storm SDC

estimated at 2X the building square footage	SF	223070	\$0.23	\$51,306.10
---	----	--------	--------	--------------------

Water SDC

Office Bldg - 2" domestic meter	EA	1	\$36,306.00	\$36,306.00
1" irrigation meter	EA	1	\$11,469.00	\$11,469.00
Industrial Bldgs - 1.5" domestic meter	EA	4	\$16,620.00	\$66,480.00
1" irrigation meter	EA	1	\$11,469.00	\$11,469.00
Total Water SDC				\$125,724.00

MEMORANDUM

To: Honorable Mayor and City Council
From: Paul A. Lee, Assistant City Attorney
Date: August 2, 2010
Re: Resolution Adopting Development Agreement, Pacific NW Properties

On the Consent Agenda is a draft Development agreement between the City and Pacific Northwest Properties, LLC. Council recently approved a zone change and development permits for this mixed use industrial/commercial project south of the intersection of Wilsonville Road and Kinsman Road.

A condition of development approval is a development infrastructure agreement between the city and developer respecting the extension of Kinsman Road through the site. The agreement apportions the responsibility and costs associated with the road and other infrastructure on the site.

As a result of negotiations between staff and the applicant, the development agreement is ready for execution. The agreement details how the improvements are to be constructed and what system development credits are available for water, storm, street and other facilities. Importantly, the agreement reflects the 50/50 cost split the council directed in the condition of approval.

Passage of the resolution will authorize the City Manager to enter into the agreement on behalf of the city. Staff recommends approval of this consent item.