

RESOLUTION NO. 1595

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A COOPERATIVE AGREEMENT FOR THE PROVISION OF PUBLIC SERVICES NECESSARY FOR THE CONSTRUCTION AND OPERATION OF THE WOMEN'S PRISON AND INTAKE CENTER, DAY ROAD PROPERTY AT WILSONVILLE, OREGON BETWEEN THE CITY OF WILSONVILLE (CITY) AND THE OREGON STATE DEPARTMENT OF CORRECTIONS (DOC)

WHEREAS, on September 17, 1999, Governor Kitzhaber signed the executive order siting the Women's Prison and Intake Facility at the Day Road site; and

WHEREAS, in the adopted Resolution of Interest No. 1584, the City of Wilsonville pledges it's cooperation and willingness to expedite the construction of public improvements required to serve the prison; and

WHEREAS, the adopted FY 1999-2000 City budget includes both the authority and the resources to facilitate the engineering and construction of prison related offsite infrastructure improvements; and

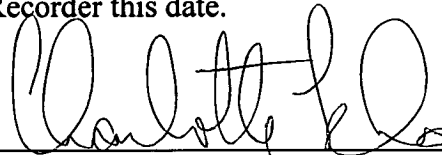
WHEREAS, the City Council has reviewed the Cooperative Agreement for the Provision of Public Services necessary for the construction and operation of the Women's Prison and Intake Center, Day Road property at Wilsonville, Oregon, a copy of which has been marked Exhibit A, attached hereto and incorporated by reference herein; and

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

1. The City Manager is authorized to sign the Cooperative Agreement for the Provision of Public Services Necessary for the Construction and Operation of the Women's Prison and Intake Center, Day Road Property at Wilsonville, Oregon between the City of

Wilsonville (City) and the Oregon State Department of Corrections (DOC). A copy of the agreement marked Exhibit A, is attached hereto and is incorporated by reference herein as if fully set forth.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of December, 1999, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Excused
Councilor Holt	Yes

**COOPERATIVE
AGREEMENT FOR THE PROVISION OF PUBLIC SERVICES
NECESSARY FOR THE CONSTRUCTION AND OPERATION
OF THE WOMEN'S PRISON AND INTAKE CENTER, DAY ROAD PROPERTY
AT WILSONVILLE, OREGON**

BETWEEN:

CITY OF WILSONVILLE
30000 SW Town Center Loop E
Wilsonville, OR 97070

“City”

AND:

THE STATE OF OREGON
Acting by and through the Oregon
Department of Corrections
2575 Center St. N.E.
Salem, OR 97310

“DOC”

DATED: November 30, 1999

RECITALS

- A. The DOC is responsible for planning, developing and building a Women's Prison/Intake Center Complex (“Facility”) currently designed to house permanent inmate population of approximately 1600 inmates and approximately 500 staff, to be located on the land near Wilsonville, in Washington County, Oregon, which is commonly referred to as the “Day Road” property. DOC agrees these approximate numbers shall not increase by more than five percent.
- B. The DOC is required to seek to obtain public services necessary for the construction and operation of corrections facilities from a public body providing such services as described herein.
- C. The DOC requests and the City agrees to provide public services consisting of water, wastewater, road/street improvements and storm water discharge (collectively the “Public Services”).
- D. The City agrees to provide such Public Services subject to the terms and conditions of this Agreement, and any exceptions stated herein.

E. The City and DOC agree that all payments, credits, rates, terms and conditions of providing the Public Services for the Facility are just, fair and reasonable.

F. The City and DOC intend that this Agreement encompass all of the agreements, duties and obligations of the parties with respect to provision of Public Services by the City and development of the Facility by the DOC as currently set forth in attached Exhibit A, and that no further obligations will be placed upon the DOC for the Facility in the form of system development charges ("SDC's") or otherwise except as set forth in this Agreement.

G. The City agrees to "cap" the DOC's off-site infrastructure development costs for the Facility to a maximum cost of \$24,116,043 (the "Capped Costs"). Additional costs for off-site infrastructure shall be paid by the City, as detailed in this Agreement. The capped costs do not include the costs of easement and right-of-way acquisition to be paid by DOC, which are estimated to be \$2,185,000. The Capped Costs does include an inflation adjustment pursuant to Section 5.13 of this Agreement assuming a construction start date March 1, 2000 in the amount of \$796,743 (4.1% per annum for 10 months).

H. The City has agreed to expedite the approval of project plans and off-site inspections and to integrate off-site construction of public facilities with DOC's prison facility construction schedule, in order to facilitate commencement of construction of the Facility in March, 2000, occupancy of the first phase of the facility in October, 2001, and occupancy of the second phase in April, 2002.

I. The City agrees that any oversizing of infrastructure requested by the City for the benefit of the City should not be paid by the Department of Corrections.

J. The DOC requests and the City agrees to charge the DOC water and sewer utility rates for the Facility at the in-City rates in place at the time of connection. It is the City's and the DOC's intent that DOC be treated equally with any such in-city utility user, and be subject to any city-wide rate change the City may adopt from time to time.

K. The Capped Costs shall be paid by the DOC in lieu of and in full satisfaction of any and all SDC's the City deems applicable for the Facility.

L. The DOC will cooperate in the City's efforts to annex the property upon which the Facility is located into the City's boundaries.

M. All infrastructure built to provide Public Services located off of the DOC property shall be constructed, owned and operated by City unless otherwise set forth in this agreement; provided, however, streets and roads outside the City's boundaries shall be under the jurisdiction of Washington County, unless otherwise agreed to by the City and Washington County or until annexation of the area inclusive of such streets and roads by the City occurs.

The City and DOC agree as follows:

DEFINITIONS: The following terms shall have the following meanings when used in this Agreement:

“Capped Costs” shall mean \$24,116,043 as the maximum the DOC will be required to pay for the Project Costs associated with off-site infrastructure and the costs of on-site improvements specifically included in Capped Costs pursuant to Section 4.1.1 to serve the Facility, and includes the SDC’s.

“City” shall mean the City of Wilsonville, a municipal corporation of the State of Oregon.

“DOC” shall mean the State of Oregon, acting by and through the Oregon Department of Corrections.

“Draw Schedule” shall mean the draw schedule set forth in Section 7.1.

“Facility” shall have the meaning given in the recital A.

“Parties” shall mean DOC and the City.

“Project Costs” shall mean all costs incurred in the construction, engineering, surveying, inspection and testing, plan check, obtaining permits and payment of fees due to agencies or local governments for development, and contingencies, in the development of the Facility.

“Public Services” shall mean those services described in recital C above.

“SDC’s” means the System Development Charges in effect on June 1, 1998, for Sanitary Sewer, Domestic Water (and, if applicable, irrigation water), Storm Water, and Streets.

SECTION 1. WATER

1.1 Water Supply. City shall provide all water to the Facility for all purposes associated with operating the Facility except for construction and irrigation water as described in Sections 1.2 and 1.3. Water requirements for all purposes at the Facility after full occupancy shall not exceed 630,000 gallons per day with a projected average requirement of 220,000 gallons per day. City shall make water available for fire protection no later than June 15, 2000. City shall make water available to the Facility for all other purposes in time to allow testing of all systems prior to October 15, 2001 to allow for a fully operational Facility no later than October 15, 2001.

1.2 Construction Period. The DOC agrees to be responsible for obtaining water for all construction related purposes (including, without limitation, irrigation, construction, domestic, sanitary, dust control and any and all other purposes deemed necessary during the construction of the Facility), until the City's planned Willamette River treatment plant is completed and functioning. No costs associated with obtaining water under this Section 1.2 shall be included within the Capped Costs.

1.3 Irrigation Water. City agrees to cooperate fully in DOC's efforts to obtain an adequate, permanent and acceptable source of irrigation water for the Facility, which may include purchase of a well or wells in the vicinity for such purposes. City agrees not to protest or interfere with any such purchase or use, provided the quality of such water does not adversely effect the City's water system. When the City's planned Willamette River treatment plant is completed and functioning, the City shall reserve 330,000 gallons of water per day for the purposes of landscape irrigation at the Facility until such time as the quantity and quality of water available to the Facility for this purpose from other sources is verified to the satisfaction of DOC and City. Costs associated with locating and developing an alternative source of irrigation water for the Facility shall not be included in the Capped Costs.

1.4 Water rate payment. DOC shall pay City's standard in-City rates for all water delivered to the Facility.

1.5 Settlement of Water Rights Protest. Upon execution of this agreement, City will enter into a settlement agreement to terminate the water rights cancellation proceeding (PC 97- 11) pending before the Department of Water Resources on terms reasonably agreeable to the City and the State of Oregon.

1.6 Water Transmission Mains. City shall construct the 18" transmission main as described in attached Exhibit A with the conditions as described in Exhibit A unless other mutually agreeable arrangements are made. The City has oversized the connection to the Wilsonville reservoir adjacent to the Tualatin Frobese Road reservoir with conditions as described in Exhibit A.

1.7 Non interference with construction. The City will use its best efforts to ensure all water improvements constructed by the City will be completed in a manner so as to minimize interference with the construction process and ensure required improvements are completed to provide all Public Services for an operational Facility by October 15, 2001; provided, DOC has performed its obligations set forth herein which are necessary for and are conditions precedent to the City's ability to use its best efforts to perform in a manner which is timely and minimizes interference with the construction process.

SECTION 2. STREET IMPROVEMENTS

2.1 Street Improvements. The City shall construct improvements to Grahams Ferry Road, Day Road, Boones Ferry Road, Clay Road, Garden Acres Road, and Cahalin Street, as described on the attached Exhibit A, subject to the following terms and conditions:

(a) The DOC's primary access will be at a new, signalized intersection of Day Road and Grahams Ferry Road. A secondary access point will be provided via Clay Road.

(b) The costs of all of the street/road improvements described in Exhibit A will be included in the Capped Costs.

(c) All costs of the street improvements described in Exhibit A shall be credited against and paid in lieu of and in full satisfaction of any SDC's deemed applicable by the City for street/road improvements for the Facility.

(d) The City will use its best efforts to ensure all street improvements constructed by the City will be completed in a manner so as to minimize interference with the construction process and ensure required improvements are completed to provide all Public Services for an operational Facility by October 15, 2001; provided, DOC has performed its obligations set forth herein which are necessary for and are conditions precedent to the City's ability to use its best efforts to perform in a manner which is timely and minimizes interference with the construction process.

SECTION 3. WASTEWATER

3.1 Sewer Connection. The DOC shall discharge unequalized, but adequately screened (muffin monster with auger monster or equivalent) wastewater to the connection described in Exhibit A, and the City shall accept for treatment such wastewater, in accordance with and subject to the following conditions:

3.1.1 The City shall use existing City easements, rights-of-way, and sewer trunk line capacity wherever practicable and feasible. DOC will obtain necessary additional right of way and easements in accordance with Section 6.1.7 below, except for \$119,000 which DOC shall pay to the City for deferred right-of-way acquisition for capacity replacement of sanitary sewer lines.

3.1.2 If the City installs oversized sewer trunk lines to the connection, the costs of oversizing shall be the sole responsibility of the City except as set forth in Section 3.1.7.

3.1.3 Initially, DOC shall be charged SDC's based upon a loading of 600 mg/l BOD₅ and 600 mg/l TSS and charges in effect on June 1, 1998. DOC shall immediately, upon full occupancy, challenge for evaluation of flow rate and BOD₅ and TSS concentrations. City will hold

all SDC's paid for concentrations above 350 mg/l BODs and TSS in escrow until completion of a one year evaluation. Upon completion of the evaluation the City will return to DOC (if the Project Costs are under the Capped Costs) any excess funds paid as SDC's for concentrations of BODs and/or TSS in excess of the actual concentrations but in no event below 350 mg/l. If Project Costs exceed Capped Costs, such excess shall be subtracted from and shall reduce any refund under this Section 3.1.3.

3.1.4 DOC shall pay the in-City utility rates paid by other similar in-City customers for wastewater service by the City. "Similar" shall mean commercial or industrial sewer users who are required to obtain an industrial pretreatment wastewater permit and whose sewage exceeds either a BOD or TSS strength of 250 milligrams per liter. Specific calculations are described in Article 4, Section 7, User Fees Within the City, Resolution No. 1279, adopted June 3, 1996, as may be amended from time to time.

3.1.5 The design flow for the Facility consists of an average daily flow of 160,000 gallons per day, with a projected peak flow of 1,167 gallons per minute.

3.1.6 All costs for off-site wastewater infrastructure for the Facility, including the SDC's deemed applicable by the City and paid pursuant to Section 3.1.3 above, shall be included within the Capped Costs.

3.1.7 The proportional costs of oversizing the applicable parts of the City sewer trunk line down stream from the Portland and Western Railroad railroad tracks to the Wastewater Treatment Plant as described in Exhibit A required to serve the Facility shall be paid by DOC and included in the Capped Costs. All other oversizing of any lines by the City which is not required to service the Facility shall be paid by City and shall not be included in the Capped Costs.

3.1.8 The City will use its best efforts to ensure all wastewater improvements constructed by the City will be completed in a manner so as to minimize interference with the construction process and ensure required improvements are completed to provide all Public Services for an operational Facility by October 15, 2001; provided, DOC has performed its obligations set forth herein which are necessary for and are conditions precedent to the City's ability to use its best efforts to perform in a manner which is timely and minimizes interference with the construction process.

3.1.9 The City shall investigate an alternate routing for the sanitary sewer line to serve the Facility to a location upstream from the Portland Western Railroad tracks to the Facility to minimize impacts and easement acquisition costs. If an alternate route saves easement acquisition costs but increases construction costs, the distribution of funds for these items within the Capped Costs will be renegotiated between the City and the DOC. The alternate routing shall not increase the Capped Costs.

SECTION 4. STORM WATER DISCHARGE

4.1 Storm Water Discharge. The City will provide the Storm Water sewer system described on attached Exhibit A, subject to the following terms, conditions and exceptions:

4.1.1 The DOC will provide a system to route off-site storm water from the north property line through the Facility property to the southwest, and fence the diversion ditch along Clay Road if necessary. The DOC will also provide temporary storm sewer facilities to drain the area from the intersection of Day Road and Grahams Ferry Road to the Facility site. Except as set forth in Section 4.1.4 below, all costs to construct these improvements including oversizing the storm system through the prison site to drain the immediate Day Road/Grahams Ferry Road area will be included in the Capped Costs.

4.1.2 The DOC will be responsible for obtaining storm sewer and Storm Water inundation easements from the southwest corner of the Facility to Coffey Lake and south to Grahams Ferry Road, save and except the City will be responsible for obtaining storm sewer pipe easements under and through the railroad crossing area of the Portland and Western Railroad. DOC will transfer the titles to the easements to the City which will own, operate and maintain the storm sewer systems located in these easements.

4.1.3 DOC will grant one public storm sewer easement to the City to be located at the far southwest corner of the site as described on Exhibit A to provide for future draining of Cahalin Road.

4.1.4 DOC will provide an on-site detention basin for the DOC site and Grahams Ferry Road widening to detain Storm Water on-site which will limit Storm Water runoff to preexisting conditions during a 25-year storm. Storm events in excess of a 25-year storm will overflow into the storm sewer system draining in a southwesterly direction as described on Exhibit A. All costs of the on-site storm drain system shall be excluded from the Capped Costs. All costs for construction of the off-site and on-site oversized ditch and pipe Storm Water improvements will be credited against and paid in lieu of and in full satisfaction of any SDC fees deemed applicable by the City, and shall be included in the Capped Costs except as set forth in 5.1.

4.1.5 DOC will be responsible for the maintenance and operation of the on-site storm sewer systems running across DOC property.

4.1.6 The DOC will be required to pay its proportionate share of monthly Storm Water fees to the City, and the DOC's rates shall be reduced based upon the proportion the excess off-site storm water flow bears to the on-site storm water flow, as determined using generally accepted engineering principles, approved by DOC's and the City's engineers.

4.1.7 The City will use its best efforts to ensure all storm water discharge improvements constructed by the City will be completed in a manner so as to minimize interference with the construction process and ensure required improvements are completed to provide all Public Services for an operational Facility by October 15, 2001; provided, DOC has performed its obligations set forth herein which are necessary for and are conditions precedent to the City's ability to use its best efforts to perform in a manner which is timely and minimizes interference with the construction process.

SECTION 5. CAPPED COSTS EXCEPTIONS

5.1 Payment of costs in excess of Capped Costs. The City agrees to control Project Costs for off-site infrastructure to support the Facility and to pay off-site costs that exceed \$24,116,043 except for the following:

5.1.1 The costs to provide irrigation water (except costs associated with using the City's transmission lines to transport irrigation water).

5.1.2 Costs to provide construction water set forth in Section 1.2.

5.1.3 If the construction start date is delayed beyond March 1, 1999, and the delay is not caused by the City, the Capped Costs including SDC's will be adjusted using the change in the Seattle Construction Cost Index from May 1, 1999 to the start of construction.

5.1.4 Right of way costs, which include, but are not limited to, the costs of the purchase price of right of way and easements, of appraisals, of right of way and easement acquisitions incurred by the Department of Transportation as DOC's right of way agent, of legal services furnished by the Department of Justice in right of way and easement acquisitions including eminent domain proceedings and any appeal thereof, and of escrow, title and recording.

5.1.5 Any costs caused by DOC due to DOC's failure to comply and/or to give the City timely and adequate notice to comply with any federal grant or construction standards or requirements.

5.1.6 Any additional costs incurred as a result of conditions required by Washington County in the permitting process that exceed the costs of the improvements identified in Exhibit A, except to the extent such conditions are proposed by the City.

SECTION 6. CONSTRUCTION MANAGEMENT

6.1 Project Approach. DOC will expedite prison construction and the City will schedule off-site construction to minimize interference with on-site construction activities. During prison

construction beginning in early 2000, the primary construction access will be from Interstate 5 along Boones Ferry Road and then on Day Road to the prison site. The waterline on Boones Ferry Road and Day Road to the prison site will be designed and best efforts will be made to complete construction in 1999 and early 2000 prior to commencement of on-site prison construction. Concurrently with prison construction the City will construct sewer, off-site storm water, and additional waterline (if needed) and secondary roads that have a lesser impact on prison construction. Unless the parties otherwise agree, following completion of the first phase of prison construction, the City will reconstruct Day Road, the Day Road and Boones Ferry intersection, the Day Road and Grahams Ferry intersection and the remaining half street adjacent to the prison that is not initially part of the Day Road and Grahams Ferry Road intersection improvements for construction access.

6.1.1 Preliminary Plans; Cost Estimates; and Oversizing Accounting. The City will develop preliminary plans and cost estimates for the infrastructure in accordance with infrastructure requirements and costs set forth in Exhibit A. City acknowledges that Exhibit A is an estimate only based upon current information available to DOC and its consultants. Infrastructure costs may increase beyond those set forth in Exhibit A due to changing circumstances, requirements of other agencies or local governments, or other reasons beyond the control of DOC, and any such increases shall not impact the Capped Costs, which shall remain at \$24,116,043, except for the cost of changes required by Washington County and not requested by the City. The City shall account for oversizing in a manner that allows it to be separately tracked and reported. To the extent any of the on-site storm water improvements, which are being constructed by the DOC as part of the Facility construction, are oversized in accordance with City standards, DOC shall cause the on-site storm water construction to be accounted for in a manner to obtain an accurate cost breakdown between the non-oversized portion and the oversized portion of the on-site storm water construction.

6.1.2 Preliminary Schedule. The City will develop a preliminary schedule for plan completion, advertising of bids, bid opening, award of bid, and infrastructure project completion. This schedule will include a scheduled phasing of the various infrastructure projects in order for synchronization with DOC's on site construction schedule to occur. DOC will provide the City with its preliminary construction schedule in order to assist the City in its development of its preliminary schedule.

6.1.3 Competitive Bids. City will design the projects in accordance with City standards to construct the required infrastructure, develop project specifications and solicit bids, proposals, or apply such exemptions thereto as may be lawfully allowed to complete construction of the projects in an expedited manner. City will use the competitive project award practices as described in ORS Chapter 279 or comply with applicable exemptions. The DOC will have the opportunity to review any bids, proposals, and qualifications and to reject the same if necessary. All bids, proposals, and qualifications submitted to the DOC for review shall be deemed accepted by the DOC fifteen (15) days after the date submitted unless specifically rejected, in writing, with specific, detailed reasons for the rejection.

6.1.4 Delays By DOC or Other Government Agencies. Delays caused by failure of the DOC or DOC's agents to furnish information, or to approve or disapprove the City's work promptly; or due to late, slow, or faulty performance by the DOC, other DOC contractors, other cities not under City's control, governmental agencies, or public utilities, the performance of whose work is precedent to or concurrent with the performance of the City's work; shall cause the timing of completion to be extended accordingly. However, this section shall not apply to the completion of the City's Water Treatment Plant.

6.1.5 Duty to Inform. If at any time during the performance of this agreement, City becomes aware of actual or potential problems, faults or defects in the City's scope of work, inclusive of construction or any portion thereof of a material nature, any nonconformance with the federal, state or local law, rule or regulation, or has any objection to any decision or order made by DOC with respect to such laws, rules or regulations, City shall give prompt written notice thereof to DOC's project representative.

6.1.6 Oversizing Funds. For any identified project oversizing, the City will pay oversizing costs except as identified in Section 3.1.7, including cost increases that the parties mutually agree are appropriate for payment by the City. Any oversizing cost in a contractor progress payment request to the City shall be reviewed and paid directly by the City unless the parties otherwise agree. Any oversizing cost in a contractor progress payment request to DOC shall be reviewed by DOC and duly paid by DOC after forwarding same to the City for the City to review and to reimburse DOC.

6.1.7 Washington County Permits. DOC shall apply for and obtain all necessary land use permits from Washington County. DOC and City shall obtain all permits necessary for their construction activities from the appropriate public body and cooperate with each other to ensure the expeditious issuance of all permits.

6.1.8 Plan Review and Inspection. The City will have off-site plan review authority and inspection authority within the City limits. Washington County will have off-site plan review and inspection authority outside the City limits and may delegate this approval to the City. It is anticipated that within Washington County, the City will have plan review and inspection authority on City utilities subject to overall approval by the County for work in the public right-of-way. The City will have on-site plan review and inspection approval to the extent delegated by the State Building Codes Division.

6.1.9 Easements. Subject to Section 4.1.2, the DOC will obtain all necessary easements and rights-of-way for infrastructure construction and shall transfer title of the same to the City at DOC's cost. At no cost to the City, DOC will grant all easements and rights-of-way necessary for City operation and maintenance of City infrastructure on Facility property. Any

easement or right-of-way on the DOC property shall be subject to DOC's rules and regulations concerning security and access to the Facility.

6.1.10 DOC Responsibilities. The DOC will assist the City by providing the following:

(a) Use of the project accounting software or appropriate interfacing by the City with the software used by the DOC to ensure that there is minimum conflict between City and Department of Corrections procedures.

(b) Weekly updates of any changes in the prison construction schedule or the prison facility schedule that would impact the scope or the timing for completion of offsite construction.

(c) To the extent permitted by law, accept tender of defense by the City if the City is named in any action challenging the siting or location of the Facility or the issuance of any permit (except for permits related to the City's planned water treatment plant) necessary for the construction or operation of the Facility. This is not intended to apply to any damage claims arising out of negligence or intentional conduct related to the City's construction of the Public Services or the City's issuance of permits.

(d) Right of way and easement acquisition as set forth in this Agreement. DOC has contracted with the Oregon Department of Transportation (ODOT) Right-of-Way Division for acquisition of necessary right-of-way and easements and contracted with the Department of Justice or through ODOT contract with the Department of Justice for any necessary eminent domain proceedings or any legal advice deemed necessary by DOC. Except for costs associated with the City obtaining the storm sewer pipe easements under and through the railroad crossing area as described in Section 4.1.2, right-of-way acquisition shall be accomplished at no cost to the City, provided DOC will pay any amounts payable to Portland Western Railroad as reasonable fees for such easements.

(e) Provide at DOC expense at the construction site a representative of the DOC to expedite coordination of the construction of the Public Services and the Facility. DOC's representative shall attend all weekly construction meetings of the City.

6.1.11 City Inspections. If delegated by the state BCD, the City will ensure that required on-site inspections and testing of all phases of construction will be completed in a timely manner such that the same will not negatively impact construction schedules or operations. The DOC has provided the preliminary schedule of construction to the City.

6.1.12 Joint Inspections. Prior to the start of any construction at the Day Road Women's Prison/Intake Center, the City and the DOC or its representatives will jointly record the then existing condition of the streets, water, sewer, storm drainage, and other utilities that could be impacted by construction of the Women's Prison/Intake Center. This inspection will be conducted on both City and Washington County facilities. Following completion of construction of the Women's Prison/Intake Center, the roads and utilities will again be inspected and the condition will be compared with the recorded condition prior to start of construction. DOC will be responsible for repairing all damages relating to Facility Construction other than from normal wear and tear.

6.1.13 Change Orders. The City and DOC shall notify the other of any change order or combination of change orders which would increase the bid amount for any project included in the Capped Costs by more than \$50,000 in a pay period, and when and if any one or combination of change orders reach the sum of 10% contingency for the respective infrastructure project each is responsible for constructing. The City and DOC will each have five working days from receipt of notice to respond. If no written response is received within this time period, the cost of the change orders will be accepted as just, fair and reasonable and shall be duly paid.

SECTION 7. ADMINISTRATION AND ACCOUNTING

7.1 Project Draw Schedule. The DOC shall pay to the City the following disbursements commencing after execution of this Agreement within thirty (30) days after receipt of an invoice from the City for each installment:

MONTH NUMBER	AMOUNT	COMMENTS
1	\$2,767,926.70	Water Line Construction & Sewer SDC's (12/99) and Deferred Right-of-Way Costs
2	\$1,013,065.71	
3	\$1,013,065.71	
4	\$1,013,065.71	Sewer Construction (3/00)
5	\$1,013,065.71	
6	\$1,013,065.71	Stormwater Construction (5/00)
7	\$1,013,065.71	
8	\$1,013,065.71	
9	\$1,013,065.71	

10	\$1,013,065.71	
11	\$1,013,065.71	
12	\$1,013,065.71	Road Construction Clay and Cahalin (11/00)
13	\$1,013,065.71	
14	\$1,013,065.71	
15	\$1,013,065.71	
16	\$1,013,065.71	
17	\$1,013,065.71	
18	\$1,013,065.71	
19	\$1,013,065.71	Road Construction (Grahams Ferry & Day Road) (6/00)
20	\$1,013,065.71	
21	\$1,013,065.71	

City will provide DOC with copies of all invoices submitted by contractors, engineers, architects, material suppliers, or others within thirty (30) days after payment by City.

7.2 Project Retention. Project retention of 5% of the sum of Capped Costs (less SDC's in the amount of \$1,768,000) shall be held until completion of each off-site infrastructure improvement, and paid to the City at the time the City pays such retention to the applicable contractors.

7.3 Monthly Accounting. In order to administer this cooperative agreement efficiently and with the least amount of cost, the City and DOC in accordance with this agreement and its exhibits will provide to each other a monthly report as to status of the infrastructure projects and the Facility in relation to the infrastructure projects, inclusive of percent built, hard and soft costs expended, additional costs anticipated, budgeted costs and contingency, and percent of budgeted costs and contingency expended. Where applicable, oversizing costs and contingency shall be separately stated in the above classifications. The parties agree to adjust the Draw Schedule set forth in Section 7.1 as necessary to accommodate the construction schedule such that monthly payments will be increased if payments are not keeping pace with construction, and decreased if construction costs are significantly below monthly payments under the Draw Schedule.

7.4 Final Accounting. Within ninety (90) days after the final completion date for the infrastructure projects, the City shall provide to the DOC a full accounting and reconciliation of the designated monies and systems development credits of the Capped Costs for all the infrastructure and services, inclusive of any oversizing. Within ninety (90) days thereafter, DOC will provide to the City a review and confirmation, except as may otherwise be noted, of the City's final accounting.

For the purposes of this subparagraph, the calculation of the time of completion to provide the accounting and reconciliation shall not await any agreed upon projects by the parties which of their nature shall take place in the future based on a defined condition.

7.5 City Construction Related City Fees and Costs. City shall be entitled to be paid for incurred permit and plan review fees, engineering and design fees, construction management fees and costs, legal and administrative fees and costs and construction contingency which are construction related fees and costs within the Capped Costs set forth in Exhibit A.

7.6 Savings Application. Any savings within the Capped Costs from an infrastructure project within the Capped Costs shall first be applied to any cost over-runs on infrastructure projects also within the Capped Costs and described in Exhibit A. Any savings of Capped Costs shall be shared equally between the parties immediately upon project completion, subject to the final accounting described in Section 7.4.

SECTION 8. OPERATIONAL AGREEMENTS

8.1 Mass Transit. The City will provide (dependent on demand), through SMART, the City's mass transit system, service to the Facility equal to that in other parts of the City. Upon occupancy, DOC shall pay a quarterly fee for any such service provided by the City. This fee shall be paid as a fair and reasonable cost for providing this service, and shall be calculated to be on a par with the transit payroll tax paid by an employer with a like number of employees.

8.2 Road Maintenance. Upon occupancy and annexation of the Facility into the City, DOC shall pay any applicable Road Maintenance Fee paid by other similar in-City road maintenance utility users.

8.3 Street Lighting. Upon occupancy and annexation of the Facility into the City, DOC shall pay any applicable street lighting fee paid by other similar in-City street light utility users.

SECTION 9. COVENANTS

9.1 Covenants of City. City represents, covenants and warrants as follows:

(a) To the best of its knowledge City has full power and authority to enter into and carry out the provisions of this Agreement and all documents and instruments contemplated hereunder;

(b) To the best of its knowledge, the execution of this Agreement and consummation of the transactions contemplated herein will not violate or be in conflict with any law, rule, regulation or order, or any Agreement to which it is a party or under which it is bound;

(c) This Agreement has been authorized by all necessary actions;

(d) This Agreement is a valid and binding obligation of the City and enforceable in accordance with its terms; and

(e) All requests for any and all processing, approval or permits submitted to the City by DOC or its agents shall be processed by the City within thirty (30) days of the date submitted, unless otherwise provided in this Agreement.

9.2 Covenants of DOC. DOC represents, covenants and warrants as follows:

(a) To the best of its knowledge, DOC has full power and authority to enter into and carry out the provisions of this Agreement and all documents and instruments contemplated hereunder;

(b) To the best of its knowledge, execution of this Agreement and consummation of the transactions contemplated herein will not violate or be in conflict with any law, rule, regulation or order, or any Agreement to which it is a party or under which it is bound;

(c) This Agreement has been authorized by all necessary actions; and

(d) This Agreement constitutes a valid and binding obligation of DOC and enforceable in accordance with its terms.

SECTION 10. EVENTS OF DEFAULT

10.1 Events of Default Defined. The following shall be “events of default” under this Agreement, and the terms “event of default” and “default” shall mean, whenever they are used in this Agreement, with respect to the project, any one or more of the following events:

(a) Failure by DOC or City to make any payment required hereunder within thirty (30) days after the date on which such payment is required or, if the date is not specified herein and not otherwise agreed upon by the parties, the date of billing in accordance with the customarily and normal billing practice of the parties respective to the kind of payment involved.

(b) Failure by DOC or City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to defaulting party by the other party unless the parties shall agree, in writing, to an extension of time for such remedy. Provided, however, that if the defaulting party shall proceed to undertake the necessary curative action which, if begun and prosecuted with due diligence, cannot be cured within a period of thirty (30) days, then such period shall be increased (without written agreement) for a period reasonably necessary for the defaulting party in good faith to begin and complete such curative action.

(c) Failure of City to provide the Public Services in compliance with the time lines and any extensions thereof described in this Agreement.

(d) Notwithstanding Sections 9.1(a), (b) and (c) above, acts generally outside the control of the parties such as war, acts of terrorism, strikes, natural disasters, and acts of God shall not be grounds for default.

10.2 Remedies on Default. Whenever any event of default referred to in Section 10.1 hereof shall have happened and be continuing with respect to the terms, covenants and conditions of this Agreement, the party not in default shall have the right, at its option and without further demand or notice, to take one or any combination of the following remedial steps:

(a) In the event of default on the part of DOC, the City, without terminating this Agreement, and without any liability to DOC or the State of Oregon, its agents, inmates and/or employees, may, so long as said default continues, cease providing Public Services to the Facility, subject to City ordinances on cancellation of services.

(b) In the event of a default by City, the DOC, without terminating this Agreement, and without any liability to the City, may, so long as said default continues, cease making all payments hereunder.

(c) Specifically enforce the terms provisions of this Agreement by suit in equity;
or

(d) Take whatever action, at law or in equity, which may appear necessary or desirable to collect any payments then due and thereafter to become due during the term of this

Agreement with respect to the Project, or enforce performance and observance of any obligation, agreement or covenant under this Agreement.

10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to DOC or City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle DOC or City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

10.4 Dispute Resolution/Arbitration. Upon mutual Agreement between DOC and City, any disputed matter may be submitted to mediation or arbitration. The arbitration may be either binding or non-binding, and if binding arbitration is agreed to it shall be governed by the provisions of ORS 36.300 to 36.365. If the DOC and City have agreed to binding arbitration of disputed issues, either party, if dissatisfied with the arbitrator's decision and award, may file exceptions pursuant to ORS 36.355. Exceptions shall be limited to the causes set forth in ORS 36.355(1). If the dispute is regarding the rates, terms and conditions of furnishing necessary public services to the Prison Facility it shall be resolved pursuant to the provisions of ORS 421.628(6) through 421.628(16).

SECTION 11. MISCELLANEOUS

11.1 Notices. Unless written notice is given by a party to change the notification as set forth below, any notice or other communication required or permitted hereunder shall be sufficiently given if delivered or sent by registered or certified mail, postage and registration or certified charges prepaid, addressed as follows:

To City:

The City of Wilsonville
30000 SW Town Center Loop E
Wilsonville, OR 97070
Attn: City Manager
Phone: (503) 682-1011
Fax: (503) 682-1015

To DOC:
Oregon Department of Correction
1793 13th St., SE
Salem, OR 97302-2595
Phone: (503) 373-1572 (ext. 7118)
Fax: (503) 378-6536
Attention: Construction Administrator, New Prison

and shall be deemed to have been given three days after the date mailed, and the address of a party may be changed by notice delivered or mailed by the changing party to the other party as above stated.

11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon not only the parties hereto but also upon the respective heirs, successors, representatives and any permitted assigns of the parties pursuant to the terms hereof; provided, however, that nothing contained in this Section shall alter the restrictions of the above relating to assignment.

11.3 Headings. Any Table of Contents and the headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement, nor in any way affect this Agreement.

11.4 Use of Pronouns. In construing this Agreement, whenever the context requires it, the singular number includes the plural and the plural the singular, and the masculine, feminine and neuter gender shall each include the masculine, feminine, or neuter as the context requires.

11.5 Entire Agreement. This Agreement (including all Exhibits) contains the entire understanding of the parties relating hereto. There are no conditions, representations, warranties, covenants or undertakings other than those expressly set forth herein.

11.6 Counterpart Execution. This Agreement may be executed in counterparts and the counterparts, when assembled, shall constitute one and the same instrument.

11.7 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

11.9 Survival of Covenants. The covenants and agreements contained herein shall survive full performance and/or termination of this Agreement.

11.10 No Third Party Beneficiaries. DOC and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11.11 Compliance. City and DOC shall comply with all federal, state and local laws and ordinances applicable to the actions contemplated under this Agreement, including, without limitation, the applicable provisions of ORS chapter 279, including ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, City expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11.12 Appropriation of State Funds. City understands and agrees that DOC's payment of amounts under this contract attributable to work performed after the last day of the current biennium is contingent on DOC receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement, DOC may terminate this Agreement without penalty or liability to City. DOC represents and covenants that it will use its best efforts to apply for and obtain sufficient appropriations to make all payments required under this Agreement.

11.13 Appropriation of City Funds. DOC understands that Local Budget Law limits the City to appropriate funds for no more than one year at a time.

11.14 Agreement to Pay Attorneys Fees and Expenses. In the event either party to this Agreement should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of monies or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will, on demand therefor, pay to the non-defaulting party the reasonable fee of such attorneys, both at trial and on appeal. The amount of the attorneys fees shall be fixed by the trial court and the appellate court in the event an appeal is taken.

11.15 Waivers. All waivers of any provision of this Agreement must be in writing and signed by the waiving party. In the event any provision contained in this Agreement should be

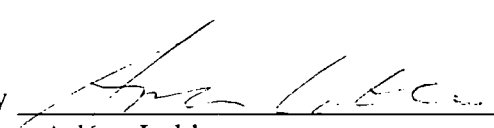
breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

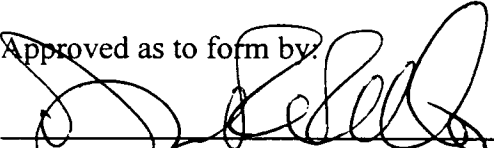
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

THE STATE OF OREGON
Acting by and through
THE OREGON DEPARTMENT OF
CORRECTIONS

By 
David S. Cook, Director

CITY OF WILSONVILLE
a municipal corporation of
THE STATE OF OREGON

By 
Arlene Loble
Title: City Manager

Approved as to form by:

David G. Ellis, Special Assistant
Attorney General

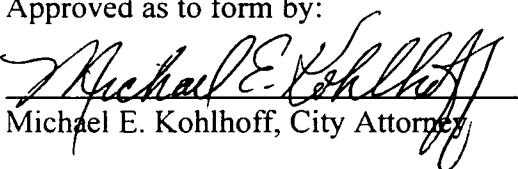
Approved as to form by:

Michael E. Kohlhoff, City Attorney

EXHIBIT "A"
CITY OF WILSONVILLE AND DEPARTMENT OF CORRECTIONS
PUBLIC INFRASTRUCTURE DEAL POINT AND CAPITAL BUDGET ESTIMATE SUMMARY

December 1, 1999

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
I. SANITARY SEWER			
1. DOC agrees to pay sanitary sewer SDC fees in effect on July 1, 1999 at rates comparable to rates within the City.			
a. Sanitary Sewer SDC fees	\$1,768,000	\$0	\$1,768,000
2. City agrees to provide public gravity sanitary sewer service in the vicinity of Cahalin Road and the railroad tracks with adequate capacity to serve the DOC site. The cost of this gravity sewer less oversizing as requested by the City is included in the infrastructure cap.			
3. DOC agrees to pay City for proportional share of replacing City sewer lines between City sewer manholes UD-42 and UD-28 and UD-16 and UD-11.			
a. Construct gravity sewer from City Manhole UD-42 to Cahalin Road and Railroad tracks.			
1) 7,500 L.F. of 15 Inch Sanitary Sewer.	\$1,000,000	\$0	\$1,000,000
2) Oversizing for Industrial Sanctuary. Sanitary Sewer (City Obligation 100%).	\$300,000	\$300,000	\$0
3) Environmental Cleanup (Placeholder Estimate Only).	\$300,000	\$90,000	\$210,000
4) Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency	\$800,000	\$124,800	\$675,200
b. Replace sanitary gravity sewer from manhole UD-42 to UD-28 (City obligation 60%) (Deferred).			
1) 5,000 L.F. of 30 Inch Sanitary Sewer.	\$1,800,000	\$1,080,000	\$720,000
2) Right of Way and Easements. (oversize)	\$150,000	\$150,000	\$0
3) Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$656,000	\$393,600	\$262,400
c. Replace existing sanitary sewer from manhole UD-16 to UD-11 (City obligation 81%) (Deferred).			
1) 1,500 L.F. of 36 Inch Sanitary Sewer.	\$600,000	\$486,000	\$114,000
2) Right of Way and Easements. (oversize)	\$81,000	\$81,000	\$0

Public Infrastructure Deal Point Summary

November 24, 1999

Revised June 2, 12 & 17, 1998

CATEMPdeal.4sum.doc

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
3) Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$224,000	\$181,440	\$42,560
TOTAL GRAVITY SANITARY SEWER	\$7,679,000	\$2,886,840	\$4,792,160
II. WATER (CITY OF WILSONVILLE)			
1. DOC agrees to pay water SDC fees in effect on July 1, 1999 at rates comparable to rates within the City.			
a. Domestic water SDC Fees. Less credits from Item 6.	\$0	\$0	\$0
b. Irrigation SDC fees	\$0	\$0	\$0
2. An 18-inch ductile iron public water main shall extend from the existing water main at Boones Ferry and Pioneer Court northerly along Boones Ferry to Day Road, then westerly along Day Road to Grahams Ferry Road, then southerly along Grahams Ferry Road to Clutter Road, then easterly along Clutter Road connecting into the existing water main in Ridder Road. Cost of this public water main is included in the infrastructure cap.			
a. 8,200 L.F. of 18 Inch Waterline with Appurtenances.	\$1,130,000	\$0	\$1,130,000
b. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$362,000	\$0	\$362,000
3. Cost to oversize City connections for reservoir adjacent to Tualatin Frobese Road reservoir shall be the responsibility of the City and is included in the infrastructure cap. City shall provide documentation of actual cost of construction.			
a. City of Wilsonville Design and Construction.	\$137,370	\$0	\$137,370
4. The City agrees to provide water for irrigation at a rate of 330,000 gallons per day and for domestic use at a rate of 300,000 gallons per day. Irrigation water will only be available when WTP is completed and is <u>not</u> included in the infrastructure cap.			
5. Cost of the on-site water system which will connect at the intersection of Grahams Ferry Road and Day Road is <u>not</u> included in the infrastructure cap.			
6. Systems Development Charges	\$1,970,630	\$0	\$1,970,630
7. Expedite construction of Willamette River Water Treatment Plant by one year.	\$9,953,000	\$3,553,000	\$6,400,000
TOTAL WATER	\$13,553,000	\$3,553,000	\$10,000,000

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
IV. STORM SEWER			
1. DOC agrees to pay storm sewer SDC fees in effect on July 1, 1999 at rates comparable to rates within the City. Items 2, 3 and 10 are credited against storm water fees.			
a. Storm Sewer SDC Fees. Less credits from Items 2, 3 and 10.	\$0	\$0	\$0
2. Cost to divert off-site storm water from the north property line to the southwest is included in the infrastructure cap. Cost to fence diversion ditch along Clay Road is also included in the infrastructure cap.			
a. 3,500 L.F. Ditch Work and Appurtenances.	\$200,000	\$0	\$200,000
3. Cost to drain Day Road and Grahams Ferry Road intersection with temporary storm sewer is included in the infrastructure cap. Cost to oversize storm sewer system through the prison site to drain Day Road and Grahams Ferry Road is included in the infrastructure cap.			
a. Oversizing DOC storm piping and ditches to drain Grahams Ferry Road and Day Road intersection.	\$150,000	\$0	\$150,000
4. DOC will obtain storm sewer and storm water inundation easements from southwest corner of DOC property to Coffey Lake and south up to Grahams Ferry Road. Easements will be granted to the City to own, operate and maintain storm sewer systems. Cost of obtaining easements is included in the infrastructure cap.			
5. DOC will grant only one public storm sewer easement on DOC property to the City which will be at the far southwest corner of the site to provide for future drainage of Cahalin Road. City to own, operate and maintain storm sewer within easement. No other storm water easements will be granted to the City across DOC property.			
6. DOC will maintain storm sewer systems across DOC property draining storm water from the north and the Day Road and Grahams Ferry Road intersection.			
7. DOC will provide an on-site detention basin for the DOC site and the Grahams Ferry Road and Day Road intersection only to detain storm water on-site which will limit storm water runoff to pre-existing conditions during a 25-year storm. Post development storm events over 25 years which overflow the detention basin will be designed to overflow southwesterly under the railroad tracks towards Coffey Lake. DOC agrees to provide 25 acre-feet of detention storage to reduce peak runoff from the undeveloped drainage basin (185 ± acres) north of the site. Detention basin cost is <u>not</u> included in the infrastructure cap.			
8. Costs to provide other on site storm drain system are <u>not</u> included in the infrastructure cap.			
9. DOC will be required to pay proportional monthly storm water fees and maintain storm sewer across their property. Proportions will be determined by amount of storm sewer system maintained by DOC			

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
verses amount maintained by the City.			
10. DOC storm water, storm water from the north and the Grahams Ferry Road and Day Road intersection drainage will drain under the railroad towards the southwest to an existing forested area draining to Coffey Lake. Cost of storm sewer outlet from the east side of the railroad on DOC property to Coffey Lake is included in the infrastructure cap.			
a. Railroad Bore.	\$100,000	\$0	\$100,000
b. 1,000 Feet (Outfall Piping with Maintenance Road.	\$100,000	\$0	\$100,000
c. 2,000 Feet (Outfall Ditching with Maintenance Road.	\$150,000	\$0	\$150,000
11. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency are included in the infrastructure cap. (32%) (\$1,400,000)	\$448,000	\$0	\$448,000
12. Should any other Agency or legal action require improvements beyond the above scope, said improvements will be partially included in the infrastructure cap (Per Section 4.1.7 of Agreement).			
TOTAL STORM SEWER	\$1,148,000	\$0	\$1,148,000
V. STREETS			
1. DOC agrees to pay street SDC fees in effect on July 1, 1999 at rates comparable to rates within the City.			
a. Street SDC Fees. Less credits for Item 4.	\$0	\$0	\$0
2. The improvement costs for the Grahams Ferry Road and Day Road intersection realignment, widening, and signalization is included in the infrastructure cap. The preliminary cost estimates do not include a major realignment of the Grahams Ferry Road and Day Road intersection. The Grahams Ferry Road and Day Road intersection will be widened to provide three lanes to allow for a left-turn pocket. Day Road will remain a turnpike roadway.			
a. Street Improvements.	\$1,600,000	\$0	\$1,600,000
b. Traffic Signal	\$150,000	\$0	\$150,000
c. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$592,000	\$0	\$592,000
3. Garden Acres will be converted to a cul-de-sac at the north end and connected to Grahams Ferry Road via Cahalin Road with a new 24-foot wide turnpike roadway improvement cost is included in the infrastructure cap.			
a. Street Improvements.	\$150,000	\$0	\$150,000
b. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$56,000	\$0	\$56,000

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
4. Cost of the Boones Ferry Road and Day Road intersection realignment, widening and signalization is included in the infrastructure cap. Boones Ferry will taper from a five-lane intersection at Pioneer Court to a three-lane section at Day Road. Boones Ferry Road will be improved to approximately 1000 feet north of Day Road to provide adequate sight distance.			
a. Street Improvements.	\$1,500,000	\$0	\$1,500,000
b. Traffic Signal.	\$150,000	\$0	\$150,000
c. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$560,000	\$0	\$560,000
5. Cost of improvements to Day Road between Grahams Ferry Road and Boones Ferry Road, including improvements required for construction maintenance and to correct drainage deficiencies, is included in the infrastructure cap.			
a. Improvements shall be constructed to <u>Wilsonville Urban Standards</u> and associated drainage improvements to correct existing flooding in Day Road.	\$1,761,000	\$0	\$1,761,000
b. Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$640,000	\$0	\$640,000
6. Cost of improvements to Clay and Cahalin Road is included in the infrastructure cap. Both streets will be improved with 24-foot turnpike street sections to provide secondary access to the prison site and sufficient perimeter security patrol access.			
a. Clay Street.			
1) Street and Drainage Improvements (24 Foot Turnpike).	\$550,000	\$0	\$550,000
2) Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$208,000	\$0	\$208,000
b. Cahalin Road.			
1) Street and Drainage Improvements (24 Foot Turnpike).	\$550,000	\$0	\$550,000
2) Environmental Cleanup (3,000 C.Y. Maximum).	\$220,000	\$0	\$220,000
3) Engineering, Surveying, Inspection, Testing, Legal, Administration, Plan Check, Permit Fees, and Contingency.	\$278,400	\$0	\$278,400
7. Cost of improvements to the DOC frontage only (West side of Grahams Ferry Road) with curbs, gutter, sidewalk and storm drainage is included in the infrastructure cap.			
a. Half Street and Drainage Improvements.	\$300,000	\$0	\$300,000
b. Engineering, Surveying, Inspection, Testing, Legal,			

Infrastructure Description	Budget Estimate	City Obligation	DOC's Capped Costs
Administration, Plan Check, Permit Fees, and Contingency.	\$96,000	\$0	\$96,000
8. Should the County or any other Agency or other legal action require improvements beyond the above scope, said improvements will be included in the infrastructure cap.			
TOTAL STREETS	\$9,361,400	\$0	\$9,361,400
SUMMARY INCLUDING SDC FEES			
I. Sanitary Sewer.	\$7,679,000	\$2,886,840	\$4,792,160
II. Water (City of Wilsonville).	\$13,553,000	\$3,553,000	\$10,000,000
III. Storm Sewer.	\$1,148,000	\$0	\$1,148,000
IV. Streets.	\$9,361,400	\$0	\$9,361,400
V. Additional required City funding to stay within DOC'S original (Dammasch) infrastructure capital cost estimate.	N/A	\$1,982,260	(\$1,982,260)
VI. SCI adjustment to 3/00 for 10 months Per Sect. 5.13	\$1,084,498	\$287,755	\$796,743
GRAND TOTAL	\$32,825,897	\$8,709,855	\$24,116,043